

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

December 12, 2023

EXPANSION OF PART-TIME HEALTH CARE PROGRAM

It is the intent of the parties to fully comply with the provisions of AB 190 (chaptered as Education Code Sections 87860-87868), which allows the District to expand its contributions to part-time faculty health-insurance premiums, excluding dental and vision insurance, and to receive 100% reimbursement from the State. To that end, the District and Faculty Association agree to amend Article 20A.6 of the parties' Collective Bargaining Agreement (CBA) as follows:

20A.6 Medical Benefits for Part-Time Unit Members

a. **Eligibility**

The District shall provide medical benefits to each qualified Part-time unit member as specified in this Article. A qualified Part-time unit member is one who:

- (1) worked forty percent (40%) of an annual Full-time equivalent Load [twelve (12) Calculated A Hours (CAHs)] or more during the Academic Year prior to receiving benefits, including any service on a Full-time basis, and Summer Session or Intersession service;
- (2) had affirmed via a signed affidavit that he/she does not receive medical insurance where all or part of the premium is paid through some other source; and
- (3) had approval of this arrangement by the carriers.

b. **Medical Plan and Enrollment**

Effective the enrollment period for Fall Semester 2024, each qualified Part-time unit member and his or her eligible dependents are eligible to enroll in the District's health coverage plans described in Article 20A.1(c)(1), (2) and (3). The Part-time unit member must enroll annually. See Appendix: Medical Benefits - Enrollment Form for Part-time Faculty (Note: This form is only available during enrollment periods.).

There will be two (2) enrollment periods: Fall and Spring Semester. Only those Part-time unit members who became eligible in the Spring may enroll in the Spring. Notwithstanding, unit members who have a "qualifying event" as defined by the District and Insurance Carriers may also enroll in the Spring.

- ♦ The Fall enrollment period will open in early July and run for at least 30 days, for coverage effective September 1 through August 31. Eligibility will be determined

on the basis of the Part-time unit member's assignments in the most recent Fall, Intersession (if applicable), and Spring terms, and the Summer Session in progress.

- ♦ The Spring enrollment period will open in early November and run for at least 30 days, for coverage effective January 1 through August 31. Eligibility will be determined on the basis of the Part-time unit member's assignments in the most recent Intersession (if applicable), Spring, Summer and Fall terms.

c. **Premium Payment**

Premium payment shall be dependent upon the Part-time unit member's annual Load in the prior Academic Year and be subject to the following conditions:

- (1) **Program Payments.** The program shall be dependent upon the continuation of funding as described in Education Code Sections 87860 through 87868 whereby the State will reimburse the District for up to 100% of the total cost. Effective Fall Semester, 2024, the program shall comply with the provisions for eligibility for 100% reimbursement as set forth in the State Chancellor's office memorandum, "Changes to the Part-Time Faculty Health Insurance Program," dated October 31, 2022. Specifically:

- The program shall be available to all eligible Part-time faculty, as defined in section (a) above.
- Part-time faculty shall enjoy the same health insurance benefits as those provided to Full-time faculty, as delineated in 20A.1(c)(1), (2) and (3).
- Part-time faculty participating in the program will make the same premium contributions as those paid by Full-time faculty, as delineated in 20A.1(c)(1), (2) and (3).
- The District shall contribute towards the health insurance coverage obtained by eligible multidistrict part-time faculty through a reimbursement plan, as described in section (d) below.

- (2) **Monthly Premium Deductions.** All monthly premium payments for medical benefits will be deducted directly from the unit member's monthly paycheck. Unit members are required to sign an agreement authorizing the District to deduct money owed from their paychecks. For the months the unit member does not receive a monthly paycheck, the unit member will reimburse the District by personal check or money order, which will be due on the tenth (10th) day of the following month. If the premium payment is not received by the tenth (10th) day of the following month, the District may suspend the unit member's medical benefits until the payment is received.

- (3) **Premium Billing.** The District will bill for the collection of any portion of premiums due, that are not otherwise collected through payroll deductions. If the premiums due are not received by the tenth (10th) day of the month following notification that past due premiums are owed, the District shall cancel the member's medical benefits and proceed to collect past due premiums. Unit members will be billed for the collection of past due premiums and, if not fully paid within thirty (30) days from the date of notification, will be debited from future earnings or via other collection remedies.

- (4) **Payroll Deductions.** Payroll deductions begin no later than the month preceding the effective date of coverage. The District shall notify eligible Part-time Faculty of the process to apply for benefits and applicable deadlines two months prior to the coverage's effective date.
- (5) **Continuity of Benefits.** Continuing Part-time Faculty receiving benefits are eligible for continuous benefits until the following Fall open enrollment.

d. **Multi-district Part-time Faculty**

Multi-district Part-time Faculty Members shall be eligible for health-insurance reimbursement for a portion of their paid medical insurance premium, if they have met all of the following criteria:

- (1) The Part-time unit member is currently serving at more than one California community college district, including CLPCCD.
- (2) The Part-time unit member's total teaching assignments over the last year, at two or more college districts including CLPCCD, is equal to or greater than 40% of a full-time teaching assignment. For the purpose of determining eligibility, the last year means the most recent Fall, Intersession (if applicable), Spring and Summer terms prior to when the unit member starts receiving benefits.
- (3) They are ineligible to receive health care coverage at a level commensurate with full-time faculty in any single district, other than CLPCCD.
- (4) The Part-time unit member does not receive health coverage from any other employer-sponsored plan, or as a covered dependent of anyone receiving coverage from any employer-sponsored plan.
- (5) The Part-time unit member has purchased a healthcare plan covering themselves and optionally any eligible dependents.

If a Part-time faculty member qualifies for this program only by virtue of working in more than one District, and one of those districts outside of CLPCCD does not participate in this program, CLPCCD will reimburse for its proportionate share (*e.g.*, if a Part-Time faculty member works in two districts and one of those districts does not participate, CLPCCD will reimburse for 50% of the plan cost).

Qualifying Multi-District Part-Time Faculty Members must provide timely documentation as requested by CLPCCD demonstrating that they meet all eligibility requirements in addition to signing an affidavit provided by the District attesting to having met these requirements.

Upon receipt of evidence of the Multi-District Part-Time Faculty Members medical premium payment, the District shall issue monthly reimbursements equal to its share of this premium payment. The District's share shall be determined by dividing the total health insurance premium paid by the total number of California community college districts in which the Multi-District Part-Time Faculty Member currently holds an active faculty assignment. The District's share shall not exceed its portion of the premium for

its most commonly subscribed plan (among faculty), divided by number of districts in which the unit member holds an active faculty assignment.

e. Continuity of Coverage for Part-time Faculty with Existing Coverage

If a Part-time faculty member establishes eligibility for health benefits through the provisions of section (a) above, and further establishes that they have been paying for their own health insurance coverage for a period of two (2) years or more, not including other employer-sponsored plans, they may retain the health insurance plan they have, and participate in this program through a reimbursement model. This provision shall operate as follows:

- (1) The Part-time faculty member must have worked 40% of an annual Full-time load [12 CAH] or more at CLPCCD, over the last full year.
- (2) The Part-time faculty member affirms via a signed affidavit that they do not receive medical insurance where all or part of the premium is paid through some other source.
- (3) The Part-time faculty member provides proof of payment for their healthcare plan over the past two (2) years, and continues to document the payments tendered to maintain said coverage on a quarterly basis. It is understood that the healthcare covers the Part-time faculty member, and optionally any eligible dependents.
- (4) The District shall cover a portion of the premium equivalent to its current share of the premium for the “Highest HMO” plan described in Article 20A.1(c)(2). It is understood that this percentage will normally change on an annual basis.
- (5) The District’s contribution shall not exceed its current contribution for unit members enrolled in the “Anthem Low” plan described in Article 20A.1(c)(2).

Upon the Part-time faculty member’s compliance with provisions (1) through (3) above, the District shall issue quarterly reimbursements equal to its share of their healthcare premium as described above.

f. Continuing Eligibility and Cessation of Eligibility

Continuing eligibility shall be determined annually each July for the period September 1 through August 31 based upon the Part-time unit member’s assignment in the most recent Fall, Intersession (if applicable), and Spring terms, and the Summer Session currently in progress. Each year, during the July Open Enrollment Period, Part-time unit members will need to indicate their intention to continue participation in the program through a menu provided by the District in Class Web.

Eligibility shall cease if:

- (1) the unit member’s Load for the prior year, as determined above, is less than forty percent (40%); or
- (2) the individual is no longer employed by the District.

In the event that a unit member loses eligibility, they may re-enroll in the program in a future enrollment period by re-establishing eligibility per sections (a) and (b) above.

g. **Changes to State Reimbursement Rates**

- (1) If the District's reimbursement from the State drops to 95% or less of its costs for health coverage for Part-time faculty provided under this program, the parties shall reopen negotiations on this program upon the request of either party. Should the parties not reach mutual agreement, the language in Article 20A.6c of the 2022-2025 Collective Bargaining Agreement with respect to premium contributions will take effect at the beginning of the subsequent fiscal year (July 1st). Both parties agree, however, that continuation of the Anthem plan to eligible part-time faculty already enrolled in that plan will be allowed.
- (2) If for any reason provided for under this agreement, District determines after implementation of this agreement that it is no longer able to offer the plans described herein at the contribution rates described herein, District agrees to reopen negotiations in a timely manner so that alternatives can be discussed in time to avoid any interruption in insurance coverage, if possible.

h. **Consolidated Omnibus Budget Reconciliation Act Rights (COBRA)**

Should coverage cease, the Part-time unit member is eligible for COBRA Rights.

i. **Domestic Partner Rights**

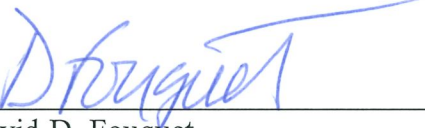
The District and the Faculty Association agree that domestic partners shall be included under this Article.

In addition to the changes to Article 20A.6 noted above, the parties agree to the following:


1. The initial period of open enrollment for the expanded program will run from July 1 through August 5, 2024, for coverage commencing September 1, 2024. Any eligible employee who misses the open enrollment period, or otherwise chooses not to participate in the program, must wait until a subsequent open enrollment period to join the program.
2. Changes to the initial enrollment period, as stated above, may be revised by mutual consent of the District and Faculty Association.
3. Implementation of this agreement depends on the District's health insurance carriers, Kaiser and Anthem Blue Cross, agreeing to add part-time faculty who would become eligible under this agreement to the current District plans 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 agreements, the District learns that the carriers will not offer the same plan to the extended group of part-time faculty who would be eligible under this agreement or that costs for other subgroups will rise substantially, the District and Faculty Association will reopen negotiations on Part-time health insurance benefits, upon the District's request.
4. It is agreed upon that full-time faculty members who retire from the District and who are not covered by a District-sponsored retiree health plan will be allowed to participate in

this program, provided all criteria are met per this MOU (40% load or greater as a part-time faculty member for the eligibility period).

Signed and entered this 12th day of December, 2023



David D. Fouquet
President, Chabot-Las Positas
Faculty Association



Ronald P. Gerhard
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Community College District