

Human Resources

1 BP 7050 EMPLOYEE CONFLICT OF INTEREST

2 References:

3 Government Code, Sections 1126, 82029, 87100, 87302;
4 CCR, Title 2, Section 18705

5 The following policy pertains to all employees of the Cerritos Community College District.

6 **A. CONFLICTS OF INTEREST ARE PROHIBITED**

7 No employee or consultant/contractor of the Cerritos Community College District
8 shall make, participate in making, or in any way attempt to influence a decision of
9 the Cerritos Community College District in which he or she knows or has reason
10 to know will have a financial effect, distinguishable from its effect on the public
11 generally, on the employee or his or her "immediate family." Immediate family
12 members, consistent with Board Policy 7310 Nepotism, shall be defined as father,
13 mother, brother, sister, spouse, domestic partner, child, grandchild, stepfather,
14 stepmother, stepson, stepdaughter, mother-in-law, father-in-law, brother-in-law,
15 sister-in-law, son-in-law, daughter-in-law, grandfather, grandfather-in-law,
16 grandmother, grandmother-in-law, foster parents in lieu of father or mother, foster
17 children or family members living in the immediate household, which includes:

- 18 1. Any business entity in which the employee, consultant/contractor or his/her
19 immediate family has an investment;
- 20 2. Any business entity in which the officer, employee, consultant/contractor or
21 his/her immediate family is a director, officer, partner, trustee, employee, or
22 holds any position of management; or,
- 23 3. Any real property in which the officer, employee, consultant/contractor or
24 his/her immediate family has a direct or indirect interest.

25 **B. USE OF CONTRACTORS**

26 In accordance with Government Code, Section 1126, no designated employee
27 filing an Annual Statement shall accept money or gifts from any current contractor
28 providing facilities, grounds, or construction services to the District. Designated
29 employees are required to disclose on the Annual Statement any money or gifts in
30 any amount from any current contractor providing facilities, grounds, or
31 construction services to the District. For purposes of this section, a 'current
32 contractor' refers to any business entity or individual including contractors,
33 suppliers, architects, attorneys, engineers, and insurers, providing services related
34 to the construction of facilities or grounds for the District during the year covered
35 by the Annual Statement.

36 **C. PENALTIES**

37 Any employee who shall make, participate in making, or in any way attempt to use
38 his or her relationship with the Cerritos Community College District to influence a
39 decision of the Cerritos Community College District in which he or she knows or
40 has reason to know he or she has a prohibited financial interest shall be subject to
41 discipline, including up to dismissal.

42 D. ACADEMIC DECISIONS

43 In the area of academic decisions, the Fair Political Practices Commission has
44 established certain specific exemptions from conflict of interest provisions which
45 are applicable to the Cerritos Community College District. Academic decisions
46 with respect to textbook utilization and other educational materials are also subject
47 to the District's written guidelines for textbooks which appear in the collective
48 bargaining agreement. The regulations for academic decisions adopted by the
49 California Fair Political Practices Commission, at Title 2 Code of the California
50 Code of Regulations (CCR), Section 18705, provide as follows:

51 Section 18705. Academic Decisions.

52 "(a) Except as provided in subsection (b), neither disclosure of financial
53 interests nor disqualification is required under Government Code, Sections
54 87100, 87302, or any Conflict of Interest Code, in connection with:

55 "(1) Teaching decisions, including the selection by a teacher of books or
56 other educational materials for use within his or her own school or
57 institution, and other decisions incidental to teaching;

58 "(2) Decisions made by a person who has teaching or research
59 responsibilities at an institution of higher education to pursue personally a
60 course of academic study or research, to apply for funds to finance such a
61 project, to allocate financial and material resources for such academic study
62 or research, and all decisions relating to the manner or methodology with
63 which such study or research will be conducted. Provided, however, that
64 the provisions of this subsection (2) shall not apply with respect to
65 institution- or campus- wide administrative responsibilities respecting the
66 approval or review of any phase of academic research or study conducted
67 at the institution or campus.

68 "(b) Disclosure shall be required under Government Code, Section 87302
69 or any Conflict of Interest Code in connection with a decision made by a
70 person or persons at an institution of higher education with principal
71 responsibility for a research project to undertake such research, if it is to be
72 funded or supported, in whole or in part, by a contract or grant (or other
73 funds earmarked by the donor for a specific research project or for a specific
74 researcher) from a nongovernmental entity, but disqualification may not be
75 required under Government Code, Sections 87100, 87302, or any Conflict
76 of Interest Code in connection with any such decision if the decision is
77 substantively reviewed by an independent committee established within the
78 institution."

79 E. DISTRIBUTION OF THIS POLICY

80 Copies of this policy shall be distributed by the Human Resources Office to all
81 current and future employees.

82 See also BP/AP 2710 titled Conflict of Interest and BP 2712 titled Conflict of Interest
83 Code.

84 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Revised: November 6, 2019

Date Reviewed: April 8, 2019

(Replaces former Cerritos CCD Policy 5000.1)

Human Resources

1 **BP 7100 COMMITMENT TO DIVERSITY**

2 **References:**

- 3 Education Code, Sections 87100 et seq.;
- 4 Title 5, Sections 53000 et seq.

5 The Board of Trustees is committed to employing qualified equity minded administrators,
6 faculty, and staff members who are dedicated to student success. To further this
7 commitment, the District will support professional development opportunities related to
8 diversity, inclusion, and equity. The Board of Trustees recognizes that diversity in the
9 academic environment fosters cultural awareness, promotes mutual understanding and
10 respect, and provides suitable role models for all students. The District supports the goals
11 of diversity, inclusion, and equity, and provides equal opportunity for all qualified
12 candidates.

13 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Revised: November 16, 2019

Date Reviewed: April 8, 2019

Human Resources

1 **BP 7110 DELEGATION OF AUTHORITY, HUMAN RESOURCES**

2 **Reference:**

3 Education Code, Section 70902(d)

4 The Board of Trustees delegates authority to the President/Superintendent to authorize
5 employment, set job responsibilities, and perform other personnel actions provided that
6 all state and federal laws and regulations and Board Policies and Administrative
7 Procedures have been followed, subject to confirmation by the Board.

8 Office of Primary Responsibility: President/Superintendent

Date Adopted: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policy 7000.1)

Human Resources

1 **BP 7130 COMPENSATION**

2 **References:**

- 3 Education Code, Sections 70902(b)(4), 72411, 87801, and 88160;
- 4 Government Code, Section 53200;
- 5 U.S. Department of Education regulations on the Integrity of Federal Student
- 6 Financial Aid Programs under Title IV of the Higher Education Act of 1965, as
- 7 amended

8 The Board of Trustees shall establish salary schedules, compensation, and benefits
9 (including health and welfare benefits as applicable) for all classes of employees and
10 each administrator employed pursuant to a contract under Education Code Section
11 72411.

12 District salary schedules, compensation, and benefits shall be administered in
13 accordance with federal, state, local laws, and Board Policies and Administrative
14 Procedures and will be consistent with the terms of respective collective bargaining
15 agreements.

16 The Board of Trustees may defer the adoption of salary schedules to be paid, pending
17 adoption of the District's budget for the ensuing fiscal year.

18 **Prohibition on Incentive Compensation**

19 The District shall not provide any commission, bonus, or other incentive payment based,
20 directly or indirectly, on the success in securing enrollments or financial aid, to any person
21 or entity engaged in any student recruiting or admission activities or in making decisions
22 regarding the award of student financial assistance. Employees covered by this ban shall
23 be referred to as "covered employees" for purposes of this policy.

24 Foreign students residing in foreign countries who are not eligible to receive federal
25 student assistance are not subject to this prohibition.

26 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008
Date Revised: June 13, 2012, November 6, 2019
Date Reviewed: April 8, 2019
(Replaces former Cerritos CCD Policy 7006)

Human Resources

1 **BP 7140 COLLECTIVE BARGAINING**

2 **References:**

3 Government Code, Sections 3540 et seq.

4 If eligible employees of the District select an employee organization as their exclusive
5 representative, and if after recognition by the District or after a properly conducted
6 election, an exclusive representative is certified as the representative of an appropriate
7 unit of employees under the provisions of the Educational Employment Relations Act,
8 Government Code, Sections 3540 et seq., the District will meet and negotiate in good
9 faith on matters within the scope of bargaining as defined by law.

10 Procedures for recognition and verification are contained in existing collective bargaining
11 agreements.

12 The District shall meet and confer with employee groups who are not represented by an
13 employee organization under Government Code.

14 Also see BP and AP 2610 titled Presentation of Initial Collective Bargaining Proposals

15 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: February 5, 2014

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7035 and 7036)

Human Resources

1 **BP 7160 PROFESSIONAL DEVELOPMENT**

2 **Reference:**

3 ACCJC Accreditation Standard III.A.14 (*formerly III.A.5*)

4 The Board of Trustees authorizes the President/Superintendent to establish
5 administrative procedures which support professional development for employees in
6 alignment with the District's goals and within the budget allocation for professional
7 development and/or within the terms of negotiated collective bargaining agreements.

8 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: October 16, 2013

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 3019 and 3020)

Human Resources

1 BP 7210 ACADEMIC EMPLOYEES

2 References:

3 Education Code, Sections 87400 et seq., 87419.1, 87600 et seq., and 87482.8;
4 Title 5, Section 51025

5 Academic employees are all persons employed by the District in academic positions.
6 Academic positions include every type of service, other than paraprofessional service, for
7 which minimum qualifications have been established by the Board of Governors for the
8 California Community Colleges.

9 Faculty members are those employees who are employed by the District in academic
10 positions that are not designated as educational administrators or managers. Faculty
11 employees include, but are not limited to, instructors, librarians, counselors, and
12 professionals in DSPS, and EOPS.

13
14 Decisions regarding tenure of faculty shall be made in accordance with the evaluation
15 procedures established for the evaluation of probationary faculty contained in the
16 collective bargaining agreement and in accordance with the requirements of the
17 Education Code.

18 A bachelor's degree or the equivalent, from an accredited educational institution, shall be
19 the minimum degree requirement for obtaining tenure as a faculty member in the District.
20 The Board of Trustees reserves the right to determine whether a faculty member shall be
21 granted tenure.

22 The District may employ temporary faculty from time to time as required by the interests
23 of the District. Temporary faculty may be employed full time or part time. The Board of
24 Trustees delegates authority to the President/Superintendent to determine the extent of
25 the District's needs for temporary faculty.

26 Notwithstanding this policy, the District shall comply with its goals under the Education
27 Code regarding the ratio of full-time to part-time faculty to be employed by it and for
28 making progress toward the standard of 75% of total faculty workload hours taught by
29 full-time faculty.

30 Offices of Primary Responsibility: Vice President, Academic Affairs
Vice President, Human Resources

Date Adopted: December 10, 2008

(Replaces former Cerritos CCD Policies 7000.2, 7000.3, 7200, and 7201)

Human Resources

1 **BP 7233 WORK OUT OF CLASSIFICATION**

2 **Reference:**

- 3 Education Code, Section 88010
- 4 Government Code, Section 20480

5 It is the intent of the Board of Trustees that no classified, confidential, or management
6 employee will work out of classification for an indefinite period of time and that out-of-
7 classification work assignments will be temporary as prescribed in the Education Code
8 and Government Code.

9 The Board of Trustees authorizes the President/Superintendent to establish and maintain
10 procedures for classified, confidential, and management employees who work out of
11 classification. The procedures for classified employees who work out of classification are
12 established and maintained in the collective bargaining agreement. The procedures for
13 confidential employees who work out of classification are maintained in the Confidential
14 Employees' Handbook. The procedures for management employees who work out of
15 classification are established and maintained in the Management Employees' Handbook.

16 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Revised: April 22, 2019

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7311 and 7109)

Human Resources

1 **BP 7234 OVERTIME**

2 **References:**

3 Education Code, Sections 88027, 88028, 88029, and 88030
4 29 Code of Federal Regulations, Part 541, Sections 541.102 and 541.301 (Fair
5 Labor Standards Act)

6 Overtime compensation provisions for classified employees are established and
7 maintained in the collective bargaining agreement. Provision for compensatory time off
8 in lieu of payment for overtime are established and maintained in the collective bargaining
9 agreement.

10 Overtime compensation provisions for confidential employees will be maintained by the
11 District in administrative procedures.

12 The District will maintain provisions for overtime compensation for temporary hourly
13 employees in administrative procedures.

14 Educational administrators and classified managers are excluded from overtime
15 compensation provisions by federal law and Education Code Section 88029. Faculty
16 members are excluded from overtime wage provisions by federal law.

17 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policy 7106.1)

Human Resources

1 BP 7250 EDUCATIONAL ADMINISTRATORS

2 References:

3 Education Code, Sections 72411 et seq., 87002(b), and 87457-87460;
4 Government Code, Sections 3540.1(g) and (m)

5 An administrator is a person employed by the Board of Trustees in a management
6 position as defined in Government Code, Sections 3540 et seq. Educational
7 administrators are those who exercise direct responsibility for supervising the operation
8 of or formulating policy regarding the instructional or student services programs of the
9 District.

10 Duties and Responsibilities

11 Educational administrators, regardless of job description, have authority to recommend
12 the hire, transfer, suspension, promotion, discharge, assignment and/or discipline of
13 employees. Educational administrators have the responsibility to assign, direct and
14 evaluate the work of employees, and/or address employee grievances. Educational
15 administrators have the responsibility as specified in their Board approved job
16 descriptions to plan, organize, and administer the activities of the department, office or
17 division efficiently in accordance with federal, state, and local laws, Board Policies,
18 Administrative Procedures, employee handbooks, and collective bargaining agreements.

19 Appointments

20 The appointments of the President/Superintendent and any other contract positions as
21 established by the Board of Trustees are established by contracts and continued by the
22 action of the Board of Trustees.

23 All other educational administrator positions are offered and held on recommendation of
24 the President/Superintendent with the approval of the Board of Trustees. Appointments
25 to educational administrator positions, other than those controlled by management
26 contract as specified in Board Policy, shall be continued from year to year unless
27 appropriate notice is given in the manner prescribed by law.

28 Terms and Conditions of Employment

29 The President/Superintendent shall provide, subject to approval of the Board of Trustees,
30 regulations regarding management employees' rights, terms and conditions of
31 employment. Management employees' concerns on matters related to wages, hours of
32 employment and other terms and conditions of employment shall be communicated to the
33 Board of Trustees by the President/Superintendent or his/her designee.

34 A full-time management assignment is defined as a 40-hour workweek; however,

35 managers may be required and/or expected to render any additional time as may be
36 necessary to fulfill their management responsibilities and/or meet District needs.

37 **Reassignment**

38 Educational administrators do not acquire and cannot obtain tenured status as
39 educational administrators, but are eligible for and may hold status in other capacities in
40 the District in accordance with Education Code Section 87458. An educational
41 administrator who has not previously acquired tenure as a faculty member in the District
42 shall have the right to become a first year probationary faculty member once his or her
43 administrative assignment expires or is terminated, if the following criteria are met:

- 44 • The administrator meets the criteria established by the District for minimum
45 qualifications for a faculty position, in accordance with procedures developed
46 jointly by the President/Superintendent and the Faculty Senate and approved by
47 the Board of Trustees. The Board shall rely primarily on the advice and judgment
48 of the Faculty Senate to determine that an administrator possesses minimum
49 qualifications for employment as a faculty member.
- 50 • The requirements of Education Code, Section 87458(c) and (d), or any successor
51 statute, are met with respect to prior satisfactory service and reason for termination
52 of the administrative assignment.
- 53 • The District has a vacancy for which the administrator meets minimum
54 qualifications.

55 **Compensation**

56 Educational administrators shall be compensated in the manner provided for by the
57 appointment or contract of employment and/or are compensated according to the terms
58 of the management salary schedule. The management salary schedule shall be set by
59 the Board of Trustees upon recommendation by the President/Superintendent.
60 Educational administrators will originally be placed on the appropriate salary schedule
61 according to position by the President/Superintendent.

62 **Benefits**

63 Educational Administrators shall be entitled to health and welfare benefits made available
64 by action of the Board of Trustees upon recommendation by the
65 President/Superintendent.

66 Educational administrators shall be entitled to vacation leave, sick leave, and other leaves
67 as provided by law, Board Policies and Administrative Procedures.

68 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7000.4, 7000.6, 7101.1, 7101.2, 7101.3, and 7103)

Human Resources

1 **BP 7260 CLASSIFIED MANAGERS**

2 **References:**

3 Education Code, Sections 70902; 72411; 87002(c); 88003; 88013; 88120; 88124;
4 88191;
5 Government Code, Sections 3540.1(g) and (m)

6 Classified managers are administrators who are not employed as educational
7 administrators. Classified managers are those classified administrators, regardless of job
8 description, who have significant responsibilities for formulating District policies and/or
9 administering District programs other than the educational programs of the District.

10 Classified managers are employed in the same manner as the other members of the
11 classified service. Employment shall be consistent with other provisions of these Board
12 Policies and Administrative Procedures regarding employment of classified employees.

13 **Duties and Responsibilities**

14 Classified managers, regardless of job description, have authority to recommend the hire,
15 transfer, suspension, promotion, discharge, assignment, and/or discipline of employees.
16 Classified managers have the responsibility to assign, direct and evaluate the work
17 employees, and/or address employee grievances. Classified managers have the
18 responsibility as specified in their Board approved job descriptions to plan, organize, and
19 administer the activities of the department, office or division efficiently in accordance with
20 federal, state, and local laws, Board Policies, Administrative Procedures, employee
21 handbooks, and collective bargaining agreements.

22 **Appointments**

23 The appointments to contract positions as established by the Board of Trustees are
24 established by contracts and continued by the action of the Board of Trustees.

25 Classified management positions are offered and held on recommendation of the
26 President/Superintendent with the approval of the Board of Trustees.

27 **Probationary Period and Permanent Status**

28 The probationary employment period for all classified managers shall be 12 calendar
29 months of actual service which shall be deemed to include days of absence for illness or
30 injury to which the manager is entitled without loss of pay pursuant to the requirements
31 and authority of Section 88191 of the Education Code. The probationary period shall
32 commence on the first day of paid service.

33 Continued employment of probationary classified managers is subject to successful
34 completion of the probationary period. During the probationary period, classified
35 managers shall be subject to disciplinary action and/or noncontinuance of probationary
36 employment and shall not have a right to a hearing.

37 Upon completion of the required probationary employment period by a classified
38 manager, such manager is hereby designated as a permanent employee and shall be
39 subject to disciplinary action only for cause as prescribed in the Board Policy governing
40 discipline of classified employees.

41 **Terms and Conditions of Employment**

42 The President/Superintendent shall provide, subject to approval of the Board of Trustees,
43 regulations regarding management employees' rights, terms and conditions of
44 employment. Management employees' concerns on matters related to wages, hours of
45 employment and other terms and conditions of employment shall be communicated to the
46 Board of Trustees by the President/Superintendent or his/her designee.

47 A full-time management assignment is defined as a 40-hour workweek; however;
48 managers may be required and/or expected to render any additional time as may be
49 necessary to fulfill their management responsibilities and/or meet District needs.

50 **Compensation**

51 Classified managers will be compensated in the manner provided for by the appointment
52 or contract of employment and/or are compensated according to the terms of the
53 management salary schedule. The management salary schedule will be set by the Board
54 of Trustees upon recommendation by the President/Superintendent. Classified managers
55 will originally be placed on the appropriate salary schedule according to position by the
56 President/Superintendent.

57 **Benefits**

58 Classified managers will be entitled to health and welfare benefits made available by
59 action of the Board of Trustees upon recommendation by the President/Superintendent.

60 Classified managers will be entitled to vacation leave, sick leave, and other leaves as
61 provided by law, Board Policies and Administrative Procedures.

62 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7000.5, 7100.4, and 7108)

Human Resources

1 BP 7310 NEPOTISM

2 References:

3 Government Code, Sections 1090 et seq. and 12940 et seq.;

4 The District does not prohibit the employment of a relative, an immediate family member
5 or domestic partner (as defined by Family Code, Sections 297 et seq.) of a current
6 employee in the same department or division, with the exception that they shall not be
7 assigned to a position within the same department, division, or site that has an immediate
8 family member, as defined below, who is in a position to recommend or influence
9 personnel decisions. Any employee of the District is also prohibited from making any
10 admissions, financial aid, work-study, student hourly employment or internship decisions
11 for student(s) who are relatives, domestic partners or in their immediate family.

12 Personnel decisions include appointment, retention, evaluation, tenure, work assignment,
13 promotion, discipline, demotion, or salary of the relative or domestic partner.

14 Relative or immediate family member as used in this policy refers to father, mother,
15 brother, sister, spouse, child, grandchild, stepfather, stepmother, stepson, stepdaughter,
16 mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law,
17 grandfather, grandfather-in-law, grandmother, grandmother-in-law, foster parents in lieu
18 of father or mother, foster children or family members living in the immediate household.
19 Pursuant to Board Policy 7510, a domestic partner and his/her immediate family members
20 shall have, insofar as permitted by California law, the same consideration as a spouse.

21 At anytime that an immediate family member or relative of a member of the Board of
22 Trustees is being considered for employment in any regular full-time, part-time, or hourly
23 capacity by the District, said member of the Board of Trustees shall make known the
24 family relationship before action is taken.

25 The District will make reasonable efforts to assign job duties to minimize the potential for
26 creating an adverse impact on supervision, safety, security, or morale, or creating other
27 potential conflicts of interest in dealing with employment of immediate family members.

28 Notwithstanding the above, the District retains the right where such placement has the
29 potential for creating an adverse impact on supervision, safety, security, or morale, or
30 involves other potential conflicts of interest, to refuse to place relatives or immediate
31 family members in the same department, division, or facility. The District retains the right
32 to reassign or transfer any person to eliminate the potential for creating an adverse impact
33 on supervision, safety, security, or morale, or involves other potential conflicts of interest.

34 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Revised: March 28, 2011

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7000.14 and 7028)

Human Resources

1 **BP 7330 COMMUNICABLE DISEASE**

2 **References:**

3 Education Code, Sections 87408, 87408.6, and 88021

4 All newly hired academic employees who have not previously been employed in a school
5 district in California shall have on file a medical certificate indicating freedom from
6 communicable diseases, including active tuberculosis. No academic employee shall
7 commence service until such medical certificate has been provided to the District.

8 All newly hired academic or classified employees who have not previously been employed
9 in a school district in California must show that within the past 60 days they have submitted
10 to a tuberculosis risk assessment and, if risk factors are present, have been examined to
11 determine that they are free from active tuberculosis. If risk factors were present at the
12 tuberculosis risk assessment, and an examination occurs, after the examination the
13 employee shall provide the District with a certificate from the employee's examining
14 physician showing that the employee was examined and found to be free from active
15 tuberculosis.

16 All employees shall be required to undergo a tuberculosis risk assessment within four years
17 of employment and every four years thereafter to determine if they are free from active
18 tuberculosis.

19 Also see AP 7335 titled Health Examinations and AP 7336 titled Certification of Freedom
20 from Tuberculosis.

21 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Reviewed: May 15, 2019

Human Resources

1 **BP 7335 HEALTH EXAMINATIONS**

2 **References:**

- 3 Government Code, Section 12940;
- 4 42 U.S. Code, Section 12112(d);
- 5 29 C.F.R., Part 1630

6 The District may require examinations of candidates for appropriate positions prior to
7 assuming the duties of the position. Such pre-employment medical examinations may
8 only be required after a conditional job offer has been made, and shall be required of any
9 candidate for a position for which a pre-employment medical examination has been
10 deemed appropriate. No candidate will be required to participate in such an examination
11 solely on the basis of the candidate's age or disability.

12 The Board of Trustees, the President/Superintendent or his/her designee may require
13 any employee to undergo a physical or mental examination at any time it appears to be
14 in the District's interest to obtain verification of an employee's fitness for duty. Such
15 medical examinations will be at the District's expense and will be conducted by a
16 physician chosen by the District.

17 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos College Policy 7034)

Human Resources

1 **BP 7345 CATASTROPHIC ILLNESS LEAVE PROGRAM**

2 **References:**

3 Education Code Section 87045

4 The Board authorizes implementation of a Catastrophic Illness Leave Program to permit
5 regular, full-time District employees who have completed the probationary period to
6 donate a maximum of one day of their own accumulated sick leave balance, per academic
7 year, to another District employee who has been diagnosed with a catastrophic illness.

8 For the purpose of this Program, “catastrophic illness” is defined as a medically-
9 diagnosed condition, as determined by a licensed medical practitioner, that is expected
10 to incapacitate the employee for an extended period of time (at least 30 calendar days)
11 and prevent the employee from performing his/her duties. Pursuant to Education Code
12 87045, an employee must exhaust all accrued paid leave credits in order to be eligible for
13 catastrophic illness leave. Accumulated and donated sick leave, extended sick leave,
14 and long-term disability benefits are used concurrently with employee leave entitlements
15 under the Family and Medical Leave and California Family Rights Acts. Donations of sick
16 leave through this Program can be accepted from all regular District employee groups.

17 The President/Superintendent shall establish administrative procedures to administer the
18 program that comply with the requirements established by the Education Code. The
19 administrative procedures shall ensure that the program is administered in a
20 nondiscriminatory way.

21 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: January 18, 2017

Date Reviewed: May 15, 2019

Human Resources

1 **BP 7346 MILITARY LEAVE**

2 **References:**

- 3 Military and Veteran's Code, Sections 389 et seq.;
- 4 Education Code, Sections 87018, 87700, 87832, and 88116;
- 5 38 U.S. Code, Sections 4301 et seq.

6 The District will grant a temporary military leave of absence to employees who are

7 members of the reserve corps or force of the Armed Forces, the National Guard, or the

8 Naval Militia who are ordered to active duty in accordance with state and federal law and

9 the collective bargaining agreements.

10 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Revised: April 22, 2019

Date Reviewed: May 15, 2019

(Replaces former Cerritos College Policy 7015)

Human Resources

1 **BP 7350 RESIGNATIONS**

2 **References:**

3 Education Code, Sections 87730 and 88201

4 The Board of Trustees shall accept the resignation of any employee and shall fix the time
5 when the resignation takes effect, which shall not be later than the close of the academic
6 year during which the resignation has been received by the Board.

7 The Board of Trustees hereby delegates to the President/Superintendent the authority to
8 accept resignations on its behalf at any time. Resignations shall be deemed accepted by
9 the Board of Trustees when accepted in writing by the President/Superintendent. When
10 accepted by the President/Superintendent, the resignation is final and may not be
11 rescinded unless otherwise approved by the Board. All such resignations shall be
12 forwarded to the Board of Trustees for ratification.

13 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: February 5, 2014

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policy 7005)

Human Resources

1 BP 7365 DISCIPLINE AND DISMISSAL – CLASSIFIED EMPLOYEES

2 References:

- 3 Education Code, Sections 88013 and 88016;
- 4 Government Code, Sections 3300 et seq.

5 The President/Superintendent shall enact procedures for the disciplinary proceedings
6 applicable to permanent classified employees of the District. Such procedures shall
7 conform to the requirements of the Education Code.

8 The Board of Trustees' determination of the sufficiency of the cause for disciplinary action
9 of a classified employee shall be conclusive.

10 No disciplinary action shall be taken for any cause that arose prior to the employee
11 becoming permanent or for any cause that arise more than two years preceding the date
12 of the filing of any charge against the employee, unless the cause was concealed or not
13 disclosed by the employee when it could be reasonably assumed that the employee
14 should have disclosed the facts to the District.

15 Discipline

16 No employee in the classified service shall be disciplined because of his/her political or
17 religious opinions or affiliations, or race, color, gender, gender identity, gender
18 expression, medical condition, genetic information, sexual orientation, physical or mental
19 disability, age, national origin, ancestry, marital status or other category prohibited by law.

20 The Board of Trustees retains broad discretionary powers in the matters of imposition of
21 disciplinary actions on classified employees. A permanent classified employee of the
22 District shall be accorded rights to due process in relation to disciplinary actions.

23 Probationary Dismissal

24 At any time prior to the expiration of the probationary period, the Board of Trustees may,
25 at its sole discretion, dismiss a probationary classified employee from District employment
26 without cause. A probationary classified employee shall not be entitled to an appeal or
27 to a hearing.

28 Cause for Discipline

29 A permanent classified employee shall be subject to disciplinary action for cause including
30 but not limited to demotion, suspension or dismissal from employment.

31 The term "cause" shall include, but shall not be limited to the following:

- 32 1) Incompetence or inefficiency in the performance of the duties of the position held.

- 33 2) Insubordination (including, but not limited to, refusal to do assigned work), or
34 insolence or disrespect toward authority.
- 35 3) Carelessness or negligence in the performance of duty or in the care or use of
36 District property.
- 37 4) Discourteous, offensive, or abusive conduct or language toward other employees,
38 students, or the public.
- 39 5) Dishonesty.
- 40 6) Possession, consumption, or being under the influence of alcoholic beverages or
41 intoxicants while on duty.
- 42 7) Unauthorized use or possession during working time of any illegal drugs or
43 controlled substances or prescription drugs for which an employee does not have
44 a valid, current prescription issued to him/her.
- 45 8) Personal conduct unbecoming an employee of the District, whether or not such
46 conduct amounts to a crime.
- 47 9) Conviction of a felony or of any crime involving moral turpitude, or any crime
48 bringing discredit upon the District.
- 49 10) Conviction of a sex offense as defined in Education Code, Section 87010.
- 50 11) Absence and/or repeated tardiness without authority or sufficient reason.
- 51 12) Excessive absenteeism and/or tardiness regardless of reason.
- 52 13) Abuse of leave privileges.
- 53 14) Falsification or omission of any information supplied or required to be supplied to
54 the District, including but not limited to, information supplied on application forms,
55 employment records, or any other college District records.
- 56 15) Violation or refusal to obey the school laws of the state or reasonable regulations
57 prescribed for the government of community colleges by the Board of Governors
58 or by the Board of Trustees of the District.
- 59 16) Offering of anything of value or offering any service in exchange for special
60 treatment in connection with the employee's job or employment, or accepting
61 anything of value or any service in exchange for granting any special treatment to
62 another employee or to any member of the public.
- 63 17) Willful refusal to follow the lawful directives of the employee's supervisor or other
64 supervisory or managerial directives.
- 65 18) Willful failure of good conduct tending to injure the public service.
- 66 19) Abandonment of position, by being absent without authorization for five (5) or more
67 days.
- 68 20) Immoral conduct.
- 69 21) Evident unfitness for service.
- 70 22) Engaging in political activities during assigned hours of duty.
- 71 23) Inability to meet requirement of job description, including but not limited to,
72 possession of licenses, etc.
- 73 24) Any conduct that threatens or tends to threaten the welfare and/or the property of
74 the students or employees of the District, including the employee(s) involved in the
75 conduct.
- 76 25) The refusal of any officer or employee of the District to testify under oath before
77 any court, grand jury, or administrative officer having jurisdiction over any then
78 pending cause of inquiry in which the District is involved. Violation of this provision

79 may constitute of itself sufficient ground for the immediate discharge of such officer
80 or employee.
81 26) Working overtime without authorization.

82 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Dates Revised: May 20, 2009; October 24, 2012

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7333, 7334, and 7335)

Human Resources

1 **BP 7510 DOMESTIC PARTNERS**

2 **References:**

3 Family Code, Sections 297, 298, 298.5, 297.5, 299, 299.2, and 299.3

4 Domestic partners registered with the California Secretary of State shall have, insofar as
5 permitted by California law, all of the same rights, protections, and benefits, as well as
6 the same obligations, responsibilities, and duties of married persons (spouses) under
7 state law. Former domestic partners shall have all of the rights and obligations of former
8 spouses. Surviving domestic partners shall have the same rights, protections, and
9 benefits as are granted to a surviving spouse of a decedent.

10 Therefore, all references to “spouses” in the District’s policies or administrative
11 procedures shall be read to include registered domestic partners as permitted by
12 California law.

13 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: December 10, 2008

Date Reviewed: May 15, 2019

Human Resources

1 BP 7600 CAMPUS POLICE

2 References:

- 3 Education Code, Sections 72330 et seq.;
- 4 Government Code, Sections 3300 et seq.

5 The Board of Trustees has established a Campus Police Department under the
6 supervision of one Chief of Campus Police, who shall report directly to the Vice
7 President of Business Services. The department shall have jurisdiction to enforce the
8 law on or near the campus as provided by law and/or mutual aid agreements covering
9 contiguous law enforcement agency territory. The department shall maintain a
10 Department Policy Manual consisting of current state and federal legal standards and
11 established best practices, as promulgated by the recognized police standards authority
12 (currently Lexipol, Inc.).

13 Campus Police officers shall be employed as members of the classified service and
14 shall, when duly sworn, be peace officers as defined by law. Prior to employment, they
15 shall satisfy the training requirements set out in Penal Code, Sections 830 et seq.
16 Additional employment conditions and requirements shall be stipulated in Administrative
17 Procedure 7600 titled Campus Police.

18 The President/Superintendent or designee shall establish minimum qualifications of
19 employment for the Chief of Campus Police including, but not limited to, prior
20 employment as a peace officer or completion of a peace officer training course
21 approved by the Commission on Peace Officer Standards and Training (POST).

22 The President/Superintendent shall ensure that every sworn member of the police
23 department satisfies the requirements of state law regarding qualifications for continued
24 employment. These shall include meeting standards set by the California Commission
25 on Peace Officer Standards and Training (California POST) including those pertaining
26 to firearms.

27 Every sworn member of the Campus Police Department shall be required to know and
28 follow procedures for the use of weapons and force, including firearms, as stipulated in
29 the current Department Policy Manual.

30 Every sworn member of the Campus Police Department shall be issued a suitable
31 identification card and badge bearing the words "Cerritos College Police".

32 The President/Superintendent, in cooperation with the Chief of Campus Police, shall
33 issue such other regulations as may be necessary for the administration of the Campus
34 Police Department.

35 Also see AP 7600 titled Campus Police.

36 Offices of Primary Responsibility: Vice President, Business Services

37 Vice President, Human Resources

Date Adopted: December 10, 2008

Dates Revised: May 20, 2009; October 5, 2011; April 22, 2019

Date Reviewed: May 15, 2019

(Replaces former Cerritos College Policies 4300-4302)

Human Resources

1 BP 7700 WHISTLEBLOWER PROTECTION

2 References:

- 3 Education Code, Sections 87160-87164;
- 4 California Labor Code, Section 1102.5;
- 5 Government Code, Section 53296;
- 6 Private Attorney General Act of 2004 (Labor Code, Section 2698)
- 7 Affordable Care Act (29 U.S.C. 218C)

8 The President/Superintendent shall establish procedures regarding the reporting and
9 investigation of suspected unlawful activities by District employees, and the protection
10 from retaliation of those who make such reports in good faith and/or assist in the
11 investigation of such reports. For the purposes of this policy and any implementing
12 procedures, “unlawful activity” refers to any activity—intentional or negligent—that
13 violates state or federal law, local ordinances, or Board Policy.

14 The procedures shall provide that individuals are encouraged to report suspected
15 incidents of unlawful activities without fear of retaliation, that such reports are investigated
16 thoroughly and promptly, remedies are applied for any unlawful practices and protections
17 are provided to those employees who, in good faith, report these activities and/or assist
18 the District in its investigation.

19 Furthermore, District employees shall not:

- 20 (1) retaliate against an employee or applicant for employment who has made a
21 protected disclosure, assisted in an investigation, or refused to obey an illegal
22 order;
- 23 (2) retaliate against an employee or applicant for employment because the
24 employee or applicant is a family member of a person who has made a protected
25 disclosure, assisted in an investigation, or refused to obey an illegal order; or
- 26 (3) directly or indirectly use or attempt to use the official authority or influence of
27 his or her position for the purpose of interfering with the right of an applicant or an
28 employee to make a protected disclosure to the District. The District will not
29 tolerate retaliation and will take whatever action may be needed to prevent and
30 correct activities that violate this policy, including discipline of those who violate it
31 up to and including termination.

32 Office of Primary Responsibility: President/Superintendent

Date Adopted: December 10, 2008
Date Revised: November 18, 2013
Date Reviewed: May 15, 2019

Human Resources

1 **AP 7050 EMPLOYEE CONFLICT OF INTEREST**

2 **References:**

3 Government Code, Sections 1126, 82029, 87100, 87302;
4 CCR, Title 2, Section 18705

5 The District will provide to all employees upon hire notice which includes, but is not limited
6 to, those actions which will be deemed a conflict of interest.

7 A. Any employee violating Board Policy 7050 may be subject to disciplinary action
8 according to and consistent with the terms of the current Board Policies, collective
9 bargaining agreements, the Fair Political Practices Act and the Government and
10 Education Codes. Any employees who have questions or concerns of potential
11 conflict of interests should contact the Director or Vice President of Human
12 Resources.

13 B. All rights of appeal shall be consistent with state statutes and collective bargaining
14 agreements.

15 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Revised: April 8, 2019

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policy 5000.1)

Human Resources

1 **AP 7110 DELEGATION OF AUTHORITY, HUMAN RESOURCES**

2 **Reference:**

3 Education Code, Section 70902(d);
4 ACCJC Accreditation Standard III.A.11

5 **A. Authorization to Hire**

6 The authority to hire employees for all service to the District is vested in the Board of
7 Trustees. No employment is final until the Board takes official action.

8 **B. Recommendation for Hire**

9 The establishment of new positions requires approval from the Board of Trustees.
10 Replacement positions require recommendations from the appropriate Vice President of
11 the area to the President/Superintendent. The President/Superintendent will ensure that
12 funds are available to cover the cost of replacement or new positions. The Human
13 Resources Office is responsible for filling authorized positions through the established
14 hiring policies and procedures.

15 **C. Delegation of Responsibility**

16 The President/Superintendent may delegate to the Vice President of Human Resources
17 the development of job responsibilities and the performance of other personnel actions
18 provided that all state and federal laws and regulations, Board Policies, and
19 Administrative Procedures are followed.

20 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008
Dates Revised: July 1, 2010; April 8, 2019
Date Reviewed: May 15, 2019

Human Resources

1 **AP 7125 VERIFICATION OF ELIGIBILITY FOR EMPLOYMENT**

2 **Reference:**

3 8 U.S. Code, Section 1324a

4 The District will only hire or recruit United States citizens or people legally authorized to
5 be employed in the United States. The District will not sponsor individuals for employment
6 except under unusual circumstances as approved by the Board of Trustees.

7 The District will ensure completion and verification of the employment eligibility form(s)
8 required by the United States government for each new employee. The District will retain
9 such forms for at least three years or until one year after the persons leaves the District's
10 employment, whichever is later.

11 The District will protect the privacy of the information it collects pursuant to this procedure.

12 The Employment Eligibility Verification Form (I-9) is required for employment from all
13 persons hired subsequent to November 1986, within three business days of hire and must
14 be accompanied by unexpired, acceptable documents as set forth in federal law
15 (Department of Homeland Security, U.S. Citizenship, and Immigration Services) at the
16 time of hire.

17 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Revised: April 8, 2019

Date Reviewed: May 15, 2019

Human Resources

1 **AP 7126 APPLICANT BACKGROUND CHECKS**

2 **References:**

- 3 Civil Code, Sections 47, 1785.16, 1785.20, and 1786.16 et seq.;
- 4 Penal Code, Sections 11075-11081;
- 5 Fair Credit Reporting Act (Federal)

6 Applicants for positions may be subject to background investigations or reference checks.

7 Where a background investigation is performed by an external, contracted third party, the
8 Vice President of Human Resources or designee shall make a clear and conspicuous
9 disclosure to the applicant on a separate form before the report is procured. The applicant
10 shall be provided an option to receive or not receive the report. If the applicant is not
11 hired, or the District takes other action that adversely affects any applicant based in whole
12 or in part upon the third-party report, the Vice President of Human Resources or designee
13 shall provide oral, written, or electronic notice of:

- 14 • the adverse action to the applicant;
- 15 • the name, address, and telephone number of the third-party agency that furnished
16 the report;
- 17 • the applicant's right to obtain a free copy of the report; and
- 18 • the applicant's right to dispute the accuracy or completeness of any of the
19 information in the report.

20 Also see AP 7337 titled Fingerprinting

21 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008
Date Revised: July 1, 2010
Date Reviewed: May 15, 2019

Human Resources

1 **AP 7130 COMPENSATION**

2 **References:**

- 3 Education Code, Sections 87801 and 88160;
- 4 Government Code, Section 53200
- 5 U.S. Department of Education regulations on the Integrity of Federal Student
- 6 Financial Aid Programs under Title IV of the Higher Education Act of 1965, as
- 7 amended

8 **Contract Management Employees**

9 The Board of Trustees will establish and maintain a contract with the President/
10 Superintendent which sets forth the provisions of salary, compensation, and health and
11 welfare benefits.

12 The Board of Trustees will establish and maintain a Contract Management Salary
13 Schedule. Contract Management Employees, excluding the President/Superintendent,
14 will receive compensation based upon the Contract Management Employee Salary
15 Schedule. The Board of Trustees will also establish and maintain contracts with Contract
16 Management Employees which include salary provisions and health and welfare benefits.

17 **Management Team Employees**

18 The Board of Trustees will establish and maintain a Management Team Salary Schedule.
19 The Human Resources Office will maintain salary schedules, salary schedule provisions,
20 and health and welfare benefits at the direction of the Board of Trustees. The Board of
21 Trustees will also establish and maintain contracts with Management Team Employees
22 hired after July 1, 2017, which include salary provisions and health and welfare benefits.

23 **Faculty Employees**

24 Faculty salary schedules, salary schedule provisions, and health and welfare benefits will
25 be established and maintained in the collective bargaining agreement.

26 All faculty employees will be paid and receive benefits in accordance with the terms and
27 conditions of the negotiated agreement.

28 **Classified Employees**

29 Classified salary schedules, salary schedule provisions, and health and welfare benefits
30 will be established and maintained in the collective bargaining agreement.

31 All classified employees will be paid and receive benefits in accordance with the terms
32 and conditions of the negotiated agreement.

33 **Confidential Employees**

34 The Board of Trustees will establish and maintain a Confidential Salary Schedule. The
35 Human Resources Office will maintain salary schedules, salary schedule provisions, and
36 health and welfare benefits at the direction of the Board of Trustees.

37 **Child Development Center and Short Term Hourly Employees**

38 The Board of Trustees will establish and maintain Salary Schedules for Child
39 Development Center and Short Term Hourly employees. The Human Resources Office
40 will maintain salary schedules, salary schedule provisions, and health and welfare
41 benefits as applicable at the direction of the Board of Trustees.

42 **General Employee Provisions**

43 Salary Warrant Errors

44 Whenever it is determined that a District error has been made in the calculation or
45 reporting in any employee's payroll or in the payment of any employee's salary, the District
46 shall provide the employee with a statement of the correction and a supplement payment
47 normally within five (5) working days of such determination. The employee shall provide
48 written notification to the Payroll Department of any alleged errors. A salary warrant error
49 resulting in an overpayment for an employee shall be corrected and subsequent salary
50 warrant(s) reduced accordingly after the District provides written notification to said
51 employee.

52 Lost Salary Warrants

53 If an employee: a) loses a salary warrant after receipt, b) fails to receive a salary warrant
54 within ten (10) workdays of the date of mailing, or c) fails to cash a salary warrant within
55 six (6) months of the issuance date, said employee shall immediately notify the Payroll
56 Department and as soon as administratively practicable a new salary warrant shall be
57 issued. The District shall charge said employee for the actual and necessary expense of
58 reissuing a warrant in cases of the loss of a salary warrant or failure to cash a salary
59 warrant within the time period specified above.

60 Quarantine

61 All employees may receive salary in full when quarantined by city or county health officials
62 because of another's illness.

63 **Prohibition on Incentive Compensation**

64 The District shall not provide any commission, bonus, or other incentive payment based,
65 directly or indirectly, on the success in securing enrollments or financial aid, to any person
66 or entity engaged in any student recruiting or admission activities or in making decisions
67 regarding the award of student financial assistance. Employees covered by this ban shall
68 be referred to as "covered employees" for purposes of this policy.

69 Contract management employees who are only involved in the development of policy and
70 do not engage in individual student contact or the other activities covered by the
71 prohibition of incentive compensation will not generally be subject to the ban.

72 The management team and employees who are only involved in the development of
73 policy and do not engage in individual student contact or the other activities covered by
74 the prohibition of incentive compensation will not generally be subject to the ban.

75 The President/Superintendent or designee shall identify any covered employees of the
76 District and determine whether the District's compensation arrangements comport with
77 the prohibition on incentive compensation, and to the extent that they do not, make
78 necessary modifications to comply. Similarly, the President/Superintendent or designee
79 shall identify any covered service providers, evaluate whether the contract pricing
80 structure is consistent with the prohibition on incentive compensation, and if not,
81 determine what modifications the District can make to any applicable contract.

82 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Dates Revised: October 10, 2011; April 8, 2019

Date Reviewed: May 15, 2019

*(Replaces former Cerritos CCD Policies 7006, 7007, 7206, 7304, 7305, 7307, 7308, 7309, 7310,
and 7321)*

Human Resources

1 **AP 7160 PROFESSIONAL DEVELOPMENT**

2 **Reference:**

3 ACCJC Accreditation Standard III.A.14 (*formerly III.A.5*)

4 The District plans for and provides all personnel with appropriate opportunities for continued
5 professional development, consistent with the District’s mission. The District will evaluate
6 these programs and use the results of the evaluation as the basis for improvement.

7 Cerritos College encourages employees to participate in professional development activities
8 which enhance performance in current or potential assignments. Such participation will be
9 supported through the established budget in alignment with the District’s goals and/or within
10 the terms of negotiated collective bargaining agreements.

11 Professional Development may include, but is not limited to:

- 12 • improvement in teaching;
- 13 • activities that support student success or job skill enhancement;
- 14 • maintenance of current academic and technical knowledge and skills;
- 15 • retraining to meet changing instructional, support or operational needs;
- 16 • development of innovations in instructional and administrative techniques and
17 program effectiveness;
- 18 • computer and technological proficiency programs;
- 19 • interpersonal communication (i.e. customer service, leadership, mentorship)
- 20 • courses and training implementing equal opportunity, equity, diversity, inclusion, and
21 professional advancement; and
- 22 • other activities determined by the Board of Governors of the California Community
23 Colleges to be related to educational and professional development.

24 ***Management Employees***

25 Management employees are encouraged to engage in a systematic program of professional
26 development. The President/Superintendent, upon recommendation of the appropriate
27 Vice President and supervising manager (if any), is authorized to approve the use of
28 available funds to support professional development of management employees. The
29 procedures for application and use of professional development funds will be maintained in
30 the Management Employees’ Handbook.

31 ***Faculty Employees***

32 Faculty members are encouraged to maintain currency with information, concepts, laws and
33 ideas in their disciplines and with best practices in teaching and learning. Also see BP/AP
34 4005 titled Duties and Responsibilities of Faculty Members, and provisions of the faculty

35 collective bargaining agreement.

36 ***Classified Employees***

37 Classified Employees are encouraged to engage in professional development opportunities.
38 The District has negotiated a Professional Growth Program that is contained in the classified
39 collective bargaining agreement and the program will be administered according to the
40 terms and conditions set forth in the collective bargaining agreement.

41 ***Confidential Employees***

42 Confidential Employees are encouraged to engage in a systematic program of professional
43 development. It is the responsibility of the employee to apply for professional growth and
44 meet all guidelines and procedures for the program. The procedures for use, application,
45 and approval process of professional development funds will be maintained in the
46 Confidential Employees' Handbook.

47 ***All Other Employees***

48 All other employees are encouraged to pursue professional development opportunities
49 under prior approval from their immediate supervisor.

50 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: September 23, 2013

Date Revised: April 22, 2019

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policy 8009)

Human Resources

1 **AP 7210 ACADEMIC EMPLOYEES**

2 **References:**

3 Education Code, Sections 87400 et seq., 87600 et seq., and 87482.8;
4 Title 5, Section 51025

5 **Faculty Senate:** A faculty senate, organized under the provisions of the Administrative
6 Code (California Code of Regulations, Title 5, Section 53200 et seq.), may represent the
7 faculty by participating with the administration and the Board of Trustees in the formation
8 of District policies on academic and professional matters as long as the exercise of such
9 function does not conflict with lawful collective bargaining agreements.

10 **Full-Time Faculty Assignment:** All employment is predicated on a 40-hour week for all
11 full-time academic employees. A full-time teaching load is 30 teaching units per academic
12 year. Full-time academic employees' work hour assignments shall be made in
13 accordance with established administrative guidelines and procedures. All full-time
14 faculty employees regardless of tenure status, title or District assignment, shall perform
15 specific duties under the direction of the designated management employee (see AP
16 4005 Duties and Responsibilities of Faculty Members and collective bargaining
17 agreement).

18 **Full-Time Faculty Assignment in Adult Education:** A full-time teaching assignment
19 in Adult Education classes for the District is 30 teaching hours per week. Temporary part-
20 time Adult Education instructors' assignments shall not exceed 67 percent of the 30 hours
21 per week pursuant to Education Code Section 87482.5. The duties and responsibilities
22 of full-time Adult Education faculty are the same as the duties and responsibilities of all
23 other full-time academic employees.

24 **Academic Rank:** Qualifications and procedures to obtain rank shall be recommended
25 by the Faculty Senate, approved by the Vice President of Academic Affairs, and published
26 in the collective bargaining agreement.

27 **Reduced Workload Prior to Retirement:** A reduced workload from full-time to part-time
28 (not less than half-time) with prorated pay and maintenance of full retirement benefits,
29 may be granted by the Board of Trustees to those academic employees who qualify.

30 **Qualification for Application:** To qualify for the application for reduced load, the
31 employee must meet all the following criteria:

- 32 1. The employee shall have reached age 55 prior to the year when the reduction in
33 workload occurs.

- 34 2. The employee shall have been employed full-time in an academic position for at
35 least ten years of which the immediate preceding five years were full-time
36 employment with the Cerritos Community College District.
- 37 3. During the period immediately preceding a request for a reduction in workload, the
38 employee shall have been employed full-time in an academic position for a total of
39 at least five years without a break in service. Sabbatical leaves and other approved
40 leaves of absence shall not constitute a break in service. Time spent on a
41 sabbatical or other approved leave of absence shall not be used in computing the
42 five-year full-time service requirement.
- 43 4. The employee cannot participate in the plan for more than five years.
- 44 5. The employee is not an educational administrator.

45 **Terms of Agreement:** The terms of agreement for reduced workload between the
46 District and the employee include the following:

- 47 1. The option of part-time employment shall be exercised at the request of the
48 employee and can be revoked only with the mutual consent of the employer and
49 the employee.
- 50 2. The employee shall be paid a salary which is the pro-rata share of the salary he/she
51 would be earning had he/she not elected to exercise the option of part-time
52 employment, but shall retain all other rights and benefits for which he/she makes
53 the payments that would be required if he/she remained in full-time employment.
54 All hours of required service to the District under this agreement shall be prorated
55 accordingly.
- 56 3. An employee requesting the reduced workload prior to retirement will be assigned
57 a minimum of 50% load. An employee requesting the reduced workload of 50%
58 prior to retirement may have the reduced assignment scheduled in either one
59 semester or in the two semesters upon mutual agreement of the employee and
60 the District. If reduced workload exceeds a 50% assignment, the load will be
61 divided over two semesters. Each case will be individually considered in
62 relationship to how the reduced assignment will affect the employee's assignment
63 and meet District needs.
- 64 4. The employee and the District shall agree to contribute to the Teachers' Retirement
65 Fund the amount that would be contributed if the member were employed on a
66 fulltime basis. The employee shall make arrangements with the Payroll
67 Department for payroll deductions or a lump sum payment in the amount
68 necessary to pay the employee's 100% retirement contributions.
- 69 5. The period of agreement may be from one to five years.
- 70 6. The length of the original agreement for reduced load or the percentage of
71 assigned load may be changed within the limits of the Education Code only by
72 mutual agreement of the District and the employee.
- 73 7. If an employee works less than 100% assignment, the amount of accumulated sick
74 leave varies in direct proportion to the percent of full-time employment.
- 75 8. An employee on less than full-time employment, who must use sick leave, will
76 reduce earned leave on the same basis as employment.
- 77 9. The employee must retire on or before the termination of the agreement.

78 10. An employee on a reduced workload agreement shall not be employed in any
79 overload or substitute hourly assignments during the regular school year.

80 **Approval of Application:** Eligible academic employees who wish to apply for a reduced
81 workload should do so prior to February 1 of the school year preceding the first year in
82 which the reduced workload will become effective.

83 The application must be approved by the employee's immediate manager, the
84 appropriate Vice President, and the President/Superintendent before it can be
85 recommended to the Board of Trustees for approval.

86 The decision to approve or deny a request for a reduced workload of an employee will
87 depend on the effect it will have on the educational program. Consideration should be
88 given to whether adequate replacement can be found and the number of people within
89 an instructional area who may be on leave.

90 Also see BP 4005 titled Duties and Responsibilities of Faculty Members and BP 2510 titled
91 Participation in Local Decision Making.

92 Offices of Primary Responsibility: Vice President, Academic Affairs
Vice President, Human Resources

Date Approved: December 10, 2008

Date Revised: April 22, 2019

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7209, 7210, 7212, 7215 and 7222)

Human Resources

1 **AP 7212 TEMPORARY FACULTY**

2 **References:**

3 Education Code, Sections 87481, 87482 and 87482.5

4 The District may employ any qualified individual as a temporary full-time faculty member
5 for a complete academic year, but not less than one semester during an academic year:

- 6 • based upon the need for additional faculty because a full-time faculty member has
7 been granted leave for a semester or an academic year, or is experiencing long-
8 term illness, and shall be limited, in number of persons so employed, to that need,
9 as determined by the governing board;
- 10 • such employment may be pursuant to an appointment fixing a salary for the entire
11 semester or academic year; and
- 12 • with the understanding that no person shall be employed for more than two
13 semesters within any period of three consecutive years, unless otherwise
14 authorized by the Education Code.

15 Effective January 1, 2009, any person who is employed as a faculty member for not more
16 than 67 percent of the hours per week that are considered a full-time assignment for
17 regular employees having comparable duties shall be classified as a temporary
18 employee, and shall not become a contract employee.

19 Service as a substitute on a day-to-day basis shall not be used for purposes of calculating
20 eligibility for contract or regular status.

21 All temporary faculty employees shall perform specific duties under the direction of the
22 designated management employee.

23 Offices of Primary Responsibility: Vice President, Academic Affairs
24 Vice President, Human Resources

Date Approved: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policy 7202.2)

Human Resources

1 **AP 7215 ACADEMIC EMPLOYEES: PROBATIONARY CONTRACT**
2 **FACULTY**

3 **References:**

4 Education Code, Sections 87600 et seq.

5 The District shall employ a faculty member for the first academic year of his or her
6 employment by contract. Any person who, at the time an employment contract is offered
7 to him or her by the District, is neither a tenured employee of the District nor a
8 probationary employee then serving under a second or third contract shall be deemed to
9 be employed for "the first academic year of his or her employment."

10 A faculty member shall be deemed to have completed his or her first contract year if he
11 or she provides service for 75 percent of the first academic year.

12 Before making a decision relating to the continued employment of a contract employee,
13 the following requirements shall be satisfied:

- 14 • The employee shall be evaluated in accordance with the evaluation standards and
15 procedures established in accordance with law and the collective bargaining
16 agreement.
- 17 • The Board of Trustees shall receive statements of the most recent evaluations.
- 18 • The Board of Trustees shall receive recommendations from the President/
19 Superintendent.
- 20 • The Board of Trustees shall consider the statement of evaluation and the
21 recommendations in a lawful meeting of the Board.

22 **First Contract (Year 1)**

23 If a contract employee is working under his or her first contract, the Board of Trustees, at
24 its discretion, shall elect one of the following alternatives:

- 25 • Not enter into a contract for the following academic year,
- 26 • Enter into a contract for the following academic year, or
- 27 • Employ the contract employee as a regular employee for all subsequent academic
28 years.

29 **Second Contract (Year 2)**

30 If a contract employee is working under his or her second contract, the Board of Trustees,
31 at its discretion, shall elect one of the following alternatives:

- 32 • Not enter into a contract for the following academic year,
- 33 • Enter into a contract for the following two academic years, or

Human Resources

1 **AP 7233 WORK OUT OF CLASSIFICATION**

2 **Reference:**

- 3 Education Code, Section 88010
- 4 Government Code, Section 20480

5 An out-of-class assignment shall not exceed a total of 960 hours in each fiscal year. For
6 purposes of this section, “out-of-class assignment” means an appointment of an
7 employee to a higher classification by the Board of Trustees in a vacant position for a
8 limited duration. A “vacant position” refers to a position that is vacant during recruitment
9 for a permanent appointment. Vacant position does not refer to a position that is
10 temporarily available due to another employee’s leave of absence.

11 **Classified Employees**

12 Temporary out-of-classification work assignments lasting longer than forty-five (45)
13 calendar days must be approved in advance by the Board of Trustees.

14 The procedures for out-of-classification work will be established through the collective
15 bargaining process and maintained in the collective bargaining agreement. All new
16 classified employees shall have the option to receive a hard or electronic copy of the
17 collective bargaining agreement. A copy of the collective bargaining agreement will be
18 maintained on the District’s website.

19 **Confidential Employees**

20 Temporary out-of-classification work assignments lasting longer than forty-five (45)
21 calendar days must be approved in advance by the Board of Trustees.

22 A confidential employee required to work in a higher classification with prior approval of
23 the employee’s immediate manager will qualify for out-of-classification pay if the
24 employee works out of classification for five (5) workdays or more within a 15 calendar-
25 day period. The employee will have his/her salary adjusted upward for the entire period
26 he/she is required to work out of classification and in such amounts as will reasonably
27 reflect the duties required to be performed outside his/her normal assigned duties. Salary
28 adjustments will be made so that the employee is placed on the lowest step of the higher
29 classification resulting in at least a five percent (5%) increase in pay (but not lower than
30 Step 2 unless the employee is currently on Step 1).

31 These procedures will be maintained in the Confidential Employees’ Handbook and all
32 new confidential employees shall have the option to receive a hard or electronic copy of
33 the Handbook. A copy of the Confidential Employees’ Handbook will be maintained on
34 the District’s website.

35 **Management Employees**

36 Management employees may be eligible to receive compensation for work that is out of
37 classification. The management employee and/or his/her immediate supervisor may
38 make a request to the President/Superintendent for such compensation which will be
39 considered on a case-by-case basis. The President/Superintendent will make all
40 recommendations for additional compensation to the Board of Trustees.

41 All management assignments for additional compensation must be approved in advance
42 by the Board of Trustees and must be for a defined purpose and defined period of time.
43 This procedure will be maintained in the Management Employees' Handbook and all new
44 management employees shall have the option to receive a hard or electronic copy of the
45 Handbook. A copy of the Management Employees' Handbook will be maintained on the
46 District's website.

47 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Revised: April 22, 2019

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7311 and 7109)

Human Resources

1 **AP 7234 OVERTIME**

2 **References:**

- 3 Education Code, Sections 88027, 88028, 88029, and 88030
- 4 Fair Labor Standards Act, 29 CFR, Part 541, Sections 541.102 and 541.301

5 Overtime service is voluntary for employees, except in cases of emergency as determined
6 by the District.

7 **Classified Employees**

8 Overtime compensation provisions for classified employees will be established and
9 maintained in the collective bargaining agreement. Provision for compensatory time off
10 in lieu of payment for overtime will be established and maintained in the collective
11 bargaining agreement.

12 **Confidential Employees**

13 Overtime

14 For confidential employees assigned to work an eight (8) hours per day/forty (40) hours
15 per week schedule, overtime is defined to include any time authorized by the immediate
16 manager to be worked in excess of eight (8) hours in any one and in excess of forty (40)
17 hours in any calendar week. For employees assigned to work a nine (9) hours per
18 day/eighty (80) hours per two-week work schedule, overtime is defined to include any
19 time authorized by the immediate manager to be worked in excess of the required
20 workday(s). For employees assigned to a ten (10) hours per day/four (4) days per
21 calendar week, overtime is defined to include any time authorized by the immediate
22 manager to be worked in excess of ten (10) hours in any one work day and in excess of
23 forty (40) in any calendar week. Confidential employees will be compensated at the rate
24 of one and one-half times his/her regular rate for overtime hours worked or granted
25 compensatory time off.

26 Compensatory Time (Comp Time)

27 Confidential employees authorized by the immediate manager to take compensatory
28 (comp) time off in lieu of paid compensation for authorized overtime must take the comp
29 time off within twelve (12) months of having earned the comp time. Comp time off will be
30 taken at a time mutually agreed to by the employee and the immediate manager. Comp
31 time will be credited at the rate of one and one-half hours off for each overtime hour
32 worked. If a confidential employee is not able to take the earned comp time off because
33 of District needs, the confidential employee will then be compensated for the comp time
34 earned.

35 For the purpose of computing the number of hours worked, time during which an
36 employee is excused from work because of holidays, sick leave, vacation, compensatory
37 time off, or other paid leave of absence shall be considered as time worked by the
38 employee.

39 **Educational Administrators and Classified Managers**

40 Persons serving in administrative or executive positions shall be excluded from these
41 procedures regarding overtime.

42 **Faculty**

43 Persons serving in faculty positions shall be excluded from these procedures regarding
44 overtime.

45 **Other Employees**

46 All overtime service for other employees must be pre-authorized by the immediate
47 manager.

48 Overtime for other employees is defined to include any time authorized by the immediate
49 manager to be worked in excess of eight (8) hours in any one day and in excess of forty
50 (40) hours in any calendar week.

51 Other employees shall be compensated at the rate of one and one-half times regular pay
52 rate for overtime hours worked and will not be eligible to accrue compensatory time off.

53 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Revised: April 22, 2019

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7106 and 7306)

Human Resources

1 **AP 7250 EDUCATIONAL ADMINISTRATORS**

2 **References:**

3 Education Code, Sections 72411 et seq., 87002(b), 87414, 87415 and 87457-
4 87460; Government Code, Section 3540.1(g) and (m)

5 **Employment**

6 Educational administrators must complete and sign required employment forms and meet
7 any other employment requirements set by the District policies, procedures and practices,
8 federal and/or state laws before beginning employment with the District.

9 **Salary Advancement**

10 Advancement from one step to the next on the appropriate salary schedule shall be
11 dependent upon the recommendation of the educational administrator's immediate
12 manager and subject to approval by the President/Superintendent.

13 **Faculty Seniority and Faculty Service Areas**

14 Educational administrators employed by the District prior to July 1, 1990 in a position
15 eligible to accrue faculty tenure will be deemed to have been employed on the date upon
16 which he/she first rendered paid service. That date will be deemed to be the educational
17 administrator's faculty seniority date. Those educational administrators who hold faculty
18 tenure are eligible to apply for and receive a stated FSA (Faculty Service Area) consistent
19 with the Education Code, Board Policy, and Administrative Procedures.

20 **Sexual Harassment Prevention and Awareness Training**

21 Educational administrators will complete training in Sexual Harassment Prevention and
22 Awareness within the first six months of employment with the District. Every two years,
23 thereafter, educational administrators will participate in and have documented at least two
24 hours of training in Sexual Harassment Prevention and Awareness.

25 **Reassignment to Faculty Position**

26 The Board of Trustees, in conformance with Education Code Section 87458, may
27 reassign an eligible educational administrator to a faculty position when the specified
28 conditions are satisfied.

29 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policy 7115)

Human Resources

1 **AP 7260 CLASSIFIED MANAGERS**

2 **References:**

3 Education Code, Section 72411

4 **Employment**

5 Classified managers must complete and sign required employment forms and meet any
6 other employment requirements set by the District policies, procedures and practices,
7 federal and/or state laws before beginning employment with the District.

8 **Salary Advancement**

9 Advancement from one step to the next on the appropriate salary schedule shall be
10 dependent upon the recommendation of the classified manager's immediate manager
11 and subject to approval by the President/Superintendent.

12 **Members of Classified Service**

13 Classified managers are employed in the same manner as the other members of
14 classified service. Employment will be consistent with the other provisions of Board Policy
15 and Administrative Procedures regarding the employment of classified employees.

16 **Sexual Harassment Prevention and Awareness Training**

17 Classified managers will complete training in Sexual Harassment Prevention and
18 Awareness within the first six months of employment with the District. Every two years,
19 thereafter, classified managers will participate in and have documented at least two hours
20 of training in Sexual Harassment Prevention and Awareness.

21 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policy 7116)

Human Resources

1 AP 7310 NEPOTISM

2 References:

3 Government Code, Sections 1090 et seq. and 12940 et seq.

4 The employment of relatives, immediate family members, or domestic partners in the same
5 facility, department, division, office, or line of supervisory authority can cause serious
6 problems in the work place which adversely affect productivity, morale, confidentiality,
7 safety, security, and can create conflicts of interest. The employment of relatives, immediate
8 family members, or domestic partners can adversely impact the nature of the necessary
9 working relationships between supervisors and employees and between co-workers. Such
10 employment can raise issues which adversely affect the public trust and confidence in the
11 fairness and efficiency of the employment policies and operations of the District. These
12 issues may be raised as:

- 13 • real or perceived favoritism;
- 14 • scheduling conflicts;
- 15 • personal conflicts;
- 16 • hostility in the work place;
- 17 • claims of preferential treatment;
- 18 • the award of better working conditions, promotions, transfers or assignments;
- 19 • the compromise or suspected compromise of confidential or privileged
20 information or records;
- 21 • alternation or destruction of records; and/or
- 22 • the suspected or actual loss or destruction of District property or financial assets.

23 A. "Relatives" or "members of an immediate family" are defined in Board Policy 7310 as
24 father, mother, brother, sister, spouse, child, grandchild, stepfather, stepmother,
25 stepson, stepdaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law,
26 son-in-law, daughter-in-law, grandfather, grandfather-in-law, grandmother,
27 grandmother-in-law, foster parents in lieu of father or mother, foster children or family
28 members living in the immediate household. Pursuant to BP 7510 titled Domestic
29 Partners, a domestic partner and his/her immediate family members shall have,
30 insofar as permitted by California law, the same consideration as a spouse.

31 B. At anytime that an immediate family member or a relative of a member of the
32 Board of Trustees is being considered for employment in any regular full-time,
33 part-time, or hourly capacity by the District, said member of the Board of Trustees
34 shall make known the family relationship before action is taken.

- 35 C. Relatives or immediate family members of current District employees may be hired
36 by the District as employees, promoted, or transferred but the District may consider
37 the following issues before taking these personnel actions:
- 38 1. will the individuals concerned work in a direct supervisory
39 relationship with one another, or be in the same line of authority or
40 supervision;
 - 41 2. will the individuals concerned work in divisions, departments, offices,
42 or facilities which would allow or require that their work or work
43 products are shared or dependent on one another;
 - 44 3. will the employment, promotion or transfer pose any reasonably
45 foreseeable problems or conflicts involving supervision, security,
46 confidentiality, performance, or morale.
- 47 D. Current District employees are strictly prohibited from participating in, or
48 influencing or attempting to influence the selection process or employment,
49 promotion, or transfer of a relative or immediate family member as described in
50 Board Policy 7310.
- 51 E. Current District employees are strictly prohibited from participating in, or
52 influencing or attempting to influence decisions regarding admission, financial aid,
53 work-study, student hourly employment or internship for students or prospective
54 students who are their relatives or immediate family members as described in
55 Board Policy 7310.
- 56 F. The District reserves the right to take prompt action to prevent the attempt of any
57 relatives or immediate family members from influencing any personnel action.
- 58 G. No personnel action will be based on an individual's status as a relative or
59 immediate family member of a current District employee except in the following
60 circumstances:
- 61 1. for business reasons of supervision, safety, security or morale, or direct
62 reporting relationship; and
 - 63 2. for business reasons of supervision, safety, security or morale, the
64 District may refuse to place both members of an immediate family in the
65 same department, division or facility if the work involves reasonably
66 foreseeable conflicts of interest.
- 67 G. Applicants for employment must declare on their District applications their relatives
68 or immediate family members who are current District employees. Present
69 employees who become relatives or members of the same immediate family must
70 notify their supervisors and/or the Human Resources Office. Any supervisor who
71 receives a report of change in status of two employees such that they become
72 relatives or immediate family members of one another will notify the Human
73 Resources Office. If that relationship causes or it is reasonably foreseeable that it
74 will cause a conflict of interest or any of the problems listed above in this procedure,

75 the District will make every attempt to reassign one of the employees or will make
76 arrangements which mitigate the problems until such a transfer is possible.

77 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Revised: March 28, 2011

Date Reviewed: May 15, 2019

Human Resources

1 **AP 7330 COMMUNICABLE DISEASE**

2 **References:**

3 Education Code, Sections 87408, 87408.6, and 88021;
4 Government Code, Section 12940

5 For successful applicants for academic positions who have not previously been employed
6 in an academic position in California:

- 7 • A medical certificate is required showing that the applicant is free from any
8 communicable disease, including, but not limited to, active tuberculosis or
9 hepatitis, rendering the applicant unfit to instruct or associate with students if that
10 applicant is (1) offered an academic position with the District subject to submission
11 of the medical certificate and (2) has not previously been employed in an academic
12 position in this state. Such certificate will be obtained from the applicant after an
13 offer of employment is made but before the applicant commences employment.
- 14 • The medical certificate shall be submitted by a physician as authorized by the
15 code.
- 16 • The medical examination and the medical certification will be obtained not more
17 than six months prior to the offer of employment and will be at the expense of the
18 applicant.
- 19 • The medical certificate will become part of the employee's District medical file and
20 is open to inspection by the employee or by the employee's designee with written
21 authorization from the employee.

22 The District may require an employee or employees to undergo a medical examination at
23 District expense to determine that the employee is free from communicable disease
24 rendering the employee unfit to instruct or associate with students. The employee or
25 employees will be provided notice of the District-paid examination by the Human
26 Resources Office. Such notice shall state the reason for the examination and the date
27 by which the examination must be completed.

28 Following a District-paid medical examination, the District may require that the employee
29 submit a medical certificate from a licensed physician or surgeon stating that the
30 employee is free from communicable disease. Failure or refusal to submit such
31 certification in a timely manner may cause the District to exclude any employee from
32 service until such time as the employee provides the certification.

33 This policy is limited to examinations and certification for freedom from communicable
34 disease.

35 If an employee is not certified as free from communicable disease, the District will provide
36 the applicant or employee with a referral to a local health official. The local health official
37 will advise the District when the applicant or employee can be certified free from
38 communicable disease.

39 Also see AP 7336 titled Certification of Freedom from Tuberculosis.

40 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Reviewed: May 15, 2019

Human Resources

1 AP 7336 CERTIFICATION OF FREEDOM FROM TUBERCULOSIS

2 Reference:

3 Education Code, Section 87408.6

4 Prior to employment with the District each person is required to present medical certification
5 showing that the person is free from active tuberculosis which would render the person unfit
6 to instruct or associate with students. The District will ensure that the employee has
7 submitted to a tuberculosis risk assessment developed by the State Department of Public
8 Health and the California Tuberculosis Controllers Association within the last 60 days and,
9 if risk factors are present, an examination which will consist of:

- 10 • an X-ray of the lungs, or
- 11 • an intradermal tuberculin test which, if positive, will be followed by an X-ray of the
12 lungs.

13 The certification of freedom from tuberculosis must be made by or under the direction of a
14 physician or surgeon licensed under the California Business and Professions Code. An X-
15 ray film may be taken by a competent and qualified X-ray technician if the film is
16 subsequently interpreted by a physician or surgeon licensed under the Business and
17 Professions Code.

18 The Vice President of Human Resources may exempt, for a period not to exceed 60 days
19 following the termination of pregnancy, any pregnant employee from the requirement to
20 receive an X-ray examination following a positive intradermal tuberculin test.

21 Employees who are skin test or X-ray negative for tuberculosis, or were not tested because
22 of a lack of risk factors, are required to undergo the foregoing tuberculosis risk assessment
23 and, if risk factors exist, examination at least once every four years for so long as the
24 employee remains skin test or X-ray negative. Once an employee has a documented
25 positive skin test that has been followed by an X-ray or an X-ray which is positive for
26 tuberculosis, the foregoing tuberculosis risk assessments and examinations will no longer
27 be required and a referral will be made in no more than 30 days to the local health officer to
28 determine the need for follow-up care.

29 If risk factors were present at the tuberculosis risk assessment and an examination occurs,
30 after the examination, it is the employee's responsibility to ensure that the District receives
31 a certificate from the examining physician or surgeon showing the employee was examined
32 and found free from active tuberculosis. Failure or refusal to provide certification of freedom
33 from tuberculosis in a timely manner may cause the District to exclude an employee from
34 service until such time as the employee provides such certification.

35 The District will provide new employees one intradermal skin test and certification record at
36 the Student Health Center for a reasonable cost to be paid by the employee. The District
37 will provide, at no expense to a continuing employee, one intradermal skin test and
38 certification record once every four years at the Student Health Center. The District will not
39 cover the expense of any intradermal skin test or X-ray examination performed at any office
40 or facility other than the Student Health Center. The Student Health Center will provide
41 documentation to the Human Resources Office if the person chooses to use the services of
42 the Student Health Center.

43 A person who was previously employed by another private or public nursery school,
44 elementary school, secondary school or post-secondary school and who can provide
45 medical certification that he/she was medically examined within the past four years or had
46 a tuberculosis risk assessment that showed no risk factors were present, and found free of
47 active tuberculosis, or if it is verified by the school district previously employing the person
48 that it has a record of such certification is not required to submit to further examination upon
49 employment. Subsequent testing will be done every four years thereafter.

50 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008
Date Revised: October 5, 2009; July 1, 2010
Date Reviewed: May 15, 2019
(Replaces former Cerritos CCD Policy 7001)

Human Resources

1 **AP 7337 FINGERPRINTING**

2 **References:**

- 3 Education Code, Sections 87013 and 88024;
4 Penal Code Sections 11102.2 and 11077.1

5 The Vice President of Human Resources will designate one or more employees to receive,
6 store, disseminate and destroy criminal records furnished by the California Department of
7 Justice and to serve as the contact for the California Department of Justice for related issues.
8 Any such employee must be confirmed by the California Department of Justice as required
9 by law and pursuant to California Department of Justice procedures. The Vice President of
10 Human Resources will notify the California Department of Justice by March 1 of each year
11 beginning on March 1, 2012, of the individuals designated.

12 The Vice President of Human Resources will ensure that criminal history record information
13 is destroyed in accordance with Administrative Procedure 3310 titled Records Retention
14 and Destruction once the District's business need for the information is fulfilled.

15 **Classified Employees**

16 The District, not later than ten working days from the date of employment, shall require
17 each person to be employed, or employed in, a nonacademic position to:

- 18 • complete a Request for Live Scan Service Form which contains a personal
19 description of the applicant or employee which will be electronically transmitted to
20 the Department of Justice by the Cerritos College Campus Police Department; and
21 • submit to a process at the Cerritos College Campus Police Department whereby
22 that applicant's or employee's fingerprints are rolled onto a Live Scan device which
23 electronically captures and transmits the fingerprints to the Department of Justice.

24 The Cerritos College Campus Police Department will excerpt the information returned
25 from the Department of Justice indicating any convictions of the applicant or employee
26 and forward that information to the Human Resources Office.

27 Employees who have not completed the fingerprinting process are not deemed to be
28 legally employed.

29 The fee for the service is determined by the Department of Justice and that fee shall be
30 a proper charge against the general fund of the District and no fee shall be charged to
31 the applicant or employee.

32 Upon separation from service with the District, the Human Resources Office will initiate
33 notification to the Department of Justice of that separation. If the person is reemployed,
34 after notification of separation to the Department of Justice, the person shall be required
35 to undergo the same procedures as a newly hired employee.

36 Substitute and temporary employees employed for less than the academic year may be
37 exempted from these procedures.

38 **Academic Employees**

39 When the Human Resources Office receives an Employment Request, the Human
40 Resources Office will notify the person to be employed in an academic position that the
41 fingerprinting process must be completed no later than ten working days from the date of
42 employment. All academic employees who have not previously been employed by the
43 District will be required to:

- 44 • complete a Request for Live Scan Service Form which contains a personal
45 description of the applicant or employee which will be electronically transmitted to the
46 Department of Justice by the Cerritos College Campus Police Department or other
47 law enforcement agency; and
- 48 • submit to a process at the Cerritos College Campus Police Department or other law
49 enforcement agency whereby that applicant's or employee's fingerprints are rolled
50 onto a Live Scan device which electronically captures and transmits the fingerprints
51 to the Department of Justice.

52 The Cerritos College Campus Police Department or the law enforcement agency which
53 processed the fingerprints will excerpt the information returned from the Department of
54 Justice indicating any convictions of the applicant or employee and forward that information
55 to the Human Resources Office.

56 Employees who have not completed the fingerprinting process are not deemed to be legally
57 employed.

58 The fee for the service is determined by the Department of Justice and the employee will be
59 notified of that fee by the Human Resources Office. The academic employee will not be
60 reimbursed by the District for the Department of Justice fee.

61 The Cerritos College Campus Police Department will not assess an additional charge for
62 processing the fingerprints of an academic employee. If the academic employee chooses
63 to have his/her fingerprints processed at another law enforcement agency, the employee
64 will not be reimbursed for such charges.

65 When an academic employee has not been employed with the District for a period of four
66 or more consecutive semesters, the Human Resources Office will initiate notification to the
67 Department of Justice of the separation from service. If such notification has taken place
68 and that person is being reemployed, that person will be required to complete the fingerprint
69 process as well.

70 Also see AP 7126 titled Applicant Background Checks and AP 3310 titled Records
71 Retention and Destruction.

72 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Revised: April 11, 2011

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 7204 and 7313)

Human Resources

1 **AP 7344 EMPLOYEE ABSENCE AND TARDY REPORTING**

2 **Reference:**

3 Education Code, Section 88191

4 Employees are required to provide notification to the appropriate supervising manager(s)
5 when they are absent or tardy for any length of time. Each division and department may
6 develop written rules for reporting absences and tardiness which are consistent with the
7 terms of the collective bargaining agreement or Handbook. All employees will receive
8 notice of the rules of the division or department upon receipt of a copy of those rules.

9 If the illness or injury requires extended absence, notification or absence must be made
10 daily until an official medical verification has been provided to the Office of Human
11 Resources detailing the necessity for continued absence and the expected date of return
12 to work.

13 **Absences or Tardiness**

- 14 • Absences and tardiness shall be recorded on employees' time sheets and/or on
15 College absence report forms as appropriate.
- 16 • Absences and tardiness may be charged to accumulated sick leave credit
17 consistent with the Education Code if the absence is due to illness or injury.
18 Employees who have negative balance of sick and vacation (if any) leave may be
19 eligible to receive compensation under applicable state laws.
- 20 • The District through the appropriate supervising manager(s) may authorize leave
21 for other reasons, i.e. jury duty, personal necessity.
- 22 • Absences and/or tardiness which are not authorized by the appropriate supervising
23 manager(s) shall be deducted from employees' salaries.
- 24 • Employees participating in the Catastrophic Leave Program (see BP/AP 7345 titled
25 Catastrophic Leave Program) may be eligible for additional compensated leave of
26 absence.
- 27 • Excessive absence or tardiness is grounds for disciplinary action.

28 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008
Date Revised: April 22, 2019
Date Reviewed: May 15, 2019

Human Resources

1 **AP 7345 CATASTROPHIC ILLNESS LEAVE PROGRAM**

2 **Reference:**

3 Education Code Section 87045

4 **Catastrophic Illness Leave Program Procedures**

5 Regular, full-time District employees who have completed the probationary period may
6 participate in the Catastrophic Illness Leave Program by donating a maximum of one day
7 of their own accumulated sick leave balance, per academic year, to another District
8 employee who has been diagnosed with a catastrophic illness. For the purpose of this
9 Program, catastrophic illness is defined as a medically-diagnosed condition, as
10 determined by a licensed medical practitioner, that is expected to incapacitate the
11 employee for an extended period of time (at least 30 calendar days) and prevent the
12 employee from performing his/her duties.

13 Pursuant to Education Code 87045, an employee must exhaust all accrued paid leave
14 credits in order to be eligible for catastrophic illness leave. Accumulated and donated
15 sick leave, extended sick leave, and long-term disability benefits are used concurrently
16 with employee leave entitlements under the Family and Medical Leave and California
17 Family Rights Acts. Donations of sick leave through this Program can be accepted from
18 all regular District employee groups.

19 **PART A: PROCEDURES FOR RECIPIENTS**

20 **Step 1:** District permanent full-time employees who have been medically diagnosed with
21 a catastrophic illness and would like to participate in this Program should contact the
22 Office of Human Resource Services to obtain information pertaining to medical absence
23 reporting, required documentation, procedures for use of regular and extended sick leave,
24 and other related matters.

25 **Step 2:** The potential recipient must complete the required form titled, "Catastrophic
26 Illness Leave Request Form" in order to request participation in this Program. The request
27 form and information packet may be sent electronically. These materials will also
28 available on the Human Resources Web Page, and/or can be requested from the Office
29 of Human Resource Services.

30 **Step 3:** Once completed and signed, the Request Form is to be submitted to the Office
31 of Human Resources. The completed form must be accompanied by written medical
32 verification from the treating physician that documents the catastrophic nature of the
33 employee's illness and the estimated period of absence due to the illness.

34 The completed request form and written medical verification will be reviewed by a
35 designated Human Resources staff member to determine eligibility for participation in the
36 Program. The requester will then be notified of his/her eligibility for Program participation.
37 An employee may request Catastrophic Illness Leave donations once per academic year.

38 If it is determined that the illness does not qualify for participation in this Program, Human
39 Resources staff will advise the requester about use of accumulated sick leave, extended
40 sick leave, leaves of absence, and other applicable District benefits.

41 **Step 4:** The Office of Human Resource Services is responsible for notifying the District
42 “community” about the “open period” for sick leave donations and the opportunity to
43 donate sick leave to the approved requester. If the requester employee wishes to remain
44 anonymous in announcing the request for sick leave donations, the Office of Human
45 Resources will notify the District "community" that an employee who qualifies for sick
46 leave donations is requesting sick leave donations. The open period for accepting sick
47 leave donations from District employees will be ten (10) working days. The start and end
48 dates for the open period will be determined by Human Resources and clearly stated as
49 part of the District wide notification process.

50 **Step 5:** Recipients may accept a maximum of one hundred (100) four-hour days of
51 donated sick leave per academic year.

52 **Step 6:** All donated sick leave that is not exhausted on or before June 30 will automatically
53 be carried over into the new academic year, and will become part of the recipient’s new
54 academic year sick leave beginning balance.

55 **PART B: PROCEDURES FOR DONORS**

56 **Step 1:** Once notice of the donation “open period” has been made by the Office of Human
57 Resources, potential donors should request the packet of information and forms through
58 the District Website under Human Resources **OR** call Human Resources directly to obtain
59 a copy of the Program Procedures and the required “Catastrophic Illness Leave Donation
60 Form.” District employees must donate **a minimum of eight hours** of sick leave during
61 the specified “donation period.” A **maximum of eight (8) hours** of sick leave may be
62 donated to a single recipient during an academic year. Donors may, however, donate to
63 several different employees during the same academic year, a maximum of one day
64 (eight hours) per year to each person.

65 **Step 2:** Once the Donation Form is completed, signed, and submitted to the Office of
66 Human Resources, each donor’s own sick leave balance will be reviewed. In order to
67 donate sick leave in this Program, District employees must have an accumulated sick
68 leave balance of twenty-three (23) days at 8 hours/day of their own work days, so that
69 they can retain at least twenty-two (22) days of sick leave after the donation is made.

70 **Step 3:** Sick leave donations will be accepted in the order received in the Office of Human
71 Resources. Donations that are received **AFTER** the maximum of 100 four-hour days have

72 been received for the recipient, **AND/OR** those donations that are received after the close
73 of the open period, will be returned to the donors.

74 For details concerning District leave policies, please contact staff in the Office of Human
75 Resource Services.

76 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: January 18, 2017

Date Reviewed: May 15, 2019

Replaces former Cerritos CCD Policy 7039

Human Resources

1 **AP 7346 MILITARY LEAVE**

2 **References:**

- 3 Military and Veteran's Code, Sections 389 et seq.;
- 4 Education Code, Sections 87018, 87700, 87832, and 88116;
- 5 38 U.S. Code, Sections 4301 et seq.

6 The following applies to any District employee, academic or classified, who enters the

7 active military service of the United States of America or of the State of California,

8 including: active service in any uniformed auxiliary of any branch of the military service;

9 during any period of national emergency declared by the President of the United States;

10 or during any war in which the United States of America is engaged.

11 **Leave**

12 Upon presentation of a copy of orders for active duty in the Armed Forces, the National

13 Guard, or the Naval Militia, the District shall grant a military leave of absence for the period

14 of active duty specified in the orders, but not to exceed five years for a permanent,

15 probationary, or exempt employee, or for the remainder of a limited-term employee's

16 appointment or a temporary employee's appointment.

17 **Salary**

18 Any District employee called to active duty who has been in the service of the District for

19 at least one year will continue to receive his or her salary for the first thirty (30) calendar

20 days of ordered military service. Employees who are members of the National Guard will

21 continue to receive salary for the first thirty (30) calendar days of active service regardless

22 of length of service with the District.

23 In addition, the District may provide for not more than 180 calendar days as part of the

24 employee's compensation all of the following:

- 25 • The difference between the amount of his or her military pay and allowances and
- 26 the amount the employee would have received as an employee, including any
- 27 merit raises that would otherwise have been granted during the time the individual
- 28 was on active military duty.
- 29 • All benefits that he or she would have received had he or she not been called to
- 30 active military duty unless the benefits are prohibited or limited by vendor
- 31 contracts.

32 Employees returning from military leave shall have their salary adjusted to reflect salary

33 increases that are not based on merit.

34 **Health Benefits**

35 An employee on military leave for less than 31 days shall continue to receive health
36 insurance benefits.

37 Employees on leave for longer than thirty (30) days may elect to continue health care
38 coverage for themselves and their eligible dependents for a maximum period of eighteen
39 (18) months.

40 Returning veteran employees whose coverage was terminated because of military leave
41 will not be subject to any exclusion or waiting period prior to reinstatement of health
42 coverage.

43 **Vacation and Sick Leave**

44 Employees on military leave accrue any benefits the District provides to other employees,
45 e.g. if employees on other approved leaves are permitted to accrue vacation or sick leave,
46 employees on military leave will do so as well.

47 Employees on military leave shall accrue any benefits afforded by any collective
48 bargaining agreement negotiated during their absence.

49 Any employee on temporary military leave for training who has worked for the District for
50 at least one year shall continue to accrue vacation, sick leave, and holiday privileges up
51 to a maximum period of 180 days.

52 **Reinstatement**

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

56 In the case of a contract academic employee, absence on military leave shall not count
57 as part of the service required for the acquisition of tenure, but the absence shall not be
58 construed as a break in the continuity of service. If the employee was employed by the
59 District for more than one year, but had not yet become a regular academic employee of
60 the District, he or she is entitled to return to the position for the period of time his or her
61 contract of employment had to run at the time he or she entered military service.

62 In the case of a regular academic employee, absence on military leave shall not be
63 construed as a break in the continuity of service.

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

66 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policy 7015)

Human Resources

1 **AP 7365 DISCIPLINE AND DISMISSAL – CLASSIFIED EMPLOYEES**

2 **References:**

- 3 Education Code, Section 88013
4 Government Code, Sections 3300 et seq.

5 **Discipline**

6 No employee in the classified service shall be disciplined because of his/her political or
7 religious opinions or affiliations, or race, color, gender, gender identity, gender
8 expression, medical condition, genetic information, sexual orientation, physical or mental
9 disability, age, national origin, ancestry, marital status or other category prohibited by law.

10 The Board of Trustees retains broad discretionary powers in the matters of imposition of
11 disciplinary actions on classified employees. A permanent classified employee of the
12 District shall be accorded rights to due process in relation to disciplinary actions.

13 **Probationary Dismissal**

14 At any time prior to the expiration of the probationary period, the Board of Trustees may,
15 at its sole discretion, dismiss a probationary classified employee from District employment
16 without cause. A probationary classified employee shall not be entitled to an appeal or
17 to a hearing.

18 **Cause for Discipline**

19 A permanent classified employee shall be subject to disciplinary action for cause including
20 but not limited to demotion, suspension or dismissal from employment.

21 The term "cause" shall include, but shall not be limited to the following:

- 22 1) Incompetence or inefficiency in the performance of the duties of the position held.
23 2) Insubordination (including, but not limited to, refusal to do assigned work), or
24 insolence or disrespect toward authority.
25 3) Carelessness or negligence in the performance of duty or in the care or use of
26 District property.
27 4) Discourteous, offensive, or abusive conduct or language toward other employees,
28 students, or the public.
29 5) Dishonesty.
30 6) Possession, consumption, or being under the influence of alcoholic beverages or
31 intoxicants while on duty.
32 7) Unauthorized use or possession during working time of any illegal drugs or
33 controlled substances or prescription drugs for which an employee does not have
34 a valid, current prescription issued to him/her.
35 8) Personal conduct unbecoming an employee of the District, whether or not such
36 conduct amounts to a crime.

- 37 9) Conviction of a felony or of any crime involving moral turpitude, or any crime
38 bringing discredit upon the District.
- 39 10) Conviction of a sex offense as defined in Education Code Section 87010.
- 40 11) Absence and/or repeated tardiness without authority or sufficient reason.
- 41 12) Excessive absenteeism and/or tardiness regardless of reason.
- 42 13) Abuse of leave privileges.
- 43 14) Falsification or omission of any information supplied or required to be supplied to
44 the District, including but not limited to, information supplied on application forms,
45 employment records, or any other college District records.
- 46 15) Violation or refusal to obey the school laws of the state or reasonable regulations
47 prescribed for the government of community colleges by the Board of Governors
48 or by the Board of Trustees of the District.
- 49 16) Offering of anything of value or offering any service in exchange for special
50 treatment in connection with the employee's job or employment, or accepting
51 anything of value or any service in exchange for granting any special treatment to
52 another employee or to any member of the public.
- 53 17) Willful refusal to follow the lawful directives of the employee's supervisor or other
54 supervisory or managerial directives.
- 55 18) Willful failure of good conduct tending to injure the public service.
- 56 19) Abandonment of position, by being absent without authorization for five (5) or more
57 days.
- 58 20) Immoral conduct.
- 59 21) Evident unfitness for service.
- 60 22) Engaging in political activities during assigned hours of duty.
- 61 23) Inability to meet requirement of job description, including but not limited to,
62 possession of licenses, etc.
- 63 24) Any conduct that threatens or tends to threaten the welfare and/or the property of
64 the students or employees of the District, including the employee(s) involved in the
65 conduct.
- 66 25) The refusal of any officer or employee of the District to testify under oath before
67 any court, grand jury, or administrative officer having jurisdiction over any then
68 pending cause of inquiry in which the District is involved. Violation of this provision
69 may constitute of itself sufficient ground for the immediate discharge of such officer
70 or employee.
- 71 26) Working overtime without authorization.

72 **Disciplinary Actions**

73 Disciplinary action taken by the District against a permanent member of the classified
74 service may include, but not be limited to oral reprimand, written reprimand, and the
75 following:

- 76 • **Reduction in pay or demotion** – The District may reduce the pay or demote an
77 employee whose performance of the required duties falls below standard, or for
78 misconduct.
- 79 • **Suspension** – An employee may be suspended for disciplinary purposes without
80 pay.

- 81 • **Discharge** – A permanent member of the classified service may be discharged for
82 just cause at any time. Formal written notice of discharge may be made after
83 considered action during a period of suspension.

84 **Procedure for Disciplinary Action and Appeal**

85 The District may, for disciplinary purposes, suspend, demote or terminate any employee
86 holding a position in the classified service. Demotion shall include reduction in pay from
87 a step within the class to one or more lower steps. For classified employees suspended,
88 demoted or discharged the District shall follow a pre-disciplinary procedure as follows:

89 **Notice to Employees**

90 The District shall give notice to any permanent employee subject to dismissal from
91 employment prior to taking the disciplinary action. The notice shall be in writing,
92 and shall contain the following information:

- 93 1) The specific charge(s) against the employee, including a description of the
94 conduct giving rise to the charge(s) and the specific cause(s) for discipline
95 in accordance with Board Policy.
- 96 2) The date, time, and place at which a pre-disciplinary administrative review
97 meeting will be conducted. The meeting shall be conducted not less than
98 five (5) days and not more than ten (10) days after the date of service of
99 notice to the employee.
- 100 3) A statement informing the employee that failure to appear at the pre-
101 disciplinary administrative review meeting will result in his/her waiver of the
102 right to such a review.

103 **Pre-Disciplinary Administrative Review**

104 The pre-disciplinary administrative review shall be before the Vice President of
105 Human Resources or designee, and shall constitute the administrative review
106 required by these policies. The administrative review shall be convened at a time
107 designated by the District. The employee may elect to be represented by the
108 recognized employee association, outside counsel, or the employee may elect to
109 represent himself/herself. The administrative review meeting shall be informal,
110 and the employee shall have the opportunity to present to the Vice President of
111 Human Resources or designee any relevant evidence in the form of a narrative
112 presentation or documents relative to the disciplinary action of which the employee
113 received notice. Following the administrative review meeting, the Vice President
114 of Human Resources or designee shall decide whether the disciplinary action shall
115 be imposed, and if not, whether lesser disciplinary action shall be imposed.

116 **Notice of Disciplinary Action/Demand for Hearing**

117 Any permanent employee against whom disciplinary action is initiated by the
118 District shall be given written notice by the Vice President of Human Resources or
119 designee. Such notice shall indicate the nature of the disciplinary action, the
120 cause(s) for such action, and the specific charge(s) against the employee. If the
121 disciplinary action is suspension, demotion and/or dismissal from employment, the
122 notice shall contain a statement of his/her right to a hearing on such charges, the
123 time within which such hearing may be requested (which shall not be less than five

124 (5) workdays after service of the notice on the employee) and said notice shall be
125 accompanied by a card or paper, the signing and the filing of which with the Vice
126 President of Human Resources or his/her authorized representative shall
127 constitute a demand for a hearing and a denial of all charges. Failure of the
128 employee to file a request for hearing within the time specified shall constitute a
129 waiver of the employee's right to a hearing.

130 At any time before an employee's appeal is submitted to the Board of Trustees or
131 to a Hearing Officer for decision, the District may serve on the employee and file
132 with the Board or the Hearing Officer an amended or supplemental
133 recommendation of disciplinary action. If the amended or supplemental
134 recommendation presents new causes or allegations, the employee shall be
135 afforded a reasonable opportunity to prepare his/her defense thereto. Any new
136 causes or allegations shall be deemed controverted and any objections to the
137 amended or supplemental causes or allegations may be made orally at the hearing
138 and should be noted on the record.

139 **Conduct of Hearing**

140 ***Hearing Officer***

141 The Board of Trustees shall appoint a Hearing Officer to hear the matter unless
142 the Board of Trustees determines to hear the matter.

143 ***Notice of Hearing***

144 The Vice President of Human Resources or designee shall set the matter for
145 hearing and shall give the employee at least five (5) workdays, notice in writing of
146 the date, time, and the place of such hearing.

147 ***Rights of Employee and the District***

148 The employee shall attend the hearing, and shall be entitled to:

- 149 1) Be represented by counsel or any other person at such hearing;
- 150 2) Testify under oath;
- 151 3) Compel the attendance of other employees of the District to testify in his/her
152 behalf;
- 153 4) Cross-examine all witnesses appearing against him/her and all employees of
154 the District whose actions are in question or who have investigated any of the
155 matters involved in the hearing and whose reports are offered in evidence
156 before the Hearing Officer or the Board;
- 157 5) Impeach any witness;
- 158 6) Present such evidence as the Hearing Officer or the Board deems pertinent to
159 the inquiry; and
- 160 7) Argue his/her case.

161 The District shall be entitled to the same rights.

162 ***Evidence***

163 The hearing shall be informal and need not be conducted according to technical
164 rules relating to evidence and witnesses. Any relevant evidence shall be admitted

165 if it is the sort of evidence on which responsible persons are accustomed to rely in
166 the conduct of serious affairs, regardless of the existence of any common law or
167 statutory rule which might make improper the admission of such evidence over
168 objection in civil actions. Hearsay evidence may be admitted for any purpose, but
169 shall not be sufficient in itself to support a finding unless it would be admissible
170 over objection in civil actions. The rules of privilege and of official or judicial notice
171 shall be effective to the same extent as in civil actions. Irrelevant and repetitious
172 evidence shall be excluded. Oral evidence shall be taken only under oath or
173 affirmation.

174 ***Exclusion of Witness***

175 The Hearing Officer of Board of Trustees may, in its/his/her discretion, exclude
176 witnesses not under examination, except the employee and the party attempting
177 to substantiate the charges against the employee and their respective counsel.
178 When hearing testimony on scandalous or indecent conduct, all persons not
179 having a direct interest in the hearing may be excluded.

180 ***Burden of Proof***

181 The burden of proof shall be upon the party attempting to substantiate the
182 charge(s).

183 ***Findings and Decision***

184 Upon completion of the hearing, written Findings of Fact and Conclusions of Law
185 shall be signed and filed by the Hearing Officer with the Board of Trustees and
186 shall constitute his/her decision. If the case is heard by the Board of Trustees, it
187 shall prepare written Findings of Fact and Conclusions of Law.

188 ***Decision of a Hearing Officer***

189 The Board of Trustees may accept, reject, or modify the decision of a Hearing
190 Officer. Final decision regarding disciplinary matters rests with the Board of
191 Trustees.

192 ***Final Decision – Effect and Notice***

193 Unless the decision by the Board of Trustees provides otherwise, it shall be
194 effective immediately. Notice of the decision shall be mailed promptly to the
195 employee or his/her counsel or representative. Except for the correction of clerical
196 error, such decision shall be final and conclusive.

197 ***Report of Hearing***

198 Hearings shall be recorded by use of a stenographic reporter or electronic
199 recording machine.

200 ***Transcripts of Hearings***

201 Transcripts of hearing shall be furnished to any party involved in the disciplinary
202 action on payment of the cost of preparing such transcripts. When transcripts are
203 provided by the employees of the District, the cost shall be determined by the Vice
204 President of Business Services. When transcripts are provided by an independent
205 contractor, the cost will be established by the independent contractor.

206 **Continuances**
207 The Board of Trustees or a Hearing Officer may grant a continuance of any hearing
208 upon such terms and conditions as it may deem proper.

209 **Emergency Suspension**
210 If an employee's presence on District facilities creates or has the potential of
211 creating a danger or threat to the District's property or to the safety or health of
212 students or employees, including the employee at issue, the District may
213 immediately suspend without pay any employee for a period not to exceed 30 full
214 days pending an investigation of the situation. After the investigation of the
215 employee's conduct in creating an emergency situation the information obtained
216 may be used as the basis, in whole or in part, for disciplinary action as provided in
217 the policy.

218 **Record Filed**
219 When final action is taken, the documents shall be placed in the employee's
220 personnel file.

221 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008
Dates Revised: May 20, 2009; September 10, 2012
Date Reviewed: May 15, 2019
(Replaces former Cerritos CCD Policies 7336, 7337, 7338, 7339, and 7340)

Human Resources

1 **AP 7371 PERSONAL USE OF PUBLIC RESOURCES**

2 **References:**

3 Government Code, Section 8314;

4 Penal Code, Section 424

5 No employee or consultant shall use or permit others to use public resources including
6 the District's telephone, mail, and computer services, except that which is incidental and
7 minimal, for personal purposes or any other purpose not authorized by law.

8 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 8004 and 8005)

Human Resources

1 **AP 7600 CAMPUS POLICE**

2 **References:**

- 3 Education Code, Section 72330 et. seq.;
- 4 Government Code, Sections 3300 et seq.

5 **Chief of Campus Police**

6 The President/Superintendent or designee is delegated the responsibility to establish
7 minimum qualifications of employment for the Chief of Campus Police including, but not
8 limited to, the conditions contained in Board Policy (see BP 7600 titled Campus Police).

9 **Sworn Personnel**

10 Every sworn member of the Campus Police Department must, in order to retain his or
11 her employment, meet the requirements of Education Code, Section 72330.2, including
12 but not limited to:

- 13 • Submission of one copy of his or her fingerprints for clearance by the Federal
14 Bureau of Investigation;
- 15 • Eligibility to be District employee; and
- 16 • Approval by the Department of Justice to possess a firearm.

17 Every sworn member of the Campus Police Department shall be supplied with, and
18 authorized to wear, a badge bearing the words "Cerritos College Police." Every
19 member of the Campus Police Department shall be issued a suitable identification card.

20 Campus Police Officers shall be members of the classified service.

21 **Operating Regulations**

22 The Vice President of Business Services, in cooperation with the Chief of Campus
23 Police, shall issue such other regulations and procedures as may be necessary for the
24 administration of the Campus Police Department which may include, but not be limited
25 to:

- 26 • Schedules and shifts
- 27 • Call back
- 28 • Weapons
- 29 • Vehicle use
- 30 • Pursuit
- 31 • Discipline
- 32 • Training

33 **Department Training Plan**

34 The Chief of Campus Police shall have and carry out a Department Training Plan
35 (DTP). Every sworn member of the Campus Police Department shall fulfill ongoing
36 training requirements stipulated in the DTP as set forth by the Chief of Campus Police.
37 The DTP shall be based on applicable sections of the Department Policy Manual. The
38 training shall consist of, but not be limited to, use of force, control devices and
39 techniques, firearms, shooting (discharge of firearms), TASER use, and rapid response
40 and deployment.

41 **Service Weapons and Ammunition**

42 All service weapons and ammunition used by authorized sworn personnel in the
43 Campus Police Department shall be acquired, issued, maintained, and inspected by the
44 Department in accordance with California Peace Officer Standards and Training
45 (California POST). The Department armorer shall be responsible to the Chief of
46 Campus Police for implementing these procedures.

47 **Operational Boundaries and Mutual Aid**

48 The Campus Police shall cooperate with local law enforcement in accordance with an
49 agreement to be entered into in accordance with the requirements of Education Code,
50 Section 67381. The agreement shall address, but not be limited to, the following:

- 51 • Operational responsibilities for investigations of the following violent crimes:
52 willful homicide, forcible rape, robbery, aggravated assault;
- 53 • Geographical boundaries of the operational responsibilities; and
- 54 • Mutual aid procedures.

55 Offices of Primary Responsibility: Vice President, Business Services
56 Vice President, Human Resources

Date Approved: December 10, 2008

Dates Revised: May 20, 2009; October 10, 2011; April 22, 2019

Date Reviewed: May 15, 2019

(Replaces former Cerritos CCD Policies 4303 and 7037)

Human Resources

1 AP 7700 WHISTLEBLOWER PROTECTION

2 References:

- 3 Education Code, Sections 87160-87164;
- 4 Labor Code, Section 1102.5;
- 5 Government Code, Section 53296;
- 6 Private Attorney General Act of 2004 (Labor Code, Section 2698)
- 7 Affordable Care Act (29 U.S.C. 218C)

8 Individuals are encouraged to report suspected incidents of unlawful activities by District
9 employees in the performance of their duties. Reports will be investigated promptly and
10 appropriate remedies applied. Employees who, in good faith, report such activities and/or
11 assist the District in the investigation will be protected from retaliation.

12 This procedure sets out the processes for responding to and investigating reports of
13 unlawful activities, as defined in BP 7700 and addressing complaints of retaliation for
14 making such reports.

15 Filing a Report of Suspected Unlawful Activities

16 Any person may report allegations of suspected unlawful activities. Knowledge or
17 suspicion of such unlawful activities may originate from academic personnel, staff, or
18 administrators carrying out their assigned duties, internal or external auditors, law
19 enforcement, regulatory agencies, customers, vendors, students, or other third parties.

20 Anonymous reports will be investigated to the extent possible. However, employees are
21 strongly encouraged not to report anonymously because doing so impedes the District's
22 ability to thoroughly investigate the claim and take appropriate remedial measures. As
23 set forth fully below, retaliation against individuals who report suspected unlawful
24 activities will not be tolerated.

25 Normally, a report by a District employee of allegations of a suspected unlawful activity
26 should be made to the reporting employee's immediate supervisor or other appropriate
27 administrator or supervisor within the operating unit. However, if the report involves or
28 implicates the direct supervisor or others in the operating unit, the report may be made to
29 any another District official whom the reporting employee believes to have either
30 responsibility over the affected area or the authority to review the alleged unlawful activity
31 on behalf of the District. When the alleged unlawful activity involves the
32 President/Superintendent, the report should be made to the President of the Board of
33 Trustees. When the alleged unlawful activity involves the Board of Trustees or one of its
34 members, the report should be made to the President/Superintendent who will confer with
35 the President of the Board of Trustees and/or legal counsel on how to proceed.

36 Allegations of suspected unlawful activities should be made in writing so as to assure a
37 clear understanding of the issues raised, but may be made orally. Such reports should
38 be factual and contain as much specific information as possible. The receiving supervisor
39 or administrator should elicit as much information as possible. If the report is made orally,
40 the receiving supervisor or administrator shall reduce it to writing and make every attempt
41 to get the reporter to confirm by his or her signature that it is accurate and complete.

42 Once the receiving supervisor or administrator has received and/or prepared a written
43 report of the alleged unlawful activity, he or she must immediately forward it to the
44 President/Superintendent. However, if this process would require submitting the report
45 to an employee implicated in the report, the receiving supervisor or administrator should
46 follow the reporting options outlined, above. The high-level administrator or trustee who
47 receives the written report pursuant to this paragraph is responsible for ensuring that a
48 prompt and complete investigation is made by an individual with the competence and
49 objectivity to conduct the investigation, and that the assistance of counsel and/or an
50 outside investigator is secured if deemed necessary.

51 In the course of investigating allegations of unlawful conduct, all individuals who are
52 contacted and/or interviewed shall be advised of the District's no-retaliation policy. Each
53 individual shall be: a) warned that retaliation against the reporter(s) and/or others
54 participating in the investigation will subject the employee to discipline up to and including
55 termination; and b) advised that if he or she experiences retaliation for cooperating in the
56 investigation, then it must be reported immediately.

57 In the event that an investigation into alleged unlawful activity determines that the
58 allegations are accurate, prompt, and appropriate corrective action shall be taken.

59 **Protection from Retaliation**

60 When a person makes a good-faith report of suspected unlawful activities to an
61 appropriate authority, the report is known as a protected disclosure. District employees
62 and applicants for employment who make a protected disclosure are protected from
63 retaliation. A District employee or applicant whose family member makes a protected
64 disclosure is also protected from retaliation.

65 Any employee who believes he or she has been subjected to or affected by retaliatory
66 conduct (1) for reporting suspected unlawful activity, or (2) for refusing to engage in
67 activity that would result in a violation of law, should report such conduct to the appropriate
68 supervisory personnel (if such supervisory personnel is not the source of or otherwise
69 involved in the retaliatory conduct). Any supervisory employee who receives such a
70 report, or who otherwise is aware of retaliatory conduct, is required to advise the
71 President/Superintendent or the President/Superintendent's designee. If the allegations
72 of retaliation or the underlying allegations of unlawful conduct involve the
73 President/Superintendent, the supervisor shall report to the highest level administrator
74 and/or trustee who is not implicated in the reports of unlawful activity and retaliation.

75 All allegations of retaliation shall be investigated promptly and with discretion, and all
76 information obtained will be handled on a "need to know" basis. At the conclusion of an
77 investigation, as appropriate, remedial and/or disciplinary action will be taken where the
78 allegations are verified and/or otherwise substantiated.

79 **Other Remedies and Appropriate Agencies**

80 In addition to the internal complaint process set forth above, any employee who has
81 information concerning allegedly unlawful conduct may contact the appropriate
82 government agency.

83 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Date Revised: November 18, 2013

Date Reviewed: May 15, 2019