

**TENTATIVE AGREEMENT BETWEEN  
GARVEY SCHOOL DISTRICT (GSD)  
AND  
GARVEY EDUCATION ASSOCIATION (GEA)**

**May 2005**

**Tentative Agreement**

This document contains all issues on which the parties have reached tentative agreement. Any matter discussed by the parties that is not addressed herein, is considered withdrawn. The provisions of the current collective bargaining agreement shall remain the same except as modified and agreed to in this tentative agreement. Final agreement is subject to ratification by the respective parties.

In settlement of negotiations for July 1, 2004 through June 30, 2005, the Garvey School District and the Garvey Education Association agree to the following:

**GEA/GSD Tentative Agreement for 2004-2005**

**Article 6: SALARY**

In 2004-2005, the GEA shall receive a 2% increase in salary effective July 1, 2004. The District and the Association agree that if another bargaining unit receives a greater salary percentage increase, the Association will be entitled to the same increase.

**Appendix C Calendar:** Has already been Board approved and published in the District.

## **Article 5: DUTY HOURS (Rainy Days)**

- 5.9.1 There shall be a forty-four (44) minute, duty free, uninterrupted lunch period for grades pre-school through eight, except for rainy-day schedules and designated “Environmental Days”, wherein said lunch period shall be no less than thirty (30) minutes.
- 5.9.2 The site administrator will collaborate with staff in developing the procedures for the implementation of rainy-days.
- 5.9.3 Those minutes of increased instructional time, incurred during rainy-day scheduled school days due to shortened lunch periods, shall be accrued and utilized to provide shortened days at the rate of one (1) shortened day for every four (4) rainy-day scheduled days. Said shortened days are to be scheduled by the District in consultation with the site administrator and the certificated staff at the site. This time shall be used for unit member preparation. On scheduled shortened days, students will be dismissed one (1) hour early.
- 5.9.4 An “Environmental Day” may be called by the Superintendent/designee whenever there is a health or safety risk which is not covered by California Gov. Code 3100. An “Environmental Day” shall be accrued in fifteen (15) minute increments and shall be added to the accrued time for rainy-days.
- 5.9.5 No rainy-day time will be accrued after June 1<sup>st</sup> of the current school year.
- 5.9.6 All shortened days as defined in Sections 5.9.3 and 5.9.4 must be scheduled by June 1<sup>st</sup> of the current school year.
- 5.9.7 When a school has less than one (1) hour of accrued minutes by June 1<sup>st</sup>, the site will be able to take these minutes in fifteen (15) minute increments by utilizing extended duty-free lunch periods. The site administrator will collaborate with staff in developing the extended lunch period schedule.
- 5.9.8 A maximum of one (1) fifteen (15) minute increment per lunch period per day can be used to extend the lunch period up until the day before the last day of school.

**Early Retirement Incentive: Public Agency Retirement Services (PARS)  
Supplementary Retirement Plan  
Mid Year 2005-06**

The Garvey School District and the Garvey Education Association agree to implement the PARS Supplementary Retirement Plan for the 2005-06 school year.

**1.0 Eligibility**

1.1 Those certificated non-management employees who:

- a) are employed by the Garvey School District as of **September 6, 2005**; and,
- b) as of **January 31, 2006**, are eligible for STRS retirement (55 years of age with 5 years of certificated service or at least 50 years of age with 30 years of certificated service). Additionally, unit members must have served as certificated employees for a minimum of 10 years in the Garvey School District.
- c) have resigned from District employment effective **January 31, 2006**; and,
- d) have retired under STRS on **February 1, 2006**.

1.2 Unit members who have applied for the Half-time Teaching Pre-Retirement option for the 2005-06 year, and agree to teach full time in the first half of the work year, are eligible to apply for PARS. If the District withdraws PARS due to lack of numbers, these unit members will continue on the Half-time Teaching option.

**2.0 Participation Requirements**

2.1 If a minimum of 20 certificated non-management employees enroll in the incentive by the enrollment deadline of **November 15, 2005**, the incentive will go into effect. If the District does not reach its goal of 20 participants, the District will evaluate the potential savings from the group of applicants and determine whether or not an acceptable level of applicants has been reached.

Participating employees shall submit all required enrollment materials and a District Letter of Resignation to PARS on or before **November 15, 2005**. As of the enrollment deadline, resignations of participants are **IRREVOCABLE** and may not be rescinded unless the District withdraws the PARS incentive pursuant to Paragraph 2.2 below.

2.2 If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the incentive, provided it notifies enrolled employees of the withdrawal on or before **November 23, 2005**. If the District withdraws the incentive, resignations will be automatically rescinded.

2.3 Participation in the retirement incentive requires:

- a) submission of required PARS enrollment materials and a District Letter of Resignation to PARS by **November 15, 2005**;

- b) resignation from District employment effective at the end of the work day on January 31, 2006;
- c) retirement from STRS on **February 1, 2006**; and,
- d) completion of Emeritus Employee Program pursuant to Section 4.0.

### **3.0 Incentive Payments**

3.1 Regarding the basic incentive under this plan:

- a) For eligible participants, the basic, unmodified benefit shall be a monthly cash income for the lifetime of the participant equal to one-twelfth of seven percent (7.00%) of final pay.
- b) For purposes of this plan, final pay shall be defined as the 2005-2006 Contract Salary multiplied by the participant's current FTE (full-time equivalent).
- c) Should a salary increase for 2005-06 be negotiated subsequent to the implementation of the PARS program, participants shall receive the negotiated salary increase and PARS will adjust the PARS payments.

3.2 Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered.

3.3 The choice of form of payment (and the choice of payment beneficiary, if choosing a joint and survivor form of payment) shall become final upon **November 15, 2005**, and shall not be subject to change thereafter.

3.4 District PARS benefits are scheduled to commence on **February 1, 2006**.

### **4.0 Emeritus Employee Program Requirements**

4.1 Participation in the Emeritus Employee Program shall require employees to fulfill their current professional responsibilities during the Emeritus Employee Program for the remainder of the 2005-06 school year subject to the needs and requirements of the District. In the event an enrolled participant fails to complete the required Emeritus Employee Program, the District reserves the right to cancel the employee's PARS benefit. An Emeritus Employee will remain a full member of the GEA for all contractual provisions except for salary, leaves, evaluation and retirement.

4.2 Emeritus Employees are required, except under extraordinary circumstances, to participate in the District sponsored Emeritus Employee Program. In the event of an enrolled participant's emergency or the emergency of the participant's family (family as defined in GSD/GEA Contract, Articles 8.4 and 11.1), the District reserves the right, on a case-by-case basis, to excuse the employee from participation in the required Emeritus

Employee Program. Should the employee be excused from the program, the retiree would be eligible to receive the same medical benefits available to regular retiring employees.

- 4.3 The rate of pay for Emeritus Employees shall be \$150 dollars per day subject to FTE adjustments. Any salary increase for the 2005-2006 year would not be applicable to the daily rate of the Emeritus Employees' pay.
- 4.4 Emeritus Employees shall receive five (5) days of paid leave from February 1, 2006 – June 19, 2006. In the event an Emeritus Employee does not use the five (5) days, the District shall pay \$150 dollars per day for the unused days.

### **5.0 Post-Employment Fringe Benefits**

- 5.1 Emeritus Employees shall be eligible for the same health benefits as currently available to active employees until **September 30, 2006**.
- 5.2 Effective October 1, 2006, participants in the PARS Supplementary Retirement Plan shall be eligible for:
- District medical coverage health benefits equal to, but not to exceed, the cost of the premium for the least expensive health plan to age 65.
  - Other health plans offered by the District with the retiree paying the difference between the least expensive health plan and the plan selected.
  - Retiree has the option for dependent coverage through the District health plan, at retiree's expense, to age 65.
  - Dental, Vision and Life Insurance coverage provided by the District, to age 65.
- 5.3 At age 65, the District will contribute \$64.60 per month toward Medicare supplemental health plan. In order to receive this benefit, the retiree must remain enrolled in a health plan offered by the District.

### **6.0 Contract Administrator**

- 6.1 The Contract Administrator for this Retirement Incentive shall be Public Agency Retirement Services.

## **Article 12: EVALUATION PROCEDURES**

12.1 Evaluation and assessment of the performance of unit members shall be made on a continuing basis (at least once every semester for probationary and temporary unit members). Should a unit member be employed after the mid-point of the first semester of a school year, evaluation for that semester shall be at the option of the evaluator.

Unit members with permanent status, and fewer than ten (10) years of service shall normally be evaluated, in writing, once every two (2) years.

Unit members with permanent status who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards in all areas, shall be evaluated every three years if the unit member and evaluator consent to this schedule. In the event the evaluator withdraws consent, notice and identifiable cause(s) shall be provided to the unit member, in writing, by October 15<sup>th</sup>.

The District may evaluate permanent unit members more often than the minimum required if:

- 1) there is an “unsatisfactory” written evaluation during the previous cycle,
- 2) the unit member’s current performance has significantly declined since the most recent written evaluation,
- 3) there has been a change of work site; and/or,
- 4) if there has been a change of grade level/teaching assignment.

**Article 31: TERM**

The term of this agreement shall be for the 2004-2005 school year.

The District and the Association shall implement the PARS Retirement Plan for the 2005-06 year only.

The District and the Association will negotiate a new contract for the 2005-2006 school year.

**Signatures to the Tentative Agreement:**

**FOR THE DISTRICT:**

\_\_\_\_\_  
Genaro Alarcon

\_\_\_\_\_  
Frank Busigin

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Robin Libby

\_\_\_\_\_  
Lindsey Ma

\_\_\_\_\_  
Marilyn Malmquist

\_\_\_\_\_  
Barbara Razo

**FOR THE GEA:**

\_\_\_\_\_  
Pat Kasababian

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Dr. Alice Clement

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Linda Byrne

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Cathie Camacho

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Michael Drange

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Les Nakasaki

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Elaine Sarkisian

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Mark Spencer

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Mary Lou Villanueva

Date of Tentative Agreement: May 20, 2005