

District Proposal to EETA

November 10, 2020

The District is facing cash deferrals of \$9.3 million, a \$1400 per pupil funding decrease (\$5.18 million), declining enrollment of over 200 students, significant increase in cost associated with COVID (offset by one-time monies), ZERO COLA and potential mid-year cuts which will leave us in a deficit. The District is already taking steps in preparation to borrow funds in order to make payroll due to deferrals. The District has already made \$1.5 million in cuts and will need to make more for next year.

Due to the need to make further staffing reductions the District will offer a 2020/21 retirement incentive as detailed in the attached document. The Golden Handshake shall be an option if the District can receive approval based on a savings determined by unit members that submit their intent to retire.

Despite these circumstances, the District is willing to take a one-time financial risk to address the concerns of teachers during this pandemic. This one-time compensation package is an investment to build the capacity of teachers in the delivery of quality instruction, whether virtual or in-person, and is not related to the actual delivery of instruction.

Due to an extended COVID negotiation period, the District agrees to extend the November 1st, retroactive deadline to December 2nd, for a signed and ratified agreement in the 2020/21 school year.

1. All members will receive a one time payment of 1.5%.
2. The District will create an Excess Sick Leave bank for each bargaining unit member of 10 days (prorated based on FTE/Work Week). The days can be utilized within the Excess Sick Leave guidelines and for purposes of the unit member's own illness or quarantine (verified by Public Health or their medical provider) after all eligible FFCRA leave is exhausted. This bank will expire on June 30, 2021. Excess sick leave cannot be converted to Personal Leave or Personal Necessity days.
3. The District will offer a retirement incentive with the same options as the 2014/15 incentive. Golden Handshake shall only be an option if the District is eligible and can prove a savings. The District estimates we will need at least 10 retirees.
4. In-person unit members that have Long Term Distance Learning (LTDL) students assigned to their class list/roster/caseload while also being responsible for in-person students shall receive \$100 per week for providing live instruction.
5. Short Term Distance Learning Requirements and Options:

Requirements for all members:

- a. All members will hold a daily “live” meeting to fulfill the Governor’s mandated requirements for “live interaction.” This meeting may take place during the school day or after school.
- b. All members will complete engagement reports.
- c. All members will prepare work for students on Short Term Distance Learning contracts.

(District Preferred):

Optional Short Term Distance Learning for \$100 per week. * Only available for members without long term distance learning students.

1. Include in live instruction with in-person students.

OR

2. Meet with student(s) after dismissal for no less than 60 minutes of instruction.

6. For the 2020/21 school year, students requesting independent study will be served through the Distance Learning model.
7. Unit members with administrator approval, that voluntarily accept the responsibilities of a substitute by live streaming, virtually presenting, or teaching in person, for an additional class shall be paid in grades k-5 an additional \$150 for a full day or \$75 for a half-day. In grades, 6-8, Article 4, Section 13 Compensation for Additional Period of Instruction remains in effect. This paragraph replaces paragraph two in the August 4, 2020 MOU signed by both parties. Article 13, class size overage payments shall not apply to this situation.
8. No unit member will be required to work beyond the length of the duty day that existed in the 2019/20 school year. The 2020/21 reduced day schedule will facilitate preparation time for Distance Learning. This excludes any unit member that chooses the option to hold a live meeting after school for additional compensation as referenced in 4.c.2.
9. The District will give at least one week notice when transitioning between the phases of instruction. Less than one week may occur if directed by a governing agency, informed of new regulations and/or the county moves between the tiers of the California Blueprint for a Safer Economy.
10. All monetary compensation related to Long Term and Short Term Distance Learning is retroactive to Monday, September 21, 2020, if an agreement is signed and ratified prior to December 2, 2020. The compensations cease during any period of time that the District for any reason a classroom or site begins an instructional format that is exclusively distance learning.
11. The District and the Association reserve the right to negotiate any additional impacts and effects pertaining to the 2020-21 school year.
12. This proposal is for a one-time agreement for the 2020/21 school year without creating a precedent or past practice and shall expire on June 30, 2021, or until normal school operations resume whichever is earlier.
13. Attached to the Agreement is the current Phases of Instruction and Reopening Plan. EETA will be notified of any changes and reserves the right to negotiate impact.

14. In summary, additional compensation during the Phases of Instruction are as follows:
 - a. Phase 1: Full Distance Learning - No additional compensation
 - b. Phase 2: Hybrid (In-person and DL students on caseload/roster), No additional compensation and Monday is not an in-person instructional day. It follows the Monday responsibilities as detailed in the Phases of Instruction. If any grade is in a Hybrid model, no grades shall have in-person instruction on Monday.
 - c. Phase 3: 5 days In-person - Compensation as defined as number 3 and 4 of this agreement, \$100 weekly. Optional compensation for "District Preferred" live instruction provided as per 4.c. 1 or 2.
15. The credentialed School Nurse salary schedule shall be moved to the existing School Psychologist column.

This proposal is for a one-time agreement for the 2020/21 school year and shall expire on June 30, 2021, with the exception of number 15 Nurse Salary Schedule. Any continuance of this proposed agreement would require a new agreement. This tentative agreement is subject to ratification by the EETA Membership and approval of the Board.

This agreement has been accepted by both parties and closes Article 4: Compensation negotiations for the 2020/21 school year. The District and EETA may still sunshine their two articles for negotiations.



ENTERPRISE ELEMENTARY SCHOOL DISTRICT

INTEROFFICE MEMO

DATE:
TO: CERTIFICATED STAFF WHO MEET STRS RETIREMENT AND EETA RETIREMENT GUIDELINES
FROM: BRIAN WINSTEAD, SUPERINTENDENT
RE: RETIREMENT INCENTIVE FOR 2020/21

The District hereby offers unit members a retirement incentive for the 2020-2021 school year. Those members who meet the retirement guidelines either for a STRS Golden Handshake, or who meet the qualifications listed in Article 18 – Health Insurance for Retirees of EETA bargaining agreement (attached), may choose one of three options (see below).

As many of you know, the County cannot approve and we cannot offer the Golden Handshake unless we can show sufficient savings to the District as determined by the county office of education.

Thus, in order to offer the STRS Golden Handshake and/or one of the three options listed below, the District must receive 10 irrevocable letters of resignation/retirement effective during the board approved window period (_____). This resignation/retirement shall nevertheless be effective if the District receives fewer than 10 resignations/retirements if the county office of education advises the District in writing that such resignations/retirements generate savings under the Golden Handshake (Option A) based on perimeters and calculations determined by the county office of education. Such irrevocable resignation/retirement letters must be received no later than _____, 2021. Late letters cannot be accepted. The irrevocable resignation/retirement shall be null and void if the county office of education does not approve the Golden Handshake.

The District will not be able to offer or consider another Golden Handshake for at least 4 years.

Retirees will have a choice of three options:

Option A Golden Handshake – 2 years additional service credit

Criteria: Unit member must be 50 years of age with 30 years of service, or age 55 with at least 5 years of service. Unit member must be an active employee to retire under STRS Golden Handshake and must retire within the board approved window period of _____ through _____.

Option B The District will pay the retiree up to an additional \$600 per month, for up to a maximum of 10 years or until age 65, whichever comes first, with a maximum total cash payout not to exceed \$36,000. The retiree may elect to apply this payment (up to \$600 per month) toward retiree health and welfare benefits selected by the retiree or by monthly check.

Criteria: Unit member must retire within the board approved window period of _____ through _____ and meet the criteria of Article 18 (attached).

Option C The District will pay \$25,000 one-time lump sum to be made within 30 days of the date of retirement.

Criteria: Unit member must retire within the board approved window period of _____ through _____ and meet the criteria for either Option A or Option B.