



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE:

Case No: SA-CO-694-E

Date Filed: 08/18/2025

INSTRUCTIONS: File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. 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. SA-CO-694-E

NO

☐

1. CHARGING PARTY:

EMPLOYEE

☐

EMPLOYEE ORGANIZATION

☐

EMPLOYER

☒

PUBLIC¹

☐

a. Full name:

Sierra Joint Community College District

b. Mailing address:

5100 Sierra College Blvd., Rocklin, CA 95677

c. Telephone number:

(916) 624-3333

d. Name and title of
person filing charge:

Ryan Davis, Vice President, HR

E-mail Address:

rdavis23@sierracollege.edu

Telephone number: (916) 660-7101

e. Bargaining unit(s)
involved:

Sierra College Faculty Association

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

☒

EMPLOYER

☐

a. Full name:

Sierra College Faculty Association/CTA

b. Mailing address:

5100 Sierra College Blvd., Rocklin, CA 95677

c. Telephone number:

d. Name and title of
agent to contact:

Judith Kreft, SCFA President

E-mail Address:

jkreft@sierracollege.edu

Telephone number: (530) 798-8933

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

a. Full name:

Sierra Joint Community College District

b. Mailing address:

5100 Sierra College Blvd., Rocklin, CA 95677

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 ☒ Unknown ☐

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.)
- ☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code, § 98160 et seq.)
- ☐ The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan 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, § 3543.6(c) Unknown ☐
- 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 ☒

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 08/18/2025

(Date)

at Rocklin, California

(City and State)

Ryan Davis, Vice President, HR

(Type or Print Name and Title, if any)

(Signature)

Mailing Address: 5100 Sierra College Blvd., Rocklin, CA 95677

E-Mail Address: rdavis23@sierracollege.edu

Telephone Number: (916) 660-7110

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento,
State of California. I am over the age of 18 years. The name and address of my
Residence or business is Lozano Smith, 1 Capitol Mall, Ste. 640, Sacramento, CA 95814
Lozano Smith, 1 Capitol Mall, Ste. 640, Sacramento, CA 95814

On 08/18/2025, I served the Amended UPC Charge
(Date) (Description of document(s))

(Description of document(s) continued) in Case No. SA-CO-694-E
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.)

Judith Kreft, SCFA President
Sierra College Faculty Association/CTA
444 Kate Hayes St.
Grass Valley, CA 95945
Email: jkref@sierracollege.edu
Email: starkref@hotmai.com

Laura Schultz, Laura Juran,
Mandy Hu, Maria Hernandez
California Teacher's Association
4100 Truxel Road, Sacramento, CA 95834
Email: lschultz@cta.org; ljuran@cta.org;
mhu@cta.org; MHernandez@cta.org

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 08/18/2025,
(Date)
at Sacramento California.
(City) (State)

Angelique Toro

Angelique Toro

(Type or print name)

(Signature)

Sierra Joint Community College District
v.
Sierra College Faculty Association and California Teachers Association

I. STATEMENT OF CHARGE

The Sierra Joint Community College District (“District”) files this unfair labor practice charge (“Charge”) against the Sierra College Faculty Association (“SCFA”) and the California Teachers Association (“CTA”) based on SCFA’s and CTA’s failure to negotiate in good faith regarding the tentative agreement dated April 3, 2025 (“T.A.”). SCFA and CTA have engaged in bad faith bargaining by having agreed to and executed a T.A. with the District and subsequently rescinding the T.A. prior to presenting it for member ratification.

Specifically, the District and SCFA worked collaboratively and agreed upon language contained in the T.A. which proposed changes to the collective bargaining agreement between SCFA and the District (“CBA”) to address issues concerning part-time faculty. CTA participated in the bargaining between the District and SCFA while the parties prepared the T.A. and approved the final version of the T.A. However, SCFA, in conjunction with CTA, rescinded the T.A. that was approved and signed by the District and SCFA prior to a vote for ratification of the T.A. by SCFA members. As outlined in detail below, SCFA and CTA have demonstrated conduct amounting to bad faith bargaining tactics by reneging on the T.A., which constitutes an unfair labor practice and has undermined the District’s trust in the negotiation process.

This Charge is brought pursuant to Government Code section 3543.6, subdivision (c), because SCFA, with the assistance and direction of CTA, failed to negotiate in good faith.

II. FACTUAL BACKGROUND

A. Parties

1. SCFA, a chapter of CTA, is the exclusive representative of all District employees within the meaning of Government Code section 3540.1, subd. (e), except for classified, management, confidential, and supervisory employees.
2. The District is a public-school employer within the meaning of Government Code section 3540.1, subd. (k).

B. Tentative Agreement Negotiations

3. The District and SCFA began negotiations for the T.A. on January 23, 2025. The purpose of the T.A. was to address issues concerning salary computation for part-time faculty. New and clarifying language regarding this matter was needed to address potential ongoing liability which may result from statewide litigation involving payment to part-time faculty across community college districts, including Sierra College. The District and SCFA spent approximately three (3) months working collaboratively to prepare the T.A.

4. CTA became involved in the negotiation process for the T.A. in January of 2025. CTA was provided with a preliminary draft of the TA from SCFA on or about March 30, 2025, for their review and input. The SCFA CTA representatives provided guidance to SCFA throughout the negotiations process. An attorney for CTA also worked with SCFA and the District in the preparation of the T.A. SCFA's CTA representative and CTA attorney provided their approval of the T.A. on April 3, 2025 after the District agreed to revisions requested by CTA.

5. The final version of the T.A. was signed by the District and SCFA on April 3, 2025. (**Exhibit A.**)

6. On April 14, 2025, SCFA held a two-hour Q&A session for members where the District participated and attended for the first hour. CTA Regional Uniserv Staff member Laura Schultz was present on the panel for this session and emphasized that CTA supported the T.A.

7. On April 21, 2025, SCFA sent a frequently asked questions ("FAQ") document to all members of SCFA. The FAQ provided information including background regarding the T.A., information regarding court cases and decisions related to the issues addressed in the T.A., and confirmed that the T.A. was negotiated between the District, SCFA, and CTA. (**Exhibit B.**)

8. At no time prior to the signing of the T.A. did SCFA or CTA communicate their opposition to entering into the T.A. or contend that the T.A. was unlawful in any way.

C. **Failure to Bargain in Good Faith**

9. On April 18, 2025, SCFA member, Joan Merriam, also the named plaintiff in the lawsuit against the District, sent an email to SCFA President, Vice President, and Lead Negotiator communicating that she had submitted an unfair labor practice charge against SCFA. The correspondence requested the ratification of the T.A. be cancelled or postponed. (**Exhibit C.**)

10. After communications between CTA and SCFA leadership, on April 22, 2025, SCFA requested the following language contained in Article 9 be removed from the T.A. due to a request from CTA: "This is consistent with the Parties past intent, understanding and practice." (see **Exhibit A**, pg. 17.) SCFA Chief Negotiator communicated to the District that CTA warned them that CTA did not know if they could defend SCFA in the PERB charge filed by Ms. Merriam if the TA contained this sentence, essentially offering SCFA no choice but to request the change be made. Further, SCFA informed the District that their CTA Representative would sign the T.A. if the language was removed to demonstrate endorsement of the T.A. (**Exhibit D.**)

11. While the District was against the removal of the language, in an effort to work collaboratively with SCFA and CTA, the District agreed to remove the language. In return, the District requested three (3) actions from SCFA/CTA:

- a. that CTA send a statement to District faculty endorsing the ratification of the TA;
- b. that CTA at least agree to participate in in conversations with the League of California Community Colleges and other Community Colleges about a potential statewide solution to this issues addressed in the TA; and
- c. that CTA ask Ms. Merriam’s attorneys to drop the PERB Unfair Labor Practice Charge against SCFA, and hopefully CTA as well.

(see **Exhibit E**)

While the District was willing to negotiate regarding the removal of the sentence from the TA, SCFA/CTA never responded to or agreed to the Districts requests. As such, the TA was not revised.

12. On April 25, 2025, the District received an email from SCFA containing a message from CTA which stated that SCFA would be rescinding the T.A. The reasoning provided for rescinding the T.A. was that it “could have the effect of unlawfully waiving [SCFA members’] statutory rights under wage and hour laws.” (**Exhibit F.**)

13. Following the correspondence to District personnel regarding the choice to rescind the TA, SCFA sent an email to District faculty on April 25, 2025, informing them of the decision. In the email, it was stated that, “[The] message was crafted by CTA. [SCFA has] been asked by CTA to send this message.” Further, the email was signed by CTA Regional Uniserv Staff, Laura Shultz. (**Exhibit G.**)

14. Immediately following the email to faculty regarding the decision to rescind the TA, on April 25, 2025, faculty was informed that six (6) members resigned from their respective positions on the SCFA Executive Board and SCFA Representative Council including the SCFA President and three of the four members of the SCFA Negotiations Team. (**Exhibit H.**)

D. Violation of Collective Bargaining Agreement

15. In February 2025, a Los Angeles County Superior Court ruling in *Roberts et al v. Long Beach Community College District* determined that part-time faculty are not exempt employees under California law and the compensation structure of the collective bargaining agreement must specify compensation for all hours worked; preparation and grading duties must be compensated as part of the instructional workload; and the collective bargaining agreement must detail how out of class duties are included in part-time faculty compensation.

16. Article 1, Savings Provision, of the CBA between the District and SCFA states, “If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties shall

begin to negotiate a replacement provision or provisions for any invalidated terms of the Agreement within fifteen (15) working days of the new decision.” (**Exhibit I**.)

17. Given the determinations made in *Roberts et al v. Long Beach Community College District*, the District made all efforts to negotiate with SCFA to replace provisions contained in the CBA regarding part-time faculty compensation that became ‘contrary to law’ in accordance with the requirements of the CBA, as described in paragraphs 3-8 above. While the District and SCFA began negotiating replacement provisions and ultimately came to agreement regarding the final T.A. in compliance with Article 1, Savings Provision, of the CBA, SCFA made the decision to rescind the T.A. on April 25, 2025, and has failed to engage in any further negotiations regarding the CBA language that is now contrary to law.

III. LEGAL FRAMEWORK

18. A public employer and a recognized employee organization have a mutual obligation to bargain in good faith and to endeavor to reach agreement on matters within the scope of representation. (Gov. Code, §§ 3540.1, subd. (h), 3543.5, subd. (c), 3543.6, subd. (c).) The good faith requirement requires a genuine desire to reach agreement. (*Pajaro Valley Unified School District* (1978) PERB Decision No. 51.)

19. It is unlawful for an employee organization to refuse or fail to meet and negotiate in good faith with a public-school employer of any of the employees of which it is the exclusive representative. (Gov. Code, § 3543.6, subd. (c).)

20. To establish a prima facie case of failure to bargain in good faith, PERB considers the totality of the bargaining conduct to determine whether the parties have negotiated in good faith with the requisite subjective intention of reaching an agreement. (*Pajaro Valley Unified School District* (1978) PERB Decision No. 51.)

21. In *Muroc Unified School District* (1978) PERB Decision No. 80 (“*Muroc*”), PERB adopted the NLRB’s analysis of “surface bargaining” by a party to negotiations, and described it in these words:

“It is the essence of surface bargaining that a party goes through the motions of negotiations, but in fact is weaving otherwise objectionable conduct into an entangling fabric to delay or prevent agreement. Specific conduct of the charged party, which when viewed in isolation may be wholly proper, may, when placed in the narrative history of the negotiations, support a conclusion that the charged party was not negotiating with the requisite subjective intent to reach agreement. Such behavior is the antithesis of negotiating in good faith.”

(*Id.*) “In weighing the facts, [PERB] must determine whether the conduct of the parties indicates an intent to subvert the negotiating process or is merely a legitimate position adamantly maintained.” (*Oakland Unified School District* (1982) PERB Decision No. 275.)

22. “Dilatory and evasive” tactics may constitute surface bargaining and therefore evidence of bad faith. (*State of California (Department of Personnel Administration)* (2009) PERB Decision No. 2708, citing *Oakland Unified School District* (1983) PERB Decision No. 326.; *San Ysidro School District* (1980) PERB Decision No. 134.) Similarly, regressive proposals or reneging on tentative agreements made between the parties may indicate surface bargaining. (*Fresno County In-Home Supportive Services Public Authority* (2015) PERB Decision No. 2418-M, citing *Campbell Municipal Employees Assn. v. City of Campbell* (1982) 131 Cal.App.3d 415, 420; *Stockton Unified School District* (1980) PERB Decision No. 143; *Charter Oak Unified School District* (1991) PERB Decision No. 73.)

IV. CHARGES OF UNLAWFUL CONDUCT

Failure to Bargain in Good Faith Cal. Gov. Code, § 3543.6, subd. (c)

23. The allegations set forth in paragraph 1 through 22 above are incorporated herein by reference.

24. SCFA and CTA have engaged in bad faith bargaining as evidenced by the totality of their conduct. SCFA and CTA’s conduct illustrates that they did not have a sincere intent to uphold the T.A. or present it to SCFA members for ratification. Notably, SCFA, with and through the direction of CTA, requested revisions be made to the T.A. after it had already been approved and signed by both parties. (**Exhibit D.**) Initially reneging on just a portion of the T.A.

25. SCFA, with and through the guidance and direction of CTA, ultimately rescinded the entire T.A. which the District negotiated in good faith. Reneging on the T.A. made between the parties is a prominent indicator of bad faith bargaining. (*Fresno County In-Home Supportive Services Public Authority* (2015) PERB Decision No. 2418-M.)

26. SCFA and CTA did not provide any legitimate reasons or changed circumstances to justify their decision to rescind the T.A. The only justification offered was that the T.A. was an “unlawful agreement” which “could have the effect of unlawfully waiving [SCFA members’] statutory rights under wage and hour laws.” However, the T.A. was reviewed by SCFA and CTA, including an attorney for CTA, prior to acceptance and execution of the T.A. At no time did they contend the T.A. was unlawful prior to signing. The T.A. does not contain language that waives any statutory right, nor was it intended by the District to waive any statutory right.

27. SCFA and CTA engaged in this conduct willfully as shown by the correspondence to its members and the District. CTA intentionally informed SCFA that they would not represent SCFA in the PERB charge filed against them unless they reneged on a portion of the TA, subsequently leading to rescinding the entire TA. Such conduct displays the unlawful bargaining tactic of reneging upon a previously agreed upon tentative agreement without good cause and illustrates their bad faith bargaining. (See *Stockton Unified School District* (1980) PERB Dec. No. 143.)

28. SCFA's decision to rescind the T.A. acted in direct contravention to the purpose of CBA Article 1, Savings Provision, which is to replace terms that are contrary to law. Further, after rescinding the T.A., SCFA has failed to engage in any negotiations with the District regarding the CBA language that addresses part-time faculty compensation that is contrary to law. SCFA's failure to engage in negotiations to replace the provisions of the invalidated terms of the Agreement pursuant to the requirements contained in Article 1, Savings Provision, amounts to a willful violation of the requirements contained in the CBA.

29. Further, SCFA's violation of the negotiation requirements contained in Article 1, Savings Provision, permits the District to act in accordance with Article 1, Concerted Activities, which states in relevant part that, "...it is understood that in the event this Article is violated by the Association or its agents, the District shall be entitled to withdraw any rights, privileges, or services provided for in the Agreement or in District policy to any faculty and/or the Association." (**Exhibit I.**)

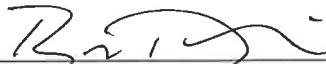
V. PRAYER FOR RELIEF

WHEREFORE, Charging Party Sierra Joint Community College District, requests that the Public Employment Relations Board issue an order for each and every charge herein:

1. That SCFA and CTA violated Government Code section 3543.6, subd. (c);
2. That SCFA and CTA cease and desist from failing to bargain in good faith;
3. That SCFA and CTA be ordered to bargain in good faith on all matters within the scope of representation;
4. That SCFA be ordered to support ratification of the TA and to immediately schedule a membership vote on ratification of the TA.
5. That the provisions contained in the CBA between SCFA and the District regarding part-time faculty compensation that have been found to be unlawful by a court of competent jurisdiction not subsist and be rescinded.
6. That SCFA and CTA post a notice acknowledging its violations of the EERA;
7. That SCFA and CTA make the District whole for any losses suffered as a result of SCFA's and CTA's unlawful misconduct, including but not limited to all attorney fees and costs incurred in the filing and prosecution of this unfair practice charge; and

8. For all other appropriate and just relief.

Date: 8/18/25



Ryan Davis, Vice President Human Resources
Sierra Joint Community College District

EXHIBIT A

TENTATIVE AGREEMENT
Between the
SIERRA JOINT COMMUNITY COLLEGE DISTRICT
And the
SIERRA COLLEGE FACULTY ASSOCIATION
April 3, 2025

INTRODUCTION

The representatives of Sierra Joint Community College District (“District”) and the Sierra College Faculty Association (“SCFA”) hereby agree to the following terms, which shall be considered a Tentative Agreement and subject to the ratification of the SCFA Members and the District Board of Trustees.

1. As a part of reopener negotiations, the Parties have agreed to the Collective Bargaining Agreement (“CBA”) changes contained in this Tentative Agreement.
2. The Tentative Agreement includes modifying the following Collective Bargaining Agreement (“CBA”) articles (the specific changes for each modified article are described below or attached with detail as to the changes):
 - a. Article 1 General Provisions (see attached)
 - b. Article 9 Salary Schedules (see attached)
 - c. Article 12 Additional Compensation (see attached)
 - d. Article 14 Work Year and Calendar (see attached)
 - e. Article 15 Leaves (see attached)
 - f. Article 16 Work Load (see attached)
3. The Parties mutually agree to reopen the CBA Articles listed above in paragraph 2 for the 2025-2026 school year, in order to address any needed modifications or clean up language required.
4. The Parties also agree that the CBA modifications to the articles listed above in paragraph 2 (see attached) will become effective May 31, 2025, with the exception of the modifications described below in paragraph 5, so long as the ratification process has been completed prior to May 31, 2025.
5. In Article 9 Salary Schedules, the Parties have been working for approximately a year, and unrelated to the legal action described in other Article 9 modifications, on modifying the *Part-Time and Full-Time Overload Salary Schedule for Lecture and Lab* in order to better assist part-time faculty by helping them step vertically on the Salary Schedule at a faster rate. In order to address this mutual interest, the Parties have agreed that after initial salary placement has occurred as described in Article 10 (Initial Salary Placement), a faculty member’s subsequent step placement in the *Part-Time Faculty and Full-Time Faculty Overload Schedule* will advance after completing the necessary teaching units or providing the necessary non-instructional duties at Sierra College. The new rate will have the faculty moving a step every 22.5 units instead of every 30 units. The effective date of this modification within Article 9 will be August 1, 2025, and the units accumulation used on August 1, 2025 for this transition will be all units taught, or non-instruction

faculty FTE equivalent of units taught, at Sierra College as of the end of the Spring 2025 Semester. This modification to the CBA is not retroactive and will not include any retroactive compensation. Nothing in this Tentative Agreement is modifying how initial salary placement on the *Part-Time Faculty and Full-Time Faculty Overload Salary Schedule* occurs as described in Article 10. This modification is only addressing how a faculty member would move after initial placement has been set and then subsequent movement is based on units taught or non-instructional faculty FTE equivalent of units taught here at Sierra College. In this initial year of re-benching faculty placement in the *Part-Time Faculty and Full-Time Faculty Overload Salary Schedule*, the new calculation may result in some faculty members moving more than one step.

- a. In addition to the CBA change to the *Part-Time Faculty and Full-Time Faculty Overload Salary Schedule for Lecture and Lab* described above in this paragraph, the top step in each column of the *Part-Time Faculty and Full-Time Faculty Overload Salary Schedule for Lecture and Lab* will be increased by 2%. Specifically, cells B step 11, C step 12, D step 14 and E step 14 will be increased by 2%. This modification of the 2% increase to the aforementioned cells will be effective on July 1, 2025. All other cells within the salary schedule will remain at the current rate unless a change is separately agreed to between the Parties.
6. The Parties agree that all references to the “part-time hourly schedule” or the “hourly schedule” throughout the CBA will be replaced with “part-time Lecture/Lab schedule.”
7. All other language (with the exception of the changes described in this Tentative Agreement) in the Collective Bargaining Agreement shall remain the same.
8. This Tentative Agreement does not conclude negotiations for the 2024-2025 fiscal year regarding all Articles which were sunshined by both Parties. The Parties are continuing to bargain regarding Benefits and Total Compensation Allocation in MINT (Mutual Interest Negotiations Team) and the following Articles remain open for the 2024-2025 school year in order to complete bargaining including any changes needed as a result of MINT negotiations:
 - a. Article 9 Salary Schedules (to incorporate any potential changes as a result of MINT)
 - b. Health and Welfare Benefits (to incorporate any potential changes as a result of MINT)
 - c. Article 18 Evaluations
 - d. Article 21 Department Chair Provision
 - e. Article 22 Distance Learning Instruction
 - f. Appendix C Evaluation Forms

9. The Tentative Agreement shall become effective upon the dates described above and by approval of SCFA and the District, as evidenced by the signatures of the SCFA and District designees below and by ratification of the SCFA Unit Members and the District Board of Trustees.

Dated: Apr 3, 2025

For the District:

Ryan Davis
Ryan Davis, Vice President of HR

Dated: Apr 3, 2025

For SCFA:

Kara Perry
Kara Perry, Chief Negotiator

Beth Ervin Apr 3, 2025
Beth Ervin (Apr 3, 2025 19:11 PDT)

Beth Ervin, SCFA President

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1: GENERAL PROVISIONS

1 RECOGNITION

2 The District confirms its recognition of the Association as the exclusive representative for the Faculty as
3 per Sierra Community College District Resolution No. 76-19 as amended by mutual agreement (see
4 Appendix A).

5 All newly created or modified positions, except those that are Classified, Management, Confidential, or
6 Supervisory shall be assigned to the Unit.

7 For the purpose of this Agreement, faculty members who help supervise Classified staff will not be
8 designated as a Supervisory employee.

9 The provisions of this Agreement are solely applicable to members of the bargaining unit as described in
10 this Article.

11 SAFETY

12 The District shall provide and maintain a safe educational environment including safe facilities and
13 equipment which shall confirm and comply with all health, safety, and sanitation requirements by law.

14 The following appointments to the District's General Safety Committee shall be made by the Association:

- 15 • Two (2) faculty at large
- 16 • One (1) College Health Nurse
- 17 • One (1) Enabler for the Disabled

18 Safety problems within the jurisdiction of the Occupational Safety and Health Administration shall not go
19 to arbitration.

20 Faculty members of the District who perform a safety-rated or safety sensitive function as determined by
21 the Omnibus Transportation Employees Testing Act of 1991 shall be required to adhere to Board Policy
22 7327 and Administrative Regulation 7327 as of this date.

23 SAVINGS PROVISION

24 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such
25 provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other
26 provisions will continue in full force and effect.

ARTICLE 1: GENERAL PROVISIONS

1 The parties shall begin to negotiate a replacement provision or provisions for any invalidated terms of the
2 Agreement within fifteen (15) working days of the new decision.

3 **SUPPORT OF AGREEMENT**

4 The District and the Association agree that it is to their mutual benefit to encourage the resolution of
5 difference through the negotiation process. It is agreed that the District and Association will support this
6 Agreement for its length.

7 **EFFECT OF AGREEMENT**

8 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over
9 District practices and procedures and over State laws to the extent permitted by State law.

10 The provisions of this Agreement constitute the full, complete and sole agreement between the
11 Association and the District. The provisions of the Agreement may be altered, changed, added to, deleted
12 from or modified only through the voluntary mutual consent of the parties, unless otherwise specifically
13 provided herein, in a written signed amendment to this Agreement.

14 Such waiver does not preclude bargaining collectively for subsequent new collective bargaining
15 agreements during the term of the Agreement.

16 **CONCERTED ACTIVITIES**

17 The Association recognizes the duty and obligation of its representatives to comply with the provisions of
18 the Agreement and to make every effort toward including all faculty to do so.

19 It is understood that the Association, its officers and agents shall not suggest, encourage, or in any way
20 condone the violation of this Agreement nor any concerted activity during the term of the Agreement.

21 The Association agrees to take all necessary steps in good faith to cause faculty to cease any such actions
22 or activities.

23 It is understood that in the event this Article is violated by the Association or its agents, the District shall
24 be entitled to withdraw any rights, privileges, or services provided for in the Agreement or in District
25 policy to any faculty and/or the Association. Should this Article be violated, any action taken by the Board
26 of Trustees or Management in the event of any Association-initiated or sanctioned violation of this Article
27 by faculty who are represented by the Association, will not be subject to the grievance procedure.

28

ARTICLE 1: GENERAL PROVISIONS

1 PARITY FOR PART-TIME TEACHING FACULTY

2 The Association and the District believe that for part-time teaching faculty, "parity" is ~~seventy-five (75%)~~ eighty
3 percent of
4 full-time pay.

5 This belief is based upon our analysis of full-time faculty's workload, which indicates that ~~seventy five (75%)~~ eighty
6 percent
7 of a full-time faculty person's work week is directly related to teaching, and the remaining twenty-five (25%)
8 percent

9 is related to ~~office hours and professional responsibilities instructional support (committees, etc.) and~~
10 ~~professional development. (For a further description on the previous and now revised full-time and part-time~~
11 ~~instructional faculty work week break down see Article 16)~~

12 ~~Parity for "senior" part-time teaching faculty should be one hundred percent of proportionate full-time~~
13 ~~base pay, as we define the responsibilities of "senior" part-time faculty to correspond to those of full-time~~
14 ~~faculty, including the maintenance of office hours, and participation in peer evaluations, curriculum~~
15 ~~development, and shared governance.~~

117 PARITY FOR PART-TIME NON-TEACHING FACULTY

128 The Association and the District believe that "parity" for non-teaching faculty (such as counselor and
139 librarians) is ~~seventy-five (75%)~~ ninety percent of full-time base pay.

1410 SIDE LETTER REVIEW

1511 All side letters shall be reviewed jointly on an annual basis to determine their relevancy. The side letters
1612 and a record of the dates of implementation and expiration shall be maintained in the Human Resources
1713 office.

1814 FORMS MANUAL

1915 All forms mentioned in this Agreement are available through the Human Resources office and are subject
2016 to review and approval by the joint bargaining team.

ARTICLE 1: GENERAL PROVISIONS

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ARTICLE 9 – SALARY SCHEDULES

ARTICLE 9: SALARY SCHEDULES

1 Publication of Salary Schedules

2 The salary schedules shall be published on the website.

3 Full-Time Faculty

4 Salary Schedule (effective July 1, 2024)

	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	Class C A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	Class D A Bachelor's Degree plus 80 semester units	Class E Earned Doctorate PhD, EdD, JD
Track I				
Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
1	\$ 54,966.86	\$ 57,715.20	\$ 60,600.97	\$ 63,631.02
2	\$ 57,715.20	\$ 60,600.97	\$ 63,631.02	\$ 66,812.56
3	\$ 60,600.97	\$ 63,631.02	\$ 66,812.56	\$ 70,153.20
4	\$ 63,631.02	\$ 66,812.50	\$ 70,153.20	\$ 73,660.86
5	\$ 66,812.56	\$ 70,153.20	\$ 73,660.86	\$ 77,343.90
6	\$ 70,153.20	\$ 73,660.86	\$ 77,343.90	\$ 81,211.08
7	\$ 73,660.86	\$ 77,343.90	\$ 81,211.08	\$ 85,271.64
8	\$ 77,343.90	\$ 81,211.08	\$ 85,271.64	\$ 89,535.23
9	\$ 81,211.08	\$ 85,271.64	\$ 89,535.23	\$ 94,011.99
10	\$ 85,271.64	\$ 89,535.23	\$ 94,011.99	\$ 98,712.59
11	\$ 89,535.23	\$ 94,011.99	\$ 98,712.59	\$ 103,648.22
12		\$ 98,712.59	\$ 103,648.22	\$ 108,830.63
13			\$ 108,830.63	\$ 114,272.16
14			\$ 114,272.16	\$ 119,985.75

5 Faculty with earned Doctorates from regional institutional accrediting organizations shall be placed in the
6 E column of the Salary Schedule provided that the Doctorate is *relevant to the curriculum* they are
7 employed to teach. Once placed in the E Column, regardless of future assignments, the faculty member
8 will remain.

9 Should a faculty member be denied placement and challenge the determination by the Human Resources
10 Department, an appeal can be submitted in writing to the Chief Human Resources Officer (CHRO).

11 Appeals must be filed within 20 days of notification of denial. The appeal must be made in writing and

ARTICLE 9: SALARY SCHEDULES

1 include the reason for the challenge and appropriate documentation to support the challenge claim. The
2 CHRO will convene an Ad Hoc committee comprised of the CHRO, the SCFA President, and a full-time
3 faculty member appointed by SCFA who is teaching in the curriculum area. If no full-time faculty member
4 is assigned to the area, the CHRO and SCFA President will mutually agree upon the appointment of a third
5 faculty. The committee will utilize the consensus model to reach a decision regarding the placement, and
6 their decision shall be the final authority with regard to this matter.

7 **Longevity – Salary Adjustments**

8 A full-time faculty member will be granted longevity pay for all years of full-time service whether they are
9 consecutive or non-consecutive on the following basis:

10 An employee commencing his/her 10th year of service with the District: 4% above base pay.

11 An employee commencing his/her 15th year of service with the District: 8.16% above base pay.

12 An employee commencing his/her 20th year of service with the District: 12.49% above base pay.

13 An employee commencing his/her 24th year of service with the District: 16.99% above base pay.

14 **Emeritus Faculty**

15 Retired full-time faculty members who are re-employed by the District as instructional or special services
16 faculty in accordance with the provision of Education Code Section 23919 referring to earnings
17 limitations, shall start at their placement on the part-time faculty salary schedule at the time of
18 retirement. Subsequent movement on the salary schedule shall follow the part-time process.

19

ARTICLE 9: SALARY SCHEDULES

1 The salary schedules shall be published on the website.

2 Full-Time Faculty – Counselor 190 Days

3 Salary Schedule (effective July 1, 2024)

	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	Class C A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	Class D A Bachelor's Degree plus 80 semester units	Class E Earned Doctorate PhD, EdD, JD
Track I				
Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
1	\$ 59,678.31	\$ 62,662.22	\$ 65,795.34	\$ 69,085.11
2	\$ 62,662.22	\$ 65,795.34	\$ 69,085.11	\$ 72,539.35
3	\$ 65,795.34	\$ 69,085.11	\$ 72,539.35	\$ 76,166.33
4	\$ 69,085.11	\$ 72,539.35	\$ 76,166.33	\$ 79,974.65
5	\$ 72,539.35	\$ 76,166.33	\$ 79,974.65	\$ 83,973.38
6	\$ 76,166.33	\$ 79,974.65	\$ 83,973.38	\$ 88,172.03
7	\$ 79,974.65	\$ 83,973.38	\$ 88,172.03	\$ 92,580.64
8	\$ 83,973.38	\$ 88,172.03	\$ 92,580.64	\$ 97,209.68
9	\$ 88,172.03	\$ 92,580.64	\$ 97,209.68	\$ 102,070.16
10	\$ 92,580.64	\$ 97,209.68	\$ 102,070.16	\$ 107,173.67
11	\$ 97,209.68	\$ 102,070.16	\$ 107,173.67	\$ 112,532.35
12		\$ 107,173.67	\$ 112,532.35	\$ 118,158.97
13			\$ 118,158.97	\$ 124,066.92
14			\$ 124,066.92	\$ 130,270.24

4 Faculty with earned Doctorates from regional institutional accrediting organizations shall be placed in the
5 E column of the Salary Schedule provided that the Doctorate is *relevant to the curriculum* they are
6 employed to teach. Once placed in the E Column, regardless of future assignments, the faculty member
7 will remain.

8 Should a faculty member be denied placement and challenge the determination by the Human Resources
9 Department, an appeal can be submitted in writing to the Chief Human Resources Officer (CHRO).
10 Appeals must be filed within 20 days of notification of denial. The appeal must be made in writing and
11 include the reason for the challenge and appropriate documentation to support the challenge claim. The
12 CHRO will convene an Ad Hoc committee comprised of the CHRO, the SCFA President, and a full-time
13 faculty member appointed by SCFA who is teaching in the curriculum area. If no full-time faculty member

ARTICLE 9: SALARY SCHEDULES

1 is assigned to the area, the CHRO and SCFA President will mutually agree upon the appointment of a third
2 faculty. The committee will utilize the consensus model to reach a decision regarding the placement, and
3 their decision shall be the final authority with regard to this matter.

4 **Longevity – Salary Adjustments**

5 A full-time faculty member will be granted longevity pay for all years of full-time service whether they are
6 consecutive or non-consecutive on the following basis:

7 An employee commencing his/her 10th year of service with the District: 4% above base pay.

8 An employee commencing his/her 15th year of service with the District: 8.16% above base pay.

9 An employee commencing his/her 20th year of service with the District: 12.49% above base pay.

10 An employee commencing his/her 24th year of service with the District: 16.99% above base pay.

11 **Emeritus Faculty**

12 Retired full-time faculty members who are re-employed by the District as instructional or special services
13 faculty in accordance with the provision of Education Code Section 23919 referring to earnings
14 limitations, shall start at their placement on the part-time faculty salary schedule at the time of
15 retirement. Subsequent movement on the salary schedule shall follow the part-time process.

16

ARTICLE 9: SALARY SCHEDULES

1 Part-Time Faculty and Full-Time Faculty Overload

2 Salary Schedule (effective ~~August~~July 1, 202~~5~~4)

3 Class C & D are assigned subsequent to the awarding of an MA. Class E is assigned subsequent to the
4 awarding of an earned doctorate.

5 Lecture Rate

Track I	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	Class C A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	Class D A Bachelor's Degree plus 80 semester units	Class E Earned Doctorate PhD, EdD, JD
Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
Units Experience	B	C	D	E
0 to < 22,530	\$77.44	\$81.32	\$85.37	\$89.63
22,530 to < 45,60	\$78.21	\$82.11	\$86.23	\$90.53
45,60 to < 67,590	\$79.00	\$82.95	\$87.08	\$91.44
67,590 to < 90,120	\$79.77	\$83.76	\$87.95	\$92.35
90,120 to < 112,550	\$80.59	\$84.61	\$88.84	\$93.26
112,550 to < 135,80	\$82.17	\$86.29	\$90.61	\$95.15
135,80 to < 157,5210	\$83.83	\$88.02	\$92.43	\$97.05
157,5210 to < 180,240	\$85.51	\$89.78	\$94.26	\$98.98
180,240 to < 202,5270	\$87.20	\$91.57	\$96.15	\$100.97
202,570 to < 225,300	\$90.41	\$94.92	\$99.67	\$104.66
225,300 to < 247,5330	\$96.81 <u>94.91</u>	\$99.66	\$104.65	\$109.86
247,5330 to < 270,360	xx	\$106.74 <u>44.65</u>	\$109.86	\$115.38
270,360 to < 292,5390	xx	xx	\$115.38	\$121.14
292,5390 or more	xx	xx	\$1231.56 <u>14</u>	\$1297.75 <u>21</u>

6

7

ARTICLE 9: SALARY SCHEDULES

Lab Rate (effective ~~August~~July 1, 202~~5~~4)

Track I	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	Class C A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	Class D A Bachelor's Degree plus 80 semester units	Class E Earned Doctorate PhD, EdD, JD
	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
Units Experience	B	C	D	E
0 to < 22.530	\$58.08	\$60.99	\$64.03	\$67.22
22.530 to < 45.60	\$58.66	\$61.58	\$64.67	\$67.90
45.60 to < 67.590	\$59.25	\$62.21	\$65.31	\$68.58
67.590 to < 90.420	\$59.83	\$62.82	\$65.96	\$69.26
90.420 to < 112.550	\$60.44	\$63.46	\$66.63	\$69.95
112.550 to < 135.80	\$61.63	\$64.72	\$67.96	\$71.36
135.80 to < 157.5210	\$62.87	\$66.02	\$69.32	\$72.79
157.5210 to < 180.240	\$64.13	\$67.34	\$70.70	\$74.24
180.240 to < 202.5270	\$65.40	\$68.68	\$72.11	\$75.73
202.570 to < 225.300	\$67.81	\$71.19	\$74.75	\$78.50
225.300 to < 247.5330	\$72.611.18	\$74.75	\$78.49	\$82.40
247.5330 to < 270.360	xx	\$80.0678.49	\$82.40	\$86.54
270.360 to < 292.5390	xx	xx	\$86.54	\$90.86
292.5390 or more	xx	xx	\$92.670.86	\$97.325.41

(xx) Note: Maximum pay rate for Column B is Range 11 and maximum pay rate for Column C is Range 12.

Faculty with earned Doctorates from regional institutional accrediting organizations shall be placed in the E column of the Salary Schedule provided that the Doctorate is *relevant to the curriculum* they are

ARTICLE 9: SALARY SCHEDULES

40 employed to teach. Once placed in the E Column, regardless of future assignments, the faculty member
41 will remain.

42 Should a faculty member be denied placement and challenge the determination by the Human Resources
43 Department, an appeal can be submitted in writing to the CHRO. Appeals must be filed within 20 days of
44 notification of denial. The appeal must be made in writing and include the reason for the challenge and
45 appropriate documentation to support the challenge claim. The CHRO will convene an Ad Hoc committee
46 comprised of the CHRO, the SCFA President, and a full-time faculty member appointed by SCFA who is

ARTICLE 9: SALARY SCHEDULES

- 1 teaching in the curriculum area. If no full-time faculty member is assigned to the area, the CHRO and
- 2 SCFA President will mutually agree upon the appointment of a third faculty member. The committee will
- 3 utilize the consensus model to reach a decision regarding the placement, and their decision shall be the
- 4 final authority with regard to this matter.

5

6 **Defining the Lecture and Lab Rate**

The Parties wish to define what exactly is included in both the Lecture Rate and Lab Rate described above in the Part-Time and Full-Time Overload Salary Schedules for Lecture and Lab above. The dollar amount described in each cell of the Salary Schedules is for a segment of time and money which includes, for instructional teaching faculty, both the pay for the time teaching and the preparation and other outside teaching related duties as described in Article 16 of this CBA. This is consistent with the Parties past intent, understanding and practice. The Parties wished to clarify what is included within the Lecture and Lab Rate time segment.

- For instructional teaching faculty in a lecture class there is one hour of lecture in class and one hour of out of class preparation and other outside related teaching duties in each segment of the lecture rate.

As an example using the Lecture Rate in cell E14 with the amount of \$127.21, when broken down this amount includes a teaching hour at \$63.61 (\$63.605) and a preparation and other outside teaching related duties hour at \$63.61 (\$63.605) in terms of their compensation.

- For Lab courses for instructional teaching faculty there is one hour of teaching and 30 minutes of preparation and other outside teaching related duties included in each segment of the Lab rate.

As an example using the Lab Rate in cell E14 with the amount of \$95.41, when broken down this amount includes a lab teaching hour at \$63.61 and 30 minutes of preparation and other outside teaching related duties at \$31.80 in terms of their compensation.

4

7 **Hours Limitation**

- 8 Part-time faculty will be limited to the hours assigned and may not exceed those limits. As an example, a part-time faculty member teaching one 3 unit lecture course (not including FLEX hours) would be limited to the hours for the semester as follows:

1 lecture unit loaded generally equates to 17 hours of teaching classroom time, then add 17 hours of preparation and other teaching related duties which equals 34 total hours for the semester. Multiply that number by 3 (since the individual is teaching a 3 unit course) and that equals 102 hours as the total maximum time allowed for teaching that 3 unit course. (17 hours classroom teaching time + 17 hours outside classroom preparation = 34 total hours per unit then X 3 units = 102 hours). In this regard, part-time faculty members shall be entitled to additional compensation only as specifically provided in this Agreement.

9 **ACA Limits**

- 10 In no case may a part-time faculty member work more than 29 hours per week, inclusive of all work either directed or permitted by the District without prior approval of the supervising AEA and the appropriate Vice President. This 29 hour limit is based upon the full time employment definitions contained within the Affordable Care Act (ACA).

ARTICLE 9: SALARY SCHEDULES

11 Time Certification

12 Part-time faculty must sign and turn in monthly certifications of hours worked. The duty to track time worked is the responsibility of the part-time faculty member. Although part-time faculty are not permitted to work beyond the hours described above in the Hours Limitation paragraph, in the event a part-time faculty member does submit a claim for work performed beyond the permitted hours and it is determined that this is work which the District is required to pay, the Parties agree the rate for such additional work will be the current minimum wage at the time the work was performed.

13 Limited Additional Compensation/Stipends

Additional work within the District is not permitted without prior administrator approval. All work for part-time faculty beyond the classroom teaching and preparation and outside teaching related duties (as described in Article 16 of this CBA), counseling, librarian duties, and FLEX professional development for which the individual has FLEX available, is not permitted without prior administrator approval. For example, a part-time faculty member may not serve on a District committee or attend additional FLEX professional development trainings beyond their available FLEX without prior administrative approval from the AEA and the appropriate Vice President.

514 Adult Non-Credit Courses

615 (Sierra Emeritus College)

716 The rate of pay for faculty teaching adult non-credit courses shall be fixed at a multiplier of .5 of the part-

817 time Lecture/Labhourly rate based upon Track II, Class C, 180240 to <202.570 units as described in the part-time faculty

918 lecture rate salary schedule in the Collective Bargaining Agreement. This step and column remains

1019 constant for all adult non-credit instruction with modification only by negotiated adjustments to the Part-

1120 Time Faculty Salary Schedule.

1221 It is further agreed that the Lecture/Labhourly rate is based upon the Carnegie Unit of a 50 minute hour, consistent

1322 with the Lecture/Labhourly rate calculation prescribed for regular academic faculty.

1423 Non-Credit Career Development & College Preparation Courses (CDCP)

1524 The rate of pay for faculty teaching a non-credit CDCP course that has been approved by the Curriculum

1625 Committee, District and Chancellors Office as eligible for enhanced funding will be the same as that for

1726 credit courses.

18

19

ARTICLE 12 – ADDITIONAL COMPENSATION

ARTICLE 12: ADDITIONAL COMPENSATION

Head and Assistant Coaches

Head coaching duties include pre-season practice, vacation practice, scouting/recruiting, evening and weekend competition, travel, supporting student-athlete academic success, administrative duties and other related coaching duties outside of a faculty assignment. Evaluation of head coaches will follow the evaluation process as outlined in Article 18.

Assistant coach duties include pre-season practice, vacation practice, scouting/recruiting, evening and weekend competition, travel, supporting student-athlete academic success, and other related coaching duties. Evaluation of assistant coaches (including assistant coaches employed as faculty and those who are not employed as faculty) will follow the evaluation process outlined in Article 18.

All Head and Assistant Coaches are eligible to receive a single stipend according to the chart below. Each head and assistant coach shall receive only one (1) stipend per sport coached. Stipends are non-transferrable.

Sport	Head Coach Maximum Total # and \$ Amount of Stipends	Assistant Coaches Maximum Total Asst. Coaches/Sport	Level A Assistant Coaches Maximum Level A Asst. Coaches and \$ Amount of Stipends	Level B Assistant Coaches Maximum Level B Asst. Coaches and \$ Amount of Stipends
TIER 1 SPORTS				
Baseball	1 @ \$10800	3	1 @ \$6500	2 @ \$3500 each
Basketball (men's)	1 @ \$10800	2	1 @ \$6500	1 @ \$3500
Basketball (women's)	1 @ \$10800	2	1 @ \$6500	1 @ \$3500
Football	1 @ \$10800	6	4 @ \$6500 each	2 @ \$3500 each
Soccer (women's)	1 @ \$10800	2	1 @ \$6500	1 @ \$3500
Softball	1 @ \$10800	3	1 @ \$6500	2 @ \$3500 each
TIER 2 SPORTS				
Diving	N/A	1	1 @ \$5508	N/A
Swimming (men's)	1 @ \$9180	1	1 @ \$5508	N/A
Swimming (women's)	1 @ \$9180	1	1 @ \$5508	N/A
Volleyball (women's)	1 @ \$9180	1	1 @ \$5508	N/A
Water Polo (men's)	1 @ \$9180	1	1 @ \$5508	N/A
Water Polo (women's)	1 @ \$9180	1	1 @ \$5508	N/A
Wrestling	1 @ \$9180	1	1 @ \$5508	N/A
Sand Volleyball (women's)	1 @ \$9180	1	1 @ \$5508	N/A
TIER 3 SPORTS				
Cross Country (women's)	1 @ \$7560	1	1 @ \$4536	N/A
Track & Field (women's)	1 @ \$7560	1	1 @ \$4536	N/A
Golf (men's)	1 @ \$7560	0	N/A	N/A
Golf (women's)	1 @ \$7560	0	N/A	N/A
Tennis (women's)	1 @ \$7560	1	1 @ \$4536	N/A

ARTICLE 12: ADDITIONAL COMPENSATION

[It should be noted that the table above becomes effective on July 1, 2023, and incorporates the changes from both the Memorandum of Understanding between the Parties regarding Athletic Coaching Stipends entered into during the 2022-2023 school year as well as the 8% salary increase included in the salary schedule for Full-Time Faculty included in Article 9 of this Agreement effective July 1, 2023. Once this clarifying language has been included in the Collective Bargaining Agreement ("CBA") for one full school year (the 2023-2024 school year), this clarifying language, within the brackets, will be automatically removed from the CBA.]

In subsequent years, (beyond the 2023-2024 school year) the Head Coach Stipend amount described in the table above will be modified by the same Salary adjustment as is applied to the Full-Time Faculty Salary Schedule in Article 9 of this CBA and rounded to the nearest dollar. The stipend amount for the Level A Assistant Coaches will be set at 60% of the Head Coach amount for each Tier and rounded to the nearest dollar. The stipend amount for the Tier 1 Level B Assistant Coach will be set at 53.8% of the Tier 1 Level A Assistant Coach amount and rounded to the nearest dollar. *[It should be noted that where the Tier 1 Level A Assistant Coach is above the 60% ratio with the Tier 1 Head Coach, which is currently the case, the Tier 1 Level A Assistant Coach will stay at its current amount (not reduced) until such time as the Tier 1 Head Coach amount has moved up enough to set the 60% amount in place. Once the 60% amount has been set in place, this clarifying language, within the brackets, will be automatically removed from the CBA.]*

The three tiers are determined by the number of student-athletes, the length of the competitive season, and number of evenings and weekends required.

The AEA, in consultation with the head coach, has the discretion to determine placement of assistant coaches in either Level A or B. Placement of assistant coaches in Level A or B shall not be subject to Article 19: Dispute Resolution and Grievances.

Coaching stipends do not count toward the limitation of part-time faculty employment (65%) as described in Article 16, nor is the assignment creditable for step movement on the part-time Lecture/Lab hourly schedule.

For Head or Assistant Coaches employed as part-time faculty coaches receiving a stipend, they will be required to turn in a monthly record of hours worked within the coaching stipend assignment. In no circumstances will the part-time faculty coach be permitted to work a number of hours that would put them below the current minimum wage for hours worked in each pay period. In the event that a part-time faculty member did exceed the number of hours permitted and the District was required to pay them for additional time, they will be paid only the amount that brings them to the current minimum wage for the pay period.

SCCP Facilitation

Full-time faculty who are appointed to facilitate up to three (3) collaborative processes for the District in an academic year shall receive a stipend of 5% of Class B, Step 2 on the full-time Faculty Salary Schedule.

This stipend is provided to those faculty members who have been jointly nominated by the Association and the District. The number of appointments for the academic year will be made jointly by the Association and the District on or about the start of the Fall Semester.

Consideration to be appointed as a facilitator includes observable experience as an apprentice facilitator and experience as a trainer/facilitator in an off-campus training session on the collaborative process.

ARTICLE 12: ADDITIONAL COMPENSATION

~~3436~~ Stipends will be paid at the end of each school year subject to verification of participation in the above.

35

ARTICLE 12: ADDITIONAL COMPENSATION

1 Internship/Career Supervision Program

2 Full-time and part-time faculty (faculty) members participating in the Internship/Career Supervision
3 Program will be paid four (4) hours at the laboratory rate of each student.

4 Faculty will be allowed up to a maximum of twenty (20) students per semester enrolled in the
5 Internship/Career Supervision Program.

6 The faculty member will be required to make two (2) student worksite visits to observe the student. The
7 first hour will be a meeting with the student to discuss the requirements of the work experience. The last
8 visit at the worksite will be for the purpose of contacting the supervisor for an evaluation of the students.
9 Faculty members will be provided with a District vehicle subject to availability. In the event a District
10 vehicle is not available, the faculty member will be eligible for mileage reimbursement to and from the
11 students' worksite.

12 Faculty members participating in the program will adhere to all the conditions set forth for the
13 Internship/Career Supervision Program.

14 Loading units for faculty member participating in the Internship/Career Supervision Program are based on
15 the following formula:

16 Each student enrolled as of the class' census date= $0.03 \text{ loading units} / 15 = 0.002 \text{ FTE (0.20\% of a load)}$.

17 Payment of the Internship Program stipend is provided as follows:

18 50% payment if the student received a "W"

19 100% payment if the student receives a grade "A, B, C, D, F or incomplete.

20 INDEPENDENT STUDY

21 Independent Study: Full-Time Faculty

22 All independent study courses are considered overload and will not be counted towards a full-time
23 faculty's regular teaching assignment(s).

24 Full-time faculty members who enroll students in independent study courses will be paid a total of one (1)
25 hour at the appropriate laboratory rate for each student per unit of credit enrolled per semester. The
26 maximum number of students enrolled by a faculty member in any given semester shall not exceed ten
27 (10).

28 Approval for each independent study project must be obtained from the appropriate educational
29 administrator prior to student registration in an independent study course. Faculty members enrolling
30 students in independent study courses will adhere to all other conditions set for the approval,
31 registration, and grading processes.

32 Payment of the independent study stipend is provided as follows:

ARTICLE 12: ADDITIONAL COMPENSATION

50% payment if the student receives a "W"

100% payment if the student receives a grade "A, B, C, D, F, or incomplete"

Independent Study: Part-Time Faculty

Part-time faculty members who enroll students in independent study courses will be paid a total of one (1) hour at the appropriate laboratory rate for each student for each unit of credit enrolled per semester. The maximum number of students in any given semester will be five (5).

Approval for each independent study project must be obtained from the appropriate educational administrator prior to student registration in an independent study course. Approval will be subject to the loading status of each part-time faculty member. Part-time faculty loading is affected based on the following calculations and example:

# Students (e.g.)	X Total Units of Credit	X .7/270 - % of a Semester Load
2	X2	x.7/270 – 1%
3	X3	x.7/270 – 2%
4	X3	x.7/270 – 3%
5	X2	x.7/270 – 2.5%

Faculty members enrolling student in independent study courses will adhere to all other conditions set for the approval, registration, and grading processes.

Payment of the independent study stipend is provided as follows:

50% payment if the student receives a "W"

100% payment if the student receives a grade of "A, B, C, D, F, or incomplete"

Evaluation Stipend: Full-Time Faculty

Faculty members are required to participate in one performance appraisal or evaluation of a full-time faculty member per year, if requested, as part of their professional responsibility under the provisions of Article 18. Any faculty member who participates as a peer evaluator beyond the required minimum of one evaluation per year shall receive a stipend of \$100 per evaluation.

Evaluation Stipend: Distance Learning Modality Experts

Faculty members who are appointed to an evaluation committee for the specific purpose of providing instructional modality expertise (see Article 18, page 18.16) will receive a stipend of \$100 per evaluation.

Distance Learning Course Development Review Stipend

Faculty members who are appointed to a review committee as part of the online or hybrid development review and approval process (see Article 22, page 22.2) will receive a stipend of \$50 per course reviewed.

ARTICLE 12: ADDITIONAL COMPENSATION

Math ILP Program Coordination Stipend

Full time faculty members who are designated as lead faculty for Individualized Learning Programs (ILP) in Algebra or Statistics are credited with one (1) loading unit of reassigned time per semester. The purpose of this reassigned time is to allow for effective program coordination including: scheduling, Classified supervision, and oversight of recordkeeping.

Mileage Reimbursement

When a full-time faculty member is assigned (excluding overload) to a location other than his/her primary work site, the faculty member will be paid at the standard District reimbursement rate for those miles in excess of the mileage normally incurred in his/her commute to his/her primary work site.

Travel Time

When a full-time faculty member is assigned (excluding overload) to a location other than his/her primary work site, the faculty member will be entitled to that amount of travel time that is in excess of the time normally incurred in his/her commute to his/her primary work site. Travel time will be calculated as assigned time and will be substituted for office hours under the assigned time provision of Article 16. If travel time exceeds six (6) hours per week, the faculty member will be compensated at the lab rate as provided in Article 9. Travel time will be calculated in increments of 30 minutes.

Parking Fee

The District agrees to pay the parking fee for one vehicle for a full-time faculty member.

The District agrees to pay the parking fee for one vehicle for a newly hired part-time faculty members for the first semester of employment. Continuing part-time faculty (2nd semester or more) shall be issued annual parking permits.

The faculty member shall pay for the replacement cost of a parking decal if stolen or lost.

Part-Time Instructional Faculty Office Hours Program

Part-Time Instructional Faculty Office Hours Program is a voluntary program which will provide compensation for one part-time instructional faculty office hour per week of scheduled instruction as long as a minimum 5% FTE assignment is maintained for the Fall or Spring sessions. For full-term semester length courses, the maximum office hours payable to faculty members maintaining a minimum 5% FTE assignment is seventeen (17) hours. This program is established in compliance with the provisions of Education Code Section 87880 to 87855 (AB 301, Chapter 933 Statutes of 1997) and other terms as further defined in the section.

Part-time instructional faculty members who wish to participate in the Office Hours program for either the Fall or Spring semester, may apply by completing the designated form and submitting the form to the appropriate educational administrator no later than the last day of the add/drop period for the course.

ARTICLE 12: ADDITIONAL COMPENSATION

Forms will be available from the area Deans. Individuals who do not submit the form by the above date are not eligible to participate in the Part-Time Instructional Faculty Office Hour Program. All other conditions/provisions of the tentative class schedules apply.

For full semester classes, the FTE assignment will be confirmed immediately after the end of the first week of the semester. For short-term classes, FTE confirmation will occur immediately after the first week the classes are held. In order to receive compensation for an office hour worked during the term the classes are held, a 5% FTE workload must be maintained.

Sick leave and other paid leaves may not be applied toward office hours as scheduled. The faculty member may not reschedule any missed office hours during the instructional time period.

Compensation provided for services rendered in the Fall and Spring semesters are as a "stipend" at a rate of \$40.00 per hour. Payment for office hours worked for full term courses will be scheduled for distribution on the February 10th payroll for the Fall term and June 10th payroll for the Spring term. Office hour payments for short-term classes will generally be scheduled for distribution 30-days after the classes are completed, on the tenth of the month payroll cycle. A maximum of one paid office hour per week of instruction conducted by a faculty member will be paid as long as the 5% load is maintained.

Part-time instructional faculty office hours do not count toward the 67% FTE limit (E.C. 87882 and 87482.5), nor is the compensation creditable for step movement on the part-time Lecture/Lab hourly schedule.

Academic Senate Reassigned Time

Each semester the District shall provide the Academic Senate with 1.4 FTE of reassigned time to be used for Senate officers and committee chairs, vice-chairs, etc. The Senate president shall designate faculty members to these positions. It is the responsibility of the Academic Senate to provide the District with a list of those faculty members receiving reassigned time or compensation prior to the end of the academic year for the next academic year.

Ordinarily, faculty serving reassigned time appointments may either be paid or reassigned from regular duties. At no time shall a faculty member be given the option of reassignment from regular duties if such a reassignment jeopardized the integrity of the program.

Compensation for Assignments in Addition to Those Covered in this Article

This does not preclude both parties to such contracts from mutually agreeing on the appropriate remuneration for services rendered.

ARTICLE 14 – WORK YEAR AND CALENDAR

ARTICLE 14: WORK YEAR AND CALENDAR

The normal work year of 175 service days, ten (10) of the 175 days are designated as “flex” days, 4 of which include institutionally scheduled activities that full-time faculty must attend (6 hours each day for a total of 24 hours) plus commencement as required in this article.

Days Beyond the Normal Work Year

The following faculty positions will be assigned additional service days beyond the normal work year. All additional days for coordinators shall consist of a workweek of thirty-five (35) assignable hours. All additional days for counselors shall consist of a workweek of thirty (30) assignable hours.

Faculty Position	Number of Days
Administration of Justice Coordinator	185
Campus Life Coordinator	180
Counselor	190
Fire Technology Coordinator	185
Learning Disabilities Specialist	190
Learning Resource Center Faculty Coordinator	195
DSPS Coordinator	195
Counseling Coordinator	195
Writing Center Coordinator	195

Additional schedule modifications for the additional days positions described above may be made on or before May 15th with prior consultation with the faculty member. Changes subsequent to May 15th of each year shall be with the consent of the faculty member.

Pay shall be at the appropriate daily rate.

Faculty members will be entitled to twenty-two (22) consecutive work days off. Leave may be taken at any time during the year based upon prior approval of the AEA.

Nursing Faculty: Extra Service Days

The work day for full-time Nursing faculty may be scheduled at any time during the academic calendar. The District will assign additional service days beyond the normal work year to Nursing faculty.

Additional schedule modifications for the Nursing faculty may be made on or before May 15th with prior consultation with the faculty member. Changes subsequent to May 15th of each year shall be with the consent of the faculty member.

All days under this section must be calendared as full service days. Pay shall be at the appropriate daily rate.

Calendar Committee

The Association will appoint up to 8 representatives to the committee. The President of the College will appoint additional representatives, while ensuring that faculty maintain a majority of representatives.

ARTICLE 14: WORK YEAR AND CALENDAR

The committee shall convene to consider and recommend the District's college calendar for the following year consistent with all applicable articles of the Agreement. The committee will present the recommended calendar to the Academic Senate for consultation and the SCFA Executive Board for approval. The Committee's approved recommendation will be forwarded to the President of the College. The action taken by the President of the College as a result of the Committee's recommendation is not a matter for grievance. Compliance with this provision shall fulfill the District's obligation to negotiate the calendar.

Holidays and Non-Student Attendance Days

The District agrees not to schedule any of the normal work year service days on any of the following days:

Independence Day	New Year's Day
Labor Day	Dr. Martin Luther King, Jr. Day
Veterans' Day	Lincoln Day
Thanksgiving Day	Washington Day
Day After Thanksgiving	Week of Spring Vacation
Christmas Day	Memorial Day
	Juneteenth

Commencement Participation

Any full-time faculty member may participate in any commencement exercise at Sierra College. Full-time faculty participating in commencement exercise may choose to attend the Rocklin, Nevada County, or Truckee campus ceremonies by notifying the AEA. All other faculty may elect to participate on a voluntary basis. There shall be no additional compensation for participating in commencement exercises.

On even-numbered years, the full-time faculty whose last names begin with the letters "A" through "K", will participate in the commencement exercises. On odd-numbered years, the other half of the full-time faculty whose last names begin with the letters "L" through "Z", will participate.

Failure of a full-time faculty member to participate in commencement when required, unless excused through any of the normal leave provisions of the Contract or by decision of the appropriate administrator, will result in the loss of one-half (1/2) day's pay calculated at the appropriate daily rate as defined in Article 9.

Collaborative Training

For the collaborative process to be maintained and supported, all full-time faculty employed are required to attend a multi-day District sponsored training session during either their first or second year of employment.

An institutionally planned flex activity is one that has been planned and offered through the college's Professional and Organizational Development (POD) department. To get an activity approved for an

ARTICLE 14: WORK YEAR AND CALENDAR

1 institutionally planned Flex activity, employees must submit a flex request form to POD in advance of the
2 event.

3 **Flexible Calendar**

4 The Flexible Calendar Program allows California Community Colleges to use one to fifteen days of state-
5 mandated 175-day instructional year for faculty development. The purpose of the Flexible Calendar
6 Program is to provide time for faculty to participate in development activities that are related to “staff,
7 student, and instructional improvement” (Title 5, section 55720).

8 Sierra College Board of Trustees has adopted the flexible calendar option allowed under Title 5, Article 2
9 §55720 et seq. The District has allocated ten (10) of the 175 required days as “flex” days, 4 of which are
10 institutionally scheduled activities that full-time faculty must attend (6 hours each day).

11 **Definitions**

12 Flexible calendar year is July 1 through June 30.

13 For institutionally planned activities flex time will be calculated in increments of a quarter hour. For
14 asynchronous online trainings through the ProDev website flex will be accounted for as designated by the
15 training.

16 A full-term course is a course that begins within one week of the first day of instruction of each semester
17 as designated in the official school calendar and ends within one week of the scheduled last day of
18 instruction in each semester.

19 Courses not subject to flex are summer school, short-term, or positive attendance courses for which hours
20 have not been reduced because of the flexible calendar.

21 Full-term assignment for special services faculty is an assignment for which hours have not been reduced
22 because of the flexible calendar.

23 Institutionally planned activities are posted in and tracked through the professional development
24 employee learning management systems (ELMS) via participation verification by facilitators. For non-
25 institutionally planned activities (i.e., External Training) faculty shall enter any External Training completed
26 during the flexible calendar year in the college’s ELMS. Hours will be recorded in the ELMS for full-time
27 faculty. Hours must be uploaded to the employee LMS by May 1st of each academic year. For part-time
28 faculty, hours must be submitted by December 15th for fall and May 15th for Spring. For full-time faculty,
29 an External Training for the academic year may be completed between May 1 and June 30 with prior
30 approval from the Flex Review Committee. The flexible calendar runs from July 1 through June 30.

31 **Flex Calendar Days**

32 Full-time faculty are accountable for fulfilling the ten (10) flex days of accountable time.

33 The 175 service days for full-time faculty shall include 4 days (24 hours) of mandatory “flex” days and 6
34 days (36 hours) of institutionally and/or non-institutionally planned “flex” activities. The 4 days (24 hours)

ARTICLE 14: WORK YEAR AND CALENDAR

of required flex activities include attendance at convocation, division meetings, and other professional development training as required by the District.

Flex days shall be converted to hours (6 hours per flex day). If faculty participate in flex activities that exceed 6 hours in a single day, those hours can still be claimed for flex. Flex days shall be accounted for a total of 60 hours during the flex year for faculty members with a full-time load.

Part-Time Flex Obligation

Part-time or overload instructional faculty shall be remunerated for flex hours for attending institutionally planned activities or non-institutionally planned activities (i.e., External Training) only when assigned to teach full-term courses or activities subject to reduction of hours under the flexible calendar. The number of hours for which part-time instructional faculty may be remunerated shall equal the number of hours per week for which the faculty member is assigned to teach full-term courses (e.g. 3 hours class per week = 3 hours of flex time per semester).

Professional and Organizational Development (POD) will provide a minimum of 10 District planned flex activities within the Fall and Spring semesters with the intent of maximizing participatory opportunities for all faculty. This will result in the ability to receive flex training in a timely and compliant manner without requiring faculty to schedule compensatory activities during a non-instructional period.

Exemptions

Regular and part-time faculty whose curriculum requires State approval such as an administration of justice program, emergency medical technology program, nursing program, and fire technology program will be exempted from the flex activities as described in this Article.

Loading Calculation

The loading formula for part-time faculty will be calculated on a regular work week of assigned time based on a normal work year as described in Article 16.

Overlap of Assigned Hours

Flex activities may not overlap assigned hours.

The Board of Trustees retains the right to determine the continuation of the Flexible Calendar Option in subsequent years after consultation with the faculty.

Flex Presenters

Any faculty member presenting workshops planned by the District shall be granted one (1) additional flex hour for each hour of presentation.

ARTICLE 14: WORK YEAR AND CALENDAR

Utilization of Credit for Coursework

Full-time faculty who receive flex activity credit for coursework cannot apply that credit toward advancement on the Faculty Salary Schedule.

Workload Outside Flexible Calendar Parameters

When courses not subject to flex are part of regular loading, full-time faculty will not have the responsibility to complete flex activities for the percent by which these courses make up their regular work load.

Flexible Calendar Obligation Review

Institutionally planned activities organized by the District are automatically approved for flex hours (see below for exceptions).

Non-institutionally planned activities (i.e., External Training) shall be reviewed and approved by the Flex Review Committee. Acceptable non-institutionally planned flex activities are:

- Workshops, webinars, conferences, and other organized professional development opportunities (not otherwise compensated by the college) that align with the faculty core competencies/outcomes and the District's goals for equity and Guided Pathways, except those that are mandated as a condition of employment
- Discipline specific trainings and professional development which may include trainings, conferences, reading books, and CTE outreach if not otherwise compensated
- Attendance at flex week department meetings
- Coursework in own field or related area (but not if used for FERC)
- Facilitation of Sierra College workshops/trainings/orientations (an additional hour of preparation time for each hour of presentation)
- Professional learning communities
- Statewide participatory governance activities, but not Sierra College governance committees
- Participation in a peer-to-peer coaching or mentoring program with colleague and/or students
- Club advising (up to 16 hours per semester)
- Honors contracts supervision (no more than 3 hours per contract)
- Student academic advising during new student orientation (when done outside of assigned time with AEA approval).
- Event Planning for Sierra College events

Activities that are considered professional responsibilities/time are not eligible as flex activities. These include, but are not limited to:

- Completing mandated trainings as a condition of employment
- Attending department meetings outside of flex week (part-time faculty can claim flex for attending department meetings throughout the semester)
- Assisting in scheduling process

ARTICLE 14: WORK YEAR AND CALENDAR

- Developing or revising curriculum
- Participating in program review
- Participating in facility and equipment process
- Participatory governance bodies (Academic Senate and subcommittees, PARAC, Strategic Council)
- Any activity that is otherwise compensated by the district through stipend or reassign time
- Engaging in routine instructional and student services activities (e.g., updating/developing curriculum, updating degrees, and revising course materials, such as PowerPoints, lesson plans, and course texts)
- Serving on participatory governance committees (part-time faculty can claim flex for serving on participatory governance committees)

Additionally, any activity for which faculty are remunerated above their regular salary shall not qualify for flex activity. If attending a conference or professional development training during an assigned day or as part of a compensated special assignment, attendance does not qualify as a flex activity.

Part-Time and Overload Faculty Requirements under the Flexible Calendar

When assigned to full-term courses or activities, part-time and overload faculty members are not required to participate in flex activities. However, part-time and overload faculty may attend institutionally planned or non-institutionally planned flex activities and be paid at the lecture rate for up to the maximum hours for which they may be paid for flex activities. One hour of flex time is available for each teaching hour per week per semester.

When assigned to courses not subject to flex, part-time and overload faculty will not have the opportunity to use these courses or activities toward the maximum hours for which they may be paid for flex activities. Full-time faculty teaching exempted course or activities are encouraged to participate in flex activities but will not be remunerated for such attendance.

Flex hours that are not submitted for remuneration by December 15th for Fall semester and May 15th for the Spring semester will be forfeited.

Utilization of Sick Leave for Flexible Calendar Obligation

For full-time faculty, if unable to complete flexible hours due to illness, sick leave may be utilized in the same manner as other assigned time.

If full-time faculty members fail to perform flex activities, those faculty members shall have their pay reduced according to the following formula:

Annual salary per salary schedule

Total assigned hours per year X flex hours missed = cost

1 **Flex Time Leaves**

2 Sick leave and personal necessity leave may be used for mandatory flex days and/or institutionally
3 planned flex days. One-half (1/2) hour of leave will be deducted for each one-half (1/2) hour of flex time
4 scheduled.

5 **Flex Review Committee**

6 The Flex Review Committee reports to the Vice President of Instruction and is chaired by the Faculty
7 Professional Development Coordinator. The membership is made up of the Faculty Professional
8 Development coordinator and the Dean of Professional and Organizational Development.

9 The Flex Review Committee will do the following:

- 10 • Meets to review ProDev Transcripts throughout the academic year.
- 11 • Reviews and approves/disapproves the External Trainings submitted by faculty.
- 12 • In collaboration with the Flex Review Committee Chair and other committee members, the
13 Joint Review Committee resolves any decision discrepancies not otherwise resolved by the
14 Flex Review Committee.

15

ARTICLE 15 – LEAVES

1 General Provisions

2 A leave is an authorized absence from duty for a specific period of time.

3 Sick Leave – Full Time Faculty

4 Accrual

5 Full-time faculty members who work a full work year shall accrue ten (10) days sick leave per year.

6 Full-time faculty members who work fewer days than a full work year shall earn sick leave on a
7 proportionate basis.

8 Assignments beyond the normal work year of 175 days, as stated in Article 14, shall earn additional sick
9 leave credit on a pro-rata basis.

10 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited
11 to each full-time faculty member.

12 Unused sick leave may be accumulated without limit.

13 Upon retirement, unused sick leave shall be coordinated with the retirement systems as provided by law.

14 Usage

15 Available sick leave days shall be translated into available hours of sick leave at the beginning of each year,
16 or at the beginning of each new assignment or change of assignment that results in a change of assigned
17 time per week.

18 Translation of sick leave days into sick leave hours shall be according to the following formula:

<u>Total days sick leave</u> 5	X	Assigned Time Per Contract/Per Week	=	Total Available Hours of Sick Leave
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19 At the end of each fiscal year, or upon a change in assignment resulting in a change in assigned time, or
20 upon retirement or termination of employment, total available hours of sick leave shall be retranslated into
21 days according to the following formula:

<u>Total days sick leave</u> 5	X	Assigned Time Per Contract/Per Week	=	Total Available Hours of Sick Leave
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22 For full-time faculty members who have combined assignment in both instructional and special service
23 areas, accrual and usage shall be maintained separately for each area.

24 Sick leave can be used in increments of one-half (1/2) hour. The total hours accrued sick leave will be
25 reduced an hour-for-hour basis for each hour of assigned time the full-time faculty member is absent.

ARTICLE 15: LEAVES

- 1 If an instructor's assignment includes partial hours, we round down if the time is less than 15 minutes and
2 round up to the nearest ½ hour if the minutes are 15 or more.

- 3 Examples:

Class Meeting Time	Usage	Class Hour
8:00-9:05	1 hour	1.3
8:00-9:10	1 hour	1.4
8:00-9:15	1 ½ hours	1.5
8:00-9:20	1 ½ hours	1.6
8:00-9:25	1 ½ hours	1.7
8:00-9:30	1 ½ hours	1.8
8:00-9:35	1 ½ hours	1.9
8:00-9:50	2 hours	2.0

- 4 Sick leave need not be accrued prior to taking such leave and sick leave may be taken at any time during the
5 fiscal year.

- 6 A full-time faculty member who leaves the District and has used more sick leave than they have earned, will
7 have the appropriate amount deducted from their final salary warrant.

8 **Notification**

- 9 A faculty member who must be absent due to illness or injury must notify the office of the appropriate Dean
10 or supervisor of intended absence prior to the start of their work day unless conditions make notification
11 impossible. In such case, notification should be made as soon as possible.

- 12 Upon return, the faculty member shall complete the agreed upon absence form available in the Manual of
13 Forms.

14 **Doctor Verification**

- 15 A faculty member absent for five (5) working days or more may be required to present a doctor's statement
16 stating the nature of the illness or injury and the date the faculty member is able to return. If the supervisor
17 has reason to believe the faculty member is abusing sick leave privileges, the supervisor shall so notify the
18 faculty member in writing and give the faculty member an opportunity to respond, and may require that the
19 faculty member provide a doctor's statement to verify the illness or injury.

20 **Overload**

- 21 Full-time faculty shall earn overload sick leave equal to 6% of the total overload hours contracted per
22 semester. Full-time overload sick leave shall be credited no later than one week after census.

- 23 Overload sick leave hours shall not be accumulated beyond the semester in which it is earned, shall be
24 zeroed out at the end of each academic semester and shall not be used for STRS or PERS service credit.

1 **Sick Leave – Part-Time Faculty**

2 Part-time faculty employees shall accrue sick leave equal to 6% of the total hours contracted (assigned time, example: in class or counseling time, etc.) per semester.

3 The part-time faculty sick leave shall be credited no later than one week after census. Part-time faculty who
4 teaches less than .5 of a loading unit (<9 hours of lecture load, or <27 hours of lab load, or <18 hours of
5 activity load unit) during any semester shall not accrue sick leave in accordance with this article.

6 Part-time faculty may apply personal necessity leave in lieu of authorized sick.

7 Part-time faculty who are provided a contract to teach in the Fall or Spring Semesters and due to an
8 accident or serious illness as verified by a physician prior to commencing the semester and are unable to
9 perform the obligations of the part-time assignment may apply accrued sick leave toward the scheduled
10 hours.

11 Part-time faculty sick leave accruals shall be accessible on Sierra College's intranet.

12 Unused sick leave for part-time faculty shall be accrued pursuant to the provisions of Ed Code Section
13 87781.

14 **Notification**

15 A part-time faculty member who must be absent due to illness or injury shall notify the office or the
16 appropriate Dean or supervisor of intended absence prior to the start of their work day unless conditions
17 make notification impossible. In such case, notification should be made as soon as possible. Part-time
18 faculty shall report sick leave usage based on the class contracted hour(s) missed.

19 **Summer School Sick Leave**

20 All summer instructional faculty shall be granted one (1) absence of sick leave per class taught not to be
21 accumulated.

22 All summer special services faculty shall be granted 6% of the total hours contracted for the summer not be
23 accumulated.

24 Faculty members may apply accrued sick leave toward summer school session in case of extended illnesses
25 or injuries as verified by doctor's statement.

26 **Additional Sick Leave**

27 At the beginning of each fiscal year, each full-time faculty employee shall be credited with a total of 100
28 working days of paid additional sick leave which shall be compensated at 50% or more of the employee's
29 regular salary.

30 Such paid leave becomes available only after the faculty employee has exhausted all entitlement to sick
31 leave.

ARTICLE 15: LEAVES

1 For purposes of counting, the 100 days shall begin to run on the eleventh day of absence of the school year
2 due to illness or accident.

3 The amount a faculty is paid while such leave is running shall not exceed the employee's regular pay. This
4 leave shall not accumulate from year-to-year. Additional sick leave can only be used for extended illnesses
5 or injuries. In any event, the absence or illness must be verified by a physician.

6 **Personal Necessity Leave**

7 A maximum of six (6) days leave may be used by the full-time faculty at his/her election, in cases of personal
8 necessity, for any of the following:

- 9 • Death or serious illness of a member of the faculty's immediate family when additional leave is
10 required beyond that provided in the bereavement leave provisions of the Agreement.
- 11 • Accident, involving the faculty's persons or property of a member of the immediate family.
- 12 • Appearance in any court or before any administrative tribunal as a litigant, party, or witness under
13 subpoena or any order made with jurisdiction.
- 14 • Other reason, solely with prior approval and within the discretion of the AEA.

15 Members of the "immediate family" shall mean:

- 16 • Any member of the immediate household of the faculty member.
- 17 • Mother, father, son, daughter, grandmother, grandfather, or grandchild of the faculty member or
18 of the faculty member's spouse or domestic partner.
- 19 • Spouse, domestic partner, son-in-law, daughter-in-law, brother, sister of the faculty member.

20 Up to two (2) days may be utilized by the faculty for personal business with 24 hours prior notification, if
21 circumstances permit, to the AEA.

22 When circumstances permit, full-time employees are required to request personal necessity leave from
23 their immediate supervisor prior to the start of their work day in which the absence is requested. It shall be
24 the faculty's responsibility to identify the nature of the absence, if applicable, immediately upon return.

25 Personal necessity is charged against sick leave.

26 **Birth and Adoption Leave**

27 A full-time faculty member is entitled to up to ten (10) days paid leave each year (non-accumulative) for the
28 purposes of childcare after birth or adoption, or processing an adoption. Birth and Adoption leave stands
29 alone and shall not be deducted from other leave entitlements.

30 Part-time faculty shall be entitled to the equivalent of two consecutive calendar week assignments paid
31 leave each year (non-accumulative) for purposes of childcare immediately after the birth or adoption, or
32 processing an adoption. Birth and Adoption leave stands alone and shall not be deducted from other leave
33 entitlements. Part-time faculty shall provide a minimum of 30 days advanced written notice to their AEA of
34 their intent to utilize Birth or Adoption Leave. In case of unforeseen circumstances when 30 days' notice is

ARTICLE 15: LEAVES

impracticable, the part-time faculty shall contact their AEA as soon as possible regarding the need to access their Birth or Adoption Leave.

Bereavement Leave

The District agrees to grant necessary leave of absence with pay at the full-time faculty's full salary not to exceed three (3) days if less than 250 miles travel is required or five (5) days if more than 250 miles or out-of-state travel is required on account of the death of any family member of the immediate family of the employee as defined previously in this Article.

The District agrees to grant a necessary leave of absence with pay at the part-time faculty's salary not to exceed three (3) consecutive scheduled days in a workweek if less than 250 miles travel is required or five (5) consecutive scheduled days in a workweek if more than 250 miles or out-of-state travel is required on account of the death of any family member of the immediate family of the employee as defined previously in this Article.

It shall be the faculty member's responsibility to verify a bereavement leave upon return to work by filling out and signing the absence verification form.

Bereavement Leave stands alone and shall not be deducted from other leave entitlements. The Superintendent may grant additional days of absence with compensation in cases of demonstrated need.

Industrial Accident and Illness Leave

Full-time faculty who sustain an injury or illness arising directly out of and in the scope of their employment shall be eligible for a maximum of 60 working days of paid leave in any one fiscal year.

Commencement of Industrial Accident or Illness Leave

Industrial Accident or Illness Leave shall commence on the first day of absence. Industrial Accident or Illness Leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation.

Usage

Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness under this section has been exhausted, entitlement to other sick leave, or other paid leave shall be used. If, however, a faculty member is still receiving temporary disability payments under the workers' compensation laws of the State at the time of the exhaustion of benefit under this section, he/she shall be entitled to use only so much of his/her accumulated and available sick leave or other paid leave, which when added to the workers' compensation award provides for a day's pay at the faculty member's full-time salary. Payment for salaries on any day shall not, when added to an award granted under the workers' compensation laws of this State, exceed the normal wage for the day.

ARTICLE 15: LEAVES

This leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the faculty member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

Upon exhaustion of all leaves provided, the faculty member may request a leave of absence without pay not to exceed the remainder of the school year plus one year.

Jury Service Leave

The District agrees to grant full-time faculty called for jury duty leave of absence without loss of pay for the time the faculty member is required to perform jury duty during the faculty member's regular scheduled work day.

The District agrees to grant part-time faculty members called for jury duty leave of absence without loss of pay for the time the part-time faculty member is required to perform jury duty at a time that is scheduled during the faculty member's scheduled assigned time.

The District shall pay the faculty member the difference, if any, between the faculty member's regular salary and the amount received for jury duty less meals, travel, and parking allowances. Fees received from jury service rendered during any portion of the faculty member's regularly scheduled work day shall be turned over to the Payroll Department.

Faculty members called for jury duty shall notify their supervisor of service date(s) upon receiving notice from the officer of the court.

Upon completion of jury service, it shall be the faculty member's responsibility to verify dates and hours of service.

Military Leave

Faculty of the District shall be granted military leave to which they are entitled, under law, as full-time or part-time faculty employees. Faculty members shall be required to request military leaves in writing, and upon request, to supply the District with orders and status reports.

Sabbatical Leave

General

Sabbatical leaves may be granted to full-time faculty employees for study, research, and other professional development plans acceptable to the Board of Trustees.

Type of Sabbaticals:

Year – 2 consecutive semesters

Semester – any one semester

Eligibility

A sabbatical leave applicant must have rendered a minimum of six (6) consecutive years of full-time service with the District prior to the commencement of his/her first sabbatical leave. After completion of his/her first sabbatical leave, a faculty member may apply for additional sabbatical leaves every six (6) consecutive years of full-time service with the District.

Number of Leaves

The number of sabbatical leaves granted is at the discretion of the Board of Trustees. A maximum of 6% of eligible faculty members may be granted sabbatical leaves as charged to a school year. All approved sabbatical(s) shall be charged to the subsequent school year to determine eligibility for the following school year. A sabbatical for one year or one semester shall be counted as "one".

Compensation

Salaries of faculty employees for the academic year during which his/her sabbatical leave occurs shall be as follows:

- Full academic year – 80% of annual salary
- Full semester – 95% of annual salary

During the academic year in which the sabbatical is granted, the faculty member may receive non-District compensation for sabbatical-related activities, which when added to the District-paid compensation will not exceed 100% of the faculty member's regular salary. Compensation for sabbatical-related activities in excess of this amount must have prior authorization by the Board of Trustees.

Under special circumstances the teaching of an overload while on sabbatical may be permitted if the sabbatical proposal includes the overload and the overload is recommended for approval by the Sabbatical Leave Committee.

The recipient (faculty member) of a full- or half-year sabbatical shall be required to both return to District employment for a period of service equal to twice the length of his/her sabbatical leave and comply with the terms of his/her approved sabbatical leave. The sabbatical leave recipient shall be required to furnish a bond or sign an agreement obligating him/her to make restitution to the District in the full amount of annual salary (one half annual salary in the case of a half-year sabbatical) for either failure to return to District employment for a period of service equal to twice the length of his/her sabbatical leave or failure to comply with the terms of his/her approved sabbatical leave.

The sabbatical leave shall be considered as time in service in the District for salary schedule purposes.

Sabbatical Leave Committee

The Sabbatical Leave Committee shall consist of the following:

- Vice President of Instruction, Chair
- Appropriate Educational Administrator (AEA) – at least one representing each of the instructional divisions and at least one representing Student Services, with a minimum of six (6) up to a maximum of eight (8).
- Faculty member selected by the Association, with a minimum of six (6) up to a maximum of eight (8).

Process for Granting Sabbaticals

The Committee will agree on its own procedures. By October 15th of each year, the Sabbatical Leave Committee shall prepare and publish a statement of sabbatical criteria regarding sabbaticals for the following year.

Applicants for sabbatical leave must submit a Sabbatical Leave application which includes a detailed description of the proposed program.

Sabbatical leave applications must be submitted to the Vice President of Instruction no later than the first instructional day in December of the year preceding the academic year for which the sabbatical leave is requested.

The Sabbatical Leave Committee shall meet within the second week of December to screen applications for sabbatical leaves and hear proposal presentations by applicants.

The Committee shall forward the names of those faculty members recommended for sabbaticals to the President in force-ranked order. Those faculty members not recommended shall be notified of denial.

Faculty members whose sabbatical requests are denied shall be given an opportunity to meet with the chairperson to discuss the reasons for denial.

The President will review the sabbatical leave proposals submitted by the Committee and determine the number to be recommended. The final list will be forwarded to the Board of Trustees. Faculty members will be notified of the Board of Trustees approval of sabbatical leaves.

Return from Sabbatical

Within thirty (30) days after the beginning of the term following the sabbatical, a written report shall be submitted to the Sabbatical Leave Committee including, where applicable:

- A transcript of work taken and units earned.
- A summary of his/her travel or activities.
- A statement of the educational benefits derived.

- Evidence that the objectives stated in the initial application have been met.

A faculty member shall not be considered as having completed the requirement of a sabbatical leave until the report has been approved by the Committee and the President.

Upon the faculty member's return from leave, he/she shall be entitled to return to the position held at the beginning of the leave, if it exists, or to an equivalent position.

No grievance may be filed in regard to any decision of the Sabbatical Leave Committee other than for alleged procedural violations.

IN-SERVICE LEAVE

General

Full In-Service Leave (100%)

Full-time faculty employees may request a leave of absence without pay for up to two (2) years in full semester increments for study, research, related employment, travel or other activities to increase their knowledge, skills, and abilities necessary to perform their duties upon approval of the Board of Trustees.

Partial In-Service Leave (Less than 100%)

Partial In-Service leave may be requested for the same purposes as stated above.

Eligibility

A full-time faculty member may request an in-service leave upon completion of three (3) consecutive years of service. Such leave may be granted not more than once every five (5) years. Such leave shall not be counted in computing the next five-year period which must elapse before the granting of another in-service leave.

Number of Leaves

The maximum number of full-time faculty on such leave at any one time may not exceed five percent (5%) of full-time faculty in the bargaining unit.

Employment Status

Time spent on an in-service leave shall be considered as time in active status for salary step advancement and for sabbatical leave eligibility.

During an in-service leave, benefits will be provided only if the faculty member complies with the provisions of Sabbatical Leaves (above) regarding posting a bond or signing an agreement as specified therein. This provision is subject to the approval of the carriers.

ARTICLE 15: LEAVES

1 During an in-service leave, the faculty member's date of first paid service shall remain unchanged.

2 The granting of an in-service leave gives an employee the right to return to the position held at the
3 beginning of the leave if it exists, or to an equivalent position.

4 **In-Service Leave Committee**

5 The Committee will consist of the Vice President of Instruction, a member appointed by the Association, and
6 the applicant's Dean.

7 **Application/Return from Leave**

8 The application for such leave must be submitted at least one semester prior to commencement of the
9 leave.

10 A faculty member requesting such a leave shall submit in writing a detailed description of the study,
11 research, related employment, travel, or other activity identifying particularly those areas that will improve
12 his/her ability to carry out the duties and functions of his/her job.

13 Upon return from the in-service leave, the faculty member will submit in writing a detailed report of the
14 objectives accomplished and a plan for the implementation of the acquired skills as it related to their job.

15 The recipient of the in-service leave shall, if the Board of Trustees directs, sign an agreement obligating the
16 recipient to notify the Board of intent not to return. In the case of leaves of a year or longer, such
17 notification shall be made six (6) months prior to the date expected to return. In the case of leaves of one (1)
18 semester, such notification shall be made thirty (30) days prior to the date expected to return.

19 A faculty member who does not return upon completion of the leave shall be deemed to have abandoned
20 his/her position.

21 **Leave of Absence without Pay**

22 A leave of absence without pay may be granted to a full-time faculty member upon written request of the
23 employee and the approval of the immediate supervisor and the Board of Trustees.

24 Leaves of absence, without pay, may be granted for a period not to exceed one year. This sub-section allows
25 a full-time faculty member to apply for additional leave without pay by following the guidelines of this
26 section.

27 During periods of absence without pay under this section, benefits will not be paid by the District. However,
28 faculty members may purchase health insurance by paying the premium to the Business Office no later than
29 the eighth (8th) day of the month preceding the month of coverage. If a premium payment is not received
30 by the Business Office by this date, the coverage will be terminated and may not be reinstated until the
31 faculty member returns to active status. The above provisions are subject to the rules and regulations of the
32 health carriers.

ARTICLE 15: LEAVES

Time spent on an unpaid leave under this section shall not be considered as time in active status for salary step advance. However, the faculty member's date of first paid service shall remain unchanged.

Upon the faculty member's return from leave, he/she shall be entitled to return to the position held at the beginning of the leave, if it exists, or to an equivalent position.

A faculty member who does not return upon completion of the leave shall be deemed to have abandoned his/her position.

Reduced Load

A full-time tenured faculty member may request a reduced load for one semester or one year for any purpose. The request must be submitted in writing to the appropriate Dean in the semester preceding the requested leave.

Faculty members who are on reduced load shall have their flex time reduced by the same percentage amount as their percentage of reduced load. The faculty member shall be required to attend the mandatory institutionally planned days and any reduction shall be applied to their individually planned days.

A reduced load shall be maintained at sixty percent (60%) or more as defined in Article 16. Salary and benefits shall be prorated according to the percent of load retained, and the faculty member will contribute the remaining amount to continue health and welfare benefits at 100% of the full-time level, subject to carrier approval.

The Vice President of Instruction, subject to Board approval, shall send a written notice of approval or disapproval of a reduced load request to the faculty member within a reasonable time after the request is made. When a reduced load request is disapproved, a reason for the action shall be given in the written notice.

Leave of Absence with a Disability Allowance

A member of the faculty who is applying for a disability allowance or for whom the District is applying for disability allowance shall be given a leave of absence without pay for a duration not to exceed 30 days beyond final determination of the disability allowance by S.T.R.S. If the employee is determined to be eligible for disability allowance by the system, such leave shall be extended for the term of the disability, but not more than 39 months. Continuation of benefits under this leave shall adhere to the provisions as outlined in Article 13 of this Agreement.

Catastrophic Leave

The District Board is authorized to grant additional leave in accordance with Education Code Section 87764.4.

In the event of catastrophic illness or injury, the District agrees to provide catastrophic leave to a full-time faculty member in accordance with the following provisions:

ARTICLE 15: LEAVES

1 “Catastrophic illness or injury” means an illness or injury that is expected to incapacitate the faculty member
2 for an extended period of time.

3 The faculty member has exhausted all entitlement to sick leave and has submitted a claim for income
4 protection benefits.

5 The District will supplement the pay of the faculty member to 100% of contract until such time as the
6 employee is eligible for the long-term disability payments which commence at the 61st work day of absence.

7 All requests for catastrophic leave must be approved by the standing committee comprised of two (2)
8 representatives from the District and two (2) representatives from SCFA.

9 Faculty who assume the duties of the absent faculty member will be compensated at the appropriate ~~hourly~~
10 rate of pay.

11 The amount paid shall be decreased by extended leave benefits paid as a result of Education Code Section
12 87780. If the code section is modified, this leave program will sunset and the parties will meet to negotiate a
13 successor program.

14 Any reimbursement received by the faculty member from workers’ compensation or STRS for payments
15 previously received for catastrophic leave will be returned to the District.

16 **Catastrophic Leave Program for Part-Time Faculty**

17 Part-time faculty may donate eligible sick leave hours to a part-time faculty colleague when that employee
18 suffers from a catastrophic illness or injury. For purposes of this program, the terms are defined as follows:

- 19 • “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the
20 employee for an extended period of time, and taking extended time off work creates a financial
21 hardship for the employee because he or she has exhausted all of his or her sick leave and other
22 paid time off.
- 23 • “Eligible leave credits” means sick leave accrued to the donating employee.
- 24 • “Part-time faculty” is identified as employees of the District whose status is exclusively that of the
25 employee group whose employment status with the District is certificated and part-time.
26 Excluded from this provision are all other groups including Administrators, Regular Contract
27 Certificated faculty teaching regular and overload sections, and Regular Classified staff contracted
28 to teach.
- 29 • “Representative of employee” is one to whom the employee has given medical power of attorney
30 in such cases where the employee is unable to represent him/herself due to incapacitation
31 resulting from a catastrophic illness or injury.

32 For purposes of this program, the following conditions are not covered: elective surgery; normal
33 pregnancy; worker’s compensation claims; disabilities resulting from substance abuse;
34 intentionally self-inflicted injuries; or, normal illnesses, such as colds, flu, allergies, headaches,
35 etc.

1 Eligibility to Receive Donated Leave

2 Part-time faculty who wish to participate in this program should contact Human Resources to obtain
3 information pertaining to medical absence reporting and required documentation. Upon verification and
4 approval by the Associate Vice President-Human Resources, eligible leave credits may be donated to a part-
5 time faculty member for a catastrophic illness or injury if all of the following requirements are met:

- 6 • Part-time faculty who are provided a written offer to teach by the District in either a Fall or Spring
7 semester, or who have initiated their contractual agreement, and due to catastrophic illness or
8 injury prior to the commencement of the semester may apply donated leave credits upon
9 exhaustion of all accrued paid leave credits.
- 10 • The potential recipient or their representative must complete the "Part-Time Faculty Catastrophic
11 Leave Request Form."
- 12 • The potential recipient or their representative provides a physician's statement of verification of the
13 catastrophic injury or illness to Human Resources each semester, if needed. All medical information
14 is held in confidence by Human Resources.

15 Donation Process:

16 If the transfer of leave credits is approved, any part-time faculty may donate eligible leave credits at a
17 minimum of one hour increments thereafter, to a maximum of 16 hours per catastrophic illness. Requests
18 for sick leave credits will be addressed on an individual basis. Human Resources will notify part-time faculty
19 by District email of an eligible candidates request for donation.

- 20 • A donating part-time employee must retain no fewer than 9 hours of sick leave on record to be
21 eligible to donate sick leave hours.
- 22 • All transfers of eligible leave credits are irrevocable. Part-time faculty who are donating sick leave
23 must complete the Part-Time Faculty Catastrophic Leave Donation Form" available at Human
24 Resources.
- 25 • **IMPORTANT:** Sick leave accrual is a component of the CalSTRS/PERS retirement pension calculation.
26 Since the donation of sick leave is irrevocable, the donating employee transfers all rights to the
27 accrued leave. Donating employees are required to sign a leave waiver form.
- 28 • Any unused donated sick leave will be transferred to a pool of donated leave to be used for the next
29 catastrophic illness or injury event as defined in the program.

30 Use of Donated Leave by Recipient:

31 The maximum amount of time for which donated leave credits may be used may not exceed any one
32 semester and no more than two semesters in a five year period. Donated sick leave will not be used in
33 excess of the District's contractual offer of employment nor will it be counted toward attainment of regular
34 employment.

35

ARTICLE 15: LEAVES

1 **Family and Medical Leave**

- 2 Faculty members of the District shall be entitled to family and medical leave pursuant to state and federal
- 3 law.

ARTICLE 16 – WORK LOAD

ARTICLE 16: WORKLOAD

1 Definitions

2 For purposes of this article only, the following terms shall be defined as follows:

3 Work Day

4 Is the period of assigned time which shall occur within the range of 6:30 a.m. to 10:30 p.m. except for
5 athletic events and/or field trips, Nursing instructional program and Student Government Advisor.

6 Work Week

7 Shall consist of forty (40) hours, including assigned time and unscheduled time, from Monday through
8 Sunday.

9 Preparation and Other Outside Teaching Related Duties

810 These duties include, but are not limited to, course preparation, preparing lectures and lab lessons, developing and grading assignments and exams, providing grading feedback, preparing classroom syllabi, selecting texts and other teaching materials, Learning Management System (LMS) preparation, completing legally required training, participation in the evaluation process, attending required meetings, and communicating with students, any communications with the District employees, course materials and other instructional matters.

911 Assigned Time – Instructional Faculty

1012 Is time which includes lecture hours, laboratory hours, office hours, and other assignments. Full-time
13 faculty are required to have not less than twenty-two (22) hours of assigned time per week.

14 In the previous version of the CBA as described in Article 1 regarding Parity for Part-time teaching faculty, the general breakdown of hours for Full-Time Faculty amounting to a roughly 40 hour work week, although faculty are exempt and do not always work exactly 40 hours, was as follows per semester:

15

16 Fifteen (15) Hours Teaching

17 Ten (10) Hours of Preparation and other outside related teaching duties and responsibilities as described above in this Article.

18 Seven (7) Hours Office Hours (The 15 Teaching hours and the 7 office hours together equaled the 22 hours of assigned time for full-timers and Part-time faculty do not have the required office hours and those who choose to offer office hours are paid separately for those office hours)

19 Eight (8) Hours of other professional duties such as service to the District, service on campus committees, hiring committees, participatory governance etc..

20

21 The Lecture Teaching related portion of the full-timers work load was 25 hours under the previous model (15 teaching hours + 10 prep hours = 25 hours). That 25 hours out of the general 40 hour work week equated to 62.5% as the parity for part-time teaching faculty.

22

23 The Parties now desire to change the formula for a full-time instructional faculty member to be as follows per semester:

24

25 Fifteen (15) Hours teaching

26 Fifteen (15) Hours preparation and other outside teaching related duties and responsibilities as described above in this Article

27 Seven (7) Office Hours (The 15 teaching hours and the 7 office hours together equal the 22 hours of assigned time for full-timers and part-time faculty do not have the required office hours and those who are eligible and choose to offer office hours are paid separately for those office hours)

28 Three (3) Hours of service to the College, including, but not limited to, service on campus

ARTICLE 16: WORKLOAD

committees, hiring committees, service on evaluation committees of colleagues, participatory governance etc.

29

30 The Lecture Teaching related portion of the full-timers work load will now be 30 hours (15 teaching hours + 15 prep hours = 30 hours). That 30 hours out of the general 40 hour work week equates to 75% as the parity for part-time teaching faculty. Part-time faculty do not have a specific office hour requirement like full-time faculty do; however they may utilize office hours pursuant to Article 12 (Part time instructional Office Hours Program p. 12.5) which are paid separately. Part-time faculty do not have a District service obligation like full-time faculty do.

1131

1232 Assigned Time – Special Services Faculty – Librarians and Coordinators (as defined in 1333 Section 14.1)

1434 Is time which includes services and activities related to assignment. Special Services faculty are required to
1535 have not less than thirty-five (35) hours of assigned time per week.

1636 Assigned Time – Special Services Faculty – Counselors and Learning Disability 1737 Specialists

1838 Is time, which includes services and activities, related to assignment. These special services faculty are
1939 required to have not less than thirty (30) hours of assigned time per week.

2040 Unit

2141 Is that amount of credit received by the student.

2242 Loading Unit

2343 Is the equivalent value a faculty member receives for a lecture and/or laboratory hour.

2444 Primary Work Site

2545 Is the campus location of the majority (51% or more) of the faculty member's assigned time for the semester.

2646 Appropriate Educational Administrator (AEA)

47 For example, one of the following: Vice President; Executive Dean; Dean; Associate Dean.

48 STRS Creditable Service Hours for Part-Time Faculty

2749 For Sierra College part-time instructional faculty assignments, the number of hours that equals "full-time" creditable service for purposes of STRS reporting is currently and has historically been 540 hours. For non-instructional part-time faculty assignments that number of hours is currently and has historically been 1050 hours. (Education Code Section 22138.5)

28 Professional Time – Instructional Faculty

29 Includes not less than eighteen (18) hours per week of classroom preparation and professional activities
30 such as, but not limited to, grading, departmental staff meetings, recordkeeping, course development,
3150 program development, and committee participation.

32

Professional Time – Special Services Faculty – Librarians and Coordinators (as defined in Section 14.1)

Includes not less than five (5) hours per week of professional activities such as, but not limited to recordkeeping, program development, and committee participation.

Professional Time – Special Services Faculty – Counselors and Learning Disability Specialists

Includes not less than ten (10) hours per week of professional activities as follows:

- a) Mandatory meetings: two (2) hours per week of Common Professional Time (CPT) or two (2) hours per week of training (CTRAIN). The total annual mandatory meetings obligation shall include forty (40) hours of CPT and forty (40) hours of CTRAIN for a total of eighty (80) hours per year.
 1. CPT: The purpose of CPT is to provide common, scheduled departmental time to identify and resolve student issues and concerns; assist in developing or revising academic policies and procedures; and/or create or improve programs and services. It may include: direct service-related meetings and work groups, meetings with or among other counselors, management, classified staff, programs and departments. CPT shall be scheduled in Microsoft Outlook.
 2. CTRAIN provides regular professional development in service training. The annual schedule will be developed by the AEA in consultation with the designated Counselor Lead and disseminated to Counselors. CTRAIN shall be scheduled in Microsoft Outlook.
- b) Eight (8) hours per week of recordkeeping, professional development, shared governance activity, committee participation, voluntary and required evaluation actions, hiring committee activities and meetings, program development, and all other duties not included in the 30 hours of direct scheduled student contact per week, CPT or CTRAIN.

1 **GENERAL PROVISIONS**

2 **Minimum/Maximum Class Sizes**

3 This Article does not change the District's responsibility to establish minimum and maximum class sizes
4 and to establish work load schedules.

5 **Voluntary Assignments**

6 Faculty members will not be prohibited by this Article from accepting additional assignments or activities
7 on a voluntary basis. Faculty volunteering for additional courses without pay shall receive the course
8 hours as part of their non-instruction assigned time.

9 **Elapsed Time between Daily Assignments**

10 The District will provide at least nine (9) hours of consecutive elapsed time between the end of the last
11 regular contract assignment on one day and the beginning of the first regular contract assignment on the
12 following day. With the faculty member's consent, there may be fewer than nine (9) hours of consecutive
13 elapsed time.

14 **Faculty Loading – Instructional**

15 One (1) lecture hour (classroom time) equals one (1) loading unit.

16 One (1) non-credit CDCP lecture hour (classroom time) equals one (1) loading unit.

17 One (1) laboratory hour (lab time) equals seventy-five hundredths (.75) of a loading unit.

18 One (1) non-credit CDCP laboratory (lab time) hour equals seventy-five hundredths (.75) of a loading unit.

19 One (1) adult non-credit hour (classroom time) equals five-tenths (.5) of a loading unit.

20 A full-time yearly work load shall consist of at least thirty (30) loading units.

21 No more than eighteen (18) loading units may be assigned per semester without the consent of the
22 employee.

23 If the yearly work load exceeds thirty (30) loading units, no additional loading units will be added without
24 the faculty member's consent. Additional loading units above thirty (30) shall be compensated at the
25 appropriate part-time Lecture/Lab hourly rate.

26 If the yearly work load is less than thirty (30) loading units, additional loading unit may be assigned
27 without the faculty member's consent.

28 **Assigned Time – Instructional Faculty**

29 Full-time faculty will maintain a minimum of twenty-two (22) hours per week of assigned time exclusive of
30 the extra service days.

31 All time shall be assigned and scheduled by the AEA and reflected on the assigned time card.

32 Flex activities must not overlap assigned hours during the regular school year, or any special service days
33 for which the full-time faculty member is compensated.

Office Hours

Seven (7) office hours per week are required for full-time faculty teaching fifteen (15) lecture hours per week. Office hours shall be at one-half (1/2) or one hour increments. *After the first one-half hour increment the office hour may occur at a fifteen (15) minute increment, however leave taken during office hours will be taken in 30 minute increments. (As an example a faculty member could have a 45 minute office hour session, however if they were out on leave during that time the leave would be deducted for one hour.)*

Faculty teaching online courses may conduct online office hours based upon a ratio of one (1) online office hour per three (3) loading units of instruction.

A minimum of one (1) office hour per week is required for full-time faculty teaching lecture and/or laboratory/activity courses where the regular teaching assignment exceeds fifteen (15) hours per week.

The maximum number of office hours per week shall not exceed nine (9) hours.

Non-Traditional Schedules

Full-time faculty may submit non-traditional schedules. In the interest of maintaining quality and standards of educational excellence to the benefit of students, departments and the institution, the AEA shall receive and review faculty proposals from non-traditional schedules within the following guidelines.

Assigned hours configured without regard to minimum hours per day.

The non-traditional schedule shall not preclude participation in professional time as defined in this Article.

The District and SCFA will review requests that have not received concurrence from the AEA. The District and the Association agree to conduct an annual review.

ASSIGNED TIME – SPECIAL SERVICES FACULTY

Assigned Time – Special Services Faculty – Librarians and Coordinators (as defined in Section 14.1)

These special Services faculty shall maintain a scheduled work week of thirty-five (35) hours per week.

Assigned Time – Special Services Faculty – Learning Disability Specialists

These special services faculty shall be assigned and maintain a scheduled workweek of thirty (30) hours per week of scheduled student contract. Student contact time shall be scheduled by the AEA in the counseling scheduling system.

Assigned Time – Special Services Faculty – Counselor

These special services faculty shall be assigned and maintain a scheduled workweek of thirty (30) hours per week of scheduled student contact. Student contract time shall include but is not limited to: face to face counseling, academic, career, transfer, personal, crisis counseling, phone & email appointment, “live

ARTICLE 16: WORKLOAD

chat," facilitating or assisting with new student group counseling, on-campus class and program presentations to current and prospective students, TAG Review, pre-requisite clearances and dismissal appeal reviews. Student contact time shall be scheduled by the AEA in the counseling scheduling system.

Special Service Faculty Overloads

Full-time Special Services Faculty who teach an overload course shall be paid at the appropriate part-time ~~Lecture/Lab~~hourly rate per Article 9. Full-time Special Services Faculty who counsel as an overload shall be paid at the appropriate part-time ~~hourly~~ laboratory rate per Article 9.

Review of Counselor Work Schedules

An advisory committee may be formed to review and make recommendations on the annual counselor work schedule as developed by the AEA. The committee shall be comprised of a member from General Counseling, a member from another special services unit, and two educational administrators.

Reassignment of Faculty

Reassignments of full-time faculty to special projects (projects limited in duration, as Accreditation Self-Study Chair, Task Force Chair, Chair for Special Grants) shall be for up to 100% of a full-time load for a semester or for a full academic year. Such faculty shall be responsible for the same flex and commencement assignments.

A 100% work week for such faculty shall consist of forty (40) hours devoted primarily to the assigned task. A reassignment of less than 100% shall be pro-rated based on a forty (40) hour work week. The work week may also include professional activities such as, but not limited to, staff meetings, program development, and committee participation.

Special projects faculty shall not be required to submit a scheduled work week of assigned time, but shall accrue sick leave at the same rate as instructional and/or special services faculty and shall be subject to the same provisions for leave except as follows:

Sick leave, personal necessity leave, and personal business leave will be reported to the office of the appropriate educational administrator and taken in accordance with Article 15, Sick Leave, of the Faculty Agreement. At the end of each fiscal year or at the return of the special projects faculty to regular instructional or special services duties; total available sick leave will be reported back to the appointee in terms of days.

Conflicts Arising from Cancellation in Full-time Faculty Schedules

In the event that a conflict arises between a full-time faculty member's schedule, due to the cancellation of one or more of such member's classes, and a part-time faculty members' seniority rights hereunder, the parties agree to conduct an informal meeting between the Dean and the other affected parties to attempt to resolve the conflict within the parameters of the following provisions:

ARTICLE 16: WORKLOAD

1. Every effort shall be made to ensure that any displacement by a full-time faculty member of a part-time faculty member shall occur at the least senior level practicable.
2. Under no circumstances shall the foregoing objective be interpreted to compel a Full-time faculty member to waive his/her rights regarding elapsed time between days as stated above or to teach a class which he/she is not qualified to teach or a class at a location other than the faculty members' primary work site.
3. If in the Fall Semester, a full-time faculty members' load does not make, the unused portion of a load will be assigned to the following Spring Semester.
4. If in the Spring Semester, a full-time faculty members' load does not make, the unused portion of a load will be assigned to the following Fall Semester.

Limitation of Part-Time Faculty Employment

Part-time faculty employed pursuant to this Article shall not be employed unless all temporary service to the District does not exceed 65% of the hours considered a full-time assignment for regular employees having comparable duties in accordance with Education Code Section 87482.5.

Part-Time Faculty Seniority Assignments

The work year and assigned time for all part-time instructional and special services faculty shall be assigned by the AEA in accordance with the above and Article 14, Work Year and Calendar of this Agreement.

General Assignment Provisions

Temporary ~~hourly~~ part-time assignments shall be offered in accordance with the following provisions:

1. Full-time instructional and special services faculty will have first priority of accepting part-time temporary assignments as an overload as offered by the AEA.
2. Emeritus instructional and special services faculty will have second priority of accepting part-time temporary assignments as offered by the AEA in accordance with the Emeritus Faculty Article of this Agreement.
3. Part-time instructional, special services, and physical education faculty will have third priority of accepting part-time temporary assignments as offered by the AEA in accordance with this Article. (see also Pattern pg. 16.7 & 16.8)

After assignments have been accepted by part-time faculty, full time faculty do not have the right to bump part-time faculty from assignments for classes that constitute an overload.

Compliance with Education Code

Part-time faculty are "temporary employees" in accordance with the California Education Code. Nothing contained in this section or in any Article of this Agreement places a legal obligation on the District to provide continuing employment for part-time faculty.

1 Limitation of Part-Time Faculty Employment

2 Nothing contained in this section nor in any other Article of this Agreement shall be construed so as to
3 allow part-time faculty to be assigned a load over the limit permitted for temporary employees in the
4 Education Code or by District practice.

5 Determination of Qualifications and Establishment of Seniority List

6 Minimum qualifications to teach in a discipline are established by the Chancellor's Office through
7 collaboration with the Statewide Academic Senate and administered through Personnel. In collaboration
8 with department faculty, the AEA shall establish and apply criteria for qualification to teach specific
9 courses or serve in specific service areas within a discipline. A seniority list of part-time faculty and the
10 courses and/or service areas for which they are qualified shall be available in each division office and
11 updated yearly.

12 **Assignment of Classes or Services in Accordance to the Seniority List**

13 When assignments are available for part-time faculty, the senior part-time faculty member of that
14 department or discipline may elect to accept those assignments as offered by the AEA and for which he or
15 she is qualified, up to the limits of his or her established pattern.

16 The next senior member may then accept his or her initial load, and on down the seniority list.

After one round of assignments, if there are classes and/or service assignments remaining, the most senior part-time faculty may then choose to accept an assignment as offered by the AEA of one or more classes from those remaining (not to exceed the limits as stated above), then the next most senior, and so on down to the end of the list again. When all current part-time faculty have been offered classes by the AEA up to the limits of their current pattern, classes and/or service assignments may be offered to newly hired part-time faculty. (see also Pattern pg. 16.7 & 16.8)

23 Once a senior part-time faculty member has accepted a class and/or service assignment, cancellation of
24 that class shall not invest that senior part-time faculty with the right to "take" ("bump") an already
25 assigned class from a more junior part-time faculty.

26 **Pattern- Part-Time Instructional Faculty**

27 A part-time instructional faculty member begins to establish a pattern as defined below when they enter
28 seniority in the seventh semester of teaching. A pattern cannot be established by part-time instructional
29 faculty members during their first 6 semesters of employment.

30 A pattern for part-time instructional faculty members is established as follows:

31 1. The same load for two consecutive semesters.

32 e.g.: Fall semester = 20%

33 Spring semester = 20%

34

ARTICLE 16: WORKLOAD

2. A consistent yearly load for two consecutive years, when the load varies from semester to semester.

e.g.:	Fall semester	= 20%	Fall semester	= 20%
	Spring semester	= 40%	Spring semester	= 40%

Teaching assignments during the summer term are excluded from a pattern.

A pattern does not include specific courses or course sections, nor specific meeting days or times.

The AEA will make a good faith effort to offer part-time instructors an assignment that fits their availability and preserves the integrity of their load within the division's scheduling process and when consistent with sound educational practices. If the AEA is unable to offer an assignment that fits a part-time instructor's preferred availability, the AEA will offer an assignment to preserve the integrity of the part-time instructor's load within the division's scheduling process and when consistent with sound educational practices.

A part-time instructional faculty member who has been offered classes according to their pattern and does not accept part or all of that offer will reset that pattern to the load actually taught.

Pattern – Part-Time Special Services Faculty

A part-time special services faculty member begins to establish a pattern as defined below when they enter seniority in the seventh semester of employment. A pattern cannot be established by special services part-time faculty members during their first 6 semesters of employment.

A pattern is established based on the annual load (not including summer) beginning with the semester after seniority is established. For example, if a special services faculty member establishes seniority upon completion of the spring semester, their pattern will be established based on their annual load beginning the following fall.

Once a pattern is established, assignments will be offered to a part-time special services faculty member according to the "Assignment of Classes or Services in Accordance to the Seniority List" provision. The AEA will make a good faith effort to offer part-time special services faculty an assignment that fits their availability and preserves the integrity of their load within the special services scheduling process and when consistent with sound educational practices. If the AEA is unable to offer an assignment that fits a part-time special services faculty's preferred availability, the AEA will offer an assignment to preserve the integrity of their load within the special services scheduling process and when consistent with sound educational practices.

Due to fluctuations that occur in special services, hours actually worked may vary slightly. A part-time special services faculty member's pattern is maintained so long as the annual load worked is within $\pm 2\%$ of the pattern. For example, if a part-time special services faculty member has a pattern of 60%, and they work a load of 58% in a given year, their pattern of 60% stays intact. Similarly, if they work a load of 62% in a given year, their pattern of 60% stays intact. However, if the annual load worked is not within $\pm 2\%$ of the pattern, the pattern will reset to the load actually worked. If a part-time special services faculty member is offered a load according to their pattern and does not accept part or all of that offer such that their annual load is not within $\pm 2\%$ of their pattern, the pattern will reset to the load actually worked. If a

ARTICLE 16: WORKLOAD

1 part-time special services faculty member's workload is reduced due to involuntary reductions initiated by
2 the District, the "Involuntary Reductions" provision will apply.

3 A pattern does not include specific days, times, or modalities.

4 Assignments during the summer term are excluded from pattern.

5 **Involuntary Reductions**

6 Any part-time faculty of any category whose workload is reduced due to involuntary reductions initiated
7 by the District shall have their load reinstated in following semester for which appropriate load is available
8 for that faculty member to their prior level. Such reinstatements will be by seniority and will go round by
9 round until the available loads are assigned.

10 **Authorized Breaks in Service**

11 Part-time faculty may be granted up to one year of leave within a six year period without loss of seniority,
12 progress toward seniority or change in pattern. The break in service may be either partial (reduced load)
13 or full (no load). Additional leave requests may be authorized by the AEA. A request for such
14 authorization must be submitted in writing by the faculty member and approved in writing by the AEA.

15 **Non-Loaded Assignments**

16 Part-time faculty members with a load 20% or more below the maximum allowed for a part-time faculty
17 member by the Education Code may accept assignments to participate in part-time evaluations, curriculum
18 review, governance committees or curriculum development.

~~19 **Maximum Total Hours of Non-Loaded Assignments**~~

~~20 At no time may the total hours of such assignments exceed 50 per semester. Such assignments are~~
~~21 requested by the department with prior approval of the appropriate Dean. The budget for such~~
~~22 assignments will be maintained by the office of the Vice President of Instruction. Timesheets will be~~
~~23 submitted and the part-time faculty member will be paid at the appropriate laboratory hourly rate.~~

~~24~~19 **Office Hour Assignments**

~~25~~20 Part-time faculty members at the maximum load may offer office hours in accordance with Article 12,
~~26~~21 Additional Compensation. No other duties will be assigned to part-time faculty with the maximum load.

~~27~~22 **Date of Seniority**

~~28~~23 For part-time instructional faculty, the date of seniority shall be established as the first day of the
~~29~~24 semester within which the instructor of record's contract was fulfilled. This shall not include flex time or
~~30~~25 other paid non-instructional/non-service activities. For part-time special services faculty, the date of
~~31~~26 seniority shall be established as the date on which the first service assignment was completed.

32

Seniority Waiting Period

All new part-time faculty hired for Spring semester 2004 or thereafter will not have seniority rights until completion of their sixth semester of teaching or service assignment.

Ties in Date of Seniority

Ties in service date shall be broken by a random procedure to establish a seniority order. This process shall be accomplished by each Divisional Dean submitting a list of faculty hired with the same hire date, as described on Page 17.7, Date of Seniority, to the Associate Vice President of Human Resources (AVP). The AVP will carry forward to the SCFA table a set of names for each discipline and lots will be drawn to determine seniority rank. That rank shall establish a permanent seniority order.

Termination of Seniority

Seniority, or progress toward seniority, of an individual part-time faculty member shall be terminated if there is an unauthorized break in service, if the part-time faculty receives an evaluation recommendation of "non-rehire," or if the part-time faculty is not retained for any job-related reason.

Exclusion of Summer Session in Seniority Assignments

Implementation of seniority assignments of part-time faculty will be applied to the normal work year (Fall and Spring semesters) not including Summer Session. Implementation of seniority assignments for part-time special services faculty will be applied to the fiscal year July 1 – June 30.

Seniority Assignments for Part-Time Physical Education Faculty

When assignments are available for part-time physical education faculty, the assignments shall be made as follows:

1. Part-time faculty who are head coaches of a sport in the department shall have first choice of available classes as offered by the AEA up to the maximum allowable by the District (not to exceed the limits stated above); a lower maximum may be established by the AEA. Coaches shall be ranked within their own subgroup for priority as a function of length of paid service regarding ties in service dates.

Part-time faculty who are assigned assistant coaches of a sport in the department shall have first choice of the sport as offered by the AEA for which they were hired, or a directly related training or conditioning class for the sport for which they were hired. For other class assignments as offered by the AEA, they shall have the regular part-time faculty seniority determined by their date of hire.

Remaining classes will be assigned to part-time physical education faculty in accordance with the general provisions of this section.

Exemptions

Exempted from this article are non-credit classes (e.g. Emeritus, Community Education, and non-credit Contract Education).

Teaching after Retirement – Instructional Faculty

Beginning with the Fall or Spring Semester following the date of retirement, the retiree will have an option to teach up to the current STRS retiree earnings limitations when:

- The need and scheduling of such classes have been determined by the AEA, and
- The classes have not been assigned to full-time faculty as part of a regular assignment (or as a result of the cancellation of a previously scheduled full-time class assignment) or an elective overload, and
- The retiree has previously taught the course(s) or is qualified to teach the course(s).

The retiree will be considered for part-time employment for a period of three years and be given priority consideration in the schedule developed by the AEA; and employment of a retiree as a part-time faculty member is contingent upon the same criteria for employing other part-time faculty. A part-time faculty evaluation will be conducted during the final semester of the 3-year period following retirement. An evaluation that results in a recommendation for rehire will allow the Emeritus faculty to continue employment with the District as part-time faculty member whose part-time seniority reverts to the first date of paid service beginning with the semester during which service in Emeritus status began.

The retiree is solely responsible for determining the effect on retirement income by accepting and completing part-time teaching assignments.

Service after Retirement – Special Services Faculty

Beginning with the Fall or Spring semester following the date of retirement, the retiree will have an option to provide service up to fifty percent (50%) of a full-time load per semester (but not to exceed the current STRS retiree earnings limitations) at the pay schedule as stated in Article 9 when:

- The need and scheduling of such services have been determined by the AEA, and
- The services have not been assigned to full-time faculty as part of a regular assignment (or as a result of the cancellation of a previously scheduled full-time service assignment) or an elective overload, and
- The retiree has previously served in a similar capacity or is qualified to serve.

ARTICLE 16: WORKLOAD

1 The retiree will be considered for part-time employment for a period of three years and be given priority
2 consideration in the schedule developed by the AEA, and employment of a retiree as a part-time faculty
3 member is contingent upon the same criteria for employing other part-time faculty. A part-time faculty
4 evaluation will be conducted during the final semester of the 3-year period following retirement. An
5 evaluation that results in a recommendation for rehire will allow the Emeritus faculty to continue
6 employment with the District as a part-time faculty member whose part-time seniority reverts to the first
7 date of paid service beginning with the semester during which services in Emeritus status began.

8 The retiree is solely responsible for determining the effect on retirement income by accepting and
9 completing part-time service assignments.

10

11

EXHIBIT B

Tentative Agreement SCFA 4.3.25 FINAL for signature

Final Audit Report

2025-04-04

Created:	2025-04-04
By:	Ryan Davis (rdavis23@sierracollege.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAATgndwc-KhPzOM6IPmS18-1mV8zpAADAp

"Tentative Agreement SCFA 4.3.25 FINAL for signature" History

-  Document created by Ryan Davis (rdavis23@sierracollege.edu)
2025-04-04 - 1:03:29 AM GMT- IP address: 207.62.231.3
-  Document e-signed by Ryan Davis (rdavis23@sierracollege.edu)
Signature Date: 2025-04-04 - 1:09:11 AM GMT - Time Source: server- IP address: 207.62.231.3
-  Document emailed to Kara Perry (kperry1@sierracollege.edu) for signature
2025-04-04 - 1:09:14 AM GMT
-  Email viewed by Kara Perry (kperry1@sierracollege.edu)
2025-04-04 - 2:05:39 AM GMT- IP address: 104.47.51.126
-  Document e-signed by Kara Perry (kperry1@sierracollege.edu)
Signature Date: 2025-04-04 - 2:06:16 AM GMT - Time Source: server- IP address: 104.220.5.225
-  Document emailed to Beth Ervin (bervin@sierracollege.edu) for signature
2025-04-04 - 2:06:18 AM GMT
-  Email viewed by Beth Ervin (bervin@sierracollege.edu)
2025-04-04 - 2:10:36 AM GMT- IP address: 98.208.39.16
-  Document e-signed by Beth Ervin (bervin@sierracollege.edu)
Signature Date: 2025-04-04 - 2:11:06 AM GMT - Time Source: server- IP address: 98.208.39.16
-  Agreement completed.
2025-04-04 - 2:11:06 AM GMT

SCFA Tentative Agreement FAQ – April 2025

GENERAL OVERVIEW

1. What is this Tentative Agreement (TA)?

The TA is the result of collaborative, interest-based negotiations between SCFA, the Sierra College District, and CTA. It addresses issues raised in a class action lawsuit and includes compensation adjustments, workload clarifications, and processes.

2. What prompted the changes in this TA?

Sierra College is one of many districts named in a statewide lawsuit alleging violations of employment laws related to part-time faculty. The TA includes contractual changes needed to align with the Long Beach ruling, which found that part-time faculty must be classified as non-exempt, hourly employees. Based on the Long Beach ruling, and what we think the outcome will be here, we have a contract that is no longer legally compliant.

Summary of the Long Beach Ruling:

In February 2025, a Los Angeles County Superior Court ruling in *Roberts et al. v. Long Beach Community College District* found that based on the way the CBA was structured, part-time faculty were being paid only for in-class hours, with no specific reference to compensation for required out of classroom duties such as course preparation, grading, and student communication described in the CBA. The court determined that:

Part-time faculty are not exempt employees and the compensation structure of the CBA must specify compensation for all hours worked.

Prep and grading duties must be compensated as part of the instructional workload

CBA must be detailed in how out of class duties are included in PT Faculty compensation

This decision has widespread implications, prompting districts across the state—including Sierra College—to reassess faculty classification, pay structure, and time tracking obligations to remain legally compliant.

3. Was outside-of-class work previously included in PT faculty pay?

In past intent and practice, yes—but it is not explicitly described. Historically, part-time faculty pay was based on instructional hours with the assumption that it included prep and grading.

However, there was not a detailed breakdown of that time due to the belief that part-time faculty were exempt employees and that the rates negotiated in the salary schedule could encompass all

hours necessary to complete the duties associated with teaching. The Long Beach ruling made it clear that:

All compensable work—prep, grading, student contact—must be clearly tracked, compensation must be specifically apportioned for that work, and must be paid at a rate no less than minimum wage.

This clarification is the basis for the contractual updates in the TA.

4. What is the difference between full-time faculty hourly rate and part-time faculty hourly rate?

If you break down E14 on the Full-Time salary schedule into an hourly rate it results in an hourly rate of \$85.70. ($\$119,985.75 / 1400 \text{ hours (175 days @ 8 hours)} = \85.70) Although, full-time faculty at Sierra are salaried and remain exempt, \$85.70 would be the functional hourly rate at E14. The equivalent cell E14 on the Part-Time Salary Schedule for Lecture is listed in the new TA at \$129.75. If this were intended as an hourly rate and did not include compensation for other time, it would mean that the “part-time hourly rate” was \$44.05 (or 51.4%) higher than the full-time rate per hour, which is not the intent ($\$129.75 - \$85.70 = \$44.05$). The rate is intended to include preparation time. We know that there is still work to close the compensation gap between full and part-time faculty and we are continuing to advocate for that at every opportunity.

5. Does this TA conclude negotiations for 2024–2025?

No. Negotiations will continue through MINT (Mutual Interest Negotiations Team) and SCFA on issues such as compensation, evaluations, benefits, and distance learning. We also know that there will be downstream impacts that need to be addressed due to these changes, which is why we have agreed in the TA to reopen all the modified articles for next year.

6. Does the TA settle or end the lawsuit?

No. The lawsuit is ongoing. This TA updates contract language required due to litigation and related court decisions but does not resolve the case itself. SCFA and the District engage in ongoing negotiations, so if adjustments need to be made based on future rulings associated with this lawsuit, we’re able to do so quickly.

7. How much time was spent negotiating this TA?

The parties worked collaboratively over several months, including numerous meetings and consultation with CTA and District legal, to ensure both compliance and faculty representation. The SCFA negotiating team includes both full-time and part-time faculty representation.

8. Were alternative compensation models (e.g., per unit, pay per course) considered?

Yes. SCFA and the District explored models like per-unit pay and pay per course. However, these options were found to decrease compensation for some faculty. The agreed-upon structure maintains current pay while improving step movement and workload clarity.

9. Why does Sierra College need to solve this problem so quickly?

Based on the Long Beach ruling, we have a contract that is essentially no longer legally compliant. Additionally, for every day that our contract remains out of compliance the potential liability, damages, and penalties continues to grow. This growing liability will significantly impact the resources available for other interests such as compensation increases, mitigation of benefit increases, and new positions.

WORKLOAD, COMPENSATION, AND PARITY

10. Why does state minimum wage now apply to part-time faculty?

Historically, PT faculty were treated as exempt from wage laws. The Long Beach ruling determined that PT faculty are non-exempt and must:

- Be paid at least minimum wage for all hours worked, including prep, grading, and student contact, and
- Track time accurately

11. Why is prior approval of additional hours now needed for part-time faculty?

Previously, part-time faculty were considered exempt and therefore approval of additional hours was not required because it did not have any budgetary or compensation impacts. Now that part-time faculty would be considered non-exempt every additional hour worked will have budgetary and compensation impacts and therefore requires approval by administration.

12. How will the time certification process work?

While the specific process is still being finalized, in general once per month a part-time faculty member will be sent a time certification document which will include all classroom hours and prep hours assigned during the month. The part-time faculty member will need to certify that they did not exceed the stated hours and if additional hours were required ensure that they follow the necessary steps to get prior approval.

13. Does this TA reduce part-time faculty pay?

No. There is no reduction in pay. The TA clarifies that instructional pay includes both in-class and out-of-class duties, which reflects long-standing practice. And in fact, due to the changes made in the part-time and full-time Faculty Salary Schedule for Lecture and Lab, many if not

most part-time and full-time faculty teaching overloads will see an increase in pay either immediately or over time.

14. Why was parity adjusted from 80% to 75%?

The change reflects workload expectations, not pay. Full-time faculty have a 40-hour workload (15 instruction + 15 prep + 7 office hours + 3 service to the college). PT faculty workload expectation only includes instruction and preparation, which is 30 of those 40 hours, or 75%. This does not reduce compensation.

15. What salary schedule improvements are included?

Faculty move up in pay on the salary schedule every 22.5 units taught (previously 30).
Top steps in columns B–E receive a 2% increase (effective August 1st, 2025).
These changes support faster advancement and higher earnings.

16. Are there updates on health benefits?

Yes. SCFA is actively bargaining for improved health benefits for PT faculty, with implementation targeted for Fall 2025, pending further legal/negotiation developments.



LEGAL & CONTRACTUAL CLARIFICATIONS

17. What is the difference between exempt and non-exempt employees?

Exempt	Non-Exempt
Salaried	Typically, hourly
No time tracking	Time must be tracked
One flat rate of pay regardless of number of hours worked	Compensation based on being paid at least the minimum wage for every hour worked

18. Why does the contract mention hourly limits and time certification?

To comply with labor law, the TA:

Defines workload (lecture, lab, prep)
Sets hour limits for part-time faculty to prevent overload
Requires time certification to document hours worked

19. What contract sections are changed?

Article 1: Defined parity

Article 9: Salary schedule updates, ACA compliance
Article 12: PT coaching compensation
Article 15: Sick leave accrual clarified
Article 16: Workload expectations, STRS compliance



RATIFICATION & NEXT STEPS

20. How and when do I vote on the TA?

April 23 (8:00 AM): Voting opens (Email to be sent out by Michelle MacFarlane to all members via Simply Voting with voting link)
April 30 (5:00 PM): Voting closes
May 1 (by 5:00 PM): Results announced

This ratification timeline is in accordance with our current SCFA Bylaws and the CTA Requirements for Chapter Election Procedures.

21. What could happen if this TA does not get ratified?

Although we hope none of these things will be necessary, among others, these are potential district responses:

The District could withhold any additional dollars going to additional compensation items such as salary and benefits, new positions or replacement positions, or other items to mitigate potential ongoing liability.

The District could move the Agreement, or another version, through the Impasse process. That process could conclude with the District being able to unilaterally impose its final proposed solution.

Since the current CBA is not lawful after the Long Beach ruling, part-time faculty positions could be reduced until the matter is resolved to ensure that part-time faculty are not working in a manner inconsistent with the law and in order to reduce any potential ongoing liability.

22. Who do I contact with questions?

Kara Perry, SCFA Chief Negotiator: kperry1@sierracollege.edu
Beth Ervin, SCFA President: bervin@sierracollege.edu

23. Are there efforts to appeal the Long Beach ruling statewide?

Long Beach Community College has not yet appealed the summary judgement. There may be legislative solutions being considered at the statewide level.

FINAL THOUGHT: WHY THE TA MATTERS

Why is this TA is necessary?

It aligns the contract with the law
It lays the groundwork for future gains (e.g., higher pay, better benefits).
It provides increased compensation on the Part-Time Faculty and Overload Salary Schedule in an on-going way

Bottom Line:

The TA doesn't end the conversation—it gives SCFA a platform to keep negotiating for increased compensation, better working conditions, and benefits for all faculty.

EXHIBIT C

<jkreft@sierracollege.edu>

Subject: Unfair Labor Practice

Beth Ervin, SCFA President, bervin@sierracollege.edu

cc

Judith Kreft, SCFA Vice President, jkreft@sierracollege.edu

Kara Perry, SCFA Lead Negotiator, dperry1@sierracollege.edu

Regarding: Towards cessation of SCFA's ongoing unfair practices

Dear Beth,

This is to apprise you of the fact that I have today filed an unfair labor practice charge with the NLRB. In particular, the union is breaching its duty both to current and retired part-time faculty to bargain fairly over wages and hours in good faith.

I do not take lightly this step of seeking NLRB intervention. But it has been rendered necessary in light of the egregious ongoing efforts of SCFA to undermine the state wage and hour legal action that I am pursuing, with several colleagues, on behalf of all part-time faculty at Sierra Community College District. That action, as you must be aware, challenges the Districts' long-standing and ongoing theft of back wages earned by but not paid to part-time faculty.

Here, I request your immediate intervention to ensure a cessation of those efforts.

Step one, in my view, would be for SCFA to cancel or postpone the rapid ratification vote on the Tentative Agreement that SCFA has slated for April 23, 2025.

Cancellation, or even reasonable postponement, would afford faculty time to actually consider the full ramification of the TA's provisions, and for SCFA to reconsider its harmful features and impacts.

While Kara Perry and colleagues have portrayed the present TA as a necessary reaction to the recent *Roberts v Long Beach CCD* decision, it is nothing of the sort – a fact that I could, as the putative class representative plaintiff from Sierra CCD in the similarly-framed case, *Merriam v CCC*, have explained -- had they reached out to me during the course of their back-room negotiations with the District.

Instead, SCFA and the District, along with CTA, has presented the TA as a *fait accompli* requiring mere explanation and rapid ratification, rather than meaningful discussion.

Considered generously, the best that can be said for the TA is that was rapidly and thoughtlessly slapped together -- as evidenced by its manifold embarrassing errors of logic.

I am prepared to help the NLRB establish, as necessary, the following, but I am also prepared to discuss these matters with you and secure a reasonable resolution of them.

(1) The union and district have attempted, in this TA (Art 9, ¶ "Defining the Lecture and Lab Rate") to undermine the part-time faculty lawsuit, *Merriam et al v California Community College et al*, our case that aims to secure back pay that is clearly owed to part-time faculty under state wage and hour law. In particular, the union and district have sought there to redefine the plain and proper understanding and clear intent, of the **existing** CBA, including its repeatedly employed phrases "part-time hourly schedule," "part-time hourly rate," "part-time hourly laboratory rate,"

(2) The union and district are attempting, in this TA, to reduce the standard for "parity for part-time teaching faculty" from 80 percent of full-time pay to 75 percent of full-time pay, and to impose that adverse change on part-time faculty without any meaningful attempt to raise the part-time faculty salary schedule to a level that approximates even the newly proposed 75% of full-time pay parity standard,

(3) The union and district are attempting, in this TA (Art 9, ¶12), to, at once:

1. impose a duty on part-time faculty to track and certify time worked,
2. establish that time worked outside of class is "not permitted" where that exceeds that permitted in the Hours Limitation "paragraph" (Art 9, ¶¶7-8), and
3. codify a vague and hopelessly circular exception to (b) above wherein the District will pay at the minimum wage for hours that part-time faculty report & certify beyond that which is permitted where it "is determined that this is work which the District is required to pay."

(4) The union and district have failed, in this TA (Art 9, ¶12), regarding such reported unpermitted work, to

1. define who will conduct such determinations as to whether the District "is required to pay" for such unpermitted work that part-time faculty report, and
2. ensure that the reporting of such newly unpermitted but potentially compensable additional hours of work will not be held against any part time faculty member -- whether or not such reported hours are determined to be payable.

Thank you, Beth, for your consideration. I hope to hear from you soon.

Sincerely yours,

Joan Merriam

Part-time Instructor, Communication Studies

Sierra Community College District

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EXHIBIT D

From: Perry, Kara <kperry1@sierracollege.edu>
Sent: Tuesday, April 22, 2025 9:35 PM
To: Davis, Ryan <rdavis23@sierracollege.edu>
Subject: CTA TA Request

Hi Ryan- Per my conversation with CTA this evening they would like the sentence "This is consistent with the Parties past intent, understanding and practice." removed from the paragraph in line 6 *Defining the Lecture and Lab Rate*. Laura Schultz, our CTA Representative has said she will sign the TA after the sentence is removed to demonstrate endorsement for the TA. Please let me know what the district's thoughts on this are.

Thank you,

Kara Perry

EXHIBIT E

From: Davis, Ryan <rdavis23@sierracollege.edu>
Sent: Tuesday, April 22, 2025 10:13 PM
To: Perry, Kara
Subject: RE: CTA TA Request

Hi Kara,

Thank you for sharing this request from CTA. As we have discussed tonight, we have significant concerns about the regressive bargaining related nature of this requested change. That being said, we greatly value our interest based and positive working relationship with SCFA and understand that you and your team are in many ways stuck in the middle on this matter. Although we do not want the sentence in question removed, we are willing to remove the sentence in Article 9 as you described ("This is consistent with the Parties past intent, understanding and practice.") so long as CTA will do all of the following:

1. Although we appreciate Laura's willingness to sign the TA and we think that is a good start, in addition we also request that CTA send a statement to our faculty that reads something similar to the following: "CTA endorses and supports the ratification of the Tentative Agreement, as modified, between SCFA and Sierra College and appreciates the collaborative work between the Parties." It is already the duty of all parties to an agreement to support its ratification so this doesn't seem unreasonable.
2. That CTA at least agree to participate in some way in conversations with the League of California Community Colleges and other Community Colleges about a potential statewide solution to this issue. No agreement on any solution or even a specific process, just the hope for there to be conversations that might hopefully lead to better solutions on this issue that best support Part-time and full-time faculty and the students we all serve.
3. We ask that since the Plaintiffs attorneys in the lawsuit requesting that this sentence be removed are what has led us to this potentially regressive situation, that CTA simply ask the Plaintiffs attorneys to drop the PERB Unfair Labor Practice Charge against SCFA, and hopefully CTA as well, if the sentence is removed.

We are not asking for contract concessions or anything of the sort in exchange for this late requested concession as we do not feel that it was fair that it is being asked of us, however, we are simply asking for the three items listed above, which are all positive steps to help move toward solutions to the larger problem and limit the impact on our bargaining partners, and which we believe are very reasonable under the circumstances. I hope that CTA will give this due consideration, and we look forward to their response. Thank you.

Ryan

Ryan Davis
Vice President of Human Resources
Sierra Joint Community College District

EXHIBIT F

From: Perry, Kara <kperry1@sierracollege.edu>
Sent: Friday, April 25, 2025 8:25 AM
To: Davis, Ryan
Subject: Message from CTA re: Apr 3, 2025 TA

Hi Ryan- The following message was created by Terri Witherspoon at CTA. CTA requested that SCFA send this to you. Please see CTA's message below. For any questions, please contact Terri Witherspoon at twitherspoon@cta.org or Laura Schultz lschultz@cta.org.

To the College:

The Sierra College Faculty Association bargaining team needs to rescind the April 3, 2025, Tentative Agreement regarding part-time faculty. Given the recent litigation that was filed against the College, it has now become apparent that the agreement as drafted could have the effect of unlawfully waiving our members' statutory rights under wage and hour laws, which we do not have the authority to do. SCFA cannot negotiate or be party to such an unlawful agreement and therefore we are within our rights to withdraw from this tentative agreement. Unfortunately, when the College was proposing language that could waive our members' statutory rights, we were unaware of the specific details of the new lawsuit and how the bargaining proposals could impact that lawsuit. SCFA intends to solicit further input from our members on these issues as soon as possible, and we will notify you when we are ready to return to the bargaining table. We hope and expect that will be very soon. We want to be very clear that we are eager to reach an agreement with the College over compensation arrangements for our valued members, and we look forward to continued bargaining.

EXHIBIT G

From: Ervin, Beth <bervin@sierracollege.edu>
Sent: Friday, April 25, 2025 8:48 AM
To: Ervin, Beth
Subject: Important Update Regarding the Tentative Agreement Dated April 3, 2025, and Associated FAQ

This message was crafted by CTA. I've been asked by CTA to send this message.

Good morning,

This is to inform you that in consultation with our CTA Legal Department, SCFA formally rescinded the April 3, 2025, Tentative Agreement along with the associated FAQ regarding part-time faculty. Our plan is to return to the bargaining table to resume negotiations on these issues once we have obtained additional information from our bargaining unit members. We are currently preparing a survey to send out and we will continue holding informational meetings prior to returning to the bargaining table. We hope and expect that will be very soon. We want to be very clear that we are eager to reach an agreement with Sierra College over compensation arrangements for our valued members, and we look forward to continued bargaining.

CTA Regional Uniserv Staff Laura Shultz
SCFA

EXHIBIT H

From: Ervin, Beth <bervin@sierracollege.edu>
Sent: Friday, April 25, 2025 8:49 AM
To: Ervin, Beth
Subject: Resignation Notice

Hello Sierra College faculty –

This email is to inform you that Beth Ervin, Kara Perry, Angie Rivers, Jay Hester, Jason Sumi, and Diana Higashi-Ybarra are resigning from the Sierra College Faculty Association (SCFA), and their respective positions on SCFA Executive Board and SCFA Representative Council effective immediately.

As applicable, we will also be removing ourselves from consideration for the upcoming SCFA election. All questions for SCFA should be directed to the current Vice President, and acting SCFA President (Judith Kreft), or the SCFA CTA Representative (Laura Schultz: lschultz@cta.org).

Respectfully,

Beth, Kara, Angie, Jay, Jason, & Diana



Beth Ervin
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