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2 **REVISED Memorandum of Understanding**
3 **Between the Victor Valley Community College District (hereinafter “District”) and the VVC Part Time**
4 **Faculty United, American Federation of Teachers (AFL-CIO) Local 6286 (hereinafter “AFT”)**

5 **Part-Time Faculty Health Insurance Pilot Program**
6 **August 16, 2023**

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8 This Memorandum of Understanding is entered into by and between the Victor Valley Community College
9 District (hereinafter “District”) and the VVC Part Time Faculty United, American Federation of Teachers (AFL-
10 CIO) Local 6286 (hereinafter “AFT”).

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12 Following the passage of Assembly Bill 190, this Memorandum of Understanding (“MOU”) is intended to
13 address the implementation of an enhanced part-time faculty health insurance pilot program for the 2023-
14 2024 academic year (Fall 2023 and Spring 2024). It is the intent of the parties to comply with the provisions
15 of recently signed AB-190 (Education Code §§ 87860 – 87868) which allows the District to expand health
16 insurance reimbursement for part-time faculty and allows the District to receive 50% reimbursement for its
17 part-time faculty healthcare program.

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19 1. **Eligibility:** To participate in this Part-Time Faculty Health Insurance Pilot Program, participants are
20 subject to the following:

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22 a. Part-time faculty members must meet state criteria (e.g., not covered by spouse or another public
23 entity), as determined under the Education Code and other applicable state laws;

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25 b. Coverage will begin on the first day of the month following the beginning of the semester (fall or
26 spring);

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28 c. To be eligible to participate in the pilot program, part-time faculty must be 40% or greater of a full-
29 time faculty assignment, as determined under the VVCFA collective bargaining agreement, the
30 Education Code, CCCCO guidelines, and any other applicable state laws. For the purpose of
31 eligibility in the pilot program, assignment shall be calculated as follows:

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33 i. Instructional Part Time Faculty: Load shall be measured as of Monday of the third week of the
34 semester of the instructional part-time faculty member’s scheduled assignment.

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36 ii. Non-Instructional Part Time Faculty: The equivalent workload for non-instructional faculty
37 shall be measured based on an “Hours Worked” report generated at the end of each term,
38 with 224 hours worked deemed equivalent to 40%.

39 **[Based on 560 hours for full-time: $560 \times .4 = 224$.]**

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41 iii. Mixed Assignments: Part-time faculty with both instructional and non-instructional
42 assignments may meet eligibility provided that the sum of assignments meets or exceeds
43 40%.

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45 iv. Load calculations shall exclude student hours and/or ancillary activities. Paid absences
46 approved by the District count toward total hours required for the instructional and non-
47 instructional computation.

48
49 d. Retired full-time faculty with retiree medical or Medicare benefits that have returned to part-time
50 employment are not eligible for this Part-Time Faculty Health Insurance Pilot Program.

52 e. Eligibility determination is done semester-by-semester for Fall and Spring terms only, as set forth
53 below:

54 i. Employees qualifying in the Fall Semester for benefits reimbursement shall be entitled to
55 receive reimbursement for the subsequent winter session.

56 ii. Employees qualifying in the Spring Semester for benefits reimbursement shall be entitled
57 to receive reimbursement for the subsequent summer session.

58 iii. In the event that the assignment load drops below 40% of the minimum full-time teaching
59 assignment at any point in the semester or the employee fails to make any required
60 contribution in excess of their payroll deduction for District-offered benefits, the
61 employee's coverage will end effective the first day of the next month.

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63 2. Qualifying Part-Time Faculty (as described herein) may claim reimbursement for the payment of health
64 insurance premiums that are not otherwise funded by the state, as follows:

65 a. Qualifying Part-time Employees will be reimbursed for a maximum amount up to the 50% of the
66 medical insurance premiums paid for by part-time employees, or \$3500 per semester, whichever
67 is greater.

68 b. Reimbursement:

69 i. Employees will be responsible for obtaining their own medical benefit coverage. Eligible part-
70 time faculty members who obtain their own coverage will be required to provide receipts or
71 other proof of payment for the insurance. Reimbursement requests must document health
72 insurance premiums paid for the period being sought for reimbursement. Reimbursement
73 requests for during the period of September 1, 2023, through February 29, 2024, must be
74 submitted on or before March 15, 2024. Reimbursement requests for the period of March 1,
75 2024 through August 31, 2024 must be submitted on or before September 15, 2024.

76 ii. If permitted by the carrier, eligible employees can obtain Kaiser/Blue Shield HMO or other plans
77 through the District and receive District-paid contributions up to the maximum amount indicated
78 in 2.a above. If insurance is obtained through District provided insurance plans, the portion of
79 a part-time member's unreimbursed premium contribution shall be deducted through an
80 authorized payroll deduction. If the payroll deduction is insufficient to cover the unreimbursed
81 amount, part-time faculty are responsible for ensuring that any supplemental amount due is
82 received by the District on or before the monthly due date for the premium.

83 iii. Reimbursements will be processed in the order in which they are received and verified, and
84 are subject to the continued availability of the funds reserved. Reimbursement for premiums
85 incurred between September 1, 2023, through February 29, 2024, shall be paid in April of 2024.
86 Reimbursement for premiums incurred between March 1, 2024 through August 31, 2024, shall
87 be paid during the October 2024 payroll period. Reimbursement will be paid by payroll check.

88 c. Reimbursement is for premiums only, and no reimbursement shall be granted for non-premium
89 medical costs (including but not limited to deductibles; co-pay; prescriptions, etc.) incurred by an
90 eligible member.

91 d. Reimbursement requests may be returned to the member without action if the eligibility criteria
92 have not been met, if the request seeks reimbursement for anything other than employee-paid
93 health insurance premiums, if applicable unit member premiums above payroll deductions are not
94 paid, or if supporting documentation is insufficient.

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105 e. All premiums paid by any faculty via payroll deductions for the purpose of purchasing health
106 insurance shall be pre-tax to the extent permitted by law. Unless otherwise provided by law,
107 reimbursements are considered taxable income and are not subject to CalSTRS creditable
108 earnings.

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110 3. Long-term Viability of the Program: Both parties agree to meet to discuss the financial implications of the
111 program at least once prior to the expiration of this MOU.
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113 4. Unless shortened or extended by mutual written agreement of the Parties, this MOU shall sunset and be
114 of no further effect if the State funds the part-time health care reimbursement program at a lower level
115 than the prior year or on August 31, 2024, whichever comes first, or if all allocated Part-Time Faculty
116 Health Insurance Program allocated funds are depleted. If there are excess allocated funds in the Part-
117 Time Faculty Health Insurance Program at the end of the academic year, this MOU shall be reopened to
118 discuss changing to the implementation of the 100% reimbursement option, as delineated in
119 Education Code Sections 87860 through 87868.
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121 5. Nothing in this MOU shall be construed as waiving any rights under the EERA or precluding future
122 negotiations on impacts and effects relating to the impacts or effects of any subsequent decisions or
123 policies, or procedures.

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125 The Parties agree to meet and discuss, as necessary, to resolve any ambiguities in interpretation created by
126 subsequent instructions, regulations, or guidance from the Chancellor's Office, concerning topics such as
127 recognition that assignment percentages can change between and within semesters, the need to clarify
128 verification for multi-district part-time faculty reimbursements, the details of the proportionate share
129 reimbursement calculation, etc.

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131 This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar
132 circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or
133 legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective
134 bargaining agreement.

135 *Todd Scott*
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137 Dr. Todd Scott, Executive Vice President
138 for Dr. Daniel Walden Superintendent/President,
139 Victor Valley College

140 

April Allen

April Allen (Aug 21, 2023 12:52 PDT)

April Allen
President, AFT Local 6286

AFT MOU Health Care 08-16-23 revised

Final Audit Report

2023-08-21

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