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PROPOSAL
FROM THE CERRITOS COMMUNITY COLLEGE DISTRICT TO THE
CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215

JANUARY 19, 2024

This proposal from the Cerritos Community College District to the Cerritos College Faculty Federation, AFT Local 6215 (“CCFF”) is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be added to the Collective Bargaining Agreement as set forth below:

NEW ARTICLE:
DUE PROCESS

[Note: Provisionally numbered Article 42, anticipating moving current “Term” provisions to Article 43.]

- 42.1 Application of Article: The terms of this Article are intended to ensure that the due process rights of full-time faculty personnel are observed during pre-disciplinary processes, including **paid administrative leave and investigations**, as well as the issuance of any corrective notice that does not involve any suspension/dismissal processes required by the California Education Code. Suspension or dismissal of contract and regular faculty may be issued for any cause enumerated in California Education Code section 87732, and will be conducted in accordance with the procedures provided in the California Education Code section 87660 et seq. Nothing in this Agreement shall preclude the District from utilizing those disciplinary procedures as provided in the Education Code.
- 42.2 Representation Rights: At all stages of pre-disciplinary processes, the issuance of any corrective notice, or the initiation of statutory disciplinary proceedings, a full-time faculty member shall have the right to request representation from the Federation. The District and Federation shall provide notice to the other party if a full-time faculty member notifies either party that the member elects to be represented by themselves during these processes.
- 42.3 Corrective Notices: Based upon credible knowledge of misconduct and prior to the imposition of disciplinary sanctions, the District may issue a full-time faculty member a corrective notice for the purpose of remediating observed behavior. In no event shall a corrective notice be based upon unsupported complaints and/or hearsay. The following Corrective Notices may be utilized by the District, dependent upon the severity of the misconduct, prior to any statutory processes:
- 42.3.1 Counseling Memorandum: The District may issue a counseling memorandum to document the misconduct and memorialize directives intended to assist the full-time faculty member in remediating the conduct. Counseling memorandum will not be placed in the member’s personnel file, and shall be kept in a separate confidential file maintained and accessed only by the Vice President of Human Resources. Provided there has been no repetition of similar conduct for a period two years, the counseling memorandum will be destroyed.
- 42.3.2 Written Reprimand: If a full-time faculty member has received a counseling memorandum for similar conduct within the preceding two years, the District may issue a written reprimand to document the misconduct and memorialize directives intended to assist the full-time faculty member in remediating the conduct. Such directives may include a requirement that a member shall

57 participate in a mandatory training, provided that such training must occur
58 during the members assigned time. The member will sign the reprimand to
59 acknowledge receipt and a copy shall be placed in the member's personnel
60 file, with which the member may attach a statement of rebuttal which shall
61 be permanently attached to the reprimand. The written reprimand shall be
62 removed upon the request of the unit member or the Federation provided
63 there has been no repetition of similar conduct for a period of four years.
64

65 42.3.3 The District shall not utilize other mechanisms, such as reassignment or
66 mandatory training, as corrective measures. The District reserves the right
67 to require mandatory trainings when necessary for legal compliance, and
68 shall continue to make assignments in accordance with Article 4.
69

70 42.4 Investigations: The parties acknowledge that the District has the authority and/or legal
71 duty to investigate complaints, reports, observations and/or other credible information
72 that a unit member has allegedly engaged in some form of misconduct, including
73 allegations that a full-time faculty member has violated applicable legal standards,
74 board policies, and/or administrative procedures. The District will conduct the
75 investigation in accordance with applicable Board Policy and Administrative
76 Procedures, as well as any mandatory external requirements imposed by law, such as
77 Title IX and/or Title 5 of the California Code of Regulations.
78

79 42.4.1 Notice of Investigation: The District may initiate an investigation at any time,
80 and must provide notice to the full-time faculty member prior to any
81 investigatory interview. The District provided notice shall include a
82 statement concerning the general nature of the allegations under
83 investigation, and shall allow the member an opportunity to confer with their
84 representative (if applicable) prior to the interview. If the District utilizes an
85 outside independent investigator, the notice shall include the identity and/or
86 means of contacting the investigator.
87

88 42.4.2 Notice of Findings: The District shall make best efforts to complete the
89 investigation within the timeframe required by the type of complaint, subject
90 to any extensions/continuances required to ensure the investigation is fully
91 and fairly completed. Following completion of the investigation, the District
92 shall provide a member/respondent with notice and a summary of findings,
93 in addition to any administrative determination and/or appeal rights as may
94 be required by the type of complaint.
95

96 42.5 Involuntary Paid Administrative Leave: The parties acknowledge that the District may
97 place a unit member on involuntary paid administrative leave consistent with the
98 requirements of Education Code Section 87623. During any involuntary paid
99 administrative leave, a full-time faculty member shall be entitled to remain in paid status
100 with all benefits intact.
101

102 42.5.1 General Notice of Leave: In most cases, the District shall provide written
103 notice at least two business days prior to initiating an involuntary paid
104 administrative leave. The notice will include a statement concerning the
105 general nature of the allegation or allegations related to placement on leave.
106 The notice may be combined with, or issued separate from, notice of
107 investigation as provided under Article 42.4.1.
108

109 42.5.2 Notice In Emergent Circumstances: Dependent upon the circumstances,
110 the District may immediately initiate an involuntary paid administrative leave
111 without providing notice pursuant to Article 42.5.1 if the District determines
112 that serious risk of physical danger or necessity arises from the specific

113 allegation or allegations. In these circumstances, the District shall provide
114 written notice, including a statement concerning the general nature of the
115 allegation or allegations related to placement on leave, within five business
116 days of initiating the involuntary administrative leave.
117

118 In most circumstances, the District will have 90 days from the date the unit member is placed
119 on involuntary paid administrative leave to either initiate disciplinary proceedings or reinstate
120 the member. This period shall run concurrently, and may be extended when necessary, with
121 the period of time required to complete the investigation process.

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124 For the District:

For the Cerritos College Faculty Federation
AFT Local 6215:

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129 Dr. Mercedes Gutierrez
130 Vice-President, Human Resources/
131 Assistant Superintendent
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Dr. April Bracamontes
CCFF/Lead Negotiator

Dr. Lynn Wang
CCFF President