

Los Rio Community College District and the Los Rios College Federation of Teachers
Memorandum of Understanding

Extension of the Prison Education Program MOU

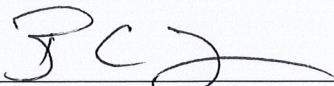
Background

In December 2021, the District and the Federation signed an MOU for the Prison Education Program. The MOU covered issues related to safety, academic freedom, compensation, preference, training, professional responsibilities and professional development. The COVID-19 pandemic and growth of the program have changed the nature of the work. The Union and District did not have time to conduct a full assessment of the effectiveness of this MOU. The current MOU is set to sunset on June 30, 2023. For this reason, the Union and District want to extend the pilot program.

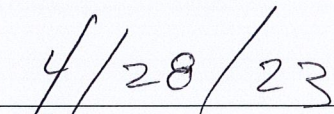
Agreement.

1. The District and Federation agree to extend the Prison Education Program MOU for one (1) year.
2. This MOU will sunset on June 30, 2024 unless both parties indicate in writing a desire to extend the terms of the current MOU.

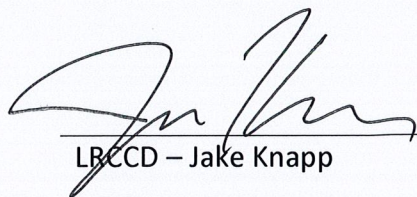
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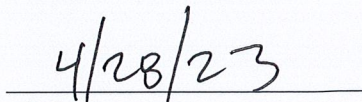
LRCFT – Belinda Lum



Date



LRCCD – Jake Knapp



Date

**Los Rios College Federation of Teachers (LRCFT)
and
Los Rios Community College District (LRCCD)**

**Part Time Health Benefit Memorandum of Understanding
December 13, 2022**

Intent Language

The Los Rios College Federation of Teachers (LRCFT) and the Los Rios Community College District (LRCCD) are committed to improving the health care benefits available to part time faculty working in Los Rios. In June 2022, the State Legislature and Governor Gavin Newsom ratified the 2022-2023 State Budget, which increased the state fund to reimburse districts providing healthcare options to part-time faculty from \$450,000 per year to \$200.49 million per year.

Congruent with the recently signed AB 190 (chaptered as Education Code Sections 87860 – 87868), which allows districts to receive up to 100% reimbursement (depending on statewide utilization of reimbursement funds) for their part-time faculty healthcare program provided they fulfill certain criteria, the LRCFT and LRCCD have negotiated access for individuals with a part-time faculty assignment in Los Rios of 40% (.4 FTE) or greater to the same health care coverage options at the same cost as Los Rios regular faculty.

The Federation and District acknowledge that as information related to the 2022 expansion of the Part-Time Community College Faculty Health Insurance Program continues to be issued by the State Chancellor's office, it may be necessary to revisit this MOU.

Agreements

1. Consistent with 3.1.3 of the LRCCD/LRCFT Collective Bargaining Agreement, adjunct faculty with a semester assignment of at least thirty percent (30%) of full-time (.30 FTE) or a minimum of four and one-half (4.5) formula hours are eligible to participate in the health/medical and dental plans offered by the District after successful completion of such assignment during two (2) of the last five (5) semesters.

2. **Amend article 3.3.2 to read:** For adjunct faculty with a semester assignment of ~~sixty~~ **forty percent (40%)** of full-time (~~.60~~ **.40 FTE**) or (~~9.0~~ **six (6.0)**) formula hours, the established District contribution levels as described in Appendix A for medical and

dental coverage shall be applied toward the premium cost of the selected plan(s).
Adjunct faculty are not eligible for Health Savings Account contributions.

3. **Amend Article 3.3.3 to read:** For adjunct faculty with a semester assignment of less than ~~sixty~~ forty percent (~~60~~ 40%) of full-time (~~.60~~ .40 FTE) or ~~nine six (9-6.0)~~ formula hours but at least thirty percent (30%) of full-time (.30 FTE) or four and one-half (4.5) formula hours, the District shall make a ~~pro-rata~~ 75% contribution of the established District contribution level for medical and/or dental insurance coverages selected by the employee.

4. **Multi-District Part-Time Faculty Healthcare Reimbursement**

a. Eligibility

- i. To be eligible for reimbursement of a portion of their paid medical insurance premium, a multi-district part-time faculty member must meet all of the following criteria:

1. Multidistrict part-time faculty member must have teaching assignments at two or more community college districts that equal or exceed 40% of the cumulative equivalent of a minimum full-time teaching assignment;
2. Multidistrict 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;
3. Multidistrict part-time faculty member with a teaching load of 40% or more at a single district that offers part-time faculty benefits are not eligible to participate in the program;
4. Multidistrict part-time faculty member must have individually purchased a healthcare plan.

ii. Certification

1. The Federation and District will develop mutually agreed upon documentation that the multi-district part time faculty member must complete as part of their participation in the reimbursement program.
2. A qualifying multi-district part-time faculty member must provide the required documentation by August 23rd for each fall semester and February 10th for each spring

semester demonstrating they meet the eligibility requirements as stated in Section 4.a.i of this MOU.

iii. Reimbursement

1. Upon certification of the required documentation and the multi-district part-time faculty member's medical premium payment, the District shall issue a reimbursement equal to its share of this premium payment for up to six months. The District's share shall be determined by dividing the total health insurance premium paid by the multidistrict part-time faculty member by the total number of community college districts in which the multidistrict part-time faculty member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the multi-district part-time faculty member had been a full-time faculty member purchasing the District's most commonly subscribed family medical plan.
 - a. Once documentation is certified, participating faculty will be reimbursed at most on a monthly basis.
5. The District will consult with Federation on changes to processes or forms used in Section 4 of this MOU.
6. As additional guidance from the California State Chancellor's Office becomes available, the Federation and District agree to revisit, and if necessary, revise this MOU.
7. The LRCFT and LRCCD agree to incorporate language of this benefit into the 2023-2026 Collective Bargaining Agreement.
8. If the District receives less than 100% reimbursement from the State for its medical premium and reimbursement expenses under this program, the parties may re-open negotiations on this topic at the end of the fiscal year in which the shortfall occurs.

For LRCCD



Mario Rodriguez, Executive Vice
Chancellor of Finance

For LRCFT

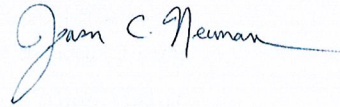


Belinda Lum, Chief Negotiator



Carrie Bray, Interim AVC Human
Resources

Date: Dec 22, 2022



Jason Newman, President

Date: 12/20/22









20221215 LR PT Health MOU_FINAL_ w LRCFT sigs

Final Audit Report

2022-12-23

Created:	2022-12-22
By:	Jamie Ruggles (RuggleJ@losrios.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_sdRIMHqzDoQnd4GVvH_YGQB5w6wmbC

"20221215 LR PT Health MOU_FINAL_ w LRCFT sigs" History

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-  Document e-signed by Carrie Bray (brayc@losrios.edu)
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-  Document emailed to Mario Rodriguez (rodrigm3@losrios.edu) for signature
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LRCFT/LRCCD
Memorandum of Understanding
Full-time Counselor Overload Office Time

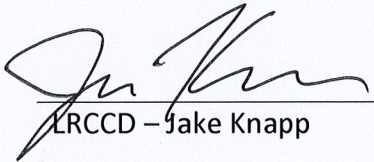
Background:

The LRCFT and LRCCD have a shared interest in reviewing the current contract language related to the Adjunct Office Time (4.10.5) to consider provisions for full-time faculty working overload. Currently, when full-time faculty work overload on a day that they are not on contract, they are ineligible for office time. The LRCFT has an interest in addressing this issue.

Agreements

1. The LRCFT and LRCCD agree to negotiate the issue of office time for full-time counselors who work overload as counselors. Those discussions will begin no later than September 15, 2023.


Updated 4/28/2023



LRCCD – Jake Knapp

4/28/23

Date



LRCFT – Belinda Lum

4/28/23

Date

LRCCD / LRCFT
Memorandum of Understanding

Adjunct faculty paychecks - monthly equalization and payment on the first day of the month

Background

Adjunct faculty currently receive paychecks of different amounts every month, with the smallest amount being the first check of the semester. This variability in paychecks makes it difficult for adjuncts to plan a budget, and increases the difficulty of important financial transactions such as securing a loan or a residential lease. The lack of consistency in income from month to month is sometimes a barrier to approval in such cases, and at the very least it often requires adjunct faculty to produce documentation beyond that normally required for such transactions. The payment of adjunct office hours as a single stipend at the end of the semester, rather than as part of ongoing work performed during the semester, only exacerbates this situation.

Similar issues arise with a system that distributes paychecks to adjunct faculty on the 10th of the month. Some bills—most significantly, residential rent—are due on the first day of the month, and adjunct faculty paid on the 10th often have to hope that they have enough money left from the previous month to cover these expenses, or are placed in a position where they need to ask for an extension. If such extensions are not granted, late payment of rent can then result in additional fees and additional financial hardship. The negative effects of financial instability and unpredictability on mental wellness are well documented.

LRCFT has an interest in continuing to make changes to Los Rios processes that will: demonstrate a higher level of respect for and institutional commitment to part-time/adjunct faculty; more fully recognize their status as professionals with the same qualifications as their full-time/regular faculty colleagues; and contribute to Los Rios part-time/adjunct faculty financial and mental stability and wellness.

Paychecks that are equalized over the period of adjunct employment each semester, that include office hour payments, and that are issued on the first day of each calendar month, would be a small but important contribution to these interests.

LRCCD understands the interests of adjunct faculty, and agrees in principle that these changes are desirable. The District cannot implement these changes without an analysis of the impacts (including potential workload impacts on payroll office staff), and needs time to determine the nature and scope of the necessary adjustments to District procedures.

Agreements

1. LRCCD agrees to evaluate what changes would be necessary in order to provide adjunct faculty with five equalized paychecks per semester, and to include office hours in those payments rather than pay office hours as an end-of-semester stipend.
2. LRCCD agrees to evaluate what changes would be necessary in order to provide adjunct faculty with their paychecks on the first day of the month, in line with practices for full-time faculty.
3. LRCCD agrees to provide a verbal or written report to LRCFT on the results of its inquiries by December 31, 2023.
4. If LRCCD is willing and able to provide equalized paychecks with office-hour payments and/or payment on the first of the month, the report will establish a clear timeline for implementing these changes, including a semester in which the changes will go into effect.

5. If LRCCD believes that it is unwilling or unable to make one or both of these changes, the report will provide LRCFT with an explanation of the nature and magnitude of the specific impediments, whether they be logistical, technological, administrative, or fiscal.

Signed by:

LRCCD:



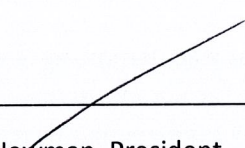
Jamey Nye, Deputy Chancellor



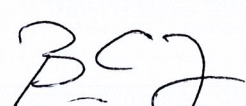
Jake Knapp, District Counsel

4/28/23

LRCFT:



Jason Newman, President



Belinda Lum, Chief Negotiator

4/28/23

LRCCD / LRCFT

Memorandum of Understanding

Immediate healthcare eligibility for adjunct faculty

Background

The current Collective Bargaining Agreement makes adjunct faculty with a semester assignment of at least thirty percent (30%) of full-time (.30 FTE) or a minimum of four and one-half (4.5) formula hours eligible to participate in the health/medical and dental plans offered by the District after successful completion of such assignment during two (2) of the last five (5) semesters.

LRCFT has an interest in allowing adjunct faculty with an assignment of 0.3 FTE or greater to qualify immediately for participation in the District's health/medical and dental plans. LRCFT has proposed to eliminate the requirement that faculty serve two semesters of the previous five at a level of 0.3 FTE or greater before qualifying for this coverage.

LRCCD supports the principle behind immediate eligibility and has no specific objections to the proposal. LRCCD has an interest, however, in ensuring that any changes to eligibility do not have significant unforeseen adverse consequences for the District's health/medical and dental plans, some of which might affect LRCFT as well as other bargaining units.

Agreements

1. LRCFT and LRCCD share an interest in providing immediate eligibility for health/medical and dental insurance to adjunct faculty working an assignment of 0.3 FTE or greater.
2. LRCFT and LRCCD agree that the primary impediment to reaching a contractual agreement on this question is the logistical question of how a change in eligibility might affect the District's healthcare arrangement with its provider/s (including but not limited to cost and coverage), as well as possible impacts on other bargaining units.
3. LRCFT and LRCCD agree to evaluate the issue of immediate healthcare eligibility for adjunct faculty, including but not limited to presenting the proposal to the Insurance Review Committee (IRC) for determinations of any potential impacts to plans, plan costs, benefits, etc.
4. LRCFT and LRCCD agree that if the IRC approves this change, the parties will work toward implementing it as soon as practicable.
5. The parties agree to evaluate CBA Appendix A.2.4.1.1, adjunct eligibility for HSA contributions by the District.

Signed by:

LRCCD:



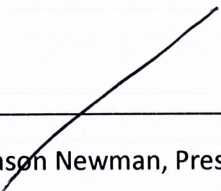
Jamey Nye, Deputy Chancellor



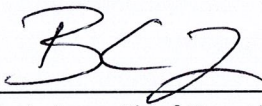
Jake Knapp, District Counsel

4/28/23

LRCFT:



Jason Newman, President



Belinda Lum, Chief Negotiator

4/28/23

CFT/LRCCD
Memorandum of Understanding
Salary Schedule Improvement, Steps 16-25

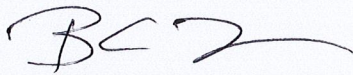
Background:

When the LRCFT and LRCCD agreed to restructure the salary schedules for full and part-time faculty, there were not enough resources to apply equal amount of dollars to the newly created steps 16 and 25. The LRCFT and LRCCD have a shared interest in improving Steps 16-25. The projected cost of adding \$250 to steps 16-25 on the A-164 salary schedule, with a proportional step improvement to steps 16-25 on the A-174 and B-on-all salary schedules, has a projected cost of \$1,185,595 from the LRCFT bucket.

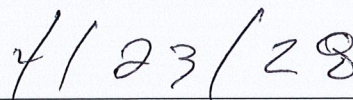
Agreements

1. The LRCFT and LRCCD agree to add \$250 to steps 16-25 on the 164 Schedule. This amount will be pro-rated for the 174 and B schedules.
2. The additional dollars will go into effect during the 2023-2024 fiscal year.

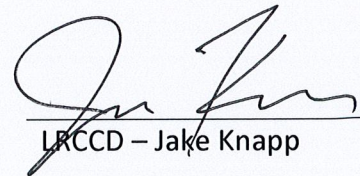
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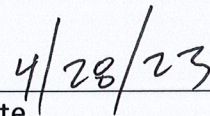
LRCFT – Belinda Lum



Date



LRCCD – Jake Knapp



Date

LRCFT/LRCCD
Memorandum of Understanding
Coaching Stipend

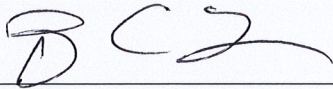
Background:

The LRCFT and LRCCD have a shared interest in reviewing and addressing issues related to Coaches stipends. The LRCFT has an interest in discussing specific inequalities related to team size, one and two semester sports, and uncompensated time related to post-semester competitions.

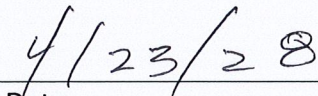
Agreements

1. The LRCFT and LRCCD agree to evaluate and negotiate issues related to the coaching stipends during the 23-24 fiscal year.

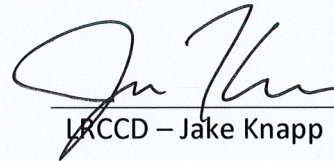
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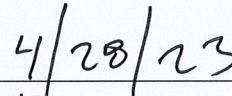
LRCFT – Belinda Lum



Date



LRCCD – Jake Knapp



Date

LRCFT/LRCCD
Memorandum of Understanding
Lab Lecture Parity


Background:

The LRCFT and LRCCD have a shared interest in addressing lab-lecture parity. Currently, the labs throughout the District have two tiers of payment. Most labs that currently exist within IGETSE Area 5 (Physical and Biological Sciences) are paid at .8 FTE of regular load. All other labs are paid at .75 FTE of regular load. Addressing lab-lecture parity requires conversations with Union, Senate, and District, as well as the commitment of ongoing financial resources from the LRCFT bucket.

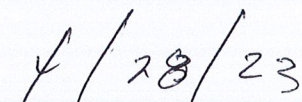
Agreements

1. The LRCFT and LRCCD agree to convene a workgroup that will assess the classes currently called 'labs' and assess the workload associated with the different types of labs through the 2024-25 fiscal year.
2. The LRCFT and LRCCD agree to structure a fiscal plan, including setting aside some on-going dollars when available, to address lab lecture parity.
3. The LRCFT and LRCCD shall make a good faith effort to have a plan in place to address lab-lecture parity during the 2024-2025 Fiscal Year, with the understanding that implementation will be dependent on available ongoing resources available in the LRCFT bucket.

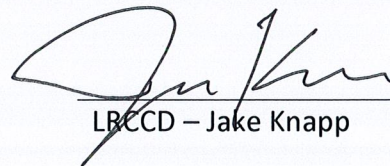
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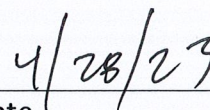
LRCFT – Belinda Lum



Date



LRCCD – Jake Knapp



Date