

Memorandum of Understanding
between
El Camino Community College District
and
El Camino College Federation of Teachers

This Memorandum of Understanding (MOU) is entered into between the El Camino Community College District ("District") and the El Camino College Federation of Teachers, Local 1388, AFT, AFL-CIO ("Federation") to revise the current part-time faculty medical insurance pilot program. It is the intent of the parties to meet the Chancellor's Office eligibility requirements for 50% reimbursement of medical premium amounts disbursed by the District to part-time faculty.

The parties agree as follows:

1. **Choice of Program:** This agreement supplements, but does not replace, the existing part-time health benefits stipend outlined in Article 17, Section 12.(b). The District and Federation agree that individual part-time faculty may elect to participate in the Part-Time Faculty Medical Insurance Pilot Program (herein noted "Pilot Program") described in this MOU; or part-time faculty may elect to continue receiving the Part-Time Faculty health benefit stipend (\$75 per semester) as detailed in Article 17, Section 12.(b). In no circumstances may part-time faculty participate simultaneously in both programs.
2. **Eligibility for the Part-Time Faculty Medical Insurance Pilot Program:** To participate in the Pilot Program, part-time faculty participants must qualify as follows:
 - a. A load across multiple districts or at El Camino College equating to 40% or higher. Part-time faculty working for multiple districts will be required to complete a form attesting to their cumulative 40% load, including relevant documentation from the other districts.
 - b. Instructional and non-instructional part-time faculty load shall be measured after the latest census date of the part-time faculty's scheduled assignment.
 - c. Retired faculty with CalPERS medical benefits that have returned to part-time employment are not eligible for the pilot program.
 - d. Approved absences shall count towards the minimum 40% assignment requirement. However, a minimum of 50% of the assignment must be in a paid status.
3. **Funding and Redistribution:** The District shall budget \$300,000 per semester (\$600,000 per academic year) for the Pilot Program. Beginning Fall 2024, unspent funds at the end of each academic year shall be equally distributed among part-time faculty who had an assignment in the applicable year during the term of this Agreement and did not receive a reimbursement from the Pilot Program. Such funds are considered taxable income.
4. **Reimbursement:** Eligible part-time faculty (as described herein) may claim reimbursement for the payment of medical insurance premiums (at the single, two-party, family level), as follows:
 - a. Eligible part-time faculty participating in the Pilot Program shall be entitled to request reimbursement of up to \$7,500 per semester (Fall/Spring) during this Pilot Program.
 - b. Reimbursement requests must document eligible medical insurance premiums paid for the period being sought for reimbursement. Reimbursement requests for the period of:

Medical Premiums Incurred	Reimbursement Requested by PTF
07/01/2024 – 12/31/2024	03/01/2025
01/01/2025 – 06/30/2025	08/01/2025
* 07/01/2025 – 12/31/2025	03/01/2026

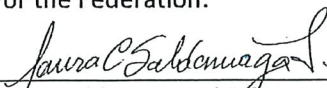
* Continuation of the Pilot Program and employee reimbursement in 2025-2026 is subject to 100% reimbursement of the eligible claimed amount from the state for 2024-2025.

- c. No reimbursement shall be granted for non-premium medical costs (including but not limited to deductibles, co-pays, prescriptions, dental or vision costs, etc.) incurred by an eligible member.
- d. Reimbursements will be processed in the order in which they are received and verified, and are subject to the continued availability of the District-budgeted fund. Reimbursements shall be paid as follows:

Medical Premiums Incurred	Reimbursement Issued by District
07/01/2024 – 12/31/2024	05/30/2025
01/01/2025 – 06/30/2025	10/30/2025
* 07/01/2025 – 12/31/2025	05/30/2026

- e. Reimbursement of health insurance premiums will be paid by Accounts Payable by way of a disbursement check and is non-taxable. Reimbursement is not subject to CalSTRS creditable earnings.
 - 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.
5. **Long-term Viability of the Pilot Program:** This Pilot Program is contingent upon state funding. Both parties agree that if the state does not reimburse the District 100% for the eligible claimed amount (total cost of the medical premiums) paid by the District for those part-time faculty participants in the Pilot Program, then the Pilot Program shall immediately sunset with only the continuation of the Part-Time Health Reimbursement Program specified in Article 17, Section 12.(b).
6. Except as otherwise provided above, this MOU shall continue in full effect until September 20, 2027, or until the Parties implement a new agreement on part-time health benefits, whichever comes first. It is the intent of both parties to continue good-faith negotiations on how best to provide affordable, high-quality health care coverage to as many part-time faculty as possible, including the 100% Chancellor’s Office reimbursement program as a primary option, during full contract negotiations. This Agreement is non-precedential and cannot be used as evidence of past practice or meaning or application of the collective bargaining agreement.

For the Federation:



 Laura Saldarriaga, Chief Negotiator
 El Camino College Federation of Teachers

For the District:



 Jane Miyashiro, Chief Negotiator
 El Camino Community College District

10/15/2024

Date

10/17/2024

Date