



# ***Solano Community College***

## ***Administrative Leadership Group Board Policy 4800***

*(Salary and Benefits)*

***Adopted by the Governing Board:  
May 18, 2005***

***Revised: April 29, 2009  
May 6, 2009  
June 17, 2009  
August 19, 2009***



## SOLANO COMMUNITY COLLEGE DISTRICT

### ADMINISTRATIVE EMPLOYEES

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4800.1 Intent of Policies: It is the expectation of the District that the policies contained herein should be considered guidelines and ordinarily be followed to provide structure and organization, to support excellence, and to promote effective leadership. Since these policies cannot possibly address every potential situation, they are neither exclusive nor comprehensive. The District reserves its exclusive right to regularly review these policies and procedures and to update, change, amend, supplement or terminate any of its rules, regulations, or policies at any time for any reason satisfactory to the Board. In the event any provision of these policies and/or District regulations conflicts with the terms of an individual employee's employment contract, the terms and conditions of the employee's contract shall govern.

4800.2 Administrator Responsibilities: Educational administrators and classified managers have major responsibilities for promoting educational leadership, formulating and recommending District policies and administering District programs.

- A. An Educational Administrator is an administrator who is employed in an academic position designated by the governing board of the district as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or district. Educational Administrators may be employed by a contract of up to two years, the form of which is attached as Appendix A. Educational administrators include, but are not limited to the following positions at the District:

Center Director  
Dean, Counseling and Special Services  
Dean, Business and Career Technical Education  
Dean, Fine and Applied Arts/Behavioral Sciences  
Dean, Health, Public Safety & Family Studies  
Dean, Humanities  
Dean, Math and Science  
Dean, Physical Education and Athletics  
Dean, Student Development  
Vice President, Academic Affairs  
Vice President, Student Services  
Vice President, Technology and Learning Resources

- B. Classified Management

1. A Classified Manager is an administrator who is employed by the Governing Board in a position designated as having direct responsibility for supervising the operation of, or formulating policy

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for, functions and services that support the instructional and student services components of the District. Classified Managers include, but are not limited to the following positions at the District:

Assistant Director, Facilities  
Director, Admissions & Records  
Director, Facilities  
Director, Financial Aid  
Director, Fiscal Services  
Director, Human Resources  
Director, Technology Services and Support  
Director, Foundation and Grants  
Director, Public Relations, Marketing & Communications  
Director, Small Business Development Center  
Director, Research and Planning  
Chief, College Police and Public Safety  
Managing Director of Theatre Operations  
Manager, Technology Services and Support  
Program Developer, Contract Education & Community Services  
Vice President, Administrative & Business Services

2. A Supervisory Employee is any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such actions, if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Supervisory Employees include, but are not limited to the following positions at the District:

AmeriCorps Supervisor  
Bookstore Manager  
Graphic Arts Services Supervisor  
MESA Director  
Staff Diversity Coordinator  
Supervisor, Grounds

3. A Confidential Employee is any employee who, in the regular course of his/her duties, has access to, or possesses information directly relating to confidential matters concerning collective bargaining negotiations, grievances, layoffs or other matters dealing with labor relations. Confidential Employees include, but are not limited to the following positions at the District:

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Executive Assistant, Academic Affairs  
Executive Assistant, Administrative and Business Services  
Executive Assistant, Human Resources  
Executive Coordinator (Superintendent/President & Governing Board)  
Executive Coordinator (Special Projects)  
Human Resources Specialist  
Staff Assistant

4800.3 Citizenship Rights: Administrative Employees have the same rights and responsibilities as other citizens living in a democracy. They may participate in political and governmental affairs, including such rights as voting; discussing the social, political, and economic issues of the day in public office; or holding office in political parties. Administrative employees, because of their position with the District, should make it clear that they are speaking or acting as individuals and not as employees of the Governing Board.

4800.4 Administrative Leadership Group Council:

- A. The Administrative Leadership Group includes those administrators, supervisory, and confidential employees identified as management by the Governing Board.
- B. The Administrative Leadership Group Council is made up of one representative from each management constituency. It is designed to further the dissemination of information to the management employees on campus.
- C. The Solano Community College District Governing Board recognizes the importance of an Administrative Leadership Group for the purpose of fulfilling its legal responsibility for the management of public education at Solano Community College. The Administrative Leadership Group as a whole is responsible for selecting members to represent their interests and concerns in the Shared Governance process.
- D. While the Administrative Leadership Group Concept places emphasis upon shared responsibility and authority, nothing in this policy intends to limit the responsibility and/or authority of the Governing Board or the Superintendent/President to make decisions as prescribed by law.

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4810      Compensation and Fringe Benefits

4810.1      Salary Payments: Employees are paid monthly in twelve equal payments on the last working day of the month in accordance with provisions of the adopted salary schedule. (Appendix B.) Those who work less than twelve (12) months may be paid in either twelve equal installments or actual months worked.

4810.2      Salary Schedule Placement Procedure: Initial placement of employees on the applicable salary schedule class will be from step 1 to step 3 of the appropriate level, consistent with the recommendation of the Superintendent/President and the approval of the Governing Board. Initial placement shall normally be on step 1.

A.      Exceptions

1.      The employee, in moving from a lower to a higher level on the schedule, will be placed on a step which ensures no decrease in salary; or
2.      The employee, in moving from a higher to a lower level on the schedule, will be placed on the same step on the lower level as has been reached on the higher level.

B.      The salary schedule is based on 223 duty days of service per year, excluding annual vacation and paid holidays. Salaries for employees working less than 223 days per year shall be based on a proration of the actual days of service to 223 days.

4810.3      Career Increments:

A.      A career increment is an amount paid an employee in recognition of total years of full-time paid regular service as a District employee. Earned career increments will be added to the annual salary beginning July 1 after the employee has reached the increment level. The career increment shall not be paid to anyone while on an unpaid leave of absence. Time spent on an unpaid leave or in special hourly employment shall not be included in calculating years of service.

<u>Years of Service</u>	<u>Annual Increment</u>
10 years	\$1000.00
15 years	\$1200.00
19 years	\$1500.00
20 years	\$1600.00
25 years	\$2300.00
29 years	\$3000.00

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B. Confidential Classified: The career increment for employees designated as “Confidential” under the provisions of Government Code 3540.1(c) will be the following non-cumulative increments:

1. 2.5% above base salary after 6 years of service
2. 5% above base salary after 8 years of service
3. 7.5% above base salary after 11 years of service
4. 10% above base salary after 15 years of service

4810.4 Credit for Course Work: Employees who return to positions within any of the bargaining units shall be allowed salary schedule credit for appropriate course work (as defined by the column advancement/professional growth criteria of each bargaining unit) completed while in a management position in accordance with the appropriate bargaining unit contract article.

4810.5 Stipend for Doctorate Degree: Employees with an earned doctorate from an accredited institution shall receive an additional stipend of \$2,400. Accredited institutions are those recognized by the six (6) regional accrediting commissions, state and federal licensing agencies for specialized programs, those listed in publications recognized for higher education institutions and those institutions recognized by the California Community College Division of Credentials. The JD Degree consisting of a minimum of a three-year graduate level program granted by an accredited institution will be recognized as an earned doctorate.

4810.6 Travel and Transportation: Reimbursement for approved travel expenses to include lodging, meals, airplane, railroad, private vehicle travel, registration fees, or incidental travel expenses will be made for actual cost. Mileage rates shall be set annually by the Governing Board.

4810.7 Tax Sheltered Annuities: The Solano Community College District will accommodate employee requests to participate in tax sheltered annuity programs in accordance with the Internal Revenue Code, the California Revenue and Taxation Code, and the guidelines approved by the County Counsel of Solano County.

4810.8 Salary

Salaries shall be based on the salary schedule approved by the Governing Board for the current year. Prior to the Governing Board’s approval, the Meet and Confer Committee will discuss proposed increases to the salary schedule and benefit package with the Governing Board’s designated representative.

4810.9 Health and Welfare Benefits

A. Employees and dependents shall receive District paid medical, vision and dental coverage for plans currently in effect or as subsequently modified,

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adopted, or implemented in the future. The District will participate in the Medicare Program for educational administrators as stipulated by AB265, beginning July 1, 1990.

The District shall continue to pay for the current health and welfare benefit plans for employees and their dependents until such time as the District adopts a plan or plans other than those currently in effect.

- B. Benefits shall become effective as of the first day of the calendar month after which service to the District first begins.
- C. An employee may submit a medical benefit waiver request to the District. If approved by the District, the employee shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as the member participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.
- D. Employees have the option to participate in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). An employee who leaves the District after ten consecutive years of full-time service with the District is given the option to participate in the medical, dental and vision coverage through the College until such time as the employee reached retirement age provided he/she pays premiums in advance and subject to provisions of the contracts of the carriers and JPA Agreement.
- E. The District expressly reserves the right at any time to modify the above Plans, or adopt a plan or plans for benefits completely different from those identified above.

#### 4810.10 Retirement

- A. Golden Handshake Early Retirement Incentive: The District may implement the provisions of Education Code Section 87488, so long as it is operative, if the following conditions are met:
  - 1. The employees are eligible for State Teacher's Retirement System;
  - 2. The minimum number of employees, as set by the Governing Board, sign up to participate in the plan;
  - 3. Employee submits a letter prior to the beginning of the spring semester indicating when he/she wishes to retire;

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4. The retirement date is effective during the window period set by the governing board;
5. The District has certified to the chancellor, prior to the formal action becoming effective, that the net effect of the formal action will result in no costs to the State Teacher's Retirement System or the District.

This provision shall sunset in accordance with current legislation.

- B. Early Retirement Service: Employees may be considered for any other early retirement incentive bonuses that are offered by the Governing Board to other academic groups.
- C. Employee Retirement Benefits: Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Employee and his/her spouse or domestic partner shall be entitled to participate for the time period stated. Employee and/or his/her spouse or domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.
  1. Ten (10) years of medical and vision for employee and spouse or domestic partner; either ten (10) years of dental for employee and spouse or registered domestic partner or \$250 per year of service with the District to a maximum of 25 years.
  2. Eight (8) years of medical for employee and spouse or domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of \$1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and \$5,000 payment at the end of the 1<sup>st</sup> year of retirement.
  3. Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and \$10,000 payable to the employee in the 6<sup>th</sup> and 7<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).
  4. No health and welfare benefits provided but will receive \$20,000 in the 1<sup>st</sup> through 4<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).

4810.11 Life Insurance: A group insurance policy for employees shall be provided at a total cost not to exceed \$2,500 per fiscal year.



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4810.12 PERS Contributions: Effective July 1, 2004, the District will pay 100% of the employees CalPERS contribution for all employees designated as “Confidential” under the provisions of Government Code 3540.1(c). In addition, the District will pay the value of the Employer Paid Member Contributions in accordance with Government Code 20636(c)(4) pursuant to Government Code 20691.

4820 Extra Duty Assignments.

4820.1 Compensation for Extra Duty Assignments. Educational Administrators and classified managers are not paid overtime for performing duties assigned in their present job description. If extra duties, which are not included in the manager’s present job description, are assigned on a regular basis, appropriate compensation may be provided. Educational administrators and classified managers are not constrained by the usual time and productivity measurements such as eight-hour day/forty-hour week; for it is recognized that these levels of participation shall be accepted as a standard of performance by all employees designated as managers.

4820.2 Compensatory Time. Supervisory and confidential employees on the Administrative Leadership/Supervisory/Confidential Salary Schedule shall be given compensatory time (at the rate of time and a half) for performing assigned overtime duties. Assigned overtime shall be documented on the appropriate form. Compensatory time may be taken during the pay period earned or accumulated, to a maximum of 240 hours, to be taken at a later date at the discretion of the employee and with the written agreement of the employee’s supervisor.

4830 Conditions of Employment

4830.1 Work Year: The work schedule for employees is computed on a positive accounting basis and is based on a twelve-month contract of a maximum of 223 workdays. Work schedules varying from the twelve-month contract will be prorated accordingly.

4830.2 Summer Schedule: The College may be closed on Fridays during the months of June, July and part of August. Those employees on duty during these months will be expected to work the equivalent of four, ten (10) hour days per week.

4830.3 Campus Closures: In addition to the mandated holidays set forth in Board Policy 4750.2, the District may designate additional days that the campus will be closed. Additional days off may be shared on a one-for-one basis with the District.

4830.4 Vacation Plan

A. Vacation benefits are awarded on a fiscal year basis: July 1-June 30. Vacation shall be earned by employees in accordance with the schedule below (those working 223 workdays accrue vacation; those working less than 223 working days are paid for their days of vacation):

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Years of Service	223 Workdays	189 Workdays	199 Workdays	209 Workdays
1 month through 10 years	22 days/yr	0 days/yr	0 days/yr	0 days/yr
11 years through 15 years	23 days /yr	1 day/yr	1 day/yr	1 day/yr
16 years through 20 years	24 days/yr	2 days/yr	2 days/yr	2 days/yr
21 years and above	25 days/yr	3 days/yr	3 days/yr	3 days/yr

Vacation shall be scheduled at times requested by the employee and mutually agreed upon by the employee and the supervisor. Prior to taking vacation, the employee must complete the request for leave form and obtain approval from the immediate supervisor.

- B. Employee is entitled to carry over up to two years worth of accrued vacation entitlement each year. However, the total number of paid vacation entitlement accrued by Employee shall not exceed two (2) years at any time. Once Employee has accrued two (2) years of unused vacation entitlement, no further vacation time shall be accrued until such time as Employee’s accrued vacation entitlement falls below two (2) years. However, if the employee has requested and has not been permitted to take earned vacation, with written documentation that the request has been denied, he/she shall be paid at time and one-half for the vacation days requested that exceed the two-year entitlement. Employees are encouraged to schedule and use vacation throughout the year.
- C. Upon separation from service, the employee shall be entitled to lump-sum compensation, at the regular rate, for all earned and unused vacation, to a maximum of a two-year vacation accrual, provided that the employee has completed six months of employment in regular status.

4830.5 New Employee Requirements: Upon assuming their duties, employees new to the District shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and are required to be fingerprinted within a 10 day period.

4830.6 Anniversary Date for Salary and Longevity: Employees shall have July 1 of each fiscal year as their anniversary date and shall receive their annual increment on that date until they have reached the top step on the salary schedule for their appropriate salary class. New employees shall be employed with the District as least six (6) months before being eligible for an initial annual increment on July 1.

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#### 4840 Evaluation

##### 4840.1 Purpose.

- A. It is the intent of the Solano Community College District that all administrative employees be evaluated to maintain and improve the quality of management and to assess and document performance. Written evaluations should normally be used to recognize and document performance and to serve as a basis for assessing performance improvement.
- B. The procedures set forth below should normally be followed in completing evaluations to facilitate an organized system of evaluation. The District recognizes, however, that there may be times in which the convenience and availability of the parties will govern the timeline and/or sequence of the evaluation process. Thus, the timelines set forth in this Manual are suggested timelines only and shall in no way invalidate an evaluation completed outside of the suggested timeline.
- C. The immediate supervisor may complete the evaluation on the prescribed form or in any other comparable format, with review by the next higher level of administration. Management evaluations are encouraged to be completed on the appropriate Solano Community College Management Evaluation Forms and include a face-to-face discussion of the evaluation with the employee being evaluated.
- D. The employee shall sign the report to indicate review and receipt of a copy. The Human Resources Department shall place the original in the employee's personnel file.

##### 4840.2 Classified, Supervisory, Confidential

- A. Probationary Personnel. The immediate supervisor shall meet with the new probationary employee to explain the evaluation process. The probationary employee should be evaluated in writing by using the Classified Management Evaluation form, or any other comparable format, at least twice during the one-year probationary period. The evaluation will be based on the employee's performance in the job categories as outlined in the job description.
- B. Non-Probationary Personnel – Classified Management. Permanent classified managers should be evaluated once every other year. Performance goals should be established each year.

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C. Evaluation Year:

First Stage: Typically by September 1 the employee shall consult with his/her immediate supervisor to develop written performance goals for the ensuing fiscal year, which shall include the following: (i) the class specification/job description; (ii) department and district goals; (iii) performance goals for the position in which the employee is serving; and (iv) the major job categories in which the employee will be evaluated.

Second Stage: The performance goals should normally be reviewed (updated, revised, etc.) by March 1.

Third Stage: The evaluation shall typically be completed by the immediate supervisor and discussed with the employee no later than June 1 of the evaluation year.

D. Non-Evaluation Year:

First Stage: The employee in consultation with the immediate supervisor shall develop performance goals for the ensuing year normally no later than September 1. The performance goals shall include class specifications/job description, department and district goals.

Second Stage: At the end of the fiscal year, the employee in consultation with the supervisor shall review the results, outcomes, and achievements of the performance goals.

4840.3 Educational Administrators

A. Frequency

1. New Educational Administrators: An individual selected to fill a position as an educational administrator will be issued an employment contract and should be evaluated by his/her immediate supervisor at least once each year in the first two years of employment.
2. Continuing Educational Administrator: An individual who has been employed as an educational administrator for more than two years should be evaluated by his/her immediate supervisor in writing at least once every two years.

B. Evaluation Components: The evaluation shall be composed of four components: an evaluation by the immediate supervisor, a self-evaluation, a peer evaluation, and a subordinate evaluation.

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1. Immediate Supervisor Evaluation
  - a. The immediate supervisor and evaluatee will discuss the evaluation criteria which shall be consistent with the strategic plan and agreed-upon goals, objectives and methods of achievement.
  - b. The immediate supervisor will evaluate the educational administrator on: goals, objectives, and performance methods; and on each evaluation criteria noted in C. below. The formal evaluation document will include a narrative on each criteria.
2. Self-Evaluation:
  - a. On each evaluation criteria noted in C. below, the evaluatee shall evaluate his/her own success in meeting the set goals and objectives and his/her performance method.
  - b. The evaluatee shall prepare a narrative response on each criteria and forward to the immediate supervisor.
3. Subordinate Evaluation:
  - a. Procedure
    - i. The immediate supervisor is responsible for the coordination of the subordinate evaluation process.
    - ii. The immediate supervisor and the evaluatee shall meet to discuss and agree to the evaluation participants.
    - iii. The immediate supervisor will distribute the Scantron evaluation instrument to those individuals described in (b) below. All evaluation instruments received by the deadline date that are assigned by the evaluator will be compiled into a statistical report for the purpose of inclusion into the supervisor's performance evaluation.
    - iv. It is the immediate supervisor's responsibility to assess the validity of unsubstantiated negative comments so the evaluation is truly accurate, representative and constructive. In addition, the immediate supervisor is responsible to secure the confidentiality of the information. Only the statistical analysis will be shared with the evaluatee.

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- v. The immediate supervisor will meet with the evaluatee to share the statistical analysis of the Scantron evaluation responses. The purpose of this meeting is to review the analysis, provide an opportunity to ask questions, and to respond to feedback.

b. Subordinate Evaluation:

All regular managers, faculty, classified staff who report directly to the evaluatee will have the opportunity to participate. Adjunct faculty may participate if mutually agreed to between the evaluatee and the immediate supervisor.

If there are few faculty and classified staff that report directly to the evaluatee, others who have frequent contact with the evaluatee in the performance of their duties will be invited to participate. These faculty/staff members will be mutually agreed to between the evaluatee and the immediate supervisor.

When appropriate, students may also participate if they have direct contact with the evaluatee on a regular basis. Participation will be agreed to between the evaluatee and the immediate supervisor.

4. Composite Evaluation and Performance Conference: Following completion of the above components, the immediate supervisor shall prepare a composite evaluation that includes his/her evaluation of the evaluatee, the peer and subordinate evaluation responses, and the evaluatee's self-evaluation. The evaluation shall also include the following:

- Recognition and acknowledgement of outstanding performance
- Identify satisfactory and unsatisfactory performance
- Clarify job expectations and develop a prioritization of responsibilities where needed
- Identify needed improvement in performance

The immediate supervisor shall meet and discuss the composite evaluation with the evaluatee and forward a copy to the Superintendent/President and a copy to the Director of Human Resources for placement in the evaluatee's personnel file. The evaluatee may write a response to the composite evaluation to be placed in his/her personnel file. Less-than-satisfactory evaluations are encouraged to be accompanied by a performance improvement plan.

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C. Evaluation Criteria: The evaluation criteria should include, but shall not be limited to, Communication Skills, Leadership Skills, Human Relations, Management and Administrative Skills, and Professional Knowledge.

D. Suggested Evaluation Timeline

July 1 – Sept. 1\* Immediate Supervisor and evaluatee discuss and agree upon goals, objectives and methods of achievement. The educational administrator should attempt to complete in writing performance goals and objectives in consultation with his/her immediate supervisor by September 1 of the evaluation year.

Sept. 1 – Nov. 1\* Evaluatee completes self-evaluation.

Sept. 1 – Nov. 1\* Peer and subordinate evaluation process completed

Nov. 1 – Nov. 15 The immediate supervisor should attempt to complete the composite evaluation and discuss it with the educational administrator.

Nov. 30\* Immediate supervisor submits an evaluation summary to the Superintendent/President.

4850 Promotion/Reassignment/Transfer/Reclassification/Renewal

4850.1 Promotion

Promotion means the appointment or reassignment of an employee to a position with a higher classification. The manager being considered for promotion must meet the requirements of the new position.

The Board retains discretion to promote an administrative employee to a new position at any time during the year with an effective date of promotion as established by the Board, subject only to the employee’s acceptance of the promotion. When an employee is appointed to a position which clearly represents a promotion from his/her present position, he/she will be placed on the new range at the step which provides at least a one step salary increase, if the salary for the new classification permits this increase. Those employees who have a minimum of six years of service to the District are to be placed on the step that provides no less than a two-step salary increase, if the salary for the new classification permits this increase.

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When a promotion results in an increase or decrease in the number of days worked per year, the above-stated increases shall be calculated based on the employee's daily rate of pay.

The above promotion salary placement shall apply to both permanent and temporary positions including acting management appointments.

#### 4850.2 Reassignment

##### A. Temporary Reassignment

An employee may be selected to assume the duties and responsibilities of a higher-level management classification on a temporary basis. The designated employee shall be notified in writing of such action by the Superintendent/President and shall be requested to perform all duties pertaining to that classification. As a result, his/her salary shall be adjusted temporarily to the classification in which he/she is working for the time period designated, effective on the first day of temporary assignment.

##### B. Permanent Reassignment

Requests for reassignment of employees may be initiated by the employee, by the Superintendent/President, or by the employee's immediate supervisor.

##### 1. Employee Requests for Reassignment

An employee may request reassignment by informing his/her immediate supervisor, in writing, no later than December 31 of the year preceding the effective date of the reassignment. All requests for reassignment shall be forwarded to the next higher level of supervision and shall include each supervisor's written recommendation prior to being submitted to the Superintendent/President.

The employee shall be given a written response within thirty (30) calendar days after the Superintendent/President receives the request.

The effective date of reassignment shall be July 1 of the subsequent year, unless earlier, as established by the District pursuant to the Education Code.

##### a. Educational Administrators

- i. Educational Administrators who, prior to October 1, 1986, were promoted from the faculty bargaining unit and Deans promoted from the faculty bargaining unit



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after October 1, 1986, shall be reassigned back to the bargaining unit upon their request for such reassignment.

- ii. Educational administrators who were hired from outside the District and have not been members of the faculty bargaining unit, and educational administrators, other than Deans, who were promoted from the faculty bargaining unit after October 1, 1986, may be reassigned to the faculty bargaining unit, within their discipline, upon request for reassignment pursuant to the above general provisions. Such requests may be granted by the Superintendent/President if he/she finds that the best interests of the District would be served by the granting of the request.

b. Classified Management Employees

Classified management employees may be reassigned back into the classified bargaining unit, within a classification in which they are competent to serve, upon their request for reassignment made pursuant to the above general provisions. Such request may be granted by the Superintendent/President if he/she finds that the best interests of the District would be served by the granting of the request.

2. Reassignment Initiated by Superintendent/President or Immediate Supervisor

a. Educational Administrators

A tenured employee, when assigned from a faculty position to an educational administrator position or assigned any special or other type of work or given special classification or designation, shall retain his/her status as a tenured faculty member (Education Code section 87454). All persons employed in an educational administrative position before July 1, 1991, will be subject to rules and regulations regarding assignment to a non-administrative position that were in practice as of June 30, 1991.

- i. Reassignment During Term of Contract/Appointment  
Administrative employees serve at the pleasure of the Governing Board. As such, administrative employees may, upon recommendation by their immediate

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supervisor or by the Superintendent/President, be released from his/her administrative position during the term of their administrative contract or appointment for any reason satisfactory to the Board, and reassigned to any administrative or faculty duties as determined by the Board for the remainder of his/her contract or appointment period. Nothing in the District's policies shall be deemed to grant any administrative employee any due process or property rights in their immediate position or in any other administrative position with the District.

The District shall provide written notice of reassignment to the employee at least ninety (90) days in advance of the reassignment date. If an educational administrator is involuntarily reassigned, there shall be no loss of salary and/or insurance benefits to the individual affected for the remainder of the fiscal year in which the reassignment is made.

- ii. Reassignment at End of Contract/Appointment: Upon the expiration of an administrative employee's contract or appointment, the District may reemploy the employee in his/her administrative position in accordance with Education Code section 72411. Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy the employee in an administrative position beyond the final date of the expiration date.
  - a. The District shall notify employee of the District's decision not to reemploy the employee by March 15 of the final year of the contract or appointment for a contract of one year or less, and for a contract with a term of more than one year, the notice of termination shall be at least six months prior to the end of the contract, which shall constitute the sole and exclusive notice to which the Employee is entitled. In the absence of such notice not to reemploy, the employee shall be deemed to be reemployed by appointment for one year. Any extension of an administrative

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employee's contract for a term of more than one (1) year must be in writing.

- b. Upon release from an educational administrator position, educational administrators shall be reassigned to a position in the faculty bargaining unit; shall be granted year-for-year credit on the salary schedule for each year of employment with the District (effective on the first day of the fiscal year following the reassignment), and shall receive credit for prior service, seniority rights, and tenure rights.
  
- c. A person employed in an educational administrative position who is not part of the classified staff, who is hired after June 30, 1991, and who has not previously acquired tenure status as a faculty member shall have the right of assignment as a first-year probationary faculty member once his/her administrative assignment ends, or the educational administrator's request for assignments approved, if all of the following apply:
  - (1) The educational administrator holds a credential/faculty service area in the discipline of the assignment or meets the minimum qualification or equivalencies for the discipline to which he/she will be assigned as delineated in the Academic Senate/District approved list of minimum qualifications and equivalencies.
  
  - (2) The educational administrator has completed at least two years of satisfactory service, including any time previously served as a faculty member in the District.

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**ADMINISTRATIVE EMPLOYEES (Continued)**

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- (3) The termination of the educational administrative assignment is for any reason other than dismissal for cause.
- (4) The educational administrator has expressed in writing to the College President his/her request to be reassigned to a faculty position, including the disciplines or services for which he/she is qualified.
- (5) No full-time instructor, neither tenured nor probationary, shall be laid off by the reassignment of an educational administrator to the discipline.
- (6) The College President shall have conferred with the division deans prior to the reassignment to recommend the assignment most advantageous to the District and to the individual requesting reassignment.
- (7) The Governing Board shall have provided the Academic Senate with the opportunity to present their views to the Governing Board before the Board makes the decision to reassign the educational administrator.

- d. The written record of the decision, including the views of the Academic Senate, shall be available for review.

References/Authority: Education Code 87454, 87458

b. Classified Administrators/Confidential Employees

- 1. Classified employees may be reassigned from their management position to a position within the classified bargaining unit, pursuant to the provisions of Education Code Sections 88001 and 88013, upon

## SOLANO COMMUNITY COLLEGE DISTRICT

### ADMINISTRATIVE EMPLOYEES (Continued)

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recommendation by their immediate supervisors or by the Superintendent/President.

2. Classified management employees shall be assigned to a position in the appropriate bargaining unit and, upon reassignment to the bargaining unit, will receive credit for prior service and seniority rights. (This must be negotiated with the bargaining unit.)

Classified employees who are reassigned based on lack of work or lack of funds shall receive a written notice of reassignment at least ninety (90) days in advance of the reassignment date.

4850.3 Transfer: Employees may request to move laterally to another management position either within or across classification lines. Consideration shall be given to such factors as comparable duties and responsibilities, levels of compensation, minimum qualifications, and employee performance. Should a position vacancy be opened to standard recruitment and selection procedures, applicants for transfer shall be considered along with other candidates. All applicants meeting the minimum qualifications will be interviewed for the position.

4850.4 Reclassification Requests: A reclassification may be requested by an employee when there is an increase in the complexity of duties and the increased level of responsibilities being performed by the employee in the position. Reclassification requests shall be submitted in writing to the supervisor by the employee. All requests for reclassification shall be forwarded to the next higher levels of supervision and shall include each supervisor's written recommendation prior to being submitted to the Superintendent/President in accordance with Board policy 4730 of the Solano Community College Policies and Procedures.

Reclassification requests may be submitted only once every two (2) years, and requests submitted shall be acted upon no later than three (3) months from the date received by the immediate supervisor.

4860 Appeal Procedure

Administrative employees shall have the right to participate in the complaint procedure set forth in Board Policy No. 4280. A record of individual appeals, grievances and decisions relating thereto will be maintained in a file separate from the employee's personnel file.

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4870 Separation from the District/Disciplinary Action

4870.1 Resignation/Retirement: Requests for resignation or retirement will be submitted in writing to the Superintendent/President. The request for resignation/retirement is then submitted to the Governing Board for approval.

4870.2 Reduction in Staff: The Governing Board reserves the right to reduce staff and/or abolish a position or positions. This action may result in the release or reassignment of personnel.

A. Educational Administrators

Educational administrators shall be subject to reassignment or termination of services as provided for in Section 87743 of the Education Code. The order of reassignment or layoff shall be determined based on seniority ranking, by program. In cases where two or more employees have identical circumstances based on the above criteria, the date on which the initial paid service was rendered will determine the seniority ranking.

Educational administrators released as a result of the above reduction in District workforce procedures will maintain a thirty-nine (39) month residual interest for reemployment when and if the District hires additional employees.

B. Classified Administrators

Classified management personnel (Article 4800.22, above) shall be subject to layoff for lack of work or lack of funds in accordance with applicable law. For multiple position classifications, the order of layoff within the class shall be determined by length of service. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff as long as the employee meets the requirements of the position.

Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants, in accordance with applicable law and Board policies.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be placed on a sixty-three (63) month reemployment list and shall be eligible when a classified vacancy occurs, to return to a position in his/her former job classification or to positions with increased assigned time, in seniority order without being subject to testing of any kind.

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### ADMINISTRATIVE EMPLOYEES (Continued)

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#### 4870.3 Discipline/Dismissal:

- A. Disciplinary Action means action taken by the Superintendent or Governing Board as a punitive measure for misconduct. The term “disciplinary action,” as contemplated by this section, shall not include action taken by the Board pursuant to its general authority under law that is not intended to be punitive in nature, but rather is taken in light of the best interests of the District, such as reassignment to another position, modification of job duties, or election not to extend an employee’s contract, whether or not such action is taken subsequent to or concurrent with issues regarding an employee’s performance.
- B. Educational Administrators
1. During the term of his/her contract or appointment, the grounds and procedures for the imposition of penalties or the dismissal from employment of an Educational Administrator, if holding tenure as a faculty member, shall be in accordance with the provisions of the Education Code applicable to faculty members (Article 4 (commencing with Section 87660) and Article 6 (commencing with section 87730) of Chapter 3, Part 51 of Division 7).
  2. If the Educational Administrator does not hold tenure as a faculty member, the grounds for dismissal from employment or imposition of penalties during the term of his/her contract or appointment shall be for breach of contract, unsatisfactory evaluation, physical or mental inability to perform, or any ground enumerated in Education Code sections 87732 or 87735.
    - a. During the term of his/her contract or appointment, the District shall not terminate an untenured Administrator’s contract or appointment, his/her employment with the District, or otherwise impose any other penalties unless a written statement of the grounds for termination has first been served upon the affected administrator.
    - b. The administrator shall be given a reasonable opportunity to address the concerns raised in the statement of grounds, prior to final Board action, either in writing or in a conference with the Superintendent-President. The Administrator shall have the right to have a representative of his/her choice at his/her expense at the conference with the Superintendent/President. The conference with the Superintendent/President, as the District’s designee, shall constitute the Administrator’s exclusive right to any hearing otherwise required by law. However, the Board may, at its discretion, allow the

## SOLANO COMMUNITY COLLEGE DISTRICT

### ADMINISTRATIVE EMPLOYEES (Continued)

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Administrator to address the Board prior to it taking final action on terminating the Agreement, terminating the employment of the Administrator with the District, or imposing any other penalties.

#### C. Classified Management (4800.2(B) above)

1. A Classified Management employee who has attained permanency may be dismissed for cause from his/her employment with the District under the procedures and for any of the grounds applicable to non-administrative classified employees, as established in Board Policy 4770 et seq. and the appropriate classified collective bargaining agreement, if applicable.
2. A Classified Management employee under a contract or specific appointment, during the term of said contract or appointment, may be disciplined or dismissed from his/her Classified Management position for breach of contract (if applicable), an unsatisfactory evaluation, physical or mental inability to perform, the failure to perform assigned duties and responsibilities, as well as any of the grounds set forth in Board Policy 4770.2. In addition, conduct endangering the health or well being of students, staff or others, shall be cause for immediate suspension or suspension leading to dismissal.
  - a. The District shall not dismiss an employee from his/her Classified Management position or otherwise impose any other penalties during the term of his/her contract or appointment, unless a written statement of the grounds for termination has first been served upon the affected administrator.
  - b. The administrator shall be given a reasonable opportunity to address the concerns raised in the statement of grounds, either in writing or in a conference with the Superintendent-President.
  - c. The Administrator shall have the right to have a representative of his/her choice at his/her expense at the conference with the Superintendent/President.
  - d. The conference with the Superintendent/President, as the District's designee, shall constitute the Administrator's exclusive right to any hearing otherwise required by law.



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- D. Probationary Classified Management and Classified Management employees not employed by an express appointment or contract serve in his or her administrative assignment at the pleasure of the Board and may be terminated in the discretion of the Board.

4870.4 Maximum Cash Settlement

In accordance with Government Code section 53260 and 53621, in the event of a material breach in termination of this Contract, the parties agree that any cash settlement shall not exceed the sums due as total compensation for the unexpired term of this Contract. However, if the unexpired term of the Contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any such settlement shall not include any other non-cash items except health benefits, which may be continued for the same duration of time as covered in the settlement or until the employee finds other employment, whichever occurs first.

4880 LEAVES OF ABSENCE

4880.1 Sick Leave: Employees shall earn 1.2 days sick leave for each month worked each year. Sick leave may be accumulated without limitation and may be transferred to or from any District in California, as provided by law. The District reserves the right to require medical verification for any absence of more than three consecutive days that is charged as sick leave.

4880.2 Long-term Illness Leave: Employees shall be entitled to long-term illness leave in accordance with applicable law in effect at the time of the leave, including applicable provisions of the Education Code and applicable provisions of Family and Medical Leave Act of 1993.

4880.3 Personal Necessity : Employees shall be entitled to use five (5) days of their annual sick leave entitlement for personal necessities. Personal necessity leave shall be granted upon request of the employee. The employee shall notify his or her immediate supervisor in advance of his or her intended absence except in the case of death, serious illness or accident.

4880.4 Emergency Leave: One day of emergency leave may be taken which will not be charged against the annual sick leave entitlement.

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### ADMINISTRATIVE EMPLOYEES (Continued)

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#### 4880.5 Catastrophic Leave/Leave Donation:

##### A. Eligibility:

1. Permanent employees who have exhausted all paid leaves (sick leave, regular and extended; vacation, floating holidays, emergency days, compensatory time and holidays) and have previously donated Catastrophic Leave are eligible to receive Catastrophic Leave to cover their own catastrophic illness or injury or that of a member of the employee's family (spouse, registered domestic partner, child, parent or other family member living in the household).
2. Catastrophic leave shall run concurrently with family leave.
3. Employees on catastrophic leave are not eligible to receive other district paid non-workdays (i.e., spring and holiday breaks).

##### B. Criteria for Approval:

1. A catastrophic illness or injury is one which totally incapacitates the employee from work or totally incapacitates an employee's spouse, registered domestic partner, child, parent or other family member living in the household and which requires the employee to take time off from work for an extended period of time to care for that family member, and which 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.
2. Catastrophic illness or injury may include, but is not limited to, heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery and/or treatment for life threatening illness or hospitalization as a result of a severe automobile or other accident.
3. Any mental stress related illness shall be excluded.

##### C. Requesting Catastrophic Leave:

1. The employee must complete a catastrophic leave request form, attach medical verification from a licensed physician which defines the catastrophic illness or injury (including an estimated date of return), and submit all documentation to the Human Resources Department.
2. The employee is entitled to receive all hours donated at the time of solicitation providing the donated leave does not exceed the actual time needed or 6 consecutive months. An employee is eligible to

## SOLANO COMMUNITY COLLEGE DISTRICT

### ADMINISTRATIVE EMPLOYEES (Continued)

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receive no more than 12 months of paid leave to include all paid leaves noted in 3.b. including catastrophic leave.

3. If the catastrophic leave is for the employee, he/she will use all paid leaves (vacation, sick leave, and floating holidays) accrued on a monthly basis while in paid leave as a result of catastrophic leave.

#### D. Catastrophic Leave Donation Eligibility:

1. A donation is granted and accepted on the basis of time for time not to include a dollar value.
2. Employees may donate accrued vacation, compensatory time, or sick leave.
3. Donation must be a minimum of eight hours initially or a proration of the average hours worked per week; may be in one hour increments thereafter to a maximum of 40 hours for each employee requesting catastrophic leave.
4. When donating sick leave, the donating employee must maintain a minimum of a two-year entitlement for his/her own illness.
5. Donations are irrevocable.
6. Employees wishing to donate must complete the appropriate form and submit it to the Human Resources Department. Catastrophic Leave donations forms are available from the Human Resources Department.
7. Leave donated and not used by the requesting employee will be banked for future employees.

#### E. Catastrophic Leave Process:

1. The Human Resources Department will verify the information submitted on the Request for Catastrophic Leave form and will forward a copy to the collective bargaining representative.
2. The catastrophic leave request will be reviewed by the bargaining unit representative and the Human Resources Department to determine if the criteria have been met.

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**ADMINISTRATIVE EMPLOYEES (Continued)**

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F. Creation of Initial Catastrophic Leave Bank:

1. Employee groups who have a catastrophic leave provision in their collective bargaining agreement or policy manual may contribute and receive benefits.
2. Eligible employees may contribute during the open enrollment period which will be the month of September (September 1 through the last working day of the month).
3. Minimum contribution rate at each annual solicitation is 8 hours or a proration of the average hours worked per year.

G. Special Solicitation:

1. After approval of a catastrophic leave request, the Human Resources Department will send a memo to bargaining unit members and other employee groups who have a catastrophic leave provision requesting donations.
2. The request for donations will not include the recipient's name and must be kept confidential unless permission is given by the employee; other information related to the request will be kept confidential.
3. A contribution during a special solicitation does not constitute enrollment in the plan.

H. Termination of Leave:

1. Donated leave has been exhausted.
2. Employee has been in paid catastrophic leave status for six (6) consecutive months.
3. Resignation.
4. Service or disability retirement of the employee.
5. Death of the ill or injured person.
6. Notification by the employee that the bank utilization is no longer needed.

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### ADMINISTRATIVE EMPLOYEES (Continued)

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#### 4880.6 Industrial Accident or Illness Leave

Employees are eligible for a leave of absence or industrial accident or illness arising out of and in the course of employment. The injury or illness must be accepted by the State Compensation Insurance Fund. When a person is absent from his/her duties because of an industrial accident or illness, he/she shall be paid such portion of salary due for any month which will result in a payment of not more than his/her full salary. Employees are allowed sixty (60) working days of worker's compensation leave for any one accident or illness. After sixty (60) working days, that portion of the day not paid by worker's compensation is charged to accumulated sick leave and/or vacation.

4880.7 Bereavement Leave: The District agrees to grant necessary leave of absence with pay at the employee's regular rate, not to exceed three days or five days of out-of-state travel or if travel is in excess of 200 miles one way on account of death of any member of the immediate family member of the employee or employee's spouse or registered domestic partner. An additional three to five days will be allowed for death of the employee's spouse, registered domestic partner, parent or child. Members of the immediate family shall mean the mother, father, son, daughter, brother, sister, aunt, uncle, niece, nephew, grandfather, grandmother, or grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, foster parent, stepparent, stepchildren, or any person living in the immediate household of the employee. Leaves may be granted to the employee by the Superintendent/President or designee for any individual not listed herein.

4880.8 Community Service Leave: The Governing Board encourages employees to become active community participants. When an employee holds a responsible position on a community group or organization, and is elected to represent his/her organization in a regional or state conference, the employee may be granted one leave of absence per school year, not to exceed three days, to attend this conference without loss of pay.

4880.9 Jury Duty: An employee ordered to appear in court (personal business excluded) will receive full salary less an amount equal to fees received for jury services or appearances as a witness under subpoena. Court appearance for personal business will be covered under personal necessity leave.

4880.10 Family Leave: In accordance with applicable law, including the Family and Medical Leave Act of 1993, an employee may request unpaid leave to care for the birth of a child of the employee, to care for a new born child or adopted child, to care for the employee's seriously ill parent, child or spouse, registered domestic partner, and/or serious illness of the employee. The employee will use accrued sick leave if the leave is taken for the employee's own serious health condition. The employee also may use accumulated sick leave in cases of serious illness of a spouse, registered domestic partner, parent or child. The use of vacation, floating holidays, compensatory time and sick leave used for the purposes noted above is considered family leave.

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### ADMINISTRATIVE EMPLOYEES (Continued)

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An employee who is pregnant or is preparing to adopt a child shall be granted, upon request, an unpaid leave at any time between the commencement of pregnancy or actual placement of an adopted child in the home and one (1) year after a child is born or adopted. The employee shall notify the College in writing of his/her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The District may request a physician's statement certifying pregnancy or a copy of the birth certificate of the child, whichever is applicable. An employee who is pregnant may continue in active employment as late into pregnancy as she desires, provided that she determines that she is physically able and her physician determines that she is medically able. Any portion of a leave taken by an employee because of the medical disability connected with or resulting from her pregnancy may be taken as sick leave.

4880.11 Management Leave: Management leave is provided for all persons on the Administrative Leadership/Supervisory/Confidential Salary Schedule except for those employees who are classified as Supervisory or Confidential. Management leave is non-accumulative and requires the permission of the individual's supervisor. Management leave may be taken in conjunction with paid holidays and vacation time. Management leave is accrued as follows:

1. Five (5) days for a 223-day work year.
2. Three (3) days for a 209-day work year.

4880.12 Military Leave: An employee shall be granted military leave as required by the California Education Code and the Military and Veteran's Code.

4880.13 Professional Growth Leave:

A. Educational Administrators/Classified Managers

Educational administrators and classified managers may make application to his/her supervisor for a paid leave of absence for a period not to exceed forty (40) working days duration, consecutively or non-consecutively, after completion of four (4) or more years of service on a management position with the District. The leave may be used for either travel or study which is designed to benefit the College and students of the District.

The employee may combine the forty (40) days professional growth leave with unused vacation time to permit a maximum leave of sixty (60) working days.

Another option for professional growth is the sabbatical leave, traditionally available to certificated employees. Educational administrators and classified managers may become eligible to apply if they have completed six (6) years

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### ADMINISTRATIVE EMPLOYEES (Continued)

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of employment with the District, two (2) of which must be as an educational administrator or classified manager. These leaves are in addition to those granted to faculty.

An employee granted sabbatical leave shall remain in the employ of the District for at least two (2) years following the year in which the leave was awarded or the amount of salary paid during the leave shall be reimbursed to the District. An exception may be made in the event of death or serious illness.

All professional growth leaves will be submitted to the Superintendent/President for recommendation.

#### B. Confidential and Supervisory

1. An unpaid leave of absence may be granted to any confidential or supervisory employee by the Governing Board for the purpose of personal education. The employee must submit a letter requesting leave along with written justification for undertaking the educational program, an outline of the work to be accomplished, and the name of the educational institution where the course work will be taken.

a. Full-time Educational Leave: A full-time educational study leave may be granted to an employee who has worked for the District for five (5) consecutive years for a maximum of length of one (1) year.

b. Part-time Educational Leave: A part-time educational study may be granted to an employee who has worked for the District for three (3) consecutive years. A part-time leave shall not exceed twenty (20) hours per week for a maximum of one year.

2. A confidential or supervisory employee may be granted released time by the supervisor to attend one class, each fiscal year, offered by Solano Community College. This course must be job-related, as determined by the supervisor. Such released time shall not exceed three hours per week.

C. Any leave of absence granted under this policy shall not be deemed a break on service for any purpose, except that such full-time leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, not shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided in this agreement. Part-time leaves shall be prorated as are leaves and all benefits.

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**ADMINISTRATIVE EMPLOYEES (Continued)**

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4880.14 Unpaid Leave of Absence: An employee may, at the Discretion of the District, be granted a leave of absence for purposes satisfactory to the District. If granted, a leave will be without compensation and shall generally be for a period not to exceed one (1) academic year. An employee may continue to participate in the health and welfare benefits including medical, dental and vision care by paying the appropriate monthly premium(s) one month in advance to the Administrative and Business Services Office.

**REFERENCES/**

**AUTHORITY:**

California Education Code, Sections 72411, 87488, 87454, 87458, 87732, 87735, 87743, 88001, and 88013

California Education Code applicable to faculty members (Article 4 (commencing with Section 87660) and Article 6 (commencing with section 87730) of Chapter 3, Part 51 of Division 7.

California Revenue and Taxation Code

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

County Counsel of Solano County guidelines

Family and Medical Leave Act of 1993

Government Code, Sections 3540.1(c), 20636(c)(4), 20691, 53260, 53621

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Internal Revenue Code and Section 125 Flexible Benefit Plan

Military and Veteran's Code

Solano Community College District, Board Policies 4280, 4730, 4750.2, 4770, and 4770.2

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BP 4800

**ADOPTED:** May 18, 2005



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Appendix A

SOLANO COMMUNITY COLLEGE DISTRICT

Educational Administrator Employment Contract

1. **INTRODUCTION**: This Contract for Employment (“Contract”) is mutually entered into by and between the Solano Community College District (“District”) and \_\_\_\_\_ (“Employee”) pursuant to the provisions of California Education Code section 72411 to establish the terms and conditions for the Board to retain Employee to provide services as described herein.
2. **POSITION**: Subject to the terms and conditions stated in this Contract, Employee is assigned to the position of \_\_\_\_\_. Employee understands that his/her employment in this administrative position is based upon trust, confidence, and anticipated cooperation and support in furtherance of the management of the District.
3. **TERM OF EMPLOYMENT**: Subject to the terms and conditions stated herein, Employee’s term of employment shall be for a period of \_\_\_\_\_ year[s] commencing \_\_\_\_\_ and ending on June 30, \_\_\_\_\_.” Upon the expiration of this Contract, the District may reemploy Employee in his/her administrative position in accordance with Education Code section 72411 and Board Policy No 4850.2(B)(2)(a)(ii). Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy the Employee in an administrative position beyond the Contract’s expiration date. The District shall notify Employee of the District’s decision not to reemploy the Employee by March 15 of the final year of the Contract for a contract of one year or less, and for a contract with a term of more than one year, the notice of termination shall be at least six months prior to the end of the contract, which shall constitute the sole and exclusive notice to which the Employee is entitled. In the absence of such notice not to reemploy, the Employee shall be deemed to be reemployed by appointment for one year. Any extension of this contract for a term of more than one (1) year must be in writing. Any oral agreements to the contrary are of no force or effect.
4. **SALARY**: Employee shall be paid salary on a monthly basis according to the appropriate Salary Schedule.
  - a. Employee shall initially be placed on the Administrative Leadership/Supervisory/Confidential Salary Schedule, Range \_\_\_/Step\_\_\_.
  - b. The salary schedule is based on 223 duty days of service per year, excluding annual vacation and paid holidays. Employee shall ordinarily be paid monthly in twelve equal payments on the last working day of the month in accordance with provisions of the applicable salary schedule. However, if Employee works for less than 223 days per year, the salary shall be based on a proration of the actual days of service to 223 days. In addition, should Employee work less than twelve

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**ADMINISTRATIVE EMPLOYEES (Continued)**

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(12) months, he/she may be paid in either twelve equal installments or for actual months worked.

- c. Advancement on the salary schedule shall be implemented as described in the District policies. Salary to be paid during any term of this Contract may be increased during the term of Contract by the District.
- d. Employee shall have July 1 of each fiscal year as an anniversary date and shall receive any annual increment on that date until reaching the top step on the salary schedule for the appropriate salary class. Employee must be employed with the District as least six (6) months before being eligible for an initial annual increment on July 1.

5. **VACATION:** Vacation benefits are awarded on a fiscal year basis from July 1-June 30. Employees shall accrue vacation in accordance with the schedule below:

<u>Years of Service</u>	<u>223 Workdays*</u>	<u>189 Workdays**</u>	<u>199 Workdays**</u>	<u>209 Workdays**</u>
1 month through 10 years	22 days/yr	0 days/yr	0 days/yr	0 days/yr
11 years through 15 years	23 days/yr	1 day/yr	1 day/yr	1 day/yr
16 years through 20 years	24 days/yr	2 days/yr	2 days/yr	2 days/yr
21 years and above	25 days/yr	3 days/yr	3 days/yr	3 days/yr

\* Employees working 223 working days shall accrue vacation time.

\*\* Employees working less than 223 working days shall be paid for their days of vacation.

- a. Vacation shall be scheduled at times mutually agreed upon by Employee and the supervisor. Prior to taking vacation, Employee must complete the request for leave form, obtain verification of available vacation time from the Human Resources Department and obtain approval from his/her immediate supervisor.
- b. Employee is entitled to carry over up to two years worth of accrued vacation entitlement each year. However, the total number of accrued paid vacation days shall not exceed the vacation entitlement for two (2) years at any time. Once Employee has accrued two (2) years of unused vacation entitlement, no further vacation time shall be accrued until such time as Employee’s accrued vacation entitlement falls below two (2) years. However, if the employee has requested and has not been permitted to take earned vacation, with written documentation that the request has been denied, he/she shall be paid at time and one-half for the vacation days requested that exceed the two-year entitlement. Employees are encouraged to schedule and use vacation throughout the year.
- c. Once Employee has completed six months of employment in regular status, Employee shall be entitled upon separation from service to a lump-sum

## SOLANO COMMUNITY COLLEGE DISTRICT

### ADMINISTRATIVE EMPLOYEES (Continued)

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compensation, at the regular rate, for all earned and unused vacation, up to a maximum of a two-year vacation accrual.

#### 6. **SICK LEAVE:**

Employee shall earn 1.2 days sick leave for each month worked per year. Sick leave may be accumulated without limitation and may be transferred to or from any District in California, as provided by law. The District reserves the right to require medical verification for any absence of more than three consecutive days that is charged as sick leave.

Employee shall be entitled to use five (5) days of his/her annual sick leave entitlement for personal necessities. Personal necessity leave shall ordinarily be granted upon request of Employee, provided it meets the standards of the Education Code. Employee shall provide to his/her immediate supervisor reasonable notice in advance of the intended absence except in the case of death, serious illness or accident.

#### 7. **BENEFITS:**

- a. Beginning on the first day of the calendar month after which service to the District first begins, and continuing during the term of this Contract, Employee and his/her dependents shall be entitled to receive District-paid medical, vision and dental coverage under plans currently in effect, or as subsequently modified, adopted, or implemented in the future. Employee is entitled to participate in the Medicare Program for educational administrators, as provided for by AB265.
- b. In lieu of District-paid benefits, an employee may submit a medical benefit waiver request to the District. If approved by the District, the employee shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as the member participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.
- c. **COBRA Benefits:** Employee has the option of participating in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If Employee leaves the District after completing ten consecutive years of full-time service, Employee shall be given the option to continue medical, dental and vision coverage through the District until such time as Employee reaches retirement age provided he/she pays premiums in advance and subject to provisions of the contracts of the carriers and JPA agreement.
- d. The District expressly reserves the right at any time to modify the above plans, or adopt a plan or plans for benefits completely different from those identified above.

SOLANO COMMUNITY COLLEGE DISTRICT

ADMINISTRATIVE EMPLOYEES (Continued)

4800

8. FRINGE BENEFITS

- a. Career Increments: A career increment is an amount paid an employee in recognition of total years of full-time paid regular service as a District employee. Earned career increments will be added to Employee’s annual salary beginning July 1 after Employee has reached the increment level. The career increment shall not be paid to Employee while on an unpaid leave of absence. Time spent on an unpaid leave or in special hourly employment shall not be included in calculating years of service.

<u>Years of Service</u>	<u>Annual Increment</u>
10 years	\$1000.00
15 years	\$1200.00
19 years	\$1500.00
20 years	\$1600.00
25 years	\$2300.00
29 years	\$3000.00

- b. Stipend for Doctorate Degree: Employee shall receive an additional stipend of \$2,400 upon possessing or obtaining an earned doctorate from an accredited institution. Accredited institutions are those recognized by the six (6) regional accrediting commissions, state and federal licensing agencies for specialized programs, those listed in publications showing recognized for higher education institutions and those institutions recognized by the California Community College Division of Credentials. The Juris Doctorate (J.D.) Degree consisting of a minimum of a three-year graduate level program granted by an accredited institution will be recognized as an earned doctorate.
- c. Travel and Transportation: Employee shall be entitled to reimbursement for the actual cost of approved travel expenses, including lodging, meals, airplane, railroad, private vehicle travel, registration fees, incidental travel expenses, and mileage rates as set annually by the Governing Board.
- d. Life Insurance: A group insurance policy for Employee shall be provided at a total cost not to exceed \$2,500 per fiscal year.
- e. Tax Sheltered Annuities: Employee may submit a medical benefit waiver request to the District. If approved by the District, Employee shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as Employee participates in the District’s IRC 125 Flexible Benefit Plan. Participation and reinstatement to a District health plan is subject to the approval of the carrier.

## SOLANO COMMUNITY COLLEGE DISTRICT

### ADMINISTRATIVE EMPLOYEES (Continued)

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f. Golden Handshake/Early Retirement Incentive:

- 1) The District may implement the provisions of Education Code Section 87488, so long as it is operative, if the following conditions are met:
  1. Employee is eligible for State Teacher's Retirement System;
  2. The minimum number of employees, as set by the Governing Board, sign up to participate in the plan;
  3. Employee submits a letter prior to the beginning of the spring semester indicating when he/she wishes to retire;
  4. The retirement date is effective during the window period set by the governing board;
  5. The District has certified to the chancellor, prior to the formal action becoming effective, that the net effect of the formal action will result in no costs to the State Teacher's Retirement System or the District.
- 2) Employee shall be considered for any other early retirement incentive bonuses that are offered by the Governing Board to other academic groups.

g. Employee Retirement Benefits: Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Employee and his/her spouse or registered domestic partner shall be entitled to participate for the time period stated. Employee and/or his/her spouse or registered domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.

- 1) Ten (10) years of medical and vision for employee and spouse or spouse or registered domestic partner; either ten (10) years of dental for employee and spouse or registered domestic partner or \$250 per year of service with the District to a maximum of 25 years.
- 2) Eight (8) years of medical for employee and spouse or registered domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of \$1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and \$5,000 payment at the end of the 1<sup>st</sup> year of retirement.

## SOLANO COMMUNITY COLLEGE DISTRICT

### ADMINISTRATIVE EMPLOYEES (Continued)

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- 3) Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and \$10,000 payable to the employee in the 6<sup>th</sup> and 7<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).
- 4) No health and welfare benefits provided but will receive \$20,000 in the 1<sup>st</sup> through 4<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).

The District shall reimburse Employee for any costs, if any, incurred by Employee or his/her spouse or registered domestic partner that result from coordinating benefits with Medicare.

9. **DUTIES AND RESPONSIBILITIES:** Employee shall devote his/her time, skills, labor and attention to managing, administering and supervising the affairs of the position to which he/she is assigned, including all of the responsibilities specified in the job classification/description for the assigned position and/or as may otherwise be assigned by the Superintendent-President at the District's discretion.
10. **CONDITIONS OF EMPLOYMENT:** This Contract is subject to all applicable laws of the State of California, which are hereby made a part of the terms and conditions of this Contract. In the event the terms of this Contract conflict with any rule of law or regulation of the State of California in force on the effective date of this Contract, the applicable law or regulation shall govern.

It is further expected that the District's Board Policies shall provide guidance, structure and organization to the parties' employment relationship, to the extent said policies are not in conflict with this Contract. The guidelines contained within the Board Policies are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented.

In the event any provision of the District policies conflicts with this Contract, this Contract shall supercede and the rights and obligations of the parties under this Contract shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter that is set forth in this Contract. In the event there is any question as to whether any Board Policy is in conflict with this Contract, the District's interpretation of its own policies shall govern.

11. **EVALUATIONS:** Employee shall be annually evaluated by his/her supervisor in writing during an employee's initial term of employment. In the event the Employee is reemployed by the District beyond the term of this Contract, the employee shall be evaluated as frequently as required by applicable District policies. The evaluation components and procedure shall be followed in accordance with the general timeline set

## SOLANO COMMUNITY COLLEGE DISTRICT

### ADMINISTRATIVE EMPLOYEES (Continued)

4800

by the District and the availability of the parties. The adopted District policies and regulations regarding evaluations are intended to provide guidance for completing the evaluation process.

12. **ADMINISTRATIVE REQUIREMENTS**: Upon assuming his/her duties, Employee, if new to the District, shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and be fingerprinted within 10 days.
13. **REASSIGNMENT**: Employee may be reassigned during the term of this contract in accordance with Article 4850.2 of the Board Policies. The term "reassignment" includes the discretionary appointment to another administrative or faculty position during the term of this Contract, whether occurring at the District's discretion, upon the request of the Employee, or upon a mutual termination of this Contract. The District shall provide written notice of reassignment to Employee at least ninety (90) days in advance of the reassignment date. If Employee is involuntarily reassigned, there shall be no loss of salary and/or benefits to Employee for the remainder of the fiscal year in which the reassignment is made.
14. **EMPLOYEE TERMINATION OF CONTRACT**: Employee may terminate this Contract at any time by submitting a written request for resignation or other separation from employment with the District to the Superintendent/President, which will be forwarded to the Governing Board for consideration.
15. **HOLD HARMLESS**: Upon the written request of the Administrator, the District shall provide for the defense of any civil action or proceeding brought against the Administrator by a person or entity other than the District when the civil action or proceeding is based on an act or omission within the scope of the Administrator's employment with the District subject to the following:
  - a. The Administrator agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.
  - b. The choice of counsel is within the District's discretion.
  - c. The District is required by the Government Code to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense.
16. **SEVERABILITY**: If any term or provision of this Contract shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Contract shall remain in force and effect.

SOLANO COMMUNITY COLLEGE DISTRICT

ADMINISTRATIVE EMPLOYEES (Continued)

4800

17. **DISMISSAL OR IMPOSITION OF PENALTIES DURING THE TERM OF THE AGREEMENT:**

During the term of this Agreement, the grounds and procedures for the imposition of penalties on and/or the dismissal from employment of the administrator, if holding tenure as a faculty member, shall be in accordance with the provisions of the Education Code applicable to faculty members (Article 4 (commencing with Section 87660) and Article 6 (commencing with section 87730) of Chapter 3, Part 51 of Division 7).

If the Administrator does not hold tenure as a faculty member, the grounds for dismissal from employment or imposition of penalties during the term of this Agreement shall be for breach of contract, unsatisfactory evaluation, physical or mental inability to perform, or any ground enumerated in Education Code sections 87732 or 87735.

The District shall not terminate this Agreement, terminate the employment of Administrator with the District, or impose any other penalties during the term hereof unless a written statement of the grounds for termination has first been served upon the affected administrator. The administrator shall be given a reasonable opportunity to address the concerns raised in the statement of grounds prior to final Board action, either in writing or in a conference with the Superintendent-President. The Administrator shall have the right to have a representative of his/her choice at his/her expense at the conference with the Superintendent/President. The conference with the Superintendent/President, as the District's designee, shall constitute the Administrator's exclusive right to any hearing otherwise required by law. However, the Board may, at its discretion, allow the Administrator to address the Board prior to it taking final action on terminating the Agreement, terminating the employment of the Administrator with the District, or imposing any other penalties during the term of this Agreement.

18. **MAXIMUM CASH SETTLEMENT:** In accordance with Government Code section 53260 and 53621, in the event of a material breach in termination of this Contract, the parties agree that any cash settlement shall not exceed the sums due as total compensation for the unexpired term of this Contract. However, if the unexpired term of the Contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any such settlement shall not include any other non cash items except health benefits, which may be continued for the same duration of time as covered in the settlement or until the employee finds other employment, whichever occurs first.

19. **EXEMPT STATUS:** All educational administrators are exempt from overtime provisions of District policies and state and federal law.

20. **ENTIRE CONTRACT:** This Contract contains the entire Contract and understanding between the parties, and supercedes any prior agreements entered into between the parties



SOLANO COMMUNITY COLLEGE DISTRICT

ADMINISTRATIVE EMPLOYEES (Continued)

4800

relating to the employment of Administrator. There are no oral or written understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract. This Contract cannot be changed or supplemented orally. It may only be modified and superceded by a written instrument executed by both of the parties.

21. **NON-WAIVER**: Non-enforcement of, or exceptions made to any portion of this Contract shall not constitute a waiver of that provision of this Contract in the future. Any provision herein may only be waived in writing as an amendment to this Contract. Any such waiver shall, under no circumstances, be deemed a waiver of any other portion of this Contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on the dates indicated below.

\_\_\_\_\_  
Superintendent/President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

**APPENDIX B**

**SOLANO COMMUNITY COLLEGE DISTRICT**

*Administrative Leadership/Supervisory/Confidential 2009-10 Schedule*

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>52</b>	105,887.41	110,346.26	114,984.66	119,811.77	124,828.62	130,046.43	135,473.37
<b>51</b>	102,740.40	106,851.40	111,123.58	115,568.15	120,192.27	124,998.98	129,998.49
<b>50</b>	97,907.16	101,822.31	105,894.55	110,132.04	114,535.81	119,118.10	123,881.97
<b>49</b>	93,956.32	97,714.36	101,623.39	105,687.47	109,915.78	114,313.43	118,885.52
<b>48</b>	87,347.09	90,840.93	94,474.53	98,254.00	102,183.42	106,270.96	110,521.72
<b>47</b>	83,987.90	87,347.09	90,840.93	94,474.53	98,254.00	102,183.42	106,270.96
<b>46</b>	80,757.24	83,987.90	87,347.09	90,840.93	94,474.53	98,254.00	102,183.42
<b>45</b>	77,651.04	80,757.24	83,987.90	87,347.09	90,840.93	94,474.53	98,254.00
<b>44</b>	74,664.18	77,651.04	80,757.24	83,987.90	87,347.09	90,840.93	94,474.53
<b>43</b>	73,229.92	76,157.61	79,204.65	82,373.08	85,668.00	89,094.52	92,657.73
<b>42</b>	70,411.39	73,229.92	76,157.61	79,204.65	82,373.08	85,668.00	89,094.52
<b>41</b>	67,704.04	70,411.39	73,229.92	76,157.61	79,204.65	82,373.08	85,668.00
<b>40</b>	65,100.75	67,704.04	70,411.39	73,229.92	76,157.61	79,204.65	82,373.08
<b>39</b>	62,597.42	65,100.75	67,704.04	70,411.39	73,229.92	76,157.61	79,204.65
<b>38</b>	60,188.97	62,597.42	65,100.75	67,704.04	70,411.39	73,229.92	76,157.61
<b>37</b>	57,889.66	60,188.97	62,597.42	65,100.75	67,704.04	70,411.39	73,229.92
<b>36</b>	55,685.22	57,889.66	60,188.97	62,597.42	65,100.75	67,704.04	70,411.39
<b>35</b>	53,565.46	55,685.22	57,889.66	60,188.97	62,597.42	65,100.75	67,704.04
<b>34</b>	51,529.34	53,565.46	55,685.22	57,889.66	60,188.97	62,597.42	65,100.75
<b>33</b>	49,569.72	51,529.34	53,565.46	55,685.22	57,889.66	60,188.97	62,597.42
<b>32</b>	47,686.62	49,569.72	51,529.34	53,565.46	55,685.22	57,889.66	60,188.97
<b>31</b>	45,873.90	47,686.62	49,569.72	51,529.34	53,565.46	55,685.22	57,889.66
<b>30</b>	44,131.57	45,873.90	47,686.62	49,569.72	51,529.34	53,565.46	55,685.22
<b>29</b>	42,458.61	44,131.57	45,873.90	47,686.62	49,569.72	51,529.37	53,565.46
<b>28</b>	40,848.89	42,458.61	44,131.57	45,873.90	47,686.62	49,569.72	51,529.34

Persons possessing an earned doctorate from an accredited institution will receive an additional \$2400

**Career Increments after:**

10 years	\$1,000
15 years	\$1,200
19 years	\$1,500
20 years	\$1,600
25 years	\$2,300
29 years	\$3,000

**Career Increments (Confidential Employees) after:**

6 years	2.5%
8 years	5%
11 years	7.5%
15 years	10%

Salary schedule is based on 223 workdays.

Board Approved: 6/17/2009  
1.00% increase eff. 7/1/09

SOLANO COMMUNITY COLLEGE DISTRICT

ADMINISTRATIVE EMPLOYEES (Continued)

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**MANAGEMENT CLASSIFICATIONS**

**Range 52**

**Vice President (4)**

- Academic Affairs (1)
- Administrative and Business Services (1)
- Student Services (1)
- Technology and Learning Resources (1)

**Range 50**

Director, Human Resources (1)

**Range 49**

**Dean (8)**

- Business & Career Technical Ed (1)*
- Counseling & Special Services (1)*
- Fine & Applied Arts/Behavioral Sciences (1)
- Health, Public Safety & Family Studies (1)*
- Humanities (1)
- Math & Science (1)
- PE/Athletics (1)

**Range 48**

Director, Technology Services & Support (1)

**Range 47**

Dean, Student Development (1)

**Range 46**

**Director (2)**

- Admissions & Records (1)*
- Facilities (1)
- Financial Aid (1)*
- Fiscal Services (1)

**Range 45**

- Director, Foundation and Grants (0)
- Managing Director of Theatre Operations (1)

**Range 43**

- Director of Children's Program (1)
- Director, Public Relations, Marketing and Communications (1)
- Manager, Technology Services and Support (1)
- Program Developer , Contract Ed. & Community Services(1)

**Range 42**

- Assistant Director, Facilities (0)
- Director, Small Business Development Center (1)
- Center Director (2)**
  - Vacaville Center (1)
  - Vallejo Center (1)

**Range 40**

Director, Research & Planning (1)

**Range 38**

Chief, College Police & Public Safety (1)

**Range 37**

Staff Diversity Coordinator (0)

**Range 35**

- Bookstore Manager (1)
- Executive Coordinator (2)
- Graphic Arts Services Supervisor (1)

**Range 34**

- AmeriCorps Supervisor (0)
- MESA Director (1)

**Range 33**

**Supervisor (0)**

- Facilities (0)
- Grounds (0)

**Range 32**

**Executive Assistant (3)**

- Academic Affairs (1)
- Administrative & Business Services (1)
- Human Resources (1)

**Range 31**

Human Resources Specialist (2)

**Range 29**

Staff Assistant (0)

zg: Restructure effective 8/20/09

SOLANO COMMUNITY COLLEGE DISTRICT

ADMINISTRATIVE EMPLOYEES (Continued)

4800

*Appendix C*

**CLASSIFIED MANAGEMENT PERFORMANCE APPRAISAL  
STATEMENT OF PERFORMANCE/EXPECTATIONS AND GOALS  
Solano Community College**

Performance Appraisal For \_\_\_\_\_ Position \_\_\_\_\_  
(Name)

Instructions: This section is to be completed by the employee in consultation with his or her supervisor and is due September 1. Development of performance goals and performance appraisal is based upon class specifications/job description and should include department and district goals.

Performance Goals for non-evaluation year \_\_\_\_\_



**PERFORMANCE GOALS**

**RESULTS/OUTCOMES/ACHIEVEMENTS**

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT

ADMINISTRATIVE EMPLOYEES (Continued)

4800

Performance Appraisal For \_\_\_\_\_ Position \_\_\_\_\_  
(Name)

Instructions: This section is to be completed by the employee in consultation with his or her supervisor and is due September 1. Development of performance goals and performance appraisal is based upon class specifications/job description and should include department and district goals.

Performance Goals for evaluation year \_\_\_\_\_

To be reviewed by March 1.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Performance Appraisal For \_\_\_\_\_ Position \_\_\_\_\_  
(Name)

Instructions: This section is to be completed by the supervisor and is due to the employee by JUNE 1 of the evaluation year. Based on each major job category in the job description, please circle the letter which best describes the employee's performance. The development of job categories are to be based on the class specifications/job description, the District goals, the department goals, and the individual performance goals. These job categories are to be developed in consultation with the employee at the time the performance goals are determined and are due by SEPTEMBER 1 of the evaluation year.

**O** Outstanding Performance. Performance is of exceptional quantity and/or quality and is completed in accordance with established schedules or deadlines.

**H** Highly Effective Performance. Performance is of above average or excellent quality and is usually completed in accordance with established schedules or deadlines.

**S** Satisfactory Performance. Performance is of good quality and is usually completed in accordance with established schedules or deadlines.

**M** Marginal Performance. Performance is minimally acceptable but needs improvement.

**U** Unsatisfactory Performance. Performance is not adequate for the position.

Major Job Categories (from class specifications/job description)

(Circle one)

1. O H S M U

Comments:

2. O H S M U

Comments:

3. O H S M U

Comments:

4. O H S M U

Comments:

5. O H S M U

Comments:

Additional major job categories or significant responsibilities may be added on a separate sheet.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Performance Appraisal For \_\_\_\_\_ Position \_\_\_\_\_  
(Name)

**OVERALL RATING**

Please check appropriate box for the **overall rating** of the employee's performance.

- |                          |                              |   |
|--------------------------|------------------------------|---|
| <input type="checkbox"/> | Outstanding Performance      | <b><u>SUGGESTIONS FOR USE OF RATING CRITERIA:</u></b><br>Half or more of the major job category ratings should be "Outstanding;" no more than one rating should be below "Highly Effective."  |
| <input type="checkbox"/> | Highly Effective Performance | Half or more of the major job category ratings should be "Highly Effective" or "Outstanding;" no more than one rating should be below "Satisfactory."   |
| <input type="checkbox"/> | Satisfactory Performance     | Half or more of the major job category ratings are "Satisfactory" or higher; no more than one-fourth of the ratings should be "Marginal." The employee and supervisor will develop and attach a performance improvement plan for any major job categories which are rated "Marginal." |
| <input type="checkbox"/> | Marginal Performance         | More than one-fourth of the major job category ratings are "Marginal" or below. The employee and supervisor will develop and attach a performance improvement plan for the major job categories which are rated "Marginal" or below.  |
| <input type="checkbox"/> | Unsatisfactory Performance   | More than one-fourth of the major job category ratings are "Unsatisfactory." The employee and supervisor will develop and attach a performance improvement plan for all major job categories which are rated "Marginal" or below.   |

Additional comments may be attached and signed on a separate sheet of paper.

**Supervisor's Comments:**

**Employee's Comments:**

This performance appraisal has been discussed with the employee. His/her signature does not necessarily imply that he/she is in agreement with the evaluation.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX D**

### **Solano Community College**

Evaluatee: \_\_\_\_\_  
Please return the completed survey  
to:  
\_\_\_\_\_

### **Performance Evaluation Survey:**

### **Educational Administrator's Evaluation Comment Sheet**

The purpose of the educational administrator evaluation process (District Policy #2115) at Solano Community College is to assess performance by recognizing strengths and achievements, and by identifying areas which may need improvement, thereby providing the educational administrators with an opportunity for growth.

As someone who works under the supervision of or closely with the educational administrator being evaluated, you have been selected to receive the attached performance survey entitled, "Educational Administrator's Report Card". Please complete the survey, sign and date it, and return it, sealed in the envelope provided, to the person specified and by the deadline date noted on the front of the survey form.

In addition to the survey form, you may use the spaces provided below to record specific commendations and/or suggestions for professional growth and development. (You may use additional paper, as necessary.) If you choose to use this "Comment Sheet," please be sure to sign and date it, and enclose it in the envelope along with the survey form.

Your comments are confidential; no individual responses will be shown to the educational administrator being evaluated.

#### ***Communication Skills***

#### ***Leadership Skills***



*Human Relations*

*Management/Administrative Skills*

*Professional Knowledge*

Confidentiality – It is important that the integrity of the evaluation process be protected. Also, it is important that the educational administrator being evaluated does not have his/her right to privacy violated. In accordance with approved District personnel policies and procedures, all information concerning an educational administrator's evaluation shall be treated as strictly confidential

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(Unsigned forms will NOT be considered.)*

## Performance Evaluation Survey: Educational Administrator's Report Card

The following rating is a SCANTRON Form available in Human Resources. Do not use this form for evaluation.

Please use the following scale to assign a "grade" to the educational administrator's level of performance on each aspect of the five categories listed. Leave blank any items that are not applicable, unobserved, or which you are unable to rate.

"A" —> Functions at a consistently high level of professional excellence; performance is distinguished, salient, superior and excellent.

"B" —> Functions beyond standard requirements; outstanding in some respects; a high degree of competence; positive and desirable performance.

"C" —> Meets the standard performance expected of District educational administrators; performance is acceptable.

"D" —> Does NOT consistently meet the standard of performance expected of District educational administrators; professional development is necessary.

"F" —> Performance is significantly BELOW the standard expected of District management employees; this rating indicates a need for corrective action.

Evaluatee: \_\_\_\_\_

Please return the completed survey to \_\_\_\_\_

By \_\_\_\_\_.

To what extent does this educational administrator...

### Rating Scale

#### COMMUNICATION SKILLS

	A	B	C	D	F
• communicate with clarity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• communicate with clarity in oral messages?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• communicate with clarity in non-verbal behaviors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• listen carefully to what is being said to him/her?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide clear expectations to staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide clear directions to staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide clear feedback to staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### LEADERSHIP SKILLS

• act as an advocate for his/her division/area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• make positive contributions to committees and similar groups?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• take a leadership position in encouraging multi-culturalism in his/her area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• exhibit vision?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• demonstrate self-confidence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• demonstrate assertiveness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Rating Scale**

**LEADERSHIP SKILLS (Continued)**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>F</b>
• demonstrate initiative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• demonstrate creativity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• demonstrate a willingness to take appropriate risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• exhibit high levels of enthusiasm?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• exhibit high levels of accomplishment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• assume responsibility for his/her actions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• encourage high standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• demonstrate effectiveness in decision making?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**HUMAN RELATIONS**

• exhibit high standards of honesty?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• exhibit respect for others?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• maintain an environment that encourages individual worth?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• recognize the contributions/accomplishments of others?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• exhibit sensitivity to the special needs of others?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• respect confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• exhibit consistency in her/his dealings with others?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• avoid allowing his/her personal problems to affect performance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• demonstrate stability in emotionally stressful situations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• encourage openness in communication?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• encourage two-way communication?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• respond well to criticism?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• exhibit high standards of fairness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• demonstrate effective team-building skills?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MANAGEMENT/ADMINISTRATIVE SKILLS**

• understand division/area needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• anticipate division/area needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• respond promptly to requests for assistance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• resolve division/area problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• participate in creative problem solving?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• set clear goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• bring about purposeful actions toward desired goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• set clear priorities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• involve staff in setting unit objectives?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide for broad-based collaboration in decision making?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• encourage differences in viewpoint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• make decisions based upon perceptive observation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• encourage collaboration among work units?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• maintain an environment that encourages individual innovation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• support personal and professional growth?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• provide in-service training for continuing faculty and staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• maintain an environment that promotes high morale?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• delegate assignments in an effective manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• give firm direction when such direction is needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• allocate resources consistent with goals/priorities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• allocate resources efficiently?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• develop effective timelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Rating Scale**

**MANAGEMENT/ADMINISTRATIVE SKILLS (Continued)**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>F</b>
• meet deadlines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• exhibit work that is well organized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• exhibit work that is accurate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• complete effective performance evaluations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PROFESSIONAL KNOWLEDGE**

• understand the discipline(s)/area(s) that s/he supervises?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• demonstrate knowledge regarding professional staff development issues?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• keep current with developments which may impact the mission and goals of the District?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• participate in professional service organizations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• seek growth opportunities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• engage in a planned program of personal growth?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• engage in a planned program of professional growth?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Written comments** – Please use the accompanying “Educational Administrator’s Evaluation Comment Sheet” to submit any personal observations that you feel might assist the evaluation team in providing a fair, valid and constructive evaluation of this educational administrator.

**Confidentiality** – It is important that the integrity of the evaluation process be protected. Also, it is important that the educational administrator being evaluated does not have his/her right to privacy violated. In accordance with approved District personnel policies and procedures, all information concerning an educational administrator’s evaluation shall be treated as strictly confidential.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_