

PART-TIME FACULTY

8.3 Part-Time Faculty and Multi-District Part-Time Faculty Health Insurance Program

The District and SCEA agree to enter into the following part-time health and welfare program ~~for three academic years beginning Fall 2023. In Fall 2025~~ Both parties agree to meet to discuss the financial implications of the program at least once every three years. If the District can show that the unreimbursed program costs exceeded ~~more than \$500,000~~ \$600,000 per year for at least three consecutive years, the program would be suspended discontinued sunset ~~Fall 2026~~ and the 2022-23 former language would prevail (see Appendix ?), unless otherwise negotiated.

During this period, the District and SCEA agree to further explore areas 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.

The District and SCEA further acknowledge that the District has not yet been provided with a sufficient mechanism from the state or through its own design to accurately assess which part-time faculty are eligible for the program and to what degree they can receive coverage from the District.

- 8.3.1 The District will guarantee, for part-time Unit members eligible to participate ~~ing~~ in the Part-Time Faculty and Multi-District Part-Time Faculty Health Insurance Program, an ongoing health & welfare contribution in an amount such that the premium for employee-only for Kaiser Permanente or UHC Harmony is fully covered by the District, and that the premiums for employee +1 and family plans for Kaiser Permanente are at least 90% covered by the District effective ~~February 1, 2022~~ Fall 2023. Those bargaining Unit members who choose other health plan offerings will pay the difference between the above-mentioned amount for Kaiser Permanente and the actual cost, except that employee-only bargaining Unit members who select United Health Care Network One (UHC-N1) will receive an amount equal to the UHC-N1 employee-only premium, less \$50 per month. All other employee-only coverages will receive the same district contribution as that for UHC-N1.

Dependents are defined as: spouse, registered domestic partner and legal dependents.

“Premium” as noted above is only for the cost of medical insurance.

- 8.3.2 Definitions of Part-Time Unit Members and Multidistrict Part-Time Unit Members

8.4.3.1 The amended statute defines an adjunct faculty as either a part-time faculty or a multidistrict part-time faculty; however, they cannot simultaneously be both. The definitions are as follows:

Part-Time Unit Members Faculty: Defined as having an assignment at a single district that is greater than or equal to 40% of the minimum full-time assignment at that district.

Multidistrict Part-Time Unit Members Faculty: Defined as an adjunct faculty with total assignments at two or more college districts equal to or greater than 40% of a full-time assignment

Important Considerations: A part-time faculty member, multi-district 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. If an adjunct faculty has a teaching load of 40% or more at a single district that offers part-time faculty benefits, they are not eligible for an additional health insurance premium reimbursement by another district under the new multi-district part-time faculty reimbursement component of the program.

8.4 ~~8.3~~ Eligibility

Eligible part-time Unit members shall be offered the same medical insurance benefits and premiums provided to full-time unit members so long as the part-time unit member meets the following criteria, as defined under the CA Ed Code Section 87861 et seq.. In the event the College District receives clarification regarding eligibility, the Parties agree to reopen this article to ensure the agreement reflects the current legal requirements for part-time faculty at the District to participate in the program. The College District and SCEA presently understand eligibility to be the following:

- Unit member has a teaching assignment at the College District that is greater or equal to 40% of a full-time assignment; OR
- Unit member has a teaching assignment at the College District and one or more California Community College Districts, which, in total, is equal to or greater than 40% of a full-time assignment;
 - Unit members may meet the 40% assignment requirement for the Spring semester if their annual load is at least 80%, by combining their Fall and Spring assignments from the current academic year.
- Unit members must enroll within the timelines prescribed by the District on the District-provided form;
- AND the unit member and their qualified dependents, must not be receiving health insurance coverage from another source, either directly or as a spouse, domestic partner, or dependent, in accordance with CA Education Code 87864;
- AND the unit member does not have full-time employment elsewhere nor have retired from another position.

8.4.1 If the part-time Unit member's application for District health insurance is not approved by one of the District carriers, the District is not obligated to provide alternative coverage.

8.4.2 Part-time Unit members shall be informed of their load for the following semester in a timely fashion in accordance with the District's current practice. The District shall not be held liable for changes in scheduling that alter the insurance status for a part-time unit member.

If a part time Unit member is informed that they will not be assigned ~~offered for~~ enough load to maintain a forty percent (40%) (or total load as stipulated in Article 8.4) load or assignment in all Districts, they may elect to:

- Drop the plan at the end of the current semester without penalty OR
- Continue in the plan with the District paying 67% of the cost of their premium and the unit member accepting responsibility for the remainder of the cost for the semester in which they do not meet eligibility. one hundred percent (100%) of the District's unreimbursed remaining cost of the plan through COBRA.

8.4.3 If the Unit Member drops the medical insurance coverage or is dropped by the ~~medical~~ plan, the District shall have no responsibility for payments of premiums.

8.4.4 The District reserves the right to require verification of any or all of the conditions described above.

8.4.5 Multi- District Part-Time Faculty Considerations

Multi-district Part-Time Unit members shall be given the option to either enroll in a District health care policy or choose to have the District reimburse eligible multi-district part-time Unit members who individually purchase health insurance benefits, up to a proportionate share of the District's most commonly subscribed employee-only or family coverage plan. Requests for reimbursements under this provision must be received by the District prior to the end of the Spring semester in each academic year.

8.4.5.1 The District shall request reasonable documentation from a multi-district part-time Unit member once per term to verify: 1) the cumulative teaching assignment is greater to or equal to 40%, and 2) enrollment in a health insurance plan and the amount of the premium.