

Human Resources

1 **AP 7130 COMPENSATION**

2 **References:**

- 3 Education Code, Sections 87801 and 88160;
- 4 Government Code, Sections 1340, 53200
- 5 U.S. Department of Education regulations on the Integrity of Federal Student
- 6 Financial Aid Programs under Title IV of the Higher Education Act of 1965, as
- 7 amended

8 **Contract Management Employees**

9 The Board of Trustees will establish and maintain a contract with the President/
10 Superintendent which sets forth the provisions of salary, compensation, and health and
11 welfare benefits.

12 The Board of Trustees will establish and maintain a Contract Management Salary
13 Schedule. Contract Management Employees, excluding the President/Superintendent,
14 will receive compensation based upon the Contract Management Employee Salary
15 Schedule. The Board of Trustees will also establish and maintain contracts with Contract
16 Management Employees which include salary provisions and health and welfare benefits.

17 **Management Team Employees**

18 The Board of Trustees will establish and maintain a Management Team Salary Schedule.
19 The Human Resources Office will maintain salary schedules, salary schedule provisions,
20 and health and welfare benefits at the direction of the Board of Trustees. The Board of
21 Trustees will also establish and maintain contracts with Management Team Employees
22 hired after July 1, 2017, which include salary provisions and health and welfare benefits.

23 **Faculty Employees**

24 Faculty salary schedules, salary schedule provisions, and health and welfare benefits will
25 be established and maintained in the collective bargaining agreement.

26 All faculty employees will be paid and receive benefits in accordance with the terms and
27 conditions of the negotiated agreement.

28 **Classified Employees**

29 Classified salary schedules, salary schedule provisions, and health and welfare benefits
30 will be established and maintained in the collective bargaining agreement.

31 All classified employees will be paid and receive benefits in accordance with the terms
32 and conditions of the negotiated agreement.

33 **Confidential Employees**

34 The Board of Trustees will establish and maintain a Confidential Salary Schedule. The
35 Human Resources Office will maintain salary schedules, salary schedule provisions, and
36 health and welfare benefits at the direction of the Board of Trustees.

37 **Child Development Center and Short Term Hourly Employees**

38 The Board of Trustees will establish and maintain Salary Schedules for Child
39 Development Center and Short Term Hourly employees. The Human Resources Office
40 will maintain salary schedules, salary schedule provisions, and health and welfare
41 benefits as applicable at the direction of the Board of Trustees.

42 **General Employee Provisions**

43 The term “workday” or “working days” means a day when the Office of the
44 President/Superintendent is open for business except as defined in other Board Policies.

45 Salary Warrant Errors

46 Whenever it is determined that a District error has been made in the calculation or
47 reporting in any employee's payroll or in the payment of any employee's salary, the District
48 shall provide the employee with a statement of the correction and a supplement payment
49 normally within five (5) working days of such determination. The employee shall provide
50 written notification to the Payroll Department of any alleged errors. A salary warrant error
51 resulting in an overpayment for an employee shall be corrected and subsequent salary
52 warrant(s) reduced accordingly after the District provides written notification to said
53 employee.

54 Lost Salary Warrants

55 If an employee: a) loses a salary warrant after receipt, b) fails to receive a salary warrant
56 within ten (10) workdays of the date of mailing, or c) fails to cash a salary warrant within
57 six (6) months of the issuance date, said employee shall immediately notify the Payroll
58 Department and as soon as administratively practicable a new salary warrant shall be
59 issued. The District shall charge said employee for the actual and necessary expense of
60 reissuing a warrant in cases of the loss of a salary warrant or failure to cash a salary
61 warrant within the time period specified above.

62 Quarantine

63 All employees may receive salary in full when quarantined by city or county health officials
64 because of another's illness.

65 **Notification of Change of Name, Address and Telephone Number**

66 Upon employment, each employee shall provide the Human Resources Office, his/her
67 correct residence address, and, if different, his/her correct mailing address and telephone
68 number. Changes of employee name, street and/or post office box, address and
69 telephone number shall be reported in writing to the Human Resources Office within ten
70 (10) working days of the change.

71 **Tax Sheltered Annuities (No District Financial Interest)**

72 *(Policy 7021 to be included here after Payroll updates IRS information.)*

73 **Prohibition on Incentive Compensation**

74 The District shall not provide any commission, bonus, or other incentive payment based,
75 directly or indirectly, on the success in securing enrollments or financial aid, to any person
76 or entity engaged in any student recruiting or admission activities or in making decisions
77 regarding the award of student financial assistance. Employees covered by this ban shall
78 be referred to as “covered employees” for purposes of this policy.

79 Contract management employees who are only involved in the development of policy and
80 do not engage in individual student contact or the other activities covered by the
81 prohibition of incentive compensation will not generally be subject to the ban.

82 The management team and employees who are only involved in the development of
83 policy and do not engage in individual student contact or the other activities covered by
84 the prohibition of incentive compensation will not generally be subject to the ban.

85 The President/Superintendent or designee shall identify any covered employees of the
86 District and determine whether the District’s compensation arrangements comport with
87 the prohibition on incentive compensation, and to the extent that they do not, make
88 necessary modifications to comply. Similarly, the President/Superintendent or designee
89 shall identify any covered service providers, evaluate whether the contract pricing
90 structure is consistent with the prohibition on incentive compensation, and if not,
91 determine what modifications the District can make to any applicable contract.

92 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: December 10, 2008

Dates Revised: October 10, 2011; April 8, 2019; February 10, 2020

Date Reviewed: May 15, 2019; February 10, 2020

(Replaces former Cerritos CCD Policies 7000.12, 7002, 7006, 7007, 7021, 7206, 7304, 7305, 7307, 7308, 7309, 7310, and 7321)