

MOU: Participation in the Part-Time Community College Faculty Health Insurance

1. Beginning on January 1, 2025, associate faculty will be eligible for the same District-sponsored health insurance benefits provided to full-time faculty, as long as the associate faculty member meets the eligibility criteria set forth in Education Code Sections 87860-87868 and the conditions set forth below (the "Program").
2. **District Contribution:** RCCD will contribute to premium costs for health insurance benefits (excluding dental and vision coverage) for eligible associate faculty at the amount it contributes for full-time faculty (as of October 31, 2024, that is 100% of the premium cost of the SISC Prudent Buyer Plan – 90-G for up to a family-level plan).
 - a. Eligible associate faculty are responsible for the full premium cost of dental insurance, as required by SISC. Eligible associate faculty may purchase vision insurance at their own cost.
 - b. Eligible associate faculty may choose from any plan which is offered by the District, however if the premium cost exceeds the District Contribution, the associate faculty member shall be responsible for the excess cost.
3. **Eligibility:** Eligibility is established on a per-semester basis. Associate faculty will eligible for the Program if they meet the following criteria:
 - a. The associate faculty member either: (a) has an assignment equaling or exceeding 40% of cumulative equivalent of a minimum full-time assignment for the semester, or (b) has a two-semester average equaling or exceeding 40%.
 - i. The percent is as calculated in Article 3 of the CRFO collective bargaining agreement.
 - ii. The two-semester average will be calculated within one week of contracts for the upcoming term being issued. The average will be calculated by averaging the teaching load assignments from the current semester and upcoming semester. This shall establish the associate faculty's eligibility in the upcoming semester.
 - iii. Load from summer assignments does not count for the purpose of determining eligibility.
 - b. The associate faculty member must not be receiving health insurance benefits from another employer either directly, as a spouse, as a domestic partner, or as a dependent, in accordance with Education Code Section 87864. Similarly, any dependents of the associate faculty covered by the District-sponsored health insurance program may not be receiving health insurance benefits from another source simultaneously. Associate faculty will be expected to sign a document verifying that neither they nor their dependents are receiving health insurance benefits from another source.

4. Continuing Coverage:

- a. Associate faculty will remain eligible for participation in the Program during the summer months even if not working for RCCD during summer session, so long as they were eligible in the Spring semester prior and will be eligible in the upcoming Fall semester.
- b. If an associate faculty member becomes ineligible to participate in the Program in the upcoming semester, coverage will cease as of the last day of the month in which their ineligibility is determined. Following the end of coverage, the associate faculty member may exercise COBRA rights.
 - i. RCCD shall not be held liable for changes in scheduling that alter the insurance eligibility status of an associate faculty member for health insurance benefits.

5. Initial and Annual Enrollment: The initial period of open enrollment for associate faculty eligible at the time this Agreement is signed will begin January 1, 2025, and shall be open for thirty days. Open enrollment is annually in October; associate faculty members who have been eligible but declined to enroll in the previous year may choose to enroll during open enrollment. Any eligible associate faculty member who chooses not to participate in the program must wait until the next open enrollment period to join the program, and must establish eligibility at that time.

- a. **Enrollment upon Eligibility:** An associate faculty member who has been newly determined to be eligible to participate in the Program in the upcoming semester shall have thirty days' to enroll in the District's health care plan from the date eligibility is determined and communicated to the associate faculty member.

6. Multi-District Part-time Faculty ("MDPTF"):

- a. MDPTF are associate faculty who are employed at two or more community college districts.
- b. MDPTF are eligible for District-reimbursement of their privately-obtained health insurance premiums in an amount equivalent to the proportion their teaching assignment at RCCD bears to their total teaching assignment. As a maximum, RCCD shall cap the amount paid to the monthly premium for the family coverage plan.
- c. MDPTF shall be eligible for the reimbursement set forth above in 6.b if they meet all of the following criteria for the previous two semesters:

- i. Employed at more than one California community college district as a part-time faculty member, with a cumulative teaching assignments equal or exceeding 40 percent of the cumulative equivalent of a minimum full-time assignment;
 - ii. Not employed in a California community college district with an AB190 Part-Time Community College Faculty Health Insurance Program in which their assignment equaled or exceeded 40% of the cumulative equivalent of a minimum full-time assignment;
 - iii. Not have received health insurance benefits from any other employer-sponsored plan, or as a covered dependent of anyone receiving health insurance benefits from an employer-sponsored plan;
 - iv. Have individually purchased health insurance benefits.
- a. Eligible MDPTF must provide timely documentation as requested by RCCD demonstrating that they meet all eligibility criteria in Paragraph 6.c.

7. **Term and Sunset:** This MOU shall remain in full force and effect through June 30, 2026, so long as the District is anticipated to receive 100% reimbursement from the State for providing associate faculty with health insurance benefits or reimbursement expenses under the Program during this period.

- a. If anticipated and verified that reimbursement is expected to fall below 100%, then this MOU shall sunset at the end of the current semester and RCCD and CRFO will reopen negotiations on this agreement upon the request of either party.
- b. Implementation of this agreement depends on the District's health insurance carrier agreeing to add associate faculty who would become eligible under this Article to the current District plan as a subgroup without significantly raising premium costs for other subgroups. Implementation also depends on the carriers making available plans and rates that comply with the requirements of AB 190 that allow for full reimbursement. If while attempting to implement the provisions of this agreement, the District learns that the carrier will not offer a comparable/equivalent plan(s) to the subgroup of associate faculty who would be eligible under this agreement or that costs for other subgroups will rise substantially, this agreement shall not be implemented, and CRFO and District will reopen negotiations on the subject of health insurance benefits for associate faculty.
- c. In the event that RCCD receives clarification regarding Program eligibility for reimbursement or if there are changes to the Program with regards to eligibility for reimbursement, this MOU shall sunset at the end of the current semester and parties will reopen negotiations on this agreement upon the request of either party.

- d. The MOU shall sunset on June 30, 2026 regardless of the foregoing, and may only be extended beyond that date by writing signed by both parties.

This MOU is intended to allow the Parties to participate in a State-encouraged program and shall not set precedent in any way.

Signed 
(Dr. Keith Flamer/President RCCD)

Date 11/12/2024

Signed 
(Alia Dunphy/Chief Negotiator RCCD)

Date 11/12/2024

Signed 
(Michelle Haggerty/President CRFO)

Date 11/12/24

Signed 
(John Johnston/Chief Negotiator CRFO)

Date 11/12/24