

**MEMORANDUM OF UNDERSTANDING ("MOU")
SIERRA COLLEGE MUTUAL INTEREST NEGOTIATIONS TEAM (MINT)
AGREEMENT**

This Sierra College MINT Agreement (hereinafter "MOU" or "Agreement") is made and entered into by and between the Sierra Joint Community College District ("District"), the United Public Employees of California Local 792 ("UPEC"), and the Sierra College Faculty Association ("SCFA"), hereafter may be referred to individually as ("Party") and collectively as ("Parties").

RECITALS

The Parties, entered into a Sierra College Compensation Agreement dated November 8, 2005 ("Initial Omniparty Agreement");

The Initial Omniparty Agreement was devoted primarily to an allocation formula that provided a mechanism for distribution of monies for salary and benefits between SCFA, SCMA (Sierra College Management Association) and FUSE (Federation of United School Employees Local 1212);

In February 2015, the Parties agreed to discontinue use of the allocation formula contained in the Initial Omniparty Agreement.

In May 2017, the Parties entered into a new agreement, the Sierra College Mutual Interest Negotiations Team (MINT) Agreement (Initial Mint Agreement) signed on May 16, 2017 and which expired on June 30, 2018. The Parties subsequently approved a modified MINT Agreement in April of 2018 which expired on June 30, 2019.

In January of 2019, SCMA decertified as a union and the managers are currently unrepresented. During the 2019-20 school year FUSE was placed in Emergency Trusteeship by LiUNA International and then was ultimately merged into UPEC. After the Emergency Trusteeship, the Parties did not meet as MINT for the remainder of the 2019-20 school year. The Parties now wish to create this new modified MINT Agreement ("Agreement") subject to the following provisions:

The Parties wish to function and negotiate in a collaborative environment of shared information, mutual consultation, and decision-making that strives for decisions to be made in the best achievable interests of the entire college community and wish this negotiating body to be identified as MINT;

The purpose of MINT is to provide structure and a process for discussion of Total Compensation, as defined below, and to serve as a forum for collaborative discussion of other items of mutual interest.

NOW THEREFORE, the Parties agree as follows:

1. Recitals. The recitals set forth above are true.
2. Definitions. For purposes of this Agreement, the following terms have the following meanings:
 - a. Bargaining Units. Bargaining units refer to UPEC and SCFA, unless other bargaining units are approved to participate in MINT as set forth below.
 - b. Health & Welfare Benefits. Health & Welfare Benefits are defined as: (1) health & welfare insurance providers; (2) types of health & welfare insurance provided (e.g., health, dental, vision, prescription, life, etc.); (3) insurance plan offerings; (4) insurance payments; (5) District/ Employee contributions to insurance premiums; (6) premium payment methods; and (7) all other issues related to the provision of all health & welfare insurance benefits, including retiree health & welfare benefits, to participating bargaining unit members and their retirees.
 - c. Total Compensation. Total Compensation shall include all funding allocated to each bargaining unit for all forms of compensation and Health & Welfare Benefits.
 - d. Consensus Vote. A vote in which all members in attendance actively support or at least can live with the decision.
 - e. Quorum. Minimum of two representatives from each party. A quorum must be met for any vote to occur.
 - f. Supermajority Vote. A supermajority vote means an affirmative vote of all but one of the Parties to this Agreement as determined at the time of the vote. For purposes of Supermajority voting, each Party shall have single vote. Each Party shall designate the representative that has the power to cast their Party's vote. Each Party's voting designee shall be recorded in MINT's minutes. Each Party shall have the right to change its voting designee at any time.
3. Term. This Agreement shall be effective November 10, 2020 and shall continue until June 30, 2022. The Parties will review this Agreement during the 2021-2022 school year in order to determine if they wish to continue this Agreement in a further MOU or let the Agreement expire.
4. Purpose/Scope of Jurisdiction. MINT shall be the exclusive means of negotiating Total Compensation during the term of this Agreement. Language issues in the UPEC and SCFA collective bargaining agreements that do not impact Total Compensation shall be negotiated by the District outside of MINT directly with each

unit. In addition, the manner in which each unit uses the total dollars received under its share of a Sierra College Allocation Agreement shall be negotiated directly with the District outside of MINT unless there is consensus in MINT to do otherwise.

Members of MINT agree to negotiate in a collaborative environment utilizing an interest based approach and to seek consensus through the candid expression of individual interests and a unified commitment to act for the collective good of all employees, students and the college community. This collaborative process is agreed to be a negotiated ground rule that shall be enforceable under the Education Employee Relations Act ("EERA") through the Public Employment Relations Board ("PERB").

5. Allocation Formula. In prior years, the Parties have developed and agreed to maintain and/or revise the resource allocation formula ("Allocation Formula") to determine the allocation of Total Compensation. Should the Parties agree to a new allocation formula, in writing, it shall be implemented during the term of said agreement unless MINT agrees otherwise in writing. The Allocation Formula will be developed, and may be changed from time-to-time. Some changes may require Unit and/or Board ratification. If the Allocation Formula is suspended by MINT, the Parties will nonetheless collaboratively negotiate the allocation of Total Compensation through MINT.
6. Decision Making Powers/ Delegation of Authority. Representatives of each Party shall have the power to decide, not simply recommend, the allocation of Total Compensation, if any, to be distributed during the term of this Agreement. SCFA and UPEC bargaining units, through approval of this agreement, hereby expressly delegate to their MINT representatives, the power to negotiate their respective bargaining unit's share of Total Compensation. The District's Board of Trustees, through approval of this Agreement, hereby expressly delegates to their MINT representatives, the power to negotiate the Total Compensation for all participating bargaining units.
7. Decision Making Procedures. The Parties shall endeavor to reach consensus regarding all decisions. Final decisions regarding the allocation of Total Compensation shall be made by consensus and, unless this Agreement specifies otherwise, all other decisions shall be made by consensus.

If consensus regarding a final decision not affecting Total Compensation cannot be reached, and the decision is not required to be made by supermajority vote, the Parties may mediate the issue in accordance with Section 18(i) below.

8. Representatives. Each Party shall have the right to bring up to five (5) representatives to MINT meetings. These representatives shall be either bargaining

unit members from the Party or designated labor relations staff of the Party. Each Party shall have the right to appoint or remove their own Party's representatives at any time for any reason. Any representative of any Party may resign at any time. Changes to any Party's representatives shall be communicated to other MINT members in writing. Each Party's representative's names shall be recorded in MINT minutes. Changes to any Party's representatives shall also be recorded in the minutes. Any party may bring an outside consultant or other person to MINT meetings; however, such right shall only be exercised following notice and discussion of the issue during at least one MINT meeting. The Parties shall endeavor to reach consensus on the timing and parameters for the use of outside consultants.

9. Meetings. MINT meetings shall be held on the Sierra College Rocklin campus unless all Parties agree otherwise. Meetings may be held upon 48-hours notice delivered by e-mail or other electronic transmission.

Any meeting may be held by conference telephone, electronic video screen communication, or other communications equipment so long as all representatives participating in the meeting are able to hear one another. Any action that MINT is required or permitted to take may be taken without a meeting if all Parties consent in writing to the action.

MINT meetings shall be closed to the public; only MINT representatives and outside consultants authorized by this Agreement may attend MINT meetings.

10. Record Keeping. The Parties shall maintain minutes of all MINT meetings. Minutes shall be reviewed, revised as necessary, and approved at each subsequent MINT meeting. The District shall maintain an official minute book of all MINT agendas, minutes, and records of all official actions. All minutes, agendas and other MINT records shall be confidential to the extent permitted by law.
11. Ratification Procedures and Requirements. When a decision is reached regarding the allocation of Total Compensation, the decision shall be reduced to writing and reflected in MINT minutes. Unit ratification shall not be required to approve any allocation of Total Compensation negotiated at MINT if said Total Compensation agreement is an MOU of limited duration (two or less years). If, however, MINT makes a decision that requires a change to a unit's CBA, then ratification by that unit shall be required.
12. Communication. When a decision is made at MINT, the Parties shall discuss and attempt to reach consensus regarding how the decision will be communicated. If no consensus is reached regarding how to communicate a MINT decision, each Party may communicate its understanding of the decision consistent with all requirements of the EERA and other applicable provisions of law.

13. MINT Membership. The District, SCFA and UPEC comprise the Parties to this Agreement. Membership shall only be approved by a consensus vote of MINT members. Any bargaining unit joining MINT must, as a condition of participation, sign this Agreement.
14. Withdrawal from MINT. Any party desiring to withdraw from MINT, prior to the expiration of the term of this Agreement, shall notify the other Parties in writing of their tentative desire to withdraw ("Tentative Notice") and discussion of the interests of the Party desiring to withdraw shall ensue at MINT meetings. If no consensus can be reached at the MINT meetings the Parties will remain in MINT until the end of the fiscal year in which Tentative Notice was given. If a Party withdraws from MINT, any Allocation Formula agreement then in use to determine the allocation of Total Compensation shall remain binding on the withdrawing Party for the fiscal year in which the withdrawal occurs, including any "true up" that occurs during the following fiscal year as required by the Allocation Formula then in use, unless the Parties agree otherwise in writing.
15. Collaborative Training. All MINT members shall participate at least annually in a collaborative training process approved by MINT, unless MINT decides otherwise. (Recommended to hold training at the first or second meeting in the Fall).
16. Public Hearing Procedures. Each unit shall meet all EERA public hearing requirements of law with respect to all MINT negotiation matters that are mandatory subjects of bargaining. Each unit's annual initial proposal shall state that compensation and health and welfare benefits shall be negotiated through MINT. In addition to each unit's annual presentation of initial proposals, the Parties agree that annually the District shall place compensation and health and welfare benefits negotiations on the Board's agenda and conduct all public hearings required by the EERA.
17. Termination. This Agreement may be terminated by a consensus decision of all participating Parties or by a supermajority vote of all participating Parties. If a supermajority of the Parties vote to terminate this Agreement, this Agreement shall be terminated effective on the date agreed upon by the Parties, by consensus or supermajority, or on June 30, 2022, whichever occurs first.

If this Agreement is terminated, any Allocation Formula then in use to determine the allocation of Total Compensation shall remain binding for the fiscal year in which the termination occurs, including any "true up" that occurs during the following fiscal year as required by the Formula then in use, unless the Parties agree otherwise in writing.

18. General Provisions.

- a. Independent Review. The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement. The Parties acknowledge that they have read the terms of this Agreement and that those terms are fully understood and voluntarily accepted.
- b. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic or electronically scanned copies of such signed counterparts may be used in lieu of the originals for any purpose.
- c. Public Record. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.
- d. Amendments. This Agreement cannot be changed or supplemented orally. This Agreement can be modified only by a consensus decision of all Parties, unless stated otherwise within this Agreement. All changes to this Agreement shall be in writing and reflected in MINT minutes. Some changes to this Agreement may require unit and/or Board ratification.
- e. Entire Agreement. This Agreement contains all the understandings and agreements between the Parties. There are no oral understandings, terms or conditions, and no Party has relied upon any representations, express or implied, not contained in this Agreement.
- f. Governing Laws and Venue. This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. The Parties also agree that, in the event of litigation, venue shall be the appropriate state court or federal district court located in Placer County, California.
- g. Severability. If any term or provision of the Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.
- h. Construction. This Agreement shall not be construed more strongly against any Party regardless of who is responsible for its preparation.
- i. Mediation. The Parties agree to make a good faith effort to settle any dispute regarding the interpretation or implementation of this Agreement through MINT discussions or through mediation as set forth in this section. This mediation provision is expressly understood not to include substantive disagreements between the Parties under the EERA.

If consensus cannot be reached regarding a MINT decision, then one or more Parties shall notify all MINT representatives of the existence of a dispute. If a dispute subject to mediation is not resolved within thirty (30) calendar days of this notice, the dispute may be mediated at the discretion of the Parties.

If the Parties agree to mediate the dispute, all Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the Parties cannot agree on a mediator, the mediator will be appointed by the State Conciliation and Mediation Service. The mediator's fee, if any, will be shared equally by all Parties. Each Party will bear its own attorney fees and costs. Any mediator selected by the Parties will have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation.

The mediator's recommendation for settlement, if any, will not be binding on the Parties. Mediation pursuant to this provision will be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the permission of all other Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign an agreement to that effect.

- j. No Tax/Retirement Liability. The Parties make no representations, warranties or guarantees with respect to any tax or retirement consequences of any monetary allocation resulting from the allocation of Total Compensation or any other MINT decision. No Party shall be liable to any unit member or their heirs or assigns for any retirement or state/ federal tax consequences of any monetary allocation resulting from any MINT decision.
- k. Effective Date. This Agreement shall be deemed effective upon approval by UPEC, SCFA and the District, as evidenced by the signature of the designees below and by ratification of the UPEC and SCFA Unit Members and the District Board of Trustees which date of Board approval shall be deemed the "Effective Date" for purposes of the implementation of this Agreement.

DISTRICT

Dated: Nov 11, 2020, 2020

William H. Duncan, IV

William H. Duncan, IV (Nov 11, 2020 07:42 PST)

William H. Duncan, IV
President, Sierra College

SIERRA COLLEGE FACULTY ASSOCIATION

Dated: Oct 29, 2020, 2020

Jennifer Kattman

Jennifer Kattman (Oct 29, 2020 09:15 PDT)

Jennifer Kattman
Chief Negotiator

UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792

Dated: Oct 5, 2020, 2020

Steve Allen

Steve Allen (Oct 5, 2020 13:47 PDT)

Steve Allen
Business Manager