

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ADJUNCT FACULTY UNITED AFT LOCAL 6106
AND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

March 20, 2024

This Memorandum of Understanding ("MOU") is between the North Orange County Community College District ("District") and the Adjunct Faculty United AFT LOCAL 6106 ("Adjunct Faculty"), collectively ("the Parties").

WHEREAS, AdFac United and the District are committed to improving the health care benefits available to part-time faculty working in the North Orange County Community College District. In June 2022, the California State Legislature and Governor Gavin Newsom ratified the 2022-2023 State Budget, which increased the state fund to reimburse districts providing healthcare options to part-time faculty from \$490,000 per year to \$200.49 million per year.

WHEREAS, congruent with the recently signed AB 190 (chaptered as Education Code Sections 87860 – 87868), which allows districts to receive up to 100 percent reimbursement for their part-time faculty healthcare program provided they fulfill certain criteria, AdFac United and the District have negotiated access for individuals with a part-time faculty assignment in the North Orange County Community College District 40 percent (.4 FTE credit) or greater to the same health care coverage options at the same cost as the District full-time faculty.

WHEREAS, AdFac United and District acknowledge that as information related to the 2022 expansion of the Part-Time Community College Faculty Health Insurance Program continues to be issued by the State Chancellor's office, it may be necessary to revisit this MOU.

WHEREAS, the Parties desire to enter into a one year MOU concerning Health Insurance for Adjunct Faculty.

NOW, THEREFORE, the Parties agree as follows:

1. This MOU shall continue through July 31, 2025.
2. ELIGIBILITY FOR DISTRICT CONTRIBUTIONS TOWARDS MEDICAL BENEFITS: Unit Members enrolled in CalSTRS whose NOCCCD assignment equals or exceeds 40 percent of the cumulative equivalent of a minimum full-time teaching assignment per semester (as defined by Ed. Code Section 87861) are eligible to receive full medical insurance benefits equal to what is provided to full-time faculty by the District, as defined in Article 21.1 and 21.4 of the Collective Bargaining Agreement Between North Orange County Community College District and United Faculty CCA-CTA-NEA. Unit Members are not eligible to participate in the District's fringe benefits allowance, and life insurance programs. In no event shall Unit Members pay more than the actual individual premium paid by full-time faculty in the District.
3. Unit Members meeting the 40 percent NOCCCD assignment eligibility per semester shall be eligible to enroll and receive the same medical District premium contribution as full-time

faculty. This District contribution has no cash value and can only be used to enroll in benefits as offered by NOCCCD.

- a. In the event that Unit Members select a plan which exceeds the amount of the District contribution, the additional cost of the premium is the responsibility of the Unit Members and must be paid by automatic payroll deduction monthly from their payroll check to pay for the additional cost of the medical benefit premiums. If Unit Members pay is insufficient to cover this additional cost, Unit Members shall submit payment within 15 days of receiving notice of such cost. The payment shall be submitted to the Benefits Office in Human Resources for processing.
 - b. Unit Members meeting the 40 percent NOCCCD assignment eligibility for the Spring 2025 semester, will maintain eligibility through July 31, 2025.
4. Unit Members who do not meet the 40 percent NOCCCD semester assignment eligibility and work less than 40 percent in any semester will be eligible to receive district contribution up to \$157.00 monthly. This District contribution has no cash value and can only be used to enroll in benefits as offered by NOCCCD.
- a. In the event that Unit Members select a plan which exceeds the amount of the District contribution, the additional cost of premium is the responsibility of the Unit Members and must be paid by automatic payroll deduction monthly from their payroll check to pay for the additional cost of the medical benefit premiums. If Unit Members pay is insufficient to cover this additional cost, Unit Members shall submit payment within 15 days to the Benefits Office in Human Resources for processing.
5. Unit Members 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 NOCCCD program.
6. Unit Members who have enrolled in the District medical plan who become ineligible, will not receive District contributions towards medical benefits. Unit Members who become ineligible will receive appropriate Consolidated Omnibus Budget Reconciliation Act (COBRA) notices. Unit Members will then be eligible to enroll in COBRA at their own expense according to the laws and regulations governing COBRA.
7. REIMBURSEMENT UNDER THE MULTIDISTRICT PART-TIME FACULTY PROGRAM (chaptered, Education Code Sections 87861(b), 87863(b), and 87865): To be eligible for health insurance premium reimbursement under this program, Unit Members must meet all of the following criteria:
- a. Assignments at two or more community college districts that equal or exceed 40 percent of the cumulative Equivalent of a minimum full-time teaching assignment each semester;
 - b. Unit Members 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 NOCCCD program;

- c. Load of 40 percent at NOCCCD and whose assignment at another community college district is 40 percent or more that offers part-time faculty benefits are not eligible to participate in the NOCCCD program;
 - d. Unit Members must have individually purchased a healthcare plan.
8. **CERTIFICATION:** qualifying Unit Members must submit a completed and signed application reimbursement form and provide documentation as requested by the District demonstrating they meet the eligibility requirements by no later than the last day of the semester for which reimbursement is to be claimed.
 9. **REIMBURSEMENT:** Upon certification of the required documentation and payment by Unit Members, the District shall issue a reimbursement equal to its share of this premium payment for up to six (6) months. 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. The District's share shall not exceed that which it would have paid if the unit member had been a full-time faculty member purchasing the District's most commonly subscribed family medical plan.
 10. **VESTING:** Consistent with California Government Code 22895, Unit Members employed prior to July 1, 2023, or hired by the District to begin work on or after July 1, 2023, shall be entitled to District-paid post-retirement medical benefits at the same contribution rate of \$157.00 per month if the Unit Member: has been employed by the District and retires with a minimum of fifty (50) years of District credited service or Unit Members who qualify for disability retirement under the State Teachers Retirement System or the Public Employees Retirement System. California Government Codes 22897 and 22893 are not applicable.
 11. If at any time CalPERS medical does not permit Unit Members to participate in the program, the District's obligation to the Unit Members will be extinguished and the terms of this agreement will be null and void.
 12. This MOU is contingent upon state funding and if the state does not reimburse the District for 100% of the healthcare costs for Unit Members, this MOU will be extinguished and the terms of this Agreement will be null and void.
 13. Both parties agree that the language contained in Article 12, Benefits, will remain unchanged during this MOU.
 14. This MOU is not subject to the Grievance Procedure.
 15. Problem Solving Meetings. During the term of this MOU, the Parties agree to meet monthly, as requested by either Party, to hold problem-solving discussions concerning this MOU. The Parties may, but will not be required to, modify this MOU as a result of these discussions. Any modifications of this MOU or the provisions of this MOU shall be in writing and signed by the Adjunct Faculty United President and the Vice Chancellor of Human Resources.
 16. This MOU shall remain in full force through July 31, 2025 and shall expressly expire unless extended by mutual written agreement of the Parties.

17. 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.

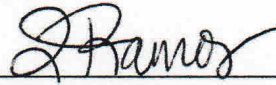
Date: March 20, 2024

Adjunct Faculty United



Marlo Smith
President

**North Orange County Community College
District**



Irma Ramos
Vice Chancellor, Human Resources