

**Special Joint Meeting of the
Executive Committee and FULL SELACO WDB Board
and the SELACO Policy Board**

**February 16, 2016
Tuesday**

8:30 – 3:30

AGENDA

A Special Joint Meeting of the Executive Committee and FULL SELACO WDB Board And the SELACO Policy Board

To be held at the Embassy Suites by Hilton
8425 Firestone Blvd.
Downey, California

8:30 a.m., Tuesday, February 16, 2016

- | | | | |
|----|--|-----------------|--------|
| 1. | Call to Order | Drake/Wood | |
| 2. | Pledge of Allegiance | Vasquez | |
| 3. | Roll Call | Espitia/Joseph | |
| | SELACO WDB Board of Directors | | Page 1 |
| | SELACO Policy Board | | 3 |
| 4. | Public Comments | Derthick/Joseph | |
| 5. | Closed Session | Drake//Wood | |
| | A. PERSONNEL
Public Employee Appointment/Employment
(Government Code Section 54957)

Title: Executive Director | | |
| 6. | Business Session | Drake/Wood | |
| | A. Approval of Employment Agreement with the
SELACO WDB Executive Director | | 4 |
| 7. | Board Retreat – Study Session
9:30 a.m. – 3:30 p.m. | Castro | |
| 8. | Adjournment | Drake/Wood | |

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT

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THE SELACO WDB OFFICE AT (562) 402-9336. NOTIFICATION OF AT LEAST 48 HOURS PRIOR TO THE MEETING WILL ENABLE STAFF TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING. ASSISTIVE LISTENING DEVICES ARE AVAILABLE FOR THIS MEETING. ASK THE SECRETARY IF YOU DESIRE TO USE THIS DEVICE.



**SELACO WDB Board of Directors
Attendance Roster – PY 15/16**

Board Members	7/23 2015	8 2015	9/24 2015	10/22 2015	11 2015	12 2015	1/28 2016	2/16 2016	2/25 2016	3/24 2016	4/28 2016	5/26 2016	6/23 2016
1. Castellanos, Allison Business Representative – City of Lakewood	X	~	X	X	~	~	X						
2. Chan, Connie Public Employment Service	AE	~	X	X	~	~	X						
3. Connell, Jim Business Representative – City of Bellflower	X	~	X	X	~	~	X						
4. Cummins, Byron Labor Organization	A	~	X	AE	~	~	A						
5. Dertick, Joseph Vice Chair Business Representative – City of Norwalk	X	~	X	X	~	~	X						
6. Drake, Aaron Chair Business Representative – City of Bellflower	AE	~	X	AE	~	~	X						
7. Escamilla, Georgina Business Representative - City of Hawaiian Gardens	AE	~	AE	AE	~	~	X						
8. Espitia, Ben Secretary/Treasurer Labor Organization	X	~	X	X	~	~	AE						
9. Gomez, Belle Education Entity	X	~	X	X	~	~	A						

Board Members	7/23 2015	8 2015	9/24 2015	10/22 2015	11 2015	12 2015	1/28 2016	2/16 2016	2/25 2016	3/24 2016	4/28 2016	5/26 2016	6/23 2016
10. Kelsall, John Business Representative – City of Lakewood	X	~	X	X	~	~	X						
11. Kucera, Kevin Labor Organization	A	~	A	A	~	~	A						
12. Levine, Barbara Economic Development	X	~	X	X	~	~	X						
13. Menezes, Paulo Business Representative – City of Artesia	AE	~	X	A	~	~	AE						
14. Ngo, Henry Business Representative – City of Cerritos	A	~	A	A	~	~	A						
15. Pathak, Pino Business Representative – City of Cerritos	A	~	X	AE	~	~	X						
16. Polley, Tracy Business Representative – City of Norwalk	X	~	X	X	~	~	X						
17. Rapue, Judith Labor Organization	A	~	AE	AE	~	~	A						
18. Reed, Richard Labor Organization	X	~	A	A	~	~	A						
19. Todd, Sharon Education Entity	AE	~	AE	X	~	~	X						
20. Turner, Connie Business Representative – City of Artesia	X	~	AE	AE	~	~	A						
21. Williams, Candy Rehabilitation Organization	Appointed by Policy Board 8/18/2015		X	X	~	~	X						
22. VACANT Business Representative – City of Downey													
23. VACANT Business Representative – City of Downey													
24. VACANT Business Representative – City of Hawaiian Gardens													

X = Present A = Absent AE = Absence Excused SP = Special Meeting ~ = No Meeting

SELACO Policy

Roll Call

Member Victor Manalo, Mayor Pro Tem, City of Artesia
Member George Ray, Mayor Pro Tem, City of Cerritos
Member Fernando Vasquez, Council Member, City of Downey
Member Reynaldo Rodriguez, Mayor Pro Tem, City of Hawaiian Gardens
Member Luigi Vernola, Council Member, City of Norwalk
Vice Chairman Sonny Santa Ines, Council Member, City of Bellflower
Chairman Jeff Wood, Mayor, City of Hawaiian Gardens

First Amended and Restated Employment Agreement

This First Amended and Restated Employment Agreement (“Agreement”) is made and entered into this 16th day of February 2016, by and between the Southeast Los Angeles County Workforce Development Board, a California non-profit corporation (SELACO WDB), hereinafter called “Employer,” and Yolanda L. Castro, an individual, hereinafter called “Employee.” Employer and Employee may be referred to in this Agreement collectively as “the Parties.”

WHEREAS, Employee has fulfilled the duties of the position of Executive Director of the SELACO WDB since March 1, 2013 to the satisfaction of Employer; and

WHEREAS, Employee’s existing two-year Employment Agreement expires on October 31, 2015; and

WHEREAS, Employee and Employer now desire to extend the term of Employee’s existing Employment Agreement for an additional two years upon the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Duties and Hours of Work..

A. Employer agrees to employ Employee in the position of Executive Director to perform the functions and duties set forth in applicable policies and resolutions pertaining to the position of Executive Director, as the same may be amended from time to time, and any successor provisions thereto, and to perform other legally permissible and proper duties and functions consistent with the office of Executive Director, as Employer shall from time to time assign. Upon acceptance of this position, Employee's previous temporary position of Interim Executive Director is automatically vacated.

B. Employee's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at SELACO WDB Board meetings. Employee shall not be entitled to additional compensation for such time.

Section 2. Term.

A. The Executive Director serves at the pleasure of the SELACO WDB on an "at will" basis. The initial term of this Employment Agreement is from October 24, 2013 through October 31, 2015. The Agreement shall be extended an additional two years, beginning on November 1, 2015 and ending on October 31, 2017.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time pursuant to Section 3 of this Agreement. Employee shall have no property right in this position or a right to be

discharged only upon cause; Employee may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer. Employee agrees to remain in the exclusive employ of Employer and neither to accept other employment nor to become employed by any other employer during the term of this Agreement.

Section 3. Termination

A. The Parties expressly acknowledge and agree that this Agreement is an “at will” employment agreement and Employer may terminate Employee at any time with or without cause and with or without notice. The Parties further expressly acknowledge and agree that Employee will not be entitled to and shall not receive any severance pay or other compensation upon termination of this Agreement.

B. In the event Employee voluntarily resigns her position with Employer before the expiration of the term of this Agreement, the Employee shall give Employer 30 days written notice of that resignation, unless the Parties otherwise agree.

Section 4. Disability.

A. If Employee is (i) determined to be entitled to permanent disability benefits pursuant to any policy of insurance or (ii) is otherwise unable to perform the essential functions of her position, with reasonable accommodation, due to sickness, accident, injury, mental incapacity or health, then Employer shall have the option to terminate this Agreement.

B. Employer shall bear the full cost to provide Employee with short term disability, long term disability insurance programs, and similar programs as it provides to other employees of Employer.

Section 5. Salary.

A. For the period beginning November 1, 2015 and through October 31, 2017, Employer agrees to pay Employee, for her services rendered pursuant hereto, a monthly salary of \$10,729.17, payable at the same time as other employees of Employer are paid, less any legally authorized withholding, such as for taxes (“adjusted monthly salary”). This adjusted monthly salary equates to an annual salary of \$128, 750 (one hundred, twenty-eight thousand, seven-hundred and fifty dollars).

B. The difference in Employee’s base salary paid as of October 2015 and the adjusted monthly salary referenced in sub-paragraph A shall be retroactive to November 1, 2015 and payable in a lump sum to be included with Employee’s regular paycheck issued after the date of execution of this Agreement. .

Section 6. Performance Evaluation.

A. Employer shall annually evaluate the performance of Employee in accordance with criteria specified pursuant to sub-paragraph B of this Section.

B. In consultation with Employee and Employer's Personnel Committee, the Workforce Development Board of Employer may, but is not required to, define such goals and performance objectives as it determines necessary for the proper operation of Employer and in the attainment of the policy objectives of the Workforce Development Board of Employer. The Workforce Development Board of Employer may, but is not required to, establish relative priorities among those goals and objectives and reduce those prioritized goals and objectives to writing. It shall be Employee's responsibility to initiate an evaluation of her performance by the Workforce Development Board and the Personnel Committee within the month of September on an annual basis.

Section 7. Holiday, Vacation and Sick Leave.

A. Employee will receive the same Holiday benefits as Employer affords to its other management employees.

B. Employee shall accrue vacation leave, including the right to receive cash in lieu of vacation leave, as provided in the SELACO Employee Policies and Procedures Manual ("Employee Manual") as they now exist or may hereafter be amended.

C. Employee shall accrue sick leave as provided in the Employee Manual as they now exist or may hereafter be amended.

D. Employee agrees not to take any leave, other than sick leave, at a time that would adversely impact Employer. Employee shall not take leave in excess of one week without first obtaining the approval of the Chairperson of the Workforce Development Board.

Section 8. Travel and Transportation.

A. Employee shall receive no car allowance. Employer shall reimburse Employee for use of Employee's vehicle on Employer's business at the maximum rate per mile traveled permissible under the regulations of the Internal Revenue Service for non-taxable mileage reimbursements.

B. Employee shall be entitled to per diem travel reimbursement as provided in the Employee Manual when traveling on the Employer's business.

Section 9. Insurance Benefits.

Employer shall provide Employee and her dependents with medical, dental, vision and life insurance coverage as is provided to other management employees of Employer.

Section 10. Retirement.

Employee shall be a member of Employer's retirement plan on the same terms made available to other management employees of Employer.

Section 11. Professional Development.

Employer agrees, subject to the approval of sums by the Workforce Development Board of Employer upon the adoption of an annual budget, to budget and pay for appropriate professional dues and subscriptions for the continued participation of Employee in associations and organizations necessary and desirable in the view of the Workforce Development Board of Employer for Employee's continued professional development and for the good of Employer.

Section 12. General Expenses.

Employer recognizes that certain expenses of a non-personal and job-related nature will be incurred by Employee in the performance of her work for Employer and agrees to reimburse Employee for such expenses up to the amount budgeted for that purpose each year. Such reimbursement shall be subject to applicable regulations and practices of Employer. The amounts budgeted each year for this purpose shall be determined by Board of Employer in its sole discretion at the time the annual budget is adopted.

Section 13. Indemnification.

Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties under this Agreement. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom. Employee shall cooperate in good faith with the defense of any such action. If Employee fails to cooperate with such a defense after written notice from Employer of her obligation to do so, Employer may terminate its defense of Employee and, in that event, shall be relieved of its obligations to defend, hold harmless and indemnify Employee hereunder. This covenant shall survive the termination of this

Agreement. This provision shall not apply with respect to any intentional tort or crime committed by Employee, except for any duty to defend that may be required by law.

Section 14. Bonding.

Employer shall bear the full cost of any fidelity or other bond required of Employee.

Section 15. Other Terms and Conditions of Employment.

Employer, in consultation with Employee, may set forth any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any regulations, rules, policies or procedures of Employer, or applicable law.

Section 16. Severability.

If any provision of this Agreement is for any reason deemed by a court of competent jurisdiction to be unconstitutional, illegal, invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Section 17. Notices.

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed as noted below, but each party may change its address by written notice given in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

To EMPLOYER:

WDB Chairperson
SELACO Workforce Development Board
10900 E. 183rd Street
Cerritos, California 90703

with a courtesy copy to:

Teresa L. Highsmith, General Counsel
Colantuono, Highsmith & Whatley, PC
300 South Grand Ave., Suite 2700
Los Angeles, CA 90013-1018

To EMPLOYEE:

Yolanda L. Castro
518 E. Duell Street
Azusa, CA 91702

Section 18. Entire Agreement.

This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the Parties with respect to that employment. The Parties acknowledge that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

Section 19. Modifications.

Any modifications to this Agreement shall be effective only if in writing and signed by both the Parties hereto.

Section 20. Effect of Waiver.

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 21. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and duly executed on its behalf by its Chairman of the Board, in triplicate, on the 16th day of February, 2016. Employee has accepted the terms and conditions set forth in this Agreement effective as of the date of her signature below.

SOUTHEAST LOS ANGELES COUNTY WORKFORCE
DEVELOPMENT BOARD

By: _____
Aaron Drake, Chair Date

ATTEST:

By: _____
Secretary to the Board

EMPLOYEE:

By: _____
Yolanda L. Castro Date