



OFFICE OF THE PRESIDENT

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September 17, 2014

**TO:** Administrative Council  
President's Council  
Planning & Fiscal Council

**FROM:** Sandy Sandello

**SUBJECT: REVISION OF BOARD POLICY / ADMINISTRATIVE PROCEDURES**

The following Board Policy and Administrative Procedures have been revised. I have attached a copy of the proposed language along with CCLC's recommended language for your review:

BP 4030	Academic Freedom
AP 7217	Faculty: Employment of Contract
AP 7346	Employees Called to Military Duty

This will begin the review process.

ACADEMIC FREEDOMBP No.  
4030

Board Adopted: 1-10-68; 4-19-78; 1-10-79; 3-15-06

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## I. Statement of Policy

In the interest of providing an academic atmosphere ~~in which Rio Hondo College faculty~~ **and to encourage robust, thought-provoking and intense discussion**, ~~administration, staff and students and Board can function in an effective manner~~, the following academic freedom premise and guidelines shall prevail.

## II. Philosophy

The maintenance of freedom of speech, publication, religion, and assembly (each of which is a component of intellectual freedom) is the breath of life in a democratic society. The need is greatest in fields of higher learning, where the use of reason and the cultivation of the highest forms of human expression are ~~the basic methods~~ **for maintaining those freedoms**. Society has come to rely upon colleges and universities as a principal means of acquiring new knowledge and new techniques, of conveying the fruits of past and present learning to the community, and of transmitting these results to generations to come. Without freedom to explore, to criticize existing institutions, to exchange ideas, and to advocate solutions to human problems, faculty members, staff, and students cannot perform their work, cannot maintain their self-respect. Society suffers correspondingly. The liberty that is needed requires a freedom of thought and expression within colleges and universities, freedom to carry the results of honest inquiry to the outside, and a freedom to influence human affairs in the same manner as other informed persons do. Nor is the value of freedom lessened because error at times arises from its exercise. Learning, intellectual development, and social and scientific progress take place on a trial-and-error basis, and even the unsound cause or hypothesis may call forth the truth that displaces it.

## III. Guidelines

In pursuit of the above, the **Board of Trustees, the faculty, staff, and students** ~~Board-Faculty-Staff~~ at Rio Hondo College recognize the following rights and responsibilities:

- A. Faculty members must be free from pressures or demands ~~which~~ **that** restrict their intellectual search for and transmittal of knowledge.
- B. Membership in the academic community imposes on students, faculty members, administrators, staff, and Board members an obligation to respect the dignity of others, to acknowledge their right without



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institutional censorship or disciplinary action and to express differing inquiry, instruction, and free expression.

- C. Faculty members are entitled to freedom in the classroom in discussing their subjects which **that** may include related controversial issues. Faculty should help the student develop techniques for considering controversial questions – techniques which **that** he/she will habitually use in later life. The handling of a controversial question in a college should be free from assumption that there is one correct answer to be taught authoritatively to the student.
- D. The faculty will be guided in its teaching by a deep conviction of the worth and dignity of the advancement of knowledge and the special responsibilities that the pursuit of this carries. The primary responsibility faculty members have to their discipline is to seek and state the truth as they understand it, and to this end they will devote their energies.
- E. As teachers, faculty members will encourage in their students the free pursuit of learning and will hold them to a high scholarly standard. Every effort will be made to foster honest academic conduct in students and to assure them that their evaluation reflects true achievement. Faculty members will avoid exploiting the students for private advantage and will protect the student's academic freedom.
- F. Faculty members are citizens and are members of a learned profession and an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline. **As such, faculty members may exercise their constitutionally protected freedom of speech and participate in public debate, both within their area of expertise and beyond, to comment on any issue.** Faculty members should remember that the public may judge their profession and their institution by their statements. Hence, faculty members should at all times attempt to be accurate and should indicate when they are not speaking for the College.
- G. ~~The Board of Trustees of Rio Hondo College recognizes its responsibility to go on record with a declaration of the above principles. Having done so, the Board plans to protect teaching and administrative personnel from any partisan pressures which may develop.~~ **Furthermore, faculty members are entitled to express viewpoints on any matter of institutional policy or action whether or not that person acts as a member of college governance.**
- H. **When evaluating issues of academic freedom, the District will consult collegially through mutual agreement with faculty jointly**

**ACADEMIC FREEDOM**

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**appointed by the Academic Senate and the Rio Hondo College Faculty Association on contemporary practices and professional standards.**

- I. The Board of Trustees of Rio Hondo College recognizes its responsibility to go on record with a declaration of the above principles. Having done so, the Board plans to protect District employees from any partisan pressures that may develop.**

IV. Source/Reference:

Title 5, Section 51023;  
Accreditation Standard II.A.7

**American Association of University Professors' 1940 Statement of Principles on Academic Freedom and Tenure**

## **BP 4030 Academic Freedom**

### **References:**

Title 5 Section 51023;  
Accreditation Standard II.A.7

**Note:** *Boards are legally required to adopt a statement of academic freedom. The District should insert its current policy as developed collegially with the Academic Senate or collectively bargained, in this section.*





FACULTY: EMPLOYMENT OF CONTRACTAP No.  
7217

Board Reviewed: 5/84, 5/91, DRAFT 10-9-12

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(Formerly CP  
5070)

I. Employment of faculty shall be in compliance with Board **of Trustees'** policies relating to ~~Affirmative Action~~ **Title V**, Title IX, **AB 1725, and** other legal requirements and sound personnel practices. All applicants shall be treated identically whether they are current employees or off-campus applicants. ~~This procedure is in effect to implement Board Policy 5260.~~

II. PROCEDURE

A. Open faculty positions shall be reviewed and approved for announcement of the vacancy ~~by Executive Council with~~ **after** budget verification from the Vice President of Administrative Services **Finance and Business**.

~~The Director of Human Resources shall meet with the applicable Division to review requirements for the position prior to publishing the announcement of vacancy.~~

B. Recruitment shall be in accord with Affirmative Action principles **applicable state laws**. Applications shall be screened for qualifications by the Office of Human Resources. The Director of Human Resources as Affirmative Action Officer shall be responsible for certifying the pool **analysis of job applicants to determine whether the group is significantly underrepresented**. If the **applicant** pool **demonstrates significant underrepresentation of monitored groups** cannot be certified, the position shall be reopened **the District shall implement additional measures as described in Title V §53006**.

C. The division dean, together with a minimum of three ~~current~~ **Rio Hondo** faculty members, selected by the division faculty ~~without prejudice to Affirmative Action representation~~, shall constitute the Division Hiring **Selection** Committee. Two of the three faculty members should teach in the discipline, assuming there are two or more. The Committee shall elect a chair, evaluate the ~~remaining~~ applications, identify those to be interviewed, interview candidates, and provide a written recommendation. **The Division Selection Committee may, at its discretion, add additional committee members such as external experts or classified staff. The committee shall make a reasonable effort to forward at least three candidates but no more than five that, in its judgment, are qualified for the position and worthy of recommendations.**

D. The division dean shall provide the written recommendation(s) of the **Division Selection Committee** ~~to the Division Hiring Committee to the~~ the Vice President of the applicable area.

E. The Vice President of the applicable area, **along with the division dean and the committee chair (if applicable)**, may **will** interview the recommended applicants(s) and shall ~~recommend employment of~~ **forward** the best qualified candidate(s) from the name(s) recommended by the Committee to the Superintendent/President **for interview**.

FACULTY: EMPLOYMENT OF CONTRACTAP No.  
7217

Board Reviewed: 5/84, 5/91, DRAFT 10-9-12

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F. The final evaluation and recommendation to employ shall rest with the Superintendent/President of the College. **Should none of the candidates forwarded by the Division Selection Committee be recommended for employment, the Superintendent /President will communicate to the Division Selection Committee Chair his/her justification.**

G. Notification of selection shall normally be from the Office of Human Resources.

### III. CRITERIA

Criteria for selecting personnel for certificated positions shall include the following:

- A. Possession of the appropriate California community college instructor credential prior to employment by Rio Hondo Community College District, or
- B. Academic background: A Master's degree or its equivalent in the subject to be taught, or vocational background including professional preparation and demonstrated appropriate experience as may be applicable:
1. Possession of a Master's degree from an accredited institution in the discipline of assignment, or
  2. Possession of a Master's degree from an accredited institution in a discipline reasonably related to assignment and possession of a Bachelor's degree from an accredited institution in the discipline of assignment. (See attached list.)
  3. For faculty in disciplines where a Master's degree is not generally expected or available, either of the following:
    - a) Possession of a Bachelor's degree from an accredited institution in a discipline reasonably related to assignment plus two years of professional experience, plus appropriate certification to practice or licensure if available; or,
    - b) Possession of an associate degree from an accredited institution in a discipline reasonably related to the faculty member's assignment, plus six years of professional experience, plus appropriate certification to practice or licensure if available.
- C. "Equivalency" to either academic or vocational requirements shall be determined in accordance with **BP 7211**.
- D. Individual departments may add information on educational requirements placing emphasis on a specific area.
- E. Other departmental interests may be shown under "Desirable Qualifications." These are limited to ~~bona fide occupational qualifications~~ **job-related factors**.



**FACULTY: EMPLOYMENT OF CONTRACT**

<b>AP No. 7217</b>
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Board Reviewed: 5/84, 5/91, DRAFT 10-9-12

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- F. All applicants selected for hire must show a sensitivity to an understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.



**EMPLOYEES CALLED TO MILITARY DUTY**AP No.  
7346Board Reviewed: **NEW (CCLC)**

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I. 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.

II. 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.

III. 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 his/her salary for the first 30 calendar days of ordered military service. Employees who are members of the National Guard will continue to receive salary for the first 30 calendar days of active service, regardless of length of service with the District.

In addition, Rio Hondo may provide, on approval of the Governing Board, for not more than 180 calendar days as part of the employee's compensation all of the following:

- A. The difference between the amount of his/her 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. (Ed Code 87018)
- B. All benefits that he/she would have received had he/she not been called to active military duty unless the benefits are prohibited or limited by vendor contracts. (Ed Code 87018)
- C. Employees returning from military leave shall have their salary adjusted to reflect salary increases that are not based on merit. (Ed Code 87700)

IV. 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 30 days may elect to continue health care coverage for themselves and their eligible dependents for a maximum period of 18 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.



**EMPLOYEES CALLED TO MILITARY DUTY**

AP No. 7346
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Board Reviewed: **NEW (CCLC)**

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**V. 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.

**VI. Reinstatement**

An employee on active duty military leave shall be entitled to return to the position held by him/her at the time of his/her entrance into the service within six months after the employee honorably leaves the service or is placed on inactive duty.

A person employed to take the place of any such employee shall not have any right to the position following the return of the employee to the position. (Ed Code 87700)

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, he/she is entitled to return to the position for the period of time his/her contract of employment had to run at the time he/she entered military service. (Ed Code 87700)

In the case of an academic or classified employee, absence on military leave shall not be construed as a break in the continuity of service.

**VII. Sources:****CCLC****Education Code Sections 87018, 87700, and 87832;****Military and Veteran's Code Sections 389 et seq.; 38 U.S. Code Sections 4301 et seq.**

## AP 7346 Employees Called to Military Duty

### References:

- Education Code Sections 87018, 87700, 87832 and 88116;
- Military and Veteran's Code Sections 389 et seq;
- 38 U.S. Code Sections 4301 et seq.

**Note:** *This procedure is legally advised. Some aspects of it may be subject to collective bargaining. The following illustrative example incorporates the minimum requirements of applicable law.*

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 his or her salary for the first 30 calendar days of ordered military service. Employees who are members of the National Guard will continue to receive salary for the first 30 calendar days of active service regardless of length of service with the District.

In addition, the **[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 his/her 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 he/she would have received had he/she 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 30 days may elect to continue health care coverage for themselves and their eligible dependents for a maximum period of 18 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 him/her at the time of his or her 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, he/she is entitled to return to the position for the period of time his/her contract of employment had to run at the time he or she 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.

New 2/02, Revised 2/04, 2/06