
COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

EVERGREEN EDUCATORS UNITED, AFT-OREGON, AFT, AFL- CIO

AND

EVERGREEN VIRTUAL ACADEMY

2022-2025

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ARTICLE I DEFINITIONS

The following definitions shall apply in this Agreement:

- (a) **"Academic Calendar Year Bargaining Unit Members"** means Bargaining Unit Members that work during the academic calendar.
- (b) **"School Year"** means the days included on the academic calendar August-June.
- (c) **"Agreement"** means this collective bargaining agreement.
- (d) **"Bargaining Unit Member"** means any employee who is included in the Bargaining Unit certified by the National Labor Relations Board.
- (e) **"CBA"** means this Collective Bargaining Agreement between the Parties.
- (f) **"Full-time Bargaining Unit Member"** means a Bargaining Unit Member hired to work at EVA for at least 32-hours per work-week on a regular basis.
- (g) **"Grievance"** means a claim by one or more Bargaining Unit Member or the Union that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- (h) **"EVA"** means Evergreen Virtual Academy, which previously went by the name Oregon Virtual Academy or "ORVA."
- (i) **"Parties"** means EVA, the Union and its Bargaining Unit Members.
- (j) **"Part Time Bargaining Unit Member"** means a Bargaining Unit Member hired to work at EVA for less than 32-hours per work-week on a regular basis.
- (k) **"E2U"** means Oregon Virtual Academy Educators United, AFT-Oregon, AFT, AFL-CIO. E2U anticipates changing its name to correspond to EVA's change in name. At the time of such change, the Parties agree that any reference to E2U herein will be understood to be a reference to the Union.
- (l) **"Union"** means E2U.

ARTICLE II RECOGNITION

EVA recognizes the Union as the sole collective bargaining representative for all full-time and regular part-time professional employees, including Teachers, Counselors, School Psychologists, Instructional Coaches, Coordinators, Social Workers, and Student Support Advisors employed by EVA, but excluding all nonprofessional employees, managers, and guards and supervisors as defined in the NLRA.

ARTICLE III SCHOOL RIGHTS

III.1. School Rights.

EVA solely retains all powers and authority to direct, manage and control its operations except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. As examples of rights that the Parties acknowledge as "school rights," the school's rights and authority includes, but is not limited to, the following:

- (a) All management rights pursuant to Oregon state and Federal law;
- (b) To determine the organization's intention and overall program design, including the curriculum, related educational policies and methods of instruction;
- (c) To take such steps as are necessary or appropriate to fulfill EVA's contractual and legal obligations to its charter authorizer;
- (d) To establish educational policies with respect to admitting and educating students, including without limitation methods for ensuring the rights and educational opportunities of all students;
- (e) To hire, classify, assign, supervise and promote Bargaining Unit Members;
- (f) To request instructional materials (i.e., lesson plans, scope and sequence, planning calendar, presentations, etc.) as needed to supervise, evaluate, and mentor Bargaining Unit Members;
- (g) To determine staffing patterns and design, including the number and types of Bargaining Unit Members and other personnel as necessary;
- (h) To make any decision to lay off or reduce the workforce;
- (i) To ensure the rights and educational opportunities of all students;
- (j) To maintain governance and board operations;
- (k) To move or modify facilities;
- (l) To determine the methods of raising revenue, budget procedures and budget allocations;
- (m) To contract with any third party for one or more services, including without limitation the procedures for obtaining such contract, the scope of work involved in the contract, and the identity of the third party, unless done to intentionally displace a Bargaining Unit Member;
- (n) To determine class size, class staging, class schedules, academic calendar, hours and places of instruction or student assessment policies;

(o) To make and implement decisions concerning use and staffing of experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology;

(p) To enforce any work rule, policy or practice not inconsistent with this Agreement;

(q) To track time during the work day using computer-based software, VoIP phones, or other identified tracking systems; and

(r) To take action on any matter in the event of an emergency or other situation that requires expedited action to ensure student, staff and public safety. EVA retains its right to amend, modify or rescind any work rule, policy and practice referred to in this Agreement in cases of emergency when there is a clear and present danger to the safety of any student, staff member or other person, or when failure to act would result in a violation of applicable law or possible cessation of operation of the school.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by EVA, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. Each of the foregoing rights and powers shall be exercised consistently with the applicable provisions in this Agreement.

ARTICLE IV COMPLIANCE

The Parties recognize that EVA is bound by Federal, State and Local laws and requirements. Nothing in this Collective Bargaining Agreement (the "CBA") is intended to interfere with EVA's compliance obligations. To that end, nothing herein shall prevent EVA from complying with any changes required by Federal, State or Local laws or requirements, even where doing so is inconsistent with the terms of this CBA. In the event that either party believes provisions of this Agreement have become inconsistent with the law it will notify the other of that belief. If either party wishes to bargain over the effects of any changes inconsistent with the terms of this CBA, it shall provide notice and request time to bargain no later than 30 days after notice of the change. Either party may request an extension of time to bargain, which should not be unreasonably denied.

ARTICLE V UNION RIGHTS

V.1. Representation Rights.

(a) The Union maintains those rights specified under the NLRA to represent all Bargaining Unit Members.

(b) Bargaining Unit Members authorized by the Union, shall have the right to represent their colleagues, with no loss of pay or benefits, in investigatory meetings, disciplinary

meetings and for the processing of grievances, provided that such meetings shall occur in accordance with the Articles X (Grievances) and Article IX (Progressive Discipline) herein.

V.2. Access and Communications.

(a) EVA agrees to grant authorized Union representatives reasonable access to EVA's on-site premises during normal hours of operation. Authorized representatives of the Union must follow EVA's visitor policies, including by providing requisite notice.

(b) EVA will provide a link on EVA's webpage to the current Collective Bargaining Agreement.

(c) Authorized Union representatives shall make every effort to not interrupt any Bargaining Unit Member's duties or assignments, and accordingly, shall not meet with any Bargaining Unit Member(s) during live class time and any other already scheduled meetings including IEPs, PLCs, staff meetings, small group instruction, help sessions/office hours, and 1:1 meetings with students and other staff members. Authorized Union representatives may meet with and accompany Bargaining Unit Members to meetings at which the Bargaining Unit Member has Weingarten rights.

V.3. Reserved Union Meeting Time.

(a) EVA shall notify the Union President of its schedule for on-site professional development meetings at the beginning of the school year. The Union shall be allowed to meet for 45 minutes 2 times per year at the end of any on-site professional development meetings, without EVA administrators present.

(b) In the event there is not an on-site professional development meeting, the Union and the Executive Director will work together to schedule time for the meeting referenced here to occur virtually.

V.4. New Employee Orientation.

(a) The Union will be afforded a 30-minute opportunity to conduct an orientation session with all new employees at a mutually agreeable time during orientation, or for Bargaining Unit Members hired during the semester, within 2 weeks of the Bargaining Unit Member's starting date. Such meetings shall occur outside of live class time and any other already scheduled meetings including IEPs, PLCs, staff meetings, small group instruction, help sessions/office hours, and 1:1 meetings with students and other staff members.

(b) EVA shall not require Bargaining Unit Members to attend any conflicting obligations during the Union's scheduled orientation time.

(c) The Union may share Union orientation materials with new hires during the scheduled orientation time.

V.5. Bargaining Unit Member Information.

(a) EVA will provide the Union with a list of all Bargaining Unit Members that includes name, job title(s), Union membership status (to the extent known), hire date and salary, employee ID, work email, personal email, personal and work phone numbers, home address, to the extent EVA has such information. This list will be provided at least one week before the Bargaining Unit Members' first day of work for the school year and then on a monthly basis.

(b) Within 14 days of a Bargaining Unit Member's change in employment status, an EVA designees will notify the Union president of a Bargaining Unit Member's separation from employment or transfer of position.

V.6. Union Release Time.

(a) Union designee(s) shall have a combined total of 7 release days per school year to perform Union responsibilities with no reduction in pay. No more than 3 Bargaining Unit Members may use union release time on the same day. The Union must provide EVA with 72 hours' advance notice when using Union release time under this Article and must comply with EVA's request for leave policies and procedures. Requests for this release time will be approved by the Union president and the Bargaining Unit Member's direct supervisor.

V.7. Labor Management Committee Meetings.

(a) The Parties share an interest in preventative problem solving and in working together on issues relating to contract administration. The Parties shall develop a Labor Management Committee, with representatives from EVA administration and the Union, for this purpose. The Parties will work together to schedule monthly meetings and prepare agendas for the meetings. Should additional meetings be necessary, the Parties can mutually agree to hold additional meetings.

**ARTICLE VI
UNION SECURITY AND DUES**

(a) All Bargaining Unit Members shall, as a condition of employment, shall be either members of the Union or, alternatively, shall elect to pay service fees in lieu of Union dues and shall be considered fair share fee payers. EVA shall deduct from the first payment received each month by such Bargaining Unit Members the Union dues and assessments for the current month and promptly remit the same to the appropriate officer of the Union. If dues are not deducted one month for any reason, they shall be deducted the following month with notice from the Union and EVA to the Bargaining Unit Member. The Union must provide EVA timely notification as to the amount of dues to be deducted.

(b) EVA will deduct the assessments and monthly dues on the first payday in the month. When a Bargaining Unit Member quits, is discharged, or is laid off, any of the foregoing amounts due will be deducted from the last pay payable, subject to any applicable laws.

(c) The Union shall indemnify and save EVA harmless against any and all claims, demands, suits, cause of action, or other forms of liability that arise out of or by reason of

action taken or not taken by EVA in reliance upon signed authorization cards furnished to EVA or for the purpose of complying with any of the provisions of this Article, including without limitation the administration of the dues check off and any act or action in connection therewith and such identity and agreement to hold EVA harmless shall include timely payment of any costs and attorneys' fees.

(d) The dues authorization and assignment shall be irrevocable for the term of this Agreement between the Union and EVA, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to EVA and the Union within fifteen (15) days of any periodic renewal date of this authorization and assignment of any desire to revoke the same.

(e) Union membership is required pursuant to Paragraph 1 only to the extent that Bargaining Unit Members must pay either (1) the periodic dues or (2) service fees. Bargaining Unit Members who elect to pay service fees will be considered fair share fee payers. A fair share fee payer shall pay an amount that is equivalent to the proportion of the dues corresponding to the proportion of the Union's total expenditures that support representational activities. The Union shall notify EVA of all such employees and the appropriate fee that such bargaining unit members are required to make.

(f) The Union agrees that written notice shall be given to EVA at least seventy-two (72) hours before any Bargaining Unit Member is required to be removed from their employment by reason of the Bargaining Unit Member's failure to become or remain a member of the Union or fee payer, pursuant to Paragraph 5 herein. The above seventy-two (72) hours may be used by the Bargaining Unit Member to correct the situation.

ARTICLE VII NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

EVA and the Union will work together to insure that equal employment opportunities will be provided to all qualified individuals without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam- era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation, or gender identity or expression in accordance with applicable federal, state and local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

EVA will maintain a comprehensive process to investigate complaints and concerns regarding discrimination or retaliation.

ARTICLE VIII EVALUATIONS

VIII.1. Evaluation Process.

(a) The Evaluation process for Bargaining Unit Members is as currently defined in the current EVA Growth and Evaluation System document, which governs identification of areas for improvement and good faith support and timelines to accomplish such improvement.

(b) Until an agreement with respect to the evaluation process is agreed to in accordance with Section 4 herein, Probationary Bargaining Unit Members will be evaluated using the "at will" evaluation outlined in the EVA Growth and Evaluation System document.

(c) If any references or procedures in the current EVA Growth and Evaluation System document are contrary to any provision of this Agreement, the provisions of this Agreement shall prevail.

(d) Both parties agree that no changes to the evaluation process will be made without agreement through the processes identified herein.

(e) EVA will provide evaluation to Probationary Bargaining Unit Members by March 15 and non-probationary Bargaining Unit Members by May 15 of each school year and Members will be evaluated by an EVA Administrator. Evaluation standard ratings are not subject to the grievance and arbitration procedure. Bargaining Unit Members may still utilize the current process to meet with an evaluator or administration to discuss disagreements with any ratings they receive.

VIII.2. Programs of Assistance.

(a) Programs of Assistance are defined in the Evaluation Handbook as Directed Plans and are subject to administrative discretion on timeline and process.

(b) Once a Program of Assistance is developed, it will be followed accordingly by both parties and may be adjusted prior to completion based on the Bargaining Unit Member's progress.

(c) Upon completion of EVA's evaluation, if a Bargaining Unit Member's performance is unsatisfactory, as determined by EVA, they will be placed on a Program of Assistance, which will be evaluated and supported based on guidelines in the EVA Growth and Evaluation System document.

(d) Upon completion of the Program of Assistance, continued unsatisfactory performance, as determined by EVA, may be cause for termination.

(e) Placement on a Program of Assistance shall not be grounds for a grievance.

(f) Lesson plans may be required throughout the length of the Program of Assistance.

VIII.3. Evaluation Committee.

Within 12 months of ratification of this Agreement, the Parties will work together to establish a balanced Evaluation Committee consisting of four (4) administrators appointed by EVA and four (4) Bargaining Unit Members appointed by the Union (to the greatest extent possible, the Bargaining Unit Members shall include proportionate representation across the school). If the Committee believes any changes are necessary to the existing evaluation process, the Committee shall have the authority to bargain those changes for the Parties. The Parties may mutually agree to a different number of Committee participants. Should further changes to the evaluation process be needed, the parties agree to reconvene the Evaluation Committee as specified in this provision.

ARTICLE IX PROGRESSIVE DISCIPLINE

IX.1. Progressive Discipline.

(a) No Bargaining Unit Member shall be involuntarily disciplined, dismissed, reduced in rank or compensation without just cause and due process. The Parties embrace the concept of progressive discipline for Bargaining Unit Members. To that end, when concerns arise as to a Bargaining Unit Member's conduct or behavior, EVA will adhere to the following progressive discipline process for Bargaining Unit Members, subject to any exceptions set forth herein:

(i) **Verbal Counseling.** EVA will schedule a conversation with the Bargaining Unit Member. After the conversation, within 10 days of the conversation, EVA will provide the Bargaining Unit Member a written summary of the verbal counseling, including expectations for future behavior.

(ii) **Written Counseling.** EVA will issue the Bargaining Unit Member a written document or memo outlining the conduct or behavior at issue and outlines expectations for future behavior.

(iii) **Termination.** In the event that a Bargaining Unit Member's behavior or conduct continues to fail to meet expectations as determined by EVA, EVA may terminate the Bargaining Unit Member's employment.

(b) Progressive discipline does not necessitate EVA to use a more severe disciplinary action than the preceding action for a repeated offense and does not necessitate a prescribed number of written or verbal warnings. However, nothing in this provision prevents EVA from issuing more severe disciplinary actions, or disciplinary actions that are progressive under the above process.

(c) The Parties agree that progressive discipline is generally intended to correct a Bargaining Unit Member's misconduct. As such, with the exception of termination, all disciplinary action shall include specific recommendations to correct the misconduct.

IX.2. Due Process.

(a) EVA respects the rights of Bargaining Unit Members to have Union representation at disciplinary meetings. During each step of the progressive discipline process, EVA will provide Bargaining Unit Members notice of the behavior or conduct that has led to the discipline in writing, an opportunity to respond to the discipline in writing and notice that union representation is permitted at any disciplinary meeting. Where a Bargaining Unit Member requests Union representation for disciplinary matters, EVA will provide the Union representative with copies of all relevant disciplinary documents.

(b) The Bargaining Unit Member shall be provided a timely opportunity to meet with EVA representatives, to discuss the allegations and to respond. If a disciplinary meeting is held, a Union representative(s) may, at the Bargaining Unit Member's option, also attend the meeting. Where a Union representative is not available to accompany a Bargaining Unit Member to an investigatory or disciplinary meeting, and their presence is requested, EVA shall reschedule the meeting to a time that enables the Bargaining Unit Member to have a Union representative present. Union investigatory meetings, and meetings between Union representatives and Bargaining Unit Members, shall occur outside of live class time and any other already scheduled meetings including IEPs, PLCs, staff meetings, small group instruction, help sessions/office hours, and 1:1 meetings with students and other staff members.

(c) Copies of all disciplinary documents, including written responses, will be maintained in the Bargaining Unit Member's personnel file. Discipline may further be considered as part of a Bargaining Unit Member's evaluation, pursuant to Section VIII, herein.

(d) For all meetings provided for under this Article, the parties will make themselves available in a timely manner.

IX.3. Confidentiality.

When imposing discipline, EVA shall maintain confidentiality consistent with any legal requirements and to the extent practicable.

IX.4. Skipped Steps and Suspension.

(a) In cases where a Bargaining Unit Member engages in serious misconduct (including but not limited to offenses such as fighting, theft, insubordination, threats of violence, the sale, possession or use of illegal drugs or abuse of alcohol or drugs during working time, bullying of students or staff or inappropriate conduct with students), any of the above steps may be skipped at the determination of EVA and such conduct may result in immediate termination.

(b) Additionally, depending on the nature of the conduct at issue, EVA may choose to suspend a Bargaining Unit Member while it investigates the conduct or behavior at issue or where the conduct at issue warrants removal of the Bargaining Unit Member from their responsibilities.

(c) Suspensions without pay may be implemented for up to 15 days. In the event that EVA concludes that the investigation findings do not support an unpaid suspension,

within 7 days of the conclusion of the investigation, EVA will issue payment to the Bargaining Unit Member for any unpaid portion of a suspension.

IX.5. Right to Grievance.

All Bargaining Unit Members have the right to grieve written counseling and suspensions issued in contravention of this Article. Non-probationary Bargaining Unit Members also have the right to grieve terminations implemented in contravention of this Article. When a termination results, however, after a third party investigatory agency, such as the Oregon state or local police, Oregon Department of Education, or the Oregon Department of Human Services, makes an investigatory finding of harm to students (physical, sexual or emotional abuse/harassment), such termination decision is not subject to the grievance process. All Bargaining Unit Members, regardless of probationary status, may grieve violations of Section 4 herein.

**ARTICLE X
GRIEVANCE AND CONFLICT RESOLUTION**

X.1. Definitions & General Conditions.

(a) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting Bargaining Unit Members.

(b) A grievance is a claim by one or more Bargaining Unit Member(s) or the Union that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

(c) A grievant is a Bargaining Unit Member or the union who brings a grievance in accordance with the process outlined herein.

X.2. Right to Representation.

Bargaining Unit Members may be represented at all stages of the conflict resolution process by a Union representative(s), if they so choose. A copy of the grievance will be issued to all affected parties.

X.3. Informal Resolution.

(a) The Parties prioritize resolving conflict in an informal, expedited manner. To that end, when a Bargaining Unit Member knows of a situation giving rise to a grievance, the Bargaining Unit Member shall attempt to resolve the grievance by discussing it with the appropriate administrator, either directly or accompanied by an E2U Representative, with the object of resolving the matter informally. Where the Union is bringing the grievance forward, a Union representative(s) may be the party(ies) that meets with the appropriate administrator to attempt to resolve the matter informally.

(b) Bargaining Unit Members must request an informal resolution conversation within fifteen days of the alleged violation or within thirty (30) days of when the grievant had knowledge of the facts concerning the alleged violation. EVA will schedule an informal resolution

conference within 10 days of the grievance being brought to its attention. The Parties may mutually agree to extend the time-frames for informal resolution set forth herein.

X.4. Resolution Level 1.

(a) If the matter is not resolved informally, no later than 15 days after the informal conference, the Grievant shall submit the claim as a formal Grievance, in writing to their direct supervisor.

(b) Barring unusual circumstances, a Resolution Level 1 conference will be held within 7 days of EVA receiving the written grievance and include the appropriate administrator, the grievant, and should the grievant so choose, an Union representative.

(c) Within 7 days of the Resolution Level 1 conference, EVA shall deliver a response to the grievant and the Union in writing, together with supporting reasons for the decision.

X.5. Resolution Level 2.

(a) If the grievant is not satisfied with the Level 1 decision, or if no decision is rendered within the required time, the Grievant shall submit a written appeal of the Grievance to the Executive Director.

(b) Barring unusual circumstances, a Resolution Level 2 conference will be held within 7 days of EVA receiving the written appeal and include the Executive Director, the grievant, and should the grievant so choose, an Union representative.

(c) Within 5 days of the Resolution Level 2 conference, EVA shall deliver a response to the grievant and the Union in writing, together with supporting reasons for the decision.

X.6. Mediation.

(a) If the Grievant is not satisfied with the decision rendered at Level 2, within 5 days of receipt of the Level 2 decision, the Grievant shall notify EVA of its intent in writing to pursue appeal of the grievance. The Parties may mutually agree to request that a mediator from a mutually agreeable dispute resolution center be assigned to assist the parties in the resolution of the grievance, with EVA and the Union to split the cost of the mediator's services equally. If EVA and the Grievant do not mutually agree that mediation is desirable, then following Resolution Level 2, the grievance may proceed to arbitration.

X.7. Arbitration.

(a) Within 15 days of receipt of the decision at Level 2, or if no decision is rendered within the required time, or within 15 days of an unsuccessful mediation, if the grievant is not satisfied with the decision, the Union shall submit the grievance to final and binding arbitration upon written notice to the Executive Director.

(b) The Union and EVA shall meet within 5 days of the written notification to mutually select a neutral arbitrator. If the Parties fail to agree on the selection of an arbitrator

within 7 days, the Parties agree to request a panel of arbitrators from the Federal Mediation Conciliation Service ("FMCS"). The order of striking arbitrators shall be determined by lot and the arbitrator shall be selected by alternatively striking names until only one remains.

(c) Within 3 days of selecting an arbitrator, the Union must take all necessary steps to initiate the arbitration with the arbitrator. If the arbitrator selected cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty (60) days.

(d) The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings in labor disputes.

(e) The arbitrator shall have no power to add to, subtract from, disregard, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.

(f) The arbitrator's award shall be final and binding upon the grievant(s), EVA and the Union, subject to all applicable laws. Where applicable, a final and binding award which determines the merits of the dispute shall be conclusive on the grievant(s), EVA and the Union in any subsequent proceedings.

(g) All fees and expenses of the arbitrator, FMCS services, and any other costs, excluding attorneys' fees, shall be shared equally by EVA and the Union. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.

X.8. Miscellaneous

(a) Nothing shall prevent an extension of the timelines as specified in this provision if mutually agreed to by both parties.

(b) The Parties recognize the desire not to disrupt instructional and working time for issues related to grievances. To that end, grievance meetings, and meetings between Union representatives and Bargaining Unit Members, shall occur outside of live class time and any other already scheduled meetings including IEPs, PLCs, staff meetings, small group instruction, help sessions/office hours, and 1:1 meetings with students and other staff members. For arbitration hearings, if the total time off from Bargaining Unit Members exceeds two days, the grievant(s) must utilize Union release time in order to attend the arbitration and must adhere to EVA's policies and procedures for requesting time off.

(c) Where a grievant is not represented by the Union, EVA shall promptly furnish to the Union a copy of the grievance. EVA shall not agree to a final resolution that impacts more than the individual Grievant, until the Union has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter. EVA shall notify the Union of all grievance resolutions, even those that only impact an individual Grievant.

Notwithstanding this subsection, the decision to advance a case to Arbitration rests solely with the Union.

ARTICLE XI EMPLOYMENT STATUS

XI.1. Bargaining Unit Member Resignation.

The Parties recognize that it is in the interest of EVA's students, and to all fellow Bargaining Unit Members, that Bargaining Unit Members remain employed for the duration of the entire school year. When resignations cannot be avoided mid-year, Bargaining Unit Members must provide EVA 60 days of notice so that EVA can make necessary arrangements to support its students. If a bargaining unit member gives 60 days' written notice of termination, the Bargaining Unit Member shall be entitled to compensation and benefits for the days the Bargaining Unit Member continues to work.

XI.2. Return to Work.

To ensure appropriate staffing levels for its students, in accordance with EVA's procedures, Bargaining Unit Members must notify EVA of their return to work decisions for the subsequent school year by March 15. If EVA makes hiring decisions on the basis of an indication that the Bargaining Unit Member will not return and the Bargaining Unit Member subsequently changes their intentions, the Bargaining Unit Member may be subject to layoff, notwithstanding the provisions outlined in Article XII Reduction in Force herein.

XI.3. Probationary Period.

Current Bargaining Unit Members shall be classified as probationary for the first 2 complete school years of consecutive employment with EVA. Bargaining Unit Members hired after August 1, 2022, shall be classified as probationary for the first 3 complete school years of consecutive employment with EVA. For purposes of determining what qualifies as a "complete" school year for a probationary Bargaining Unit Member, work performed for 135 consecutive days in any school year qualifies as a "complete" school year. Work performed for less than 135 consecutive days is not considered a "complete" school year and the Bargaining Unit Member's service will not count as a "complete" school year for purposes of probation. Probationary Bargaining Unit Members may be released from employment at any time consistent with this Agreement. Bargaining Unit Members discharged during the Probationary Period may not contest their discharge through the grievance and arbitration procedure.

In the event of a non-renewal or dismissal of a probationary Bargaining Unit Member, EVA shall provide the Bargaining Unit Member a written explanation of the decision.

If a Bargaining Unit Member with Probationary status will not be renewed, they will receive a non-renewal letter from EVA by March 31 with a written explanation of the reason for their non-renewal. Upon request, the Bargaining Unit Member may appeal the decision to the Executive Director (either in person or by a Union representative), provided that nothing herein limits EVA's discretion to non-renew a probationary Bargaining Unit Member.

XI.4. Temporary Bargaining Unit Members.

A temporary Bargaining Unit Member is a Bargaining Unit Member hired for a specific duration. The Parties recognize that there may be instances, including for example grant-funded positions or leaves of absence, where EVA may need to hire temporary positions with specific durations. Temporary Bargaining Unit Members have all of the protections afforded under this Agreement including Article XII (Reduction in Force) Section 3, except for the expectation of continued employment beyond the duration of their contract or the grant. Temporary Bargaining Unit Members may not grieve termination due to the end of their contract or grant-funded position.

ARTICLE XII REDUCTION IN FORCE

XII.1. Scope.

EVA may determine in its sole discretion that it must reduce the number or type of Bargaining Unit Members employed for economic, programmatic, funding, enrollment-based or compliance reasons.

For the purpose of this article, qualification and competence are defined in ORS 342.934. In this definition, the terms such as "teacher" and "teach" are interchangeable with the title and job duties of each individual Bargaining Unit Member.

XII.2. Notice.

(a) Barring extraordinary reason:

(i) EVA shall notify the Union no less than 30 days in advance of the effective date of the layoff that it anticipates executing a reduction in force so that the parties can discuss the impact of any anticipated layoff.

(ii) EVA shall offer the opportunity for Bargaining Unit Members to volunteer for an anticipated layoff. Volunteers will respond within 48 hours of notification to be considered prior to individual layoff notifications.

(iii) In the event that the Union wishes to bargain over the effects of any layoff, it shall provide notice to EVA no later than 15 days after EVA's notice of layoff.

(iv) EVA shall notify any Bargaining Unit Member who will be laid off no less than 21 days in advance of the effective date of the layoff.

(b) Bargaining Unit Members who will be laid off will be entitled to a letter of employment verification from EVA.

XII.3. Order of Lay-Off.

(a) Within the affected departments, positions or schools, Bargaining Unit Members shall be laid off in the following order, subject to any applicable laws:

(i) Bargaining Unit Members whose most recent overall Professional Practice/Professional Responsibility summative performance evaluation rating is a Level 1, as defined in the EVA Teacher Growth and Evaluation System, or for Student Support Team, an equivalent rating under the Classified Evaluation.

(ii) Probationary Bargaining Unit Members as defined in Article XI (Employment Status).

(iii) By reverse order of seniority (defined as a Bargaining Unit Member's total length of service at EVA).

(b) Notwithstanding the foregoing, EVA maintains the discretion to consider a Bargaining Unit Member's unique qualifications and competence (i.e., dual-certification, specific qualification/endorsement, and cultural and linguistic expertise) in making layoff determinations. EVA shall further retain Bargaining Unit Members who hold proper licenses at the time of the layoff to fill the remaining positions in a way that meets the curriculum and course offering needs of EVA.

(c) For purposes of this Article, a unit member's seniority date is the date on which they began regular employment. For any Bargaining Unit Member with a break in service, the most recent date of regular employment is the seniority date. A break in service is defined as a separation of employment. In the event two or more members share the same seniority date, EVA will make a determination in consideration of the factors noted above.

(d) If a Bargaining Unit Member previously promoted to an advanced position (i.e. TOSA) is subject to a layoff in accordance with this provision, they will be offered a different teaching position within EVA.

(e) Beginning August 1, 2022, a Bargaining Unit Member who is notified that the position held will be eliminated shall have the right to displace a less senior Bargaining Unit Member. Bargaining Unit Members who are laid off shall only be displaced under this provision if (i) they were laid off pursuant to 3(a)(ii)-(iii) above, and (ii) the more senior Bargaining Unit Member is, at minimum, as equally qualified and competent as the Bargaining Unit Member currently holding the position. The displacement shall only occur within the same area of the school as the eliminated position as follows:

- (i) Elementary
- (ii) Middle School
- (iii) High School
- (iv) Student Support Team (not grade band specific)
- (v) Special Programs (not grade band specific)

(A) Special Programs Specialist and Coordinator positions cannot be displaced unless the more senior Bargaining Unit Member is substantially

more qualified and competent to perform the specialized duties than the Bargaining Unit Member currently holding the position

(f) If a Bargaining Unit Member previously hired as a certified teacher voluntarily transferred to a grant-funded position is subject to a layoff in accordance with this provision, they will be offered a different teaching position within EVA.

(g) EVA will take into account anticipated resignations and voluntary departures when making layoff determinations.

XII.4. Grievance Procedure.

EVA's decision to conduct a layoff is not subject to grievance. However, alleged violations of the procedures outlined herein are subject to the grievance procedures in this Agreement.

XII.5. Layoff Reduction to Part-Time.

A Bargaining Unit Member's permanent full-time seniority status shall be retained if the member is reduced to part-time because of reduction in force. Any teacher who is being reduced to part-time shall receive notification as soon as possible, but no later than that specified in Section 12.2. The written notice shall include the number of hours of employment, the effective date of reduction, reasons for reduction, and conditions under which a return to full-time employment will occur.

XII.6. Recall List.

(a) Bargaining Unit Members who have been laid off after August 1, 2022 shall have the opportunity to be placed on a Recall List for a period of 12 months following the effective date of the layoff and shall be offered reemployment in order of seniority, provided that they were laid off pursuant to 3(a)(ii)- (iii) above.

(b) To be placed on the recall list, the Bargaining Unit Member will submit their updated resume to HR on or before their layoff effective date. The updated resume should include the email that will be used for the potential recall.

(c) If and when a Bargaining Unit Member position opens, it will be offered to the most senior unit member on the Recall List who is qualified and/or competent to perform the duties of the open position. The offer is to be made by email to the email address on file for the Bargaining Unit Member. The Bargaining Unit Member shall have 48 hours (2 business days) from the date of the email to respond to the offer. If they decline or do not respond within 48 hours, the Bargaining Unit Member will be removed from the list for any future positions.

(d) When a Bargaining Unit Member is re-employed, the time spent on the Recall List shall not constitute a break in service but for all purposes will be treated as time spent on an unpaid leave of absence.

XII.7. Benefits.

(a) Bargaining Unit Members shall continue to receive salary for 30 days following notice of layoff and shall receive benefits until the end of the month following the effective date of the layoff. Should the Bargaining Unit Member elect to enroll in COBRA, EVA agrees to contribute the same dollar amount it previously provided towards the Bargaining Unit Members insurance coverage for the month following the effective date of the layoff.

(b) If a Bargaining Unit Member receives a RIF layoff notice but works until the end of the student school year they will continue to receive pay and benefits for the entire student school year, any remaining payment to be paid in one lump sum on the pay period following the last day of student attendance.

ARTICLE XIII WORKING CONDITIONS

XIII.1. Work Day.

(a) All Bargaining Unit Members' standard work day is 8 continuous hours and includes one 30-minute, duty-free lunch. A Bargaining Unit Member's standard work day starts 30 minutes prior to the start of the first class of the master schedule to which the Bargaining Unit Member is assigned.

(b) Beginning and end times to the work day will be determined by the master schedule each year.

(c) Bargaining Unit Members required to participate in any event or meeting that falls outside of the 8-hour day shall be allowed to flex their schedule or choose comp time in coordination with their supervisor.

(d) The master schedule will fall between 8:00 a.m. and 5:00 p.m. Any change to this time frame is subject to further bargaining by the Union.

XIII.2. Work Year.

The regular work year for Certified Bargaining Unit Members serving in instructional roles shall include no more than 198 contract days (including 9 paid holidays as per Article XIII.16 (Holidays) and noted below and no more than 200 contract days for new EVA bargaining unit members (including paid holidays as per Article XIII.16 (Holidays)). EVA anticipates contract days to be reflected as follows:

(a) 175 student days

(b) Six (6) pre-service, non-student-contact days which include at least one (1) professional development day for all Bargaining Unit Members. New EVA Bargaining Unit Members shall attend two (2) additional pre-service, non-student contact days. The remaining pre-service days will be reserved for planning and preparation. The pre-service days will occur immediately preceding the student return date (not including Labor Day).

(c) Three (3) grading/assessment days which include two (2) days at the end of the first semester; one (1) day at the end of the second semester.

(d) One (1) post-service day at the end of the school year

(e) Teachers will be allotted 4 dedicated hours at the end of first quarter and 4 dedicated hours at the end of third quarter for grading. These will be on student contact days.

(f) Four (4) professional development days

(g) The following paid holidays: Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Juneteenth; Labor Day; Veterans Day; Thanksgiving Day, Day Before & Day After.

EVA maintains discretion to adjust how contract days are specifically allocated within the above categories. Based on the school calendar, Winter Break, Spring Break, and Summer Break are considered to be outside the contracted work year.

Bargaining Unit Members will be notified of their starting date prior to the close of the preceding school year.

XIII.3. Schedule for Specific Roles.

(a) Counselors, School Psychologists, School Social Workers, Coordinators, Deans, and Student Support Team (SST) Bargaining Unit Members' will have five (5) additional contract days.

(b) A Bargaining Unit Member may voluntarily make arrangements with their direct supervisor for additional days that will be compensated at their hourly rate per Section XIII.5 (Equitable Class Size and Workload).

XIII.4. EVA Events.

The Parties recognize that it benefits EVA's students and community to hold extracurricular and enrichment opportunities for students and families. Bargaining Unit Members are expected to attend a minimum of four but no more than six in-person enrichment opportunities throughout the academic year during the Bargaining Unit Member's 8-hour continuous work day. Bargaining Unit Members may be required to attend EVA's open house or graduation events based on location within 50 miles of the event. EVA shall notify Bargaining Unit Members by the first day of pre-service in August whether they will be required to attend open house and notify Bargaining Unit Members by the first day of second semester whether they will be required to attend graduation. If an event occurs after work hours, those Bargaining Unit Members required to attend will (1) be credited for one of the required in-person enrichment events and (2) granted comp time equivalent to the length of the event and time spent commuting, if outside of work hours. Comp time can be used prior to or after the EVA event and usage must be approved and needs to be communicated to the Bargaining Unit Member's supervisor prior to use.

XIII.5. Equitable Class Size and Workload.

Nothing in this article limits the Union's ability to bargain over changes in working conditions.

(a) EVA shall make every effort to maintain equitable workloads between Bargaining Unit Members within grade levels/ departments/schools/ positions.

(b) In the event a Bargaining Unit Member perceives an inequitable distribution of workload, assignment, or class size, the Bargaining Unit Member may submit a written request. The immediate supervisor will review the concern with the Bargaining Unit Member within five (5) contract days, during which time the Bargaining Unit Member may suggest options for the supervisor's consideration, which may include but is not limited to a monetary stipend or a reduction of workload/live classes/additional duties. If the Bargaining Unit Member is not satisfied with the immediate supervisor's solution, the Bargaining Unit Member may submit a written request and shall be granted a review by the Executive Director.

(c) EVA and the Union agree that high student-educator ratios may diminish time available to addressing individual student needs, or may limit the scope of their activities. Operating within that framework, EVA shall make every effort to maintain the following parameters in these areas:

(i) **Middle School.**

(A) **Synchronous.** No more than three (3) synchronous course preps per year for core required subjects. One Synchronous prep means 2-5 regularly scheduled whole group lessons per week. If a Middle School core subject Bargaining Unit Member is assigned more than three (3) course preps that include synchronous instruction, they will be additionally compensated with a monetary stipend and/or a reduction of workload/live classes/additional duties, as determined by EVA after a collaborative conversation with the Bargaining Unit Member.

(B) **Combined.** No more than three (3) synchronous non core courses (as defined above) and two (2) asynchronous prep courses (as defined in High School ii) per semester, unless it is agreed upon by the Bargaining Unit Member. Asynchronous elective and non core subject courses that are considered self-paced, pass/fail courses are not subject to Asynchronous course limits.

(C) **Asynchronous.** When teaching only asynchronous prep courses (as defined above), no more than nine (9) per semester, unless it is agreed upon by the Bargaining Unit Member, with a combined maximum total of 500 students per semester.

(ii) **High school.**

(A) No more than three (3) synchronous course preps per semester. Synchronous prep means 2-5 regularly scheduled whole group lessons per week per section per course. If a Secondary Bargaining Unit Member is

assigned more than three (3) course preps that include synchronous instruction, they will be additionally compensated with a monetary stipend and/or a reduction of workload/live classes/additional duties, as determined by EVA after a collaborative conversation with the Bargaining Unit Member.

(B) No more than four (4) combined synchronous (as defined above) and asynchronous prep courses per semester, unless it is agreed upon by the Bargaining Unit Member. Asynchronous means no more than 1 scheduled whole group lessons per week per section per course (i.e. Credit Recovery and Independent Study).

(C) When teaching only asynchronous prep courses (as defined above), no more than six (6) per semester, unless it is agreed upon by the Bargaining Unit Member, with a combined maximum total of 400 students per semester.

(iii) **Elementary school.**

(A) Maximum class size of 55.

(iv) **Special Education.**

(A) For Special Education Teachers who have teaching responsibilities but who are not the primary teacher for a course, caseloads of 30 students whose IEP includes SDI services provided by a special education teacher at EVA.

(B) For Special Education Teachers who are the primary teacher for course(s), caseloads of 20 students whose IEP includes SDI services provided by a special education teacher at EVA.

(C) For purposes of Section 2(A) above as it relates to Special Education, these considerations may include, but are not limited to: scheduled teaching hours per week, number of students across SDI sessions, SDI content areas taught, push-in sections, team teaching sections, course preps as primary teacher, caseloads, and varying needs of students on caseloads.

XIII.6. Coverage.

(a) Coverage is defined as the situation in which a Bargaining Unit Member covers for another Bargaining Unit Member who has been out for more than 2 consecutive contract days and will be limited to 4 hours per day. Bargaining Unit Members will not be mandated to cover unless no other volunteer or substitute is available.

(b) A Bargaining Unit Member who provides coverage as per 3A and who works beyond what is outlined in their job description will be offered the choice of flex time or compensation as follows:

(i) Bargaining Unit Members filling in for a certified position or is certified and performing extra duties will be paid \$35 per hour.

(ii) Bargaining Unit Members filling in for a classified position or is classified and performing extra duties will be paid \$25 per hour.

XIII.7. Extra Duties.

Bargaining Unit Members will be compensated for pre-approved extra duties not included in the annual contract. For clarity, any such extra duties should be pre-approved in writing with reference to the applicable hourly compensation. Hourly compensation will be as outlined in 3B.

XIII.8. Residency.

In order to best meet the needs of the students and to effectively fulfill all job duties and responsibilities, EVA requires Bargaining Unit Members to live in the State of Oregon. Members will not be permitted to live outside of the state, unless they receive approval from EVA's Executive Director to reside out of state either at the time of hire or before the Bargaining Unit Member moves out of state. A Bargaining Unit Member approved to live out of state shall be expected to fulfill their job duties or responsibilities. If a Bargaining Unit Member who has been previously approved to live out of state is determined to be unable to fulfill their job duties or responsibilities to the fullest may be subject to disciplinary or remedial consequences pursuant to Article IX (Progressive Discipline) or Article VIII (Evaluations). Notwithstanding the foregoing, EVA will attempt to employ teachers and staff who live in Oregon. EVA will inform the Union in writing when a Bargaining Unit Member receives approval to live out of state.

XIII.9. Participatory Committees.

EVA is committed to operating a number of committees to help the school succeed with the input of its employees. In order to ensure sufficient participation, all Bargaining Unit Members are expected to participate in one EVA committee each school year. Nothing in this provision limits a Bargaining Unit Member's ability to volunteer for more than one committee. Any required committee meetings will occur within the workday.

XIII.10. Assignments and Vacancies.

(a) Definitions.

(i) An "**Assignment**" is the initial placement in a department, content area, grade level, or course assignment.

(ii) A "**Reassignment**" is the change of the initial placement of a Bargaining Unit Member as defined in Section 1A above.

(iii) A "**Vacancy**" is any position that does not have a Bargaining Unit Member assigned to it. This includes any vacated, promotional or newly created position that is part of the bargaining unit.

(b) **Assignments.**

(i) EVA will make every attempt to notify Bargaining Unit Members of their tentative assignments for the next school year on or before the last day of the Member's work year calendar. EVA will notify Bargaining Unit Members in writing of their assignment(s) prior to the Bargaining Unit Member's return date for the school year.

(ii) Assignments shall not be changed except as specified in Sections c (Voluntary Transfers and Reassignments) and d (Involuntary Transfers and Reassignments) of this Section XIII.10.

(c) **Voluntary Transfers and Reassignments.**

(i) A Bargaining Unit Member may request a reassignment at any time when a vacancy exists. The Employer shall follow the procedures in Section e (Vacancies) of this Section XIII.10 when a Bargaining Unit Member requests a reassignment.

(ii) EVA may ask a Bargaining Unit Member if they are interested in a change of assignment, which the Bargaining Unit Member may voluntarily accept.

(iii) The Bargaining Unit Member may accept the change or Section d (Involuntary Transfers and Reassignments) of this Section XIII.10 may apply.

(d) **Involuntary Transfers and Reassignments.**

(i) The Employer may make involuntary reassignments of a Bargaining Unit Member(s) related to changes to enrollment, programmatic changes, or compliance as follows:

(A) EVA shall determine positions needed by department and/or content area.

(B) EVA will consider Member's preferences during reassignment.

(C) If an involuntary transfer is necessary and a tentative decision for such involuntary transfer(s) is determined, but prior to the final decision being made, a meeting will be held with the Bargaining Unit Member's supervisor to inform the Bargaining Unit Member of the reason(s) for such transfer. The Bargaining Unit Member will be given the opportunity to ask questions regarding the proposed transfer and, if appropriate to the cause of the proposed transfer, to present evidence and/or reasons on their behalf to dispute or to alter the conditions of the proposed transfer. The meeting shall be preceded by a written notice to the Bargaining Unit Member of the subject to be discussed at the meeting.

(D) A Bargaining Unit Member who has been involuntarily transferred to satisfy EVA staffing needs will, other factors being equal, be given preferential treatment in the matter of subsequent voluntary transfer requests.

(e) **Vacancies.**

(i) EVA shall notify all staff of vacancies and/or new positions via email 2 business days before the external posting. The notice shall contain credentials, and qualifications necessary to meet the requirements of the position. Nothing herein shall prevent EVA from also posting positions externally and from selecting the candidate best qualified for the vacant position. All other factors being equal:

(A) Internal candidates will be guaranteed an interview. Preference will be given to internal candidates with satisfactory performance and appropriate credentials.

(B) Internal candidates will be given preferential considerations in the selection process, provided that they are equally as qualified as external candidates.

XIII.11. **Substitutes.**

(a) **Definitions.**

(i) A short-term substitute is defined as someone working for thirty (30) or fewer contract days per school year. Short-Term Substitutes are not part of the bargaining unit and are not governed by this Agreement.

(ii) A long-term substitute is defined as someone working for more than thirty (30) contract days per school year.

(b) **Non-Applicable Contract Provisions for Long-Term Substitutes.**

(i) The following articles within this Agreement are not applicable to Regular Long-Term Substitutes:

- (A) Participatory Committees
- (B) Employment Status
- (C) Assignment & Vacancies
- (D) Internet Resources
- (E) Evaluations
- (F) Benefits
- (G) Salary
- (H) Leaves of Absence

(I) Further specifics related to substitute assignments are outlined below.

(c) **Compensation.**

(i) Long-term rate of pay for certified roles will be at least \$221 per day. The use of sick leave will not be considered a break in consecutive days.

(ii) Long-term rate of pay for classified roles will be at least \$130 per day. The use of sick leave will not be considered a break in consecutive days.

(iii) If a long-term substitute works less than a full day, pay will be prorated.

(iv) The long-term compensation rate does not trigger until the substitute exceeds 30 days.

(d) **Dues.** Subject to Article VI (Union Security & Dues), the E2U shall establish the amount to be deducted for long-term substitutes during any pay period for which they work.

(e) **Benefits.** Long-term substitutes accrue sick leave at a rate of 2 hours per 40 hours worked and can use accrued sick leave as outlined in Article XIV (Leave of Absence).

(f) **Internal Substitution.** Nothing in this Article prevents EVA from utilizing internal substitutes, subject to their voluntary agreement, at a rate specified in Section XIII.5 (Equitable Class Size and Workload), unless otherwise approved by EVA.

XIII.12. **Health and Safety.**

(a) EVA shares an interest with Bargaining Unit Members in maintaining a safe work and school environment, and in all employees working under safe and healthy working conditions, consistent with applicable state and federal laws. Bargaining Unit Members must use good judgment and common sense in matters affecting health and safety, must observe posted safety rules and comply with all applicable safety regulations and policies.

(b) **Reports to Administration.** Every member of EVA shares the responsibility of ensuring the safety of all persons within the organization. Bargaining Unit Members shall immediately report to EVA, in writing when reasonably possible, any allegedly unsafe circumstance, situation or event, including any injury. There shall be no reprisals for making a good-faith report in accordance with this Article.

(c) **Investigation.** EVA will investigate any written reported unsafe, hazardous, unhealthy, or potentially dangerous working condition and shall make a good faith effort to resolve the issue or otherwise ensure a safe workplace within a reasonable time period commensurate with the urgency of the situation. Procedures for reporting will be distributed to Bargaining Unit Members each year during pre-service.

(d) EVA will provide a safe and healthful working environment for all employees by complying with state and federal laws and regulations including legally required safety training. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety. It is the goal of EVA to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

(e) **Safety Committee.** In accordance with law, a school-wide safety committee established by EVA shall meet virtually on a quarterly basis. Minutes from the committee shall be available to the E2U president, who shall appoint a representative of E2U to the safety committee. Any Bargaining Unit Member with a health or safety concern may submit the concern to the safety committee. If the Bargaining Unit Member believes that no adequate response was made, the Bargaining Unit Member may submit the concern to the Executive Director and EVA board.

(f) **In-Person Events.** In the event of an infectious disease outbreak or local epidemic or pandemic, EVA will follow applicable public health guidance from the Oregon Department of Education at any in-person events. If testing or masking is required, EVA will make necessary supplies available.

(g) **Staff and Student Safety for In-Person Testing.**

(i) Bargaining Unit Members shall be informed prior to being assigned for in-person testing student(s) with current documented behaviors that present a safety concern to themselves, other students, or staff, to the extent EVA is made so aware.

(ii) Attendance at in-person testing may be required and does not qualify as an EVA event for purposes of Article XIII.4 (EVA Events). EVA will make efforts to avoid requiring Bargaining Unit Members to meet with students alone during testing, when feasible. In-person testing will generally be held in public places. EVA may request that parents or guardians be on premises.

XIII.13. Employee Handbook.

EVA's Handbook remains in effect during the duration of this Agreement. The Parties further agree that EVA may modify the policies and guidelines in its Employee Handbook, provided that the modifications do not affect working terms and conditions of employment for Bargaining Unit Members. In the event that proposed changes would affect working terms and conditions of employment for Bargaining Unit Members in a way that is inconsistent with the provisions of this Agreement, EVA shall notify the Union and the Union will have 30 days to notify EVA of its intention to bargain over the proposed changes.

XIII.14. Personnel Files.

(a) **Maintenance and Access.**

(i) EVA, will maintain an official personnel file for each Bargaining Unit Member, including any pertinent documentation utilized or created by any third party

human resource vendor. EVA will maintain personnel files consistent with any applicable state or federal law, including with respect to what files must be maintained as part of the personnel file. EVA anticipates that generally, personnel files will include but may not necessarily be limited to: performance evaluations, application for employment, records pertinent to salary adjustments, licensure information and disciplinary documents.

(ii) Bargaining Unit Members will have the right, upon request, to review the contents of their personnel file through arrangement with the human resources manager. Bargaining Unit Members will be entitled to receive a copy of the materials requested within 30 days of the request. EVA may request a 5-day extension from the Bargaining Unit Members if needed.

(iii) A Union representative, at the Bargaining Unit Member's request in writing, may join the Bargaining Unit Member in reviewing the Bargaining Unit Member's official EVA employment file.

(b) **Placement of and Response Materials in the Personnel File.**

(i) Disciplinary and evaluation records may be placed in a Bargaining Unit Member's personnel file, consistent with Articles IX (Progressive Discipline) and Article VIII (Evaluations) herein. Bargaining Unit Members will be given a copy of evaluations, complaints and written disciplinary actions placed in their personnel file.

(ii) A Bargaining Unit Member may make a written statement relating to any matter placed in the Bargaining Unit Member's personnel file and such statement shall be placed in the personnel file.

XIII.15. Lactation Break.

EVA will provide a reasonable amount of break time, or amount of time required by state law, to accommodate a female employee's need to express breast milk for the Bargaining Unit Member's infant child for up to one year following the child's birth, or as required by law. The break time should, if possible, be taken concurrently with other break periods already provided. To the extent applicable, Bargaining Unit Members should clock out for time taken for 30 minutes or more that does not run concurrently with normally scheduled break periods. When Bargaining Unit Members are on EVA's premises or at an offsite venue for an EVA event, EVA will provide the Bargaining Unit Member with the use of a room or other location in close proximity to the Bargaining Unit Members work area, other than a restroom, where the Bargaining Unit Member may express milk in private. Bargaining Unit Members requiring arrangements for a refrigerator should speak with their supervisor.

XIII.16. Holidays.

(a) All Bargaining Unit Members are entitled to the paid holidays listed below.

New Year's Eve & New Year's Day
Martin Luther King, Jr. Day
Presidents' Day

Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day, Day Before & Day After
Christmas Eve & Christmas Day

(b) Holidays defined above falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday.

(c) Bargaining Unit Members shall be compensated for the holiday as though they have worked a regular schedule for that day. Notwithstanding the foregoing, holiday pay shall be available to Bargaining Unit Members only when a holiday falls during that Bargaining Unit Member's contracted work year pursuant to article XIII.2 (Work Year).

XIII.17. Emergency Office Closing.

EVA may close on-site School facilities to protect Bargaining Unit Members' well-being and safety during periods of severe weather, utility failure, national crisis, fire, flood, earthquake, or some other emergency. Those who are unable to work due to emergency office closure will not suffer loss of pay or benefits. EVA will advise Bargaining Unit Members of the procedures to be followed when offices are closed. All Bargaining Unit Members will be permitted to work from home when circumstances outside of their control force the office to be closed.

**ARTICLE XIV
LEAVE OF ABSENCE**

XIV.1. Personal Leave.

(a) Bargaining Unit Members shall be entitled to forty (40) hours of personal leave with full compensation per school year.

(b) Unused personal leave will not be rolled over to the next school year and Bargaining Unit Members shall not be entitled to payment for unused personal leave, subject to all applicable laws.

(c) A Bargaining Unit Member who is employed for less than a full school year and part-time Bargaining Unit Members shall have their personal leave prorated.

XIV.2. Sick Leave.

(a) Bargaining Unit Members shall be entitled to eighty (80) hours of sick leave with full compensation per school year.

(b) Up to forty (40) hours of unused sick leave from the previous school year, will be rolled over to the next year so that the Bargaining Unit Member may have up to 120 hours of sick leave to begin the subsequent school year.

(c) Sick leave shall be credited on the first day of service of each contract year.

(d) A Bargaining Unit Member who is employed for less than a full school year or who is part-time, shall have sick leave prorated.

(e) Unused sick leave beyond 40 hours does not roll over to the next school year and Bargaining Unit Members are not entitled to payment for unused sick time at the end of any school year or in the event of separation, subject to all applicable laws.

(f) **Use of Sick Leave.**

(i) Sick leave may be used for a Bargaining Unit Member's personal, mental or physical illness, including pregnancy, childbirth and routine medical and dental appointments.

(ii) Sick leave may be used to care for a family member with an illness, injury or medical appointment.

(iii) Sick leave may be used for caring for an infant, newly adopted, or newly placed foster child under 18 years of age, or for an adopted foster child older than 18 years of age if the child is incapable because of a mental or physical disability.

(iv) Sick leave may be used for caring for a child of the employee who is suffering from an illness, injury, or condition that is not a "serious health condition" but one that requires home care.

(v) Sick leave may be used for care of a child whose school or daycare closes for a public health emergency.

(vi) Sick leave may be used for absences related to domestic violence, harassment, and sexual assault or stalking, including but not limited to, time to see law enforcement assistance, to pursue civil or criminal legal remedies, to obtain counseling, or assist a minor child with obtaining counseling related to an experience of domestic violence, sexual assault or stalking and for safety relocation.

(vii) Family includes spouse, same-gender domestic partner, biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adopted parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild and any individual with whom an employee has or had an in loco parentis relationship.

(viii) If a Bargaining Unit Member is aware of the need to utilize sick leave, the Bargaining Unit Member shall call or email their supervisor 10 days in advance, where at all possible, or, if not foreseeable, as soon as the need for the absence is known. Otherwise, the Bargaining Unit Member shall notify their supervisor by 6:30 a.m. on the start of the work day, unless the situation is an emergency.

(ix) Bargaining Unit Members shall notify their supervisor as soon as possible of the need to extend a sick leave absence.

(x) If a Bargaining Unit Member is absent more than three (3) days due to illness, EVA may require medical verification of the illness. If a Bargaining Unit Member fails to provide the appropriate verification, use of sick leave may be denied.

(xi) A Bargaining Unit Member who leaves the school who has used more sick leave than earned shall have the cost of the excess leave deducted from his or her final paycheck.

XIV.3. Exclusions on Leave.

Bargaining Unit Members are expected to adhere to EVA's attendance policies, including with respect to notice and procedures for requesting time off. Unless extenuating circumstances apply and EVA has otherwise consented, personal days will not be approved during the following blackout periods: PD (virtual or in-person), State Testing (virtual or in-person), In-Service days, and the first and last week of student attendance. Additionally, because EVA needs enough staff to continue operations, requests for personal time may be denied if the number of Bargaining Unit Members requesting a given day off exceeds 10% of any given department (ES, MS, HS, SST, Special Programs). Decisions will be based on the order in which requests were submitted. Notwithstanding the foregoing, Bargaining Unit Members who earned comp time for working graduation may be used the last week of student attendance, with supervisor approval (excluding grading and post in-service day).

XIV.4. Sick Leave Bank.

(a) **Application For Sick Leave Donation.** When a Bargaining Unit Member has used all available paid leave days and needs donated days for sick leave, they may request a sick-leave donation from EVA's sick-leave donation bank, by making the request to Human Resources. To be eligible, (i) the recipient of donated sick leave must have used all of his/her accumulated leave, (ii) may not be drawing Workman's Compensation or full compensation from disability benefits at the time of transfer, (iii) been employed with EVA for at least 90 days, (iv) and is either suffering from a serious prolonged or chronic illness, unexpected necessary medical leave, or injury, or for use to care for an immediate family member (as defined by FMLA or OLFA) who is suffering from a serious prolonged or chronic illness, unexpected necessary medical leave, or injury. The intent of sick leave bank is not for the use of common colds or elective surgery.

EVA HR will solicit donations, respecting the confidentiality of the Bargaining Unit Members.

(b) **Guidelines For Sick Leave Donations.** Bargaining Unit Members may donate their sick leave to the sick leave bank subject to the following conditions and limitations:

(i) All contributions of sick leave hours are irrevocable.

(ii) All contributions are voluntary. EVA shall be defended and held harmless from any claim arising from honoring the collection of sick leave hours in this matter.

(iii) Each Bargaining Unit Member who volunteers to donate their sick leave must sign a waiver indicating they are forfeiting their sick leave for that school year.

(iv) EVA employees from any position within EVA may contribute to this bank.

(v) EVA is not responsible for any personal tax liability that may be incurred by the donating employee or receiving unit member should any liability arise.

(vi) The maximum number of hours that may be collectively donated to a Bargaining Unit Member per year (at a rate of eight (8) hours per individual member) is two-hundred and forty (240) hours

(vii) Bargaining Unit Members who receive excess sick leave donations beyond their need must return the unused sick leave donations to the sick leave bank.

(viii) Any unused sick leave hours in the bank will be maintained for future use.

XIV.5. Bereavement Leave.

(a) Bereavement leave with pay, not to exceed five (5) days per bereavement, shall be granted to each Bargaining Unit Member due to the death of an immediate family member. Immediate family members shall be defined as parents, in-laws, spouse, qualified domestic partner, children (including step-children and children towards whom the Bargaining Unit Member stands in loco parentis), grandparents and grandchildren, brother and sister (including stepbrother and stepsister), uncle, aunt, nephew, and niece. The purpose of this leave is to allow the Bargaining Unit Member the necessary time to grieve, attend the funeral, and to take care of other necessary arrangements.

(b) One (1) day of bereavement leave may be used for the death of other family members not noted above.

(c) Bargaining Unit Members shall be granted additional unpaid leave, if necessary, for bereavement in accordance with OFLA.

(d) Bargaining Unit Members may use their personal leave to cover the death of a close family friend or colleague. If no personal leave is available, sick or unpaid leave will be granted.

XIV.6. FMLA/OFLA.

(a) Family and Medical leave is governed by all applicable federal and state laws, including FMLA and OFLA.

(b) Upon request, a Bargaining Unit Member who has exhausted any applicable paid family illness leave and is eligible for additional unpaid leave under state or federal leave laws shall be granted unpaid leave in accordance with such state and federal leave laws.

XIV.7. Leave due to Harassment, Domestic Violence, or Stalking.

(a) Bargaining Unit Members who are victims of domestic violence, harassment, sexual assault or stalking ("**DVHSAS**"), or who are the parents or guardians of a minor child or dependent who is a victim of DVHSAS may be granted an unpaid leave for the following reasons:

(b) To seek legal or law enforcement assistance or remedies, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, or stalking;

(c) To seek medical treatment for or to recover from injuries caused by domestic violence, harassment, sexual assault, or stalking for the employee or the employee's minor child or dependent;

(d) To obtain, or assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, or stalking;

(e) To obtain services from a victim services provider for the employee or the employee's minor child or dependent;

(f) Relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.

(g) If paid sick leave or personal time is available, it will be automatically applied in that order, with any remaining leave being unpaid.

(h) If feasible, Bargaining Unit Members must provide reasonable advance notice of the need to take DVHSAS leave. EVA may require the Bargaining Unit Member to provide certification that the Bargaining Unit Member meets the leave requirements, in accordance with applicable law. A Bargaining Unit Member may do so by providing documentation such as a police report, protective order, or letter from an attorney or health care professional. All such records are confidential and will not be released without the Bargaining Unit Member's express permission unless otherwise required by law.

XIV.8. Crime Victim Leave.

Bargaining Unit Members who are the victim of a crime may be eligible for leave in order to assist in the prosecution and trial of the accused provided that they work at least 25 hours per week for the 180 days immediately preceding the leave. EVA maintains discretion to grant crime victim leave if the aforementioned requirements are not satisfied, depending on the circumstances. When possible, the Bargaining Unit Member will provide at least three days' notice of the intention to take leave and The Bargaining Unit Member will provide a copy of the hearing notice. If paid

sick leave or personal time is available, it will be automatically applied in that order, with any remaining leave being unpaid.

XIV.9. Medical Donation Leave.

Bargaining Unit Members may request up to 40 hours of paid leave for a medical donation such as bone marrow donation or organ donation. The Bargaining Unit Member may be required to provide a doctor's verification describing the reason and length of leave requested.

XIV.10. Military Leave.

A leave of absence without pay for military or reserve duty or National Guard training will be granted to a Bargaining Unit Member. While verbal notification of service is acceptable under the law it is highly advisable that the Bargaining Unit Member should submit copies of military orders to their supervisor as soon as possible. The Bargaining Unit Member may use any accrued time off. Eligibility for reinstatement following a military leave of absence will be determined in accordance with applicable federal and state laws. Proof of period of service may be requested upon the Bargaining Unit Member's return to work.

XIV.11. Military Family Leave.

The Oregon Military Family Leave Act provides that during a period of military conflict, Bargaining Unit Members who regularly work more than twenty (20) hours per week may take up to 14 days of unpaid Military Family Leave in order to spend time with a spouse, child, or parent who has been notified of an impending call or order to active duty and before deployment and during a military member's leave from deployment. The leave will be unpaid unless the Bargaining Unit Member elects to use any accrued paid time off. In the event that leave also qualifies for FMLA Leave, these leaves will be used concurrently unless otherwise provided by law. If a Bargaining Unit Member takes Military Family Leave, the Bargaining Unit Member will be entitled to the same reinstatement rights as those available for FMLA Leave. Bargaining Unit Members requesting Military Family Leave will provide at least five days' notice of the need for leave when possible.

XIV.12. Extended Leave of Absence.

(a) Where appropriate, Bargaining Unit Members may be granted extended leaves of absence up to 1 year. Requests for an initial leave of absence should be submitted in writing to Human Resources at least 60 days prior to the start of requested leave except in cases of an emergency. Requests for extension of a leave should be submitted in writing to Human Resources at least 30 days prior to commencement of the leave period except in cases of an emergency. While on approved leave, the Bargaining Unit Member shall report any change of status in their need for leave or intention to return to work. Bargaining Unit Members who receive extended leaves of absence are not entitled to continued benefits while on an extended leave of absence. Extended leaves of absence beyond 12 weeks (inclusive of leave taken under any other provision), that are granted are done with the understanding that, upon return, the Bargaining Unit Member will be prioritized for a comparable open position, or placed on the recall list if a position is not available, but is not guaranteed a position.

(b) If a Bargaining Unit Member has worked 135 school days or more in the year during which an extended leave is taken, the Member will advance to the next step on the salary schedule for the following school year, if they return. If a Bargaining Unit Member has worked fewer than 135 school days in the year during which an extended leave is taken, the Member will remain on the same step of the salary schedule for the following school year.

XIV.13. Jury Duty & Witness Leave.

(a) Bargaining Unit Members summoned to jury duty or who must appear in court as a witness will continue to receive pay while summoned. Bargaining Unit Members are further permitted to retain the allowance they receive from the court for any such service. Bargaining Unit Members must notify their supervisor as soon as it is known that they will be called for jury duty or the subpoena.

(b) To qualify for jury duty leave, the Bargaining Unit Member must submit a copy of the summons to their supervisor as soon as it is received. In addition, the Bargaining Unit Member must also submit to their supervisor a related proof of service when the period of jury duty is completed. No adverse employment action will be taken against Bargaining Unit Members due to their service as a juror in local, state, or federal courts.

XIV.14. Continuation of Benefits.

(a) With the exception of extended leaves of absence, Bargaining Unit Members may continue health plan coverage for up to 12 weeks during an approved leave of absence, or for any longer period, as required by law.

(b) While on leave, the Bargaining Unit Member must continue to pay any required contribution for health coverage, as well as make payments for any other applicable benefits which would otherwise be automatically deducted from the Bargaining Unit Members wages. Failure to pay any required employee contributions does not relieve a Member of the obligation to pay such contributions.

(c) If the Bargaining Unit Member does not return to work upon expiration of the applicable 12-week period (or such longer period as required by law), coverage will terminate and the Bargaining Unit Member will have the opportunity to continue coverage for a limited period of time under COBRA in accordance with applicable law.

**ARTICLE XV
SALARY AND BENEFITS**

XV.1. Salary

(d) Effective August 1st of the 2022-2023 school year all current Bargaining Unit Members will receive a 5% increase above current base salary (excluding stipends and factors for extra duties) in accordance with the procedures set forth in the Parties' Compensation Side Letter.

(e) The Parties agree to renegotiate salary for 2023-2025 School Years.

(f) Salary Scales SY 2022-25

- (i) Effective August 1st of the 2023-2024 school year, all Bargaining Unit Members will be placed on Year two (purple) with a step increase (excluding stipends for extra duties) paid retroactively. Moving from left to right on the salary schedule for education is based on Semester Credit hours at the graduate level, unless approved by administration.
- (ii) Year one (blue) represents SY 2022-23.
 - A A step does not indicate years of teaching. Each step represents an additional year of experience with EVA, once placed on the scale.
 - B The majority are being placed on the step that would represent half of their years in teaching or years of experience.
 - C Once placed on the schedule, a bargaining unit member would then increase a step each year until they reach step 18, in which they may receive cost of living increases.
 - D When looking at the blue schedule to determine a bargaining unit member's step, use the column that represents the bargaining unit member's level of education. Then, go down. If the bargaining unit member's current salary falls between 2 steps, round up or down depending on which step the current salary is closest to.
 - E Pay from SY22-23 will not be retroactively adjusted after placement
- (iii) Year two (purple) represents SY 2023-24.
 - A Each bargaining unit member will move up a step. For example, if a bargaining unit member is on step 10 for SY 2022-23 (blue) they would be on step 11 for SY 2023-24 (purple).
 - B Year two is approximately a 6% increase for cost of living and approximately a 3.5% increase from one step to the next.
- (iv) Year three (purple) represents SY 2024-25.
 - A Each bargaining unit member will move up a step, a 3.5% increase.-

YEAR 1 (SY22-23)						
Step	HS/AA/Other	BA/BS	BA/BS+45	MA/MS or BA/BS+60	MA/MS+24	MA/MS+45

1	35,000	39,500	41,000	42,500	43,500	44,000
2	36,225	40,883	42,435	43,988	45,023	45,540
3	37,493	42,313	43,920	45,527	46,598	47,134
4	38,805	43,794	45,457	47,121	48,229	48,784
5	40,163	45,327	47,048	48,770	49,917	50,491
6	41,569	46,914	48,695	50,477	51,664	52,258
7	43,024	48,556	50,399	52,243	53,473	54,087
8	44,530	50,255	52,163	54,072	55,344	55,980
9	46,088	52,014	53,989	55,964	57,281	57,940
10	47,701	53,834	55,879	57,923	59,286	59,967
11	49,371	55,719	57,835	59,950	61,361	62,066
12	51,099	57,669	59,859	62,049	63,509	64,239
13	52,887	59,687	61,954	64,220	65,731	66,487
14	54,738	61,776	64,122	66,468	68,032	68,814
15	56,654	63,938	66,366	68,795	70,413	71,223
16	58,637	66,176	68,689	71,202	72,878	73,715
17	60,690	68,492	71,093	73,694	75,428	76,295
18+	62,814	70,890	73,582	76,274	78,068	78,966

YEAR 2 and 3 (SY23-25)						
Step	Other	BA/BS	BA/BS+45	MA/MS or BA+60	MA/MS+24	MA/MS+45
1	37,100	41,870	43,460	45,050	46,110	46,640
2	38,399	43,335	44,981	46,627	47,724	48,272
3	39,742	44,852	46,555	48,259	49,394	49,962
4	41,133	46,422	48,185	49,948	51,123	51,711
5	42,573	48,047	49,871	51,696	52,912	53,520

6	44,063	49,728	51,617	53,505	54,764	55,394
7	45,605	51,469	53,423	55,378	56,681	57,332
8	47,202	53,270	55,293	57,316	58,665	59,339
9	48,854	55,135	57,229	59,322	60,718	61,416
10	50,563	57,065	59,232	61,399	62,843	63,566
11	52,333	59,062	61,305	63,547	65,043	65,790
12	54,165	61,129	63,450	65,772	67,319	68,093
13	56,061	63,268	65,671	68,074	69,675	70,476
14	58,023	65,483	67,970	70,456	72,114	72,943
15	60,054	67,775	70,348	72,922	74,638	75,496
16	62,155	70,147	72,811	75,474	77,250	78,138
17	64,331	72,602	75,359	78,116	79,954	80,873
18+	66,582	75,143	77,997	80,850	82,752	83,704

(g) **Additional Compensation**

- (i) Effective August 1st of the 2023-2024 school year, the following stipend positions will exist and be offered yearly based on school need.
- A PLC Leader- \$3000 per year, per position
 - B Club Leader- \$450 per semester, per position
 - C Coordinator- \$8,000 per year, per position
 - D Specialist or Sped Lead- \$5,000 per year, per position
 - E Bilingual Liaison- \$2,500 per year, per position
 - F Counselor/Social Worker- \$8,000 per year, per position
 - G Special Education Teacher- \$5,000 per year, per position
 - H Mentor Teacher- \$500 per semester, per position
 - I EdD, PhD, Masters+90- \$4000 per year, per position
 - J National Board Certification- \$1000 per year, per position
 - K Summer School Teacher- \$3000 per year, per position
 - L Extended School Year Teacher- \$3500 per year per position
- (ii) Upon ratification of the contract-bargaining unit members will be compensated using the stipends amounts indicated above.
- (iii) Extra work assigned to members as covered in article **XIII.6 Coverage** will remain the same as defined.
- (iv) Anything that is outside the contract will be paid at the curriculum rate and offered per management's discretion.

XV.2. Employee Benefits.

(d) **Pension.** EVA shall "pick-up," assume, and pay the six percent (6%) employee contribution to the Public Employees Retirement Funds for the participating in the Public Employees Retirement System (PERS) as required by the law.

The full amount of required employee contributions "picked-up" or paid by EVA on behalf of bargaining members shall be considered as "salary" within the meaning of the law for the purpose of computing a bargaining member's "annual salary."

(e) **Health Insurance Programs.** For each eligible full-time bargaining member electing to participate, EVA shall provide the following:

(i) EVA shall provide health, dental, vision and short term, and long-term disability insurance (employee only) to Bargaining Unit Members based on eligibility outlined in the EVA Benefits Guide.

(ii) Life Insurance coverage equivalent to the amount of a Bargaining Unit Member's basic salary rounded off to the nearest thousand dollars, up to \$50,000.

(f) **Open Enrollment.** An annual open enrollment will occur mid-October - November.

(g) **Premiums.**

~~(i) All EVA Bargaining Unit Members will continue to receive both employer paid PERS as well as the employee contributions of 6% of salary to PERS, both paid by EVA.~~

(ii) EVA will offer a comparable life insurance, disability, dental and vision plan. Both parties agree that any substantive changes to this proposal will be bargained.

(iii) EVA will offer 3 to 4 medical plans per year. One plan will be HSA eligible, and one will be a lower deductible.

(iv) Plan selections are purview of management after feedback from E2U membership, as outlined with contract section XV.2.(e) Insurance Carrier.

(v) Beginning in January of 2024, EVA will offer no more than \$1,025.00 per month in total to be applied to the bargaining unit member's choice of plan coverage for medical, vision and dental benefit premiums.

~~(vi) **2022-23 School Year.** For the 2022-2023 School Year, the amount EVA will pay toward full-time Bargaining Unit Members' insurance premiums (health, dental and vision) will remain status quo (contribution based on the Bargaining Unit Member's current plan). EVA will cover changes to a plan in the event of a qualifying event that warrants such a change at the same rate as other Bargaining Unit Members on the same plan. Part-time Bargaining Unit Members will have their insurance premium coverage prorated.~~

~~(vii) The Parties agree to renegotiate benefits for 2023-2025 School Years.~~

(b) **Insurance Carrier.**

(i) EVA will collect feedback from Bargaining Unit Members via survey about health insurance benefits prior to September 15 each year for EVA's consideration. If the Insurance Broker recommends any changes to the plans offered, EVA will provide Bargaining Unit Members notice of the change. Substantive changes to insurance premiums and/or coverage and then changes to insurance coverage or premiums will be bargained between E2U and EVA.

(ii) Coverage for new bargaining members will commence the first of the month following the date of hire (i.e., first day worked) or the month thereafter, provided they complete an application for coverage prior to the time coverage is to go into

effect and it is received by the Human Resource Department within 30 days of their date of hire.

(c) **Termination of Employment and Insurance Coverage.** If a bargaining member is terminated prior to the end of a school year, EVA's payment of premiums for the bargaining member's coverage shall cease as of the last day of the month the bargaining member is employed.

(i) Upon termination of employment, bargaining member will be provided information regarding the continuation of benefits for a limited period of time under COBRA, in accordance with applicable law

(ii) All matters relating to claims under Insurance Coverages are excluded from the Grievance Procedure.

(d) **Short-Term Disability Insurance.** EVA will cover the cost of Short-Term Disability Insurance to provide financial protection for insured bargaining members by promising to pay a weekly benefit in the event of a covered disability outlined in the EVA Benefits Guide.

(e) **Long-Term Disability Insurance.** EVA will cover the cost of Long-Term Disability Insurance to provide financial protection for insured bargaining members by promising to pay a weekly benefit in the event of a covered disability outlined in the EVA Benefits Guide.

EVA will provide benefits as required by law to bargaining members with on-the-job injuries or illness through the Workers' Compensation Program.

(f) **Flexible Spending Account.** EVA agrees to implement and pay the start-up fee for a new pre-tax benefit plan for all bargaining members. The plan will allow bargaining members to defer tax on the maximum income allowed by law and for all the purposes allowed by law.

(g) **Employee Assistance Plan.** EVA will provide an Employee Assistance Plan (EAP) which allows each Bargaining Unit Member to refer themselves confidentially to the EAP provider. To protect confidentiality, any data which the provider transmits to EVA shall be summary only. The Employee Assistance Plan will include individual and/or family counseling.

XV.2. **Internet Resources.**

EVA recognizes that Bargaining Unit Members require Internet access. EVA will provide Bargaining Unit Members with a mobile hotspot device or equivalent, upon request.

XV.3. **Tuition Reimbursement.**

(a) Both parties recognize the value of participation in programs of self-development whenever possible. Educational and developmental interests help build skills and knowledge that are important factors toward individual success, student achievement and the overall benefit to EVA.

(b) **Eligibility.** To be eligible for tuition reimbursement, Bargaining Unit Members must be Full-time (32+ Hours) employees who have completed one year of employment with EVA and who, following the final reimbursement, remain employed at EVA for at least one year. Bargaining Unit Members taking courses while on an approved leave of absence from EVA are generally not eligible for tuition reimbursement, unless they receive approval for the reimbursement while on leave from EVA's Executive Director. Bargaining Unit Members are eligible to receive reimbursement outlined herein for one bachelor's degree and one master's degree/upper level degree program.

(c) **Eligible Programs.** Bargaining Unit Members may seek tuition reimbursement for programs or courses taken through an accredited nationally recognized university or college that comply with the requirements set forth herein. The degree program may be through public and private institutions, accelerated or traditional courses, and classroom or online enrollment. In order to qualify for reimbursement,

(i) Program classes or courses must begin on or after the first of the month following one year of employment;

(ii) Programs classes or courses must be in subject matters pertinent to the Bargaining Unit Member's role (i.e., to the subject matter they teach or to improving instruction for their student population) or in high needs areas that benefit EVA's students (i.e., special education, ELL, and endorsements that fulfill subject matter shortages)

(iii) Bargaining Unit Members must receive a grade of a B- or above in the course or a passing grade if a pass/fail course.

(d) **Eligible Expenses.** Bargaining Unit Members taking eligible programs may seek reimbursement for the following expenses only: tuition costs and books, provided that they are not covered by any other source such as grants or scholarships. Other expenses such as parking, bus passes or miscellaneous fees are not subject to reimbursement.

(e) **Processes.** Bargaining Unit Members must adhere to EVA's processes and procedures for approval of tuition reimbursement requests, including completion and submission of the Tuition Assistance Application, submission of final transcripts and the Reimbursement Application. Bargaining Unit Members who do not do so are not entitled to any of the benefits set forth herein.

(i) All degree programs, non-degree seeking individual classes, or certificate programs must be approved prior to the start date of classes. Requests for approval must be submitted no later than 45 days prior to the start of the course. EVA will respond to the request for approval within 30 days indicating whether the request is approved or not. EVA will approve requests that are submitted in accordance with the parameters set forth in this Article. Only one approval is needed for each program. In the event EVA denies a request for approval, it will provide written notice to the Union and the Bargaining Unit Member.

(ii) All requests for reimbursement must be submitted within 90 days following the conclusion of the class by completing EVA's Reimbursement Application.

Along with the form, Bargaining Unit Members must also submit proof of the grade received and detailed invoices for proof of tuition and book fees. EVA will respond with confirmation of receipt of all necessary documentation within 5 days of submission of documentation from the employee and will reimburse the Bargaining Unit Member within 30 days of receipt of all necessary documentation for eligible expenses.

(f) **Reimbursement.** Total tuition reimbursements for Bargaining Unit Members will be capped at \$17,500 for each school year of the Agreement. Priority will be given to those employees who need coursework to meet licensure requirements in their existing areas of teaching or areas approved by the Executive Director. Denials of Bargaining Unit Member requests for reimbursement will be in writing and a copy will be provided to the unit member and the Union. The tuition reimbursement for any individual Bargaining Unit Member shall not exceed \$2,500 per calendar year and the continuing education reimbursement for any individual Bargaining Unit Member shall not exceed \$1,500 per calendar year. Tuition reimbursement is considered non-taxable income as allowed by the IRS regulations. Unit members must be employed at the time of payout to receive reimbursement.

(g) **Repayment.** Bargaining Unit Members who voluntarily leave EVA within one year of seeking reimbursement must repay EVA for reimbursements issued in the previous one year (excluding Involuntary termination for position elimination or reduction in force) and must sign authorizations to deduct the reimbursement amount from their final paycheck.

XV.4. Error In Pay Or Reimbursement.

EVA makes every effort to ensure that Bargaining Unit Members receive the correct amount of pay in each paycheck and that they are paid on the scheduled payday. Bargaining Unit Members should review their paychecks when received. If they believe an error has been made, contact the HR Manager immediately when they become aware of the potential error. EVA will communicate any potential errors covered by this article to the Union within three business days of becoming aware of a potential error and provide weekly updates to the affected Bargaining Unit Member(s) until a resolution is reached.

If it is believed that EVA underpaid or overpaid any Bargaining Unit Member, EVA will investigate and if an underpayment is confirmed, will pay the Bargaining Unit Member the underpaid wages, reimbursement, or other error in pay or benefits, regardless of the cause of the underpayment. When the underpayment represents less than five percent of a Bargaining Unit Member's gross wages, the amount will be paid on the next regular payday. If the underpayment represents more than five percent of the Bargaining Unit Member's gross wages, the amount must be paid within three business days.

If an overpayment is confirmed, EVA will work with the Bargaining Unit Member and the Union to develop a plan to recoup the overpayment. The overpayment may be repaid to EVA in one lump-sum or by making deduction(s) during the normal payroll.

**ARTICLE XVI
PRESERVATION OF AGREEMENT**

XVI.1. No Strikes or Lockouts.

During the Term of this Agreement, the Parties agree that the Bargaining Unit Members shall not engage in a strike, slowdown or any other work stoppage of any length against the employer, and the Union shall not instigate, encourage or condone the same, and EVA agrees that it shall not lock out the Bargaining Unit Members.

XVI.2. Saving Clause.

Any provision in this Agreement that is contrary to or held to be in violation of any applicable law or regulation shall be void and of no force or effect, and this Agreement shall be construed as if such provision were removed, it being intended, however, that the other provisions of this Agreement shall not be affected by such removal and, to the greatest extent possible consistent with applicable law, shall be interpreted to give effect to the intention of the Parties as evidenced by this Agreement. If applicable, and either party wishes to bargain over the effects of any changes inconsistent with the terms of this CBA, it shall provide notice and request time to bargain no later than 30 days after notice of the change. Either party may request an extension of time to bargain, which should not be unreasonably denied.

XVI.3. Successorship.

No merger, affiliation, change of affiliation, change of employer or transfer of employees shall occur without a guarantee and written agreement from any new, subsequent, or successor employer that all provisions of this collective bargaining agreement shall remain in full force and effect during the Term of this Agreement. In the event of any of the foregoing, the parties agree EVA shall assign this Agreement. This provision shall not apply in the event of a charter revocation or school closure. However, if another Oregon School District enters into a charter agreement with EVA within 24 months after revocation or school closure all provisions of this collective bargaining agreement shall remain in full force and effect during the Term of this Agreement.

XVI.4. Term of Agreement.

This Agreement shall be effective on August 1, 2022 and shall remain in full force and effect through July 31, 2025.

[signature page to follow]

Muelberrus

HAH

Karen B. Hahn

Nichol Tataruk

CUMBA
Charissa Davis (Oct 30, 2023 20:22 PDT)

Robert Tataruk

m
Rob Glase - AFT-Oregon (Oct 31, 2023 11:30 PDT)

DocuSigned by:
Jamie Stiles
E36E8B9CBC34441...
11/2/2023

Jamie Stiles
Executive Director

DocuSigned by:
Sandi Patrick
EE7BF9251E3042F...
11/2/2023

Sandi Patrick
Board chair/Secretary











EVA E2U Collective Bargaining Agreement 22-25- to sign

Final Audit Report

2023-10-31


Created:	2023-10-30
By:	Marcella Tell (MTell@evergreenvirtual.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUu-0p2yvSGqwDsKRvoJCwc1gF6Tp_Gyy

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-  Document created by Marcella Tell (MTell@evergreenvirtual.org)
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2023-10-31 - 6:28:53 PM GMT

 Signer Rob Glase (robg@aft-oregon.org) entered name at signing as Rob Glase - AFT-Oregon

2023-10-31 - 6:30:16 PM GMT

 Document e-signed by Rob Glase - AFT-Oregon (robg@aft-oregon.org)

Signature Date: 2023-10-31 - 6:30:18 PM GMT - Time Source: server

 Agreement completed.

2023-10-31 - 6:30:18 PM GMT