

**MEMORANDUM OF UNDERSTANDING  
BETWEEN PERALTA COMMUNITY COLLEGE DISTRICT AND  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
VOLUNTARY RESIGNATION INCENTIVE PROGRAM**

WHEREAS, the Peralta Community College District (District) and the Service Employees International Union (SEIU) Local 1021 (collectively “the parties”) are subject to a collective bargaining agreement which will expire on June 30, 2025;

WHEREAS, the District is facing significant reduction in operations revenues and significant increases in expenditures;

WHEREAS, the District must reduce full-time equivalents (FTEs) by June 30, 2025, through voluntary reductions and reductions in force;

WHEREAS, the Voluntary Resignation Incentive Program is intended to provide additional motivation for employees to finalize their voluntary resignation from the District;

WHEREAS, this Memorandum of Understanding (MOU) shall not be deemed precedent setting.

NOW THEREFORE, the District and SEIU agree to the following:

1. The intent of this Memorandum of Understanding is to offer a financial incentive to resign to certain eligible permanent long-term unit members.
2. The District would benefit from the cost-savings in salary and benefits from individuals who agree to resign.
3. The District recognizes the valuable contributions of these individuals and respects their many years of service to the District and the community.
4. Eligibility:
  - a. The District shall provide an incentive for voluntary resignation to permanent full-time unit members with a minimum of seventeen (17) consecutive years of service to the Peralta Community College District, inclusive of the current school year. In addition, the District will recognize the eligibility of those SEIU members listed in Attachment I who elect to apply to participate in the Voluntary Resignation Incentive.
  - b. Eligible unit members effective resignation date must be no later than June 30, 2025.
  - c. Eligible unit members shall submit an intent to participate in the Voluntary Resignation Incentive Program between April 1, 2025, and May 1, 2025. Submission of their intent shall include the signed Voluntary Resignation Agreement. Their submission of the Voluntary Resignation Agreement is irrevocable. The District shall determine acceptance of the Voluntary Resignation Agreement at its discretion as specified by the other terms of this MOU. The District will communicate its intent to accept the Voluntary Resignation Agreement no later than May 8, 2025. Acceptance of the Voluntary Resignation Agreement is contingent upon approval by the Board of Trustees.
  - d. Participation in the Voluntary Resignation Incentive Program is limited to seventy-five (75) employees District-wide.
  - e. If more than seventy-five (75) eligible District employees elect to participate in the Voluntary Resignation Incentive Program by May 1, 2025, employees whose

- positions are subject to a reduction in force resulting in their layoff will be given the first right of refusal for participation in the Voluntary Resignation Incentive Program.
- f. For eligible employees with positions not subject to reduction in force by the Board of Trustees in February 2025, availability of participation in the Voluntary Resignation Incentive Program shall be determined by seniority based upon the date of hire with the District in the following order:
    - i. Full-time employees in a represented bargaining unit;
    - ii. Part-time faculty in preferred pool based upon a pro-rata at base load; then
    - iii. Employees serving in an administrative position within the current term of an employment contract.
  5. Upon written acceptance of a signed Voluntary Resignation Agreement, the eligible member shall notify their immediate supervisor of the effective date of their resignation.
  6. Effective date of resignation shall be no less than thirty (30) days after the District's acceptance of the signed Voluntary Resignation Agreement.
  7. The Union and participating unit members agree that voluntary resignation under the terms of this MOU is an irrevocable agreement to resign and must sign a Voluntary Resignation Agreement and waiver of all claims acknowledging such.
  8. As consideration for acceptance of an eligible unit member's signed Voluntary Resignation Agreement and waiver of all claims, the District shall pay the eligible unit member a one-time payment of thirty-five thousand dollars (\$35,000), subject to withholdings and deductions, as a lump sum.
  9. Employees who participate in this Voluntary Resignation Incentive Program may resign with or without retiring from District employment and their applicable state retirement system. Should the employee choose and otherwise be qualified to retire from District employment in conjunction with their resignation under this Incentive Program, they will be eligible for retiree healthcare benefits in which they have already vested. However, like any other unit member retirement, an eligible employee electing to accept the Voluntary Resignation Incentive and receive District-provided retiree healthcare benefits must follow all other requirements of the SEIU CBA, District policy and procedures, and the Public Employees' Retirement Law and applicable regulations to effectuate their retirement and receipt of retiree health benefits, including but not limited to completing and filing all necessary paperwork. Failure to actually retire or a unit member's decision to take additional employment elsewhere may disqualify the unit member from retiree healthcare benefits in the same manner as any other unit member's resignation from the District.
  10. Payment of the thirty-five thousand dollars (\$35,000), subject to withholdings and deductions, will be included in the employee's last paycheck.
  11. The parties agree that any difference arising from the interpretation, administration, or application of this proposed language shall not be subject to the grievance procedure set forth in Article 21 of the Collective Bargaining Agreement.
  12. This MOU expires on June 30, 2025, unless parties agree to extend in writing.
  13. This MOU shall not be deemed to set a precedent.
  14. If the District and any represented group agree to more than a payment of thirty-five thousand dollars (\$35,000) for their unit's Voluntary Resignation Incentive Program, SEIU 1021 eligible represented employees shall receive the higher agreed upon amount.
  15. If the District notices seventy-five (75) selected applicants of its intent to accept their Voluntary Resignation Agreement, applicants who do not receive the District's written intent to accept their Voluntary Resignation Agreement by May 8, 2025, shall automatically have their application and signed Voluntary Resignation Agreement rescinded and destroyed and shall maintain their position with no loss of seniority.

16. The District will endeavor to fill positions, not affected by the reduction in force, critical to the achievement of the District's mission that are vacated as a result of incumbents opting into the voluntary Resignation Incentive within eighteen (18) months.
17. This MOU shall not serve to modify the parties Collective Bargaining Agreement.

Signatures:


For SEIU

  
Richard Thoele (Apr 16, 2025 10:38 PDT)

Richard Thoele, President PCCD Chapter SEIU 1021

04/16/2025

Date

  
Jamille Teer (Apr 24, 2025 08:34 PDT)

Jamille Teer, Vice President PCCD Chapter SEIU 1021

04/24/2025

Date

For PCCD

  
Ronald McKinley (Apr 15, 2025 12:39 PDT)

Dr. Ronald McKinley, Chief Human Resources Officer

04/15/2025

Date

  
Tammeil Gilkerson (Apr 24, 2025 15:33 PDT)

Dr. Tammeil Gilkerson, Chancellor

04/24/2025

Date

## ATTACHMENT I

ID	Name	Total Service Years*
10000765	Peet Jr,Ralph	40.5 years
10000796	Stallings,Gwendolyn	39.4 years
10001009	Shapiro,Saadi	35 Years
10001533	Laniohan,Aurora	29 years
10001688	Ramos,Laura	27 years
10002018	Wilson,Ronnie	25.6 years
10002491	Hoang,Thao	24 years
10003493	Liang,Susan	23 years
10003328	Sampathraj,Balamurali	23 years
10004188	Huynh,Phuong	22 years
10004555	Trotter,Jacqueline	22 years
10004886	Lewis,Azul	21.5 years
10005947	Brumfield,Lashawn	20 years
10005787	Foster,Shawn	20 years
10005391	Huang,Shou	20 years
10005575	Koo,Constance	20 years
10006162	Putrayasa,Made	20 years
10005361	Shields,Karen	20 years
10005786	Wright,Wanda	20 years
10007960	Rollins,Kawanna	19 years
10008158	Nzomo,Seraphine	19 years
10009023	Butler,Ramona	18 years
10009582	Moore,Michael	17 years
10009768	Nguyen,Vu	17 years