

Memorandum of Understanding
between the
MiraCosta Community College District
and the
MiraCosta College Academic Associate Faculty

This agreement is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta College Academic Associate Faculty (hereinafter referred to as "MCCAAF") (hereinafter collectively referred to as the "Parties"),

This Memorandum of Understanding will replace in its entirety the language of Article 13 in the 2021-2024 Collective Bargaining Agreement upon ratification by the Parties and will be effective January 1, 2024.

ARTICLE 13. HEALTH BENEFITS

Preamble: It is the intent of the Parties to comply with the provisions of the Part-Time Faculty Health Insurance Program (chaptered as Education Code Sections 87860–87868) which provides up to 100% reimbursement to the District for the cost of providing health insurance to eligible unit members and their dependents.

13.1 Per Education Code section 87861, "health insurance benefits" include medical benefits, but does not include vision or dental benefits.

13.2 Eligibility:

13.2.1 Unit members shall be eligible for health insurance benefits upon completion of two (2) semesters of at least forty (40) percent of a full-time load or more service within the preceding two (2) academic years, so long as they continue to have an active assignment with the District and authorize payroll deductions or make payments as required by Section 13.6 below. The calculation of load eligibility will be based on the actual load of those prior semesters.

13.2.2 Health Insurance benefit premiums for those described in 13.2.1 are not paid for by an employer other than a community college district per Education Code 87864. Unit members shall be ineligible for health insurance benefits with the District if they receive health insurance benefits as an employee, spouse, or dependent paid for by any other employer. Dependents of unit members shall not be eligible for coverage if they receive health insurance benefits from another source. Unit members will be required to certify to the District that neither they nor any eligible dependent is receiving health insurance benefits from another source simultaneously.

13.3 The District shall offer health insurance benefits to unit members through a vendor determined by the District. It is the intention of the parties that the health insurance benefits offered to unit members should be the same as a plan that is offered to full-time faculty of the District at the time of the effective date of the Agreement. Any plan changes will be negotiated prior to implementation. The District will pay 100% of the premiums of the selected plan for eligible unit members ("employee only"). Unit members shall contribute seventy-five dollars

(\$75) per month to add one additional dependent (“employee plus one”) or one-hundred and fifty dollars (\$150) per month for family coverage (“employee plus family”), deducted during standard payroll months.

Payment for employee plus one or family coverage will be deducted from the unit member’s pay warrants in equal amounts over each semester. For example, if there are five months of coverage in Fall semester, the total amount due for the five months will be spread evenly over the payroll in Fall semester. If there are seven months of coverage in the Spring semester, the total amount due for the seven months will be spread evenly over the payroll in the Spring semester.

13.4 Enrollment process for PTF

13.4.1 The District will notify unit members of their eligibility based their assignment load as of August 15 for the Fall and January 15 for the Spring semester.

13.4.2 The unit member will submit the enrollment documentation for their selected health insurance benefit plan to the District no later than August 31 for the Fall coverage period and January 31 for the Spring coverage period. Unit members who choose not to enroll in health insurance coverage with the District must wait until the next open enrollment period to enroll for benefits.

13.4.3 For initial eligibility for unit members described in 13.2.1, coverage will be effective as of September 1 for Fall and February 1 for Spring.

13.4.4 Qualifying Events: Unit members have thirty-one (31) days for enrollment changes after experiencing a qualifying life event, including but not limited to, marriage, declaration of domestic partnership, birth or adoption of a child, divorce, dependents over the age of 26, or loss of other health insurance benefits.

13.5 Continuity of Coverage: Unit members shall be ineligible for continued health insurance benefit coverage if they have an assignment with the District that drops below 40% of a full-time load in two (2) consecutive semesters.

13.6 Unit members whose earnings in any month are insufficient to cover any premium co-payment for dependents shall submit required premium payment(s) to the District no later than the tenth (10th) of the month following the month for which said premium was due. For example, if the unit member had a premium payment due in February and their pay warrant was insufficient to cover the premium amount, they would need to pay the premium amount owed to the District by March 10. Failure to adhere to the established deadline for payment by the unit member shall result in immediate termination of coverage. Unit members remain responsible for their portion of benefit premiums paid on their behalf through the coverage period.

13.7 Unit members are required to provide thirty (30) days’ notice prior to voluntary termination of benefits. Voluntary termination of medical insurance coverage will occur as of the first of the month following notification. COBRA will not be offered in the event of voluntary termination. In the event that the unit member terminates coverage and has already

paid for coverage that will not be used, the District will reimburse the unit member the amount overpaid during the next standard pay period of the District.

13.8 The District may make such modifications as it deems necessary for unit member health benefit coverage and eligibility to comply with the Affordable Care Act provided that no unit members eligibility or benefits shall be reduced below the levels provided in this Article.

13.9 Effective January 1, 2024, if the annual premium renewal rates for health insurance benefits represent an aggregate increase of more than 10%, or the District receives less than the 50% reimbursement rate from the State due to insufficient State funding, the District and the Association agree to immediately reopen negotiations on this Article.