

CONFIDENTIAL EMPLOYEE
EMPLOYMENT AGREEMENT

PREAMBLE

This Employment Contract is made and entered into this 1st day of July 2012 (updated 1/2026), by and between the Wheatland School District, hereinafter referred to as the District, and the Wheatland Elementary School Confidential Employees.

The purpose of this Contract 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 Confidential Employees.

RECOGNITION

Acknowledgment:

- The District hereby acknowledges that the Confidential Employees are an employee group but are not a recognized Bargaining Unit/Union. They have the right to negotiate for their group.

EMPLOYEE RIGHTS

Personnel Files:

- A personnel file for each confidential employee shall be maintained at the District's central administrative office.
- A confidential employee 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 confidential employee 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 confidential employee.

Termination Authority for Confidential Employees

- Confidential Employees may only be terminated by the Superintendent, and such termination must be for cause. Confidential Employees retain the same procedural and due process rights as all other School District employees. Department Managers do not have the authority to terminate any employees.

HOURS AND OVERTIME

- Each confidential position shall have a designated title, a regular minimum number of

assigned hours per day, days per week, and months per year.

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 assignment.

Rest Periods:

- Full Time Employees, receive 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 confidential employee who works more than five (5) consecutive hours in one (1) day. When a work period of not more than six (6) consecutive hours will complete the employee's workday, the meal period may be waived by mutual consent of the employee and the District.
- The lunch period shall be scheduled by the supervisor at a time consistent with the efficient operation of the district.
- The employee can combine the two 15-minute breaks and their 30-minute lunch to make a one-hour lunch.

Overtime:

- Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1 ½) the regular rate of pay. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week.
- All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 ½) times the regular rate of pay.
- All overtime hours must be pre-approved by the Superintendent/Supervisor.

Compensatory Time Off:

- Confidential employees who are officially authorized to work overtime are paid according to the District policy governing such payments. Confidential employees may elect to have compensatory time off to compensate for overtime. Compensatory time off

cannot be accumulated for more than forty (40) hours. The compensatory time off may be used only with the prior approval of the Superintendent and must be used within twelve (12) months.

Day Preceding Holidays

- Confidential Employees may leave 30 minutes early on Fridays and on any day preceding a holiday

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
- Summer Schedule 4-9's
 - Monday-Thursday work 9 hours with combining 30-minute lunch and 2-15 min breaks at the end of the day
 - 4 hours of vacation or non-contract on Fridays
- Example:
 - 7:00-4:30 schedule but combines lunch and breaks so leaves at 3:30
 - 7:30-5:00 schedule but combines lunch and breaks so leaves at 4:00
 - 8:00-5:30 schedule but combines lunch and breaks so leaves at 4:30
- Summer Schedule 4-8's
 - Monday-Thursday work 8 hours with combining 30-minute lunch and 2- 15 min breaks at the end of the day
 - 8 hours of vacation or non-contract on Fridays
- Example:
 - 7:00-3:30 schedule but combines lunch and breaks so leaves at 2:30
 - 7:30-4:00 schedule but combines lunch and breaks so leaves at 3
 - 8:00-4:30 schedule but combines lunch and breaks so leaves at 3:30

PAY AND ALLOWANCES

Regular Rate of Pay:

- The regular rate of pay for each position shall be in accordance with the rates established for each confidential position.
- The District shall pay longevity pay in the amounts indicated on the attached salary schedule (prorated by months of service) beginning July 1st:
 - Beginning of year 28 = See Salary Schedule

- Beginning of year 35 = See Salary Schedule

Paychecks:

- All regular paychecks of confidential employees 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 confidential employees shall be paid in accordance with District policy.

Payroll Errors:

- If monies were paid to a confidential employee 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 confidential employee 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 confidential employee and the Superintendent or designee, overpayments shall be deducted, with written authorization from the employee, from future salary warrants due the confidential employee. 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:

- The following positions will receive \$150/month for all miles driven on behalf of the District (these positions drive to the county office often):
 - Payroll
 - Human Resources
 - Accounts Payable
 - Accounts Receivable
 - Preschool Coordinator
 - Technology Systems Specialist
- Any additional employee required by the Superintendent to use his/her vehicle on District business shall be reimbursed at the rate established by District Travel and Conference Policy for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

Medical Certification:

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

Salary Schedule:

- The salary schedule and salary classifications for the confidential positions are attached.

EMPLOYEE BENEFITS

- **Active Employees:** The District shall make eligible for each confidential employee the opportunity to purchase health and welfare benefits in accordance with Appendix B.
- **Retired Employees:** The District shall provide each confidential employee who retires during the term of this Agreement the opportunity to purchase health and welfare benefits in accordance with Appendix C.

HOLIDAYS

Scheduled Holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday - The District may obtain such waiver for a replacement day as it deems appropriate.
- 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

confidential employees.

Holiday Eligibility:

- An employee 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 Section 6.1.13 above, when a holiday falls on a Saturday, the preceding workday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday shall be deemed to be that holiday.

VACATION PLAN

- Any confidential employee who is employed full-time is allowed working days of vacation according to the schedule below. For this section only, full time is considered 250 days or more.
- If a confidential employee works less than full time (less than 250 days), his/her vacation is prorated on the basis of the time worked.
- Confidential employees 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 confidential employee'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 employee 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 an employee's vacation period, it shall not be charged against the confidential employee's vacation time.
- Vacation time will accrue on the following schedule for a twelve (12) month confidential employee (effective July 1 of the year and not the actual employee's anniversary date)
 - Years 1 through Year 4 – Twenty (20) days
 - Beginning Year 5 through Year 9 – Twenty-five (25) days
 - Beginning Year 10 and beyond – Thirty (30) days
- Vacation accrues monthly and an employee may use only what he/she has actually accrued. In extraordinary circumstances, however, the Superintendent may authorize a "prior use." Such usage is at the sole discretion of the Superintendent.

Eligibility:

- Vacation benefits are earned on a fiscal year basis – July 1 - June 30. An employee 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 confidential employee would have received had he/she been in a working status.

Vacation Scheduling:

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

Vacation Pay Upon Termination:

- When a confidential employee 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.

LEAVES

Bereavement Leave:

- Every confidential employee 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 confidential employee 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 may grant bereavement leave to other members of the employees' family on a case by case basis.

Legal Leave:

- A confidential employee shall be entitled to as many days of paid leave as are necessary for appearances under subpoena or on jury duty. When a confidential employee 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.

Military Leave:

- An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Sick Leave:

- Twelve (12) working days of sick leave per year, with pay, are allowed to regular full-time confidential employees 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.
 - For this section, full time is considered 250 days or more.
 - A confidential employee 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 confidential employees 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.
 - The industrial accident or illness leave of absence is to be used in lieu of entitlement under Article 8.4 of the Confidential employee Contract. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if an employee 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 employee 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 year a confidential employee may use, at his/her election, not more than five (5) days of accumulated sick leave benefits for cases of personal emergency (EC. 45207):

Discretionary Leave:

- Five (5) of the Personal Necessity Days may be taken as discretionary leave at the option of the confidential employee. Any days taken as discretionary leave shall be deducted from the accumulated Sick Leave.

Difference Pay:

- If the employee 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 makes the deduction whether or not 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 employee, 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 placed on a reemployment list for a period of thirty-nine (39) months.

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.

APPENDIX B

WHEATLAND ELEMENTARY SCHOOL DISTRICT HEALTH AND WELFARE BENEFITS FOR ACTIVE CONFIDENTIAL EMPLOYEES

1. **Full-Time Employees**

Full-time employees will receive a District contribution of fourteen thousand (\$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. This difference will be paid to the employee equally over a 12-month period.
- Should the Confidential Employee choose not to purchase benefits through the District offered plans, the entire District Contribution will be added to the Confidential Employee pay and paid equally to the Confidential Employee over a 12-month period.

2. **Part-Time Employees**

Part-time confidential employees may participate in the District group medical, vision and dental plans, subject to the following:

- a. Upon proper application by a part-time confidential employee, the District shall pay a pro-rated portion of toward premiums.
- b. The employee must be at least 0.5 FTE. (Full Time Equivalent)
 - 1) 1.0 FTE is eight (8) hours per day, five (5) days per week and twelve (12) months per year.
 - 2) Newly hired persons, or current employees who subsequently become eligible for a District contribution for insurances after June 14, 2000 (i.e. who are at least 4 hours per day, but less than full-time), shall receive a pro-rated District contribution. The pro-rating shall be based on hours per day, days per week and days per year. (For purposes of this calculation, a year is 260 days.)
 - 3) Subject to rules of the insurance provider, an employee who is pro-rated will have the option to decline benefits and will, therefore, incur no cost. Such employees shall not receive a District contribution for insurances.
- c. 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 CONFIDENTIAL EMPLOYEE
RETIREMENT INCENTIVE OPTIONS**

Eligibility

To be eligible for this program the employee must:

- Have completed fifteen (15) consecutive years of service, four hours or more per day, in the Wheatland School District immediately prior to retirement.
- Have reached the age of fifty-five (55) or more at the time of retirement.
- Have not passed his/her sixty-fifth (65th) birthday at the beginning of retirement.
- For purposes of this plan only, a period of unpaid medical leave shall not be considered a break in full-time service.
- The plan will become effective at the time of adoption by the Board and shall not be retroactive to include prior employees who are presently retired.

Notification of Intent to Retire:

- An employee must serve 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.

Options:

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 the amount equal to the active employee's insurance cap (at the time of the retirement) for medical/dental/vision insurance for an employee choosing early retirement if they meet the eligibility requirement above.

Cost of Plans:

Should the retiree enroll in a plan which costs more than the active employee's cap, he/she shall make arrangements to pay the difference (quarterly, in advance) to the District. Failure to pay the difference shall result in cancellation of insurance

Duration:

These benefits terminate after sixty (60) months, or the death of the retiree, or at the end of the month in which the employee reaches the age of sixty-five (65), whichever comes first.

Available Plans:

The retiree must choose from plans(s) available to active employees in the month the benefit is received. The retiree may enroll his/her dependents. Only plans which accept retirees shall be available.

Rates:

The retirees will be on tiered rates

Option 2: – Employers Contribution to Employees Retirement Plan

An employee can choose to receive an employer contribution to their retirement plan – i.e. a 403(b) or 457(b) equal to twenty-five percent (25%) of the employee's last year's base salary.