

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
IMPERIAL COMMUNITY COLLEGE DISTRICT
AND THE
IMPERIAL VALLEY CHAPTER OF THE PART-TIME FACULTY ASSOCIATION**

This non-precedent setting Memorandum of Understanding (“MOU”) is entered into by and between the Imperial Community College District (“District”) and the Imperial Valley Chapter of the Part-Time Faculty Association (“PTFA”).

The purpose of this MOU is to offer benefits to part-time faculty on a pilot program basis, through the Part-Time Community College Faculty Health Insurance Program pursuant to Education Code sections 87860-87868.

The District and PTFA agree as follows:

1. For the District’s 2026-2027 benefit year (commencing October 1, 2026) and 2027-2028 benefit year (commencing October 1, 2027), the District will, on a temporary trial basis, offer medical insurance benefits to eligible part-time faculty and eligible multidistrict part-time faculty through participation in the Part-Time Community College Faculty Health Insurance Program pursuant to Education Code sections 87860-87868 (hereinafter “the Program”).
2. This MOU, and the District’s participation in the Program, shall terminate September 30, 2028, unless otherwise agreed in writing by the parties, and approved by the District’s Board of Trustees. Further, the District may terminate this MOU and its participation in the Program earlier than September 30, 2028, as provided herein.
3. The District’s participation in the Program is subject to and contingent upon the condition that the District receives reimbursement from the State Chancellor’s Office, pursuant to Education Code section 87867(b), of 100% of the District’s total cost of premiums and premium reimbursements paid by the District for medical insurance coverage of participating eligible part-time faculty, eligible multidistrict part-time faculty, and their dependents for each and every benefit year covered by this MOU. The District shall have sole discretion to determine whether the condition of 100% reimbursement is met, and in the event the District in its sole discretion determines this condition is not met, the District shall have the right to terminate this MOU by providing written notice to the PTFA. Upon the District providing such written notice, this MOU shall terminate, and the District shall have no further obligation to provide medical insurance benefits to any unit members or their dependents.
4. The District’s participation in the Program is subject to and contingent upon the condition that the District is able to obtain from its benefit provider medical insurance coverage for eligible part-time faculty meeting the requirements of this MOU. The District shall have sole discretion to determine whether this is met, and in the event the District in its sole discretion determines this condition is not met, the District shall have the right to terminate this MOU by providing written notice to the PTFA. Upon the District providing such

written notice, this MOU shall terminate, and the District shall have no further obligation to provide medical insurance benefits to any unit members or their dependents.

5. For purposes of this MOU, “eligible part-time faculty” refers to a unit member whose teaching assignment in the District equals or exceeds 40% of the cumulative equivalent of a minimum full-time teaching or non-teaching faculty assignment (6 units per semester) for teaching faculty, 14 hours per week for counselors/librarians), averaged over the course of the complete academic year (July 1 – June 30) preceding the start of the District’s benefit year (October 1), who continuously maintains this level of teaching assignment during each semester that coincides with any part of the applicable benefit plan year, who meets any additional eligibility requirements of the District’s benefit provider, and who is not excluded by Paragraph 7 this MOU.
6. For purposes of this MOU, “eligible multidistrict part-time faculty” refers to any faculty member whose total teaching assignments in the District and at one or more additional community college districts equals or exceeds 40% of the cumulative equivalent of a District minimum full-time teaching or non-teaching faculty assignment, averaged over the course of the complete academic year (July 1 – June 30) preceding the start of the District’s benefit year (October 1), who continuously maintains this level of teaching assignment during the each semester that coincides with any part of the applicable benefit plan year, who meets any additional eligibility requirements of the District’s benefit provider, and who is not excluded by Paragraph 7 of this MOU. “Eligible multidistrict part-time faculty” does not include “eligible part-time faculty” as defined in this MOU.
7. A unit member whose premiums for health insurance are paid by an employer other than a community college district is not eligible for medical insurance benefits pursuant to this MOU.
8. The District will offer to eligible part-time faculty the same medical insurance benefits provided to full-time faculty, subject to the same enrollment requirements, and subject to the same employee premium payment requirements and payroll deductions, as apply to full-time faculty, and conditioned upon the provisions of this MOU and applicable law. A unit member’s failure to pay timely any portion of any required employee premium will result in discontinuation of coverage.
9. The District will offer to eligible multidistrict part-time faculty reimbursement for a proportionate share of the total health insurance premium paid by the eligible multidistrict part-time faculty member pursuant to Education Code section 87665. A unit member shall have the burden of proof to establish that the unit member is an eligible multidistrict part-time faculty member. The District may require reasonable documentation to verify a unit member’s continuous eligibility, in accordance with Education Code section 87665(c), including but not limited to proof of employment, teaching assignments, and health insurance enrollment and premium paid by the unit member. If the District in its sole discretion determines that a unit member has not provided reasonable documentation to verify eligibility, the District shall provide written notification of this determination to the unit member, and thereafter shall have no obligation make any reimbursement. In the event a unit member falsifies any documentation submitted to the District, the unit member shall

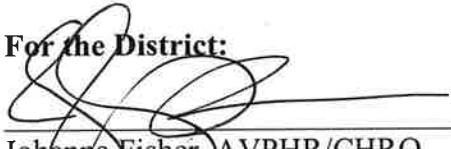
be subject to disciplinary action, and the District shall have the right to recover from the unit member any reimbursement payments made in reliance on such falsified documentation.

10. A unit member's continued participation in District medical insurance benefits or health insurance premium reimbursement as provided in this MOU shall be subject to verification by the District of the unit member's continued eligibility in each semester after the unit member initially establishes eligibility.
11. If a unit member is receiving District medical insurance benefits pursuant to this MOU and thereafter falls below the requisite 40% assignment, the unit member's District medical insurance benefits pursuant to this MOU will terminate, unless and until the unit member again establishes eligibility in a future semester. Upon termination of District medical insurance benefits, the District will provide appropriate COBRA notice to the unit member. Election of and payment for COBRA continuation coverage shall be the sole responsibility of the unit member.
12. If a unit member is receiving health insurance premium reimbursement pursuant to this MOU and the District in its sole discretion determines that the unit member thereafter falls below the requisite 40% assignment, the District's obligation to provide reimbursement shall terminate upon notice by the District to the employee.
13. In the event a participating unit member commences a District-approved leave, the unit member's time on District-approved leave will continue to count towards the requisite 40% assignment as though the unit member had continued in active duty in the assignment, until the end of the assignment, but in no event later than the end of the academic year in which the leave commenced.
14. Nothing in this MOU shall require the District to offer any new assignment to any unit member, and nothing in this MOU shall require the District to continue any unit member's employment.
15. Nothing in this MOU shall limit the District's authority and discretion to select or change benefit providers.
16. An eligible multidistrict part-time faculty member receiving health insurance premium reimbursement shall be solely responsible for any federal or state tax reporting requirements or liabilities associated therewith.
17. Any notice to an individual employee required by this MOU may be delivered via email to the employee's District-provided email address and/or via first-class U.S. mail to the employee's address of record on file in the District's Human Resources department. Any notice delivered via email shall be deemed received by the employee on the day it is transmitted. Any notice delivered via U.S. mail shall be deemed received by the employee five (5) calendar days after the date of depositing in the mail.
18. In the event that questions of interpretation under Education Code section 87860 – 87868 may arise that may affect interpretation or application of this MOU, the State Chancellor's

Office "Part-Time Faculty Health Insurance Frequently Asked Questions," updated October 20, 2023, shall serve as a guide to interpretation.

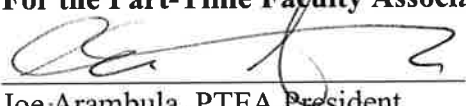
19. This MOU is a negotiated agreement. Its terms shall be interpreted according to their fair meaning, and shall not be construed in favor of or against either party by reason of authorship.
20. This MOU constitutes the complete agreement of the parties with respect to its subject matter. All prior discussions and negotiations are merged herein.
21. This MOU may be amended only in a writing approved by PTFA and by the District's Board of Trustees.
22. Unless terminated earlier, this MOU shall terminate September 30, 2028. This MOU shall not constitute a precedent or established past practice.
23. This MOU is subject to approval of the District's Board of Trustees.

For the District:


Johanna Fisher, AVPHR/CHRO

6/11/24
Date

For the Part-Time Faculty Association:


Joe Arambula, PTFA President

6/11/26
Date