

MEMORANDUM OF UNDERSTANDING
BETWEEN GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
AND
GAVILAN COLLEGE FACULTY ASSOCIATION (GCFA)
PART-TIME FACULTY MEDICAL BENEFITS

This is a Memorandum of Understanding (“MOU” or “Agreement”) between the Gavilan Joint Community College District and the Gavilan College Faculty Association (GCFA) collectively referred to as “the Parties” regarding the expansion of healthcare benefits available to part-time faculty. This MOU represents a two-and-a-half-year pilot program effective January 1, 2024, through June 30, 2026.

I. Introduction & Background

- a. The GCFA and District have a shared interest in providing greater access to healthcare benefits (medical insurance) for part-time faculty employed at Gavilan 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. Gavilan College’s current Benefit Plan Year for medical 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).
- 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. Effective January 1, 2024, a part-time faculty member shall be eligible for the same District-sponsored medical insurance coverage provided to full-time faculty and district contribution at the current maximum annual contribution amount.
- b. In order to be eligible, part-time faculty members must meet one of the following criteria as defined in Ed. Code section 87861. The District and GCFA understand the current eligibility requirements to be the following:
 - i. The part-time faculty member has a semester assignment at Gavilan College as part-time faculty equal to or greater than forty percent (40%) of a full-time District teaching assignment.
 - ii. The part-time faculty member must not be receiving health insurance coverage from another employer either directly, as a spouse, a domestic partner, or as a dependent.
- c. An eligible part-time faculty may elect to choose medical insurance for self, self plus one, or self plus family (\geq 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.
- d. The District will offer the same medical plans currently available to full-time faculty to qualifying part-time faculty. Coverage under these medical plans shall be subject to the availability of such plans to the District.
- e. The District will offer to eligible part-time faculty the same contribution amount for medical as offered to full-time faculty. The contribution amount shall be based on the level at which the eligible part-time faculty member enrolls in a medical plan (i.e., employee only, employee plus one dependent, employee plus family).
- f. Any eligible part-time faculty who enrolls in medical 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. NOOP payroll deductions for the 6-month enrollment period will be spread over the number of pays per semester for the employee to cover the entire 6-month coverage period. If the monthly payment is not enough to cover the employees NOOP amount, the employee shall be responsible for self-paying the NOOP directly to the districts Business Office Department. Failure to pay NOOP within 30 days will result in the termination of medical coverage effective the first of the month following the last month NOOP was paid.
- g. Beginning in January 2024, the District Human Resources Department will review part-time faculty load assignments on a semester-by-semester basis to determine which part-time faculty are eligible for healthcare benefits for the upcoming semester. This determination will be made on actual scheduled assignments. If a part-time faculty member is determined eligible, they will be notified in early January 2024. If they choose to enroll in medical insurance coverage, they must enroll no later than January 15, 2024, for coverage for the

period of February 1, 2024 through July 31, 2024. In future semesters, the review of part-time faculty load assignment will be conducted the month prior to the start of the semester (i.e., in December for Spring enrollment and in July for Fall enrollment. If an eligible part-time faculty member declines coverage when offered, they must wait until the following semester for a determination of whether they are still eligible, and if so, they will once again be offered coverage.

- h. Coverage will be offered in the following manner:
 - i. For Spring semester eligibility, coverage will be in effect from February 1st through July 31st. Deadline to enroll in spring coverage will be January 15th.
 - ii. For Fall semester eligibility, coverage will be in effect from August 1st through January 31st. Deadline to enroll in fall coverage will be July 15th.
- i. Late hires will be eligible to enroll at the time of hire and their coverage will be in place for the remainder of the coverage period as detailed in section II h.
- j. If an employee was eligible for coverage and subsequently lost eligibility based on semester load, they will be discontinued from coverage at the end of the month in which their load eligibility ended. Per COBRA continuation coverage laws and 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. Alternatively, if they qualify as multi-district part-time faculty members, they may shift from district provided coverage to reimbursement coverage under section III.
- k. The District shall be responsible for seeking reimbursement from the California Community Colleges Chancellor's Office (Chancellor's Office) for part-time faculty healthcare costs in a timely manner.
- l. 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.
- 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. The reimbursement will be for coverage as follows;
 - i. Spring semester reimbursement will include charges incurred from February 1st to July 31st.
 - ii. Fall semester reimbursement will include charges incurred from August 1st to January 31st.
- 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 during the next regularly scheduled payroll cycle.

IV. General Provisions

- a. **Term.** The parties agree that this MOU shall expire on June 30, 2026, 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 meet as soon as notification of the final apportionment is received (anticipated in February of each year) to re-open negotiations of the matters covered in this MOU, and the terms of this MOU may terminate with at least 6 weeks of notification to covered part-time faculty following an initial meeting with GCFA.
- 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 2025/2026 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 GCFA.


Lucila Alvarez (Jan 28, 2024 19:41 PST)

For Gavilan Joint Community College District

Jan 28, 2024

Date


Jessica Grewood (Jan 28, 2024 20:38 PST)

For Gavilan College Faculty Association

Jan 28, 2024

Date