

Twin Rivers Unified School District
2015-2016 TRUSD-TRUE Negotiations Update
Joint Communication
Tuesday, August 18, 2015

TRUE Members:

Chris Moran, Lead Negotiator
Janet Edwards, Rio Tierra Jr. High
Paul Lefrancois, Rio Linda High School
Rebecca LeDoux, Foothill Ranch MS
Crystal Grooms, Rio Linda High
Mysti Lingenfelter, Foothill Ranch MS

TRUSD Members:

Gina Lanphier, Assistant Superintendent HR
Bill McGuire, Deputy Superintendent
Jacqueline Perez, Associate Superintendent
Sara Noguchi, Associate Superintendent
David Robertson, Director HR

Through collaborative efforts, TRUE and TRUSD have settled 2015-2016 Negotiations!

Compensation:

- 2.0% Salary Schedule Increase: Retroactive to base Salary to July 1, 2015 for all active employees on the date of Board Approval.
- Any additional time sheet payment or other compensation will be effective on the 1st payroll after approval by the Board of Trustees and there will be no retroactive payment.

1.0% Professional Development Salary outside of the regular work day paid from **Supplemental Concentration Funding** for twelve (12) hours of professional development as determined by the District. Attendance is voluntary; however, attendance is required for payment, no pro-ration, and will be paid on the following schedule:

- ✚ 6 hours completed Semester 1 with .5% paid in January;
- ✚ 6 hours completed Semester 2 with the remaining .5% paid out in June

Article 4—Work Day/Work Year

- 4.2.8.2 **Summer Professional Development Pay**
 - *Members may be paid \$125 per ½ day and \$250 per full day for summer workshops and conferences at TRUSD unless there is a stipend rate that covers that assignment, or a grant rate, which shall apply instead.*
- 4.5.2 **Elementary Substituting**
 - *Members who have extra students placed in their class shall receive compensation of forty dollars (\$40) per day for payment to a maximum of four (4) teachers per divided class.*
- 4.6 **6th Period Assignment**
 - *When such employment is accepted, it shall be compensated at the rate of sixty dollars (\$60) per hour.*
- 4.8.3.1 **Association Business**
 - *A Member serving as Association President who is assigned to an Elementary School or a non-classroom based teacher is entitled to be released for fifty percent (50%) to conduct Association business.*

- 4.9.2 **Days in Work Year**
 - Delete year 2014-2015 as obsolete

Article 7 - Class Size

- 7.1 **Change case load to caseload**
- 7.1.2 **Maximum Number of Students Assigned**
 - Agree to update titles to reflect course/program offerings in 2016/2017 negotiations.
 - Additions: CTE Classes Total Assigned 160; Class size 32
 - Modifications:
 - Lab Type Science (9-12)
 - English Learner (E.L.) changed to English Language Development (ELD, 7-12)
 - Delete: Inside classes (Middle Schools) and Edge Classes (High School) for level 3 or below
 - Tables combined for General Education and Special Education Classes
- 7.5.1.4 **Special Education Elementary Overages**
 - *Payments for overages in Special Education Elementary Classes will be made according to the schedule in 7.5.1.3. The amount shall be assessed and payments made based on the amount of students over caseload and class size in 7.1.2.*
 - This just moves the language in the contract.
- 7.5.2.1 **Secondary Education Overage Payments (7-12)**
 - *In grades 7-12, payment for overages on overage dates shall be calculated as follows: If a Member has more students than the numbers stated in 7.1.2 above, the Member shall be entitled to payment of fifty dollars (\$50) for each student above the numbers listed under Maximum Total Assigned without Overage Payments or Maximum Class Sizes without Overage Payments, whichever is greater.*
 - This clarifies current practice in the contract.
- 7.5.2.4 **Special Education Secondary Overages**
 - *Payments for overages in Special Education Secondary Classes will be made according to the schedule in 7.5.2.2. The amount shall be assessed and payments made based on the amount of students over caseload and class size in 7.1.2.*
 - This just moves the language in the contract.
- 7.6 Delete obsolete language.

Article 8 – Transfers

- 8.5.1 **Postings Prior to March 31**
 - *The District will post on the District's website or other website used for recruitment, e.g. Ed-join beginning March 15...*
- 8.5.2 **Vacancy Postings On and After March 31**
 - *The District will post on the District's website or other website used for recruitment, e.g. Ed-join beginning April 1...*
- 8.5.6 **Language Deleted**

- 8.5.8 When a vacancy occurs after **July 15**, the District may fill the vacancy without going through the posting procedures. **Additional language deleted.**
- 8.6.2.3 **Involuntary Transfer Process**
 - Any Member who is being involuntarily transferred will list his/her preferences from the list of the available vacant positions. **Every effort will be made for said member to be placed in one of his/her top three preferences**, so long as the Member possesses the certifications and qualifications, and otherwise meets the requirements of the position. All involuntarily transferred Members will be placed by the District in vacant positions prior to opening positions to voluntary transfer and outside candidates.
 - Language was added and/or deleted to reflect current practice.

Article 9—Extra Duty Assignments

- 9.1 **Department Chair**
 - Department Chair: The Department Chair provisions contained herein are made applicable to sites with grades 7-12 students (Charter programs excluded) within the District. Departments are defined as having at least seven **periods** in a subject area.
- 9.4.1 **High School Head Counselor Stipends (Increased)**
 - High School grades 9-12 Head Counselor (3 or more counselors) \$3,000.00
 - High School grades 9-12 Head Counselors (2 counselors) \$2,000.00
- 9.5.1 **Added/Increased Stipends**
 - Add two (2) \$5,000.00 stipends for Agriculture Teachers summer supervision duties
 - High School Athletic Director stipend: increase by \$500 for summer duties.

Article 14- Employee Benefits

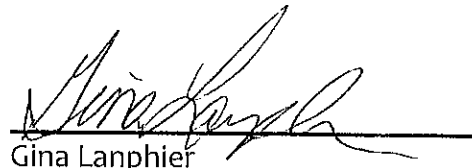
- Miscellaneous Changes to Article
- Increase the Employee's out-of-pocket Emergency Room visit cost to \$100.00 per visit.
- 14.1.1.2 (a) Increase district contribution cap by \$3.88 a month.
 - Allowing for District funded "Employee Only" basic medical plan coverage for 2016.

Next Steps:

- TRUE Ratification—TBD
- Board Approval—TBD



Chris Moran
TRUE Lead Negotiator



Gina Lanphier
Assistant Superintendent HR

ARTICLE 14 – EMPLOYEE BENEFITS

14.1 Health, Dental, Vision, Life Insurance, and Employee Assistance Program: All eligible Members may participate in District offered health, dental, vision and life insurance plans. An Employee Assistance Program (“EAP”) plan of the District’s choosing shall be made available to certificated employees. Participation in employee benefit plans shall not require Association membership. The health benefits providers will determine which Members are eligible to participate in the group plan. **As of January 1, 2016, each certificated member working 90% or greater of a full time employee will be required to enroll as a subscriber in a medical plan unless the member is waiving coverage as of December 31, 2015. If a 90% or greater certificated member who is grandfathered later elects to enroll in a medical plan, they will not be able to return to waived status. To be grandfathered, a certificated member will be required to show proof of other medical coverage. The health benefits provider will determine** the eligibility for participation of persons in legally recognized relationships, and the rates for the participation by two (2) certificated employees who are spouses or registered domestic partners.

14.1.1.1 District Contribution: The District agrees to provide each member who is a full-time employee of the District, fully paid life insurance with a face value of fifty thousand dollars (\$50,000), a fully paid EAP of the District’s choosing and a maximum annual contribution to be applied towards medical, dental, and/or vision as follows:

14.1.1.2 The District monthly employer paid benefit amount is:

- a. For Members selecting “employee only” **medical** coverage the District contribution cap is five thousand five hundred **fifty-three** dollars (\$5,553.00) annually.
- b. For Members selecting “employee plus one” **medical** coverage whether the “plus one” is a spouse or a dependent, the District contribution cap is ten thousand three hundred ninety five dollars (\$10,395.00) annually.
- c. For Members selecting “family” **medical** coverage the District contribution cap is thirteen thousand sixty five dollars (\$13,065.00) annually.
- d. **For members selecting dental and/or vision with no medical coverage, the District contribution cap is five thousand five hundred five dollars (\$5,505.00) annually to use towards dental and/or vision coverage. There will be no cash out paid by the District for any difference in the District contribution versus the premium costs.**
- e. Eligible Members who serve for part of the school year shall receive a pro-rated District contribution.

- f. If an eligible bargaining unit member works less than 90% and whose spouse or registered domestic partner is also **less than a 90%** employee of Twin Rivers Unified School District and is eligible for health benefits shall receive a coordinated District contribution. When the bargaining unit member elects health coverage, the coordinated District contribution will be the **proprated** total of the bargaining unit member's "employee plus one" **medical** coverage and the spouse or registered domestic partner's "employee only" **medical** coverage from their bargaining unit's District contribution. The spouse or registered domestic partner shall take no health benefits and receive no remuneration in the form of a District contribution or "in lieu" payment. The bargaining unit member shall elect "employee plus one" or "family" **medical coverage** and receive the total District coordinated contribution as outlined above, to put towards the cost of the District medical, vision and dental insurance. No additional funds will be provided to either employee.
- g. If an eligible bargaining unit member works less than 90% and whose spouse or registered domestic partner is also **less than a 90%** employee of Twin Rivers Unified School District, is eligible for health benefits and who received a "family" plus an "employee only" coordinated District contribution in school year 2012-13, shall continue to receive the amount of the District contribution received during that year. For these bargaining unit members only, for as long as the bargaining unit member continues to elect "family" health coverage in 2013-14 and beyond, the coordinated District contribution will be the total of the bargaining unit member's "family" **medical** coverage and the spouse or registered domestic partner's "employee only" **medical** coverage from their bargaining unit's District contribution as outlined above, to put towards the cost of the District medical, vision and dental insurance. The spouse or registered domestic partner shall take no health benefits and receive no remuneration in the form of a District contribution or "in lieu" payment. No additional funds will be provided to either employee.

14.1.1.3 All Members, who as of April 30, 2014, opt out of District health benefit coverage, including dental and vision, shall receive one hundred dollars (\$100.00) per month pro-rated over twelve (12) months for full-time employees provided they show proof of other health insurance coverage. All employees after May 1, 2014 will not be eligible for cash in lieu if they enroll in benefits as of May 1, 2014 or a later date, or currently have waived Medical Coverage or are currently not eligible for Benefits.

14.1.1.4 Less than full-time employees shall receive pro-rated amounts based on the following:

- a. An Elementary School Member whose assigned work day is less than fifty percent (50%) of the regular Member work day is not eligible for benefits and will not receive a District contribution for health benefits.
- b. An Elementary School Member whose assigned work day is fifty percent (50%) and over the regular Member work day is eligible for benefits and will receive a pro-rated District contribution.
- c. A Member who works more than eighty percent (80%) of a regular Member workday shall receive one hundred percent (100%) of the District contribution.
- d. A Secondary School work day for the purpose of benefits is defined as six (6) periods, consisting of five (5) instructional periods and one (1) period of preparation time.
- e. A Secondary School Member whose assigned work day is fifty percent (50%) or over (three (3) or more teaching periods), is eligible for benefits on a pro-rated basis as follows:

3 periods = 60% District contribution

4 periods plus 4/5 preparation time = 80% District contribution

5 periods plus one period preparation time = 100% District contribution

The periods referred to above are regular teaching periods; they do not include block teaching periods.

- f. A Secondary School Member whose assigned work day is less than a fifty percent (50%) day (less than three (3) teaching periods) is not eligible to receive benefits and will not receive any District contribution.
- g. Members on schedules 2, 5, 6 and 7, who work under a flexible schedule whose work day is a minimum 0.5 FTE are eligible for benefits and will receive District contribution on a pro-rated basis.
- h. Members on schedules 2, 5, 6 and 7, who work under a flexible schedule whose work day is less than 0.5 FTE are not eligible for benefits and there will be no District contribution.

14.1.2 The District shall offer Members a Section 125 plan (Flexible Spending Account) that is in compliance with the Internal Revenue Code.

14.1.3 Members on paid leave will receive a District benefits contribution on the same basis as Members who are in a regular employment status.

14.1.4 Members on approved unpaid leaves may elect to continue health, dental, vision and life insurance as allowed by the provisions of the plans in force in the District. Such Members shall pay the premium for continued coverage on a month-to-month basis.

14.1.5 Duration of Benefits:

14.1.5.1 Should an employee's employment terminate (excluding retirement), the employee will be afforded rights to retain coverage under COBRA or under the existing life, health, and dental insurance plans to the extent allowed by the carrier. Such employee shall pay all premiums for the continued coverage on a month-to-month basis, except to the extent required by federal law.

14.1.5.2 Upon the death of an active employee, the District will continue to pay health insurance up to the District contribution cap for the surviving spouse (no other dependents) for a period of six (6) months or until the end of the fiscal year in which the death occurs, whichever is longer, only if all of the following conditions are met: The surviving spouse must have been covered by the employee's health insurance through the District at the time of the employee's death. The surviving spouse does not have coverage by any other health insurance. The continuation of the surviving spouse's coverage is permitted under the existing policy.

14.2 Tax Shelter: Members may participate in an approved plan of tax sheltered annuities as allowed under Internal Revenue Code Sections 403 (b) or 457. The District makes no express or implied warranty as to eligibility or tax deductibility under the Internal Revenue Code.

14.3 Retirement:

14.3.1 A full time employee with fifteen (15) or more years from any one of the four predecessor districts and/or Twin Rivers Unified School District may apply for a pre-retirement reduced workload as provided in California Education Code Section 22713.

14.3.2 Retiree Health Benefits: The District will pay up to the single employee District contribution on health insurance in an amount that will not exceed the dollar amount paid to regular full-time employees as stated in 14.1.1.2(a). These premiums would be for a maximum period of ten (10) years between age 55 and 65, or until the retiree becomes re-employed and is covered by a health plan, or becomes eligible for Medi-Cal, Medi-Care, or other government-sponsored program. District retirees shall respond to a District or insurance carrier notice each year, certifying that they are still eligible for District paid retirement benefits. The District retired employee must have completed fifteen (15) years of full-time paid service immediately prior to retirement in any one of the four predecessor districts and/or Twin Rivers Unified School District. Paid service rendered in the Pre-Retirement Reduced Workload Program

between the ages of 55 and 65 shall be considered full-time service for the purpose of this Section.

14.3.3 For employees who retired on or before June 30, 2008, the contract language in effect on the day of their retirement shall remain in full force and effect.

14.3.4 The District will analyze the fiscal feasibility of offering an early retirement incentive.