

**2022-23.5 Memorandum of Understanding
Between Cabrillo Community College District
and
Cabrillo College Federation of Teachers**

This is a Memorandum of Understanding (“MOU” or “Agreement”) between the Cabrillo Community College District (“District” or “Cabrillo”) and the Cabrillo College Federation of Teachers (“CCFT”) collectively referred to as “the Parties” and concerning the expansion of healthcare benefits available to Associate (“part-time”) Faculty. This MOU represents a two-year pilot program for the 2023/2024 and 2024/2025 academic years.

I. Recitals

A. The CCFT and the District have a shared interest in providing greater access to healthcare benefits (i.e., medical and dental insurance) for part-time faculty employed at Cabrillo College.

B. In June 2022, the State Legislature and Governor Gavin Newsom ratified the 2022-2023 State Budget, which increased the Part-Time Faculty Health Insurance Program fund to reimburse districts providing certain medical insurance benefits to part-time faculty from \$490,000 per year to \$200.49 million per year.

C. In addition, AB 190 (chaptered as California Education Code (Ed Code) sections 87860 – 87868) allows districts to receive up to 100% reimbursement (depending on statewide utilization of reimbursement funds) for their part-time faculty medical insurance healthcare benefits program provided the district fulfills the following criteria:

- i. Offers medical insurance coverage to all part-time faculty who meet the requirements in subdivision (c) of Ed Code section 87861.
- ii. Offers part-time faculty the same medical insurance benefits provided to the full-time faculty at the community college district.
- iii. Limits individual premiums paid by part-time faculty to no more than the actual individual premium paid by full-time faculty in that district.
- iv. Offers medical insurance coverage to all multidistrict part-time faculty who meet the requirements in subdivision (b) of Ed. Code section 87861, and pursuant to section 87865.

D. Cabrillo College’s current Benefit Plan Year for medical and dental insurance runs from October 1 through September 30 of each year and all medical insurance plans are currently provided through SISC (Self-insured Schools of California Joint Powers Authority). Dental insurance is provided through ACSIG, a separate JPA.

E. The Parties agree the District’s primary responsibility regarding scheduling instructors and classes is to best meet the needs of the students and programs. The desires and needs of individual employee’s schedules are naturally subordinate to these primary responsibilities of the District.

II. Eligibility and Plan Enrollment

A. A part-time faculty member shall be eligible for the same District-sponsored healthcare benefits (i.e., medical and dental insurance) provided to full-time faculty members so long as the part-time faculty member meets one of the following criteria as defined under Ed. Code section 87861 *et seq.* The District and the CCFT understand the current eligibility requirements to be the following:

- i. The part-time faculty member has an academic year assignment at Cabrillo College that is greater than or equal to 40% of the minimum full-time teaching assignment. That currently equates to a total of 12 Teaching Units (TUs) per academic year.
- ii. The employee may meet this 40% load requirement if their annual load is at least 40% of a full-time teaching assignment by combining their summer, fall, and spring assignments in an academic year (12 TUs/year).
- iii. Additionally, the part-time faculty member must not be receiving health insurance coverage from another employer, either directly, as a spouse, domestic partner or as a dependent in accordance with Education Code Section 87864.

B. An eligible part-time faculty may elect to choose medical and/or dental insurance for self, self plus one, or self plus family (>two). To be included in plan coverage, dependents of part-time faculty members participating in the District-sponsored healthcare program shall not be receiving benefits from another source simultaneously.

C. The District will offer the same medical and dental plans currently available to full-time faculty to qualifying part-time faculty. Coverage under these medical and dental plans shall be subject to the availability of such plans to the District.

D. The District will offer to eligible part-time faculty the same Benefit Stipend Contribution for medical and dental as offered to full-time faculty, less the District cost for individual life insurance/short-term disability (STD)/long-term disability (LTD) since part-time faculty are not eligible to participate in life/STD/LTD benefits. The Benefit Stipend Contribution shall be based on the level at which the eligible part-time faculty member enrolls in a medical plan (i.e., self, self plus one, or self plus family (>two)).

E. Any eligible part-time faculty who enrolls in medical and/or dental shall authorize pre-tax payroll deductions for any net-out-of-pocket (NOOP) amount due from the employee to cover their portion of premiums, if any. If an enrolled part-time faculty member's payroll schedule does not allow for payroll deductions for NOOP, the employee shall be responsible for timely self-paying any NOOP to the District Human Resources Department.

F. Beginning in August 2023 for the 23/24 academic year, the District Human Resources Department will review part-time faculty load assignments for the period of Summer 2023, Fall 2023 and Spring 2024 (Annual Aggregate Time Period) to determine which part-time faculty are eligible for healthcare benefits. This determination will be based on actual assignments for Summer 2023 and scheduled assignments for Fall 2023 and Spring 2024. If a part-time faculty member is determined eligible, they will be notified in no later than the end of August. If they choose to enroll in medical and/or dental insurance coverage, they must enroll no later than September 15, 2023 for coverage for the period of October 1, 2023 through September 30, 2024. If an eligible part-time faculty member declines coverage when offered, they must wait until the

following August for a determination of whether they are still eligible, and if so, they will once again be offered coverage.

G. In January of 2024, the District Human Resources Department will perform a mid-year review of part-time faculty load assignments for the period of Summer 2023, Fall 2023, and Spring 2024 to determine if any part-time faculty who were not previously eligible have since attained eligibility based on load assignments and to determine if any enrolled part-time faculty are no longer eligible by virtue of dropping below a 40% annual aggregate assignment. Part-time faculty who were offered coverage in August but declined at that time will not be evaluated again for eligibility in January. Part-time faculty who are determined to have attained eligibility in January will be notified around the 3d week of January. If they choose to enroll in medical and/or dental insurance coverage, they must enroll no later than February 1, 2024 and coverage will begin February 1, 2024 through September 30, 2024. If an eligible part-time faculty member who is offered coverage in January declines coverage when offered, they must wait until the following August for a determination of whether they are still eligible, and if so, they will once again be offered coverage.

H. Based on the January mid-year review, if a benefit-enrolled part-time faculty member is not scheduled for enough classes to maintain a 40% annual aggregate load or assignment, they will be discontinued from coverage at the end of the benefit plan year. Per COBRA continuation coverage laws & regulations, they may elect to continue in the plan and accept responsibility for self-paying one hundred and two percent (102%) of the cost of the plan through COBRA election.

I. The District shall be responsible for seeking reimbursement from the California Community Colleges Chancellor's Office ("Chancellor's Office") for part-time faculty healthcare benefits costs in a timely manner.

J. The District will follow the same format, process, and timing for determining eligibility in subsequent years as long as this MOU remains in effect.

III. Multi-district Part-time Faculty Members

Eligibility

- A. 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:
 - i. 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 teaching assignment;
 - ii. 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;
 - iii. Multidistrict part-time faculty member with a teaching load of 40% or more at a single district that offers part-time faculty benefits are not eligible to participate in the program;
 - iv. Multidistrict part-time faculty members must have individually purchased a healthcare plan.

Certification

- B. The District will develop an Application for Reimbursement to be completed and submitted by a multi-district part-time faculty member seeking reimbursement from the District under this Section III.
- C. A qualifying multi-district part-time faculty member must provide the required documentation by (December 1) for each fall semester and (May 1) for each spring semester demonstrating they meet the eligibility requirements as stated in this MOU.

Reimbursement

- D. Upon submission of a complete and accurate Application for Reimbursement by the multi-district part-time faculty member, the District shall issue a reimbursement equal to its share of this premium payment for up to six months.
- E. The District's share shall be determined by dividing the total health insurance premium paid by the multidistrict part-time faculty member by the total number of community college districts in which the multidistrict part-time faculty member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the multi-district part-time faculty member had been a full-time faculty member purchasing the District's most commonly subscribed family medical plan.
- F. Once documentation is certified, participating faculty will be reimbursed at most on a monthly basis.

IV. General Provisions

- A. **Term.** The Parties agree that this MOU shall expire on June 30, 2025, unless extended or modified by mutual written agreement.
- B. **Not Precedent Setting.** The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.
- C. **Execution.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a full executed Agreement. Signatures through electronic verification, or signatures transmitted by fax or email shall be deemed original signatures.
- D. **Reimbursement Changes.** In the event the District implements this program and the District receives less than 100% of eligible reimbursement claims from the California Community Colleges Chancellor's Office (CCCCO) for its medical insurance premiums and reimbursement costs under this program, the Parties shall re-open negotiations of the matters covered in this MOU. The Parties understand that dental insurance premiums are not currently covered for reimbursement and that the District will cover the cost of dental insurance for eligible part-time faculty.
- E. **Clarification.** In the event the District receives clarification from the CCCCCO regarding eligibility for this program, the Parties agree to reopen this MOU to ensure this MOU reflects the current legal requirements for part-time faculty to participate in this program.

- F. **District Not Liable for Changes to Assignments.** The District shall not be liable for changes in courses, scheduling, and/or teaching assignments for part-time faculty resulting in a change in their eligibility for healthcare benefits.
- G. **Return to Bargaining.** Prior to the end of the 2024/2025 academic year, the Parties agree to return to the bargaining table to negotiate a possible continuation of the MOU and/or incorporation of the terms of this MOU into the Contract between the District and CCFT.
- H. **Suspension of Contract Sections.** During the effective period of this MOU, the following Contract sections under 14.4 Insurance Coverage: Associate Unit Members are suspended 14.4.1, 14.4.2, 14.4.3, 14.4.4, 14.4.5, 14.4.6, 14.4.7, and 14.4.8.

_____ Date

Angela R. Hoyt Digitally signed by Angela R. Hoyt
Date: 2023.05.31 17:21:44 -07'00'

_____ For Cabrillo Community College District

_____ Date

Tobin W. Keller Digitally signed by Tobin W. Keller
Date: 2023.06.01 07:18:00 -07'00'

_____ For Cabrillo College Federation of
Teachers (CCFT)