

[Before you PRINT this document is 66 pages]
Consultation Council/Strategic Planning Committee Minutes
March 22, 2012

Present

Cheryl Aschenbach (AS/Div Chair-faculty)
Colleen Baker (Div Chair-faculty)
Jennifer Bird (classified)
Carie Camacho (Div Chair -faculty)
Dave Clausen (Dean of Admin Services)

Katelyn Johnston (ASB)
Jeff Lang (classified)
Carol Montgomery (classified)
Sue Mouck (Accreditation Liaison -faculty)
Eric Rulofson (Chair/ Facilities Planning)
Bill Studt (Interim President)

Absent

Terry Bartley (management)
Shelly Baxter (management)
Sandy Beckwith (Lead Counselor – faculty)
Kayleigh Carabajal (Dean of Academic Services)

Logan Merchant (Chair/IT Planning)
Ross Stevenson (Div Chair -faculty) –class conflict
Cary Templeton (Dean of Student Services)

Guests

None

With a quorum present, the meeting began at 1:05 pm.

Consultation Council:

1. Review of April 12, 2012 Governing Board Agenda (Information)

There were no questions concerning the board agenda. Sue Mouck communicated the suggestion from Julie Johnston that if Consultation Council met on the other alternating Thursdays each month the board agenda would be much more accurate. No one expressed any opposition to the idea, so the meeting days will change in April requiring either back-to-back meetings or a three-week break depending on the agenda.

2. Presentation of 2011-2012 Accreditation Annual Report (Information)

Sue Mouck reminded committee members that they are currently serving in the additional capacity as the accreditation steering committee. For that reason, each spring a copy of the accreditation annual report is presented prior to its submittal. This report has been required for the last several years. One component of the report is an update on the status of student learning outcome development and assessment. Ms. Mouck indicated that the institutional progress on development is much better than progress on assessment. The percent of courses with ongoing assessment is indicated as 21%. Cheryl Aschenbach asked if there was some way other than the current form to track on-going assessment. The response was that the tracking of assessment results is an institutional decision and another method would be acceptable. Ms. Aschenbach expressed concern that many faculty are assessing student learning on a regular basis, but their efforts are not represented in the calculation because they are not turning in the paperwork. Jennifer Bird asked if the faculty are regularly reminded of the expectation that they submit assessment results. Ms. Bird indicated that she was not sure that many part-time fire science instructors even know that they should be turning in this paperwork. It was identified that compliance with the submittal of assessment plans is more successful than the submittal of assessment results. Ms. Mouck stated that the important documentation was the assessment results, and if elimination of the submittal of plans would improve the number of assessment results submitted, the division chairs should consider that change in procedure. Colleen Baker asked what an acceptable number would be? Ms. Mouck indicated that the number was unknown. The accrediting commission has been tracking progress, but institutions will begin formally reporting in fall 2012. The expectation is that institutions will have reached a proficiency level. Ms. Baker asked “What the proficiency level meant?” Ms. Mouck indicated that the institution is expected to link the assessment of student learning at various levels to institutional change. It was identified that tracking of student learning outcomes is one component of the current Title III grant.

3. Recommendation to Adopt Administrative Procedures for Chapter 3 (Consultation

Consultation Council accepted the following administrative procedures by consensus: AP 3050- Institutional Code of Ethics, AP 3100 – Organizational Structure, AP 3200 -Accreditation, AP 3250 – Institutional Planning, AP 3280 – Grants, AP 3300 – Public Records, AP 3310 –Records Retention and Destruction, AP 3410 – Nondiscrimination, AP 3430 – Prohibition of Harassment, AP 3435 – Discrimination and Harassment Investigation, AP 3500 – Campus Safety, AP 3510 – Workplace Violence Plan, AP 3515 – Reporting of Crimes, AP 3516 – Registered Sex Offender Information, AP 3540 – Sexual and Other Assaults on Campus, AP 3570 – Smoking on Campus, AP 3710 – Securing of Copyright, AP 3715– Intellectual Property, AP 3750- Use of Copyrighted Material [copies attached] Eric Rulofson questioned why the smoking policy contained no mention of the prohibition on smoking inside District vehicles.

3. Personnel Update (Information) – Administration

Mr. Studt provided an update on the presidential search. The position closed on March 15, 2012, but because the announcement stated until filled application will continue to be accepted until the first meeting of the screening committee Friday, March 23, 2012. Currently, ten complete applications have been received. One additional application is only missing the cover page and will probably be completed by the meeting date. The applicant pool contains a mix of out-of-state and California applicants. The number might at first glance appear low, but many of the much larger institutions are receiving fewer applicants. The screening committee will meet and select for interviews, which are scheduled to occur on April 19, 2012.

Strategic Planning:

None

Other:

Eric Rulofson indicated that the new recycling company does not require the recyclables be sorted. All recyclables can now be placed into the same container.

Information:

Next Meetings: April 12, 2012 & April 26, 2012

The meeting adjourned at 1:30 pm

Future Agendas:

1. **Institutional Prioritization of Budget Requests from Administrative Areas (Consultation) - Dave Clausen**
2. **2011 Instructional Services (Learning Center) NIPR (Information) – April 12, 2012- Colleen Baker**
3. **2010 Administrative Services (Duplicating, Purchasing, Logistics, Fiscal Services) NIPR (Information) – April 12, 2012 - Dave Clausen**
4. **2012-2017 Human Resources Master Plan (Consultation) -unknown– Bill Studt**
5. **Recommendation to Adopt Administrative Procedures for Chapter 3 (Consultation) – unknown - Dr. Carabajal**
6. **Revised KPI's for 2011-2012 (Consultation) – unknown -- Dr. Kayleigh Carabajal**
7. **2011 Social Science IPR (Information) –unknown– Cheryl Aschenbach**
8. **2011 Gunsmithing IPR (Information) – unknown – Cheryl Aschenbach**
9. **2011 Journalism IPR (Information) – unknown– Cheryl Aschenbach**
10. **Selection and Hiring Manual (Consultation) – unknown**

academic year: d a certificate in the 2010-11 163

the home campus
where 50% or more of a program, certificate, or degree is offered: NA

	is entered.	
25b.	Identify site changes since the submission of the 2010-2011 Annual Report:	NA
26.	List all of the institution's instructional sites out of state and outside the United States:	NA

Go To Question #:

The Annual Report must be certified as complete and accurate by the CEO (Mr. William Studt). Once you have answered all the questions, you may send an e-mail notification to the CEO that the report is ready for certification.

Only the CEO may submit the final Annual Report.

[ACCJC](#) | [About Annual Report](#) | [Contact Us](#)

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AP 3050 INSTITUTIONAL CODE OF ETHICS

Reference:

[ACCJC Accreditation Standard III.A.1.d](#)

Definition of Ethics

Ethical behavior is often defined as “right” or “good” behavior as measured against commonly accepted rules of conduct for a society or for a profession. The ethical person is often described in absolute terms as one who is fair, honest, straightforward, trustworthy, dispassionate, and unprejudiced. If, however, one is inconsistently fair or honest, one loses credibility and is perceived to be unethical. The ethical person must be conspicuously consistent in the exercise of integrity to sustain the credibility that is an expectation of office.

Importance of Ethics

The credibility of the District’s employees depends upon whether they are perceived as honest men and women. If integrity contributes to credibility, then ethical behavior is a singular prerequisite to successful performance. When people are convinced that public institutions employ honest individuals, questions of credibility and demands for public accountability rarely arise.

Statements of ethical standards do not necessarily ensure ethical behavior. Yet public statements of intent surely create an expectation that public officials will indeed act with integrity in the public interest.

Expectations for Ethical Behavior

Employees of the District shall be committed to the principles of honesty and equity. They shall not seek to abridge for any purpose the freedoms of other employees or students. At the same time, they shall not willingly permit the right and privileges of any members of the college community to override the best interests of the public served by the District.

Employees shall exercise judgments that are dispassionate, fair, consistent, and equitable. They shall exhibit openness and reliability in what they say and do as educational leaders. They shall confront issues and people without prejudice. They shall do everything they can to demonstrate a commitment to excellence in education and without compromise to the principles of ethical behavior.

Similarly, students are expected to abide by ethical behavior and decision-making in their treatment of District employees, other students, and members of the public.

Employee Responsibilities

1. With respect to students:
 - a. Remain continuously informed of characteristics, preferences, and educational needs of the local community.
 - b. Provide and protect student access to educational resources of the District.
 - c. Protect human dignity and individual freedom, and assure that students are respected as individuals, as learners, and as independent decision-makers.
 - d. Invite students to contribute to the District decisions and directions.
 - e. Protect students from disparagement, embarrassment, or capricious judgment.
 - f. Keep foremost in mind at all times that the District exists to serve students.

2. With respect to colleagues and staff:
 - a. Develop a climate of trust and mutual support through the governance process characterized by participation of the people affected; focus on objectives rather than personalities; respect for reason, freedom of expression, and right to dissent.
 - b. Foster openness by encouraging and maintaining two-way communication.
 - c. Encourage, support, and abide by written policies and procedures and to communicate clearly to new staff members the conditions of employment, work expectations, and evaluation procedures.
 - d. Provide opportunities for professional growth.
 - e. Provide due process with opportunity for appeal and review of employee evaluation.
 - f. Challenge unethical behavior in a timely manner.

3. With respect to the Board of Trustees:
 - a. Keep the Board of Trustees informed so it can act in the best interests of the District and the public.
 - b. Act in the best interest of the District even when that action conflicts with an interest of an administrator or individual colleagues.
 - c. Be guided by the principles and policies established by the Board of Trustees.

Office of Primary Responsibility: Superintendent/President

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is additional language to consider including in this procedure.

Date Approved:

(This is a new procedure recommended by the CCLC and the League's legal counsel)

General Institution

Accepted by Consultation Council March 22, 2012

AP 3100 ORGANIZATIONAL STRUCTURE

References:

Education Code Section 72400;
Title 5 Sections 51023.5 and 53200

The District's organizational structure shall be:

[Note: Insert the District's organizational charts.]

Administrative and supervisory personnel shall function in accordance with the organizational chart. The Superintendent/President shall reserve the right to make adjustments in the responsibilities of administrative and supervisory personnel with consideration for the workload and/or the efficiency and capabilities of the affected administrator as deemed appropriate and necessary.

Duties and Responsibilities of Area Administrators:

All administrators have duties and responsibilities in common. The general duties and responsibilities are as follows:

1. To plan, organize and administer the activities of their area effectively and efficiently.
2. To maintain effective relations with faculty, students, the community, and other educational institutions.
3. To keep informed of new developments relating to their function and to maintain a creative and experimental attitude toward change, in order to improve continuously the operation of their areas.
4. To recommend the selection of personnel for their areas.
5. To recommend the organizational structure and staffing of the areas.
6. To establish and maintain in their areas a climate which encourages the development of personnel, the retention of competent personnel, and a high level of morale.

7. To maintain the reporting relationship to their immediate supervisor by keeping them informed of activities of their areas, apprising them particularly of major or unusual developments, and seeking their advice and counsel.
8. To promote an integrated effort in the administration of the college by cooperating with other administrators and staff and coordinating activities.
9. To recommend the budget for their areas.
10. To serve on committees and councils as directed by Governing Board policies, by the immediate supervisor, or the Superintendent/President.
11. To attend professional meetings as directed by the immediate supervisor and/or the Superintendent/President.
12. To interpret college policies and programs accurately and constructively.

To perform any other duties assigned or delegated by the immediate supervisor.

[Also see BP 2410 titled Policy and Administrative Procedure, BP 2430 titled Delegation of Authority to the Superintendent/President, and BP 2510 titled Participation in Local Decision Making](#)

Office of Primary Responsibility: Superintendent/President

NOTE: This procedure is **legally advised**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The wording in **black ink** is from current Lassen College Policy 2000 titled Administrative Organization adopted on 4/04/78 and revised on 7/20/82, 1/20/87, and 7/08/97 as well as Policy 2100 titled Duties and Responsibilities of Area Administrators adopted on 4/04/78 and revised on 7/20/82, 1/20/87, and 7/08/97. The information in **blue ink** is language to consider including.

Date Approved:

(Replaces current Lassen College Policies 2000 and 2100)

AP 3200 ACCREDITATION

References:

[ACCJC Accreditation Eligibility Requirement 20:](#)
[ACCJC Accreditation Standard IV.B.1.i](#)

Note: *This procedure is legally required. Insert local practice regarding procedures related to accreditation self-study processes and accreditation standards. The procedures may reference or incorporate portions of the ACCJC Guide to Self-Study.*

The College follows the four-step accreditation process as outlined in the ACCJC Accreditation Reference Handbook:

“ACCJC member institutions agree to undergo an Educational Quality and Institutional Effectiveness Review every six years to determine whether they are meeting the established Accreditation Standards, including the federal requirements, Eligibility Requirements, Commission policies, and that they are engaged in sustainable efforts to improve educational quality and institutional effectiveness. The review process includes four steps: internal evaluation (i.e., institutional self evaluation), external evaluation, Commission review and accreditation action, and continuous institutional improvement.

1. The accreditation process starts with an institutional self evaluation process wherein the institution conducts an evaluation of itself against the requirements stated above and in terms of its stated institutional purposes. The outcome of the institutional self evaluation process is a written analysis, a Self Evaluation Report of Educational Quality and Institutional Effectiveness (Institutional Self Evaluation Report), which is submitted to the ACCJC.
2. The Commission appoints a team of trained, external, peer reviewers from its database of evaluators. The evaluators are accomplished professionals from institutions within and outside the region who are responsible for the external evaluation of a particular institution. The team examines the Institutional Self Evaluation Report, visits the institution as assigned, writes an External Evaluation Report of Educational Quality and Institutional Effectiveness that determines the institution’s compliance with the Accreditation Standards and other requirements, makes recommendations for improvement, and commends excellent practice, when appropriate. The evaluation team submits its External Evaluation Report of Educational Quality and Institutional Effectiveness (External Evaluation Report) to the Commission.

3. It is the responsibility of the nineteen-member Commission to determine the accredited status of an institution. In determining this status, the Commission uses the institutional Self Evaluation Report, the External Evaluation Report, and the accreditation history of the institution. The Commission decision is communicated to the institution via an action letter and is made public through Commission announcements.
4. The last and continuous step in the Educational Quality and Institutional Effectiveness Review is that of improvement. Each institution is expected to continuously assure the quality of its educational programs and services, supporting institutional structures as well as address the recommendations provided in the External Evaluation Report.”

Office of Primary Responsibility: *Superintendent/President*_____

NOTE: This procedure is **legally required**. The information in **blue type** is additional language to consider including in this procedure.

Date Approved:

(This is a new procedure recommended by the League and the League’s legal counsel)

AP 3250 INSTITUTIONAL PLANNING

References:

Title 5 Sections 51008, 51010, 51027, 53003, 54220, 55400 et seq., 55510, and 56270 et seq.;
ACCJC Accreditation Standard I.B

Note: *Procedures related to planning may be locally developed after appropriate consultation with the proper constituent representatives in the local decision making process. It is suggested that those procedures include or address criteria in the Accreditation Standard, including but not limited to:*

- *Processes for developing, reviewing, updating, and implementing plans*
- *The committees and personnel that are involved and their responsibilities and charges*
- *Required approvals*
- *Integration of various planning efforts*
- *Use of institutional effectiveness research*
- *Submission to the State Chancellor's Office, when required*

PROGRAM REVIEW AND PLANNING

Instructional Program Review Process

The District is committed to instructional quality and institutional accountability. Instructional program review is the core component and driving force behind that commitment. The instructional program review process is required for all campus and District long range planning that is aimed at meeting its educational goals and responsibilities

1. Each instructional program must complete an in-depth program review, at a minimum every four years; all vocational programs must complete program review every two years.
2. The instructional program review process relies on self-study and student evaluations.
3. The subject area faculty, working with their division chair, are responsible for conducting and completing the instructional program review process.

4. The Office of Academic Services will provide the required data and clerical assistance.
5. Instructional program review documents will be submitted to the Academic Senate and Chief Instructional Officer for review upon completion. The Academic Senate and Chief Instructional Officer will jointly present the final approved document to the Governing Board for their acceptance.

Only upon acceptance of the instructional program review documents by the Governing Board may a program's recommendations be considered in the integrated planning process for instructional, budgetary and facility planning.

Procedures governing the instructional program review process are found in the Lassen Community College Instructional Program Review Policy and Procedures Handbook, which is periodically revised.

Non-Instructional Program Review Process

The Non-Instructional Program Review is the foundation for all campus and District long range planning which is aimed at meeting the administrative and support services goals and responsibilities .

The following criteria are to be followed:

1. Each non-instructional program must complete an in-depth program review every four years.
2. The review process will include a self-study and evaluations.
3. The Administrative and service programs area staff are responsible for conducting and completing the program review process.
4. Program review reports will be submitted to the Superintendent/President for review.
5. The Superintendent/Review will present the final report to the Board of Trustees for its acceptance.

Procedures governing this program review process are found in the Lassen Community College Non-Instructional Program Review Policy and Procedures Handbook.

Also see AP 6200 titled Budget Preparation

Office of Primary Responsibility: Superintendent/President_____

NOTE: The **red type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The wording in **black ink** is from current Lassen Community College Policy 6150 titled Lassen Community College Instructional Program Review Policy adopted on 5/21/91 and revised on 3/25/97, 6/23/98, and 8/12/08 and Policy 2920 titled Non-Instructional Program

Review Policy adopted on 6/10/97 and revised on 7/8/97. The information in **blue type** is additional language to consider including in this procedure.

Date Approved:

*(Replaces current Lassen College Policies
6150 and 2920)*

General Institution

Accepted by Consultation Council March 22, 2012

AP 3280 GRANTS

Reference:

Education Code Section 70902

The Governing Board encourages staff members to make applications for grants from State, Federal, or private agencies. To assure the content of these applications extends the resources available to the District for the implementation of approved long-range plans of the College, the following procedure applies:

1. The grant applicant presents an abstract to President's Cabinet for initial approval. The initial approval form indicates submission, implementation and reporting timelines, funding source, matching fund requirements, impact on District resources (to include personnel, facilities, equipment, supplies and technology) and alignment with long-range planning goals. Grant approvals require adherence to the following criteria:
 - a. Alignment with and support for the District's mission, vision and long-range planning goals
 - b. Minimal negative impact on District resources
 - c. Timeline feasibility
 - d. Resource availability
 - e. Non-duplicative efforts
 - f. Institutional capacity to administer grant
2. The Superintendent/President and the Deans approve, disapprove or return the abstract for revisions. Once initial approval is secured, the grant applicant prepares the grant application. The grant application is submitted to Cabinet for final review and approval prior to submission to the funding source.
3. The President/Superintendent informs the Board of Trustees of the grant submission and the final outcome regarding the grant award.

Office of Primary Responsibility: Superintendent/President

NOTE: This procedure is **suggested as good practice**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

*(This is a new procedure recommended by the
CC League and the League's legal counsel)*

General Institution

Accepted by Consultation Council March 22, 2012

AP 3300 PUBLIC RECORDS

References:

Government Code Sections 6250 et seq.

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 Dean of Administrative Services.

Any request shall identify with reasonable specificity the records that are sought. If additional information is needed, the Dean of Administrative Services may request it be provided in writing.

Any request to inspect records shall be made sufficiently in advance of the date of inspection to allow staff members 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 will 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 days, the Dean of Administrative Services 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).

Governing Board Records:

The approved budget, statistical compilations, reports, notices, bulletins, memoranda, minutes of meetings and official communications between governmental branches or public records, and access thereto during normal hours of business may be granted to any citizen. When access to college or district records is granted, examination thereof will be made in the presence of the college representative designated by the Secretary of the Board regularly responsible for maintenance of files.

Not included in the category of records to which the privilege of access is given are the following:

1. Personnel records
2. Student records

The most common public records 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(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(b))
- Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code Section 6254(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(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(h)).
- Internet posting of home address or telephone numbers of local elected officials (Government Code Section 6254.21)
- Home addresses and home telephone number 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)
- 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.

Office of Primary Responsibility: Dean of Administrative Services

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **black ink** is current Lassen College Policy 1370 titled Meetings and Records Open to the Public adopted on 3/15/77 and revised on 1/6/87, 4/22/97, and 4/13/04. The information in **blue ink** is language to consider including.

Date Approved:

(Replaces current Lassen College Policy 1370)

General Institution

Accepted by Consultation Council March 22, 2012

AP 3310 RECORDS RETENTION AND DESTRUCTION

References:

Title 5 Sections 59020 et seq.:

Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, and 45

Procedures for records retention and destruction:

- *“Records” means all records, maps, books, papers, data processing output, and documents of the District required by Title 5 to be retained, including but not limited to records created originally by computer and “electronically stored information” (“ESI”), as that term is defined by the Federal Rules of Civil Procedure.*
- *The Dean of Administrative Services shall supervise the classification and destruction of records and ESI. The District must preserve ESI and ESI that is relevant to actual or potential litigation pursuant to the Federal Rules of Civil Procedure. The District shall comply with the Federal Rules of Civil Procedure and produce relevant ESI in the form in which it is ordinarily maintained or readily usable. An annual report shall be made to the Board of Trustees regarding the classification and destruction of records and ESI.*
- *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 classified as Class 1 – Permanent, Class 2 – Optional, or Class 3 – Disposable (as defined in Title 5).*
- *Class 3 – disposable records shall be maintained for the period required by applicable law or regulation, but in any event shall be retained for at least three college years after the year in which they were originally created.*
- *Destruction is by any method that assures the record is permanently destroyed, e.g. shredding, burning, and pulping.*

Office of Primary Responsibility: Dean of Administrative Services

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

*(This is a new procedure recommended by the
CC League and the League's legal counsel)*

AP 3410 NONDISCRIMINATION

References:

Education Code Sections 200 et seq., 66250 et seq., and 72010 et seq.;
Penal Code Sections 422.55 et seq.;
Government Code Sections 11135 et seq. and 12940 et seq.;
Title 5 Sections 53000 et seq. and 59300 et seq.;
ACCJC Accreditation Standard II.B.2.c

The District shall provide access to its services, classes and programs without regard to, national origin, religion, age, sex or gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing 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-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.

Insofar as practicable, the District shall offer opportunities for participation in athletics equally to male and female students.

Employment

References:

Education Code Sections 87100 et seq.;
Title 5 Sections 53000 et seq.;
Government Code Sections 11135 et seq. and 12940 et seq.

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, marital status, sex, age, sexual orientation, or status as a Vietnam-era veteran.

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.

Protection Against Retaliation

The District prohibits the unlawful retaliation against someone who files an unlawful discrimination complaint, who refers a matter for investigation or complaint, who participates in investigation of a complaint, who represents or serves as an advocate for an alleged victim or alleged offender, or who otherwise furthers the principles of this unlawful discrimination policy. (See AP 3435 titled Discrimination and Harassment Investigations)

Employees, students, or other persons acting on behalf of the District who engage in unlawful discrimination as defined in BP 3410 titled Nondiscrimination or by state or federal law may be subject to discipline, up to and including discharge, expulsion or termination of contract.

Complaints of discrimination by students and staff shall be referred to the District's complaint resolution procedures which are available in the District's Human Resources Office, the Office of the Superintendent/President and the Office of the Vice President of Student Services.

Copies of BP/AP 3410 titled Nondiscrimination, BP/AP 3420 titled Equal Employment Opportunity, BP/AP 3430 titled Prohibition of Harassment, and AP 3435 titled Discrimination and Harassment Investigations as well as the complaint resolution procedures on unlawful discrimination will be displayed in a prominent location in the main administrative building or other areas where notices regarding the District's rules, regulations, procedures and standards of conduct are posted.

Also see BP/AP 3420 titled Equal Employment Opportunity and BP/AP 3430 titled Prohibition of Harassment

Office of Primary Responsibility: _Superintendent/President_____

NOTE: The **red type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **black type** is current Lassen College Policy 5011/5012 titled Non-Discrimination – Student Personnel adopted on 1/13/04 and revised on 6/27/06. The information in **blue type** is additional language to consider including in this procedure.

Date Approved:

*(Replaces current Lassen College Policy
5011/5012)*

**Proposed Lassen Community College District
Procedure****CCLC No. 3430****General Institution****Accepted by Consultation Council March 22, 2012****AP 3430 PROHIBITION OF HARASSMENT****References:**

Education Code Sections 212.5, 44100, and 66281.5;
Title 5 Sections 59320 et seq.;
Title VII of the Civil Rights Act of 1964;
42 U.S. Code Section 2000e;
Title IX Education Amendments of 1972

The District is committed to providing an academic and work environment free of unlawful harassment. This procedure 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.

Definitions

General Harassment – Harassment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person, or the perception that a person has one or more of these characteristics is illegal and violates District policy. Gender-based harassment does not necessarily involve conduct that is sexual. Any hostile or offensive conduct based on gender can constitute prohibited harassment. 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:

- **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.
- Visual or Written: The display or circulation of visual 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/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 conduct of a sexual nature when:

- submission to the conduct is made a term or condition of an individual's employment, academic status, or progress;
- submission to, or rejection of, the conduct by the 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 the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; or
- 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 community college.

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 conduct based on a person's gender is sufficiently severe or pervasive so as to alter 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.

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.

Examples: Harassment includes, but is not limited to the following misconduct:

- **Verbal:** Inappropriate or offensive remarks, slurs, jokes, or innuendoes based on a person's protected status, including but not limited to sex. 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 of a sexual nature; or sexist, patronizing, or ridiculing statements that convey derogatory attitudes about a particular gender.
- **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.
- **Visual or Written:** The display or circulation of offensive sexually oriented or other discriminatory visual or written material. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics, or electronic media transmissions.
- **Environmental:** An academic or work environment that is permeated with racially or sexually-oriented talk, innuendo, insults, or abuse 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. An environment may be hostile if unwelcome sexual behavior or other harassing behavior based on a protected status is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his/her immediate surroundings. 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.

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. 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

To the extent the harassment policies and procedures are in conflict with the District's policy on academic freedom, the harassment policies and procedures shall prevail. If the faculty member wishes to use sexually explicit materials in the classroom as a teaching technique, the faculty member must review that use with an administrator to determine whether or not this violates the sexual harassment policy.

Office of Primary Responsibility: Superintendent/President

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

(This is a new procedure recommended by the CC League and the League's legal counsel)

General Institution

Accepted by Consultation Council March 22, 2012

AP 3435 DISCRIMINATION AND HARASSMENT INVESTIGATIONS

References:

Education Code Section 66281.5;

Government Code Section 12950.1;

Title 5 Sections 59320, 59324, 59326, 59328, and 59300 et seq.;

34 Code of Federal Regulations (C.F.R.) Section 106.8(b)

These are the written procedures for filing and processing complaints of unlawful discrimination at Lassen Community College District. These procedures incorporate the legal principles contained in the non-discrimination policy of the district as well as the California Code of Regulations, Title 5, sections 59300 et seq., as well as other state and federal laws.

Filing a Timely Complaint

Since failure to report harassment and discrimination impedes the District's 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 investigate 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.

Communicating that the Conduct is Unwelcome

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

Oversight of Complaint Procedure

Designated Officer

The Lassen Community College District has identified the Equal Opportunity Coordinator or designee ("COORDINATOR/designee") to the State Chancellor's Office and to the public as the single District officer responsible for receiving all unlawful discrimination complaints filed pursuant to and for coordinating their investigation. The actual investigation of complaints may be assigned to other staff or to outside persons or organizations under contract with the District. Such delegation procedures will be used whenever the COORDINATOR/designee or President/Superintendent is named in the complaint or is implicated by the allegations in the complaint.

Administrators, faculty members, other District employees and students shall direct all complaints of unlawful discrimination to the COORDINATOR/designee.

The actual investigation of complaints may be assigned by the designated officer to other staff members or to outside persons or organizations under contract with the District. This shall occur whenever the designated officer is named in the complaint or implicated by the allegations in the complaint.

Definitions

The following definitions are applicable to this nondiscrimination regulation:

1. "Appeal" means a written request by a complainant made in writing to the Lassen Community College District Board of Trustees, and/or to the State Chancellor's Office, to review the administrative determination of the District regarding a complaint of discrimination.
2. "Complaint" means a written and signed statement alleging wrongful discrimination.
3. "Days" means calendar days.
4. "District" means any Lassen Community College District program or activity that is funded directly by the state or received financial assistance from the state or federal government.
5. "Mental disability" includes, but is not limited to, all of the following:
 - a. Having any mental or psychological disorder or condition, such as mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity.
 - b. "Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance abuse disorders resulting from the current unlawful use of controlled substances or other drugs.
6. "Physical disability" includes, but is not limited to, all of the following:
 - a. Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:
 - i. Having one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.
 - ii. Limits a major life activity.
 - b. Any other health impairment not described in paragraph "a" that requires specialized support services.
 - c. Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph "a" or "b", which is known to the District.
 - d. Being regarded or treated by the district as having, or having had, any physical condition that makes achievement of a major life activity difficult.

- e. Being regarded or treated by the District as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph “a” or “b”.
 - f. “Physical disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.
7. “Sexual harassment” is unlawful discrimination in the form of unwelcome sexual advances, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the workplace or in the educational setting, and includes but is not limited to:
- a. Making unsolicited written, verbal, physical, and/or visual contacts with sexual overtones. (Examples of possible sexual harassment that appear in written form include, but are not limited to: suggestive or obscene letters, notes, and invitations. Examples of possible visual sexual harassment include, but are not limited to: leering, gestures, display of sexually aggressive objects or pictures, cartoons, or posters.)
 - b. Continuing to express sexual interest after being informed that the interest is unwelcome.
 - c. Making reprisals, threats of reprisal, or implied threats of reprisal following a rebuff of harassing behavior. The following are examples of conduct in an academic environment that might be found to be sexual harassment: implying or actually withholding grades earned or deserved; suggesting a poor performance evaluation will be prepared; or suggesting a scholarship recommendation or college application will be denied.
 - d. Engaging in explicit or implicit coercive sexual behavior within the work environment which is used to control, influence, or affect the employee’s career, salary, and/or work environment.
 - e. Engaging in explicit or implicit coercive sexual behavior within the educational environment that is used to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
 - f. Offering favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.
8. “Unlawful discrimination” means any complaint of unlawful discrimination based on a category protected by state or federal law, including sexual harassment and retaliation.

Informal Complaint Procedure

When a person brings charges of unlawful discrimination, the COORDINATOR/designee is to take the following steps:

1. Undertake efforts to informally resolve the charges;
2. Advise the complainant that he/ ~~or~~ she need not participate in informal resolution;
3. Notify the person bringing the charges of his/ ~~or~~ her right to file a formal complaint and explain the procedure for doing so;

4. Assure the complainant that he/ or she will not be required to confront or work out problems with the person accused of unlawful discrimination;
5. If the complaint is employment related the complainant should also be advised that he/ or she may file a complaint with the U.S. Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH) where such a complaint is with the agency's jurisdiction.

Efforts at informal resolution need not include any investigation unless the COORDINATOR/designee determines that investigation is warranted by the seriousness of the charges. Selecting an informal resolution does not extend the time limitations for filing a formal complaint. Efforts at informal resolution may continue after the filing of a formal written complaint. However, any effort at informal resolution after the filing of written complaint will not extend or exceed the 90-day period for rendering the administrative determination as set forth more fully below.

In employment-related cases if the complainant files with the Department of Fair Employment and Housing, a copy of that filing will be sent to the State Chancellor's Office requesting a determination of whether a further investigation is required. Unless the State Chancellor's Office determines that a separate investigation is required, the District will discontinue its investigation and the matter will be resolved through the DFEH.

FORMAL WRITTEN COMPLAINT

Approved Form

If a complainant decides to file a formal written unlawful discrimination complaint against the District, he or she must file the complaint on a form prescribed by the State Chancellor. These approved forms are available from the district and also at the State Chancellor's website, as follows:

<http://www.cccco.edu/divisions/legal/Discrimination/discrimination.htm>

The completed form must be filed with the COORDINATOR/designee or mailed directly to the State Chancellor's Office.

Minimum Requirements for Filing Formal Written Complaint

When a formal written complaint is filed it will be reviewed by the COORDINATOR/designee to determine if the complaint meets the following requirements:

- The complaint must be filed on a form prescribed by the State Chancellor's Office
- The complaint must allege unlawful discrimination as prohibited by the District's Non-discrimination policy
- The complaint must be filed by one who alleges that he/she has personally suffered unlawful discrimination or by one who has learned of such unlawful discrimination in his/her official capacity as a faculty or staff member or administrator.
- In any complaint alleging discrimination in employment, the complaint shall be filed within 180 days of the date the alleged unlawful discrimination occurred, except that this period will be extended by no more than 90 days following the

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

If the complaint is defective the COORDINATOR/designee will be immediately return it to the complainant with a complete explanation in writing of why an investigation could not be initiated. [Title 5 Cal. Code of Regs. § 59328]

Notice to Accused

Once a complaint is filed the individual(s) accused of engaging in prohibited discriminatory conduct will be advised in writing by the COORDINATOR/designee of the filing of and general nature of the complaint. This will occur as soon as possible and appropriate under the circumstances. The COORDINATOR/designee will also advise the accused that an assessment of the accuracy of the allegations has not yet been made, that the complaint will be investigated, that the accused will be provided an opportunity to present his/her side of the matter, and that any conduct that could be viewed as retaliatory against the complainant or any witnesses must be avoided.

Confidentiality

Investigations will be conducted in a confidential manner. If a complainant insists that his/her name not be revealed, reasonable steps will be made to investigate and respond to the complainant consistent with the complainant's request so long as it does not jeopardize the rights of other students or employees. However, complainants must understand that the persons who are accused of wrong doing have a right to present their side of the matter, and this right may be jeopardized if the District is prohibited from revealing the name of the complainant or facts that are likely to disclose the identity of the complainant.

Investigation of Formal Complaint

The District recognizes the importance of and is therefore committed to completing investigations and resolving complaints as quickly as possible consistent with the requirements for a thorough investigation. No claim of workplace or academic harassment or discrimination shall remain unexamined. As set forth above, where the complainant opts for an informal resolution, the COORDINATOR/designee 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.

The District will undertake its investigation promptly and swiftly as possible. Therefore within 90 days of receiving an unlawful discrimination complaint, the COORDINATOR/designee officer will complete the investigation. As part of the investigation, the COORDINATOR/designee or designee will insure that all available witnesses with relevant information, including those identified by the complainant, are interviewed. All interviews will be documented.

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 is, or may be

occurring, with or without the cooperation of the alleged victim(s) and regardless of whether a complaint is filed.

Upon completion of the investigation the COORDINATOR/designee will draft an investigation report that will include all information gathered as part of his/her investigation including documentation of interviews. The investigation report will include a determination of probable cause as to whether discrimination occurred as to each allegation, a description of any corrective action that will be taken including preventative action and a proposed resolution. A copy of the investigation report will be provided to the Superintendent/President.

The complainant and the accused will be provided a summary of the investigation report.

The summary will include the following information:

- The determination of the COORDINATOR/designee or his/her designee as to whether there is probably 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 Board of Trustees and the State Chancellor.

A copy of the report or summary will also be forwarded to the State Chancellor's Office.

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. The action will be prompt, effective, and commensurate with the severity of the offense. If discipline is imposed, the nature of the discipline will not be communicated to 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 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.

Appeal Rights

An appeal means a request by the complainant made in writing to the Board of Trustees and/or to the State Chancellor's Office to review the administrative determination of the

District. The Complainant is encouraged to provide all reasons/facts upon which the complainant believes the original determination by the District is incorrect.

Level 1: The complainant has the right to file an appeal to the District Board of Trustees within 15 days from the date of the administrative determination. The District's Board of Trustees will review the original complaint, the investigative report, the administrative determination and the appeal.

The Board of Trustees will issue a final decision in the matter within 45 days after receiving the appeal. Alternatively, the Board of Trustees may elect to take no action within 45 days, in which case the original administrative determination will be deemed to be affirmed and shall become the final decision in the matter. A copy of the final decision rendered by the District's Board of Trustees will be forwarded to the complainant and the State Chancellor's Office.

Level 2: The complainant has the right to file an appeal with the State Chancellor's Office in any case not involving employment-related discrimination within 30 days from the date that the Board of Trustees issues the final District decision. The appeal must be accompanied by a copy of the decision of the Board of Trustees; or, if no response was received from the Board of Trustees, then evidence showing the date on which the complainant filed an appeal with the Board of Trustees, and a statement under penalty of perjury that no response was received from the Board of Trustees within 45 days from that date.

Dissemination of Policy and Procedures

District Policy and Procedures related to harassment 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 Catalog, Schedule of Classes, and orientation materials for new students.

Training

By January 1, 2006, the District shall provide at least two hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees who are employed as of July 1, 2005. All new supervisory employees must be provided with the training and education within six months of their assumption of a supervisory position. After January 1, 2006, the District shall provide sexual harassment training and education to each supervisory employee once every two years.

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. 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.

Training of all staff will be conducted. Training for academic staff should emphasize environmental harassment in the classroom.

In years in which a substantive policy or procedural change has occurred, all District employees will attend a training update and/or receive a copy of the revised policies and procedures.

A training program or informational services will be made available to all students at least once annually. The student training or informational services shall include an explanation of the policy, how it works, and how to file a complaint.

Participants in training programs will be required to sign a statement that they have either understood the policies and procedures, their responsibilities, and their own and the district's potential liability, or that they did not understand the policy and desire further training.

Office of Primary Responsibility: Superintendent/President

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **black type** is current Lassen College Policy 4011/4012 titled Non-Discrimination – Academic/Classified adopted on 10/03/89 (Formerly board Policy 2915, 4113.1 and 4012) and revised on 6/19/90, 10/20/92, 11/12/96, 5/09/00, 11/14/00, and 01/13/04. The information in **blue ink** is language to consider including.

Date Approved:

(Replaces current Lassen College Policy 4011/4012)

General Institution

Accepted by Consultation Council March 22, 2012

AP 3500 CAMPUS SAFETY

References:

Education Code Sections 212, 67380, and 87014;
Penal Code Section 245;
20 U.S. Code Sections 1232g and 1292(f);
34 Code of Federal Regulations (C.F.R.) 668.46;
34 Code of Federal Regulations (C.F.R.) 99.31(a)(13) and (14);
Campus Security Act of 1990

A campus safety plan shall be developed and provided to students via the Campus Safety Procedures and Guidelines Brochure

The Director of Facilities prepares and annually updates a report of all occurrences reported to campus personnel of and arrests for crimes that are committed on campus and that involve violence, hate violence, theft or destruction of property, illegal drugs, or alcohol intoxication, and of all occurrences of noncriminal acts of hate violence reported to campus authorities. A written report will be submitted to the Board of Trustees.

Written records of noncriminal acts of hate violence shall include at least a description of the act of hate violence, the victim characteristics, and offender characteristics, if known.

Education Code Section 67380 defines "hate violence" as: "any act of intimidation or physical harassment, physical force or physical violence, or the threat of physical force or physical violence, that is directed against any person or group of persons or the property of any person or group of persons because of the ethnicity, race, national origin, sex, sexual orientation, disability, or political or religious beliefs of that person or group." Section 67380 requires reporting of both occurrences reported to campus police or safety authorities of and arrests for crimes that involve hate violence (Section 67380(a)(1)(A)) and of "non-criminal acts of hate violence" (Education Code Section 67380(a)(1)(B)).

Office of Primary Responsibility: Dean of Administrative Services

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

(This is a new procedure recommended by the

**Proposed Lassen Community College District
Procedure**

CCLC No. 3510

General Institution

Accepted by Consultation Council March 22, 2012

AP 3510 WORKPLACE VIOLENCE PLAN

References:

Penal Code Sections 273.6, 626.9, 626.10, and 12021;
Cal/OSHA; Labor Code Sections 6300 et seq.;
Title 8, Section 3203;
Code of Civil Procedure Section 527.8

The District 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, he/she may be subject to criminal prosecution.

Should an employee, during working hours, demonstrate or threaten violent behavior he/she may be subject to disciplinary action.

The following actions are considered violent acts:

- Striking, punching, slapping or assaulting another person.
- 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 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 his/her 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 his/her 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 his/her supervisor or other appropriate person.

<u>Susanville Emergency Services</u>	<u>911 (or *9911 from campus phone)</u>
<u>Superintendent/President</u>	<u>530.257.8820</u>
<u>Dean of Administrative Services</u>	<u>251.8826</u>
<u>Director of Facilities</u>	<u>530.251.8878 or 530.310-0487</u>
<u>Dean of Student Services</u>	<u>251.8841</u>
<u>Dean of Academic Services</u>	<u>251.8836</u>
<u>Lassen County Sheriff's Office</u>	<u>911/530.257.6121</u>
<u>California Highway patrol</u>	<u>911/530.257.2191</u>
<u>Lassen Ambulance</u>	<u>911/530.257.2444</u>

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, the Susanville Police will be called.

Office of Primary Responsibility: Superintendent/President

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:
(This is a new procedure recommended by the
CC League and the League's legal counsel)

General Institution

Accepted by Consultation Council March 22, 2012

AP 3515 REPORTING OF CRIMES

References:

Education Code Sections 212 and 87014;

Penal Code Section 245;

Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of 1998;

20 U.S. Code Section 1232g;

34 Code of Federal Regulations (C.F.R.) 99.31(a)(13)(14) and 668.46;

Campus Security Act of 1990

District employees, students, and visitors who are witnesses or victims of a crime should immediately report the crime to the appropriate law enforcement authorities.

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 appropriate law enforcement authorities. The supervisor himself/herself shall make the report if the employee is unable or unwilling to do so.

The District shall publish warnings to the campus community about crimes that are considered to represent a continuing threat to other students and employees in a manner that is timely and will aid in the prevention of similar crimes. The information shall be disseminated by the **Director of Facilities** in a manner that aids the prevention of similar crimes.

The District shall annually collect and distribute statistics concerns crimes on campus. All District employees 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 at 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 perspective 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 the **Director of Facilities** or at the

website address published in the College Catalog or Class Schedule or at http://www.lassencollege.edu/about_documents.html

The District may disclose the final results of 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 disciplinary proceeding in which it concludes that a student violated school 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 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 his/her right to confidentiality.

Office of Primary Responsibility: Dean of Administrative Services

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

(This is a new procedure recommended by the CC League and the League's legal counsel)

General Institution

Accepted by Consultation Council March 22, 2012

AP 3516 REGISTERED SEX OFFENDER INFORMATION

References:

Penal Code Sections 290, 290.01, and 290.95;
34 Code of Federal Regulations (C.F.R.) 668;
Campus Sex Crimes Prevention Act 42 U.S. Code Section 14071j;
20 U.S. Code Sections 1092(f)(1)(I) and 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 his/her status as a registrant upon his/her application or acceptance of the position if he/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 his/her 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 City of Susanville Police Department 530.257.5603

Information concerning registered sex offenders can be obtained from the City of Susanville Police Department 530.257.5603

Office of Primary Responsibility: Superintendent/President

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

(This is a new procedure recommended by the CC League and the League's legal counsel)

General Institution

Accepted by Consultation Council March 22, 2012

AP 3540 SEXUAL AND OTHER ASSAULTS ON CAMPUS

References:

Education Code Section 67385;

20 U.S. Code Section 1092(f);

34 Code of Federal Regulations Section 668.46(b)(11)

Any sexual assault or physical abuse, including, but not limited to, rape, as defined by California law, whether committed by an employee, student, or member of the public, occurring on District property 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. (Also see AP 5500 titled Standards of Student Conduct)

“Sexual assault” includes but is not limited to, rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, or threat of sexual assault.

These written procedures and protocols are designed to ensure victims of sexual assault receive treatment and information. (For physical assaults/violence, also see AP 3500 titled Campus Safety, AP 3510 titled Workplace Violence Plan, and AP 3515 Reporting of Crimes).

All students, faculty members, or staff members who allege they are the victims of a sexual assault on District property shall be provided with information regarding options and assistance available to them. Information shall be available from the Human Resources office, which shall maintain the identity and other information about alleged sexual assault victims as confidential unless and until the Dean of Administrative Services is authorized to release such information.

The Human Resources manager shall provide all alleged victims of sexual assault with the following, upon request:

- A copy of the District's policy and procedure regarding sexual assault
- A list of personnel on campus who should be notified of the assault and procedures for such notification, if the alleged victim consents
Superintendent/President, Dean of Administrative Services, Dean of Academic Services, Dean of Student Services

- A description of available services and the persons on campus available to provide those services if requested. Services and those responsible for provided or arranging them include: **list person or office responsible after each item.**
 - transportation to a hospital, if necessary
 - counseling by **designate** or referral to a counseling center
 - notice to the police, if desired and
 - a list of other available campus resources or appropriate off-campus resources
- A description of each of the following procedures:
 - criminal prosecution
 - civil prosecution (i.e., lawsuit)
 - District disciplinary procedures, both student and employee
 - modification of class schedules and
 - tutoring, if necessary

All alleged victims of sexual assault on District property shall be kept informed, through the Human Resources office of any ongoing investigation. Information shall include the status of any student of employee disciplinary proceedings or appeal; alleged victims of sexual assault are required to maintain any such information in confidence, unless the alleged assailant has waived rights to confidentiality.

The District shall maintain the identity of any alleged victim or witness of sexual assault on District property, as defined above, in confidence unless the alleged victim or witness specifically waives that right to confidentiality. All inquiries from reporters or other media representatives about alleged sexual assaults on District property shall be referred to the District's Superintendent/President which shall work with the Human Resources office to assure that all confidentiality rights are maintained.

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 a sex offense occurs. The statement must include the following:

- A description of educational programs to promote the awareness of rape, acquaintance rape, and other forcible and nonforcible sex offenses
- Procedures to follow if a sex offense 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 option 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 sex offense 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 sex offense, including a clear statement that:
 - 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 nonforcible sex offenses

Education and Prevention Information

The Human Resources office shall:

- Provide, as part of each campus' established on-campus orientation program, education, and prevention information about sexual assault. The information shall be developed in collaboration with campus-based and community-based victim advocacy organizations.
- Post sexual violence prevention and education information on the campus internet website

Office of Primary Responsibility: Superintendent/President

NOTE: This procedure is **legally required**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

(This is a new procedure recommended by the CC League and the League's legal counsel)

**General Institution
Accepted by Consultation Council March 22, 2012**

AP 3570 SMOKING ON CAMPUS

References:

Government Code Sections 7596, 7597, and 7598;
Labor Code Section 6404.5;
Title 8 Section 5148

Smoking is prohibited within 20 feet of a main exit, entrance, or operable window of any campus building.

Smoking is prohibited inside any indoor area of any campus building, except for covered parking lots and residential space.

“Covered parking lot” means an area designated for the parking of vehicles that is enclosed or contains a roof or ceiling, but does not include lobbies, lounges, waiting areas, stairwells, and restrooms that are a structural part of the parking lot or a building to which it is attached.

“Residential space” means a private living area, but does not include common areas such as lobbies, lounges, waiting areas, elevators, stairwells, and restrooms that are a structural part of a multi-complex building such as a dormitory.

Smoking is prohibited in any enclosed place of employment on campus, including lobbies, lounges, waiting areas, stairwells, and restrooms that are a structural part of any building that is a place of employment.

Office of Primary Responsibility: Dean of Administrative Services

NOTE: This procedure is **legally advised**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

(This is a new procedure recommended by the CC League and the League’s legal counsel)

General Institution

Accepted by Consultation Council March 22, 2012

AP 3710 SECURING OF COPYRIGHT

References:

Education Code Sections 72207 and 81459,
17 U.S. Code Section 201

The Governing Board may secure copyrights, in the name of the District, to all copyrightable works developed by the District, and royalties or revenue from these copyrights are to be for the benefit of the District.

Office of Primary Responsibility: Dean of Academic Services

NOTE: This procedure is **legally advised**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

*(This is a new procedure recommended by the
CC League and the League's legal counsel)*

AP 3715 INTELLECTUAL PROPERTY

References:

- 17 U.S. Code Sections 101 et seq.;
- 35 U.S. Code Sections 101 et seq.;
- 37 Code of Federal Regulations (C.F.R.) 1.1 et seq.

The 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.

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 teaching activity.

“Work” means an “original work of authorship fixed in a tangible medium” as used in the Copyright Act.

Ownership of Intellectual Property

The ownership rights to a creation at the District shall be determined generally as set forth below, unless ownership is modified by an agreement.

Employee Intellectual Property Rights – A District employee who is the creator of an academic work in his/her field of expertise owns the copyright in that work. Academic works include textbooks, lecture notes and other course materials, literary works, artistic works, musical works, architectural works and software produced with no more than nominal or incidental use of the District’s resources. Academic works described in this paragraph are owned by the employee 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 under the following circumstances:

- 1) If intellectual property is created through the District’s administrative activities by an employee working within his/her scope of employment; or
- 2) If intellectual property is created by an employee executing a duty or specific assignment designated by the District; or
- 3) If intellectual property is created through the substantial use of District resources; or
- 4) If intellectual property is commissioned by the District pursuant to a signed contract; or
- 5) If intellectual property is produced within one of the nine categories of works considered works for hire under copyright law pursuant to a written contract, or
- 6) If intellectual property is 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 set forth in Section II 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 his/her 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 a 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 his/her 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 his/her job duties, and that program was created on the employee's own time, the work belongs to the employee.

Collective Bargaining Agreement – 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.

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 **Dean of Academic Services**.

Intellectual Property Coordinator

The **Dean of Academic Services** 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 Right

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 Academic Services 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 Intellectual Property Coordinator 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.

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 the 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 his/her 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 he/she is the sole owner of the Work and has 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

Note: Choose one paragraph

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 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 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 three 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 60 days after receipt of written notice thereof, this agreement shall terminate upon expiration of the 60-day period.
- c) Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional 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.

Author/Date

Dean of Academic Services/Date

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 the 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.

The author and the District agree as follows:

1. Rights Granted

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").

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 his/her 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 he/she is the sole owner of the Work and has full power and authority to make this agreement; that he or she has 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.]

Note: Choose one of the following paragraphs

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 \$ [redacted], then the Parties shall share profits 50% to the District and 50% to all Authors (to be shared evenly among the Authors if more than one.)

8. Subsidiary Rights

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.

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 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 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

- a) This Agreement shall remain in effect for 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 60 day period.
- c) Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement for an additional 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.

Author/Date

Dean of Academic Services/Date

Office of Primary Responsibility: Dean of Academic Services

NOTE: This procedure is **legally advised**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

(This is a new procedure recommended by the CC League and the League's legal counsel)

General Institution

Accepted by Consultation Council March 22, 2012

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.”

Note: *The following is excerpted from the legislative history of the 1976 Copyright Act, which established congressionally endorsed guidelines related to classroom copying for educational 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 individual request for his/her 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

Reference:

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 "coursepacks," 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

1. Obtain a copy of the booklets “Questions and Answers on Copyright for the Campus Community” and “Guidelines for Campus Copying”, “Copyright Infringement” from the Library.
2. If works fall within copyrighted material guidelines, contact the Office of Academic Services for an additional assessment of the need to obtain copyright permission.
3. Apply for copyright permission. Plan to obtain permissions well in advance of the intended use date. Obtaining appropriate permissions may require up to 120 days.
4. When granted permission is received, return the original to the Office of Academic Services for archiving.

The college encourages ongoing education for campus employees on the use of copyrighted materials including:

1. *The Association of American Publishers*, www.publishers.org, click on “conferences and publications”
2. *National Association of College Stores*, www.nacs.org, click on “industry information”
3. *Software and Information Industry Association*, www.siiia.net, click on “bookstore”
4. *American Libraries Association*, <http://www.ala.org/advocacy/copyright/crtools#evaluator>

Office of Primary Responsibility: Academic Services

NOTE: This procedure is **suggested as good practice**. The **red ink** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **blue ink** is language to consider including.

Date Approved:

(This is a new procedure recommended by the CC League and the League’s legal counsel)

