

TENTATIVE AGREEMENT
BETWEEN
RIVERSIDE CITY TEACHERS ASSOCIATION AND
RIVERSIDE UNIFIED SCHOOL DISTRICT
December 13, 2024

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 1 – Definition

Transfer shall mean a change of employee assignment that results in a change of the employee's assigned work site without a change in classification. Transfers may be either voluntary or involuntary.

Section 2 – Voluntary Transfers

- A. A voluntary transfer is one that is sought by 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.
- B. Voluntary transfers within the same job classification are not permitted from one (1) week prior to the first student school day through the end of the 6th week of school.
- C. The filing of a request for transfer shall not jeopardize the employees' current assignment. A request for transfer may be withdrawn by the employee at any time, unless a commitment for replacement has been made by the District.
- D. If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial in writing.
- E. If a voluntary transfer occurs during the school year, the District shall provide the employee with up to two (2) work days of release time to move and prepare for the new assignment. This section does not apply to voluntary transfers that take place during the summer break or off-duty days.
- F. Voluntary transfers during the school year are not available to probationary, categorical and other temporary employees until they have been employed at least two (2) complete consecutive school years in the District. An eligible employee may be granted a voluntary transfer only once per school year, regardless of whether the transfer is effective at the beginning of or during that school year.
- G. Voluntary transfers ~~during the school year~~ are not available to probationary, ~~categorical and other temporary~~ employees until they have attained permanent status. ~~been employed at least two (2) complete consecutive school years in the District.~~ Probationary employees may apply for a voluntary transfer for the school year in which they attain permanent status.

- H. Once an employee applies for a voluntary transfer they will be placed on an interest list. The list is valid from January 1st until December 31st, at which time the employee will need to re-apply for the new calendar year.
- I. An eligible employee may be granted a voluntary transfer only once per school year, regardless of whether the transfer is effective at the beginning of or during that school year.
- J. Voluntary transfers are not available to an employee whose overall performance level on their most recent evaluation has been marked Does Not Meet Standards of performance. This restriction may be waived upon mutual agreement of the District and the Association.

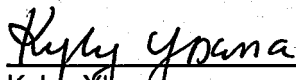
Section 3 – Involuntary Transfers

- A. An involuntary transfer is any transfer not sought by the employee transferred. Such transfers shall not be punitive or disciplinary in nature. They shall be based exclusively on the legitimate, educational-related needs of the District.
- B. The District may make involuntary transfers at any time for only the following reasons:
 - 1. Declining enrollment.
 - 2. Fluctuations in pupil enrollment. An overstaffed or surplus situation may be deemed to exist when the number of teachers present in a given school, after the beginning of the school year, exceeds the ratios established by Article XII (Class Size).
 - ~~3. Requirements of the District's Affirmative Action Program.~~
 - 4-3. Performance renewal. An employee may be involuntarily transferred no more than once every three (3) years in order to improve performance, if the deficiencies in performance have been reflected in the most recent official written evaluation of the employee.
 - 5-4. Certification adjustment. An employee may be transferred if it is determined that the assignment is in violation of credential authorization.
 - 6-5. The educational needs of the District are limited to the following: the District's Bilingual Program requirements, categorically-funded program requirements, Special Education Program requirements and changes in graduation requirements.
- C. In making determining involuntary transfers, seniority ~~and the wishes~~ of the individual employee will be honored to the extent that these considerations do not conflict with the criteria in Section 3B above.
- D. G. At least five (5) days prior to making an involuntary transfer, the District shall inform the employee in writing of District intent to transfer the employee and the reasons for the intended transfer.
- E. F. 1. The District shall provide an involuntarily transferred employee with up to two (2) work days of release time, at employee request, to move and prepare for the new assignment. This will apply during the work year and to any such transfer where the employee is notified within five (5) days of the commencement of such work year. The District shall transport the employee's materials to the new work site.
 - 2. Upon request, the District shall provide an employee up to one (1) work day of released time when the employee is given a permanent reassignment of room during the school year.

- F. D. Employees to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies, if such vacancies exist. Such employees, if qualified, shall have preference over those employees seeking voluntary transfer, in regard to choice among those positions that are vacant.
- G.E. Prior to making an involuntary transfer, the District shall first ask for qualified volunteer(s). In the event a transfer is effectuated under this provision, Section 3E shall be applicable and these volunteers shall be included under the provisions of Section 3F.
- H. If possible, an involuntary transfer of the same individual shall not occur more than once every three (3) years. This provision shall take precedence over Section 3C above.
- I. Involuntary transfers are not available to an employee whose overall performance level on their most recent evaluation has been marked Does Not Meet Standards of performance. These restrictions may be waived upon mutual agreement of the District and the Association.

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

FOR THE DISTRICT

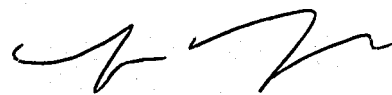


Kyley Ybarra
Assistant Superintendent, Personnel
Riverside Unified School District

12.13.24

Date

FOR THE RCTA



Fernando Hurtado
Bargaining Chair
RCTA

12/13/24

Date