



**Riverside County  
Superintendent of Schools  
(RCSS)  
and  
Riverside County Office  
Teachers Association  
(RCOTA)**

*Ratified: May 30, 2024*

*To be effective through June 30, 2026*

**AGREEMENT**

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**ARTICLE I**  
**AGREEMENT**

This bilateral Agreement made and entered into this 1<sup>st</sup> day of December 1, 2022, by and between the parties: Riverside County Superintendent of Schools (“Employer”) and the Riverside County Office Teachers Association (“Association”) -- affiliated with the California Teachers Association and the National Education Association.

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**ARTICLE II**  
**APPLICATION**

This Agreement shall apply to all classifications of employees in the Certificated Unit, as defined in Appendix A of this Agreement.

**ARTICLE III**

**TERM**

**3.1** Subject to the reopeners listed below, this Agreement shall apply to fiscal years 2023-2024, 2024-2025, and 2025-2026 including all matters within the scope of bargaining, ending June 30, 2026.

**3.2** For the 2024-2025 and 2025-2026 fiscal years, either party may open only the salary articles (Article XI, Appendix D1 and Appendix D2), Benefits article (Article IX), and two (2) other articles. The foregoing notwithstanding, the parties shall immediately meet upon the request of either party to address any issues arising out of changes in State or Federal laws or regulations (or the interpretation thereof) regarding health insurance including the Affordable Care Act. Any agreements or understandings entered into to address such issues shall be cost neutral.

**ARTICLE IV**  
**NOTICE**

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Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served, or delivered either upon personal delivery or by mailing the same by United States registered or certified mail, return receipt requested, to the party entitled thereto at the address set forth below:

**Employer:** Division Head  
Division of Personnel Services  
Riverside County Office of Education  
3939 13th Street - P.O. Box 868  
Riverside, California 92502-0868

**Association:** P.O. Box 175  
Indio, CA 92202

Either party may change the address to which notice shall be given by a notice sent in accordance with the provisions of this Article.

**ARTICLE V**

**ASSIGNMENT/REASSIGNMENT/  
CLASS RELOCATION/ TRANSFER**

**5.1 DEFINITIONS**

- a. Assignment: The initial placement of a bargaining unit member in a position at the date of hire by the Employer.
- b. Reassignment: The change of any bargaining unit member’s position.
- c. Classroom/Office Relocation: The relocation of any bargaining unit member’s classroom or office within a site.
- d. Transfer: The change in placement of any bargaining unit member from one site to another.
- e. Itinerant Bargaining Unit Members: For itinerants, a base site may be established at any site operated by the Riverside County Office of Education.
- f. Day: A “day” is a day in which the Riverside County Office of Education is open for business.

**5.2 REVIEW CRITERIA**

**5.2.1** Determinations regarding assignment/reassignment/transfer/class relocation shall not be arbitrary or capricious and shall be based on the educational needs of the program as determined by the Employer. Criteria to be reviewed in determining Riverside County Superintendent of Schools (RCSS) and program needs shall include, but not be limited to:

- ❖ The educational and operational requirement of the division
- ❖ Length of service with Riverside County Superintendent of Schools within a certificated position
- ❖ Performance as reflected in the performance appraisal
- ❖ Job related skills, knowledge, abilities, and experience of unit member
- ❖ Employee working relations
- ❖ Credential authorizations, program specific certifications, and other statutory requirements



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2 **5.3 PROCEDURES FOR REVIEW**

3 **5.3.1** Written requests for reassignment/transfer are addressed to the division head  
4 and provide a copy to the Division Head of Personnel Services. Bargaining  
5 unit members submitting requests should state the reason(s) for their request  
6 and if practicable, discuss their request with their immediate supervisor. All  
7 written requests shall remain in effect until June 30 of the year submitted,  
8 unless rescinded by the bargaining unit member.

9 **5.3.2** When a vacancy occurs, all written reassignment/transfer requests for that  
10 vacancy on file will be reviewed prior to opening the position to  
11 recruitment. A bargaining unit member who has been involuntarily  
12 transferred twice during the current school year, and has a request for a  
13 voluntary transfer on file, will be considered prior to other internal requests  
14 for voluntary transfer during that same school year. If not filled, vacancies  
15 will be posted on the employer's designated electronic system. Interested  
16 bargaining unit members may apply by submitting an application via the  
17 electronic system. Currently, the electronic system is Ed-Join available at  
18 [www.rcoe.us](http://www.rcoe.us). Outside applications shall not be considered prior to review  
19 of in-house applications. A bargaining unit member whose request for a  
20 voluntary transfer was denied, may request in writing to the division head,  
21 the specific reasons for the denial. The division head shall respond in  
22 writing within ten (10) days, when feasible. The bargaining unit member  
23 shall provide a copy of the request to the Division Head of Personnel  
24 Services and the division head will provide a copy of the response to the  
25 Division Head of Personnel Services.

26 **5.3.3** If the vacancy is not filled pursuant to Section 5.3.2, the vacancy will be  
27 opened to all applicants in-house and outside in accordance with established  
28 personnel recruitment and selection procedures. All bargaining unit  
29 members applying for an assignment/reassignment will be considered  
30 through the regular recruitment and selection process.

1           **5.3.4** The division may make assignments/reassignments/transfers when there are  
2 no position vacancies. Review criteria are included in 5.2. Written requests  
3 for reassignment/transfer which are on file will be reviewed.

4           **5.3.5** Involuntary assignments/reassignments/transfers will be discussed with the  
5 bargaining unit members prior to final decision. Bargaining unit members  
6 may request a meeting with the program director prior to the final decision.

7           **5.3.6** The bargaining unit member shall receive ten (10) days' notice prior to the  
8 implementation of the involuntary reassignment/transfer taking effect.  
9 Bargaining unit members who are involuntarily reassigned or transferred as  
10 a result of the following shall not be entitled to the ten (10) days prior  
11 notice: disciplinary action(s); mandatory exclusion from designated work  
12 sites; a failure to meet/maintain County/State/Federal mandated  
13 certification(s), clearance(s), or requirement(s); and/or failure to  
14 meet/maintain any safety related certification(s) or clearance(s) pertinent to  
15 that position.

16           **5.4 FINAL DECISION**

17           **5.4.1** Bargaining unit members subject to involuntary transfer/reassignment may  
18 request a conference with the division head to discuss possible alternatives  
19 to the involuntary transfer.

20           **5.4.2** Bargaining unit members may request in writing specific reasons for  
21 reassignments/transfers including specific program needs. The request shall  
22 be made of the division head, who shall respond in writing within five (5)  
23 days, when feasible. The bargaining unit member shall provide a copy of the  
24 request to the Division Head of Personnel Services and the division head  
25 will provide a copy of the response to the Division Head of Personnel  
26 Services.

27           **5.4.3** The division head will make the final decision on assignments/  
28 reassignments/transfers.  
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1 **5.5** **INCONVENIENCE ADJUSTMENTS**

2 **5.5.1** Bargaining unit members who are involuntarily transferred during the  
3 school year (reference Article 5.2), and are therefore required by that  
4 transfer to drive a greater distance to a new base site, shall be reimbursed as  
5 follows: If the distance from the bargaining unit member’s domicile and the  
6 new base site increases the bargaining unit member’s drive by twenty-five  
7 (25) miles or more one way, the bargaining unit member shall be entitled to  
8 a mileage reimbursement for the distance in excess of the bargaining unit  
9 member’s previous commute. Bargaining unit members who are  
10 involuntarily reassigned or transferred as a result of the following shall not  
11 be entitled to the inconvenience mileage reimbursement: disciplinary  
12 action(s); mandatory exclusion from designated work sites; a failure to  
13 meet/maintain County/State/Federal mandated requirement(s),  
14 certification(s), or clearance(s); and/or failure to meet/maintain any safety  
15 related certification(s) or clearance(s) pertinent to that position. Mileage  
16 will be calculated by the standard mileage chart or mileage calculation (e.g.,  
17 Yahoo, Google Maps, Mapquest) as determined by the Employer. The  
18 period of the inconvenience adjustment shall not exceed 60 working days of  
19 the bargaining unit member.

20 Bargaining unit members who are not given notice of such transfers under  
21 this section for the ensuing regular school year, issued in person or served  
22 by regular U.S. mail with proof of service no later than June 30, of the  
23 preceding year, shall be eligible to receive an inconvenience adjustment.

24 **5.5.2** Bargaining unit members who are transferred, during their school year,  
25 either voluntarily or involuntarily, shall be entitled up to two (2) release  
26 days for classroom preparation. Bargaining unit members may request,  
27 through their program director, additional release day(s) for classroom  
28 preparation.

29 **5.5.3** Bargaining unit members who have a classroom/office relocation may  
30 request from their immediate supervisor up to one instructional day for  
preparation.

1 **5.6 REORGANIZATION/ELIMINATION OF PROGRAMS**

2 **5.6.1** This article covers the rights of bargaining unit members impacted by  
3 reorganization or elimination of programs/class(es) operated by the  
4 Employer, consistent with state law, and provisions of this Agreement.

5 **5.6.2** Prior to reorganization or elimination of the Employer’s program/class(es)  
6 resulting in a reduction in the Employer’s work force, the Employer shall  
7 notify the Association prior to the service of notices to unit members.

8 **5.6.3** Within ten (10) days of a final notice to the Employer of a SELPA  
9 reorganization resulting in the elimination of programs or classes operated  
10 by the Employer and/or a reduction-in-force, the Employer shall notify in  
11 writing, the Association President, prior to the service of notices to unit  
12 members.

13 **5.6.4** The Employer shall provide the Association President with a seniority list of  
14 all unit members.

15 **5.6.5** Seniority shall be the date upon which the unit member first rendered paid  
16 service as a probationary employee. When a bargaining unit member is  
17 reemployed by the Employer, after having resigned or been dismissed for  
18 cause, the bargaining unit member’s date of employment shall be the date on  
19 which the bargaining unit member first rendered paid service after the  
20 bargaining unit member’s reemployment.

21 **5.6.6** Bargaining unit members subject to loss of a job with the Employer because  
22 of reorganization shall have priority for vacant positions with the Employer  
23 for which they apply within the area of credential authorization(s).

24 **5.6.7** Bargaining unit members subject to layoff shall be entitled to purchase  
25 medical/and or dental insurance consistent with COBRA provisions.

26 **5.6.8** Bargaining unit members subject to layoff shall be entitled to apply for  
27 unemployment insurance compensation.

28 **5.6.9** The Employer agrees to post vacancies on an electronic job information  
29 network.  
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1       **5.6.10** Refusal of an offer of limited-term employment to a bargaining unit member  
2                   eligible for re-employment rights term shall not affect the standing of the  
3                   employee on a layoff list.

4       **5.6.11** Rehire rights are established in Education Code Sections 44903.7 and 44956  
5                   through 44959.

6       **5.7   EMPLOYMENT STATUS**

7       Rights of Bargaining Unit Members inclusive of: Regional Occupational  
8       Program/Career Technical Education/School of Career Education, Teen Parent  
9       Program, Early Head Start, Head Start, State Preschool, Migrant Education, and  
10       Migrant Head Start.

11       When a position is eliminated or reduced, the bargaining unit member assigned to  
12       that position shall be considered for assignment to an available position for which  
13       the bargaining unit member is authorized or may be placed on the substitute list for  
14       which the bargaining unit member is certified and competent to render services.

15       Criteria to be reviewed in determining Riverside County Superintendent of Schools  
16       (RCSS) and program needs shall include, but not be limited to:

- 17       ❖ The educational and operational requirements of the division
- 18       ❖ Length of service with Riverside County Superintendent of Schools
- 19       ❖ Performance as reflected in the performance appraisal
- 20       ❖ Job related skills, knowledge, abilities, and experience of unit member
- 21       ❖ Employee working relations
- 22       ❖ Credential authorizations, program specific certifications, and other statutory  
23       requirements

24       In accordance with applicable Education Code provisions, written requests for  
25       review for placement in an available position or placed on a substitute list are to be  
26       made to the division head within ten (10) days of receiving notice of non-  
27       reemployment. The Employer's placement decision shall be final.

**ARTICLE VI**  
**ASSOCIATION RIGHTS**

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**6.1** **ASSOCIATION ACCESS**

**6.1.1** The Association shall have the right of access to unit members at reasonable times concerning matters within the scope of representation. The term “reasonable times” as used herein means unit member rest periods, unit member meal periods, and any time before or after a unit member’s working day when such a unit member is present upon the Employer’s property, but is not expected to be performing services or to be ready to perform services on behalf of the Employer.

**6.1.2** Upon prior notification to and clearance by the Division of Personnel Services, Association representatives may contact bargaining unit members in any lounge facility, meeting room, office or classroom of the Employer, provided that nothing herein shall be deemed to permit such access to any bargaining unit member at a time set aside for consultation or preparation, or at any time that students or parents are present in the classroom. It is further provided that if access occurs in the proximity of other bargaining unit members who are otherwise performing duties, such access shall not be utilized in a manner that will disturb, disrupt, or otherwise interfere with the work of any bargaining unit member of this Employer.

**6.1.3** Subject to applicable law, the Association shall be allowed the reasonable use of the facilities and equipment of the Employer during the non-duty hours of the bargaining unit member involved, when such facilities and equipment are available and there would not be a conflict with the business of the Employer.

**6.1.4** To insure the safety and security of students, any representatives of the Association -- after having satisfied the requirements of 6.1.2 -- who wish to enter a facility of the Employer at a location and during the hours in which students are present, shall notify the site administrator’s office of their identity and their status as Association representatives. Appropriate identification and credentials may be required in instances when management at the campus level does not know or have reason to know of the individual’s identity or affiliation.

1       **6.1.5** Access pursuant to this policy shall in all instances be subject to the right of the  
2       individual bargaining unit member not to be harassed, restrained, intimidated, or  
3       coerced.

4       **6.1.6** The Association shall have the right to reasonably utilize designated bulletin boards  
5       normally used by the Employer for communications with its employees. One copy  
6       of all materials to be posted shall be provided to the site administrator of the  
7       facility in which such posting is to take place prior to posting. Nothing herein shall  
8       be deemed to permit the posting of defamatory or obscene materials, and such  
9       materials will be removed without notice. The Association and its representatives  
10      shall be responsible for the maintenance of materials posted on bulletin boards and  
11      for the prompt removal of any out-of-date materials. All postings for bulletin  
12      boards must contain the date of posting and an expiration date, not to exceed 30  
13      days from date of posting. The organization posting said materials shall be  
14      identified on all copies subject to posting. Materials which are undated or  
15      unidentified are subject to immediate removal by the Employer.

16      **6.1.7** Distribution of organizational literature is prohibited in working areas except at a  
17      reasonable time or defined in 6.1.1 above, and the placing of handbills and other  
18      written materials on vehicles parked on premises assigned to the Employer is  
19      prohibited.

20      **6.1.8** Bargaining unit members shall not solicit either for or against a bargaining agent  
21      nor distribute materials during working time. (See 6.1.1)

22      **6.2** The Association may use school mailboxes and Employer e-mail provided that a copy of  
23      materials to be distributed is provided to the Superintendent or designee at the same time as  
24      distribution; the Association will not distribute information, which is defamatory of the  
25      Employer's personnel.

26      **6.3** The Association will exclusively receive release time from duties for the representation of  
27      unit members in employment relations matters and the processing of grievances for unit  
28      members who are designated as Association representatives, subject to the following  
29      conditions:  
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- 1 (a) By no later than August 1 of each year, the Association will designate in writing to  
2 the division head of Personnel Services six (6) unit members who are to receive the  
3 release time for representation of unit members. The Association will have the  
4 ability to change and replace representatives as necessary and notify the division  
5 head of Personnel Services upon these changes being made;
- 6 (b) Twenty-four (24) hours prior to release time from duties for representation, the  
7 designated representative informs his/her immediate supervisor in order that an  
8 adequate substitute may be obtained; and
- 9 (c) That the amount of release time does not exceed 120 hours as aggregate per  
10 contract year for those persons released. The maximum hours of 120 may be  
11 extended on an annual basis by the mutual consent of the parties. The 120 hours  
12 referred to above does not include meetings called by the Employer and/or at-the-  
13 table negotiations. Release time for the President is separate and distinct from the  
14 above provisions;
- 15 (d) Association representatives shall have responsibility to schedule their release time  
16 in such manner that said release time will not adversely affect their ability to  
17 perform their normal duties.

18 **6.4** The Association shall have the responsibility for providing documentation of all release  
19 time on a form provided by the Employer to the division head of Personnel Services, on a  
20 quarterly basis.

21 **6.5** The Association shall be granted reasonable release time to be used by the Association  
22 negotiation team for negotiations. The Association shall have the right to designate six (6)  
23 employees, and negotiations will be conducted on mutually agreeable dates. Release time  
24 will be provided to the negotiation team to participate in negotiation sessions. Release time  
25 for planning or preparing for negotiations shall be limited to one (1) hour immediately  
26 preceding a negotiations session, and one (1) hour following each meeting.

27 **6.6** The Association President, or designee, will receive up to 60 days released time. Per this  
28 section Association released time shall be in addition to released time provided elsewhere  
29 in this Agreement. The Association shall reimburse the employer at the substitute rate for  
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released time for the purpose of Association business, if a substitute is actually used. Substitute time may be taken in full day or hourly increments and reimbursed to the Employer accordingly. The Employer will determine whether or not to assign a substitute employee. Additional release time with prior approval by the division head of Personnel Services may be granted.

**6.7** In order to receive the above release time, the President, or designee, shall inform the respective immediate supervisor no later than 72 hours prior to the scheduled meeting in order that an adequate substitute may be obtained, if such is necessary.

**6.8** The Employer shall release to the Association the addresses of newly hired unit members no later than 30 days after the unit member has been hired. The Association agrees not to release the home addresses supplied pursuant to this Agreement to any other person or entity and they shall be used for official Association business only.

**6.9** The Employer shall continue to supply the “Monthly Personnel Report” to the Association on a regular basis and without request by the Association. The “Monthly Personnel Report” shall include a listing of all new bargaining unit members including their assigned work site, as well as all separations from RCOE.

**ARTICLE VII**

**GRIEVANCES**

**7.1 DEFINITIONS**

A "grievance" is a written allegation by a grievant that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

During the regular contract year of the unit member, a "day" is a day in which the unit member is scheduled to work. Other than the regular contract year, a "day" is a day in which the Riverside County Office of Education is open for business.

In the case of a unit member, the "immediate supervisor" is the first level management team member having immediate jurisdiction over the grievant who has been designated by the Employer to adjust grievances. In the case of the Association as a grievant, the immediate supervisor is the director of the specific program where there is an allegation of the misapplication or misinterpretation of this Agreement.

**7.2 GENERAL PROVISIONS**

- A. Every unit member shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent an individual unit member from discussing a problem with an agent of the Employer and having it resolved without filing a grievance as provided herein.
- B. The failure of the grievant to act within the prescribed time limits stated in this Article will prohibit any further appeal. The failure by the Employer or its representative(s) to render a decision within the time periods specified herein shall constitute a denial of the grievance and the grievant may appeal to the next level. Time periods given in these procedures may be modified by written agreement between the Grievant and the Employer.
- C. Any unit member at any time may present formal grievances to the Employer and have such grievances adjusted without the intervention of the Association, provided that the Employer shall not put a remedy into effect for said grievance until the Association has been served notice by the Employer, providing the opportunity to respond.

- 1 D. In the event a grievance is filed at such a time that it cannot be completed before  
2 the ending of the grievant's working days, the time schedule of the grievance will  
3 restart when the grievant's working days restart.
- 4 E. There shall be no reprisals of any kind whatsoever by the Employer or RCOTA  
5 against any grievant, the Association, or management employee participant in the  
6 grievance procedure by reason of such participation.
- 7 F. Provisions of the grievance procedures shall continue in effect for such a period of  
8 time as is necessary to complete the processing of any grievance filed prior to the  
9 termination of this Agreement.
- 10 G. The Employer shall maintain a separate grievance file for documents,  
11 communications and records dealing with the processing of grievance(s). The  
12 Association President (or designee) and the Superintendent (or designee) agree to  
13 share non-confidential documents which have been exchanged during this  
14 processing of grievances.

### **7.3 STEPS**

#### **7.3.1 Informal Conference**

15 Prior to going forward with a formal grievance, the grievant shall attempt to  
16 resolve it by informal conference with the grievant's immediate supervisor.

#### **7.3.2 Formal Level**

##### **7.3.2.1 Level I**

17 Within fifteen (15) days after the occurrence of the act or omission  
18 giving rise to the grievance, the grievant must present such grievance in  
19 writing on the appropriate form to the immediate supervisor.

20 The written information provided by the grievant shall include, but not  
21 be limited to, a clear, concise statement of the grievance and the  
22 circumstances involved; the specific and express article and section of  
23 the Agreement believed to have been violated; the adverse effect of the  
24 believed violation upon the grievant; the adverse effect of the believed  
25 violation upon specific objection(s) to the decision rendered at the  
26 informal level; elements of informal decision with which the grievant  
27 agrees; the specific remedy sought.

28 The immediate supervisor shall communicate a decision to the unit  
29 member in writing within fifteen (15) days after receiving the grievance.  
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1 If the supervisor does not respond within the time limits, the grievant  
2 may appeal to the next level.

3 **7.3.2.2 Level II**

4 In the event the grievant is not satisfied with the decision at Level I, the  
5 grievant may appeal the decision in writing to the Director or designee  
6 within fifteen (15) days, dating from the issuance of the Level I response,  
7 or the date that the Level I response should have been issued.

8 The written information provided by the grievant shall include a copy of  
9 the original grievance and shall include, but not be limited to: a clear,  
10 concise statement of the grievance and the circumstances involved; the  
11 specific and express article and section of the Agreement believed to  
12 have been violated; the adverse effect of the believed violation upon the  
13 grievant; the decision rendered at Level I; specific objection(s) to the  
14 decision rendered at Level I; elements of the Level I decision with which  
15 the grievant agrees; the specific remedy sought.

16 The Director or designee shall communicate a decision within fifteen  
17 (15) days after receiving the appeal from the Level I decision. If the  
18 Director or designee does not respond within the time limits, the grievant  
19 may appeal to the next level.

20 **7.3.2.3 Level III**

21 In the event the grievant is not satisfied with the decision at Level II, the  
22 grievant may appeal the decision in writing to the division head or  
23 designee within fifteen (15) days, dating from the issuance of the Level  
24 II response, or the date that the Level II response should have been  
25 issued.

26 The written information provided by the grievant shall include a copy of  
27 the original grievance and shall include, but not be limited to: a clear,  
28 concise statement of the grievance and the circumstances involved; the  
29 specific and express article and section of the Agreement believed to  
30 have been violated; the adverse effect of the believed violation upon the  
grievant; the decision rendered at Level II; specific objection(s) to the  
decision rendered at Level II; elements of the Level II decision with  
which the grievant agrees; the specific remedy sought.

1                   **7.3.2.4 Level IV Mediation**

2                   The parties to this Agreement may, within fifteen (15) days, dating from  
3                   the issuance of the Level III response, request that a mediator be  
4                   assigned by the California State Conciliation Service to assist in  
5                   facilitating resolution of the grievance. In the alternative, the parties may  
6                   agree that a particular mediator be assigned.

7                   If an agreement is reached, the agreement shall be reduced to writing and  
8                   shall be signed by the grievant, the Association and the Employer. This  
9                   agreement shall constitute a settlement of the grievance.

10                  If the grievance is not resolved at Level IV, the grievance may proceed to  
11                  arbitration. The grievant must submit this request on the prescribed form  
12                  within fifteen (15) days after the conclusion of the grievance mediation.

13                   **7.3.2.5 Level V Binding Arbitration**

14                  As a conditioning precedence to going forward to Level V Hearing, the  
15                  binding arbitration parties shall have utilized the Mediation Step.

16                  The grievant may within fifteen (15) days, dating from the issuance of  
17                  the previous level response, or the date that the previous level response  
18                  should have been issued, submit a request in writing to the  
19                  Superintendent’s Office that the grievant is proceeding to binding  
20                  arbitration.

21                   **7.3.2.5.1 Binding Arbitration**

- 22                  a. Within fifteen (15) working days, the parties shall attempt to select a  
23                  mutually acceptable arbitrator.
- 24                  b. If no agreement can be reached, then within the next fifteen (15)  
25                  working days, the Superintendent or Designee must request of the  
26                  State Conciliation Services to supply a panel of five (5) names of  
27                  persons experienced in hearing grievance in public schools.
- 28                  c. Within fifteen (15) working days of the receipt of the names, the  
29                  parties will select an arbitrator by alternately striking a name from the  
30                  list until one name remains. The remaining panel member shall be the  
                    arbitrator. The order of the striking shall be determined by lot.
- d. The fees and expense of the arbitrator and the hearing shall be borne  
                    equally by the County Office and the Association. All other expenses  
                    shall be borne by the party incurring them.

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- e. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to the arbitrator. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- f. After a hearing and after both parties have had an opportunity to make arguments, the arbitrator shall submit in writing to all parties, his/her findings and decisions, which shall be final and binding.
- g. The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the Employer.
- h. The arbitrator may hear and determine only one grievance at a time unless both parties mutually agree to consolidate similar grievances.
- i. If any question(s) arises as to the either arbitrability of the grievance or the timeliness of the grievance, such question(s) shall be first decided by the arbitrator in a separate hearing before consideration of the merits of the grievance.

**ARTICLE VIII**

**NON-DISCRIMINATION**

**8.1 NON-DISCRIMINATION**

Both the Employer and the Association acknowledge their affirmative duty and shall not engage in discriminatory practices prohibited by state or federal discrimination statutes. No employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of actual or perceived race (including hair texture and protective hairstyles), color, national origin, ancestry, religious creed age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex or sexual orientation, or bargaining unit member's association with a person or group with one or more of these actual or perceived characteristics at any County Office of Education site and/or activity. Violations of this section shall not be subject to the grievance procedure contained in this Agreement if the claim is within the jurisdiction of an outside agency such as the Department of Fair Employment and Housing (DFEH) or Equal Employment Opportunity Commission (EEOC).

**ARTICLE IX**

**BENEFITS**

**9.1** Active bargaining unit members employed four (4) hours per day and twenty (20) hours per week shall be entitled to the health and welfare benefits listed herein except in the case of job sharing. Bargaining unit members who participate in job sharing will find their health and welfare benefits outlined in Article XXI.

**9.1.1** The Employer shall provide a composite health insurance program for bargaining unit members employed twenty (20) hours or more per week. The Employer shall contribute up to \$1072.00 monthly (12 months), toward health insurance premiums effective January 1, 2023. Consistent with established past practice, the difference between the Employer's maximum contribution and the actual cost of the premiums will be payroll deducted in accordance with section 9.2 below. As an alternative to medical insurance coverage, the Employer shall offer a stipend of \$1,800 annually with proof of insurance. This stipend shall be paid twelfthly or pro rata if employed less than twelve (12) months. Effective January 1, 2017, the Employer will provide an annual contribution of up to \$3,000 for unit members employed in the seasonal, 123-work day/8 hours per day Migrant Head Start program who enroll in the Employer's medical insurance plan in the Regional Employer-Employee Program for Benefits (REEP). The difference between the Employer's contribution and the actual cost of the premiums will be payroll deducted in accordance with section 9.2 below.

**9.2** Bargaining unit members who are to have amounts deducted from their payroll warrants for contributions toward the insurance premiums will have deductions taken on the same pay frequency as their work year, i.e., twelfthly, tenthly, etc. Exceptions to this must be approved by both the Employer and the Association. Bargaining unit members employed prior to July 15, 1992, shall be subject to standard provisions and benefits as stated further in the policies or Public Employees' Medical and Hospital Care Act (PEMHCA). The Employer shall provide the Association a copy of said regulations.



1 **9.3** All benefits shall be subject to standard provisions set forth in the policy, or  
2 policies, or Public Employees' Medical and Hospital Care Act (PEMHCA).

3 **9.4** The Employer shall have the right to initiate a change in insurance carriers  
4 providing the coverage is similar, the same, or better than the programs presently in  
5 effect.

6 **9.5** The Employer shall meet and negotiate with the Association with respect to the  
7 carrier and comparability of the coverage and the parties shall reach mutual  
8 agreement prior to implementing a change in carriers.

9 **9.6** Disputes concerning the hospital and medical insurance provided herein, including  
10 but not limited to questions as to the scope of benefits or disability coverage,  
11 eligibility, and premium rate, shall not be subject to the grievance procedure.

12 **9.7** The Employer shall contribute up to \$106.51 monthly (12 months) toward the cost  
13 of the dental plan effective July 1, 2006. This plan shall have an annual benefit cap  
14 of \$2,000.

15 **9.8** The Employer shall provide a \$45,000 term life and AD&D policy for eligible  
16 bargaining unit members. The Employer shall contribute up to \$4 per month.

17 **9.9** Full-time bargaining unit members employed after December 8, 1993, who have  
18 been employed for fifteen (15) years or more with the Employer, shall be entitled  
19 upon retirement to the same Employer contribution amount toward health coverage  
20 as is provided for active bargaining unit members.

21 The parties further agree, bargaining unit members employed part time who have  
22 been employed for twenty (20) years or more with the Employer shall be entitled to  
23 the same Employer contribution amount toward health coverage as is provided for  
24 active bargaining unit members.

25 Effective on the day of ratification, any full-time bargaining unit member hired on  
26 or after February 3, 2006, who has been employed thirty-five (35) years or more  
27 with the Employer, shall be entitled upon retirement to the minimum retirement  
28 contribution set by Public Employees' Medical and Hospital Care Act (PEMHCA).

29 The parties further agree part-time bargaining unit members who have been  
30 employed forty (40) years or more shall be entitled upon retirement to the minimum  
retirement contribution as set by PEMHCA.

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**9.10** Effective April 1, 1998, the Employer shall provide a vision plan for bargaining unit members working twenty (20) hours or more per week.

**9.11** Effective October 8, 2010, the Employer shall provide domestic partner benefits for bargaining unit members working twenty (20) hours or more per week.

**9.12** The Employer shall meet and consult with the Association during the 2020-2021 school year to review current and potential vision plans. Per Article III – TERM, the parties may open negotiations on Article IX for the 2021-2022 fiscal year.

**ARTICLE X**  
**PERFORMANCE APPRAISAL**

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**10.1** The Employer shall evaluate all non-permanent bargaining unit members no less than once every school year.

**10.2** The Employer shall evaluate permanent bargaining unit members no less than once every two (2) school years. Bargaining unit members may also be eligible for a five (5) year evaluation cycle pursuant to the provisions of Education Code section 44664.

**10.3** The evaluator will meet with bargaining unit members by October 15, of the evaluation year to review the evaluation procedures. For programs with a start date after September 15, the evaluator shall meet with the bargaining unit member within six weeks from the start of school.

**10.4** Any grievance shall be limited to claims alleging violation of the expressed evaluation procedures within this article. No grievance arising under this article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or RCSS, nor shall the grievance contest the judgment of the evaluator, nor the content of the evaluation. Unavailability of the bargaining unit member, or an absence from work of the evaluator or bargaining unit member, shall not constitute violations by the evaluator of the timelines in this article.

**10.5** For purposes of this Article, an evaluator is a site manager, principal, coordinator/principal, coordinator, director, assistant superintendent, associate superintendent, deputy superintendent or other designated person responsible for the supervision of the school program or service in which the unit member is assigned.

**10.6** At least one formal observation for non-permanent bargaining unit members, including but not limited to, permit teachers, career technical education instructors, intern teachers, and teachers deemed to be in a probationary status, shall occur by December 15. At least one formal observation for permanent bargaining unit members shall occur by March 1. Whenever possible 24-hour notice shall be given to the bargaining unit member prior to the formal observation. Nothing in this

1 article precludes the evaluator from conducting additional classroom visitations and  
2 observations of a unit member as deemed necessary in furtherance of the formal  
3 evaluation process. If any deficiencies are expressly indicated in the observation  
4 report, the evaluator shall hold a conference with the unit member to make specific  
5 timely recommendations, in writing, in the areas of needed improvement, including  
6 providing suggestions, directions, and supports as determined by the evaluator to  
7 assist the unit member in improving performance. The final evaluation shall be  
8 based on established objectives and standards set forth in the evaluation form and  
9 other performance areas identified by the evaluator. Nothing herein precludes the  
10 Employer from issuing an unsatisfactory evaluation based upon information arising  
11 after the

12 March 1 observation. A written copy of the Certificated Performance Review shall  
13 be provided to the bargaining unit member no later than 30 days before the end of  
14 the school year. By the last day of student attendance of the school year, the  
15 evaluator shall meet with the bargaining unit member to discuss the written  
16 Certificated Performance Review.

17 **10.7** Procedural violation of this article shall not invalidate the content of the evaluation.  
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**ARTICLE XI**

**SALARY**

**11.1** Bargaining unit members shall be paid in accordance with Appendix D1 and D2 salary schedules.

**11.2** The Employer will increase the D1 and D2 salary schedules by one percent (1%) effective July 1, 2024. If the employer receives a funded cost of living adjustment (COLA), greater than 2% to the calculated LCFF, for the RCSS, for the 2024-2025 fiscal year, RCOTA may reopen Article XI. If the employer receives a reduction in calculated LCFF, for the RCSS, funding of 2% or greater, for the 2024-2025 fiscal year, the employer may reopen Article XI. This determination shall be made upon the final adoption of the State budget for the 2024-2025 fiscal year.

Effective July 1, 2017, Alternative Education and Special Education unit members with base site assignments in the near desert area (Palm Springs USD, Desert Sands USD, Coachella USD) will receive a location stipend of three percent (3%) of base salary and unit members with base site assignments in the far desert (Palo Verde USD, Desert Center USD) will receive a location stipend of seven percent (7%) of base salary.

The salary schedule for Speech and Language Pathologists (2016-17 Salary Schedule 230 or its successors) will be twenty percent (20%) higher than the corresponding unit member salary schedule (2016-17 Salary Schedule 200 or its successors).

Effective July 1, 2017, the salary schedule for DHH and VH/VI classroom and itinerant teachers and Audiologist(s) will be five percent (5%) higher than the corresponding bargaining unit member salary schedule (2016-17 Salary Schedule 200 or its successors).

Effective July 1, 2022, the School Nurse will be placed on salary schedule 240.

Effective July 1, 2017, the Employer will compress the D1 and D2 Salary Schedules by deleting the 2016-2017 Row 1 and renumbering the Rows accordingly.

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**11.3** Effective July 1, 2019, The Employer will add a column to the D2 salary schedules for bargaining unit members in possession of a valid California credential appropriate for the assignment. In fiscal year 2019-2020, this column will be equivalent to Column 1 in Salary Schedule 201, adjusted for the number of contract work days of the bargaining unit member.

**ARTICLE XII**

**CLASS SIZE**

**12.1** The class sizes will not exceed the legally permissible maximums. The provisions of state law and regulations will apply in all appropriate cases.

**12.2** Special Education class sizes will be established and maintained consistent with state law and applicable regulations. Factors to be reviewed in the determination of class size and student caseloads are instructional strategies, student population, level of instructional aide support, extra duties expected of the teacher, parameters or requests made by agency partners (where applicable), facilities, enrollment patterns, and other pertinent factors. A bargaining unit member may submit a request to have their class size reviewed based on the factors above to the Division Head or designee, with a copy of the request to the Division Head of Personnel Services. Decisions regarding class size or student caseloads will be made in consultation as appropriate and whenever possible with the affected bargaining unit member(s) and Association. Enrollment will be guided by program-specific targets and management will retain the right to make class size and caseload decisions.

**12.3** As enrollment fluctuates, the bargaining unit member, Association, and administrator may work collaboratively to discuss developing a cost neutral plan for support.

**12.4** This article also applies to Extended School Year.

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**ARTICLE XIII**  
**PROGRAM SERVICE QUALITY**  
**REVIEW (PSQR)**

**13.1** PSQR committees shall be established to continuously improve student program/services, through a collaborative process. To the extent possible, PSQRs shall be comprised of no less than six (6) bargaining unit members, three of whom may be selected by the Employer; and three may be selected by RCOTA, taking into consideration specific credentialing groups, service areas, and geographical locations. The executive directors/directors of the respective programs and an RCOTA-selected committee member shall co-chair these committees. These committees shall make recommendations to the division head, as appropriate. The president of the Association and the division head of Personnel Services or their designees may attend meetings, as they deem necessary. PSQR committees shall meet no less than twice per semester or as agreed on by the committee.

**13.2** Prior to the first PSQR meeting of the year, the co-chairs will establish the meeting schedule for the year, which will be subject to change by mutual agreement of the co-chairs. When feasible, PSQR meetings will be scheduled during the basic bargaining unit member workday, and participation may be via teleconference. If meetings are scheduled outside of the basic work day, bargaining unit members shall be compensated at their regular hourly rate of pay for the scheduled time that is outside the basic workday, however the meetings shall not continue past the scheduled end time.

**13.3** Health and safety will be a standing agenda item in PSQR Committee meetings.



**ARTICLE XIV**

**LEAVE PROVISIONS**

**14.1** The benefits, which are expressly provided by this section, Article XIII, are the sole benefits, which are part of this Collective Agreement. Bargaining unit members may make use of any and all leaves listed in this Article during the regular school year or extended school year if they are under contract. It is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article VII.

**14.2 PERSONAL ILLNESS AND INJURY LEAVE**

**14.2.1** Sick leave for bargaining unit members shall be accrued on the basis of one day for each calendar month of full-time employment to a maximum of twelve (12) days in any one fiscal year. Bargaining unit members under a ten-month contract will accrue a maximum of ten (10) days per year. A bargaining unit member whose contract is for less than full-time shall be entitled to that portion of one day per month as the percentage of the employment contract bears to a full-time contract.

**14.2.2** After all earned leave as set forth in 14.2.1 and 14.2.3 is exhausted; additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of 14.2.4 are met. The amount deducted for leave purposes from the bargaining unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute.

**14.2.3** If a bargaining unit member does not utilize the full amount of leave as authorized in 14.2.1 in the foregoing, including the amount accrued on an extended year basis, the amount not utilized shall be accumulated from year to year.

**14.2.4** Upon request by the Employer, a bargaining unit member shall be required to present a medical doctor's certificate verifying the personal illness or

1 injury and/or a medical authorization to return to work. If the illness or  
2 injury exceeds three (3) consecutive days, the Employer may require the  
3 bargaining unit member to visit the Employer's certified medical specialist.  
4 The Employer may make all necessary inquiries in order to be fully  
5 informed as to the duration and severity of the illness or injury. If the report  
6 concludes that the absence is not due to personal illness or injury, or that the  
7 illness is not sufficiently severe to warrant continued absence, then the  
8 Superintendent or designee, after written notice to the bargaining unit  
9 member, may disallow payment for such leave. If requested by the  
10 Employer, a bargaining unit member shall not return to work until the  
11 bargaining unit member submits a medical doctor's authorization to return  
12 to work. The Employer will only pay the cost of the medical doctor under  
13 the provisions of Article XIV of this Agreement.

14 **14.2.5** Whenever possible, a bargaining unit member assigned to a class must  
15 contact the Absence Management System for RCOE, or the assigned district  
16 if the bargaining unit member is a CTE Instructor, as soon as the need to be  
17 absent is known, but in no event less than two (2) hours prior to the start of  
18 the workday to permit the Employer time to secure a substitute service.  
19 Itinerant bargaining unit members, who are not assigned to a classroom on a  
20 regular basis, shall contact their immediate supervisor to report their absence  
21 within the first hour of the workday and report the absence to the Absence  
22 Management System indicating that no substitute is needed. Failure to  
23 provide adequate notice may be grounds for denial of leave with pay or  
24 other disciplinary action.

25 **14.2.5.1** CTE Instructors must also contact the Absence Management System for  
26 RCOE and since the assigned district procures the substitute, indicate  
27 no substitute is required.

28 **14.2.6** A bargaining unit member who is absent for one-half workday or less, and  
29 for whom a substitute is obtained, shall have deducted one-half day from the  
30 accumulated leave, if any. Should a substitute not be required nor obtained,  
the deduction from leave shall be for the actual time absent. In the event a

1 bargaining unit member has no accumulated leave, the bargaining unit  
2 member's salary shall be deducted in accordance with 14.2.2 of this Article.

3 **14.2.7** With the exception of absences in which the bargaining unit member has  
4 notified the Employer of his/her necessity to utilize sick leave for an  
5 extended period, it shall be assumed by the Employer that the bargaining  
6 unit member intends to report to work unless the bargaining unit member  
7 calls by the normal specified call-in time for substitutes.

8 **14.2.8** In those cases where a bargaining unit member is aware that the bargaining  
9 unit member will be absent fifteen (15) working days or more, the  
10 bargaining unit member shall notify the immediate supervisor and Executive  
11 Director of Personnel Services of the situation and provide a statement from  
12 the bargaining unit member's physician confirming the duration and  
13 severity of absence. A subsequent statement may be required when the term  
14 of absence extends beyond the anticipated date of return or if the original  
15 statement is indefinite. Prior to return to work from any absence of fifteen  
16 (15) working days or more, a statement from the bargaining unit member's  
17 physician verifying that the bargaining unit member can return to the  
18 bargaining unit member's assignment without detriment to the bargaining  
19 unit member's health must be submitted to the Division of Personnel  
20 Services. The Employer reserves the right to require a medical examination  
21 by a physician chosen and compensated by the Employer.

### 22 **14.3 CATASTROPHIC SICK LEAVE BANK**

23 Bargaining unit members may submit requests for Catastrophic Sick Leave in units  
24 not to exceed 30 calendar days.

25 **14.3.1** Bargaining unit members who suffer a catastrophic injury/illness or need to  
26 provide care for an immediate family member who suffers a catastrophic  
27 injury/illness, which results in the unit member using all available paid  
28 leaves, shall become eligible to use this catastrophic sick leave plan, subject  
29 to the restrictions and conditions outlined in the rules developed by the  
30 parties. Catastrophic sick leave shall be used concurrently with extended  
leave.

1       **14.3.2** The use of this Sick Leave Bank shall only be available to those bargaining  
2                   unit members who have made a donation of at least one (1) day to the bank  
3                   during the current fiscal year.

4       **14.3.3** This donation shall be irrevocable. The unit member shall file an  
5                   irrevocable “Certificated Sick Leave Bank Deposit Form” with the  
6                   Personnel Office. A donation to the Sick Leave Bank shall be a general  
7                   donation, and shall not be donated to a specific unit member for the  
8                   bargaining unit member’s exclusive use.

9       **14.3.4** Bargaining unit members may donate the remainder of the current fiscal  
10                   year’s sick leave.

11       **14.3.5** Bargaining unit members may donate earned sick leave at any time during  
12                   their work year.

13       **14.3.6** All unit members wishing to use this Sick Leave Bank shall submit a  
14                   “Certificated Sick Leave Bank Request for Withdrawal form.” This form  
15                   shall be submitted to the Personnel Office. The request shall state the  
16                   number of days being requested by the unit member. A Sick Leave Bank  
17                   Committee shall consider the request of the unit member. The committee  
18                   shall consist of one (1) person selected by the Employer as a record keeper  
19                   and three (3) other members selected by the Association. Approval of a  
20                   request shall require a majority vote of the Association members. Any  
21                   rejection of a request may be appealed to the RCOTA Executive Board for  
22                   final action and decision. The timelines for filing an appeal shall be the  
23                   same as found in the initial step of the grievance procedures (Article 7.3.1).

24       **14.3.7** Catastrophic Sick Leave Committee may request the bargaining unit  
25                   member to provide written verification from their attending physician as to  
26                   the severity of the catastrophic injury and/or illness and the approximate  
27                   duration thereof. The diagnosis shall not be requested, in order to protect  
28                   the privacy of the bargaining unit member.

29       **14.3.8** The maximum number of days allowed to be utilized by one unit member  
30                   for a single catastrophic injury/illness shall not exceed ninety (90) days. A  
                 unit member may request a specific number of days on one "Certificated

1 Sick Leave Bank Request for Withdrawal Form." The unit member may  
2 request additional days up to the ninety (90) days by filing an additional  
3 request for consideration by the Committee.

4 **14.3.9** Any days approved that are unused by the unit member shall be returned to  
5 the Catastrophic Sick Leave Bank.

6 **14.3.10** If a unit member uses a day from the Sick Leave Bank, pay for that day shall  
7 be the same rate the unit member would have received had the unit member  
8 worked that day.

9 **14.3.11** During September of each year, the Personnel Office shall provide the  
10 Association a statement outlining the number of days available in the Bank  
11 as of September 1 of that year and the number of days used in the previous  
12 fiscal year.

#### 13 **14.4 PERSONAL NECESSITY LEAVE**

14 **14.4.1** A bargaining unit member may elect to use, not exceeding seven (7) days in  
15 any one fiscal year, sick leave which has been earned for personal  
16 necessities which fall in and are limited to the following categories:

- 17 a. Bereavement leaves which may be necessary beyond that authorized in  
18 Article 14.5.
- 19 b. An unforeseen accident, involving the person or property of the  
20 bargaining unit member or the person and property of a member of the  
21 bargaining unit member's immediate family.
- 22 c. Appearance in any court or before an administrative tribunal as a  
23 litigant, party or witness under subpoena or any order made with  
24 jurisdiction, and for which no other leave is provided for herein.
- 25 d. **Personal business**, as determined by the bargaining unit member,  
26 limited to five (5) days per school year, taken for a minimum of fifteen  
27 (15) minutes.
  - 28 1. Bargaining unit members shall provide one day advance notice,  
29 if possible, or immediate upon return.

2. This personal business day shall not be used by the Association or bargaining unit members for concerted activities as determined in Article XVIII – Concerted Activities.
3. Personal business leave shall not be available for purposes of personal convenience or for the extension of a holiday or vacation, or for recreational activities, or for other employment.

**14.4.2** Other extenuating circumstances subject to approval as follows:

- a. Impending death or critical illness of family member;
- b. Religious holiday;
- c. Home protection such as flood or fire;
- d. Paternity, adoption;
- e. Conditions beyond the control of the bargaining unit member with director approval.

**14.4.3** Under all circumstances, except 14.4.1 d, a bargaining unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in the above. A bargaining unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated. Leave under the above provisions, with the exception of the five (5) personal business days, is subject to approval, and the bargaining unit member must specify the type of personal necessity. When feasible, prior notification of personal business leave is required. The bargaining unit member shall make every effort to comply with the Employer’s notification procedures to enable the Employer to secure a substitute.

**14.4.4** Bargaining unit members may request additional personal necessity leave in writing to the Superintendent. Such leave shall be taken from their accumulated or accrued sick leave.

**14.5 BEREAVEMENT/FUNERAL LEAVE**

**14.5.1** The bargaining unit member shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence, if travel in excess of 350 miles is required to attend the funeral/memorial service, without loss of

1 salary, for any member of the bargaining unit member's immediate family.  
2 Such leave shall not be deducted from leave granted by any other section of  
3 this Agreement.

4 **14.5.2** For the purposes of this subsection, members of the immediate family  
5 means: the spouse/registered domestic partner, mother, father, legal  
6 guardian, stepmother, stepfather, grandmother, grandfather, son, son-in-law,  
7 daughter, daughter-in-law, stepchild, grandchild, brother, sister, uncle, aunt,  
8 niece, or nephew of the bargaining unit member or of the spouse/registered  
9 domestic partner of the bargaining unit member; or any relative or  
10 significant other living in the immediate household of the bargaining unit  
11 member.

12 **14.5.3** The bargaining unit member shall identify name, relationship of family  
13 member, city and state of death upon request of bereavement leave on the  
14 Verification of Attendance (VOA) form. If the bargaining unit member is  
15 traveling in excess of 350 miles, the bargaining unit member shall also  
16 identify the location of funeral/memorial service.

## 17 **14.6 PERSONAL LEAVES OF ABSENCE**

18 The Superintendent may grant a leave of absence for personal reasons with or  
19 without pay for a period not to exceed one (1) complete year to bargaining unit  
20 members employed a minimum of two (2) years. While on a personal leave without  
21 pay, bargaining unit members shall neither advance nor lose steps on the salary  
22 schedule. Accumulated sick leave will not be accrued during the period of the  
23 unpaid leave.

24 **14.6.1** A bargaining unit member shall submit the request for personal leave of  
25 absence to the Division Head of Personnel Services, no later than 30  
26 calendar days prior to the beginning of requested leave. The Division Head  
27 of Personnel Services shall notify the bargaining unit member in writing  
28 within 15 days of the decision.

29 **14.6.2** A bargaining unit member may request to utilize either sick leave and/or, in  
30 case of a bargaining unit member employed two (2) years or more, a

1 Personal Leave of Absence as necessitated by pregnancy, miscarriage,  
2 childbirth, or recovery therefrom.

3 **14.6.3** A bargaining unit member may be required to submit a physician's  
4 statement verifying health impairment and release to return to work  
5 following health impairment regardless of the length of time. The Employer  
6 also reserves the right to require a medical examination by a physician  
7 chosen and compensated by the Employer.

## 8 **14.7 INDUSTRIAL ACCIDENT LEAVE**

9 **14.7.1** Bargaining unit members will be entitled to industrial accident leave  
10 according to the provision in Education Code Section 44894 for personal  
11 injury, which has qualified for worker's compensation.

12 **14.7.2** Allowable leave shall not exceed sixty (60) workdays during which the  
13 schools of the Employer are required to be in session or when the bargaining  
14 unit member would otherwise have been performing work for the Employer  
15 in any one fiscal year for the same industrial accident.

16 **14.7.3** The Employer has the right to have the bargaining unit member examined  
17 by a physician designated by the Employer to assist in determining the  
18 length of time during which the bargaining unit member will be temporarily  
19 unable to perform assigned duties and the degree to which disability is  
20 attributable to the injury involved.

21 **14.7.4** For any days of absence from duty as a result of the same industrial  
22 accident, the bargaining unit member shall endorse to the Employer any  
23 wage loss benefit check which would make the total compensation from  
24 both sources exceed 100 percent of the amount the bargaining unit member  
25 would have earned.

26 If the bargaining unit member fails to endorse to the Employer any wage  
27 loss disability indemnity check received on account of the industrial  
28 accident of illness as provided above, the Employer shall deduct from the  
29 bargaining unit member's salary warrant the amount of such disability  
30 indemnity actually paid to and retained by the bargaining unit member.



1       **14.7.5** Such leave is not accumulated from year to year, and if any industrial  
2               accident or illness overlaps into a new fiscal school year, the bargaining unit  
3               member shall have only that amount of leave which was not used in the  
4               prior year for the same accident or illness.

5       **14.7.6** Any bargaining unit member receiving benefits under this Article shall,  
6               during periods of injury or illness, remain within the State of California  
7               unless the Employer authorizes travel outside of the state.

8       **14.8 JURY DUTY**

9       **14.8.1** Bargaining unit members will be provided leave for regularly called jury  
10              duty. The bargaining unit member shall submit a written request for an  
11              approved absence no less than ten (10) days prior to the beginning date of  
12              the leave. The employee shall provide verification of attendance upon  
13              completion of jury duty service.

14       **14.8.2** The bargaining unit member, while serving jury duty, will receive full pay,  
15              provided that jury fees (excluding mileage) are endorsed by the bargaining  
16              unit member and submitted to the Employer. Whenever reasonable, and  
17              subject to rules that may be developed by the Employer, the bargaining unit  
18              member is to report to the first level Management Team person during  
19              normal working hours when not occupied as a juror.

20       **14.9 REDUCTION TO PART-TIME EMPLOYMENT STATUS WITH FULL**  
21       **RETIREMENT SERVICE CREDIT**

22       **14.9.1** The purpose of this provision shall be to provide for a partial leave, during  
23              the school year, permitting study, travel, or the completion of a special  
24              project which will benefit the schools and pupils of the Employer. Unit  
25              members that have been granted said reduction shall, upon request of the  
26              Employer, provide a copy of their completed project or other  
27              documentation related to their study or travel.

28       **14.9.2** Eligible unit members must have reached the age of 55 prior to said  
29              reduction in work load.  
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**14.9.3** Subject unit members must have been employed full time in a position requiring a certificate for at least ten years; five of the previous ten years immediately preceding shall have been full-time employment.

**14.9.4** There shall have been no break in service for the five year period immediately preceding said reduction.

**14.9.5** Consideration for reduction of work year under this section shall only be considered upon request of the unit member.

**14.9.6** Subject unit member(s) shall be paid a prorata share of the salary the bargaining unit member would be earning on the schedule for full-time employment, but shall retain all other rights and benefits for which the bargaining unit member makes the payments that would be required if otherwise employed full time.

**14.9.7** The minimum part-time employment provided herein shall be the equivalent of 1/2 the number of days of service required by the unit member's contract of employment during the full year immediately preceding unit member's request for reduction.

**14.9.8** The period of such part-time employment shall be for one (1) school year, unless otherwise agreed between Employer and the unit member.

**14.9.9** This option is limited in pre-kindergarten through grade 12 to certificated unit members who do not hold positions with salaries above that of a school principal.

**14.9.10** The Employer reserves the right to determine the number of positions eligible for reduced work year under this section, each school year.

**ARTICLE XV**

**EMPLOYER PREROGATIVES**

**15.1 RESERVED PREROGATIVES**

It is understood and agreed that it is the interest and prerogative of the Employer to operate and manage its affairs to the full extent of the law. The Employer retains all managerial rights not expressly forbidden by statutory law or expressly limited by this Collective Agreement.

Included in but not limited to those duties and powers are the exclusive prerogatives to: determine its organization; direct the work of its employees; determine the times and hours of site operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Employer operations, build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work not presently assigned by unit members; and take appropriate action on any matter in the event of an emergency.

In accordance with the process in this agreement, the Employer retains the rights to hire, classify, assign, evaluate, and promote employees.

**15.2 PROCEDURAL PREROGATIVES**

It is understood that the Employer retains the procedural right to initiate or to refrain from initiating actions that may affect unit members' wages, hours, and conditions of employment and that such actions, once initiated by the Employer are subject only to the express procedural limitations that may be set forth in the Collective Agreement or in the law. Such matters include, but are not limited to, the procedural rights to: contract out work, transfer, lay off, terminate employees, or otherwise discipline employees for reasons of just cause; make technological improvements; take necessary action to implement the terms and conditions of the Collective Agreement; adopt policies, rules, regulations, and practices in furtherance thereof and to use judgment and discretion in connection therewith.

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**15.3** The Employer retains the right to suspend temporarily the terms of this Agreement in an emergency for the duration of the emergency, and the modifications that may be made to the Agreement shall prevail for the duration thereof. In no case shall an emergency be declared for arbitrary or capricious reasons.

“Emergency” is defined as a sudden, urgent, generally unexpected occurrence or occasion, including but not limited to a war, acts of God; natural disasters; force majeure, including pandemic or epidemic; severe impacts, work stoppage or interference with County Superintendent of Schools operations requiring immediate attention.

Whenever practicable, the Employer and the Association shall meet and negotiate concerning the impact of the emergency prior to implementing the modifications to the Agreement.

But, in any event, when an emergency has been declared either party may serve notice on the other that it desires to meet and negotiate concerning the impact of the emergency upon the Agreement and the other party shall agree to meet and negotiate within five (5) working days from receipt of notice.

**15.4** Action by the Employer taken pursuant to Item 15.1 and Item 15.3 are exclusive from the definition of grievance as it appears in Article VII. Action taken pursuant to 15.2 of the above are grievable to the extent that those actions impact the Collective Agreement.

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**ARTICLE XVI**  
**SUPPORT OF AGREEMENT**

The Employer and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process.

**ARTICLE XVII**

**EFFECT OF THIS AGREEMENT**

**17.1** It is understood and agreed that the specific and express provisions contained in this Agreement shall prevail over Employer practices and procedures and over all applicable laws to the extent permitted by law.

**17.2** In the absence of specific provisions in this Agreement, Employer practices and procedures are discretionary.

**17.3** This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.

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**ARTICLE XVIII**  
**COMPLETION OF BARGAINING**

The Association and the Employer, for the life of this Agreement, voluntarily and unqualifiedly waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. Nothing herein shall preclude the parties from meeting and negotiating by mutual consent.

**ARTICLE XIX**

**CONCERTED ACTIVITIES**

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4 **19.1** It is agreed and understood that there will be no strike, work stoppage, slow-down,  
5 picketing or refusal or failure to fully and faithfully perform job functions and  
6 responsibilities, or other interference with the operations of the Employer by the  
7 Association or its officers, agents, or members during the term of this Agreement,  
8 including compliance with the request of other labor organizations to engage in  
9 such activity.

10 **19.2** The Association recognizes the duty and obligation of its representatives to comply  
11 with the provisions of this Agreement and to make every effort toward including all  
12 unit members to do so. In the event of a strike, work stoppage, slow-down, or other  
13 interference with the operations of the Employer by unit members who are  
14 members of the Association, the Association agrees in good faith to take all  
15 necessary steps to cause those unit members to cease such action.

16 **19.3** It is agreed and understood that any unit member violating this Article may be  
17 subject to discipline up to and including termination by the Employer.

18 **19.4** It is understood that in the event this Article is violated, the Employer shall be  
19 entitled to withdraw any Association rights, privileges, or services provided for in  
20 this Agreement, in Employer's policies, or by Education Code from unit member  
21 and/or the Association.  
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**ARTICLE XX**  
**ORGANIZATIONAL SECURITY**

**20.1 PROVISIONS**

**20.1.1** The Employer and the Association recognize the right of bargaining unit members to form, join and participate in lawful activities of unit member organizations and the equal alternative right of bargaining unit members to refuse to form, join, or participate in employee organization activities.

**20.1.2** The Employer and the Association shall not unlawfully discriminate against any bargaining unit member with respect to the terms of this Agreement on the basis of membership or participation in Association activities or lack of membership or participation in Association activities. Violations of this Article shall not be subject to the grievance procedure of this Agreement.

**20.1.3** Any bargaining unit member who is not a member of the Riverside County Office of Education CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a non-union member.

If a non-union member requests to use the grievance arbitration procedure, the non-union member may be required to pay the local chapter for the reasonable cost of using such procedure. See Government Code S.S. 3546.3.

**20.1.4** The Employer shall deduct from the pay of union members and pay to the Association a normal and regular monthly Association membership dues as authorized below:

**20.1.4.1** Association membership deductions shall be made upon submission to the Employer of the Association membership form duly completed by the unit member and the Association;

**20.1.4.2** The Employer shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

**20.2 HOLD HARMLESS CLAUSE**

The Association shall indemnify, defend and hold harmless the Employer, the Board of Education, including each individual Board Member and employees acting within the scope of their employment, agents and representatives of the Employer against any and all claims,

1 demands, suits or other forms of liability, including, but not limited to, wages, damages,  
2 judgments, fees, fines, court costs, attorney fees, and any back pay, penalties or awards  
3 resulting from any court, arbitrator or PERB order, judgment or settlement which may arise  
4 by reason of, or resulting from the operation of this Article of the Agreement. The  
5 Association shall bear all costs of defending against any and all such claims, demands,  
6 suits, or other forms of liability, including but not limited to, court costs, attorney fees and  
7 all other costs of litigation. The Employer shall notify the Association whenever such a  
8 claim has been made or a suit instituted against it and request the Association to provide  
9 legal representation. Upon receipt of such notification, the Association will provide legal  
10 representation for the Employer at no cost to the Employer. The Association shall have the  
11 exclusive right to decide and determine whether any such action shall be compromised,  
12 resisted, defended, tried or appealed. The Association shall pay any judgments ordered  
13 against the Employer arising out of the proposed or actual implementation of this Article.  
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**ARTICLE XXI**

**HEALTH AND SAFETY**

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3 **21.1** Bargaining unit members shall not be required to work under unsafe conditions  
4 (as per federal, state, and local law) or to perform tasks, which endanger their  
5 health, safety, or well-being.

6 *Note for reference:* RCOE maintains an Alternative Education Comprehensive  
7 School Safety Plan and/or individual school safety plans.

8 A. Each bargaining unit member shall report, in writing, any physical or other  
9 working conditions considered unsafe (including, but not limited to, facilities,  
10 equipment, credible threats or assaults by persons) in the bargaining unit  
11 member’s working environment to the bargaining unit members immediate  
12 supervisor and the Association.

13 B. The Employer shall investigate conditions which are reported to be unsafe and  
14 consult with the Association regarding potential solutions. The parties will  
15 inform the bargaining unit member in writing of the results of the  
16 investigation where the Employer has responsibility for the premises, within  
17 15 days of consultation with the Association.

18 **21.2** The Employer shall provide safe working conditions, facilities and equipment.  
19 Bargaining unit members shall not be required to work under unsafe conditions  
20 (violating the final order of Cal-OSHA) or to perform tasks, which endanger their  
21 health, safety, or well-being.

22 **21.3** It shall be the responsibility of the unit member to report to their immediate  
23 supervisor any conditions deemed unsafe. Should no action be taken within  
24 fifteen (15) business days, the unit member shall report the issue to the Division  
25 Head or designee or the Division Head of Personnel Services.

26 **21.4** It is the responsibility of the unit member whose job requires use of tools,  
27 equipment or motor vehicles to use the equipment in a safe, prudent and lawful  
28 manner. Unit members shall comply with the Employer’s reasonable rules,  
29 regulations, and directives designed to provide a safe and healthy workplace,  
30 including use of Employer-provided safety equipment, supplies, devices, and  
attire.

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**21.5** Bargaining unit members shall have the right to suspend students from class pursuant to and in accordance with Education Code Section 48910.

**ARTICLE XXII**

**JOB SHARING**

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4 Job sharing is defined as two persons sharing a full time position on a 50/50 basis. All benefits  
5 and salary shall be divided equally. Salary placement shall be as if both persons were employed  
6 half-time.

7 The fringe benefit package shall be divided in half, in the following manner:

- 8       A. Medical benefits shall be one-half the dollar amount per each participant.  
9       B. Fifty percent of the dental insurance shall be paid by the bargaining unit member and  
10       fifty percent by the Employer.  
11       C. Fifty percent of the life insurance shall be paid by the bargaining unit member and  
12       fifty percent by the Employer.  
13       D. Fifty percent of the vision benefit shall be paid by the bargaining unit members and  
14       fifty percent by the employer.

15 Participation in the program may be initiated by a request by a bargaining unit member. The  
16 parties shall meet and negotiate the continuance of this program and decide upon the participants  
17 on an annual basis.

**ARTICLE XXIII**

**SAVINGS**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or by the final tribunals of appropriate regulatory agencies, such provisions will not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions will continue in full force and effect for the term thereof.

In the event that a court of competent jurisdiction or a final tribunal of appropriate regulatory agencies finds that a section or subsection of this Agreement is contrary to law, negotiations shall be reopened at the request of either party and limited to the effect of accommodating said ruling.

The terms and conditions of this Agreement shall continue in full force and effect until such time as the parties negotiate and ratify a successor Agreement.

**Date:** May 31, 2024

**For the Employer:**

*Dr. Heather Williams*  
*John Murray*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**For the Association:**

*John Castillo*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**AGREEMENT**

The office of the Riverside County Superintendent of Schools agrees that it will recognize the Riverside County Office Teachers Association (RCOTA), affiliate of CTA/NEA as the exclusive representative for purposes of the Rodda Act (Government Code Section 3540, et seq., Title 1, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following certificated positions:

**Division of Student Programs and Services**

<b>Position</b>	<b>Salary Schedule</b>
▪ Adult Education, 185 days	201
▪ Adult Education, 220 days	221
▪ Adult Education SAI, 185 days*	201
▪ Adult Education SAI, 220 days*	221
▪ Audiologist*	240
▪ Orientation and Mobility Teacher, 185 days*	201
▪ Career Technical Education/(Regional Occupational Program) Instructor, 185 days	201 or 202
▪ Career Technical Education/(Regional Occupational Program) Instructor, 220 days	221 or 222
▪ Deaf and Hard of Hearing/Visually Impaired Teacher*	240
▪ Teacher, DHH/Infant Program, 185 days*	240
▪ Foster Youth Educational Liaison ( <i>effective 7/1/17*</i> ) ( <i>Archived</i> )	201
▪ Permit Teacher, Teen Parent Program, 185 days	542
▪ Resource Specialists, 185 days* ( <i>Archived</i> )	201
▪ Resource Specialists, 220 days* ( <i>Archived</i> )	221
▪ School Nurse, 185 days*	240
▪ Speech/Language Pathologist, 185 days*	231
▪ Teacher, Correctional Education/Alternative Education Programs, 185 days	201
▪ Teacher, Correctional Education/Alternative Education Programs, 220 days	221
▪ Teacher, Special Education Programs, 185 days*	201
▪ Teacher, Special Education/Infant Program, 185 days*	201
▪ Teacher, Special Education Programs, 195 days*	211
▪ Teacher, Special Education Programs, 220 days*	221
▪ Teacher, Specialized Academic Instruction (SAI), 185 days*	201
▪ Teacher, Specialized Academic Instruction (SAI), 220 days*	221
▪ Teacher On Special Assignment (TOSA), 185 days*	201
▪ Teacher On Special Assignment (TOSA), 220 days*	221

\* Plus 4% stipend with Clear Specialist/Services and/or Special Education Credential

**Division of Early Learning Services**

<b>Position</b>	<b>Salary Schedule</b>
▪ Itinerant Permit Teacher, Head Start, 185 days	542
▪ Permit Teacher, Early Childhood Education, 210 days	546
▪ Permit Teacher, Early Head Start, 210 days	546
▪ Permit Teacher, Head Start & Child Development Programs, 180 days ( <i>archived</i> )	580
▪ Permit Teacher, Head Start, 185 days	542
▪ Permit Teacher, State Preschool, 210 days	546
▪ Permit Teacher, Head Start & Child Development Programs, 230 days ( <i>archived</i> )	548

Position	Salary Schedule
▪ Permit Teacher, Migrant Education Program, 123 days ( <i>archived</i> )	550
▪ Permit Teacher, Migrant Head Start Program, 168 days	540
▪ Permit Teacher, Migrant Education Program, 175 days ( <i>archived</i> )	575
▪ Permit Teacher, Migrant Education Program, 180 days ( <i>archived</i> )	580
▪ Permit Teacher, Migrant Head Start Program, 185 days	542
▪ Permit Teacher, Migrant Head Start Program, 191 days	544
▪ Permit Teacher, Migrant Head Start Program, 210 days	546
▪ Permit Teacher, Migrant Education Program, 223 days ( <i>archived</i> )	587
▪ Permit Teacher, Migrant Education Program, 228 days ( <i>archived</i> )	588

Excluding all other certificated positions not designated, including but not limited to:

All temporary, substitute, and part-time certificated positions less than two (2) hours/day, Seasonal Teacher, Migrant Education and the following certificated positions which have been designated as management in the Divisions of Administration and Business Services, Information Technology Services, Early Learning Services, Educational Services, Personnel Services, Student Programs and Services, and the Superintendent’s Office.

- Superintendent
- Deputy Superintendent
- Associate Superintendent
- Assistant Superintendent
- Chief Academic Officer
- Chief Personnel Officer
- Executive Director
- Director
- Administrator
- Manager
- Coordinator
- Coordinator/Principal
- Principal
- Project Director
- Instructional Specialist
- Psychologist
- Officer
- Official
- Consultant
- Program Coordinator
- Project Coordinator
- School Counselor
- School Social Worker, AE
- Mentor Coach
- Program Development Specialist
- Program Specialist
- Site Manager I and II

The Riverside County Office Teachers Association agrees that the unit is appropriate and that it will seek a clarification of the unit, either as to the specific exclusions or the enumerated inclusions.

Originally signed: May 24, 1976

Amended: September 22, 1981  
 September 4, 1980  
 December 8, 1993  
 November 1, 1996  
 March 6, 1998  
 February 11, 1999  
 November 25, 2002  
 April 14, 2003  
 February 3, 2006  
 January 25, 2013



May 15, 2019  
October 8, 2021  
December 1, 2022

## Your Advocate. Your Partner. Your CTA.

Thank you for choosing a career in education. While it's personally rewarding, it's also professionally demanding. That's why NEA, CTA and your local association will provide you the support you need to be great at what you do. Being a member connects you with other educators. Together, we've been the most powerful voice for students and public education in California since 1863. And together, we still are. ***We do this by:***

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> <b>Negotiating fair salaries, health care and other benefits</b><br><input checked="" type="checkbox"/> <b>Leading student-centered educational improvements</b><br><input checked="" type="checkbox"/> <b>Supporting your professional practice with conferences, workshops, grants and scholarships</b> | <input checked="" type="checkbox"/> <b>Improving learning and working conditions</b><br><input checked="" type="checkbox"/> <b>Enhancing and defending your professional rights</b><br><input checked="" type="checkbox"/> <b>Providing cost-saving benefits designed just for educators</b> |
|---|--|

### PERSONAL INFORMATION

CTA Membership ID or Previous Employer/School District \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_\_

Last Name \_\_\_\_\_

Last 4 of SSN \_\_\_\_\_

Home Address \_\_\_\_\_  
 \_\_\_\_\_ Apt \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Land Line \_\_\_\_\_

Cell Phone\* \_\_\_\_\_  
*\* See next page for information*

Home Email \_\_\_\_\_

### MEMBERSHIP INFORMATION

Local Association \_\_\_\_\_

Current Employer/  
School District \_\_\_\_\_

Hire Date \_\_\_\_\_ Primary Employer? **Yes No**

If no, list employer \_\_\_\_\_

Job Title \_\_\_\_\_

Building/Work Site \_\_\_\_\_

#### TEACHING ASSIGNMENT INFORMATION AND DUES CATEGORY

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> <b>Category 1</b><br>61% - 100%     | <input type="checkbox"/> <b>Category 3A</b><br>25% or less    | <input type="checkbox"/> <b>Associate</b> |
| <input type="checkbox"/> <b>Category 2A</b><br>33 1/3% - 50% | <input type="checkbox"/> <b>Category 3B</b><br>26% - 33 1/3%  |   |
| <input type="checkbox"/> <b>Category 2B</b><br>51% - 60%     | <input type="checkbox"/> <b>Category 4</b><br>Adult Ed Hourly |   |

*FOR OFFICE USE ONLY  
ANNUAL DUES AMOUNTS*

NEA: \_\_\_\_\_

CTA: \_\_\_\_\_

LEA: \_\_\_\_\_

NEA FUND: \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

#### NEA FUND DEDUCTION AUTHORIZATION (Optional)

I agree to contribute \$\_\_\_\_\_ annually to the NEA Fund. The NEA Fund for Children and Public Education (NEA Fund) collects voluntary contributions from Association members and uses these contributions for political purposes, including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for federal office. \*\* See reverse for more information.

#### CTA VOLUNTARY CONTRIBUTION

All CTA dues include a \$20 voluntary contribution per year to help fund CTA advocacy efforts and fund the CTA Foundation for Teaching and Learning, which provides scholarships to members and supports teacher-led efforts to improve public schools. To opt out of the voluntary contribution, complete a Voluntary Contribution Change Form. Forms are available at [www.cta.org/contribution](http://www.cta.org/contribution), from your local membership contact or via email at [membership@cta.org](mailto:membership@cta.org).

#### CTA/ABC & INDEPENDENT EXPENDITURES ALLOCATION (Optional)

Designated portions of CTA dues are allocated to the Association for Better Citizenship (CTA/ABC) and to Independent Expenditures (IE) through which CTA provides financial support for education-related issues (CTA/ABC) and CTA-endorsed bipartisan candidates for local and state offices (CTA/ABC and IE).

- Please indicate if you choose not to allocate a portion of your dues to the CTA/ABC and the IE account and want all your dues to remain in the general fund.

### MEMBERSHIP, DUES PAYMENT AND DUES DEDUCTION AUTHORIZATION

YES, I want to join with my fellow employees and be a committed member of the Local Association, the California Teachers Association (CTA), and the National Education Association (NEA). I hereby request and voluntarily accept membership in these associations and agree to abide by the Constitution and Bylaws of all three associations, as they may be amended from time to time. I support the Local Association in its role as my exclusive representative in collective bargaining over wages, hours, and other terms and conditions of employment.

I hereby (1) agree to pay annual dues uniformly required for membership in the Local, CTA, and NEA; and (2) request and authorize my Employer to deduct from my pay in each pay period, and transmit to CTA or its designated agent, a pro rata portion of the annual dues required for membership in the Local, CTA, and NEA, unless I pay dues by check. I fully understand that the dues required for membership in the three associations are subject to periodic change by the associations' governing bodies and authorize dues payment on a continuing basis, and regardless of my membership status, unless my obligation to do so ends under one of the circumstances below. This agreement to pay dues continues from year to year, regardless of my membership status, unless: I revoke it by sending written notice via U.S. mail to CTA Member Services, P.O. Box 4178, Burlingame, CA 94011, not less than thirty (30) days and not more than sixty (60) days before the annual anniversary date of this agreement; my employment with the Employer ends; or as otherwise required by law.

I understand that this agreement is voluntary and is not a condition of employment and that I have the legal right not to sign this agreement.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

## DEMOGRAPHIC INFORMATION *(Optional)*

<b>Ethnicity</b>	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic	<b>Gender</b>	<input type="checkbox"/> Female	<b>Birthdate</b> _____	
	<input type="checkbox"/> American Indian/ Alaska Native	<input type="checkbox"/> Multi-Ethnic		<input type="checkbox"/> Male	(mm/dd/yyyy)	
	<input type="checkbox"/> Asian	<input type="checkbox"/> Native Hawaiian/ Pacific Islander		<input type="checkbox"/> Non-Binary		
	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other			<b>Social Media Used:</b>	
		<input type="checkbox"/> Unknown			<input type="checkbox"/> Instagram	<input type="checkbox"/> Pinterest
					<input type="checkbox"/> Facebook	<input type="checkbox"/> Twitter

## HOW CAN WE BEST SUPPORT YOU? *(Optional)*

1. What year did you enter the profession? \_\_\_\_\_
2. I am:
  - Already a member
  - Transferring from another district
  - Joining the Association today
  - Interested in receiving more information about membership
3. Your association provides supports and tools to ensure your success with students. What tools/trainings would you like to hear more about?
  - Classroom management (e.g. student behavior, relationships with students)
  - Lesson planning
  - Working with mentors and coaches
  - Working with families
  - Collaborating with administrators and colleagues
  - Unpacking professional expectations (e.g. evaluations, observations)
4. Your association works to ensure that schools provide students with opportunities to be successful. Which of the following issues are most important to you?
  - Social and racial justice
  - Meeting the needs of students in poverty
  - Family and community engagement
  - Fully funded schools
  - Education policy - *Contributing to critical decisions affecting my students, school, and district*
  - Political advocacy - *Supporting education policies to ensure all students have opportunities to succeed*
5. Your association advocates for conditions that retain high-quality educators for every student. Which of these are you interested in learning about?
  - Salary
  - Educator Rights & Responsibilities
  - Health Care Benefits
  - Pensions and Retirement Security
  - Student Debt and/or Finances
  - Stretching Your Paycheck
  - Working Conditions

## MORE INFORMATION

\*By providing my phone number, I understand that the NEA and its affiliates including CTA, the Local, NEA Member Benefits, and NEA360 may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. NEA and its affiliates will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP in response to an NEA, CTA or Local text message to stop receiving the association's messages.

\*\*Only U.S. citizens or lawful permanent residents may contribute to the NEA Fund. Contributions to the NEA Fund are voluntary; making a contribution is neither a condition of employment nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. Although the NEA Fund requests an annual contribution of \$50, this is only a suggestion. A member may contribute more or less than the suggested amount, or may contribute nothing at all, without it affecting his or her membership status, rights or benefits in NEA or any of its affiliates. Contributions to the NEA Fund are not deductible as charitable contributions for federal income tax purposes. Federal law requires political committees to report the name, mailing address, occupation, and name of employer for each individual whose contributions aggregate in excess of \$200 in a calendar year.

**TRAVEL REIMBURSEMENT**

1. It is the intent of the policy that only actual and necessary mileage be reimbursed.
2. It shall be the prerogative of the Riverside County Office of Education to assign county vehicles as needed.
3. Mileage cannot be claimed for travel to or from home to the regular work site, except as provided for in Article V, sub-section 5.5. Normally, a unit member will be assigned to a single work site for purpose of Article V for a school year (base site changes are subject to the transfer clause as per Article V).
4. Unit members who are assigned to travel to a site or sites in addition to their regular work site shall be paid for actual and necessary mileage as computed from the regular work site.
5. All actual and necessary mileage for travel that originates and ends at work site is reimbursable.
6. When a county vehicle is assigned to one unit member, personal mileage reimbursement will be allowed only: a) if the county vehicle has been temporarily reassigned for use by another staff member, or; b) if the vehicle is being repaired. Exceptions will be allowed for reasons of business necessity subject to approval by the division head.
7. The mileage reimbursement for bargaining unit members shall be the maximum allowable by the IRS.

(Information Note: In addition to the provisions above, mileage reimbursement may also be requested when the bargaining unit member is assigned to report to a work site that is closer to the unit member's residence than the base site. Actual and necessary mileage from the reporting work site to other work sites, including the base site may be claimed for reimbursement.)

**TEACHERS/INSTRUCTOR SALARY SCHEDULE REGULATIONS**

Special Education/Fully Credentialed  
Special Education/Emergency Credentialed  
Career Technical Education (Regional Occupational Program Instructor)  
Correctional Education Community Schools  
Correctional Education Institution/Residential

**I. General Conditions for Column Placement**

- Column 1: Vocational/Designated Subject(s) credential or B.A. degree plus appropriate credential for the assignment.
- Column 2: Vocational/Designated Subject(s) credential plus 15 approved semester units or B.A. degree plus 15 approved semester units completed subsequent to B.A.; appropriate credential required.
- Column 3: Vocational/Designated Subject(s) credential plus 30 approved semester units or B.A. degree plus 30 approved semester units completed subsequent to B.A.; appropriate credential required.
- Column 4: B.A. plus 45 approved semester units completed subsequent to B.A.; appropriate credential required.
- Column 5: M.A. degree; appropriate credential required.
- Column 6: M.A. degree plus 15 approved semester units completed subsequent to M.A. or B.A. plus 60 approved semester units including M.A.; appropriate credential required.
- Column 7: M.A. degree plus 30 approved semester units completed subsequent to M.A.; a Ph.D., or Ed.D., in a program in which M.A. is bypassed or a B.A. plus 75 approved semester units including M.A.; appropriate credential required.

**II. Initial Placement Procedures**

- A. Unit members shall be placed on the certificated salary schedule as set forth in the appropriate Salary Schedule, based upon the possession of a valid California credential authorizing service in their assigned area.
- B. For initial placement, a unit member must possess adequate official documentation to allow placement on Step 1/Column 1 of the schedule or above.
- C. Complete placement on the salary schedule will be made only when official verification of training and experience has been filed with the Personnel Services Division. (Official verification, when transcripts are not immediately available, shall include a time stamped letter from the registrar or other appropriate official, validated by appropriate school seal or letterhead.) In the absence of such official material, unit members will be placed on the column and step for which adequate official documentation is available. It is the responsibility of the unit member to see that proper verification of experience and education are filed with the Personnel Services Division.
- D. To ensure complete schedule placement, it is incumbent upon the unit member to fully inform the Personnel Services Division of all related employment experience and education upon initial sign-up and placement. A unit member who fails to provide adequate official documentation within 120 calendar days from sign-up, other than that

required for initial placement, shall have waived the right to further placement other than that granted initially.

### **III. Prior Experience for Initial Step Placement**

- A. Special Education and Alternative Education
1. One (1) salary step will be allowed for each year of verified successful full-time teaching. A maximum of eleven (11) years prior experience will be allowed. Thus, the maximum starting step shall be the twelfth step. Part-time teaching, minimum of one (1) semester, or appropriate clinical experience shall be accumulated into full year increments.
    - a. For Special Education only, the appropriate division head shall make final determination regarding appropriateness of clinical experience regarding initial placement on salary schedule for unit members in language, speech and hearing, nursing and orientation/mobility positions. Credit shall only be given for experience rendered after the attainment of a B.A. or B.S. and R.N. designation for nurses, the completion of a college approved program for those employed in positions in orientation/mobility or for experience rendered after the attainment of a certification of clinical competence, state license or a credential in the case of speech and hearing
- B. Career Technical Education (Regional Occupational Program Instructor)
1. One (1) salary step allowed for each one (1) year of verified and approved vocational experience beyond those required to meet credential requirements. Maximum starting step based upon vocational experience shall be Step 5. Effective July 1, 2017, the maximum starting step based on vocational experience shall be Step 7 for Column 1 and Step 8 for Columns 2-6.
    - a. In addition to the allowed vocational experience as described above, one (1) salary step shall be allowed for each year of verified and approved classroom teaching experience to a maximum of Step 12 where allowable.
- C. A full year of credit will be given for a partial year of full-time teaching if it involved at least 75 percent of a school year.
- D. Military Service - No credit is given for military service on the salary schedule except that military service which represents a break in service to the Riverside County Superintendent of Schools as authorized under the Military and Veteran's Code, Section 395. (This subsection may not necessarily operate so as to exclude valid and relevant teaching experience to a unit member who has taught for the U.S. Department of Defense or taught as a Speech, Language and Hearing Specialist for the U.S. Government.)
- E. A maximum of one (1) experience step on the salary schedule may be granted for a term of service in the Peace Corps of the United States of America during the period of its establishment to the present, inclusive.
1. Acceptable Peace Corps teaching experience shall consist of a minimum of eighteen (18) months of foreign service, which includes at least half-time service as a teacher of residents of the foreign country in an organized educational

program. The experience offered must be verified by an official document, which bears the signature of an authorized Peace Corps Official.

2. Eligibility for credit on the salary schedule, based on Peace Corps service, shall be established if the unit member entered or reentered the public school teaching profession within five (5) full calendar years after termination of duty with the Peace Corps.
- F. Private/Parochial Service - As of July 1, 1979, credit for prior paid teaching experience in private and/or parochial schools may be counted on a one (1) step for each year's service with a limit of five (5) steps credit if:
1. The unit member held or was eligible for a valid credential during the time of service for which credit is requested, and
  2. The private and/or parochial school year included a minimum of 175 school days, and
  3. The private and/or parochial school was properly accredited during the time of service.
- G. Prior teaching experience for Peace Corps teaching service and private and/or parochial school teaching service as authorized herein shall only apply to unit members initially employed after June 30, 1974.
- H. The Employer reserves the right to grant full step and column consideration to former employees of the Riverside County Superintendent of Schools who have returned to the service of the Employer and who meet the relevant and necessary qualifications required in the foregoing "A" through "F". Such consideration shall not be applied arbitrarily or capriciously.
- I. With the possible exception of "H" in the foregoing, no unit member shall be initially placed beyond Step 12 of the appropriate column.

#### IV. Advancement on Schedule

- A. All courses which may result in a column advancement must be submitted in writing on Form 2092 to the Division Head of Personnel Services, or designee, for prior approval. Such courses should be upper division or graduate level courses earned at accredited institutions.

Career Technical Education (Regional Occupational Program) – Instructors will be given full credit for all approved undergraduate or graduate college units toward movement on the salary schedule. (i.e., Advancement to Column 2 shall be allowed after completion of fifteen (15) approved undergraduate or graduate semester units.)

Advancement to Columns “4”, “5”, “6”, and “7” requires the designated degree, credential and/or upper division or graduate level units.

- B. Approved growth college credits or units shall be allowed for advancement on the salary schedule. Such growth units shall be effective for pay purposes 30 days after submission and verification of the credits/units and/or degree earned as evidenced by official written documentation. (Official verification, when transcripts are not

immediately available, shall include a time stamped letter from the registrar or other appropriate official, validated by appropriate school seal or letterhead.)

- C. The units shall be pertinent to the unit member's area of professional preparation. Responsibility for determination and approval of "pertinent" coursework shall rest with the appropriate division head or designee.
- D. All coursework will be converted to semester units. One-quarter unit is equivalent to two-thirds of a semester unit.
- E. A unit member shall serve at least 75 percent of the total contract year and receive a level of needs to improve or above for advancement to the next step the following school year. When the unit member who has been denied a step increase, because of an unsatisfactory evaluation rating receives an overall rating of needs to improve or higher on the end-of-year evaluation, the next school year the unit member will be placed on the appropriate salary schedule step where the unit member would have been without the step freeze. Notwithstanding the step freeze because of an unsatisfactory evaluation rating, in the event that a unit member is placed on paid administrative leave pending an investigation the time spent conducting the investigation shall be counted toward time served provided the allegations were unsubstantiated.
- F. Bargaining unit members may earn credit for movement on the salary schedule for approved units from university extension courses taken during the workday when the bargaining unit member pays the fee.
- G. Unit members may request travel time to attend classes that would qualify for movement on the salary schedule. Release time cannot include time that would otherwise be student contact time. Requests and approval shall be made by the appropriate division head at least 30 days in advance, and when no other options are available.

## V. Stipends

### A. Coaching Assignments:

A stipend of \$1,050 per season will be allowed the coach and \$800 the assistant coach for each CIF\*, e-Sports, and Intramural sport supervised that is in addition to their regular teaching load. The assignment may be after academic hours. CIF and Intramural coaches and assistant coaches shall meet the training and certification requirements of CIF.

*\*California Interscholastic Federation (CIF) Sports: football, basketball, baseball, track, cross-country, wrestling, flag football, volleyball, and soccer*

### B. Lead Teacher

1. The term of service as a Lead Teacher will be for a period of one (1) year, from July through June. The designee may apply to serve as a Lead Teacher in subsequent years, but will have to do so through the selection process.



2. Removal from the Lead Teacher assignment during the school year may be determined by the program’s Division Head, in consultation with the Division Head of Personnel Services and RCOTA.

Lead Teacher – Positions designated as Lead Teacher shall receive:

<u>Number of Teachers Leading</u>	<u>185 days</u>	<u>220 days</u>
• three or less	\$990	\$1,178
• four or more	\$1,210	\$1,439

C. Career Technical Education (Regional Occupational Program Instructor):

1. Unit members required to travel to two or more different sites for instruction shall be compensated for travel starting at the base site.
2. Unit members shall receive a \$600 annual stipend for selection as Employer approved student organization advisors. The currently approved and as identified by the executive director, organizations are: FBLA, FFA, HERO, Skills USA, DECA, and HOSA.
3. Unit members shall be paid at their hourly rate for annual County-wide Advisory Committee meetings, which shall include travel time.

D. IEP Designee

1. The designee will serve as chair in annual review IEP meetings for up to twenty (20) IEP meetings per semester.
2. No more than five (5) IEP’s shall be conducted on any one day.
3. Designee’s shall be compensated at a rate of \$75 per IEP chaired.
4. The term of service as IEP Designee will be for a period of one (1) year, from July through June. The designee may apply to serve as IEP Designee in subsequent years, but will have to do so through the selection process.
5. No hourly reimbursement will be paid for IEP meetings conducted within the eight (8) hour work day.
6. Stipend will end at the end of the term of this agreement.

E. School of Education (Reflective Coaches)

1. The term of service as a Reflective Coach will be for a period of one (1) year, from July through June. The designee may apply to serve as a Reflective Coach in subsequent years, but will have to do so through the selection process.
2. No work as a reflective coach may be done concurrently with the teacher’s regular eight (8) hour work day.
3. Teachers coaching/mentoring through the School of Education (SOE) will receive a stipend of \$1,650 for each candidate per year. Beginning the fourth consecutive year of coaching/mentoring, subsequent consecutive years thereafter, the teacher will receive a stipend of \$2,000 for each candidate per year.

**VI. Work Year**

- A. The basic teaching year shall be 185 days of which five (5) shall be non-instructional. The placement of the non-instructional days shall be as follows:
  1. Three (3) days prior to the commencement of the school year, one (1) of which shall be required at a site. The remaining two (2) may be required at a site.
  2. Not more than one-half of a day may be used for site staff meetings.

3. One (1) day at the end of the school year and one (1) day to be determined by the division head.
- B. Bargaining unit members shall be provided with a *tentative* start date no later than their last workday of each year. Bargaining unit members with a traditional work year shall receive their *actual* start date and site assignment, when feasible by June 30 in written form. Bargaining unit members with a year round work year shall receive their *actual* start date and site assignment, when feasible by May 1 in written form. Bargaining unit members with a 220-day work year shall receive an *actual* day calendar prior to June 15, when feasible. Bargaining unit members on 220-day work year, may be scheduled on a track system. Tracks are subject to change on an annual basis or as program needs may require. Such bargaining unit members will be notified of their track assignment (e.g. First or Second Track) by March 31, for the following school year. The CTE (ROP) bargaining unit members will be notified of a start date 30 days prior to the end of the semester and the offer of employment shall be provided no later than fifteen (15) working days prior to their last workday of each year.
- C. The basic workday is eight (8) hours including an instructional preparation period with seven (7) hours required attendance at assigned work station. It is also agreed that professional duties\*\* require off-site hours and that those off-site hours will be included in the basic work week of forty (40) hours. Included in the seven (7) hours required attendance is thirty (30) minute “duty free” lunch period. Taking into consideration health and safety conditions, availability at the base site during the lunch period will be the discretion of the Principal or Coordinator/Principal with director level approval. If the lunch period is longer than thirty (30) minutes, the additional time shall not count toward the seven (7) hours required on site.
- D. For Career Technical Education (Regional Occupational Program), the basic workday is eight (8) hours. Included in this eight (8) hours shall be an instructional preparation period and seven (7) hours required attendance at the assigned work station, of which six (6) hours shall be instructional class time. It is also agreed that the professional duties\*\* require off-site hours of work and that those off-site hours will be included in the basic work week of forty (40) hours. Included in the seven (7) hours required attendance is a thirty (30) minute “duty free” lunch period. Taking into consideration health and safety conditions, availability at the base site during the lunch period will be at the discretion of the Coordinator/Principal with Director level approval. If the lunch period is longer than thirty (30) minutes, the additional time shall not count toward the seven (7) hours required on site. Unit members with less than six (6) hours of student contact time do not qualify for the instructional preparation period.
- E. For Special Education, on Fridays and the day before the last work day prior to Thanksgiving break, winter recess and spring recess, the bargaining unit members’ day ends after six (6) hours or when the students have departed, whichever is greater.
- F. Unit members assigned beyond the basic work year/day will be reimbursed on the basis of the appropriate daily/hourly rate.

1. Bargaining Unit Members assigned as classroom teachers may be asked to be the case carrier for a student not assigned to their caseload. In this instance, the bargaining unit member will receive a one-time stipend of \$150 per student not assigned to their regular caseload, in order to complete assessments related to IEPs, writing IEPs, (including, but not limited to: amendments, progress reports, interims, etc.) and attending IEP meetings for the student.

G. Itinerant Staff - The Itinerant bargaining unit member follow all the provisions of this article plus the following:

1. In meeting the instructional needs of students, the work year of itinerant positions may have additional hours/days beyond the base year of 185 days. This extension of the work year shall be assigned on a year-to-year basis. If there are such extensions the positions affected shall be at the discretion of the Employer.
  - a. Incumbents in the position with additional days shall be given first priority to remain in the assignment.
  - b. Positions with additional days shall be filled on a voluntary basis, whenever possible.
  - c. The Employer may employ itinerant bargaining unit members to perform functions outside the normal workday/work year, extended workday/work year at the bargaining unit member's hourly rate. The hours of compensation shall be based upon the requirements of the student caseload.
2. Other than travel time required for initial reporting to assigned site, travel time for itinerant unit members shall be included in calculating the instructional day.

The basic work day is eight (8) hours including an instructional preparation period with seven (7) hours minimum service in assigned duties, including a "duty free" lunch period of thirty (30) minutes, with availability at base sites, as needed.

H. Extended School Year (ESY)

The Employer shall determine the hours of operation, calendar, and offer of employment for bargaining unit members employed for extended school year and shall notify bargaining unit members no later than May 15 with regard to the number of days and calendar for extended school year.

1. Itinerants with standard caseloads will be compensated at the same rate as SDC's. Itinerants with less than standard ESY caseloads shall have their hours set by the Employer.

*\*\* In addition to the above time, unit members are responsible for other instructional duties which include but are not limited to, program development, professional growth activities, parent conferences, committee assignments, faculty and district meetings, special help to student(s), back-to-school nights, student supervision, and other assignments which are determined by management to be necessary for the efficient operation of the Employer's programs. The assignment of duties beyond the basic workday shall not be for arbitrary reasons.*

**PERMIT TEACHERS  
SALARY SCHEDULE REGULATIONS**

Head Start/Early Head Start /Migrant Head Start  
Head Start/State Preschool and Child Development  
Cal-SAFE (Permit Teachers)/Migrant Education (Seasonal Permit Teachers)  
Permit Teachers Child Care  
School Age Parenting

**I. General Conditions for Column Placement**

- Column 1: A.A. degree, appropriate permit required.  
Column 2: A.A. degree plus 30 semester units; appropriate permit required.  
Column 3: B.A. degree; appropriate permit required  
Column 4: B.A. degree plus 15 approved semester units completed subsequent to B.A.; appropriate permit required.  
Column 5: B.A. degree plus 45 approved semester units; appropriate permit required.  
Column 6: M.A. degree; appropriate permit required.

**II. Initial Placement Procedures**

- A. Permit teachers shall be placed on the appropriate salary schedule based upon the position's annual day count and the possession of a valid California permit authorizing service in the appropriate program.
- B. For initial placement, a unit member must possess adequate official documentation to allow placement on Step 1/Column 1 of the schedule or higher. One (1) salary step will be allowed for each year of verified and approved successful full-time classroom permit teaching experience if the unit member held, or was eligible for, a valid teaching permit during the time of service for which credit is requested and the school year included a minimum of 175 school days. A maximum of four (4) years prior experience will be allowed. Thus, the maximum starting step shall be the fifth step.
- C. Complete placement on the salary schedule will be made only when official verification of training and experience has been filed with the Personnel Services Division. (Official verification, when transcripts are not immediately available, shall include a time stamped letter from the registrar or other appropriate official, validated by appropriate school seal or letterhead.) In the absence of such official material, unit members will be placed on the column and step for which adequate official documentation is available. It is the responsibility of the unit member to see that proper verification of experience and education are filed with the Personnel Services Division.
- D. To ensure complete schedule placement, it is incumbent upon the unit member to fully inform the Personnel Services Division of all related employment experience and education upon initial sign-up and placement. A unit member, who fails to provide adequate official documentation within 120 calendar days from sign-up,

other than that required for initial placement, shall have waived his/her right to further placement other than that granted initially.

**III. Advancement on Schedule**

- A. All courses which may result in a column advancement must be submitted in writing on Form 2092 to the Division Head of Personnel Services, or designee, for prior approval. Such coursework shall be earned at an accredited institution. All coursework for movement to Column 5 should be upper division or graduate level.
- B. Approved growth college credits or units shall be allowed for advancement on the salary schedule. Such growth units shall be effective for pay purposes 30 days after submission and verification of the credits/units and/or degree earned, as evidenced by official written documentation. (Official verification, when transcripts are not immediately available, shall include a time stamped letter from the registrar or other appropriate official, validated by appropriate school seal or letterhead.)
- C. The units shall be pertinent to the unit member's area of professional preparation. Responsibility for determination and approval of "pertinent" coursework shall rest with the appropriate division head.
- D. All coursework will be converted to semester units. One-quarter unit is equivalent to two-thirds of a semester unit.
- E. A unit member shall serve at least 75 percent of the total contract year and receive a level of needs to improve or above for advancement to the next step the following school year. When the unit member who has been denied a step increase, because of an unsatisfactory evaluation rating receives an overall rating of needs to improve or higher on the end-of-year evaluation, the next school year the unit member will be placed on the appropriate salary schedule step where the unit member would have been without the step freeze. Notwithstanding the step freeze because of an unsatisfactory evaluation rating, in the event that a unit member is placed on paid administrative leave pending an investigation the time spent conducting the investigation shall be counted toward time served provided the allegations were unsubstantiated.

**IV. Special Assignments/Stipends**

- A. Removal from the Contact Teacher assignment may be determined by the program's Division Head, in consultation with the Division Head of Personnel Services and RCOTA.

Contact Teacher - Positions designated as Contact Teacher shall receive:

<b>Contacting</b>	<b>185 days</b>	<b>210 days</b>
• four or less	\$995	\$1,130
• five or more	\$1,209	\$1,372

- B. Contact Teacher assignments for work years less than 185 days and more than 210 days shall have their stipend pro-rated.
- C. Permit teachers with a minimum of 3 years experience will be given preference to contact teacher positions.

**V. Work Year**

- A. The basic teaching year shall be determined by the specific program (see Appendix A).
- B. Unit members shall be provided with a tentative start date no later than their last workday of each year. No later than July 31 of every year, unit members shall receive their actual start date in written form.
- C. The workday shall be eight (8) hours, including a “duty free” lunch period of thirty (30) minutes. Taking into consideration health and safety conditions, availability at the base site during the lunch period will be at the discretion of the site manager with director level approval. It is also agreed that professional duties\*\* require off-site hours of work and that those off-site hours will be included in the basic work week of forty (40) hours.
  - 1. For Permit Teachers, their work days shall be eight (8) hours including an instructional preparation period with eight (8) hours required attendance at assigned work station including a “duty free” lunch period of thirty (30) minutes. If there are no students on site, teachers may leave the site for their thirty (30) minute duty free lunch.

If the lunch period is longer than thirty (30) minutes, the additional time shall not count toward the hours required on site. Taking into consideration health and safety conditions, availability at the base site during the lunch period will be at the discretion of the site manager with director level approval. It is also agreed that professional duties\*\* require off-site hours of work and that those off-site hours will be included in the basic work week of forty (40) hours.
- D. The Employer shall determine the kind and type extended school year and the hours of operation and provide prior notice of changes when feasible.

*\*\* In addition to the above time, unit members are responsible for other instructional duties which include but are not limited to program development, professional growth activities, parent conferences, committee assignments, faculty and district meetings, special help to student(s), back-to-school nights, student supervision, student counseling and other assignments which are determined by the assistant superintendent or division directors to be necessary for the efficient operations of the Employer's programs. The assignment of duties beyond the basic workday shall not be for arbitrary reasons.*

***Note: Appendix E will not be operational in accordance with Memorandum of Understanding (MOU) #29***

**PEER ASSISTANCE AND REVIEW LANGUAGE**

**Section I - Joint Committee**

The Joint Committee shall consist of seven members, four bargaining unit members appointed by the Association, and three administrators appointed by the Superintendent.

The term of appointment for Association-appointed members shall be three years, except that for the 2000-2001 school year only, the Association will appoint two members to serve two-year terms and two members to serve three-year terms. Association-appointed members may be appointed for a maximum of two consecutive terms. The Association shall have the exclusive right to remove an Association-appointed member at any time during his or her term. No Joint Committee appointee shall have a designee serve or attend Joint Committee meetings in his or her place.

The Joint Committee shall establish its own meeting schedule. Five members shall constitute a quorum; actions of the joint committee shall require an affirmative vote of at least five (5) members. Meetings shall take place during the regular teacher workday, and substitutes shall be provided to release Association members from their other duties.

Mileage and travel expenses shall be reimbursed to joint committee members in accordance with Administrative Regulation 3541.45.

Teacher members of the Joint Committee will receive \$2,000 extended pay annually for service on the committee.

**The Joint Committee shall be responsible for the following:**

1. Provide annual training for Joint Committee members.
2. Establish its own rules of procedure, including the method for selection of the chairperson.
3. Select the panel of consulting teachers.
4. Select the trainers and/or training providers for consulting teachers and Joint Committee members.
5. Participate in selecting trainer and or training providers used in staff development, which is in whole/or part utilizing PAR funds.
6. Provide training for consulting teachers prior to participation in the program.
7. Panel shall determine eligibility of mandatory participating teachers in accordance with eligibility language.
8. Send written notification of participation in the Peer Assistance and Review (PAR) program to the participating teacher, the consulting teacher, and the site coordinator/principal.
9. Accepting or rejecting referrals for intervention from coordinator/principals (refer to section on referred teacher).
10. Accepting or rejecting voluntary requests for assistance from individual teachers (refer to section on voluntary teacher).
11. Make available a panel of consulting teachers for selection by the participating teacher.
12. Adopt Rules and Procedures to effect the provisions of this article. Develop forms necessary for Rules and Procedures. Adopted Rules and Procedures shall be consistent with the terms of this Agreement. To the extent that there is an inconsistency, the terms of the Agreement shall prevail.
13. Distribute, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members.
14. Establish and implement a procedure for application and selection as a consulting teacher.

15. Determine the number of consulting teachers in any school year, and the amount of release time provided to consulting teachers, based on participation in the PAR program, the budget, and other relevant considerations.
16. Review the final report prepared by the consulting teacher and make recommendations to the Superintendent regarding the mandatory participating teacher's progress in the PAR program.
17. Evaluate the consulting teachers and their documentation.
18. Approve inservice and training opportunities developed by consulting teachers before implementation.
19. Appoint up to two (2) full-time release teachers and as many part-time release teachers as necessary and feasible.
20. Evaluate the impact of the PAR program in order to make changes to improve the program.
21. Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, Joint Committee members and consulting teachers may disclose such information only as necessary to administer this article, except as precluded by civil or criminal law.

## **Section II – Teacher Intervention Program**

A participating teacher is a teacher who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance.

This program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession.

The participating teacher may be required to work beyond the regular workday; such time will not be compensated.

The participating teacher may choose to attend any meeting held between the consulting teacher and coordinator/principal regarding participation in the PAR program. The participating teacher shall be informed of all such meetings within a reasonable time.

At the written request of the participating teacher, the Joint Committee may assign a different consulting teacher to work with the participating teacher at any time during the year.

The following positions may be excluded from mandatory participation in the PAR program, as determined by the Joint Committee (this list may not be a complete list of positions affected by this exclusion):

- Nurses
- Speech/Language Pathologists
- Deaf and Hard of Hearing Itinerants (DHH)
- Visually Handicapped Itinerants (VH)
- Adaptive Physical Education (APR)
- Head Start/State Preschool Child Care
- Regional Occupational Program (ROP)
- Transition Partnership Program (TPP)
- Workability Program
- Resource Specialists
- Infant CIRCLE (Concerns for Infants in Riverside County for Learning Enrichment)/Preschool GRASP (Giving Real Advantages to Special Preschoolers)
- Audiologist
- Adult Correctional Education



**There are three categories of participating teachers:****Category I – Mandatory Participation****A. Mandatory Referred Teacher**

Referred participating teacher is a teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or other relevant aspects of his/her teaching performance, as a result of an unsatisfactory evaluation in any standard of the California Standards for the Teaching Profession.

The referred teacher has the right to be represented by the Association representative of their choice at any Joint Committee meeting at which the bargaining unit member appears, or any associated meeting with administrators throughout these procedures.

**B. Mandatory Needs to Improve Teacher**

Teachers receiving two or more “Needs to Improve” in any standards of the California Standards for the teaching profession in two consecutive years may be referred to the Joint Committee by the coordinator/principal for intervention under this program. The Joint Committee shall have the authority to accept or reject such referrals.

Teachers so referred shall have an opportunity to appear before the Joint Committee prior to its determination to speak in opposition to such a referral. If the Joint Committee accepts the recommendation, participation in this program may include time beyond the workday and such time will not be compensated.

The needs to improve teacher has the right to be represented by the Association representative of their choice at any Joint Committee meeting at which the bargaining unit member appears, or any associated meeting with administrators throughout these procedures.

All communication between the consulting teacher and mandatory participating teacher shall be confidential, and without written consent of the mandatory participating teacher, shall not be shared with any others, except the Joint Committee, except as precluded by civil/criminal law.

**Category II – Volunteer Teacher Participant**

A volunteer participating teacher is a teacher with permanent status that volunteers to participate in the PAR program. Volunteer participating teachers are for peer assistance only, and the consulting teacher shall not document any performance review for a volunteer participant teacher. A volunteer participating teacher may terminate their participation in the program at any time.

The Joint Committee shall have the authority to accept or reject such requests.

If a teacher is accepted into the PAR program as a volunteer, PAR documentation will not be placed in the personnel file.

A volunteer participating teacher shall select their consulting teacher from a panel of consulting teachers provided by the Joint Committee.

All communication between the consulting teacher and the volunteer participating teacher shall be confidential, and without written consent of the volunteer, shall not be shared with any others except as precluded by civil/criminal law, including the site administrator and the Joint Committee.

The volunteer participating teacher has the right to be represented by the Association representative of their choice at any Joint Committee meeting at which the bargaining unit member appears, or any associated meeting with administrators throughout these procedures.

### Category III – Beginning Teacher (BT) Participants

The purpose of participating in the assistance component of the PAR program is to support beginning teachers in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for Teacher Profession (CSTP). For beginning teachers this may be the Beginning Teacher Support and Assessment Program (BTSA).

To provide support and enhance retention, eligible bargaining unit members shall participate in the BTSA/RCOE Teacher Induction Program, subject to available state and federal funds provided for this purpose.

It is understood that the purpose of such participation is to provide peer assistance, and that the consulting teacher/support provider shall play no part in the evaluation of the teaching performance of a beginning teacher participant. The evaluation of the beginning teacher is the sole responsibility of the site administrator.

The beginning teachers component may include:

- Fully credentialed 1<sup>st</sup> and 2<sup>nd</sup> year teachers
- Intern teachers
- Pre-Intern Teachers
- Teachers on Emergency Permits
- Experienced teachers who are new to RCOE

Beginning teachers may be served as determined by the Joint Committee. Funds received through the BTSA Program must be used in accordance with BTSA requirements, however, funds received through the PAR Program may be used to support all beginning teachers as listed above.

### Consulting Teacher

A consulting teacher is a classroom teacher who provides assistance to a participating teacher pursuant to the PAR Program. The qualifications for the consulting teacher shall be set forth in the Rules and Procedures, with the following minimum qualifications:

1. Credentialed classroom teacher with permanent status.
2. Five years recent experience in instruction (have successfully taught for three of the five years with RCOE). An approved leave of absence shall not constitute a break in service for the purpose of determining experience.
3. Demonstration of exemplary teaching abilities, as indicated by effective communication skills and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

A notice of vacancy/application will be mailed to all eligible classroom teachers via US Postal Service.

In filling a position of consulting teacher, each applicant is required to submit the application with three references from individuals with specific knowledge of his/her expertise, as follows:

1. A reference from a coordinator/principal or other RCOE administrator.
2. A reference from an elected or appointed Association representative.
3. A reference from another classroom teacher.

Personnel will forward to the Joint Committee those applicants meeting the qualifications in #1 and #2 above.

Those applicants meeting minimum qualifications stated above will be scheduled by the Joint Committee for classroom observations and an interview.

Consulting teachers shall be selected by a five vote majority of the Joint Committee following classroom observations, interview, and review of the application materials by the Committee members.

The consulting teacher term shall routinely be for up to three years, depending on program needs as determined by the Joint Committee.

A part-time consulting teacher shall be provided release time as needed.

Mileage and travel expenses shall be reimbursed to consulting teachers in accordance with Administrative Regulation 3541.45.

A consulting teacher shall not be appointed to an administrative position with RCOE and continue serving as a consultant teacher.

Consulting teachers shall assist participating teachers by demonstrating, observing, coaching, conferencing, inservicing, referring, or by any other activities which, in their professional judgment, will assist the participating teacher.

The consulting teacher shall meet with the participating teacher to discuss the PAR program, establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the program. The consulting teacher shall conduct multiple observations of the participating teacher's performance with students, and shall meet with the participating teacher to review and discuss observations.

The volunteer participating teacher and consulting teacher shall develop a mutually agreed upon plan for assistance in the requested standard(s) of the California Standards for the Teaching Profession (CSTP). The plan will be shared orally with the Joint Committee.

The consulting teacher shall monitor the progress of the mandatory participating teacher and provide periodic written reports to the teacher for discussion and review, prior to sending periodic written reports to the Committee.

The consulting teacher may request, in writing to the Joint Committee, a change in an assigned participating teacher.

The consulting teacher shall continue to provide assistance to the participating teacher until the Joint Committee concludes that the teaching performance of the mandatory participating teacher is satisfactory, or that further assistance will not be productive. This assistance plan shall not exceed one year. The Joint Committee may authorize additional assistance beyond the one-year period. In the event that the Joint Committee authorizes additional assistance, the participating teacher may petition the Joint Committee to provide a different consulting teacher.

A copy of the consulting teacher's final report shall be submitted to and discussed with the mandatory participating teacher to receive their input before it is submitted to the Joint Committee. The mandatory participating teacher shall sign the report to indicate that he/she received a copy. The mandatory participating teacher shall have the right to submit a written response that shall be attached to the consulting teacher's report, within ten working days.

The results of the mandatory participating teacher's enrollment in the PAR program shall be made available for placement in the bargaining unit member's personnel file, and may be used in the evaluation of the mandatory participating teacher.

The consulting teacher may develop and implement inservice and training opportunities for their assigned participating teachers subject to approval by the Joint Committee.

The consulting teacher shall maintain the assignment to which he/she is assigned when selected and shall be returned to such assignment after fulfilling their term as a consulting teacher, unless the consulting teacher agrees to a voluntary reassignment.

In the 2000-2001 fiscal year, part-time release consulting teachers will receive \$1,500 per participating teacher, up to two (2) participating teachers. In subsequent years, the Joint Committee shall recommend to the negotiating teams the amount of compensation.

### **Budget Priorities and Considerations**

Expenditures for the program shall not exceed revenues received through passage of AB1x (1999, Villaraigosa or successor legislation) excluding the allowable administrative cost (5%).

The Joint Committee shall annually recommend to the Board of Education, a budget to fund the direct program and administrative expenses of Peer Review, Peer Assistance, Beginning Teacher Training, and other staff development programs using funds made available by the State Legislature pursuant to AB1x (Villaraigosa) or legislation that allocates funds to the programs identified in this Agreement.

Funds may also be budgeted by the Joint Committee to provide training for teachers who do not otherwise qualify for PAR.

### **Program Amendments**

This Agreement may be revised at any time by mutual consent of the parties as needed.

The Riverside County Office of Education agrees to indemnify and hold harmless and provide a defense to members of the Joint Committee and consulting teachers against any claims, causes of action, damages, administrative proceedings or any other litigation arising from participation in Peer Assistance and Peer Review pursuant to this Agreement.

**INTRODUCTION TO STUDENT SPECIALIZED  
PHYSICAL HEALTH CARE SERVICES  
PROCEDURAL REGULATIONS**

In an attempt to meet the request of Riverside County Office of Education and teaching staff in general, the following document has been written to provide direction, authority, and assurance to staff in matters related to the administration of Student Specialized Physical Health Care Services (SPHCS).

**Review of General SPHCS Regulations**

The goal of this office is to provide education for all pupils in the least restrictive environment. Any pupil who requires life-sustaining special health treatment or service during school hours shall receive the treatment or service from appropriate school personnel when such treatment or service is authorized by the responsible school administrator. A pupil may receive a Student Specialized Physical Health Care Service (SPHCS) when: (1) requested by the parent(s) and (2) prescribed by the pupil's attending physician and authorized by the school administrator. This is in accordance with the Individualized Education Program (IEP) Team, including a credentialed school nurse.

The implementation of the regulations often necessitates the training of staff service provider in the event staff backup may be needed. In locations where staff members have been directed to learn and perform SPHCS, the Risk Management Office has provided the following liability coverage information.

**Statement of Liability Coverage**

“Employees of the Riverside County Office of Education (RCOE) are covered for their performance within the course and scope of their employment by the RCOE liabilities program.”

**LETTER OF AGREEMENT (LOA) AND  
MEMORANDUM OF UNDERSTANDING (MOU)  
LISTING**

LOA #1	10/14/02	New classification for permit teacher, Migrant Head Start – Seasonal
LOA #3	05/16/02	Contract for 220 workdays
LOA #2	03/12/02	Establishment of a contact teacher position and stipend
LOA #1	01/08/02	Stipend for peer coaches and contact teachers
LOA #2	05/05/00	PAR Plan
MOU #1	03/08/00	Program costs for SB 1193, Chapter 313, Statutes of 1998