

Memorandum of Understanding
Between
Riverside Community College District
And
Riverside Community College District Faculty Association
CCA/CTA/NEA

Part-Time Community College Faculty Health Insurance Program

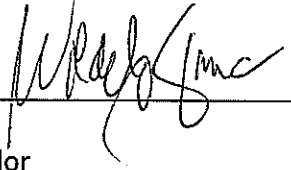
This Memorandum of Understanding ("MOU") is entered by and between the Riverside Community College District ("District") and the Riverside Community College District Faculty Association ("Association").

It is the intent of the parties to comply with the provisions of AB 190 (chaptered as California Education Code Sections 87860 – 87868) that will allow the District to receive 100% reimbursement for its part-time faculty healthcare program provided certain criteria are fulfilled. Coverage shall be subject to the availability and terms of the plan to the District as well as the enrollment terms and conditions. Both instructional and non-instructional part-time faculty shall be eligible to receive the same District-sponsored medical coverage and premiums provided to full-time faculty, when meeting the eligibility criteria as set forth under Education Code Section 87860 – 87868 and the other conditions below:


- 1) Has a teaching assignment as a part-time faculty member with the District equal to or greater than forty percent (40%) of a full-time teaching assignment in fall or spring semester; or has a current teaching assignment and has an average of equal to or greater than forty percent (40%) of a full-time teaching assignment with the District over the previous year.
 - a) Evidence of a teaching assignment must be provided during open enrollment or 30-days from a qualifying event. If the part-time faculty member does not or is not able to provide proof of a teaching assignment, the District may elect to defer offering insurance until the next open enrollment.
 - b) To be eligible, the part-time faculty member must not be receiving medical insurance coverage from another employer either directly, as a spouse, as a domestic partner, or as a dependent in accordance with Education Code Section 87864, and they are not eligible if the part-time faculty member is eligible to receive Medicare benefits.
 - c) To be included in plan coverage, dependents of participating part-time faculty members shall not be receiving benefits from another source simultaneously. Employees will be required to sign a document each year during Open Enrollment or within 30-days from a qualifying event with Human Resources and Employee Relations verifying they are not receiving benefits from another source.

- 2) Multi-District Part-Time Faculty:
 - a) A Multi-District Part-Time Faculty has a teaching assignment as a part-time faculty member with the District and one or more other California community college districts in which their total teaching assignment is equal to or greater than forty percent (40%) of a full-time teaching assignment.
 - b) Qualifying Multi-District Part-Time Faculty must submit a completed signed reimbursement form and provide timely documentation as requested by the District demonstrating they meet the eligibility requirements. If the part-time faculty member does not or is not able to provide the required documentation during open enrollment or 30-days from a qualifying event, the District may elect to defer offering insurance until the next open enrollment.
 - c) Upon receipt of evidence of the Multi-District Part-Time Faculty Member's medical premium payment(s), the District shall issue a reimbursement 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 multidistrict part-time faculty member by the total number of California 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 purchased the District's most commonly subscribed plan for the selected number of dependents. The part-time faculty member is responsible for obtaining reimbursement(s) from the other districts where they are employed.
- 3) If a part-time faculty member is ineligible for one of the insurance carriers because of the actions of the participant, the District is not obligated to provide alternative insurance carrier outside of the District's insurance offerings.
- 4) The District shall not be held liable for changes in scheduling that alter the insurance status of a part-time faculty member.
- 5) Part-time faculty members who have enrolled in the District medical plan and become ineligible will not receive District contributions towards medical benefits. Part-time faculty who become ineligible will receive appropriate Consolidated Omnibus Budget Reconciliation Act (COBRA) notices and may be eligible to enroll in COBRA at their own expense according to the laws and regulations governing COBRA.
- 6) The District reserves the right to require verification of any or all of the conditions described in this MOU.

- 7) This MOU is contingent upon state funding. If the state's reimbursement to RCCD is less than 100% in the preceding fiscal year, this MOU will be extinguished at the end of the current calendar year, and the District's part-time health insurance offerings shall revert back to those described in Article VIII(B)(1) of the 2021-2024 contract.
- 8) This agreement shall be null and void if and when the state adopts and implements a comprehensive health insurance plan that is accessible to part-time faculty in RCCD.
- 9) The District and the Association agree that this MOU will remain in effect through December 2025 and shall expire unless extended by mutual agreement of the parties. In this case, the District's part-time health insurance offerings shall revert back to those described in Article VIII(B)(1) of the 2021-2024 contract.
- 10) This MOU is unique to its own circumstances and shall not constitute a precedent for any other agreement in the future, and furthermore, no party hereto shall cite to this MOU or its terms as a past practice for any purpose in the future, except to enforce the terms and conditions of this MOU.



RCCD
Chancellor
Dr. Wolde-Ab Isaac

 3-21-24

RCCD Faculty Association:
President
Dr. Rhonda Taube