

**Enterprise Elementary School District & EETA
Memorandum of Understanding**

Enterprise Elementary School District, (DISTRICT) and the Enterprise Elementary Teachers Association (EETA) agree to the following:

Charter Provisions-Association/Unit Member's Rights

Effective July 1, 2017, all certificated unit members of Redding Collegiate Academy and PACE Academy shall continue to be considered employees of the District without any break in service or change in employer. As required by law, the District shall continue to meet its obligations under the collective bargaining agreement with EETA. All certificated unit members shall maintain their seniority dates, ranking and probationary or permanent status as if no change had occurred.

All certificated unit members shall retain all legal and bargained rights and benefits that they had as employees of the District prior to conversion charter status, including, but not limited to changes in working conditions.

The District will continue to abide by all employee rights, including but not limited to, salary placement, working conditions, evaluation, due process, process for resolving complaints and grievances, benefits, termination, work year and other dispute resolution as stated in the collective bargaining agreement with EETA. All other employment related disputes shall be resolved as they would have been prior to the commencement of the charter school.

Grade level assignments will be similar to the current Redding Collegiate Academy and PACE Academy. The current CDS teacher stipend shall continue to apply to PACE Academy teachers.

Redding Collegiate Academy and PACE Academy shall not be exempt from California Education Code sections concerning certificated employee rights. These rights shall not be abridged, diminished or eliminated by revisions to the charters. All provisions of the California Education Code that concern certificated employee rights shall continue to apply to the Redding Collegiate Academy and PACE Academy, including but not limited to EC Sections 1-283,7000-7058; 22000-28101; 32000-32212; 44000-4469; 44700-45061.5; 48900-49091.24. California EC Section 47610 shall not be applicable where employment rights are at issue.

The District shall continue to participate in the State Teachers' Retirement System (STRS). The District will continue to contribute at the same contribution rates and defined benefits as before the change subject only to future changes by STRS, PERS or the CA legislature. The District will also continue to make contributions for workers compensation insurance, unemployment insurance and any other payroll obligations of an employer.

Changes in program implementation, amendments, or modifications to the charter school(s), shall be presented to the charter school teachers so that they may provide input on the proposed changes. If any teacher at one of the charter schools wishes to transfer to another campus, they will maintain all rights to transfer under article 16 of the collective bargaining agreement.

If the charter status of Redding Collegiate Academy and/or PACE Academy is voluntarily surrendered, revoked or terminated, all certificated unit members shall continue as employees of the District and shall retain their probationary or permanent status and seniority dates as if there had been no break in service.

The provisions enumerated above regarding charter provisions/unit member's rights shall be in full force and effect from July 1, 2017 and shall continue year by year until such time that the charter schools are no longer in existence or the parties mutually agree to amend this agreement.

School Nurse Duty Days:

The School Nurse Duty Days shall be increased by five (5) days (185 to 190 days) for the 2016/2017 school year. The School Nurse Duty Days shall be increased by ten (10) days (185 to 195 days) for the 2017/2018 school year. Placement of the additional duty days shall be determined by the Special Education Director.

Any continuance of an increased work year beyond 2017/2018 must be agreed upon in collective bargaining.

Special Day Class (SDC) Class Size:

Any SDC teacher that is willing to take up to two (2) additional students in their class during the 2017/2018 school year will inform the District by May 30, 2017. If hired after May 30, 2017, the SDC teacher will inform the District within 30 days of hire. This early notice will allow the District to make staffing plans for the 2017/2018 school year.

If an additional student(s) is added to the SDC teacher's classroom roster they shall be compensated at a rate of \$10 per day per student. The first ten (10) school days and the last ten (10) school days of the year shall be exempt from these provisions.

Any continuance of an increased SDC class size beyond 2017/2018 must be agreed upon in collective bargaining.

This agreement has been accepted by both parties as of the date listed below.



Aimee Howland, EETA

5/15/17
Date



Brian N. Winstead, Ed.D, Superintendent

5/15/17
Date