

DISTRICT PROPOSED 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
July 7, 2023
Part-Time Faculty Health Insurance Pilot Program

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 pilot program for the 2023-2024 academic year (Fall 2023 and Spring 2024). 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 up to 50% reimbursement for its part-time faculty healthcare program.

1. **Eligibility:** To participate in this Part-Time Faculty Health Insurance Pilot Program, participants are 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. Eligibility for reimbursement will begin on the first day of the month of the start of the beginning of the semester (fall or spring) in which services are performed and they meet eligibility requirements.
 - c. To be eligible to participate in the pilot program, 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 pilot 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 may meet eligibility provided that the sum of assignments meets or exceeds 40%.

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- iv. Multi-District Part-Time Faculty: To be eligible for reimbursement of a portion of their paid medical insurance premium, a multi-district part-time faculty member must meet all of the following criteria as required by the State and Education Code Section 87865, including:
 - 1. Multidistrict part-time faculty member must have teaching assignments at two or more community college districts that equal or exceed 40% of the cumulative equivalent of a minimum full-time FTE assignment;
 - 2. Multidistrict 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;
 - 3. Multidistrict part-time faculty member with a load of 40% or more at a single district that offers part-time faculty benefits are not eligible to participate in the program;
 - 4. Multidistrict part-time faculty member must have individually purchased a healthcare plan.
 - v. Load calculations shall exclude office hours and/or all ancillary activities.
2. Part-time Employees will reimbursed for an amount up to the 100% of the single party Kaiser premium rate.
- a. Reimbursement for premiums incurred between July 1 through December 31, 2023, shall be paid in April of 2024. Reimbursement for premiums incurred between January 1 through June 30, 2024, shall be paid during the September 2024 payroll period. Reimbursement will be paid by payroll check.
 - b. 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.
 - c. 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.
 - 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, if applicable unit member premiums above payroll deductions are not paid, or if supporting documentation is insufficient.
 - e. 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 reimbursement in the subsequent winter session.
 - 2. Employees qualifying in the Spring Semester for benefits reimbursement shall be entitled to receive reimbursement in the subsequent summer session.
 - 3. In the event that the assignment load drops below 40% of the minimum full-time teaching assignment at any point in the semester, the employee's coverage will end effective the last day of the semester.
3. Certification:

- 111 a. Certification requirements for faculty members shall be based on: CCCCOC issued forms,
112 procedures, and guidelines; the Education Code; and any other applicable state laws
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- 114 b. Upon certification of the required documentation and the multi-district part-time faculty
115 member's medical premium payment, the District shall reimburse multidistrict part-time faculty
116 who individually purchase health insurance benefits, up to its proportionate share as
117 determined under the Education Code, CCCCOC guidelines, and any other applicable state
118 laws.
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- 120 4. Long-term Viability of the Program: Both parties agree to meet to discuss the financial implications of
121 the program at least once prior to the expiration of this MOU.
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- 123 5. Unless shortened or extended by mutual written agreement of the Parties, this MOU shall sunset and
124 be of no further effect: 1) if the State funds the part-time health care reimbursement program at a
125 lower level than the prior year; 2) if all allocated Part-Time Faculty Health Insurance Program
126 allocated funds are depleted; or on June 30, 2024, whichever comes first. If the State continues to
127 fund the part-time health care reimbursement at the same or higher level as of June 30, 2024, and if
128 there are excess allocated funds in the Part-Time Faculty Health Insurance Program at the end of the
129 academic year, this MOU may be reopened to explore changing to the 100% reimbursement option.
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- 131 6. Nothing in this MOU shall be construed as waiving any rights under the EERA or precluding future
132 negotiations on impacts and effects relating to the impacts or effects of any subsequent decisions or
133 policies, or procedures.
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135 The Parties agree to meet and discuss, as necessary, to resolve any ambiguities in interpretation created by
136 subsequent instructions, regulations, or guidance from the Chancellor's Office, concerning topics such as
137 recognition that assignment percentages can change between and within semesters, the need to clarify
138 verification for multi-district part-time faculty reimbursements, the details of the proportionate share
139 reimbursement calculation, etc.
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141 This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar
142 circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or
143 legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective
144 bargaining agreement.
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146 San Mateo County Community
147 College District
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San Mateo Federation of Teachers, Local 1493,
AFT, AFL-CIO
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