

**Joint Communique #3**  
**From the RCTA and RUSD Interest-Based Bargaining (IBB) Team**  
**October 25 & 26, 2023**

**Article XVI - Leaves**

The IBB team discussed Personal Necessity (PN) and Personal Business (PB) leaves. RCTA has provided school sites with a flier to help members understand the difference between PN and PB leaves. For a quick reference, below is the contract language regarding both PN and PB.

**Section 12 – Personal Necessity Leave**

A regular full-time employee may elect to use his/her annual accumulated Sick Leave, not to exceed seven (7) days per school year.

- A. Personal Necessity shall include any of the following:
1. The death or illness of a member of the employee's immediate family.
  2. An accident involving the employee's property or the person or property of member of the employee's immediate family.
  3. Imminent danger to the home of an employee.
  4. An appearance of the employee in court as a litigant or as a witness under an official order.
  5. Recognized days of observance of an employee's personal faith.
  6. Attendance at the memorial service or funeral of a fellow employee when such service is scheduled during a regular work day.
  7. Attending the high school or college graduation, or the middle school promotion of the employee's child, not to exceed one (1) day. Two (2) additional days will be granted to an employee if travel of more than two hundred (200) miles one way or out of California is required.
  8. The birth or adoption of a child.
  9. Other Personal Necessity must be approved by the site administrator and Department of Personnel.

**Section 13 - Personal Business Leave**

Employees shall be eligible to use up to four (4) days of unrestricted Personal Business Leave per each school year, to be deducted from any available Sick Leave days accrued. Employees shall be required to give the District reasonable advance notice to use such Personal Business Leave. Such days shall not be used to extend holidays, scheduled recesses, or on any student release day.

**Article XIII - Evaluation**

In an effort to provide more clarity to the current evaluation language the IBB team came to the following Tentative Agreement "TA" pending board approval and ratification by RCTA.

- A copy of the Tentative Agreement is attached.

**Article X - Hours of Employment**

All elementary and middle school teachers currently participate in supervision duty. In an effort to reflect current practices, the IBB team came to the following Tentative

Agreement “TA” to clarify before and after school duty expectations for middle school teachers. This is pending board approval and ratification by RCTA to add the following language to the contract:

- The scheduling of middle school teacher supervision duties shall be assigned equitably among middle school teachers at their school site. When assigned morning or afternoon supervision, an employee may be required to report to duty for a duration of up to twenty (20) minutes. Teachers assigned to moderate/severe classrooms will ensure the daily safe arrival and dismissal of their students.
- A copy of the Tentative Agreement is attached.

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***This communication is an overview and not intended to be detailed. Specific information will be provided when MOUs and Tentative Agreements are reached.***

The next scheduled date for negotiations will be November 30, 2023.

| <b>IBB RUSD/RCTA Negotiation Team</b> |                      |
|---------------------------------------|----------------------|
| Bridgette Bodine (Facilitator)        | Katie Breyer         |
| Michelle Cortés                       | Teresa Clark         |
| John McCombs                          | Renée Day            |
| Erin Power                            | Fernando Hurtado     |
| Hector Valdez                         | Jason McPhail        |
| Hayley Calhoun                        | Christine Pollitt    |
| Kyley Ybarra                          | Alan Underwood       |
| Dan Sosa                              | Laura Boling (Guest) |

TENTATIVE AGREEMENT  
BETWEEN  
RIVERSIDE CITY TEACHERS ASSOCIATION AND  
RIVERSIDE UNIFIED SCHOOL DISTRICT  
October 26, 2023

**Language Changes to the Current CBA**

Article X - Hours of Employment

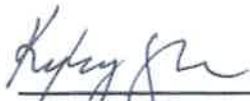
Section 1

2. Middle Schools: Employees shall be at their work site at the beginning of their eight (8) hour work day designated for each school site and stay until the end of their work day. The length of the instructional day shall be 350 minutes. If program assignments are such that employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

The scheduling of middle school teacher supervision duties shall be assigned equitably among middle school teachers at their school site. When assigned morning or afternoon supervision, an employee may be required to report to duty for a duration of up to twenty (20) minutes. Teachers assigned to moderate/severe classrooms will ensure the daily safe arrival and dismissal of their students.

This Tentative Agreement (TA) is subject to approval of RUSD's Board of Education and ratification by Riverside City Teachers Association.

**FOR THE DISTRICT**



\_\_\_\_\_  
Kyley Ybarra  
Assistant Superintendent, Personnel  
Riverside Unified School District

**FOR THE RCTA**



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Fernando Hurtado  
Bargaining Chair, RCTA

TENTATIVE AGREEMENT  
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October 26, 2023

**Language Changes to the Current CBA**

Article XIII Employee Evaluation Procedures

Section 1 – Employee Evaluation

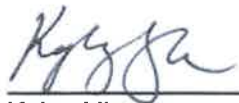
E. An employee will have only one (1) primary evaluator, who shall be designated by twenty (20) instructional days from the first day of the school year. In the event that a primary evaluator is unable to finish the current evaluation cycle the employee will be notified of the new primary evaluator within twenty (20) instructional days. Examples of unable include, but are not limited to, change of position, on leave, or no longer with the District.

J. Classroom visitation shall occur if the employee's classroom performance is to be evaluated. Update the following contract language:

(c) The employee shall participate in a pre-conference meeting with the evaluator. The pre-conference will include a written lesson plan ~~and the~~ which includes content standards to be taught. Notice of pre-conference will be given at least two (2) instructional days in advance of the meeting. The pre-conference shall be held no more than five (5) instructional days prior to the observation.

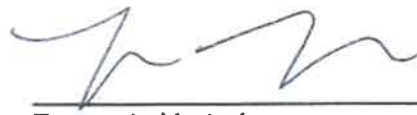
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**FOR THE DISTRICT**



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Kyley Ybarra  
Assistant Superintendent, Personnel  
Riverside Unified School District

**FOR THE RCTA**



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Fernando Hurtado  
Bargaining Chair, RCTA