

MEDIATED TENTATIVE AGREEMENT
Between the
SIERRA JOINT COMMUNITY COLLEGE DISTRICT
And the
SIERRA COLLEGE FACULTY ASSOCIATION
February 20, 2026

INTRODUCTION

As a result of the impasse process and multiple mediation sessions, the representatives of Sierra Joint Community College District (“District”) and the Sierra College Faculty Association (“SCFA”) hereby enter into this Mediated Tentative Agreement on February 20, 2026, to resolve contract negotiations on all outstanding articles. The Parties agree to the following terms, which shall be considered a Mediated Tentative Agreement and subject to the ratification of the SCFA Members and the District Board of Trustees. This agreement is reached in good faith through the assistance of a state appointed neutral (mediator) as part of the impasse process.

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”) article (the specific changes for the 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)
 - g. Article 22 Distance Learning Instruction (see attached Exhibit B)
3. For the 2025/2026 academic year, the Parties agree to implement a 3.3% salary schedule increase to the Full-Time Faculty Salary Schedule, and the Full-Time Counselor 190 Days Salary Schedule, effective March 1, 2026. For the 2025/2026 academic year, the parties agree to implement a 3.3% increase to the Part-Time Faculty and Full-Time Faculty Overload Salary Schedule for Lecture and Lab, effective March 1, 2026. This modification is in addition to the salary modifications to the Part-Time and Full-Time Overload Salary Schedule for Lecture and Lab described below in paragraph 6. The District is utilizing the budgeted reclassification dollars to effectuate providing an additional percentage above the 2025-2026 State COLA.
 - a. The Coaching stipends chart contained in Article 12 Additional Compensation have also been updated to reflect the 3.3% increase, in the manner described in Article 12, effective March 1, 2026.
4. For the 2026/2027 academic year, the parties agree to implement the COLA (Cost of Living Adjustment) funded in the California State budget for Community College

Districts for the 2026-2027 Fiscal Year. This “pass-through-COLA” will be applied to the Full-Time Faculty Salary Schedule, and the Full-Time Counselor 190 Days Salary Schedule, and the Part-Time Faculty and Full-Time Faculty Overload Salary Schedule for Lecture and Lab, effective July 1, 2026.

5. The Parties agree that the CBA modifications to the articles listed above in paragraph 2 (see attached) will become effective March 1, 2026.
6. 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 March 1, 2026, and the units accumulation used for this transition will be all units taught, or non-instruction faculty FTE equivalent of units taught, at Sierra College as of January 1, 2026. This modification to the CBA is not retroactive, and will not include any retroactive compensation prior to March 1, 2026 effective date. 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 March 1, 2026.
7. Due to the necessary implementation timeline, the salary schedule related items contained in paragraphs 3 and 6 of this document are contingent upon the SCFA ratification process being concluded by no later than March 1, 2026. If the union ratification process is completed on March 2, 2026 or later then the effective date of the salary schedule changes will be the first day of the subsequent month. (For example, if the union ratification process was completed on March 2, 2026, then the salary schedule changes would be effective April 1, 2026.)

8. The Parties agree that a SARF for Spring of 2026 and the 2026/2027 academic year will be created to address compensation for Part-time faculty participation in Academic Senate.
9. The Parties agree that Faculty will receive the Fall 2025 one-time off schedule payment based on the budget surplus from the 2024-2025 fiscal year. The faculty portion of the surplus to be paid out is \$499,190. The Parties also agree to add an additional amount of \$332,000 to the one-time off schedule payment allocation for a combined total one-time off schedule allocation amount of \$831,190 ($\$499,190 + \$332,000 = \$831,190$). The Parties will separately engage in a one-time off schedule payment MOU in order to specify the parameters and eligibility for the payment. The payment will occur during the Spring 2026 Semester. For Fall 2026 regarding any potential budget surplus one-time off schedule payment based on the 2025-2026 surplus, the amount of the potential one-time payment will be determined in Fall of 2026, in a manner consistent with how past one-time payments were determined.
10. The Parties agree to enter into the MOU regarding Part-Time Faculty Health Benefits attached as Exhibit A.
11. 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 and Full-Time Faculty Overload Salary Schedule.”
12. The Parties agree to incorporate the changes to Article 22 Distance Learning contained in the MOU dated March 3, 2025, and included here as Exhibit B.
 - a. The Parties agree that a SARF for Spring 2026 and the 2026/2027 academic year will be created to address the Distance Learning Refresher Training described in the Distance Learning MOU referenced immediately above.
13. All other language (with the exception of the changes described in this Tentative Agreement) in the Collective Bargaining Agreement shall remain the same.
14. This Tentative Agreement will conclude negotiations for the 2024-2025, 2025-2026, and 2026-2027 fiscal years regarding all Articles, including compensation.
15. The Parties agree to extend the end date for MOU 2425-13 (CPT and CTRAIN) by one year to now end on June 30, 2027.
16. Both Parties agree to support the Tentative Agreement and to make a good faith effort to ensure that the Tentative Agreement is ratified by their respective constituencies. This includes scheduling and conducting ratification meetings and voting in a timely manner and providing all necessary information and support to facilitate the ratification process.
17. 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: Feb 20, 2026

For the District:

Ryan Davis
Ryan Davis, VP of HR

Rebecca Bocchicchio Feb 20, 2026
Rebecca Bocchicchio (Feb 20, 2026 15:16:51 PST)
Rebecca Bocchicchio, VP of Instruction

Lucas Moosman Feb 20, 2026
Lucas Moosman, VP of Student Services

Patrick Marasso Feb 20, 2026
Patrick Marasso (Feb 20, 2026 15:24:45 PST)
Patrick Marasso, Dean Liberal Arts

Michelle L. Cannon Feb 20, 2026
Michelle L. Cannon (Feb 20, 2026 15:15:41 PST)
Michelle Cannon, Legal Counsel

Dated: Feb 20, 2026

For SCFA:

Ralph McGill Feb 20, 2026
Ralph McGill (Feb 20, 2026 13:59:19 PST)
Ralph McGill, Chief Negotiator

Kent Fortin Feb 20, 2026
Kent Fortin, SCFA Negotiator

Kimberlee Stevens Feb 20, 2026
Kimberlee Stevens (Feb 20, 2026 14:58:51 PST)
Kim Stevens, SCFA Negotiator

Laura Schultz
Laura Schultz (Feb 20, 2026 13:56:43 PST)
Laura Schultz, CTA/CCA Labor Representative

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

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.

SUPPORT OF AGREEMENT

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

EFFECT OF AGREEMENT

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

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

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

CONCERTED ACTIVITIES

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

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

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

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. Should this Article be violated, any action taken by the Board of Trustees or Management in the event of any Association-initiated or sanctioned violation of this Article by faculty who are represented by the Association, will not be subject to the grievance procedure.

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 full-time and part-time instructional faculty work week~~
~~break down see Article 16)~~

~~11 Parity for "senior" part-time teaching faculty should be one hundred percent of proportionate full-time~~
~~12 base pay, as we define the responsibilities of "senior" part-time faculty to correspond to those of full-time~~
~~13 faculty, including the maintenance of office hours, and participation in peer evaluations, curriculum~~
~~14 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 ~~March 1, 2026~~ 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	\$ 56,780.77	\$ 59,619.80	\$ 62,600.80	\$ 65,730.84
2	\$ 59,619.80	\$ 62,600.80	\$ 65,730.84	\$ 69,017.37
3	\$ 62,600.80	\$ 65,730.84	\$ 69,017.37	\$ 72,468.26
4	\$ 65,730.84	\$ 69,017.37	\$ 72,468.26	\$ 76,091.67
5	\$ 69,017.37	\$ 72,468.26	\$ 76,091.67	\$ 79,896.25
6	\$ 72,468.26	\$ 76,091.67	\$ 79,896.25	\$ 83,891.05
7	\$ 76,091.67	\$ 79,896.25	\$ 83,891.05	\$ 88,085.60
8	\$ 79,896.25	\$ 83,891.05	\$ 88,085.60	\$ 92,489.89
9	\$ 83,891.05	\$ 88,085.60	\$ 92,489.89	\$ 97,114.39
10	\$ 88,085.60	\$ 92,489.89	\$ 97,114.39	\$ 101,970.11
11	\$ 92,489.89	\$ 97,114.39	\$ 101,970.11	\$ 107,068.61
12		\$ 101,970.11	\$ 107,068.61	\$ 112,422.04
13			\$ 112,422.04	\$ 118,043.14
14			\$ 118,043.14	\$ 123,945.28

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.

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 ~~March 1, 2026~~ July 1, 2024)

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	
1	\$ 61,647.69	\$ 64,730.07	\$ 67,966.58	\$ 71,364.91
2	\$ 64,730.07	\$ 67,966.58	\$ 71,364.91	\$ 74,933.14
3	\$ 67,966.58	\$ 71,364.91	\$ 74,933.14	\$ 78,679.83
4	\$ 71,364.91	\$ 74,933.14	\$ 78,679.83	\$ 82,613.81
5	\$ 74,933.14	\$ 78,679.83	\$ 82,613.81	\$ 86,744.50
6	\$ 78,679.83	\$ 82,613.81	\$ 86,744.50	\$ 91,081.71
7	\$ 82,613.81	\$ 86,744.50	\$ 91,081.71	\$ 95,635.79
8	\$ 86,744.50	\$ 91,081.71	\$ 95,635.79	\$ 100,417.59
9	\$ 91,081.71	\$ 95,635.79	\$ 100,417.59	\$ 105,438.48
10	\$ 95,635.79	\$ 100,417.59	\$ 105,438.48	\$ 110,710.41
11	\$ 100,417.59	\$ 105,438.48	\$ 110,710.41	\$ 116,245.92
12		\$ 110,710.41	\$ 116,245.92	\$ 122,058.21
13			\$ 122,058.21	\$ 128,161.12
14			\$ 128,161.12	\$ 134,569.16

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

ARTICLE 9: SALARY SCHEDULES

13 faculty member appointed by SCFA who is teaching in the curriculum area. If no full-time faculty member

ARTICLE 9: SALARY SCHEDULES

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

Longevity – Salary Adjustments

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

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

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

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

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

Emeritus Faculty

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

ARTICLE 9: SALARY SCHEDULES

Part-Time Faculty and Full-Time Faculty Overload

Salary Schedule (effective ~~March 1, 2026~~ July 1, 2024)

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

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 < 22.5	\$80.00	\$84.00	\$88.19	\$92.59
22.5 to < 45	\$80.79	\$84.82	\$89.08	\$93.52
45 to < 67.5	\$81.61	\$85.69	\$89.95	\$94.46
67.5 to < 90	\$82.40	\$86.52	\$90.85	\$95.40
90 to < 112.5	\$83.25	\$87.40	\$91.77	\$96.34
112.5 to < 135	\$84.88	\$89.14	\$93.60	\$98.29
135 to < 157.5	\$86.60	\$90.92	\$95.48	\$100.25
157.5 to < 180	\$88.33	\$92.74	\$97.37	\$102.25
180 to < 202.5	\$90.08	\$94.59	\$99.32	\$104.30
202.5 to < 225	\$93.39	\$98.05	\$102.96	\$108.11
225 to < 247.5	\$100.00	\$102.95	\$108.10	\$113.49
247.5 to < 270	xx	\$110.27	\$113.49	\$119.19
270 to < 292.5	xx	xx	\$119.19	\$125.14
292.5 or more	xx	xx	\$127.64	\$134.04

* 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. For Part-Time Faculty, hours worked beyond those allocated for a lecture course or assignment must receive prior approval from AEA and will be paid at a rate of \$20.00 per hour. Hours worked beyond those allocated for a lecture course or assignment without prior AEA approval shall be paid at the current minimum wage rate (currently \$16.90 per hour).

ARTICLE 9: SALARY SCHEDULES

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ARTICLE 9: SALARY SCHEDULES

1 1 Lab Rate (effective March 1, 2026 July 1, 2024)

Track I	Class B CCC Credential OR Minimum Qualification s 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 < 22.5	\$60.00	\$63.00	\$66.14	\$69.44
22.5 to < 45	\$60.59	\$63.62	\$66.81	\$70.14
45 to < 67.5	\$61.21	\$64.27	\$67.46	\$70.85
67.5 to < 90	\$61.80	\$64.89	\$68.14	\$71.55
90 to < 112.5	\$62.44	\$65.55	\$68.83	\$72.26
112.5 to < 135	\$63.66	\$66.86	\$70.20	\$73.72
135 to < 157.5	\$64.95	\$68.19	\$71.61	\$75.19
157.5 to < 180	\$66.25	\$69.56	\$73.03	\$76.69
180 to < 202.5	\$67.56	\$70.94	\$74.49	\$78.23
202.5 to < 225	\$70.04	\$73.54	\$77.22	\$81.08
225 to < 247.5	\$75.00	\$77.21	\$81.08	\$85.12
247.5 to < 270	xx	\$82.70	\$85.12	\$89.39
270 to < 292.5	xx	xx	\$89.39	\$93.86
292.5 or more	xx	xx	\$95.73	\$100.53

- 1 * 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. For Part-Time Faculty, hours worked beyond those allocated for a lab course or assignment must receive prior approval from AEA and will be paid at a rate of \$20.00 per hour. Hours worked beyond those allocated for a lab course or assignment without prior AEA approval shall be paid at the current minimum wage rate (currently \$16.90 per hour). Part-time Counselors, Librarians and other Special Services Faculty engaged in special services work are paid at the Lab rate based on an hour for hour compensation.

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ARTICLE 9: SALARY SCHEDULES

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

38 Faculty with earned Doctorates from regional institutional accrediting organizations shall be placed in the
39 E column of the Salary Schedule provided that the Doctorate is *relevant to the curriculum* they are
40 employed to teach. Once place 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

ARTICLE 9: SALARY SCHEDULES

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. 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 \$134.04, when broken down this amount includes a teaching hour at \$67.02 and a preparation and other outside teaching related duties hour at \$67.02 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 \$100.53, when broken down this amount includes a lab teaching hour at \$67.02 and 30 minutes of preparation and other outside teaching related duties at \$33.51 in terms of their compensation.

4

7 **Work Limitation**

Part-Time Instructional Unit Members are not permitted to work in excess of the assigned course, preparation and other outside related duties hours. Prior written approval from the AEA is required before performing any additional work. If additional work is authorized, it is agreed and understood the compensation for the additional work will be paid at twenty dollars (\$20.00) an hour. Although part-time faculty are not permitted to work in excess of the assigned course, preparation and other outside related duties hours as described above and in Article 16, in the event a part-time faculty member does submit a claim for work performed beyond the permitted hours without prior written approval from the AEA, 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.

8 **ACA Limits**

- 9 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).

10 **Professional Time Certification**

Part-time Instructional Unit Members will sign an acknowledgement that their professional rate of pay includes lecture, lab, out of class preparation, and other outside related instructional duties as delineated above and in

ARTICLE 9: SALARY SCHEDULES

Article 16. This acknowledgement shall be submitted with the instructional assignment offer.

The Part-time Instructional Unit Member will submit a certification of hours worked. This certification shall be submitted on a District form once per pay period. The duty to track time worked is the responsibility of the part-time faculty member. The 2025/2026 academic year is dedicated to implementing this new section. Commencing the 2026/2027 academic year, if a Part-time Instructional Unit Member fails to submit the certification by the stated deadlines, the Instructional Unit Member will be provided with a reminder. The Instructional Unit Member may lose their teaching assignment(s) if the certification is not submitted after the reminder.

511 **Adult Non-Credit Courses**

612 (Sierra Emeritus College)

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

814 time ~~Lecture/Lab~~hourly rate based upon Track II, Class C, ~~180240~~ to ~~<202.570~~ units as described in the part-time faculty

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

1016 constant for all adult non-credit instruction with modification only by negotiated adjustments to the Part-

1117 Time Faculty Salary Schedule.

1218 It is further agreed that the ~~Lecture/Lab~~hourly rate is based upon the Carnegie Unit of a 50 minute hour, consistent

1319 with the ~~Lecture/Lab~~hourly rate calculation prescribed for regular academic faculty.

1420 **Non-Credit Career Development & College Preparation Courses (CDCP)**

1521 The rate of pay for faculty teaching a non-credit CDCP course that has been approved by the Curriculum

1622 Committee, District and Chancellors Office as eligible for enhanced funding will be the same as that for

1723 credit courses.

18

19

ARTICLE 9: SALARY SCHEDULES

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ARTICLE 12 – ADDITIONAL COMPENSATION

ARTICLE 12: ADDITIONAL COMPENSATION

1 Head and Assistant Coaches

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

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

10 All Head and Assistant Coaches are eligible to receive a single stipend according to the chart below. Each
11 head and assistant coach shall receive only one (1) stipend per sport coached. Stipends are non-
12 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 @ \$ <u>11424</u>	3	1 @ \$ <u>6854</u>	2 @ \$ <u>3687</u> each
Basketball (men's)	1 @ \$ <u>11424</u>	2	1 @ \$ <u>6854</u>	1 @ \$ <u>3687</u>
Basketball (women's)	1 @ \$ <u>11424</u>	2	1 @ \$ <u>6854</u>	1 @ \$ <u>3687</u>
Football	1 @ \$ <u>11424</u>	6	4 @ \$ <u>6854</u> each	2 @ \$ <u>3687</u> each
Soccer (women's)	1 @ \$ <u>11424</u>	2	1 @ \$ <u>6854</u>	1 @ \$ <u>3687</u>
Softball	1 @ \$ <u>11424</u>	3	1 @ \$ <u>6854</u>	2 @ \$ <u>3687</u> each
TIER 2 SPORTS				
Diving	N/A	1	1 @ \$ <u>5826</u>	N/A
Swimming (men's)	1 @ \$ <u>9710</u>	1	1 @ \$ <u>5826</u>	N/A
Swimming (women's)	1 @ \$ <u>9710</u>	1	1 @ \$ <u>5826</u>	N/A
Volleyball (women's)	1 @ \$ <u>9710</u>	1	1 @ \$ <u>5826</u>	N/A
Water Polo (men's)	1 @ \$ <u>9710</u>	1	1 @ \$ <u>5826</u>	N/A
Water Polo (women's)	1 @ \$ <u>9710</u>	1	1 @ \$ <u>5826</u>	N/A
Wrestling	1 @ \$ <u>9710</u>	1	1 @ \$ <u>5826</u>	N/A
Sand Volleyball (women's)	1 @ \$ <u>9710</u>	1	1 @ \$ <u>5826</u>	N/A
TIER 3 SPORTS				
Cross Country (women's)	1 @ \$ <u>7996</u>	1	1 @ \$ <u>4798</u>	N/A
Track & Field (women's)	1 @ \$ <u>7996</u>	1	1 @ \$ <u>4798</u>	N/A
Golf (men's)	1 @ \$ <u>7996</u>	0	N/A	N/A
Golf (women's)	1 @ \$ <u>7996</u>	0	N/A	N/A
Tennis (women's)	1 @ \$ <u>7996</u>	1	1 @ \$ <u>4798</u>	N/A

ARTICLE 12: ADDITIONAL COMPENSATION

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

81 In subsequent years, (beyond the 2023-2024 school year) the Head Coach Stipend amount described in
92 the table above will be modified by the same Salary adjustment as is applied to the Full-Time Faculty
103 Salary Schedule in Article 9 of this CBA and rounded to the nearest dollar. The stipend amount for the
114 Level A Assistant Coaches will be set at 60% of the Head Coach amount for each Tier and rounded to the
125 nearest dollar. The stipend amount for the Tier 1 Level B Assistant Coach will be set at 53.8% of the Tier 1
13 Level A Assistant Coach amount and rounded to the nearest dollar. ~~14 [It should be noted that where the Tier
15 1 Level A Assistant Coach is above the 60% ratio with the Tier 1 Head Coach, which is currently the case,
16 the Tier 1 Level A Assistant Coach will stay at its current amount (not reduced) until such time as the Tier 1
17 Head Coach amount has moved up enough to set the 60% amount in place. Once the 60% amount has
18 been set in place, this clarifying language, within the brackets, will be automatically removed from the
186 CBA.]~~

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

219 The AEA, in consultation with the head coach, has the discretion to determine placement of assistant
2210 coaches in either Level A or B. Placement of assistant coaches in Level A or B shall not be subject to
2311 Article 19: Dispute Resolution and Grievances.

2412 Coaching stipends do not count toward the limitation of part-time faculty employment (65%) as described
13 in Article 16, nor is the assignment creditable for step movement on the part-time Lecture/Labhourly schedule.
14
25

2615 **SCCP Facilitation**

2716 Full-time faculty who are appointed to facilitate up to three (3) collaborative processes for the District in
2817 an academic year shall receive a stipend of 5% of Class B, Step 2 on the full-time Faculty Salary Schedule.
2918 This stipend is provided to those faculty members who have been jointly nominated by the Association
3019 and the District. The number of appointments for the academic year will be made jointly by the
3120 Association and the District on or about the start of the Fall Semester.

3221 Consideration to be appointed as a facilitator includes observable experience as an apprentice facilitator
3322 and experience as a trainer/facilitator in an off-campus training session on the collaborative process.
3423 Stipends will be paid at the end of each school year subject to verification of participation in the above.

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

1 50% payment if the student receives a "W"

2 100% payment if the student receives a grade "A, B, C, D, F, or incomplete"

3 **Independent Study: Part-Time Faculty**

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

6 The maximum number of students in any given semester will be five (5).

7 Approval for each independent study project must be obtained from the appropriate educational
8 administrator prior to student registration in an independent study course. Approval will be subject to
9 the loading status of each part-time faculty member. Part-time faculty loading is affected based on the
10 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%

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

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

14 50% payment if the student receives a "W"

15 100% payment if the student receives a grade of "A, B, C, D, F, or incomplete"

16 **Evaluation Stipend: Full-Time Faculty**

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

21 **Evaluation Stipend: Distance Learning Modality Experts**

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

24 **Distance Learning Course Development Review Stipend**

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

27

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

ARTICLE 14: WORK YEAR AND CALENDAR

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.

ARTICLE 15 – LEAVES

ARTICLE 15: LEAVES

General Provisions

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

Sick Leave – Full Time Faculty

Accrual

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

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

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

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

Unused sick leave may be accumulated without limit.

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

Usage

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

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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At the end of each fiscal year, or upon a change in assignment resulting in a change in assigned time, or upon retirement or termination of employment, total available hours of sick leave shall be retranslated into 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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For full-time faculty members who have combined assignment in both instructional and special service areas, accrual and usage shall be maintained separately for each area.

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

ARTICLE 15: LEAVES

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

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

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

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

Notification

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

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

Doctor Verification

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

Overload

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

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

Sick Leave – Part-Time Faculty

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.

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

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

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

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

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

Notification

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

Summer School Sick Leave

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

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

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

Additional Sick Leave

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

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

ARTICLE 15: LEAVES

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

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

Personal Necessity Leave

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

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

Members of the "immediate family" shall mean:

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

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

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

Personal necessity is charged against sick leave.

Birth and Adoption Leave

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

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

ARTICLE 15: LEAVES

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

3 **Bereavement Leave**

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

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

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

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

17 **Industrial Accident and Illness Leave**

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

20 **Commencement of Industrial Accident or Illness Leave**

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

24 **Usage**

25 Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to
26 Industrial Accident or Illness under this section has been exhausted, entitlement to other sick leave, or other
27 paid leave shall be used. If, however, a faculty member is still receiving temporary disability payments under
28 the workers' compensation laws of the State at the time of the exhaustion of benefit under this section,
29 he/she shall be entitled to use only so much of his/her accumulated and available sick leave or other paid
30 leave, which when added to the workers' compensation award provides for a day's pay at the faculty
31 member's full-time salary. Payment for salaries on any day shall not, when added to an award granted
32 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.

ARTICLE 15: LEAVES

- 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.

Eligibility to Receive Donated Leave

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

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

Donation Process:

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

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

Use of Donated Leave by Recipient:

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

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

Out of class preparation and other outside related duties may include, but are not limited to, course and instructional material preparation, lecture preparation, lab preparation, instructor initiated/course outline of record field trips, exam preparation, grading, regular and substantive interaction with students, classroom syllabi preparation, selecting course texts and other instructional materials, Student Learning Outcomes activities, learning management systems, completing legally required training, evaluation process participation, and communication with District employees and external partners in your role with the District. For Part-Time Faculty Instructional Unit Members there is one hour of out of class preparation and other outside related duties time for every hour of classroom lecture time and one-half hour (.5 hour) of out of class preparation and other outside related duties time for every hour of classroom lab time. This out of class preparation and other outside related duties time is included and incorporated into the pay as described in the Part-Time Faculty and Full-Time Faculty Overload Salary Schedule for Lecture and Lab.

8

910 Assigned Time – Instructional Faculty

1011 Is time which includes lecture hours, laboratory hours, office hours, and other assignments. Full-time
12 faculty are required to have not less than twenty-two (22) hours of assigned time per week.

13

14 The Parties agree the formula for a full-time instructional faculty member is as follows per semester:

15

16 Fifteen (15) Hours teaching

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

18 Seven (7) Office Hours (The 15 teaching hours and the 7 office hours together equal the 22
hours of assigned time for full-timers. 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)

19 Three (3) Hours of service to the College, including, but not limited to, service on campus
committees, hiring committees, service on evaluation committees of colleagues,
participatory governance

20

21 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 Faculty Office Hours Program), which
are paid separately. Part-time faculty do not have a District service obligation like full-time faculty do.

1122

1223 Assigned Time – Special Services Faculty – Librarians and Coordinators (as defined in

Article 16: Workload

Reviewed and approved June 12, 2018

ARTICLE 16: WORKLOAD

~~1324~~ Section 14.1)

~~1425~~ Is time which includes services and activities related to assignment. Special Services faculty are required to
~~1526~~ have not less than thirty-five (35) hours of assigned time per week.

~~1627~~ Assigned Time – Special Services Faculty – Counselors and Learning Disability

~~1728~~ Specialists

~~1829~~ Is time, which includes services and activities, related to assignment. These special services faculty are
~~1930~~ required to have not less than thirty (30) hours of assigned time per week.

~~2031~~ Unit

~~2132~~ Is that amount of credit received by the student.

~~2233~~ Loading Unit

~~2334~~ Is the equivalent value a faculty member receives for a lecture and/or laboratory hour.

~~2435~~ Primary Work Site

~~2536~~ Is the campus location of the majority (51% or more) of the faculty member's assigned time for the semester.

~~2637~~ Appropriate Educational Administrator (AEA)

~~38~~ For example, one of the following: Vice President; Executive Dean; Dean; Associate Dean.

~~39~~ STRS Creditable Service Hours for Part-Time Faculty

~~2740~~ 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 1,050 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,
~~3141~~ program development, and committee participation.

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.

GENERAL PROVISIONS

Minimum/Maximum Class Sizes

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

Voluntary Assignments

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

Elapsed Time between Daily Assignments

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

Faculty Loading – Instructional

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

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

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

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

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

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

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

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

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

Assigned Time – Instructional Faculty

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

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

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

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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

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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:

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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.

ARTICLE 16: WORKLOAD

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.

17 After one round of assignments, if there are classes and/or service assignments remaining, the most senior
18 part-time faculty may then choose to accept an assignment as offered by the AEA of one or more classes
19 from those remaining (not to exceed the limits as stated above), then the next most senior, and so on
20 down to the end of the list again. When all current part-time faculty have been offered classes by the AEA
21 up to the limits of their current pattern, classes and/or service assignments may be offered to newly hired
22 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%

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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

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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.~~

2419 **Office Hour Assignments**

2520 Part-time faculty members at the maximum load may offer office hours in accordance with Article 12,
2621 Additional Compensation. No other duties will be assigned to part-time faculty with the maximum load.

2722 **Date of Seniority**

2823 For part-time instructional faculty, the date of seniority shall be established as the first day of the
2924 semester within which the instructor of record's contract was fulfilled. This shall not include flex time or
3025 other paid non-instructional/non-service activities. For part-time special services faculty, the date of
3126 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.

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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 A

Memorandum of Understanding Between the Sierra Joint Community College District and Sierra College Faculty Association

This is a Memorandum of Understanding ('MOU' or 'Agreement') between the Sierra Joint Community College District ('District' or 'Sierra College') and the Sierra College Faculty Association ('SCFA') collectively referred to as 'Parties' and relates to the expansion of healthcare benefits to be made available to Part-Time Faculty ('PTF'). This MOU represents a pilot program starting with the 2026-27 academic year.

I. General Information

- A. SCFA and the District have a shared interest in providing greater access to healthcare benefits for part-time faculty employed at Sierra College.
- B. In June 2022, the 2022-23 State Budget was ratified which expanded the Part-Time Faculty Health Insurance Program by increasing funding from \$490,000 per year to \$200.5 million per year, to reimburse districts who provide certain medical insurance benefits to part-time faculty.
- C. AB 190 (chaptered as California Ed Code Sections 87860 – 87868) allows districts to receive up to 100% reimbursement (depending on statewide utilization of reimbursement funds) for their part-time faculty medical insurance healthcare benefits program provided the district fulfills the following criteria:
 - 1) Offers medical insurance coverage to all part-time faculty who meet the requirements in subdivision (c) of Ed Code section 87861.
 - 2) Offers part-time faculty the same medical insurance benefits provided to the full-time faculty at the community college district.
 - 3) Limits individual premiums paid by part-time faculty to no more than the actual individual premium paid by full-time faculty in that district.
 - 4) Offers medical insurance coverage to all multidistrict part-time faculty who meet the requirements in subdivision (b) of Ed. Code section 87861, and pursuant to section 87865.
- D. Sierra College's current Benefit Plan Year (for healthcare insurance rates) runs from October 1 through September 30 of each year and all medical insurance plans are currently provided through SISC (Self-insured Schools of California Joint Powers Authority). Dental and vision insurance premiums are fully self-paid by the employee and are provided through Delta Dental (DeltaCare DHMO, Delta Dental PPO) and VSP Vision Care, respectively.
- E. The Parties agree the District's primary responsibility regarding scheduling instructors and classes is to best meet the needs of the students and programs. The desires and needs of individual employee's schedules are naturally subordinate to these primary responsibilities of the District.

II. Eligibility and Plan Enrollment For District Sponsored Health Care Benefits

- A. **Criteria** - A part-time faculty member shall be eligible for the same District-sponsored healthcare benefits (i.e., medical, dental, vision coverage) provided to full-time faculty members so long as the part-time faculty member meets the following criteria for eligibility:
- 1) The part-time faculty member has a current Primary Term assignment at Sierra College that is greater than or equal to 40% of a full-time assignment ('Load') AND had assignments ('Load') in the previous two consecutive Primary Terms equal to or greater than 40% of a full-time assignment ('Load') with the District. Primary Terms are defined as Fall and Spring semesters.
 - 2) The employee must meet this requirement for each of the Primary Terms to remain eligible.
 - 3) The part-time faculty member must not be receiving health insurance coverage from another employer, either directly, as a spouse, domestic partner or as a dependent in accordance with Education Code Section 87864.
- B. An eligible part-time faculty may elect to choose medical/ dental/ vision for one party, two party or family coverage. To be included in plan coverage, dependents of part-time faculty members participating in the District-sponsored healthcare program shall not be receiving benefits from another source simultaneously.
- C. Retired annuitants or part-time faculty members who are eligible for Medicare Insurance are not eligible for this program.
- D. The District will offer the same medical, dental and vision plans that are currently available to full-time faculty to qualifying part-time faculty. Coverage under these medical, dental and vision plans shall be subject to the availability of such plans to the District. However, Part-time faculty are NOT eligible to participate in the following programs, including but not limited to:
- 1) Flex Spending Account (e.g. healthcare, dependent care)
 - 2) Health Savings Account contributions
 - 3) Any District-sponsored life insurance program
 - 4) District-provided Accidental Death & Dismemberment insurance
 - 5) District-provided long term and short-term disability insurance
 - 6) Retirement healthcare benefit programs
- E. **Coverage Periods** - The District will offer two Part-Time Faculty healthcare coverage periods per year as follows:
- 1) **August-thru-January Coverage Period**
On or about July 1, and based on actual upcoming fall semester teaching assignment, the District's Human Resource Department ('HR') will notify Part-Time Faculty members of their eligibility to participate in the upcoming August-thru-January healthcare Coverage Period.

If the Part-Time Faculty member chooses to enroll in medical, dental or vision insurance coverage, the Part-Time Faculty member must enroll during the Part-Time Faculty Open Enrollment period as communicated by HR (on or about the first three weeks of July).

2) February-thru-July Coverage Period

On or about January 1, and based on actual upcoming spring semester teaching assignment, HR will notify Part-Time Faculty members of their eligibility to participate in the upcoming February-thru-July healthcare Coverage Period.

If the Part-Time Faculty member chooses to enroll in medical, dental or vision insurance coverage, the Part-Time Faculty member must enroll during the Part-Time Faculty Open Enrollment period as communicated by HR (on or about the first three weeks of January).

- F. **Enrollment Period/Qualifying Event** - Once healthcare coverage is selected by the part-time faculty member, the employee is committed for the full six-month Coverage Period unless the employee experiences a Qualifying Life Event (e.g. gaining a dependent, change in marital status). If a Qualifying Life Event occurs, the part-time faculty member has thirty (30) calendar days to notify HR of the change and make healthcare enrollment changes.
- G. **Termination, Notice & COBRA** - Once coverage is elected, the employee will remain in the program until appropriate notification is provided to HR or employee no longer meets the eligibility requirements. Part-time faculty members are required to provide thirty (30) calendar days' notice prior to voluntary termination of benefits. Voluntary terminations become effective at the end of the current six-month Coverage Period. Part-time faculty members who sever their employment relationship with the District shall have the option to continue health coverage (COBRA) rights with up to 18 months of additional coverage in accordance with state and federal law.
- H. **Decline Coverage** - If an eligible part-time faculty member declines coverage or fails to enroll when offered, the Part-Time Faculty member must wait until the next Part-Time Faculty Open Enrollment period to participate in the program and participation is dependent on meeting program eligibility at the next Open Enrollment window.
- I. **Premium Payments** - Any eligible part-time faculty who enrolls in healthcare coverage shall authorize pre-tax payroll deductions for the cost of the premiums. Premiums for healthcare coverage will be collected each semester in four equal installments per Table 1 below.

If an enrolled part-time faculty's paycheck is not sufficient to cover the cost of premiums, the employee shall be responsible for timely self-paying HR for the shortfall no later than 20 days after the close of the applicable Payroll Month for which premiums were due in accordance with Table 1 below. Payment shall be made by personal/cashier check or money order made payable to 'Sierra College'.

If payment is not made by the 20th day of the applicable month, then HR will retroactively terminate employee's healthcare coverage (up to 90 days), in order for the District to be fully reimbursed for the employee's share of unpaid premiums.

If healthcare coverage is terminated due to unpaid premiums, the employee becomes financially responsible for paying the healthcare provider directly for any services rendered.

TABLE 1						
	August-thru-January Coverage Period			February-thru-July Coverage Period		
	Payroll Month	Paycheck Date	Self-Pay Due Date	Payroll Month	Paycheck Date	Self-Pay Due Date
Installment #1	September	Oct 10	Oct 20	February	Mar 10	Mar 20
Installment #2	October	Nov 10	Nov 20	March	Apr 10	Apr 20
Installment #3	November	Dec 10	Dec 20	April	May 10	May 20
Installment #4	December	Jan 10	Jan 20	May	Jun 10	Jun 20

J. **Change in Assignment/Load** - If a part-time faculty member is informed that their load for the current or upcoming Primary Term will be less than 40%, the employee may elect to:

- 1) Retroactively terminate healthcare coverage back to the start of the Coverage Period
OR
- 2) Continue in the plan and accept responsibility for paying one hundred percent (100%) of the cost of the healthcare plan retroactively back to the start of the Coverage Period.

If part-time faculty member fails to make a timely election, the District reserves the right to retroactively cancel coverage to ensure any unpaid premiums do not become an obligation for the District. If healthcare coverage is terminated due to unpaid premiums, the employee becomes financially responsible for paying the healthcare provider directly for any services rendered.

K. **Reimbursements** - The District shall be responsible for seeking reimbursement from the California Community Colleges Chancellor's Office ("Chancellor's Office") in a timely manner, to cover the employer portion of the part-time faculty healthcare benefits costs.

L. The District will follow the same format, process, and timing for determining eligibility in subsequent years for as long as this MOU remains in effect.

III. **Reimbursement Under the Multi-District Part-Time Faculty Program For Part-Time Faculty Not Meeting 40% FTE at Sierra College**

A. **General Eligibility Information** – to be eligible for health insurance premium reimbursement under this program, Part-Time Faculty must meet the following criteria:

- 1) Multi-district part-time faculty member must have assignments ('Load') at two or more community college districts that equal or exceed 40% of the cumulative equivalent of a full-time assignment ('Load');
 - 2) Multi-district part-time faculty member, or their dependents whose premiums for health insurance are paid by an employer other than a community college district are not eligible to participate in the program;
 - 3) Multi-district part-time faculty member with assignments ('Load') of 40% or more at a single district that offers part-time faculty benefits are not eligible to participate in the program;
 - 4) Multi-district part-time faculty members must have individually purchased a healthcare plan.
 - 5) The District's share shall be determined by dividing the total health insurance premium paid by the multi-district part-time faculty member by the total number of community college districts in which the part-time faculty member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the multi-district part-time faculty member had been a full-time faculty member purchasing the District's most commonly subscribed family medical plan.
- B. **Certification** – A multi-district part-time faculty member seeking reimbursement from the District under this provision (Section III) shall complete and submit an (a) Application for Reimbursement and (b) certain documentation as defined by HR which together will be referred to as Enrollment Documentation. The Enrollment Documentation will be used to certify that the employee meets the eligibility requirements as stated in this MOU and to obtain proof of payment for qualifying healthcare coverage.
- C. **Due Dates:** A qualifying multi-district part-time faculty member must provide the Enrollment Documentation to HR on or before February 1 for the August-thru-January Coverage Period, and on or before August 1 for the February-thru-July Coverage Period. A single application is submitted covering each above-defined six-month Coverage Period.
- D. **Reimbursement** – Once documentation is certified by HR, the District shall issue a reimbursement equal to its share of this premium payment for the associated six-month Coverage Period.
- E. **District Share** - The District's share shall be determined by dividing the total health insurance premium paid by the multi-district part-time faculty member by the total number of community college districts in which the multi-district part-time faculty member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the multi-district part-time faculty member had been a full-time faculty member purchasing the District's most commonly subscribed family medical plan.

IV. General Provisions

- A. **Term.** The Parties agree that this MOU shall expire on June 30, 2027, unless extended or modified by mutual written agreement.
- B. **Not Precedent Setting.** The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.
- C. **Reimbursement Changes.** In the event the District implements this program and the District receives less than 100% of eligible reimbursement claims from the California Community Colleges Chancellor's Office (CCCCO), the Parties shall re-open negotiations of the matters covered in this MOU to determine how the shortfall will be addressed. The intent of this program is for the District to remain 'cost neutral'. This MOU is contingent upon state funding and if the state discontinues the program and funding, the program will immediately cease to exist and this MOU will become null and void.
- D. **Clarification.** In the event the District receives clarification from the CCCCCO regarding eligibility for this program, the Parties agree to reopen this MOU to ensure this MOU reflects the current legal requirements for part-time faculty to participate in this program.
- E. **District Not Liable for Changes to Assignments.** The District shall not be liable for changes in courses, scheduling, and/or teaching assignments for part-time faculty resulting in a change in their eligibility for healthcare benefits.
- F. **Return to Bargaining.** Prior to the end of the 2026-27 academic year, the Parties agree to return to the bargaining table to negotiate a possible continuation of the MOU.
- G. **Execution.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a full executed Agreement. Signatures through electronic verification, or signatures transmitted by fax or email shall be deemed original signatures.
- H. This Agreement establishes no past practice or precedent between the Parties and shall not alter the terms of the current Collective Bargaining Agreement.

For the DISTRICT:

For SCFA:

Dated:

Dated:

Ryan Davis

Feb 20, 2026

Ralph McGill

Ralph McGill (Feb 20, 2026 13:59:19 PST)

Feb 20, 2026

Ryan Davis, Vice President of Human Resources

Ralph McGill, Chief Negotiator

EXHIBIT B

MEMORANDUM OF UNDERSTANDING
Between the
SIERRA JOINT COMMUNITY COLLEGE DISTRICT
And the
SIERRA COLLEGE FACULTY ASSOCIATION
March 3, 2025

The representatives of the Sierra Joint Community College District ("District") and the Sierra College Faculty Association ("SCFA") hereby agree to the following terms:

Distance Learning Process and Article 22 Modifications:

1. The Parties have worked collaboratively on modifying the processes used by the Distance Learning Department to assist faculty in delivering, preparing for and training for online course delivery. The Parties have also worked to modify Article 22 of the Collective Bargaining Agreement ("CBA") regarding Distance Learning. It is the intent of the Parties that the modifications to the Distance Learning Article (22) attached in Exhibit A will be included in the next Tentative Agreement this Spring and be subsequently included in the updated CBA once ratified by the Parties. It is also the intention of the Parties that the modifications described in the revised Article 22 will go into effect this Spring 2025 semester by action of this MOU, once executed by the Parties, in order to address a current backlog of courses requiring review.
 - a) Exhibit A (attached) includes a version illustrating the modifications and a clean version.
2. Individual faculty with a new online course being reviewed this semester (Spring 2025) and in doing so anticipated receiving the \$500 stipend for a new specific online or hybrid course that successfully passes course review, as referenced in the previous language of Article 22 of the CBA, will receive the \$500 stipend.
3. This agreement establishes no past practice or precedent between the Parties and shall not alter the terms of the current Collective Bargaining Agreement.

Dated Mar 4, 2025

For the District:

Ryan Davis

Ryan Davis, Vice President of Human Resources

Dated Mar 4, 2025

For SCFA:

Kara Perry

Kara Perry, Chief Negotiator

Beth Ervin

Beth Ervin (Mar 4, 2025 12:53 PST)

Beth Ervin, SCFA President

Mar 4, 2025

ARTICLE 22: DISTANCE LEARNING INSTRUCTION

1 The mission of Sierra College is to provide an inclusive and safe educational environment for our
students.
2 We remain committed to meeting the varied needs of our students for both in person and online
learning
3 and services. Our mission requires us to provide a strong faculty and staff presence in both online and
on-
4 ground modalities, which is integral to creating a collegial, inclusive environment for employees and
5 students. Sierra College recognizes that the availability of both online and on-ground scheduling can
6 provide flexibility for our employees while contributing to student success.

7 Each full-time faculty member is assigned a primary work site (Rocklin, Roseville, NCC or TT) and will
work
8 their accountable hours at that primary site with some flexibility to work off campus based on the AEA's
9 right of assignment. Full-time faculty members are expected to be generally available Monday through
10 Friday as needed to work on or off campus.

11 Definitions

12 _____ Online Course

13 A course that is delivered 100% online with no in-person attendance required.

14 Synchronous Online

15 The class has mandatory scheduled meeting times through an online meeting platform (e.g.
16 Zoom).

17 Asynchronous Online

18 The class has no mandatory scheduled online class meetings.

19 Hybrid Course

20 A course that is delivered partially online and partially in-person. Any course with both online
21 instruction and scheduled in-person meetings is a hybrid course.

22 Hy-flex Course

23 A course that is offered in-person and synchronously online. Students may choose their method
24 of attendance each day.

25 Distance Learning and Instructional Technology Committee (DLIT)

26 DLIT consists of the Distance Learning Coordinator, distance learning educational administrator
27 and a minimum of seven faculty (full or part-time) appointed by the Academic Senate.
Additional
28 faculty may be appointed so that disciplines taught in the distance learning format are
29 represented.

ARTICLE 22: DISTANCE LEARNING INSTRUCTION

30 These definitions reflect practice at the time of this contract, but may change as student needs
31 and technology evolve.

ARTICLE 22: DISTANCE LEARNING INSTRUCTION

1 Assignment

2 AEA's AEA's have right of assignment and will work to keep instructor interest and availability in mind
while
3 making assignments that best meet student and scheduling needs. As a result, a Full-time faculty
member
4 will have a mix of on-ground and online assignments in their teaching load. In unusual circumstances,
the
5 AEA may determine that departmental scheduling needs are best met by offering a full-time faculty
6 member a 100% online teaching load. In such cases, the AEA will bring forward the request to be
7 approved by SCFA and the VPI.

8 Full-time faculty teaching online retain the obligation to fulfill professional responsibilities and engage in
9 the participatory governance process, which may include on-ground activities and meetings. Employees
10 may also be required to attend in-person on campus meetings scheduled by the Supervisor or District
11 Administration during the term of the Agreement, including potentially on days when they otherwise do
12 not teach on-ground courses.

13 Class Size

14 Maximum class sizes are determined for pedagogical reasons; therefore, on-ground, online and hybrid
15 courses will utilize the same maximum class sizes as stated in the curriculum course outline of record.

16 Summer Load Limit

17 A faculty member shall not teach more than 10 loading units online in any summer, defined as the
period
18 between end of spring semester and beginning of fall semester. ~~To exceed these limits, the faculty A~~
~~teaching load of more than 10 units online during the summer requires approval by the appropriate VP and the~~
~~SCFA.~~
19 ~~member must receive express written permission from the AEA, CIO and the Association (SCFA).~~

20 Faculty/Student Interaction for Online Instruction

21 Online faculty should be online for a minimum of four out of seven days per week and at least three
hours
22 per week. Online instruction shall include regular and substantive interactions between students and
23 faculty, ~~as defined by ACCJC and DLIT.~~ In most instances, students should be able to get a response from faculty
within a reasonable
24 amount of time, which must also be defined in the syllabus for the course.

25 Online and Hybrid Course Review Process

26 ~~All faculty must complete online training offered~~ Faculty will go through the Distance Learning Department, from
an
27 approved campus, or through @ONE prior a review process to being assigned and be able to teach online
or hybrid course. Additionally, the classes. Approval process:
28 course will be reviewed for effective practices and accessibility according to the timelines established by

ARTICLE 22: DISTANCE LEARNING INSTRUCTION

29 the AEA in conjunction with DLIT committee:

- Faculty must take training either before they are assigned to online classes or during the first semester they teach.
- Faculty who have completed qualified training elsewhere (as determined by DL) do not have to complete Sierra's training.
- Faculty will go through the approval process the second semester they teach online (whether they are teaching the same class they did the first semester or a different one).
- This approval process is separate from the contractual evaluation process.

30

Online Training and Online and Hybrid Course Review Stipends

31 Compensation for online training and online/hybrid course reviews is as follows:

32 1. A faculty member who has completed the Distance Learning Department's online training will
33 receive a \$1000 stipend.

34 2. Upon successfully passing the course review for their first online or hybrid course, the faculty
35 member is approved to teach online and will receive an additional \$1500 stipend.

3. After Online Teaching Assignments

Once a faculty member has received been approved to teach online, they can be assigned any online or hybrid class they have the initial MQs to teach. AEA's reserve right of assignment when assigning all classes, regardless of modality.

Approval will be for three years (6 consecutive semesters) from the first approved semester.

1 • DL will develop refresher training and course review stipends totaling (3 hours), updated annually. The purpose of this training is to provide updates on new technology, expectations for effective practices, accessibility requirements, requirements for accreditation, etc.
2 \$2500, they will be eligible to receive a stipend of \$500 for each new online or hybrid course that
3 successfully passes course review.

4 a. The \$500 stipend will be awarded only once for a specific course, whether it is an online
5 or hybrid course.

6 b. If the approved course is an online course, the faculty member can be assigned to teach
7 the course as a hybrid without going back through the course review process. However,
8 if the approved course is a hybrid course, the faculty member must go through the
9 course review process during the first semester of teaching the course online.

- In semester 4 or 5, approved faculty are required to complete the refresher training. Faculty who do not complete training by the end of semester 5 cannot be assigned to online or hybrid classes beginning semester 7 until the training is completed.

Example: A faculty member passes online course review in Fall 2025. By the end of Fall 2027, they have not completed the refresher training. They may (at the discretion of the AEA) be assigned online classes for Spring 2028 (semester 6), but they cannot be assigned online classes beginning Fall 2028 until the

ARTICLE 22: DISTANCE LEARNING INSTRUCTION

training is completed. Depending on the needs of the class schedule, a delay in a faculty member's completion of the refresher training may result in their pattern not being met for one or more semesters.

Once a faculty member has been approved to teach online, their continued use of effective practices and adherence to accessibility requirements will be considered as part of the normal full- or part-time evaluation process.

- If a faculty member is teaching online, they will be evaluated in that modality.
- When a faculty member is being evaluated online, at least one class observation should be done by a currently approved faculty member who will consider both effective practices and accessibility requirements. The same class may be evaluated by both a qualified online reviewer and a discipline expert if appropriate.

ARTICLE 22: DISTANCE LEARNING INSTRUCTION

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ARTICLE 22: DISTANCE LEARNING INSTRUCTION

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AEAs have right of assignment and will work to keep instructor interest and availability in mind while making assignments that best meet student and scheduling needs. As a result, a full-time faculty member will have a mix of on-ground and online assignments in their teaching load. In unusual circumstances, the AEA may determine that departmental scheduling needs are best met by offering a full-time faculty member a 100% online teaching load. In such cases, the AEA will bring forward the request to be approved by SCFA and the VPI.

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ARTICLE 22: DISTANCE LEARNING INSTRUCTION

FINAL Mediated Tentative Agreement SCFA and District 2.20.26

Final Audit Report

2026-02-20

Created:	2026-02-20
By:	Ryan Davis (rdavis23@sierracollege.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMFCvh72d0HKfQD0Dp9jYviiuNcW7H4JG

"FINAL Mediated Tentative Agreement SCFA and District 2.20.26" History

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-  Document e-signed by Ryan Davis (rdavis23@sierracollege.edu)
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 Signer mcannon@lozanosmith.com entered name at signing as Michelle L. Cannon

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 Agreement completed.

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