

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL-DE ANZA FACULTY ASSOCIATION**

This memorandum of understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

This memorandum serves to clarify the terms and conditions of the participation of eligible faculty employees in the voluntary Supplementary Retirement Plan (the "SRP") offered by the District for the 2025-2026 year.

The parties agree that the following shall apply to all faculty employees participating in the SRP, subject to final analysis of the actual applications of District employees and upon final approval of the SRP Plan by the Board of Trustees (the "Board"). In the event the Board does not approve the implementation of the SRP, these provisions shall not apply to any person separating from employment during the 2025-2026 year. Further, these provisions shall not apply to any faculty employee separating employment during the 2025-2026 year but who are not participating in an approved SRP.

Benefit Level

The benefit level shall equal 75% of Final Pay. For purposes of this plan, Final Pay shall be defined as the Base Salary exclusive of any other additional pays, according to the salary schedule placement on the 2025-2026 Salary Schedule or contract multiplied by the participant's current FTE (full-time equivalence).

For those on an approved leave of absence, Final Pay shall be defined as the Base Salary exclusive of any other additional pays, according to the salary schedule placement on the 2025-2026 Salary Schedule or contract as if the participating employee had worked in the same classification in regular status for the entire 2025-2026 Academic Year.

For those participating in the Reduced Workload Program, Final Pay shall be defined as the Base Salary exclusive of any other additional pays, according to the salary schedule placement on the 2025-2026 Salary Schedule or contract as if the participant was working 1.0 FTE

SRP Eligibility Criteria and Participation Requirements

Participants must meet all eligibility criteria and satisfy all participation requirements set forth in Attachment A, including the applicable age and service criteria, the required submission deadlines, and the effective date of separation from employment. Participation in the SRP also requires execution of the District's Early Retirement Incentive Waiver & Release Agreement, as described in Attachment A. Attachment A is incorporated by reference and made a part of this MOU

Separation Requirements

Participants must comply with the separation requirements set forth in Attachment A, including the deadlines for submission and the conditions under which a separation becomes irrevocable.

Professional Development Leave (PDL)

Faculty SRP participants shall complete all PDL activities scheduled and approved for the 2025-26 year through their date of resignation, including the submission of a PDL report for all activities approved for the applicable quarter, up to their date of resignation. The PDL Report shall be submitted not later than 30 days following completion of the last quarter of PDL leave applicable during the 2025-2026 year. Failure to submit a report or to complete approved activities may require repayment to the District for compensation paid to the faculty employee while on PDL Leave.

Participants shall not be required to complete any remaining PDL quarters of leave, and shall not be required to complete any additional return service following their date of resignation.

Health Benefits Implications

The parties acknowledge that CalPERS health plan requirements state that plan participants must either be in active status or be an annuitant in PERS or STRS within 120 days of separation. If a faculty member participates in the SRP but does not establish annuitant status with PERS or STRS in accordance with CalPERS Health the faculty employee will not be able to continue participation in a health plan with CalPERS Health; except that, participants may continue coverage for a limited period of time by meeting the requirements of a qualifying life event under COBRA.

Health Benefits Coverage

SRP participants who retire from CalPERS or CalSTRS and meet the eligibility requirements for retiree medical benefits shall receive such benefits in accordance with the applicable provisions in the FA collective bargaining agreement.

In the Event the Board Does Not Approve Implementation of the SRP

In the event the Board does not approve implementation of the SRP, all applications and accompanying letters of resignation submitted as part of the SRP application shall be automatically rescinded and considered null and void. In the event the letters of resignation are automatically rescinded, a faculty employee who wishes to separate from employment shall be required to submit a separate letter of resignation in accordance with Article 30.

Post-Separation Employment under Article 19

Faculty SRP participants are prohibited from participating in Article 19 employment following their date of separation.

Post-Separation Employment under Article 21

Faculty who participate in the SRP and retire from the District may return to post-retirement, part-time faculty employment in accordance with Article 21 for up to three academic years immediately following their date of separation, subject to applicable CalSTRS/CalPERS restrictions. At the time of resignation, faculty must indicate the intent to retire and return under Article 21. Depending on available assignments, SRP faculty teaching under Article 21 shall receive two assignments, if requested, before any part-time faculty employee with reemployment preference. Distribution of additional assignments, if available, shall be made in accordance with Article 21 and Article 7.

Faculty who return under Article 21 may retain their District issued computer to use while performing the duties assigned under Article 21. At the conclusion of service under Article 21, the faculty shall return all equipment to the district. This provision is not intended to set a precedent nor create an on-going obligation to provide district computers to part-time faculty beyond this MOU.

During the three-year period following separation under this MOU, retired faculty may be considered for part-time assignments after part-time faculty with reemployment preference under Article 7.

Faculty who held reemployment preference under Article 7 at the time of retirement shall retain that seniority; however, such seniority shall not confer assignment priority during the three-year period described above. After the three-year period ends, Article 7 seniority and assignment rights shall apply in the normal manner.

Early Notice Incentive

Faculty who have submitted Appendix X Early Notice in accordance with Article 20 may choose to participate in the SRP. Faculty who have met the requirements of Article 20, including having submitted the required irrevocable Letter of Resignation, shall be eligible to receive the incentive; that is, eligible faculty may receive the \$7,500 incentive with payment made in accordance with Article 20. However, if their Appendix X indicated participation in Article 19, the SRP participant must elect Article 21 in lieu of their Appendix X Article 19 selection.

Agreed to on December 11, 2025

Dianna L. Rose

Foothill-De Anza Community College District

Kathy Perino

[Kathy Perino \(Dec 15, 2025 09:01:34 PST\)](#)

Foothill-De Anza Faculty Association

Attachment A
Eligibility Criteria and Participation Requirements

Eligibility Criteria

1. Full-time tenured faculty, including those participating in the Reduced Workload Program (Article 18) who:
 - a) Have completed at least five (5) years of continuous District service as a permanent employee on or before June 26, 2026; and
 - b) Are eligible to retire under CalSTRS or CalPERS by June 26, 2026.

Participation Requirements

1. The SRP must have sufficient plan participation to meet the District's fiscal and operational objectives by the enrollment deadline of February 6, 2026, for the incentive to go into effect. Participating employees shall submit:
 - a. All required SRP enrollment materials, and
 - b. District Letter of Resignation, and
 - c. Early Retirement Incentive Waiver & Release Agreement

to the office of Public Agency Retirement Services (PARS) on or before this deadline. Resignations of participants are irrevocable after 5:00PM February 13, 2026, and may not be rescinded unless the District withdraws the SRP pursuant to Paragraph 2 below.

2. If a level of participation acceptable to the District has not been reached, as determined by the District and based on applications filed by the enrollment deadline, the District may withdraw the SRP, and will notify enrolled employees of the withdrawal on or before April 10, 2026. If the District withdraws the SRP, resignations will be null and void and automatically rescinded.
3. Participation in the SRP requires all of the following:
 - a. Submission of all required SRP enrollment materials, District Letter of Resignation, and Early Retirement Incentive Waiver & Release Agreement to PARS no later than February 6, 2026 at 5:00pm; and
 - b. Resignation from District employment effective after completing the 2025-26 Academic Year, June 26, 2026.
 - c. Enrolled employees may rescind their resignation and participation in the SRP by submitting written notice to the PARS office by 5pm on February 13, 2026.
 - d. Resignation from District employment and participation in the SRP is irrevocable and cannot be rescinded after 5pm on February 13, 2026, unless the District withdraws the SRP.

- e. Employees whose resignation or retirement have already been accepted by the Board, and whose Board-approved separation date is earlier than June 26, 2026, are not eligible for the SRP. These separations may not be rescinded or amended for the purpose of establishing SRP eligibility.
- f. Participating employees shall resign irrevocably and have no right to return to their permanent position in the District.
- g. Participating employees shall not return to the District under a regular contract or permanent position without forfeiting their SRP benefit.

FA SRP MOU Final 12.11.25

Final Audit Report

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