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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**  
7

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, CCCC 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 x .4 = 224.]**  
40  
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%.  
44  
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.  
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- 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.
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- 57 ii. Employees qualifying in the Spring Semester for benefits reimbursement shall be entitled  
58 to receive reimbursement for the subsequent summer session.
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- 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 or the employee fails to make any required  
62 contribution in excess of their payroll deduction for District-offered benefits, the  
63 employee's coverage will end effective the first day of the next month.
- 64
- 65 2. Qualifying Part-Time Faculty (as described herein) may claim reimbursement for the payment of health  
66 insurance premiums that are not otherwise funded by the state, as follows:
- 67
- 68 a. Qualifying Part-time Employees will be reimbursed for a maximum amount up to the 50% of the  
69 medical insurance premiums paid for by part-time employees, or \$3500 per semester, whichever  
70 is greater.
- 71
- 72 b. Reimbursement:
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- 74 i. Employees will be responsible for obtaining their own medical benefit coverage. Eligible part-  
75 time faculty members who obtain their own coverage will be required to provide receipts or  
76 other proof of payment for the insurance. Reimbursement requests must document health  
77 insurance premiums paid for the period being sought for reimbursement. Reimbursement  
78 requests for during the period of September 1, 2023, through February 29, 2024, must be  
79 submitted on or before March 15, 2024. Reimbursement requests for the period of March 1,  
80 2024 through August 31, 2024 must be submitted on or before September 15, 2024.
- 81
- 82 ii. If permitted by the carrier, eligible employees can obtain Kaiser/Blue Shield HMO or other plans  
83 through the District and receive District-paid contributions up to the maximum amount indicated  
84 in 2.a above. If insurance is obtained through District provided insurance plans, the portion of  
85 a part-time member's unreimbursed premium contribution shall be deducted through an  
86 authorized payroll deduction. If the payroll deduction is insufficient to cover the unreimbursed  
87 amount, part-time faculty are responsible for ensuring that any supplemental amount due is  
88 received by the District on or before the monthly due date for the premium.
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- 90 iii. Reimbursements will be processed in the order in which they are received and verified, and  
91 are subject to the continued availability of the funds reserved. Reimbursement for premiums  
92 incurred between September 1, 2023, through February 29, 2024, shall be paid in April of 2024.  
93 Reimbursement for premiums incurred between March 1, 2024 through August 31, 2024, shall  
94 be paid during the October 2024 payroll period. Reimbursement will be paid by payroll check.
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- 96 c. Reimbursement is for premiums only, and no reimbursement shall be granted for non-premium  
97 medical costs (including but not limited to deductibles; co-pay; prescriptions, etc.) incurred by an  
98 eligible member.
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- 100 d. Reimbursement requests may be returned to the member without action if the eligibility criteria  
101 have not been met, if the request seeks reimbursement for anything other than employee-paid  
102 health insurance premiums, if applicable unit member premiums above payroll deductions are not  
103 paid, or if supporting documentation is insufficient.

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

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

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

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

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



*April Allen*  
April Allen (Aug 21, 2023 12:52 PDT)  
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April Allen  
President, AFT Local 6286