## **Agreement Between**

## Enterprise Elementary School District and Enterprise Elementary Teachers' Association

## **November 30, 2020**

The Enterprise Elementary School District and the Enterprise Elementary Teachers' Association agree as follows:

- 1. All members will receive a one time payment of 2.0%.
- 2. All members will receive a one-time payment of 0.5% (in recognition of the management involved for both providing instruction to in-person and distance learning students simultaneously through November 20, 2020).
- 3. 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.
- 4. 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.
- 5. Teachers solely managing Edgenuity online courses shall serve 6th-8th grade levels and have a maximum caseload of 40, with no additional compensation.
- 6. After January 11, 2021, in the event exclusive Distance Learning classes are full, 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 (simultaneously within the same class instructional period) shall receive \$100 per week for providing live instruction. No additional compensation shall be paid to teachers in a Hybrid model as students will learn from home on Monday (see Phases of Instruction).
- 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.
- 9. If the District is unable to serve lunch on campus, due to additional public health restrictions, the student's on campus instructional day will be further shortened by a minimum of 30 minutes. Unit members will take their 30 minute duty free lunch after student dismissal and bus duty. The District will maintain K-5 recess to allow an

additional break during the school duty day. If guidelines become less restrictive the District will return to the original shortened day schedule as defined in the MOU signed August 4, 2020.

- 10. 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.
- 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. The credentialed School Nurse salary schedule shall be moved to the existing School Psychologist column.

This is a one-time agreement for the 2020/21 school year and shall expire on June 30, 2021, with the exception of number 14, Nurse Salary Schedule. Any continuance of this 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.

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For EESD:

For EETA:

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