

Factual Corrections to CTA/SCFA Statements Made to PERB

On May 21, the District filed an Unfair Labor Practice charge with the California Public Employment Relations Board (PERB) due to the failure of the California Teachers Association (CTA) and Sierra College Faculty Association (SCFA) to bargain in good faith as required under the law, specifically due to the recission of a signed Tentative Agreement between the District and CTA/SCFA before its membership could vote.

The District's unfair labor practice charge can be read [here](#).

On July 29, CTA/SCFA submitted its response to PERB ([available here](#)). The PERB process does not permit the District to submit a rebuttal or otherwise respond directly to CTA/SCFA's statements, many of which are factually incorrect. For this reason, the District is making its factual corrections available here.

CTA/SCFA Statement	Factual Correction
<i>"Starting in February 2025, the District fast-tracked off cycle bargaining with SCFA on the issue of compensation structure for its part-time faculty because it wanted to avoid liability in a lawsuit in which it expected to be named as a defendant."</i>	This statement is inaccurate. The District was already initially named in the class action lawsuit on or about October 29, 2024 and informed SCFA the following week on November 4, 2024 about the lawsuit and that it would likely impact bargaining. As the potential ongoing liability became an issue, both parties began to research the issue further to understand how it would impact part-time faculty and the Collective Bargaining Agreement (CBA). Nothing in the process was "fast tracked," and the District and the prior SCFA bargaining team met and bargained this specific issue for upwards of 34 hours directly at the table, in addition to many hours of research and discussions within the individual teams.
<i>"Throughout the bargaining process, the District acted in bad faith, dominating and interfering with the administration of SCFA by meddling in internal affairs, including by composing messages to SCFA members on behalf of SCFA leadership."</i>	This statement is false. The only communications with union members that the District was involved with were Joint Communications that were jointly crafted by the Parties. The District assisted with clarifications when asked for assistance by SCFA to make sure all parties agreed as to the factual statements, as they frequently have done on many topics and as is a hallmark of interest-based bargaining.

CTA/SCFA Statement	Factual Correction
<i>“In late March 2025, the District and SCFA reached a Tentative Agreement (TA) on the topic.”</i>	This statement is inaccurate due to the omission of key facts. As of March 28, 2025, SCFA and the District reached a draft agreement, but with the mutual intention of seeking CTA’s review. On March 28 th the draft TA was sent to CTA for feedback and review by the CTA attorney and CTA Staff member Laura Schultz, both of whom had been involved in working with SCFA on this subject since January of 2025. The CTA attorney provided significant changes to the TA and the District accepted all of these changes. In fact, the CTA attorney wrote the sentence that CTA later claimed to be unlawful. The TA was agreed to between SCFA and the District only after CTA legal review and modifications were incorporated into the Agreement on April 3, 2025.
<i>“SCFA only signed the TA because it made a unilateral mistake: it believed it was preserving the rights of individual members to pursue retroactive wage and hour claims.”</i>	The statement that SCFA made a “mistake” is false. SCFA sought legal and other assistance from CTA prior to agreeing to the final TA. Both CTA’s attorney and CTA’s Staff member, Laura Schultz, had been involved in working with SCFA on this subject since January of 2025. The CTA attorney provided significant changes to the draft TA and the District accepted all of these changes. The TA was agreed to between SCFA and the District only after CTA legal review and modifications were incorporated into the Agreement on April 3, 2025.
<i>“When an SCFA member challenged the TA, SCFA realized its mistake and promptly requested that the District Modify a sentence of the TA. When the District refused to do so, SCFA notified the District that it was rescinding its approval of the TA and would not be presenting it to its membership for ratification.”</i>	The statement that SCFA made a “mistake” is false. When the SCFA member (and plaintiff in the litigation) filed an Unfair Labor Practice charge against CTA/SCFA, the union informed SCFA leadership that it would not defend them in the PERB charge and they may be held personally liable for any damages. The statement that the District “refused” to modify a sentence is also false. Despite the fact that CTA/SCFA’s request to revise a signed TA is an example of regressive bargaining, the District agreed to remove the sentence and requested three items. The statement that SCFA, alone, rescinded the agreement is inaccurate. SCFA’s communication regarding rescinding the agreement states that it is a message from CTA.

CTA/SCFA Statement	Factual Correction
<i>“But SCFA did not cease to bargain; after rescinding its approval of the TA, it has continued to bargain in good faith with the District.”</i>	This statement was inaccurate at the time it was made to PERB. CTA/SCFA made this statement to PERB on July 29, 2025, at which time no bargaining sessions had been held despite repeated efforts by the District to meet and resolve the outstanding issues over the three-month period. On April 29, 2025, after rescission of the TA, the District requested a counter proposal, which CTA/SCFA did not provide for another five months. On June 2, the District sent CTA/SCFA a list of numerous summer dates on which it was available to bargain. It was not until July 11 that CTA/SCFA finally suggested they could finally meet on July 30. Notably, CTA/SCFA filed its PERB response on July 29 but dated it August 1. CTA/SCFA’s response references the July 30 bargaining session in the past tense, despite the fact that its response was submitted the day prior.
<i>“Upon information and belief, the District reached out to SCFA on or around late January 2025 to suggest the two parties bargain the matter. But the District and SCFA did not consider any written proposals until March 28, 2025, when the District’s Vice President of Human Resources Ryan Davis shared a draft of the TA with SCFA’s lead negotiator Ms. Perry for the first time.”</i>	This statement contains several inaccuracies. The District initially met with SCFA on November 4, 2024, just days after being initially named in the lawsuit and the parties began to research the issues and impacts of the lawsuit. The Parties started bargaining on January 23, 2025, specifically on this topic in the first of many sessions totaling at least 34 hours of table bargaining on this issue alone. Many written versions of the agreement were created and shared between both teams during this time as the parties collaborated on a solution that met mutual interests. The version of the Agreement sent to CTA on March 28, 2025 was just the final table version of many iterations. That final version was then again further modified by CTA, which deleted several sentences and sections and wrote the sentence which CTA now wrongfully claims is unlawful.

CTA/SCFA Statement	Factual Correction
<i>“The District’s allegations regarding CTA’s involvement in SCFA’s negotiations are greatly exaggerated. CTA never joined SCFA at the bargaining table. Instead, CTA staff provided bargaining and legal support to SCFA a handful of times between February and April 2025.” FN 3- “As previously noted, it is SCFA’s belief that SCFA and the District only held one bargaining session on the matter, on February 27, 2025.”</i>	This statement is an inaccurate portrayal of negotiations and CTA’s involvement. The Parties actually met on numerous days specifically about this topic for at least 34 hours of at the table bargaining between January and March of 2025. • January 23, 2025 (2 hours) • January 31, 2025 (6 hours) • February 21, 2025 (3.5 hours) • February 27, 2025 (5 hours) • February 28, 2025 (5 hours) • March 6, 2025 (5 hours) • March 13, 2025 (5.5 hours) • March 27, 2025 (2 hours) CTA is aware of these bargaining dates because it requested – and the District provided – these dates in advance of the union filing its PERB response. (See email here) Both CTA’s attorney and CTA’s Staff member, Laura Schultz, had been involved in working with SCFA on this subject since January of 2025. The events that transpired between the signing of the TA and its rescission were driven by CTA, as noted by SCFA indicating that its rescission communication was being sent on behalf of CTA.
<i>“On or around February 5, before SCFA had begun bargaining with the College, Ms. Schultz and SCFA leaders spoke briefly with a CTA staff attorney about the matter.”</i>	This statement is inaccurate. The Parties had an initial discussion about the case on November 4, 2024, began bargaining on this issue on January 23, and had multiple sessions of bargaining prior to February 5, 2025.
<i>“On or about March 28, 2025, the District created draft language for the TA and send it to SCFA for review.”</i>	This statement is misleading. The District finalized language for a draft TA that had been collectively discussed and created by both teams with the intent of sending the TA to CTA for review.

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<i>The TA also declared that “This is consistent with the Parties[’]past intent, understanding and practice.”</i>	This statement is inaccurate. The draft TA did not include this sentence. It was crafted by CTA’s attorney to replace a sentence they did not want included, along with other changes from CTA that were all incorporated into the agreement.
<i>“On April 3, SCFA provided the CTA staff attorney with a revised TA that still appeared to waive the wage claims of individual employees, i.e., it retained the language that could be interpreted as retroactive or declarative of the parties’ understanding under previous CBAs. The CTA staff attorney repeated her previously-stated concerns. However, SCFA appeared to have misunderstood the CTA staff attorney and believed it had been green-lit to accept the proposed Tentative Agreement as written.”</i>	This statement is false. On the prior day the CTA attorney had requested a sentence be removed and crafted a replacement sentence, which is the sentence that CTA later claimed is unlawful. The entire modified agreement with all of the CTA attorney’s changes was sent back to her and CTA staff member Laura Schultz for review and it was approved by the CTA attorney. Only then did the parties move on to sign the TA.
<i>“On April 14, 2025, SCFA sponsored a two-hour open forum regarding the TA and invited the District to speak for the first hour.”</i>	This statement is partially inaccurate. The District was invited to attend the first hour of the union’s meeting. During this hour, District representatives participated in a joint Q&A session with union leadership. This statement also omits the fact that CTA staff member Laura Schultz was also in attendance at this meeting and spoke in support of the TA.
<i>“On April 21, 2025, SCFA distributed a FAQ document to all of its members; the document had been co-written or at least</i>	This statement is inaccurate. The FAQ was crafted by SCFA and was not “co-written” or “approved” by the District. At SCFA’s request, the District provided suggestions on language describing particular areas of the document to ensure the parties agreed as to the factual statements.

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<i>heavily edited and approved by the District before SCFA sent it to its members.”</i>	
<i>“During the period roughly from April 9 to April 24, SCFA fielded numerous questions from its members about the effect of the TA. The District repeatedly meddled in SCFA’s communications between its leadership and its members, drafting messages for SCFA’s leadership and directing SCFA’s response.”</i>	This statement is inaccurate. The District provided copies of all emails to PERB that make it clear that the District only commented on any communications when asked by SCFA. This is common in interest-based bargaining to ensure both parties are describing the agreement in a common way, especially an agreement on such a complex subject.
<i>“Upon learning of Ms. Merriam’s unfair practice charge, SCFA contacted a different CTA staff attorney on or around April 22, 2025. Through Ms. Merriam’s unfair practice charge, the second CTA staff attorney learned of and investigated Ms. Merriam’s lawsuit against the District and the nature of her individual claims. Then, the second CTA staff attorney, like the previous attorney, advised SCFA that it could not waive the rights of individual members through a negotiated agreement with the District.”</i>	This statement is inaccurate due to the omission of key facts. The “previous attorney” from CTA approved the agreement and crafted the sentence which CTA later claimed to be unlawful.
<i>“At that point, SCFA recognized its previous error (misunderstanding the first CTA staff attorney’s advice on the TA), and on April 22, SCFA requested that the District</i>	The statement that SCFA made an “error” is false. When the SCFA member (and plaintiff in the litigation) filed an Unfair Labor Practice charge against CTA/SCFA, the union informed SCFA leadership that it would not defend them in the PERB charge and they may be held personally liable for any damages.

CTA/SCFA Statement	Factual Correction
<i>change a line in the TA to account for this concern. Specifically, SCFA requested that the District remove the sentence ‘This is consistent with the Parties’ past intent, understanding, and practice’ from the TA.”</i>	The statement that the District “refused” to modify a sentence is false. Despite the fact that CTA/SCFA’s request to revise a signed TA is an example of regressive bargaining, the District agreed to remove the sentence and requested three items, as described in the email contained in Exhibit E of the District’s PERB charge which can be found here. The statement that SCFA rescinded the agreement is inaccurate. CTA rescinded the agreement.
<i>“The District responded on the same day indicating that it was willing to remove the sentence that SCFA had requested. However, the District demanded that SCFA induce three acts from CTA: (1) that CTA send a statement to the District’s faculty endorsing the TA; (2) that CTA participate in conversations with the League of California Community Colleges; and (3) that CTA ask Ms. Merriam’s attorneys to withdraw her charge against the District.”</i>	This statement is inaccurate. The District agreed to remove the sentence. It made three requests, not demands. The goal of the District’s requests were to clarify CTA’s position members due to the confusion and concern caused by its actions. CTA never contacted the District to discuss the requests. (See email)
<i>“These requests from the District were wildly implausible: CTA was not a party to the negotiations between SCFA and the District; CTA is not an employee organization nor an exclusive representative of any employees of the District; SCFA does not control CTA; CTA’s rank-and-file staff cannot make commitments on behalf of the</i>	This statement is misleading. CTA wielded significant influence and authority in rewriting and then rescinding the TA, but then claims it was not a “party” to the negotiations and does not represent SCFA members. Nothing would have prevented CTA from implementing the District’s requests. CTA was heavily involved in producing the signed TA, in light of its significant edits. CTA could signal its endorsement, as CTA staff member Laura Schutlz already had done verbally during the member open forum session. CTA could “participate in conversations” with the League of Community Colleges and

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<i>organization; and CTA does not control or have sway over Ms. Merriam or her attorneys.”</i>	“asked” about withdrawal of a PERB charge by one of its members. In fact CTA had already intervened in the PERB filing by indicating to SCFA leadership it would not defend them unless they rescinded the TA.
<i>“Because the District’s demands were impossible for SCFA to meet, SCFA interpreted them as an attempt to prevent agreement and a rejection of SCFA’s request to remove a sentence from the TA.”</i>	This statement is misleading and based on an inaccurate portrayal of the facts. The District’s requests were not “demands” and were not impossible for SCFA to meet. These requests were certainly not an attempt to prevent an agreement as the District agreed to remove the sentence.
<i>“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 agreements for our valued members and we look forward to continued bargaining.”</i>	This statement is disingenuous. CTA/SCFA rescinded the TA on April 25, 2025. They still had not sent out any survey’s to obtain information from their members as of July 30. They claimed to be eager to reach agreement. However, at the bargaining table on July 30, CTA/SCFA stated they would not discuss the TA or part-time faculty compensation.
<i>“SCFA and the District have recently been in touch to schedule future bargaining dates. On June 20, SCFA sent the District a demand to bargain salary and compensation. On July 11, SCFA suggested</i>	This statement is an inaccurate portrayal of the facts. On June 2, the District sent SCFA a list of dates to bargain over the summer. SCFA did not respond until July 11 to schedule a meeting on July 30. CTA/SCFA’s PERB response stated that the District and SCFA bargained on July 30, as if it were in past tense even though CTA’s PERB response was submitted to PERB on July 29.

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<i>a bargaining date, to which the District agreed. SCFA and the District bargained on July 30, 2025.”</i>	This makes it appear that they finally agreed to the July 30 date in order to be able to include that they participated in a bargaining session in the PERB response. At the July 30 negotiation session, CTA/SCFA stated they would not discuss the TA or part-time faculty compensation.