

**DISTRICT PROPOSED MEMORANDUM OF UNDERSTANDING
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT AND
CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215
MARCH 6, 2023**

This Memorandum of Understanding between the Cerritos Community College District to the Cerritos College Faculty Federation, AFT Local 6215 (“CCFF”) is expressly made pursuant to the Educational Employment Relations Act and the 2021-2024 Collective Bargaining Agreement between the parties.

Following the passage of Assembly Bill 190, this Memorandum of Understanding (“MOU”) is intended to address the implementation of an enhanced part-time faculty health insurance pilot program for the 2022-2023 academic year (Fall 2022 and Spring 2023). It is the intent of the parties to comply with the provisions of recently signed AB-190 (Education Code §§ 87860 – 87868) which allows the District to expand health insurance reimbursement for part-time faculty and allows the District to receive 50% reimbursement for its part-time faculty healthcare program.

The parties agree as follows:

1. **Choice of Program**: This agreement supplements, but does not replace, the existing part-time health reimbursement program outlined in Article 10 of the 2021-2024 CBA. The District and CCFF agree that individual part-time faculty may elect to participate in **either** the Part Time Faculty Medical Reimbursement process defined at Article 10.7 of the 2021-2024 CBA, **or** may elect to participate in the Enhanced Part-Time Faculty Health Insurance Pilot described in this MOU. In no circumstances may part-time faculty participate simultaneously in both programs.
2. **Eligibility**: To participate in this Enhanced Part-Time Faculty Health Insurance Pilot Program, participants must qualify as follows:
 - a. **Part-Time Faculty**: Defined as faculty with an assignment at the District that is equal to or greater than forty (40%) percent of a full-time Faculty assignment, as defined in Article 4 of the 2021-2024 CBA. For the purpose of eligibility in the pilot program, assignment shall be calculated as follows:
 - i. **Instructional Part Time Faculty**: Load shall be measured after the latest census date of the instructional part time Faculty’s scheduled assignment.
 - ii. **CLI Part Time Faculty**: The equivalent workload shall be measured based on the “Hours Worked” report generated at the end of each term, with 233 hours worked deemed equivalent to 40%.
 - iii. **Mixed Assignments**: Part-time faculty with both instructional (LHE) and CLI (hourly) assignments may meet eligibility provided that the sum of assignments meets or exceeds 40%.
 - iv. **Other provisions**: Load calculations shall exclude student hours and/or ancillary activities. Approved absence as reported on the Absence Certification form provided by the District counts toward total hours required for the instructional and

CLI computation. However, a minimum of 75% of the 233 total hours or 75% of the 40% load must be on a paid status.


- b. Retired full-time faculty with CalPERS medical benefits that have returned to part-time employment are not eligible for this Enhanced Part-Time Faculty Health Insurance Pilot Program.
3. **Funding and Reimbursement:** For purposes of the Enhanced Part-Time Faculty Health Insurance Pilot Program, the District shall increase the pool of funds indicated in Article 10.7, increasing the existing cap up to \$300,000. Eligible part-time faculty (as described herein) may claim reimbursement for the payment of health insurance premiums that are not funded by the state, as follows:
 - a. Eligible part-time faculty participating in the Enhanced Part-Time Faculty Health Insurance Pilot Program shall be entitled to request reimbursement of up to \$3,300 per semester (Fall/Spring) during this Pilot.
 - b. Reimbursement requests must document health insurance premiums paid for the period being sought for reimbursement. Reimbursement requests for during the period of July 1, 2022, through December 31 2022, must be submitted on or before March 15th, 2023. Reimbursement requests for the period of January 1, 2023 through June 30, 2023, and must be submitted on or before July 31st, 2023. No reimbursement shall be granted for non-premium medical costs (including but not limited to deductibles; co-pay; prescriptions, etc.) incurred by an eligible member.
 - c. Reimbursements will be processed in the order in which they are received and verified, and are subject to the continued availability of the funds reserved. Reimbursement for premiums incurred between July 1, 2022, through December 31st 2022, shall be paid during April 2023. Reimbursement for premiums incurred between January 1, 2023, through June 30, 2023, shall be paid during the September 2023 payroll period. Reimbursement will be paid by payroll check and is taxable income. Reimbursement is not subject to CalSTRS creditable earnings.
 - d. Reimbursement requests may be returned to the member without action if the eligibility criteria have not been met, if the request seeks reimbursement for anything other than employee-paid health insurance premiums, or if supporting documentation is insufficient.
 - e. The Parties recognize that this program may not have existed as an option for unit members who submitted reimbursement requests for Fall 2022 pursuant to Article 10.7. Subject to the eligibility criteria and timelines established herein, eligible unit members may elect in writing to cancel their prior requests, and may thereafter submit for reimbursement under this Pilot program. However, in no case shall a unit member participate under this program and Article 10.7 simultaneously.
4. **Long-term Viability of the Program:** Both parties agree to meet to discuss the financial implications of the program at least once prior to the expiration of this MOU. If the District can show that the unreimbursed program costs exceed \$137,000 per year, the program shall be suspended, and the 2021-24 CBA, Article 10.7 language shall prevail unless otherwise negotiated.

This MOU shall expire in full without precedent on October 1, 2023, unless shortened or extended by mutual written agreement of the Parties. The parties agree to meet and discuss the long-term viability of the pilot program or other potential part-time healthcare programs as part of negotiations pursuant to Article 10.8, for Fall 2023 and beyond. The District may rely upon the documentation and authorizations submitted pursuant to this MOU in seeking reimbursement. The Parties agree to meet and discuss, as necessary, to resolve any ambiguities in interpretation created by subsequent instructions, regulations, or guidance from the Chancellor's Office, concerning topics such as recognition that assignment percentages can change between and within semesters, the need to clarify verification for multi-district part-time faculty reimbursements, the details of the proportionate share reimbursement calculation, etc.

This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

For the District:


For the Cerritos College Faculty Federation
AFT Local 6215:



Mercedes Gutierrez (Mar 6, 2023 11:32 PST)
Dr. Mercedes Gutierrez
Vice-President, Human Resources/
Assistant Superintendent



Dr. April Bracamontes
CCFF/Lead Negotiator



Dr. Lynn Wang
CCFF President












MOU-PT Health 2023-03-06-final

Final Audit Report

2023-03-06

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