

**Agreement Between the Enterprise Elementary School District  
and the Enterprise Elementary Teachers' Association**

**October 1, 2020**

**The District is facing cash deferrals of \$8.2 million, a \$1400 per pupil funding decrease (\$5.04 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. 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.**

1. 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). This bank will expire on June 30, 2021. Excess sick leave cannot be converted to Personal Leave or Personal Necessity days. Any unit member that does not use ANY of the Excess Sick Leave shall receive a one-time payment of 1.25% by July 31, 2021.
2. In-person unit members that have Distance Learning (DL) students assigned to their class list/roster/caseload while also being responsible for in-person students shall receive \$100 per week. The compensation is associated with facilitating DL students (detailed below).
3. Distance Learning (While also responsible for in-person instruction)
  - a. Provide the office with any materials the student will need at home (textbooks, Chromebook, workbooks, etc.)
  - b. Daily Live Interaction
    - i. Class meeting (peer interaction)
    - ii. Include in live instruction with in-person students
  - OR
  - iii. K-5 option to meet with student(s) after dismissal for no less than 60 minutes of instruction.
  - c. Post assignments in Google Classroom or paper/pencil
  - d. Take attendance using DL codes (May update attendance on Monday based on completed work).

- e. If a student is in Short-Term DL the SSC will populate DLX attendance code. Sites will determine communication methods between SSC and teacher regarding completed work if status changes to "DLP."
  - f. Complete Weekly Engagement Report
4. For the 2020/21 school year, students requesting independent study will be served through DL model.
  5. 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.
  6. In order to prevent school closure due to lack of coverage, the District may require unit members to work during their contractual prep period. Compensation to be paid per Article 4, Section 13.
  7. 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 option 3iii for delivery of DL.
  8. Mistletoe 6th grade shall be allowed to over enroll up to 35 students based on the current teacher consent and currently enrolled students.
  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 is retroactive to Monday, September 21, 2020. The compensations cease during any period of time that the District for any reason begins an instructional format that is exclusively distance learning for all sites and classes.
  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 when responsible for both in-person and DL students, \$100 weekly.

This proposal is for a one-time agreement for the 2020/21 school year and shall expire on June 30, 2021. 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.

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