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March 3, 2023

Via Email and U.S. Mail

Dr. Edel Alonso, President
Sebastian C.M. Cazares, Vice President
Joan W. MacGregor, Clerk
Charles L. Lyon, Member
Board of Trustees
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355

Re: Notice of PERB Unfair Practice Charge
AFT Local 6262 and Santa Clarita Community College District

Dear Board Members:

This office represents AFT Local 6262 ("Union"), which represents temporary academic employees, also known as adjunct faculty. Last year, collectively as a Board of Trustees you voted to impose terms and conditions of employment on the most vulnerable and poorly-compensated faculty who serve your students. For whatever reason, you have decided to use your vote as a cudgel against adjunct faculty, during your respective terms of office.

Your vote of course was well within the auspices of your authority, just as it is the right of District voters to select leaders other than you to represent them in the next election cycle.

Whatever our differences, however, it is fair for the Union to expect a minimum degree of competence and good faith in the administration of the terms which you voted to impose. Sadly that has not been the experience of the adjunct faculty at College of the Canyons.

At present, and as more fully described in the Union's unfair practice charge attached here, the administration you supervise has determined that it will not follow the assignment and scheduling of adjunct faculty for Fall 2023, instead following the collective bargaining agreement which expired in 2020.

There is little doubt that this conduct both is an unfair practice and calls into question the impasse which provided a legal basis for the College of the Canyons to impose employment terms on the Union in November of 2022. In other words, the Union's position is that the terms imposed on the Union – and your vote – were not consistent with state law regarding public sector bargaining obligations, because the College's recent conduct suggests both changed circumstances and that the College never intended to comply with the terms it imposed.

The Union has attempted repeatedly to avoid additional litigation, which certainly serves no student, but its requests have fallen on (highly-compensated but) deaf ears within your administration. Thus this letter to you, advising you of litigation which has been filed by the Union against the College of the Canyons. In lieu of litigation, the Union respectfully requests that you direct your executive and managerial staff to seek an amicable resolution of the Unfair Practice Charge attached here, consistent with the terms and conditions imposed on the adjunct faculty in November of last year. That is the minimum the Union deserves under the law.

This letter is not intended to be a complete description of the Union's rights and remedies against the College of the Canyons, all of which are expressly reserved.

Very truly yours,

GILBERT & SANKMAN
A Law Corporation

By:  _____
Joshua Adams

cc: Dr. Diane Fiero
Warren Heaton

Enclosure (UPC)



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE?

YES

☐

If so, Case No.

NO

☒

1. CHARGING PARTY:

EMPLOYEE

☐

EMPLOYEE ORGANIZATION

☒

EMPLOYER

☐

PUBLIC¹

☐

a. Full name: American Federation of Teachers Local 6262

b. Mailing address: 23638 Lyons AVE PMB 435, Newhall, CA 91321-2513

c. Telephone number: 424-500-1174

d. Name and title of person filing charge: Joshua Adams, Attorney

E-mail Address: jadams@gslaw.org

Telephone number: 323-938-3000

Fax No.: 323-937-9139

e. Bargaining unit(s) involved: Temporary academic (credit and non-credit) employees (i.e., adjunct faculty)

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

☐

EMPLOYER

☒

a. Full name: Santa Clarita Community College District (College of the Canyons)

b. Mailing address: 26455 Rockwell Canyon Road, Santa Clarita, CA 91355

c. Telephone number: 661-362-3424

d. Name and title of agent to contact: Diane Fiero

E-mail Address: diane.fiero@canyons.edu

Telephone number: 661-362-3424

Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

¹ An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☐ No ☒

6. STATEMENT OF CHARGE

- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
- ☒ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☐ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ A Covered Public Utilities Code Transit Employer (BART (Pub. Util. Code, § 28848 et seq.), Orange County Transportation Authority (Pub. Util. Code, § 40000 et seq.), and supervisory employees of the Los Angeles County Metropolitan Transportation Authority (Pub. Util. Code, § 99560 et seq.)).
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are:
Gov. Code secs. 3543.5(a), (b), (c)
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are *(a copy of the applicable local rule(s) MUST be attached to the charge)*:
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*

See attached Statement of Charges.

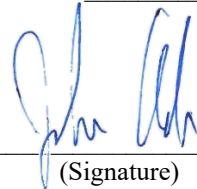
DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on March 3, 2023

at Los Angeles, CA
(City and State)

Joshua Adams

(Type or Print Name)


(Signature)

Title, if any: Attorney

Mailing address: Gilbert & Sackman, ALC; 3699 Wilshire Blvd., Suite 1200; Los Angeles 90010

Telephone Number: 323-938-3000

E-Mail Address: jadams@gslaw.org

STATEMENT OF CHARGES

AFT Local 6262 v. Santa Clarita Community College District

I. INTRODUCTION, PARTIES AND PERB'S JURISDICTION

1. On or about November 9, 2022, the Santa Clarita Community College District ("Employer" or "District"), which holds itself out as the College of the Canyons, imposed terms and conditions of employment on the bargaining unit of adjunct faculty represented by American Federation of Teachers, Local 6262 ("Union") (collectively, "Parties"), and who are employed by the District.

2. Despite imposing terms and conditions of employment on the Union's bargaining unit, at meetings between the District and the Union held on or about February 10, 22, and 28, 2023, the District advised the Union that it was unilaterally changing the terms and conditions of employment imposed on the Union, without providing the Union notice or an opportunity to bargain in good faith.

3. The Public Employment Relations Board ("PERB") has jurisdiction of this matter pursuant to the Educational Employment Relations Act, Cal. Gov. Code § 3540, *et seq.* The Union is an employee organization and the exclusive representative of a bargaining unit of part-time faculty which includes all temporary academic (credit and non-credit) employees ("Adjunct Faculty") of the District, which is a public school employer under EERA.

II. ALLEGATIONS

4. The Union and the Employer were signatories to a collective bargaining agreement ("CBA") with a term of July 1, 2017 through June 30, 2020, which expired at the end of its term and has not been replaced with a successor agreement (through to the present date).

5. On May 4, 2022, during bargaining for a successor agreement (bargaining which was not successful), the Parties agreed to and fully executed a Tentative Agreement (the "Tentative Agreement") regarding Adjunct Faculty course assignments. A true and correct copy of the Tentative Agreement is attached here as Exhibit "A."

6. The Tentative Agreement states that its "provisions" are to "become effective for scheduling Fall 2023." (TA ¶ 6.1.) In addition, the Tentative Agreement provides a detailed system for Adjunct Faculty to be assigned, to request, and to receive course assignments from the District. For example, the Tentative Agreement provides that the following will occur with respect to "scheduling Fall 2023" course assignments (among other violations):

- a. The District has refused to assign all courses, including on-line and hybrid courses, based on the "Date of Hire"; and instead the District is assigning courses using the "Date of Certification" for online and hybrid courses. (TA ¶¶ 6.3.2, 6.4.2.B.)

- b. The District has refused to implement the following criteria to define tiered pools by which assignments will be granted to Adjunct Faculty:
 - i. The District refuses to define Pool 1 as those Adjunct Faculty who have “taught or been given non-classroom assignments for at least eight (8) regular semesters or sessions,” where the Adjunct Faculty has an average of “3.0 or better in recent evaluations.” (TA ¶ 6.4.2.E.1.)
 - ii. The District refuses to define Pool 2 as those Adjunct Faculty who have “taught or been given non-classroom assignments for at least one (1) session,” where the Adjunct Faculty has an average of “3.0 or better in a recent evaluation in at least one (1) modality.” (TA ¶ 6.4.2.E.2.)
 - iii. The District refuses to define Pool 3 as those Adjunct Faculty who are “[n]ewly hired,” “[r]eceived less than an average of 3.0 in the most recent evaluation in one or more modalities,” or are “[r]eturning part-time faculty members after a voluntary break in service of more than six (6) consecutive semesters.” (TA ¶ 6.4.2.E.3.)
- c. For all Adjunct Faculty, the District refuses to “email AFT unit members a link to the list of available sections or other work assignments for the pool in which they are an active member, using the canyons.edu domain to the current part-time faculty members.” (TA ¶ 6.4.A.)
- d. The District refuses to permit Adjunct Faculty to “request ranked assignments that correspond[] to a class prefix as listed in the college catalogue, or indicate a preferred day and time range of availability for an assignment, by using the online system provided by the District, within eight (8) calendar days of the date the email was sent.” (TA ¶ 6.4.B.)
- e. The District refuses to generate a link to the assignment lists “[o]nce the assignments are made,” which must be “emailed to unit members” each “semester or session,” including the “Name of part-time faculty member,” “Part-time faculty member ranking (i.e. pool number and pool ranking),” “Scheduled assignment(s),” and “Where applicable, exceptions to pool rankings.” (TA ¶¶ 6.5, 6.5.3.1-6.5.3.4 (emphasis added).)

7. Although the Parties agreed to and signed the Tentative Agreement, the Parties (after mediation and fact-finding) were not successful in reaching a successor collective bargaining agreement. On November 9, 2022, the District Board of Trustees voted to impose the Tentative Agreement, along with other terms and conditions, on the Union’s bargaining unit. A true and correct copy of relevant excerpts of the terms imposed on the Union’s bargaining unit are attached here as Exhibit “B.”

8. On or about February 2, 2022, Union representative Aaron Silverman emailed the District and expressed the Union’s position that above terms must be implemented as of “Fall 2023,”

pursuant to the Parties' Tentative Agreement which was imposed on or about November 9, 2022. A true and correct copy of the Union's email is attached here as Exhibit "C."

9. In response to the Union's email, on or about February 10, 22, and 28, 2023, in meetings between District and Union representatives, the District notified the Union that: (a) it would not be implementing the Tentative Agreement (which was imposed on November 9, 2022) as to the assignment of courses to Adjunct Faculty, (b) that the District would not be implementing the terms of the Tentative Agreement described above, and (c) that the District refused to assign courses consistent with the Tentative Agreement in "scheduling Fall 2023." District representatives notified the Union that, instead of assigning courses in Fall 2023 under the (imposed) Tentative Agreement, the District hoped or intended to implement the Tentative Agreement for scheduling assignments for Spring 2024.

10. The District failed to provide notice or to bargain in good faith with the Union before providing notice of its unilateral decision to postpone implementation of the Tentative Agreement until scheduling assignments for Spring 2024.

11. As a result of the District's unilateral actions, taken without notice or providing the Union an opportunity to bargain in good faith, bargaining unit members will not receive course assignments to which they otherwise would be entitled for Fall 2023.

III. REQUESTED REMEDY

The Union therefore respectfully requests that PERB order the following remedies against the Employer:

1. The Employer shall return to the status quo ante in the form of implementing the imposed, Tentative Agreement for "scheduling Fall 2023";
2. The Employer shall make whole any bargaining unit employee who has not received a course they were entitled to receive, as a result of the District's unilateral change, in addition to providing interest at a rate of 7% on any lost wages;
3. The Employer shall be ordered to bargain in good faith with the Union with respect to the Tentative Agreement imposed on November 9, 2022;
4. The Employer shall cease and desist from further interfering with lawful union conduct; and
5. The Employer shall post notice of its unlawful conduct and PERB's remedies electronically on its website, by email to all affected bargaining unit members, and with paper copies posted at all bargaining unit worksites.

EXHIBIT A

ARTICLE 6: ASSIGNMENT AND SCHEDULING

- 6.1 Purpose: The purpose of this Article is to create stable pools of highly experienced part-time faculty members through assignment methods that are objective and consistent under Education Code. The provisions in this article become effective for scheduling Fall 2023.
- 6.2 When there is need for additional faculty service beyond that provided by regular, contract, and/or temporary District full-time faculty, the District will make assignments in accordance with this Article for part-time faculty members, including some applicable sections for non-credit part-time faculty (see article 21 for more details). The minimum qualifications, as defined by the California Community College Chancellor's Office and the district, must be met before any assignment can be granted. Unit members who have been or are currently being investigated for a legitimate violation of the District's written policies and procedures, that has been reviewed by Human Resources, may not receive an assignment.
- 6.3 Definitions
- 6.3.1 Assignment: Any course, lab, activity, or non-classroom assignment that generates load. If a lecture and lab are taught in tandem as one section, the department chair may determine whether to assign the section as one assignment or as separate assignments.
- 6.3.2 Date of Hire (DoH): The DoH is the date an individual is hired by the District as a part-time faculty member in the academic discipline (instructional or non-instructional) for which an assignment is offered. If an instructor works in multiple disciplines, the DoH in each discipline will be assigned respective to the particular discipline.
- 6.3.3 Retirees: Retired COCFA unit members who have now become AFT unit members. The DoH for AFT unit members already in this category as of July 2018 will be their original COCFA hire date. The DoH for COCFA unit members who retire after July 2018 will be the date they are rehired as a part-time faculty member.
- 6.3.4 Current part-time faculty members: Members with assignments within the past twelve (12) consecutive semesters or sessions. If a unit member is no longer interested in receiving assignments in their discipline, the unit member must inform the department that they no longer wish to receive assignments.
- 6.3.5 Session: Winter and Summer only
- 6.3.6 Semester: Fall and Spring only.
- 6.4 Assignment for part-time faculty: The district retains the right to make assignments for all part-time faculty members who meet the requirements for each applicable pool in order of ranking according to section 6.4.2.
- A. Instruction will email AFT unit members a link to the list of available sections or other work assignments for the pool in which they are an active member, using the **canyons.edu** domain to the current part-time faculty members, by the deadlines specified in 6.7.
- B. Part-time faculty members may request ranked assignments that corresponds to a class prefix as listed in the college catalogue, or indicate a preferred day and time range of availability for an assignment, by using the online system provided by the District, within eight (8) calendar days of the date the email was sent.
- C. Part-time faculty members will receive course sections or other work assignments after regular and contract faculty assignments have been made. In the event a regular or contract faculty member's regular assignment is cancelled or reduced, the regular or

contract faculty member may be assigned to a course section or work assignment previously assigned to a part-time faculty member, no later than fourteen (14) calendar days after the start of instruction.

- D. At the discretion of the district, overload assignments shall be given to regular and contract faculty before course sections or other work assignments are made available to part-time faculty members.
- E. Classes or hours for non-instructional assignments assigned to part-time members will not be reassigned to full-time instructors as overload assignments after the first day of class.
- F. If an assignment or hours for a non-instructional assignment previously given to a part-time faculty member was cancelled prior to the start of the term, and the district later adds one or more sections or hours in the unit member's discipline, the unit member shall be offered a replacement assignment or hours conditional to the criteria specified in section 6.2 before additional staffing assignments are made to other part-time faculty members. If the instructor declines the assignment or hours, the unstaffed assignment will be made in accordance with section 6.4.2.
- G. Whenever possible, the names of part-time faculty should be listed in the schedule of classes rather than described as "staff."

6.4.1. Adjunct Faculty Assignments (Credit and Noncredit):

District assignments for Fall and Spring semesters will be adjusted in accordance with the following:

- A. District assignments will start with the highest ranking based on the criteria outlined in section 6.4.2.
- B. When there is an increase in the number of class sections or non-instructional hours within a discipline, priority will be given first to qualified regular or contract faculty, followed by part-time faculty members with the highest ranking.
- C. The District reserves the right to reschedule an assignment to a different day, time or location. If the assigned part-time faculty member declines the rescheduled assignment, the District is not obligated to offer another assignment. When an assignment is rescheduled, and the assigned part-time faculty declines the rescheduled assignment, the District will provide first right of refusal to the part-time faculty member with the highest ranking, unless the rescheduled assignment is requested by a qualified regular or contract faculty member.
- D. Part-time faculty should be paid for the first week of an assignment or hours for a non-instructional assignment when a class or shift is cancelled less than two weeks before the beginning of a semester (fall and spring only). If a class meets more than once per week, part-time faculty should be paid for all classes that were scheduled for that week (see CA Ed. Code Sec. 87482.8). The appropriate instructional dean will make a good faith effort to notify the unit member of the entitled compensation. The unit member must submit a timesheet to the appropriate dean within two weeks of the time worked. If a class or hours for a non-instructional assignment is cancelled after the initial meeting, the employee will be paid for the time worked. Compensation will be given based on the information provided in a timesheet as turned in by the part-time faculty member, which has been reviewed and approved by the instructional dean. No part-time faculty member will be assigned a class or hours that has already been given to another part-time faculty member, except under extraordinary circumstances (i.e. inability to teach).

- E. The District reserves the right to initially leave some sections unstaffed due to uncertainty, as specified in section 6.6.
- F. If the District assigns adjunct faculty to the previously unstaffed sections, or hours for a non-instructional assignment, it must do so according to pool rankings as specified in section 6.4.2. If sections or hours are added late and/or after the teaching assignments have been made, assignment offers must adhere to the same pool rankings, except in situations outlined in 6.4.F.

6.4.2. Order of Assignment

- A. The priority to receive assignments in any given discipline (instructional and non-instructional) will be based on rankings within three (3) pools, beginning in Pool 1, from the highest to the lowest rank
- B. Ranking within each pool will be based on DoH. If two unit members have the same DoH, preference will be determined by the total number of semesters and sessions taught, or sessions worked for non-instructional staff. If a tie remains, the assignment will be made by lottery.
- C. Assignments will be given first to part-time unit members in Pool 1, then to part-time unit members in Pool 2, and lastly to part-time unit members in Pool 3.
- D. Eligibility to be offered courses or hours in multiple modalities (on-ground, online, an OnlineLIVE) is dependent on meeting the minimum qualifications to teach the course, having the required certification, and not having received an average evaluation score below 3.0 in an evaluation for the modality being assigned. In order to teach Online and Hybrid courses the instructor must be online certified. In order to teach Hyflex and OnlineLive courses the instructor must be OnlineLive certified.
- E. Structure of Pools
 - 1. Pool 1: These part-time faculty members must have taught or been given non-classroom assignments for at least eight (8) regular semesters or sessions (not required to be consecutive)
 - Received an average of 3.0 or better in a recent evaluation in at least one (1) modality.
 - 2. Pool 2: These part-time faculty members must have taught or been given a non-classroom assignment for at least one (1) session
 - Received an average of 3.0 or better in a recent evaluation in at least one (1) modality.
 - 3. Pool 3: These part-time faculty members meet at least one (1) criteria below:
 - Newly hired
 - Received less than an average of 3.0 in the most recent evaluation in one or more modalities.
 - Returning part-time faculty members after a voluntary break in service of more than six (6) consecutive semesters
- F. Retired COCFA members who return to teach part-time and have an average evaluation score of 3.5 or better on their last evaluation as a full-time faculty member will be placed in Pool 1. The DoH for a retired COCFA unit member, who retires after July 2018 will be assigned per Section 6.3.2. For retired COCFA unit members who retired prior to July 2018, see section 6.3.4.
- G. Management and Classified employees concurrently teaching part-time will be assigned a DoH per Section 6.3.2. and will be placed in the appropriate pool corresponding to their most recent evaluation, unless they are not paid for teaching the course.

- H. If less than three (3) sections of a course are offered per semester, or courses are delivered to incarcerated students, are part of a non-credit course continuation, are part of dual enrollment (classes taught exclusively to high school students on a high school campus) or are part of an ISA (i.e. public safety agency), a Department Chair may assign the course independent of the part-time faculty member's pool ranking (based on the specialization, expertise, or current appropriate training or certification in the discipline as evidenced by education, work history, or certification required to teach the course as per the course outline of record). The Department Chair will indicate why a person of lesser rank was assigned to a course (i.e. work history, education, certification, or other teaching requirement as documented in the course outline of record).
 - I. In order to receive an online, hybrid, OnlineLIVE or HyFlex course assignment, the instructor must be certified per district policy. Eligibility to be assigned any course requiring separate certification will be noted on the ranked lists within each Pool.
 - J. For co-listed (e.g., KPEA 150A, KPEA 150B, KPEA 150C) and cross-listed (e.g., ARCHT 110 and ID 110) classes, where multiple sections exist at the same time and place with the same instructor, this will constitute one section.
 - K. The ranked list of all adjuncts in all disciplines, using pools, will be made available by Human Resources to the President of AFT and the Office of Instruction by the 1st Monday in August, once per year. All semesters and sessions through the first Monday in August, will be included in the ranked list. List received in August will be utilized by departments for assignment in the following Spring and Fall semesters.
- 6.4.3 Assignments for all Pools: Part-time faculty members may not exceed a 67% load unless requested to do so by the District. Part-time faculty members will be given preference in their choice of assignment(s) in accordance with 6.4.2.A.
- 6.4.3.1 Part-time faculty members in Pool 1 will be offered between a 60-67% load, subject to availability of sections. Per Education Code 87482, the District may employ adjunct nursing faculty beyond 67% for up to four (4) semesters within any period of three (3) consecutive academic years.
 - 6.4.3.2 Part-time faculty members in Pool 2 will be offered one (1) course or hours (i.e. 20-25% load), subject to availability of sections.
 - 6.4.3.3 Part-time faculty members in Pool 3 will be offered one (1) course or hours (i.e. 20-25% load), subject to availability of sections.
 - 6.4.3.4 If there are sections still available after all Pool 3 adjuncts have received one (1) section, the department chair will return to the top of Pool 2 and continue assigning sections until none remain.
 - 6.4.3.5 If there are sections still available after the second round of assignment to Pool 2, the department chair will return to the top of Pool 3 and continue assigning sections until none remain.
 - 6.4.3.6 Winter and Summer Sessions – The ranked lists of Pool 1, Pool 2, and Pool 3 will not be used when staffing during the Winter intersession or Summer sessions, and assignments will be made according to 6.2. The District will direct department chairs to send the list of available class sections or non-instructional hours for Winter and Summer to all available adjuncts at the same time.
- 6.4.4. Failure to provide an evaluation

A failure of the District to fulfill the evaluation frequency requirement set forth in Article 8 is considered grievable.

- 6.5 Assignments and Offer Lists: Each semester or session, assignment lists will be electronically generated by the District and a link to the lists will be emailed to unit members. Once the assignments have been made, the list containing all the offered sections/hours shall include the information below:

6.5.3.1 Name of part-time faculty member

6.5.3.2 Part-time faculty member ranking (i.e. pool number and pool ranking)

6.5.3.3 Scheduled assignment(s)

6.5.3.4 Where applicable, exceptions to pool rankings as per section 6.4.2.H.

It is the responsibility of the part-time faculty member to confirm their assignment(s) and notify the department chair and the dean of any inaccuracies regarding ranking or any other information within seven (7) calendar days of receiving the assignment list.

6.6 Adjunct Librarians

- 6.6.1 Librarian assignments, whether recurring (defined as more than 1 time per semester, such as a Monday 8 am to 10 am shift) or expected one-time (defined as known by a full-time faculty member as well as solicited by and communicated to the Head Librarian and Instructional Dean prior to issuing the List of Available Sections to all current part-time faculty members) library shifts, will be offered at the same time to all adjunct librarians and scheduled based on priority order, per Article 6.4.2, when scheduling for the fall and spring semesters.

- 6.6.2 If full-time faculty reclaim an expected one-time library shift previously assigned to an adjunct librarian, it will not be subject to grievance, nor would the District be obligated to pay the adjunct librarian for the unworked shift, provided notice is given at least three (3) business days or 72 business hours prior to the shift, via a time-stamped email notification using the adjunct's canyons.edu email.

- 6.6.3 Unexpected one-time library shifts that become available within less than three (3) business days or 72 business hours before the shift occurs, will be offered to full-time faculty first, and if they do not take them, then they will be offered to all adjunct librarians at the same time, via email through the adjunct's canyons.edu email, and assigned on a first-come, first-served basis. If notice is given more than three (3) business days or 72 business hours in advance, then the shift will be assigned by priority order as per Section 6.4.1.F.

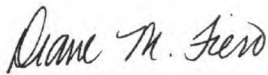
- 6.7 Timeline: The District will staff sections according to the timeline below. The District will notify AFT of reasons for exceptions to the timeline below. Exceptions to the timeline below may include the following:

- Uncertainty in funding that results in a reduction or expansion of department course offerings;
- Change in course availability due to the change in the number of department full-time faculty or full-time faculty reassigned/release time;
- Change in course offerings due to a change in curriculum, reorganization, or administrative priorities concerning enrollment;
- Change in off-campus site priorities (e.g. Nursing clinical sites) external to the college; and
- Technical difficulties with software or data systems.

Tentative Agreement March 2022

	Department Chairs to send List of Available Sections to all current part-time faculty members	Department Chairs to send Offers of Assigned Sections to all current part-time faculty members during the
Summer	No earlier than the Spring Semester Flex Week and no later than the first week of the Spring Semester.	Third Week in February
Fall	No earlier than the Spring Semester Flex Week and no later than the third week in February.	Third Week in March
Winter	No earlier than the Fall Semester Flex Week and no later than the first week of the Fall Semester.	First Week in September
Spring	No earlier than the Fall Semester Flex Week and no later than the last week in August.	Third Week in September

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



For the District: Diane M. Fiero



For AFT: Dan Portillo

May 3, 2022

Date

May 4, 2022

Date

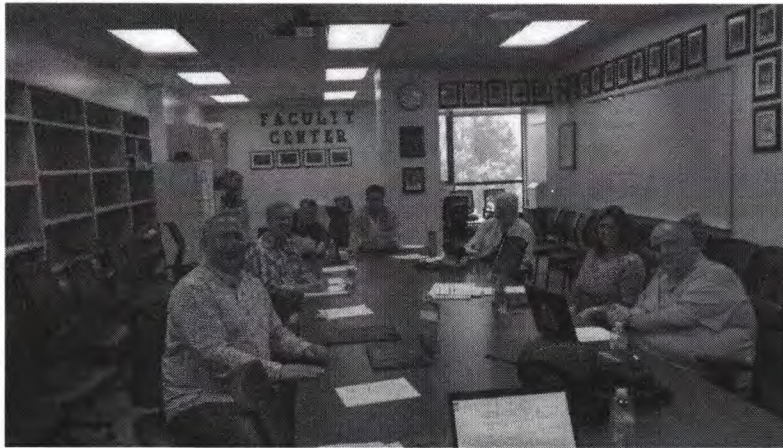
EXHIBIT B

Santa Clarita Community College District

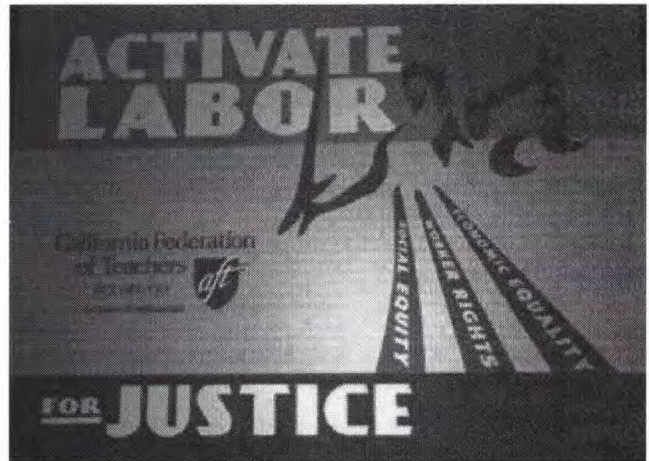
Part-time Faculty United American Federation of Teachers

Local 6262

AGREEMENT Terms and Working Conditions



July 1, 2020~~17~~– June 30, 2022~~20~~



**Available on the Intranet to District employees at:
<https://intranet.canyons.edu/offices/AFT/>**

ARTICLE 6: ASSIGNMENT AND SCHEDULING

- 6.1 Purpose: The purpose of this Article is to create stable pools of highly experienced part-time faculty members through assignment methods that are objective and consistent under Education Code. The provisions in this article become effective for scheduling of the ~~spring 2019 semester~~ Fall 2023.
- 6.2 When there is need for additional faculty service beyond that provided by regular, contract, and/or temporary District full-time faculty, the District will make assignments in accordance with this Article for part-time faculty members, including some applicable sections for non-credit part-time faculty (see article 21 for more details). The minimum qualifications, as defined by the California Community College Chancellor's Office and the district, must be met before any assignment can be granted. Unit members who have been or are currently being investigated for a legitimate violation of the District's written policies and procedures, that has been reviewed by Human Resources, may not receive an assignment.
- 6.3 Definitions
- 6.3.1 Assignment: Any course, lab, activity, or non-classroom assignment that generates load. If a lecture and lab are taught in tandem as one section, the department chair may determine whether to assign the section as one assignment or as separate assignments.
- 6.3.2 Date of Hire (DoH): The DoH is the date an individual is hired by the District as a part-time faculty member in the academic discipline (instructional or non-instructional) for which an assignment is offered. If an instructor works in multiple disciplines, the DoH in each discipline will be assigned respective to the particular discipline.
- ~~6.3.3 Date of Certification (DoC): The DoC is the date the part-time faculty member earns their online certification as established by the District.~~
- ~~6.3.4~~ 6.3.3 Retirees: Retired COCFA unit members who have now become AFT unit members. The DoH for AFT unit members already in this category as of July 2018 the ratification of this contract will be grandfathered into the pool structure in 6.4.2. based on their will be their original COCFA hire date, as their date of hire (DoH). The DoH for COCFA unit members who retire after July 2018 will be the date they are rehired as a part-time faculty member.
- 6.3.4 Current part-time faculty members: Members with assignments within the past twelve (12) consecutive semesters or sessions. ~~three (3) academic years beginning with Fall semester.~~ If a unit member is no longer interested in receiving assignments in their discipline, the unit member must inform the department that they no longer wish to receive assignments.
- 6.3.5 Session: Winter and Summer only.
- 6.3.6 Semester: Fall and Spring only.
- 6.4 Assignment for part-time faculty: The district retains the right to make assignments for all part-time faculty members who meet the requirements for each applicable pool in order of ranking according to section 6.4.2.
- A. Instruction will email AFT unit members a link to the list of available sections or other work assignments for the pool in which they are an active

- member, using the **canyons.edu** domain to the current part-time faculty members, by the deadlines specified in 6.7.
- B. Part-time faculty members may request ranked assignments that corresponds to a classprefix as listed in the college catalogue, or indicate a preferred day and time range of availability for an assignment, by using the online system provided by the District, by replying to the email sent by the department chair within eight (8) calendar days of the date the email was sent.
 - C. Part-time faculty members will receive course sections or other work assignments afterregular and contract faculty assignments have been made. In the event a regular or contract faculty member's regular assignment is cancelled or reduced, the regular or contract faculty member may be assigned to a course section or work assignment previously assigned to a part-time faculty member, no later than fourteen (14) calendardays after the start of instruction.
 - D. At the discretion of the district, overload assignments shall be given to regular and contract faculty before course sections or other work assignments are made available to part-time faculty members.
 - E. Classes or hours for non-instructional assignments assigned to part-time members will not be reassigned to full-time instructors as overload assignments after the first day of class.
~~assigned to part-time members will not be reassigned to full-time instructors as overload assignments after the first day of class.~~
 - F. If an assignment or hours for a non-instructional assignment previously given to a part-time faculty member was cancelled prior to the start of the term, and the district later adds one or more sections or hours in the unit member's discipline, the unit member shall be offered a replacement assignment or hours conditional to the criteria specified in section 6.2 before additional staffing assignments are made to other part-time faculty members. If the instructor declines the assignment or hours, the unstaffed assignment will be made in accordance with sections 6.4.2. and 6.4.2.J.
 - G. Whenever possible, the names of part-time faculty should be listed in the schedule of classes rather than just described as "staff."
- 6.4.1. Adjunct Faculty Assignments (Credit and Noncredit):**
District assignments for Fall and Spring semesters will be adjusted in accordance with the following:
- A. District assignments will start with the highest ranking based on the criteria outlined in section 6.4.2.
 - B. When there is an increase in the number of class sections or non-instructional hours within a discipline, priority will be given first to qualified regular or contract faculty, followed by part-time faculty members with the highest ranking.
 - C. The District reserves the right to reschedule an assignment to a different day, time or location. If the assigned part-time faculty member declines the rescheduled assignment, the District is not obligated to offer another assignment. When an assignment is rescheduled, and the assigned part-time faculty declines the rescheduled assignment, the District will provide first right of refusal to the part-time faculty member with the highest ranking, unless the rescheduled assignment is requested by a qualified regular or

contract faculty member.

- D. Part-time faculty should be paid for the first week of an assignment or hours for a non-instructional assignment when class or shift is cancelled less than two weeks before the beginning of a semester (fall and spring only). If a class meets more than once per week, part-time faculty should be paid for all classes that were scheduled for that week (see CA Ed. Code Sec. 87482.8). The appropriate instructional dean will make a good faith effort to notify the unit member of the entitled compensation. The unit member must submit a timesheet to the appropriate dean within two weeks of the time worked. If a class or hours for a non-instructional assignment is cancelled after the initial meeting, the employee will be paid for the time worked. Compensation will be given based on the information provided in a timesheet as turned in by the part-time faculty member, which has been reviewed and approved by the instructional dean. No part-time faculty member will be assigned a class or hours that has already been given to another part-time faculty member, except under extraordinary circumstances (i.e. inability to teach).
- E. The District reserves the right to initially leave some sections unstaffed due to uncertainty, as specified in section 6.6.
- F. If the District assigns adjunct faculty to the previously unstaffed sections, or hours for a non-instructional assignment, it must do so according to pool rankings as specified in section 6.4.2. If sections or hours are added late and/or after the teaching assignments have been made, assignment offers must adhere to the same pool rankings, except in situation outlined in 6.4.F.

6.4.2. Order of Assignment

- A. The priority to receive assignments in any given discipline (instructional and non-instructional) will be based on pool rankings within three (3) pools, beginning in Pool 1, from the highest to the lowest rank.
- ~~B. Pool rankings will be based on DoH or DoC. If two unit members have the same hire or certification date, preference will be determined by the number of courses taught.~~
- B. Ranking within each pool will be based on DoH. If two unit members have the same DoH, preference will be determined by the total number of semesters and sessions taught, or sessions worked for non-instructional staff. If a tie remains, the assignment will be made by lottery.
- C. Assignments will be given first to part-time unit members in Pool 1, then to part-time unit members in Pool 2, and lastly to part-time unit members in Pool 3.
- D. Eligibility to be offered courses or hours in multiple modalities (on-ground, online, an OnlineLIVE) is dependent on meeting the minimum qualifications to teach the course, having the required certification, and not having received an average evaluation score below 3.0 in an evaluation for the modality being assigned. In order to teach Online and Hybrid courses the instructor must be online certified. In order to teach Hyflex and OnlineLive courses the instructor must be OnlineLive certified.
- E. Structure of Pools
 - 1. Pool 1: These part-time faculty members must have taught or been given non-

- classroom assignments for at least eight (8) regular semesters or sessions (not required to be consecutive)
- Received an average of 3.0 or better in a recent evaluation in at least one (1) modality.
2. Pool 2: These part-time faculty members must have taught or been given a non-classroom assignment for at least one (1) session
- Received an average of 3.0 or better in a recent evaluation in at least one (1) modality.
3. Pool 3: These part-time faculty members meet at least one (1) criteria below:
- Newly hired
 - Received less than an average of 3.0 in the most recent evaluation in one or more modalities.
 - Returning part-time faculty members after a voluntary break in service of more than six (6) consecutive semesters
- ~~D. Pool 1: These part time faculty members must meet ALL three (3) criteria below:~~
- ~~1. Have taught or been given non-classroom assignments for a combination of at least twenty (20) regular semesters or sessions~~
 - ~~2. Received an average of 3.5 or better in the most recent evaluation~~
 - ~~3. Do not have any score of 1.0 or 2.0 in any sections A through G of the academic evaluation form~~
- ~~E. Pool 2: These part time faculty members must meet ALL three (3) criteria below:~~
- ~~1. Have taught or been given a non-classroom assignment for at least one (1) regular semester or session~~
 - ~~2. Received an average of 3.5 or better in the most recent evaluation~~
 - ~~3. Do not have any score of 1.0 in any sections A through G of the academic evaluation form~~
- ~~F. Pool 3: These part-time faculty members meet at least one criteria below:~~
- ~~1. Newly hired~~
 - ~~2. Received less than an average of 3.5 in the most recent evaluation~~
 - ~~3. Received an evaluation score of 1.0 or 2.0 in any section A through G of the academic evaluation form~~
 - ~~4. Returning part-time faculty members after a voluntary break in service of more than six (6) consecutive semesters~~
- ~~G.F. _____ Retired COC members full-time faculty who return to teach part-time and have an average evaluation score of 3.5 or better on their last evaluation as a full-time faculty members will be placed in Pool 1. The DoH for a retired COCFA unit member, who retires after the ratification of this contract, July 2018 will be assigned per Section 6.3.2. For retired COCFA unit members who retired prior to the ratification of this contract July 2018, see section 6.3.4.~~
- ~~H.G. _____ Management and Classified employees concurrently teaching part-time will be assigned a DoH per Section 6.3.2. and will be placed in the appropriate pool corresponding to their most recent evaluation, unless they are not paid for teaching the course.~~
- ~~I. In the case of a tie in DoH, the assignment will be given to the instructor who has taught the most number of courses at College of the Canyons. If a tie remains, the assignment will be made by lottery.~~
- ~~J.H. If less than three (3) sections of a course are offered per semester, or~~

courses are delivered to incarcerated students, are part of a non-credit course continuation, ~~or are part of dual enrollment (classes taught exclusively to high school students on a high school campus)~~ or are part of an ISA (i.e. public safety agency), a Department Chair may assign the course independent of the part-time faculty member's pool ranking (based on the specialization, expertise, or current appropriate training or certification in the discipline as evidenced by education, work history, or certification required to teach the course as per the course outline of record). The Department Chair will indicate ~~on the online posted schedule why a person of lesser rank was assigned to a course (i.e. work history, education, or certification)~~ or other teaching requirement as documented in the course outline of record.

I. In order to receive an online, hybrid, OnlineLIVE or HyFlex course assignment, the instructor must be certified per district policy. Eligibility to be assigned any course requiring separate certification will be noted on the ranked lists within each Pool.

K. ~~In order to receive an online or hybrid course assignment, the instructor must be online certified per district policy. If less than three (3) sections of a course are offered per semester, a Department Chair may assign the course independent of the part-time faculty member's pool ranking (based on the specialization, expertise, or current appropriate training or certification in the discipline as evidenced by education, work history, or certification required to teach the course). The Department Chair will indicate on the online posted schedule why a person of lesserrank was assigned to a course (i.e. work history, education, or certification). Online courses will be assigned according to the online pool system (6.4.2.M).~~

L.J. ~~For co-listed (e.g., KPEA 150A, KPEA 150B, KPEA 150C) and cross-listed (e.g., ARCHT 110 and ID 110) classes, where multiple sections exist at the same time and place with the same instructor, this will constitute one section.~~

M. ~~For online and hybrid courses, pool membership will be based on the most recent online or hybrid course evaluation score and the number of semesters during which an instructor taught an online or hybrid course. Pool ranking for online and hybrid courses will be determined by the date the instructor was certified to teach online courses.~~

N.K. The ranked list of all adjuncts in all disciplines, using pools, will be made available by Human Resources to the President of AFT and the Office of Academic Affairs Instruction by the 1st Monday in April Monday in August, once per year. All semesters and sessions through the first Monday in April August will be included in the ranked list. List received in August will be utilized by departments for assignment in the following Spring and Fall semesters.

6.4.3 Assignments for all Pools: Part-time faculty members may not exceed a 67% load, unless requested to do so by the District. Part-time faculty members will be given preference in receive their choice of assignment(s) in accordance with

~~6.4.2.A. based on their pool membership and ranking, starting with the highest ranking first.~~

6.4.3.1 Part-time faculty members in Pool 1 will be offered between a 60-67% load, subject to availability of sections. Per Education Code 87482, the District may employ adjunct nursing faculty beyond 67% for up to four (4) semesters within any period of three (3) consecutive academic years.

6.4.3.2 Part-time faculty members in Pool 2 will be offered one (1) course or hours (i.e. 20-25% load), subject to availability of sections. Unit members who received 2 course sections during either Fall 2017 or Spring 2018, will be grandfathered and continue to be offered two sections during the term of this contract.

6.4.3.3 Part-time faculty members in Pool 3 will be offered one (1) course or hours (i.e. 20-25% load), subject to availability of sections.

6.4.3.4 If there are sections still available after all Pool 3 adjuncts have received one (1) section, the department chair will return to the top of Pool 2 and then Pool 3 and continue assigning sections until none remain.

6.4.3.4.3.5 If there are sections still available after the second round of assignment to Pool 2, the department chair will return to the top of Pool 3 and continue assigning sections until none remain.

6.4.3.5.6.4.3.6 Winter and Summer Sessions – The ranked lists of Pool 1, Pool 2, and Pool 3 will not be used when staffing during the Winter intersession or Summer sessions, and assignments will be made according to 6.2. The District will direct department chairs to send the list of available class sections or non-instructional hours for Winter and summer to all available adjuncts at the same time.

6.4.4. Failure to provide an evaluation

A failure of the District to fulfill the evaluation frequency requirement set forth in Article 8 is considered grievable.

6.5 Assignments and Offer Lists: Each semester or session, assignment lists will be electronically generated by the chair and/or dean the District and a link to the lists will be emailed to unit members. Department chairs will send an email with all available sections to all current part-time faculty members and posted on a secure online site in accordance with section 6.6. Once the assignments have been made, the list containing all the offered sections/hours shall include the information below, which will be posted on a secure online site:

6.5.1 Name of part-time faculty member

6.5.2 Part-time faculty member ranking (i.e. pool number and pool ranking)

6.5.3 Scheduled assignment(s)

6.5.4 Where applicable, exceptions to pool rankings as per section 6.4.2.H.

It is the responsibility of the part-time faculty member to confirm their assignment(s) and to notify the department chair and the dean of any inaccuracies regarding ranking or any other information within seven (7) calendar days of receiving the assignment list.

6.6 Adjunct Librarians

6.6.1 Librarian assignments, whether recurring (defined as more than 1 time per semester, such as a Monday 8 am to 10 am shift) or expected one-time (defined as known by a full-time faculty member as well as solicited by and communicated to the Head Librarian and Instructional Dean prior to issuing the List of Available

Sections to all current part-time faculty members) library shifts, will be offered at the same time to all adjunct librarians and scheduled based on priority order, per Article 6.4.2, when scheduling for the fall and spring semesters.

6.6.2 If full-time faculty reclaim an expected one-time library shift previously assigned to an adjunct librarian, it will not be subject to grievance, nor would the District be obligated to pay the adjunct librarian for the unworked shift, provided notice is given at least three (3) business days or 72 business hours prior to the shift, via a time-stamped email notification using the adjunct's canyons.edu email.

6.6.3 Unexpected one-time library shifts that become available within less than three (3) business days or 72 business hours before the shift occurs, will be offered to full-time faculty first, and if they do not take them, then they will be offered to all adjunct librarians at the same time, via email through the adjunct's canyons.edu email, and assigned on a first-come, first-served basis. If notice is given more than three (3) business days or 72 business hours in advance, then the shift will be assigned by priority order as per Section 6.4.1.F.

6.6 Timeline: The District will staff sections according to the timeline below. The District will notify AFT of reasons for exceptions to the timeline below. Exceptions to the timeline below may include the following:

- Uncertainty in funding that results in a reduction or expansion of department course offerings;
- Change in course availability due to the change in the number of department full-time faculty or full-time faculty reassigned/release time;
- Change in course offerings due to a change in curriculum, reorganization, or administrative priorities concerning enrollment;
- Change in off-campus site priorities (e.g. Nursing clinical sites) external to the college; and
- Technical difficulties with software or data systems.

We hereby confirm that we have negotiated, in good-faith, the following agreement as related to Spring 2023 adjunct faculty staffing and subsequent Fall/Spring semesters, based on the current accelerated student registration timeline that has been in place throughout the current academic year.

- a. Existing language in the current AFT contract (July 1, 2017 – June 30, 2020) regarding providing updated DOH and DOC lists by HR to the President of AFT and the Office of Instruction by the 1st Monday in April, once per year, will be modified for Spring 2023 adjunct faculty staffing and beyond.
- b. The District and AFT agree that the ranked list of all adjuncts in all disciplines, using pools, will be made available by Human Resources to the President of AFT and the Office of Instruction by the 1st Monday in August 2022, once per year, and will be used beginning with the Spring 2023 adjunct faculty staffing.
- c. The District will staff sections, beginning with the Spring 2023 schedule, according to the timeline below:

	Department Chairs to send List of Available Sections to all current part-time faculty members	Department Chairs to send Offers of Assigned Sections to all current part-time faculty members during the
Summer	No earlier than the Spring Semester Flex Week and no later than the first Monday in March. <u>week of the Spring Semester.</u>	Last Week in March <u>Third Week in February</u>
Fall	No earlier than the Spring Semester Flex Week and no later than the second Monday in April. <u>third week in February.</u>	Second Week in May <u>Third Week in March</u>
Winter/Spring	No earlier than the Fall Semester Flex Week and no later than the first Monday in October. <u>week of the Fall Semester.</u>	First Week in November <u>First Week in September.</u>
<u>Spring</u>	<u>No earlier than the Fall Semester Flex Week and no later than the last week in August.</u>	<u>Third Week in September.</u>

EXHIBIT C

From: ajsilverster <ajsilverster@gmail.com>
Date: February 2, 2023 at 6:47:21 PM MST
To: "Medlin, Rian" <Rian.Medlin@canyons.edu>
Cc: Warren Heaton <warren@heatonlaw.org>, Dan Portello Yahoo <redknight92@yahoo.com>, "Fiero, Diane" <Diane.Fiero@canyons.edu>
Subject: Re: *EXTERNAL* Fall 2023 Scheduling

Good evening Rian,

According to the newly imposed Article 6.1: "The provisions in this article become effective for scheduling of the Fall 2023." This means AFT 6262 expects that Fall 2023 will be scheduled using ALL of the provisions in this article. This includes, but is not limited to, the new Pool membership criteria and assignment procedures.

We would be happy to discuss this next Friday.

Sincerely,

Aaron Silverman

On Wed, Feb 1, 2023 at 3:12 PM Medlin, Rian <Rian.Medlin@canyons.edu> wrote:

Hi Aaron,

Thank you for your email. Could you clarify "new membership criteria"?

We should agendaize this for our meeting on Friday, 2/10 to discuss further. I am copying Diane Fiero.

Thank you,

Dr. Rian Medlin

Pronouns: She/Her/Hers

From: ajsilverster <ajsilverster@gmail.com>

Sent: Tuesday, January 31, 2023 5:37 PM

To: Medlin, Rian <Rian.Medlin@canyons.edu>

Cc: Warren Heaton <warren@heatonlaw.org>; Dan Portello Yahoo <redknight92@yahoo.com>

Subject: *EXTERNAL* Fall 2023 Scheduling

Good evening Rian,

As the District recently imposed a contract, AFT 6262 would like to remind the District that the recently imposed contract necessitates that Fall 2023 scheduling be done in accordance with the new terms. One of the new terms requires that the adjunct pools be updated with the new membership criteria. Otherwise, if the District uses the old pools, then it could result in numerous grievances.

Thank you for working so diligently on the adjunct pools, and I hope you are doing well.

Sincerely,

Aaron Silverman

CAUTION: External sender. Proceed carefully. <more details: [www\[.\]canyons\[.\]edu/emailscaams](http://www[.]canyons[.]edu/emailscaams)>

v.0.6

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, CA 90010

On March 3, 2023, I served the STATEMENT OF CHARGES
(Date) (Description of document(s))

AFT LOCAL 6262 in Case No. LA-CE-6616-E
(Description of document(s) continued) PERB Case No., if known)

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;
- ☒ electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB 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 and/or e-mail address of the Respondent and/or any other parties served.)

Diane Fiero
26455 Rockwell Canyon Road,
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 March 3, 2023,
(Date)
at Los Angeles, CA.
(City) (State)

Sofia Guadron



(Type or print name)

(Signature)