MEMORANDUM OF UNDERSTANDING

BETWEEN

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

AND

THE PARTICIPATING UNIONS OF THE JOINT LABOR MANAGEMENT COUNCIL

("JLMBC") COMPOSED AS FOLLOWS:

ASSOCIATION OF CLASSIFIED EMPLOYEES,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,

FACULTY ASSOCIATION,

POLICE OFFICERS ASSOCIATION,

AND TEAMSTERS

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District (District) and the following Unions: the Association of Classified Employees (ACE), the California School Employees Association (CSEA), the Faculty Association (FA), the Police Officers Association (POA), and the Teamsters.

The parties agree that the following provisions, described in Sections I through IX, shall constitute an agreement between the Unions and the District on the topic of Paid Benefits for Plan Year 2026, starting January 01, 2026. The provisions of this agreement are subject to ratification by members of the bargaining units, where required, and approval by the Board itself.

SECTION I: BENEFITS PLAN PROVIDER

Affecting the 2026 Plan Year, CalPERS shall remain the provider for all District medical health insurance plans for all qualified employees, retirees, and eligible dependents.

SECTION II: HEALTH PLAN OPTIONS

Qualified employees shall continue to have the option to enroll in any one of the plans offered by CalPERS and available in the participant's geographic area; not all plans are available in all areas. For example, CalPERS offers several PPO plans, including: PERS Platinum, PERS Gold, and PORAC; several HMO plans including Anthem Select HMO, Anthem Traditional HMO, Kaiser Permanente HMO, Blue Shield Access+ HMO, Blue Shield Trio HMO, UnitedHealthcare Harmony HMO, UnitedHealthcare Signature Alliance HMO, and Western Health Advantage. Plan choices are subject to change and are entirely under the control of CalPERS. Brief information, including benefits, coverage limitations, deductibles, copays, and coinsurance, is contained in the CalPERS Health Benefit Summary published by CalPERS for each Plan Year. Full information is provided in the plan documents provided by the respective provider.

This year, the District is offering a range of CalPERS medical plans categorized into low-cost, medium-cost, and high-cost tiers based on premium levels.

The low-cost plans include:

- Kaiser HMO
- PERS Gold PPO
- Blue Shield Trio HMO
- UnitedHealthcare SignatureValue Harmony HMO
- Western Health Advantage HMO
- PORAC PPO

The medium-cost plans include:

- Blue Shield Access+ HMO
- UnitedHealthcare SignatureValue Alliance HMO
- Anthem HMO Select

The high-cost plans include:

- PERS Platinum PPO
- Anthem Traditional HMO

The PERS Gold PPO plan offers a competitively priced PPO option for those seeking flexibility in provider choice at a lower premium than other PPO offerings.

SECTION III: EMPLOYEE CONTRIBUTION RATES for PLAN YEAR 2026

Medical Plans: In accordance with the principles developed by the Joint Labor Management Benefits Council (JLMBC), the parties agree to the employee monthly contribution rates specified below. See Section IX (a) for information and rates affecting eligible part-time faculty.

Accordingly, the employee contribution rates for plan year 2026 are as follows:

- For low-cost plans other than PERS Gold PPO, employees will contribute 10.5% of the premium for employee-only coverage, and 13.5% of the premium for employee plus one dependent and family coverage.

- For the PERS Gold PPO low-cost plan, employees will contribute 11.2% of the premium for all coverage tiers.

- For medium-cost plans, employees will contribute 14% of the premium for all coverage tiers.

- For high-cost plans, employees will contribute 15% of the premium for all coverage tiers.

Dental Plan: The monthly employee contribution shall be $5 (employee only), $10 (employee plus one), or $15 (employee plus family).

Vision Plans: The monthly employee contribution shall be $1 (employee only), $2 (employee plus one), or $3 (employee plus family).

Rates for each plan and tier, which include the Post 97 Health Benefits Reserve contribution (Section VII), are expressed monthly, i.e., 1/12th of the employee annual contribution as specified below:

ACTIVE EMPLOYEE CONTRIBUTION RATES:

PPO Plans

PERS Platinum PPO	**January 1, 2026**
EE	$267.00
EE + 1	$523.00
EE + family	$679.00

PERS Gold PPO	**January 1, 2026**
EE	$142.00
EE + 1	$273.00
EE + family	$354.00

PORAC	**January 1, 2026**
EE	$128.00
EE + 1	$348.00.
EE + family	$437.00

HMO Plans

Kaiser HMO	**January 1, 2026**
EE	$139.00
EE + 1	$338.00
EE + family	$438.00

Anthem Select HMO	**January 1, 2026**
EE	$203.00

EE + 1	$396.00
EE + family	$514.00
Anthem Traditional HMO	**January 1, 2026**
EE	$258.00
EE + 1	$506.00
EE + family	$657.00
Blue Shield Access+ HMO	**January 1, 2026**
EE	$198.00
EE + 1	$387.00
EE + family	$502.00
Blue Shield Trio HMO	**January 1, 2026**
EE	$138.00
EE + 1	$337.00
EE + family	$437.00
UnitedHealthcare Harmony HMO	**January 1, 2026**
EE	$135.00
EE + 1	$328.00
EE + family	$426.00
UnitedHealthcare Signature Alliance HMO	**January 1, 2026**
EE	$197.00
EE + 1	$383.00
EE + family	$498.00
Western Health Advantage HMO	**January 1, 2026**
EE	$118.00
EE + 1	$284.00
EE + family	$368.00

Employee contributions shall be recovered through twelve (12) equal monthly payroll deductions. For employees on less than 12-month contracts, i.e. 10- and 11-month contracts, the contributions required during the non-contract month(s) shall be deducted from the following September paycheck.

In the event the required monthly contribution exceeds compensation in any regular pay period, or the employee is not in pay status, or the employee is eligible for District paid-benefits under Long-Term Disability (LTD) status, in order to continue health benefit coverage, the employee must enroll with CalPERS under the Direct Pay Plan. The District Benefits Unit shall assist the member with the transition and forward the request to CalPERS, in accordance with CalPERS processes.

When Direct Pay status is applicable:

> The following CalPERS process generally applies – CalPERS will contact the individual insurance carrier to set up Direct Pay, a process that normally takes one month. In the intervening period before Direct Pay is established, CalPERS will bill the District (since the invoice is issued in advance) and the District shall invoice the member for the employee's contribution for the intervening period. If payment is not received by District after three attempts to collect payment, the employee's coverage will be terminated.
>
> Once Direct Pay is established, the employee must prepay the full cost of the monthly premium for the CalPERS plan selected when receiving the bill from the plan provider. Direct Bill payments cannot, by law, be pre-tax.
>
> To seek reimbursement in arrears for the Employer Share of Cost (the plan's monthly premium minus the employee's required monthly contribution), the employee shall submit proof of payment and invoice for each month to the Benefits Unit. Payment is calculated month-by-month based on twelve (12) calendar months.
>
> When the employee returns to work within the applicable benefits plan year, the Benefits Unit shall transition the member back to Active Account with the next regular payroll cycle.

SECTION IV: RETIREE BENEFITS

> *(a): Retired Employees Hired Before July 1, 1997*
>
> "Pre 97 Retirees" who qualify under the terms of their respective "paid benefits for retired employees hired before July 1, 1997" contract provisions are eligible to participate in the District's medical health insurance plans in the same manner as eligible employees and may select from the same plan choices and contribution levels as offered to eligible employees, subject to any limitations imposed by CalPERS.
>
> The parties acknowledge that for California-resident Medicare-eligible retirees and their Medicare-eligible dependent(s), the PERS Platinum and PERS Gold offer identical benefits within California.

In accord with CalPERS regulations, the entire CalPERS retiree monthly premium for the plan selected is deducted from the monthly retirement warrant (e.g. STRS or PERS pension check), and the District shall reimburse the retiree the difference between the CalPERS premium deduction and the subscriber's required monthly contribution (as specified below: Pre-97 Hired Retiree Contribution Rates). In the event the CalPERS retiree monthly premium exceeds the retiree's monthly retirement warrant, the retiree shall have the responsibility for paying CalPERS directly for the required retiree monthly premium in accord with CalPERS procedures.

The District shall provide reimbursement in arrears for the District's monthly contribution towards the Retired employee's benefit. Reimbursement shall be made upon submission to the Benefits Unit of proof of payment and invoice by CalPERS or the Retiree, as applicable, for each month of coverage.

Election of a medical health plan shall also include vision and dental coverage offered by the District. Pre-97 Retirees may not opt out of dental and vision coverage, nor elect only vision and dental coverage. The dental and vision coverage remains unchanged from the plan currently in place.

A. PRE-97 HIRED RETIREE CONTRIBUTION RATES:

PPO Plans

PERS Platinum PPO Basic/Medicare Supplement	**January 1, 2026**
EE	$267.00
EE + 1	$523.00
EE + family	$679.00

PERS Gold PPO Basic/ Medicare Supplement	**January 1, 2026**
EE	$142.00
EE + 1	$273.00
EE + family	$354.00

PORAC Basic/ Medicare Supplement	**January 1, 2026**
EE	$128.00
EE + 1	$348.00
EE + family	$437.00

UnitedHealthcare Medicare Advantage PPO	**January 1, 2026**
EE	$141.00

EE + 1	$297.00
EE + family	$388.00
Anthem Medicare Preferred PPO	**January 1, 2026**
EE	$258.00
EE + 1	$506.00
EE + family	$657.00
Blue Shield Medicare Advantage PPO	**January 1, 2026**
EE	$258.00
EE + 1	$506.00
EE + family	$657.00
HMO Plans	
Kaiser HMO/ Kaiser Senior Advantage HMO	**January 1, 2026**
EE	$139.00
EE + 1	$338.00
EE + family	$438.00
Kaiser Senior Advantage Summit HMO	**January 1, 2026**
EE	$141.00
EE + 1	$342.00
EE + family	$448.00
Anthem Select HMO	**January 1, 2026**
EE	$203.00
EE + 1	$396.00
EE + family	$514.00
Anthem Traditional HMO	**January 1, 2026**
EE	$258.00
EE + 1	$506.00

EE + family	$657.00
Blue Shield Access+ HMO	**January 1, 2026**
EE	$198.00
EE + 1	$387.00
EE + family	$502.00
Blue Shield Trio HMO	**January 1, 2026**
EE	$138.00
EE + 1	$337.00
EE + family	$437.00
UnitedHealthcare Harmony HMO	**January 1, 2026**
EE	$135.00
EE + 1	$328.00
EE + family	$426.00
UnitedHealthcare Signature Alliance HMO	**January 1, 2026**
EE	$197.00
EE + 1	$383.00
EE + family	$498.00
Western Health Advantage HMO	**January 1, 2026**
EE	$118.00
EE + 1	$284.00
EE + family	$368.00

B. RETIRED EMPLOYEES HIRED AFTER JULY 1, 1997 – MEDICAL HEALTH INSURANCE

"Post 97 Retirees" who qualify under the term of their respective "paid benefits for retired employees hired after July 1, 1997" contract provisions are eligible to participate in the District's medical health insurance plans by contracting directly with CalPERS.

To seek reimbursement in arrears for the District's monthly contribution towards the Retired employee's Bridge Program benefit, the Retiree shall submit proof of payment and invoice to the Benefits Unit for each month of coverage.

C. RETIRED EMPLOYEES HIRED AFTER JULY 1, 1997 – VISION AND DENTAL COVERAGE

Retirees who qualify under the term of their respective "paid benefits for retired employees hired after July 1, 1997" contract provisions – i.e., the Bridge Program – are eligible to participate in the District's vision and dental insurance plans as follows.

Retired employees who are under age 65 and are participating in the Bridge Program may elect the District's vision and dental coverage, as a package only, at full cost. Payment shall be made for the cost of the vision and dental plan participation by offsetting the Post 97 Retiree's Bridge Program reimbursement.

Retirees who do not qualify under the Bridge Program or who have reached age 65 or older, may contract directly with vision and/or dental plan providers, in accordance with the terms of their contract, at their own cost. Retirees shall make payments in accordance with those provider contract(s).

SECTION V: DISTRICT CONTRIBUTION FOR BENEFITS

The District shall contribute the remainder of the premium not covered by the employee share listed above.

SECTION VI: DISTRICT HEALTH PLAN WAIVER

Employees and retirees may elect to waive coverage. An opt-out election shall remain in effect during the entire Plan Year, and the employee/retiree may not re-enroll in a CalPERS plan except during Open Enrollment or as a consequence of an IRS Section 125 qualifying life event. Waiver of coverage shall not result in a compensated allowance in lieu of coverage.

SECTION VII: POST 97 HEALTH BENEFITS RESERVE

The parties have created a Post-97 Fund – i.e., the VEBA Trust – dedicated to a post-age-65 retiree benefit for District employees hired after July 1, 1997. The Post-97 Fund was established with the FA Post-1997 Health Benefits Reserve ($250,000), the ACE Post-1997 Health Benefits Reserve ($250,000), $500,000 from Fund 600, and previously agreed to funding on the basis of tiered contributions per enrolled employee/retiree per month at the rate of $10 employee-only; $10 employee-plus-one; and $10 employee-plus-family. Future funding shall be subject to negotiation. The Post-97 Fund shall not increase the District's GASB unfunded liability.

Further, a one-time allocation of funds in the amount of $800,000 – that is, $500,000 from non-RSF district funds plus $300,000 from RSF funds – was paid as a benefit allowance to all regular and contract (benefit eligible, excluding PT Faculty) employees in December of 2016 for Plan Year 2017. All contract and regular employees, on the same frequency as and amount of the

benefit allowance, contributed to the benefits fund via a special deduction that was then redirected for the purpose of commitment to the Post-97 VEBA trust.

SECTION VIII: TERMS AND CONDITIONS

a) The parties acknowledge that the employee and retiree contribution rates specified herein are based on the agreed-upon percentage contributions for Plan Year 2026, as set forth in this agreement. These rates supersede prior contribution structures.

b) The parties acknowledge that the employee/retiree contribution rates for dental and vision plans are $6, $12, $18 respectively for employee only, employee plus one, and employee plus family. (These contributions are $5, $10, or $15 for dental, and $1, $2, or $3 for vision.)

c) Finally, the parties acknowledge that the District continues to face uncertain fiscal stability. The parties agree that the JLMBC shall continue to review the health insurance benefit costs and make recommendations regarding health insurance benefits, including plan coverage, associated costs, and contribution structures subsequent to the duration of this agreement.

SECTION IX: ADDITIONAL PROVISIONS FOR SPECIFIC BARGAINING UNIT

The parties acknowledge there may be specific provision(s) relevant to each union's collective bargaining agreement (CBA) and exclusively related to health benefits. Further, the parties agree to bring to the JLMBC any such benefit provision that may be relevant to, or have an impact on, the total cost of health insurance or the coverage provided to the other bargaining groups.

The additional provisions pertaining to the Faculty Association (FA) Paid Benefits Program (for Part-Time Faculty) are contained in Section IX (a) attached at the end of this document.

08/15/2025 Scott Olsen _____
Date Print Name Signature
Association of Classified Employees (ACE)

08/18/2025 Garret King Garrett King
Garrett King (Aug 18, 2025 14:58:42 PDT)
Date Print Name Signature
California School Employees Association (CSEA)

08/18/2025 Juan Carlos Anderson _____
Date Print Name Signature
California School Employees Association (CSEA)

08/19/2025 Kathy Perino _____
Kathy Perino (Aug 19, 2025 08:31:37 PDT)
Date Print Name Signature
Faculty Association (FA)

08/19/2025 Dianna L. Rose Dianna L. Rose

Date Print Name Signature

FHDA District

08/21/2025 Joshua Edwards Joshua Edwards (Aug 21, 2025 06:21:42 PDT)

Date Print Name Signature

Police Officers Association (POA)

08/22/2025 Elaine Kuo Elaine Kuo (Aug 22, 2025 19:16:08 PDT)

Date Print Name Signature

Teamsters

SECTION IX (A): PART-TIME FACULTY BENEFITS SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE 22A OF THE FACULTY AGREEMENT.

Eligibility for District-provided subsidy in accordance with Article 22A of the Agreement shall be determined annually for the benefits coverage period September 1, 2025, through August 31, 2026, based upon the part-time faculty employee's load and attainment during the 2024 – 2025 academic year.

District Contribution: Effective September 1, 2024, District responsibility for premium payment for FHDA 40% or greater faculty employees shall be equivalent to the District's premium payment for full-time faculty toward the same plan and coverage level.

Employee Contribution: Effective September 1, 2024, FHDA faculty employees with a 40% or greater appointment shall have a contribution rate no more than that of full-time faculty employees for the same plan and coverage level.

In the event new plans not currently identified are added for Plan Year 2026, the District and FA, along with the remaining members of the Joint Labor Management Benefits Council, shall immediately resume negotiations to reach agreement on the contributions for the added plan(s).

In the event the required employee monthly contribution exceeds compensation in any regular pay period, or the part-time faculty member is not in paid status during a regular academic quarter (i.e., has no paid assignment in that particular quarter), in order to continue health benefit coverage the employee must prepay for their monthly employee contributions directly with the District Benefits Unit.

The parties acknowledge that CalPERS regulations and administrative procedures for providing Part-Time Faculty Paid Benefits coverage continue to evolve and may necessitate future modifications. The parties agree to work together in good faith to protect the benefits provided by Article 22A and to resolve in the best interests of all parties any issues that may arise.

PART-TIME FACULTY EMPLOYEE CONTRIBUTION RATES:

PPO Plans

PERS Platinum PPO	**January 1, 2026**
EE	$251.00
EE + 1	$501.00
EE + family	$651.00

PERS Gold PPO	**January 1, 2026**
EE	$126.00
EE + 1	$251.00
EE + family	$326.00

HMO Plans

Kaiser HMO	**January 1, 2026**
EE	$123.00
EE + 1	$316.00
EE + family	$410.00

Anthem Select HMO	**January 1, 2026**
EE	$187.00
EE + 1	$374.00
EE + family	$486.00

Anthem Traditional HMO	**January 1, 2026**
EE	$242.00
EE + 1	$484.00
EE + family	$629.00

Blue Shield Access+ HMO	**January 1, 2026**
EE	$182.00
EE + 1	$365.00
EE + family	$474.00

Blue Shield Trio HMO	**January 1, 2026**
EE	$122.00
EE + 1	$315.00
EE + family	$409.00
UnitedHealthCare Harmony HMO	**January 1, 2026**
EE	$119.00
EE + 1	$306.00
EE + family	$398.00
UnitedHealthCare Signature Alliance HMO	**January 1, 2026**
EE	$181.00
EE + 1	$361.00
EE + family	$470.00
Western Health Advantage HMO	**January 1, 2026**
EE	$102.00
EE + 1	$262.00
EE + family	$340.00

08/19/2025 Kathy Perino Kathy Perino (Aug 19, 2025 08:31:37 PDT)

Date Print Name Signature

Faculty Association (FA)

08/19/2025 Dianna L. Rose Dianna L. Rose

Date Print Name Signature

FHDA District

2026 Plan Year Benefits MOU

Final Audit Report 2025-08-22

Created:	2025-08-14 (Pacific Daylight Time)
By:	Beijing Li (libeijing@fhda.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJcliK0Y7OzGa6ObMtlIHrCfBxYewfyVW

"2026 Plan Year Benefits MOU" History

Document created by Beijing Li (libeijing@fhda.edu)
2025-08-14 - 5:01:39 PM PDT- IP address: 153.18.175.250

Document emailed to Scott Olsen (olsenscott@fhda.edu) for signature
2025-08-14 - 5:07:02 PM PDT

Email viewed by Scott Olsen (olsenscott@fhda.edu)
2025-08-15 - 2:46:15 PM PDT- IP address: 172.56.46.63

Document e-signed by Scott Olsen (olsenscott@fhda.edu)
Signature Date: 2025-08-15 - 2:47:15 PM PDT - Time Source: server- IP address: 172.56.46.63

Document emailed to Garrett King (kinggarrett@fhda.edu) for signature
2025-08-15 - 2:47:18 PM PDT

Email viewed by Garrett King (kinggarrett@fhda.edu)
2025-08-15 - 3:01:07 PM PDT- IP address: 174.195.83.171

Document e-signed by Garrett King (kinggarrett@fhda.edu)
Signature Date: 2025-08-18 - 2:58:42 PM PDT - Time Source: server- IP address: 174.195.81.60

Document emailed to Juan Carlos Anderson (jcanderson@csea.com) for signature
2025-08-18 - 2:58:45 PM PDT

Email viewed by Juan Carlos Anderson (jcanderson@csea.com)
2025-08-18 - 3:00:55 PM PDT- IP address: 12.199.202.98

Document e-signed by Juan Carlos Anderson (jcanderson@csea.com)
Signature Date: 2025-08-18 - 3:09:29 PM PDT - Time Source: server- IP address: 12.199.202.98

Document emailed to Kathy Perino (perinokathy@fhda.edu) for signature
2025-08-18 - 3:09:31 PM PDT

Email viewed by Kathy Perino (perinokathy@fhda.edu)
2025-08-19 - 8:30:18 AM PDT- IP address: 98.234.54.30

Document e-signed by Kathy Perino (perinokathy@fhda.edu)
Signature Date: 2025-08-19 - 8:31:37 AM PDT - Time Source: server- IP address: 98.234.54.30

Document emailed to Dianna Rose (rosedianna@fhda.edu) for signature
2025-08-19 - 8:31:39 AM PDT

Document e-signed by Dianna Rose (rosedianna@fhda.edu)
Signature Date: 2025-08-19 - 10:46:00 AM PDT - Time Source: server- IP address: 153.18.72.49

Document emailed to Joshua Edwards (edwardsjoshua@fhda.edu) for signature
2025-08-19 - 10:46:02 AM PDT

Email viewed by Joshua Edwards (edwardsjoshua@fhda.edu)
2025-08-21 - 6:16:23 AM PDT- IP address: 153.18.73.52

Document e-signed by Joshua Edwards (edwardsjoshua@fhda.edu)
Signature Date: 2025-08-21 - 6:21:42 AM PDT - Time Source: server- IP address: 172.226.212.13

Document emailed to Elaine Kuo (kuoelaine@fhda.edu) for signature
2025-08-21 - 6:21:45 AM PDT

Email viewed by Elaine Kuo (kuoelaine@fhda.edu)
2025-08-21 - 9:21:12 PM PDT- IP address: 146.75.154.0

Document e-signed by Elaine Kuo (kuoelaine@fhda.edu)
Signature Date: 2025-08-22 - 7:16:08 PM PDT - Time Source: server- IP address: 153.18.98.20

Agreement completed.
2025-08-22 - 7:16:08 PM PDT