

1 COUNTER-PROPOSAL  
2 FROM THE CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215  
3 TO THE CERRITOS COMMUNITY COLLEGE DISTRICT  
4  
5

6 April 05, 2024  
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8 This proposal from the Cerritos Community College District to the Cerritos College Faculty Federation, AFT  
9 Local 6215 ("CCFF") is expressly made pursuant to the Educational Employment Relations Act and the  
10 current Collective Bargaining Agreement between the parties. The following article shall be added to the  
11 Collective Bargaining Agreement as set forth below:  
12

13 NEW ARTICLE:

14 **DUE PROCESS Investigations and Discipline**  
15

16  
17 **42 Application of Article:** The terms of this Article are intended to ensure that the due  
18 process rights of full-time faculty personnel are observed during pre-disciplinary  
19 processes, including paid administrative leave and investigations. The terms of this  
20 Article are also intended to ensure the due process rights of full-time faculty personnel  
21 regarding the as well as the issuance of any corrective notice related to a demonstrated  
22 failure to meet professional expectations as defined in Article 4: Assignment. that does  
23 not involve any suspension/dismissal processes required by the California Education  
24 Code. Suspension or dismissal of contract and regular faculty may be issued for any  
25 cause enumerated in California Education Code section 87732, and will be conducted  
26 in accordance with the procedures provided in the California Education Code section  
27 87660 et seq. Nothing in this Agreement shall preclude the District from utilizing those  
28 disciplinary procedures as provided in the Education Code.  
29

30 **42.1 Misconduct Investigations and Representation for All Unit Members**  
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32 42.1 **42.1.1 Misconduct Investigations:** The parties acknowledge that the  
33 District has the authority and/or legal duty to investigate complaints,  
34 reports, observations and/or other credible information **from a source**  
35 **identifiable by the District** from an identifiable source that a unit member  
36 has allegedly engaged in some form of misconduct, including allegations  
37 that a full-time faculty unit member has violated applicable legal standards,  
38 board policies, and/or administrative procedures. The District will conduct  
39 the investigation in accordance with applicable Board Policy and  
40 Administrative Procedures, as well as any mandatory external requirements  
41 imposed by law, such as Title IX and/or Title 5 of the California Code of  
42 Regulations.  
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44  
45 **42.1.1 Notification of Misconduct Investigation:** Prior to conducting  
46 any investigatory interview or meeting with a unit member  
47 subject to a misconduct investigation, the District must send  
48 them an Employee Notification Packet no later than ten (10)  
49 notice five (5) **business working** days before the member's  
50 appointment for an investigatory interview. The District may  
51 amend the Notice prior to the interview, which shall restart the  
52 five (5) **working** day period. The Notification Packet shall  
53 include two documents: (1) the Employee Notification Form,  
54 which provides unit member the ability to opt out from CCFF  
55 notification and representation (see Appendix X attached to  
56 this Agreement), and (2) the Summary of Interview Subject

57 Matter, which specifically The Notice will include a **specific**  
58 **general** statement of the matter to be investigated, and will  
59 **typically** include the following information:

60 42.1.1.1 The name or description of the complainant(s) or  
61 individual(s) whose concerns caused the District  
62 to initiate an investigation

63 42.1.1.2 What allegedly occurred. The faculty member  
64 shall be entitled to a description of the subject  
65 matter and/or the specific alleged conduct or  
66 actions at issue in the investigation

67 42.1.1.3 When the incident(s) allegedly occurred. This  
68 notice shall be as specific as possible, based on  
69 the information available at the time the notice is  
70 given. If the District utilizes an outside independent  
71 investigator, the notice shall include the identity  
72 and/or means of contacting the investigator.

73 42.1.1.4 Where possible, the basic details A description  
74 (where/when/how) that incident(s) allegedly  
75 occurred. The notice shall be as specific as  
76 possible based on the information available,  
77 including protective measures in place, at the time  
78 the notice was given. Notice of Investigation:  
79 The District may initiate an investigation at any  
80 time, and must provide notice to the full-time  
81 faculty member prior to any investigatory  
82 interview. The District provided notice shall  
83 include a statement concerning the general nature  
84 of the allegations under investigation, and shall  
85 allow the member an opportunity to confer with  
86 their representative (if applicable) prior to the  
87 interview. If the District utilizes an outside  
88 independent investigator, the notice shall include  
89 the identity and/or means of contacting the  
90 investigator.

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92 42.1.2 If, after interviewing the unit member, the District learns of  
93 other allegations during the investigation and seeks to re-  
94 interview the unit member, the unit member shall be provided  
95 with a new Noticesummary of Interview Subject Matter  
96 document at least five (5) **business working** days prior to the  
97 subsequent interview.

98  
99 42.1.3 If, prior to interviewing the unit member, the District learns of  
100 other allegations it wishes to cover during the interview, the  
101 unit member shall receive an updated Summary of Interview  
102 Subject Matter document at least five (5) business days prior  
103 to the interview.

104  
105 42.1.4 Notice of Findings Conclusion of Investigation: The District  
106 shall make best efforts to complete the investigation within  
107 the timeframe required by the type of complaint, subject to  
108 any extensions/continuances required to ensure the  
109 investigation is fully and fairly completed. Following  
110 completion of the investigation the District shall provide a  
111 unit member/respondent with a conclusion of investigation  
112 notice which shall include a summary of findings from the

113 ~~investigator alleged policy that was violated, the name of the~~  
114 ~~individual(s) who completed the investigation, the name of the~~  
115 ~~individual(s) who filed the complaint, and a summary of~~  
116 ~~findings. Concurrently,~~

117 42.1.5 Notice of administrative determination: the District shall  
118 provide a unit member/respondent with an administrative  
119 determination as outlined in appendix XX notice and a  
120 summary of findings, in addition to any administrative  
121 determination ~~and/or appeal rights to any and appeal rights,~~  
122 when applicable, to any unit member/complainant as may be  
123 required by the type of complaint.

124 [the new language regarding appeal rights is proposed to make the section easier to  
125 read/understand]

126  
127 42.2 Involuntary Paid Administrative Leave: The parties acknowledge that  
128 the District may place a unit member on involuntary paid administrative  
129 leave consistent with the requirements of Education Code Section 87623.

130  
131 Consistent with Education Code Section 87623, placement on paid administrative  
132 leave maintains all compensation and benefits to which the unit member would  
133 have been entitled. It is understood that it is within the District's discretion to place  
134 a unit member on paid administrative leave during the pendency of an misconduct  
135 investigation, which may include circumstances in which. As such, the leave shall  
136 be imposed only where the District concludes that the alleged conduct includes: a)  
137 foreseeable acts of retaliation or intimidation; b) acts of serious dishonesty or the  
138 destruction of property; c) allegations, which if true, present a reasonably  
139 foreseeable concern for the health and safety of others; d) allegations which if true  
140 present a reasonable concern that the unit member's students are suffering  
141 educational harm; and/or e) allegations the nature of which require the immediate  
142 preservation of physical evidence which may be compromised if the unit member  
143 is not placed on leave.

144  
145 During any involuntary paid administrative leave, a unit full-time faculty  
146 member shall be entitled to remain in paid status with all benefits intact. In  
147 most circumstances, the District will have 90 working/duty days from the  
148 date the unit member is placed on involuntary-paid administrative leave to  
149 either initiate disciplinary proceedings or reinstate the member. This period  
150 shall run concurrently, and may be extended when necessary, as allowed  
151 by external law with the period of time as required to complete the  
152 investigation process.

153  
154 42.2.1 General Notice of Leave: In most cases, the District shall  
155 provide written notice at least two (2) business working days  
156 prior to initiating an involuntary paid administrative leave. The  
157 notice will include a statement concerning the general nature  
158 of the allegation or allegations related to placement on leave.  
159 The notice may be combined with, or issued separate from,  
160 notice of investigation as provided under Article 42.4-2.1. The  
161 notice shall may also include a non-contact directive with an  
162 explanation that while paid administrative leave constitutes a  
163 directive to stay away from the workplace, it does not apply  
164 to the CCFF office or areas and events that are open to the  
165 public. The notice may also instruct the member to remain  
166 available to the District for questioning during the employee's  
167 regular hours of work.

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169 **42.3** Notice In Emergent Circumstances: Dependent upon the circumstances, the  
170 District may immediately initiate an involuntary-paid administrative leave  
171 without providing notice pursuant to Article 42.53.1 if the District determines  
172 that serious risk of physical danger or necessity arises from the specific  
173 allegation or allegations. In these circumstances, the District shall provide  
174 written notice, including a statement concerning the general nature of the  
175 allegation or allegations related to placement on leave, within five (5)  
176 business days of initiating the involuntary-paid administrative leave. The  
177 notice shall may also include a non-contact directive and an explanation  
178 that while paid administrative leave constitutes a directive to stay away from  
179 the workplace, it does not apply to prevent contact or consultation with  
180 CCFFthe CCFF office or areas and events that are open to the public. The  
181 notice may also instruct the member to remain available to the District for  
182 questioning during the employee's regular hours of work.

185 **42.4** Representation Rights: At all stages of misconduct investigation, pre-  
186 disciplinary processes, the issuance of any corrective notice, or the  
187 initiation of statutory disciplinary proceedings, a full-time faculty unit  
188 member shall have the right to request representation from the Federation  
189 CCFF. The District shall include a "CCFF know your rights" flyer in any  
190 Notice(s) sent to a unit member. or their own representation. The District  
191 and Federation shall provide notice to the other party if a full-time faculty  
192 member notifies either party that the member elects to be represented by  
193 themselves during these processes. The District shall inform the unit  
194 member of their right to CCFF representation or the unit member's own  
195 representative.

197 Nothing in this Article shall waive or supersede the District's, CCFF's or a unit  
198 member's right to request and receive information and documents as allowed by  
199 the EERA, Education Code or other law.

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201 **42.6 Full Time Faculty Corrective Notice Procedures**

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203 ~~42.6.1 When it is acknowledged that problems arise in the performance of assigned~~  
204 ~~duties and responsibilities will sometime arise, the District will attempt to assist the~~  
205 ~~Faculty member in and solving these problems through the evaluation process outlined~~  
206 ~~in Article 16 shall be excluded from these procedures. It is acknowledged that~~  
207 ~~sometimes problems arise in the performance of assigned duties and responsibilities.~~  
208 ~~If a problem can be solved through the evaluation process (Article 16), then that~~  
209 ~~problem shall be excluded from these procedures.~~

210  
211 ~~No part of the video or audio recording or livestream of a distance education or HyFlex~~  
212 ~~assignment may be used as evidence in or to initiate any type of disciplinary proceeding~~  
213 ~~against the faculty member, nor shall it be accessed and/or utilized to view or review~~  
214 ~~any part of the assignment for any reason, including a response to a complaint.~~

215  
216 **42.5** 42.7 Corrective Notices: Any corrective notices shall be related to a  
217 demonstrated failure to meet professional standards as outlined in Article  
218 4: Assignment.

219  
220 **42.6** 42.8 Corrective notices shall be bBased upon credible knowledge of  
221 demonstrated failure to meet professional standards as outlined in Article  
222 4: Assignment misconduct and prior to the imposition of disciplinary sanctions,  
223 the District may issue a full-time faculty member a corrective notice for the  
224 purpose of remediating observed behavior. In no event shall a corrective notice

225 be based upon unsupported complaints and/or hearsay. ~~Corrective notices~~  
226 ~~must be warranted.~~ Such corrective notices shall be administered  
227 ~~progressively, where appropriate.~~ District-imposed corrective notices shall  
228 be limited to oral warnings, written warnings, and written reprimands,  
229 dependent upon the severity of the misconduct, inby the steps set forth  
230 below. The following Corrective Notices may be utilized by the District,  
231 dependent upon the severity of the misconduct, prior to any statutory  
232 processes:  
233

234 42.6.1 42.8.1 Step One: Oral warning: An oral warning is a verbal  
235 communication from the immediate manager regarding the  
236 performance of the professionals standards outlined in Article 4:  
237 Assignment. The oral warning shall be formally communicated to the  
238 Full Time Faculty in a private meeting between the Full Time Faculty  
239 and the immediate manager; however the Full Time Faculty shall have  
240 the right to have a CCFF representative or their own representation  
241 attend the meeting. The meeting shall be confidential. During the  
242 meeting the Full Time Faculty shall be made aware of the reason for  
243 the warning, shall be provided with specific examples of the issue in  
244 performance and may be provided a work plan that shall set forth  
245 observable and measurable performance goals.  
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248 42.6.2 Step Two: If an oral warning does not result in corrected performance,  
249 a Wwritten Warning may be issued. Counseling Memorandum: The  
250 District may issue a counseling memorandum-written warning to  
251 document the the performance of the professionals standards  
252 outlined in Article 4: Assignment misconduct, potentially including the  
253 performance of the professionals standards, and memorialize  
254 directives- include a work plan intended to assist the full-time faculty  
255 member in remediating the conduct and/or in meeting the desired level  
256 of performance of the professional standard of assigned duties and  
257 responsibilities as outlined in Article 4: Assignment . Counseling  
258 memorandum The written warning will not be placed in the member's  
259 personnel file, and shall be kept in a separate confidential file  
260 maintained and accessed only by the Vice President of Human  
261 Resources. Provided there has been no repetition of similar conduct  
262 for a period two of onetwo years from the date of occurrence, the  
263 written warning counseling memorandum will be destroyed.The  
264 written warning must include (a) a summary of any previous oral  
265 warnings on this topic, (b) the specific rule, regulation, policy or  
266 procedure violated by the Full Time Faculty, (c) specific examples of  
267 the violation, (d) the desired level of performance of assigned duties  
268 and responsibilities required along with a work plan for improvement,  
269 and (e) the disciplinary consequences that shall result if the Full Time  
270 Faculty fails to demonstrate improvement. The written warning shall  
271 include (a) confirmation of whether there was an oral warning and (b)  
272 a description of the basis for the warning, and (c) corrective steps. Unit  
273 members may submit a written response to the Office of Human  
274 Resources no later than ten (10) working days after receipt of the  
275 written warning.  
276

277 Step Three: Written Reprimand: If a full-time faculty member has  
278 received a counseling memorandum-written warning for issues of  
279 similar conduct or the lack of performance of the professional  
280 standards outlined in Article 4: Assignment conduct within the

281 preceding ~~year~~ two years, the District may issue a written reprimand  
282 to document the ~~the performance of the professionals standards~~  
283 ~~outlined in Article 4: Assignment~~ and memorialize a work plan  
284 directives intended to assist the full-time faculty member in  
285 ~~remediating the conduct and/or~~ meeting the desired level of  
286 performance of assigned duties and responsibilities as outlined in  
287 Article 4: Assignment. Remediating the conduct. Such work plans  
288 directives may include a requirement that a member shall participate  
289 in a mandatory training, not to exceed two (2) hours, provided that  
290 such training must occur during the members assigned time. Any  
291 assigned training will be offered in a variety of modalities, when  
292 possible. The Full Time Faculty member will sign the reprimand to  
293 acknowledge receipt and a copy shall be placed in the member's  
294 personnel file, with which the member may attach a statement of  
295 rebuttal which shall be permanently attached to the reprimand. The  
296 written reprimand shall be removed upon the request of the unit  
297 member or CCFE the Federation provided there has been no repetition  
298 of similar conduct or ~~performance concerns of the professional~~  
299 ~~standards outlined in Article 4: Assignment~~ conduct for a period of  
300 ~~three four~~ two years from the occurrence.

301  
302 **42.6.3** ~~Throughout the progressive discipline process~~ Concurrent with any  
303 corrective notice, and when supporting information indicates that  
304 improvement is needed, the District may initiate a work improvement  
305 plan that should set forth observable and measurable performance  
306 goals to improve documented performance deficiencies. Such goals  
307 are to be met within a specific, achievable time frame. If such a plan  
308 is contemplated, CCFE shall be notified. At the full-time faculty  
309 member's request, CCFE shall participate in developing the work plan.  
310 Mandatory training shall be included as a part of the work plan only in  
311 instances of Step Three: written reprimand.

312  
313 42.6.4 The District shall not utilize other mechanisms, such as reassignment  
314 or mandatory training, as corrective measures. The District reserves  
315 the right to require mandatory trainings when necessary for legal  
316 compliance, and shall continue to make assignments in accordance  
317 with Article 4. [Note: This is already included as part of the Calendar  
318 and is pending changes to Art. 4/Assignment.]

319  
320 [Note: Per our prior discussion, we are willing to include a flyer/notice from CCFE – in the  
321 vein of a “Know Your Rights” flyer or something – when we are providing notices for  
322 investigatory processes. But we don't think that a cookie-cutter notice can realistically fit  
323 all possible circumstances.]

324  
325 **APPENDIX X: EMPLOYEE NOTIFICATION SUMMARY FORM**

326 This Notice is to advise you that the Human Resources Department has initiated an  
327 investigation into allegations that you may be involved in possible employee misconduct.  
328 Please read this Notice carefully, as it gives you information about the investigation process  
329 and your rights during this process.

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331 First, please note that the District takes a neutral stance when investigating possible  
332 misconduct and maintains the confidentiality of employee investigations to the fullest  
333 extent possible. No findings of wrongdoing have been made, and no findings will be made  
334 prior to completion of the investigation. Further, the investigation will not be closed until  
335 after the scheduled date for your interview.

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An interview shall be scheduled no sooner than ten (10) business days after the receipt of the Employee Notification Form and Summary of Interview Subject Matter. The Respondent shall notify the Office of Human Resources of the date and times which they are available to attend the interview.

Please be further advised that the information received in your interview could lead to discipline. You are entitled to have union representation at that meeting, and to have the Union copied on communications related to this investigation.

Every effort will be made to complete the investigation within ninety (90) business days, and where this is not possible; you will receive a status update on where the District is in its investigation and when it expects to be completed. Once the investigation is complete, you will receive notice of the findings of the investigation.

In the event the investigation leads to disciplinary action, you will be afforded all the prediscipline due process rights to which you are entitled. This includes receiving a copy of the written investigation report. If you do not want CCFF to receive a copy of the written investigation report, please sign below and the District will not forward it to CCFF.

We also remind you that District policy and law prohibit retaliation of any kind against anyone you believe to have provided information or otherwise cooperated in this investigation, and that such conduct constitutes an independent basis for serious discipline up to and including termination.

If you do not want CCFF to automatically receive communications, information, and/or reports directly related to your misconduct investigation please sign and date below.

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Name \_\_\_\_\_ Date \_\_\_\_\_

Summary of Interview Subject Matter

This letter includes information about the nature of the reported incident including; the name of the complainant(s) or individual(s) whose concerns caused the District to initiate an investigation, what allegedly occurred, when and where the incident(s) allegedly occurred, and other information regarding the investigation process. Please note that you are considered to be the Respondent in this matter.

The District is committed to a neutral investigation, reports are presumed to have been made in good-faith, and Respondents are presumed not responsible.

An interview shall be scheduled no sooner than ten (10) business days after the receipt of this Summary of Interview Subject Matter. The Respondent shall notify the Office of Human Resources of the date and times which they are available to attend the interview.

For the District:

For the Cerritos College Faculty Federation  
AFT Local 6215:

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Dr. Mercedes Gutierrez  
Vice-President, Human Resources/

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Dr. April Bracamontes  
CCFF/Lead Negotiator

393 Assistant Superintendent  
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Dr. Lynn Wang  
CCFF President