

Joint Communique #8
From the RCTA and RUSD Interest-Based Bargaining (IBB) Team
April 20, 2023

MOU School Psychologists Ratio

The IBB team agreed to an MOU for School Psychologists Ratio to provide a 1000 to 1 ratio TK-12 district wide for psychologists.

See MOU attached.

Tentative Agreement for Transfer Language

The IBB team reached a Tentative Agreement to clarify the contract language for voluntary transfers and assignment/reassignment language. See attached Tentative Agreement for specific details.

MOU for Riverside Virtual School

The IBB team agreed to an MOU for Riverside Virtual School.

See MOU attached.

Red Lined Contract for 2023-2026

The IBB team incorporated all of the Tentative Agreements reached over the past three years into the new 2023-2026 Collective Bargaining Agreement.

In the beginning of May, RCTA will host an “Open House” event to review this information with RCTA members.

Special Education Update

The IBB team reviewed the Special Education 2022-23 spring survey results in preparation for continued discussion regarding special education for the 2023-24 school year.

Collaboration Time Clarification

The IBB team reviewed the collaboration time contract language, and created the attached Q&A document for clarification.

The next scheduled date for negotiations will be August 2, 2023.

IBB RUSD/RCTA Negotiation Team	
Bridgette Bodine	Katie Breyer
Michelle Cortés	Teresa Clark
John McCombs	Renée Day
Erin Power	Fernando Hurtado
Lindsey Rosa	Jason McPhail
Lawanna Stewart-Barnes	Christine Pollitt
Kyley Ybarra	Alan Underwood
Jen DeAnda	Laura Boling (Guest)

MEMORANDUM OF UNDERSTANDING
BETWEEN

RIVERSIDE CITY TEACHERS ASSOCIATION
AND
THE RIVERSIDE UNIFIED SCHOOL DISTRICT

April 20, 2023

MOU Virtual Program 2023-2024

The Riverside Unified School District ("District") and Riverside City Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the Virtual Program for the 2023-2024 school year.

The District and RCTA agree to the following :

Virtual Employee Work Location

Virtual certificated staff will be assigned to a designated site to which they will report daily for their contractual hours. At the designated virtual site, teachers will be in pods of 2-3 for elementary and 2-4 for secondary in a classroom with sound damping partition walls and Polycam acoustic fences. They will be provided with noise canceling headphones and adjustable height tables/chairs. While housed on a comprehensive campus and/or District facility, Virtual Program Teachers are not part of the site instructional program and will not be responsible for supporting site students, supervision of in-person students, or attending site events. All duties and responsibilities for virtual teachers will be assigned through the virtual school and will follow the current RUSD-RCTA Collective Bargaining Agreement. Site safety protocols apply to all staff on campus.

Virtual program Work Day

Elementary

The Elementary work day will follow the attached schedules. [RVS Elementary Schedules 2023-24](#)

Secondary

Secondary Virtual Program will be on a 4 by 4 block schedule. [RVS Secondary Teacher Schedule 2023-24](#)

Teachers will teach 6 periods over a two day period with a max of 30 students in each class and will have one (1) conference period each day. Unlike a traditional schedule the conference period will not be the same every day. There will be one odd period and one even designated conference period . Secondary lunch will be 40 minutes.

Flex Time and Advisory Period Definitions

Elementary Flex Time

The purpose of the flex time is to give the teacher autonomy to extend or shorten lessons as needed . Teachers could also use the time for guided independent practice, writing, designated ELD, small group instruction, student collaboration, individual or small group intervention, SEL lessons, goal setting, testing, extension activities, Lexia, Dreambox, music, art, etc. The intent is to give teachers the ability to use the

time to best fit the needs of the students in the context of the lesson/unit.

Secondary Flex Time

Flex periods are intended to provide options and flexibility for teachers. They can extend or shorten some lessons, have guided independent practice, small group instruction, student collaboration, individual or small group intervention, designated ELD and/or independent/asynchronous assignments, etc. This time can also be moved to the start of the block to facilitate a flipped classroom

Secondary Advisory Period

The Advisory/Homeroom class will be provided to assist in building positive relationships with students and create an opportunity for mentorship and community.

There will be a 30 student cap on the Advisory/Homeroom class.

The students assigned to the Advisory period may or may not be from the teacher's instructional classes.

The students assigned to the Advisory period will not be included in the 175 student contact cap in the RUSD-RCTA Collective Bargaining Agreement since grades are not assigned for the Advisory Period.

The Leadership Team for the Virtual Program will develop the expectations of the Advisory/Homeroom class. Topics that can be covered during the Advisory/Homeroom class could be, but are not be limited to the following:

- SEL
- Goal setting
- Time management
- Study skills
- AVID type strategies and activities
- Technology basics
- Support
- Announcements
- Culture building
- Form relationships with trusted adult at school
- Self advocacy skills
- College/career planning (could include 4/6 year plan)
- Emotional/character building

Terms of Agreement

The Terms of this agreement shall sunset May 30, 2024.

The District and/or Association reserve the right to negotiate any additional impacts of this MOU and/or return to the table to negotiate areas defined in this MOU.

All components of the current Collective Bargaining Agreement between RCTA and District not addressed by the terms of this agreement shall remain in full effect.

This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.

It is understood this Agreement is subject to RCTA review and the approval of the Board of Education.

For RUSD:



Kyle Ybarra
Assistant Superintendent Personnel

For RCTA:



Laura Boling
President

MEMORANDUM OF UNDERSTANDING
BETWEEN

RIVERSIDE CITY TEACHERS ASSOCIATION
AND
THE RIVERSIDE UNIFIED SCHOOL DISTRICT

March 31, 2023


This Memorandum Of Understanding ("MOU") is agreed between the Riverside Unified School District (the "District" or "RUSD") and the Riverside City Teachers Association ("RCTA"), collectively, ("the parties").

The parties agree to the following:

- The District will provide a 1000 to 1 ratio TK-12 district wide ratio for psychologists.
- The District will provide an additional 5 psychologists over the 1000 to 1 ratio for TK-12.
- RCTA and The District will commit to establish an ongoing working group to look at staffing ratios and other services that support the work that the psychologists currently feel is their sole responsibility. The working group will provide an update to the Interest Based Bargaining team February 2024 and February 2025.

This will start July 1, 2023 and end June 30, 2025. This MOU is a non precedent setting.

FOR THE DISTRICT:



Kyle Urbarrá
Assistant Superintendent, Personnel
Riverside Unified School District

FOR RCTA:



Fernando Hurtado
RCTA, Lead Negotiator

TENTATIVE AGREEMENT
BETWEEN
RIVERSIDE CITY TEACHERS ASSOCIATION AND
RIVERSIDE UNIFIED SCHOOL DISTRICT

March 31, 2023

This Tentative Agreement ("TA") has been reached between the Riverside Unified School District (the "District") or "RUSD") and the Riverside City Teachers Association ("RCTA"), collectively, ("the parties").

ARTICLE XV - Transfers

Section 2 – Voluntary Transfers

A. A voluntary transfer is one that is sought by ~~an~~ **any certificated** employee. Qualifications for the position being equal, when a position is being filled by transfer, priority shall be given to the senior employee within the District.

Section 5 - Assignment/Reassignment

A. Assignment means the subject, grade level, ~~track~~, classes, and/or duties an employee is designated to perform by his/her immediate supervisor.

B. Reassignment means a change of school **or site placement for school psychologists.**

C. Involuntary Reassignment

1. An employee may be involuntarily reassigned when it is deemed necessary by the site administrator **or the supervisor of the school psychologists.**

An Involuntary reassignment shall be based upon the following criteria:

- (a) The demonstrated needs and efficient operation of the school and/or program.
- (b) The qualifications, including the experience and recent training of the employee.
- (c) Employee certification and authorization.
- (d) The preferences of the employee.

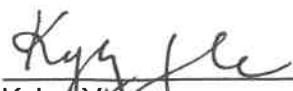
2. Involuntary reassignments shall not be made for punitive reasons.

3. Involuntary reassignment between (K-3) and intermediate (4-6) grades or interdepartmental assignments shall be for legitimate reasons only.

4. When a grade level change is made **for a teacher** that is more than two (2) grade levels above or below current assignment, the District shall provide that employee with two (2) days of release time to observe in other classes of similar assignment within a mutually agreed upon time or to conduct other preparation activities.

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

FOR THE DISTRICT



Kyle Ybarra
Assistant Superintendent, Personnel
Riverside Unified School District

FOR THE RCTA



Fernando Hurtado
Bargaining Chair, RCTA