

## ARTICLE 5: WORKLOAD AND ASSIGNMENTS

### 5.1 **Normal Workweek and Workday**

Administrators are expected to accomplish assigned work that shall be reasonably completed within a workweek of forty (40) hours, and a normal workday of eight (8) hours. The workdays and hours of each administrator will be established annually, and may be modified upon approval of the immediate supervisor.

### 5.2 **Four-Day Workweek**

During the period between the close of the Spring Semester and the commencement of the following Fall Semester, the District may establish a four-day, ten-hour workweek. The dates shall be established by the District.

5.2.1 The regular workweek schedule shall normally be forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday.

5.2.2 Administrators shall be accountable for a thirty (30) hour workweek during any week that includes a holiday as defined in this Contract while the District is operating on a four-day, ten-hour workweek.

### 5.3 **Overtime**

Pursuant to the provision of Section 88029 of the Education Code, the Governing Board has designated the positions on the Administrators Association Salary Schedule as exempt and excluded from the laws and regulations pertaining to overtime. If exempt employees need to work extra hours in the business day or week, they do not receive overtime or compensatory time off. When it is necessary for exempt employees to work extended hours, the immediate supervisor may authorize informal adjustments in work hours.

### 5.4 **Employment of Academic Administrators**

5.4.1 Academic Administrators are selected in accordance with District Policy and Procedure No. 7120 - Recruitment and Hiring. All Academic Administrators shall be employed by contract (Education Code, Section 72411).

5.4.2 The District upon the recommendation of the Superintendent/President, reserves the right to employ new or promoting administrators pursuant to contracts of no less than one (1) year but up to two (2) years duration with the intent to align the contract expiration date to June 30.

5.4.3 After an administrator's initial contract is issued, a second contract of up to two (2) years may be granted. Upon renewal of subsequent contracts, the academic administrator shall be granted a three (3) year contract. The Superintendent/President may submit academic administrator contracts to the Governing Board on an annual basis.

The table below is illustrative of contract issuance and indicates synthesis with the academic administrator’s evaluation cycle as outlined in Article 15.3:

| <b>Contract Year</b>      | <b>Duration</b> | <b>Description</b>   | <b>Example</b>  | <b>Evaluation</b>   |
|---------------------------|-----------------|--|---|---|
| Initial Contract          | 1-2 years       | Min: 12 months<br>Max: 23 months<br><br>Contract to end on June 30 <sup>th</sup> | A) Employee starts July 23, 2023, contract expiration will be June 30, 2025<br><br>B) Employee starts March 16, 2023, contract expiration will be June 30, 2024   | A) Initial eval to occur on January 31 (15.3.1), Annual eval occurs July 23, 2024.<br><br>B) Initial eval to occur October 16, 2023, Annual eval occurs March 16, 2024. |
| Second Contract           | 1-2 years       | Min: 12 months<br>Max: 24 months<br><br>Contract to end on June 30 <sup>th</sup> | A) Employee started July 23, 2023, initial contract expiration was June 30, 2025, second contract expiration will be June 30, 2026.<br><br>B) Employee started March 16, 2023, initial contract expiration was June 30, 2024, second contract expiration will be June 30, 2026. | A) Second Annual eval occurs July 23, 2025.<br><br>B) Second annual eval occurs March 16, 2025.   |
| Third Contract and beyond | 3 years         | Max: 36 months<br><br>Contract to end on June 30 <sup>th</sup>                   | A) Three-year contract duration July 1, 2026, contract expiration will be June 30, 2029.<br><br>B) Three-year contract duration July 1, 2026, contract expiration will be June 30, 2029.  | A) Tri-Annual evaluation occurs July 23, 2028.<br><br>B) Tri-Annual evaluation occurs March 16, 2028.   |

5.4.3 If the Contract is terminated without cause before the end of the term, the administrator will receive payment for the remainder of the contract or eighteen (18) months, whichever is less, pursuant to applicable Government Code.

**5.5 Tenure (Academic Administrators)**

Employees serving in administrative positions do not acquire tenure as administrators. A tenured faculty member, when advanced to an administrative position, retains their classification as a tenured faculty member. A person employed in an administrative

position who does not hold tenure as a faculty member in the District at the time of the administrative appointment shall not acquire tenure or credit toward tenure during the term of the administrative contract. (Education Code, Sections 87001(c), 87605 through 87609).

**5.6 Faculty Service Area (FSA)**

At the time of employment, the District, in consultation with the Academic Senate, shall assign each newly appointed administrator into the Faculty Service Area(s) in which they meet the state and local minimum qualifications. In the event of reassignment to a faculty position, the administrator shall be assigned only to those FSAs for which the administrator meets minimum qualifications in an active discipline and was approved at the time of initial appointment or which have been added to the administrator's qualifications subsequent to their initial employment.

**5.7 Teaching Assignments**

Administrators requesting a part-time teaching assignment will do so through the cognizant Assistant Superintendent/Vice President. Performance and compensation of such assignments are beyond/outside the scope of the administrator's contract.

**5.8 Acting Administrator Assignment**

This is defined as an individual who, by appointment or by a recruitment process, is assigned to fill a temporary vacancy for more than thirty (30) consecutive calendar days (incumbent is on an approved leave or temporarily serving in another position and will return to the position or a business need necessitates immediate oversight). The initial assignment can be for the anticipated timeline of the leave, not-to-exceed one year. The assignment can be renewed for one (1) additional year with Superintendent/President approval in consultation with SCCDAA so long as the position has been posted for open recruitment no later than 90 calendar days from the renewal period. The administrator will not retain the duties of his/her current position for the duration of the acting assignment.

5.8.1 An existing employee shall be placed on the salary schedule for that position (at the step which is at least ten percent (10%) greater than the employee's monthly salary), including any earned educational incentive pay, excluding Section 5.11. The employee receiving the assignment shall be notified in writing of the appointment including the salary rate, step placement and a description of the duties. At the end of the assignment, the employee will revert back to their former position.

5.8.2 An external hire will receive an administrative assignment with compensation based on the salary schedule for that position. Individuals shall be placed on the appropriate step as determined by the Human Resources Office based on their related professional experience in the same or similar level position.

## 5.9 **Interim Administrator Assignment**

This is defined as an individual filling a vacant position through an open recruitment process who is assigned to fill a vacant position. The assignment timeline can be until the position is filled, not to exceed one (1) year. The assignment can be renewed for one (1) additional year with Superintendent/President approval, in consultation with SCCDAA. At the end of the interim assignment, the position will be filled, frozen until filled or eliminated. The administrator will not retain the duties of their current position for the duration of the interim assignment.

5.9.1 An existing employee shall be placed on the salary schedule for that position (at the step which is at least ten percent (10%) greater than the employee's monthly salary), including any earned educational incentive pay, excluding Section 5.11. The employee receiving the assignment shall be notified in writing of the appointment including the salary rate, step placement and a description of the duties. At the end of the assignment the employee will revert back to their former position.

5.9.2 An external hire will receive an administrative assignment with compensation based on the salary schedule for that position. Individuals shall be placed on the appropriate step as determined by the Human Resources Office based on their related professional experience in the same or similar level position.

## 5.10 **Additional Duties and Assignment**

This is defined as a District employee who is assigned additional duties not reasonably related to their job description or the assignment of additional related/unrelated projects, programs, disciplines or departments of significant magnitude.

5.10.1 Additional duties shall be compensated for the entire duration of the assignment, not to exceed twelve (12) months or completion of the classification and compensation review, at a salary increase of ten percent (10%) above their current salary.

5.10.2 Should the need to fill these additional duties exceed one (1) year, the incumbent's position will be subject to a classification and compensation review to be completed pursuant to process and timelines outlined in Article 19.

## 5.11 **Lateral Reassignment**

The Assistant Superintendent/Vice President, Human Resources in consultation with SCCDAA, may transfer an administrator from their current position to another equivalent administrative position so long as the administrator receives equal or greater compensation when reassigned.

**5.12 Notification of Interim, Acting, Additional Duties and Lateral Assignments**

The District will notify SCCDAA, within a 72-hour period, whenever an interim, acting or additional duties assignment is made. If an employee is assuming an administrative position, coming from a different bargaining unit, the District will notify the employee that they are now a SCCDAA unit member.

5.12.1 Employees will be represented by the new Union in which the employee is temporarily assigned. Dues will be deducted where applicable in the currently assigned Union. Employees working in acting/interim roles will retain vacation, seniority, bumping and retreat rights from their main (previous) union/unit, but will accrue vacation, sick leave and paid holidays based on their new/temporarily assigned bargaining unit.

**5.13 Reorganization/Realignment/Restructure**

The District has the right to reorganize/realign/restructure District operations as a managerial prerogative that falls outside the scope of representation. SCCDAA has the right to bargain over the negotiable effects of a reorganization/realignment/restructure. The District shall notify SCCDAA of any contemplated reorganization/realignment/restructure and provide SCCDAA a reasonable amount of time to bargain any negotiable impacts prior to the implementation of said reorganization/realignment/restructure.

**5.14 Currency of Job Descriptions and Salary Placement**

Job descriptions shall be reviewed by the District, in consultation with SCCDAA, for currency, accuracy and/or salary placement at least once every five (5) years. The District will negotiate any impacts with SCCDAA.

**5.15 Reduced Service**

Academic and Classified Administrators may apply for reduced workload and may maintain full retirement credit pursuant to California Education Code Section 87483 and Section 88038, respectively, as well as any other condition established by the Governing Board. An administrator accepting a reduced workload assumes full responsibility for any impacts to their retirement that may result from this action. An administrator's application for reduced workload will be considered by the Board under the following conditions:

5.15.1 The academic or classified administrator shall have reached the age of 55 prior to reduction in workload.

5.15.2 The academic or classified administrator shall have been employed full time in an academic or classified administrator position, respectively, for at least ten (10) years of which the immediately preceding five (5) years were full-time employment credited service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service for purposes of the ten (10) year requirement.

- 5.15.3 During the period immediately preceding a request for a reduction in workload, the academic or classified administrator shall have been employed full time in an academic or classified administrator position, respectively, for a total of at least five (5) years without a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
- 5.15.4 The option of part-time employment shall be exercised at the request of the academic or classified administrator and can be revoked only with the mutual consent of the employer and the academic or classified administrator.
- 5.15.5 The academic or classified administrator shall be paid a salary which is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment. The academic or classified administrator shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 5.15.6 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the academic or classified administrator contract of employment during his/her final year of service in a full-time position.
- 5.15.7 The period of this part-time employment for classified administrators participating in CalPERS shall not exceed five (5) years or ten (10) years for academic administrators participating in CalSTRS.
- 5.15.8 The period of part-time employment shall not extend beyond the end of the college year during which the employee reaches his/her 70th birthday. This subdivision shall not apply to any employee subject to Section 22713 of this code.
- 5.15.9 The District's certification of the administrator's eligibility must be submitted to and received by the headquarters office of CalSTRS or CalPERS, respectively, prior to the start of the first instructional day of the first academic year in which a reduced workload occurs.
- 5.15.10 During an approved reduced workload period, the District and administrator shall make contributions to the respective retirement fund in the amounts they would have made if the administrator had performed creditable service on a full-time basis.