



OFFICE OF THE PRESIDENT

April 25, 2018

TO: President's Council
Administrative Council
Planning Fiscal Council

FROM: Sandy Sandello

SUBJECT: Revisions of BPs and APS proposed by the Senate

Attached are proposed revisions to Board Policies and Administrative Procedures:

AP 4100	Graduation Requirements
AP 4240	Academic Renewal
AP 3715	Intellectual Property
BP 3050	Institutional Code of Ethics
BP 3250	Institutional Planning
BP 3570	Smoking on Campus
BP 3715	Intellectual Property
BP 3900	Speech: Time, Place and Manner

Please forward any suggested revisions/additions. This will begin the review process.

GRADUATION REQUIREMENTS

AP No. 4100

Board Reviewed: 8/15/07; 12/12/12; 5/14/14; 6/10/15

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- I. At the Academic Senate's final meeting of the academic year, the Academic Senate on behalf of the faculty of Rio Hondo College will recommend that students who have completed the requirements for a degree be conferred that degree with all rights, privileges, and responsibilities thereunto appertaining.

The degree of Associate ~~of~~ Arts or Associate ~~of~~ Science will be conferred upon any student satisfactorily completing ~~the following requirements: a~~ A two-year prescribed departmental college curriculum with a minimum of 60 units, for the Associate in Arts degree or the Associate in Science degree (a 2.0 average GPA or better and) with at least twelve (12) units in residence which will include:

~~II. _____~~

~~A. A two-year prescribed departmental college curriculum of 60 units for the Associate in Arts degree or the Associate in Science degree (2.0 average or better) with at least twelve (12) units in residence.~~

A. The degree of Associate in Arts or Associate in Science will be conferred with a major consisting of a minimum of eighteen (18) units in an area of emphasis (or major). A listing of all majors can be found in the degree listing in the college catalog. Major course criteria: and satisfactory completion of any one of the following three general education course criteria:

B. The Associate in Arts degree or Associate in Science degree will be awarded to any student upon satisfactory completion of any one of the following three general education course criteria:

Option I: Certified completion of the California State University General Education breadth pattern (CSUGE);

Option II: Certified completion of the Intersegmental General Education Transfer Curriculum (IGETC) pattern;

III. Option III: Certified completion of the Rio Hondo College General Education and Proficiency requirements as listed below:

A.1. A minimum "C" grade for all course work within the major

B.2. No non-degree applicable course work can be included in the total number of units earned towards a ~~major~~ degree.

C.3. Two physical education activity courses.

D.4. American Institutions Requirements – successful completion of one of the following courses: HIST 143, HIST 143H, HIST 144, 144H, HIST 158, HIST 159, 159H, 170, POLS 110 or POLS 110H or Advanced

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Placement examination scores of 3, 4, or 5 on either of the following exams: U.S. Government and Politics or U.S. History.

E.5. Competence in reading and written expression that may be met by:

a. The reading requirement may be met by one of the following:

1) a. Letter grade of "C" or better Credit ("P" grade) earned in READ 043 023 or higher_level reading course. placement into READ 101

2) b. Appropriate score on the reading assessment test or appropriate multiple measures placement. Appropriate score on the reading assessment test or appropriate multiple measures placement, according to Rio Hondo College's multiple measures placement rules for direct and non-direct matriculants as directed by the Chancellor's office on 03/10/17.

3) c. 2 or 4 year degree from a regionally accredited U.S. institution.

b. The written expression requirement may be met by one of the following:

a.1) Credit earned (grade of "C" or better) in ENGL 101 (College Composition and Research).

b.2) A satisfactory score on the CSU English Equivalency Exam (to be determined by the Division of Communications and Languages).

c.3) Students earning a "C" or better in freshman composition courses (three (3) or more semester units/four (4) or more quarter units) from regionally-accredited colleges and universities.

d.4) Advanced Placement examination scores of 3, 4, or 5 on either of the following exams: AP English Language & Composition or English Literature & Composition.

e.5) CLEP examination scores of 50 or higher on the following exams: College Composition, College Composition Modular, English Composition (if taken before July 2010).

F6. Competence in mathematics that may be met by one of the following:

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- 1.a. _____ Credit ("C" grade or better) in MATH 060 (Geometry), ~~MATH 070 (Intermediate Algebra)~~; ~~MATH 070 (Intermediate Algebra)~~, or MATH 072 (The Mathematics of Money), ~~or MATH 073 (B-STEM Intermediate Algebra) or MATH 073B~~, or a higher-level ~~math~~ quantitative reasoning course.
- 2.b. _____ A satisfactory score on the Rio Hondo College Math Proficiency Exam.
- c. _____ Advanced Placement examination scores of 3, 4 or 5 on any of the following exams: AP Calculus AB or AP Calculus BC or AP Statistics.
- d. CLEP examination scores of 50 or higher on the following exams: Calculus, College Algebra, College Algebra-Trig, and Trigonometry.
- 3.
- G.7. Completion of general education course requirements ~~of course work~~ in each of four (4) areas, in addition to the major(s) requirement. The four (4) area requirements and courses from which a student may choose are as follows:
- a. _____ 1. _____ Natural Sciences with Lab (a lab must be included) – minimum of three (3) units.
- b. _____ 2. _____ Social and Behavioral Sciences – minimum of three (3) units.
- c. _____ 3. _____ Humanities – select one course from each of:
- i. _____ Fine Arts - minimum of three (3) units
- ii. _____ Humanities - minimum of three (3) units
- d. _____ 4. _____ Language and Rationality – select one (1) course from each_of:
- i. _____ English Composition - minimum of three (3) units.
- ii. _____ Communication and Analytical Thinking - minimum of three (3) units
- IV. The Degree of Associate in Arts for Transfer or Associate in Science for Transfer will be conferred with a major consisting of a minimum of eighteen (18) units in an area of emphasis (or major). A listing of all AA-T or AS-T degrees can be found in the degree listing in the college catalog. Major Degree course criteria includes the following:

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- A. Completion of a minimum of sixty (60) CSU transferable semester units.
 - B. Minimum GPA of 2.0 in all CSU-transferable coursework (some majors may require a higher GPA).
 - C. Completion of the major units with a grade of "C" or better or a "P" if the course is taken on a Pass-No Pass basis.
 - D. Certified completion of the California State University General Education Breadth (CSUGE) pattern; or the Intersegmental General Education Transfer Curriculum (IGETC) pattern.
- V. District policies and procedures regarding general education and degree requirements are published in the college catalog and are filed with the State Chancellor's Office.
- VI. Reference:
- Title 5, Section 55060; Accreditation Standard II.A.

ACADEMIC RENEWALAP No.
4240

Board Reviewed: 2/17/10; 12/8/10; 5/14/14; 6/8/16

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- I. Students may petition to have their academic record reviewed for academic renewal of substandard academic performance ~~under the following conditions:~~ by meeting the academic renewal guidelines.
 - ~~Students must have achieved a grade point average of 2.0 in 30 units and~~
 - ~~At least two years must have elapsed from the time the course work to be removed was completed.~~ (Approved by Senate)
- II. Students may apply for academic renewal multiple times. Up to 30 units of course work, in total, may be eliminated from consideration in the cumulative grade point average.
- III. Specific courses and/or categories of courses that are exempt from academic renewal must be described. Academic renewal actions are irreversible. When academic renewal procedures permit previously recorded substandard coursework to be disregarded in the computation of a student's grade point average, the student's permanent academic record should contain an accurate record of all coursework to ensure a complete academic history.
- IV. Academic renewal procedures may not conflict with the District's obligation to retain and destroy records or with the instructor's ability to determine a student's final grade.
- V. Academic Renewal Guidelines (RHC Catalog)

The academic renewal procedure permits the alleviation of a student's previously recorded substandard academic performance that is not reflective of a student's present demonstrated ability and level of performance. Academic renewal may gain for students the benefits of their current level of ability and performance and not permanently penalize them for poor performance in the past.

Therefore, within the regulations listed, Rio Hondo College may disregard ~~particular,~~ previously recorded substandard work from a student's cumulative grade-point average.

1. Students may petition to have their academic record reviewed for academic renewal through the Admissions and Records Office to remove previous substandard work (any course in which a grade below 2.00 has been recorded) taken at Rio Hondo College. The District Superintendent/President, or designee, may grant permission.
2. Up to 30 units may be alleviated.
3. A student's current demonstrated ability may be the basis for alleviating previous substandard work.
4. ~~From the last substandard work to be alleviated,~~ In order to qualify, the student must meet one of the following criteria:

ACADEMIC RENEWAL

AP No. 4240

Board Reviewed: 2/17/10; 12/8/10; 5/14/14; 6/8/16

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Option I: ~~the following~~ Earn 30 consecutive units with a minimum of a 2.0 GPA from any accredited college or university, following the completion of the most recent substandard work to be alleviated from any accredited college or university must average at least a 2.00 GPA in order to qualify, and two years must have elapsed since the most recent work to be alleviated.

Option II: Earn 15 consecutive units with a minimum of a 2.5 GPA from any accredited college or university, following the completion of the most recent substandard work to be alleviated, and one year must have elapsed since the most recent work to be alleviated.

~~5. Two years must have elapsed since the most recent work to be alleviated.~~

~~6-5.~~ —The student's academic record will be appropriately marked indicating those courses that have been alleviated.

- VI. When academic work is alleviated, grades are not removed; they are noted and subtracted from the grade point average. All entries remain legible so that a true and complete record is maintained. There is no assurance that alleviated courses will be treated similarly by other educational institutions outside the District.
- VII. Source / Reference:
Title 5, Section 55044 and 55046.

INSTITUTIONAL CODE OF ETHICSBP No.
3050

Board Adopted: 9/10/14 (Board approved Code of Ethics Statement on 8/12/09)

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Note: The Accreditation Standard requires districts to uphold a written code of professional ethics for all of its personnel.

- I. The employees of Rio Hondo Community College District are committed to providing a high quality learning environment to help our students successfully achieve their educational goals and objectives. Accordingly, ~~they~~ **employees** have **an** interest and commitment to ethical behavior. Ethical persons are those who abide by principles and exemplify virtues as understood within a given moral framework. Many believe that virtue is intrinsically rewarding. At the very least, that one be perceived as ethical is instrumental in establishing credibility and trust.
- II. To support Rio Hondo's* commitment to ethical behavior*, college employees adhere to standards of ethical and professional behavior related to their duties, and have responsibilities to the institution and to individuals they serve. Although one cannot "legislate morality" in the sense of mandating virtuous intentions, we can, and do, establish general expectations of conduct.
- III. There are many sources of ethical* inspiration and guidance. All employees of Rio Hondo College are subject to official College policies and procedures; applicable regulatory agency requirements; local, state, and federal laws; and professional standards (when applicable). This includes policies such as the Rio Hondo College Policy on Sexual Harassment (BP 3430), its Policy on Nondiscrimination (BP 3410), and its Policy on Academic Freedom (BP 4030).
- IV. In addition, the Board of Trustees is subject to its own Code of Ethics (BP 2715), and most of our employees are members of professional organizations with their own established codes of ethics, such as the CTA, CSEA, and ACCCA. Employees are encouraged to consult their own organizations, when applicable, for further guidance. As constituents of Rio Hondo College, students are likewise encouraged to maintain high Standards of Conduct (BP 5500).
- V. As a further demonstration of commitment to high ethical standards, employees of Rio Hondo College aspire to be guided by the following values statements. These are guidelines and aspirations to be used for educational and not disciplinary purposes, with our own conscience as the first and most salient means of evaluation:
 - *The College values open communication, honesty, and truthfulness, and aspires to an "open door" philosophy.
 - *The College values open inquiry and honors academic freedom.
 - *The College strives to protect human dignity and individual freedom.
 - *The College values clear roles and responsibilities, teamwork, and cooperation (as outlined in AB1725), and therefore aspires to develop a climate of trust and mutual support.
 - *The College is committed to providing excellent educational opportunities to the community, and the instructional faculty seeks to evaluate students by honest appraisal of student performance against faculty standards.

INSTITUTIONAL PLANNING

<p style="text-align: center;">BP No. 3250</p>
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Board Adopted: 10/11/95; 2/18/09; 6/11/14; 12/9/15

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- I. The Rio Hondo College Board of Trustees believes that the College should be engaged in on-going planning to achieve its mission.
- II. Through the planning process, the College frames questions, seeks answers, analyzes itself, and revises its goals, objectives, programs, and services. The planning process assists in identifying institutional directions, as well as priorities and strategies; it also influences the acquisition and allocation of resources.
- III. The Superintendent /President shall ensure that the District maintains and implements a broad-based, comprehensive, systematic, and integrated system of planning that is supported by institutional effectiveness research. The process must serve the full-range of College constituencies, both internal and external, for both now and the future.
- IV. The planning system shall include plans required by law, including, but not limited to:

- Long Range Educational Master Plan
- Facilities & Resource Plan
- Technology Plan
- Equal Employment Opportunity Plan
- Student Equity Plan
- Student Success and Support Program Plan
- Transfer Center Plan
- EOP&S/C.A.R.E. Plan
- Cooperative Work Experience Plan

The Superintendent/President shall submit to the Board those plans for which Board approval is required by Title 5.

- V. The Superintendent/President shall inform the Board about **the various plans and** the status of **the** planning.g ~~and the various plans.~~
- VI. The Superintendent/President shall ensure the Board has an opportunity to assist in developing the general institutional mission and goals for the comprehensive plans.
- VII. Source / References:
ACCJC Accreditation Standards I.B.9., III.B.4., IIIC.2., III.D.2., IV.B.3., and IV.D.5. (formerly I.B.)
Title 5, Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55250, 55510, 56270, et seq.

See Administrative Procedure 3250.

SMOKING ON CAMPUS

BP No. 3570

Board Adopted: 7/11/12

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- I. To enforce smoking and tobacco control regulations and procedures, the Superintendent/President is authorized to:
 - Set enforcement standards for all District sites and campuses;
 - Impose a fine for a first, second, and third offense and for each subsequent offense. The amount of fines is to be [determined by the Board **and** cannot exceed one hundred dollars (\$100);
 - Direct that the District post signs stating its tobacco use policy on campus, as follows:
 - the locations at which smoking or tobacco use is prohibited on campus
 - the locations at which smoking or tobacco use is permitted on campus
 - Inform employees and students of the tobacco use policy and enforcement measures

- II. References
 - Government Code Section 7597.1
 - Administrative Procedure 3570.**

INTELLECTUAL PROPERTY

BP No. 3715

Board Adopted: 3/10/10

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I. The Superintendent/President shall develop procedures that define the rights, interests, protection and transfer of intellectual property created by the District employees and students other than those provided for in contractual agreements in collaboration with representatives from all College constituencies in accordance with the District's policies regarding participatory local decision making.

II. Source/References

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.

INTELLECTUAL PROPERTY

AP No. 3715

Board Reviewed: 12/9/09

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NOTE: THE FOLLOWING PROCEDURE IS LEGALLY ADVISED. LOCAL PRACTICE MAY BE INSERTED. THE FOLLOWING IS TAKEN FROM THE RHC 2004-07 CERTIFICATED CONTRACT, ARTICLE 23, PGS 97-100.

I. Introduction

This procedure is not intended to govern administrative or classified copyrights. Those rights for work prepared outside the course and scope of college employment, shall be regulated by Title 17 of the United States Code.

II. Purpose

The District and the RHCFA have a mutual interest in establishing an environment that encourages creativity and innovation of Faculty Members in developing instructional materials and excellence in their field of specialty. To pursue that goal, Article 23: Intellectual Property of the Collective Bargaining Agreement will identify the owners of the copyrights to certain works that may be created by Faculty Members, and to identify the uses that may be made of those works by Faculty Members and the District.

III. Definitions

"Works" means any material that is eligible for copyright protection including (but not limited to) instructional materials in all media forms (e.g., syllabi, lectures, student exercises, computer software, web-based activities, textbooks, study materials, course management tools and tests) books, articles, dramatic and musical compositions, poetry, narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.

"License means permission to use a work. A "non-exclusive license" is one (1) that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.

IV. Ownership of Copyrights**A. Ownership by Faculty Members**

1. The Collective Bargaining Agreement ("the CBA") between the Faculty and the District obligates the Faculty Member to teach their assigned courses, and perform other duties, according to the terms set forth in the CBA. The District, however, acknowledges that the terms of the CBA are not intended and shall not be construed to grant any ownership rights to any

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materials produced by the Faculty in furtherance of these duties; and that the District does not have an interest under The CBA in any copyrights to work created by the Faculty Members in support of or related to their performance of instructional or other duties, including both classroom and distance education.

2. All copyrights to works created by Faculty Members shall be owned by the Faculty Member or Members who created the works, even if those works are created in connection with courses they teach, or other duties they perform as Faculty Members, while they are employed by the District and in connection with their employment, unless the work is created under the exceptional circumstances set forth in Section ~~B 2.a.~~ ~~or 2.b.~~ below.

B. Ownership by the District

1. The District will own the copyright to any work or other materials that is created for the purpose of being a part of (i) the documentation of curriculum of the District, such as a course outline or description; ~~(ii)~~ an information publication or promotional materials of the College, such as catalogs, class schedules, or advertisements; or ~~(ii)~~ an administrative policy of the District.
2. The Faculty and the District foresee a potential mutual interest for the District to provide additional support in the form of extraordinary financial, staff, technical or other resources, or release time, in order to sponsor work to be created by a Faculty Member in addition to his or her obligations under the CBA. In such a case, the District and the Faculty Member enter into an express written agreement regarding the ownership of the copyright of the work. In order that the District acquire any ownership rights to the copyright in said work, the agreement must
 - Be made prior to substantial completion of the work;
 - Set forth a description of the work to be created and a specific time period in which the work that gives rise to the copyright is to be created;
 - Set forth the proportional ownership of the copyright, the terms of use of the work;

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- Include an express waiver by the Faculty Member of the rights in the copyright to which the member would otherwise be entitled under this article.

This paragraph shall not be construed to grant the District any copyright in any work absent such an express written agreement. The Faculty Member shall own the rights to any copyright for work related to, but not included in the description in said agreement or primarily created outside the period of time set forth in the agreement.

V. Permitted Uses

A. Use of work when copyright is owned by Faculty Member

B. Uses by Faculty

1. The District acknowledges that Faculty Members may use works whose copyrights they own in any way not in violation of any currently existing District Policy, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to Faculty Members, without any further authorization from the District. The District may not be required to pay royalties or other fees to any Faculty Member for the use of works, to which the Faculty Member owns the copyright, in the performance of that Faculty Member's obligations under the CBA.

C. Uses by District

1. The District may use works whose registered copyrights are owned by a Faculty Member, with the oral or written consent of that same Faculty Member, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (to students in classes); (3) to perform or display such works (for example, in classroom teaching, by web casting, or by broadcasting). There shall be no restriction on use from unregistered copyrights.
2. The District may not, however, authorize others to use works for which a Faculty Member owns the copyright, unless the District first obtains the written consent of the Faculty Member who owns the work's copyright.
3. Use of work when copyright is owned by District

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4. Faculty Members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the Faculty Member who created the work to use it (in the manner set forth in ~~paragraph E.2.b.~~ **Section D** below), without any further authorization from the Faculty Members who created those works. ~~B. Uses by Faculty Member~~

D. Uses by Faculty

1. Faculty Members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District with the oral or written consent of the District, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform or display such works (for example, in classroom teaching, by web casting, or by broadcasting); and ~~(5~~ **4**) to create derivative works (for example, companion materials or updated versions). There shall be no restriction on use from unregistered copyrights.
2. Faculty Members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

VI. Responsibilities

A. Registration of copyright

1. It shall be the responsibility of the party who owns the copyright, in full or in part, to work to register that copyright with the United States Copyright Office.
2. Acquiring and paying for necessary rights from third parties **is the responsibility of the party who owns the copyright.**
3. If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the Faculty Member or the District) who owns the copyright to that work or according to the proportionate shares in ownership unless the agreement granting part or all of the copyright states other obligations.

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B. Dispute Resolution

1. Disputes between Faculty Members and the District concerning Article shall be resolved pursuant to the grievance procedures, Article 16 of the Collective Bargaining Agreement. (RHC Certificated Bargaining Agreement, Article 23).

VII. Reference: 17 USC 101 et seq; 35 USC 101 et seq; and 37 CFR 1.1 et seq

SPEECH: TIME, PLACE AND MANNER

BP No. 3900

Board Adopted: 11/21/07; 1/14/09; 12/12/12; 6/11/14

Formerly BP 5550

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- I. Students, employees, and members of the public shall be free to exercise their rights of free expression, subject to the requirements of this policy.
- II. The District is a non-public forum, except for those areas that are designated public forums available for the exercise of expression by students, employees, and members of the public. The Superintendent/President shall enact such administrative procedures as are necessary to reasonably regulate the time, place, and manner of the exercise of free expression in the designated public forums.
- III. The administrative procedures promulgated by the **Superintendent**/President shall not prohibit the right of students to exercise free expression, including but not limited to the use of bulletin boards, the distribution of printed materials or petitions and the wearing of buttons, badges, or other insignia.
- IV. Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on District property or the violation of District policies or procedures, or the substantial disruption of the orderly operation of the District.
- V. Nothing in this policy shall prohibit the regulation of hate violence directed at students in a manner that denies their full participation in the educational process (Education Code Section 66301(e)), so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, or intimidation, unless such speech is constitutionally protected.
- VI. Source/References: Education Code Section 76120 and 66301