## Memorandum of Understanding and Agreement By and Between

## **State Center Community College District**

## And

## State Center Federation of Teachers, Local 1533

This non-precedent setting Memorandum of Understanding and Agreement ("MOU") is entered into by and between the State Center Community College District (hereinafter referred to as "District" or "Employer") and the State Center Federation of Teachers, Local 1533 (hereinafter referred to as "Exclusive Representative" or "Federation").

This MOU pertains only to the District contribution to medical premium for members of the Part-Time Bargaining Unit who qualify for medical insurance under the provisions of Article 18 of the collective bargaining agreement (CBA). Nothing in this MOU is meant to set precedent for future negotiations. Neither shall this MOU be used as justification for additional changes to the 2022-2025 Collective Bargaining Agreement beyond the issue of this increase to the District contribution to medical insurance premium. With that understanding, the Federation and the District agree as follows:

- This Agreement shall amend the terms of the existing part-time faculty CBA only as provided herein, and in no other way modify, change, alter, diminish, or increase the existing terms or conditions of the CBA.
- Article 18, Section 1.E in the Part-Time CBA will be modified as follows:

Effective October 1, 2015, the District will offer medical coverage to an eligible employee who the District determines is full-time as defined by the ACA rules and pursuant to the rate-of-pay Safe Harbor. Effective July 1, 2023, The District's contribution toward to the medical insurance premium will be an amount not to exceed a monthly maximum contribution of plan offered will be one-thousand onetwo-hundred thirty five fifty dollars (\$1,1351,250.00) per month per eligible employee. The unit member will pay the difference between the District medical premium contribution and the cost of any premium in excess of the District contribution for any selected medical plan. If the premium is less than the District contribution, the District contribution will be the actual premium amount.

Effective October 1, 2024 and each October 1 thereafter, the District's contribution to the medical insurance premium shall increase by the same percentage increase in the premium of the District's Modern Care plan, but not to exceed the funded COLA for that

year. If the premium is less than the District contribution, the District contribution will be the actual premium amount.

The parties agree that the terms of this MOU are non-precedential and will not constitute any waiver of any rights not specifically address in this agreement.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law.

This Agreement is made this <u>20</u> day of December in the year 2023 in the City of Fresno, County of Fresno, State of California.

| State Center Community College District | <b>State Center Federation of Teachers</b> |
|---|--|
| Jaham R. Mesu                           | Keith Ford (Dec 20, 2023 13:23 PST)        |
| Julianna D. Mosier, Vice Chancellor, HR | Keith Ford, President                      |
|   | Ryen Hinata                                |
|   | Rven Hirata, Chief Negotiator              |