

ADMINISTRATION
EMPLOYMENT AGREEMENT

PREAMBLE

This Employment Agreement is made and entered into this 1st day of July 2013, by and between the Wheatland School District, hereinafter referred to as the District, and the Wheatland Elementary School Administrators/Classified Directors. **Updated January 2026**

The purpose of this Employment Agreement is to promote the improvement of personnel-management and employer-employee relations. It also is to put into writing existing policies, procedures and rights of our Administrators and Classified Directors.

RECOGNITION

Acknowledgment:

- The District hereby acknowledges that the Administration is an employee group but they are not a recognized Bargaining Unit/Union. They have the right to negotiate for their group. Our administrative groups broken into two separate groups; one is Certificated Management (Administrator) and the other is Classified Management (Classified Director). This Employment Agreement does not include administrators that have individual contracts such as the Superintendent.

EMPLOYEE RIGHTS

Personnel Files:

- A personnel file for each Administrator/Classified Director shall be maintained at the District's central administrative office.
- An Administrator/Classified Director shall have the right at any reasonable time to examine any material from the employee's personnel file, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. The Administrator/Classified Director shall have the right to review any derogatory material placed in his/her personnel file.
- All personnel files shall be kept in confidence and shall be available for inspection to other employees of the District only when actually necessary in the proper administration of the District's affairs or the supervision of the Administrator/Classified Director.
- Each administrative position shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year.

Termination Authority for School Site Administrators and Department Managers

- School Site Administrators and Department Managers may only be terminated by the Superintendent, and any termination must be for cause. These employees retain the same procedural and due process rights as all other School District employees. No School Site Administrator or Department Manager has the authority to terminate any employee.

HOURS

Workweek:

- The workweek shall vary in accordance with the employee's assignments as determined by the District.

Workday:

- The length of the workday shall be designated by the District for each Administrator/Classified Director assignment.
 - Principal's Workdays = 220 (all other days are non-contract)
 - Vice Principal's Workdays = 210 (all other days are non-contract)
 - Classified Directors Workdays = 260 or 250

Rest Periods:

- Employee works eight (8) hours, two breaks of fifteen (15) minutes each
- Rest periods shall be scheduled at times established by the immediate supervisor.
- Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

Meal Breaks:

- A duty-free, unpaid meal period of not less than thirty (30) minutes shall be provided to each Administrator/Classified Director who works more than five (5) consecutive hours in one (1) day.
- The lunch period shall be scheduled at a time consistent with the efficient operation of the district/site/program.

Summer Hours

- Summer Schedule 4-10's
 - Monday-Thursday work 10 hours with combining 30-minute lunch and 2-15 min breaks at the end of the day
 - Off Fridays
- Example:
 - 7:00-5:30 schedule but combines lunch and breaks so leaves at 4:30
 - 7:30-6:00 schedule but combines lunch and breaks so leaves at 5:00
 - 8:00-6:30 schedule but combines lunch and breaks so leaves at 5:30

PAY AND ALLOWANCES

Regular Rate of Pay:

- See Salary Schedule for all information

Paychecks:

- All regular paychecks of Administrators/Classified Directors shall be itemized to include all deductions. This itemization requirement shall be subject to any limitations imposed by the District's payroll processing agency.

Frequency:

- Once Monthly: All Administrators/Classified Directors shall be paid in accordance with District policy.

Payroll Errors: If monies were paid to an Administrator/Classified Director in excess of the appropriate amount due the employee, the employee is liable and responsible for repayment of the monies owed to the District. The Administrator/Classified Director shall bring the overpayment to the attention of the Superintendent as soon as it is discovered by the employee. When the District discovers the error, the Superintendent or designee shall notify the employee in writing of the amount and nature of the overpayment. Following a meeting between the Administrator/Classified Director and the Superintendent, overpayments shall be deducted, with written authorization from the employee, from future salary warrants due the Administrator/Classified Director. Any one deduction shall not exceed 20% of the net amount of an employee's monthly paycheck. If the employee is less than a twelve-month (full-time) employee, then the full amount of the overpayment shall be deducted from the employee's salary warrants prior to the end of the fiscal year.

Mileage Stipend:

- The Mileage Rate for Certificated Management is as follows:
 - Principals will receive \$150/month for all miles driven on behalf of the District
 - Vice Principals will receive \$150/month for all miles driven on behalf of the District
- The Mileage Rate for Classified Management is as follows:
 - Classified Manager will receive \$150/month for all miles driven on behalf of the District

Cell Phone Stipend:

- The Cell Phone Stipend for Certificated Management is as follows:
 - Principals = \$75/month
 - Vice Principals = \$75/month
- The Cell Phone Stipend for Classified Management is as follows:
 - Classified Director = \$75/month

Medical Certification:

- Medical certification required for continued employment will be paid for by the District.

Salary Schedule:

- The salary schedules and salary classifications for the Administrative/Classified Management positions are attached as Appendix A.

EMPLOYEE BENEFITS

- Active Employees: The District shall make eligible for each Administrator/Classified Manager the opportunity to purchase health and welfare benefits in accordance with Appendix B.
- Administrative Benefit Opt-Out Provision: Members of the administrative team may elect to opt out of District-provided benefits. In such cases, the value of the District's benefit cap shall be applied toward the employee's salary, subject to applicable laws, regulations, and District approval processes.
- Retired Employees: The District shall provide each Administrator/Classified Manager who retires during the term of this Agreement the opportunity to purchase health and welfare benefits in accordance with Appendix C.

HOLIDAYS

- Certificated Management does not receive pay for holidays. They are not required to work holidays and they are not included in their total number of required workdays. (ie 220 days for a Principal = 220 workdays)
- Classified Management is paid for holidays. They are included in their total number of required workdays. (260 days for Classified Management = 260 – 13 holidays = 247 workdays). The following are the scheduled holidays.

Scheduled Holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day - last Monday in May
- Juneteenth – June 19
- Independence Day – July 4
- Labor Day - first Monday in September
- Admission Day - The in-lieu holiday for Admission Day will be taken each year on the Wednesday before Thanksgiving.

- Veterans' Day
- Thanksgiving - fourth Thursday and the following Friday in November
- The last workday before Christmas
- Christmas Day
 - If December 25 falls on a Saturday, the preceding Friday, December 24, shall be observed as the holiday, and the preceding Thursday, December 23, as an additional holiday. If December 25 falls on a Sunday, the following Monday, December 26, shall be observed as the holiday, and the following Tuesday, December 27, as an additional holiday.
- Any day declared by the President of the United States, or the Governor of this State, for a public fast, or holiday in accordance with Education Code section 37220, Subdivision (b) and (c), or any other day declared a holiday by the District's Governing Board in accordance with Education Code section 37220 (a) (13) shall be a paid holiday for Administrator s.

Holiday Eligibility:

- A Classified Manager must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Holidays on Saturday or Sunday:

- Notwithstanding the above, when a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

VACATION PLAN

- Certificated Management will be allotted six (6) vacation days per year. These six (6) days will come off their required workdays. (i.e. 220 days for a Principal = 214 workdays)
 - These six (6) days cannot be accrued and cannot be cashed out. They are to be used in the year they are earned, or they will be lost.
- Any Classified Manager who is employed full-time is allowed working days of vacation according to the schedule below:
 - If a Classified Manager works less than a full year, his/her vacation is prorated on the basis of the time worked.
- Classified Managers earning vacation time from July 1 to June 30 must take the earned vacation time prior to the end of the winter break of the succeeding school year. The District may require vacation time to be taken off and may schedule same, though the Classified Manager's wishes

will be considered. Any accrued vacation time not taken off by end of the winter break shall be paid for by the District and deleted from the records. The Classified Manager may come up with an alternative plan to use the vacation and if it is agreed to by the Superintendent, in writing, the employee would be allowed to extend further.

- If a holiday falls within a Classified Manager's vacation period, it shall not be charged against the Classified Manager's vacation time.
- Vacation time will accrue on the following schedule for a twelve (12) month Classified Manager:
 - (a) Year 1 through Year 5 – twenty (20) days
 - (b) Beginning Year 6 – Year 10 – Twenty-five (25) days
 - (c) Starting Year 11 – Thirty (30) days
 - (d) Vacation is preloaded for the employees on July 1 each year. An employee may use the preloaded vacation, however, if the employee separates from the district prior to accruing all their earned vacation, they will be docked for the days not accrued.

Eligibility:

- Vacation benefits are earned on a fiscal year basis – July 1 - June 30. A Classified Manager hired after July 1 will have his/her vacation time prorated for the first partial year.

Vacation Pay:

- Pay for vacation days shall be the same as that which the Classified Manager would have received had he/she been in a working status.

Vacation Pay Upon Termination:

- When a Classified Manager is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

Vacation Scheduling:

- Vacations shall be scheduled at a time requested by the Classified Manager so far as possible within the District's work requirements.

LEAVES

Bereavement Leave:

- Every Administrator shall be entitled to five (5) days of paid leave of absence on account of death of any member of his/her immediate family. This leave shall not be deducted from his/her sick leave.

- The Administrator shall use Bereavement Leave Before Personal Necessity Leave days are used.
- Bereavement Leave is not accumulative and is granted in addition to the twelve (12) days sick leave.
- Bereavement Leave shall be allowed for the death of a member of the employee's immediate family defined as mother, mother-in-law, stepmother, father, father-in-law, stepfather, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, grandchild, grandfather, grandmother, son-in-law, daughter-in-law of the employee and spouse or any relative or person under the guardianship living in the immediate household of the employee.
- The Superintendent can grant Bereavement Leave to others not listed as immediate family on a case by case basis.

Legal Leave:

- An Administrator/Classified Manager shall be entitled to as many days of paid leave as are necessary for appearances under subpoena or on jury duty. When an Administrator/Classified Manager is notified to appear for possible jury duty and is not impaneled by the Court, he/she shall return to regular duty assignment for the day if four or more hours remain in the normal daily schedule.

Sick Leave:

- Twelve (12) working days of sick leave per year, with pay, are allowed to regular full-time Administrators for absence due to illness or injury.
 - Sick leave is cumulative without limit.
 - The sick leave allowance for an employee who works less than a full year and less than full time is prorated according to time worked.
 - An Administrator/Classified Manager requesting sick leave may be required to submit proof of illness in writing at the request of the District.

Industrial Leave - Accident or Illness:

- Permanent Administrator/Classified Managers are entitled to sixty (60) working days industrial leave during each fiscal year.
 - Industrial leave is not cumulative from year to year.
 - Industrial leave shall commence on the first day of absence.

- Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Laws of this State, exceed the normal wage for the day.
- The industrial leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- Such leave shall not exceed sixty (60) days for the same illness or injury regardless of the overlapping fiscal years.
- Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- When an individual accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if an Administrator/Classified Manager is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- Any Administrator/Classified Manager receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

Personal Necessity Leave:

- During any school year an Administrator/Classified Manager may use, at his/her election, not more than five (5) days of accumulated sick leave for cases of personal emergency:

Discretionary Leave:

- A maximum of five (5) days of sick leave each school may be taken as discretionary leave at the option of the Administrator/Classified Manager. Any days taken as discretionary leave shall be deducted from the accumulated sick leave. No advance permission is required except the normal procedures for notifying the District of an absence. As much advance notice as reasonably possible shall be provided to ensure continuity of education to students.

Difference Pay:

- If the Administrator/Classified Manager has utilized all of his/her accumulated Sick Leave and is absent on account of illness or accident for five (5) months or less, then the amount of salary deducted during that period shall not exceed the District's daily rate for substitutes (first step on salary schedule). It is understood that the District only makes the deduction when a substitute is

actually hired. District reserves the right to require medical verification. Consistent with the statute providing this benefit and the Attorney General opinions interpreting it, the five-month period commences to run upon the first day of absence due to illness.

General Leaves:

- When no other leaves are available, upon request of the Administrator/Classified Manager, a leave of absence may be granted by the Board on a paid or unpaid basis at any time and upon any terms acceptable to the District and the employee.
- The granting of such leaves shall not be precedent for the request and granting of any other such leaves.
- If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his or her position, the employee shall be reassigned or terminated.

SAFETY

- Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being in compliance with CAL-OSHA regulations.

See Salary Schedule

**WHEATLAND ELEMENTARY SCHOOL DISTRICT HEALTH AND WELFARE BENEFITS
FOR ACTIVE ADMINISTRATORS/CLASSIFIED DIRECTORS**

1. Full-Time Employees

Full-time Administrator/Classified Managers will receive a District contribution of fourteen thousand dollars (\$14,000) a year for insurance premiums.

Full-time Administrator/Classified Managers will receive a District contribution of fourteen thousand dollars (\$14,000) a year for insurance premiums.

- Should the plan(s) cost **more** than the District's required contribution, each covered employee shall sign a payroll deduction form and pay the difference by payroll deduction. The deduction will be deducted from the employee's paycheck equally over a 12 month period.
- Should the plan(s) cost **less** than the District's required contribution, each covered employee shall receive the difference in their payroll (in lieu). This difference will be paid to the employee equally over a 12-month period.
- Should the Administrator/Classified Manager choose not to purchase benefits through the District offered plans, the entire District Contribution will be added to the Administrator/Classified Manager (250 day) pay and paid equally to the Administrator/Classified Manager over a 12 month period.

2. Part-Time Employees

Part-time Administrator/Classified Managers may participate in the District group medical, vision and dental plans, subject to the following:

- Upon proper application by a part-time Administrator, the District shall pay a pro-rated portion of toward premiums.
- The employee must be at least 0.5 FTE. (Full Time Equivalent)
 - For Classified Directors -1.0 FTE is eight (8) hours per day, five (5) days per week and twelve (12) months per year.
 - For Certificated Administrators – 1.0 FTE is as follows:
 - 220 days for Principals
 - 210 days for Vice Principals
- Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the employee through payroll deduction.

**WHEATLAND ELEMENTARY SCHOOL DISTRICT ADMINISTRATOR RETIREMENT
INCENTIVE**

A. Eligibility

Age Years of Consecutive District Service (District Service can include teaching and administration)

60 & above - 15

59 - 16

58 - 17

57 - 18

56 - 19

55 - 20

Any employee on a district approved leave of absence will not lose eligibility for consecutive years of service but the leave of absence years will not count for total years.

Notification of Intent to Retire: An employee must send a written notice to the Superintendent of his/her plan to retire at least by March 1st of any year for eligibility for the next fiscal year.

If an employee is going to retire during the course of the school year, 3 months written notice will be required for eligibility.

An employee may select only (1) of the two (2) early retirement options: Health Benefits or Employers Contribution to Employees Retirement Plan – i.e 403(b) or 457(b)

Option 1 - Health Benefits:

The District will, upon request, pay an amount equal to the **active employee's insurance cap** (at the time of retirement) toward medical, dental, and vision insurance for an employee choosing early retirement, provided the employee meets the eligibility requirements outlined above.

Cost of Plans

Should the retiree enroll in a plan that exceeds the active employee insurance cap; the retiree shall be responsible for paying the difference to the District on a quarterly, advance basis. Failure to pay the difference shall result in cancellation of insurance coverage.

Duration

These benefits shall terminate upon the earliest of the following:

- Sixty (60) months from the effective date of retirement.
- The death of the retiree; or
- The end of the month in which the retiree reaches sixty-five (65) years of age.

Available Plans

The retiree must select from plans available to active employees during the month the benefit is received. The retiree may enroll eligible dependents. Only plans that accept retirees shall be available, and retirees shall be subject to tiered rates.

Option 2 – Employer Contribution in Lieu of Benefits (403(b) or 457(b))

In lieu of receiving post-retirement health benefits, the District will, upon request, pay an amount equal to the **active employee’s insurance cap** (at the time of retirement) toward 403(b) or 457(b) retirement plan of an employee choosing, provided the employee meets the eligibility requirements outlined above.

Cost of 403(b) or 457(b)

Should the retiree elect in this option it shall not exceed the active employee insurance cap total from Option 1.

Duration

These benefits shall terminate upon the earliest of the following:

- Sixty (60) months from the effective date of retirement.
- The death of the retiree; or
- The end of the month in which the retiree reaches sixty-five (65) years of age.

Paid

This option shall be paid out yearly for the duration listed above