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FACTFINDING PROCEEDINGS

PURSUANT TO EDUCATIONAL EMPLOYMENT RELATIONS ACT

TWIN RIVERS UNIFIED SCHOOL DISTRICT,

Employer,

and

TWIN RIVERS UNITED EDUCATORS,

Association

PERB Case No. SA-IM-3633-E

FACTFINDING PANEL REPORT

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PANEL MEMBERS

Chair: Gina M. Roccanova, Arbitrator

Employer Panel Member: John Gray, School Services of California

Association Panel Member: John Borsos, Sacramento City Teachers Association

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APPEARANCES

For the District: Matt Phillips, Associate Vice President, School Services of California

Jonathan A. Pearl, Esq., Shareholder, Dannis Woliver Kelley

For TRUE: Brittoni Ward, President, TRUE

Rebecca LeDoux, TRUE

Sarah Cavalari, TRUE

Jackie Howard, California Teachers Association

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BACKGROUND

The Twin Rivers Unified School District (“District”) and the Twin Rivers United Educators (“Association”) are parties to a collective bargaining agreement. The parties began successor negotiations on February 27, 2025 and met 11 times. In the course of negotiations the parties reached agreement on eight contract articles but were unable to resolve their differences on another 16. The final negotiation session took place on October 27, 2025 and on October 28 the Association filed a Request for Impasse Determination/Assignment with the Public Employment Relations Board (“PERB”).

1 The parties met on November 17, 2025 and January 5, 2026 for mediation, which was unsuccessful. The
2 mediator certified the matter to factfinding on January 9, 2026. The parties appointed their respective representatives
3 to the factfinding panel. On January 30, PERB appointed Gina Roccanova as the neutral chair of the panel.

4 The parties convened for factfinding on February 18, 19, and 25, 2026. Both parties presented information
5 and argument through their representatives. The parties attempted mediation following the close of presentations but
6 were unsuccessful in resolving all of the outstanding issues.

7 ISSUES

8 The following issues remain unresolved:

9 1. Article 1 – General Provisions

- 10 a. Shall the term of the CBA be three years with a limited reopened for 2027-28 or two years
11 with no reopener?
- 12 b. Shall the District provide a pool of 100 days of release time per year to be used at TRUE’s
13 discretion?
- 14 c. Shall the District adopt a new process for monitoring student progress?
- 15 d. Shall there be a prohibition on contracting out bargaining unit work without the Association’s
16 approval?
- 17 e. Shall there be a prohibition on replacing bargaining work with artificial intelligence without
18 the Association’s approval?

19 2. Article 4 – Work Day/Year

- 20 a. Shall normal teaching assignments at Secondary Schools consist of six equal periods?
- 21 b. Shall the hourly rate for after-school duties increase from \$40 to \$75 and include time spent
22 on IEP, SST, and 504 meetings beyond the regular school day?
- 23 c. Shall adjunct duties be limited to 10 hours per school year instead of 20?
- 24 d. Shall teachers receive additional compensation for IEP, SST, and 504 meetings beyond the
25 regular school day?
- 26 e. Shall case managers receive one day per quarter for IEP preparation?
- 27 f. Shall the rate for substitute duty increase from \$60 to \$75 per hour?

- 1 g. When classes are split due to the unavailability of a substitute, shall there be a limit of six
2 students added to any class?
- 3 h. Shall the pay rate for split classes be increased from \$60 to \$75?
- 4 i. Shall prep time for Elementary teachers be increased from 90 to 120 minutes per week?
- 5 j. Shall staff be permitted to leave after student dismissal on shortened days before breaks?
- 6 k. Shall the District provide shortened days for the purpose of preparing grades?
- 7 l. Shall teachers have until 3:30 on the last day of each quarter/trimester to submit grades and
8 reports?
- 9 m. Shall the District be prohibited from using grading as a subject of discipline or improvement
10 plans?
- 11 n. Shall the number of work days for members on salary schedule 1 and new classroom teachers
12 be reduced by one day to provide additional time for training, orientation, and staff meetings?
- 13 o. Shall the District provide at least 30 days notice of proposed changes to instructional
14 calendars before bringing those changes to the School Board for consideration?

15 **3. Article 7 – Class Size**

- 16 a. Shall the article on Class Size include a section defining terms?
- 17 b. Shall there be hard caps on class sizes and minimum staffing of counselors, psychologists,
18 aides, and nurses?
- 19 c. Shall there be a maximum ratio on the percentage of students with IEPs in each class roster,
20 subject to overage payments?
- 21 d. Shall there be new provisions related to itinerant staff members?
- 22 e. Shall there be required class size balancing among classes at the same grade level at each
23 school site?
- 24 f. Shall the District pay overage payments of \$45 per student per day?
- 25 g. Shall members who voluntarily teach during prep time receive compensation at 20% of
26 regular salary?

27 **4. Article 9 – Extra Duty**

- 28 a. Shall members be provided with written explanations of extra duties assigned?

1 b. Shall requirements and pay for independent study be instituted?

2 **5. Article 10 – Evaluations**

3 a. Shall the District be required to present evidence and specific examples when a member is
4 rated “does not meet” standards?

5 b. Shall the District be prohibited from evaluating a member not on an evaluation cycle?

6 c. Shall a member be deemed “meets expectations” if evaluation is not completed within set
7 timelines/

8 **6. Article 12 – Member Safety**

9 a. Shall the District be required to ensure filtered air and functioning bathroom facilities at
10 school sites?

11 b. Shall members be dismissed if water and/or electricity are out for more than two hours?

12 c. Shall the parties jointly develop a policy to prohibit cell phone use by students?

13 **7. Article 13 – Salary**

14 a. Shall the District increase the salary schedule by 7.5% for 2025-26 and 4.5% for 2026-27?

15 b. Shall longevity be reinstated on the salary schedule?

16 **8. Article 14 – Benefits**

17 a. Shall the District provide 100% medical coverage at all tiers and for all plans?

18 b. Shall retiree benefit caps increase in tandem with negotiated increases in the future?

19 **9. Article 18 – Joint Leadership Meeting**

20 a. Shall CTA be included in Leadership Meetings?

21 b. Shall Special Education Liaison Committee meetings be virtual?

22 **10. Article 19 – Summer School**

23 a. Shall the rate be increased to \$75 per hour?

24 b. Shall members be paid for bus duty?

25 **11. Article 20 - Early Childhood Education**

26 a. Shall the rate be increased to \$75/hour

27 b. Shall members be excused from providing toileting assistance?

28

- 1 c. Shall the District be prohibited from requiring general education and special education
2 teachers to co-teach?

3 **12. Article 23 – Independent Study**

- 4 a. Shall the rate be increased to \$75/hour?
5 b. Shall a caseload cap be imposed?
6 c. Shall overage payments be made monthly?
7 d. Shall maximum time for academic labs be increased?

8 **13. Article 24 – Personal and Academic Freedoms**

- 9 a. Shall the CBA provide protections for teachers’ lawful personal, political, and religious
10 activities?
11 b. Shall the CBA contain an affirmation of the need to protect teachers from censorship or
12 restraint?

13 **STATUTORY CRITERIA**

14 California Government Code Section 3548.2 requires the Factfinding Panel to apply the following criteria
15 in making its recommendations:

- 16 1. State and federal laws that are applicable to the employer.
17 2. Stipulations of the parties.
18 3. The interests and welfare of the public and the financial ability of the public school employer.
19 4. Comparison of the wages, hours, and conditions of employment of the employees involved in the
20 factfinding proceeding with the wages, hours, and conditions of employment of other employees
21 performing similar services and with other employees generally in public school employment in
22 comparable communities.
23 5. The consumer price index for good and services, commonly known as the cost of living.
24 6. The overall compensation presently received by the employees, including direct wage compensation,
25 vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization
26 benefits; the continuity and stability of employment; and all other benefits received.
27 7. Any other facts, not confined to those specified in paragraphs (1) to (6), inclusive, which are normally
28 or traditionally taken into consideration in making the findings and recommendations.

1 **INFORMATION PRESENTED DURING FACTFINDING**

2 The panel considered all the information provided by the parties. Given the volume, depth, and level of
3 detail, it is not practicable to discuss every piece of information and argument presented during factfinding, but the
4 decision not to mention any given information in this report does not imply that it was overlooked or not considered.

5 The Twin Rivers Unified School District is a public school employer within the meaning of California
6 Government Code Section 3540.1(k). It serves over 24,000 students in northern Sacramento County in grades Pre-
7 kindergarten through 12. It is the fourth largest school district in Sacramento County and the 27th largest in the state.
8 The District includes 18 preschool sites, 27 elementary schools, five junior high schools, four senior high schools,
9 three charter schools, two continuation high schools, a special education school, an independent study K-12 school,
10 and an adult education program. Its average daily attendance (“ADA”) for 2024-25 was 20,717. Its total operating
11 revenues for 2024-25 were approximately \$562 million.

12 State and Federal Laws Applicable to the Employer

13 The District receives most of its revenue from the state according to the Local Control Funding Formula
14 (“LCFF”). Under the LCFF, the District receives a base grant tied to the average daily attendance of pupils as well
15 as supplemental and concentration grants based on the unduplicated pupil percentage (“UPP”), *i.e.*, the percentage of
16 district students who are eligible for free or reduced price meals, English learners, or foster youth. (CCR Title 5,
17 section 15495(m)). Supplemental and concentration grants are subject to various requirements including a Local
18 Control and Accountability Plan (“LCAP”) addressing the use of the funds to improve services for high-needs
19 students. (CCR Title 5, section 15494). The District has a UPP of over 90%, which entitles it to spend the
20 supplemental and concentration grants district-wide. (Educ. Code section 42238.07, CCR Title 5 section
21 15496(b)(1)).

22 Education Code section 41372 requires school districts to spend at least 55% of their educational budgets
23 on teacher salaries (including health and welfare benefits), unless they obtain a waiver from the County Office of
24 Education. Waivers may be granted on the basis of “serious hardship” or if a district demonstrates that it
25 compensates teachers at a higher rate than comparable jurisdictions.

26 School districts are required to maintain a minimum unrestricted reserve of at least 3%. For fiscal years
27 where the state Public School System Stabilization Account meets a certain threshold, Education Code section
28 42127.01(e) provides that district budgets “shall not contain a combined assigned or unassigned ending general fund

1 balance that is in excess of 10 percent” of its budget. The Stabilization Account is sufficiently funded so that the
2 10% cap applies for the current fiscal year.

3 Stipulations of the Parties

4 The parties stipulated to the following:

- 5 1. The District is a public school employer within the meaning of Section 3540.1(k) of the Educational
6 Employment Relations Act.
- 7 2. The Association is a recognized employee organization within the meaning of Section 3540.2(l) of the
8 Educational Employment Relations Act and has been duly recognized as the representative of the
9 certificated non-management bargaining unit of the District.
- 10 3. The parties to this factfinding have complied with the public notice provisions of Government Code
11 section 3547 (EERA, “Sunshining” requirement).
- 12 4. The parties have complied with the Educational Employment Relations Act with regard to the selection
13 of the Factfinding Panel and are timely and properly before the Panel.
- 14 5. The contract issues which are appropriately before the Factfinding Panel are as follows:
 - 15 a. Article 1 – General Provisions
 - 16 b. Article 4 – Work Day/Year
 - 17 c. Article 7 – Class Size
 - 18 d. Article 9 – Extra Duty
 - 19 e. Article 10 – Evaluations
 - 20 f. Article 12 – Member Safety
 - 21 g. Article 13 – Salary
 - 22 h. Article 14 – Benefits
 - 23 i. Article 18 – Joint Leadership meeting
 - 24 j. Article 19 – Summer School
 - 25 k. Article 20 – Early Childhood Education/Child Development
 - 26 l. Article 23 – Independent Study
 - 27 m. Article 24 – Personal and Academic Freedoms

1 6. On October 28, 2025, the Association filed a Request for Impasse Determination/Assignment. PERB
2 determined an impasse existed on October 31, 2025, and assigned Joe Rios (Mediator). The Mediator
3 met with parties on November 17, 2025 and January 5, 2026.

4 7. On January 9, 2026, the Mediator certified the matter to factfinding.

5 8. On January 12, 2026, PERB released the parties to factfinding.

6 9. The cost to the District of a 1% salary increase to the bargaining unit is \$1.878 million.

7 *The Interests and Welfare of the Public and the Financial Ability of the Employer*

8 In support of its proposals to increase pay and benefits and limit class sizes, the Association points to the 83
9 current vacancies in the bargaining unit and argues that teachers are leaving the District to take jobs in better paying
10 districts such as Sacramento City Unified. It argues that the District's turnover rate of 9% in 2023-24 and 10.8% in
11 2024-25 far exceeds the District's goal of retaining 95% of certificated staff. Association members spoke about a
12 particularly acute shortage of teachers in the special education area, which they argue has led to gaps in services, a
13 lack of continuity, overly heavy caseloads, and over reliance on outside contractors. Association members noted the
14 heavy burden of dependent health care coverage, which under the current CBA language costs members from
15 \$2,000 to over \$15,000 per year. Teachers also spoke about the importance, as spelled out in the District's LCAP, of
16 smaller class sizes, and the need for more prep time for elementary school teachers.

17 The Association points to several factors in support of its argument that the District can afford the cost of
18 its proposals. First, the District has a reserve fund balance of 13%, which is significantly higher than the amount
19 required by state law and may be subject to the requirement that it spend down uncommitted reserve funds over 10%
20 when the reserve cap is triggered by the state. Second, the Association argues that the District has repeatedly fallen
21 short of the Education Code section 41372(b)(3) requirement that it spend 55% of its current education expenses on
22 salaries of classroom teachers, a difference of \$13 million for the current fiscal year and a total of \$116 million since
23 2019-20. Third, the high percentage of UPP means that the District receives significantly more in state funding per
24 student than other districts. Fourth, the Association points to the District's decision to put \$267 million in
25 unrestricted funds into a Fund 40, a capital improvements fund, and to budget additional contributions to that fund
26 through 2027-28. Finally, the Association points to an additional \$36 million in additional funds (most of which is
27 one-time money) in the Governor's proposed budget.

1 The District argues that the same reason it receives additional funds under LCFF – its high UPP – requires
2 it to expend a higher proportion of its funds on non-teaching salaries, including those of counselors, nurses, and
3 social workers, which do not count toward the 55% requirement. It also points out that it had valid waivers for each
4 year it spent less than the 55% threshold. Its transfers to Fund 40 consisted primarily of one-time dollars from the
5 various pandemic relief programs and are being reduced as those funds run out. As to its reserves, the District points
6 out that it drew down its reserves by 8% to correct a deficit in 2024-25. The District faces another deficit in 2025-26
7 but anticipates that it will be rectified by 2027-28. It also points out that its reserves are significantly below the
8 statewide average reserve of 24.36% for unified school districts. As to the additional funds proposed in the
9 Governor’s budget, the District points out that those amounts are not guaranteed and that it cannot commit to
10 ongoing expenditures based on one-time funds.

11 The District also offers context for its vacancy numbers. Of the 83 vacancies, 49 are classroom vacancies
12 and the remainder are for support services, including 28 vacancies for speech and language pathologists (“SLPs”).
13 As for class size, the District points out that its current class size averages are well below the averages required by
14 law and current contract language, which the Association does not dispute. Having to pay overages for any given
15 class that exceeds the average would be extremely costly – an estimated \$4.29 million per year, equivalent to a
16 2.28% across the board increase.

17 The District estimates the cost of the Association’s proposals on wages, benefits, and increasing the hourly
18 rate to be \$23,185,000, or the equivalent of a 12.35% across the board increase, which exceeds the growth in LCFF
19 base revenues by more than \$15 million.

20 Comparability

21 The Association suggests that the compensation, hours, and terms and conditions of employment be
22 compared with the 44 unified school districts statewide with an enrollment over 20,000. The District offered
23 comparisons with elementary, high school, and unified school districts with an ADA over 5,000 within a 40 mile
24 radius. Of the comparators suggested by the District, the Association contends that the five most relevant are Lodi
25 Unified, Sacramento City Unified, San Juan Unified, Elk Grove Unified, and Folsom-Cordova. Looking at those
26 five specific districts, the District is slightly above the median on salary (\$98,000 per year vs \$97,000) and, at
27 \$119,000 somewhat below the median of \$127,800 on total compensation. Looking at the comparables another way,
28 if the pool of comparables is expanded to include the four additional unified school districts in the same 40-mile

1 radius with an ADA over 10,000 (Natomas, Rocklin, Vacaville, and Yuba City), the District spends an average of
2 \$6,991.65 on certificated non-management salaries per ADA vs the median of \$6,676.06. Against that same group,
3 the District’s maximum medical contribution is \$20,658 versus a median of \$21,873.

4 The Association cited increases in other districts ranging from 5% to 8.5% over two years. However, only
5 one of those districts (Sacramento City) is in the comparator group and there is insufficient data regarding increases
6 elsewhere to make a meaningful comparison.

7 As to benefits, the District argues that only one school district in a 40-mile radius pays full health benefits
8 for employees and their families. According to the Association, 16 of the 44 largest districts statewide provide that
9 benefit, *i.e.*, slightly more than a third.

10 Consumer Price Index/Cost of Living

11 EERA requires the panel to consider changes to the consumer price index. Due to the way the state
12 provides funding, it is also customary to consider the Cost of Living Allowance (“COLA”) calculated annually by
13 the state. The following table shows the COLA, the change to CPI statewide, and the salary increases bargained by
14 the parties over the past several years:

Year	COLA	CPI	Salary increase
2020-21	0.00%	2.4%	0.0%
2021-22	5.07%	6.60%	3.0%
2022-23	6.56%	5.69%	10.0%
2023-24	8.22%	3.36%	5.0%
2024-25	1.07%	2.88%	3.0%
Total	20.92%	20.93%	21%

19 The COLA for 2025-26 is 2.3%. The projected COLA for 2026-27 is 2.41%. On the issue of cost of living,
20 the District presented a breakdown of where bargaining unit employees live, showing that the substantial majority
21 live within a short commute of the District.

22 Overall Compensation

23 In addition to the wage and benefit information discussed above, the panel took into consideration the other
24 items of compensation provided for in the CBA, including hourly rate and overages.
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1 Other Factors

2 In reaching its recommendations, the panel considered the discussions between the parties during
3 factfinding and their stated willingness to compromise on proposals where the parties had not reached formal
4 agreements.

5 **RECOMMENDATIONS**

6 In light of the facts presented during factfinding and the factors recited above, the Panel Chair recommends
7 the following:

8 **Salary - Article 13**

9 District salaries have kept pace – almost exactly -with both COLA and CPI increases in the past five years.
10 District employees are well situated compared to those in comparable districts with respect to salary, neither
11 particularly above nor below market. Therefore the Panel Chair recommends increases equivalent to the state COLA
12 as follows:

13 **2.3% ongoing increase effective July 1, 2025**

14 **2.41% ongoing increase effective July 1, 2026**

15 **Benefits – Article 14**

16 The District is slightly behind the median of its comparators in the area of benefits. The District is able to
17 pay the proposed full coverage of health benefits at the Kaiser family rate during the term of the CBA, which would
18 be a significant improvement from the status quo. However, agreeing to fully fund a specific health plan on an
19 ongoing basis without caps presents a significant risk given the unpredictable and often precipitous escalation of
20 premiums. That same factor creates risk for the individual employees as well. To allocate that risk in a balanced
21 way, the Panel Chair recommends the following:

22 **For the 2025-2026 and 2026-2027 school years the District will pay a contribution based on**
23 **the cost of the Kaiser HMO plans for the 2025-2026 and 2026-2027 to cover all tiers**
24 **(employee only, employee plus one, family) without contribution by employees. This District**
25 **contribution rate will sunset on June 30, 2027 unless the District and TRUE negotiate to**
26 **continue the District’s full contribution of the value of the Kaiser HMO to cover all tiers.**

27 **When this provision sunsets on June 30, 2027, the District’s contribution will remain at the**
28 **amount contributed during the 2026-2027 school year and on July 1, 2027 the bargaining**

1 unit members will pay the difference between the District's health benefits contribution and
2 the then-current rate of their selected benefits plan. The 2026-2027 District contribution
3 rate will establish the new minimum dollar amount of the District's health benefits
4 contribution unless the District and TRUE negotiate a new health benefits contribution.
5 This amount excludes dental and vision coverage which shall continue to be paid by the
6 employee.

7 The panel recommends no further changes to this article, including retiree benefits.

8 **General Provisions – Article 1**

9 Based on the parties' discussions, the Panel Chair proposes the following:

10 Duration of Agreement (Term): This Agreement will be effective upon ratification, and will expire on June
11 30, **2027**.

12 1.3.1 The District will pay for **100 days of release time** per school year **for the purpose of negotiations,**
13 **including prep time.** For the purpose of the **100** day limitation, a half day will be counted as .5 of the **100** day limit.

14 The Parties agree that either party may utilize the services of consultants and negotiators to assist in negotiations.

15 **The parties will conduct negotiations in person except as otherwise mutually agreed.**

16 **Member Safety -Article 12**

17 Based on the parties' discussions, the Panel Chair proposes the following:

18 12.1.3 The District shall strive towards every classroom having properly conditioned **and filtered** air.
19 working telephone, internet access, occupant load sign, **and access to functioning bathroom facilities.** Members
20 working extra duty assignments where extra communication devices are needed to ensure student and Member
21 safety will be provided such devices.

22 **12.1.3.1 If the water and/or electricity is out at a school site or work location for more than two (2)**
23 **hours, the District will make reasonable efforts to release or relocate staff if doing so will not jeopardize**
24 **student safety.**

25 **Tentative Agreements and Partial Agreements**

26 The Panel Chair recommends that the parties incorporate into their CBA all tentative agreements and
27 partial tentative agreements already reached between the parties.

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Remaining Issues in Dispute

The Panel Chair recommends that all other articles remain status quo.

Dated: March 2, 2026



GINA M. ROCCANOVA, Chair

Concur

Concur

Concur in part

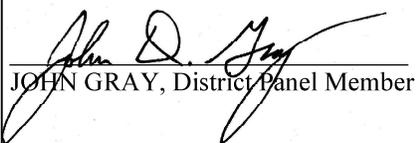
Concur in part

Dissent in part

Dissent in part

Dissent

Dissent


JOHN GRAY, District Panel Member

JOHN BORSOS, Association Panel Member