

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

Part-Time Faculty Health Insurance Pilot Program

August 16, 2023

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

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

1. **Eligibility:** To participate in this Part-Time Faculty Health Insurance Pilot Program, participants are subject to the following:
 - a. Part-time faculty members must meet state criteria (e.g., not covered by spouse or another public entity), as determined under the Education Code and other applicable state laws;
 - b. Coverage will begin on the first day of the month following the beginning of the semester (fall or spring);
 - c. To be eligible to participate in the pilot program, part-time faculty must be 40% or greater of a full-time faculty assignment, as determined under the VVCFA collective bargaining agreement, the Education Code, CCCCCO guidelines, and any other applicable state laws. For the purpose of eligibility in the pilot program, assignment shall be calculated as follows:
 - i. Instructional Part Time Faculty: Load shall be measured as of Monday of the third week of the semester of the instructional part-time faculty member's scheduled assignment.
 - ii. Non-Instructional Part Time Faculty: The equivalent workload for non-instructional faculty shall be measured based on an "Hours Worked" report generated at the end of each term, with 224 hours worked deemed equivalent to 40%.
[Based on 560 hours for full-time: $560 \times .4 = 224$.]
 - iii. Mixed Assignments: Part-time faculty with both instructional and non-instructional assignments may meet eligibility provided that the sum of assignments meets or exceeds 40%.
 - iv. Load calculations shall exclude student hours and/or ancillary activities. Paid absences approved by the District count toward total hours required for the instructional and non-instructional computation.
 - d. Retired full-time faculty with retiree medical or Medicare benefits that have returned to part-time employment are not eligible for this Part-Time Faculty Health Insurance Pilot Program.

- e. Eligibility determination is done semester-by-semester for Fall and Spring terms only, as set forth below:
- i. Employees qualifying in the Fall Semester for benefits reimbursement shall be entitled to receive reimbursement for the subsequent winter session.
 - ii. Employees qualifying in the Spring Semester for benefits reimbursement shall be entitled to receive reimbursement for the subsequent summer session.
 - iii. In the event that the assignment load drops below 40% of the minimum full-time teaching assignment at any point in the semester or the employee fails to make any required contribution in excess of their payroll deduction for District-offered benefits, the employee's coverage will end effective the first day of the next month.

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

- a. Qualifying Part-time Employees will be reimbursed for a maximum amount up to the 50% of the medical insurance premiums paid for by part-time employees, or \$3500 per semester, whichever is greater.
- b. Reimbursement:
 - i. Employees will be responsible for obtaining their own medical benefit coverage. Eligible part-time faculty members who obtain their own coverage will be required to provide receipts or other proof of payment for the insurance. Reimbursement requests must document health insurance premiums paid for the period being sought for reimbursement. Reimbursement requests for during the period of September 1, 2023, through February 29, 2024, must be submitted on or before March 15, 2024. Reimbursement requests for the period of March 1, 2024 through August 31, 2024 must be submitted on or before September 15, 2024.
 - ii. If permitted by the carrier, eligible employees can obtain Kaiser/Blue Shield HMO or other plans through the District and receive District-paid contributions up to the maximum amount indicated in 2.a above. If insurance is obtained through District provided insurance plans, the portion of a part-time member's unreimbursed premium contribution shall be deducted through an authorized payroll deduction. If the payroll deduction is insufficient to cover the unreimbursed amount, part-time faculty are responsible for ensuring that any supplemental amount due is received by the District on or before the monthly due date for the premium.
 - iii. Reimbursements will be processed in the order in which they are received and verified, and are subject to the continued availability of the funds reserved. Reimbursement for premiums incurred between September 1, 2023, through February 29, 2024, shall be paid in April of 2024. Reimbursement for premiums incurred between March 1, 2024 through August 31, 2024, shall be paid during the October 2024 payroll period. Reimbursement will be paid by payroll check.
- c. Reimbursement is for premiums only, and no reimbursement shall be granted for non-premium medical costs (including but not limited to deductibles; co-pay; prescriptions, etc.) incurred by an eligible member.
- d. 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, if applicable unit member premiums above payroll deductions are not 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.
124

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










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Final Audit Report

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