

**MEMORANDUM OF UNDERSTANDING BETWEEN THE YUBA COMMUNITY COLLEGE
DISTRICT TO THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**

May 15, 2024

This Memorandum of Understanding (MOU) between the Yuba Community College District (District) and the Yuba College American Federation of Teachers (YC-AFT) is established in accordance with the Educational Employment Relations Act and the Collective Bargaining Agreement between the parties.

Following the enactment of Assembly Bill 190, this MOU aims to address the implementation of a part-time faculty health insurance pilot program for the contract term of July 1, 2024, through and including, June 30, 2027. The parties intend to comply with the provisions of AB-190 (Education Code §§ 87860 – 87868), which allows the District to expand health insurance reimbursement for part-time faculty and offer reimbursement for medical premiums to Part-Time Faculty.

In August 2023, the District and YC-AFT received information from their benefit provider (TCSIG, or Tri-County School Insurance Group) indicating that covering part-time faculty was not viable for a variety of reasons including the inclusion of part-time faculty into the risk pool. Consequently, the District and YC-AFT have met and negotiated the following conditions to extend reimbursement benefits to eligible unit members within the part-time faculty bargaining unit:

1. ELIGIBILITY

To participate in this Part-Time Faculty Medical Benefits Program, eligible participants are subject to the following conditions:

- A. Part-time faculty members must meet state criteria (e.g., not covered by spouse or another public entity), as determined under the Education Code and other applicable state laws, including:
 - i. Part-Time Faculty are defined as faculty with an assignment at the District that is equal to or greater than forty (40%) percent of a full-time faculty assignment.
 - ii. Multidistrict Part-time Faculty: Defined as faculty with assignments at two (2) or more community college districts that when added together is equal to or greater than forty (40%) percent of a full-time faculty assignment. To be eligible for health insurance reimbursement for a portion of their paid medical insurance premium, a Multidistrict Part-Time Faculty employee must meet all of the following criteria during each academic year:
 - a) Served in more than one California community college district;

- b) Not have held an assignment in any other California community college district with a health care program for part-time faculty in which their assignment equaled or exceeded 40% of the full-time equivalent tenured faculty assignment;
- c) Not have received coverage from any other employer sponsored plan, or as a covered dependent of anyone receiving coverage from an employer sponsored plan;
- d) Have purchased a healthcare plan covering themselves and optionally any eligible dependents.

The determination of eligibility for multidistrict part-time faculty shall be based on reasonable documentation establishing the aforementioned criteria during the primary (Fall and Spring) terms, in order to verify that the cumulative assignment meets the 40% criteria, as well as enrollment and premiums associated with the health insurance plan.

- B. Coverage will begin on the first day of the month following the beginning of the semester (fall or spring).
- C. To be eligible to participate in the pilot program, part-time faculty must have an assignment at the District that is equal to or greater than forty (40%) percent of a full-time faculty assignment, as determined in relation to the FAYCCD collective bargaining agreement, the Education Code, CCCCO 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 determined based on the total unit assignment completed by an instructional part-time faculty member inclusive of office hours performed as part of that load.
 - ii. Non-Instructional Part Time Faculty: The equivalent workload for non-instructional faculty shall be measured based on a completed assignment of not less than two-hundred eighty-eight hours per primary (fall/spring) term, or the equivalent to 40%:
$$0.40 \times 40 \text{ hours per week} = 16 \text{ hours}$$
$$16 \text{ hours} \times 18 \text{ weeks per semester} = 288 \text{ hours per semester}$$
 - 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%.

iv. Except as otherwise provided herein, load calculations shall exclude office hours and/or ancillary activities. Paid absences approved by the District count toward total hours required for the instructional and non-instructional computation.

D. Faculty that are covered by retiree medical or receive Medicare benefits are not eligible for this benefit.

2. REIMBURSEMENT FOR HEALTH INSURANCE PREMIUMS

Employees will be responsible for obtaining their own medical benefit coverage. Eligible part-time faculty members who obtain their own coverage will be required to provide receipts or other proof of payment for the insurance. Participating Faculty (as described herein) may claim reimbursement for the payment of health insurance premiums that are not otherwise funded by the state, as follows:

- A. The District's reimbursement shall not exceed that which it would have paid if the unit member had been a full-time faculty member enrolling in the District's most commonly subscribed individual or family medical plan ("Benchmark" or TCSIG Premier plan), which is an ACA "Platinum" Plan, and minimally containing all the benefits of the TCSIG Premier plan, including an annual routine physical examination benefit for the unit member and spouse.
- B. Any eligible part-time faculty member that elects coverage in a plan that exceeds the maximum District contribution shall solely bear the cost of any excess.
- C. Part-time Faculty will be reimbursed upon submission of documentation of individually purchased medical benefit coverage of the same or similar nature of the plans available to the District's full-time faculty. The phrase, "same or similar nature" for purposes of this paragraph is defined as those plans which the CCCCO determines are reimbursable to the District, i.e., those plans which offer the same cost share, quality, and benefits as those offered to full-time faculty.
- D. Unit members meeting the definition of "multidistrict part-time faculty" may submit documentation of individually purchased medical benefit coverage for partial reimbursement. The District will make available a reimbursement form for this purpose. The District's share shall be determined by dividing the total health insurance premium paid by the unit member by the total number of community college districts in which the unit member currently holds an active assignment, but shall not exceed a proportionate share of the District's most commonly subscribed family plan.
- E. Upon confirmation of the receipts submitted by the part-time faculty or multidistrict part-time faculty member, and receipt of any other required documentation, the District shall issue a reimbursement (or equal to its share of the premium payment) for up to six (6) months in any given college year, either July-to-December or January-

to-June, in which the following requirements are met: (1) the unit member completed an assignment of at least 40% of a full-time faculty assignment and (2) this Pilot Program was in effect for the entirety of the term.

- F. 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, or if supporting documentation is insufficient.

3. FISCAL STABILITY

The District's agreement to offer this part-time medical benefit reimbursement program is contingent upon state funding and the ability of the District to receive up to 100% reimbursement from the Chancellor's Office for expenditures directly attributable to the program.

- A. If the final state budget does not continue to fund part-time faculty medical benefits, does not fund part-time faculty medical benefits at a sustainable level, or if the Chancellor's Office does not reimburse the District for 100% of the benefit contribution costs attributable to part-time faculty, the District may immediately terminate the program.
- B. If the District terminates this pilot part-time faculty reimbursement program, the District shall notify YC-AFT at least thirty (30) days prior to the anticipated end date so as to permit the parties an opportunity to negotiate any foreseeable impacts and effects.

4. MAINTENANCE OF PROGRAM

The District and YC-AFT agree to meet and discuss the continued viability of the program as certain benchmarks (e.g. initial partial CCCCO reimbursement each June; recalculation of apportionment each February) become available relating to apportionment, reimbursement, and/or the state budget. The parties may, but shall not be required to, execute an amendment or modification of this MOU as a result of newly acquired information.

The Parties further agree to meet and discuss, as necessary, to resolve any ambiguities in interpretation created by subsequent instructions, regulations, or guidance from the Chancellor's Office, concerning topics such as recognition that assignment percentages can change between and within semesters, the need to clarify verification for multi-district part-time faculty reimbursements, the details of the proportionate share reimbursement calculation, etc.

5. DURATION

This MOU shall continue from July 1, 2024, through June 30, 2027, unless otherwise terminated for the reasons identified in this MOU. The District may rely upon the documentation and authorizations submitted pursuant to this MOU in seeking reimbursement.

6. NON-PRECEDENTIAL

This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

7. ENTIRE AGREEMENT


This MOU constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements, and understandings between the parties, whether expressed or implied.

YUBA COMMUNITY COLLEGE DISTRICT



May 16, 2024

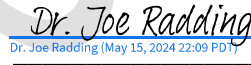
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CHIEF NEGOTIATOR
ASSOCIATE VICE CHANCELLOR



May 16, 2024

KULDEEP KAUR
VICE CHANCELLOR

YUBA COLLEGE-AFT



May 15, 2024

DR. JOE RADDING
CHIEF NEGOTIATOR
YC-AFT












Tentative Agreement and Healthcare MOU

Final Audit Report

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