

**GARVEY SCHOOL DISTRICT RESPONSE TO  
GEA'S JUNE 11, 2012 PROPOSAL**

**June 21, 2012**

**In response to the Garvey Education Association's June 11, 2012 proposal the Garvey School District responds as follows:**

The District proposes that the parties enter an MOU covering furlough days, professional development days and the restructuring of parent conference days since the professional development day and the one furlough day the District is proposing would occur on the parent conference day. In addition, District agrees with GEA's proposal for the formation of an advisory GSD/GEA Professional Development Committee, and a negotiation sub-committee on duty hours. The District also proposes the creation of a negotiation sub-committee on medical and fringe benefits issues. The issues the District has not previously proposed be deferred for negotiations in January 2013 would continue to be bargained in the ordinary course when school reconvenes in September.

**The MOU the District proposes would sunset June 30, 2013 and read as follows:**

**WORK YEAR AND SALARY**

The 2012-2013 work year will consist of 182 work days consisting of 179 instructional days, 1 teacher orientation day on August 31, 2012 and two (2) furlough days. The salary schedule will be reduced commensurately for the 2012-2013 work year. One furlough day shall occur on an instructional day, and the other shall occur in lieu of the 1st trimester parent conference date.

Should either of the school funding tax initiatives pass, the District shall restore one (1) furlough day for every \$25.50 in funded base revenue limit dollars the District receives in fiscal 2012-2013 above the Base Revenue Limit of \$4542.76.

**PROFESSIONAL DEVELOPMENT**

Contingent on GEA's acceptance of the two (2) furlough days referenced above, unit members may attend one (1) professional development day and shall be paid at their per diem rate for such attendance. The professional development day shall occur in lieu of the 2<sup>nd</sup> trimester parent conference day.

The parties agree to the creation of an advisory joint GSD/GEA Professional Development Committee.

## **PARENT CONFERENCE DAYS**

The provisions of Article 5: Duty Hours relating to parent conference days will be suspended for the 2012-2013 school year so that the District may schedule parent conference time to occur in one week after school in the fall trimester and another week after school in the spring trimester spread across five days of each such week. The District shall schedule five shortened days of instruction for such weeks to accommodate the parent conferences.

## **NEGOTIATION SUB-COMMITTEE ON DUTY HOURS**

The parties agree to create a negotiation sub-committee composed of three GSD negotiation team members and three GEA negotiation team members to be convened during the summer to discuss and attempt to resolve duty hour concerns.

## **NEGOTIATION SUB-COMMITTEE ON MEDICAL AND FRINGE BENEFITS**

The parties agree to create a negotiation sub-committee composed of three GSD negotiation team members and three GEA negotiation team members to be convened during the summer to discuss and attempt to resolve medical (including retiree medical) and fringe benefits issues.

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**In addition to the MOU proposed above the District maintains its remaining proposals as follows:**

## **ARTICLE 5: DUTY HOURS**

### **District Proposal on Article 5, Duty Hours, Section 5.1**

The current language of Article 5, Section 5.1, states that the duty day is 7 hours and 10 minutes and yet permits unit members to leave their school sites after just 6 hours and 45 minutes. The District proposes deleting the provision for leaving early as follows:

- 5.1 The work day for all unit members shall be 7 hours and 10 minutes. At their respective sites, unit members are required to report thirty (30) minutes before classes begin. ~~Unit members may leave their worksite after 6 hours and 45 minutes provided that all professional responsibilities are satisfied.~~ Professional responsibilities during the duty day include, but are not limited to, parent conferences, student study team meetings, IEPs, faculty meetings, and regularly assigned after-school duties, provided that no additional duties shall be assigned without the mutual consent of the site faculty and administration.

**Rationale:**

Based on the current contract language, and taking into account the provision for a 44 minute duty-free lunch, the current contract allows for an actual duty day of just 6 hours and 1 minute. This is significantly less time than the duty days for most teachers across similar school districts. In addition, with the current provision for unit members to leave early, some grade levels are just barely meeting their minimum instructional time. The District and GEA previously bargained for a 7 hour and 10 minute duty day; the current language undermines that agreement and the District believes that realizing the full extent of the duty day, as negotiated and agreed to, will improve the quality of the instructional day.

**District Proposal on Article 5, Duty Hours, Section 5.2.2:**

Mirroring the District’s proposal on Article 4, Section 4.1.1, the District proposes to amend Article 5, Section 5.2.2 to eliminate obsolete language referring to a quarter/semester schedule. In addition, the District proposes deleting obsolete language regarding scheduling proficiency testing conferences. Accordingly, the District proposes to amend Section 5.2.2. as follows:

5.2.2 **Parent conferences** (two days per year): The work year calendar (Appendix C and C2) will schedule the two parent conferences on a Friday following ~~the 1<sup>st</sup> and 3<sup>rd</sup> quarter~~ or the 1<sup>st</sup> and 2<sup>nd</sup> trimester grading periods.

After consultation with unit members, schedules shall be determined at each school site. Flexible scheduling shall be allowed as long as the Parent Conference Day contains the 7 hours 10 minutes workday. ~~If a staff is not able to agree upon a schedule, the professional workday shall be followed for the Parent Conference Day.~~ Nothing in this agreement shall prohibit a staff from scheduling a portion of the Parent Conference Day on the Thursday evening prior to the scheduled Friday conference day. The remaining portion of the 7 hours 10 minutes workday shall be scheduled on Friday.

~~Proficiency testing results conferences are to be scheduled concurrently with Parent Conferences.~~

**Rationale:**

As noted above, the language that all District schools not operate on a trimester schedule and language referring to quarters is obsolete. In addition, the District no longer implements conferences to specifically discuss proficiency testing results. As such, the District proposes eliminating this obsolete language from the contract as well. To hold parent conferences for all parents a 7 hour and 10 minute day is required. The day should

not be shortened as a default simply because the administration and teachers may not be able to agree on a schedule.

## **ARTICLE 6: SALARY**

### **Article 6, Salary, Section 6.9, Bilingual Stipends:**

The District proposes the bilingual stipend be deleted effective July 1, 2012.

#### **Rationale:**

As the credentialing equivalents of CLAD and BCLAD training have become part of the standard certificated credential, newly graduated teachers are not eligible for the bilingual stipends at issue in the contract, though they have undergone the same training and have the same qualifications as more senior unit members who are receiving the stipend. The District believes that continuing to maintain a stipend that is only available to select unit members is unfair to unit members who can never be eligible for such stipends. Furthermore, as noted in the District's analysis of market data for certificated employees, few districts continue to offer CLAD and/or BCLAD stipends, and the District is not in a position to continue to offer a stipend that is over and above comparable teacher compensation. Moreover the elimination of the bilingual stipend will not have any impact on students or instruction.

GEA has proposed that the bilingual stipend be restored if either of the two tax increase initiatives passes. If either of the initiatives pass, the District must first receive enough funded base revenue limit dollars to restore all furlough days and any salary rollbacks to all employees and use any additional funding to restore critical cuts in other areas.

It must be noted that, by eliminating CLAD and BCLAD stipends, the District stands to save approximately \$93,000, the equivalent of 1 1/3 teaching positions. If, as GEA suggests the bilingual stipend is eliminated only after both tax initiatives fail to pass, the District will not be able to rescind, now, at least one lay-off notice because it must budget, now, for a loss of \$479 per ADA.

### **District Proposal on Article 6, Salary, Section 6.11, Recruitment Bonus:**

The District proposes to delete Section 6.11 and eliminate the recruitment bonus.

#### **Rationale:**

The recruitment bonus was implemented during a time of growth, when the District was implementing class size reduction to increase staffing numbers at an

unusually rapid rate. Times have changed drastically since the recruitment bonus was implemented and districts all over the State are now laying off teachers in record numbers. In the current economy, teachers are actively seeking jobs wherever they are available and the District does not need to offer a recruitment bonus to encourage highly qualified applicants to apply for positions with the District. At this time, and in light of the District's need to realize cost savings by any means possible, it is imprudent and wasteful to continue offering a recruitment bonus, and elimination of the bonus stands to save the District money without having any impact on students or instruction.

#### **ARTICLE 7: RETIREMENT**

##### **District Proposal on Article 7, Retirement, Section 7.5, Retiree Medical Benefits:**

The District proposes to amend Section 7.5 to eliminate provisions for post-retirement benefits after age 65.

##### **Rationale:**

Providing post-retirement health benefits contributions after a retiree reaches age 65, and therefore is eligible for Medicare, is over and above the compensation packages provided to similarly situated employees in comparable school districts. In fact, no other school district surveyed in the market analysis offers such lifetime health benefits, and the District is not in a financial position to offer such generous benefits when the District is actively looking to implement budget cuts wherever possible. At this time, the benefits contribution for retired employees over age 65 costs the District approximately \$83,000. While eliminating this provision from the contract would not eliminate the costs of those benefits for employees who have already retired and are therefore entitled to a continuing contribution, eliminating Section 7.5 now will realize increasing savings each year going forward, at a rate of approximately \$112/per month for each new retiree who reaches 65, without having any impact on students or instruction.

#### **ARTICLE 8: FRINGE BENEFITS**

##### **District Proposal on Article 8, Fringe Benefits, Section 8.2:**

The District proposes to delete section 8.2.

~~8.2 It has been the practice of the Garvey Education Association and the Garvey School District for unit members who need a family plan (more than 2 parties) to provide at least one plan without a premium expense to the unit member.~~

~~Unit members choosing the lowest family plan and lowest dental and vision plan will have their total cost for medical, dental, vision, and basic life insurance (\$20,000) paid for by the District regardless of the \$9,500 cap. Currently the Kaiser family plan and the Delta Dental PMI costs exceed the \$9,500 cap. Should the cost of the lowest family plan drop, the unit member may choose an alternative dental plan subject to the \$9,500 cap.~~

**Rationale:**

In past years, the District has disregarded the \$9,500 cap for employee benefits to assure that the District was able to provide unit members with at least one family benefits plan at no cost to the unit member. Due to ever increasing costs for health care coverage and the District's current economic crisis, it is not possible for the District to continue to off-set the costs of providing a full benefits package at no cost to the employee. As such, the District proposes reverting to the hard cap of \$9,500 for benefits of all unit members. The District projects a potential for unrestricted savings from implementing the hard cap of approximately \$196,000, the equivalent of more than two furlough days, without having any direct impact on students or instruction. In these economic times, it would be irresponsible for the District to continue bearing the burden of a no-cost benefits plan over and above the negotiated cap for fringe benefits.

**District Proposal on Article 8, Fringe Benefits, Section 8.3:**

The District proposes to delete section 8.3.

~~8.3 — In the event the District increases the benefit cap (medical, dental, vision, life \$20,000) above \$9,500 for any other employee group, the GEA shall receive the increased benefit cap.~~

**Rationale:**

While the benefits provided to GEA's unit members under Article 8 are based on a flat contribution cap, the benefits articles in the collective bargaining agreements with the District's other bargaining units provide for a multiple-tiered system of fringe benefits with specific levels of plan coverage, as agreed upon in their respective contracts. These two varied systems of administering benefits coverage do not readily lend themselves to a direct comparison of benefits across employee groups, and while some unit members in other bargaining units may receive contributions in excess of \$9,500, many more receive a maximum contribution from the District of significantly less than \$9,500. Accordingly, the District proposes to eliminate the language of Section 8.3 which attempts to force

an inappropriate comparison of these two very different systems for administering benefits programs.

## ARTICLE 11: LEAVES

### **District Proposal on Section 11.13, Association President Leave, and Section 11.14, Association Leave:**

The District proposes to withdraw its waiver of Education Code Section 44987 and amend Sections 11.13 and 11.14 specifically as follows:

#### 11.13.1:

11.13.1.1 Pursuant to Education Code section 44987, the Association shall reimburse the District for all compensation paid to the Association President on account of the leave, including any of the following actually paid by the District: salary, health benefits, statutory benefits, and retirement fund contributions.

11.14.1 A maximum of forty (40) days of release time per school year may be utilized by members of the bargaining unit, as designated by the Association, for attendance at local, state and/or national meetings/conferences; or for conduction other business pertinent to Association affairs. Such release time shall be requested with prior reasonable notice to the Superintendent or his/her designee. Pursuant to Education Code section 44987, ~~the~~ the Association agrees to reimburse the District ~~the amount paid by the District to employ a daily substitute for thirty (30) of the forty (40) days.~~ for all compensation paid to the unit member taking Association release time, including any of the following actually paid by the District: salary, health benefits, statutory benefits, and retirement fund contributions. This leave shall be in addition to any other release time granted in other articles of this agreement.

#### **Rationale:**

Education Code section 44987 provides that the District must grant leave to GEA's elected representatives when GEA determines that it is necessary to have its representatives engage in official Association business. However, employees released to engage in Association business are deemed to be under the control and authority of the Association, not the District, and once the District pays the employee's compensation for such leave, GEA is statutorily required to reimburse the District for that employee's full compensation within 10 days. In prior years, the District and GEA have negotiated an arrangement under which the District was bearing a significant portion of these operational costs for GEA. However, the District has a statutory right to full compensation, and, in light of the current

economic crisis, the District must withdraw any prior waiver of its statutory right to reimbursement and insist that GEA compensate the District to the full extent required under Education Code section 44987.

Requiring GEA to reimburse the District for the President's leave time and Association leave time, as required under Education Code section 44987, would save the District more than \$40,000 a year, the equivalent of more than ½ of a teaching position. It is also the equivalent of almost a half of a furlough day and this cut would have no impact on students or instruction. Accordingly, by this proposal, the District withdraws any implicit or explicit waiver of its statutory right to full reimbursement under Education Code section 44987.

#### **ARTICLE 15: REDUCTIONS IN FORCE ACTIONS...**

##### **District Proposal on Article 15, Reductions in Force Actions and Effects Relating Thereto, Section 15.5:**

The District proposes to amend Section 15.5 as follows:

15.5 The District shall compensate all permanent teachers laid off in accordance with a reduction-in-force action at their daily rates of pay for long-term assignments of 21 days or more within a period of 60 school days should they be utilized as substitute teachers.

##### **Rationale:**

The current contract language requires that all teachers returning for substitute assignments following a layoff be paid at their full daily rate, regardless of whether or not they were permanent probationary teachers, and regardless of the length of their assignment. The Education Code, at Section 44956(a)(5) only requires full daily rate compensation for assignments greater than 20 days within a period of 60 school days. Compensating all substitutes at the full daily rate costs the District approximately \$240 per day over the sub-rate for each probationary employee working as a substitute, and for any permanent employee working less than 21 days in a 60 day period, greatly reducing the cost savings to the District following a reduction in force and undermining the financial considerations motivating the reduction in the first place. Accordingly, the District proposes that Section 15.5 be amended to reflect the statutory requirements, saving the District \$240 per effected employee per day without having any impact on students or instruction.

#### **ARTICLE 19: PEER ASSISTANCE AND REVIEW**

##### **District Proposal on Article 19, Peer Assistance and Review:**

Pursuant to Article 19 the District has flown consulting teacher positions without any teacher applying. In an effort to provide support to teachers who need it, the District asked GEA about the possibility of allowing academic coaches act as consulting teachers. GEA rejected that suggestion. There are now three teachers who are required to participate in the PAR program in the 2012-2013 school year but the District has not been able to retain any consulting teachers. Accordingly the District's proposal to bargain changes to Article 19 can no longer be deferred to January 2013. The District will submit a specific proposal on this issue when the parties reconvene for negotiations after the summer break.

#### **ARTICLE 26: NEGOTIATIONS TIMELINE**

##### **District Proposal in Response to GEA Proposal:**

26.1 The parties agree that the Association and District shall submit their initial proposals for a successor agreement to the July 1, 2011 – June 30, 2013 agreement no later than the first Board of Education meeting in December, and that the parties shall begin meeting and negotiating in the following January.

Prior to the beginning of bargaining in January 2013 the members of both the GSD and GEA bargaining teams shall attend Interest Based Bargaining Training together.

Assuming agreement can be reached on the terms of the District's package proposal, the District will withdraw the following proposals and re-sunshine them for negotiation commencing January, 2013:

Article 5, Duty Hours, Section 5.9 (sic), Early Release Day

Article 7, Retirement, Section 7.2, Ancillary Services Contract

Article 8, Fringe Benefits:

Section 8.6: Medical Coverage through July 31 for employees whose employment is terminated

Section 8.9: Make up of District Insurance Committee

Article 9 Seniority

Article 10 Transfers and Reassignments:

Section 10.1 Definitions – Obsolete Language

Section 10.2.1.4, Notifications During Current Year: Resource Teacher Applicants

Section 10.3.5: District proposal to incorporate current law (Scott Bill). This language is already binding on the parties by operation of law.

Article 11, Leaves:

Section 11.3, Leave While Holding Public Office

Section 11.6, Maternity Leave

Article 12, Evaluations

Article 23, Site Based Decision Making (SBDM): Obsolete

Article 30, Year Round Education: Obsolete

**ARTICLE 31 TERM:**

**The District's Proposal in Response to GEA's Proposal:**

The term this agreement shall be for two (2) years, effective July 1, 2011 – June 30, 2013

**District Comment:**

This should mean that the parties have tentative agreement on this issue.