

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
THE ASSOCIATION OF CLASSIFIED EMPLOYEES

This Memorandum of Understanding ("MOU") is entered into by and between Foothill- De Anza Community College District ("District") and the Association of Classified Employees ("ACE").

WHEREAS The Title 2 of the California Code of Regulations (C.C.R.) section 571 exclusively identifies and defines special compensation that is reportable for employees with Classic CalPERS membership, and includes special compensation for “educational incentive” per CCR 571(a)(2) Educational Pay. Further, only special compensation items that are in a collective bargaining agreement that meet the specific definitions pursuant to C.C.R. section 571 are reportable to CalPERS.

WHEREAS The current language in Article 8.5, Article 10.13 and Appendix B, Section 1 of the ACE Agreement pertaining to PGA credit for completing educational courses, certificates and degrees which enhance their ability to do their job is consistent with the above definition of educational incentive.

WHEREAS The Professional Growth Award is not fully reportable as special compensation as it is currently reflected in the ACE Agreement.

WHEREAS The parties must amend the ACE Professional Growth Award language to specifically define the amounts in Appendix B for each category (1-6). Only a part of category 1 regarding the completion of coursework, certificates and degrees which enhances the employee’s ability to do their job is reportable to CalPERS. Category 2-6 and part of category 1 are not reportable to CalPERS.

WHEREAS The part of category 1 not reportable to CalPERS is “In lieu of college, adult education, trade school, and CEU’s unit members who serve as Chairs in leadership positions in which the District does not pay for backfill, may count for 30 hours of their leadership hours under this section. This includes, but is not limited to, positions such as Classified Senate Presidents, Chair of Negotiations, and Chairs of Accreditation Teams. Unit members must get approval by the Director, Human Resources prior to participating for this award to confirm the leadership position qualifies under this section.”

THEREFORE:

Recognizing that only a part of category 1 is reportable to CalPERS, the parties agree to the following calculation method to reflect what is reportable:

Following a credit issued to the District account by CalPERS.

1. The District will reverse previously reported amounts for earned Professional Growth Awards in their entirety including pay rate, earnings, employee pre-tax, employer cost, etc.
2. The District (Payroll Services) shall re-report earnings for the following calculation:
 - a. Award \$ amount x Hours Earned in Category 1/Hours of Eligible Award Amount. For example, if the award amount was \$90/month and the educational coursework accounted for 198 hours of the 200 hours required, the portion re-reported to CalPERS shall be $\$90 \times 198/200 = \89.10 .
3. The District shall refund employee(s) any amounts owed based on the re-reported calculation. The employee shall still be credited with full pay of the PGA award but that portion that is not subject to reporting to CalPERS shall not be assessed the PERS retirement contribution.

THEREFORE:

Article 8.5 shall be amended as follows:

Article 8.5 Professional Growth Award

Effective July 1, 2017, the maximum payment for Professional Growth Awards shall be \$1080 per year, at the rate of \$90 per month for each month of contracted assignment, for all workers who meet the requirements. A worker is eligible for a maximum of 12 awards or \$12,960 in Professional Growth Awards. Although only workers who have successfully completed their initial probation period are eligible to apply, the award does not depend upon longevity in a position but on the successful completion of and participation in activities designed to enhance and update performance through continuing education and involvement in professional organizations and associations, to improve the capabilities of the worker during the period of employment with the District.

A worker who wishes to fulfill the criteria for the Professional Growth Award shall file an application with the Professional Growth Review Panel. The Review Panel shall assign hours for each course or activity. For every 200 hours accumulated, the award shall be made and the change in salary shall be effective on the first of the month following the final acceptance of verification by the Review Panel. ~~After two~~ ~~Two~~ years of service in paid status after the last award is given, a worker is eligible for another award. Those workers who received a Professional Growth award prior to the existing program shall continue to receive that award.

Employees are advised that while they shall receive the full payment of the PGA award, only that portion of the PGA activities that meets the definition of "special compensation" as determined by CalPERS and in accordance with CCR 571(a)(2) Educational Pay under the definition of "Educational Incentive" shall be reportable to CalPERS for retirement purposes. In order to meet the definition of educational incentive, the activity must meet the definition of completion of educational courses,

certificates and degrees which enhance their ability to do their job. The portion deemed reportable to CalPERS shall be determined as follows: Award Amount x hours attributable to the educational incentive activity/200. For example, if the award amount was \$90/month and the educational coursework accounted for 110 hours of the 200 hours required, the portion re-reported to CalPERS shall be $\$90 \times 110/200 = \49.50 .

Details of the plan are in Appendix B. Application forms for approval of courses and activities shall be available in the Office of Human Resources and from members of the Professional Growth Review Panel.

The Professional Growth Award is awarded independently of Longevity and is based on growth beyond normal requirements of the position through specific efforts during the period of employment. Changes to this award become effective the first of the month following ratification of this contract.


Classified hourly employees are not eligible for Professional Growth Awards.

As these changes reflect the current practice, the effective date of implementation shall be retroactive to July 1, 1985.



Myisha Washington, District Chief Negotiator

05/26/2020
Date



Chris White, ACE President

05/26/2020
Date