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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE YOSEMITE COMMUNITY COLLEGE DISTRICT  
TO THE YOSEMITE FACULTY ASSOCIATION  
April 15, 2024**

This Memorandum of Understanding (“MOU”) between the Yosemite Community College District and the Yosemite Faculty Association is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

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 beginning the 2024-2025 academic year. 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 the Part-Time Faculty Health Insurance Program, faculty -are subject to the following:
  - a. **Part-Time Faculty:** Defined as faculty with an assignment at the District that is equal to or greater than forty (40%) percent of a full-time faculty assignment, as defined in Article 4 of the current CBA. For the purpose of eligibility, assignment shall be calculated on an annual basis as follows:
    - i. **Instructional Part Time Faculty:** Load shall be measured after the latest census date of the instructional part time Faculty’s scheduled assignment.

For a typical instructional assignment of 30 equated hours per year, 40% load is 12 equated hours. This threshold could be met by teaching four (4) units in each of summer, fall or spring terms, or any combination thereof.
    - ii. **Non-Instructional Part-Time Faculty:** Load shall be measured using the conversion formula in the combined load (Article 4.2.2.1) as defined in Article 4 of the current CBA.
    - iii. The eligibility year used for determining load shall commence on the first day of the summer term and end on graduation day.
    - iv. **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%.
    - vi. **Other provisions:** Load calculations shall exclude office hours and/or ancillary activities. Approved absence as reported on the Absence Certification form provided by the District counts toward total hours required for the load computation.
  - b. **Multi-District Part-Time Faculty:** Part-time faculty who work at multiple community college districts but do not meet the 40% minimum at any single district may nevertheless be eligible for benefits. 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 as required by the State and Education Code Section 87865, including:

- 55 1. Multidistrict part-time faculty member must have teaching assignments at  
56 two or more community college districts that equal or exceed 40% of the  
57 cumulative equivalent of a minimum full-time FTE assignment;  
58  
59 2. Multidistrict part-time faculty member, or their dependents whose  
60 premiums for health insurance are paid by an employer other than a  
61 community college district, are not eligible to participate in the program;  
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63 3. Part-time faculty members who are full-time faculty members at any other  
64 community college district are not eligible to participate in the program;  
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66 4. Multidistrict part-time faculty member with a load of 40% or more at a single  
67 district that offers part-time faculty benefits are not eligible to participate in  
68 the program;  
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70 5. Multidistrict part-time faculty member must have individually purchased a  
71 healthcare plan.  
72  
73 c. Retired full-time faculty with District-paid medical benefits that have returned to  
74 part-time employment are not eligible for the reimbursement program.  
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## 76 2. Reimbursement:

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78 Eligible part-time faculty (as described herein) may claim reimbursement for the payment  
79 of health insurance premiums for the part-time faculty member as follows:  
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- 81 a. Each part-time faculty shall be entitled to request reimbursement of up to \$6,000  
82 per term (Fall/Spring).  
83  
84 b. Reimbursement requests must document health insurance premiums paid for the  
85 period being sought for reimbursement. Reimbursement requests for the January  
86 1 - June 30 verification period must be submitted on or before July 31st and shall  
87 be paid before September 30th. For the July 1 - December 31 verification period,  
88 reimbursement requests must be submitted on or before January 31st and shall  
89 be paid before March 31st.  
90  
91 c. Part-time faculty are responsible for obtaining coverage on their own, and shall  
92 be required to provide proof of out-of-pocket insurance premium costs, and if  
93 multi-district, proof of load from all other districts to be eligible for reimbursement.  
94 YCCD load shall be verified by the District.  
95  
96 d. No reimbursement shall be granted for non-premium medical costs (including but  
97 not limited to deductibles; co-pay; prescriptions, etc.) incurred by an eligible  
98 member.  
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100 e. Reimbursement will be paid through Accounts Payable as non-taxable benefits  
101 provided under an accountable plan. Reimbursement is not subject to CalSTRS  
102 creditable earnings.  
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104 f. Reimbursement requests may be returned to the member without action if the  
105 eligibility criteria have not been met, if the request seeks reimbursement for  
106 anything other than health insurance premiums, or if supporting documentation is  
107 insufficient.  
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3. **Certification:**

- a. Certification requirements for faculty members shall be based on: District issued forms, including Etrieve; CCCCCO procedures and guidelines; the Education Code; and any other applicable state laws.
- b. Upon certification of the required documentation and the multi-district part-time faculty member's medical premium payment, the District shall reimburse multidistrict part-time faculty who individually purchase health insurance benefits, up to its proportionate share as determined under the Education Code, CCCCCO guidelines, and any other applicable state laws, but in no event greater than the amount indicated in Section 2.a above.

4. **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. If the state funding to support Part-Time Faculty Health Insurance is reduced or impacts the state funding to the District, the program shall be suspended, and the parties will negotiate the impacts.

This MOU shall expire in full without precedent on June 30, 2026, unless shortened or extended by mutual written agreement of the Parties. The parties agree to meet and discuss the long-term viability of the program or other potential part-time healthcare programs as part of negotiations.

The District may rely upon the documentation and authorizations submitted pursuant to this MOU in seeking reimbursement. The Parties agree to meet and discuss, as necessary, to resolve any ambiguities in interpretation created by subsequent instructions, regulations, or guidance from the California Community Colleges 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.

Yosemite Community  
College District

Yosemite Faculty Association

*Henry C. V. Yong*

*Brian M. Greene*

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Final Audit Report

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