

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 20 day of ~~August~~ <sup>September</sup>, 2017 by and between the El Camino College Federation of Teachers, American Federation of Teachers, Local 1388 ("Federation") and the El Camino Community College District ("District"). Through this MOA, the parties address and set forth the procedures applicable to the Federation's representation of bargaining unit members ("Faculty") who are subject to Complaints under either Title V of the California Code of Regulations ("Title V") and/or Title IX of the Federal Educational Amendments of 1972 ("Title IX").

The following terms and conditions, as set forth in this MOA, are intended and designed to allow the broadest right of participation for the Federation to provide representation to bargaining unit Members – who are subject to compliance under Title V or IX – consistent with applicable Federal and/or State law and/or regulations.

Therefore, the Federation and District agree as follows:

1. Bargaining unit Members shall have the right to be represented by the Federation, including the Federation's counsel, in any investigation or process concerning or pertaining to a Complaint, filed under Title V or IX, in which a bargaining unit Member is the object/subject of the Complaint.

In its initial communication to any Faculty who is the object/subject of a Complaint, the District shall also provide notification to that instructor of his/her right to be represented by the Federation as to the investigation of the Complaint.

2. In the event a Faculty advises the District of his/her intent to be represented by the Federation, the District shall provide the Federation with a copy of prior correspondence to the Faculty member and shall include the Federation on all future correspondence.
3. The District shall provide the Faculty with a basic description of the allegations in the Complaint in the initial notice.

4. It is also agreed with respect to the student vs. Faculty and/or allegations of sexual harassment, that (A) the identity of the complainant in such matter shall remain confidential and (B) where any witnesses whom the complainant identified have requested anonymity, the identity of the witness shall remain confidential as well.
5. Should a Faculty designate the Federation as his/her representative in connection with an investigation into a Complaint, the District shall (A) provide the Federation with written notices of any interview to be conducted of the Respondent with the subject of the Complaint and (B) any interim or final findings with respect to the investigation into the Complaint.
6. During the investigation process, both the District and the Federation, where the Federation is in the status of a representative for a subject Faculty, shall have a duty to cooperate with one another. This duty of cooperation shall extend to scheduling any and all interviews of the subject Faculty. The District will also in good faith include a reasonable number of witnesses identified by the subject Faculty in the investigation.
7. In the event a Faculty declines representation from the Federation, the Federation shall not be included on any further communications regarding the Complaint unless and until the subject Faculty actually designates the Federation as his/her representative.
8. Where the Federation has been designated the Faculty's representative, it shall be copied on all correspondence to the subject Faculty including but not limited to receipt of any interim and/or final decisions that the District sustained in full, sustained in part, and/or dismissed the allegations contained in the Complaint.
9. Where the Federation has been designated the Faculty's representative, the Federation may appoint a single representative, to attend any investigative meeting or investigative interview. The representative's role is limited to observing and consulting with and providing support to the Faculty. Such a representative may not participate (speak) in the interview on the Faculty's behalf; and may not in any way disrupt or interfere with the investigative process. The representative should also maintain confidentiality.

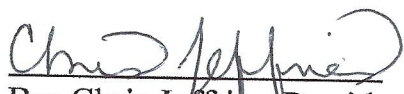


10. In any correspondence detailing a final decision with respect to the investigation of a Complaint, the District shall provide at least the following information:
  - (a) A summary of the allegation(s) in the Complaint;
  - (b) A summary of relevant evidence in support of the District's determination regarding each allegation in the Complaint;
  - (c) A Notice of any appeal rights, if applicable, and/or a notice of any disciplinary action to which the Faculty may be subject; and
  - (d) In the event the Faculty is provided with a right of appeal from any findings issued in connection with an investigation into a Complaint, the Faculty may designate the Federation as his/her representative. Should such an appeal be perfected, the Federation shall have the rights to information and data as set forth in this MOA with regard to any such appeal.
11. Should the District determine that disciplinary action be taken as a result of any investigation pursuant to this MOA, the complaint will be disclosed as part of that process consistent with existing disciplinary procedures under the CBA.
12. In interpreting and applying this MOA, as well as the District's internal regulations regarding Complaints under Title V and IX, the Federation and the District hereby affirm the principals of Academic Freedom, including the principal that professors have the right to study and investigate, to interpret their findings, to present views that are controversial and to evaluate opinions held by others, while respecting the right of free expression for all.
13. This Agreement supersedes any and all oral or written Agreement(s) and/or understanding(s) between the parties hereto with respect to the subject matter of this MOA. Should the parties to this MOA wish to amend this document, any such amendment shall be in writing and executed by both parties.

WHEREFORE, the Federation and the District enter into this MOA as of the date first set above.

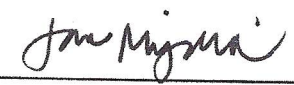
Dated: 9/20/17

El Camino Federation of  
Teachers,  
AFT Local 1388, AFL-CIO

  
By: Chris Jeffries, President

Dated:

El Camino Community College  
District

  
By: Jane Miyashiro  
Vice President, Human  
Resources