

MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND THE SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS, LOCAL 1493, AFT, AFL-CIO June 21, 2024, and as amended _____.

PART-TIME FACULTY HEALTH INSURANCE PROGRAM [SUBJECT TO CONFIRMATION WITH CALPERS AND STATE CHANCELLOR'S OFFICE]

This Memorandum of Understanding between the San Mateo Community College District and the San Mateo Federation of Teachers, Local 1493, AFL-CIO, is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. This agreement is intended to apply only to the matters set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed.

~~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 program for the period between July 1, 2024, through December 31, 2026. It is the intent of the parties to comply with the provisions of 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 reimbursement for its part-time faculty healthcare program depending upon the type of program in place. It is further the intent of the parties that this MOU be applicable so long as state funding fully covers the cost of offering part-time faculty medical benefits.~~

~~1. **Board Resolution:** As a condition precedent that must occur before any eligible part-time faculty employee is permitted to enroll in District-funded benefit coverage, the District Board of Trustees must execute and file the appropriate resolutions, consistent with CalPERS regulations and Government Code Section 22807.5, that will enable part-time faculty the ability to participate in CalPERS Medical benefits coverage. The availability of benefit coverage will require both a fully executed and ratified Agreement and the appropriate resolutions.~~

12. Eligibility to Enroll: To participate in District provided medical benefit coverage at a level equivalent to what is offered to full-time faculty, part-time faculty members must meet the following definitions:

a. Part-time faculty must be 40% or greater of a full-time faculty assignment with the District, as determined under the SMCCFT collective bargaining agreement, the Education Code, CCCC guidelines, and any other applicable state laws. For the purpose of eligibility in the program, assignment shall be calculated as follows:

i. Instructional Part Time Faculty: Load shall be measured as of Monday of the third week of the semester of the instructional part-time faculty member's scheduled assignment.

ii. Non-Instructional Part Time Faculty:

1. Counselors: The equivalent workload for counselors shall be calculated based on a 30-hour work week in a 17.5-week semester, with 210 hours worked (or an average of 12 hours per week) deemed equivalent to 40%.

[Based on 525 hours for full-time counselor: $525 \times .4 = 210$.]

2. All other non-instructional faculty: The equivalent workload for all non-instructional faculty other than counselors shall be calculated based on a 37.5-hour work week in a 17.5-week semester, with 262.5 hours worked (or an average of 15 hours per week) deemed equivalent to 40%.

[Based on 656.5 hours for non-instructional faculty: $656.5 \times .4 = 262.5$.]

iii. Mixed Assignments: Part-time faculty with both instructional and non-instructional assignments, ~~and/or ancillary work~~, may meet eligibility provided that the sum of assignments ~~meets or exceeds 40%~~ **their load** meets or exceeds 40%.

iv. The above load calculations shall exclude office hours ~~and/or all ancillary activities (as per Ed Code section 87482.5).~~

b. FTE Load Confirmation: The determination of eligibility for enrollment shall be based on reasonable documentation establishing the aforementioned criteria as follows:

By October 1 for November qualifying event enrollment

By April 1 for May qualifying event enrollment

c. Part-time faculty must be enrolled in a retirement plan. Part-time Faculty generally must enroll in either CalSTRS Defined Benefit or CalSTRS Cash Balance. On the rare occasion through prior or concurrent employment, the Part-time Faculty member may qualify for CalSTRS health plan enrollment as a CalPERS Defined Benefit plan member.

2. Dental and optical coverage: Part-time faculty who meet the eligibility criteria in 1(a)-(b) above, and their dependents, shall be eligible to enroll in the Dental and Optical plans offered by the District at no cost to the employee.

3. Eligibility for Reimbursement: To be eligible for reimbursement of a portion of their paid medical insurance premium, a part-time faculty member must meet all of the following criteria as required by the State and Education Code Section 87865, including:

a. The part-time faculty member must have teaching assignments at two or more California community college districts that when combined equal or exceed 40% of the cumulative equivalent of a minimum full-time FTE assignment;

b2. The part-time faculty member or their dependents whose premiums for health insurance are paid by an employer other than a community college district, are not eligible to participate in the program;

c. The part-time faculty member with a load of 40% or more at a single district (other than San Mateo County Community College) that offers part-time faculty benefits are not eligible to participate in the program;

d. The part-time faculty member must have individually purchased a healthcare plan covering themselves and optionally any eligible dependents.

e. The determination of eligibility for multidistrict part-time faculty shall be based on reasonable documentation establishing the aforementioned criteria during the primary (Fall and Spring) terms, in order to verify that the cumulative assignment meets the 40% criteria, as well as enrollment and premiums associated with the health insurance plan.

4. Limitations: Participation in this Part-Time Faculty Health Insurance Program is subject to the following:

a. Part-time faculty members must meet state criteria (e.g., not covered by ~~spouse or~~ another employer or agency), as determined under the Education Code and other applicable state laws;

b. Part-time faculty members who are full-time faculty members at any other community college district are not eligible to participate in the program;

c. Retired full-time faculty with retiree medical benefits that have returned to part-time employment are not eligible.

5. Participation in the Program:

a. 40% Part Time Faculty:

1. Unit members meeting the definition of "part-time faculty" by maintaining an assignment equivalent to 40% of full-time shall be eligible to enroll in and receive medical benefit coverage at the same level of District-paid premium contributions as is available to full-time faculty. This benefit contribution has no cash-value, and part-time faculty shall not receive any cash-value "in lieu" of medical benefit coverage.

a. Any eligible part-time faculty member that elects coverage in a plan that exceeds the maximum District contribution shall solely bear the cost of any excess, which shall be deducted from their monthly payroll via automatic payroll deduction.

1) As a condition to participating in a plan that exceeds the maximum District coverage, a unit member is required to execute all necessary documents and authorizations required for the applicable payroll deductions;

2) In the event a part-time faculty member receives salary that is insufficient to cover the excess benefit cost, the member shall remit payment to the District within ten (10)

calendar days of receiving notification of a balance due. The failure to remit the required payment in a timely manner may result in termination of the benefits and removal from the Program.

b. A part-time faculty member that is eligible to enroll and participate during the Spring semester will remain enrolled until it can be determined whether the member meets or exceeds the 40% threshold for the subsequent Fall semester.

c. Loss of Eligibility: Unit members that have enrolled in District medical benefit coverage and subsequently become ineligible shall notify the District and will thereafter not continue to receive contributions towards District-paid medical benefits. Part-time faculty that become ineligible shall be provided with notice of continuation (i.e., COBRA) coverage, and will be eligible to enroll in self-paid COBRA coverage at their own expense, provided that they meet minimum COBRA eligibility requirements. Determinations concerning eligibility and continued eligibility shall be based upon information provided by the part-time faculty member, and shall not be subject to the grievance process.

2. Part-time faculty with at least a 40% load in the District may choose a reimbursement program in lieu of enrolling in District-provided health plans. Part-time faculty who elect this option may get reimbursed for the cost of their healthcare ~~up to the amount premiums up to the cost of the Kaiser single plan.~~ [the District would have paid if the unit member had been a full-time faculty member purchasing the District's most commonly subscribed family medical plan.](#)

b. Reimbursement of Medical Premiums: Unit members may submit documentation of individually purchased medical benefit coverage for partial reimbursement. The District will make available a reimbursement form for this purpose, as follows:

1. Reimbursement is for premiums only, and 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.

2. Part-time faculty are responsible for obtaining coverage on their own, and shall be required to provide receipts or other proof of payment for the insurance to be eligible for reimbursement. Upon confirmation of the payment by the part-time faculty member and receipt of the required documentation, the District shall issue a reimbursement equal to its share of this premium payment for up to ~~threesix (36)~~ [three \(3\) months in any given college year: January-March, April-June, July-September and October-December, either July to December or January to June.](#) Reimbursement will be paid by separate check.

3. 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.

4. 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.

5. Eligibility determination is done semester-by-semester for Fall and Spring terms only, as set forth below:

1. Employees qualifying in the Fall Semester for benefits reimbursement shall be entitled to receive reimbursements [for July through September and October through December.](#)

2. Employees qualifying in the Spring Semester for benefits reimbursement shall be entitled to receive reimbursements [for January through March and April through June.](#)

3. In the event that the assignment load drops below 40% of the minimum full-time assignment at any point in the semester, the employee's entitlement to reimbursement will end effective the last day of the semester.

6. Certification:

a. Certification requirements for faculty members shall be based on: CCCCCO issued forms, procedures, and

guidelines; the Education Code; and any other applicable state laws

b. Reimbursement:

i. Multi-District Faculty: Upon certification of the required documentation and the multi-district part-time faculty member's medical premium payment, the District shall reimburse multidistrict part-time faculty who individually purchase health insurance benefits, up to its proportionate share as determined under the Education Code, CCCCO guidelines, and any other applicable state laws, but in no event greater than the amount indicated in Section 2 above.

b. Upon certification of the required documentation and the part-time faculty member's medical premium payment, the District shall reimburse part-time faculty who opt for reimbursement under Section a.2 above who individually purchase health insurance benefits, but in no event greater than the amount indicated in Section 2 above.

c. Certification and proof of insurance must be received by the District on or before the last date in each reimbursement period (e.g., [September 30](#), December 31, [March 31](#), and June 30).

~~7. Contingency Upon State Funding and Termination of the Program:~~

~~a. The parties recognize and agree that District's decision to offer part time faculty medical benefit coverage is contingent upon state funding and the ability of the District to receive up to 100% reimbursement for expenditures directly attributable to the Program. If the final state budget does not continue to fund part-time faculty medical benefits, does not fund part-time faculty medical benefits at a sustainable level, or if the State of California does not reimburse the District for 100% of its medical benefit contribution costs attributable to part-time faculty, the parties agree that the terms of this Program will terminate effective at the end of the semester in which the District receives notice that it will not be receiving 100% funding, subject to the following:~~

~~1. If the State of California continues to fund part-time benefit reimbursement to the District at 50% or higher, the parties agree that the terms of the MOU providing for part-time benefit reimbursement up to the Kaiser single rate for part-time faculty, entered into on August 30, 2023, shall go into effect for the remainder of the term of this MOU.~~

~~2. If the State of California does not fund part-time reimbursement to the District a level of 50% or more, the parties agree that the following language previously set forth in Article 9.12 of the CBA shall become effective for the remaining term of this MOU:~~

~~The District is providing up to \$3,305.00 of medical reimbursement per semester, for reimbursement of employee-incurred health benefit costs to all part-time hourly academic employees who are employed and complete a 40% or more of a full-time load (6/15 FLC) in the District. The reimbursement periods for the fall and spring semesters are July through December and January through June.~~

~~The stipend shall be used to reimburse part-time faculty who qualify for reimbursement under these provisions for premium costs only from enrollment in any HMO, PPO, or indemnity health plan licensed and registered by either the California Department of Insurance or the California Department of Corporations.~~

~~Employees wishing to be reimbursed for medical premium expenses (Medical Premiums ONLY) under this article must initiate the request on a District form. The employee must furnish documentation (cancelled check, paid statement) showing that the employee had been purchasing health insurance during the instructional period for which the employee was otherwise not eligible for reimbursement from any other source. If the health insurance premiums are part of an employer-paid benefit program, the employer MUST be another community college in order to be eligible for reimbursement.~~

~~The reimbursement request must be received by Human Resources by:~~

~~a) December 31st for the period covering July through December;~~

~~b) June 15th for the period covering January through June.~~

~~b. Termination of Program:~~

~~1. If at any time CalPERS medical does not permit Unit Members to participate in the program, the District's obligation to eligible part-time faculty will be extinguished and the terms of Section 4 of this MOU will be null and void.~~

~~2. The parties expressly recognize that if this Program offering the same benefits to part-time unit members as is offered to full-time unit members is terminated because of funding cuts by the State, the withdrawal from CalPERS is subject to CalPERS rules and regulations, which may include, but are not limited to:~~

~~a) The filing of a termination resolution with CalPERS no later than 60 days after CalPERS announces health plan premiums for the following calendar year (typically June), to become effective on the subsequent January 1 (coverage ceases at the end of the current calendar year/December 31). (2 CCR section 599.515.)~~

~~b) The recognition by the parties once filed, the election to terminate is irrevocable and the employer may not elect participation for this group within five years of the termination date.~~

~~3. If at any time the District is considering rescinding the authorizing resolutions and terminating part-time faculty participation in CalPERS medical, the District shall notify SMCCFT at least sixty (60) days prior to anticipated Board action so as to permit the parties an opportunity to negotiate any foreseeable impacts and effects.~~

~~8. 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.~~

9. Unless shortened or extended by mutual written agreement of the Parties, this MOU shall sunset and be of no further effect on ~~December 3~~ **July 1, 2028**. This MOU shall be reopened by August 1, 2027, to explore whether to extend **or modify the MOU, or to incorporate it into the parties' collective bargaining agreement.**

10. Nothing in this MOU shall be construed as waiving any rights under the EERA or precluding future negotiations on impacts and effects relating to the impacts or effects of any subsequent decisions or policies, or procedures.

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 MOU does not represent a change to the collective bargaining agreement (CBA), does not set a precedent or past practice beyond those terms described or referenced herein.