



Michelle L. Cannon
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August 26, 2025

By U.S. Mail & Email: lschultz@cta.org

Ms. Laura Schultz
California Teachers Association
4100 Truxel Road
Sacramento, CA 95834-3757

Re: Sierra Joint Community College District/SCFA

Dear Ms. Schultz:

This letter is in response to your letter to Superintendent/President William Duncan on behalf of SCFA and CTA dated August 15, 2025, demanding that the Sierra Joint Community College District (“District”) “cease and desist from violating the Educational Employment Relations Act.” As you know, I serve as legal counsel to the District and am responding to your letter on their behalf. For the reasons described below, the District has acted at all times in good faith and in conformity with the law and therefore intends to persist and continue its lawful actions.

Your letter contains ten (10) specific allegations of unilateral changes to wages, hours, and working conditions, as well as unilateral changes to policies which impact wages, hours, and working conditions for SCFA members. The District denies all of the alleged violations, and many of them are simply inaccurate and untrue. I have used the same numbering system below as used in your letter to provide ease of reference for the District’s response to each allegation.

The District responds to each allegation contained in your letter as follows:

1. This allegation is false. Thus far, the District has made no changes related to the ability for part-time faculty members to participate in the Academic Senate.
2. This allegation is inaccurate. Seven field trips, taught by part-time faculty, were cancelled in June. As the parties have discussed multiple times, due to the part-time faculty litigation, which resulted in a decision that part-time faculty are non-exempt and therefore must be treated as hourly employees, and without agreements with SCFA on part-time faculty salary, there is no tenable way to compensate part-time faculty for overnight field trips.

Additionally, these cancellations have not resulted in a waiver of any degree requirements. No degree requires overnight field trips in its curriculum. Two degrees, the Geology AS and the Biological Sciences AS, require field studies. Several field trips which meet these requirements are being offered in the Fall 2025 semester.

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The District does not unilaterally waive requirements for a degree. Any changes to a degree or certificate pattern are made through the established curriculum process. There is a process to substitute a class within a degree pattern for a specific student; such petitions are first reviewed by the appropriate department chair, who determines if the requested substitution is appropriate. Nothing has changed with this process.

3. The District has made several changes to the offerings during Flex week to align with the *Long Beach* ruling that determined part-time faculty were non-exempt employees. Previous MOUs that compensated part-time faculty for participation in WOW workshops and P&A Day are expired, so the District had no mechanism to compensate faculty for those activities other than through Flex hours, which is what was communicated to faculty in an email from Vice President of Instruction Rebecca Bocchicchio on August 4, 2025. Additionally, because non-exempt status requires that employees be paid for every hour worked, the District can only authorize part-time faculty to attend flex workshops (or workshops at any other point in the semester) if they have available flex hours. Finally, the District indicated to SCFA its intent to make changes to how part-time faculty could participate in flex week during negotiations on July 30, 2025, and SCFA did not raise concerns at that time.
4. It is unclear what this allegation refers to. The CBA language regarding the assignment of overloads as offered by the AEA remains unchanged, and the majority of overload assignments for Fall 2025 were made in the Spring 2025 semester. The assignment of overloads ultimately remains within the purview of the District's right of assignment. In a meeting on July 24, 2025, the SCFA vice-president suggested a change in which overloads from some faculty teaching multiple overloads would be reassigned to faculty who had lost overloads because of cancellations due to low enrollment, but the District took no action on this recommendation.
5. There have been no changes to the offer of employment form.
6. There have been no changes to the SARF form, which was last revised in 2019 with the agreement of SCFA and the District.
7. It's unclear what this allegation refers to. The Distance Learning rubrics are not a matter for negotiation and the distance learning training and review process will begin in Fall 2025 as agreed to in the March 2025 MOU.
8. It is accurate that the EIW workshop scheduled for June 2025 was cancelled. With no framework in place to compensate employees treated as non-exempt for a training originally developed for exempt employees, the workshop was cancelled to avoid creating additional potential liability for the District. Also, this training had homework aspects that included unknown amounts of time the participants would be spending on the course, which does not work for non-exempt employees. Regardless, the District is within its rights to cancel a workshop.
9. This allegation is false. "Boot up" or similar training is contractually required and will be offered for both full and part-time faculty for the Fall 2025 semester.
10. This allegation is not only false, but outrageous. The District has made extraordinary efforts to meet and bargain with SCFA in good faith on a multitude of issues. The

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District has no information about any competing organizations to replace SCFA, nor have they been involved in any purported efforts or conversations regarding this.

As always, if at any time SCFA identifies changes in policy or practice which impact bargaining unit members' wages, hours, and working conditions, SCFA is urged to bring that to Vice President of Human Resources Ryan Davis so that the parties can address the issue(s) collaboratively and in good faith.

Thank you for your attention to this matter.

Sincerely,

LOZANO SMITH

A handwritten signature in blue ink that reads "Michelle L. Cannon". The signature is written in a cursive, flowing style.

Michelle L. Cannon

MLC/at/jw

cc: Willy Duncan, President
Ryan Davis, Vice President, Human Resources
Rebecca Bocchicchio, Vice President, Instruction