

5 – Models clear, enthusiastic, excellent and appropriate vocabulary and mannerisms. Written materials clear, accurate and fitting to the position.

1 – Poor quality in spoken or written communication, lacks enthusiasm; inappropriate or inaccurate vocabulary.

5– Uses techniques and/or methods appropriate for meeting the department’s goals and is sensitive to the diversity of various student learning styles.

1 – Uses techniques and/or methods that are inadequate to address the variety of student learning styles and to meet department goals.

5 – Clearly organized and easy-to-follow patterns.

1 – Organizational pattern is not clearly discernible.

83

F. Time Management	1	2	3	4	5	N/A
--------------------	---	---	---	---	---	-----

5 – Time is managed well.

3 – Some tasks or responsibilities utilize more time than that allocated or necessary.

1 – Several or the majority of tasks utilize more time than that allotted or necessary.

Comments:

G. Student Records	1	2	3	4	5	N/A
--------------------	---	---	---	---	---	-----

5 – Accurately and completely maintains student records utilizing department mandated technology.

3 – Adequately maintains student records utilizing department mandated technology.

1 – Insufficiently maintains student records utilizing department mandated technology.

Comments:

H. Overall Assessment of Performance

(Must be the true mathematical average of the above ratings A-G)_____

Additional Comments by Evaluator:

Signature of Evaluator:_____ Date: _____

Signature of Evaluatee:_____ Date: _____

Signature of Department Chair: _____ Date: _____

Signature of Instructional Dean:_____ Date: _____

Note: Evaluatee's signature does not necessarily imply agreement. It is merely an acknowledgment that the complete report has been read. Evaluatee may submit a written response within ten calendar days of receipt of this evaluation report. The written statement will be filed with this visitation report.

APPENDIX E: STUDENT EVALUATION SURVEY

College of the Canyons **Student Evaluation Survey**

Dear Student: The purpose of this survey is to obtain information on how we can improve our courses. To accomplish this, we are asking that you complete this survey and return it in the envelope provided. Your participation is voluntary and every effort will be made to keep your responses confidential. We greatly appreciate your assistance! If you are completing this survey online, please follow the directions that were emailed to you.

Please fill in marks like this: ●

Semester: _____ Year: _____ Course
Title: _____

Section #: _____ Instructor Name: _____

	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1	Not Applicable
1. Organization of course curriculum:						
a. Goals and objectives are clearly communicated to students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Key points are conveyed successfully.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Material is presented in a logical order.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Instructor's behavior, performance, and classroom management:	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1	Not Applicable
a. Instructor uses a variety of teaching methods to effectively deliver course material (e.g., videos, PowerPoints, discussion forums, group work, lectures, class activities).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Instructor encourages students to engage in critical thinking.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Instructor has structured the class in a manner that establishes a good learning environment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Instructor uses the entire class period efficiently and effectively (for an online class, mark not applicable).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Instructor responds to questions and grades assignments in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Instructor facilitates and encourages online communication between students (for a face to face class, mark not applicable).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Instructor's interpersonal skills:	Strongl y 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1	Not Applicable
a. Instructor demonstrates a caring for student's success with feedback provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Instructor demonstrates respect for students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Instructor demonstrates sensitivity to student diversity.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Thank you for your participation in this important survey!

4.	Class materials (textbooks, syllabi, CD-ROMs, videos, etc.):	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1	Not Applicable
	a. The syllabus is well organized and easy to follow.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	b. Class materials are useful resources in the course.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	c. The course materials in Canvas are clearly organized and easy to navigate (if course does not use Canvas, mark not applicable).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5.	Grading and assignments (exams, homework, quizzes, and other instruments for grading):	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1	Not Applicable
	a. Instructor gives helpful comments on assignments completed by students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	b. Instructor clearly explains methods of assigning grades.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	c. Assignments and exams relate closely to covered material.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	d. Grading system is applied fairly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6.	Level of course challenge:	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1	Not Applicable
	a. Overall, the amount of work required in this class is fair.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	b. Material is challenging, yet mastery is attainable.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	c. I am learning a lot in this class.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	d. I found this delivery format effective (on campus or online)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments

Please provide any additional comments you may have regarding the course or the instructor's teaching style or professionalism.

APPENDIX G: DISTRICT-COMPENSATED COMMITTEES

Per Article 11.B.5, the District will compensate Unit Members (one per committee/team) at the non-instructional rate per the adjunct salary schedule € for service on the following committees:

- Accreditation Committee and Team(s)
- Educational Technology Committee
- Enrollment Management Committee
- Health and Safety Committee
- President's Advisory Council on Budget
- Curriculum Committee

Unit members will submit a timesheet to the administrative committee chair or co-chair after each meeting. The administrative chair or co-chair will be responsible for ensuring adjunct compensation while serving on the above committees.

APPENDIX H: SCHEDULED OFFICE HOURS COMPENSATION

SANTA CLARITA COMMUNITY COLLEGE DISTRICT COLLEGE OF THE CANYONS SCHEDULED OFFICE HOURS COMPENSATION 2016-2017

Beginning Fall 2016, scheduled office hours will be compensated as per Article 21. Unscheduled office hours will not be compensated. Scheduled office hours may be verified by the instructional dean.

Half of the office hours for a course must be conducted on a regular schedule, either on the campus (or site) where the course is scheduled or through virtual means. This portion of the office hours will be considered “scheduled office hours”.

On-Campus (or Site) Units per week	Number of Scheduled Office Hours (minutes)	Number of Unscheduled Office Hours (minutes)	Total Office Hours per Week (minutes)
3	30	30	60
4	40	40	80
5	50	50	100
6	60	60	120
7	70	70	140
8	80	80	160
9	90	90	180
10	100	100	200
11	110	110	220
12	120	120	240
13	120	120	240
14	130	130	260
15	140	140	280
16	150	150	300

Compensation for Scheduled Office Hours Adjunct (Hourly) Faculty
\$20.00 / Hour

APPENDIX H: SCHEDULED OFFICE HOURS COMPENSATION

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
SCHEDULED OFFICE HOURS COMPENSATION
2017-2018

Beginning Fall 2017, scheduled office hours will be compensated as per Article 20. Unscheduled office hours will not be compensated. Scheduled office hours may be verified by the instructional dean.

Half of the office hours for a course must be conducted on a regular schedule, either on the campus (or site) where the course is scheduled or through virtual means. This portion of the office hours will be considered “scheduled office hours”.

On-Campus (or Site) Units per week	Number of Scheduled Office Hours (minutes)	Number of Unscheduled Office Hours (minutes)	Total Office Hours per Week (minutes)
3	30	30	60
4	40	40	80
5	50	50	100
6	60	60	120
7	70	70	140
8	80	80	160
9	90	90	180
10	100	100	200
11	110	110	220
12	120	120	240
13	120	120	240
14	130	130	260
15	140	140	280
16	150	150	300

Compensation for Scheduled Office Hours Adjunct (Hourly) Faculty
\$40.00 / Hour

2017-2020 AGREEMENT SIGNATURE PAGE

SANTA CLARITA COMMUNITY COLLEGE DISTRICT COLLEGE OF THE CANYONS

2017-2020 AFT AGREEMENT

This Agreement made and entered into on June 27, 2018, by and between the Santa Clarita Community College District ("District") and the Part-Time Faculty United, American Federation of Teachers, Local 6262 ("AFT") is as printed.

RATIFIED

PART TIME FACULTY UNITED
AMERICAN FEDERATION OF
TEACHERS, LOCAL 626

SANTA CLARITA COMMUNITY
COLLEGE DISTRICT

X

Dan M. Portillo
Authorized Representative

July 8, 2018

Date

X

Dr. Diane Fiero
Authorized Representative

July 9, 2018

Date

EXHIBIT B

1 Najeeb N. Khoury
2 P.O. Box 67
3 Montrose, CA 91021
4 213-304-5286
5 nkhouryadr@gmail.com

6 IN THE FACTFINDING PROCEEDINGS
7
8 PURSUANT TO THE EDUCATIONAL EMPLOYMENT RELATIONS ACT

9 PART-TIME FACULTY UNITED,
10 AMERICAN FEDERATION OF TEACHERS
11 LOCAL 6262,

12 Union,

13 &

14 SANTA CLARITA COMMUNITY
15 COLLEGE DISTRICT,

16 Employer

Case No.: LA-IM-4053-E

FACTFINDING REPORT AND
RECOMMENDATIONS FOR
SETTLEMENT

16 Chairperson: Najeeb N. Khoury
17 Employer Panel Member: Eileen O-Hare Anderson, Liebert Cassidy Whitmore
18 Union Panel Member: Warren Heaton, AFT Local 6262
19 Advocate for the Union: Aaron Silverman, AFT Local 6262
20 Advocates for the Employer: Management Bargaining Team
21 Hearing Dates: August 26 & 28, 2020

BACKGROUND

Part-time Faculty United, American Federation of Teachers Local 6262 (AFT or Union) represents non-tenured, adjunct faculty at the Santa Clarita Community College District (SCCCD or District). SCCCDD is a single college district in Santa Clarita Valley, California, which is located in northwestern Los Angeles County. SCCCDD runs the College of Canyons, which has campuses in Santa Clarita and Valencia, California. The number of AFT-represented faculty members varies per semester but was approximately 600 in 2018-2019. The parties agreed to a 3.48% wage increase for 2017-2018 as part of their 2017-2020 collective bargaining agreement; the parties further agreed to economic reopeners for 2018-2019 and 2019-2020. Since February 2019, the parties have been bargaining the 2018-2019 economic reopener.

On December 6, 2019, AFT filed a Request for Impasse Determination and Appointment of a Mediator with the Public Employment Relations Board (PERB). After mediation failed to produce an agreement, PERB appointed me to chair a factfinding panel. The factfinding hearings occurred on August 26 and 28, 2020 via Zoom. Both parties presented through their designated advocates and provided additional testimony and documents. The only issue before the factfinding panel is the economic reopener for 2018-2019.

ANALYTICAL FRAMEWORK

Unlike interest arbitration, where a third-party neutral sets the terms of a new contract, a third-party neutral in an Educational Employment Relations Act (EERA) factfinding simply provides recommendations. In essence, this makes factfinding an extension of bargaining. Ultimately, the parties must persuade one another of their positions, and the neutral factfinder simply provides an outside perspective to help the parties along.

1 As set forth in California Code Section 3548.2, EERA requires factfinders to consider the
2 following criteria:

- 3 1. State and federal laws that are applicable to the Employer.
- 4 2. Stipulation of the parties.
- 5 3. The interest and welfare of the public and the financial ability of the public schools.
- 6 4. Comparison of the wages, hours, and conditions of employment of the employees
7 involved in the factfinding proceeding with the wages, hours, and conditions of
8 employment of other employees performing similar services and with other
9 employees generally in public school employment in comparable communities.
- 10 5. The Consumer Price Index for goods and services, commonly known as the cost of
11 living.
- 12 6. The overall compensation presently received by the employees, including direct wage
13 compensation, vacations, holidays, and other excused time, insurance and pensions,
14 medical and hospitalization benefits, the continuity and stability of employment, and
15 all other benefits received.
- 16 7. Such other factors, not confined to those specified in paragraphs 1 through 6,
17 inclusive, which are normally and traditionally taken into consideration in making
18 such findings and recommendations.

22 FINAL PROPOSALS OF THE PARTIES

23
24 SCCCDD proposes that AFT-represented employees receive a 3.71% increase for the
25 2018-2019 year. This is consistent with what other bargaining units received for that year. AFT
26 proposes that its represented employees receive up to an 8% increase. AFT notes that the cost of
27 its proposal is only 6.9%, as the proposal includes a restructuring of the salary steps and not all

1 represented employees would receive the full 8% increase immediately. AFT also proposes that
2 its represented employees receive their non-instructional rate of pay (which is 65% of their
3 regular hourly rate) for office hours rather than the flat \$40 per hour rate they currently receive,
4 and that adjunct faculty receive the non-instructional rate of pay for serving in the academic
5 senate.
6

7 a) SCCCC POSITION

8 SCCCC is facing unprecedented budget uncertainty. Before 2018-2019, community
9 college districts received state funding based on the number of full-time equivalent students
10 taking classes. The state's funding formula changed in 2018-2019 with the passage of the
11 "Student Centered Funding Formula" (SCFF). Under SCFF, funding is based on additional
12 metrics, including the number of students who receive financial aid and the number of students
13 who receive degrees or certificates. SCCCC's approximate annual budget is \$100 million. In
14 2018-2019, SCCCC received \$2,258,493 less in state revenue than it would have received had
15 the old funding formula remained in place. It is unclear how the changed funding formula will
16 impact SCCCC in the long term. SCCCC also notes that the COVID-19 pandemic has wreaked
17 havoc on the state budget and on the District's enrollment projections. As a result of these
18 uncertainties, SCCCC is projecting negative ending fund balances in 2022-2023 and 2023-2024.
19
20

21 SCCCC budgets conservatively and it argues that this has helped it survive prior
22 economic crises, allowing it to avoid pay cuts, furloughs, layoffs and other undesirable
23 outcomes. SCCCC has maintained ending reserve balances in the 10 to 11% range. While being
24 sensible in its budgeting, SCCCC asserts that it is not an outlier. Of the twenty-five community
25 college districts within a 90-mile radius, twenty-one had ending fund balances over 15% in
26 2018-2019, and only three had lower ending fund balances than SCCCC.
27
28

1 SCCCD further notes that 89.4% of its total expenditures are on salary and benefits and
2 that this figure is projected to be 91.5% for 2020-2021. The District believes committing this
3 amount of its budget to salaries and benefits is unsustainable. The District also spends 54.85%
4 of its budget on classroom instruction salaries, which surpasses the state requirement of spending
5 50% on classroom instruction salaries. SCCCDD emphasizes that from 1990-1991 to 2018-2019
6 (if one includes the 3.71% offer for 2018-2019), SCCCDD has offered cumulative salary increases
7 of 126.05% to AFT represented employees, which breaks down to an estimated 4.35% annual
8 increase. It further notes that from 2013-2014 to 2018-2019 (if one includes the 3.71% offer for
9 2018-2019), AFT represented employees will have had a cumulative 20.01% increase in total
10 compensation.
11

12 The District acknowledges AFT's concern that longer serving adjunct faculty have fewer
13 steps than other classifications and that adjunct faculty reach the highest third step after just five
14 years of service. The District is willing to work with AFT to address these concerns by
15 restructuring its 3.71% proposal but is not willing to commit additional ongoing dollars beyond
16 the 3.71% amount.
17

18 SCCCD notes that the CPI for urban wage earners and clerical workers as of December
19 2018 in Western U.S. cities with a population of under 2.5 million was 2.9%, meaning its 3.71%
20 proposal outpaces inflation. It also notes that a 1% salary increase for the bargaining unit is
21 approximately \$143,585, and that the cost of agreeing to AFT's office hours proposal (assuming
22 it also agreed to AFT's salary proposal) would be \$149,553. The cost of the office hour proposal
23 would be lower if AFT agreed to SCCCDD's proposal.
24

25
26 b) AFT's Position

27 AFT argues that adjunct faculty are underpaid when compared to adjunct faculty at other
28
FACTFINDING REPORT AND RECOMMENDATIONS FOR SETTLEMENT - 5

1 districts and when compared to other faculty and administration at SCCCD. AFT also argues
2 that SCCCD has the financial ability to meet AFT's demand and that the manner in which the
3 District budgets masks its true ability to pay. AFT emphasizes that the longer adjunct professors
4 teach at the District, the farther they fall behind their peers. One main reason for this is that
5 adjunct professors have only three salary steps (and four ranges depending on their degree and
6 whether they receive additional training). AFT argues that it is vitally important to restructure the
7 salary tables for adjuncts.
8

9 AFT believes that SCCCD historically over-budgets expenses and under-projects
10 revenues.¹ AFT notes that SCCCD has had a rising number of Full-Time Equivalent Students
11 and that has meant more revenue. At the same time, SCCCD has become more reliant on adjunct
12 faculty, who are less costly than full time faculty. AFT alleges that instead of dedicating its
13 increasing resources to the classroom, AFT has used its additional revenues for other purposes,
14 including administrator pay and capital projects. AFT notes that SCCCD's ending fund balances
15 for the years before 2018-2019 would have been in excess of the recorded amounts had the
16 District not rolled over funds to prefund liabilities in future years. AFT posits that SCCCD could
17 have (and should have) used those funds to improve adjunct compensation.²
18

19 AFT also points out that SCCCD adjunct faculty are underpaid when compared to other
20 districts. AFT contrasts this with administrator pay at SCCCD. AFT notes that the vast majority
21
22
23
24
25

26 ¹ The District responded that AFT's budget analysis was misleading to the extent AFT was looking at combined
27 Fund 10 money and Fund 11 money. The District notes that Fund 11 money is general fund money but that Fund 10
28 money is restricted money that must be used for specified purposes.

² The District responds that prefunding its liabilities is what has allowed it to maintain 10% to 11% ending fund
balances. Moreover, the District notes that these roll-over funds are one-time funds that it believes should not be
used to fund ongoing salary increases.

1 of SCCCCD administrators do better than the average when compared to the 49 single college
2 districts in the state, with nearly half the positions being in the top ten. SCCCCD administrators
3 also do well when compared to the twenty-five districts that are in its geographic proximity.
4 AFT also notes that while a one percent raise for its unit is \$143,585, the top ten administrators
5 made a combined \$2.9 million in 2019, which was up from \$2.47 million in 2016 and represents
6 an over 16% increase in that time period.³

8 AFT asserts that full time faculty members are also paid competitively. In looking at a
9 group of fourteen regional districts, AFT shows that the highest paid SCCCCD full-time faculty
10 member with a master's degree ranks 8th out of 14 and that the highest paid full-time faculty
11 member with a doctorate degree ranks 1st out of 14.

13 SCCCCD adjunct professor pay, however, does not compare favorably with the pay at
14 other districts in this same comparison group. The highest paid SCCCCD adjunct faculty
15 professor with a master's degree ranks 13th out of 14 and the highest paid adjunct faculty
16 professor with a doctorate degree ranks 12th out of 14 in the same regional comparison group.
17 AFT notes that in this comparison group, SCCCCD has the 7th highest head count and 8th highest
18 number of Full-Time Equivalent Students, meaning SCCCCD should have the resources to pay its
19 adjunct faculty competitively. Things do not improve if one looks at a larger regional
20 comparison with the highest paid adjunct faculty professor with a doctorate degree ranking 20th
21 out of 25. AFT further notes that there are fewer steps and columns for adjunct faculty at
22
23

24
25
26
27
28 ³ The District points out that most of its administrators are long-term employees who are at or near the top of their salary ranges.

1 SCCCCD than at most other regional community college districts, and so adjunct faculty fall
2 farther behind their peers with time, as they reach the highest step in just five years.

3 AFT also argues that the CPI for the Los Angeles area should be used. It notes that Santa
4 Clarita Valley is in the greater Los Angeles area and points out that many part-time faculty
5 members live in other parts of the greater Los Angeles area, commuting to teach. The CPI for
6 Los Angeles for the 12 months ending June 2019 was 3.3%.

8 AFT points out that the adjunct faculty does not present a fixed cost. An adjunct faculty
9 member is not guaranteed hours, and if a class does not register enough students, it will be
10 canceled, and the adjunct faculty member will not be paid. AFT believes this should alleviate
11 the District's budgetary concerns, especially since the use of adjunct faculty is profitable to the
12 District. AFT points out that the District valued its proposal at 6.9%, which AFT views as a
13 modest proposal constituting only a 3.19% increase above the state's cost of living adjustment
14 for 2018-2019.

16 RECOMMENDATION

17
18 Given that the parties agreed to a 3.48% economic proposal in 2017-2018 and that there
19 is an economic reopener for 2019-2020, I find the District's 3.71% proposal for 2018-2019
20 reasonable. This represents a 7.19% increase over the first two years of a three-year contract. I
21 note this roughly matches or outpaces CPI, even if one takes the CPI for the Los Angeles area.
22 The Los Angeles area CPI for the twelve months ending June 2018 was 4.0 and the CPI for the
23 twelve months ending June 2019 was 3.3. If one looks at the twelve months ending December
24 2018, the Los Angeles CPI was 3.2; with the CPI for the twelve months ending December 2018
25 being 3.0. I am also swayed by the fact that the other bargaining units settled for 3.71%. The
26
27
28

1 District is also not unreasonable in wanting to take a cautious approach in the current economic
2 environment.

3 At the same time, AFT successfully showed that its represented employees are lagging
4 behind when it comes to wages in comparison with other adjunct faculty and in comparison to
5 other employees at SCCCD, and while a 3.71% raise for 2018-2019 will help this situation, it
6 will not fully remedy it.

7
8 I, therefore, believe a modest economic enhancement to the SCCCD's 3.71% proposal is
9 appropriate. I will provide two recommendations. These recommendations are alternatives to
10 each other, and I am not recommending that both be adopted.

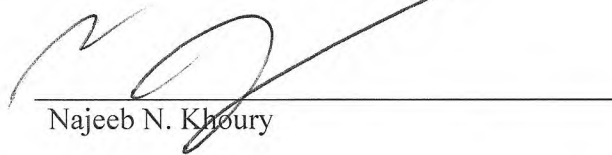
11
12 The first recommendation is that the District accept AFT's proposal to pay adjunct
13 faculty members their non-instructional rate for office hours. The cost of this proposal is roughly
14 1% and would help equalize SCCCD adjunct faculty with their peers in other districts.

15
16 However, if SCCCD is reluctant to accept this recommendation because it represents an
17 ongoing cost, I propose an alternative recommendation of providing AFT members the
18 equivalent of 2% one-time money. This would be a one-time expenditure of \$287,170. While
19 this is not an insignificant sum of money, it is a one-time expenditure that an entity with a \$100
20 million budget should be able to absorb without much disruption. If the District decides to
21 accept this alternative recommendation, I further recommend that the District discuss with AFT
22 various ways to spend these one-time funds, as the funds could be distributed in ways to reward
23 longer term service.

24
25 Finally, I recommend that the parties establish a working group to further explore the
26 possible restructuring of the steps and ranges for adjunct faculty members. Such a working
27 group will hopefully help the parties in future negotiations.

1 I sincerely hope that these recommendations assist the parties in reaching a negotiated
2 settlement.

3 Date: September 18, 2020

4 
5 Najeeb N. Khoury

1 Warren Heaton
AFT Local 6262
2 24355 Creekside Road #800811
Santa Clarita, CA 91355
3 warren@heatonlaw.org

4 IN THE FACTFINDING PROCEEDINGS

5 PURSUANT TO THE EDUCATIONAL EMPLOYMENT RELATIONS ACT

6
7 PART-TIME FACULTY UNITED, AMERICAN
FEDERATION OF TEACHERS LOCAL 6262,

8 Union,

9 vs.

10 SANTA CLARITA COMMUNITY COLLEGE
11 DISTRICT,

12 Employer

Case No.: LA-IM-4053-E

UNION PANEL MEMBER WARREN HEATON'S
CONCURRENCE AND DISSENT TO THE
FACTFINDING REPORT AND
RECOMMENDATIONS FOR SETTLEMENT OF
CHAIRPERSON NAJEEB N. KHOURY

13 I am in agreement with the description of the parties' respective positions set forth in the
14 Factfinding Report ("Report") of Chairperson Najeeb N. Khoury ("Chairperson"), and concur in that part of the
15 Report. Additionally, for the reasons set forth below, I concur in part and dissent in part to the Chairperson's
16 recommendations for settlement.

17 **CONCUR IN PART AND DISSENT IN PART TO RECOMMENDATIONS**

18 The Chairperson accurately acknowledges that the adjunct faculty at the Santa Clarita Community
19 College District ("SCCCD") are lagging far behind in terms of wages in comparison with other adjunct faculty
20 throughout the state and in comparison with other employees at SCCC. The Chairperson further recognizes that a
21 salary increase of 3.71% (i.e. 1% over COLA) will not remedy this vast disparity. I concur with this conclusion.

22 The Chairperson provided two alternative recommendations as modest economic enhancements to
23 SCCC's previous proposal. The Chairperson's first recommendation is that SCCC pay adjunct faculty members
24 their non-instructional rate for office hours. This would be an ongoing wage increase of approximately 1%. The
25 Chairperson's alternative recommendation is to provide adjunct faculty with a one-time payout of 2%. This would
26 be a one-time expenditure of \$287,170. The Chairperson further recommends that a working group be established to
27 explore restructuring the adjunct faculty pay scale. Unfortunately, these proposed recommendations are inadequate
28 to remedy the long history of underpaying adjunct faculty at SCCC.

1 The Chairperson's recommendations rely on SCCC's dire economic predictions and
2 conservative approach to budgeting, and are influenced by the fact that other more highly paid bargaining units at
3 SCCC settled for a 3.71% salary increase¹. However, SCCC has a long history of producing budgets that
4 underestimate revenue and overestimate expenses. When reconciling the actual numbers to the budgeted projections,
5 SCCC prefunds future obligations, thus artificially decreasing its ending reserve balance to the 10 to 11% range
6 (the State recommends only a 5% ending reserve balance). Additionally, the top ten SCCC administrators received
7 a combined salary increase of \$414,714 in 2019, which represents an over 16% increase from 2018. Moreover, in
8 November 2019, SCCC approved a 4 year contract extension for the Chancellor worth nearly \$2 million dollars.
9 These are not the actions of a school district facing a dire financial future.

10 The Union has requested a 3.19% increase over SCCC's offer of 3.71%, for a total overall
11 proposed increase of 6.9%. Additionally, the Union's proposal restructures the adjunct faculty pay scale to include
12 additional steps and columns. The additional cost of this proposal above the Districts last offer is \$457,858, which is
13 less than .5% of SCCC's total revenue. Given that adjunct faculty at SCCC are paid far less than their peers
14 across the region, and considering that SCCC's administration and full-time faculty are amongst the highest paid
15 in the region, and given SCCC's historically large reserve balance, the Union's final offer is reasonable.

16 CONCLUSION

17 For all the foregoing reasons, I respectfully dissent in part to the Chairperson's recommendations.
18 The Union's final salary proposal remains the most appropriate remedy in this matter.

19
20
21 Dated: September 18, 2020

22
23 
24 Warren Heaton

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27
28 ¹ Given the fact that the other bargaining units at SCCC are already amongst the highest paid in the state, it is unsurprising that they would accept a 3.71% annual wage increase.

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6 Attorneys for Employer SANTA CLARITA COMMUNITY
COLLEGE DISTRICT
7

8 IN THE FACTFINDING PROCEEDINGS

9 UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT

10 PART-TIME FACULTY UNITED,
11 AMERICAN FEDERATION OF
TEACHER LOCAL 626,

12 Union,

13 v.

14 SANTA CLARITA COMMUNITY
15 COLLEGE DISTRICT,

16 Employer.

OAH Case No.: LA-IM-4053-E

**DISTRICT'S REPRESENTATIVE TO FACT-
FINDING PANEL CONCURRING AND
DISSENTING OPINION TO THE
FACTFINDINGS REPORT AND
RECOMMENDATIONS FOR SETTLEMENT**

Hearing Held: August 26 and 28, 2020

17 As the representative of the Santa Clarita Community College District to the Fact-finding
18 Panel, I concur with some portions of the Fact-finding's Report and Recommendations for
19 Settlement (the Report). There are one or two significant points, however, with which I disagree.
20 For that reason, I am providing this concurring and dissenting opinion.

21 **I. COMPENSATION**

22 I agree with the finding regarding the proposed 3.71% pay increase to the salary schedule.
23 That is consistent with the District's last, best, and offer.

24 The Recommendation, however, goes farther and offers two options to enhance the
25 District's last, best, and final offer.

26 **Option 1:** The first option is that the District accept AFT's proposal to pay adjunct
27 faculty members their non-instructional rate (defined as 65% of the instructional rate) for office
28 hours. The Panel Chair sets the cost of this option as roughly 1% or \$143,585. This figure does

1 not capture the true cost of this option. First, this option creates an ongoing obligation that will
2 compound year after year. Second, this does not accurately capture the monetary cost of this
3 option.

4 This option creates an additional, ongoing cost of about \$100,000 per year. Because this
5 would compound for each year since 2018-19, this would create a payment of about \$300,000
6 (2.1% Total Compensation) in the 2020-21 fiscal year, representing payment for the current year
7 and two years of retroactive implementation and \$100,000 (0.7% Total Compensation) ongoing
8 each year after that.

9 The cost of this option is more significant than the financial position the District will
10 support at this time. Moreover, the District is facing significant budgetary uncertainty from the
11 new Student Centered Funding Formula and the COVID-19 pandemic. For both of these reasons,
12 this option is not fiscally prudent or consistent with the long-term financial stability of the
13 District. I dissent from the findings of fact and recommendation regarding a one-time, off-
14 schedule payment to unit members as to the implementation of AFT's proposal regarding office
15 hours.

16 **Option 2:** The second option is for the District to provide the equivalent of 2% one-time
17 money. This reflects a one-time cost of \$287,170. As the recommendation acknowledges, this is
18 a significant amount of money. The District is not inclined to provide any more to AFT than it
19 provided to other units in 2018-2019, especially as the District still has to negotiate compensation
20 for 2019-2020.

21 Further the cost of this option represents 2.5% of the District's unallocated, unencumbered
22 ending fund balance for 2018-2019. This is not fiscally prudent or consistent with the long-term
23 financial stability of the District. Accordingly, I dissent from the findings of fact and
24 recommendation regarding a one-time, off-schedule payment to unit members.

25 **II. CONCLUSION**

26 Neither one of the options presented are fiscally prudent or consistent with the financial
27 stability of the District.

28 ///

1 The District largely concurs with the findings, which recognize that the District is facing
2 an on-going and serious fiscal crisis requiring that the District contain its costs. The District
3 appreciates the Panel's consideration of the above factors.

4
5 Dated: September 18, 2020

Respectfully submitted,

LIEBERT CASSIDY WHITMORE

7
8 By: Eileen O'Hare-Anderson
9 Eileen O'Hare-Anderson
10 Attorneys for Employer SANTA
11 CLARITA COMMUNITY COLLEGE
12 DISTRICT
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of Fresno, State of California. I am over the age of 18 and not a party to the within action; my business address is: **5250 North Palm Ave, Suite 310, Fresno, California 93704.**

On **September 18, 2020**, I served the foregoing document(s) described as **DISTRICT'S REPRESENTATIVE TO FACT-FINDING PANEL CONCURRING AND DISSENTING OPINION TO THE FACTFINDINGS REPORT AND RECOMMENDATIONS FOR SETTLEMENT** in the manner checked below on all interested parties in this action addressed as follows:

Warren Heaton
Email: warren@heatonlaw.org

Najeeb Khoury
Email: nkhouryadr@gmail.com

- ☐ **(BY U.S. MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Fresno, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☒ **(BY ELECTRONIC SERVICE)** By electronically mailing a true and correct copy through Liebert Cassidy Whitmore's electronic mail system from cdewey@lcwlegal.com to the email address(es) set forth above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☐ **(BY PERSONAL DELIVERY)** I delivered the above document(s) by hand to the addressee listed above.

Executed on **September 18, 2020**, at Fresno, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Constance G. Dewey

EXHIBIT C

Santa Clarita Community College District
American Federation of Teachers (AFT) Local 6262
Tentative Agreement
October 8, 2020

This is a tentative agreement between the Santa Clarita Community College District and the American Federation of Teachers (AFT) Local 6262.

The following changes are agreed upon to modify the collective bargaining agreement between Santa Clarita Community College District and American Federation of Teachers (AFT) Local 6262 regarding language in Article 10: Total Compensation for the 2018-19 and 2019-20 contract years. This agreement will complete negotiations for the 2018-19 and 2019-20 contract years.

ARTICLE 10: TOTAL COMPENSATION

The Santa Clarita Community College District employs a Total Compensation Model with regard to employee salary and benefits.

- A. Unit members shall be paid for teaching assignments on a per course basis using the contact hours associated with the assignment.
- B. Adjunct faculty salaries for teaching credit courses, and enhanced noncredit courses, and providing counseling and librarian services are implemented in accordance with the Adjunct Salary Schedule and all the terms included on the schedule. (*Appendix A, Adjunct Salary Schedule Section A*).
 - 1. For 2018-2019 adjustments to the Adjunct Salary Schedules 7, 8, and 9 will be 3.71% effective July 1, 2018.
 - 2. For 2019-2020 adjustments to the Adjunct Salary Schedules 7, 8, and 9 will be 2.00% effective July 1, 2019.
 - 3. Effective July 1, 2020 new salary schedules 10, 11, and 12 will be implemented.
 - 4. All adjunct faculty are initially placed on Step 1 of the applicable Adjunct Salary Schedule based on their educational achievement in accordance with Appendix A. Advancement to Step 2, and any step thereafter, of the Adjunct Salary Schedule requires that a unit member completes 2 semesters of service (excluding summer and intersessions). Each step increase is 1%. Salary scales are rounded to the nearest cent per standard rounding methods. Advancement will apply to the next fall or spring semester of employment. Service credit on the credit adjunct scale does not affect placement on the non-credit, non-enhanced salary schedule. Service credit is earned independently on each salary schedule.
 - 5. For column advancement, unit members must provide official transcripts to Human Resources. Once verified, the advancement will apply to the next fall or spring semester

of employment.

6. An adjunct faculty rate of pay for teaching credit courses, and enhanced noncredit courses, and providing counseling and librarian services is implemented in accordance with the Adjunct Salary Schedule (*Appendix 10, Adjunct Salary Schedule – Section A, and Table A.*).
 7. A noncredit adjunct faculty rate of pay for teaching non-enhanced, non-credit courses is implemented in accordance with the Adjunct Salary Schedule (*Appendix 11, Adjunct Salary Schedule – Section B, and Table B*). The hourly rate of pay applies to noncredit faculty as defined in Article 21: Noncredit Faculty.
 8. A noncredit TLC (The Learning Center) adjunct faculty rate of pay is implemented in accordance with the Adjunct Salary Schedule (*Appendix 12 – Adjunct Salary Schedule Section C, and Table C*).
- C. A non-instructional rate of pay of 65% of a unit member's current rate of pay shall apply towards District requested and administrator approved non-instructional activities. Approved non-instructional activities include but are not limited to: curriculum development, required attendance at conferences/workshops/training sessions as a participant or presenter, proctoring and grading assessments beyond what is required for assigned classes, and requested service on specific committees.
- D. Additionally, elected adjunct senators serving on the Academic Senate will receive the non-instructional rate of pay for attending Academic Senate meetings.
- E. Scheduled office hours will be compensated at \$40 per scheduled office hour. Payment of scheduled office hours for full semester-length fall and spring classes will be made in 5 equal payments during the fall and spring semesters after the Dean has verified that office hours have been performed and posted appropriately. Office hours associated with compressed courses will be paid during their normally scheduled pay periods. Unit members will not be compensated for unscheduled office hours. However, if the District receives State reimbursement for office hours in excess of the amount paid for scheduled office hours, the District will distribute the surplus to compensate unit members for unscheduled office hours.
- F. The District will use On Base to preauthorize and make payments for Supplementary Services for Adjunct members.
- G. It is the responsibility of the Unit Members to notify the Office of Human Resources as soon as they discover any error in placement on the salary schedule. Errors discovered either by the Unit Member or by the District will, in every case, be recovered to the extent allowed by law either by the District or by the Unit Member.
- H. Health Benefits: AFT and the District will continue to work together to find a health benefit plan that would provide part-time faculty access at no cost to the District. If and when a plan is in place, the District will reimburse adjunct faculty members for that

percentage that the District is actually reimbursed by the State of California.

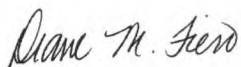
I. Pay Parity:

1. Definition: When professional development, participation on college committees, office hours, developing and reviewing curriculum, attendance at meetings, peer evaluation, participation in the hiring process, and other activities are excluded, parity is defined as 75%.
2. Computation of Parity Pay: Parity pay is based on a comparison of the adjunct salary schedule to the full-time academic salary schedule. Parity shall then be determined by adjusting the salary at the corresponding column and step to equate to 75%. The hourly compensation level for each hour shall then be determined by dividing the adjusted salary by 525 (15 hours of instruction per week x 35 weeks).

The District and AFT agree that parity is important to maintain high quality instructors, thus ensuring student success. The District agrees that when it receives State funds designated for the achievement of parity, the District will contact AFT within 7 calendar days and will work with AFT to ensure that the funds are equitably distributed to the adjunct instructors.

- J. Human Resources will add a hyperlink to the District's Human Resources website where unit members can find information about loan forgiveness programs.
- K. Step increases will occur once per year and will become effective once the District has received notification of the final amount of the annual COLA increase. If the annual COLA increase for a given year is not sufficient to cover the total amount of the annual step increases for that year, then the step advancements will not occur for that year.
- L. If upon initial placement on the new salary scale a member would receive less than their current rate of pay, that member will be placed on a step that will ensure at least a 1% pay increase.

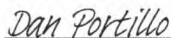
The above is agreed to by both the District and AFT.



For Santa Clarita Community College District

Oct 8, 2020

Date



Dan Portillo (Oct 8, 2020 20:09 PDT)

For American Federation of Teachers (AFT) Local 6262

Oct 8, 2020

Date

APPENDIX A: COLUMN PLACEMENT GUIDELINES
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

Effective July 1, 2020

Section A. (See Table A for hourly rates) - Initial Column Placement for Credit Adjunct Faculty and Enhanced Noncredit Faculty

Disciplines Requiring the Master's Degree

Column A	1. Master's Degree 2. California Community College Credential 3. Equivalency
Column B	Column A and the completion of a District approved Skilled Teacher Program (STP).
Column C	Doctorate (Ph.D., J.D., Ed.D., etc.)
Column D	Doctorate and the completion of a District approved STP

Disciplines in Which a Master's Degree is Not Generally Expected or Available

Column A	1. Associate of Arts Degree and six years' experience in that discipline with any certificate or license required to do that work. 2. Bachelor's Degree and two years' experience in that discipline with any certificate or license required to do that work. 3. California Community College Credential 4. Equivalency
Column B	Column A and the completion of a District approved Skilled Teacher Program (STP).
Column C	Doctorate (Ph.D., J.D., Ed.D., etc.)
Column D	Doctorate and the completion of a District approved STP

Section B. (See Table B for hourly rates) - Initial Column Placement for Noncredit Adjunct Faculty

Column A	Noncredit Adjunct with a Bachelor's Degree
Column B	Noncredit Adjunct with a Bachelor's Degree and the completion of a District approved Skilled Teacher Program (STP).
Column C	Noncredit Adjunct with a Master's Degree
Column D	Noncredit Adjunct with a Master's Degree and the completion of a District approved STP.

Section C. (See Table C for hourly rates) -Initial Column Placement for Noncredit TLC Adjunct Faculty

Column A	Noncredit TLC Adjunct with a Bachelor's Degree
Column B	Noncredit TLC Adjunct with a Bachelor's Degree and the completion of a District approved Skilled Teacher Program (STP).
Column C	Noncredit TLC Adjunct with a Master's Degree
Column D	Noncredit TLC Adjunct with a Master's Degree and the completion of a District approved STP.

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles,
State of California. I am over the age of 18 years. The name and address of my
Residence or business is 3699 Wilshire Boulevard, Suite 1200, Los Angeles, California 90010

On 02/04/2021, I served the Unfair Practice Charge and supporting documents
(Date) (Description of document(s))

_____ in Case No. _____
(Description of document(s) continued) (PERB Case No.)

on the parties listed below by (check the applicable method(s)):

☒ placing a true copy thereof enclosed in a sealed envelope for collection and delivery by
the United States Postal Service or private delivery service following ordinary business
practices with postage or other costs prepaid;

personal delivery;

facsimile transmission in accordance with the requirements of PERB Regulations 32090
and 32135(d).

☒ electronic service (e-mail) - I served a copy of the above-listed document(s) by
transmitting via electronic mail (e-mail) to the electronic service address(es) listed below
on the date indicated. (May be used only if the party being served has filed and served a
notice consenting to electronic service or has electronically filed a document with the Board. See
PERB Regulation 32140(b).)

(Include here the name, address, e-mail address and/or fax number of the Respondent and/or any other parties served.)

Diane Fiero
Vice President of Human Resources
Santa Clarita Community College District
College of the Canyons
26455 Rockwell Canyon Rd.
Santa Clarita, CA 91355
diane.fiero@canyons.edu

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and that this declaration was executed on 02/04/2021, at
(Date)

Los Angeles California
(City) (State)

Darcy G. Laparra



(Type or print name)

(Signature)