

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 – 2024-2025
May 30, 2025

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 2024-2025 academic year (Fall 2024 and Spring 2025). 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, CCCCO 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.

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.

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

60 iii. In the event that the assignment load drops below 40% of the minimum full-time teaching
61 assignment at any point in the semester, the employee's coverage will end effective the
62 first day of the next month.

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

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

71 b. Reimbursement:

73 i. Employees will be responsible for obtaining their own medical benefit coverage. Eligible part-
74 time faculty members who obtain their own coverage will be required to provide receipts or
75 other proof of payment for the insurance. Reimbursement requests must document health
76 insurance premiums paid for the period being sought for reimbursement. Reimbursement
77 requests during the period of September 1, 2024, through February 28, 2025, must be
78 submitted on or before June 30, 2025. Reimbursement requests for the period of March 1,
79 2025, through August 31, 2025, must be submitted on or before September 15, 2025.

81 ii. Reimbursements will be processed in the order in which they are received and verified, and
82 are subject to the continued availability of the funds reserved. Reimbursement for premiums
83 incurred between September 1, 2024, through February 28, 2025, shall be paid in August of
84 2025. Reimbursement for premiums incurred between March 1, 2025, through August 31,
85 2025, shall be paid during the month of October 2025. Reimbursement will be paid by check.

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

97 3. Unless shortened or extended by mutual written agreement of the Parties, this MOU shall sunset and be
98 of no further effect if the State funds the part-time health care reimbursement program at a lower level
99 than the prior year or on August 31, 2025, whichever comes first, or if all allocated Part-Time Faculty
100 Health Insurance Program allocated funds are depleted.

102 4. Nothing in this MOU shall be construed as waiving any rights under the EERA or precluding future
103 negotiations on impacts and effects relating to the impacts or effects of any subsequent decisions or
104 policies, or procedures.

105
106 The Parties agree to meet and discuss, as necessary, to resolve any ambiguities in interpretation created by
107 subsequent instructions, regulations, or guidance from the Chancellor's Office, concerning topics such as
108 recognition that assignment percentages can change between and within semesters, the need to clarify
109 verification for multi-district part-time faculty reimbursements, the details of the proportionate share
110 reimbursement calculation, etc.

111
112 This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar
113 circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or
114 legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective
115 bargaining agreement.

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117 Victor Valley Community College
118 District



120 Daniel Walden (Jun 3, 2025 20:01 PDT)

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122 Dr. Daniel Walden
123 Superintendent/President, Victor Valley College



119
120 AFT Part-Time Faculty United, Local 6286,
121 AFL-CIO



122 April Allen (Jun 3, 2025 07:29 PDT)

123 April Allen
124 President, AFT Local 6286