

August 15, 2025

Sent Via E-Mail

William H. Duncan, IV
Superintendent and President
Sierra Community College
5100 Sierra College Blvd.
Rocklin, CA 95677

Re: Educational Employment Relations Act - Notice to Cease and Desist

Dear Superintendent and President Duncan:

This letter shall serve as a formal cease and desist notice sent on behalf of the Sierra College Faculty Association/CCA/CTA/NEA ("SCFA"), as the exclusive representative for faculty employed by Sierra Community College ("District").

The Educational Employment Relations Act (EERA) - Government Code 3540, in part, states: **It is the further intention of the Legislature that this chapter shall not restrict, limit, or prohibit the full exercise of the functions of any academic senate or faculty council established by a school district in a community college to represent the faculty in making recommendations to the administration and governing board of the school district with respect to district policies on academic and professional matters, so long as the exercise of the functions does not conflict with lawful collective agreements.**

Also, the EERA – Government Code 3543 in part states: It is unlawful for a public school employer to do any of the following: (a) **Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.** For purposes of this subdivision, "employee" includes an applicant for employment or reemployment. (b) **Deny to employee organizations rights guaranteed to them by this chapter.** (c) **Refuse or fail to meet and negotiate in good faith with an exclusive representative.** Knowingly providing an exclusive representative with inaccurate information, whether or not in response to a request for information, regarding the financial resources of the public school employer constitutes a refusal or failure to meet and negotiate in good faith. (d) **Dominate or interfere with the formation or administration of any employee organization, or contribute financial or other support to it, or in any way encourage employees to join any organization in preference to another.** (e) Refuse to participate in good faith in the impasse procedure set forth in Article 9.

Section 3543.2, (a), 2., of the EERA **requires a public school employer to give reasonable written notice to the exclusive representative of the public school employer's intent to make any change to matters within the scope of representation of the employees represented by the exclusive representative for purposes of providing the exclusive representative a reasonable amount of time to negotiate with the public school employer regarding the proposed changes.**

SCFA is aware the District has made numerous unilateral changes to wages, hours, and working conditions, and the District has also made unilateral changes to policies and procedures that impact wages, hours, and working conditions for our SCFA bargaining unit members.

1. The District has unilaterally changed the ability for part-time faculty to fully participate and serve as elected members of the Sierra College Faculty Senate. This is a change from prior years and creates an inequity in the representation of faculty input for our part-time bargaining unit members. This also violates Title 5.
2. The District has unilaterally eliminated overnight field trips that were previously taught by part-time faculty. This unilateral change directly impacts the extent of the education our students receive because overnight field trips are a requirement of the degree, the District decided to waive that specific requirement for the degree.
3. The District unilaterally implemented new restrictions reducing the number of WOW and flex week professional development training sessions part-time faculty could attend. This unilateral change is not in the best interests of our students, is not equitable or inclusive, and it impedes our bargaining unit members' goals to improve as educators. This impacts our bargaining unit members' wages, hours, and working conditions.
4. The District unilaterally implemented changes in language and process for determining full-time faculty overloads which impacts our bargaining unit members' working conditions and wages.
5. The District unilaterally changed the "Offer of Employment" form for new and returning faculty. This change impacts our bargaining unit members' working conditions.
6. The District unilaterally changed the Special Assignment Request Form (SARF) the Special Assignment approval process resulting in additional work opportunities and stipends being unilaterally withheld from our bargaining unit members. This change impacts our bargaining unit members' wages, hours, and working conditions.

7. The District failed to implement the parties' Distance Learning MOU and update the rubrics to reflect the changes in the MOU that went into effect when signed in March, 2025. This change impacts our bargaining unit members' wages, hours, and working conditions.
8. The District unilaterally changed a summer cohort of the Equitable Instruction Workshop for faculty. There was a combination of part-time and full-time faculty across all disciplines that were enrolled and would have received a \$1000 stipend upon completion. Additionally, there were part-time and full-time facilitators that were going to be compensated to lead the training. There were a couple of presentations that were scheduled to be delivered from some of our faculty, who would have also been compensated for this work. SCFA is concerned the District will unilaterally stop the Program Review fests for our Instructional Programs at the start of Fall that have used SARFs and stipends in the past.
9. The District unilaterally stopped offering "Boot Up", our online teacher professional development training. This change impacts our bargaining unit members' wages, hours, and working conditions.
10. It was reported to SCFA that District administration has been engaging in an ongoing anti-SCFA campaign in an attempt to have a competing organization replace SCFA as the exclusive representative for the faculty employed by Sierra College.

SCFA believes our students deserve the best educators possible. Our bargaining unit members' working conditions are our students' learning conditions. Management's rights do not supersede management's duties to honor our collective bargaining law. The District's bad faith conduct will not be tolerated by SCFA, and SCFA hereby demands the District immediately cease and desist from violating the Educational Employment Relations Act. SCFA will use all legal means necessary to enforce its rights, including filing an unfair practice charge with the Public Employment Relations Board.

Please provide a written response to this notice to cease and desist no later than next Wednesday, August 20, 2025.

Submitted by,



Laura Schultz, Regional UniServ Staff
California Teachers Association

cc (via e-mail):

Mandy Hu, CTA Staff Counsel
Judith Kreft, SCFA President
Ralph McGill, SCFA Bargaining Chair