



Division of Personnel Services

Confidential Personnel Practices Handbook



(Revised September 2020)

Table of Contents

At the Riverside County Office of Education.....	3
Purpose	4
RCOE Services.....	4
Definition of Confidential Employee	5
Employment Status	5
Probationary Period	6
Part-Time Personnel	6
Salary Schedule Placement and Advancement	6-7
Longevity Stipends	7
Salary Adjustment for Status Changes	8
Voluntary Reassignments/Transfers	9
Involuntary Reassignments/Transfers	9
Performance Review Procedures	10
Suspension/Dismissal.....	11-15
Reassignment From a Confidential Designation.....	16
Complaint Procedure for Confidential Employees	16-18
Layoffs	18
Voluntary Demotion or Transfer (In Lieu of Layoff)	19
Reduction in Hours (In Lieu of Layoff)	19
Reemployment Rights (After Layoff)	19
Position Reclassification	19
Resignation.....	19-20
Reemployment After Resignation	20
Retirement Age	21
Retirement Contribution	21-22
Work Year	23
Overtime	23
Night Shift Compensation Differential.....	24

Table of Contents

Holidays	24
Annual Vacation.....	25
Leaves	26-31
Sick Leave	26
Extended Sick Leave	26
Industrial Accident and Illness.....	26-28
Personal Leaves of Absence.....	28
Personal Necessity Leave.....	28
Bereavement/Funeral Leave	28
Jury Duty.....	29
Pregnancy Disability	29
Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA).....	29
Catastrophic Leave Program.....	30-31
Inservice and Organizational Leave for Confidential Employees	31
Professional Growth Program	32
Insurance.....	33-35
Health Insurance – Medical.....	33
Life Insurance	34
Dental Insurance.....	34
Vision Insurance	35
Group Disability Insurance Plan.....	35
Payroll Deductions.....	35
Personnel Records.....	35
Employee Assistance Program.....	36
Tuberculosis Examination.....	36
Child Abuse Prevention and Reporting.....	37-38
Security Responsibilities.....	39
Health and Safety	39
Nondiscrimination in Employment.....	40-41
Board Policies and Regulations.....	42

At the Riverside County Office of Education . . .

Mission

The mission of RCOE is to ensure the success of all students through extraordinary service, support, and partnerships.

Vision

RCOE will be a collaborative organization characterized by the highest quality employees providing leadership, programs, and services to school districts, schools, and students countywide.

Core Values

- Engage in Open and Honest Communication
- Build Relationships and Promote Trust
- Focus on Students/Children

Commitments to *Extraordinary Service*

1. I am prompt, courteous, honest, and accurate in anticipating and responding to the needs of those we serve.
2. I create an environment of teamwork and collaboration.
3. I model professional appearance, language, and behavior.
4. I build strong and lasting relationships at all levels.
5. I continuously seek opportunities to innovate, improve, and expand support services.
6. I am trustworthy and respectful in my daily interactions.
7. I recognize and praise the efforts and successes of my colleagues.
8. I understand my role in actively contributing to student success.
9. I celebrate the success of all students.
10. I commit to the Mission, Vision, and Core Values of the Riverside County Office of Education.

Pledge

Every student in Riverside County will graduate from high school academically and socially prepared for college, the workforce, and civic responsibility.

Purpose

This handbook has been designed to familiarize confidential employees with the confidential personnel practices of the Riverside County Office of Education (RCOE) and also to consolidate the rules and regulations regarding the employee/employer relationship for confidential personnel of the Riverside County Superintendent of Schools (RCSS).

RCOE policies and procedures can change at anytime and these changes shall supersede any handbook provisions that are not compatible with the changes.

RCOE Services

County Superintendents of Schools serve as intermediaries between the California Department of Education and local school districts. They also work with the U.S. Department of Education to provide services and resources to school districts, students and families. In collaboration with the County Board of Education, some of the ways the Riverside County Office of Education assists districts in ensuring the success of all students is through the implementation of high quality educational programs; providing mandated oversight and training for school districts in the areas of finances, teacher credentialing, and various aspects of curriculum and instruction; and providing extensive training and support to new teachers.

Led by the Riverside County Superintendent of Schools, the Riverside County Office of Education strives to meet the specialized needs of over 35,000 students through the unique programs we operate directly, including Special Education for students with disabilities, Head Start, Migrant Education, Alternative Education through independent study, Community Schools and Juvenile Court Schools, and through the latest Career Technical Education (CTE) programs. In addition, the Riverside County Office of Education administers a broad range of state and federally funded grant programs and services designed to ensure student success throughout the county.



Definition of Confidential Employee

“Confidential employee” means any employee who is required to develop or present management positions with respect to employer/employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

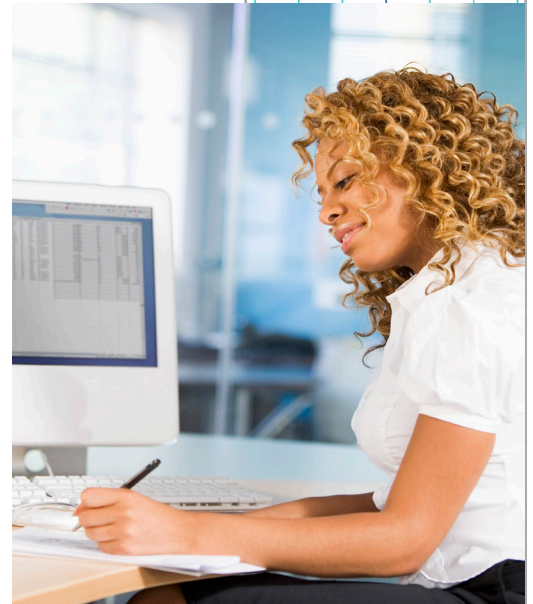
The following classifications and employees are designated by the Riverside County superintendent of schools (RCSS) as confidential:

- Administrative Assistant to the Riverside County Superintendent of Schools (Confidential)
- Administrative Assistant (Confidential)
- Personnel Analyst (Confidential)
- Personnel Assistant (Confidential)
- Executive Director’s Secretary (Confidential)
- Director’s Secretary (Confidential)

No person serving in a confidential position shall be represented by an exclusive representative. Any person serving in such a position shall have the right to represent him/herself in his/her employment relations with the employer, individually or by an employee organization whose membership is composed entirely of employees designated as holding such positions. In no case shall such an organization meet and negotiate with the employer. No representative shall be permitted by an employer to meet and negotiate on any benefit or compensation paid to persons serving in a confidential position. (Government Code 3543.4)

In the absence of express policies pertaining thereto, confidential employees are entitled to parallel benefits as provided by the classified agreement.

Confidential employees will attend Management Leadership Team meetings.



Employment Status

All RCOE employees are employees of the RCSS.

Classified personnel who hold positions determined to be confidential positions retain all the rights that are given to them by the Education Code.

Probationary Period

All confidential employees shall serve a probationary period of six (6) months or 130 days of paid service, whichever is longer, dated from their placement in a particular class. Paid service is defined as days worked plus holidays. In keeping with the provisions of the California Education Code, any classified probationary employee serves at the discretion of the RCSS; therefore, a probationary employee may be released without a showing of cause by the RCSS or designee.

Part-Time Personnel

Part-time employees are persons in positions who are hired on a regular basis, but for less than a normal eight-hour day or 40-hour week. Part-time employees accrue vacation and absence due to illness benefits, as do full-time employees, except that their eligibility is proportional.

Salary Schedule Placement and Advancement



Confidential employees will be paid in accordance with the applicable Salary Schedule currently in effect. Salary schedules may be obtained from the RCOE Website.

Regular probationary employees will be eligible for step advancement recommendation when they have completed satisfactory service of six (6) months or 130 days of paid service, whichever is longer. Paid service is defined as days worked plus holidays. "Satisfactory service" means that the overall evaluation as indicated on the performance appraisal form is rated "Meets Standards." An employee who has been approved for step advancement will be placed on the next step within the salary range effective the date on which the employee became eligible.

Salary Adjustment for Status Changes

An employee who receives a promotion or an upward reclassification will be placed on the appropriate step of the range to which the new classification is assigned, ensuring that an increase in salary reflecting a minimum of one full step on the schedule is provided. The effective date of the salary adjustment, which is also the new anniversary date, will be effective on the date the promotion or reclassification is implemented. *(NOTE: Reclassification studies will be conducted pursuant to Board Policy 4213.31 and Administrative Regulation 4213.31.)*

Whenever an existing position is reclassified and assigned to a lower salary range, incumbents of the position will be continued at their former rate of pay in a “Y-rated” status for 90 calendar days.

When an employee is demoted, either voluntarily or involuntarily, placement within the range of the newly assigned class becomes effective on the date in which the directed placement in the lower classification was made. The employer may assign a new anniversary date. The newly assigned step in the range of the lower classification will not exceed the rate paid the employee in the higher classification.

Employees demoted during their initial probationary period will be placed on the same step within the range assigned to the class that they held prior to the promotion.

An employee may be required by the Employer to temporarily perform duties inconsistent with those assigned to the employee’s position provided that the employee’s salary is adjusted upward when the employee is required to work out of the classification more than five (5) working days within a 15 calendar day period. When an employee is performing all or substantially all of the duties of the higher position, because the incumbent employee is absent on a leave, the employee shall be placed no lower than Step 1 of the Range for the higher position. When an employee is assigned on a temporary basis some, but not substantially all, of the duties of a higher classification, the employee shall receive additional compensation but will not be placed temporarily in the higher classification. Such additional compensation shall not be less than five percent (5%) and will reasonably reflect the inconsistent duties required and will be paid for the entire period in which the employee is required to work out of classification.



The Employer can work employees temporarily outside their normal duties, but in so doing is required to provide reasonable additional compensation to the employee during the temporary assignment when that assignment is of significant duration.

Voluntary Reassignment/Transfers

The term “reassignment” means a lateral change of positions to the same position classification within a division. It may or may not include a change of site. A request for reassignment shall be sent to the employee’s division head.



The term “transfer” as used in this handbook shall mean the assignment of an employee to the same position classification in a different division, which may or may not include a change of site.

A request for transfer shall be sent to both the employee’s division head and division head of Personnel Services. Such request shall remain active until June 30 of each year, renewed upon written request of the employee served in the same manner.

When five or more employees have filed requests, the division must hold an individual conference with transfer applicants prior to opening a recruitment. If the number of transfer applicants is less than five, the above conference becomes optional.

If not filled by reassignment/transfer, a vacant position will be posted on the employer’s electronic posting system, ED-JOIN, for recruitment.

Involuntary Reassignments/Transfers

An involuntary reassignment or transfer is any reassignment or transfer not sought or requested by the employee.

The employee may request that the employing division state the specific reasons for the reassignment/transfer in writing, and the employee shall have the right to attach a written statement to the division response.

The employer shall give ten calendar days notice to the affected employee, should the reassignment/transfer result in an increase of 45 minutes over the employee’s normal travel time or should the reassignment/transfer reasonably result in the relocation of the employee’s residence.

Involuntary reassignment/transfer shall not be for arbitrary, capricious, or discriminatory reasons.

Performance Review Procedures

The employer will determine the job content and qualification requirements of each position.

Depending on the duties and responsibilities of the particular confidential employee, either the Classified Employee Performance Review or the Leadership Team Employee Performance Review document will be used.

All probationary employees should be reviewed at least two times during the probationary period.

Each non-probationary employee should be reviewed in writing at least once during the work year following the date on which permanency was granted, and thereafter, employees should be reviewed at least once annually.

Neither the judgment of the reviewer nor the content of the review shall be subject to the complaint procedure; however, disputes concerning the procedural elements of Performance Review may be appealed to the division head.

A permanent employee alleging that the evaluation contains misstatements of fact may appeal the evaluation by filing a written request to meet for a review with the head of the division in which the employee is employed within ten working days following receipt of the evaluation from the evaluator. The division head/designee (other than the reviewer) shall review the allegations concerning factual misstatement and determine whether the subject Performance Review will be reconsidered. The division head's decision shall be final. The employee will sign the Performance Review, indicating acknowledgment of its receipt, and will be given a copy. The employee, after discussing the evaluation with the first level Leadership Team person as designated on the evaluation form, has the right to respond in writing within ten working days from receipt of the evaluation and, upon request, have the response attached to the evaluation as part of the permanent file.



Suspension/Dismissal

I. Disciplinary Action (Permanent Classified Employees)

The following, nonexclusive, disciplinary actions may be taken by RCOE against a permanent employee for any of the causes listed below.

- a. **Dismissal** — Dismissal is removal from the employment of the RCSS.
- b. **Suspension** —
 - 1. Suspension is temporary removal from employment for a specified period of time. Normally, suspension of an employee shall not be for more than 22 working days.
 - 2. An employee may be suspended pending investigation of alleged misconduct without receiving a predetermination notice, when circumstances indicate that the employee’s continued presence at the work site could have detrimental consequences on the health or welfare of other employees. In such a situation, the employee may be suspended until a decision is reached regarding the potential disciplinary action. Should the suspension subsequently be found to be unwarranted or no longer necessary, restitution might be made, contingent upon the approval of the RCSS.
- c. **Involuntary Demotion** — Involuntary demotion is the directed placement in a lower classification.
- d. **Reduction in Compensation** — Reductions in compensation when independent of other forms of disciplinary action shall consist only of a change within the salary range from the existing step to a lower step for a specific duration. The duration will not exceed 1,040 working hours in paid status.

II. Reasons for Actions

- a. Any of the following acts or omissions of an employee who has permanent status will be good cause for having disciplinary action taken against an employee:
 - 1. Neglect of duty;
 - 2. Inefficiency or negligence in performance of duties;
 - 3. Incompetency;
 - 4. Insubordination or willful violation of an employee rule or regulation prescribed by the Riverside County Board of Education, RCSS, or the head of the division/department in which the employee is employed;

Suspension/Dismissal (continued)

5. Dishonesty;
6. Conviction of a felony, misdemeanor, or any offense, other than minor traffic violations, in connection with or affecting the employee's duties. Conviction means plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
7. Discourteous treatment of the public or other employees, which has an adverse impact upon the employee's job performance or the ability of the employer to maintain harmonious relationships;
8. Absence without proper leave, including the exhaustion of leave;
9. Physical or mental unfitness to perform assigned duties;
10. Making a willful, material misrepresentation in connection with obtaining or maintaining employment or position;
11. Political activity in violation of federal or state law;
12. Conduct, either during or outside of duty hours, which adversely affects the employee's performance or operation of the department in which the employee is employed;
13. Repeated tardiness or absenteeism;
14. Failure to report to work as assigned;
15. Failure to respect the confidentiality of all matters relating to employer/employee relations and the Board's or RCSS's position on matters within the scope of representation discussed in closed or executive sessions of the Board shall be considered gross insubordination and shall constitute grounds for the initiation of dismissal proceedings;
16. Sexual harassment;
17. Violence, threats of violence, or menacing toward other employees or the public;
18. Abandonment of position (absence for three (3) or more consecutive workdays without contacting the immediate supervisor or the Employer shall be deemed abandonment of position);
19. Drinking or possession of alcoholic beverages on the job or reporting for work while under the influence;
20. Unlawful possession of drugs or controlled substances, unlawful use of drugs or controlled substances while on the job, or reporting to work while under the influence of an illegal drug or controlled substance;
21. Possession of firearm or other deadly weapons;
22. Misuse of confidential information;
23. Theft;
24. Abusive conduct.

Suspension/Dismissal (continued)

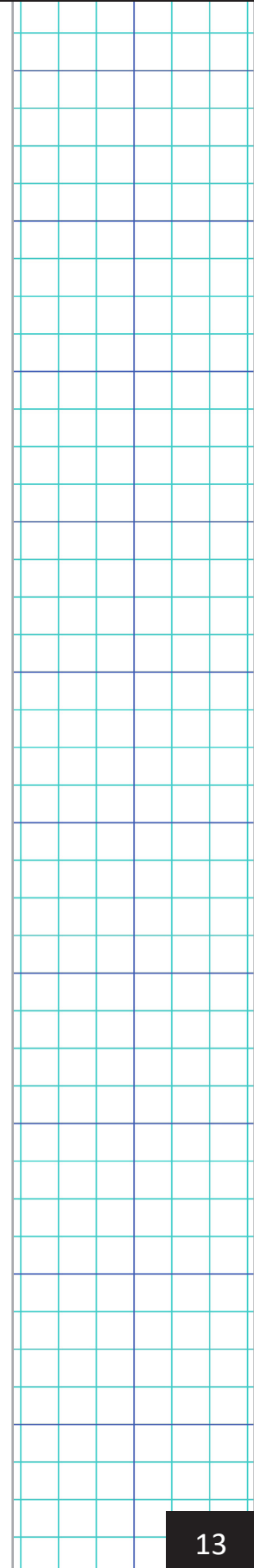
- b.
 - 1. Termination under Item II.a.8 will not be subject to review procedure, except where there exists a material dispute over matters of fact.
 - 2. Termination under Item II.a.14 and 18 may be deemed as automatic resignation and will not be subject to full review; should a hearing be granted on the basis of unusual circumstances or a dispute over matters of fact, the hearing shall be limited to the issue surrounding automatic resignation, and the burden will rest entirely with the employee.

III. Predetermination Procedures

When the RCSS or designee determines that a permanent classified employee is to be dismissed, suspended, or reduced in compensation so as to materially affect the employee's salary, the employee shall be given prior written notice by the RCSS or designee. This notice will inform the employee of the intended discipline, the effective date, and a specific statement of the charges. Whenever feasible, the employee will be provided with copies of the material upon which the proposed action is based. (Should the subject material not be attached or not complete, a statement will be included in the notice informing the employee of the access to all materials supporting the proposed action and that copies will be provided upon request.) Notice will be given of the opportunity to respond either orally or in writing to the RCSS or designee within a period of time of five working days, as designated by the predetermination notice, and will state that should the employee fail to do so, the employee will have waived the rights to a predetermination review.

IV. Disciplinary Action Procedure

- a. **Written Notice** — A permanent employee who is facing disciplinary action will be given written notice, and the employee will be informed in writing of the following:
 - 1. **Statement of Charges** — A statement of the specific charges against the employee will be written in ordinary and concise language. It will include the specific acts and omissions on which the disciplinary action is based, as well as the cause and any rules and regulations which have been violated. With the exception of an alleged violation of Item III.a.11, no charge shall be made in which the facts giving rise to the allegation occurred prior to the employee becoming permanent.



Suspension/Dismissal (continued)

2. **Right to a Hearing** — The employee may request a hearing in writing within five working days after the statement of charges is served. Failure to request a hearing in writing within the five working days will waive the right to a hearing.
3. **Access to Material** — The employee may, upon request, have copies of the material upon which the charges are based.

b. **Hearing** —

1. The hearing shall be held within a reasonable period of time and normally not less than five working days after the filing of a request for a hearing.
2. If the employee does not request a hearing by the set date, disciplinary action may become final without a hearing.
 - a) The employee may be represented at the hearing by a designated individual representative of the employee's choice.
 - b) The employee may be represented by an attorney at law.
3. The hearing shall be conducted before the RCSS or designee.
 - a) Hearing before the RCSS:
 - 1) The employee shall have the right to personally appear and testify and to call and cross-examine witnesses.
 - 2) Documentary and oral evidence will be accepted so long as the evidence conforms with that normally acceptable by reasonable and ordinary persons as being relevant, material, and operational.
 - 3) Hearsay evidence is admissible but will be given diminished weight unless it supports direct evidence.
 - 4) Irrelevant or unduly repetitious evidence will be excluded.
 - 5) The employee will have the burden of going forward with mitigating evidence.
 - 6) The RCSS will make a decision based solely on the facts and arguments presented.

Suspension/Dismissal (continued)

b) Hearing before designee:

- 1) At the discretion of the RCSS, a disciplinary hearing may be delegated to a third party to act as a finder-of-fact in the matter.
- 2) The finder-of-fact shall conduct the hearing in conformance with Item V.b.3. and shall be responsible for keeping a record of the hearing.
- 3) The finder-of-fact shall submit a written recommended decision to the RCSS that shall include proposed findings of fact and determination of issues.
- 4) The RCSS may accept, reject, or modify the recommended decision. Should the decision be modified, pursuant to a review of the record, the RCSS will draft a final decision to include any findings of fact and determinations of issues giving weight to the modifications.

c. **Results of Hearing, Process —**

The RCSS shall send to the employee by first-class mail a final and binding decision which shall include findings of fact and determination of issues.



Reassignment from a Confidential Designation

- When a position is no longer designated as confidential, it will be assigned to the bargaining unit.
- Except for disciplinary action, the incumbent will retain the confidential fringe benefit package for 90 calendar days after a former confidential position is assigned to the bargaining unit.

Complaint Procedure for Confidential Employees (B.P. 4244)

The complaint procedure is the channel through which employees seek adjustment of complaints arising out of alleged violations of established RCOE rules, administrative regulations, policies or procedures, working conditions, or job relations.

A “complaint” does not include a dispute over the interpretation or application of the Confidential Personnel Practices Handbook, disciplinary action, an appeal of disciplinary action, or the subject matter of RCOE regulations.

Complaints concerning equal employment opportunities or sexual harassment compliance should be directed to the Executive Director of Personnel Services.

Because complaints should be adjusted as promptly as possible, time limits have been established to minimize delays in the levels that have been provided. The complainant must make known the existence of the complaint and the facts pertaining to the complaint within thirty (30) working days of any specific or documented incident so that efforts can be made through the complaint procedure to resolve differences and to promote harmonious relationships.

Complaints alleging a violation of federal or state law or regulation, including unlawful discrimination, may be filed in accordance with the Uniform Complaint Procedures as provided in Administrative Regulation 1312.3.

Level I – Informal Discussion

Informal discussion between an employee (or group of employees) and the immediate supervisor should take place to attempt to resolve the problem.

Complaint Procedure for Confidential Employees (continued)

Level II – Informal Review

- A. If the problem has not been resolved by the immediate supervisor, the employee may request, either orally or in writing, that an informal review be made by the next higher-level supervisor in whom authority exists to take corrective action.
- B. The supervisor should attempt to hold a conference with the employee within one working day after the supervisor had received the employee’s request for an informal review.

Level III – Formal Administrative Review

- A. If the employee remains dissatisfied following the informal review, the employee may submit a written complaint within five working days after receipt of the decision, requesting a formal administrative review.
- B. The written request shall include: a clear, concise statement of the complaint; the act or condition on which it is based; the remedy desired; the persons involved; and the course of action that has been followed, including the decision rendered in the informal review and the reasons why the decision is being appealed.
- C. The employee shall submit the complaint directly to the employee’s division head and route a copy of the complaint through the employee’s administrative chain of command.
- D. The division head should hold a conference with all interested parties on the complaint within five (5) working days of receipt of the complaint.
- E. The division head should submit written notice to the employee and the employee’s supervisors of the decision in the matter within five (5) working days after the conclusion of the conference.

Level IV – Superintendent Hearing

- A. If the employee is dissatisfied with the decision of the formal administrative review, the employee may send to the RCSS within five (5) working days after the receipt of the decision, a written request for a Superintendent Hearing.
- B. The RCSS or designated representative shall make arrangements for a hearing within five (5) working days of receipt of the request.
- C. The decision of the RCSS shall be final and binding.

Complaint Procedure for Confidential Employees (continued)

NOTES:

1. The complaint would be considered settled if not presented to the next higher step within established time limits.
2. Those time limits may be waived by the mutual agreement of the complainant and the employer.

Layoffs

The employer may layoff employees at any time, with the exception for layoffs pursuant to Education Code Section 45117(c), when it has been determined by the employer that a reduction in a particular kind or level of service is required.

- The employer will notify the affected employees in writing a minimum of 60 calendar days prior to the date of any layoffs. The notice shall specify the reason for the layoff and identify by name and classification the employee designated for layoff.
- Any layoff shall be affected within a class. The order of layoff shall be based on date of hire within the class, plus higher classes. The employee who has been employed the shortest time in the class, plus higher classes shall be laid off first. Reemployment shall be in order of seniority.

An employee who is laid off from a class and who has previous service in an equal or lower class will have the right to displace an employee with less seniority in that class. Seniority includes the total of the previous service in the equal or lower class and in higher classes.

In the event that two or more affected employees have the same seniority, a lottery shall be cast by the employer to determine the relative placing of the subject employees upon a seniority list.

Employees who have a dispute concerning the interpretation or application of this procedure with respect to determination of seniority, timeliness of notice, exercise of displacement rights, etc., shall contact the Executive Director of Personnel Services in writing no later than ten calendar days prior to effective date of layoff, as designated in the Notice of Layoff.

A meeting will be scheduled between the parties within ten calendar days after the Executive Director of Personnel Services receives the written notification of dispute.

Voluntary Demotion or Transfer (In Lieu of Layoff)

A permanent employee who suffers a layoff for lack of work or funds, despite displacement rights, may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the employee is qualified to perform the duties, and the employer approves the voluntary demotion.

Reduction in Hours (In Lieu of Layoff)

An employee may elect to accept a reduction in hours per day, days per year, or both in lieu of layoff, and subject to approval of the employer.

Reemployment Rights (After Layoff)

Laid-off employees are eligible for reemployment in the class from which they are laid off for a 39-month period and shall be employed in the order of seniority.

Regular employees who take voluntary demotions or voluntary reductions in hours in lieu of layoff will be at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available within a 63-month period; they shall be ranked in accordance with their proper seniority on any valid reemployment list.

Position Reclassification

Request for position reclassification may be made pursuant to BP 4213.31.

Resignation

Resignations should be submitted on the Notice of Employment Separation form to the division head. The form can be obtained under RCOE templates in Word or the Intranet. The form should include the reason for the resignation and should normally give no less than two weeks notice. In consultation with the appropriate division head, the Personnel Services division head may then accept the resignation and fix its effective date.

Personnel Services or the division head, may conduct a voluntary separation interview upon the request of the separating employee.

Resignation (continued)

During the last week of employment, the employee should meet with the supervisor to complete the Employee Separation Checklist and Questionnaire forms. The forms can be obtained from the Intranet under Board Policies and Administrative Regulations, AR 4217.8, Attachments A & B.

Reemployment After Resignation

When an employee voluntarily resigns and is subsequently rehired into a regular position within one year from the date of the resignation, for the purpose of this section, the resignation will not be considered a break in service, and the following specific benefits are restored:

1. Accumulated unused sick leave on record.
2. Accumulated service hours on record for vacation accrual rate only.
3. Placement on same salary schedule step and range as the employee received in the same classification at the time of resignation. If employed in a different classification, initial salary schedule placement procedures apply.
4. The initial date of hire is used to determine eligibility for RCOE health benefit contributions pursuant to Public Employees' Medical and Hospital Care Act (PEMHCA).
5. The initial date of hire is used to determine eligibility for longevity stipends and years-of-service recognition.

When an employee voluntarily resigns and is reemployed after an absence of one year or more, the following applies:

1. The employee is not entitled to accumulated sick leave unless employed by another county office or school district in the intervening period.
2. Vacation accrual is the same as for a new employee.
3. Salary schedule placement is according to initial employment procedures.
4. The original date of hire will be used to determine eligibility and vesting requirements for retiree health benefit contributions under PEMHCA, if the employee met the vesting requirements in effect at the time of initial resignation.
5. The new date of hire will be used to determine eligibility for longevity stipends and years-of-service recognition.

In neither case do employees retain previous seniority status after reemployment.

Employees reemployed in accordance with this section, shall serve a (6) month or up to 130 days of paid service, whichever is longer, probationary period.

Retirement Age

There is no maximum age limit established for the employment of persons in the regular classified service.

Retirement Contribution

The employer contributes that percentage of retirement costs commonly known as “employer contribution” for all management personnel. In addition, the employer and management employees participate in a program commonly called employer “pick-up” whereby the Internal Revenue Service allows public employers to designate required employee contributions as employer contributions for federal and state tax purposes only. Actually, the employees continue to contribute their portion of retirement costs. The “pick-up” provision allows the annual gross salary reported to IRS and the state to be reduced by the amount of the employee’s contribution.

In accordance with PEMHCA, full-time Management Leadership Team (MLT) employees employed after September 15, 1993, and before July 1, 2006, who have been employed for 15 years or more with the RCSS, shall be entitled upon retirement to the same employer contribution amount toward CalPERS health coverage as is provided for active MLT employees.

Part-time MLT employees hired after September 15, 1993 and before July 1, 2006, who are eligible for benefits and have been employed 20 years or more with RCSS shall be entitled upon retirement to the same employer contribution amount toward CalPERS health coverage as is provided for active MLT employees.

In accordance with PEMHCA, any full-time MLT employee hired on or after July 1, 2006, who has been employed by the RCSS for 35 or more years, shall be entitled upon retirement from the employer to the minimum retirement contribution set by Public Employees’ Medical and Hospital Care Act (PEMCHA). Any part-time MLT employee hired on or after July 1, 2006, who has been employed by the RCSS for 40 or more years, shall be entitled upon retirement from the employer, to the minimum retirement contribution set by PEMCHA.

Part-time for this purpose is defined as having a work year or work day that is less than the regular work year or work day for other employees in the same job class.

In accordance with the regulations of the Public Employees’ Medical and Hospital Act (PEMCHA), upon reaching the age for Medicare eligibility, Medicare-eligible retirees must enroll in Medicare and a CalPERS Medicare-related plan. RCOE will contribute up to the cap amount towards the Medicare-related plan premium, but not the Medicare plan(s).

Retirement Contribution (continued)

Eligibility requirements include, but are not limited to the following:

- Meet the pension vesting requirement of the pension system.
- Meet the years of service vesting requirement based on date of hire.
- Retire directly from RCOE; the benefit is not portable.
- Retire on STRS or PERS within 120 days of separation from employment from RCOE.
- Enroll in an approved health benefits plan.
- Remain an annuitant.
- Contact Risk Management regarding circumstances allowing reinstatement.

RCOE Retiree Bridge Program

As an alternative to the PEMHCA benefit, Management Leadership Team employees hired on or after July 1, 2006, may be eligible for the RCOE Retiree Bridge Program (RBP). Eligibility for the “Basic Plan” requires reaching at least age 55 and at least five (5) years of consecutive service immediately prior to retirement and retirement from RCOE on a CalSTRS or CalPERS service pension. Vesting will occur in five-year increments, starting with 25% at five years of RCOE service and up to 100% vesting at 20 years and after. Accordingly, an employee who retires from RCOE with five years of service will receive 25% of the accumulated contributions made by RCOE for the employee. At 20 years or more of service, a retiree will receive 100% of the accumulated contributions made by RCOE for the employee.

The “Bridge Protection Plan” is available to employees who are at least 55 years old and whose age plus consecutive years of service with RCOE are equal to or greater than 60. Consecutive years of service with RCOE must be at least five years. The Bridge Protection Plan provides a benefit contribution determined by the following formula: $\$10,000 \times (\text{Age } 65 \text{ minus Retirement age in years})$.

The RCOE Retiree Bridge Program benefits are administered through Health Reimbursement Arrangement (HRA) accounts established for the eligible retirees.

The RCOE Bridge Retiree Program is effective for qualified retirements occurring on or after June 1, 2020.

Work Year

The normal work year consists of a full 12-month period. The normal work year consists of a full 12-month period. The normal workweek shall consist of not more than five consecutive working days for any employee having an average workday of four hours or more during the workweek. The normal work shift is comprised of eight consecutive hours, excluding lunch periods, in a pre-established work schedule.

No guarantee is made of a certain number of workdays, a certain workshift, or a certain number of workhours per shift.

The RCSS will determine on an annual basis the number of workdays.

Overtime

Employees who work in excess of their normal eight-hour workday or in excess of the normal 40-hour workweek will be compensated at the rate of one and one-half times their regular rate of pay for the time worked in excess of the normal eight-hour workday or normal 40-hour workweek, computed to the nearest quarter-hour.

Employees may be assigned to work overtime in functions not expressly covered in their job descriptions or included in their normal duties, provided that the work assigned is within their province of abilities to perform.

When an employee is required to work on any of the holidays listed in this handbook, the employee will be paid compensation for such work in addition to the regular pay received for the holiday at the rate of one and one-half times the regular rate of pay, computed to the nearest quarter-hour.

By mutual agreement between the employer and the employee, compensatory time at the rate designated above may be assigned in lieu of payment. In absence of mutual consent, the employee shall be paid for such work. An employee shall use compensatory time within one calendar year. Exception: Compensatory time shall not be carried over between fiscal years. Any unused compensatory time as of the end of the 1A payroll cycle will be paid to the employee on the 1B payroll.

Employees who are notified less than 24 hours in advance of a requirement to work in excess of their normal workday by two or more hours shall be entitled to a meal allowance at the Employer's established meal reimbursement approved rate for overtime hours worked between breakfast (2-11 a.m.), lunch (11:01 a.m. – 4 p.m.), and dinner (4:01 p.m. – 1:59 a.m.).

An additional meal allowance may be allowed for each additional six hours worked. A total of up to three overtime meal allowances in any 24-hour period may be allowed. Meal periods under this section shall not be considered as time worked.

Any employee who has gone home after completing his/her regular assignment and was not previously scheduled to work additional hours that day and is called back to work shall be compensated for a minimum of two hours at an overtime rate of pay.

Night Shift Compensation Differential

A full-time employee who works a regularly scheduled shift of four or more hours between 5 p.m. and 8 a.m. for five consecutive working days or more will be paid a 5.5 percent night shift differential, retroactive to the first day upon completion of the fifth day.

The night shift differential will be reported for vacation, sick leave, and jury duty only when an employee is regularly scheduled for the night shift. Night shift differential shall not apply to employees on military leave.

Holidays

The employer grants employees with the following paid holidays:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day following Thanksgiving
- Admission Day
- Day before Christmas Day
- Christmas Day
- Day before New Year's Day
- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Memorial Day

Additionally, any day declared by the President or Governor of this state as a holiday, or any day legally adopted as a holiday by the employer will be a paid holiday for employees.

Employees are entitled to payment for authorized holidays, as long as they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday or break/recess.

When a holiday falls on a Saturday, the preceding workday that is not a holiday will be deemed to be that holiday. When a holiday falls on Sunday, the following workday that is not a holiday will be deemed to be that holiday.

Annual Vacation

Employees working 12 months and 40 hours per week are entitled to annual vacation in keeping with the following schedule, which reflects the two days advanced yearly on July 1 to confidential employees:

- Completion of 1 year — 96 hours (12 days)
- Commencing with 2-3 years — 112 hours (14 days)
- Commencing with 4-9 years — 136 hours (17 days)
- Commencing with 10 years — 176 hours (22 days)

Vacation leave is subject to prior approval. Except as approved by the RCSS, vacation leave may not exceed two consecutive weeks. Vacation leave shall be taken for no less than two hours, except as approved by the division head.

New employees are entitled to use accrued vacation only after successful completion of six months.

As of June 30 of any year, the vacation leave balance of each employee will be reconciled, and any employee having a balance of more than 160 hours will be paid for the hours in excess of 160 and have their vacation leave balance reduced to 160 hours. The employer may place confidential unit members on vacation during the months of April, May, and June up to the amount that would be in excess of 160 hours.

If the RCSS declares the offices closed during the winter holiday period, permanent employees may use accrued vacation on the non-holiday closed weekdays. Probationary employees may request such vacation retroactively upon reaching permanent status.



Leaves

Employees shall notify the Employer's absence management system when utilizing leave benefits. At this time, our attendance accounting procedures also require submitting the Verification of Absence form to request or verify use of leave benefits.

For complete information regarding Leaves, please refer to Board Policies and Administrative Regulations 4261.1 et. seq.

A. Sick Leave

Sick leave for permanent full-time employees shall be advanced at the rate of 8.6667 hours per month for each pay period of service in a paid status to a maximum of 104 hours in a workyear. Employees other than full-time employees shall have their benefits prorated.

B. Extended Sick Leave

After all earned leave as explained above is exhausted, each employee shall be entitled to an extended sick leave provision and shall receive 50% pay for a period not to exceed 100 working days. In order to qualify for 50% pay, the employee shall first utilize all accumulated vacation, compensatory time off, and all sick leave entitlements.

An employee who fails to accept an appropriate assignment after being medically approved shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in the employee's former status and time basis.

An employee returning from a leave of absence shall not have any loss or gain in seniority of employer benefits status.

Appropriate warrants shall be issued for payment of wages, loss of benefits, salary, and/or leave benefits and will be deducted from normal retirement and other authorized contributions.

C. Industrial Accident and Illness

An employee who is absent from duty because of an illness or injury defined as an industrial illness or accident under the provisions of the Workers' Compensation Insurance law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation.

Paid industrial accident leave shall be for not more than 60 working days in any fiscal year for the same injury/illness.

Leaves (continued)

Paid industrial accident leave shall be reduced by one day for each day of authorized absence, regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid sick leave to which the employee may be entitled.

While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's paid salary will not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance laws, exceed the employee's regular salary.

During all paid leaves resulting from an industrial accident or industrial illness, the employee will endorse to the employer all wage-loss benefit checks received under State Workers' Compensation Insurance laws. Appropriate warrants shall be issued for payment of wages, loss of benefits, salary, and/or leave benefits and will be deducted from normal retirement and other authorized contributions.

If the employee is unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid sick leave, if eligible. Accumulated sick leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from Workers' Compensation Fund.

When all paid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which the employee was on leave for a period not to exceed 39 months.



Leaves (continued)

Employees who have been approved by Personnel Services to return to their position on a restricted basis for rehabilitative reasons and are unable to continue in their position for at least 60 calendar days thereafter shall have their leave status assessed from the date of the original illness or injury, less those days worked on a restricted basis.

D. Personal Leaves of Absence

The RCSS may grant a leave of absence for personal reasons with or without pay for a period not to exceed one year to employees on permanent status. While on a personal leave without pay, employees will neither advance nor lose steps on the salary schedule. Accumulated sick leave and vacation time will not be accrued during the period of the unpaid leave.

E. Personal Necessity Leave

An employee may elect to use, not exceeding eight (8) days in any one fiscal year, earned sick leave for personal necessities. Such leave shall not be taken for less than one hour.

Personal Necessity is defined as personal business as determined by the employee. The employee will provide advance notice, if possible, or immediately upon return.

F. Bereavement/Funeral Leave

Employees will be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence, if travel in excess of 300 miles, one way, is required to attend the funeral/memorial service without loss of salary on account of the death of any member of their immediate family. Employees shall be entitled to an additional two (2) days leave of absence on account of the death of their spouse, registered domestic partner, or child. Such leave shall not be deducted from leave granted by other sections of this handbook.

The employee shall identify the name, relationship of family member, city and state of death upon request for bereavement leave. If the employee is traveling in excess of 300 miles one way, the employee shall also identify the location of the funeral/memorial service.

For purposes of this subsection, members of the immediate family shall include: mother, father, legal guardian, a step-mother, a step-father, grandmother, grandfather, grandchildren, brother, sister, uncle, aunt, niece, nephew of the employee or of the spouse/registered domestic partner of the employee; and the spouse, son, son-in-law, daughter, step-child, daughter-in-law of the employee, or a person identified as a significant other of the employee who resides in the employee's household.

Leaves (continued)

G. Jury Duty

Employees will be provided leave for regularly called jury duty. The employee will submit a written request for an approved absence no less than ten days prior to the beginning date of the leave. The employee shall provide verification of attendance upon completion of jury duty service.

The employee, while serving jury duty, will receive full pay, provided that any pay for jury duty (excluding mileage) is turned over to the RCSS.

Whenever practicable and subject to rules that may be developed by the employer, the employee is to report to the employee's work location during normal work hours when not occupied as a juror.

H. Pregnancy Disability Leave

An employee shall have the right to utilize either sick leave or vacation or Personal Leave of Absence without pay for up to four (4) months (or the working days an employee would normally work in one-third of a year or 17 1/3 weeks) as necessitated by adoption, pregnancy, miscarriage, childbirth, or recovery therefrom. Any Pregnancy Disability Leave (PDL) requests will be processed in accordance with the applicable provisions of state and federal law.



I. Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA)

It is the intent of the Employer to follow the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA). An employee is eligible for this leave if the employee has worked for the Employer for a total of at least twelve (12) months and has worked at least one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months. Employees are required to provide at least thirty (30) days advance written notice to the Executive Director of Personnel Services if the need for FMLA is foreseeable. If the thirty (30) days advance written notice is not possible, then notice shall be given as soon as practicable to the Executive Director of Personnel Services. Any FMLA requests will be processed in accordance with the applicable provisions of state and federal law. Please reference AR 4261.8 (AR 4161.8).

Leaves (continued)

J. **Catastrophic Sick Leave (CSL) Bank**

Management Leadership Team (MLT) employees who suffer a catastrophic injury/illness or need to provide care for an immediate family member who suffers a catastrophic injury/illness, which results in the employee using all available sick leave or other paid time off, shall become eligible to use this catastrophic sick leave plan, subject to the restrictions and conditions outlined in this section. The use of Catastrophic Sick Leave Bank shall be used concurrently with extended sick leave and does not extend paid sick leave beyond that would otherwise be available to the employee. That is, catastrophic sick leave provides for fully paid sick leave during extended sick leave, but it does not increase the length of time the employee is eligible for paid leave.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

MLT employees may donate a minimum of eight hours of accumulated sick leave or vacation (not Non-duty) to the Sick Leave Bank. The donation will be irrevocable. The employee shall file a MLT Sick Leave Deposit form with the Personnel Services office. A donation to the Sick Leave Bank shall be a general donation, and shall not be donated to a specific MLT employee for his/her exclusive use. (Unused sick leave donations made prior to the creation of this Catastrophic Sick Leave Bank will be deposited in the Bank, and the specific donors will be credited with a donation for the 2013-14 fiscal year.)

Requests to withdraw hours from the Bank shall be submitted to Personnel Services on a MLT Catastrophic Sick Leave Withdrawal form, including a physician's verification of the need for the leave and its anticipated duration. The request shall state the number of days being requested by the employee. The maximum number of days allowed to be withdrawn by an employee is 30 days.

Any days approved that are unused by the employee in accordance with the withdrawal request shall be returned to the CSL Bank.

Pay to the employee who uses CSL shall be at the same rate as the employees' regular rate of pay for a day worked.

Leaves (continued)

The use of Catastrophic Sick Leave Bank will only be available to MLT employees who have donated at least one day of sick leave or vacation (minimum of eight hours) to the bank during the current year, no less than 90 days prior to a request to withdraw from the bank by that employee.

Withdrawal requests will be considered by a CSL Committee comprised of not less than three or more than five MLT employees appointed by the RCSS. Decisions will be determined by majority vote of the Committee members. Decisions of the Committee are final. Personnel Services will facilitate the activities of the Committee.

K. Inservice and Organizational Leave for Confidential Employees

Inservice

Employees are encouraged to attend workshops pertaining to work-related or professional growth.

Organizational Leave

Employees elected to local or state office as president, president elect, vice-president, secretary, treasurer, or district director in the Riverside County Association of Educational Office Professionals (RCAEOP), the California Association of Educational Office Professionals (CAEOP), California Association of School Business Officials (CASBO), or the Association for California School Administrators (ACSA) may be granted excused time off annually to attend meetings or other functions related to the office held, subject to supervisor approval.

Any employee who is a member of the organizations named above and wishes to attend regularly scheduled meetings may be reimbursed for actual expenses and mileage, subject to supervisor approval.

Professional Growth Program

The Professional Growth Program is defined as an organized program to improve the skills and performance of employees in their job assignments and/or the attainment of a degree through the taking of approved courses from accredited colleges/universities.

Eligibility

All permanent employees employed more than 20 hours per week for at least one consecutive year shall be eligible to participate in the program.

Procedure

Employees shall submit the request form for program course approval prior to the last class meeting of each course. All course approvals shall be acted upon by the appropriate division head, and his/her decision shall be final.

Professional Growth Credits

Employees who have accrued 12 approved credits during non-working hours will be eligible for a program incentive.

Credits will be granted for successful completion of course work in the following manner:

- One credit per semester unit.
- 0.667 credit per quarter unit.

Professional Growth Incentives

Employees having met all criteria for a Professional Growth Incentive shall receive a \$325 per year stipend. The stipend is paid in a one-time separate check or in the employee's payroll warrant. Employees employed less than eight hours per day shall have their Professional Growth Incentive prorated. Part-time employees shall have their payments prorated according to working status (an equivalency factor expressed as a percentage of full-time work).

Criteria for Granting Professional Growth Incentives

- Employees may earn a maximum of four (4) Professional Growth Incentives.
- Successful completion is coursework completed with a grade of "C" or better. Credit/noncredit, pass/fail must have a written document signed by the instructor providing a grade equivalency.
- Only one Professional Growth Incentive will be awarded to any employee within any two-year period. The two-year period shall commence with the date of any Professional Growth Incentive. (Additional qualifying approved credits accrued in excess of the twelve (12) semester units required to qualify for an incentive increment, may be banked and counted toward qualifying for a subsequent incentive, subject to the criteria provided in this section.)

No credits will be awarded for courses taken during the employee's regular workday.

Insurance

A. Health Insurance – Medical

Health care plans are available for eligible employees and dependents.

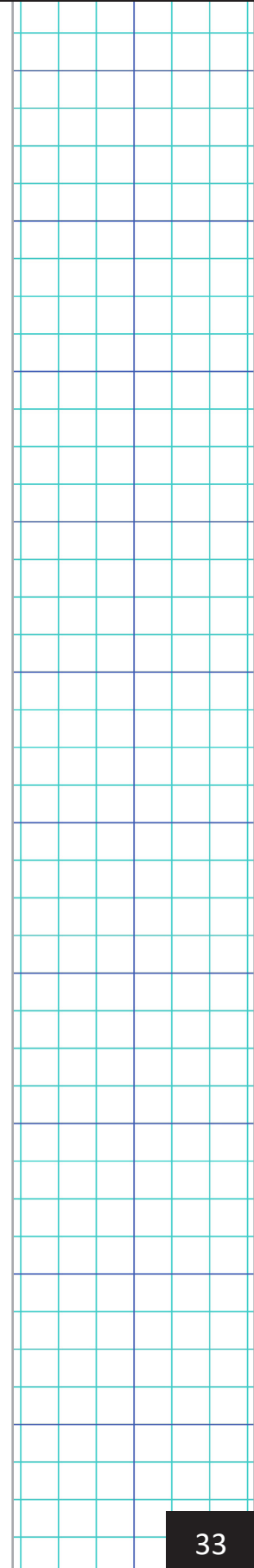
The employer will contribute an amount to be determined annually by the RCSS for the cost of health care programs for employees who work 20 or more hours per week. An employee wishing to enroll in one of the medical insurance plans must do so within 30 days after his/her initial employment date. Employees not enrolling within the initial 30-day period must either wait until the ensuing open enrollment period or provide the carrier with evidence of insurability.

With exception of the above initial enrollment period, employees wishing to add dependents due to marriage or birth must elect the additional coverage within 30 days from the change in dependent status. Employees who have questions concerning hospital and medical coverage, eligibility, exclusions, and limitations, should consult the policy of the respective insurance carrier. Additionally, employees who have health insurance coverage under a CalPERS plan should consult the Public Employees' Medical and Hospital Care Act (California Government Code) for resolution of similar questions.

All health care benefits are subject to the standard provisions set forth in the policy or policies.

Employees may elect to waive their medical coverage and receive a stipend of \$1,800 annually in lieu of the employer's provided medical coverage by completing and submitting the CalPERS Declaration of Health Coverage and Cash-In-Lieu Affidavit forms annually. Employees waiving their medical coverage, must attest to having other group health insurance coverage for themselves and their dependent(s) that conforms to the Affordable Care Act's (ACA) minimum value standards. For a qualifying group health plan to meet the ACA's minimum value standards, the plan must cover at least 60 percent of the total allowed costs of benefits provided under the plan.

Employees who receive individual (not group insurance) medical insurance coverage through Covered California and receive a subsidy, are not eligible for the stipend.



Insurance (continued)

B. Life Insurance

Employees are eligible to enroll during health insurance enrollment periods for employee life insurance and accidental death and dismemberment coverage as provided by a carrier determined by the employer. Term life insurance is provided for employees as follows: a basic \$20,000. Benefits reduce on the policy anniversary commencing upon the following age attainments: 35% at age 65, 55% at age 70, 70% at age 75, and 80% at age 80.

The employer pays the premium for coverage for all eligible full-time employees. The insurance of an employee not actively at work on the day the employee would otherwise become insured is deferred until the completion of one day of active employment. All life and accident, death, and dismemberment insurance benefits including but not limited to, scope of benefits, eligibility, exclusions, and limitations are subject to the standard provisions set forth in the policies of the insurance carrier.

C. Dental Insurance

The employer will provide regular, full-time employees and eligible dependents a dental insurance program and will contribute an amount to be determined annually by the RCSS. Employees are eligible for this program on the first day of the month following the month in which their employment or service begins. Dependents become eligible coincident with the employee or immediately following attainment of dependent status. Dependents are lawful spouse and unmarried dependent children from birth up to attainment of age 26. Children include stepchildren, adopted children, and foster children, provided such children are dependent upon the employee for support and maintenance. Dependents in military service are not eligible.



The current Delta Premier plan allows participants to choose a dentist from among those dentists who accept Delta Insurance. Benefits cover 70 percent the first year and go up 10 percent each year the member receives service, up to 100 percent. There is a \$2,000 annual (calendar year) maximum and a \$500 lifetime maximum for orthodontia per participant.

Dental coverage shall terminate on the last day of the month in which full-time employment has been terminated. All dental benefits including scope of coverage, limitations, and exclusions, claims and claims appeal are subject to the standard provisions as set forth in the carrier's policy.

Insurance (continued)

D. Vision Insurance

The employer shall provide vision coverage for the employee and family and will contribute an amount to be determined annually by the RCSS for employees who work 20 or more hours per week.

E. Group Disability Insurance Plan

The employer provides a group disability insurance plan for employees working 20 or more hours per week.

Payroll Deductions

Employees are entitled to a number of payroll deductions such as Tax Sheltered Annuities, United Way, U.S. Bonds, ACSA, etc. Information is available in the Risk Management Unit regarding enrollment in any of the available payroll deduction programs.

In the event that health and welfare premium costs exceed the amount contributed by the employer, the employee shall pay the difference through automatic payroll deductions. Effective January 1, 2018, employee contributions for health and welfare benefits (medical, dental, vision insurance) will automatically be processed through the IRS 125 Plan as pre-taxed contributions. This may save the employee money by reducing the amount of taxable income. Employees may opt out of the IRS pre-tax contribution arrangement and make their payroll premium deductions after payroll taxes are calculated. Contact Risk Management during Open Enrollment to opt-out of the pre-tax arrangement.

Personnel Records

Personnel records are kept on all current, resigned, or retired employees. Personnel files are considered confidential and, except as otherwise provided by law, will not be available to persons other than the employee and the employee's designee, those authorized by the RCSS or other management personnel with the written approval of their respective division head or director. All written materials filed (except those prohibited by law) shall be made available for inspection by the employee in the presence of a representative of Personnel Services.

Employee Assistance Program

The Employee Assistance Program (EAP) is a voluntary confidential program providing professional assistance to help employees and their families resolve problems that disrupt their lives and affect job performance. The program is designed to help employees resolve problems before the problems threaten job performance. Assistance is provided for health or behavioral problems - emotional, mental, family, financial, occupational, and medical or drug-alcohol related.

For additional information, contact Professional Resources at (800) 266-0510 or (951) 781-0510. EAP contacts and services are confidential.

Tuberculosis Examination

Except for persons previously employed by other California schools who produce certificates dated within the past four (4) calendar years affirming tuberculosis risk assessment and/or examination and freedom from communicable tuberculosis, no one will be initially employed unless the person has submitted to a tuberculosis risk assessment and/or examination within the past 60 calendar days to determine freedom from active tuberculosis. As a condition of continued employment, all employees will be required to present evidence once every four (4) calendar years that they are free from active tuberculosis. Employees whose TB clearance has expired will not be permitted to report to work, and will be required to charge such time to their own leave benefits.

Employees will receive an approved tuberculosis risk assessment and/or intradermal tuberculosis test that, if positive, will be followed by an x-ray of the lungs. This test will be paid for by the employer, or the employer will provide reimbursement to the employee if the examination is conducted in accordance with established Personnel procedures, provided that the amount reimbursed does not exceed the standard rate established by the Riverside County Health Department.

Whenever administratively possible, the Employer will provide written notice to the employee of the expiration of the tuberculosis clearance. Irrespective of the Employer's provision for a written notice, the employee has the responsibility for compliance with this section and of providing a new certificate.

Child Abuse Prevention and Reporting

Categories of Child Abuse:

Physical Abuse: Any act resulting in non-accidental injury, including burning, biting, cutting, poking or twisting limbs.

Emotional Abuse: Includes verbal assault (i.e., belittling, screaming, threats, blaming, sarcasm), continual negative moods, and constant family discord.

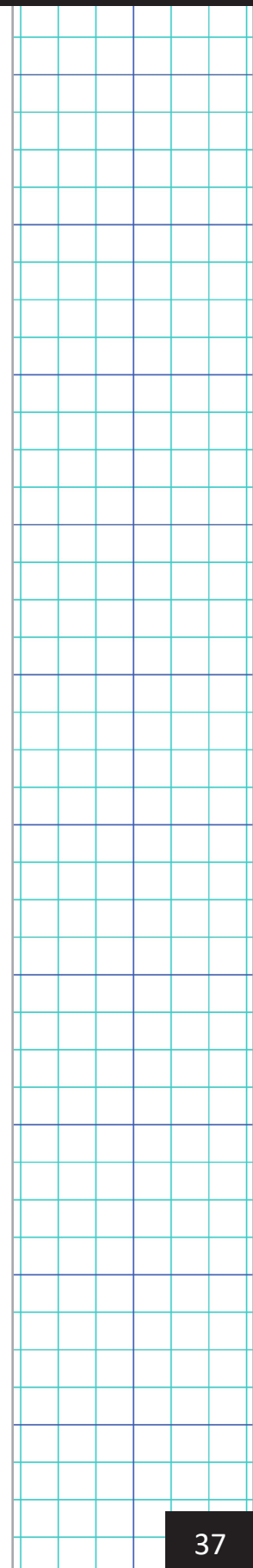
Physical Neglect: Withholding basic necessities of life, including adequate food, clothing, shelter or medical care.

Sexual Abuse: Rape, rape in concert, incest, sodomy, oral copulation, penetration of genital/anal opening by a foreign object and child molestation.

Indicators of Abuse:

This is a partial list of abuse indicators. There are many others.

<p>Physical Indicators of Physical Abuse:</p> <ul style="list-style-type: none"> ● Unexplained bruises/welts on face, lip or mouth; ● Bruises in various stages of healing and where appearing in patterns; ● Cigar or cigarette burns; ● Unexplained fractures to skull, nose or facial structure; ● Unexplained lacerations/abrasions to mouth; ● Unexplained swelling of abdomen; ● Constant vomiting; and/or ● Human bite marks. 	<p>General Indicators of Neglect:</p> <ul style="list-style-type: none"> ● Clothing tattered/inadequate for weather conditions; ● Constant hunger, or attempts to steal or beg for food; ● Reports being left unattended for extended length of time; ● Is dirty/smells, has bad teeth, hair falling out, or lice; ● Unattended wounds; and/or ● Thin, emaciated, constantly tired – shows evidence of malnutrition/dehydration.
<p>Behavioral Indicators of Physical Abuse:</p> <ul style="list-style-type: none"> ● Wary/shrinking from adult human contact; ● Becomes apprehensive when other children cry; ● Demonstrates extremes in behavior, extreme aggressiveness or passivity; ● Seems frightened of parents or does not want to go home; ● Complains about being beaten or injured; and/or ● Wears long-sleeved blouse/shirt/turtle neck sweater in summer to cover bruises or other marks. 	<p>Behavioral Indicators of Sexual Abuse:</p> <ul style="list-style-type: none"> ● Difficulty in walking or sitting; ● Complains of pain/itching in genital area; ● Appears withdrawn, particularly around adults; ● Displays bizarre/sophisticated/unusual sexual knowledge/behavior; ● Goes to bathroom with difficulty; ● Complains about someone doing things to them; and/or ● Washes hands frequently.



Child Abuse Prevention and Reporting (continued)

When you must report:

When within the scope of your professional capacity/employment, you reasonably suspect a child is/was a victim of abuse. **“Reasonable suspicion”** means it is objectively reasonable to entertain such a suspicion, based upon the facts that could cause a reasonable person, in a like position, to suspect abuse. If you have to think the matter over, this is enough to have suspicion and to report it. If in doubt, err on the side of reporting and call.

Do the following immediately:

- Contact Child Protective Services, 24 hours a day, 7 days a week at the following numbers: **(800) 442-4918**. Contact the following number for elder abuse if the student is over 18 years of age and requires assistance with daily living: (800) 491-7123.
- Contact your local law enforcement agency (i.e., police or sheriff department)
- Tell Child Protective Services/law enforcement you have called the other.
- Make a record of your call.
- Complete suspected child abuse report and mail within 36 hours to:

Child Protective Services
Attn: Central Intake Unit
23119 Cottonwood, Bldg. C
Moreno Valley, CA 92552

Be ready to give the following information when you call:

- Name of child(ren), approximate date of birth;
- Name, address, and telephone number of parents, if known;
- Nature of abuse and approximate date/time of abuse;
- Any injuries/unusual behaviors;
- Is child afraid to go home;
- Name/location of alleged perpetrator; and
- Your name, address, and telephone number.

Protection for reporters: *(You cannot get into trouble for reporting abuse)*

- Your identity is confidential and it is against the law for it to be publicly divulged;
- Your employer cannot discipline you because you made a report; and
- Mandated reporters are immune from civil or criminal liability as a result of making a report.

It is **not** sufficient to report the incident to your site administrator. You have an independent responsibility to insure that the matter is reported to law enforcement and Child Protective Services.

Remember: It is against the law not to report child abuse and you may be criminally prosecuted for failing to do so. Child abuse has a devastating impact on a child for the rest of his or her life, so please report!

Security Responsibilities

Employees are to report all acts of vandalism, damage, or theft involving property of the RCSS to the appropriate division or program director immediately by telephone, to be followed by a thorough written report. In addition, the on-site administrator must also be immediately apprised of any vandalism. Security of property and the facilities is the responsibility of all employees.

To promote safety and security, employees are required to wear photo identification badges or name badges in accordance with regulations adopted by the RCSS.

Health and Safety

Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being (as per federal, state, and local law).

Disputes arising relating to reasonable employee safety processes should be brought to the attention of the employer. However, safety conditions which constitute an immediate hazard to health, safety, or well-being of employees should be reported immediately to Operational Support Services and to the director of Benefits and Risk Management Services.

A Safety Committee exists to review health and safety of working conditions on a continuing basis. The committee will make recommendations to the employer for correction of unsatisfactory health and safety conditions. Committee members will be allowed reasonable release time for committee duties, without loss of pay.

No employee shall be reprimanded as a result of reporting unsafe conditions or any health condition reasonably believed to be a violation of law.

The employer may prepare, issue, and enforce rules and safety regulations necessary for the safe, orderly, and efficient operation of the county office. Please contact Risk Management for the Injury and Illness Prevention Plan (IIPP), Hazard Communication Standard, and Worker's Compensation Plan.

Nondiscrimination in Employment

The Riverside County Board of Education and RCSS prohibit unlawful discrimination against and/or harassment of employees or job applicants on the basis of race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, genetic information, gender identity, gender expression, gender, and actual or perceived sexual orientation, at any RCOE site and/or activity. The Board and RCSS also prohibit retaliation against any employee or job applicant who complains, testifies, or in any way participates in RCOE's complaint procedures instituted pursuant to this policy.



Equal opportunity shall be provided to all employees and applicants in every aspect of personnel policy and practice. The Board and RCSS shall not discriminate against physically or mentally disabled persons who, with reasonable accommodation, can perform the essential functions of the job in question.

Any employee who engages in unlawful discrimination or who aids, abets, incites, compels, or coerces another to discriminate is in violation of this policy and is subject to disciplinary action up to and including dismissal. Any district employee who observes or has knowledge of an incident of unlawful discrimination or harassment shall report the incident to the site administrator, office administrator, or RCSS as soon as practical after the incident. Failure of an RCSS employee to report discrimination or harassment may result in disciplinary action.

Title IX of the Education Amendments of 1972 ("Title IX") is a federal law that prohibits sex-based discrimination in all educational programs and activities, including athletic programs. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity operated by RCOE. Title IX protects all participants in RCOE's educational programs and activities, including students, parents, employees, and job applicants. RCOE does not discriminate on the basis of sex. Discrimination on the basis of sex can include sexual harassment and sexual violence.

Nondiscrimination in Employment (continued)

Rights Under Title IX:

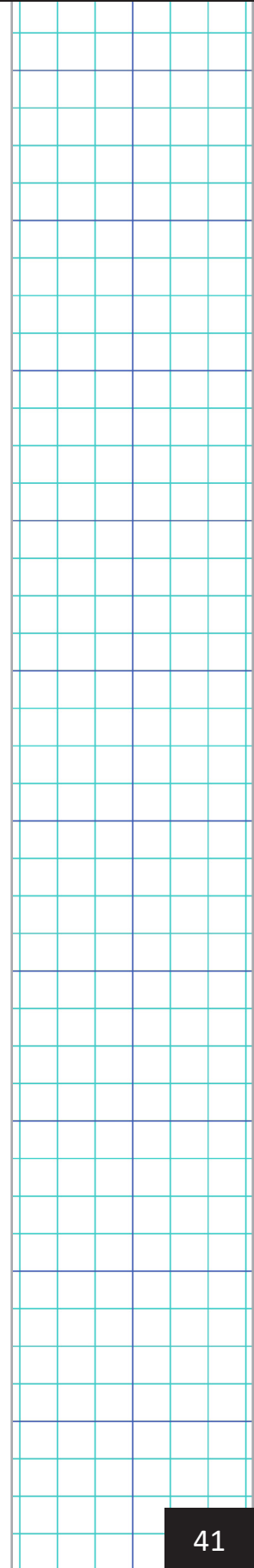
- You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex.
- You have the right to be provided with an equitable opportunity to participate in all academic extracurricular activities, including athletics.
- You have the right to have access to a sex/gender equity coordinator, referred to as the Title IX Coordinator (find contact information below), to answer questions regarding sex/gender equity laws.
- You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on sex/gender equity laws.
- You have the right to file a confidential discrimination complaint with the United States Department of Education Office for Civil Rights or the California Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
- You have the right to pursue civil remedies if you have been discriminated against.
- You have the right to be protected against retaliation if you file a discrimination complaint.

—(California Education Code § 221.8.)

The RCSS or designee shall regularly publicize this nondiscrimination policy and the availability of complaint procedures throughout the county office of education and the community. The RCSS shall provide employees and job applicants with copies of this policy, county office of education regulations, and complaint procedures as necessary.

The RCSS designates the following position as coordinator for nondiscrimination in employment:

Executive Director, Personnel Services
P.O. Box 868
Riverside, CA 92502-0868
(951) 826-6673



Board Policies and Administrative Regulations

This section outlines some of the frequently used Board Policies and Administrative Regulations that govern the RCOE and may be found on the RCOE Intranet.

Topic	Board Policy and/or Administrative Regulation
Drug and Alcohol Free Workplace	BP 4020
Employee Incompatible Activities	BP 4136 and AR 4136
Environmental Safety	BP 3514
How to Report Child/Elder Abuse	BP 5141.4 and AR 5141.4
Integrated Pest Management	AR 3514.2
Non-Discrimination in Employment	BP 4030 and AR 4030
Professional Adult/Student Boundaries	AR 4019
Sexual Harassment	BP 4119.11 and AR 4119.11
Travel Regulation	AR 3541.45
Uniform Complaint Procedures	BP 1312.3 and AR 1312.3
Universal Precautions	BP 4119.43 and AR 4119.43

In addition to the above Board Policies and Administrative Regulations all Board Policies and Administrative Regulations governing RCOE may be found on the RCOE Intranet ([RCOE Intranet link](#)) for your convenience. Keep in mind that policies are periodically updated so you may always check the Intranet for revisions.



