MEMORANDUM OF UNDERSTANDING

Part-Time Faculty Medical Insurance Program
Spring 2027 - Spring 2028

This Memorandum of Understanding (MOU) is between Chaffey College Faculty Association ("CCFA) and Chaffey Community College District ("District") and is entered into for the purpose of implementing Education Code Sections 87860 through 87868. It is the District's intent to meet the conditions to enable it to seek 100% reimbursement from the State for its part-time faculty medical insurance program. This MOU covers the period of the Spring 2027 term through Spring 2028. The parties agree as follows:

1. Chaffey Only Part-Time Faculty Program

   a) Load Requirement:

      Spring 2027. Once the program has been approved by the medical provider for enrollment, the following provisions will be implemented: Part-time faculty whose Spring 2027 semester faculty assignment at the District equals or exceeds 40% of a full-time faculty semester assignment or whose aggregate 2026-2027 faculty assignment at the District equals or exceeds 40% of a full-time annual faculty assignment are eligible to enroll in one of the District's medical insurance plans equal to what is provided to the District's full-time faculty.

      Fall 2027. Part-time faculty whose Fall 2027 semester faculty assignment at the District equals or exceeds 40% of a full-time faculty semester assignment as of the census date are eligible to enroll in or retain their enrollment (as applicable) in one of the District's medical insurance plans equal to what is provided to the District's full-time faculty.

      Spring 2028. Part-time faculty whose Spring 2028 semester faculty assignment at the District equals or exceeds 40% of a full-time faculty semester assignment or whose aggregate 2027-2028 faculty assignment at the District equals or exceeds 40% of a full-time annual faculty assignment are eligible to enroll in one of the District's medical insurance plans equal to what is provided to the District's full-time faculty.

   b) Eligible Family Members:-The eligible part-time faculty member may also enroll eligible dependents, consistent with the medical provider and District requirements.

   c) Eligible part-time faculty become initially eligible for coverage on the first day of the month following their first actual working month. For example, an employee whose eligible assignment begins in August would become eligible for coverage on September 1. Thereafter, faculty who retain uninterrupted eligibility will retain uninterrupted coverage (see Part 3 below).

   d) Ineligibility: Part-time faculty members who have enrolled in the District's medical insurance program and who later become ineligible will not receive further District-paid

medical benefits until they meet eligibility. The District reserves the right to recoup premiums from part-time faculty who received benefits for which they were subsequently determined ineligible for reimbursement. Part-time faculty members who become ineligible will receive appropriate COBRA notices. Part-time faculty members will then be eligible to enroll in COBRA at their own expense according to the laws and regulations governing COBRA.

e) Alternate Health Insurance: Part-time faculty members or their dependents whose premiums for health insurance are paid by an employer other than a California community college district are not eligible to participate in this program. Chaffey College retirees whose premiums are paid by Chaffey College (fully or partially) are not eligible to participate in this program.

2. Multidistrict Program (Reimbursement Plan)

(a) Part-time faculty members whose total teaching assignment at two or more community colleges equals or exceeds 40% of the cumulative equivalent of a full-time teaching assignment may be eligible for reimbursement under the Multidistrict part-time faculty program under Education Code 87861(b), 87863(b), and 87865. To be eligible for reimbursement under this program, part-time faculty must meet all of the following criteria:

1. Multidistrict part-time faculty must be employed at Chaffey College and at one or more other California community college district(s), equal to or exceeding 40% of the cumulative equivalent of a full-time teaching assignment for the semester or in aggregate for the academic year to retain eligibility.

2. Multidistrict part-time faculty members or their dependents whose premiums for health insurance are paid by an employer other than a community college district are not eligible to participate.

3. Part-time faculty members participating in any paid single-district medical insurance program are not eligible for the Chaffey multidistrict medical insurance program.

4. Multidistrict part-time faculty members must provide timely documentation as requested by the District, demonstrating they meet the eligibility requirements as stated herein, including: (1) the cumulative teaching assignment is equal to or greater than 40%; and (2) enrollment in a health insurance plan and the actual premium payments.

Eligible part-time faculty become initially eligible for coverage on the first day of the month following their first actual working month. For example, an employee whose eligible assignment begins in August would become eligible for coverage on September 1. Thereafter, faculty who retain uninterrupted eligibility will retain uninterrupted coverage (see Part 3 below).

After receipt and District certification of the required documentation, including evidence of the multidistrict part-time faculty member's premium payment, the District shall issue a reimbursement. The reimbursement shall be equal to its proportionate share which shall be determined by the following formula, pursuant to Education Code 87865:

The District's proportionate share shall be determined by "dividing the total health insurance premium paid by the multidistrict part-time faculty member by the total number of community college districts in which the multidistrict part-time faculty member works for purposes of meeting the requirements of subdivision (b) of Section 87861, and multiplying that quotient by the percentage of health care cost paid by the community college district toward the total cost of the health insurance premium."

Reimbursement shall be issued no later than the last day of each qualifying semester, or within 45 days of submission, whichever is later.

At no point shall the District's proportionate share exceed that which it would have paid if the multidistrict part-time faculty member had been a full-time faculty member participating in the District's most commonly subscribed plan.

3. Coverage Periods for Medical Insurance Programs:

Eligibility for either program in the Spring 2027 semester requires ongoing employment equal to or exceeding 40% of a full-time faculty semester assignment or aggregate 2026-2027 faculty assignment at the District equal to or exceeding 40% of a full-time annual faculty assignment. If eligibility is retained throughout the spring semester, the faculty member shall be covered through June 30, 2027.

Ongoing or initial eligibility for either program in the Fall 2027 semester requires ongoing employment equal to or exceeding 40% of a full-time faculty semester assignment. Ongoing coverage commences July 1, 2027. Initial coverage commences the first day of the month following their first actual working month. If eligibility is retained throughout the fall semester, the faculty member shall be covered through December 31, 2027.

Ongoing eligibility for either program in the Spring 2028 semester requires ongoing employment equal to or exceeding 40% of a full-time faculty semester assignment or aggregate 2027-2028 faculty assignment at the District equal to or exceeding 40% of a full-time annual faculty assignment. Ongoing coverage commences January 1, 2028. Initial coverage commences the first day of the month following their first actual working month. If eligibility is retained throughout the spring semester, the faculty member shall be covered through June 30, 2028.

4. Contingent Upon Funding

This MOU is contingent upon State funding for all costs associated with this program. If at any time the State does not reimburse the District for 100% of the medical plan and/or reimbursement costs associated with the program identified herein due to cancellation of the program, the state's failure to properly reimburse the District, lack of funding, new legislation,

and/or alteration of the program at the State level, this MOU will automatically end, and its terms will be null and void. In the event that this occurs, any participating employee will receive a thirty (30) day notification that the program will end the first of the month following notification.

5. Non-Grievable

Nothing in this MOU is grievable, including the decisions regarding reimbursements, participation, decisions regarding eligibility and expiration of this MOU (including expiration related to State funding). If either party believes there has been a misapplication or misinterpretation of this MOU, then such matters shall be brought to Labor Management for review.

6. Non-Precedent Setting

This MOU is non-precedent setting and there is no expectation that the District will provide any of the benefits and reimbursements outside of the terms set forth herein. Further, nothing in this MOU creates any future obligation by the District to enter into a successor MOU regarding the program, reimbursements, and benefits described herein.

7. Legacy Program for Non-Qualifying Members

During the term of this MOU, any member who:

- Does not qualify for the Chaffey-only healthcare program described in Section 1 above; AND
- Is not participating in the multidistrict reimbursement program described in section 2 above; AND
- Received reimbursement via the Part-Time Medical/Dental Benefits program established in Section 11.5 of the 2023-2026 CBA on or after August 11, 2025

shall be eligible to submit their medical/dental expenses for reimbursement, subject to the following conditions:

In Spring 2027, the District shall allocate $50,000 towards the medical/dental benefits programs outlined below. From Fall 2027 through Spring 2028, the District shall allocate a total of $100,000 towards the medical/dental benefits program outlined below. When the applicable allotment has been exhausted, no further medical/dental benefits will be reimbursed.

Reimbursements shall apply only to actual expenses paid to a provider for the employee, may include premiums and out-of-pocket costs for medical/dental care delivered by a licensed medical practitioner, and shall not include co-pays or elective or cosmetic treatments. The reimbursements will be issued on a first-come, first-served basis until funds are exhausted.

Part-time faculty are not eligible to participate in the Medical/Dental Benefits Program if they do not have a regularly scheduled assignment during the term (s) of their participation.

The District will reimburse the part-time faculty member up to $800 per term for the cost of medical/dental benefits with appropriate application and verification of insurance or out-of-pocket expense. The application must be submitted within 45 days of the cost being incurred.

8. Expiration

This MOU shall expire on June 30, 2028, or if the State does not reimburse the District for 100% of the costs associated with this program identified herein due to cancellation of the program, the state's failure to properly reimburse the District, lack of funding, new legislation, and/or alteration of the program at the state level. If and when this MOU expires/ends, the Part-Time Medical/Dental Program described in Article 11.5 of the 2026-2029 Collective Bargaining Agreement (CBA) will no longer be held in abeyance and will take immediate effect.

9. Contingent on Governing Board Approval

This MOU is contingent upon approval by the Chaffey College Governing Board.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of _____, 2026.

_____ Date: 5October 2026
Chaffey College Faculty Association

_____ Date: 10-7-26
Chaffey Community College District