

**MEMORANDUM OF UNDERSTANDING BETWEEN
LONG BEACH COMMUNITY COLLEGE DISTRICT
AND
CERTIFICATED HOURLY INSTRUCTORS
December 4, 2023**

This Memorandum of Understanding ("MOU") is between the Long Beach Community College District ("District") and the Certificated Hourly Instructors ("CHI"), collectively ("the Parties").

WHEREAS, the District and CHI are committed to improving the healthcare benefits available to part-time faculty working in the Long Beach Community College District.

WHEREAS, congruent with the recently signed AB 190 (chaptered as Education Code Sections 87860 - 87868), which allows districts to receive up to 100 percent reimbursement for their part-time faculty healthcare program provided they fulfill certain criteria. The District and CHI have negotiated access for individuals with a part-time faculty assignment, in the Long Beach Community College District, with a 40 percent (.4 FTE credit) or greater to the District's medical insurance coverage.

WHEREAS, the Parties desire to enter into this MOU concerning Health Insurance for Adjunct Faculty.

NOW, THEREFORE, the Parties agree as follows:

1. This MOU shall be in effect:
 - a. This MOU shall continue through June 30, 2026
2. ELIGIBILITY FOR DISTRICT CONTRIBUTIONS TOWARDS MEDICAL BENEFITS: Unit Members (dependents not eligible) whose LBCCD assignment equals or exceeds 40 percent of the cumulative equivalent of a minimum full-time teaching assignment per semester (as defined by Ed. Code Section 87861) are eligible to receive a medical insurance benefits plan through the Anthem HMO Bronze Plan (based on the current 2023 rate) by the District Unit Members are not eligible to participate in the District's other fringe benefits, such as retiree or lifetime medical insurance coverage, dental, vision, and life insurance programs.
3. Unit Members meeting and maintaining the 40 percent LBCCD assignment eligibility per semester may be eligible to enroll and receive the Anthem HMO Bronze Plan as stated above per primary semester during the life of this MOU. This District contribution has no cash value and can only be used to enroll in a medical insurance plan as offered by LBCCD.
 - a. ~~In the event that Unit Members select a plan which exceeds the amount of the District contribution, the additional cost of the premium is the responsibility of the Unit Members and must be paid by automatic payroll deduction monthly from their payroll check to pay for the additional cost of the medical benefit premiums. If Unit Members pay is insufficient to cover this additional cost, Unit Members shall submit payment within 15 days of receiving notice of such cost.~~

~~The payment shall be submitted to the Benefits Office for processing.~~

- b. Unit Members meeting and maintaining the 40 percent LBCCD assignment eligibility for per primary semester, will maintain eligibility through July 31, 2026.
4. Unit Members whose premiums for health insurance are paid by another employer are not eligible to participate in the LBCCD program.
5. Unit Members who have enrolled in the District medical plan who become ineligible, will not receive District contributions towards medical benefits. Unit Members who become ineligible will receive appropriate Consolidated Omnibus Budget Reconciliation Act (COBRA) notices. Unit Members will then be eligible to enroll in COBRA at their own expense according to the laws and regulations governing COBRA.
6. REIMBURSEMENT UNDER THE MULTIDISTRICT PART-TIME FACULTY PROGRAM (chaptered, Education Code Sections 87861(b), 87863(b), and 87865): To be eligible for health insurance premium reimbursement under this program, Unit Members must meet all of the following criteria:
 - a. Assignments at two or more community college districts (with at least one assignment at LBCCD) that equal or exceed 40 percent of the cumulative equivalent of a minimum full-time teaching assignment each semester;
 - b. Unit Members, with a combined load of 40 percent (as referenced in 6.a. above), reimbursed or covered by another employer are not eligible to participate in the LBCCD program;
 - c. Unit Members must have individually purchased a healthcare plan.
7. CERTIFICATION: qualifying Unit Members must submit a completed and signed application reimbursement form and provide documentation, demonstrating they meet the eligibility requirements, no later than the last day of the semester for which reimbursement is to be claimed.
8. REIMBURSEMENT: Upon certification of the required documentation and payment by Unit Members, the District shall issue a reimbursement equal to its share of this premium payment for up to six (6) months. The District's share shall be determined by dividing the total health insurance premium paid by the unit member by the total number of community college districts in which the unit member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the unit member had been a full-time faculty member purchasing the District's most commonly subscribed family medical plan.
9. This MOU is contingent upon state funding and if the state does not reimburse the District for 100% of the healthcare costs for Unit Members, this MOU will be extinguished and the terms of this Agreement will be null and void.
10. A denial of coverage may be appealed to the Vice President, Administrative and Business

Services (VPABS). The VPABS' decision shall be final.

11. Problem Solving Meetings: During the term of this MOU, the Parties agree to meet monthly, as requested by either Party, to hold problem-solving discussions concerning this MOU. The Parties may, but will not be required to, modify this MOU as a result of these discussions. Any modifications of this MOU or the provisions of this MOU shall be in writing and signed by the CHI Chief Negotiator and the Vice President, Human Resources.
12. This MOU shall remain in full force through June 30, 2026 and shall expressly expire unless extended by mutual written agreement of the Parties
13. This MOU is unique to its own circumstances and shall not constitute a precedent for any other agreement in the future, and furthermore, no party hereto shall cite this MOU or its terms as a past practice for any purpose in the future, except to enforce the terms and conditions of this MOU.

Long Beach Community College District

Loy Nashua

Loy Nashua
Vice President, Human Resources

Date: Jan 17, 2024

Certificated Hourly Instructors

Karen Roberts

Karen Roberts
CHI Chief Negotiator

Date: 1/12/2024