Memorandum of Understanding Between

The Antelope Valley Community College District

And

The Antelope Valley College Federation of Teachers

This Memorandum of Understanding (MOU) is made as of the 19th day of August 2025 by and between the Antelope Valley College Federation of Teachers ("FEDERATION") and the Antelope Valley Community College District ("DISTRICT"), collectively known as the "PARTIES." This MOU will remain in effect until the successor to the 2023-2025 faculty collective bargaining agreement (CBA) has been completed and ratified by the PARTIES.

RECITALS

Whereas, The PARTIES recognize that retired faculty have the right to purchase health benefits as granted by Article IX, Section 1.2.2.4 of the 2023-2025 Faculty CBA.

Whereas, The PARTIES desire to maintain these rights for retired faculty during successor negotiations to the 2023-2025 faculty CBA.

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

For the term of this MOU, Article IX, Section 1.2.2.4 of the 2023-2025 Faculty CBA is amended and restated in its entirety as follows:

- 1. <u>Retired Faculty:</u> Retired full-time regular and part-time faculty members shall be entitled to purchase all continued medical, dental, vision and other benefits as offered through the District subject to the following eligibility requirements and conditions:
 - (a) The minimum age of eligibility shall be 55.
 - (b) The unit member must have been employed by the District continuously for a period of 10 years.
 - (c) During the entire period of this benefit, the retired employee must be actively drawing service retirement from the California State Teachers' Retirement System (CalSTRS).
 - (d) The unit member must have been eligible for and enrolled in the health insurance while an active employee and immediately prior to retiring.

(e) All health and welfare benefits shall terminate on the 1st of the month of the 65th birthday of the retired employee.

The health and welfare cap for eligible retirees shall, effective retroactive to October 1, 2022, be \$17,500 per year through the term of this MOU. The District shall contribute up to a maximum of \$17,500 per year. If the selected plan, exceeds the \$17,500 cap for any plan year, the retiree must bear the increased cost of such plan. Should the retiree select a plan that costs less than \$17,500 per year, the difference between the plan cost and the cap is not paid to the retiree.

- 2. The terms of this MOU are non-precedential and do not establish a past practice. This MOU does not create or provide any rights except as to the PARTIES and on the terms stated herein for purposes of maintaining the rights of retired faculty as granted by Article IX, Section 1.2.2.4 of the 2023–2025 Faculty CBA. Further, this MOU does not constitute a waiver of any rights not specifically addressed in this agreement.
- 3. Unintended Consequences: Should an unforeseen issue arise, the PARTIES will consult and come to a mutual agreement to resolve the issue.
- 4. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the PARTIES regarding the subject matter covered by this MOU. There are no other oral understandings, terms or conditions. All prior understandings, terms, or conditions are deemed merged into this Agreement and this MOU shall override any contrary provision of the CBA.
- 5. Execution: This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dr. Scott Lee

AVCFT Lead Negotiator

Lauren Clan Helaper

Dr. Lauren Elan Helsper AVCCD Lead Negotiator

Dr. Jennifer Zellet Superintendent/President

MOU for Extending Retiree Health Care Access(AVCFT) - 8.19.25

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