

**Memorandum of Understanding Regarding Medical Insurance for Part-time Faculty****Memorandum of Understanding****Between Los Rios Community College District and Sierra Joint Community College District for a  
Joint District Medical Insurance Program for Adjunct Faculty****I. BACKGROUND:**

The Los Rios Community College District and the Sierra Joint Community College District desire to create a program that would permit an adjunct faculty member who is employed at both districts to participate in Los Rios medical insurance program. The development and implementation of joint medical insurance is due to expected State contributions toward medical premiums as provided by Assembly Bill 3099 which established Sections 87860 through 87869 of the California Education Code. This joint district medical insurance program follows the guidelines developed by the State Chancellor's Office for the Part-Time Faculty Medical Program pursuant to AB 3099. The continuation of this agreement is therefore predicated on the continued existence and adequate state funding for the program. Any significant changes due to State guidelines, state reimbursement levels, or other new requirements may result in the termination of this program.

**II. PARTICIPANT ELIGIBILITY:**

In order to participate in the Los Rios medical program for the Fall or Spring semester, an adjunct faculty member must meet the following eligibility requirements:

- a. The adjunct faculty member must not be covered by insurance provided by another employer of the adjunct faculty member or their spouse.
- b. The adjunct faculty member must have a minimum Los Rios workload of 0.30 FTE as of August 20 and/or February 10 (credit courses only).
- c. The adjunct faculty member must be commencing at least the third semester out of the last five semesters at Los Rios.
- d. The combined work load at both districts must equal or exceed 0.60 FTE as of August 20 and/or February 10 (credit courses only).

**III. BENEFITS OF THE PROGRAM:**

Participants may enroll IN THE Los Rios medical program for adjunct faculty. This program is a collectively bargained program between the Los Rios College Federation of Teachers and the Los Rios Community College District. As such, the program is subject to future changes that may extend from collective bargaining. A copy of the relevant sections of the current agreement is attached and incorporated by reference into this Memorandum of Understanding. Los Rios will advise Sierra of any changes to the program caused by rate adjustments, collective bargaining, or other causes. This Joint District Medical Insurance Program does not include access to the Los Rios dental insurance plan.

**1 IV. ADMINISTRATION:**

2 This agreement will be administered as follows:

- 3 a. Eligible adjunct faculty employed at Los Rios Community College District that desire to receive  
4 workload credit (FTE) for their employment at Sierra Joint Community College District must  
5 provide Los Rios with a form certifying their Sierra and Los Rios qualifying FTE (Form CCFS-361) no  
6 later than the due date specified in Section II. The adjunct faculty member must also submit all  
7 other forms, certifications, and other documentation as is typically required by Los Rios by the  
8 same due date.
- 9 b. Los Rios will provide medical benefits and related district contribution amount as established for  
10 the coverage period based on the documentation submitted.
- 11 c. Los Rios will summarize all Sierra FTE that has been submitted for Los Rios benefits and submit a  
12 copy of the FTE summary to Sierra by September 1 or March 1 for each semester's coverage.
- 13 d. Sierra will verify the accuracy of the Sierra FTE. If there are any discrepancies, Sierra will report  
14 the discrepancy to Los Rios by September 20 or March 20 for each semester's coverage.
- 15 e. If the certified FTE on Form CCFS-361 differs from the FTE confirmed by Sierra, the employee will  
16 be asked to resolve the difference. If the difference results in an FTE below the required .60 FTE,  
17 coverage will be terminated retroactively and/or the employee will be billed for any insurance  
18 premiums or medical services extended.

**19 V. FUNDING THE COST OF THE JOINT MEDICAL PROGRAM:**

20 The districts agree to share the employer cost as follows:

- 21 a. The total medical insurance premium cost of joint employees will be identified. The maximum  
22 district contribution towards medical premiums for a joint employee shall follow the provision  
23 outlined in LRCFT/LRCCD collective bargaining agreement.
- 24 b. Los Rios will advise Sierra of the estimated proportionate share of total costs and provide  
25 supporting calculations by October 10 and April 10 of each semester's coverage. Los Rios will  
26 advise Sierra of the final proportionate share of costs and provide supporting calculations after  
27 the final State contributions are known. This final State contribution is expected to be known  
28 between June 15 and November 1, near or after the conclusion of the fiscal year.
- 29 c. Such premium costs will be paid proportionately by each district. The Los Rios FTE to be included  
30 in the calculation will be the actual Los Rios FTE, which will be not less than 0.30 and not greater  
31 than 0.60. The Sierra FTE to be included in the calculation will be the lesser of (2) the actual  
32 Sierra FTE, or (b) the difference between 0.60 FTE and the Los Rios FTE.
- 33 d. Sierra will submit payment to Los Rios for the District's estimated proportionate share of costs  
34 within 30 days of receipt of invoice.
- 35 e. Upon receipt of State funds for the fiscal year for the Part-Time Faculty Medical Program, each  
36 district's cost will be reduced by the proportionate amount of State reimbursements provided.  
37 Initial reimbursement from the State is expected around June 15 of the fiscal year. Los Rios will  
38 remit Sierra's proportionate reimbursements within 30 days of receiving such State funds.  
39

APPENDIX B

1 f. The final proportionate share of costs may differ from the calculated costs due to changes in  
2 State contribution or other factors. If the final Sierra share of costs differs from amounts paid,  
3 Sierra shall either pay or receive a refund of the difference within 30 days of receiving from Los  
4 Rios any recalculated costs and reimbursements.

5 **VI: Termination or Modification of this Agreement:**

6 Either district may terminate this Memorandum of Understanding at any time by giving notice to the  
7 other district at least 90 days in advance of the next semester coverage period. This agreement may be  
8 terminated if there are material changes to the current provisions of the State’s Part-Time Faculty Medical  
9 Program including the elimination of or significant reduction to the current fifty percent (50%)  
10 reimbursement level from the State for medical premium costs, changes in insurance rates/coverage, plan  
11 changes due to the Districts’ collective bargaining agreements, or any other material change to the  
12 provisions of the Memorandum of Understanding. The districts may modify this Memorandum of  
13 Understanding at any time by mutual agreement.

14

Date: 5-29-98

Date: 5-20-98

**Brice W. Harris**

**Kevin M. Ramirez**

Brice W. Harris, Chancellor,  
Los Rios Community College District

Kevin M. Ramirez, President  
Sierra Joint Community College District

15

## APPENDIX B

(blank page for print formatting)

