

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 implement a part-time faculty medical insurance pilot program for Fall 2023, Spring 2024, and Fall 2025. 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.

Reopener negotiations for this MOU shall take place with sunshining of an initial reopener proposal in January 2024. This is proposed so that the parties will have the benefit of training on interest-based bargaining during Spring 2024 prior to negotiating and reevaluating this pilot program.

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. An assignment at the District that is equal to or greater than 40% of a full-time faculty assignment.
 - 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 75% of the assignment must be in a paid status.
3. **Funding and Reimbursement:** The District shall budget a cap of \$300,000 per semester (\$600,000 per academic year) for the Pilot Program. Unspent funds at the end of an academic year shall not rollover into the following academic year. 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 \$3,300 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
07/01/2023 – 12/31/2023	03/01/2024
01/01/2024 – 06/30/2024	08/01/2024
* 07/01/2024 – 12/31/2024	03/01/2025
* 01/01/2025 – 06/30/2025	08/01/2025

* Continuation of the Pilot Program and employee reimbursement in 2024-2025 is subject to 100% reimbursement from the state for 2023-2024.

- 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:

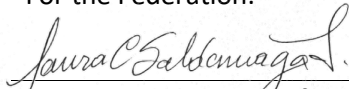
Medical Premiums Incurred	Reimbursement Issued by District
07/01/2023 – 12/31/2023	05/30/2024
01/01/2024 – 06/30/2024	10/30/2024
* 07/01/2024 – 12/31/2024	05/30/2025
* 01/01/2025 – 06/30/2025	10/30/2025

* Continuation of the Pilot Program and employee reimbursement in 2024-2025 is subject to 100% reimbursement from the state for 2023-2024.

- e. Reimbursement will be paid by payroll check and is taxable income. 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.
4. **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 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).

This MOU shall expire in full without precedent on June 30, 2025 and final payments will be issued in October 2025.


For the Federation:


 Laura Saldarriaga, Chief Negotiator
 El Camino College Federation of Teachers

9/27/2023

Date

For the District:


 Jane Miyashiro, Chief Negotiator
 El Camino Community College District

9/23/2023

Date