



AP 7130

**Kern Community College
District Administrative
Procedure Chapter 7 – Human
Resources**

AP 7130 Compensation

References:

Civil Code Section 47, 1785.16, 1785.20, and 1786.16 et seq.;
Fair Credit Reporting Act (federal)

NOTE: This procedure is legally required.

Prohibition of Incentive Compensation

Senior managers and executive level employees who are only involved in the development of policy and do not engage in individual student contact or the other covered activities will not generally be subject to the incentive compensation ban.

The Chancellor shall identify any covered employees of the District and determine whether the District's compensation arrangements comport with the prohibition on incentive compensation, and to the extent that they do not, make necessary modifications to comply. Similarly, the Chancellor shall identify any covered service providers, evaluate whether the contract pricing structure is consistent with the prohibition on incentive compensation, and if not, determine what modifications the District can make to any applicable contract.

Also see the collective bargaining agreements for applicable employee group(s).

Confidential and Management Compensation

The Board of Trustees approves the Confidential and Management Salary Grade Structure.

The salary grade and step placement of confidential and management employees shall be recommended by the Chancellor for approval by the Board of Trustees.

The step increase increment date is July 1 each year for confidential and management employees. A new employee must be employed prior to March 15th in order to receive the step advancement. New employees beginning employment on March 15 or later will receive a step increase on July 1 of the subsequent year.

Manager Employment Agreements

1. Based upon maintaining an overall satisfactory evaluation, all management positions may obtain a (3) year Employment Agreement with the District that specifies salary grade and step for each year.
2. All managers below and including executive level Vice President or Associate Vice Chancellor, will initially receive upon new appointment to the District a one (1) year Employment Agreement. After successfully receiving a satisfactory job performance evaluation, management employees will

Commented [TH1]: The fourth section here was removed as it is no longer needed based on the new Employment Agreement Item immediately below

Commented [TH2]: This whole section is new

Commented [TH3R2]: This was created through a collaborative effort by Chad, Bonita, Dannielle from the MA and Gina and Lousia from HR

move to a three (3) year Employment Agreement.

3. After a management employee is evaluated, the management employee shall be issued one of the following:
 - a. A three (3) year Employment Agreement for receiving a satisfactory job performance evaluation.
 - b. A one (1) year Employment Agreement for receiving an overall needs improvement performance evaluation along with receiving a Performance Improvement Plan (PIP).
 - c. A non-renewal of employment agreement with the District for receiving an unsatisfactory job performance evaluation, which must be communicated prior to March 15 of the evaluation year.
4. Management employees who are placed on a Performance Improvement Plan (PIP) and do not successfully complete the requirements may receive an unsatisfactory job performance evaluation.
5. Management employees will not receive a new Employment Agreement absent a timely completed job performance evaluation. In that event, the current employment agreement will be extended and salary grade and step will remain the same until a job performance evaluation is completed at which time compensation will be paid according to the new Employment Agreement retroactively to July 1st.

Compensatory Time

Commented [TH4]: No change

Management employees are exempt from overtime pay and compensatory time.

Confidential employees are non-exempt employees and are eligible for compensatory time at the rate of time and one-half (1 1/2) of the regular rate and a maximum of forty (40) hours may be accumulated. Compensatory time is to be taken as soon as possible after earned and when convenient to both the employee and the District.

Payment for compensatory time in excess of forty (40) hours will be calculated based on the employee's regular hourly rate.

Teaching Assignments for Management Employees

Commented [TH5]: No change

Adjunct assignments may be occasionally granted to Management Employees who demonstrate an organizational ability to add a teaching assignment to their full-time Management Employee obligation without interference with their satisfactory performance of their assignment.

Assignments shall be made in a manner consistent with the scheduling practices of the department/division.

The Office of Human Resources shall be responsible for monitoring the following:

1. The Chancellor/designee shall review all Management Employees' teaching assignments in advance of the assignment commencing.
2. All Management Employees performing Adjunct instruction shall start their assignment no earlier than 6:00 p.m. Monday through Friday. Instruction provided on Saturdays or Sundays does not have restrictions unless there is a pre-scheduled event requiring the Management Employees' attendance.
3. No online instruction, office hours, or ancillary office duties shall be performed during the Confidential and Management Employees' regular workday.
4. All Management Employees who are compensated at a Dean salary grade level

or above may teach in addition to their regular work assignment. This Adjunct assignment shall be without pay.

5. All Management Employees compensated below a Dean salary grade level may be eligible to provide Adjunct faculty instruction, with or without pay.

Outside Activities

A Management Employee's outside activities shall not interfere in any way with the performance of the management employee's duties.

After five (5) years of service to the District, a confidential or management employee who submits to the Chancellor or College President a letter of resignation for purposes of retirement, at least six (6) months prior to the retirement date, shall be compensated \$2,000 (two thousand dollars) following Board of Trustees approval.

Salary Administration Procedures Confidential/Management Personnel

I. Purpose

- A. The purpose for these salary administration procedures is to provide a consistent approach to frequently repeated employment transactions including hiring, promotions, salary increases, and demotions.

II. Incremental Increases to Management Salary Schedule

- A. The Management salary schedule will be increased each fiscal year by the across-the-board percentage increase given by the ten (10) comparable districts for the applicable fiscal year as described below:

1. Comparable Districts: Antelope Valley, Riverside, San Bernardino, San Joaquin Delta, Santa Clarita, College of the Sequoias, State Center, West Hills, West Kern, and Yosemite.
2. An "across-the-board percentage increase" shall be determined by the following process on April 15th of each applicable year (adjustment to be applied on July 1st of the next fiscal year):
 - a) Step 1: All comparable districts' self-published salary schedules will be obtained for the current fiscal year and the previous fiscal year.
 - b) Step 2: The overall percent increase to the salary schedule will be calculated from the current fiscal year to the previous fiscal year.
 - c) Step 3: All ten (10) districts will then be ranked from one to ten with one being the highest percent increase and ten being the lowest percent increase.
 - d) Step 4: If KCCD's overall percent increase is greater than or equal to the comparable districts' fourth-ranked overall percent increase, no salary schedule changes will be made. If KCCD's overall percent increase is less than the fourth-ranked salary of the comparable districts, then the percent increase to the salary schedule will be equal to the increase of the fourth-ranked district. Any positive increase will result in an across-the-board percent increase and will be applied to all cells on the salary schedule using the following formula: % change = Fourth Ranked (may round up to the next tenth decimal).

Commented [TH6]: There was a paragraph addressing "Longevity". It was moved to be the last section under Salary Administration

Commented [TH7]: No change

Commented [TH8]: This is completely new, and mirrors the incremental increase language of the CSEA MOU

III. Assignment to a Salary Grade

- A. Each confidential and management position is described in writing by means of a completed position description. The position description helps show how the job is interrelated to other positions and how it fits into the overall District organization. It assists in determining key accountabilities, decision authority, and freedom to act. The job description is useful in recruiting and hiring new employees. It also is used for job evaluation, along with organizational charts and budgetary data, as the basis for establishing the salary grade for the position.
- B. A new position not currently assigned to a salary grade, or a position with a significant role change caused by reorganization, assignment to a salary grade shall be determined by the Chancellor/designee and an outside consultant.

IV. Movement Within a Salary Grade

- A. Salary Range Definitions:
 1. Minimum: The lowest salary paid to a position within the grade (Step 1).
 2. Maximum: The highest salary, paid to a position within the grade (Step15).

V. Hiring Salary

- A. A new employee shall be hired at the minimum of the salary grade, unless for competitive reasons this is deemed by the Chancellor/designee to be inappropriate.
- B. Over minimum salary grade hiring shall be based upon the applicant's relevant experience and a review of the current salaries of incumbents who are performing the same job.
- C. All salary offers above Step 1 must be approved by the Chancellor/designee and can result in incumbents who are at the same Grade being elevated to that equivalent step or a greater step

VI. Salary Upon Transfer

- A. A transfer is a move within the District to a position at the same salary grade as the employee's existing position.
- B. When a transfer occurs, there shall be no salary adjustment at the time of transfer, except for regular step increases.

VII. Salary Upon Placement in a Lower Salary Grade

- A. When an employee voluntarily elects to take a position in a lower salary grade (such as applying for a posted or advertised position), his/her salary may be reduced. The new salary may be at the same step in the lower grade as in the previous position.
- B. When District action (such as reassignment of job duties, position re-evaluation, or reorganization) is the reason for the placement in a lower salary grade, the employee's salary may be reduced at the discretion of the Chancellor/designee. If the current salary is not reduced and exceeds the maximum for the new salary grade, the employee's salary will not be adjusted until the maximum salary of the new grade exceeds the current salary. (Y-rated)

Commented [TH9]: There was a third part to this section that was removed and replaced by the Incremental Increase section above

Commented [TH10]: Part 2. was adjusted to reflect the 15 steps of the new salary schedule

Commented [TH11]: Section C was changed to codify what should happen when a new hire is placed beyond a step 1 on the salary schedule

Commented [TH12]: No change

Commented [TH13]: No change

VIII. Salary Upon Placement in a Higher Salary Grade

- A. Step placement in a higher salary grade is dependent upon the circumstances of the promotion.
- B. When an employee is assigned to a position in a higher salary grade through an open, competitive application process, the employee shall be placed at the nearest step in the higher salary grade which provides at least a five percent increase, based on review of relevant experience.
- C. When an employee's position is assigned additional responsibilities resulting in an accretion of duties, the employee may be granted a temporary compensation adjustment not to exceed ten percent (10%) of their current base salary for the duration of the accretion of duties. The amount and duration of such adjustment shall be determined at the discretion of the Chancellor or designee, not to exceed five (5) months.
- D. When an employee is assigned to a position in a higher salary grade as a result of a reorganization, the employee may be placed at the nearest step in the higher salary grade which provides at least a five percent increase. All promotional increases require the approval of the Chancellor/designee.

IX. Temporary Assignments

Commented [TH15]: No change

- A. When a confidential/management employee is given a temporary assignment classified at a higher level for one year [or more if it is determined to be a "business necessity" as defined in Title 5, Section 53001(c)], the employee may be placed at the higher salary grade and nearest step assignment which provides at least a five percent increase, not to exceed Step 12.
- B. When a confidential/management position is temporarily filled from outside, the method of salary compensation will be on the basis of a salary grade and step assignment.

X. Salary Upon attainment of a Terminal Degree

- A. Managers possessing an earned doctorate or other terminal degree will receive an additional \$2,400 annually.

XI. Longevity

- A. After thirty (30) years of accrued/accumulated service to the District, confidential and management employees will receive an additional \$2,500 annually.

Position Titles

Job titles do not determine salary grades; responsibilities do.

The major consideration in determining an appropriate job title for a confidential or management staff member is to communicate, both within and outside the organization, the staff member's major job responsibilities.

Reporting Relationships

Any District Office position may report directly to the Chancellor.

Any College position may report directly to the President.

Commented [TH14]: Removed the "not to exceed" language.

Removed the fifth section.

Improved the wording of section C to ensure that there is compensation for taking on extra duties and that there is a time limit to those extra duties

Commented [TH15]: No change

Commented [TH16]: New - addresses request by the MA and agreement by Chancellor. The amount was arrived at by a collaboration with HR after reviewing comparable districts.

Commented [TH17]: Moved from above to be in a more appropriate location

Commented [TH18]: Removed the list of titles as they were out of date and not really needed