

TENTATIVE AGREEMENT

EBIA/ETA

April 24, 2018

ARTICLE 10 – BENEFITS

EBIA shall make available to full-time unit members full health and welfare benefits coverage in accordance with the applicable plan(s) as set forth in **Appendix B**. Eligibility for and duration of health and welfare benefits shall be in accordance with the applicable health benefits plan(s) and applicable law. For full-time unit members continuing in employment year-to-year, ~~or~~ teaching summer school, or who provide notice by May 15 of their intent to not return for the following school year consistent with Article 15.2.1, health and welfare benefits coverage extends through the summer break. However, absent extenuating circumstances as determined by EBIA, a unit member who resigns between May 16 and September 1 will be required to reimburse EBIA for the health and welfare benefits premiums paid during the summer break.

Unit members may pay for health and welfare benefits coverage with pre-tax contributions.

Unit members who can provide written proof of alternate health and welfare benefits coverage as required by applicable law through their spouse/registered domestic partner shall receive a “cash in lieu of benefits” stipend of \$3,000 annually in exchange for declining EBIA coverage.

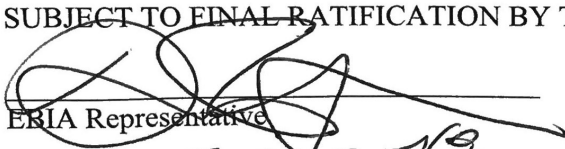
At least once annually, prior to the open enrollment period, EBIA will schedule a staff-wide presentation by the insurance provider to provide information and answer questions about plan options, costs and benefits.

Health benefits shall go into effect no later than the first contractual work day for all bargaining unit members.


EBIA shall make available a 403(b) plan.

EBIA shall provide retirement benefits through CalSTRS, subject to applicable law.¹

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:


EBIA Representative

Date: 5-3-2018


ETA Representative

Date: 5-2-2018

ARTICLE 8 – LAYOFFS AND REEMPLOYMENT

8.1 Layoffs

Layoffs may occur due to programmatic needs, declining enrollment or a reduction in funds. Notice of layoff for the subsequent year will be sent to employees by May 15. For layoffs occurring during the school year, unit members will receive thirty (30) day notice of lay-off and a two (2) week severance payment. This benefit does not apply to employees provided with a lay-off notice by May 15 for the following school year.

If layoffs take place the following criteria shall be considered:

- Legal requirements and qualifications
- Performance evaluations
- Expertise and relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at EBIA shall be the determining factor.

The decision of the Executive Director is final and not subject to the grievance procedure.

8.2 Reemployment

Unit members may be reemployed to a subject area/program for which they hold certification in reverse order of layoff when a vacancy occurs for up to six (6) months from the day of layoff. In the event a unit member on the reemployment list refuses an employment offer twice, they will be removed from the list.

Each unit member on the reemployment list shall be required to provide EBIA in writing with a current address to which a letter of reemployment may be sent.

If a reemployment opportunity exists, EBIA shall mail such a letter to the unit member, certified mail, return receipt requested.

A unit member offered a reemployment opportunity must notify EBIA in writing of their decision within five (5) days of receipt of EBIA's offer.

5.3.18 Cory BHS 5-2-2018