



# North Los Angeles County Regional Center

Main 818-778-1900 • Fax 818-756-6140 #9200 Oakdale Avenue #100, Chatsworth, CA 91311 #www.nlacrc.org

## MEMORANDUM

Date: November 15, 2024

To: **Administrative Affairs Committee** (Andrew Ramirez, Cathy Blin, Brian Gatus, Ana Quiles, and Jaklen Keshishyan)

From: Danielle Fernandez  
Executive Administrative Assistant

Re: Agenda and materials for the next Administrative Affairs Committee meeting on **Thursday, November 21, 2024 at 5:00 p.m.**

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Attached is information for the next committee meeting. Please review this information prior to the meeting.

**The meeting will be held remotely via Zoom.**

### **Join Zoom Meeting**

<https://us06web.zoom.us/j/82213124928?pwd=WVovTo1rce86TjFMeghkbY6VrixU7m.1>

**Meeting ID: 822 1312 4928**

**Passcode: 756920**

If you have any questions, or if you are unable to attend the meeting, please send email to [boardsupport@nlacrc.org](mailto:boardsupport@nlacrc.org). Thank you!

### Attachments

c: Angela Pao-Johnson, Vini Montague, Evelyn McOmie



**North Los Angeles County Regional Center**

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[www.nlacrc.org](http://www.nlacrc.org)

**ADMINISTRATIVE AFFAIRS COMMITTEE – Via Zoom**

**Thursday, November 21, 2024**

**5:00 p.m.**

**~ AGENDA ~**

**I. Call to Order & Introductions**

**II. Agenda (Page 2)**

**III. Consent Items**

- A. Approval of Minutes from the September 24<sup>th</sup> Meeting (Page 4)

**IV. Public Input**

**V. Committee Business**

- A. Board Policies & Procedures – Vini Montague

- B. Status Report of Lease Agreements – Vini Montague (Page 10)

- C. Approval of Purchase of Services Contracts – Vini Montague

1. Brilliant Corners PL2186-999, PL2187-999 2<sup>nd</sup> Amendments (FY2023) (Page 20)
2. Brilliant Corners PL2285-999 1<sup>st</sup> Amendment (FY2024) (Page 32)

- D. 1<sup>st</sup> Quarter Reporting of New Vendorizations – Arshalous Garlanian (Page 40)

- E. Quarterly Fees Reports for PRMT and UAL – Vini Montague

1. 1<sup>st</sup> Qtr. PRMT Fees Report by U.S. Bank (Page 41)
2. 1<sup>st</sup> Qtr. UAL Fees Report by U.S Bank & PFM Asset Mgmt (Page 44)

- F. FY2024-2025 Financial Reports – Vini Montague (Page 47)

1. August 2024 (Page 48)
2. September 2024 (Page 55)

- G. FY2024-2025 Admin vs. Direct Allocation Report – Vini Montague

1. August 2024 (Page 62)
2. September 2024 (Page 63)

- H. Purchase of Services Payments Reports – Vini Montague

1. Outstanding Authorizations Report (Page 64)
2. Payments and Authorizations Timeline Summary (Page 65)

- I. Audits Update – Vini Montague
  - 1. DDS Draft Audit Report of FY2021-2022 & FY2022-2023
  - 2. Independent Audit of FY2023-2024
  - 3. CalPERS Audit of July 1, 2021 to June 30, 2024
  
- J. Approval of Union Contracts Effective 2/19/2019 to 12/18/2022 and 2/17/2023 to 2/16/2028 – Vini Montague (*Page 68*)
  
- K. Human Resources – Betsy Monahan
  - 1. Ensure Personnel Policies in Compliance with DDS Contract
  - 2. 1<sup>st</sup> Quarter HR Report (*Page 176*)
  - 3. Monthly Human Resource Report
    - a. September 2024 (*Page 177*)
    - b. October 2024 (*Page 180*)
  - 4. Temporary Staff Statistics Report
    - a. September 2024 (*Page 183*)
    - b. October 2024 (*Page 184*)

**VI. Executive Session**

- A. Quarterly Legal Update

**VII. Review of Meeting Action Items (*Item Owner and Due Date*)**

- A. Administrative Affairs Committee Action Log

**VIII. Items for the Next Board Meeting**

- A. Minutes of the September 24<sup>th</sup> Meeting
- B. Approval of Contracts
- C. 1<sup>st</sup> Quarter Report of New Vendorizations
- D. 1<sup>st</sup> Quarterly PRMT and UAL Fees Reports
- E. FY2024-2025 Financial Reports
- F. Purchases of Services Payments Reports
- G. 1<sup>st</sup> Quarter HR Report
- H. Monthly Human Resources Report
- I. Temporary Staff Statistics Report

**IX. Announcements/Information/Public Input**

- A. Next Meeting: Thursday, February 20, 2024
- B. Committee Attendance (*Page 185*)
  
- C. **Adjournment**

North Los Angeles County Regional Center  
**Administrative Affairs Committee Meeting Minutes**

September 24, 2024

**Present:** Andrew Ramirez, Cathy Blin, Brian Gatus, Ana Quiles, Jaklen Keshishyan – VAC Rep. – Committee Members

Vini Montague, Evelyn McOmie, Cristina Preuss, Betsy Monahan, Arshalous Garlanian, Kimberly Visokey – Staff Members

Mark Wolfe – DDS Tech Advisor, Tresa Oliveri – DDS Tech Advisor, Ute Escorcia - Guests

**Absent:**

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**I. Call to Order**

Andrew Ramirez called the meeting to order at 6:00 pm.

**II. Agenda**

**III. Public Input**

Marc Pearl from Keolis expressed his company's excitement about extending their contract with the NLACRC for another 5 years, highlighting their resilience during the Covid-19 pandemic.

**IV. Consent Items**

A. Approval of Consent Items

1. Minutes of the April 23, 2024 Meeting
2. Authorization of an Officer to Secure Worker's Compensation Insurance for the CY 2025

**M/S/C** (A. Quiles/B. Gatus) To approve the Consent Items as presented

**V. Committee Business**

A. Review of Center's Insurance Coverage for FY2024-25

Simone Khanna from Gallagher reviewed insurance coverage for regional centers' fiscal year 2024-2025, discussing the deteriorating insurance marketplace and its impact on nonprofits, particularly regional centers. She also mentioned the introduction of a new coverage for workplace violence and the potential for further deterioration in the market. The team agreed to revisit the idea of a self-insured program for regional centers in February.

B. Annual Committee Orientation – Vini Montague

Vini discussed the Administrative Affairs Committee's duties, including reviewing contracts, budgets, and operational matters, and recommending policies related to personnel issues and office leases. Vini also clarified the timing of the budget presentation and the critical calendar for the month. The committee's meeting schedule was updated to Thursdays, and Vini discussed the administrative affairs policies located in the shared drive. The team agreed to keep the policies on the agenda for future meetings to track changes or recommendations from our



attorney who is reviewing Board bylaws and Board policies.

- C. Regional Center's Contract with DDS – Vini Montague  
Vini Montague reviewed the Regional Center's Contract with DDS as presented in the packet and highlighted the new changes to this fiscal year's contract. There were no questions.
- D. Status Report on Credit Line and Cash Flow – Vini Montague  
Vini Montague provided an update on the fiscal year's line of credit, stating the regional center did not need to borrow against it from July 2024 through September 2024.
- E. SFV Office Lease Update – Vini Montague  
Vini Montague announced Newmark was selected as the commercial real estate broker through a request for proposal process. The San Fernando Valley Office lease expires in 2027. We are beginning the process of assessing our needs and options. We will seek input and involvement from the board as we get further into the process.
- F. Review of Contract Summary Template – Vini Montague  
Vini presented a contract template for discussion. Brian raised concerns about vetting vendors for transparency and getting special incident reports for the vendors. Evelyn explained the regional center has a process for investigating special incident reports. There was discussion regarding handling vendor incidents, with Evelyn stating the regional center has a de-vendorization process based on statutes and regulations, and if the regional center determines that the vendor meets criteria for de-vendorization, the contract would not be presented to the Board. Evelyn mentioned tracking investigation outcomes. Brian asked about tracking allegations, which Evelyn confirmed.

More discussion was had on vendorization, contract approval, and the potential consequences of not approving a contract. Vini and Evelyn clarified that not approving a contract does not de-vendor a service provider, but it could delay the process and potentially impact services to consumers. They also highlighted the confusion around the difference between contracts that should come to the board and those that do not. The committee discussed the issue of including findings for investigations in the contract summary. Brian raised concerns about approving contracts without insight into allegations against the providers, but Mark clarified that contracts of this nature never go to the board, and the responsibility lies with Angela and Evelyn's teams to investigate allegations and determine their validity.

**M/S/C** (B. Gatus / C. Blin) To table this topic until further consultation with legal counsel.

- G. Approval of Operations Contracts – Vini Montague
  1. Canon – Copier Lease
  2. Sheridan – Additional Workstations in Antelope Valley Office

**M/S/C** (C. Blin / A. Ramirez) To approve the contracts as presented

- H. Approval of Purchase of Services Contracts – Vini Montague
  1. Contracts with Conflict of Interest (6)
    - a. 24 Hour Caregivers, Inc HL1098-862 – New Vendorization
    - b. LikeFamily HL1111-862 – New Vendorization
    - c. Wood Quality Care HL1104-862 – New Vendorization

- d. Bella Vida Home Care HL1101-862 – New Vendorization
- e. Bella Vida Home Care PL2332-062 – New Vendorization
- f. Maxim Healthcare Services PL1025-062 – U&C Rate

**M/S/C** (C. Blin / A. Ramirez) To approve the contracts a. – f. as presented

2. New Vendorizations

- a. Yes I Can Unity Through Music & Education PL2343-055
- b. Sekhon, Sharn, PSY.D. PL2364-056
- c. Dr. Beliz PL2291-056
- d. BuildAbility PL2341-063
- e. Road to Independence PL2333-076
- f. A'Villa PL2347-109
- g. Achieve Speech Associates Inc PL2360-116
- h. Gersovich, Sandra PL2342-116 )
- i. Maxima Therapy and Speech PL2361-116
- j. Roya Darabi Parsa dba Dreamy Speech Therapy PL2338-116
- k. Sierra Kiley Rojas dba All Access Communication Speech Therapy PL2355-116
- l. Willow Tree Therapy PL2340-116
- m. Assurance Family Services HL1122-520
- n. Creative Minds ADP HL1122-520
- o. Illuminate Minds PL2348-605
- p. Pure Autism Counseling Center PL2350-612
- q. Pure Autism Counseling Center PL2351-615
- r. Pediatric Therapy Care PL2331-707
- s. SG Speech Therapy Inc PL2326-707
- t. Access One Homecare PL2329-896
- u. Strategic Concepts PL2250-896

**M/S/C** (C. Blin / A. Ramirez) To approve the contracts a. – m. and o. – u. as presented  
Contract n. Creative Minds ADP HL1122-520 was deferred to the Board of Trustees due to a conflict of interest, leaving the committee without a quorum.

3. Start-Up Funding

- a. FY2023 HCBS Revision (Moving \$15,381.25 to Mains'l)
- b. b. FY2024 HCBS Revision (Noah Homes, Thomas Iland)

**Notated:** The approval of vendor contracts was null and void and then deferred to the Board due to lack of quorum.

4. Usual & Customary Rates

There was a discussion regarding the usual & customary rate increase for Maxim. It was decided that contracts related to usual rates would be skipped, while remaining contracts would be sent to the Board with an explanation about the quorum issue.

I. 4th Quarter Reporting of New Vendorizations – Arshalous Garlanian

Arshalous Garlanian presented the quarterly vendorization report, which was agreed to be retained and added to the Admin Affairs calendar by Vini.

- J. Quarterly Fees Reports for PRMT and UAL – Vini Montague  
Vini Montague reviewed the fees report. The committee noted higher fees due to higher balances in accounts. There were no questions.
- K. Financial Reports – Vini Montague  
Vini discussed the fiscal year 2023-2024 budget, including a \$7 million allocation, projected \$50.9 million surplus, office improvements, and revenue sources. Details on expenditures, such as temporary staff spending and utilization of temp agencies, were provided. Vini reviewed operations, purchase of services and consolidated numbers. Mark inquired about the line of credit, which Vini confirmed was not utilized. The preliminary FY2025 allocation of \$806 million was discussed, and Vini reviewed the fiscal year 2024-2025 financials. Administrative expenditures were below the 15% limit for both fiscal years.
- L. Purchase of Services Outstanding Payments Discussion – Vini Montague  
Vini presented reports on outstanding authorizations, invoice processing times, and escalated cases.
- M. FY2025 Board Budget – Vini Montague  
The FY2025 board budget was deferred until a board spending policy is created.
- N. Review of FY2023-2024 Vendor Audits – Vini Montague  
Vini provided an update on the regional center's audit of service providers for fiscal year 2024, highlighting that they exceeded the required number of audits and were able to recapture \$350,000.
- O. Audits Update – Vini Montague  
Vini discussed DDS's draft audit report for fiscal years 2021-2022 and 2022-2023. Findings include incorrect rate model reform implementation, over and under payments related to the rate implementation, and bank reconciliation delays due to staff shortages and workflow issues. They also discussed the Service Coordinator caseload ratio report, the need for Board of Directors and Board of Trustees to complete conflict of interest statements timely, and issues with individual Consumer Trust accounts.
- Vini provided an update on the organization's audit of fiscal year 2023-2024 by our independent audit firm, Lindquist.
- Vini discussed that CalPERS conducted a focused audit of the organization's pay schedules and pay rates for classic members for a five-year period. CalPERS is expected to issue a draft audit report in October and the final audit report in November. There are potential findings related to our pay schedule, which needs the specific effective date and a clear time basis such as monthly or hourly.
- P. Revised Salary Schedule – Betsy Monahan  
Betsy Monahan reviewed the revised salary schedule, as presented in the packet.

**M/S/C** (C. Blin / A. Ramirez) To approve the Revised Salary Schedule.

Q. Human Resources – Betsy Monahan

Betsy Monahan addressed engagement of legal counsel to review personnel policies and compliance with the DDS contract, promising further updates. She presented the turnover rate and vacancy statistics for the fiscal year 2023-2024, noting a 3.6% reduction in the overall turnover rate. Betsy also highlighted the reduction in vacant positions and positions on hold. Ana and Betsy discussed a policy related to temporary to permanent time conversion, agreeing on the policy's parameters.

R. Board Member Conflict of Interest – Betsy Monahan

Betsy noted that three board members had additional conflicts of interest which were resubmitted for review, and she would report back once confirmation is received from SCDD.

## VI. Executive Session

**M/S/C** (A. Quiles/C. Blin) To enter closed session for 15 minutes at 8:33

**M/S/C** (A. Quiles/C. Blin) To exit closed session at 8:43

## VII. Review of Meeting Action Items

- A. Vini to revisit the option of a self-funded insurance pool for regional centers and bring the discussion back to the committee.
- B. Board Support and Christina to confirm with Julie Ogletree on the policies she has received.
- C. Vini to bring back the board policies to the Admin Affairs Committee agenda, pending review by the attorney.
- D. Vini to update the critical calendar with the 4th quarter reporting of new vendorizations and send it to the board for approval.
- E. Vini to move new vendorizations, startup funding, and usual and customary rates items to the Board for approval.
- F. Vini to bring back CalPERS audit draft report to the committee once received.
- G. Betsy to provide an update on the employment law counsel review of personnel policies at the next committee meeting.

## IX. Board Meeting Agenda Items

The following items were identified for the committee's section of the next Board Meeting agenda:

- A. Authorize Officer to Secure Worker's Compensation for Calendar Year 2025
- B. NLACRC Insurance Coverage for FY2024-2025
- C. Regional Center Contract with DDS
- D. Approval of Contracts
- E. 4th Quarter Report of New Vendorizations
- F. 3rd & 4th Quarterly PRMT and UAL Fees Reports

- G. Financial Reports
- H. Payments and Authorizations Timeline Summary
- I. Purchase of Services Late Bills Report
- J. 4th Quarter HR Report
- K. Monthly Human Resources Report
- L. Temporary Staff Statistics Report
- M. Board Member Conflict of Interest
- N. Revised Salary Schedule

**X. Announcements / Information Items / Public Input**

- A. Next Meeting: Thursday, November 21, 2024 @ 5:00 pm
- B. Committee Attendance

No public input

**XI. Adjournment**

Ana Quiles adjourned the meeting at 8:55 p.m.

Submitted by:

*Kimberly Visokey*

Executive Administrative Assistant



## Fiscal Year 2024-2025 Base Rent

### Lease Summary

A Office Location	B Suite, if applicable	C # Months	D Total Base Rent for FY2024-2025	E Rentable Square Foot (RSF)	F Rate Per RSF
SFV	Floor 1 thru 4	12	\$ 2,957,167.32	93,315	\$ 2.6408
SFV	Floor 7 (Suite 710)	12	\$ 410,957.94	12,968	\$ 2.6408
SFV	Floor 1 (Suite 101)	12	\$ 185,000.52	5,832	\$ 2.6435
SFV	Cage	12	\$ 23,016.00	1,918	\$ 1.0000
SFV	Parking (14 spaces)	12	\$ 4,200.00		
<b>Total SFV</b>			<b>\$ 3,580,341.78</b>	<b>114,033</b>	<b>\$ 2.6165</b>
AV	Occupy Full Premises	12	\$ 1,347,087.00	38,288	\$ 2.9319
<b>Total AV</b>			<b>\$ 1,347,087.00</b>	<b>38,288</b>	<b>\$ 2.9319</b>
SCV	Suites 150/120	12	\$ 388,989.12	11,076	\$ 2.9267
SCV	Suites 100/180/200/260	12	\$ 231,280.92	11,271	\$ 2.9314
<b>Total SCV</b>			<b>\$ 620,270.04</b>	<b>22,347</b>	<b>\$ 2.9217</b>
<b>Total</b>			<b>\$ 5,547,698.82</b>	<b>174,668</b>	<b>\$ 2.8442</b>

**Oakdale Lease Highlights  
For Fiscal Year 2024-2025  
Suites 100 through 400**

Lease Highlight	Lease Section	Description					
Landlord	Page 1	Omninet West Valley, LP 9420 Wilshire Blvd., Fourth Floor; Beverly Hills, CA 90212					
ADDRESS	Page 1	9200 Oakdale Avenue, Chatsworth, CA 91311					
Square Footage	Page 2	<b>Suites</b>		<b>RSF</b>	<b>USF</b>	<b>LOAD FACTOR</b>	
		100 (1st floor)		13,592	11,700	13.92%	
		(2nd floor)		25,355	21,600	14.81%	
		(3rd floor)		27,184	23,700	12.82%	
		(4th floor)		27,184	23,700	12.82%	
<b>Total</b>		<b>93,315</b>	<b>80,700</b>	<b>13.52%</b>			
TENANT'S SHARE	Page 3	36.17% (93,315 rsf / 258,005 rsf)					
TERM	Page 2	125 months (October 1, 2016 to February 28, 2027)					
LEASE COMMENCEMENT DATE	Page 2	October 1, 2016					
LEASE EXPIRATION DATE	Page 2	February 28, 2027					
OPTION TO TERMINATE	Page 60	No Termination Option Early termination option (last day of the 96 month, September 2024) under Article 33 has been deleted pursuant to the Second Lease Amendment (Article 7) for 1st Floor Expansion Space					
OPTION TO EXTEND	Page 56	Two (2) periods of five (5) years each Notice: minimum 9 months notice prior to the term					
RENT TYPE		Full Service Gross (Landlord pays taxes, insurance, common area maintenance expenses, utilities, and janitorial)					
BASE RENT ADJUSTMENT	Page 2	<b>Term</b>	<b>#Mos</b>	<b>Rate/RSF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>	
		10/01/16 - 09/30/17:	12.00	\$2.10	\$195,961.50	\$2,351,538.00	
		10/01/17 - 09/30/18:	12.00	\$2.16	\$201,840.35	\$2,422,084.20	
		10/01/18 - 09/30/19:	12.00	\$2.23	\$207,895.56	\$2,494,746.72	
		10/01/19 - 09/30/20:	12.00	\$2.29	\$214,132.42	\$2,569,589.04	
		10/01/20 - 09/30/21:	12.00	\$2.36	\$220,556.39	\$2,646,676.68	
		10/01/21 - 09/30/22:	12.00	\$2.43	\$227,173.09	\$2,726,077.08	
		10/01/22 - 09/30/23:	12.00	\$2.51	\$233,988.28	\$2,807,859.36	
		10/01/23 - 09/30/24:	12.00	\$2.58	\$241,007.93	\$2,892,095.16	
		10/01/24 - 09/30/25:	12.00	\$2.66	\$248,238.17	\$2,978,858.04	
		10/01/25 - 09/30/26:	12.00	\$2.74	\$255,685.31	\$3,068,223.72	
10/01/26 - 02/28/27:	5.00	\$2.82	\$263,355.87	\$1,316,779.35			
<b>Total</b>		<b>125.00</b>			<b>\$28,274,527.35</b>		
OPERATING EXPENSES AND TAXES	Page 2	Base Year: 2017 Paid Monthly, with an Annual Reconciliation of Actual cost vs. Projected cost					

**Oakdale Lease Highlights  
For Fiscal Year 2024-2025  
Suites 100 through 400**

Lease Highlight	Lease Section	Description																				
PARKING	Page 3	Total: 466 parking passes (5 parking passes per 1,000 rsf) -40 reserved stalls Grade Level -14 single underground reserved Pass -412 unreserved parking Grade Level  Rate: \$25.00 per reserved pass x 14 parking space = \$350.00 per month; the rest are free																				
SECURITY DEPOSIT	Page 13	None (\$0); However NLACRC paid \$195,961.50 first month's rent upon execution of lease																				
LATE CHARGES	Page 39	Late Charges are applied to overdue amounts after 5 days of due date 10% of overdue amount																				
RENT ABATEMENT	Page 6-7	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Month 2 through Month 12</td> <td style="width: 15%; text-align: right;">\$105,564.90</td> <td style="width: 10%; text-align: right;">11.00</td> <td style="width: 25%; text-align: right;">\$1,161,213.90</td> </tr> <tr> <td>Month 13 through 15</td> <td style="text-align: right;">\$108,731.85</td> <td style="text-align: right;">3.00</td> <td style="text-align: right;">\$326,195.55</td> </tr> <tr> <td>Month 16 through 24</td> <td style="text-align: right;">\$15,623.35</td> <td style="text-align: right;">9</td> <td style="text-align: right;">\$140,610.15</td> </tr> <tr> <td>Month 25</td> <td style="text-align: right;">\$16,092.05</td> <td></td> <td style="text-align: right;">\$16,092.05</td> </tr> <tr> <td><b>Total Rent Abatement</b></td> <td style="text-align: right;"><b>\$246,012.15</b></td> <td style="text-align: right;"><b>23.00</b></td> <td style="text-align: right;"><b>\$1,644,111.65</b></td> </tr> </table>	Month 2 through Month 12	\$105,564.90	11.00	\$1,161,213.90	Month 13 through 15	\$108,731.85	3.00	\$326,195.55	Month 16 through 24	\$15,623.35	9	\$140,610.15	Month 25	\$16,092.05		\$16,092.05	<b>Total Rent Abatement</b>	<b>\$246,012.15</b>	<b>23.00</b>	<b>\$1,644,111.65</b>
Month 2 through Month 12	\$105,564.90	11.00	\$1,161,213.90																			
Month 13 through 15	\$108,731.85	3.00	\$326,195.55																			
Month 16 through 24	\$15,623.35	9	\$140,610.15																			
Month 25	\$16,092.05		\$16,092.05																			
<b>Total Rent Abatement</b>	<b>\$246,012.15</b>	<b>23.00</b>	<b>\$1,644,111.65</b>																			
MISCELLANEOUS PROVISIONS	Page 22 Art 9(g) Page 61 Page 57 Page 4	HVAC: \$60.00 per hour  Server Room Electricity use measured by a separate meter  Monument signage, standard signage in Lobby, Eyebrow Signage on Prairie  Right of First Refusal on First Floor  May lease Storage Space at rate of \$1.00 rsf																				
Number of Staff (filled as of October 31, 2024)		554																				
Number of Authorized positions		646																				
Current Capacity (1 thru 4)		399																				
Current Capacity (7th floor)		215																				
Total Capacity (Workstations & Offices)		614																				
Capacity (Family Resource Center)		3																				



**Oakdale Lease Highlights  
For Fiscal Year 2024-2025  
Suite 710**

Lease Highlight	Lease Section	Description				
Landlord	Page 1	Omninet West Valley, LP 9420 Wilshire Blvd., Fourth Floor; Beverly Hills, CA 90212				
ADDRESS	Page 1	9200 Oakdale Avenue, Chatsworth, CA 91311				
Square Footage	Page 2	<b>Suites</b>	<b>RSF</b>	<b>USF</b>	<b>LOAD FACTOR</b>	
		<b>710 (7th floor)</b>	<b>12,968</b>	<b>9,600</b>	<b>25.97%</b>	
		<b>Total</b>	<b>12,968</b>	<b>9,600</b>	<b>25.97%</b>	
TENANT'S SHARE	Page 3	5.03% (12,968 rsf / 258,005 rsf)				
TERM	Page 2	109.50 months (February 15, 2018 to February 28, 2027)				
LEASE COMMENCEMENT DATE	Page 2	February 15, 2018 (earlier of 150 days from 09/18/2017 or commencement of business)				
LEASE EXPIRATION DATE	Page 2	February 28, 2027				
OPTION TO TERMINATE	Page 60 Article 33	No Termination Option Early termination option (last day of the 96 month, September 2024) under Article 33 has been deleted pursuant to the Second Lease Amendment (Article 7) for 1st Floor Expansion Space				
OPTION TO EXTEND	Page 56	Two (2) periods of five (5) years each Notice: minimum 9 months notice prior to the term				
RENT TYPE		Full Service Gross (Landlord pays taxes, insurance, common area maintenance expenses, utilities, and janitorial)				
BASE RENT ADJUSTMENT	Page 2	<b>Term</b>	<b>#Mos</b>	<b>Rate/RSF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
		10/01/16 - 09/30/17:	0.00	\$2.10	\$27,232.80	\$0.00
		10/01/17 - 09/30/18:	7.50	\$2.16	\$28,049.78	\$210,373.35
		10/01/18 - 09/30/19:	12.00	\$2.23	\$28,891.27	\$346,695.24
		10/01/19 - 09/30/20:	12.00	\$2.29	\$29,758.02	\$357,096.24
		10/01/20 - 09/30/21:	12.00	\$2.36	\$30,650.76	\$367,809.12
		10/01/21 - 09/30/22:	12.00	\$2.43	\$31,570.28	\$378,843.36
		10/01/22 - 09/30/23:	12.00	\$2.51	\$32,517.39	\$390,208.68
		10/01/23 - 09/30/24:	12.00	\$2.58	\$33,492.91	\$401,914.92
		10/01/24 - 09/30/25:	12.00	\$2.66	\$34,497.69	\$413,972.28
		10/01/25 - 09/30/26:	12.00	\$2.74	\$35,532.63	\$426,391.56
		10/01/26 - 02/28/27:	5.00	\$2.82	\$36,598.61	\$182,993.05
				<b>Total</b>	<b>108.50</b>	
OPERATING EXPENSES AND TAXES	Page 2	Base Year: 2017 Paid Monthly, with an Annual Reconciliation of Actual cost vs. Projected cost				
PARKING	Page 3	Total: 65 parking passes (5 parking passes per 1,000 rsf) -65 unreserved parking Grade Level				
SECURITY DEPOSIT	Page 13	None (\$0)				
LATE CHARGES	Page 39	Late Charges are applied to overdue amounts after 5 days of due date 10% of overdue amount				
RENT ABATEMENT	Page 6-7	Month 2 through Month 6 (11/01/16 through 04/01/17)	\$28,049.78	6.00	\$168,298.68	
		Total	\$28,049.78	6.00	\$168,298.68	
MISCELLANEOUS PROVISIONS	Page 22	HVAC: \$60.00 per hour				
Capacity (Workstations & Offices)		62				

**Oakdale Lease Highlights  
For Fiscal Year 2024-2025  
Suite 101**

Lease Highlight	Lease Section	Description				
Landlord	Page 1	Omninet West Valley, LP 9420 Wilshire Blvd., Fourth Floor; Beverly Hills, CA 90212				
ADDRESS	Page 1	9200 Oakdale Avenue, Chatsworth, CA 91311				
Square Footage	Page 2	<b>Suites</b>	<b>RSF</b>	<b>USF</b>	<b>LOAD FACTOR</b>	
		<b>101 (1st Floor Expansion)</b>	<b>5,832</b>	<b>5,832</b>	<b>0.00%</b>	
		<b>Total</b>	<b>5,832</b>	<b>5,832</b>	<b>0.00%</b>	
TENANT'S SHARE	Page 3	2.26% (5,832 rsf / 258,005 rsf)				
TERM	Page 2	40.84 months (October 6, 2023 to February 28, 2027)				
LEASE COMMENCEMENT DATE	Page 2	October 6, 2023 (the date Tenant commences to conduct business in Expansion Premises or the fifth (5th) day following the date of Substantial Completion of the Improvements in the Expansion Premises)				
LEASE EXPIRATION DATE	Page 2	February 28, 2027				
OPTION TO TERMINATE	Page 60	No Termination Option Early termination option (last day of the 96 month, September 2024) under Article 33 has been deleted pursuant to the Second Lease Amendment (Article 7) for 1st Floor Expansion Space				
OPTION TO EXTEND	Page 56 Article 31	Two (2) periods of five (5) years each Notice: minimum 9 months notice prior to the term				
RENT TYPE		Full Service Gross (Landlord pays taxes, insurance, common area maintenance expenses, utilities, and janitorial)				
BASE RENT ADJUSTMENT	Page 2	<b>Term</b>	<b>#Mos</b>	<b>Rate/RSF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
		10/01/16 - 09/30/17:	0.00	\$2.10	\$0.00	\$0.00
		10/01/17 - 09/30/18:	0.00	\$2.16	\$0.00	\$0.00
		10/01/18 - 09/30/19:	0.00	\$2.23	\$0.00	\$0.00
		10/01/19 - 09/30/20:	0.00	\$2.29	\$0.00	\$0.00
		10/01/20 - 09/30/21:	0.00	\$2.36	\$0.00	\$0.00
		10/01/21 - 09/30/22:	0.00	\$2.43	\$0.00	\$0.00
		10/01/22 - 09/30/23:	0.00	\$2.51	\$14,638.32	\$0.00
		10/01/23 - 09/30/24:	11.84	\$2.58	\$15,077.47	\$178,517.24
		10/01/24 - 09/30/25:	12.00	\$2.66	\$15,529.79	\$186,357.48
		10/01/25 - 09/30/26:	12.00	\$2.74	\$15,995.69	\$191,948.28
		10/01/26 - 02/28/27:	5.00	\$2.82	\$16,475.56	\$82,377.80
		<b>Total</b>	<b>40.84</b>			<b>\$639,200.80</b>
OPERATING EXPENSES AND TAXES	Page 2	Base Year: 2023 Paid Monthly, with an Annual Reconciliation of Actual cost vs. Projected cost				
PARKING	Page 3	Total: 29 parking passes (5 parking passes per 1,000 rsf) 29 unreserved parking Grade Level				
SECURITY DEPOSIT	Page 13	None (\$0)				
LATE CHARGES	Page 39	Late Charges are applied to overdue amounts after 5 days of due date 10% of overdue amount				
RENT ABATEMENT		None				
MISCELLANEOUS PROVISIONS						
Capacity (Workstations & Offices)		11				

**Oakdale Lease Highlights  
For Fiscal Year 2024-2025  
Cage Storage**

Lease Highlight	Lease Section	Description				
Landlord	Page 1	Omninet West Valley, LP 9420 Wilshire Blvd., Fourth Floor; Beverly Hills, CA 90212				
ADDRESS	Page 1	9200 Oakdale Avenue, Chatsworth, CA 91311				
Square Footage	Page 2	<b>Suites</b>	<b>RSF</b>	<b>USF</b>	<b>LOAD FACTOR</b>	<b>Start Date</b>
		Storage Space	1,000	1,000	0.00%	8/18/2017
		Storage Space	918	918	0.00%	10/1/2021
		<b>Total</b>	<b>1,918</b>	<b>1,918</b>	<b>0.00%</b>	
TERM (1,000 sq. ft. space)	Page 2	August 18, 2017 to February 28, 2027				
TERM (918 sq. ft. space)	Page 1	October 1, 2021 to February 28, 2027				
LEASE COMMENCEMENT DATE (1,000 sq. ft. space)	Page 2	August 18, 2017				
LEASE COMMENCEMENT DATE (918 sq. ft. space)	Page 1	October 1, 2021				
LEASE EXPIRATION DATE (1,000 sq. ft. space)	Page 2	February 28, 2027 or with thirty (30) days notice				
LEASE EXPIRATION DATE (918 sq. ft. space)	Page 1	February 28, 2027 or with thirty (30) days notice				
BASE RENT	Page 2	<b>Term</b>	<b>#Mos</b>	<b>Rate/RSF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
		08/18/17 - 09/30/17:	1.50	\$1.00	\$1,000.00	\$1,500.00
		10/01/17 - 09/30/18:	12.00	\$1.00	\$1,000.00	\$12,000.00
		10/01/18 - 09/30/19:	12.00	\$1.00	\$1,000.00	\$12,000.00
		10/01/19 - 09/30/20:	12.00	\$1.00	\$1,000.00	\$12,000.00
		10/01/20 - 09/30/21:	12.00	\$1.00	\$1,000.00	\$12,000.00
		10/01/21 - 09/30/22:	12.00	\$1.00	\$1,918.00	\$23,016.00
		10/01/22 - 09/30/23:	12.00	\$1.00	\$1,918.00	\$23,016.00
		10/01/23 - 09/30/24:	12.00	\$1.00	\$1,918.00	\$23,016.00
		10/01/24 - 09/30/25:	12.00	\$1.00	\$1,918.00	\$23,016.00
		10/01/25 - 09/30/26:	12.00	\$1.00	\$1,918.00	\$23,016.00
		10/01/26 - 02/28/27:	5.00	\$1.00	\$1,918.00	\$9,590.00
		<b>Total</b>		<b>114.50</b>		

**Antelope Valley Lease Highlights  
For Fiscal Year 2024-2025**

Lease Highlight	Lease Section	Description				
Landlord		Rami and Reem Dorghalli dba RD Properties (formerly Fraber Properties II- Frank Visco)				
ADDRESS		43850 10th Street West, Lancaster CA 93534				
Square Footage		<b>Suites</b>	<b>RSF</b>	<b>USF</b>	<b>LOAD FACTOR</b>	
Estimated RSF, final RSF will be determined after the construction is completed (Section 62.6)		Full Occupancy	38,288	38,288	<b>0.00%</b>	
		<b>Total</b>	<b>38,288</b>	<b>38,288</b>	<b>0.00%</b>	
TENANT'S SHARE of PREMISES		100.00%				
TERM		180 months or 15 years				
LEASE COMMENCEMENT DATE		February 1, 2021				
LEASE EXPIRATION DATE		January 31, 2036				
OPTION TO TERMINATE		none (due to new construction)				
OPTION TO EXTEND		Two (2) periods of five (5) years from May 31, 2035 as follows: 1st optional renewal term: From August 31, 2034 to May 1, 2035; Notice: At least 9 months but not more than 18 months prior to option to extend 2nd optional renewal term: From August 1, 2039 to May 1, 2040; Notice: At least 9 months but not more than 18 months prior to option to extend				
OPTION TO EXPAND		Right and option to expand into second building on property Notice to be provided to Landlord between 11/01/2025 and 11/1/2026 Provides a TI Allowance for the Expansion Space of \$78 per RSF (Section 61.4)				
RENT TYPE		Full Service Gross (Landlord pays taxes, insurance, common area maintenance expenses, utilities, and janitorial); Additionally, Landlord will provide security				
BASE RENT ADJUSTMENT		<b>Term</b>	<b>#Mos</b>	<b>Rate/RSF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
Projected Effective Date		1 02/1/21 - 01/30/22:	12	\$2.6500	\$101,463.00	\$1,217,556.00
		2 02/1/22 - 01/30/23:	12	\$2.7295	\$104,507.00	\$1,254,084.00
		3 02/1/23 - 01/30/24:	12	\$2.8114	\$107,642.00	\$1,291,704.00
		4 02/1/24 - 01/30/25:	12	\$2.8957	\$110,871.00	\$1,330,452.00
		5 02/1/25 - 01/30/26:	12	\$2.9826	\$114,198.00	\$1,370,376.00
		6 02/1/26 - 01/30/27:	12	\$3.0721	\$117,623.00	\$1,411,476.00
		7 02/1/27 - 01/30/28:	12	\$3.1642	\$121,152.00	\$1,453,824.00
		8 02/1/28 - 01/30/29:	12	\$3.2592	\$124,787.00	\$1,497,444.00
		9 02/1/29 - 01/30/30:	12	\$3.3570	\$128,530.00	\$1,542,360.00
		10 02/1/30 - 01/30/31:	12	\$3.4577	\$132,386.00	\$1,588,632.00
		11 02/1/31 - 01/30/32:	12	\$3.5614	\$136,358.00	\$1,636,296.00
		12 02/1/32 - 01/30/33:	12	\$3.6682	\$140,449.00	\$1,685,388.00
		13 02/1/33 - 01/30/34:	12	\$3.7783	\$144,662.00	\$1,735,944.00
		14 02/1/34 - 01/30/35:	12	\$3.8916	\$149,002.00	\$1,788,024.00
		15 02/1/35 - 01/30/36:	12	\$4.0084	\$153,472.00	\$1,841,664.00
		<b>Total</b>	<b>180.00</b>			<b>\$22,645,224.00</b>

**Antelope Valley Lease Highlights  
For Fiscal Year 2024-2025**

Lease Highlight	Lease Section	Description
Rent Adjustment for Subsequent Years		Lease provides for 3% increase per year.
OPERATING EXPENSES AND TAXES		<p>Base Year: 2021</p> <p>Paid Annually</p> <p>Controllable Expenses (all expenses except Taxes, Utilities, and Insurance) shall not exceed 4% per year</p> <p>Afterhours HVAC is \$40.00 per hour</p> <p>Building Security. Mon-Sun (check in times 4 times per day)</p> <p>Common Area Operating Expense (CAOE) is \$0 until Calendar Year 2021</p>
PARKING		<p>Tenant has use of the entire parking lot at no cost</p> <p>272 parking spaces as follows:</p> <p>150 parking spaces for NLACRC's exclusive use</p> <p>46 new unreserved parking spaces</p> <p>10 reserved parking spaces</p> <p>2 Electronic vehicle charging stations</p> <p>64 pre-existing unreserved parking spaces on the property</p>
SECURITY DEPOSIT		None (\$0)
MISCELLANEOUS PROVISIONS		<p>Tenant Improvement allowance is \$90.00 rsf or \$3,445,920 (excludes outdoor area)</p> <p>NLACRC has first right of refusal to 43630 10th Street West ("Second Building")</p> <p>Build to Suit-New construction; delivery date projected to be December 1, 2020</p> <p>Early Access up to 45 days prior to the expected Substantial Completion date</p> <p>Landlord responsible for Holdover Rent in the event premises is not available</p> <p>Conditional Waiver of Deed Restriction (Palmdale Regional Medical Center has a no compete clause on the property deed)</p>
Number of Staff (filled as of October 31, 2024)		155
Number of Authorized positions		214
Capacity (Workstations & Offices)		154
Capacity (Family Resource Center)		3

**Santa Clarita Valley Lease Highlights  
For Fiscal Year 2024-2025**

Lease Highlight	Lease Section	Description				
Landlord	Page 2	Tourney Road Investments, LLC 4605 Lankershim Blvd. #707; North Hollywood, CA 91602-1818				
ADDRESS	Page 2	25360 Magic Mountain Parkway, Valencia California 91355				
Square Footage	Page 2	<b>Suite</b>	<b>RSF</b>	<b>USF</b>	<b>LOAD FACTOR</b>	
		150	9,620	8,364	13.06%	
		120	1,456	1,263	13.26%	
		100	3,907	3,397	13.05%	
		180	1,004	873	13.05%	
		200	3,262	2,836	13.06%	
		260	3,098	2,694	13.04%	
		<b>Total</b>	<b>22,347</b>	<b>19,427</b>	<b>15.03%</b>	
TENANT'S SHARE		45.08%: (22,347 RSF / 49,570 total RSF)				
TERM	1 D	120 months or 10 years				
ORIGINAL LEASE COMMENCEMENT DATE	1 D	June 1, 2022				
LEASE EXPIRATION DATE	1 D	May 31, 2032				
OPTION TO TERMINATE		Option to terminate lease effective on May 31, 2029 Written notice to landlord no later than May 31, 2028 Termination Fee: Unamortized free rent, TI's and commissions @6%, 2 months base rent				
OPTION TO EXTEND	31	No Option to Renew				
RENT TYPE	18 & 19	Full Service Gross (Landlord pays taxes, insurance, common area maintenance expenses, utilities, and janitorial)				
BASE RENT ADJUSTMENT		<b>Term</b>	<b>#Mos</b>	<b>Rate/RSF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
	1	06/01/22 - 05/31/23:	12	\$2.75	\$61,454.00	\$737,448.00
	2	06/01/23 - 05/31/24:	12	\$2.83	\$63,242.00	\$758,904.00
	3	06/01/24 - 05/31/25:	12	\$2.92	\$65,253.00	\$783,036.00
	4	06/01/25 - 05/31/26:	12	\$3.00	\$67,041.00	\$804,492.00
	5	06/01/26 - 05/31/27:	12	\$3.10	\$69,276.00	\$831,312.00
	6	06/01/27 - 05/31/28:	12	\$3.19	\$71,287.00	\$855,444.00
	7	06/01/28 - 05/31/29:	12	\$3.28	\$73,298.00	\$879,576.00
	8	06/01/29 - 05/31/30:	12	\$3.38	\$75,533.00	\$906,396.00
	9	06/01/30 - 05/31/31:	12	\$3.48	\$77,768.00	\$933,216.00
	10	06/01/31 - 05/31/32:	12	\$3.59	\$80,226.00	\$962,712.00
		<b>Total</b>	<b>120.00</b>		<b>\$8,452,536.00</b>	
OPERATING EXPENSES AND TAXES	3	Base Year: Calendar Year 2022  <u>Comment:</u> Paid Monthly, with an Annual Reconciliation of Actual cost vs. Projected cost				

**Santa Clarita Valley Lease Highlights  
For Fiscal Year 2024-2025**

Lease Highlight	Lease Section	Description
PARKING	5	4 spaces per 1,000 rsf leased, free  90 unreserved parking spaces Landlord does not currently provide reserved parking, but if it became available, Landlord shall provide NLACRC with a share of the reserved parking spaces based on the overall parking allocation
SECURITY DEPOSIT	6	\$27,803.76 If annual revenue falls below \$300 million, additional \$52,380.10 security deposit required
LATE CHARGES	11	Late Charges are applied to overdue amounts after 5 days of due date 5% of overdue amount
MISCELLANEOUS PROVISIONS	76H	HVAC at \$85.00 per hour
Number of Staff (filled as of October 31, 2024)		74
Number of Authorized positions		85
Capacity (Workstations & Offices)		77
Capacity (Family Resource Center)		2



NANCY BARGMANN  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Developmental Services**

1215 O Street, Sacramento, CA 95814

[www.dds.ca.gov](http://www.dds.ca.gov)



GAVIN NEWSOM  
GOVERNOR

July 22, 2024

Cristina Preuss, Interim Executive Director  
North Los Angeles County Regional Center  
9200 Oakdale Avenue, Suite 100  
Chatsworth, CA 91311

Dear Ms. Preuss:

Approval of Housing Acquisition of 10145 Genesta Avenue, Northridge, California 91325 and Fiscal Year (FY) 2022-23 Community Placement Plan (CPP)/Community Resource Development Plan (CRDP) Modification

The Department of Developmental Services (DDS) approves North Los Angeles County Regional Center’s (NLACRC) May 9, 2024 request to support the acquisition of the property as summarized below:

**CPP Project Summary**

CPP Project Number(s)	NLACRC-2223-2
Housing Developer Organization	Brilliant Corners (BC)
Property Address	10145 Genesta Avenue, Northridge, California 91325
Housing Type	Enhanced Behavioral Supports Home (EBSH)
Number of Beds	4
Bed Designation	4 Community (Children)
Applicable CPP Housing Guidelines	FY 2017-18
Loan Term	25 Years



Cristina Preuss, Interim Executive Director

July 22, 2024

Page two

DDS approved NLACRC to use up to \$350,000 in FY 2022-23 CRDP Acquisition Start-Up funds and \$400,000 in FY 2022-23 CRDP Renovation Start-Up funds. To support the development of this project, DDS authorizes NLACRC to use up to an additional \$361,339 in FY 2022-23 CRDP Acquisition Start-Up funds and up to an additional \$151,131 in FY 2022-23 CRDP Renovation Start-Up funds. As a result, NLACRC may use up to a total of \$711,339 in FY 2022-23 RDP funds in the next allocation cycle.

This approval is based on information provided by NLACRC, and contingent upon the following:

- The term of the loan is 25 years.
- The operating and administrative costs are reasonable and appropriate.
- The EBSH will qualify for licensure to be issued by the Department of Social Services, Community Care Licensing.
- The purchase price for the home is within the appraised value of the property.
- The reimbursement rate for the service provider is sufficient to support operating costs and the project's lease payment.
- The recordation of the required CPP property documents, DDS-approved Restrictive Covenant, DDS Deed of Trust, and Profit Participation Agreement, if applicable, shall occur at the time BC becomes the fee owner of the property.
- The verification that all CPP property documents comply with the FY 2017-18 CPP Housing Guidelines, including the accuracy of the DDS-approved amount of CPP funds specified in the DDS Deed of Trust and Promissory Note (or Profit Participation Agreement, if applicable).
- BC shall demonstrate that the property manager cost is a direct cost incurred to operate the property and is separate and distinct from administrative costs. BC shall maintain and make available records for audit purposes.
- Approved monthly operating budget shall not exceed \$ 9,679 without prior DDS approval.


Cristina Preuss, Interim Executive Director  
July 22, 2024  
Page three

### Approved Funding Summary

<b>NLACRC-2223-2</b>	<b>FY 2022-23 (NLACRC-2223-2)</b>	<b>Funding Type</b>	<b>Total Approved</b>
<b>Acquisition</b>	\$711,339	CRDP	\$711,339
<b>Renovation</b>	\$551,131	CRDP	\$551,131
<b>Total by FY</b>	\$1,262,470	CRDP	\$1,262,470

If you have any questions regarding this letter, please contact Victoria Christiansen, Office of Community Development at (916) 654-2766 or by email at [victoria.christiansen@dds.ca.gov](mailto:victoria.christiansen@dds.ca.gov).

Sincerely,

DocuSigned by:  
  
8B8777B4A8674DA...

**TIFFANI ANDRADE**

Assistant Deputy Director

cc: Nancy Salyers, NLACRC  
Evelyn McOmie, NLACRC  
Xochitl Aragon, NLACRC  
Kimberly Johnson-McNeill, NLACRC  
Arshalous Garlanian, NLACRC  
Yvonne McCuistion Tucker, DDS  
Julia Kim, DDS  
Tracy Thach, DDS



NANCY BARGMANN  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Developmental Services**

1215 O Street, Sacramento, CA 95814

[www.dds.ca.gov](http://www.dds.ca.gov)



GAVIN NEWSOM  
GOVERNOR

March 27, 2024

Cristina Preuss, Interim Executive Director  
North Los Angeles County Regional Center  
9200 Oakdale Avenue, Suite 100  
Chatsworth, CA 91311

Dear Ms. Preuss:

Approval of Housing Acquisition of 2110 W Avenue N4, Palmdale, California 93551  
and Fiscal Year (FY) 2022-23 Community Placement Plan (CPP) Modification

The Department of Developmental Services (DDS) approves North Los Angeles County Regional Center’s (NLACRC) February 21, 2024 request to support the acquisition of the property as summarized below:

**CPP Project Summary**

CPP Project Number(s)	NLACRC-2223-3
Housing Developer Organization	Brilliant Corners (BC)
Property Address	2110 W Avenue N4, Palmdale, California 93551
Housing Type	Enhanced Behavioral Supports Home (EBSH) with Delayed Egress (DE)
Number of Beds	4
Bed Designation	2 Institution for Mental Disease 2 Community
Applicable CPP Housing Guidelines	FY 2017-18
Loan Term	24 Years

Cristina Preuss, Interim Executive Director

March 27, 2024

Page two

DDS approved NLACRC to use up to \$350,000 in FY 2022-23 CPP Acquisition Start-Up funds and \$400,000 in FY 2022-23 CPP Renovation Start-Up funds. To support the development of this project, DDS authorizes NLACRC to redirect \$76,950 from Acquisition to Renovation. In addition, DDS authorizes NLACRC to use up to an additional \$380,985 in FY 2022-23 CPP Renovation Start-Up funds. As a result, NLACRC may use up to a total of \$273,050 in FY 2022-23 CPP Acquisition Start-Up funds and up to \$780,985 in FY 2022-23 CPP Renovation Start-Up funds. DDS will allocate the additional \$304,035 in FY 2022-23 CPP funds in the next allocation cycle.

This approval is based on information provided by NLACRC, and contingent upon the following:

- NLACRC will continue the discussion with the Department regarding the addition of Accessory Dwelling Unit (ADU) or a second residential facility on the property.
- The term of the loan is 24 years.
- The operating and administrative costs are reasonable and appropriate.
- The EBSH with DE will qualify for licensure to be issued by the Department of Social Services, Community Care Licensing.
- The purchase price for the home is within the appraised value of the property.
- The reimbursement rate for the service provider is sufficient to support operating costs and the project's lease payment.
- The recordation of the required CPP property documents, DDS-approved Restrictive Covenant, DDS Deed of Trust, and Profit Participation Agreement, if applicable, shall occur at the time BC becomes the fee owner of the property.
- The verification that all CPP property documents comply with the FY 2017-18 CPP Housing Guidelines, including the accuracy of the DDS-approved amount of CPP funds specified in the DDS Deed of Trust and Promissory Note (or Profit Participation Agreement, if applicable).
- BC shall demonstrate that the property manager cost is a direct cost incurred to operate the property and is separate and distinct from administrative costs. BC shall maintain and make available records for audit purposes.
- Approved monthly operating budget shall not exceed \$ 9,277 without prior DDS approval.

Cristina Preuss, Interim Executive Director  
March 27, 2024  
Page three

**Approved Funding Summary**

<b>NLACRC-2223-3</b>	<b>FY 2022-23 (NLACRC- 2223-3)</b>	<b>Funding Type</b>	<b>Total Approved</b>
<b>Acquisition</b>	\$273,050	CPP	\$273,050
<b>Renovation</b>	\$780,985	CPP	\$780,985
<b>Total by FY</b>	\$1,054,035	CPP	\$1,054,035

If you have any questions regarding this letter, please contact Victoria Christiansen, Office of Community Development at (916) 654-2766 or by email at [victoria.christiansen@dds.ca.gov](mailto:victoria.christiansen@dds.ca.gov).

Sincerely,

DocuSigned by:  
  
8B8777B4A8674DA...

TIFFANI ANDRADE  
Assistant Deputy Director

cc: Nancy Salyers, NLACRC  
Evelyn McOmie, NLACRC  
Xochitl Aragon, NLACRC  
Kimberly Johnson-McNeill, NLACRC  
Arshalous Garlanian, NLACRC  
Yvonne McCuistion Tucker, DDS  
Julia Kim, DDS  
Tracy Thach, DDS



# North Los Angeles County Regional Center

Main 818-778-1900 • Fax 818-756-6140 #200 Oakdale Avenue #100, Chatsworth, CA 91311 www.nlacrc.org

## Contract Summary and Board Resolution

No.	Description	Contract Summary
1.	<b>Contract Overview: (New or Amendment) (POS or OPS)</b>	Second Amendment to CPP/CRDP Housing Agreement, Purchase of Services (POS)
2.	<b>The Name of Vendor or Service Provider</b>	Brilliant Corners 1. Vendor Number: PL2186 Service code: 999 Project # NLACRC-2223-2 (EBSH Genesta)  2. Vendor Number: PL2187 Service code: 999 Project # NLACRC-2223-3 (EBSH Ave N4)
3.	<b>The Purpose of the Contracts</b>	Each Community Placement Plan (“CPP”)/ Community Resource Development Plan (“CRDP”) Housing Agreement for Housing Development Organization (“HDO”) to acquire and renovate a property to suit the needs of four (4) individuals with developmental disabilities who require the services of an Enhanced Behavioral Supports Home (“EBSH”): 1. PL2186 will be developed as an EBSH for children: 3 ambulatory, 1 non-ambulatory. 2. PL2187 will be developed as an EBSH with Delayed Egress for adult males: 2 ambulatory, 2 non-ambulatory.  The purpose of the First Amendment was to establish milestones for renovation funding.  The purpose of the Second Amendment is, per DDS approval, to increase the Maximum Funding Amount by \$512,470.00 for PL2186 and by \$304,035.00 for PL2187.
4.	<b>The Contract Term</b>	Thirty (30) year contract effective June 1, 2023 through the earlier of (1) the date HDO is no longer owner of the Property or (2) May 31, 2053.  The termination or expiration of the Agreement shall not affect the continued enforceability of the documents intended to survive its termination.



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5.	<b>The Total Amount of the Contract</b>	<p>PL2186: CPP Funds  Original Maximum Funding Amount: \$750,000.00  Acquisition: \$350,000.00  Renovation: \$400,000.00  Revised Maximum Funding Amount: \$1,262,470.00  Acquisition: \$711,339.00  Renovation: \$551,131.00</p> <p>PL2187: CRDP Funds  Original Maximum Funding Amount: \$750,000.00  Acquisition: \$350,000.00  Renovation: \$400,000.00  Revised Maximum Funding Amount: \$1,054,035.00  Acquisition: \$273,050.00  Renovation: \$780,985.00</p>
6.	<b>The Total Proposed Number of Consumers Served</b>	Each EBSH will have a capacity of 4 consumers.
7.	<b>The Rate of Payment or Payment Amount</b>	Payment will be reimbursed to HDO based on performance milestones or on other such terms as required under DDS's written guidelines.
8.	<b>Method or Process Utilized to Award the Contract.</b>	<p>Brilliant Corners was awarded funding through a Request for Proposal ("RFP") process.</p> <p>PL2186 Children's EBSH published by NLACRC on March 2, 2023 and closed on April 10, 2023. Applicant was selected on May 3, 2023.</p> <p>PL2187 Adult EBSH published by NLACRC on March 30, 2023 and closed on May 3, 2023. Applicant was selected on May 26, 2023.</p>
9.	<b>Method or Process Utilized to Establish the Rate or the Payment Amount</b>	<p>Funding was established in NLACRC's FY2022-2023 CPP/CRDP approved by DDS on February 1, 2023 and March 9, 2023 and amended on April 19, 2023. The acquisition of the property will be pursuant to DDS CPP/CRDP Housing Guidelines for Fiscal Year 2017-2018, dated July 1, 2017 and DDS CPP/CRDP Guidelines for Fiscal Year 2022-2023, dated September 29, 2022.</p> <ol style="list-style-type: none"> <li>1. PL2186: During property acquisition, which has since completed escrow, on June 10, 2024, DDS approved increase to funding of additional \$512,470.00 FY2023-2024 funds on July 22, 2024.</li> </ol>



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9.	<p><b>Method or Process Utilized to Establish the Rate or the Payment Amount (cont'd)</b></p>	<p>2. PL2187: During property acquisition, which has since completed escrow, on March 15, 2024, DDS approved increase to funding of additional \$304,035.00 FY2023-2024 funds on March 27, 2024.</p> <p>The funds will be included in the next allocation.</p>
10.	<p><b>Exceptional Conditions or Terms: Yes/No If Yes, provide explanation</b></p>	<p>The restrictive covenant on the property acquired by Brilliant Corners for these projects effective September 13, 2024 (PL2186) and (PL2187) do not have a term limit on it.</p> <p>Brilliant Corners is the current owner of the following additional seven (7) permanent housing projects to serve a maximum of thirty (30) consumers:</p> <ol style="list-style-type: none"> <li>1. ARFPSHN: Babcock Avenue, Valley Village (Commencement date January 1, 2013)</li> <li>2. SRF: Kelvin Avenue, Woodland Hills (Commencement date June 1, 2014)</li> <li>3. SRF: Kelvin Avenue, Winnetka (Commencement date April 4, 2013)</li> <li>4. SRF: Mayall Street, Northridge (Commencement date January 1, 2013)</li> <li>5. EBSH: Wyse Road, Santa Clarita (Commencement date June 1, 2020)</li> <li>6. EBSH: W Avenue D10, Lancaster (Commencement date Dec. 21, 2023)</li> <li>7. ARFPSHN: San Jose Street, (Commencement date September 13, 2024)</li> </ol> <p>There is a restrictive covenant on each of the above properties that established that the above properties shall be maintained and be utilized solely for the benefit of the individuals with developmental disabilities for a term of 55 years (properties 1 - 4 above) and without term limit (properties 5 - 7).</p> <p>The Funding Agreement (for above properties 1 - 4) and the CPP/CRDP Housing Agreements (for above properties 5 - 7) provide provisions, not included in the Restrictive Covenants, that Brilliant Corners must demonstrate, such as insurance requirements, maintaining records, reporting requirements, improvement requirements, management, repair, and maintenance requirements, and legal remedies if</p>





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10.	<b>Exceptional Conditions or Terms: Yes/No If Yes, provide explanation (cont'd)</b>	Brilliant Corners fails to comply with the Funding Agreement/CPP/CRDP Housing Agreements or Restrictive Covenants.
11.	<b>Additional reference:</b>	<p><b>ARFPSHN:</b> Adult Residential Facilities for Persons with Special Health Care Needs (5-bed facility), as per WIC, Section 4684.50-4684.75. Statute requires that ARFPSHN's have operable automatic fire sprinkler system that is approved by the State Fire Marshal and that meets the national Fire Protection Association (NFPA) and an alternative power source to operate all functions of the facility for a minimum of six (6) hours in the event the primary power source is interrupted. Provide services to individuals with developmental disabilities who require 24-hour care and supervision and who have complex medical and health care service needs. Requires that the provider have licensed professional personnel on staff, such as a RN and LVN that can provide a variety of nursing interventions, including but not limited to tracheostomy care and suctioning, special medication regimes including injection and intravenous medications, management of insulin-dependent diabetes, treatment for wounds or pressure ulcers, pain management and palliative care, etc.</p> <p><b>EBSH:</b> Enhanced Behavioral Supports Homes (EBSH) (4 bed facility), as per WIC Section 4684.80-4684.87. Provide services to individuals with developmental disabilities who require 24-hour nonmedical care and who required enhanced behavioral supports, staffing and supervision in a homelike setting to support and address a consumer's challenging behaviors, which are beyond what is typically available in other community facilities licensed as an adult residential facility or a group home. Requires a minimum of 16 hours of emergency intervention training for the service provider's staff and additional training for direct care staff to address the specialized needs of the consumers.</p> <p><b>SRF:</b> Specialized Residential Facility-Habilitation (4-bed facility). Provide services to individuals with developmental disabilities who require 24-hour care and supervision and whose needs cannot be appropriately met within the array of other community living options available. Primary services include personal care and supervision services, homemaker, chore, attendant care, companion services, medication oversight to the extent permitted under State law. Incidental services may include therapeutic social and recreational programming provided in a home-like environment, home health care, physical therapy, occupational therapy, speech therapy, medication administration, intermittent skilled nursing services, and/or transportation as specified in the IPP. Provides 24-hour on-site response.</p>



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The North Los Angeles County Regional Center's ("NLACRC") Administrative Affairs Committee reviewed and discussed the above Amendments to the CPP/CRDP Housing Agreements ("Amendments") and is recommending an action of the Executive Committee on behalf of the Board of Trustees to **Approve** the Contract.

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Andrew Ramirez, Board Treasurer

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November 21, 2024

Date



# North Los Angeles County Regional Center

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## Contract Summary and Board Resolution

The North Los Angeles County Regional Center’s (“NLACRC”) Executive Committee on behalf of the Board of Trustees reviewed and discussed the Second Amendments to the CPP/CRDP Housing Agreements (“**Amendment**”, “**Agreement**”, or “**Contract**”) for Brilliant Corners and passed the following resolution:

**RESOLVED THAT** in compliance with NLACRC’s Board of Trustees Contract Policy, the Amendments between NLACRC and **Brilliant Corners** was reviewed and approved by NLACRC’s Executive Committee on behalf of the Board of Trustees on **November 21, 2024**.

NLACRC’s Executive Committee on behalf of the Board of Trustees hereby authorized and designates any officer of NLACRC to finalize, execute and deliver the Amendments on behalf of NLACRC, in such form as NLACRC’s legal counsel may advise, and on such further terms and conditions as such Officer may approve. The final terms of the Amendments shall be conclusively evidenced by the execution of the Amendments by such Officer. For purposes of this authorization, an “Officer” means NLACRC’s Executive Director, Deputy Director, and Chief Financial Officer, and no one else.

**Certification by Secretary:** I certify that: (1) I am the Secretary of the NLACRC; (2) the foregoing Resolution is a complete and accurate copy of the Resolution duly adopted by NLACRC’s Executive Committee on behalf of the Board of Trustees; (3) the Resolution is in full force and has not been revoked or changed in any way.

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Alma Rodriguez, Board Secretary

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November 21, 2024  
Date

## Nancy Salyers

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**From:** Thach, Tracy@DDS <Tracy.Thach@dds.ca.gov>  
**Sent:** Friday, September 13, 2024 4:57 PM  
**To:** Nancy Salyers; Kimberly Johnson-McNeill, MSW; Arshalous Garlanian, MA  
**Cc:** Kim, Julia@DDS; Andrade, Tiffani@DDS; Munoz, Angela@DDS; Morgan, Jim@DDS; McCuiston-Tucker, Yvonne@DDS; Lazaldi, Erica@DDS; Kalwani, Summer@DDS; Lapid, Catherine@DDS; Spatz-Wherritt, Whitney@DDS; McClintock, Michael@DDS; Luchessi, Michael@DDS; Davidson, Cindy@DDS; Christiansen, Victoria@DDS; Thach, Tracy@DDS  
**Subject:** [EXTERNAL] NLACRC-2324-4 San Jose Conditional HAR Approval

[EXTERNAL]

Hello,

Approval of Housing Acquisition of 20654 San Jose Street, Chatsworth, California 91311 and Fiscal Year (FY) 2023-24 Community Placement Plan (CPP)/Community Resource Development Plan (CRDP) Modification

The Department of Developmental Services (DDS) approves North Los Angeles County Regional Center's (NLACRC) August 19, 2024 request to support the acquisition of the property as summarized below:

### CPP Project Summary

CPP Project Number(s)	NLACRC-2324-4
Housing Developer Organization	Brilliant Corners (BC)
Property Address	20654 San Jose Street, Chatsworth, California 91311
Housing Type	Adult Residential Facility for Persons with Special Health Care Needs (ARFPSHN)
Number of Beds	5
Bed Designation	5 Skilled Nursing Facility
Applicable CPP Housing Guidelines	FY 2017-18
Loan Term	25 Years

DDS approved NLACRC to use up to \$300,000 in FY 2023-24 CRDP Acquisition Start-Up funds and \$400,000 in FY 2023-24 CRDP Renovation Start-Up funds. To support the development of this project, DDS authorizes NLACRC to use up to an additional \$73,690 in FY 2023-24 CRDP Acquisition Start-Up funds and up to an additional \$380,141 in FY 2023-24 CRDP Renovation Start-Up funds. As a result, NLACRC may use up to a total of \$373,690 in FY 2023-24 CRDP Acquisition Start-Up funds and up to \$780,141 in FY 2023-24 CRDP Renovation Start-Up funds. DDS will allocate the additional \$453,831 in FY 2023-24 CRDP funds in the next allocation cycle.

This approval is based on information provided by NLACRC, and contingent upon the following:

- NLACRC and BC will have a further discussion with DDS regarding the floor plan and the bidding process, in an effort to reduce the renovation costs.
- Brilliant Corners ("HDO") has reviewed the Solar Lease (the "Lease") and the Solar Operation and Maintenance Guide (the "Guide") and confirm that they are able and willing to meet all of

the obligations of the Lease and Guide. In the event that HDO does not comply with the Lease or Guide and loses access to the Solar Panels or the Solar Panels are removed from the home due to the default of BC/HDO, all costs associated with removal of the panels, late fees, fines and penalties assessed by the solar company and any costs to repair the roof and other parts of the home (beyond normal wear and tear) due to the solar panels and removal of the solar panels will be the responsibility of BC and not the RC or DDS.

- The term of the loan is 25 years.
- The operating and administrative costs are reasonable and appropriate.
- The ARFPSHN will qualify for licensure to be issued by the Department of Social Services, Community Care Licensing.
- The purchase price for the home is within the appraised value of the property.
- The reimbursement rate for the service provider is sufficient to support operating costs and the project's lease payment.
- The recordation of the required CPP property documents, DDS-approved Restrictive Covenant, DDS Deed of Trust, and Profit Participation Agreement, if applicable, shall occur at the time BC becomes the fee owner of the property.
- The verification that all CPP property documents comply with the FY 2017-18 CPP Housing Guidelines, including the accuracy of the DDS-approved amount of CPP funds specified in the DDS Deed of Trust and Promissory Note (or Profit Participation Agreement, if applicable).
- BC shall demonstrate that the property manager cost is a direct cost incurred to operate the property and is separate and distinct from administrative costs. BC shall maintain and make available records for audit purposes.
- Approved monthly operating budget shall not exceed \$ 10,151 without prior DDS approval.

**Approved Funding Summary**

<b>NLACRC-2324-4</b>	<b>FY 2023-24 (NLACRC-2324-4)</b>	<b>Funding Type</b>	<b>Total Approved</b>
<b>Acquisition</b>	\$373,690	CRDP	\$373,690
<b>Renovation</b>	\$780,141	CRDP	\$780,141
<b>Total by FY</b>	\$1,153,831	CRDP	\$1,153,831

A formal letter is forthcoming.

Thank you,

Tracy Thach  
Office of Community Development  
Department of Developmental Services  
[tracy.thach@dds.ca.gov](mailto:tracy.thach@dds.ca.gov)  
916.654.2041



# North Los Angeles County Regional Center

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## Contract Summary and Board Resolution

No.	Description	Contract Summary
1.	<b>Contract Overview: (New or Amendment) (POS or OPS)</b>	First Amendment to CRDP Housing Agreement, Purchase of Services (POS)
2.	<b>The Name of Vendor or Service Provider</b>	Brilliant Corners Vendor Number: PL2285 Service code: 999 Project # NLACRC-2324-4 (ARFPSHN San Jose St.)
3.	<b>The Purpose of the Contracts</b>	Community Resource Development Plan (“CRDP”) Housing Agreement for Housing Development Organization (“HDO”) to acquire and renovate home for development as a 5-bed (non-ambulatory) Community Care Licensed Adult Residential Facility for Persons with Special Health Care Needs (“ARFPSHN”) that will provide 24-hour health care and intensive support services in a homelike setting for male and female medically fragile individuals with developmental disabilities needing community placement or deflection from Skilled Nursing Facilities.  The purpose of the First Amendment is to establish milestones for renovation funding and, per DDS approval, to increase the Maximum Funding Amount by \$453,831.00.
4.	<b>The Contract Term</b>	Thirty (30) year contract effective June 1, 2024 through the earlier of (1) the date HDO is no longer owner of the Property or (2) May 31, 2054.  The termination or expiration of the Agreement shall not affect the continued enforceability of the documents intended to survive its termination.
5.	<b>The Total Amount of the Contract</b>	Original Maximum Funding Amount: \$700,000.00 Acquisition: \$300,000.00 Renovation: \$400,000.00 Revised Maximum Funding Amount: \$1,153,831.00 Acquisition: \$373,690.00 Renovation: \$780,141.00
6.	<b>The Total Proposed Number of Consumers Served</b>	ARFPSHN will have a capacity of 5 consumers.
7.	<b>The Rate of Payment or Payment Amount</b>	Payment will be reimbursed to HDO based on performance milestones or on other such terms as required under DDS’s written guidelines.



# North Los Angeles County Regional Center

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8.	<b>Method or Process Utilized to Award the Contract.</b>	Brilliant Corners was awarded funding through a Request for Proposal (“RFP”) process published by NLACRC on February 20, 2024 and closed on May 5, 2024. Applicant was selected on May 24, 2024.
9.	<b>Method or Process Utilized to Establish the Rate or the Payment Amount</b>	<p>Funding was established in NLACRC’s FY2023-2024 Community Placement Plan (“CPP”)/CRDP approved by DDS on January 18, 2024. The acquisition of the property will be pursuant to DDS CPP/CRDP Housing Guidelines for Fiscal Year 2017-2018, dated July 1, 2017 and DDS CPP/CRDP Guidelines for Fiscal Year 2023-2024, dated September 21, 2023.</p> <p>During property acquisition, which has since completed escrow, on September 24, 2024, DDS approved increase to funding of additional \$453,831.00 FY2023-2024 funds on September 13, 2024. The funds will be included in the next allocation.</p>
10.	<b>Exceptional Conditions or Terms: Yes/No If Yes, provide explanation</b>	<p>The restrictive covenant on the property acquired by Brilliant Corners for this project effective September 13, 2024 does not have a term limit on it.</p> <p>Brilliant Corners is the current owner of the following additional eight (8) permanent housing projects to serve a maximum of thirty-three (33) consumers:</p> <ol style="list-style-type: none"> <li>1. ARFPSHN: Babcock Avenue, Valley Village (Commencement date January 1, 2013)</li> <li>2. SRF: Kelvin Avenue, Woodland Hills (Commencement date June 1, 2014)</li> <li>3. SRF: Kelvin Avenue, Winnetka (Commencement date April 4, 2013)</li> <li>4. SRF: Mayall Street, Northridge (Commencement date January 1, 2013)</li> <li>5. EBSH: Wyse Road, Santa Clarita (Commencement date June 1, 2020)</li> <li>6. EBSH: W Avenue D10, Lancaster (Commencement date Dec. 21, 2023)</li> <li>7. EBSH: W Avenue N4, Palmdale (Commencement date March 15, 2024)</li> <li>8. EBSH: Genesta Avenue, Northridge (Commencement date May 24, 2024)</li> </ol> <p>There is a restrictive covenant on each of the above</p>





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		<p>properties that established that the above properties shall be maintained and be utilized solely for the benefit of the individuals with developmental disabilities for a term of 55 years (properties 1 - 4 above) and without term limit (properties 5 - 8).</p> <p>The Funding Agreement (for above properties 1 - 4) and the CPP/CRDP Housing Agreements (for above properties 5 - 8) provide provisions, not included in the Restrictive Covenants, that Brilliant Corners must demonstrate, such as insurance requirements, maintaining records, reporting requirements, improvement requirements, management, repair, and maintenance requirements, and legal remedies if Brilliant Corners fails to comply with the Funding Agreement/CPP/CRDP Housing Agreements or Restrictive Covenants.</p>
11.	<p><b>Additional reference:</b></p>	<p><b>ARFPSHN:</b> Adult Residential Facilities for Persons with Special Health Care Needs (5-bed facility), as per WIC, Section 4684.50-4684.75. Statute requires that ARFPSHN's have operable automatic fire sprinkler system that is approved by the State Fire Marshal and that meets the national Fire Protection Association (NFPA) and an alternative power source to operate all functions of the facility for a minimum of six (6) hours in the event the primary power source is interrupted. Provide services to individuals with developmental disabilities who require 24-hour care and supervision and who have complex medical and health care service needs. Requires that the provider have licensed professional personnel on staff, such as a RN and LVN that can provide a variety of nursing interventions, including but not limited to tracheostomy care and suctioning, special medication regimes including injection and intravenous medications, management of insulin-dependent diabetes, treatment for wounds or pressure ulcers, pain management and palliative care, etc.</p> <p><b>EBSH:</b> Enhanced Behavioral Supports Homes (EBSH) (4 bed facility), as per WIC Section 4684.80-4684.87. Provide services to individuals with developmental disabilities who require 24-hour nonmedical care and who required enhanced behavioral supports, staffing and supervision in a homelike setting to support and address a consumer's challenging behaviors, which are beyond what is typically available in other community facilities licensed as an adult residential facility or a group home. Requires a minimum of 16 hours of emergency intervention training for the service provider's staff and additional training for direct care staff to address the</p>



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		<p><b>EBSH (continued):</b> specialized needs of the consumers.</p> <p><b>SRF:</b> Specialized Residential Facility-Habilitation (4-bed facility). Provide services to individuals with developmental disabilities who require 24-hour care and supervision and whose needs cannot be appropriately met within the array of other community living options available. Primary services include personal care and supervision services, homemaker, chore, attendant care, companion services, medication oversight to the extent permitted under State law. Incidental services may include therapeutic social and recreational programming provided in a home-like environment, home health care, physical therapy, occupational therapy, speech therapy, medication administration, intermittent skilled nursing services, and/or transportation as specified in the IPP. Provides 24-hour on-site response</p>
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The North Los Angeles County Regional Center’s (“**NLACRC**”) Administrative Affairs Committee reviewed and discussed the above Amendment to the CRDP Housing Agreement (“**Amendment**”) and is recommending an action of the Executive Committee on behalf of the Board of Trustees to **Approve** the Contract.

\_\_\_\_\_  
Andrew Ramirez, Board Treasurer

\_\_\_\_\_  
November 21, 2024  
Date



# North Los Angeles County Regional Center

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## Contract Summary and Board Resolution

The North Los Angeles County Regional Center’s (“NLACRC”) Executive Committee on behalf of the Board of Trustees reviewed and discussed the First Amendment to the CRDP Housing Agreement (“**Amendment**”, “**Agreement**”, or “**Contract**”) for Brilliant Corners and passed the following resolution:

**RESOLVED THAT** in compliance with NLACRC’s Board of Trustees Contract Policy, the Amendment between NLACRC and **Brilliant Corners** was reviewed and approved by NLACRC’s Executive Committee on behalf of the Board of Trustees on **November 21, 2024**.

NLACRC’s Executive Committee on behalf of the Board of Trustees hereby authorized and designates any officer of NLACRC to finalize, execute and deliver the Amendment on behalf of NLACRC, in such form as NLACRC’s legal counsel may advise, and on such further terms and conditions as such Officer may approve. The final terms of the Amendment shall be conclusively evidenced by the execution of the Amendment by such Officer. For purposes of this authorization, an “Officer” means NLACRC’s Executive Director, Deputy Director, and Chief Financial Officer, and no one else.

**Certification by Secretary:** I certify that: (1) I am the Secretary of the NLACRC; (2) the foregoing Resolution is a complete and accurate copy of the Resolution duly adopted by NLACRC’s Executive Committee on behalf of the Board of Trustees; (3) the Resolution is in full force and has not been revoked or changed in any way.

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Alma Rodriguez, Board Secretary

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November 21, 2024

Date

**North Los Angeles County Regional Center  
Report on New Vendorizations  
FY2024-2025, Q1: 07/01/2024 - 09/30/2024**

Count	Approval Letter Signed	Vendor Name	Vendor #	Service Code	Service Description	Residential Service Level	Area Served			Effective Date
							SFV	SCV	AV	
1	10/23/2024	Center For Autism And Related Disorders	PL2088	24	Insurance Reimbursement	n/a		X		8/1/2024
2	11/6/2024	Miji Health Care Services	PL2379	24	Social Rec FMS Reimbursement	n/a	X	X	X	1/1/2024
3	10/23/2024	Center For Autism And Related Disorders	PL2344	48	Insurance Reimbursement	n/a		X		8/1/2024
4	8/29/2024	Mind Matters Psychological Services	PL2282	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
5	8/26/2024	Gaines, Jessica R, Psy.D.	PL2283	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
6	8/26/2024	Evelyn Garcia, Psy.D., A Psychological Corp.	PL2284	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
7	8/29/2024	KK Psychodiagnostics, Inc.	PL2287	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
8	8/7/2024	Alan J. Golian, Psy. D., Child Psychology Services	PL2296	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
9	8/7/2024	Musni Psychological Corporation	PL2328	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
10	8/7/2024	Golden State Psychological Services, Inc.	PL2336	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
11	8/28/2024	California Testing Psychologist, P.C.	PL2337	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
12	8/29/2024	Srolli, Amalia, Ph.D.	PL2339	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
13	8/26/2024	Carson, Elizabeth, Psy.D.	PL2334	56	Clinical Psychologist	n/a	X	X	X	7/1/2024
14	10/9/2024	Future Transitions Inc.	PL2209	76	Coordinated Family Support	n/a		X	X	12/1/2023
15	10/9/2024	Empowering Lives 4 Success Inc	PL2295	76	Coordinated Family Support	n/a	X			9/1/2024
16	7/1/2024	Claudia Cares Consulting Inc.	PL2141	99	General Self-Directed Support Services	n/a	X	X	X	3/1/2024
17	8/7/2024	Future is Now Facilitation, LLC	PL2293	99	General Self-Directed Support Services	n/a	X	X	X	7/1/2024
18	9/25/2024	HelpGrow LLC	PL2357	99	General Self-Directed Support Services	n/a	X	X	X	9/1/2024
19	7/15/2024	Gevart A.R.F. Inc	PL2255	109	Supplemental Residential Support for Level 3	n/a	X			3/1/2024
20	10/17/2024	Assurance Family Services	HL1123	520	Independent Living Program (1:2 ratio)	n/a	X			1/1/2025
21	10/17/2024	Assurance Family Services	HL1124	520	Independent Living Program (1:3 ratio)	n/a	X			1/1/2025
22	8/5/2024	Tibert, Amy	PL0568	693	Music Therapy	n/a	X			6/1/2024
23	10/8/2024	Achieve Speech Associates Inc	HL1109	805	Infant Development Program (1:1 ratio)	n/a	X			11/1/2024
24	9/13/2024	La Casa Health Services, Inc.	HL1103	854	Home Health Agency	n/a	X			8/1/2024
25	11/6/2024	Accesscare Home Health Services LLC	HL1113	854	Home Health Agency	n/a		X		11/1/2024
26	8/7/2024	High Quality Home Care Services, Inc.	HL1096	905	Adult Residential Facility	Level 2			X	8/1/2024
27	10/21/2024	Hodges Homes Inc.	HL1097	915	Adult Residential Facility	Level 3			X	10/1/2024
28	9/26/2024	Lemarsh Home Care Services, Inc.	HL1107	915	Adult Residential Facility	Level 2	X			10/1/2024
29	9/12/2024	Valley Connections Rodax	HL1114	915	Adult Residential Facility	Level 2	X			9/1/2024
30	10/21/2024	HAMLUS Wynne Home	HL1119	915	Adult Residential Facility	Level 2	X			10/1/2024
31	9/25/2024	Invincible Villas Inc.	HL1117	930	Intermediate Care Facility	DD-H		X		9/1/2024
32	9/26/2024	Momentum Agencies – Northridge House	HL1125	930	Intermediate Care Facility	DD-H	X			9/1/2024
33	11/6/2024	Hansen Community Care	HL1130	935	Intermediate Care Facility	DD-N	X			10/1/2024
34	7/24/2024	The ASL Shop, LLC	PL2289	999	HCBS Compliance Funding (FY2024)	n/a	X	X	X	6/1/2024
35	7/19/2024	Friends We Love	PL2290	999	HCBS Compliance Funding (FY2024)	n/a	X	X	X	6/1/2024
36	9/25/2024	Integrated Resources Institute	PL2335	999	HCBS Compliance Funding (FY2023)	n/a	X	X	X	7/22/2024

**Trustee Service Fees by Quarter for Post-Retirement Medical Trust  
Fiscal Year 2024-2025**

A	B	C	D	E	F
Description of Fees	Actual 7/1/2024-9/30/2024	Actual 10/1/2024-12/31/2024	Actual 1/1/2025-3/31/2025	Actual 4/1/2025-6/30/2025	Actual Total Fees FY 2024-2025
Base Fee	\$ -				\$ -
Adjustment to Meet Minimum Base Fee	\$ -				\$ -
<b>Total Ongoing Flat Fee</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Trustee/Custody Fee first \$1 Million @ \$0.004	\$ 1,250.00				\$ 1,250.00
Trustee/Custody Fee next \$4 Million @ \$0.002	\$ 2,000.00				\$ 2,000.00
Trustee/Custody Fee next \$20 Million @ \$0.001	\$ 5,000.00				\$ 5,000.00
Trustee/Custody Fee next \$20 Million @ \$0.0005	\$ 1,763.17				\$ 1,763.17
<b>Total Ongoing Fees</b>	<b>\$ 10,013.17</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,013.17</b>
Fiduciary Return Fee/Grantor's Tax Letter Preparation	\$ -	\$ -	\$ -	\$ -	\$ -
Transaction Fees	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total One-Time Fees</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Bank Fees (US Bank)</b>	<b>\$ 10,013.17</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,013.17</b>
Investment Management Fee on Balance @ \$0.0035					\$ -
<b>Total Investment Management Fee (Highmark)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Fees</b>	<b>\$ 10,013.17</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,013.17</b>
Market Value of PMRT/Trustee/Custody Fees	\$ 39,105,379.93				\$ 39,105,379.93
<b>Market Value of PMRT</b>	<b>\$ 39,105,379.93</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,105,379.93</b>
Market Value of Investment Management Fees	\$ 39,105,379.93				\$ 39,105,379.93
<b>Market Value of Investments</b>	<b>\$ 39,105,379.93</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,105,379.93</b>
<b>Percent Fees to Market Value</b>	<b>0.03%</b>				<b>0.03%</b>

## Explanation of Post-Retirement Medical Trust Fees

Description	Explanation of Fees	How Calculated
Set Up Fee	One time initial fee upon acceptance of relationship	\$250.00 minimum at account set up
Base Fee	Fee Charged per each Account	\$250.00 per year or \$62.50 per quarter
Minimum Base Fee	Minimum Fee Charged per each Plan is \$500.00. Since NLACRC is only paying \$250.00 because it has just one account, NLACRC is charged an additional \$250.00 (\$500 minimum charge less \$250 for one account)	\$250.00 per year or \$62.50 per quarter
Investment Management Fees	All investments, non-proprietary USBank funds, are subject to investment management fees. Investment management fees are calculated on the market value of the assets held in the account. Investment management fees do not apply to USBank proprietary funds. (Highmark Funds are USBank proprietary funds.)	.35% of the funds not managed by USBank
Trustee/Custody Fees	Fees charged based on the market value of the assets held in the account for the trustee/custodian services provided by USBank.	.40% on the first \$1,000,000 or (0.0040)** .20% on the next \$4,000,000 or (0.0020) .10% on the next \$20,000,000 or (0.0010) .05% on all over \$25,000,000 or (0.0005)  ** Increases to .50% on the first \$1,000,000 or (0.0050) if there are no USBank proprietary funds.
Participant Loans	Fees charged for participant loans.	Not applicable. Loans are not allowed.
Benefit Payments & check	Fees charged for benefit payments made to participants	Single disbursement \$10.00 each

## Explanation of Post-Retirement Medical Trust Fees

Description	Explanation of Fees	How Calculated
issuance	or beneficiaries.	Recurring periodic disbursement to same individual \$2.00 each
Investment Transactions	Fees charged for the purchase, sale, transfer, or reorganization items, including but not limited to mergers, full and partial calls, conversions, exchanges, and tender/purchase offers.	Not applicable.
Insurance Policies	Fees charged for insurance contract investments.	Not applicable. There are no insurance contracts investments in the trust.
Mortgage/Trust Deed Investments	Fees charged for any mortgage/trust deed investments.	Not applicable. There are no such type of investments in the trust.
Extraordinary Fees	Other services performed by the trustee/custodian not specifically contemplated by the parties at the inception of the account shall, upon mutual consent, be subject to extraordinary fees based upon the time and services rendered in performing services.	Examples, include but are not limited to, out-of-pocket expenses; and class action processing fees equal to 6% of the recovered funds.
Late Fees	If the account cannot be charged for fees after thirty (30) days, the fees not paid will be subject to a late charge.	1% per month on the unpaid balance

**Trustee Service Fees by Quarter for CalPERS Unfunded Trust ("UAL")  
Fiscal Year 2024-2025**

A	B	C	D	E	F
Description of Fees	Actual 7/1/2024-9/30/2024	Actual 10/1/2024-12/31/2024	Actual 1/1/2025-3/31/2025	Actual 4/1/2025-6/30/2025	Actual Total Fees FY 2024-2025
Base Fee	\$ -				\$ -
Adjustment to Meet Minimum Base Fee	\$ -				\$ -
<b>Total Base Fees</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Trustee/Custody Fee first \$1 Million @ \$0.005	\$ 1,250.00				\$ 1,250.00
Trustee/Custody Fee next \$4 Million @ \$0.002	\$ 2,000.00				\$ 2,000.00
Trustee/Custody Fee next \$20 Million @ \$0.001	\$ 1,383.42				\$ 1,383.42
Trustee/Custody Fee next \$20 Million @ \$0.0005	\$ -				\$ -
<b>Total Trustee Fees</b>	<b>\$ 4,633.42</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,633.42</b>
Fiduciary Return Fee/Grantor's Tax Letter Preparation	\$ -				\$ -
Wire Fees (Payments to CalPERS)	\$ -				\$ -
Outgoing ACH Non-USB	\$ 10.00				
<b>Total One-Time Fees/Credits</b>	<b>\$ 10.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total US Bank Fees</b>	<b>\$ 4,643.42</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,633.42</b>
Investment Management Fee on Balance @ \$0.0035					\$ -
<b>Total Investment Management Fees (Highmark/PFM)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Fees</b>	<b>\$ 4,643.42</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,633.42</b>
Market Value of UAL/Trustee/Custody Fees	\$ 10,533,690				\$ 10,533,690
<b>Market Value of UAL Trust</b>	<b>\$ 10,533,690</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,533,690</b>
Market Value of UAL/Investment Management Fees					\$ -
<b>Market Value of Investments</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Percent Fees to Market Value</b>	<b>0.04%</b>				



## Explanation of CalPERS Unfunded Trust ("UAL")

Description	Explanation of Fees	How Calculated
Set Up Fee	One time initial fee upon acceptance of relationship	\$250.00 minimum at account set up
Base Fee	Fee Charged per each Account	\$250.00 per year or \$62.50 per quarter
Minimum Base Fee	Minimum Fee Charged per each Plan is \$500.00. Since NLACRC is only paying \$250.00 because it has just one account, NLACRC is charged an additional \$250.00 (\$500 minimum charge less \$250 for one account)	\$250.00 per year or \$62.50 per quarter
Investment Management Fees	All investments, non-proprietary USBank funds, are subject to investment management fees. Investment management fees are calculated on the market value of the assets held in the account. Investment management fees do not apply to USBank proprietary funds. (Highmark Funds are USBank proprietary funds.)	.35% of the funds not managed by USBank
Trustee/Custody Fees	Fees charged based on the market value of the assets held in the account for the trustee/custodian services provided by USBank.	.50% on the first \$1,000,000 or (0.0040)** .20% on the next \$4,000,000 or (0.0020) .10% on the next \$20,000,000 or (0.0010) .05% on all over \$25,000,000 or (0.0005)  ** Increases from .40% to .50% on the first \$1,000,000 or (0.0050) if there are no USBank proprietary funds.
Participant Loans	Fees charged for participant loans.	Not applicable. Loans are not allowed.

## Explanation of CalPERS Unfunded Trust ("UAL")

Description	Explanation of Fees	How Calculated
Benefit Payments & check issuance	Fees charged for benefit payments made to participants or beneficiaries.	Single disbursement \$10.00 each Recurring periodic disbursement to same individual \$2.00 each
Investment Transactions	Fees charged for the purchase, sale, transfer, or reorganization items, including but not limited to mergers, full and partial calls, conversions, exchanges, and tender/purchase offers.	Not applicable.
Insurance Policies	Fees charged for insurance contract investments.	Not applicable. There are no insurance contracts investments in the trust.
Mortgage/Trust Deed Investments	Fees charged for any mortgage/trust deed investments.	Not applicable. There are no such type of investments in the trust.
Extraordinary Fees	Other services performed by the trustee/custodian not specifically contemplated by the parties at the inception of the account shall, upon mutual consent, be subject to extraordinary fees based upon the time and services rendered in performing services.	Examples, include but are not limited to, out-of-pocket expenses; and class action processing fees equal to 6% of the recovered funds.
Late Fees	If the account cannot be charged for fees after thirty (30) days, the fees not paid will be subject to a late charge.	1% per month on the unpaid balance

## Special Projects: Fiscal Year 2023-2024

Date: November 15, 2024

Project	Purpose	Amount
Staff One-Time-Only Payment	Employee morale & retention	\$ 1,963,459
Recruitment Firm (PeopleScout)	Employee hiring	\$ 730,000
Antelope Valley Office, Additional 50 Cubicles	Staffing growth	\$ 261,844
San Fernando Valley Office, Refresh Employee Breakroom Furniture	Employee morale & retention	\$ 78,212
San Fernando Valley Office, Replace Damaged Common Area Furniture	Employee morale & retention	\$ 96,869
Human Resources Consultant, HR Department Assessment	Organizational structure - Employee retention	\$ 39,000
Antelope Valley Office Equipment Loan Payoff *	Reduce liability & optimize funding for future fiscal years	\$ 710,000
IT Consultant, IT Department Assessment *	Organizational structure - Employee retention	\$ 50,000
Quality Improvement Consultant *	Organizational development - Employee retention	\$ 50,000
Post Retirement Medical Trust	Medical benefits for retirees - Employee retention	To Be Determined
CalPERS Unfunded Liability Trust	Pension benefits for retirees - Employee retention	To Be Determined
<b>TOTAL</b>		<b>\$ 3,979,384</b>

\* Estimated amounts

**NORTH LOS ANGELES COUNTY REGIONAL CENTER  
FINANCIAL REPORT-MONTHLY RECAP  
FISCAL YEAR 2024-2025  
August 2024**

BUDGET CATEGORY	Annual A-1 Allocation	Month Exp	Y-T-D Expenditures	Projected Annual Expenditures	Projected Annual Surplus/(Deficit)	Percent Under(Over) Budget
<b>Operations</b>						
Salaries & Benefits	\$89,485,626	\$5,231,231	\$10,823,939	\$89,485,626	\$0	0.00%
Operating Expenses	\$18,232,424	\$1,733,585	\$3,877,971	\$18,232,424	\$0	0.00%
Subtotal OPS General	\$107,718,050	\$6,964,816	\$14,701,910	\$107,718,050	\$0	0.00%
Salaries & Benefits - CPP Regular	\$287,675	\$62,704	\$126,682	\$287,675	\$0	0.00%
Operating Expenses - CPP Regular	\$0	\$0	\$0	\$0	\$0	0.00%
Subtotal OPS CPP Regular	\$287,675	\$62,704	\$126,682	\$287,675	\$0	0.00%
Salaries & Benefits - DC Closure/Ongoing Workload	\$211,140	\$29,444	\$65,676	\$211,140	\$0	0.00%
Operating Expenses - DC Closure/Ongoing Workload	\$0	\$0	\$0	\$0	\$0	0.00%
Subtotal OPS DC Closure/Ongoing Workload	\$211,140	\$29,444	\$65,676	\$211,140	\$0	0.00%
Family Resource Center (FRC)	\$207,187	\$0	\$0	\$207,187	\$0	0.00%
Self Determination Program (SDP) Participant Supports	\$131,333	\$0	\$0	\$131,333	\$0	0.00%
Social Recreation Projects	\$0	\$0	\$0	\$0	\$0	0.00%
Services Access & Equity (Disparities)	\$106,714	\$0	\$0	\$106,714	\$0	0.00%
Language Access & Cultural Competency	\$1,067,816	\$0	\$0	\$1,067,816	\$0	0.00%
Subtotal OPS Projects	\$1,513,050	\$0	\$0	\$1,513,050	\$0	0.00%
<b>Total Operations:</b>	<b>\$109,729,915</b>	<b>\$7,056,964</b>	<b>\$14,894,268</b>	<b>\$109,729,915</b>	<b>\$0</b>	<b>0.00%</b>
<b>Purchase of Services</b>						
Purchase of Services ("POS") (General, HCBS & ICF/SPA)	\$992,777,449	\$69,167,823	\$124,958,082	\$992,777,449	\$0	0.00%
CPP Regular and DC Closure/Ongoing Workload	\$100,000	\$0	\$0	\$100,000	\$0	0.00%
<b>Total Purchase of Services:</b>	<b>\$992,877,449</b>	<b>\$69,167,823</b>	<b>\$124,958,082</b>	<b>\$992,877,449</b>	<b>\$0</b>	<b>0.00%</b>
<b>Total NLACRC Budget:</b>	<b>\$1,102,607,364</b>	<b>\$76,224,787</b>	<b>\$139,852,350</b>	<b>\$1,102,607,364</b>	<b>\$0</b>	<b>0.00%</b>

**NORTH LOS ANGELES COUNTY REGIONAL CENTER  
FISCAL YEAR 2024-2025  
August 2024**

<b>TOTAL BUDGET SOURCES FISCAL YEAR 2024-2025</b>	
Prelim from DDS for OPS	\$64,623,482
A-1 from DDS for OPS, Projects, and CRDP/CPP	\$44,814,433
A-2 from DDS for OPS, Projects, and CRDP/CPP	
A-3 from DDS for OPS, Projects, and CRDP/CPP	
A-4 from DDS for OPS, Projects, and CRDP/CPP	
A-5 from DDS for OPS, Projects, and CRDP/CPP	
A-6 from DDS for OPS, Projects, and CRDP/CPP	
Prelim from DDS for POS	\$728,145,974
A-1 from DDS for POS and POS-CRDP/CPP	\$251,231,475
A-2 from DDS for POS-CRDP/CPP	
A-3 from DDS for POS-CRDP/CPP	
A-4 from DDS for POS-CRDP/CPP	
A-5 from DDS for POS-CRDP/CPP	
A-6 from DDS for POS-CRDP/CPP/HCBSW	
<b>Subtotal - Total Budget received from DDS</b>	<b>\$1,088,815,364</b>
Projected Revenue	292,000
<b>Subtotal - Projected Revenue Operations</b>	<b>\$292,000</b>
Projected ICF/SPA Transportation/Day Program Revenue	\$13,500,000
<b>Subtotal - Projected Revenue Purchase of Services</b>	<b>\$13,500,000</b>
<b>Total Budget</b>	<b>\$1,102,607,364</b>

<b>OPERATIONS BUDGET SOURCES FISCAL YEAR 2024-2025</b>	
<b>GENERAL OPERATIONS (Excludes Projects, CPP Regular, CRDP/CPP)</b>	
Preliminary, General Operations (OPS)	\$64,623,482
A-1, OPS Allocation	\$42,802,568
A-2, OPS Allocation	
A-3, OPS Allocation	
A-4, OPS Allocation	
A-5, OPS Allocation	
<b>Total General OPS</b>	<b>107,426,050</b>
Projected Interest Income	\$150,000
Projected Other Income	\$12,000
Projected ICF/SPA Admin Fee	\$130,000
<b>Total Other Revenue</b>	<b>\$292,000</b>
<b>TOTAL GENERAL OPS</b>	<b>\$107,718,050</b>
Preliminary, Community Resource Development Plan ("CRDP") /Community Placement Plan ("CPP")	
A-1, OPS CRDP/CPP	\$287,675
A-2, OPS CRDP/CPP	\$0
<b>Total CRDP/CPP Regular</b>	<b>\$287,675</b>
Preliminary, Developmental Center ("DC") Closure/Ongoing Workload	
A-1, OPS DC Closure/Ongoing Workload	\$211,140
A-2, OPS DC Closure/Ongoing Workload	\$0
<b>Total CPP DC Closure/Ongoing Workload</b>	<b>\$211,140</b>
Family Resource Center ("FRC")	
SDP Participant Supports	\$207,187
Services Access & Equity (Disparities)	\$131,333
Language Access & Cultural	\$106,714
	\$1,067,816
<b>Total OPS PROJECTS</b>	<b>\$1,513,050</b>
<b>Total Operations Budget</b>	<b>\$109,729,915</b>

<b>PURCHASE OF SERVICES (POS) BUDGET SOURCES FISCAL YEAR 2024-2025</b>	
<b>POS (CPP-POS Regular, CRDP/CPP)</b>	
Preliminary, POS	\$728,145,974
A-1, POS Allocation	\$251,231,475
A-2, POS Allocation	\$0
A-3, POS Allocation	\$0
A-4, POS Allocation	\$0
<b>Total General POS Allocation</b>	<b>\$979,377,449</b>
ADD:	
Projected ICF SPA Revenue	\$13,500,000
<b>Total Budget, General POS</b>	<b>\$992,877,449</b>

**NORTH LOS ANGELES COUNTY REGIONAL CENTER  
CONSOLIDATED LINE ITEM REPORT  
FISCAL YEAR 2024-2025  
August 2024**

	Projected Annual A-1 Allocation	Net Month	Expended Y-T-D	Projected Remaining Expenses	Proj Annual Expenses	Projected Surplus/ (Deficit)
<b>PURCHASE OF SERVICE</b>						
POS (General)						
3.2 Out of Home	178,699,941	13,921,354	24,766,744	153,933,197	178,699,941	0
4.3 Day Programs	133,032,178	10,581,029	17,436,299	115,595,879	133,032,178	0
4.3 Habilitation Programs	6,453,053	385,519	759,333	5,693,720	6,453,053	0
5.4 Transportation	42,292,319	3,209,232	6,321,447	35,970,873	42,292,319	0
6.5 Other Services	632,299,957	41,070,690	75,674,259	556,625,698	632,299,957	0
<b>Total POS (General):</b>	<b>992,777,449</b>	<b>69,167,823</b>	<b>124,958,082</b>	<b>867,819,367</b>	<b>992,777,449</b>	<b>0</b>
<b>CRDP &amp; CPP</b>						
CRDP & CPP Placements	100,000	0	0	100,000	100,000	0
CRDP & CPP Assessments	0	0	0	0	0	0
CRDP & CPP Start Up	0	0	0	0	0	0
Deflection CRDP & CPP	0	0	0	0	0	0
<b>Total CRDP &amp; CPP:</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>	<b>0</b>
HCBS Compliance Funding	0	0	0	0	0	0
<b>Total HCBS:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Purchase of Service:</b>	<b>992,877,449</b>	<b>69,167,823</b>	<b>124,958,082</b>	<b>867,919,367</b>	<b>992,877,449</b>	<b>0</b>
<b>OPERATIONS</b>						
25010 Salaries/Benefits	89,484,441	5,292,883	10,975,238	78,509,203	89,484,441	0
25010 Tuition Reimbursement Program	0	0	0	0	0	0
25020 Temporary Staffing Agencies	500,000	30,495	41,060	458,940	500,000	0
25020 PRMT & CalPERS UAL Deposits	0	0	0	0	0	0
<b>Total Salaries/Benefits:</b>	<b>89,984,441</b>	<b>5,323,378</b>	<b>11,016,298</b>	<b>78,968,143</b>	<b>89,984,441</b>	<b>0</b>
<b>OPERATING EXPENSE</b>						
30010 Equipment Rental	213,466	29,383	45,366	168,101	213,466	0
30020 Equipment Maint	45,000	290	290	44,710	45,000	0
30030 Facility Rent	6,952,027	1,009,506	2,014,232	4,937,794	6,952,027	0
30040 Facility.Maint. AV	100,410	0	1,248	99,163	100,410	0
30041 Facility Maint. SFV	368,858	20,323	26,124	342,734	368,858	0
30042 Facility Maint. SCV	81,615	428	843	80,772	81,615	0
30050 Communication	1,022,912	268,318	443,990	578,922	1,022,912	0
30060 General Office Exp	355,000	35,727	39,032	315,968	355,000	0
30070 Printing	32,508	96	96	32,412	32,508	0
30080 Insurance	861,181	0	838,118	23,063	861,181	0
30090 Utilities	190,631	9,041	9,041	181,589	190,631	0
30100 Data Processing	316,973	17,655	19,539	297,434	316,973	0
30110 Data Proc. Maint	186,500	1,338	1,338	185,162	186,500	0
30120 Interest Expense	90,587	2,284	7,000	83,587	90,587	0
30130 Bank Fees	233,138	192	192	232,946	233,138	0
30140 Legal Fees	786,000	20,828	20,828	765,173	786,000	0
30150 Board of Trustees Exp	101,500	1,648	2,001	99,499	101,500	0
30151 ARCA Dues	171,765	0	0	171,765	171,765	0
30160 Accounting Fees	107,550	0	0	107,550	107,550	0
30170 Equipment Purchases	1,776,209	196,633	263,758	1,512,451	1,776,209	0
30180 Contr/Consult-Adm	2,084,249	44,180	44,180	2,040,069	2,084,249	0
30220 Mileage/Travel	358,436	31,768	51,013	307,423	358,436	0
30240 General Expenses	1,654,506	43,949	49,744	1,604,762	1,654,506	0
30240 ABX2-1	141,404	0	0	141,404	141,404	0
<b>Total Operating Expenses:</b>	<b>18,232,424</b>	<b>1,733,585</b>	<b>3,877,971</b>	<b>14,354,454</b>	<b>18,232,424</b>	<b>0</b>
<b>Total Operations:</b>	<b>108,216,865</b>	<b>7,056,964</b>	<b>14,894,268</b>	<b>93,322,597</b>	<b>108,216,865</b>	<b>0</b>
<b>Total Gross Budget :</b>	<b>1,101,094,314</b>	<b>76,224,787</b>	<b>139,852,350</b>	<b>961,241,964</b>	<b>1,101,094,314</b>	<b>0</b>
OPS Projects:	1,513,050	0	0	1,513,050	1,513,050	0
<b>Total Gross Budget with Projects:</b>	<b>1,102,607,364</b>	<b>76,224,787</b>	<b>139,852,350</b>	<b>962,755,014</b>	<b>1,102,607,364</b>	<b>0</b>

**NORTH LOS ANGELES COUNTY REGIONAL CENTER**  
**GENERAL OPERATIONS (OPS) and PURCHASE OF SERVICES (POS) LINE ITEM REPORT**  
**FISCAL YEAR 2024-2025**  
**August 2024**

	<b>Projected Annual A-1 Allocation</b>	<b>Net Month</b>	<b>Expended Y-T-D</b>	<b>Projected Remaining Expenses</b>	<b>Projected Annual Expenses</b>	<b>Projected Surplus / (Deficit)</b>
<b>PURCHASE OF SERVICE</b>						
POS (General)						
3.2 Out of Home	178,699,940.82	13,921,353.79	24,766,744.17	153,933,197	178,699,941	0
4.3 Day Programs	133,032,178.17	10,581,028.80	17,436,299.16	115,595,879	133,032,178	0
4.3 Habilitation Programs	6,453,053.42	385,518.60	759,333.13	5,693,720	6,453,053	0
5.4 Transportation	42,292,319.33	3,209,232.44	6,321,446.70	35,970,873	42,292,319	0
6.5 Other Services	632,299,957.27	41,070,689.72	75,674,259.11	556,625,698	632,299,957	0
<b>Total POS (General):</b>	<b>992,777,449.00</b>	<b>69,167,823.35</b>	<b>124,958,082.27</b>	<b>867,819,367</b>	<b>992,777,449</b>	<b>0</b>
<b>OPERATIONS</b>						
25010 Salaries/Benefits	88,985,625.89	5,200,735.38	10,782,879.41	78,202,746	88,985,626	0
25010 Tuition Reimbursement Program	-	-	-	0	0	0
25020 Temporary Staffing Agencies	500,000.00	30,495.13	41,059.85	458,940	500,000	0
25020 PRMT & CalPERS UAL Deposits	-	-	-	0	0	0
<b>Total Salaries:</b>	<b>89,485,625.89</b>	<b>5,231,230.51</b>	<b>10,823,939.26</b>	<b>78,661,687</b>	<b>89,485,626</b>	<b>0</b>
<b>OPERATING EXPENSE</b>						
30010 Equipment Rental	213,466.34	29,383.02	45,365.59	168,101	213,466	0
30020 Equipment Maint	45,000.00	290.00	290.00	44,710	45,000	0
30030 Facility Rental	6,952,026.71	1,009,506.12	2,014,232.45	4,937,794	6,952,027	0
30040 Facility Maint. AV	100,410.00	-	1,247.50	99,163	100,410	0
30041 Facility Maint. SFV	368,858.00	20,322.79	26,123.94	342,734	368,858	0
30042 Facility Maint. SCV	81,615.00	427.50	843.07	80,772	81,615	0
30050 Communication	1,022,911.93	268,318.08	443,990.29	578,922	1,022,912	0
30060 General Office Exp	355,000.00	35,727.18	39,032.46	315,968	355,000	0
30070 Printing	32,508.00	95.58	95.58	32,412	32,508	0
30080 Insurance	861,181.00	-	838,117.74	23,063	861,181	0
30090 Utilities	190,630.77	9,041.29	9,041.29	181,589	190,631	0
30100 Data Processing	316,973.00	17,655.07	19,538.67	297,434	316,973	0
30110 Data Proc. Maint	186,500.00	1,337.71	1,337.71	185,162	186,500	0
30120 Interest Expense	90,587.00	2,283.79	6,999.99	83,587	90,587	0
30130 Bank Fees	233,138.00	191.67	191.67	232,946	233,138	0
30140 Legal Fees	786,000.00	20,827.50	20,827.50	765,173	786,000	0
30150 Board of Trustees Exp	101,500.00	1,648.25	2,001.38	99,499	101,500	0
30151 ARCA Dues	171,765.00	-	-	171,765	171,765	0
30160 Accounting Fees	107,550.00	-	-	107,550	107,550	0
30170 Equipment Purchases & Software	1,776,208.71	196,633.01	263,758.07	1,512,451	1,776,209	0
30180 Contr/Consult	2,084,248.78	44,179.50	44,179.50	2,040,069	2,084,249	0
30220 Mileage/Travel	358,436.00	31,768.19	51,012.54	307,423	358,436	0
30240 General Expenses	1,654,505.87	43,949.19	49,743.64	1,604,762	1,654,506	0
30240 ABX2-1 Admin	141,404.00	-	-	141,404	141,404	0
<b>Total Operating Expenses:</b>	<b>18,232,424.11</b>	<b>1,733,585.44</b>	<b>3,877,970.58</b>	<b>14,354,454</b>	<b>18,232,424</b>	<b>0</b>
<b>Total Operations:</b>	<b>107,718,050.00</b>	<b>6,964,815.95</b>	<b>14,701,909.84</b>	<b>93,016,140</b>	<b>107,718,050</b>	<b>0</b>
<b>Gross Budget:</b>	<b>1,100,495,499</b>	<b>76,132,639</b>	<b>139,659,992.11</b>	<b>960,835,507</b>	<b>1,100,495,499</b>	<b>0</b>
<b>% of Budget:</b>	<b>100.00%</b>	<b>6.92%</b>	<b>12.69%</b>	<b>87.31%</b>	<b>100.00%</b>	<b>0.00%</b>

**NORTH LOS ANGELES COUNTY REGIONAL CENTER**  
**Community Resource Development Plan ("CRDP") & Community Placement Plan ("CPP") Line Item Report**  
**Regular CPP**  
**FISCAL YEAR 2024-2025**  
**August 2024**

	Projected Annual A-1 Allocation	Net Month	Expended Y-T-D	Projected Remaining Expenses	Projected Annual Expenses	Projected Surplus/(Deficit)
<b>PURCHASE OF SERVICE</b>						
<b>CPP Regular</b>						
CPP Placements	100,000	0	0	100,000	100,000	0
CPP Assessments	0	0	0	0	0	0
CPP Start Up	0	0	0	0	0	0
Deflection CPP	0	0	0	0	0	0
Total CPP Regular:	100,000	0	0	100,000	100,000	0
<b>OPERATIONS</b>						
25010 Salaries/Benefits	287,675	62,704	126,682	160,993	287,675	0
Total Salaries:	287,675	62,704	126,682	160,993	287,675	0
<b>OPERATING EXPENSE</b>						
30010 Equipment Rental	0	0	0	0	0	0
30020 Equipment Maint	0	0	0	0	0	0
30030 Facility Rental	0	0	0	0	0	0
30040 Facility Maint. AV	0	0	0	0	0	0
30041 Facility Maint. SFV	0	0	0	0	0	0
30042 Facility Maint. SCV	0	0	0	0	0	0
30050 Communication	0	0	0	0	0	0
30060 General Office Exp	0	0	0	0	0	0
30070 Printing	0	0	0	0	0	0
30080 Insurance	0	0	0	0	0	0
30090 Utilities	0	0	0	0	0	0
30100 Data Processing	0	0	0	0	0	0
30110 Data Proc. Maint	0	0	0	0	0	0
30120 Interest Expense	0	0	0	0	0	0
30130 Bank Fees	0	0	0	0	0	0
30140 Legal Fees	0	0	0	0	0	0
30150 Board of Trustees Exp	0	0	0	0	0	0
30151 ARCA Dues	0	0	0	0	0	0
30160 Accounting Fees	0	0	0	0	0	0
30170 Equipment Purchases	0	0	0	0	0	0
30180 Contr/Consult CPP	0	0	0	0	0	0
30220 Mileage/Travel	0	0	0	0	0	0
30240 General Expenses	0	0	0	0	0	0
Total Operating Expenses:	0	0	0	0	0	0
Total Operations:	287,675	62,704	126,682	160,993	287,675	0
Gross Budget:	387,675	62,704	126,682	260,993	387,675	0



**NORTH LOS ANGELES COUNTY REGIONAL CENTER**  
**Community Resource Development Plan ("CRDP") & Community Placement Plan ("CPP") Line Item Report**  
**Developmental Center ("DC") Closure/Ongoing Workload**  
**FISCAL YEAR 2024-2025**  
**August 2024**

	Projected Annual A-1 Allocation	Net Month	Expended Y-T-D	Projected Remaining Expenses	Projected Annual Expenses	Projected Surplus/(Deficit)
<b>PURCHASE OF SERVICE</b>						
<b>CRDP/CPP</b>						
CRDP & CPP Placements	0	0	0	0	0	0
CRDP & CPP Assessments	0			0	0	0
CRDP & CPP Start Up	0			0	0	0
Deflection CRDP & CPP	0			0	0	0
Total CRDP/CPP:	0	0	0	0	0	0
<b>OPERATIONS</b>						
25010 Salaries/Benefits	211,140	29,444	65,676	145,464	211,140	0
Total Salaries:	211,140	29,444	65,676	145,464	211,140	0
<b>OPERATING EXPENSE</b>						
30010 Equipment Rental	0	0	0	0	0	0
30020 Equipment Maint	0	0	0	0	0	0
30030 Facility Rental	0	0	0	0	0	0
30040 Facility Maint. AV	0	0	0	0	0	0
30041 Facility Maint. SFV	0	0	0	0	0	0
30042 Facility Maint. SCV	0	0	0	0	0	0
30050 Communication	0	0	0	0	0	0
30060 General Office Exp	0	0	0	0	0	0
30070 Printing	0	0	0	0	0	0
30080 Insurance	0	0	0	0	0	0
30090 Utilities	0	0	0	0	0	0
30100 Data Processing	0	0	0	0	0	0
30110 Data Proc. Maint	0	0	0	0	0	0
30120 Interest Expense	0	0	0	0	0	0
30130 Bank Fees	0	0	0	0	0	0
30140 Legal Fees	0	0	0	0	0	0
30150 Board of Trustees Exp	0	0	0	0	0	0
30151 ARCA Dues	0	0	0	0	0	0
30160 Accounting Fees	0	0	0	0	0	0
30170 Equipment Purchases	0	0	0	0	0	0
30180 Contr/Consult CPP	0	0	0	0	0	0
30220 Mileage/Travel	0	0	0	0	0	0
30240 General Expenses	0	0	0	0	0	0
Total Operating Expenses:	0	0	0	0	0	0
Total Operations:	211,140	29,444	65,676	145,464	211,140	0
Gross Budget:	211,140	29,444	65,676	145,464	211,140	0
% of Budget:	100.00%	13.95%	31.11%	68.89%	100.00%	0.00%

# NORTH LOS ANGELES COUNTY REGIONAL CENTER

## Operations ("OPS") Project Line Item Report

FISCAL YEAR 2024-2025

August 2024

	Projected Annual A-1 Allocation	EXPENDED MONTH	EXPENDED Y-T-D	BALANCE REMAINING	PROJECTED EXPENDITURES	SURPLUS/ (DEFICIT)
Family Resource Center ("FRC")	\$207,187	\$0	\$0	\$207,187	\$207,187	\$0
Self Determination Program ("SDP") Participant Support	\$131,333	\$0	\$0	\$131,333	\$131,333	\$0
Social Recreation Projects	\$0	\$0	\$0	\$0	\$0	\$0
Services Access & Equity (Disparities)	\$106,714	\$0	\$0	\$106,714	\$106,714	\$0
Language Access & Cultural Competency	\$1,067,816	\$0	\$0	\$1,067,816	\$1,067,816	\$0
<b>TOTAL:</b>	<b>\$1,513,050</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,513,050</b>	<b>\$1,513,050</b>	<b>\$0</b>

**Family Resource Center:** Family Resource Center provides services and support for families and infants and toddlers, under the age of three years, that have a developmental delay, disability, or condition that places them at risk of a disability. Services include, as specified in Government Code 95024(d)(2), parent-to-parent support, information dissemination, public awareness, and family-professional collaboration activities; and per Government Code 95001(a)94), family-to-family support to strengthen families' ability to participate in service planning.

**Self Determination Program Participant Support:** The SDP allows for regional center consumers and their families more freedom, control, and responsibility in choosing services, supports, and providers to help meet the objectives in their individual program plans. The SDP Participant Support is for regional centers, in collaboration with the local volunteer advisory committees, to assist selected participants in their transition to SDP.

**Service Access & Equity (Disparities within Regional Center System):** Allocation for one position for each regional center. Moved allocation of \$106,714 to Regular Operations

**NORTH LOS ANGELES COUNTY REGIONAL CENTER  
FINANCIAL REPORT-MONTHLY RECAP  
FISCAL YEAR 2024-2025  
September 2024**

BUDGET CATEGORY	Annual A-1 Allocation	Month Exp	Y-T-D Expenditures	Projected Annual Expenditures	Projected Annual Surplus/(Deficit)	Percent Under(Over) Budget
<b>Operations</b>						
Salaries & Benefits	\$89,485,626	\$5,001,526	\$15,825,465	\$89,485,626	\$0	0.00%
Operating Expenses	\$18,232,424	\$940,962	\$4,818,933	\$18,232,424	\$0	0.00%
Subtotal OPS General	\$107,718,050	\$5,942,488	\$20,644,398	\$107,718,050	\$0	0.00%
Salaries & Benefits - CPP Regular	\$287,675	\$65,979	\$192,661	\$287,675	\$0	0.00%
Operating Expenses - CPP Regular	\$0	\$0	\$0	\$0	\$0	0.00%
Subtotal OPS CPP Regular	\$287,675	\$65,979	\$192,661	\$287,675	\$0	0.00%
Salaries & Benefits - DC Closure/Ongoing Workload	\$211,140	\$49,673	\$115,350	\$211,140	\$0	0.00%
Operating Expenses - DC Closure/Ongoing Workload	\$0	\$0	\$0	\$0	\$0	0.00%
Subtotal OPS DC Closure/Ongoing Workload	\$211,140	\$49,673	\$115,350	\$211,140	\$0	0.00%
Family Resource Center (FRC)	\$207,187	\$0	\$0	\$207,187	\$0	0.00%
Self Determination Program (SDP) Participant Supports	\$131,333	\$0	\$0	\$131,333	\$0	0.00%
Social Recreation Projects	\$0	\$0	\$0	\$0	\$0	0.00%
Services Access & Equity (Disparities)	\$106,714	\$0	\$0	\$106,714	\$0	0.00%
Language Access & Cultural Competency	\$1,067,816	\$0	\$0	\$1,067,816	\$0	0.00%
Subtotal OPS Projects	\$1,513,050	\$0	\$0	\$1,513,050	\$0	0.00%
<b>Total Operations:</b>	<b>\$109,729,915</b>	<b>\$6,058,141</b>	<b>\$20,952,409</b>	<b>\$109,729,915</b>	<b>\$0</b>	<b>0.00%</b>
<b>Purchase of Services</b>						
Purchase of Services ("POS") (General, HCBS & ICF/SPA)	\$992,777,449	\$73,945,664	\$198,903,747	\$992,777,449	\$0	0.00%
CPP Regular and DC Closure/Ongoing Workload	\$100,000	\$15,059	\$15,059	\$100,000	\$0	0.00%
<b>Total Purchase of Services:</b>	<b>\$992,877,449</b>	<b>\$73,960,724</b>	<b>\$198,918,806</b>	<b>\$992,877,449</b>	<b>\$0</b>	<b>0.00%</b>
<b>Total NLACRC Budget:</b>	<b>\$1,102,607,364</b>	<b>\$80,018,864</b>	<b>\$219,871,215</b>	<b>\$1,102,607,364</b>	<b>\$0</b>	<b>0.00%</b>

**NORTH LOS ANGELES COUNTY REGIONAL CENTER  
FISCAL YEAR 2024-2025  
September 2024**

<b>TOTAL BUDGET SOURCES FISCAL YEAR 2024-2025</b>	
Prelim from DDS for OPS	\$64,623,482
A-1 from DDS for OPS, Projects, and CRDP/CPP	\$44,814,433
A-2 from DDS for OPS, Projects, and CRDP/CPP	
A-3 from DDS for OPS, Projects, and CRDP/CPP	
A-4 from DDS for OPS, Projects, and CRDP/CPP	
A-5 from DDS for OPS, Projects, and CRDP/CPP	
A-6 from DDS for OPS, Projects, and CRDP/CPP	
Prelim from DDS for POS	\$728,145,974
A-1 from DDS for POS and POS-CRDP/CPP	\$251,231,475
A-2 from DDS for POS-CRDP/CPP	
A-3 from DDS for POS-CRDP/CPP	
A-4 from DDS for POS-CRDP/CPP	
A-5 from DDS for POS-CRDP/CPP	
A-6 from DDS for POS-CRDP/CPP/HCBSW	
<b>Subtotal - Total Budget received from DDS</b>	<b>\$1,088,815,364</b>
Projected Revenue	292,000
<b>Subtotal - Projected Revenue Operations</b>	<b>\$292,000</b>
Projected ICF/SPA Transportation/Day Program Revenue	\$13,500,000
<b>Subtotal - Projected Revenue Purchase of Services</b>	<b>\$13,500,000</b>
<b>Total Budget</b>	<b>\$1,102,607,364</b>

<b>OPERATIONS BUDGET SOURCES FISCAL YEAR 2024-2025</b>	
<b>GENERAL OPERATIONS (Excludes Projects, CPP Regular, CRDP/CPP)</b>	
Preliminary, General Operations (OPS)	\$64,623,482
A-1, OPS Allocation	\$42,802,568
A-2, OPS Allocation	
A-3, OPS Allocation	
A-4, OPS Allocation	
A-5, OPS Allocation	
<b>Total General OPS</b>	<b>107,426,050</b>
Projected Interest Income	\$150,000
Projected Other Income	\$12,000
Projected ICF/SPA Admin Fee	\$130,000
<b>Total Other Revenue</b>	<b>\$292,000</b>
<b>TOTAL GENERAL OPS</b>	<b>\$107,718,050</b>
Preliminary, Community Resource Development Plan ("CRDP") /Community Placement Plan ("CPP")	
	\$0
A-1, OPS CRDP/CPP	\$287,675
A-2, OPS CRDP/CPP	\$0
<b>Total CRDP/CPP Regular</b>	<b>\$287,675</b>
Preliminary, Developmental Center ("DC") Closure/Ongoing Workload	
	\$0
A-1, OPS DC Closure/Ongoing Workload	\$211,140
A-2, OPS DC Closure/Ongoing Workload	\$0
<b>Total CPP DC Closure/Ongoing Workload</b>	<b>\$211,140</b>
Family Resource Center ("FRC")	\$207,187
SDP Participant Supports	\$131,333
Services Access & Equity (Disparities)	\$106,714
Language Access & Cultural	\$1,067,816
<b>Total OPS PROJECTS</b>	<b>\$1,513,050</b>
<b>Total Operations Budget</b>	<b>\$109,729,915</b>

<b>PURCHASE OF SERVICES (POS) BUDGET SOURCES FISCAL YEAR 2024-2025</b>	
<b>POS (CPP-POS Regular, CRDP/CPP)</b>	
Preliminary, POS	\$728,145,974
A-1, POS Allocation	\$251,231,475
A-2, POS Allocation	\$0
A-3, POS Allocation	\$0
A-4, POS Allocation	\$0
<b>Total General POS Allocation</b>	<b>\$979,377,449</b>
ADD:	
Projected ICF SPA Revenue	\$13,500,000
<b>Total Budget, General POS</b>	<b>\$992,877,449</b>

**NORTH LOS ANGELES COUNTY REGIONAL CENTER  
CONSOLIDATED LINE ITEM REPORT  
FISCAL YEAR 2024-2025  
September 2024**

	<b>0 Annual A-1 Allocation</b>	<b>Net Month</b>	<b>Expended Y-T-D</b>	<b>Projected Remaining Expenses</b>	<b>Proj Annual Expenses</b>	<b>Projected Surplus/ (Deficit)</b>
<b>PURCHASE OF SERVICE</b>						
POS (General)						
3.2 Out of Home	178,699,941	14,182,916	38,949,660	139,750,281	178,699,941	0
4.3 Day Programs	133,032,178	9,570,958	27,007,257	106,024,921	133,032,178	0
4.3 Habilitation Programs	6,453,053	562,464	1,321,797	5,131,256	6,453,053	0
5.4 Transportation	42,292,319	3,009,967	9,331,414	32,960,905	42,292,319	0
6.5 Other Services	632,299,957	46,619,359	122,293,618	510,006,339	632,299,957	0
<b>Total POS (General):</b>	<b>992,777,449</b>	<b>73,945,664</b>	<b>198,903,747</b>	<b>793,873,702</b>	<b>992,777,449</b>	<b>0</b>
<b>CRDP &amp; CPP</b>						
CRDP & CPP Placements	100,000	15,059	15,059	84,941	100,000	0
CRDP & CPP Assessments	0	0	0	0	0	0
CRDP & CPP Start Up	0	0	0	0	0	0
Deflection CRDP & CPP	0	0	0	0	0	0
<b>Total CRDP &amp; CPP:</b>	<b>100,000</b>	<b>15,059</b>	<b>15,059</b>	<b>84,941</b>	<b>100,000</b>	<b>0</b>
HCBS Compliance Funding	0	0	0	0	0	0
<b>Total HCBS:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Purchase of Service:</b>	<b>992,877,449</b>	<b>73,960,724</b>	<b>198,918,806</b>	<b>793,958,643</b>	<b>992,877,449</b>	<b>0</b>
<b>OPERATIONS</b>						
25010 Salaries/Benefits	89,484,441	5,105,066	16,080,303	73,404,138	89,484,441	0
25010 Tuition Reimbursement Program	0	0	0	0	0	0
25020 Temporary Staffing Agencies	500,000	12,113	53,173	446,827	500,000	0
25020 PRMT & CalPERS UAL Deposits	0	0	0	0	0	0
<b>Total Salaries/Benefits:</b>	<b>89,984,441</b>	<b>5,117,178</b>	<b>16,133,476</b>	<b>73,850,965</b>	<b>89,984,441</b>	<b>0</b>
<b>OPERATING EXPENSE</b>						
30010 Equipment Rental	213,466	19,751	65,117	148,350	213,466	0
30020 Equipment Maint	45,000	11,973	12,263	32,737	45,000	0
30030 Facility Rent	6,952,027	5,544	2,019,777	4,932,250	6,952,027	0
30040 Facility.Maint. AV	100,410	0	1,248	99,163	100,410	0
30041 Facility Maint. SFV	368,858	2,225	28,349	340,509	368,858	0
30042 Facility Maint. SCV	81,615	0	843	80,772	81,615	0
30050 Communication	1,022,912	59,532	503,523	519,389	1,022,912	0
30060 General Office Exp	355,000	23,483	62,516	292,484	355,000	0
30070 Printing	32,508	0	96	32,412	32,508	0
30080 Insurance	861,181	250	838,368	22,813	861,181	0
30090 Utilities	190,631	9,633	18,674	171,957	190,631	0
30100 Data Processing	316,973	38,763	58,302	258,671	316,973	0
30110 Data Proc. Maint	186,500	18,694	20,032	166,468	186,500	0
30120 Interest Expense	90,587	2,234	9,234	81,353	90,587	0
30130 Bank Fees	233,138	1	193	232,945	233,138	0
30140 Legal Fees	786,000	8,460	29,288	756,713	786,000	0
30150 Board of Trustees Exp	101,500	1,434	3,436	98,064	101,500	0
30151 ARCA Dues	171,765	0	0	171,765	171,765	0
30160 Accounting Fees	107,550	0	0	107,550	107,550	0
30170 Equipment Purchases	1,776,209	63,990	327,748	1,448,461	1,776,209	0
30180 Contr/Consult-Adm	2,084,249	598,430	642,610	1,441,639	2,084,249	0
30220 Mileage/Travel	358,436	20,105	71,118	287,318	358,436	0
30240 General Expenses	1,654,506	56,458	106,201	1,548,304	1,654,506	0
30240 ABX2-1	141,404	0	0	141,404	141,404	0
<b>Total Operating Expenses:</b>	<b>18,232,424</b>	<b>940,962</b>	<b>4,818,933</b>	<b>13,413,491</b>	<b>18,232,424</b>	<b>0</b>
<b>Total Operations:</b>	<b>108,216,865</b>	<b>6,058,141</b>	<b>20,952,409</b>	<b>87,264,456</b>	<b>108,216,865</b>	<b>0</b>
<b>Total Gross Budget :</b>	<b>1,101,094,314</b>	<b>80,018,864</b>	<b>219,871,215</b>	<b>881,223,099</b>	<b>1,101,094,314</b>	<b>0</b>
OPS Projects:	1,513,050	0	0	1,513,050	1,513,050	0
<b>Total Gross Budget with Projects:</b>	<b>1,102,607,364</b>	<b>80,018,864</b>	<b>219,871,215</b>	<b>882,736,149</b>	<b>1,102,607,364</b>	<b>0</b>

**NORTH LOS ANGELES COUNTY REGIONAL CENTER**  
**GENERAL OPERATIONS (OPS) and PURCHASE OF SERVICES (POS) LINE ITEM REPORT**  
**FISCAL YEAR 2024-2025**  
**September 2024**

	<b>0</b> <b>Annual</b> <b>A-1 Allocation</b>	<b>Net</b> <b>Month</b>	<b>Expended</b> <b>Y-T-D</b>	<b>Projected</b> <b>Remaining</b> <b>Expenses</b>	<b>Projected</b> <b>Annual</b> <b>Expenses</b>	<b>Projected</b> <b>Surplus /</b> <b>(Deficit)</b>
<b>PURCHASE OF SERVICE</b>						
POS (General)						
3.2 Out of Home	178,699,940.82	14,182,916.07	38,949,660.24	139,750,281	178,699,941	0
4.3 Day Programs	133,032,178.17	9,570,958.28	27,007,257.44	106,024,921	133,032,178	0
4.3 Habilitation Programs	6,453,053.42	562,463.82	1,321,796.95	5,131,256	6,453,053	0
5.4 Transportation	42,292,319.33	3,009,967.40	9,331,414.10	32,960,905	42,292,319	0
6.5 Other Services	632,299,957.27	46,619,358.78	122,293,617.89	510,006,339	632,299,957	0
<b>Total POS (General):</b>	<b>992,777,449.00</b>	<b>73,945,664.35</b>	<b>198,903,746.62</b>	<b>793,873,702</b>	<b>992,777,449</b>	<b>0</b>
<b>OPERATIONS</b>						
25010 Salaries/Benefits	88,985,625.89	4,989,413.16	15,772,292.57	73,213,333	88,985,626	0
25010 Tuition Reimbursement Program	-	-	-	0	0	0
25020 Temporary Staffing Agencies	500,000.00	12,112.80	53,172.65	446,827	500,000	0
25020 PRMT & CalPERS UAL Deposits	-	-	-	0	0	0
<b>Total Salaries:</b>	<b>89,485,625.89</b>	<b>5,001,525.96</b>	<b>15,825,465.22</b>	73,660,161	89,485,626	0
<b>OPERATING EXPENSE</b>						
30010 Equipment Rental	213,466.34	19,751.23	65,116.82	148,350	213,466	0
30020 Equipment Maint	45,000.00	11,973.35	12,263.35	32,737	45,000	0
30030 Facility Rental	6,952,026.71	5,544.46	2,019,776.91	4,932,250	6,952,027	0
30040 Facility Maint. AV	100,410.00	-	1,247.50	99,163	100,410	0
30041 Facility Maint. SFV	368,858.00	2,225.00	28,348.94	340,509	368,858	0
30042 Facility Maint. SCV	81,615.00	-	843.07	80,772	81,615	0
30050 Communication	1,022,911.93	59,532.29	503,522.58	519,389	1,022,912	0
30060 General Office Exp	355,000.00	23,483.18	62,515.64	292,484	355,000	0
30070 Printing	32,508.00	-	95.58	32,412	32,508	0
30080 Insurance	861,181.00	250.00	838,367.74	22,813	861,181	0
30090 Utilities	190,630.77	9,632.54	18,673.83	171,957	190,631	0
30100 Data Processing	316,973.00	38,763.42	58,302.09	258,671	316,973	0
30110 Data Proc. Maint	186,500.00	18,694.21	20,031.92	166,468	186,500	0
30120 Interest Expense	90,587.00	2,234.04	9,234.03	81,353	90,587	0
30130 Bank Fees	233,138.00	1.17	192.84	232,945	233,138	0
30140 Legal Fees	786,000.00	8,460.00	29,287.50	756,713	786,000	0
30150 Board of Trustees Exp	101,500.00	1,434.23	3,435.61	98,064	101,500	0
30151 ARCA Dues	171,765.00	-	-	171,765	171,765	0
30160 Accounting Fees	107,550.00	-	-	107,550	107,550	0
30170 Equipment Purchases & Software	1,776,208.71	63,989.63	327,747.70	1,448,461	1,776,209	0
30180 Contr/Consult	2,084,248.78	598,430.43	642,609.93	1,441,639	2,084,249	0
30220 Mileage/Travel	358,436.00	20,105.29	71,117.83	287,318	358,436	0
30240 General Expenses	1,654,505.87	56,457.78	106,201.42	1,548,304	1,654,506	0
30240 ABX2-1 Admin	141,404.00	-	-	141,404	141,404	0
<b>Total Operating Expenses:</b>	<b>18,232,424.11</b>	<b>940,962.25</b>	<b>4,818,932.83</b>	<b>13,413,491</b>	<b>18,232,424</b>	<b>0</b>
<b>Total Operations:</b>	<b>107,718,050.00</b>	<b>5,942,488.21</b>	<b>20,644,398.05</b>	<b>87,073,652</b>	<b>107,718,050</b>	<b>0</b>
<b>Gross Budget:</b>	<b>1,100,495,499</b>	<b>79,888,153</b>	<b>219,548,144.67</b>	<b>880,947,354</b>	<b>1,100,495,499</b>	<b>0</b>
<b>% of Budget:</b>	<b>100.00%</b>	<b>7.26%</b>	<b>19.95%</b>	<b>80.05%</b>	<b>100.00%</b>	<b>0.00%</b>

**NORTH LOS ANGELES COUNTY REGIONAL CENTER**  
**Community Resource Development Plan ("CRDP") & Community Placement Plan ("CPP") Line Item Report**  
**Regular CPP**  
**FISCAL YEAR 2024-2025**  
**September 2024**

	0 Annual A-1 Allocation	Net Month	Expended Y-T-D	Projected Remaining Expenses	Projected Annual Expenses	Projected Surplus/(Deficit)
<b>PURCHASE OF SERVICE</b>						
<b>CPP Regular</b>						
CPP Placements	100,000	15,059	15,059	84,941	100,000	0
CPP Assessments	0	0	0	0	0	0
CPP Start Up	0	0	0	0	0	0
Deflection CPP	0	0	0	0	0	0
Total CPP Regular:	100,000	15,059	15,059	84,941	100,000	0
<b>OPERATIONS</b>						
25010 Salaries/Benefits	287,675	65,979	192,661	95,014	287,675	0
Total Salaries:	287,675	65,979	192,661	95,014	287,675	0
<b>OPERATING EXPENSE</b>						
30010 Equipment Rental	0	0	0	0	0	0
30020 Equipment Maint	0	0	0	0	0	0
30030 Facility Rental	0	0	0	0	0	0
30040 Facility Maint. AV	0	0	0	0	0	0
30041 Facility Maint. SFV	0	0	0	0	0	0
30042 Facility Maint. SCV	0	0	0	0	0	0
30050 Communication	0	0	0	0	0	0
30060 General Office Exp	0	0	0	0	0	0
30070 Printing	0	0	0	0	0	0
30080 Insurance	0	0	0	0	0	0
30090 Utilities	0	0	0	0	0	0
30100 Data Processing	0	0	0	0	0	0
30110 Data Proc. Maint	0	0	0	0	0	0
30120 Interest Expense	0	0	0	0	0	0
30130 Bank Fees	0	0	0	0	0	0
30140 Legal Fees	0	0	0	0	0	0
30150 Board of Trustees Exp	0	0	0	0	0	0
30151 ARCA Dues	0	0	0	0	0	0
30160 Accounting Fees	0	0	0	0	0	0
30170 Equipment Purchases	0	0	0	0	0	0
30180 Contr/Consult CPP	0	0	0	0	0	0
30220 Mileage/Travel	0	0	0	0	0	0
30240 General Expenses	0	0	0	0	0	0
Total Operating Expenses:	0	0	0	0	0	0
Total Operations:	287,675	65,979	192,661	95,014	287,675	0
Gross Budget:	387,675	81,039	207,720	179,955	387,675	0



**NORTH LOS ANGELES COUNTY REGIONAL CENTER**  
**Community Resource Development Plan ("CRDP") & Community Placement Plan ("CPP") Line Item Report**  
**Developmental Center ("DC") Closure/Ongoing Workload**  
**FISCAL YEAR 2024-2025**  
**September 2024**

	0 Annual A-1 Allocation	Net Month	Expended Y-T-D	Projected Remaining Expenses	Projected Annual Expenses	Projected Surplus/(Deficit)
<b>PURCHASE OF SERVICE</b>						
<b>CRDP/CPP</b>						
CRDP & CPP Placements	0	0	0	0	0	0
CRDP & CPP Assessments	0			0	0	0
CRDP & CPP Start Up	0			0	0	0
Deflection CRDP & CPP	0			0	0	0
Total CRDP/CPP:	0	0	0	0	0	0
<b>OPERATIONS</b>						
25010 Salaries/Benefits	211,140	49,673	115,350	95,790	211,140	0
Total Salaries:	211,140	49,673	115,350	95,790	211,140	0
<b>OPERATING EXPENSE</b>						
30010 Equipment Rental	0	0	0	0	0	0
30020 Equipment Maint	0	0	0	0	0	0
30030 Facility Rental	0	0	0	0	0	0
30040 Facility Maint. AV	0	0	0	0	0	0
30041 Facility Maint. SFV	0	0	0	0	0	0
30042 Facility Maint. SCV	0	0	0	0	0	0
30050 Communication	0	0	0	0	0	0
30060 General Office Exp	0	0	0	0	0	0
30070 Printing	0	0	0	0	0	0
30080 Insurance	0	0	0	0	0	0
30090 Utilities	0	0	0	0	0	0
30100 Data Processing	0	0	0	0	0	0
30110 Data Proc. Maint	0	0	0	0	0	0
30120 Interest Expense	0	0	0	0	0	0
30130 Bank Fees	0	0	0	0	0	0
30140 Legal Fees	0	0	0	0	0	0
30150 Board of Trustees Exp	0	0	0	0	0	0
30151 ARCA Dues	0	0	0	0	0	0
30160 Accounting Fees	0	0	0	0	0	0
30170 Equipment Purchases	0	0	0	0	0	0
30180 Contr/Consult CPP	0	0	0	0	0	0
30220 Mileage/Travel	0	0	0	0	0	0
30240 General Expenses	0	0	0	0	0	0
Total Operating Expenses:	0	0	0	0	0	0
Total Operations:	211,140	49,673	115,350	95,790	211,140	0
Gross Budget:	211,140	49,673	115,350	95,790	211,140	0
% of Budget:	100.00%	23.53%	54.63%	45.37%	100.00%	0.00%



# NORTH LOS ANGELES COUNTY REGIONAL CENTER

## Operations ("OPS") Project Line Item Report

FISCAL YEAR 2024-2025

September 2024

	0 Annual A-1 Allocation	EXPENDED MONTH	EXPENDED Y-T-D	BALANCE REMAINING	PROJECTED EXPENDITURES	SURPLUS/ (DEFICIT)
Family Resource Center ("FRC")	\$207,187	\$0	\$0	\$207,187	\$207,187	\$0
Self Determination Program ("SDP") Participant Support	\$131,333	\$0	\$0	\$131,333	\$131,333	\$0
Social Recreation Projects	\$0	\$0	\$0	\$0	\$0	\$0
Services Access & Equity (Disparities)	\$106,714	\$0	\$0	\$106,714	\$106,714	\$0
Language Access & Cultural Competency	\$1,067,816	\$0	\$0	\$1,067,816	\$1,067,816	\$0
<b>TOTAL:</b>	<b>\$1,513,050</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,513,050</b>	<b>\$1,513,050</b>	<b>\$0</b>

**Family Resource Center:** Family Resource Center provides services and support for families and infants and toddlers, under the age of three years, that have a developmental delay, disability, or condition that places them at risk of a disability. Services include, as specified in Government Code 95024(d)(2), parent-to-parent support, information dissemination, public awareness, and family-professional collaboration activities; and per Government Code 95001(a)94), family-to-family support to strengthen families' ability to participate in service planning.

**Self Determination Program Participant Support:** The SDP allows for regional center consumers and their families more freedom, control, and responsibility in choosing services, supports, and providers to help meet the objectives in their individual program plans. The SDP Participant Support is for regional centers, in collaboration with the local volunteer advisory committees, to assist selected participants in their transition to SDP.

**Service Access & Equity (Disparities within Regional Center System):** Allocation for one position for each regional center. Moved allocation of \$106,714 to Regular Operations

**North Los Angeles County Regional Center  
Administrative vs. Direct Allocation Report - Consolidated  
Fiscal Year 2024-2025 (August 2024 Service Month as of September 19, 2024 State Claim)**

Description	Current Month		
	Administrative Operating Expenses	Direct Operating Expenses	Total Operating Expenses
Salaries & Wages	497,895.75	3,570,517.97	4,068,413.72
Benefits **	145,899.01	1,109,065.67	1,254,964.68
	0.00	0.00	0.00
	0.00	0.00	0.00
<b>Subtotal Salaries &amp; Benefits</b>	<b>643,794.76</b>	<b>4,679,583.64</b>	<b>5,323,378.40</b>
<b>Salaries &amp; Benefits Allocation</b>	<b>12.1%</b>	<b>87.9%</b>	<b>100.0%</b>
Equipment Rental	2,494.62	26,888.40	29,383.02
Equipment Maintenance	290.00	Not Allowable	290.00
Facility Rent	54,716.87	954,789.25	1,009,506.12
Facility Maintenance-AV	0.00	Not Allowable	0.00
Facility Maintenance-Van Nuys	20,322.79	Not Allowable	20,322.79
Facility Maintenance-SCV	427.50	Not Allowable	427.50
Communication	22,707.06	245,611.02	268,318.08
General Office Expenses	1,969.03	33,758.15	35,727.18
Printing	0.00	95.58	95.58
Insurance	0.00	0.00	0.00
Insurance-Deductible	0.00	0.00	0.00
Utilities-AV	744.08	8,297.21	9,041.29
Data Processing-Payroll Fees	17,655.07	Not Allowable	17,655.07
Data Processing-Outside Svcs	0.00	Not Allowable	0.00
Data Processing-Misc	0.00	Not Allowable	0.00
Data Processing Maint.	1,337.71	Not Allowable	1,337.71
Interest Expense	2,283.79	0.00	2,283.79
Bank Fees	191.67	0.00	191.67
Bank Fees-PRMT	0.00	0.00	0.00
Legal Fees	1,192.25	19,635.25	20,827.50
Legal Fees-Insurance Deductible	0.00	0.00	0.00
Brd. of Director Exp.	1,648.25	0.00	1,648.25
ARCA Dues	0.00	0.00	0.00
Accounting Fees	0.00	0.00	0.00
Equipment Purchases	694.46	13,973.27	14,667.73
Software and Licenses	14,081.51	151,778.43	165,859.94
Equipment - AV Loan Principle Payments	0.00	16,105.34	16,105.34
Contractor/Consultant	24,962.40	19,217.10	44,179.50
Contr./Consult.: FFRC Library	0.00	0.00	0.00
Contr./Consult.: CPP	0.00	0.00	0.00
Mileage	1,954.39	18,889.91	20,844.30
Travel	808.55	10,115.34	10,923.89
General Expenses	22,558.51	21,390.68	43,949.19
General Expenses-Remodel AV	0.00	0.00	0.00
General Expenses-Remodel SCV	0.00	0.00	0.00
General Expenses-Remodel SFV	0.00	0.00	0.00
ABX2-1 Admin Expenses	0.00	0.00	0.00
ARPA Social Recreation Project	0.00	0.00	0.00
Equity/Disparity Projects	0.00	0.00	0.00
CalFRESH Project	0.00	0.00	0.00
Restricted: SDP-Participants Support	0.00	0.00	0.00
<b>Subtotal Operating Expenses</b>	<b>193,040.51</b>	<b>1,540,544.93</b>	<b>1,733,585.44</b>
<b>Operating Expenses Allocation</b>	<b>11.1%</b>	<b>88.9%</b>	<b>100.0%</b>
<b>Total Salaries &amp; Operating Expenses</b>	<b>836,835.27</b>	<b>6,220,128.57</b>	<b>7,056,963.84</b>
<b>Salaries &amp; Operating Exp. Allocation</b>	<b>11.9%</b>	<b>88.1%</b>	<b>100.0%</b>
Project Funds: Family Resource Center	0.00	0.00	0.00
Income Not from DDS (i.e. Interest)	(469.19)	0.00	(469.19)
<b>Total Expenses Less Other Income</b>	<b>836,366.08</b>	<b>6,220,128.57</b>	<b>7,056,494.65</b>
<b>Total Expenses Admin vs Direct Allocation</b>	<b>11.85%</b>	<b>88.15%</b>	<b>100.00%</b>

YTD		
Administrative Operating Expenses	Direct Operating Expenses	Total Operating Expenses
992,820.25	7,042,026.90	8,034,847.15
304,069.68	2,677,380.7	2,981,450.40
0.00	0.00	0.00
0.00	0.00	0.00
<b>1,296,889.93</b>	<b>9,719,407.62</b>	<b>11,016,297.55</b>
<b>11.8%</b>	<b>88.2%</b>	<b>100.0%</b>
3,584.91	41,780.68	45,365.59
290.00	Not Allowable	290.00
108,670.72	1,905,561.73	2,014,232.45
1,247.50	Not Allowable	1,247.50
26,123.94	Not Allowable	26,123.94
843.07	Not Allowable	843.07
33,322.39	410,667.90	443,990.29
2,249.64	36,782.82	39,032.46
0.00	95.58	95.58
172,085.32	666,032.42	838,117.74
0.00	0.00	0.00
744.08	8,297.21	9,041.29
19,538.67	Not Allowable	19,538.67
0.00	Not Allowable	0.00
0.00	Not Allowable	0.00
1,337.71	Not Allowable	1,337.71
6,999.99	0.00	6,999.99
191.67	0.00	191.67
0.00	0.00	0.00
1,192.25	19,635.25	20,827.50
0.00	0.00	0.00
2,001.38	0.00	2,001.38
0.00	0.00	0.00
0.00	0.00	0.00
694.46	13,973.27	14,667.73
17,058.36	183,864.58	200,922.94
0.00	48,167.40	48,167.40
24,962.40	19,217.10	44,179.50
0.00	0.00	0.00
0.00	0.00	0.00
3,234.96	35,515.70	38,750.66
808.55	11,453.33	12,261.88
22,856.62	26,887.02	49,743.64
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
<b>450,038.59</b>	<b>3,427,931.99</b>	<b>3,877,970.58</b>
<b>11.6%</b>	<b>88.4%</b>	<b>100.0%</b>
<b>1,746,928.52</b>	<b>13,147,339.61</b>	<b>14,894,268.13</b>
<b>11.7%</b>	<b>88.3%</b>	<b>100.0%</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>(417.77)</b>	<b>0.00</b>	<b>(417.77)</b>
<b>1,746,510.75</b>	<b>13,147,339.61</b>	<b>14,893,850.36</b>
<b>11.7%</b>	<b>88.3%</b>	<b>100.0%</b>

**North Los Angeles County Regional Center  
Administrative vs. Direct Allocation Report - Consolidated  
Fiscal Year 2024-2025 (September 2024 Service Month as of October 17, 2024 State Claim)**

Description	Current Month		
	Administrative Operating Expenses	Direct Operating Expenses	Total Operating Expenses
Salaries & Wages	501,112.64	3,537,309.14	4,038,421.78
Benefits **	123,778.56	954,978.06	1,078,756.62
	0.00	0.00	0.00
	0.00	0.00	0.00
<b>Subtotal Salaries &amp; Benefits</b>	<b>624,891.20</b>	<b>4,492,287.20</b>	<b>5,117,178.40</b>
<b>Salaries &amp; Benefits Allocation</b>	<b>12.2%</b>	<b>87.8%</b>	<b>100.0%</b>
Equipment Rental	1,121.96	18,629.27	19,751.23
Equipment Maintenance	11,973.35	Not Allowable	11,973.35
Facility Rent	0.00	5,544.46	5,544.46
Facility Maintenance-AV	0.00	Not Allowable	0.00
Facility Maintenance-Van Nuys	2,225.00	Not Allowable	2,225.00
Facility Maintenance-SCV	0.00	Not Allowable	0.00
Communication	2,880.11	56,652.18	59,532.29
General Office Expenses	1,943.76	21,539.42	23,483.18
Printing	0.00	0.00	0.00
Insurance	0.00	250.00	250.00
Insurance-Deductible	0.00	0.00	0.00
Utilities-AV	765.44	8,867.10	9,632.54
Data Processing-Payroll Fees	38,763.42	Not Allowable	38,763.42
Data Processing-Outside Svcs	0.00	Not Allowable	0.00
Data Processing-Misc	0.00	Not Allowable	0.00
Data Processing Maint.	18,694.21	Not Allowable	18,694.21
Interest Expense	2,234.04	0.00	2,234.04
Bank Fees	1.17	0.00	1.17
Bank Fees-PRMT	0.00	0.00	0.00
Legal Fees	212.84	8,247.16	8,460.00
Legal Fees-Insurance Deductible	0.00	0.00	0.00
Brd. of Director Exp.	1,434.23	0.00	1,434.23
ARCA Dues	0.00	0.00	0.00
Accounting Fees	0.00	0.00	0.00
Equipment Purchases	1,733.19	18,900.71	20,633.90
Software and Licenses	2,309.33	24,891.31	27,200.64
Equipment - AV Loan Principle Payments	0.00	16,155.09	16,155.09
Contractor/Consultant	52,357.98	546,072.45	598,430.43
Contr./Consult.: FFRC Library	0.00	0.00	0.00
Contr./Consult.: CPP	0.00	0.00	0.00
Mileage	1,543.21	17,144.90	18,688.11
Travel	221.40	1,195.78	1,417.18
General Expenses	2,392.39	54,065.39	56,457.78
General Expenses-Remodel AV	0.00	0.00	0.00
General Expenses-Remodel SCV	0.00	0.00	0.00
General Expenses-Remodel SFV	0.00	0.00	0.00
ABX2-1 Admin Expenses	0.00	0.00	0.00
ARPA Social Recreation Project	0.00	0.00	0.00
Equity/Disparity Projects	0.00	0.00	0.00
CalFRESH Project	0.00	0.00	0.00
Restricted: SDP-Participants Support	0.00	0.00	0.00
<b>Subtotal Operating Expenses</b>	<b>142,807.03</b>	<b>798,155.22</b>	<b>940,962.25</b>
<b>Operating Expenses Allocation</b>	<b>15.2%</b>	<b>84.8%</b>	<b>100.0%</b>
<b>Total Salaries &amp; Operating Expenses</b>	<b>767,698.23</b>	<b>5,290,442.42</b>	<b>6,058,140.65</b>
<b>Salaries &amp; Operating Exp. Allocation</b>	<b>12.7%</b>	<b>87.3%</b>	<b>100.0%</b>
Project Funds: Family Resource Center	0.00	0.00	0.00
Income Not from DDS (i.e. Interest)	(529.23)	0.00	(529.23)
<b>Total Expenses Less Other Income</b>	<b>767,169.00</b>	<b>5,290,442.42</b>	<b>6,057,611.42</b>
<b>Total Expenses Admin vs Direct Allocation</b>	<b>12.66%</b>	<b>87.34%</b>	<b>100.00%</b>

YTD		
Administrative Operating Expenses	Direct Operating Expenses	Total Operating Expenses
1,493,932.89	10,579,336.04	12,073,268.93
427,848.24	3,632,358.8	4,060,207.02
0.00	0.00	0.00
0.00	0.00	0.00
<b>1,921,781.13</b>	<b>14,211,694.82</b>	<b>16,133,475.95</b>
<b>11.9%</b>	<b>88.1%</b>	<b>100.0%</b>
4,706.87	60,409.95	65,116.82
12,263.35	Not Allowable	12,263.35
108,670.72	1,911,106.19	2,019,776.91
1,247.50	Not Allowable	1,247.50
28,348.94	Not Allowable	28,348.94
843.07	Not Allowable	843.07
36,202.50	467,320.08	503,522.58
4,193.40	58,322.24	62,515.64
0.00	95.58	95.58
172,085.32	666,282.42	838,367.74
0.00	0.00	0.00
1,509.52	17,164.31	18,673.83
58,302.09	Not Allowable	58,302.09
0.00	Not Allowable	0.00
0.00	Not Allowable	0.00
20,031.92	Not Allowable	20,031.92
9,234.03	0.00	9,234.03
192.84	0.00	192.84
0.00	0.00	0.00
1,405.09	27,882.41	29,287.50
0.00	0.00	0.00
3,435.61	0.00	3,435.61
0.00	0.00	0.00
0.00	0.00	0.00
2,427.65	32,873.98	35,301.63
19,367.69	208,755.89	228,123.58
0.00	64,322.49	64,322.49
77,320.38	565,289.55	642,609.93
0.00	0.00	0.00
0.00	0.00	0.00
4,778.17	52,660.60	57,438.77
1,029.95	12,649.11	13,679.06
25,249.01	80,952.41	106,201.42
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
<b>592,845.62</b>	<b>4,226,087.21</b>	<b>4,818,932.83</b>
<b>12.3%</b>	<b>87.7%</b>	<b>100.0%</b>
<b>2,514,626.75</b>	<b>18,437,782.03</b>	<b>20,952,408.78</b>
<b>12.0%</b>	<b>88.0%</b>	<b>100.0%</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>(947.00)</b>	<b>0.00</b>	<b>(947.00)</b>
<b>2,513,679.75</b>	<b>18,437,782.03</b>	<b>20,951,461.78</b>
<b>12.0%</b>	<b>88.0%</b>	<b>100.0%</b>

### Summary of Vendors with Outstanding Authorization Issues

**Vendors with Outstanding Authorization Issues  
As of August 31, 2024**

Fiscal Year	Unique Vendor Numbers	No. of O/S Auth's
Prior to FY22	17	18
FY22	6	32
FY23	7	8
FY24	17	24
FY25	0	0
	<b>47</b>	<b>82</b>

**Change from August 31,2024 to October 31, 2024**

New Vendors	New Auths	Resolved Vendors	Resolved Auths
1	15	-14	-29
1	1	-6	-32
2	2	-3	-3
7	3	-10	-11
6	7	0	0
<b>17</b>	<b>28</b>	<b>-33</b>	<b>-75</b>

**Vendors with Outstanding Authorization Issues  
As of October 31, 2024**

Fiscal Yr	Unique Vendor Numbers	No. of O/S Auth's
Prior to FY22	4	4
FY22	1	1
FY23	6	7
FY24	14	16
FY25	6	7
	<b>31</b>	<b>35</b>

\* Received Board of Controls approval on September 11, 2024 and paid on September 24, 2024.

**Summary of Invoice Payment Processing Timeline for FY2023 Authorizations  
Payments through September 2024 State Claim (10/17/2024)**

<b>Service Month</b>	<b>Avg Work Days Between Invoice Generated &amp; Submitted by Vendor</b>	<b>Avg Work Days Between Invoice Submitted by Vendor &amp; Paid by NLACRC</b>	<b># of Invoices Generated &gt;30 Days After Service Month</b>	<b>% of Invoices Generated &gt;30 Days After Service Month</b>
07/2022	19.58	13.01	1050	40%
08/2022	19.49	13.33	1098	41%
09/2022	20.66	13.17	1128	40%
10/2022	21.84	14.05	939	36%
11/2022	20.50	13.02	1156	40%
12/2022	24.49	14.53	1026	37%
01/2023	20.56	13.78	1260	47%
02/2023	19.06	14.10	1060	39%
03/2023	19.63	14.14	975	40%
04/2023	18.15	13.35	884	36%
05/2023	17.65	13.16	796	34%
06/2023	18.56	13.82	776	35%
<b>FY2023 Averages</b>	<b>20.01</b>	<b>13.62</b>	<b>1012.33</b>	<b>39%</b>

**Summary of FY2023 Authorization Processing Timeline**

<b>Service Month</b>	<b># of FY2023 Authorizations Generated &gt;20 Days After Start Date</b>	<b>Total # of Authorizations Generated Per Service Month</b>	<b>% of FY2023 Authorizations Generated &gt;20 After Start Date</b>
07/2022	3,266	53,038	6%
08/2022	1,406	5,147	27%
09/2022	1,534	4,852	32%
10/2022	1,313	4,313	30%
11/2022	1,638	4,747	35%
12/2022	1,191	3,879	31%
01/2023	2,224	5,743	39%
02/2023	1,174	4,454	26%
03/2023	1,300	5,056	26%
04/2023	1,061	4,480	24%
05/2023	1,976	5,556	36%
06/2023	1,679	5,059	33%
<b>FY2023 Averages</b>	<b>1,647</b>	<b>8,860</b>	<b>29%</b>

**Summary of Invoice Payment Processing Timeline for FY2024 Authorizations  
Payments through September 2024 State Claim (10/17/2024)**

<b>Service Month</b>	<b>Avg Work Days Between Invoice Generated &amp; Submitted by Vendor</b>	<b>Avg Work Days Between Invoice Submitted by Vendor &amp; Paid by NLACRC</b>	<b># of Invoices Generated &gt;30 Days After Service Month</b>	<b>% of Invoices Generated &gt;30 Days After Service Month</b>
07/2023	19.50	13.41	873	36%
08/2023	17.21	14.08	859	36%
09/2023	16.01	13.44	719	32%
10/2023	16.18	12.75	664	30%
11/2023	14.81	12.01	635	29%
12/2023	18.51	12.80	626	28%
01/2024	13.43	12.18	562	26%
02/2024	11.29	13.51	516	24%
03/2024	10.47	13.20	430	22%
04/2024	11.22	12.72	349	18%
05/2024	10.08	12.69	295	16%
06/2024	8.18	12.76	359	21%
<b>FY2024 Averages</b>	<b>13.91</b>	<b>12.96</b>	<b>574</b>	<b>26%</b>

**Summary of FY2024 Authorization Processing Timeline**

<b>Service Month</b>	<b># of FY2024 Authorizations Generated &gt;20 Days After Start Date</b>	<b>Total # of Authorizations Generated Per Service Month</b>	<b>% of FY2024 Authorizations Generated &gt;20 After Start Date</b>
07/2023	3,918	55,180	7%
08/2023	1,520	5,843	26%
09/2023	1,329	5,134	26%
10/2023	1,411	5,437	26%
11/2023	1,436	4,953	29%
12/2023	1,080	4,167	26%
01/2024	1,659	5,773	29%
02/2024	1,598	6,171	26%
03/2024	2,235	6,923	32%
04/2024	2,036	6,636	31%
05/2024	2,448	7,569	32%
06/2024	2,346	6,607	36%
<b>FY2024 Averages</b>	<b>1,918</b>	<b>10,033</b>	<b>27%</b>

**Summary of Invoice Payment Processing Timeline for FY2025 Authorizations  
Payments through September 2024 State Claim (10/17/2024)**

<b>Service Month</b>	<b>Avg Work Days Between Invoice Generated &amp; Submitted by Vendor</b>	<b>Avg Work Days Between Invoice Submitted by Vendor &amp; Paid by NLACRC</b>	<b># of Invoices Generated &gt;30 Days After Service Month</b>	<b>% of Invoices Generated &gt;30 Days After Service Month</b>
07/2024	7.53	12.23	183	11%
08/2024	7.29	12.23	32	2%
09/2024	5.19	10.21	0	0%
10/2024				
11/2024				
12/2024				
01/2025				
02/2025				
03/2025				
04/2025				
05/2025				
06/2025				
<b>FY2025 Averages</b>	<b>6.67</b>	<b>11.56</b>	<b>72</b>	<b>4%</b>

**Summary of FY2025 Authorization Processing Timeline**

<b>Service Month</b>	<b># of FY2025 Authorizations Generated &gt;20 Days After Start Date</b>	<b>Total # of Authorizations Generated Per Service Month</b>	<b>% of FY2025 Authorizations Generated &gt;20 After Start Date</b>
07/2024	3,931	61,354	6%
08/2024	1,149	5,872	20%
09/2024	665	5,595	12%
10/2024	247	5,511	4%
11/2024	0	3,273	0%
12/2024	0	288	0%
01/2025	0	25	0%
02/2025	0	1	0%
03/2025	0	0	0%
04/2025	0	1	0%
05/2025	0	0	0%
06/2025	0	0	0%
<b>FY2025 Averages</b>	<b>499</b>	<b>6,827</b>	<b>4%</b>

**AGREEMENT**

**BETWEEN**

**NORTH LOS ANGELES COUNTY REGIONAL CENTER**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 721, CtW, CLC**

**December 19, 2019 – December 18, 2022**



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## **AGREEMENT**

This Agreement is made this nineteenth day of December 2019, by and between Service Employees International Union Local 721, CtW, CLC (Union) and the North Los Angeles County Regional Center, Inc. (Employer).

### **ARTICLE 1. Recognition**

Pursuant to the Certification of Representation issued by the National Labor Relations Board, January 23, 1995, in Case No. 31-RC-7252, the Employer recognizes the Union as the exclusive collective bargaining representative of the Employer's employees in the following bargaining unit:

**INCLUDED:** All professional employees, including but not limited to all Accountants; Accountant Juniors; Accounting Specialists; Accounting Specialist Seniors; Autism Program Clinical Specialists; Autism Program Coordinator Specialists; Behavioral Consultants; Community Living Specialists; Community Services Specialists; Consumer Advocates; Contract and Compliance Specialists; Resource Developer; CPP Specialists; Data Entry Operators; Employment Services Specialists; Family Advocates; Federal Revenues Specialists; Intake Associates; Intake Specialists; Judicial/Forensics Specialists; Nurse Consultants; Office Assistant I's; Office Assistant II's; Office Assistant III's; Parent Mentor; Placement Specialists; Psychologists; Public Information Specialists; Resource Development Specialists; Risk Assessment Specialists; Service Coordinators; Service Coordinator Floater Specialists; Service Coordinator Officer of the Day Specialists; Service Coordinator Self Determination Specialists; Training Specialists; Transfer Coordinators; and Vendor Coordinators employed by the Employer.

**EXCLUDED:** All managerial employees, confidential employees, independent contractors, guards and supervisors as defined in the Act.

### **ARTICLE 2. Non-Discrimination**

2.1 Neither the Employer nor the Union shall unlawfully discriminate against any employee on account of race, color, religion, ancestry, national origin, age (over 40 years), sex, gender, marital status, medical conditions, physical or mental disability, sexual orientation, or pregnancy, childbirth, or related conditions or any other characteristic protected by law.

2.2 Neither the Employer, the Union, nor employees shall coerce, intimidate, or otherwise discriminate against any employee based upon the employee's actions in choosing to join or in refusing to join the Union, or the employee's union beliefs or activities or lack thereof.

2.3 The Employer is committed to providing a non-hostile work environment that is free of unlawful discrimination and unlawful harassment, including sexual harassment,

including verbal, physical, and visual harassment, requests for sexual favors or creation of a hostile sexual environment by language, photographs, jokes or other actions.

- 2.4 The Union and each respective employee desiring to bring a claim of discrimination must either bring that claim: (1) by arbitration under this Collective Bargaining Agreement, or (2) by the filing of a civil lawsuit in state or federal court, but not by both. The Union and each employee agree not to pursue the same claim of discrimination twice, i.e. not both by arbitration and by civil lawsuit. An employee who challenges a discharge claiming the lack of just cause, but not making any claim of discrimination, may later bring a lawsuit for discrimination.
- 2.5 If an employee observes behavior by another employee or a supervisor that involves excessive profanity or abusive behavior, the employee may report it to Human Resources but such a matter may not be grieved. The parties are committed to preserving a healthy working environment and the Employer shall respond to any concerns that are expressed by employees or supervisors.

### **ARTICLE 3. Benefits Dependent Upon Continued State Funding**

The Employer is obligated to fund the economic portions of this agreement only so long as it receives sufficient funding from the State of California to do so.

Should the State of California, through whatever means, reduce the amount of funds available to the Employer such that in the judgment of the Employer's Board of Trustees the Employer cannot fully fund the economic provisions of the Agreement, the Employer may, after giving written notice to the Union, make temporary modifications to the Agreement and the parties shall immediately thereafter meet and negotiate regarding permanent economic modifications to this Agreement. Should the Employer make temporary modifications under this Article, the provisions of Article 17 — No Work Stoppages shall be suspended and of no effect unless and until an agreement regarding permanent modifications is reached.

### **ARTICLE 4. Past Practice Not Binding**

No past practice or custom which develops or has developed shall prohibit either the Union or the Employer from enforcing all the terms and conditions of this Agreement, nor shall either party be stopped from altering any past practice to bring such practice into compliance with this Agreement.

At such time as a policy or practice is reduced to a writing, a copy shall be given to the employee.

Further, should the Employer establish written Performance Standards for employees, the Employer shall give employees and the Union notice of these standards and an opportunity to meet and confer prior to implementation.

## **ARTICLE 5. Union Security**

### **5.1 Union Membership**

Each employee covered by this Agreement hired before May 1, 1996, who is not a member of the Union on the effective date of the Agreement shall have the right to become a member and the right not to become a member of the Union; provided that all employees who are members at the effective date of this Agreement or who thereafter voluntarily choose to become a member must maintain that membership as a condition of employment, to the extent of paying the periodic dues and initiation fee uniformly required for membership, except as provided in Subsection C of this Section 5.1, Union Membership.

Each employee covered by this Agreement hired after May 1, 1996, shall, within thirty-one (31) days after such employee's date of hire, become a member of this Union as a condition of continued employment to the extent of tendering the periodic dues and initiation fee uniformly required for membership, and shall remain a member as a condition of continued employment for the term of this Agreement, except as provided in Section C of this Section 5.1, Union Membership.

- A. During the following periods: April 20–27, 2020 and April 20–27, 2022 any employee required to remain a member of the Union under Subsections (a) and (b) of this Section 5.1 may opt out of paying any dues or fees and opt out of being a member by sending the Union a certified letter confirming the decision to opt out, with a copy to the Employer and any notice filed by certified mail sent or received during the seven (7) business day period will be valid.
- B. Membership in good standing in the Union shall consist of tendering the periodic dues and initiation fee uniformly required for membership.

### **5.2 Discharge For Violation of 5.1**

The Employer shall, during the term of this Agreement, discharge any employee who fails to comply with Section 5.1 of this Article after being given fifteen (15) days' notice by certified mail from the Union to the employee, with a copy to the Employer. Said notice shall specify the basis upon which such default is claimed by the Union.

### **5.3 Checkoff**

The Employer shall, during the term of this Agreement, deduct from the pay of each Union member and promptly remit to the Union an amount equal to the employee's initiation fee and dues; provided, however, that the employee has given the Employer a written assignment authorizing such deduction and remittance on the authorization form developed and provided by the Union to the Employer.

### **5.4 Indemnification**

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, or other liabilities, including the Employer's reasonable attorney

fees, that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

5.5 Notification

Within thirty (30) days after the execution date of this Agreement, the Employer shall provide the Union with a list of all employees who are subject to the provisions of this Agreement, giving the names, addresses, classifications, dates of hire, work location, anniversary dates and rates of pay.

On or before the fifteenth (15th) day of each month the Employer will forward to the Union the name, classification, date of hire, work location, and home address of any bargaining unit employee hired during the previous month and the name and termination date of any employee who resigned, retired, or was terminated during the previous month.

At the time of employment the Employer will make available a copy of this Agreement. When technologically feasible, the Employer may provide an on-line copy of this Agreement in place of paper copies.

5.6 Religious Exemption

An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join the Union or financially support the Union as a condition of employment. In lieu of tendering to the Union an amount equal to the periodic dues and initiation fee uniformly required for membership, such an employee shall, within the time period set forth above in Section 5.1, Union Membership, of this Agreement, commence tendering such amount to one of the non-religious charitable funds listed below, as a condition of continued employment:

- |                      |                           |
|----------------------|---------------------------|
| United Way           | AIDS Project LA           |
| Red Cross            | United Negro College Fund |
| Disaster Relief Fund | MS Foundation             |
| NLACRC Help Fund     | American Cancer Society   |

The Employer shall deduct such amounts and remit them to the charitable fund designated by such employee in the same manner as set forth above.

An employee who defaults under this section shall be subject to discharge in the same manner as set forth above in Section 5.2, of this Article.

**ARTICLE 6. Management Rights**

The Employer retains solely, and exclusively, all the rights, powers, and authority that it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by an express provision of this Agreement. Without limiting the foregoing, the rights,

powers, and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following:

- A. The determination or modification of the Employer's goals and objectives, including the determination or modification of the nature and scope of services to be provided, work to be performed, or the size, number, location and functions of the Employer's organizational units or other activities.
- B. The implementation of technological change, the specification, acquisition and use of equipment or other materials, including program materials.
- C. The right to establish and determine methods of operation and procedures, including the scheduling and changing of working hours, shifts and days off.
- D. The lay-off of employees.
- E. Direction of the workforce, including the right to determine job classifications, work standards, workloads, assignments, schedules of operation, to require overtime, and to assign work.
- F. The utilization and assignment of volunteers to assist the regular staff.
- G. The utilization, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement and are not eligible for any benefits.
- H. The contracting work for economic or operational reasons, including but not limited to the contracting with consultants and specialists, provided that the contracting of work done by bargaining unit employees is done only after holding a meet and confer session with the Union.
- I. The determination of employee qualifications.
- J. The right to select, hire, schedule, transfer, promote, demote, evaluate, discipline, suspend and terminate its employees, and maintain the discipline and efficiency of its employees.
- K. The right to determine and reward meritorious performance.
- L. The right to establish, adopt, change, combine, abolish and enforce reasonable personnel policies and rules and regulations pertaining to the safety, conduct and department of employees and penalties for violation thereof.
- M. The right to manage, direct and maintain the efficiency of its business and personnel; and to manage and control its departments, buildings, facilities and operations.
- N. The right to establish, adopt, create, change, combine, or abolish jobs, job descriptions, committees, travel policies, and facilities, in whole or in part.

- O. The right to increase or decrease the work force and determine the job classifications and number of employees needed.
- P. The right to determine the location and relocation of facilities.
- Q. The right to modify or eliminate any past employment practices.
- R. The right to determine employee benefit and service providers after holding a meet and confer session with the Union.
- S. The right to assign cases to another Regional Center when the client resides outside the Employer's service area.

**ARTICLE 7. Hiring and Selection**

A. Vacancies

Notice of all regular full-time and part-time vacancies shall be posted online for at least five (5) working days before an offer is made to an applicant, and the Employer shall send an email to all employees announcing the posting on the same day as the posting. Candidates must follow the instructions on the vacancy announcements, and apply by the posted closing dates. The Employer will consider all qualifications and attributes of the applicant, including but not limited to the actual knowledge and skill level required to perform the functions of the position.

B. New Employees

New employees shall be compensated at the first step in their pay grades, unless the Employer determines that advanced or specialized education, level of experience, possession of highly developed technical skills, demonstrated achievements, or labor market competitiveness makes advanced placement necessary. Advance placement recommendations require approval of the Human Resources Director.

C. Out of Classification Work

1. The Employer may require a bargaining unit employee temporarily to assume the duties of a higher classification for five (5) working days or fewer without an increase in pay whenever necessary for vacation, sick leave, or leave of absence relief, or for emergency. An employee selected by the employer may choose not to accept such assignment; provided, however, that if no qualified employee accepts the assignment, the Employer may require the bargaining unit employee of the Employer's choice to assume such duties.
2. If such relief duty is assigned an employee for a period in excess of five (5) working days, and if fifty percent (50%) or more of the higher level duties are being performed as measured by the actual duties the incumbent employee performs and the content of any job description for that position, the Employer shall, starting with the first (1st) working day of such relief, pay the employee in an amount at least five percent (5%) higher than the employee's normal rate



of pay, such rate to be determined by the Employer in its sole discretion. The advance approval of the Executive Director or designee, through the Human Resources Director, is required for assignments in excess of five (5) working days where a pay increase is involved.

3. Any employee accepting such relief duty in a supervisory or non-bargaining unit assignment shall remain within the bargaining unit. The duties of such a temporary supervisory assignment shall not include evaluating or disciplining employees within the bargaining unit; provided, however, that the temporary supervisor shall maintain appropriate documentation and communicate to management this information as it occurs.
4. Such a temporary relief assignment to a higher classification shall not exceed 90 days in duration except when the relief involves replacing an employee who is on an approved leave of absence permissible under this Agreement required by law or deemed business essential.

D. Service Date

The employee's initial service date shall be the hire date in a regular part time or full time classification, including all CCSB service and all service with the other regional centers. The service date is used to determine NLACRC seniority, salary placement, and benefit accrual rates.

Each unpaid day, in excess of 12 unpaid business days, during any unpaid portion of a leave of absence shall have the effect of suspending the Service Date for each day of such leave in excess of 12 unpaid business days, except for employees who are on workers' compensation leaves or unless prohibited by law.

The Service Date for benefit accrual purposes will not change when an employee is transferred or promoted to a new classification.

The seniority date in a classification, for purposes of a layoff under Article 20.1, Layoff or Reduction in Force, will change when an employee is transferred or promoted to a new classification.

E. Relatives

Relatives of current employees, or two employees in a romantic relationship, are eligible for employment as long as no potential for conflict of interest or conflict of supervision exists. Related employees, or employees in a romantic relationship; shall not directly provide supervision to each other. Relatives are defined as an employee's spouse, parents, children, siblings, in-laws, designated partner, and step-relatives. If two employees become related, or become involved in a romantic relationship; such employees may be subject to reassignment. If two employees become related, or become involved in a romantic relationship, such a decision will be made within 30 days of the event. If no comparable position is available, the two employees shall decide which employee shall be laid off under the layoff and recall provisions of this Agreement.

F. Lateral Transfers

A Lateral Transfer is a transfer to a position within the same salary grade. Current employees may request a lateral transfer to an open position. Transfer requests must be made in writing. Transfer candidates must have completed initial probation, and must meet the minimum qualifications for the position and demonstrated satisfactory performance in his/her position. Should the Employer deem the job performance not to be satisfactory, the Employer shall provide the employee with a writing that explains the reasons why the performance has not been satisfactory. If two or more employees request a transfer to the same position, the Employer may select the applicant most qualified to meet the needs of the Consumers; provided that if the qualifications are equal, the most senior employee shall be selected. The Employer may of course transfer employees to different positions or different offices as needed for business purposes as per Article 6, Management Rights, Section J.

G. Promotion

A promotion is a transfer to a position with a higher salary grade. Current employees may request a promotion to an open position for which the employee meets the minimum qualifications and has demonstrated satisfactory performance in his/her current position. Should the Employer deem the job performance not to be satisfactory, the Employer shall provide the employee with a writing that explains the reasons why the performance has not been satisfactory. Promotion requests must be in writing. If two or more employees apply for a promotion, the Employer may select the applicant most qualified to meet the needs of the Consumers; provided that if the qualifications are equal, the most senior employee shall be selected.

H. Re-Employment After Resignation

Employees applying for work in the same or similar classifications formerly occupied within one year of voluntary resignation shall be declared eligible to apply for employment without further testing. Those employees who have resigned and are outside of these parameters may be required to submit to testing. Those employees reemployed after resignation shall be granted service credit for prior NLACRC service for all purposes of seniority, salary placement, and benefit accrual rates.

**ARTICLE 8. Definition of Employees**

A. Full Time Employee

A full-time employee is defined as one who is regularly scheduled to work forty (40) hours per week.

B. Part-Time Employee

A part-time employee is defined as one who is regularly scheduled to work less than forty (40) hours per week.

C. No Guaranteed Work Week

No employee shall be guaranteed any specific number of hours of work per week.

D. Intermittent, Temporary, and Casual Employees

Intermittent, temporary, and casual employees are defined as those who work on a temporary and irregular basis. Employees in this category shall not be subject to the provisions of this Agreement, except if such an employee is held over more than ninety (90) days, unless replacing an employee who is on leave, the employee shall become a full-time or part-time employee and will complete the remainder of the Probationary Period. The Employer shall not utilize this section to avoid the posting requirement as defined elsewhere in this Agreement.

E. Probationary Employees

1. Length of Probationary Period

The probationary period for newly hired employees shall be one hundred eighty (180) calendar days, excluding any time on unpaid leave of any type. Employees who are promoted into a higher level classification shall also serve a probationary period of ninety (90) calendar days. The initial probationary period shall not be extended.

**ARTICLE 9. Personnel Files**

9.1 Content and Inspection of Personnel Files

All official records of the employee's personnel history shall be maintained in the Human Resources Department. No disciplinary or performance documents shall be placed in the employee's official personnel file after the date of employment without a copy being given to the employee prior to being placed into the file. Materials used in any disciplinary action involving the employee or affecting the employee's employment status shall be placed in the employee's official Human Resources Personnel File.

Upon reasonable notice, not to exceed thirty (30) calendar days, each employee has the right to inspect the employee's own official personnel file at reasonable intervals during normal business hours, accompanied by a Union representative, if the employee desires. A Human Resources representative shall be present during file inspection. If an employee believes that material has been placed into the employee's file without the employee receiving a copy, upon request, the employee shall be given a copy. All provisions of Article 9, Personnel Files, are subject to the grievance procedure. Copies of materials and documents contained in the file shall be provided to the employee upon request.

Material relating to performance or discipline shall be signed by a person who has knowledge of the facts and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that such signature merely signifies

reading the material and does not indicate agreement with its contents. If the employee declines to sign the material relating to performance or discipline, the supervisor shall so note and place the date declined on the document.

Employees have the right to answer any material filed and this answer shall be attached to the file copy. Such material shall not be used exclusive of this answer.

Material will be removed or otherwise deleted from an employee's personnel file if the employee and Employer agree that such material is incorrect or if such material is determined to be incorrect as a result of the grievance procedure.

Information of a positive nature received by the Employer pertaining to the performance of an employee shall be placed into the employee's personnel file at the employee's request. The employee shall be advised of any such material received.

No anonymous material may be included in the File of any employee.

## 9.2 Release of Confidential Information

Only the employee's name, dates of employment, and job title shall be released or verified to outside inquiries unless the employee files a written request for additional disclosure along with a waiver and release. All other personnel information is confidential, and may be released by a Human Resources representative upon written approval and a written waiver and release provided by the employee or upon a Court Order.

## **ARTICLE 10. Advance Approval for Overtime**

An employee may not work overtime without the advance approval of his or her immediate supervisor, unless circumstances beyond the employee's control require such overtime and the acquisition of advance approval is not possible. When such a circumstance requires unapproved overtime the employee shall, on the next in-office working day, inform his or her immediate supervisor in writing of:

1. the amount of the overtime worked; and
2. the nature of the circumstance beyond the employee's control.

## **ARTICLE 11. Timekeeping**

Employees shall maintain accurate records of time worked and record that time correctly on a daily basis or no later than the following office or telecommute day, on the Employer's electronic payroll system. Managers and approved designees shall be responsible for verifying the accuracy of employee time sheets. Non-approved employees shall not enter information on another employee's time sheet.

## **ARTICLE 12. Notice of Absence**

Employees shall notify their immediate supervisor, or their supervisor's designee, regarding any absence, exceptional tardiness, or sickness, within the first thirty minutes of the

Employee's work schedule, absent emergency. If the Supervisor or designee is not available, such notice may be left on the Supervisor's voice mail. If the Supervisor's voice mail is full, such notice may be left on the designee's voice mail. If none of the options above are possible, such notice may be left with the switchboard operator. The Employer may ask for medical verification by a physician, physician's assistant, or nurse practitioner for an absence of four (4) consecutive workdays or more arising from illness or injury, and where appropriate, a release to return to work. An absent employee must meet this requirement to call in on each day of the absence unless the absence has been approved for a finite period.

## **ARTICLE 13. On Call and Call-Back**

### **13.1 On Call**

The Employer shall select Service Coordinators from a voluntary pool on a rotating basis to provide on-call coverage. Should no volunteer be available the Employer shall select from a rotating pool of all Service Coordinators to provide on-call coverage. Only Service Coordinators who have passed the probationary period shall be eligible for such duty. The Employee shall be on call for a seven (7) day period, and shall receive a daily compensation of \$29.00 per day or \$36.00 per day, if the scheduled week includes any employer paid holiday or holidays (excluding personal holidays), for such duty.

In addition to such daily compensation, if an employee is required to perform any work during an on call week, the employee shall record those hours, and the Employer will compensate them for the actual time worked at the employee's regular base rate including any applicable overtime. While performing on call duties an employee may not schedule a full day of vacation, sabbatical or personal days off during this seven-day period. In the event an employee must take a partial day of unscheduled/scheduled benefit time during the week they are performing after hours on call, the employee must verify the ability to perform this function with their supervisor and the on-call supervisor before close of business on the day in which the after-hours on call is performed. Usage of partial day increments of scheduled/unscheduled benefit time during the week an employee is performing after-hours on-call will be approved based upon the compliance with the above requirement.

### **13.2 Call-Back**

The Employer may require that employees work beyond their normal schedules, or when necessary to provide emergency services, return to work after completion of their normal schedules. All extended schedules shall be compensated according to law and this Agreement. Employees called back for such duty shall receive compensation equivalent to a minimum of two (2) hours or the actual time worked, whichever is greater, at the appropriate overtime rate, if applicable.

## **ARTICLE 14. Rest and Meal Periods**

Employees shall be entitled to one (1) break of fifteen minutes in the morning and one such break in the afternoon; these breaks cannot be combined with each other or the meal period. Breaks shall be with pay and counted as time worked.

Uninterrupted meal periods of one-half hour or one hour in duration shall not be counted as time worked, provided, however, that if a meal period is interrupted by calls to duty, the meal period shall be counted as time worked. An employee may, after supervisory approval, on a regularly scheduled basis take a one hour lunch period as long as the employee works the regularly scheduled number of work hours. When an employee works more than ten (10) hours in a work day, and works five (5) hours after the first meal period, the employee shall be entitled to a second meal period. An employee may not schedule the morning and afternoon breaks so as to immediately precede or succeed the employee's lunch period, start time or quit time.

## **ARTICLE 15. Performance Evaluation**

### **15.1 Evaluation of Probationary Employees**

A newly hired or rehired employee serving a probationary period shall receive at least two performance evaluations, one at the end of three months and one at two weeks before the end of the one hundred and eighty (180) calendar day probationary period. Additional evaluations may be given at intervals determined by the Employer. Evaluations of probationary employees shall be conducted in the same manner as regular employees. A newly hired employee serving an initial probationary period may be discharged as set forth in Article 18, Discipline and Discharge, Section 3.

### **15.2 Evaluation of Post-Probationary Employees**

- A. The work performance of each post-probationary employee shall, to the extent possible, be evaluated by the immediate supervisor prior to the employee's anniversary/review date, in writing. The evaluation will include, but not be limited to, job knowledge, job performance, and interpersonal/professional relations. The employee shall have the opportunity to read and discuss the evaluation with the evaluator, and sign the report, and, absent emergency or extenuating circumstances, be given a copy of the evaluation by the end of the meeting. Such signature does not necessarily imply or indicate agreement with the content of the evaluation. If the employee declines to sign the report, the supervisor shall so note and place the date declined on the Evaluation. The employee also has the right to submit a written response within 23 calendar days of the original or any amended performance evaluation, which shall be attached to the performance appraisal form in the employee's personnel file. The report shall become a part of the employee's permanent personnel file.
- B. When an "improvement needed" rating is given on any post probationary employee's performance factor, the supervisor's comments accompanying that rating shall contain all of the following:

A clear statement of the nature of the improvement needed and the manner in which the employee is not meeting expectations, including, when appropriate, specific acts or omissions;

Specific recommendations for improvement and how improvement will be measured; and

The steps to be followed in order to correct the deficiencies outlined, with special attention to any training needs.

- C. The evaluation shall be discussed with the employee by the supervisor and a copy will be provided to the employee containing the supervisor's signature and date. If the supervisor changes the rating as a result of the conference or a grievance/arbitration decision, a new evaluation form shall be completed by the supervisor and provided to the employee with a copy of the amended evaluation containing the supervisor's signature and date. However, it is understood that the primary purpose of such evaluations is to be constructive and to help the employee achieve or maintain at least a satisfactory level of performance.
- D. It is also understood that evaluation of an employee's performance should be an ongoing process. While the Evaluation itself shall not be disciplinary, it is understood that warnings, concerns, or expectations identified in an Evaluation may be referred to in later discipline.

## **ARTICLE 16. Grievance and Arbitration**

### **16.1 Definition**

A grievance shall be defined as any claim or dispute, including any claim or dispute related to discipline or discharge, by an employee, the Employer, or the Union concerning the interpretation, application, or alleged violation of specific provisions of this Agreement, including but not limited to the No Work Stoppages Section of this Agreement. All grievances shall be processed in accordance with the grievance procedure set forth in this Article.

### **16.2 Representation**

An employee shall be entitled to the presence of a Union staff representative and/or a Union Steward at each step of the grievance procedure. An employee and one (1) Union Steward shall suffer no loss of pay for working time spent in attendance at the Step 1, Step 2, or Step 3 grievance meetings conducted pursuant to this Article.

### **16.3 Contents of Formal Written Grievance**

A formal written grievance shall contain a clear statement of the nature of the grievance, including the sections of the Agreement that are allegedly violated, the actions or lack thereof allegedly causing the violation, the date of the alleged violation, the name or names of the person or persons if known or are reasonably accessible

whose actions (or lack thereof) allegedly caused the violation, the name of the employee grievant, the proposed remedy and the dated signature of the grievant(s) or the Union representative.

#### 16.4 Time Limits and Grievance Steps

Should the party making the claim fail to file an appeal of a grievance or request arbitration within the specified time limits herein, the grievance shall automatically be resolved on the basis of the last response. Should the other party fail to schedule a meeting or fail to respond within the specified time limits herein, the grievance may be processed to the next step. Time limits set forth herein may be extended or waived only by mutual written agreement of the parties defined as email, memo, written correspondence, etc. Grievance steps may be waived only by mutual agreement of the parties.

#### 16.5 Discipline

- (a) Step 1 — Any grievance relating to any discipline including verbal warning, written warning, suspension, or discharge, of an employee whose job classification is covered by this Agreement must be served in writing to the Employer's Executive Director within ten (10) working days of the employee's receipt of written notice of the disciplinary action.
- (b) Step 2 — The Employer's Executive Director or the Executive Director's designee, and the grieving employee and/or a representative of the Union shall meet within ten (10) working days of the service of said grievance for the purpose of discussing and if possible, settling said grievance. The Employer shall give the Employee and Union a written answer to the grievance within ten (10) working days of the conclusion of such meeting.
- (c) Step 3 — If the grievance is not resolved at Step 2, then the Union may make a written request for arbitration. Such request shall be served on the other party within ten (10) working days of the conclusion of the procedures set forth in paragraph b of this section.

#### 16.6 All Other Grievances

All Union and employee grievances not subject to the section relating to discipline in this Article shall follow the following procedure:

- Step 1. A formal written grievance shall be served on Human Resources within fifteen (15) working days of the date the violation occurred or the date it should have been discovered. A meeting with Human Resources or the Employer's representative shall be scheduled within five (5) working days of the receipt of said grievance for the purpose of discussing and, if possible, settling said grievance. The Human Resources or Employer's representative at this level shall give a written answer to the grievance to the other party within ten (10) working days of the conclusion of such meeting.



- Step 2. If the grievance is not resolved at Step 1, then the formal written grievance may be served on the Employer's Executive Director. Such grievance shall be submitted within five (5) working days of the conclusion of the procedures set forth in paragraph 1 above. A meeting shall be scheduled within ten (10) working days of the receipt of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer's Executive Director or the Executive Director's designee shall give a written answer to the grievance to the other party within ten (10) working days of the conclusion of such meeting.
- Step 3. If the grievance is not resolved at Step 2, then the Union may make a written request for arbitration. Such request shall be served on the other party within ten (10) working days of the conclusion of the procedure set forth in Step 2 of this Section.

## 16.7 Arbitration

The following procedure shall apply if a grievance is taken to arbitration:

- A. If the parties are unable to agree on an impartial arbitrator, they shall, within ten (10) working days of mailing the notice of intent to take the grievance to arbitration, jointly submit to the Federal Mediation and Conciliation Service a request for a list of seven (7) arbitrators.
- B. The parties shall communicate within five (5) working days after receipt of said list for the purpose of attempting to select one of the individuals named therein. If they are unable to do so, the parties shall each make alternative strikes from said list, after determining the first strike by lot, and the remaining name shall be that of the arbitrator.
- C. The determination of the Arbitrator shall be final and binding on the parties and on any affected employee covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the date of the arbitration or the filing of briefs, if any, whichever is later.
- D. The arbitrator shall have no authority to: (1) change, add to, subtract from, modify or amend any of the provisions of this Agreement; (2) to base any decision on any past practice or custom which is inconsistent with any provision of this Agreement; or (3) to render an award on any grievance occurring before the effective date, or after the termination date of this Agreement.
- E. All fees and expenses of arbitration, including but not limited to the costs of the room and refreshments, the other party's actual attorney's fees to a maximum of \$1,500 per arbitration, the losing parties own attorney's fees, and the arbitrator's fees, shall be born entirely by the losing party. If each party prevails to some extent, the arbitrator shall designate which party substantially prevails, and the other party shall bear entirely the above described arbitration expenses.

- F. If the parties fail, within 90 days from the date of the written request for arbitration, to schedule an arbitration for a future date, the Grievance shall be deemed abandoned and dismissed. If the failure of the parties to schedule the arbitration is due to the failure of the Employer to respond to requests by the Union to schedule the arbitration, the Grievance shall not be deemed abandoned and dismissed unless a future date for the arbitration is not chosen within ninety (90) days after the Employer responds to such Union requests.

## **ARTICLE 17. No Work Stoppages**

### **17.1 No Strikes**

During the term of this Agreement, neither the Union nor its agents, nor any employees, individually or collectively, shall call, sanction or participate in any strike, work stoppage, sit down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with the movement or transportation of persons or goods to or from the Employer's premises. Picketing on the Employer Premises or during the working time of the picketing employee shall also violate this Article.

The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest. If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section, which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

### **17.2 Discipline**

Any employee who participates in any activity prohibited by Section 1 of this Article shall be subject to discharge or such lesser discipline as the Employer, in its sole discretion, shall determine without recourse to the grievance procedure; provided, however, that the employee shall have recourse to the grievance procedure as to the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the Arbitrator.

### **17.3 Remedies for Breach**

The Employer and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if this No Work Stoppages provision is violated, without prior resort to any dispute resolution procedure provided

under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

#### 17.4 Lockouts

The Employer agrees that there shall be no lockouts during the term of the Agreement.

### **ARTICLE 18. Discipline and Discharge**

#### 18.1 Post-Probationary Employees

A post-probationary employee shall be disciplined or discharged only for just cause. An employee covered by this section shall have the right to appeal any disciplinary action, including discharge, in accordance with the provisions of the grievance and arbitration procedure set forth in this Agreement.

#### 18.2 Representation

An employee who has been asked to participate in a disciplinary or investigatory interview which could lead to the discipline of said employee or where the employee reasonably believes the interview could lead to discipline shall be entitled at the employee's request, to the presence of a Union staff representative or a Union Steward at such an interview. The employee and any representative who is also an employee shall suffer no loss of wages. Such interviews shall be scheduled during the employee's regularly scheduled work hours.

#### 18.3 New Probationary Employees

A newly hired employee serving his or her initial probationary period may be discharged at the Employer's discretion and such discharge shall not be subject to the grievance procedure of this Agreement.

#### 18.4 Promotion/Probationary Employees

Any promoted employee serving his/her ninety (90) day probationary period may be removed from the higher level position at the Employer's discretion, and such removal from the higher level position shall not be subject to the grievance procedure of this Agreement. In the event an employee is removed from the higher level position during the probationary period, the employee shall be returned to his/her former classification or a substantially comparable position.

#### 18.5 Notice Regarding Performance

A. Prior to discharge or suspension for poor work performance, the employer shall meet with the employee and provide the employee with a written warning regarding such performance and a reasonable opportunity to improve such performance. The length of the reasonable opportunity shall of course vary based on the nature of the poor work performance. For example, for some issues, such as tardiness, a reasonable opportunity would require the employee to demonstrate immediate improvement, while for some

performance problems, like bringing a caseload current, a reasonable opportunity could involve a period of up to 90 days. The employer may immediately discharge an employee in case of performance, actions, or behavior that create a hazard to consumers, fellow employees, or other persons, or in case of dishonesty, gross misconduct, insubordination, theft, or criminal convictions relevant to the job.

B. Written notice of discharge or suspension shall be provided to the employee.

## **ARTICLE 19. Hours of Work**

### **19.1 Normal Work Schedules**

The normal work week for employees covered by this Agreement shall be a work week of 40 hours based on five (5) days of work at eight (8) hours per day, Monday through Friday. The Employer may require that employees work beyond their normal schedules, or, when necessary to provide emergency services, return to work after completion of their normal schedules; provided that any overtime shall be paid according to this Agreement. The employer retains the right to designate and change daily arrival and departure times.

### **19.2 Scheduling Options**

- A. Employee requests for alternative schedules will be evaluated based on the business needs of the organization, and will be considered by work unit, by NLACRC seniority, with consideration for special skills. Hours of work and individual schedules will continue to be set by the Employer.
- B. All employees will be offered the following scheduling options:
- To work a five (5) day, eight (8) hour schedule (5/8).
  - To request a 9/80 schedule, consisting of alternating 4-day and 5-day weeks.
- C. For positions where telecommute is authorized, employees will be offered the following scheduling options:
- To work a five (5) day, eight (8) hour schedule (5/8) and request one (1) day of telecommute per week.
  - To request a 9/80 schedule, consisting of alternating 4-day and 5-day weeks and request one (1) day of telecommute per two-week cycle, scheduled during the 5-day week.
  - To work a five (5) day, eight (8) hour schedule (5/8).

### 19.3 Telecommuting

An employee in a position where telecommuting is authorized may, at any time following the completion of the probationary period, make an application to telecommute. The Employer shall, within ten (10) working days following the receipt of the completed application either, approve the telecommute, or provide the employee a written explanation why the telecommute was denied. This written explanation shall include recommendations for action to take that will qualify the employee for telecommute.

If the application is denied because the employee needs to acquire equipment to meet the telecommute policy, the employee may submit a subsequent request to telecommute at any time after acquiring the necessary equipment. If the application is denied due to performance reasons, or other business reasons, the employee may, after the passage of sixty (60) days, submit a subsequent request to telecommute. In each case, the Employer will again respond within ten (10) working days with either an approval or a written explanation why the telecommute was denied.

If for any reason, the Employer decides a telecommuting employee should not telecommute, the Employer shall provide the Employee with a written explanation for the reasons why prior to the suspension of the telecommute, and suspend the telecommute until the reasons no longer exist.

The Employer decisions regarding telecommute are not subject to the grievance procedure; provided however that the employee may grieve the failure of the Employer to provide a written explanation as required above.

The Employer shall reimburse telecommuting employees for business calls made from home to the extent this cost exceeds the cost of their normal commute as calculated by the IRS rate per mile. Employees must be accessible and have a telephone number where they can be reached during their scheduled workday period.

An employee may not telecommute during either the four-day week of a 9/80 schedule or during a week in which there is an Employer paid holiday.

#### 19.3.1 Cell Phone

Other than for telecommuting, employees are not permitted to use a personal cell phone for business purposes except when outside the office, where there is no alternative, in one of the following specific circumstances:

- (1) in case of a work related emergency, or a situation where such use is necessary for the most efficient conduct of business;
- (2) if necessary to gain access for any out of the office meeting;

If an employee is so required to use the employee's personal cell phone, the employee shall, on the next work day in the office, (1) advise his or her supervisor of the need to

use the personal cell phone, and (2) submit to the supervisor the proper reimbursement form, identifying the calls necessary under (1) or (2) above.

The supervisor may either approve a reasonable reimbursement, the amount of which will be determined by Employer policy, or request that the employee provide proof of the use of the cell phone for a call or text. If the supervisor requests proof, the employee shall provide proof no later than 30 days after receipt of the cell phone bill covering the time when the personal cell phone was used. Upon receipt of proof, the Employer shall make a reasonable reimbursement.

#### 19.4 Start of Workday/Workweek

For payroll purposes, the workday commences at 12:01 a.m., and the workweek commences at 12:01 a.m. on Monday; provided however that for the 9/80 schedule, the workweek shall be defined to commence after the first four (4) hours of work on the nine (9) hour Friday, or as required to split the two-week schedule into two 40 hour weeks.

### **ARTICLE 20. Layoff or Reduction in Force**

#### 20.1 Order of Layoff

Whenever layoffs in a particular classification are required, the order of layoff shall be by NLACRC seniority in that classification with the least senior employee laid off first provided however, that the Employer may layoff a more senior employee to retain a less senior employee who possesses special bilingual skills or licensure where such is relevant to the duties of the classification.

Where two (2) or more workers subject to layoff have equal seniority, layoff shall be determined by lot.

#### 20.2 Displacement Rights

- A. An employee who would otherwise be laid off under this section, but who has more NLACRC seniority, may elect to displace the least senior bargaining unit employee:
  - i. In a substantially similar classification; or
  - ii. in a lower classification previously held; or
  - iii. in a classification substantially similar to a lower classification previously held at the same location, or at a different location, provided that the employee meets the minimum requirements for the position and has the skill and ability to perform the job, unless the least senior employee possesses a special bilingual skill or licensure where such is relevant to the duties of the classification.

- B. If the displaced employee is unable to displace the senior employee, he or she may continue up the seniority list until he or she is able to displace a junior employee, subject to the requirements of paragraph (A) above.
- C. Any employee displaced in the foregoing bumping process may exercise the same bumping rights described above. If such an employee is unable to displace another employee as a result of the bumping process, he or she shall be placed on layoff status.
- D. In no event may an employee displace an employee in a higher paying classification.

### 20.3 Recall After Layoff

- A. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If within the twelve (12) month period the Employer hires for a classification from which layoff occurred, the Employer shall recall employees who meet the minimum qualifications for the position in inverse order of layoff in that classification or a substantially similar classification. In the event an employee who possesses special bilingual skills or licensure vacates a position in a classification from which layoff occurred, the Employer may recall a less senior employee, before a more senior employee, if the less senior employee possesses special bilingual skills or licensure relevant to the duties of the classification.
- B. If a laid off employee is recalled within twelve (12) months, the employee shall return with the same seniority, service credit and benefit accrual rate the employee had at the time of layoff. An employee returning to the same classification shall be paid at the step required by the employee's seniority and an employee recalled to a lower classification shall be paid at the step of the lower classification required by the employee's seniority. Accrued but unused vacation, compensatory time and fifty (50) percent of the employee accrued sick leave to a paid maximum of 80 (eighty) hours for full-time employees, pro-rated for part-time employees, shall be paid in full at the time of lay-off. The remainder of the employee's sabbatical time accrued but unused prior to the time of layoff shall be reinstated upon the employee's return to work.
- C. An employee on layoff who has been recalled to work must respond within seventy-two (72) hours of actual notification, either by actual receipt of an overnight certified letter or by direct conversation in person or on the telephone; provided however that in the absence of such actual notification; the recalled employee must respond within five (5) working days of the date the overnight certified letter is sent by the Employer. Employees accepting re-employment shall return to work within ten (10) working days of the date of acceptance.
- D. Employees who accept a position pursuant to 21.3 that is in a classification lower than their former classification shall retain their original twelve (12) months recall right to the classification from which they were laid off.

#### 20.4 Notice of Layoff

Absent an emergency need to implement layoffs, the Employer shall provide employees with two (2) weeks' notice of layoff. In the event less than two (2) weeks' notice is provided, pay in lieu of notice shall be given. After determination by the Employer of the need to implement layoffs, the Union will be notified in writing.

### **ARTICLE 21. Government Leaves**

Government service leave may be used in minimum increments of one-half hour.

#### 21.1 Jury Duty

Employees who have completed the probationary period and who are required to serve jury duty shall be paid their full salary, less court compensation, for a maximum of seven (7) work days of jury duty, provided that the employee's supervisor has received a copy of the jury summons before the leave is taken and further provided the employee shows proof of court attendance and the amount of pay received. When jury attendance is required for only a partial day and there is sufficient time to return to work, an employee on jury duty is required to return to the office.

#### 21.2 Military Leave

Employees will be granted absence without pay to perform military duties for the period of time in which re-employment is protected by law, and under the conditions set out in applicable laws.

#### 21.3 Voting

Employees will be granted up to two (2) hours of time off with pay at the beginning or the end of their work hours if they can demonstrate that they cannot otherwise vote. The employee must receive approval in advance from the Human Resources Director or designee.

### **ARTICLE 22. Leaves of Absence**

#### 22.1 Employer to Comply with All Mandatory Leaves

The Employer will comply with the terms and obligations of all required leaves under the terms of state and federal law. These laws include but are not limited to: the California Pregnancy Disability law, the California Family Rights Act, the Federal Family and Medical Leave Act, the California Workers Compensation leave law, Federal and California Military Leave laws, the California Drug and Alcohol Rehabilitation leave law, and various California laws providing leave for domestic violence, being victim of a crime, volunteer fire fighters, adult literacy education, and various school activities. Employees should contact Human Resources for the terms of these leaves, if they have questions.



## 22.2 Additional Leave of Absence

This unpaid leave, which may not exceed thirty (30) calendar days, is for personal necessity and can be taken once every three (3) calendar years. This leave cannot be combined or used to extend other leaves that are covered under this agreement. All benefit time must be exhausted in order to be eligible for this additional leave of absence, unless the leave is for purposes for which sick leave could not be used, in which case, sick leave need not be exhausted. During this leave, the employee is responsible for his/her portion of all health and fringe benefit premiums for the entire period of absence. Approval for this leave of absence may be granted by the Executive Director or his/her designee in his/her sole discretion.

## 22.3 General Rules Governing Leaves

The rules governing leaves of absence are:

- A. All employees shall be eligible for medically necessary pregnancy disability leave and for workers' compensation leave in accordance with California law. Applications must be made in writing and filed with the employee's supervisor at least 30 days before the leave is to begin, unless the Employee learns of the need for the leave less than 30 days before the leave is to begin, in which case written application must be made upon learning of the need for the leave. If an employee is unable to give written notice, oral notice can be given pending receipt of medical certification requesting such a leave. Approval for leaves of absence may be granted by the Human Resources Department.
- B. Employees approved for leave of absence and who return to work within the appropriate maximum limit, shall have return rights as required by law, or for four (4) months, whichever is longer. The return rights program guarantees return to a comparable position at the same location and at the current salary for that position at the conclusion of the leave.
- C. Leaves of absence shall be granted without pay. Employees shall have the option to use, or the Employer may require the employee to use, their accumulated vacation, sick leave, compensatory time or personal holidays, unless prohibited by law. The Employer will integrate this benefit time with CA State Disability Insurance, Paid Family Leave and Workers' Compensation as applicable.
- D. Employees on leave of absence shall accrue benefits during the period in which they receive payment of any accumulated benefits, such as vacation, sabbatical time, sick leave, compensatory time or personal holidays. An employee, who is not receiving payment, either by choice or by having exhausted his/her accrued benefits, shall have the option to continue his/her discretionary benefits at his/her own expense. NLACRC will resume pro rata payments based on the hours worked, on the first of the month following the employee's return to work for at least twenty (20) hours per week. An employee who voluntarily discontinues payment of accumulated benefits shall not be able

to recommence payment during the same leave of absence. Employees not receiving payment of accumulated benefits shall not accrue benefits.

- E. Each unpaid day, in excess of 12 unpaid business days, during any unpaid portion of a leave of absence shall have the effect of suspending the Service Date under Article 7, Hiring and Selection, Section D, Service Date, for each day of such leave in excess of 12 unpaid business days, except for employees who are on workers' compensation leaves or unless prohibited by law.
- F. Employees must return to work on the first working day following expiration of the leave, or be considered to have voluntarily resigned. Employees requesting an extension of leave must contact Human Resources two weeks in advance of the expiration of the leave (or as long in advance as possible) to request the extension. An extension of a leave of absence shall be granted only upon approval by the employer. Employees returning from a medical leave or illness must present a medical release from their doctor, with or without a request for accommodations, prior to the date of return to receive approval for return.
- G. If an employee has missed work for five (5) consecutive working days, that employee must, on the sixth (6th) working day, either return to work, or request for a leave of absence. If an employee fails timely to request the leave of absence or return to work, the Employer shall inform the employee in writing of the need to do so, and if the employee fails thereafter to either report to work or complete a request for a leave of absence in accordance with Article 22, Leaves of Absence, within three (3) working days of receipt of the letter, the employee will be deemed to have resigned voluntarily.

#### 22.4 Integration of Benefits

Where an employee receives CA State Disability Insurance, Paid Family Leave or Workers' Compensation payments, the employee shall receive such portion of his or her available benefit time to an amount equal to, but not exceeding, the employee's regular rate of pay. Benefit time shall be paid in the appropriate pay period based on the Employer's best estimate of the amount of State Disability Insurance, Paid Family Leave or Workers' Compensation payments due the employee.

#### **ARTICLE 23. Subcontracting**

The Employer may engage in the contracting of work for economic or operational reasons, including but not limited to the contracting with consultants and specialists, provided that the contracting of work done by bargaining unit employees is done only after holding a meet and confer session with the Union.

#### **ARTICLE 24. Judicial Proceedings**

When an employee is requested to appear as a witness, by subpoena or as an expert witness, as a result of an issue arising from his/her job, the employee shall receive, for each day on which the employee would have worked, the difference between the employee's regular

straight-time pay for that day and the amount of the employee's witness pay. The employee shall notify the Employer as soon as the employee is notified of such request or subpoena.

#### **ARTICLE 25. Job Descriptions**

Each employee shall receive a copy of his or her job description. New or revised job descriptions shall be made available to the affected employees and to the Union within five (5) working days of implementation. When technologically feasible, on-line copies of job descriptions will be made available to employees in place of paper copies.

#### **ARTICLE 26. Illness and Injury Prevention**

The Union and the Employer consider that injury and illness prevention shall be of primary importance in all phases of operation and administration.

The Employer shall make best efforts to provide for safe and healthy working conditions for employees.

The prevention of injuries and illness is an objective affecting all levels of the organization and its activities. It is, therefore, a basic requirement that each supervisor make the safety and health of employees an integral part of his/her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Employees are expected to assist the Employer in injury and illness prevention activities. Unsafe conditions must be reported as soon as possible to the employee's immediate supervisor. Fellow employees that need help should be assisted.

Any injury that occurs on the job must be reported to the employee's supervisor and Human Resources as soon as possible. Except in an emergency, no employee should leave work without reporting an injury that occurred.

#### **ARTICLE 27. Union Business**

##### **27.1 Access For Union Representatives**

Upon twenty-four (24) hour notice (given on a work day) and subject to client care or department requirements a single duly authorized Union representative who is not an employee of the Employer shall have access, during business hours, to areas within the Employer's facilities when such access is necessitated by matters concerning the administration of the Agreement. Such public areas may include, to the extent the areas are not being used, areas as designated by the Employer, including meeting rooms, interview rooms, or conference rooms. The Union shall provide notice to the Executive Director or his/her designee of the desire to visit and shall identify the office in which the visit is desired.

Such Union representatives shall not interfere with the Employer's operation, the work of employees, or the confidentiality of consumers.

If the representative wishes to meet with an employee, such meeting shall occur on the employee's lunch period or breaks. If a meeting during such times is impossible, subject to consumer needs and the needs of the department, an employee may go off the clock and meet with the Union representative for a reasonable period during which no pay will be received, but the employee may use vacation time. During the time periods the employee goes off the clock with no pay, he/she must notify and receive approval from his/her supervisor in advance via telephone or e-mail.

The single authorized Union Representative shall comply with the Regional Center's Visitor Access Policy and Procedure dated February 14, 2019.

#### 27.2 Union Stewards

The Union may notify the Employer of the designation of Union Stewards. The Union shall designate only the following stewards: five (5) for the San Fernando Valley office, two (2) for the Antelope Valley office, two (2) for the Santa Clarita office, and one (1) Chief Steward. Stewards and the employees they deal with may do Union business on an unpaid basis, excluding grievances pursuant to the Grievance and Arbitration Article of this Agreement and subject to the needs of consumers and to the needs of the Steward's and to the employee's respective departments. Union duties do not relieve Stewards or others of regular responsibilities and performance requirements. The Union shall notify the Employer of the name of the currently designated Union Stewards and any changes thereof. Any Union business shall be conducted by a Union Steward from the same office unless absolutely impossible. If that is absolutely impossible, and a Union Steward must travel to another office, such travel will not be paid. It is the obligation of the Union to ensure that each office has the maximum number of stewards.

#### 27.3 Bulletin Boards

The Employer shall make available a single bulletin board in the Antelope Valley office, a single bulletin board in the Santa Clarita office, and two bulletin boards in the San Fernando Valley office, in non-public locations, to be used for official notices of Union business relating to North Los Angeles County Regional Center employees.

#### 27.4 Copies of Contracts

At the time of employment, the Employer shall make available an electronic copy of this Agreement to each employee covered by this Agreement.

#### 27.5 Union Leave

Based upon the needs of the Employer, the Employer may grant a leave of absence without pay for a maximum of ten (10) days per calendar year, to two (2) bargaining unit employees to attend Union conventions, meetings or other business, provided:

1. Two weeks written notice is given to the Employer;
2. The employee has completed the probationary period;

3. The employee obtains the approval of his/her immediate supervisor, which shall not be unreasonably withheld.

#### 27.6 Union Meetings

The 1st floor meeting room at the main office of NLACRC may be scheduled for NLACRC union business meetings at lunchtime and after 5:00 p.m. on weekdays.

- A. Only NLACRC staff (who may invite union officials) may use NLACRC facilities. No other union groups will be authorized to meet at NLACRC events.
- B. Regular business events will take scheduling priority over union events.
- C. Meetings will be requested through the Executive Director's office by written e-mail from a Union Representative or officer to the Executive Assistant. Lunchtime meetings shall be limited to 45 minutes in length, and for each office a maximum of three (3) lunch time meetings may be held each year. Employees, including Union Stewards and Union Officers, will not be paid for time spent in excess of their regular lunch period when attending or traveling to and from such lunch meetings. No mileage will be paid for travel to such meetings.
- D. The Union will complete standard outside meeting request forms, will keep on file with the Executive Director a current certificate of any required insurance, will assume responsibility for the premises and equipment, and will leave the room in a clean and orderly condition.

#### 27.7 Union Notices and No Use of NLACRC Equipment

Union notices or communications to employees may not be made via or with the use of NLACRC postage, fax, copying machines, printers, employee mailboxes or other NLACRC equipment. To the extent required by the National Labor Relations Act, employees may use company email, during non-working time, for union related communications.

### **ARTICLE 28. Overtime**

#### A. Computation

Overtime compensation under a flexible schedule or alternative work schedule shall be as defined by that schedule with the normal schedule at straight time. For a traditional five (5) day, forty (40) hour workweek, overtime shall be paid at time and one-half (1.5) the regular rate of pay for all hours worked in excess of forty (40) in a workweek or eight (8) in a workday, with double time paid for all hours in excess of twelve (12) in a workday. For the purposes of computing overtime, only hours actually worked are considered.

The 9/80 schedule shall mean a schedule that includes one calendar week with five nine (9) hour days followed by a calendar week of three nine (9) hour days, one eight

(8) hour day, and one day off. This regular schedule shall be at straight time. All hours in excess of the normally scheduled hours for each workday shall be paid at one and one-half times (1.5) the regular rate of pay and all hours in excess of 12 in a workday shall be paid at double time the regular rate of pay.

The workweek for overtime purposes in a 9/80 schedule begins and ends after the first forty (40) hours of the two-week-period, such that each workweek contains 40 regular hours of work. For example, in the schedule noted above, the workweek would begin and end after the first four (4) hours of work on the fifth nine-hour day.

The 9/80 schedule described herein is consistent with the requirement that in any alternative schedule, the workweek for overtime purposes begins and ends after the first 40 hours of work in the first calendar week.

Week 1:

Monday	9 hours
Tuesday	9 hours
Wednesday	9 hours
Thursday	9 hours
Friday	4 hours [workweek ends and begins]; then 5 hours.

Week 2:

Monday	9 hours
Tuesday	9 hours
Wednesday	9 hours
Thursday	8 hours
Friday	off

**B. Compensatory Time**

The Employee shall determine whether or not overtime shall be paid out at the end of the pay period, or whether the employee shall be credited with Compensatory Time off at the rate set forth in Section A of this Article. The employee must use the compensatory time off within the pay period in which it is earned, or within the fourth pay period following the pay period in which it is earned, or the Employer may involuntarily schedule the employee off. If the Employer does not permit the time off to be taken within the required time, a cash payment shall be made in the next paycheck.

**ARTICLE 29. Vacation**

**29.1 Eligibility and Accrual.**

Employees regularly scheduled to work 20 or more hours per week earn vacation credit. New employees begin accruing vacation immediately, but may not use it until probation is completed. Vacation hours accrued during a month will be posted and

available for use on the first day of the following month. Full-time employees earn vacation according to the following schedule:

<u>Month of Service</u>	<u>Hours Earned</u>	<u>Maximum Accrual</u>
0–48 months	10 per month	240 hours
49 months or more	13.33 per month	320 hours

Part-time employees earn a prorated number of hours based on the percentage of full-time schedule worked. Employees who work a partial month will earn prorated credit for that month. Vacation may be used in minimum amounts of one half (.5) hour.

An employee who reaches the maximum accrual level shall accrue no further vacation until the accumulated vacation falls below the maximum accrual level. Employees are responsible for observing maximum accrual levels and scheduling vacation accordingly.

When an employee is out on vacation, the employee must use any accrued but unused vacation time and/or other benefit time eligible for use for vacation.

#### 29.2 No On-call or O.D. Scheduling

Employees shall not be scheduled to be on-call or assigned as O.D. during a scheduled vacation leave. In the event an employee must take a partial day of unscheduled/scheduled benefit time during the week they are performing after hours on call, the employee must verify the ability to perform this function with their supervisor and the on-call supervisor before close of business on the day in which the after-hours on call is performed. Usage of partial day increments of scheduled/unscheduled benefit time during the week an employee is performing after-hours on-call will be approved based upon the compliance with the above requirement.

#### 29.3 Cash Out

The Employer may in its sole discretion offer to cash out an employee's accrued vacation that exceeds 40 hours. An employee may accept or reject the cash out offer. If the employee rejects the cash-out offer the vacation hours shall remain in the employee's accrued vacation bank.

#### 29.4 Holiday During Vacation

If a paid holiday, as set forth in Article 33, Holidays, occurs during an employee's vacation, that day shall not be charged as a vacation day, but as a paid holiday.

#### 29.5 Scheduling

An employee must submit all vacation requests to his or her immediate supervisor for prior approval. Requests for vacation must be submitted at least two (2) weeks prior to the requested beginning day of the vacation unless impossible to do so. The supervisor shall respond to such request within a reasonable period of time not to exceed five (5) working days after receipt. Vacation requests shall not be

unreasonably denied. Subject to staffing requirements, first priority in granting vacation requests shall be given to the earliest date(s) on which the request is submitted. If, on the same date, more than one employee submits a vacation request for the same or overlapping dates and the supervisor is not able to grant all requests, seniority shall govern.

A scheduled absence to qualify for Wellness and Holiday Pay is defined as a request for time off that was submitted at least five (5) business days in advance of the start date and approved by the supervisor.

#### 29.6 Payment Upon Termination or Resignation

An employee who is discharged or resigns shall be paid for all accumulated but unused vacation time up to the applicable maximum accumulation set forth in 29.1 of this Article, and as accrued through the last day of employment.

### **ARTICLE 30. Sick Time**

#### 30.1 Eligibility and Accrual

Full-time employees shall accumulate and be eligible to use sick time with pay, from the date of hire, at the rate of eight (8) hours per month. Part-time employees accumulate a pro-rated number of hours per month worked, based on the number of hours they regularly work. An employee who works a partial month will accumulate partial benefits for that month. Sick time accrued during a month shall be posted and available for use on the first day of the following month.

#### 30.2 Use of Sick Time

Sick time may be taken and deducted from an employee's sick time accumulation when the employee is unable to perform his or her duties of employment because of illness, injury or an appointment with a physician, dentist or other approved health practitioner, or if it is necessary for the employee to be absent from work to arrange emergency care plans or otherwise act responsibly to the medical needs of immediate family members who depend on the employee. "Immediate family member" is defined as a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a registered domestic partner; a grandparent; a grandchild; a sibling; or any dependent family member who resides with the employee.

The Regional Center shall have the right to require any employee to produce a physician's statement prior to return from sick time verifying the ability to return to normal work duties, in cases in which the Employer has evidence causing it to question the employee's medical ability to return to work.



### 30.3 Holiday During Sick Time

Holidays which fall during a period of sick time for four (4) or more consecutive days shall be paid holiday pay. A paid holiday will otherwise be paid only if the employee works both the workday before and the workday after the holiday, absent documented emergency or documentation of a medical absence scheduled at least five (5) business days in advance.

### 30.4 Payment Upon Termination

Upon termination an employee shall receive payment for one-half (½) of his or her unused accumulated sick leave up to a maximum of 80 hours. Any accrued and unused sick time that is not paid out shall be reinstated if an employee leaves employment and is then rehired within one (1) year.

### 30.5 Wellness Pay

For any period of six (6) consecutive whole calendar months in which an employee does not have an unscheduled absence, the employee shall accrue an additional eight (8) hours of paid vacation time. The benefit will be prorated for part time employees.

A scheduled absence to qualify for Wellness Pay is defined as a request for time off that was submitted at least five (5) days in advance of the start date and approved by the supervisor.

The employee must make a request for this additional eight (8) hours of paid vacation time within 30 days of achieving the six consecutive months without an unscheduled absence. Once such period is reached, an employee must start a new six-month period for a future benefit. If not requested within sixty (60) days, the benefit is waived and abandoned.

### 30.6 Sick Time Conversion / Benefit Time

- A. Effective January 1, 2000, employees will have the opportunity to convert Sick Time in excess of 80 hours to Benefit Time, at the rate of 2:1 (two (2) hours of Sick Time becomes one (1) hour of Benefit Time). A maximum of 80 hours of Sick Time may be converted per calendar year (January–December). Conversion opportunities will be offered two (2) times per year, in January and July.
- B. Benefit Time may be scheduled and used in the same manner as vacation, and is included in the computation of maximum vacation hours.
- C. Benefit Time is not eligible for sell-back and is not paid out at the time of termination.

### 30.7 CalPERS Sick Leave Conversion to Service Credit

As part of the Employer's retirement contract with CalPERS, the Employer participates in the CalPERS sick leave conversion benefit that allows the conversion of unused

sick leave to service credit at retirement. Employees can contact CalPERS about the details of this conversion option.

### 30.8 Use of Sick Time

When an employee is out sick or on a medical leave of absence, the employee must use any accrued but unused sick time. Once sick time is exhausted, the employee must use all other available benefit time, unless the employee is on a pregnancy disability leave, workers compensation leave or leave pursuant to other applicable law.

## **ARTICLE 31. Bereavement Leave**

31.1 Regular Full-time and Part-time employees (including new employees under probation) are eligible for three (3) paid work days to attend to matters related to the death of the employee's, spouse, designated partner, child, step-child, step-parent, legal ward, brother, sister, mother, father, mother or father-in-law, or for a grandparent, or grandchild, or step-grandchild. The benefit will be pro-rated for part-time employees. In case of the death of a parent, sibling, or child living out-of-state, the employee shall have five (5) paid working-days benefit, provided that the employee provides written proof that the employee actually travelled to such state to attend to matters related to the death within ten (10) calendar days of the death.

### 31.2 Donation of Benefit Time

The Employer has created a pool into which employees may donate a limited amount of benefit time to be used, at the Employer's sole discretion, to assist employees who have a catastrophic illness and who have exhausted all benefit time.

## **ARTICLE 32. Insurance Benefits**

### 32.1 Eligibility

Programs shall apply to all regular, full-time employees, and to those part-time employees working a qualifying number of hours per week, as specified in the summary plan descriptions. Benefits and benefit costs shall be pro-rated according to the employee's schedule (fifty percent schedule = fifty percent of normal agency contribution), except as otherwise stated below.

### 32.2 Health Insurance

Effective January 1, 2010, or when approved by CalPERS, whichever is later, the Employer agrees to contribute the following monthly amounts for full-time employees for purposes of health insurance, and to contribute pro rata amounts for part-time employees regularly scheduled to work 20 or more hours per week:

- a. Contribution amount will be equal to Blue Shield rate for employee only coverage.
- b. \$477.04 for employee and one (1) dependent coverage.
- c. \$581.74 for employee and two or more dependents.

Coverage is currently effective on the first day of the month after employment. The Employer retains the right to change insurance plans, or self-insure in its sole discretion, so long as the new plan provides the same (or a better) level of coverage. If the cost of health insurance exceeds the above-listed Employer contributions, the employee shall pay the difference.

Effective January 1, 2021, or when approved by CalPERS, whichever is later, the Employer agrees to contribute the following monthly amounts for full-time employees for purposes of health insurance, and to contribute pro rata amounts for part time employees regularly scheduled to work 20 or more hours per week: Up to a maximum of \$693.75 per month for actual health insurance coverage for employee only, employee and one dependent, and employee and family.

Effective January 1, 2022, or when approved by CalPERS, whichever is later, the Employer agrees to contribute the following monthly amounts for full-time employees for purposes of health insurance, and to contribute pro rata amounts for part time employees regularly scheduled to work 20 or more hours per week: Up to a maximum of \$700.00 per month for actual health insurance coverage for employee only, employee and one dependent, and employee and family.

### 32.3 Dental Insurance

The Employer shall provide the choice of two (2) dental insurance plans, one HMO plan and one PPO plan, for employees regularly scheduled to work 20 hours or more a week, effective on the first day of the month following employment. From January 1, 2020, through December 31, 2020, the Employer shall be obligated to pay the actual cost of the premium for full-time employees and their dependents, and a pro-rated amount based on rates established by the insurance provider or broker for part-time employees and their dependents. Starting on January 1, 2021, and continuing thereafter, the Employer shall pay the actual cost of the premium for the HMO dental plan for full-time employees and their dependents, and a pro-rated amount based on rates established by the insurance provider or broker for part-time employees and their dependents. Full-time employees shall contribute \$10 per month and part-time employees shall contribute a pro-rated amount based on rates established by the insurance provider or broker towards the cost of the premium for the PPO dental plan. The Employer shall pay the actual cost of the premium for the PPO dental plan, less the employee's contribution. The Employer retains the right in its sole discretion to change insurance plans, or to self-insure, so long as the new plan(s) provides the same (or better) level of coverage.

### 32.4 Life Insurance

The Employer shall pay the full cost of group life insurance for employees working 20 or more hours a month, in the amount of twice the employee's annual salary, as of the

first day of the month following thirty (30) days of employment. The Employer retains the right to change insurance plans, or to self-insure, in its sole discretion, provided that the benefits remain the same (or better).

32.5 Long Term Disability Insurance

The Employer shall pay the full cost of long term disability insurance for all employees regularly scheduled to work twenty (20) hours or more per week as of the first day of the month following employment. The Employer retains the right to change insurance plans, or to self-insure, in its sole discretion, provided that the benefits remain the same (or better).

32.6 PERS Retirement Plan

The Employer shall continue to provide employees working twenty (20) or more hours per week with membership in the State of California Public Employee's Retirement Plan (PERS). Employees will participate in the PERS Retirement Plan with the following retirement formulas:

Hired or eligible on or before January 31, 2008	2% at Age 55
Hired or eligible on February 1, 2008 through December 31, 2012	2% at Age 60
Hired or eligible on or after January 1, 2013	2% at Age 62

Such enrollment shall be provided under the same terms and conditions as existed on the effective date of this Agreement, provided that the Employer may adopt a new vesting schedule for the retiree health benefit. This change to the retiree health benefit will be applicable only to employees hired on or after the effective date of the new vesting schedule.

The Employer shall continue to contribute three and one-half percent (3.5%) toward the Employee Paid Member Contribution of the Normal Cost of PERS for employees hired or eligible prior to January 1, 2013.

Effective October 1, 2014, employees hired or eligible on or after January 1, 2013; shall per law contribute the full amount of the Employee Paid Member Contribution.

For all eligible employees, the Employer shall pay the full Employer contribution.

The Employer may change enrollment terms and conditions at any time as necessary to remain in compliance with all laws and regulations applicable to the PERS Retirement Plan, including but not limited to the Public Employee's Pension Reform Act of 2013.

32.7 Accidental Death and Dismemberment

Regular employees working more than twenty (20) hours per week shall continue to be provided with fully Employer paid accidental and dismemberment insurance as of the first of the month following thirty (30) days of employment.

32.8 Deferred Compensation

The Employer shall continue to provide a deferred compensation program, in which employees may voluntarily participate, in order to establish their own retirement or tax sheltered programs. The program shall continue to offer a variety of investment options.

32.9 Vision Insurance

Effective December 1, 1999, the Employer shall pay the full cost of vision insurance for the Employee only, with the option for Employees to cover dependents at the rate set by the carrier.

**ARTICLE 33. Holidays**

33.1 Holidays Observed

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Holidays falling on a Saturday shall be observed on the previous Friday. Holidays falling on a Sunday shall be observed on the following Monday. Through December 31, 2019, Employees may take one work day off with pay on either the day before Christmas or the day before New Year's Day, pro-rated for part-timers. As of January 1, 2020, the prior sentence is no longer in effect.

33.2 Personal Holidays

Regular Full-time and Part-time employees, except those Full-time and Part-time employees who are on an unpaid leave of absence on the day when a personal holiday is granted as described below, shall be given personal holidays as follows:

January 16 – One (1) personal holiday;  
May 1 – One (1) personal holiday;  
October 1 – One (1) personal holiday

These holidays shall be scheduled at the mutual convenience of the Employer and the employee. Personal holidays are one (1) work day for full-time staff, prorated for part-time staff. Personal holidays must be scheduled in whole day increments. The personal holidays received on January 16th and May 1st must be used by December 31 of the year in which they are granted, and cannot be carried over into the next year, and are not paid at termination. The personal holiday received on October 1st must be used by January 15th of the year following the year in which it was granted, and cannot be carried over after January 15th, and is not paid at termination.

### 33.3 Holiday Pay

Regular Full-time and Part-time employees are paid for recognized holidays in the following way:

Holidays Not Worked: Full-time employees are paid for the day according to the employee's work schedule at the employee's straight-time rate. Part-time employees are paid at their straight-time rate based on their average day's schedule, and their hours adjusted for the week.

Holiday Worked: Employees assigned to work will either be given a substitute paid day off within two weeks and paid full holiday pay plus straight-time for hours worked on the holiday, or not given a substitute day off and paid full holiday pay plus time and one-half for hours worked on the holiday.

Holidays which fall during an employee's vacation shall be charged to the holiday. A paid holiday will otherwise be paid only if the employee works both the day before and the day after a holiday, absent documented emergency or documentation of a medical absence scheduled at least five (5) business days in advance.

## **ARTICLE 34. Compensation**

- 34.1 A. During the first year of this Agreement, all employees on Steps A-9 of the Employer's wage scale (Appendix A), except those employees already getting an increase pursuant to a reclassification as referenced in Article 34.1.D of this Agreement, shall receive a one and one-half percent (1.5%) cost of living increase on the first day of the pay period following their anniversary date. Employees in Step 10 of the Employer's wage scale, except those employees already getting an increase pursuant to a reclassification as referenced in Article 34.1. D of this Agreement, shall receive a two and one-half percent (2.5%) cost of living increase on the first day of the first pay period following ratification of this Agreement; provided, however, that employees who advanced to Step 10 one year or less before the date of ratification of this Agreement shall receive such 2.5% increase on the first day of the pay period following their anniversary date. The Employer's existing wage scale will be frozen one year after the effective date of this Agreement. There will be no step increases after the wage scale is frozen. During the second year of this Agreement, all employees shall receive a three percent (3%) cost of living increase on the first day of the pay period following their anniversary date. During the third year of this Agreement, all employees shall receive a three percent (3%) cost of living increase on the first day of the pay period following their anniversary date.
- B. The parties agree if the Employer receives an increase in funding that is not attributable to growth, but increases the core staffing funding to an amount equal

to or greater than the current salary schedule, either party may give thirty (30) days written notice to the other to reopen the agreement for the sole purpose of negotiation wages. The remainder of the agreement shall remain in effect.

C. During the first year of this Agreement, but starting no earlier than six (6) months after the effective date of this Agreement, the parties shall meet to explore potential alternatives to the current step system, specialized caseload pay, and the current method for compensating employees with ABX2-1 funds. If the parties are unable to reach an agreement on these topics during this time frame, the issues shall be addressed at the negotiations of the next collective bargaining agreement between the parties. This section of the Agreement shall not be subject to the grievance procedure of this Agreement.

D. Job Reclassifications

Effective on the first day of the pay period following ratification of this Agreement, employees in the following job classifications shall be reclassified in accordance with Table 1 below: File Clerk, Office Assistant I, Receptionist, Secretary, Senior Secretary, Fiscal Assistant II, Fiscal Assistant III, Revenue Coordinator, Fiscal Assistant IV, Fiscal Analyst, Fiscal Monitor, Accountant.

Table 1

Current Job Title	Reclassified Job Title
File Clerk	Office Assistant I
Office Assistant I	Office Assistant I
Receptionist	Office Assistant II
Secretary	Office Assistant II
Senior Secretary	Office Assistant III
Fiscal Assistant II	Accounting Specialist
Fiscal Assistant III	Accounting Specialist
Revenue Coordinator	Accounting Specialist
Fiscal Assistant IV	Accounting Specialist Senior
Fiscal Analyst	Accountant Junior
Fiscal Monitor	Accountant
Accountant	Accountant

Effective on the first day of the pay period following ratification of this Agreement, current employees impacted by the job reclassification shall be placed at the nearest step of the reclassified job title that provides at least a five percent (5%) increase. Additionally, such employees shall receive an adjustment to their step as follows:

Employees with 4 to 9 years of service with NLACRC	Add 1 Step
Employees with 10 to 15 years of service with NLACRC	Add 2 Steps
Employees with 16 to 21 years of service with NLACRC	Add 3 Steps
Employees with 22 to 27 years of service with NLACRC	Add 4 Steps
Employees with 28 to 33 years of service with NLACRC	Add 5 Steps
Employees with 34+ years of service with NLACRC	Add 6 Steps

Employees whose step adjustment exceeds the maximum salary range of the reclassified job title shall be placed at the highest step.

### 34.2 Step Increase

A newly hired employee shall, except as provided in 7(B) begin at Step I. An employee shall be advanced after accumulation of 12 months of service at the lower step and the recommendation of the supervisors, based upon satisfactory work performance. Absent a leave of absence or other break in service, the employee's hire date will be the employee's anniversary date. Step increases for employees shall become effective on the first day of the pay period following the employee's anniversary date. An employee whose step increase is denied or withheld because of unsatisfactory work performance may grieve such decision under the grievance procedure of this Agreement.

All employees are eligible for the step increase unless they are on a written Performance Warning at the time of the annual performance review on their anniversary date.

An employee who is ineligible for a step increase will receive that increase from the date of removal from the written Performance Warning, but will not receive a retroactive increase. Such payment delays will not change the date of the next annual review on the Anniversary Date.

The Employer's existing wage scale will be frozen one year after the effective date of this Agreement. There will be no step increases after the wage scale is frozen.

### 34.3 Promotions and Transfers

The current language of this section shall remain in effect for this first year of this Agreement: Regular employees who are promoted to a higher paying classification shall be placed at the nearest pay step that provides at least a five percent (5%) increase. Such employees due for an annual salary increase within thirty (30) calendar days of promotion shall be placed on the next higher salary step above the step which provides at least a five percent (5%) increase.

One year after the effective date of this Agreement, this language shall go into effect: Regular employees who are promoted to a higher paying classification shall be placed at the entry pay rate of the salary range or receive a five (5%) percent increase whichever is greater. Such employees due for an annual Cost of Living increase within



thirty (30) calendar days following the date of promotion shall be given the five (5%) percent increase in addition to the Cost of Living increase.

#### 34.4 Bilingual Skills

Employees in positions designated by the Employer as requiring the use of bilingual skill shall, upon the effective date of this agreement, be compensated \$69.24 per bi-weekly pay period. An employee who does not work or receive payment for any accrued benefit hours for an entire pay period will not receive bilingual pay for that same pay period.

#### 34.5 Pay Periods

Employees are paid bi-weekly, resulting in 26 pay periods per year. Each pay period will cover two weeks, beginning with a Monday and ending on a Sunday. Pay earned for the pay period closing on Sunday will be paid the following Friday.

#### 34.6 Payment Upon Termination

The Employer at termination shall pay all unpaid wages, accrued but unused vacation and other benefits elsewhere required to be payable at termination. Checks for discharged employees shall be available upon discharge. Checks for employees who resign shall be paid within seventy-two (72) hours of receipt of notice of resignation, or at termination, whichever is later.

#### 34.7 Compensation in Lieu of Health Insurance

An employee who can provide proof of coverage under another health plan, at the time of hire, qualifying event or open enrollment, may elect not to be covered by the Employer's health insurance. The employee shall receive one hundred sixty dollars (\$160) per month in lieu of such coverage. The \$160 will be pro-rated for part-time employees. Effective January 1, 2021, the employee shall receive one hundred eighty dollars (\$180) per month in lieu of such coverage. The \$180 will be pro-rated for part-time employees.

The monthly amount will be divided into two equal payments to be paid in the first two pay periods of the month. An employee must receive wage compensation some time during the two-week pay period to receive each of the two payments. An employee who does not work or receive payment for any accrued benefit hours for an entire pay period will not receive the compensation in lieu of health insurance payment for that pay period. The Employer reserves the right to require verification of the proof of coverage under another plan during open enrollment.

**ARTICLE 35. Sabbatical Leave**

35.1 Formula

Each full-time and part-time employee, pro-rated for part-time, shall receive paid sabbatical leave on the following basis:

<u>Years of Service</u>	<u>Amount of Leave</u>
10 years through 19 years	40 hours Total
20 years through 24 years	80 hours Total
25 years through 29 years	80 hours Total
30 years through 34 years	80 hours Total
35 years through 39 years	80 hours Total

35.2 Use of Leave

Sabbatical leave may be taken in full day increments until such time when the employee has less than a full day of sabbatical leave remaining, then the employee may take the remaining partial day balance of sabbatical leave at one time. It may not be broken up and used a day here and another day later. Sabbatical leave is not considered to be an accrued benefit and therefore cash-out will not be paid for unused leave upon termination. Sabbatical leave is not a yearly benefit and must be taken during the appropriate block of time that the employee is eligible to utilize the leave. An employee who fails to use sabbatical leave within the allotted period of years may not carry over the sabbatical time to the next sabbatical period. At least a one-year hiatus must occur between the last sabbatical hour used during the previous sabbatical period and the first sabbatical hour used in the subsequent sabbatical period.

**ARTICLE 36. New Classification**

If the Employer establishes a new job classification within the bargaining unit during the term of this Agreement, the Employer shall also establish the rate of pay therefore. The Employer shall notify the Union within five (5) business days in writing of the establishment of any new job classification. If the Union is not satisfied with the rate of pay established by the Employer, it shall have the right within fourteen (14) calendar days after receipt of such notice of the new classification, to request bargaining, during the term of this Agreement, regarding such pay rate.

**ARTICLE 37. Education Leave**

37.1 Use of Education Leave

An employee who has completed his or her probationary period under Article 8, Definition of Employees, Section E, of this Agreement may apply for 40 hours (professional) or 20 hours (non-professional) of education leave without loss of pay each fiscal year to attend job-related but non-required conferences, courses, classes, institutes or workshops of an educational nature that will be beneficial to the employee's job at NLACRC, provided that:

- A. The employee makes the request to the immediate supervisor or the supervisor's designee in writing in advance, identifying and describing the content of the conference, course, class, institute or workshop that he or she wishes to attend and how it will be beneficial to the employee's job;
- B. Such attendance does not unreasonably interfere with staffing; and
- C. The employee's immediate supervisor or the supervisor's designee determines that the employee's work performance in the employee's current position will be enhanced by such attendance.

37.2 Accrual of Benefits During Leave

An employee on education leave pursuant to this Article will continue to accrue vacation and sick leave benefits and seniority during the period of such leave, and the Employer shall continue to pay its portion of the premium for insurance and retirement benefits during the period of such leave. Employees who are on another type of leave absence are not eligible to use Education Leave during their leave of absence period.

37.3 Employer-Required Education Training

Conferences, courses, classes, institutes or workshops of an education nature which the Employer requires an employee to attend shall count as time worked. Upon receiving written documentation of expenses, attendance, and successful completion by the employee, the Employer shall reimburse such employee for reasonable pre-approved expenses necessarily incurred in attending such conferences, courses, classes, institutes and workshops. Such reimbursement shall include, where applicable, transportation per diem, fees and tuition.

**ARTICLE 38. Use of Personal Motor Vehicle**

38.1 Access to Motor Vehicle

Employees shall not use their personal motor vehicles for transporting clients.

38.2 Expense Reimbursement

An employee who uses a motor vehicle in the course of his or her duties for the Employer shall be reimbursed for the cost of any parking fee or toll, upon presentation of receipts.

38.3 Mileage Reimbursement

An employee who uses his or her personal motor vehicle in the course of his or her duties for the Employer shall receive mileage reimbursement as follows:

- A. If such employee is not requested by the Employer to utilize a rental car, the employee shall be reimbursed for mileage at the IRS rate used for all employees.

- B. Any employee who receives mileage reimbursement must maintain at least the minimal levels of automobile insurance required by the State of California and must provide a copy of such to the employer upon request. Any employee who receives mileage reimbursement must maintain a valid California driver's license and provide a copy of such to the Employer upon request. If and when the Employer's insurer requires that the Employer participate in the DMV Pull program in order to maintain the Employer's coverage, then, subject to verification by the Union, the employees will sign any necessary documents and agree that the Employer will implement such a program.

#### **ARTICLE 39. Travel Expenses**

Except as set forth in Article 38 (Use of Personal Motor Vehicles) and subject to the provisions of Article 37 (Education Leave), employees shall be reimbursed for all necessary job-related travel expenses. For purposes of this Article, travel expenses shall be defined as public transportation and a per diem allowance for meals, lodging and incidentals. Per diem is defined as the rate established by the IRS.

#### **ARTICLE 40. Term**

This Agreement shall become effective December 19, 2019, and shall continue through and including December 18, 2022, or until expiration of the Employer's principal operation agreement with the State of California, whichever is earlier. It shall automatically be renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90), but not more than one hundred and twenty (120) days prior to December 18, 2022, or any December 18 thereafter, if it is automatically renewed, in which event this Agreement shall remain in effect during negotiations, and until ten (10) days' advance written notice by either party of its termination, but such notice may not be given sooner than ten (10) days before the expiration date.

Upon termination of this Agreement, whether by expiration of its term or otherwise, all rights and obligations of Employer, Union and employees under this agreement shall cease.

#### **ARTICLE 41. Savings Clause**

In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by the State of California or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event that a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall promptly enter into negotiation for the limited purpose of negotiating whether or not a replacement provision shall be added.

#### **ARTICLE 42. Full Understanding**

It is intended that this Agreement sets forth the full and entire Agreement of the parties regarding the matters set forth herein and all other topics subject to bargaining; and therefore, any other prior or existing agreements by the parties, whether formal or informal, written or unwritten, regarding such matters, are hereby superseded or terminated in their entirety.

**ARTICLE 43. No Interim Bargaining**

The Employer and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining and that all said subjects had been discussed and negotiated upon and the agreements contained herein were made after the free exercise of such rights and opportunities. The Employer and the Union, therefore, for the term of this agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically addressed in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either the Union, the Employer, or both, at the time of negotiating and executing this Agreement.

**ARTICLE 44. Notices**

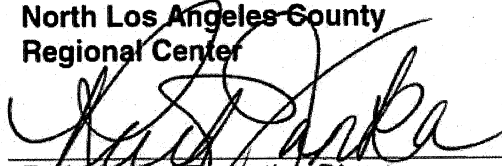
Notices by the Union to the Employer shall be mailed or delivered to the following address:

Executive Director  
North Los Angeles County Regional Center  
15400 Sherman Way, Suite 170  
Van Nuys, California 91406

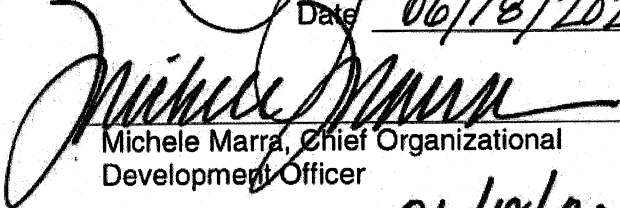
Notices by the Employer to the Union shall be mailed or delivered to the following address:

SEIU Local 721, CtW, CLC  
1545 Wilshire Blvd. Ste. 100  
Los Angeles, CA 90017-4510

North Los Angeles County  
Regional Center

  
\_\_\_\_\_  
Ruth Janka, Executive Director

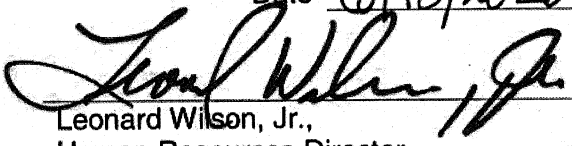
Date 06/18/2020

  
\_\_\_\_\_  
Michele Marra, Chief Organizational  
Development Officer

Date 06/18/2020

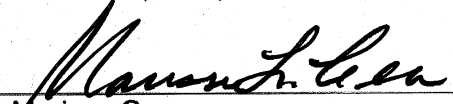
  
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Vini Montague, Director of Finance

Date 6/18/2020

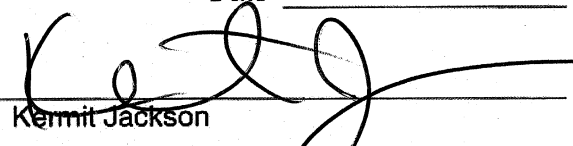
  
\_\_\_\_\_  
Leonard Wilson, Jr.,  
Human Resources Director

Date 6/18/2020

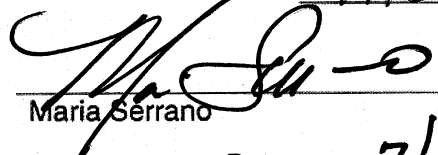
Service Employees International Union  
Local 721, CtW, CLC

  
\_\_\_\_\_  
Marissa Cea


Date \_\_\_\_\_

  
\_\_\_\_\_  
Kermit Jackson

Date 7/13/2020

  
\_\_\_\_\_  
Maria Serrano

Date 7/15/2020

  
\_\_\_\_\_  
Kathie Fuentes

Date 7/15/2020

North Los Angeles County Regional Center  
Appendix A  
Salary Schedule

Grade	Job Title		Step A	Step B	Step 1	Step 1A	Step 2	Step 2A	Step 3	Step 3A	Step 4	Step 4A	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4	DATA ENTRY OPERATOR TRANSFER COORDINATOR	Hourly			\$ 13.4656	\$ 13.8003	\$ 14.1407	\$ 14.4926	\$ 14.8503	\$ 15.2195	\$ 15.5945	\$ 15.9868	\$ 16.3734	\$ 16.7830	\$ 17.2042	\$ 17.6369	\$ 18.0753	\$ 18.5254
4.5	INTAKE ASSOCIATE VENDOR COORDINATOR OFFICE ASSISTANT I	Hourly			\$ 15.5138	\$ 15.9003	\$ 16.2869	\$ 16.6965	\$ 17.1003	\$ 17.5273	\$ 17.9542	\$ 18.4042	\$ 18.8542	\$ 19.3273	\$ 19.8119	\$ 20.3081	\$ 20.8158	\$ 21.3350
5	OFFICE ASSISTANT II	Hourly			\$ 15.5600	\$ 15.9490	\$ 16.3477	\$ 16.7564	\$ 17.1753	\$ 17.6047	\$ 18.0448	\$ 18.4960	\$ 18.9583	\$ 19.4323	\$ 19.9181	\$ 20.4161	\$ 20.9265	\$ 21.4496
6	CONSUMER ADVOCATE FAMILY ADVOCATE	Hourly			\$ 16.3965	\$ 16.8061	\$ 17.2157	\$ 17.6484	\$ 18.0753	\$ 18.5254	\$ 18.9811	\$ 19.4542	\$ 19.9331	\$ 20.4292	\$ 20.9427	\$ 21.4677	\$ 22.0043	\$ 22.5524
7	OFFICE ASSISTANT III	Hourly			\$ 17.1500	\$ 17.5788	\$ 18.0182	\$ 18.4687	\$ 18.9304	\$ 19.4037	\$ 19.8887	\$ 20.3860	\$ 20.8956	\$ 21.4180	\$ 21.9534	\$ 22.5023	\$ 23.0648	\$ 23.6415
8	ACCOUNTING SPECIALIST	Hourly			\$ 18.8700	\$ 19.3418	\$ 19.8253	\$ 20.3209	\$ 20.8289	\$ 21.3497	\$ 21.8834	\$ 22.4305	\$ 22.9913	\$ 23.5660	\$ 24.1552	\$ 24.7591	\$ 25.3781	\$ 26.0125
10	AUTISM PROGRAM COORDINATOR CONSUMER SERVICES COORDINATOR ACCOUNTING SPECIALIST, SENIOR	Hourly	\$ 18.8784	\$ 19.3515	\$ 19.8246	\$ 20.3208	\$ 20.8170	\$ 21.3363	\$ 21.8555	\$ 22.4036	\$ 22.9460	\$ 23.5172	\$ 24.0942	\$ 24.6942	\$ 25.3116	\$ 25.9462	\$ 26.5924	\$ 27.2559
11	COMMUNITY LIVING SPECIALIST COMMUNITY OUTREACH SPECIALIST COMMUNITY SERVICES SPECIALIST CPP SPECIALIST FEDERAL REVENUES SPECIALIST INTAKE SPECIALIST RESOURCE DEVELOPER RISK ASSESSMENT SPECIALIST ACCOUNTANT, JUNIOR EMPLOYMENT SPECIALIST JUDICIAL/FORENSICS SPECIALIST PLACEMENT SPECIALIST PUBLIC INFO SPECIALIST TRAINING SPECIALIST RESOURCE DEV SPECIALIST SC FLOATER SPECIALIST SC OFFICER OF THE DAY SPECIALIST SC SELF DETERMINATION SPECIALIST	Hourly			\$ 20.8920	\$ 21.4170	\$ 21.9363	\$ 22.4844	\$ 23.0325	\$ 23.6095	\$ 24.1865	\$ 24.7923	\$ 25.3981	\$ 26.0328	\$ 26.6847	\$ 27.3540	\$ 28.0406	\$ 28.7445
11.5	ACCOUNTANT	Hourly			\$ 24.0300	\$ 24.6308	\$ 25.2465	\$ 25.8777	\$ 26.5246	\$ 27.1877	\$ 27.8674	\$ 28.5641	\$ 29.2782	\$ 30.0102	\$ 30.7604	\$ 31.5294	\$ 32.3177	\$ 33.1256
12	AUTISM PROGRAM CLINICAL SPECL BEHAVIORAL CONSULTANT\ NURSING CONSULTANT	Hourly			\$ 27.4117	\$ 28.0983	\$ 28.7849	\$ 29.5061	\$ 30.2216	\$ 30.9774	\$ 31.7332	\$ 32.5294	\$ 33.3199	\$ 34.1507	\$ 35.0046	\$ 35.8816	\$ 36.7759	\$ 37.6933
13	PSYCHOLOGIST	Hourly			\$ 34.1969	\$ 35.0508	\$ 35.9047	\$ 36.8048	\$ 37.6991	\$ 38.6395	\$ 39.5857	\$ 40.5781	\$ 41.5647	\$ 42.6033	\$ 43.6707	\$ 44.7611	\$ 45.8805	\$ 47.0286

**LETTER OF AGREEMENT**

**BETWEEN**

**NORTH LOS ANGELES COUNTY REGIONAL CENTER**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 721, CtW, CLC**



This Letter of Agreement of July 8, 2016 ("July 8, 2016 Letter of Agreement") sets forth certain terms and understandings between North Los Angeles County Regional Center ("NLACRC"), on the one hand, and Service Employees International Union, Local 721, Ctw, CLC ("Union"), and its members employed by NLACRC referred to as "Bargaining Unit Employees," on the other hand.

## **I. Background**

ABX2-1 was a law passed by the California Legislature and approved by the Governor of California on March 1, 2016, regarding the provision of additional state funding to regional centers that is separate and apart from what regional centers receive pursuant to the current Core Staffing Formula. Some funding pursuant to ABX2-1 is administered to the regional centers by the California Department of Developmental Services ("DDS").

ABX2-1, Section 3(c), states in pertinent part: "Beginning July 1, 2016, and to the extent funds are appropriated in the annual Budget Act for this purpose, the department shall allocate thirty-one million one hundred thousand dollars (\$31,100,000), plus any associated matching funds, to provide a salary increase, benefit increase, or both, excluding unfunded retirement liabilities, for regional center operations. Of this amount, twenty-nine million seven hundred thousand dollars (\$29,700,000) shall be used for salary, benefit increases, or both, for regional center staff, and shall not supplant funding currently scheduled to be used for this purpose. These funds shall not be used to provide salary or benefit increases to regional center executive staff or for unfunded retirement liabilities. The remaining one million four hundred thousand dollars (\$1,400,000) shall be used for an increase for administrative costs, consistent with those specified in subdivision (b) of Section 4629.7, for both regional centers and clients' rights advocates contracts pursuant to subdivision (b) of Section 4433." Funding provided pursuant to ABX2-1, Section 3(c) is hereinafter referred to as "Section 3."

Insofar as the Section 3 funding concerns mandatory subjects of bargaining, most notably salaries and benefits, NLACRC and the Union bargained to reach agreement on how to distribute the Section 3 funding.

## **II. Purpose**

The purpose of this July 8, 2016 Letter of Agreement is to set forth the agreement NLACRC and the Union reached with respect to the distribution of Section 3 funding that NLACRC has received for Fiscal Year 2016-2017 and may receive in future fiscal years. The intent of the "Add On" Formula and Surplus Formula, defined herein, is to set forth a clear, objective, and self-executing approach to distributing Section 3 funding in Fiscal Year 2016-2017 and in any future fiscal year for which NLACRC receives Section 3 funding.

## **III. Relation to the CBA**

The July 8, 2016 Letter of Agreement shall confer obligations independent of the applicable collective bargaining agreement between NLACRC and the Union, effective March 1, 2015 to February 28, 2019 ("CBA").

#### **IV. The Formulas Applicable to Section 3 Funding**

##### **A. Contingencies and Restrictions Associated with the "Add On" Formula and the Surplus Formula**

1. Application of the "Add On" Formula and the Surplus Formula is expressly contingent upon receipt of Section 3 funding. If NLACRC receives Section 3 funding for a fiscal year, then the "Add On" Formula, and the Surplus Formula if applicable, shall be applied in the fiscal year for which the funding is received. If NLACRC does not receive Section 3 funding for a fiscal year, then the "Add On" Formula shall not be applied in that fiscal year or until such Section 3 funding is again received.
2. The "Add On" Formula and the Surplus Formula shall, in accordance with ABX2-1, exclude the following Executives: Executive Director, Deputy Director, Chief Financial Officer, and the Human Resources Director as beneficiaries. All other NLACRC employees shall be beneficiaries under both the "Add On" Formula and the Surplus Formula, hereinafter "Eligible Employee(s)."
3. The "Add On" Formula calculation shall be deemed a percentage "add on" and serve as a temporary overlay to the salary schedules set forth in the CBA. The "add on" shall be denoted as a separate line item on an Eligible Employee's pay stubs.
4. The Surplus Formula calculation shall be deemed a one-time "lump sum" payment that is independent of the salary schedules set forth in the CBA. The "lump sum" shall be an additional, separate line item on an Eligible Employee's pertinent paystub.
5. For Fiscal Year 2016-2017, for Eligible Employees employed by NLACRC as of the Effective Date of this July 8, 2016 Letter of Agreement (defined in Section IX), the "add on" shall be effective on the first day of the fiscal year for which NLACRC receives Section 3 funding, except that for an Eligible Employee hired by NLACRC after the first day of the fiscal year for which NLACRC receives Section 3 the effective date of the "add on" shall be his/her date of hire.
6. Except as set forth below, in all future fiscal years in which NLACRC receives Section 3 funding, the effective date of the "add on" shall be no later than the first day of the first pay period that is thirty (30) calendar days from the date NLACRC receives the Notice of Final Budget (defined in Section V) from DDS. Prior thereto, the "add on" from the preceding fiscal year, if any, shall remain in effect. The costs associated with maintaining the preceding fiscal year's "add on," if any, in the upcoming fiscal year shall be offset against the Section 3 funding available to NLACRC in that upcoming fiscal year on a prospective basis. In all future fiscal years, for an Eligible Employee hired by NLACRC after the first day of the first pay period that is thirty (30) calendar days from the date NLACRC receives



the Notice of Final Budget, the effective date of the "add on" for any newly hired Eligible Employee shall be his/her date of hire.

7. Except as set forth in Section IV.A.9 of this July 8, 2016 Letter of Agreement, the "add on" shall be included in calculating an Eligible Employee's regular rate of pay for calculating wages earned and the pay for use of benefits to which an Eligible Employee is entitled and eligible, as provided by law and/or provided by the CBA.
8. The "add on" shall appear as a temporary overlay to each step in the salary schedules set forth in the CBA. As an Eligible Employee advances from step to step in the ordinary course, his/her salary shall include the higher base pay on the salary scale, plus the temporary "add on" in the fiscal year for which NLACRC receives Section 3 funding.
9. The "add on" shall be specifically excluded in determining an Eligible Employee's pay when NLACRC, in its discretion, offers employees the opportunity to sell back accrued, but unused vacation, pursuant to Article 29.3 of the CBA; when calculating transitional lump sum payments due and owing pursuant to Article 34.1.C and Appendix C of the CBA; when calculating the amount of vacation due and owing to an Eligible Employee at the time of termination of employment, pursuant to Articles 29.6 and 34.6 of the CBA; and when calculating the amount of sick time due and owing to an Eligible Employee at the time of termination of employment, pursuant to Articles 30.4 and 34.6 of the CBA.
10. Any surplus shall be excluded in determining an Eligible Employee's regular rate of pay for calculating wages earned and pay for all other purposes.

**B. The "Add On" Formula**

Subject to and without waiver of the contingencies and restrictions in Section IV.A of this July 8, 2016 Letter of Agreement, the "Add On" Formula is the following:

$$X = C / (A+B)$$

**Definition of Variables/Terms Relative to the "Add On" Formula**

<b>Variable/Term</b>	<b>Definition</b>
A	Projected Total Wages, without the "add on," for Eligible Employees in the fiscal year for which NLACRC receives Section 3 funding.
B	Projected Salary-Related Expenses in the fiscal year for which NLACRC receives Section 3 funding.
C	Total Section 3 funding that DDS allocated to NLACRC for salaries and benefits (excluding the amount DDS

	allocated to NLACRC for administrative costs) in the fiscal year for which NLACRC receives Section 3 funding, pursuant to the Notice of Final Budget.
X	The temporary "add on" as a percentage of Projected Total Wages to all Eligible Employees in the fiscal year for which NLACRC receives Section 3 funding.
Projected Total Wages	The projected total earned base wages for Eligible Employees, based upon the total number of projected positions to be filled by Eligible Employees. Projected Total Wages also includes projected turnover and projected start dates of newly hired Eligible Employees.
Projected Salary-Related Expenses	The projected expenses associated with employing an employee on NLACRC's payroll, including taxes, insurance, and the costs associated with maintaining retirement and other employment benefits offered to employees. Projected Salary-Related Expenses vary annually and shall be based on projected expenses and Projected Total Wages until actual salary-related expenses are available and ascertainable.

### C. The Surplus Formula

Subject to and without waiver of the contingencies and restrictions in Section IV.A of this July 8, 2016 Letter of Agreement, and in any fiscal year for which NLACRC receives Section 3 funding and the continued application of the "Add On" Formula may result in a surplus by the close of that fiscal year, the "Surplus Formula" is the following:

$$Y = D / E$$

#### Definition of Variables Relative to the Surplus Formula

Variable	Definition
D	The total amount of the Section 3 surplus as of June 15, i.e. 15 calendar days prior to the end of the fiscal year for which NLACRC received Section 3 funding.
E	The number of Eligible Employees as of June 15, i.e. 15 calendar days prior to the end of the fiscal year for which NLACRC received Section 3 funding.
Y	The one-time "lump sum" payment amount for each Eligible Employee employed as of June 15. The "lump sum" payment shall be paid with the paycheck that compensates the wages due and owing as of June 30.

## **V. Furnishing Information**

On an annual basis, NLACRC shall provide the Union with the following information:

1. The final notice from DDS that sets forth NLACRC's final, approved budget for the upcoming fiscal year, including DDS's final determination of NLACRC's allocation of Section 3 funding for the upcoming fiscal year, if any ("Notice of Final Budget").
2. If NLACRC will be receiving Section 3 funding in the upcoming fiscal year, the projected total number of authorized positions to be filled by Eligible Employees in that fiscal year.
3. If NLACRC will be receiving Section 3 funding in the upcoming fiscal year, the Projected Total Wages in that fiscal year.
4. If NLACRC will be receiving Section 3 funding in the upcoming fiscal year, the Projected Salary-Related Expenses in that fiscal year.
5. If NLACRC will be receiving Section 3 funding in the upcoming fiscal year, and if a surplus is anticipated towards the conclusion of that fiscal year, the total amount of the surplus as of June 15 of that fiscal year, i.e. 15 calendar days prior to the end of the fiscal year for which NLACRC received Section 3 funding.
6. If NLACRC will be receiving Section 3 funding in the upcoming fiscal year, and if a surplus is anticipated towards the conclusion of that fiscal year, the total number of Eligible Employees as of June 15 of that fiscal year, i.e. 15 calendar days prior to the end of the fiscal year for which NLACRC received Section 3 funding.

## **VI. Consultation**

While NLACRC and the Union acknowledge that the July 8, 2016 Letter of Agreement, and in particular Section IV of the July 8, 2016 Letter of Agreement, was reached by joint agreement and is the product of good-faith negotiations, in any fiscal year for which NLACRC receives Section 3 funding, NLACRC Designees shall Consult with Union Designees, as follows:

1. The "Add On" Formula.
  - a. Within seven (7) calendar days of NLACRC's receipt of the Notice of Final Budget from DDS, NLACRC shall contact the NLACRC Chapter President for Local 721 of the Union to schedule a Consultation regarding the "add on," to be calculated by NLACRC pursuant to the "Add On" Formula. Until the completion of this Consultation, the parties agree not to disseminate official communication to Eligible Employees in the Bargaining Unit in regards to the specific "add on" percentage. Upon the completion of the Consultation, NLACRC and the Union shall jointly prepare an official communication, which

shall be disseminated only to Eligible Employees in the Bargaining Unit, in regards to only the specific "add on" percentage for the upcoming fiscal year.

**2. The Surplus Formula**

- a. By June 1 of each fiscal year for which NLACRC receives Section 3 funding, NLACRC shall contact the NLACRC Chapter President for Local 721 of the Union to schedule a Consultation regarding whether NLACRC anticipates a surplus by the end of that fiscal year and, if a surplus is anticipated, regarding the one-time, "lump sum," to be calculated by NLACRC pursuant to the Surplus Formula. Until the completion of this Consultation, the parties agree not to disseminate official communication to Eligible Employees in the Bargaining Unit in regards to the specific amount of the one-time, "lump sum" payment, if any. Upon the completion of the Consultation, NLACRC and the Union shall jointly prepare an official communication, which shall be disseminated only to the Eligible Employees in the Bargaining Unit, in regards to only the specific amount of the one-time, "lump sum" payment or the lack thereof in the current fiscal year

**Definition of Terms Related to the Consultation in Section VI of this Letter of Agreement**

<b>Term</b>	<b>Definition</b>
NLACRC Designees	A maximum of four people, which may include outside counsel and representatives of NLACRC management.
Union Designees	A maximum of four people, which may include outside Union representatives and Bargaining Unit Employees.
Consultation or Consult	"Consultation" or "Consult" shall not confer an obligation upon NLACRC to bargain with the Union in regards to allocating Section 3 funding in any future fiscal year for which NLACRC receives Section 3 funding. Rather, the "Consultation" or "Consult" shall constitute a joint review by the parties of the data and projections relevant to the "Add On" Formula, and the Surplus Formula, if applicable. NLACRC will thereafter implement the temporary "add on" or distribute the surplus.

**VII. Fiscal Year 2016-2017**

On April 14, 2016, DDS provided its Section 3 funding allocations to all regional centers for Fiscal Year 2016-2017. DDS allocated to NLACRC \$3,123,136 for salary and/or benefits. The Union acknowledges and agrees that NLACRC has satisfied its information and Consultation requirements set forth in Sections V and VI of this July 8, 2016 Letter of Agreement. By operation of the "Add On" Formula, for Fiscal Year 2016-2017, each Eligible Employee shall earn an 11.44% "add on" enhancement to his/her base salary.

**VIII. Savings Clause**

In the event that a provision of this July 8, 2016 Letter of Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by the State of California or federal statute, all other provisions of this July 8, 2016 Letter of Agreement shall remain in full force and effect.

**IX. Effective Date**

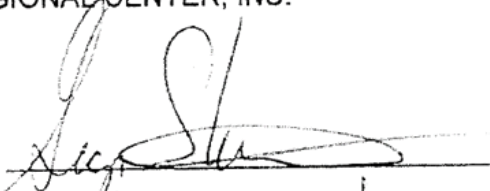
This July 8, 2016 Letter of Agreement shall become effective upon the signatures of the parties to this July 8, 2016 Letter of Agreement ("Effective Date").

This July 8, 2016 Letter of Agreement shall remain in full force and effect until mutual consent is obtained by both the Executive Director of NLACRC and the President of the Union to modify or terminate same.

NORTH LOS ANGELES COUNTY  
REGIONAL CENTER, INC.

By


Its

  
Executive Director  
July 7, 2016

SERVICE EMPLOYEES  
INTERNATIONAL  
UNION, LOCAL 721, CtW, CLC

By

Its

 7/8/16  
Marissa L. Leampor 7/8/16  
Nata Geller 7/8/16  
Avery McKeon 7/8/16  
7/8/2016  
Mani 7/8/2016

**AGREEMENT**  
**BETWEEN**  
**NORTH LOS ANGELES COUNTY REGIONAL CENTER**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION,**  
**LOCAL 721, CtW, CLC**  
**February 17, 2023 – February 16, 2028**



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## **AGREEMENT**

This Agreement is made this seventeenth day of February 2023, by and between Service Employees International Union Local 721, CtW, CLC (Union) and the North Los Angeles County Regional Center, Inc. (Employer).

### **ARTICLE 1. Recognition**

Pursuant to the Certification of Representation issued by the National Labor Relations Board, January 23, 1995, in Case No. 31-RC-7252, the Employer recognizes the Union as the exclusive collective bargaining representative of the Employer's employees in the following bargaining unit:

INCLUDED: All professional employees, including but not limited to all Accountants; Accountant Juniors; Accounting Specialists; Accounting Specialist Seniors; Autism Program Clinical Specialists; Autism Program Coordinator Specialists; Behavioral Consultants; Community Living Specialists; Community Services Specialists; Consumer Advocates; Contract and Compliance Specialists; Resource Developer; CPP Specialists; Data Entry Operators; Employment Services Specialists; Family Advocates; Federal Revenues Specialists; Intake Associates; Intake Specialists; Judicial/Forensics Specialists; Nurse Consultants; Office Assistant I's; Office Assistant II's; Office Assistant III's; Parent Mentor; Placement Specialists; Psychologists; Public Information Specialists; Resource Development Specialists; Risk Assessment Specialists; Service Coordinators; Service Coordinator Floater Specialists; Service Coordinator Officer of the Day Specialists; Service Coordinator Self Determination Specialists; Transfer Coordinators; and Vendor Coordinators employed by the Employer.

EXCLUDED: All managerial employees, confidential employees, independent contractors, guards and supervisors as defined in the Act.

### **ARTICLE 2. Non-Discrimination**

- 2.1 Neither the Employer nor the Union shall unlawfully discriminate against any employee on account of race, color, religion, ancestry, national origin, age (over 40 years), sex, gender, marital status, medical conditions, physical or mental disability, sexual orientation, or pregnancy, childbirth, or related conditions or any other characteristic protected by law.
- 2.2 Neither the Employer, the Union, nor employees shall coerce, intimidate, or otherwise discriminate against any employee based upon the employee's actions in choosing to join or in refusing to join the Union, or the employee's union beliefs or activities or lack thereof.
- 2.3 The Employer is committed to providing a non-hostile work environment that is free of unlawful discrimination and unlawful harassment, including sexual harassment, including verbal, physical, and visual harassment, requests for sexual favors or creation of a hostile sexual environment by language, photographs, jokes or other actions.
- 2.4 The Union and each respective employee desiring to bring a claim of discrimination must either bring that claim: (1) by arbitration under this Collective Bargaining Agreement, or

(2) by the filing of a civil lawsuit in state or federal court, but not by both. The Union and each employee agree not to pursue the same claim of discrimination twice, i.e. not both by arbitration and by civil lawsuit. An employee who challenges a discharge claiming the lack of just cause, but not making any claim of discrimination, may later bring a lawsuit for discrimination.

2.5 If an employee observes behavior by another employee or a supervisor that involves excessive profanity or abusive behavior, the employee may report it to Human Resources but such a matter may not be grieved. The parties are committed to preserving a healthy working environment and the Employer shall respond to any concerns that are expressed by employees or supervisors.

### **ARTICLE 3. Benefits Dependent Upon Continued State Funding**

The Employer is obligated to fund the economic portions of this agreement only so long as it receives sufficient funding from the State of California to do so.

Should the State of California, through whatever means, reduce the amount of funds available to the Employer such that in the judgment of the Employer's Board of Trustees the Employer cannot fully fund the economic provisions of the Agreement, the Employer may, after giving written notice to the Union, make temporary modifications to the Agreement and the parties shall immediately thereafter meet and negotiate regarding permanent economic modifications to this Agreement. Should the Employer make temporary modifications under this Article, the provisions of Article 17 — No Work Stoppages shall be suspended and of no effect unless and until an agreement regarding permanent modifications is reached.

### **ARTICLE 4. Past Practice Not Binding**

No past practice or custom which develops or has developed shall prohibit either the Union or the Employer from enforcing all the terms and conditions of this Agreement, nor shall either party be stopped from altering any past practice to bring such practice into compliance with this Agreement.

At such time as a policy or practice is reduced to a writing, a copy shall be given to the employee.

Further, should the Employer establish written Performance Standards for employees, the Employer shall give employees and the Union notice of these standards and an opportunity to meet and confer prior to implementation.

### **ARTICLE 5. Union Security**

#### **5.1 Union Membership**

Each employee covered by this Agreement hired before May 1, 1996, who is not a member of the Union on the effective date of the Agreement shall have the right to become a member and the right not to become a member of the Union; provided that all employees who are members at the effective date of this Agreement or who thereafter voluntarily choose to become a member must maintain that membership as a condition of employment,

to the extent of paying the periodic dues and initiation fee uniformly required for membership.

Each employee covered by this Agreement hired after May 1, 1996, shall, within thirty-one (31) days after such employee's date of hire, become a member of this Union as a condition of continued employment to the extent of tendering the periodic dues and initiation fee uniformly required for membership, and shall remain a member as a condition of continued employment for the term of this Agreement.

- A. During the period of April 20–27 of each year of this Agreement, any employee required to remain a member of the Union under Subsections (a) and (b) of this Section 5.1 may opt out of paying any dues or fees and opt out of being a member by sending the Union a certified letter confirming the decision to opt out, with a copy to the Employer and any notice filed by certified mail sent or received during the seven (7) business day period will be valid.
- B. Membership in good standing in the Union shall consist of tendering the periodic dues and initiation fee uniformly required for membership.

#### 5.2 Discharge For Violation of 5.1

The Employer shall, during the term of this Agreement, discharge any employee who fails to comply with Section 5.1 of this Article after being given fifteen (15) days' notice by certified mail from the Union to the employee, with a copy to the Employer. Said notice shall specify the basis upon which such default is claimed by the Union.

#### 5.3 Checkoff

The Employer shall, during the term of this Agreement, deduct from the pay of each Union member and promptly remit to the Union an amount equal to the employee's initiation fee and dues; provided, however, that the employee has given the Employer a written assignment authorizing such deduction and remittance on the authorization form developed and provided by the Union to the Employer.

#### 5.4 Indemnification

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, or other liabilities, including the Employer's reasonable attorney fees, that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

#### 5.5 Notification

Within thirty (30) days after the execution date of this Agreement, the Employer shall provide the Union with a list of all employees who are subject to the provisions of this Agreement, giving the names, addresses, classifications, dates of hire, work location, anniversary dates and rates of pay.

On or before the fifteenth (15th) day of each month the Employer will forward to the Union the name, classification, date of hire, work location, and home address of any bargaining unit employee hired during the previous month and the name and termination date of any employee who resigned, retired, or was terminated during the previous month.

At the time of employment the Employer will make available a copy of this Agreement. When technologically feasible, the Employer may provide an on-line copy of this Agreement in place of paper copies.

#### 5.6 Religious Exemption

An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join the Union or financially support the Union as a condition of employment. In lieu of tendering to the Union an amount equal to the periodic dues and initiation fee uniformly required for membership, such an employee shall, within the time period set forth above in Section 5.1, Union Membership, of this Agreement, commence tendering such amount to one of the non-religious charitable funds listed below, as a condition of continued employment:

United Way	AIDS Project LA
Red Cross	United Negro College Fund
Disaster Relief Fund	MS Foundation
NLACRC Help Fund	American Cancer Society

The Employer shall deduct such amounts and remit them to the charitable fund designated by such employee in the same manner as set forth above.

An employee who defaults under this section shall be subject to discharge in the same manner as set forth above in Section 5.2, of this Article.

### **ARTICLE 6. Management Rights**

The Employer retains solely, and exclusively, all the rights, powers, and authority that it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by an express provision of this Agreement. Without limiting the foregoing, the rights, powers, and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following:

- A. The determination or modification of the Employer's goals and objectives, including the determination or modification of the nature and scope of services to be provided, work to be performed, or the size, number, location and functions of the Employer's organizational units or other activities.
- B. The implementation of technological change, the specification, acquisition and use of equipment or other materials, including program materials.

- C. The right to establish and determine methods of operation and procedures, including the scheduling and changing of working hours, shifts and days off.
- D. The lay-off of employees.
- E. Direction of the workforce, including the right to determine job classifications, work standards, workloads, assignments, schedules of operation, to require overtime, and to assign work.
- F. The utilization and assignment of volunteers to assist the regular staff.
- G. The utilization, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement and are not eligible for any benefits.
- H. The contracting work for economic or operational reasons, including but not limited to the contracting with consultants and specialists, provided that the contracting of work done by bargaining unit employees is done only after holding a meet and confer session with the Union.
- I. The determination of employee qualifications.
- J. The right to select, hire, schedule, transfer, promote, demote, evaluate, discipline, suspend and terminate its employees, and maintain the discipline and efficiency of its employees.
- K. The right to determine and reward meritorious performance.
- L. The right to establish, adopt, change, combine, abolish and enforce reasonable personnel policies and rules and regulations pertaining to the safety, conduct and department of employees and penalties for violation thereof.
- M. The right to manage, direct and maintain the efficiency of its business and personnel; and to manage and control its departments, buildings, facilities and operations.
- N. The right to establish, adopt, create, change, combine, or abolish jobs, job descriptions, committees, travel policies, and facilities, in whole or in part.
- O. The right to increase or decrease the work force and determine the job classifications and number of employees needed.
- P. The right to determine the location and relocation of facilities.
- Q. The right to modify or eliminate any past employment practices.
- R. The right to determine employee benefit and service providers after holding a meet and confer session with the Union.

- S. The right to assign cases to another Regional Center when the client resides outside the Employer's service area.
- T. The right to access company computers, inspect, monitor and have access to electronic mail, company phone calls, voice mail messages and video conferencing. We have the right to record and/or listen to all company phone calls including video conferencing.

**ARTICLE 7. Hiring and Selection**

A. Vacancies

Notice of all regular full-time and part-time vacancies shall be posted online for at least five (5) working days before an offer is made to an applicant, and the Employer shall send an email to all employees announcing the posting on the same day as the posting. Candidates must follow the instructions on the vacancy announcements, and apply by the posted closing dates. The Employer will consider all qualifications and attributes of the applicant, including but not limited to the actual knowledge and skill level required to perform the functions of the position.

B. New Employees

New employees shall be compensated at the first step in their pay grades, unless the Employer determines that advanced or specialized education, level of experience, possession of highly developed technical skills, demonstrated achievements, or labor market competitiveness makes advanced placement necessary. Advance placement recommendations require approval of the Chief Human Resources Officer or designee.

C. Out of Classification Work

1. The Employer may require a bargaining unit employee temporarily to assume the duties of a higher classification for five (5) working days or fewer without an increase in pay whenever necessary for vacation, sick leave, or leave of absence relief, or for emergency. An employee selected by the employer may choose not to accept such assignment; provided, however, that if no qualified employee accepts the assignment, the Employer may require the bargaining unit employee of the Employer's choice to assume such duties.
2. If such relief duty is assigned to an employee for a period in excess of five (5) working days, and if fifty percent (50%) or more of the higher level duties are being performed as measured by the actual duties the incumbent employee performs and the content of any job description for that position, the Employer shall, starting with the first (1st) working day of such relief, pay the employee in an amount at least five percent (5%) higher than the employee's normal rate of pay, such rate to be determined by the Employer in its sole discretion. If an employee is assigned temporarily to the duties



of a lower classification, they will continue to receive their regular rate of pay. The advance approval of the Executive Director or designee, through the Chief Human Resources Officer or designee is required for assignments in excess of five (5) working days where a pay increase is involved.

3. Any employee accepting such relief duty in a supervisory or non-bargaining unit assignment shall remain within the bargaining unit. The duties of such a temporary supervisory assignment shall not include evaluating or disciplining employees within the bargaining unit; provided, however, that the temporary supervisor shall maintain appropriate documentation and communicate to management this information as it occurs.
4. Such a temporary relief assignment to a higher classification shall not exceed 90 days in duration except when the relief involves replacing an employee who is on an approved leave of absence permissible under this Agreement required by law or deemed business essential.

D. Service Date

The employee's initial service date shall be the hire date in a regular part time or full time classification, including all CCSB service and all service with the other regional centers. The service date is used to determine NLACRC seniority, salary placement, and benefit accrual rates.

The Service Date will change by a month when an employee is on a leave of absence in which more than 50% of the month is unpaid, except for employees who are on workers' compensation leaves or unless prohibited by law.

The Service Date for benefit accrual purposes will not change when an employee is transferred or promoted to a new classification.

The seniority date in a classification, for purposes of a layoff under Article 20.1, Layoff or Reduction in Force, will change when an employee is transferred or promoted to a new classification.

E. Relatives

Relatives of current employees, or two employees in a romantic relationship, are eligible for employment as long as no potential for conflict of interest or conflict of supervision exists. Related employees, or employees in a romantic relationship; shall not directly provide supervision to each other. Relatives are defined as an employee's spouse, parents, children, siblings, in-laws, designated partner, and step-relatives. If two employees become related, or become involved in a romantic relationship; such employees may be subject to reassignment. If two employees become related, or become involved in a romantic relationship, such a decision will be made within 30 days of the event. If no comparable position is available, the two employees shall decide which employee shall be laid off under the layoff and recall provisions of this Agreement.

F. Lateral Transfers

A Lateral Transfer is a transfer to a position within the same salary grade. Current employees may request a lateral transfer to an open position. Transfer requests must be made in writing. Transfer candidates must have completed initial probation, and must meet the minimum qualifications for the position and demonstrated satisfactory performance in their position. Should the Employer deem the job performance not to be satisfactory, the Employer shall provide the employee with a writing that explains the reasons why the performance has not been satisfactory. If two or more employees request a transfer to the same position, the Employer may select the applicant most qualified to meet the needs of the Consumers; provided that if the qualifications are equal, the most senior employee shall be selected. The Employer may of course transfer employees to different positions or different offices as needed for business purposes as per Article 6, Management Rights, Section J.

G. Promotion

A promotion is a transfer to a position with a higher salary grade. Current employees may request a promotion to an open position for which the employee meets the minimum qualifications and has demonstrated satisfactory performance in their current position. A single “needs improvement” rating in a performance evaluation shall not necessarily disqualify an employee from being considered for a promotion. Should the Employer deem the job performance not to be satisfactory, the Employer shall provide the employee with a writing that explains the reasons why the performance has not been satisfactory. Promotion requests must be in writing. If two or more employees apply for a promotion, the Employer may select the applicant most qualified to meet the needs of the Consumers; provided that if the qualifications are equal, the most senior employee shall be selected.

H. Re-Employment After Resignation

Employees applying for work in the same or similar classifications formerly occupied within one year of voluntary resignation shall be declared eligible to apply for employment without further testing. Those employees who have resigned and are outside of these parameters will be required to submit to testing. Those employees reemployed after resignation shall be granted service credit for prior NLACRC service for all purposes of seniority, salary placement, and benefit accrual rates.

**ARTICLE 8. Definition of Employees**

A. Full Time Employee

A full-time employee is defined as one who is regularly scheduled to work forty (40) hours per week.

B. Part-Time Employee

A part-time employee is defined as one who is regularly scheduled to work less than forty (40) hours per week.

C. No Guaranteed Work Week

No employee shall be guaranteed any specific number of hours of work per week.

D. Intermittent, Temporary, and Casual Employees

Intermittent, temporary, and casual employees are defined as those who work on a temporary and irregular basis. Employees in this category shall not be subject to the provisions of this Agreement, except if such an employee is held over more than one hundred and eighty (180) days, unless replacing an employee who is on leave, the employee shall become a full-time or part-time employee and will complete the remainder of the Probationary Period. The Employer shall not utilize this section to avoid the posting requirement as defined elsewhere in this Agreement.

E. Probationary Employees

1. Length of Probationary Period

The probationary period for newly hired employees shall be one hundred eighty (180) calendar days, excluding any time on unpaid leave of any type. Employees who are promoted into a higher level classification shall also serve a probationary period of ninety (90) calendar days. The initial probationary period shall not be extended.

**ARTICLE 9. Personnel Files**

9.1 Content and Inspection of Personnel Files

All official records of the employee's personnel history shall be maintained in the Human Resources Department. No disciplinary or performance documents shall be placed in the employee's official personnel file after the date of employment without a copy being given to the employee prior to being placed into the file. Materials used in any disciplinary action involving the employee or affecting the employee's employment status shall be placed in the employee's official Human Resources Personnel File.

Upon reasonable notice, not to exceed thirty (30) calendar days, each employee has the right to inspect the employee's own official personnel file at reasonable intervals during normal business hours, accompanied by a Union representative, if the employee desires. A Human Resources representative shall be present during file inspection. If an employee believes that material has been placed into the employee's file without the employee receiving a copy, upon request, the employee shall be given a copy. All provisions of Article 9, Personnel Files, are subject to the grievance procedure. Copies of materials and documents contained in the file shall be provided to the employee upon request.

Material relating to performance or discipline shall be signed by a person who has knowledge of the facts and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that such signature merely signifies reading the material and does not indicate agreement with its contents. If the employee declines to sign the material relating to performance or discipline, the supervisor shall so note and place the date declined on the document.

Employees have the right to answer any material filed and this answer shall be attached to the file copy. Such material shall not be used exclusive of this answer.

Material will be removed or otherwise deleted from an employee's personnel file if the employee and Employer agree that such material is incorrect or if such material is determined to be incorrect as a result of the grievance procedure.

Information of a positive nature received by the Employer pertaining to the performance of an employee shall be placed into the employee's personnel file at the employee's request. The employee shall be advised of any such material received.

No anonymous material may be included in the File of any employee.

## 9.2 Release of Confidential Information

Only the employee's name, dates of employment, and job title shall be released or verified to outside inquiries unless the employee files a written request for additional disclosure along with a waiver and release. All other personnel information is confidential, and may be released by a Human Resources representative upon written approval and a written waiver and release provided by the employee or upon a Court Order.

## **ARTICLE 10. Advance Approval for Overtime**

An employee may not work overtime without the advance approval of their immediate supervisor, unless circumstances beyond the employee's control require such overtime and the acquisition of advance approval is not possible. When such a circumstance requires unapproved overtime the employee shall, on the next scheduled working day, inform their immediate supervisor in writing of:

1. the amount of the overtime worked; and
2. the nature of the circumstance beyond the employee's control.

## **ARTICLE 11. Timekeeping**

Employees shall maintain accurate records of time worked and record that time correctly on a daily basis or no later than the following office or remote work day, on the Employer's electronic payroll system. Managers and approved designees shall be responsible for verifying the accuracy of employee time sheets. Non-approved employees shall not enter information on another employee's time sheet.

**ARTICLE 12.           Notice of Absence**

Employees shall notify their immediate supervisor, or their supervisor’s designee, regarding any absence, exceptional tardiness, or sickness, within the first thirty minutes of the Employee’s work schedule, absent emergency. If the Supervisor or designee is not available, such notice may be left on the Supervisor’s voice mail. If the Supervisor’s voice mail is full, such notice may be left on the designee’s voice mail. If none of the options above are possible, such notice may be left with the receptionist or Office Assistant II, who provides receptionist coverage. The Employer may ask for medical verification by a physician, physician’s assistant, or nurse practitioner for an absence of four (4) consecutive workdays or more arising from illness or injury, and where appropriate, a release to return to work. An absent employee must meet this requirement to call in on each day of the absence unless the absence has been approved for a finite period.

**ARTICLE 13.           On Call and Call-Back**

13.1   On Call

The Employer shall select Service Coordinators from a voluntary pool on a rotating basis to provide on-call coverage. Should no volunteer be available the Employer shall select from a rotating pool of all Service Coordinators to provide on-call coverage. Only Service Coordinators who have passed the probationary period shall be eligible for such duty. The Employee shall be on call for a seven (7) day period, and shall receive a daily compensation of \$29.00 per day or \$36.00 per day, if the scheduled week includes any employer paid holiday or holidays (excluding personal holidays), for such duty.

In addition to such daily compensation, if an employee is required to perform any work during an on call week, the employee shall record those hours, and the Employer will compensate them for the actual time worked at the employee’s regular base rate including any applicable overtime. While performing on call duties an employee may not schedule a full day of vacation, sabbatical or personal days off during this seven- day period. In the event an employee must take a partial day of unscheduled/scheduled benefit time during the week they are performing after hours on call, the employee must verify the ability to perform this function with their supervisor and the on-call supervisor before close of business on the day in which the after-hours on call is performed. Usage of partial day increments of scheduled/unscheduled benefit time during the week an employee is performing after- hours on-call will be approved based upon the compliance with the above requirement.

13.2   Call-Back

The Employer may require that employees work beyond their normal schedules, or when necessary to provide emergency services, return to work after completion of their normal schedules. All extended schedules shall be compensated according to law and this Agreement. Employees called back for such duty shall receive compensation equivalent to a minimum of two (2) hours or the actual time worked, whichever is greater, at the appropriate overtime rate, if applicable.

**ARTICLE 14. Rest and Meal Periods**

Employees shall be entitled to one (1) break of fifteen minutes in the morning and one such break in the afternoon; these breaks cannot be combined with each other or the meal period. Breaks shall be with pay and counted as time worked. Breaks cannot be taken within an hour of the employee's start time or end time. Breaks should be taken approximately mid-way between the employee's start time and lunch break and mid-way between the employee's lunch and end time.

Uninterrupted meal periods of one-half hour or one hour in duration shall not be counted as time worked, provided, however, that if a meal period is interrupted by calls to duty, the meal period shall be counted as time worked. An employee may, after supervisory approval, on a regularly scheduled basis take a one hour lunch period as long as the employee works the regularly scheduled number of work hours. When an employee works more than ten (10) hours in a work day, and works five (5) hours after the first meal period, the employee shall be entitled to a second meal period. An employee may not schedule the morning and afternoon breaks so as to immediately precede or succeed the employee's lunch period, start time or quit time.

**ARTICLE 15. Performance Evaluation**

15.1 Evaluation of Probationary Employees

A newly hired or rehired employee serving a probationary period shall receive at least two performance evaluations, one at the end of three months and one at two weeks before the end of the one hundred and eighty (180) calendar day probationary period. If any probationary employee does not receive one of these performance evaluations as scheduled, they may request one at any time to the direct supervisor that is responsible for their evaluation and an evaluation must be scheduled within thirty (30) calendar days. Additional evaluations may be given at intervals determined by the Employer. Evaluations of probationary employees shall be conducted in the same manner as regular employees. A newly hired employee serving an initial probationary period may be discharged as set forth in Article 18, Discipline and Discharge, Section 3.

15.2 Evaluation of Post-Probationary Employees

A. The work performance of each post-probationary employee shall, to the extent possible, be evaluated by the immediate supervisor prior to the employee's anniversary/review date, in writing. The evaluation will include, but not be limited to, job knowledge, job performance, and interpersonal/professional relations. The employee shall have the opportunity to read and discuss the evaluation with the evaluator, and sign the report, and, absent emergency or extenuating circumstances, be given a copy of the evaluation by the end of the meeting. Such signature does not necessarily imply or indicate agreement with the content of the evaluation. If the employee declines to sign the report, the supervisor shall so note and place the date declined on the Evaluation. The employee also has the right to submit a written response within 23 calendar days of the original or any amended performance evaluation, which shall be attached to the performance appraisal form in the

employee's personnel file. The report shall become a part of the employee's permanent personnel file.

- B. When an "improvement needed" rating is given on any post probationary employee's performance factor, the supervisor's comments accompanying that rating shall contain all of the following:

A clear statement of the nature of the improvement needed and the manner in which the employee is not meeting expectations, including, when appropriate, specific acts or omissions;

Specific recommendations for improvement and how improvement will be measured; and

The steps to be followed in order to correct the deficiencies outlined, with special attention to any training needs.

- C. The evaluation shall be discussed with the employee by the supervisor and a copy will be provided to the employee containing the supervisor's signature and date. If the supervisor changes the rating as a result of the conference or a grievance/arbitration decision, a new evaluation form shall be completed by the supervisor and provided to the employee with a copy of the amended evaluation containing the supervisor's signature and date. However, it is understood that the primary purpose of such evaluations is to be constructive and to help the employee achieve or maintain at least a satisfactory level of performance.
- D. It is also understood that evaluation of an employee's performance should be an ongoing process. While the Evaluation itself shall not be disciplinary, it is understood that warnings, concerns, or expectations identified in an Evaluation may be referred to in later discipline.
- E. If an employee is applying for a new position and has not received an evaluation within the last twelve (12) months, they may request an evaluation from their supervisor and the supervisor must grant one in the next thirty (30) calendar days. If for any reason this request cannot be accommodated within this time frame, the lack of an evaluation will not disqualify the employee from applying for the position and if needed the employee can provide relevant data during the application process.

## **ARTICLE 16. Grievance and Arbitration**

### **16.1 Definition**

A grievance shall be defined as any claim or dispute, including any claim or dispute related to discipline or discharge, by an employee, the Employer, or the Union concerning the interpretation, application, or alleged violation of specific provisions of this Agreement, including but not limited to the No Work Stoppages Section of this Agreement. All

grievances shall be processed in accordance with the grievance procedure set forth in this Article.

## 16.2 Representation

An employee shall be entitled to the presence of a Union staff representative and/or a Union Steward at each step of the grievance procedure. An employee and one (1) Union Steward shall suffer no loss of pay for working time spent in attendance at the Step 1, Step 2, or Step 3 grievance meetings conducted pursuant to this Article.

## 16.3 Contents of Formal Written Grievance

A formal written grievance shall contain a clear statement of the nature of the grievance, including the sections of the Agreement that are allegedly violated, the actions or lack thereof allegedly causing the violation, the date of the alleged violation, the name or names of the person or persons if known or are reasonably accessible whose actions (or lack thereof) allegedly caused the violation, the name of the employee grievant(s), the proposed remedy and the dated signature of the grievant(s) or the Union representative.

## 16.4 Time Limits and Grievance Steps

Should the party making the claim fail to file an appeal of a grievance or request arbitration within the specified time limits herein, the grievance shall automatically be resolved on the basis of the last response. Should the other party fail to schedule a meeting or fail to respond within the specified time limits herein, the grievance may be processed to the next step. Time limits set forth herein may be extended or waived only by mutual written agreement of the parties defined as email, memo, written correspondence, etc. Grievance steps may be waived only by mutual agreement of the parties.

## 16.5 Discipline

- A. Step 1 — Any grievance relating to any discipline including verbal warning, written warning, suspension, or discharge, of an employee whose job classification is covered by this Agreement must be served in writing to the Employer's Human Resources Supervisor within fifteen (15) working days of the employee's receipt of written notice of the disciplinary action.
- B. Step 2 — The Employer's Executive Director or the Chief Human Resources Officer, and the grieving employee and/or a representative of the Union shall meet within ten (10) working days of the service of said grievance for the purpose of discussing and if possible, settling said grievance. The Employer shall give the Employee and Union a written answer to the grievance within ten (10) working days of the conclusion of such meeting.
- C. Step 3 — If the grievance is not resolved at Step 2, then the Union may make a written request for arbitration. Such request shall be served on the other party within ten (10) working days of the conclusion of the procedures set forth in paragraph b of this section.



## 16.6 All Other Grievances

All Union and employee grievances not subject to the section relating to discipline in this Article shall follow the following procedure:

- Step 1. A formal written grievance shall be served on Human Resources within fifteen (15) working days of the date the violation occurred or the date it should have been discovered. A meeting with Human Resources or the Employer's representative shall be scheduled within ten (10) working days of the receipt of said grievance for the purpose of discussing and, if possible, settling said grievance. The Human Resources or Employer's representative at this level shall give a written answer to the grievance to the other party within ten (10) working days of the conclusion of such meeting.
- Step 2. If the grievance is not resolved at Step 1, then the formal written grievance may be served on the Chief Human Resources Officer. Such grievance shall be submitted within five (5) working days of the conclusion of the procedures set forth in paragraph 1 above. A meeting shall be scheduled within ten (10) working days of the receipt of said grievance for the purpose of discussing and, if possible, settling said grievance. The Chief Human Resources Officer shall give a written answer to the grievance to the other party within ten (10) working days of the conclusion of such meeting.
- Step 3. If the grievance is not resolved at Step 2, then the Union may make a written request for arbitration. Such request shall be served on the other party within ten (10) working days of the conclusion of the procedure set forth in Step 2 of this Section.

## 16.7 Arbitration

The following procedure shall apply if a grievance is taken to arbitration:

- A. If the parties are unable to agree on an impartial arbitrator, they shall, within ten (10) working days of mailing the notice of intent to take the grievance to arbitration, jointly submit to the Federal Mediation and Conciliation Service a request for a list of seven (7) arbitrators.
- B. The parties shall communicate within five (5) working days after receipt of said list for the purpose of attempting to select one of the individuals named therein. If they are unable to do so, the parties shall each make alternative strikes from said list, after determining the first strike by lot, and the remaining name shall be that of the arbitrator.
- C. The determination of the Arbitrator shall be final and binding on the parties and on any affected employee covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the date of the arbitration or the filing of briefs, if any, whichever is later.

- D. The arbitrator shall have no authority to: (1) change, add to, subtract from, modify or amend any of the provisions of this Agreement; (2) to base any decision on any past practice or custom which is inconsistent with any provision of this Agreement; or (3) to render an award on any grievance occurring before the effective date, or after the termination date of this Agreement.
- E. All fees and expenses of arbitration, including but not limited to the costs of the room and refreshments, the other party's actual attorney's fees to a maximum of \$1,500 per arbitration, the losing parties own attorney's fees, and the arbitrator's fees, shall be born entirely by the losing party. If each party prevails to some extent, the arbitrator shall designate which party substantially prevails, and the other party shall bear entirely the above described arbitration expenses.
- F. If the parties fail, within 90 days from the date of the written request for arbitration, to schedule an arbitration for a future date, the Grievance shall be deemed abandoned and dismissed. If the failure of the parties to schedule the arbitration is due to the failure of the Employer to respond to requests by the Union to schedule the arbitration, the Grievance shall not be deemed abandoned and dismissed unless a future date for the arbitration is not chosen within ninety (90) days after the Employer responds to such Union requests.

**ARTICLE 17.        No Work Stoppages**

17.1    No Strikes

During the term of this Agreement, neither the Union nor its agents, nor any employees, individually or collectively, shall call, sanction or participate in any strike, work stoppage, sit down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with the movement or transportation of persons or goods to or from the Employer's premises. Picketing on the Employer Premises or during the working time of the picketing employee shall also violate this Article.

The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest. If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section, which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

## 17.2 Discipline

Any employee who participates in any activity prohibited by Section 1 of this Article shall be subject to discharge or such lesser discipline as the Employer, in its sole discretion, shall determine without recourse to the grievance procedure; provided, however, that the employee shall have recourse to the grievance procedure as to the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the Arbitrator.

## 17.3 Remedies for Breach

The Employer and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if this No Work Stoppages provision is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

## 17.4 Lockouts

The Employer agrees that there shall be no lockouts during the term of the Agreement.

# **ARTICLE 18. Discipline and Discharge**

## 18.1 Post-Probationary Employees

A post-probationary employee shall be disciplined or discharged only for just cause. An employee covered by this section shall have the right to appeal any disciplinary action, including discharge, in accordance with the provisions of the grievance and arbitration procedure set forth in this Agreement.

## 18.2 Representation

An employee who has been asked to participate in a disciplinary or investigatory interview which could lead to the discipline of said employee or where the employee reasonably believes the interview could lead to discipline shall be entitled at the employee's request, to the presence of a Union staff representative or a Union Steward at such an interview. The employee and any representative who is also an employee shall suffer no loss of wages. Such interviews shall be scheduled during the employee's regularly scheduled work hours.

## 18.3 New Probationary Employees

A newly hired employee serving their initial probationary period may be discharged at the Employer's discretion and such discharge shall not be subject to the grievance procedure of this Agreement.

#### 18.4 Promotion/Probationary Employees

Any promoted employee serving their ninety (90) day probationary period may be removed from the higher level position at the Employer's discretion, and such removal from the higher level position shall not be subject to the grievance procedure of this Agreement. In the event an employee is removed from the higher level position during the probationary period, the employee shall be returned to their former classification or a substantially comparable position.

#### 18.5 Notice Regarding Performance

- A. Prior to discharge or suspension for poor work performance, the employer shall meet with the employee and provide the employee with a written warning regarding such performance and a reasonable opportunity to improve such performance. The length of the reasonable opportunity shall of course vary based on the nature of the poor work performance. For example, for some issues, such as tardiness, a reasonable opportunity would require the employee to demonstrate immediate improvement, while for some performance problems, like bringing a caseload current, a reasonable opportunity could involve a period of up to 90 days. The employer may immediately discharge an employee in case of performance, actions, or behavior that create a hazard to consumers, fellow employees, or other persons, or in case of dishonesty, gross misconduct, insubordination, theft, or criminal convictions relevant to the job.
- B. Written notice of discharge or suspension shall be provided to the employee.

### **ARTICLE 19. Hours of Work**

#### 19.1 Normal Work Schedules

The normal work week for employees covered by this Agreement shall be a work week of 40 hours based on five (5) days of work at eight (8) hours per day, Monday through Friday. The Employer may require that employees work beyond their normal schedules, or, when necessary to provide emergency services, return to work after completion of their normal schedules; provided that any overtime shall be paid according to this Agreement. The employer retains the right to designate and change daily arrival and departure times.

#### 19.2 Scheduling Options

- A. Employee requests for alternative schedules will be evaluated based on the business needs of the organization, and/or will be considered by work unit, by NLACRC seniority, with consideration for special skills. Hours of work and individual schedules will continue to be set by the Employer.
- B. All employees will be offered the following scheduling options subject to business needs:
- To work a five (5) day, eight (8) hour schedule (5/8).

- To request a 9/80 schedule, consisting of alternating 4-day and 5-day weeks.
- C. Employees will, at the sole discretion of the employer, be offered a Remote/Hybrid work schedule. Remote/Hybrid schedules are subject to change and may be modified at any time based on business needs. For positions where a Remote Hybrid Schedule is authorized, employees will be offered the following scheduling options:
- To work a five (5) day, eight (8) hour schedule (5/8) and request two (2) days of remote work per week.
  - To request a 9/80 schedule, consisting of alternating 4-day and 5-day weeks and request two (2) days of remote work per week.

### 19.3 Remote Hybrid Scheduling Terms

An employee in a position where a Remote Hybrid Schedule is authorized may, at any time following the completion of the first 90 Days of employment or as recommended by management request a Remote Hybrid Schedule. The Employer shall, within ten (10) working days following the receipt of the completed application, either approve the Remote Hybrid Schedule, or provide the employee a written explanation why the Remote Hybrid Schedule was denied. This written explanation shall include recommendations for action to take that will qualify the employee for a Remote Hybrid Schedule.

Employees on a Remote Hybrid Schedule agree to be available during their regularly scheduled business hours while working remotely and to take all applicable meal and rest breaks. Additionally, the employee will be available during scheduled hours for communication through such methods as home/mobile number, business email, Teams, Zoom or any such communication platform.

Employees working remotely agree to comply with all NLACRC policies, procedures and practices as it relates to privacy, information security, HIPAA and confidential information. Work-related documents should be printed from the NLACRC computer environment. Employees shall not use their personal email or computer environment to receive, send or print any NLACRC documents, information or other work product.

### 19.4 Modification of Remote Hybrid Scheduling

NLACRC retains in its sole discretion the right to modify the Remote Hybrid Schedule, including but not limited to, requiring an employee to work in the office on additional days as needed to meet business needs or to work in the office for an identified period of time as recommended by the employee's supervisor, manager or director for or to address performance concerns. Additionally, the Remote Hybrid Schedule can be terminated at any time by NLACRC based on business necessity, employee training considerations or employee performance issues.

If for any reason, the Employer decides an employee should no longer be granted a Remote Hybrid Schedule, the Employer shall provide the Employee with a written explanation for the reasons why prior to the suspension of the Remote Hybrid Schedule

The Employer's decisions regarding remote hybrid scheduling are not subject to the grievance procedure; provided however that the employee may grieve the failure of the Employer to provide a written explanation as required above.

#### 19.5 Remote Work Stipend and Cell Phones

The Employer shall provide employees who regularly work remotely with a Remote Work Stipend of seventy-five dollars (\$75) per month that the employee may use to cover work-related expenses, which includes expenses for business use of an employee's personal cell phone.

Employees who do not receive the Remote Work Stipend are not permitted to use a personal cell phone for business purposes except in case of a work-related emergency.

If an employee is so required to use the employee's personal cell phone, the employee shall, on the next work day in the office, (1) advise their supervisor of the need to use the personal cell phone, and (2) submit to the supervisor the proper reimbursement form, identifying and explaining the emergency

The supervisor may either approve a reasonable reimbursement, the amount of which will be determined by Employer policy, or request that the employee provide proof of the use of the cell phone for a call or text. If the supervisor requests proof, the employee shall provide proof no later than 30 days after receipt of the cell phone bill covering the time when the personal cell phone was used. Upon receipt of proof that the call was for a work-related emergency, the Employer shall make a reasonable reimbursement.

#### 19.6 Start of Workday/Workweek

For payroll purposes, the workday commences at 12:01 a.m., and the workweek commences at 12:01 a.m. on Monday; provided however that for the 9/80 schedule, the workweek shall be defined to commence after the first four (4) hours of work on the nine (9) hour Friday, or as required to split the two-week schedule into two 40 hour weeks.

### **ARTICLE 20. Layoff or Reduction in Force**

#### 20.1 Order of Layoff

Whenever layoffs in a particular classification are required, the order of layoff shall be by NLACRC seniority in that classification with the least senior employee laid off first provided however, that the Employer may layoff a more senior employee to retain a less senior employee who possesses special bilingual skills or licensure where such is relevant to the duties of the classification.

Where two (2) or more workers subject to layoff have equal seniority, layoff shall be determined by lot.

## 20.2 Displacement Rights

- A. An employee who would otherwise be laid off under this section, but who has more NLACRC seniority, may elect to displace the least senior bargaining unit employee:
  - 1. In a substantially similar classification; or
  - 2. in a lower classification previously held; or
  - 3. in a classification substantially similar to a lower classification previously held at the same location, or at a different location, provided that the employee meets the minimum requirements for the position and has the skill and ability to perform the job, unless the least senior employee possesses a special bilingual skill or licensure where such is relevant to the duties of the classification.
- B. If the displaced employee is unable to displace the senior employee, they may continue up the seniority list until they are able to displace a junior employee, subject to the requirements of paragraph (A) above.
- C. Any employee displaced in the foregoing bumping process may exercise the same bumping rights described above. If such an employee is unable to displace another employee as a result of the bumping process, they shall be placed on layoff status.
- D. In no event may an employee displace an employee in a higher paying classification.

## 20.3 Recall After Layoff

- A. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If within the twelve (12) month period the Employer hires for a classification from which layoff occurred, the Employer shall recall employees who meet the minimum qualifications for the position in inverse order of layoff in that classification or a substantially similar classification. In the event an employee who possesses special bilingual skills or licensure vacates a position in a classification from which layoff occurred, the Employer may recall a less senior employee, before a more senior employee, if the less senior employee possesses special bilingual skills or licensure relevant to the duties of the classification.
- B. If a laid off employee is recalled within twelve (12) months, the employee shall return with the same seniority, service credit and benefit accrual rate the employee had at the time of layoff. An employee returning to the same classification shall be paid at the step required by the employee's seniority and an employee recalled to a lower classification shall be paid at the step of the lower classification required by

the employee's seniority. Accrued but unused vacation, compensatory time and fifty (50) percent of the employee accrued sick leave to a paid maximum of 80 (eighty) hours for full-time employees, pro-rated for part-time employees, shall be paid in full at the time of lay-off. The remainder of the employee's sabbatical time accrued but unused prior to the time of layoff shall be reinstated upon the employee's return to work.

- C. An employee on layoff who has been recalled to work must respond within seventy-two (72) hours of actual notification, either by actual receipt of an overnight certified letter or by direct conversation in person or on the telephone; provided however that in the absence of such actual notification; the recalled employee must respond within five (5) working days of the date the overnight certified letter is sent by the Employer. Employees accepting re-employment shall return to work within ten (10) working days of the date of acceptance.
- D. Employees who accept a position pursuant to 21.3 that is in a classification lower than their former classification shall retain their original twelve (12) months recall right to the classification from which they were laid off.

#### 20.4 Notice of Layoff

Absent an emergency need to implement layoffs, the Employer shall provide employees with two (2) weeks' notice of layoff. In the event less than two (2) weeks' notice is provided, pay in lieu of notice shall be given. After determination by the Employer of the need to implement layoffs, the Union will be notified in writing.

### **ARTICLE 21. Government Leaves**

Government service leave may be used in minimum increments of one-half hour.

#### 21.1 Jury Duty

Employees who have completed the probationary period and who are required to serve jury duty shall be paid their full salary, less court compensation, for a maximum of seven (7) work days of jury duty, provided that the employee's supervisor has received a copy of the jury summons before the leave is taken and further provided the employee shows proof of court attendance and the amount of pay received. When jury attendance is required for only a partial day and there is sufficient time to return to work, an employee on jury duty is required to return to the office.

#### 21.2 Military Leave

Employees will be granted absence without pay to perform military duties for the period of time in which re-employment is protected by law, and under the conditions set out in applicable laws.



### 21.3 Voting

Employees will be granted up to two (2) hours of time off with pay at the beginning or the end of their work hours if they can demonstrate that they cannot otherwise vote. The employee must receive approval in advance from the Chief Human Resources Officer or designee.

## **ARTICLE 22. Leaves of Absence**

### 22.1 Employer to Comply with All Mandatory Leaves

The Employer will comply with the terms and obligations of all required leaves under the terms of state and federal law. These laws include but are not limited to: the California Pregnancy Disability law, the California Family Rights Act, the Federal Family and Medical Leave Act, the California Workers Compensation leave law, Federal and California Military Leave laws, the California Drug and Alcohol Rehabilitation leave law, and various California laws providing leave for domestic violence, being victim of a crime, volunteer fire fighters, adult literacy education, and various school activities. Employees should contact Human Resources for the terms of these leaves, if they have questions.

### 22.2 Additional Leave of Absence

This unpaid leave, which may not exceed thirty (30) calendar days, is for personal necessity and can be taken once every three (3) calendar years. This leave cannot be combined or used to extend other leaves that are covered under this agreement. All benefit time must be exhausted in order to be eligible for this additional leave of absence, unless the leave is for purposes for which sick leave could not be used, in which case, sick leave need not be exhausted. During this leave, the employee is responsible for their portion of all health and fringe benefit premiums for the entire period of absence. Approval for this leave of absence may be granted by the Executive Director or their designee in their sole discretion.

### 22.3 General Rules Governing Leaves

The rules governing leaves of absence are:

- A. All employees shall be eligible for medically necessary pregnancy disability leave and for workers' compensation leave in accordance with California law. Applications must be made in writing and filed with the employee's supervisor at least 30 days before the leave is to begin, unless the Employee learns of the need for the leave less than 30 days before the leave is to begin, in which case written application must be made upon learning of the need for the leave. If an employee is unable to give written notice, verbal notice can be given pending receipt of medical certification requesting such a leave. Approval for leaves of absence may be granted by the Human Resources Department.
- B. Employees approved for leave of absence and who return to work within the appropriate maximum limit, shall have return rights as required by law, or for four (4) months, whichever is longer. The return rights program guarantees return to a

comparable position at the same location and at the current salary for that position at the conclusion of the leave.

- C. Leaves of absence shall be granted without pay. Employees will be required to use their accumulated vacation, sick leave, or personal holidays, during such leave unless prohibited by law. The Employer will integrate this benefit time with CA State Disability Insurance, Paid Family Leave and Workers' Compensation as applicable.
- D. Employees on leave of absence shall accrue benefits during the period in which they receive payment of any accumulated benefits, such as vacation, sabbatical time, sick leave, or personal holidays. An employee, who is not receiving payment, either by choice or by having exhausted their accrued benefits, shall have the option to continue their discretionary benefits at employee's own expense. NLACRC will resume pro rata payments based on the hours worked, on the first of the month following the employee's return to work for at least twenty (20) hours per week. An employee who voluntarily discontinues payment of accumulated benefits shall not be able to recommence payment during the same leave of absence. Employees not receiving payment of accumulated benefits shall not accrue benefits.
- E. The Service Date will change by one month when an employee is on a leave of absence in which more than 50% of the month is unpaid under Article 7, Hiring and Selection, Section D, Service, except for employees who are on workers' compensation leaves or unless prohibited by law.
- F. Employees must return to work on the first working day following expiration of the leave, or be considered to have voluntarily resigned. Employees requesting an extension of leave must contact Human Resources two weeks in advance of the expiration of the leave (or as long in advance as possible) to request the extension. An extension of a leave of absence shall be granted only upon approval by the employer. Employees returning from a medical leave or illness must present a medical release from their doctor, with or without a request for accommodations, prior to the date of return to receive approval for return.
- G. If an employee has missed work for five (5) consecutive working days, that employee must, on the sixth (6th) working day, either return to work, or request for a leave of absence. If an employee fails timely to request the leave of absence or return to work, the Employer shall inform the employee in writing of the need to do so, and if the employee fails thereafter to either report to work or complete a request for a leave of absence in accordance with Article 22, Leaves of Absence, within three (3) working days of receipt of the letter, the employee will be deemed to have voluntarily resigned due to job abandonment.

#### 22.4 Integration of Benefits

Where an employee receives CA State Disability Insurance, Paid Family Leave or Workers' Compensation payments, the employee shall receive such portion of their

available benefit time to an amount equal to, but not exceeding, the employee's regular rate of pay. Benefit time shall be paid in the appropriate pay period based on the Employer's best estimate of the amount of State Disability Insurance, Paid Family Leave or Workers' Compensation payments due the employee.

**ARTICLE 23.        Subcontracting**

The Employer may engage in the contracting of work for economic or operational reasons, including but not limited to the contracting with consultants and specialists, provided that the contracting of work done by bargaining unit employees is done only after holding a meet and confer session with the Union.

**ARTICLE 24.        Judicial Proceedings**

When an employee is requested to appear as a witness, by subpoena or as an expert witness, as a result of an issue arising from their job, the employee shall receive, for each day on which the employee would have worked, the difference between the employee's regular straight-time pay for that day and the amount of the employee's witness pay. The employee shall notify the Employer as soon as the employee is notified of such request or subpoena.

**ARTICLE 25.        Job Descriptions**

Each employee shall receive a copy of their job description. New or revised job descriptions shall be made available to the affected employees and to the Union within five (5) working days of implementation. When technologically feasible, on-line copies of job descriptions will be made available to employees in place of paper copies.

**ARTICLE 26.        Illness and Injury Prevention**

The Union and the Employer consider that injury and illness prevention shall be of primary importance in all phases of operation and administration.

The Employer shall make best efforts to provide for safe and healthy working conditions for employees.

The prevention of injuries and illness is an objective affecting all levels of the organization and its activities. It is, therefore, a basic requirement that each supervisor make the safety and health of employees an integral part of their regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Employees are expected to assist the Employer in injury and illness prevention activities. Unsafe conditions must be reported as soon as possible to the employee's immediate supervisor. Fellow employees that need help should be assisted.

Any injury that occurs on the job must be reported to the employee's supervisor and Human Resources as soon as possible. Except in an emergency, no employee should leave work without reporting an injury that occurred.

**ARTICLE 27.            Union Business**

**27.1    Access For Union Representatives**

Upon twenty-four (24) hour notice (given on a work day) and subject to client care or department requirements a single duly authorized Union representative who is not an employee of the Employer shall have access, during business hours, to areas within the Employer's facilities when such access is necessitated by matters concerning the administration of the Agreement. Such public areas may include, to the extent the areas are not being used, areas as designated by the Employer, including meeting rooms, interview rooms, or conference rooms. The Union shall provide notice to the Executive Director or their designee of the desire to visit and shall identify the office in which the visit is desired.

Such Union representatives shall not interfere with the Employer's operation, the work of employees, or the confidentiality of consumers.

If the representative wishes to meet with an employee, such meeting shall occur on the employee's lunch period or breaks. If a meeting during such times is impossible, subject to consumer needs and the needs of the department, an employee may go off the clock and meet with the Union representative for a reasonable period during which no pay will be received, but the employee may use vacation time. During the time periods the employee goes off the clock with no pay, they must notify and receive approval from their supervisor in advance via telephone or e-mail.

The single authorized Union Representative shall comply with the Regional Center's Visitor Access Policy and Procedure dated February 14, 2019.

**27.2    Union Stewards**

The Union may notify the Employer of the designation of Union Stewards. The Union shall designate only the following stewards: five (5) for the San Fernando Valley office, two (2) for the Antelope Valley office, two (2) for the Santa Clarita office, and one (1) Chief Steward. Stewards and the employees they deal with may do Union business on an unpaid basis, excluding grievances pursuant to the Grievance and Arbitration Article of this Agreement and subject to the needs of consumers and to the needs of the Steward's and to the employee's respective departments. Union duties do not relieve Stewards or others of regular responsibilities and performance requirements. The Union shall notify the Employer of the name of the currently designated Union Stewards and any changes thereof. Any Union business shall be conducted by a Union Steward from the same office unless absolutely impossible. If that is absolutely impossible, and a Union Steward must travel to another office, such travel will not be paid. It is the obligation of the Union to ensure that each office has the maximum number of stewards.

**27.3    Bulletin Boards**

The Employer shall make available a single bulletin board in the Antelope Valley office, a single bulletin board in the Santa Clarita office, and two bulletin boards in the San Fernando

Valley office, in non-public locations, to be used for official notices of Union business relating to North Los Angeles County Regional Center employees.

#### 27.4 Copies of Contracts

At the time of employment, the Employer shall make available an electronic copy of this Agreement to each employee covered by this Agreement.

#### 27.5 Union Leave

Based upon the needs of the Employer, the Employer may grant a leave of absence without pay for a maximum of ten (10) days per calendar year, to two (2) bargaining unit employees to attend Union conventions, meetings or other business, provided:

1. Two weeks written notice is given to the Employer;
2. The employee has completed the probationary period;
3. The employee obtains the approval of their immediate supervisor, which shall not be unreasonably withheld.

#### 27.6 Union Meetings

The 1st floor meeting room at the main office of NLACRC may be scheduled for NLACRC union business meetings at lunchtime and after 5:00 p.m. on weekdays.

- A. Only NLACRC staff (who may invite union officials) may use NLACRC facilities. No other union groups will be authorized to meet at NLACRC events.
- B. Regular business events will take scheduling priority over union events.
- C. Meetings will be requested through the Executive Director's office by written e-mail from a Union Representative or officer to the Executive Assistant. Lunchtime meetings shall be limited to 45 minutes in length, and for each office a maximum of three (3) lunch time meetings may be held each year. Employees, including Union Stewards and Union Officers, will not be paid for time spent in excess of their regular lunch period when attending or traveling to and from such lunch meetings. No mileage will be paid for travel to such meetings.
- D. The Union will complete standard outside meeting request forms, will keep on file with the Executive Director a current certificate of any required insurance, will assume responsibility for the premises and equipment, and will leave the room in a clean and orderly condition.

#### 27.7 Union Notices and No Use of NLACRC Equipment

Union notices or communications to employees may not be made via or with the use of NLACRC postage, fax, copying machines, printers, employee mailboxes or other

NLACRC equipment. To the extent required by the National Labor Relations Act, employees may use company email, during non-working time, for union related communications.

**ARTICLE 28. Overtime**

Computation

Overtime compensation under a flexible schedule or alternative work schedule shall be as defined by that schedule with the normal schedule at straight time. For a traditional five (5) day, forty (40) hour workweek, overtime shall be paid at time and one-half (1.5) the regular rate of pay for all hours worked in excess of forty (40) in a workweek or eight (8) in a workday, with double time paid for all hours in excess of twelve (12) in a workday. For the purposes of computing overtime, only hours actually worked are considered.

The 9/80 schedule shall mean a schedule that includes one calendar week with five nine (9) hour days followed by a calendar week of three nine (9) hour days, one eight (8) hour day, and one day off. This regular schedule shall be at straight time. All hours in excess of the normally scheduled hours for each workday shall be paid at one and one-half times (1.5) the regular rate of pay and all hours in excess of 12 in a workday shall be paid at double time the regular rate of pay.

The workweek for overtime purposes in a 9/80 schedule begins and ends after the first forty (40) hours of the two-week-period, such that each workweek contains 40 regular hours of work. For example, in the schedule noted above, the workweek would begin and end after the first four (4) hours of work on the fifth nine-hour day.

The 9/80 schedule described herein is consistent with the requirement that in any alternative schedule, the workweek for overtime purposes begins and ends after the first 40 hours of work in the first calendar week.

Week 1:

Monday	9 hours
Tuesday	9 hours
Wednesday	9 hours
Thursday	9 hours
Friday	4 hours [workweek ends and begins]; then 5 hours.

Week 2:

Monday	9 hours
Tuesday	9 hours
Wednesday	9 hours
Thursday	8 hours
Friday	off

**ARTICLE 29.            Vacation**

29.1    Eligibility and Accrual.

Employees regularly scheduled to work 20 or more hours per week earn vacation credit. New employees begin accruing vacation immediately, but may not use it until the first 90 days of employment are completed. Full-time employees earn vacation according to the following schedule:

<u>Month of Service</u>	<u>Hours Earned</u>	<u>Maximum Accrual</u>
0–48 months	10 per month	240 hours
49 months or more	13.33 per month	320 hours

Part-time employees earn a prorated number of hours based on the percentage of full-time schedule worked. Employees who work a partial month will earn prorated credit for that month.

An employee who reaches the maximum accrual level shall accrue no further vacation until the accumulated vacation falls below the maximum accrual level. Employees are responsible for observing maximum accrual levels and scheduling vacation accordingly.

When an employee is out on vacation, the employee must use any accrued but unused vacation time and/or other benefit time eligible for use for vacation.

29.2    No On-call or O.D. Scheduling

Employees shall not be scheduled to be on-call or assigned as O.D. during a scheduled vacation leave. In the event an employee must take a partial day of unscheduled/scheduled benefit time during the week they are performing after hours on call, the employee must verify the ability to perform this function with their supervisor and the on-call supervisor before close of business on the day in which the after-hours on call is performed. Usage of partial day increments of scheduled/unscheduled benefit time during the week an employee is performing after- hours on-call will be approved based upon the compliance with the above requirement.

29.3    Cash Out

The Employer may in its sole discretion offer to cash out an employee’s accrued vacation that exceeds 40 hours. An employee may accept or reject the cash out offer. If the employee rejects the cash-out offer the vacation hours shall remain in the employee’s accrued vacation bank.

29.4    Holiday During Vacation

If a paid holiday, as set forth in Article 33, Holidays, occurs during an employee’s vacation, that day shall not be charged as a vacation day, but as a paid holiday.

## 29.5 Scheduling

An employee must submit all vacation requests to their immediate supervisor for prior approval. Requests for vacation must be submitted at least two (2) weeks prior to the requested beginning day of the vacation unless impossible to do so. The supervisor shall respond to such request within a reasonable period of time not to exceed five (5) working days after receipt. Vacation requests shall not be unreasonably denied. Subject to staffing requirements, first priority in granting vacation requests shall be given to the earliest date(s) on which the request is submitted. If, on the same date, more than one employee submits a vacation request for the same or overlapping dates and the supervisor is not able to grant all requests, seniority shall govern.

A scheduled absence to qualify for Wellness and Holiday Pay is defined as a request for time off that was submitted at least five (5) business days in advance of the start date and approved by the supervisor.

## 29.6 Payment Upon Termination or Resignation

An employee who is discharged or resigns shall be paid for all accumulated but unused vacation time up to the applicable maximum accumulation set forth in 29.1 of this Article, and as accrued through the last day of employment.

# **ARTICLE 30. Sick Time**

## 30.1 Eligibility and Accrual

Full-time employees shall accumulate and be eligible to use sick time with pay, from the date of hire, at the rate of eight (8) hours per month. Part-time employees accumulate a pro-rated number of hours per month worked, based on the number of hours they regularly work. An employee who works a partial month will accumulate partial benefits for that month.

## 30.2 Use of Sick Time

Sick time may be taken and deducted from an employee's sick time accumulation when the employee is unable to perform their duties of employment because of illness, injury or an appointment with a physician, dentist or other approved health practitioner, or if it is necessary for the employee to be absent from work to arrange emergency care plans or otherwise act responsibly to the medical needs of immediate family members who depend on the employee. "Immediate family member" is defined as a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a registered domestic partner; a grandparent; a grandchild; a sibling; or any dependent family member who resides with the employee.



The Regional Center shall have the right to require any employee to produce a physician's statement prior to return from sick time verifying the ability to return to normal work duties, in cases in which the Employer has evidence causing it to question the employee's medical ability to return to work.

30.3 Holiday During Sick Time

Holidays which fall during a period of sick time for four (4) or more consecutive days shall be paid holiday pay. A paid holiday will otherwise be paid only if the employee works both the workday before and the workday after the holiday, absent documented emergency or documentation of a medical absence scheduled at least five (5) business days in advance.

30.4 Payment Upon Termination

Upon termination an employee shall receive payment for one-half (½) of their unused accumulated sick leave up to a maximum of 80 hours. Any accrued and unused sick time that is not paid out shall be reinstated if an employee leaves employment and is then rehired within one (1) year.

30.5 Wellness Pay

For any period of six (6) consecutive whole calendar months in which an employee does not have an unscheduled absence, the employee shall accrue an additional eight (8) hours of paid vacation time. The benefit will be prorated for part time employees.

A scheduled absence to qualify for Wellness Pay is defined as a request for time off that was submitted at least five (5) days in advance of the start date and approved by the supervisor.

The employee must make a request for this additional eight (8) hours of paid vacation time within 30 days of achieving the six consecutive months without an unscheduled absence. Once such period is reached, an employee must start a new six-month period for a future benefit. If not requested within sixty (60) days, the benefit is waived and abandoned.

30.6 Sick Time Conversion / Benefit Time

- A. Effective January 1, 2000, employees will have the opportunity to convert Sick Time in excess of 80 hours to Benefit Time, at the rate of 2:1 (two (2) hours of Sick Time becomes one (1) hour of Benefit Time). A maximum of 80 hours of Sick Time may be converted per calendar year (January–December). Conversion opportunities will be offered two (2) times per year, in January and July.
- B. Benefit Time may be scheduled and used in the same manner as vacation, and is included in the computation of maximum vacation hours.
- C. Benefit Time is not eligible for sell-back and is not paid out at the time of termination.

30.7 CalPERS Sick Leave Conversion to Service Credit

As part of the Employer's retirement contract with CalPERS, the Employer participates in the CalPERS sick leave conversion benefit that allows the conversion of unused sick leave to service credit at retirement. Employees can contact CalPERS about the details of this conversion option.

30.8 Use of Sick Time

When an employee is out sick or on a medical leave of absence, the employee must use any accrued but unused sick time. Once sick time is exhausted, the employee must use all other available benefit time, unless the employee is on a pregnancy disability leave, workers compensation leave or leave pursuant to other applicable law.

**ARTICLE 31. Bereavement Leave**

31.1 Regular Full-time and Part-time employees (including new employees under probation) are eligible for five (5) work days total, three (3) of which work days are paid, to attend to matters related to the death of the employee's, spouse, designated partner, child, step-child, step-parent, legal ward, brother, sister, mother, father, mother or father-in-law, or for a grandparent, or grandchild, or step-grandchild. The benefit will be pro-rated for part-time employees. In case of the death of a parent, sibling, or child living out-of-state, the employee shall have five (5) paid working-days benefit, provided that the employee provides written proof that the employee actually travelled to such state to attend to matters related to the death within ten (10) calendar days of the death.

31.2 Donation of Benefit Time

The Employer has created a pool into which employees may donate a limited amount of benefit time to be used, at the Employer's sole discretion, to assist employees who have a catastrophic illness and who have exhausted all benefit time.

**ARTICLE 32. Insurance Benefits**

32.1 Eligibility

Programs shall apply to all regular, full-time employees, and to those part-time employees working a qualifying number of hours per week, as specified in the summary plan descriptions. Benefits and benefit costs shall be pro-rated according to the employee's schedule (fifty percent schedule = fifty percent of normal agency contribution), except as otherwise stated below.

32.2 Health Insurance

Effective when approved by CalPERS, but no earlier than May 1, 2023, the Employer agrees to contribute up to the maximum of the following monthly amounts for full-time employees for purposes of health insurance, and to contribute pro rata amounts for part-time employees regularly scheduled to work 20 or more hours per week:

- A. \$725 for employee only coverage.
- B. \$750 for employee and one (1) dependent.
- C. \$775 for employee and two or more dependents.

Coverage is currently effective on the first day of the month after employment. The employee may elect to defer the effective date of coverage for one month due to premium deduction costs. The Employer retains the right to change insurance plans, or self-insure in its sole discretion, so long as the new plan provides the same (or a better) level of coverage. If the cost of health insurance exceeds the above-listed Employer contributions, the employee shall pay the difference.

### 32.3 Dental Insurance

The Employer shall provide the choice of two (2) dental insurance plans, one HMO plan and one PPO plan, for employees regularly scheduled to work 20 hours or more a week, effective on the first day of the month following employment. The Employer shall pay the actual cost of the premium for the HMO dental plan for full-time employees and their dependents, and a pro-rated amount based on rates established by the insurance provider or broker for part-time employees and their dependents. Full-time employees shall contribute \$10 per month and part-time employees shall contribute a pro-rated amount based on rates established by the insurance provider or broker towards the cost of the premium for the PPO dental plan. The Employer shall pay the actual cost of the premium for the PPO dental plan, less the employee's contribution. The Employer retains the right in its sole discretion to change insurance plans, or to self-insure, so long as the new plan(s) provides the same (or better) level of coverage.

### 32.4 Life Insurance

The Employer shall pay the full cost of group life insurance for employees working 20 or more hours a month, in the amount of twice the employee's annual salary, as of the first day of the month following thirty (30) days of employment. The Employer retains the right to change insurance plans, or to self-insure, in its sole discretion, provided that the benefits remain the same (or better).

### 32.5 Long Term Disability Insurance

The Employer shall pay the full cost of long term disability insurance for all employees regularly scheduled to work twenty (20) hours or more per week as of the first day of the month following employment. The Employer retains the right to change insurance plans, or to self-insure, in its sole discretion, provided that the benefits remain the same (or better).

### 32.6 PERS Retirement Plan

The Employer shall continue to provide employees working twenty (20) or more hours per week with membership in the State of California Public Employee's Retirement Plan

(PERS). Employees will participate in the PERS Retirement Plan with the following retirement formulas:

Hired or eligible on or before January 31, 2008	2% at Age 55
Hired or eligible on February 1, 2008 through December 31, 2012	2% at Age 60
Hired or eligible on or after January 1, 2013	2% at Age 62

Such enrollment shall be provided under the same terms and conditions as existed on the effective date of this Agreement, provided that the Employer may adopt a new vesting schedule for the retiree health benefit. This change to the retiree health benefit will be applicable only to employees hired on or after the effective date of the new vesting schedule.

The Employer shall continue to contribute three and one-half percent (3.5%) toward the Employee Paid Member Contribution of the Normal Cost of PERS for employees hired or eligible prior to January 1, 2013.

Employees hired or eligible on or after January 1, 2013; shall per law contribute the full amount of the Employee Paid Member Contribution.

For all eligible employees, the Employer shall pay the full Employer contribution.

The Employer may change enrollment terms and conditions at any time as necessary to remain in compliance with all laws and regulations applicable to the PERS Retirement Plan, including but not limited to the Public Employee's Pension Reform Act of 2013.

32.7 Accidental Death and Dismemberment

Regular employees working more than twenty (20) hours per week shall continue to be provided with fully Employer paid accidental death and dismemberment insurance as of the first of the month following thirty (30) days of employment.

32.8 Deferred Compensation

The Employer shall continue to provide a deferred compensation program, in which employees may voluntarily participate, in order to establish their own retirement or tax sheltered programs. The program shall continue to offer a variety of investment options.

32.9 Vision Insurance

The employer shall pay the full cost of vision insurance for employees and their dependents at the rate set by the carrier.

32.10 Compensation in Lieu of Health Insurance

Effective when the new contribution rates described in this Article go into effect, an employee who can provide proof of coverage under another health plan, at the time of hire,

qualifying event or open enrollment, may elect not to be covered by the Employer's health insurance. The employee shall receive one hundred dollars (\$100) per pay period in lieu of such coverage. The \$100 will be pro-rated for part-time employees. An employee who does not work or receive payment for any accrued benefit hours for an entire pay period will not receive the compensation in lieu of health insurance payment for that pay period. The Employer reserves the right to require verification of the proof of coverage under another plan during open enrollment.

**ARTICLE 33.        Holidays**

**33.1    Holidays Observed**

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
President's Day	Veteran's Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day

Holidays falling on a Saturday shall be observed on the previous Friday. Holidays falling on a Sunday shall be observed on the following Monday.

**33.2    Personal Holidays**

Regular Full-time and Part-time employees, except those Full-time and Part-time employees who are on an unpaid leave of absence on the day when a personal holiday is granted as described below, shall be given personal holidays as follows:

January 16 – One (1) personal holiday;  
May 1 – One (1) personal holiday;  
October 1 – One (1) personal holiday

These holidays shall be scheduled at the mutual convenience of the Employer and the employee. Personal holidays are one (1) work day for full-time staff, prorated for part-time staff. Personal holidays must be scheduled in whole day increments. The personal holidays received on January 16th and May 1st must be used by December 31 of the year in which they are granted, and cannot be carried over into the next year, and are not paid at termination. The personal holiday received on October 1st must be used by January 15th of the year following the year in which it was granted, and cannot be carried over after January 15th, and is not paid at termination.

**33.3    Holiday Pay**

Regular Full-time and Part-time employees are paid for recognized holidays in the following way:

Holidays Not Worked: Full-time employees are paid for the day according to the employee's work schedule at the employee's straight-time rate. Part-time employees are paid at their straight-time rate based on their average day's schedule, and their hours adjusted for the week.

Holiday Worked: Employees assigned to work will either be given a substitute paid day off within two weeks and paid full holiday pay plus straight-time for hours worked on the holiday, or not given a substitute day off and paid full holiday pay plus time and one-half for hours worked on the holiday.

Holidays which fall during an employee's vacation shall be charged to the holiday. A paid holiday will otherwise be paid only if the employee works both the day before and the day after a holiday, absent documented emergency or documentation of a medical absence scheduled at least five (5) business days in advance.

#### **ARTICLE 34.        Compensation**

##### **34.1    A.        Wage Scale**

A new wage scale with two and one-half percent (2.5%) step increases on employee anniversary dates will go into effect the first day of the second pay period after ratification of this Agreement (Appendix A). Employees who are currently below Step 1 of the new wage scale will move to Step 1 of the new wage scale effective on the first day of the second pay period after ratification of this Agreement. Such employees will move to the next step on the new wage scale on the first day of the first pay period following their anniversary date during years 2-5 of this Agreement. All employees who were not below Step 1 of the new wage scale will be placed on the new wage scale at their current salary. All such employees will move to the next step on the wage scale on the first day of the first pay period following their anniversary date during years 1-5 of this Agreement. If an employee's salary is initially in between steps on the wage scale, the employee will be placed at the next highest step on the wage scale for their classification. Employees who are on a written performance improvement plan on their anniversary date will not move to the next step on the wage scale. An employee who is ineligible for a step increase will receive that increase from the date of removal from the written performance improvement plan, but will not receive a retroactive increase. Such payment delays will not change the date of the next annual review on the Anniversary Date.

##### **B.        ABX2-1 Funds**

Effective the first day of the second pay period after ratification of this Agreement, all ABX2-1 funds received by the Employer shall be included at the rate of 9.85% in employee's base salaries delineated in the wage scale (Appendix A), and all side letter agreements between the parties regarding ABX2-1 funds will be rescinded and shall have no impact on employee compensation.

C. One-Time-Only Payment

An eight percent (8%) one-time-only payment shall be paid to all eligible employees on the second payday after ratification of this Agreement. The amount of the eight percent (8%) one-time-only payment shall be based on each employee's annual salary in the wage scale in Appendix A that goes into effect the first day of the second pay period after ratification of this Agreement. To be eligible to receive the one-time-only payment, an employee must be employed by the Employer on the second payday after ratification of the Agreement. Being on a performance improvement plan does not affect an employee's eligibility to receive the one-time-only payment. The one-time-only payment does not impact the wage scale or any individual hourly rates.

D. COLA Increases

Effective in the second pay period after the one-year anniversary date of the ratification of this Agreement, all employees shall receive a two percent (2%) cost of living increase. Effective in the second pay period after the two-year anniversary date of the ratification of this Agreement, all employees shall receive another two percent (2%) cost of living increase. Effective in the second pay period after the three-year anniversary date of the ratification of this Agreement, all employees shall receive another two percent (2%) cost of living increase. Effective in the second pay period after the four-year anniversary date of the ratification of this Agreement, all employees shall receive another two percent (2%) cost of living increase. In other words, employees will get two percent (2%) cost of living increases in years 2-5 of the Agreement in the second pay period after the Agreement's anniversary date. The COLA increases will result in new wage scales and individual hourly rates for each year of the Agreement (see Appendix A). All employees, regardless of whether they are on a performance improvement plan, will receive the COLA increases described in this Agreement.

E. Longevity Adjustments

On the first day of the second pay period after ratification of this Agreement, an employee whose salary is equal to or greater than the salary listed in Step 15 of the wage scale for the first year of the Agreement for the employee's classification, shall receive a longevity adjustment of three percent (3%).

During the second year of this Agreement, an employee whose salary is equal to or greater than the salary listed in Step 15 of the wage scale for the second year of the Agreement for the employee's classification, shall receive a longevity adjustment of one percent (1%) on the first day of the first pay period following the employee's anniversary date; provided, however, that in order to receive the longevity adjustment, the employee's salary must have been equal to or greater than the salary listed in Step 15 for at least one year.

During the third year of this Agreement, an employee whose salary is equal to or greater than the salary listed in Step 15 of the wage scale for the third year of the Agreement for the employee's classification, shall receive a longevity adjustment of one percent (1%) on the first day of the first pay period following the employee's anniversary date; provided,

however, that in order to receive the longevity adjustment, the employee's salary must have been equal to or greater than the salary listed in Step 15 for at least one year.

During the fourth year of this Agreement, an employee whose salary is equal to or greater than the salary listed in Step 15 of the wage scale for the fourth year of the Agreement for the employee's classification, shall receive a longevity adjustment of one percent (1%) on the first day of the first pay period following the employee's anniversary date; provided, however, that in order to receive the longevity adjustment, the employee's salary must have been equal to or greater than the salary listed in Step 15 for at least one year.

During the fifth year of this Agreement, an employee whose salary is equal to or greater than the salary listed in Step 15 of the wage scale for the fifth year of the Agreement for the employee's classification, shall receive a longevity adjustment of one percent (1%) on the first day of the first pay period following the employee's anniversary date; provided, however, that in order to receive the longevity adjustment, the employee's salary must have been equal to or greater than the salary listed in Step 15 for at least one year.

#### F. Increase in Funding

The parties agree if the Employer receives an increase in funding that is not attributable to growth, but increases the core staffing funding to an amount equal to or greater than the current salary schedule, either party may give thirty (30) days written notice to the other to reopen the agreement for the sole purpose of negotiation wages. The remainder of the agreement shall remain in effect.

### 34.2 Step Placement and Increases

A newly hired employee shall, except as provided in 7(B), begin at Step One (1). An employee shall be advanced after accumulation of 12 months of service at the lower step. Absent a leave of absence or other break in service, the employee's hire date will be the employee's anniversary date. Step increases for employees shall become effective on the first day of the pay period following the employee's anniversary date.

All employees are eligible for the step increase unless they are on a written performance improvement plan on their anniversary date.

An employee who is ineligible for a step increase will receive that increase from the date of removal from the written performance improvement plan, but will not receive a retroactive increase. Such payment delays will not change the date of the next annual review on the Anniversary Date.

### 34.3 Promotions and Transfers

Regular employees who are promoted to a higher paying classification shall be placed on the step which provides at least a seven and one-half percent (7.5%) increase. If the position to which an employee has been promoted has been vacant for more than one-hundred and eighty (180) days, the employee shall be placed on the step which provides an increase between seven and one-half percent (7.5%) and ten percent (10%). Employees



who are promoted thirty (30) calendar days or less before their anniversary date shall be placed one step higher. All employees who are promoted as described herein shall move to the next step on the wage scale on the first day of the first pay period one year after the date of their promotion.

34.4 Bilingual Skills

Employees in positions designated by the Employer as requiring the use of bilingual skill shall, upon the effective date of this agreement, be compensated \$69.24 per bi-weekly pay period. An employee who does not work or receive payment for any accrued benefit hours for an entire pay period will not receive bilingual pay for that same pay period.

34.5 Pay Periods

Employees are paid bi-weekly, resulting in 26 pay periods per year. Each pay period will cover two weeks, beginning with a Monday and ending on a Sunday. Pay earned for the pay period closing on Sunday will be paid the following Friday.

34.6 Payment Upon Separation

The Employer at termination shall pay all unpaid wages, accrued but unused vacation and other benefits elsewhere required to be payable at termination. Checks for discharged employees shall be available upon discharge. Checks for employees who resign shall be paid within seventy-two (72) hours of receipt of notice of resignation, or at termination, whichever is later.

**ARTICLE 35. Sabbatical Leave**

35.1 Formula

Each full-time and part-time employee, pro-rated for part-time, shall receive paid sabbatical leave on the following basis:

<u>Years of Service</u>	<u>Amount of Leave</u>
10 years through 14 years	40 hours Total
15 years through 19 years	40 hours Total
20 years through 24 years	80 hours Total
25 years through 29 years	80 hours Total
30 years through 34 years	80 hours Total
35 years through 39 years	80 hours Total

35.2 Use of Leave

Sabbatical leave may be taken in full day increments until such time when the employee has less than a full day of sabbatical leave remaining, then the employee may take the remaining partial day balance of sabbatical leave at one time. Sabbatical leave is not considered to be an accrued benefit and therefore cash-out will not be paid for unused leave upon termination. Sabbatical leave is not a yearly benefit and must be taken during the

appropriate block of time that the employee is eligible to utilize the leave. An employee who fails to use sabbatical leave within the allotted period of years may not carry over the sabbatical time to the next sabbatical period. At least a one-year hiatus must occur between the last sabbatical hour used during the previous sabbatical period and the first sabbatical hour used in the subsequent sabbatical period.

**ARTICLE 36.        New Classification**

If the Employer establishes a new job classification within the bargaining unit during the term of this Agreement, the Employer shall also establish the rate of pay therefore. The Employer shall notify the Union within five (5) business days in writing of the establishment of any new job classification. If the Union is not satisfied with the rate of pay established by the Employer, it shall have the right within fourteen (14) calendar days after receipt of such notice of the new classification, to request bargaining, during the term of this Agreement, regarding such pay rate.

**ARTICLE 37.        Education Leave**

**37.1    Use of Education Leave**

An employee who has completed their probationary period under Article 8, Definition of Employees, Section E, of this Agreement may apply for 40 hours (professional) or 20 hours (non-professional) of education leave without loss of pay each fiscal year to attend job-related but non-required conferences, courses, classes, institutes or workshops of an educational nature that will be beneficial to the employee's job, advancement, or future employment at NLACRC, provided that:

- A.    The employee makes the request to their immediate supervisor, manager or director or their designee in writing in advance, identifying and describing the content of the conference, course, class, institute or workshop that the employee wish to attend and how it will be beneficial to the employee's job, advancement, or future employment with NLACRC;
- B.    Such attendance does not unreasonably interfere with staffing; and
- C.    The employee's immediate supervisor, manager or director, or their designee determines that the employee's work performance in the employee's work with NLACRC will be enhanced by such attendance.
- D.    If the employee's request is denied, the employee's supervisor, manager or director, or their designee must provide a written reason for the denial, to include why the requested educational leave was determined not to be relevant or beneficial to NLACRC.
- E.    NLACRC will decide, in its sole discretion, whether to approve an employee's request for leave under this section and all decisions made by NLACRC are final.

37.2 Accrual of Benefits During Leave

An employee on education leave pursuant to this Article will continue to accrue vacation and sick leave benefits and seniority during the period of such leave, and the Employer shall continue to pay its portion of the premium for insurance and retirement benefits during the period of such leave. Employees who are on another type of leave absence are not eligible to use Education Leave during their leave of absence period.

37.3 Employer-Required Education Training

Conferences, courses, classes, institutes or workshops of an education nature which the Employer requires an employee to attend shall count as time worked. Upon receiving written documentation of expenses, attendance, and successful completion by the employee, the Employer shall reimburse such employee for reasonable pre- approved expenses necessarily incurred in attending such conferences, courses, classes, institutes and workshops. Such reimbursement shall include, where applicable, transportation per diem, fees and tuition.

**ARTICLE 38. Use of Personal Motor Vehicle**

38.1 Access to Motor Vehicle

Employees shall not use their personal motor vehicles for transporting individuals we serve, their friends, family members and/or support staff.

38.2 Expense Reimbursement

An employee who uses a motor vehicle in the course of their duties for the Employer shall be reimbursed for the cost of any parking fee or toll, upon presentation of receipts.

38.3 Mileage Reimbursement

An employee who uses their personal motor vehicle in the course of their duties for the Employer shall receive mileage reimbursement as follows:

- A. If such employee is not requested by the Employer to utilize a rental car, the employee shall be reimbursed for mileage at the IRS rate.
- B. Any employee who drives a vehicle in the course of their employment must maintain at least the minimal levels of automobile insurance required by the State of California and must provide a copy of such to the employer upon request. Any employee who receives mileage reimbursement must maintain a valid California driver's license and provide a copy of such to the Employer upon request. If and when the Employer's insurer requires that the Employer participate in the DMV Pull program in order to maintain the Employer's coverage, then, subject to verification by the Union, the employees will sign any necessary documents and agree that the Employer will implement such a program.

**ARTICLE 39. Travel Expenses**

Except as set forth in Article 38 (Use of Personal Motor Vehicles) and subject to the provisions of Article 37 (Education Leave), employees shall be reimbursed for all necessary job-related travel expenses. For purposes of this Article, travel expenses shall be defined as public transportation and a per diem allowance for meals, lodging and incidentals. Per diem is defined as the rate established by the IRS.

**ARTICLE 40. Joint Labor-Management Committee**

The Employer and the Union recognize that the holding of monthly meetings for the exchange of views and information may contribute to the effectiveness of the labor-management relationship. Therefore, it is agreed that a joint labor-management committee composed of management representatives and union representatives shall be established. This Committee will convene on at least a monthly basis on paid work time, at times reached by mutual consent of both parties for the purpose of discussing all matters of interest or concern, including but not limited to working conditions, client care, training, safety, and specific ideas for improving the Regional Center's programs and operations. The parties agree that the Labor-Management Committee is not the forum to negotiate wages, hours, client care, or to process grievances. All members of this Committee shall treat any and all information received and discussed within the Committee in a professional manner.

**ARTICLE 41. New Staff Orientation**

During an employee's new staff orientation, a representative of the Union shall be permitted to make a presentation of up to thirty (30) minutes and present written materials to orient new employees to the Union.

Release time shall be granted for one employee as designated by the Union to conduct the new staff orientations as the representative of the Union.

**ARTICLE 42. Term**

This Agreement shall become effective February 17, 2023, and shall continue through and including February 16, 2028, or until expiration of the Employer's principal operation agreement with the State of California, whichever is earlier. It shall automatically be renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90), but not more than one hundred and twenty (120) days prior to February 16, 2028, or any February 16 thereafter, if it is automatically renewed, in which event this Agreement shall remain in effect during negotiations, and until ten (10) days' advance written notice by either party of its termination, but such notice may not be given sooner than ten (10) days before the expiration date.

Upon termination of this Agreement, whether by expiration of its term or otherwise, all rights and obligations of Employer, Union and employees under this agreement shall cease.

**ARTICLE 43.           Savings Clause**

In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by the State of California or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event that a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall promptly enter into negotiation for the limited purpose of negotiating whether or not a replacement provision shall be added.

**ARTICLE 44.           Full Understanding**

It is intended that this Agreement sets forth the full and entire Agreement of the parties regarding the matters set forth herein and all other topics subject to bargaining; and therefore, any other prior or existing agreements by the parties, whether formal or informal, written or unwritten, regarding such matters, are hereby superseded or terminated in their entirety.

**ARTICLE 45.           No Interim Bargaining**

The Employer and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining and that all said subjects had been discussed and negotiated upon and the agreements contained herein were made after the free exercise of such rights and opportunities. The Employer and the Union, therefore, for the term of this agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically addressed in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either the Union, the Employer, or both, at the time of negotiating and executing this Agreement.

**ARTICLE 46.           Notices**

Notices by the Union to the Employer shall be mailed or delivered to the following address:

Executive Director  
North Los Angeles County Regional Center  
15400 Sherman Way, Suite 170  
Van Nuys, California 91406

Notices by the Employer to the Union shall be mailed or delivered to the following address:

SEIU Local 721, CtW, CLC  
1545 Wilshire Blvd. Ste. 100  
Los Angeles, CA 90017-4510


**North Los Angeles County Regional Center**

**Service Employees International Union  
Local 721, CtW, CLC**

  
Ruth Janka (Mar 20, 2023 07:44 PDT)


Ruth Janka, Executive Director

Date \_\_\_\_\_

  
Cesar E. Aguirre (Mar 23, 2023 14:35 PDT)


Cesar Aguirre

Date \_\_\_\_\_

  
Evelyn McOmie (Mar 29, 2023 19:41 PDT)

Evelyn McOmie, Chief Consumer and  
Community Services Officer

Date \_\_\_\_\_

  
Marissa Cea (Mar 24, 2023 08:54 PDT)

Marissa Cea

Date \_\_\_\_\_

  
Vini Montague (Mar 2, 2023 19:37 PDT)


Vini Montague, Chief Financial Officer

Date \_\_\_\_\_

  
Kermit Jackson (Mar 24, 2023 11:01 PDT)

Kermit Jackson

Date \_\_\_\_\_

  
Clarence Foster (Mar 29, 2023 19:29 PDT)

Clarence Foster  
Chief Human Resources Officer

Date \_\_\_\_\_

  
Alicia Martin Johnson (Mar 27, 2023 13:56 PDT)

Alicia Martin Johnson

Date \_\_\_\_\_



Sheila King  
Human Resources Supervisor

Date \_\_\_\_\_

  
George Quijada (Mar 28, 2023 14:02 PDT)

George Quijada

Date \_\_\_\_\_

[Union signatures continue on next page]

Jonathan Rosenberg  
Jonathan Rosenberg (Mar 29, 2023 13:46 PDT)

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Jonathan Rosenberg

Date \_\_\_\_\_

Robert Feria

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Robert Feria

Date \_\_\_\_\_

Kristin Eldridge

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Kristin Eldridge

Date \_\_\_\_\_












# 2023-2028 CBA -Final

Final Audit Report


2023-03-30


Created:	2023-03-23
By:	Jasmyn Saldivar (jsaldivar@nlacrc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmI0IFJ-1JCS7yR435kC1xOjvY8PvXJqN


## "2023-2028 CBA -Final" History


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2023-03-23 - 8:23:56 PM GMT
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2023-03-23 - 9:34:50 PM GMT
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2023-03-23 - 9:35:21 PM GMT
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2023-03-24 - 3:54:50 PM GMT
-  Document e-signed by Marissa Cea (mcea@nlacrc.org)  
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2023-03-28 - 9:02:52 PM GMT


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2023-03-29 - 8:46:09 PM GMT

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2023-03-29 - 8:55:16 PM GMT

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2023-03-30 - 2:40:15 AM GMT

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2023-03-30 - 2:41:00 AM GMT

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Signature Date: 2023-03-30 - 2:44:15 PM GMT - Time Source: server

 Agreement completed.

2023-03-30 - 2:44:15 PM GMT

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North Los Angeles County Regional Center

FY25

Quarterly Human Resources Report

Quarter FY25	Hold	New Hires	Promotions	Separations	Turnover Rate
1st Quarter	0	53	9	16	2.15%
2nd Quarter	0	5	0	0	0.00%
3rd Quarter	0	0	0	0	0.00%
4th Quarter	0	0	0	0	0.00%

<b>Total</b>		<b>58</b>	<b>9</b>	<b>16</b>	<b>2.09%</b>
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Quarter FY25	Separation Reasons	Totals
Jul - Sep	Retire	0
	School	0
	Relocation	2
	Personal	11
	Other	3
Oct - Dec	Retire	0
	School	0
	Relocation	0
	Personal	0
	Other	0
Jan - Mar	Retire	0
	School	0
	Relocation	0
	Personal	0
	Other	0
Apr - Jun	Retire	0
	School	0
	Relocation	0
	Personal	0
	Other	0

HUMAN RESOURCES REPORT

	CSC Vacancies	CSC Growth Positions	Open Other Positions:	Total Open Positions Vacant	Positions on Hold	Positions Filled as of 9/30/24	FY24/25 Auth Positions	% Filled	New Hires Started in the month	Separations in the Month	Sept '24 - Turnover Rate
All Locations	64	45	41	150	34	768	952	80.67%	20	5	0.65%
SFV	32	17	33	82	26	544	652	83.44%	15	3	
AV	26	24	7	57	6	151	215	70.23%	4	1	
SCV	6	4	1	11	2	73	85	85.88%	1	1	

CSC Vacancies

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Location	Pos #	Service Coordinators	Department/ Location	Open as of Date
SFV	440	CSC	ADULT 8	12/5/2022
SFV	296	CSC	TRANSITION 1	1/6/2023
AV	72	CSC	AV ADULT 1	4/12/2023
AV	396	CSC	AV ADULT 1	4/21/2023
SFV	575	CSC SPECIALIST - SPEC	ADULT 3 - CPP	6/30/2023
SFV	30	OD SPECIALIST	OD (FORM ADULT 5)	7/10/2023
AV	24	OD SPECIALIST	AV/OD FL	7/31/2023
SFV	243	CSC	ADULT 5	9/10/2023
SCV	116	CSC	SCV EARLY START	9/22/2023
SFV	184	CSC	ADULT 4	10/9/2023
AV	74	CSC	AV ADULT 1	10/23/2023
AV	361	CSC	AV ADULT 1	10/23/2023
SFV	149	CSC	SCHOOL AGE 3	10/23/2023
SFV	233	CSC	SCHOOL AGE 5	11/6/2023
SFV	211	CSC	ADULT 7	11/20/2023
AV	76	CSC	AV TRANSITION 2	1/1/2024
AV	89	CSC	AV EARLY START 2	1/30/2024
AV	487	CSC	AV SCHOOL AGE 2	2/26/2024
SFV	528	CSC - MW	SCHOOL AGE 4	3/8/2024
SFV	375	CSC	EARLY START 2	3/14/2024
AV	481	CSC	AV ADULT 2	3/21/2024
AV	279	CSC	AV TRANSITION 2	4/3/2024
SFV	210	CSC	ADULT 10	4/10/2024
AV	574	CSC SPECIALIST - SPEC	ADULT 3 - CPP	4/22/2024
SCV	258	CSC	SCV TRANSITION	4/22/2024
SFV	338	CSC	EARLY START 3	5/3/2024
SFV	190	CSC	ADULT 6	5/6/2024
SFV	272	CSC	ADULT 4	5/6/2024
AV	83	CSC	AV TRANSITION 1	5/20/2024
AV	188	CSC	AV TRANSITION 2	5/20/2024
AV	295	CSC	AV TRANSITION 2	5/20/2024
AV	428	CSC	AV TRANSITION 2	5/20/2024
AV	465	CSC	AV TRANSITION 2	5/20/2024
AV	572	CSC	AV TRANSITION 2	5/20/2024
SCV	437	CSC	SCV SCHOOL AGE 2	5/20/2024
SFV	179	CSC	ADULT 1	5/20/2024
SFV	189	CSC	ADULT 1	5/20/2024
SFV	266	CSC	SCHOOL AGE 5	5/20/2024
SFV	463	CSC	ADULT 1	5/20/2024
SFV	519	CSC - MW	ADULT 8	5/20/2024
SFV	155	CSC	TRANSITION 2	5/28/2024
AV	79	CSC - INTAKE	AV - INTAKE	6/2/2024
AV	198	CSC	AV TRANSITION 2	6/3/2024
SCV	217	CSC	SCV TRANSITION	6/3/2024
SFV	136	CSC	TRANSITION 3	6/17/2024
SFV	263	CSC	TRANSITION 3	6/17/2024
SFV	323	CSC	SCHOOL AGE 5	6/17/2024
SFV	358	CSC	TRANSITION 3	6/17/2024
SFV	328	CSC	ADULT 1	6/25/2024
SFV	458	CSC	EARLY START 3	6/28/2024
SCV	245	CSC	SCV ADULT	7/1/2024
SFV	160	CSC	SCHOOL AGE 7	7/2/2024
AV	507	CSC	AV SCHOOL AGE 2	7/3/2024
AV	64	CSC	AV ADULT 2	7/15/2024
SFV	427	CSC	ADULT 1	7/19/2024
SFV	139	CSC	SCHOOL AGE 6	7/29/2024
SFV	461	CSC	SCHOOL AGE 4	8/12/2024
AV	334	CSC	AV SCHOOL AGE 1	8/13/2024
AV	199	CSC	AV TRANSITION 1	8/26/2024
AV	325	CSC	AV SCHOOL AGE 3	9/9/2024
AV	573	CSC	AV TRANSITION 1	9/9/2024
AV	586	CSC	AV SCHOOL AGE 1	9/9/2024
SCV	501	CSC	SCV EARLY START	9/12/2024
SFV	288	CSC	SCHOOL AGE 8	9/12/2024

CSC Growth Positions

45

Location	Pos #	Service Coordinators	Department/ Location	Open as of Date
SCV	838	CSC	SCV EARLY START 2	2/16/2023
SFV	792	CSC	ADULT 10	2/16/2023
SFV	733	CSC	ADULT 9	2/16/2023
SFV	745	CSC	TRANSITION 4	2/16/2023
SFV	746	CSC	TRANSITION 4	2/16/2023
SFV	805	CSC	ADULT 11	2/16/2023
AV	779	CSC	AV SCHOOL AGE 3	4/20/2023
SFV	816	CSC	EARLY START 6	6/27/2023
AV	27	OD SPECIALIST	AV/OD FL	7/3/2023
SFV	866	FLOATER SPEC	CASE MANAGEMENT	7/31/2023
SFV	874	FLOATER SPEC	EARLY START 7	7/31/2023
SFV	37	OD SPECIALIST	OD (FORM TRANS 2)	8/31/2023
AV	907	CSC	AV ADULT 4	9/11/2023
AV	908	CSC	AV ADULT 4	9/11/2023
AV	909	CSC	AV ADULT 4	9/11/2023
AV	910	CSC	AV ADULT 4	9/11/2023
AV	911	CSC	AV ADULT 4	9/11/2023
AV	912	CSC	AV ADULT 4	9/11/2023
AV	913	CSC	AV ADULT 4	9/11/2023
AV	914	CSC	AV ADULT 4	9/11/2023
AV	915	CSC	AV ADULT 4	9/11/2023
AV	916	CSC	AV ADULT 4	9/11/2023
AV	917	CSC	AV ADULT 4	9/11/2023
SFV	564	FLOATER SPEC	TRANSITION 1	12/4/2023
AV	606	CSC	AV ADULT 2	12/4/2023
SFV	808	CSC	ADULT 11	4/11/2024
SCV	841	CSC	SCV EARLY START 2	4/24/2024
SFV	809	CSC	ADULT 11	4/26/2024
AV	850	CSC	AV EARLY START	4/29/2024
SFV	953	CSC	SCHOOL AGE 10	5/7/2024
AV	608	CSC	AV TRANSITION 2	5/20/2024
AV	662	CSC	AV TRANSITION 2	5/20/2024
SFV	658	CSC	ADULT 1	5/23/2024
SFV	62	CSC	ADULT 2	6/3/2024
AV	778	CSC	AV SCHOOL AGE 3	6/24/2024
AV	937	CSC	AV TRANSITION 3	7/9/2024
SCV	611	CSC	SCV EARLY START	7/29/2024
SFV	806	CSC	ADULT 11	8/28/2024
AV	776	CSC	AV SCHOOL AGE 3	9/9/2024
SFV	752	CSC	SCHOOL AGE 9	9/26/2024
AV	781	CSC	AV SCHOOL AGE 3	9/27/2024
AV	938	CSC	AV TRANSITION 3	9/30/2024
AV	943	CSC	AV TRANSITION 3	9/30/2024
AV	859	CSC	SA - PROV ELIG	9/30/2024
SCV	857	CSC	SA - PROV ELIG	9/30/2024

FY24/25 Authorized Positions	Positions Added Based on FY 24/25 Growth
952	0

Open Other Positions:

41

Location	Pos #	All Other Positions	Department/ Location	Open as of Date
SFV	624	PSYCHOLOGICAL SERVICES SUPERVISOR	CLINICAL SERV - PSYCHOLOGICAL	9/4/2022
SFV	40	COMM SERVICES SPECIALIST - QA/CPP	COMMUNITY SERVICES 2	2/13/2023
AV	882	LEAD SERVICE COORDINATOR TRAINER	TRANSITION 1	7/11/2023
AV	883	LEAD SERVICE COORDINATOR TRAINER	SCHOOL AGE	7/11/2023
AV	884	LEAD SERVICE COORDINATOR TRAINER	ADULT	7/11/2023
AV	885	LEAD SERVICE COORDINATOR TRAINER	ADULT	7/11/2023
AV	890	LEAD SERVICE COORDINATOR TRAINER	EARLY START	7/11/2023
SFV	879	LEAD SERVICE COORDINATOR TRAINER	ADULT	7/11/2023
SFV	886	LEAD SERVICE COORDINATOR TRAINER	TRANSITION 1	7/11/2023
SFV	889	LEAD SERVICE COORDINATOR TRAINER	EARLY START	7/11/2023
SFV	904	IT TRAINING SPECIALIST II	INFORMATION TECHNOLOGY	7/31/2023
SFV	362	OFFICE ASSISTANT III	RECS & DOC MANAGEMENT	8/23/2023
SFV	569	HUMAN RESOURCES SPECIALIST I	HUMAN RESOURCES	10/4/2023
SFV	863	COMM SVCS SPECIALIST - PERF QA SPEC	COMMUNITY SERVICES 2	10/5/2023
SFV	925	VENDOR COORDINATOR	COMMUNITY SERVICES 1	10/5/2023
SFV	544	PSYCHOLOGICAL SERVICES SUPERVISOR	CLINICAL SERV - PSYCHOLOGICAL	12/4/2023
SFV	54	PSYCHOLOGICAL SERVICES SUPERVISOR	CLINICAL SERV - PSYCHOLOGICAL	12/4/2023
SFV	11	ACCOUNTANT JR	ACCOUNTING - AUDITS & REVENUE	12/31/2023
AV	345	AGING ADULT SPECIALIST	AV - CONSUMER SERVICES	1/1/2024
SFV	680	WORKFORCE AND EMPLOYMENT SPECIALIST	COMMUNITY SERVICES	1/15/2024
SFV	930	RET ANNUITANT - SPEC PROJ SPCLIST	ACCOUNTING - ADMINISTRATION	2/1/2024
SFV	232	FACILITIES SERVICES MANAGER	FACILITIES	2/12/2024
SFV	242	HUMAN RESOURCES SUPERVISOR	HUMAN RESOURCES	2/12/2024
SFV	945	BEHAVIORAL CONSULTANT	CLINICAL SERVICES - BEHAVIORAL	3/27/2024
SFV	946	SYSTEMS OF CARE SPECIALIST	CASE MANAGEMENT	3/27/2024
SFV	4	CHIEF HUMAN RESOURCES OFFICER	HUMAN RESOURCES	4/16/2024
SFV	893	ACCOUNTING SPECIALIST SR	ACCOUNTING	4/29/2024
SFV	947	SR. APPS AND PROJ MANAGER	INFORMATION TECHNOLOGY	5/7/2024
SFV	692	CHIEF INFORMATION OFFICER	ADMINISTRATION - EXECUTIVE	5/26/2024
SCV	626	OFFICE ASSISTANT II	FACILITIES	7/1/2024
SFV	959	CONTRACT, PRIVACY & COMM DIR	ACCOUNTING - ADMINISTRATION	7/11/2024
SFV	723	OFFICE ASSISTANT II	CONSUMER SERVICES 2	7/15/2024
SFV	933	EXEC ADMINISTRATIVE ASSISTANT	HUMAN RESOURCES	7/26/2024
SFV	960	APPS DEVELOPER & INTEGRATOR	INFORMATION TECHNOLOGY	7/29/2024
SFV	961	DENTAL CONSULTANT	CLINICAL SERVICES	7/30/2024
SFV	887	LEAD SERVICE COORDINATOR TRAINER	SCHOOL AGE	8/12/2024
SFV	10	ACCOUNTING SUPERVISOR	ACCOUNTING - REVENUES	8/19/2024
AV	476	CONSUMER SERVICES DIRECTOR	AV - CONSUMER SERVICES	8/22/2024
SFV	681	CHIEF CONS & COMM SRVCS OFFICER	ADMINISTRATION - EXECUTIVE	8/26/2024
SFV	369	ACCOUNTING SPECIALIST	ACCOUNTING - ACCTS PAYABLE 1	9/23/2024
SFV	58	INTAKE SPECIALIST	CLINICAL SERVICES - INTAKE	9/26/2024

Positions on Hold

34

Location	Pos #	Hold Positions	Dept/ Location	Hold as of Date
AV	305	FAMILY ADVOCATE	AV - PUB INFO & TRAIN	2/28/2022
SFV	25	TECH SUPPORT ENGIN	IT	4/25/2022
SFV	701	LEAD RISK ASSESS SPEC	RISK ASSESSMENT	7/29/2022
SFV	8	DIRECTOR OF FINANCE	ACCOUNTING I	8/29/2022
SFV	647	ACCOUNTANT JR	ACCOUNTING	9/23/2022
SFV	720	HEALTH & SAFETY SPEC	ADMIN - CONS SERVICES	12/22/2022
AV	848	CSC	AV EARLY START 3	2/16/2023
AV	849	CSC	AV EARLY START 3	2/16/2023
AV	854	CSC	AV EARLY START 3	2/16/2023
SCV	789	CSC	SCV SCHOOL AGE 2	2/16/2023
SFV	743	CSC	TRANSITION 4	2/16/2023
SFV	744	CSC	TRANSITION 4	2/16/2023
SFV	748	CSC	TRANSITION 4	2/16/2023
SFV	749	CSC	TRANSITION 4	2/16/2023
SFV	755	CSC	SCHOOL AGE 9	2/16/2023
SFV	769	CSC	TRANSITION 4	2/16/2023
SFV	793	CSC	ADULT 6	2/16/2023
SFV	797	CSC	ADULT 10	2/16/2023
SFV	807	CSC	ADULT 11	2/16/2023
SFV	810	CSC	ADULT 11	2/16/2023
SFV	831	CSC	EARLY START 7	2/16/2023
AV	858	CSC	SA - PROV ELIGIBILITY	4/1/2023
SFV	856	CSC	SA - PROV ELIGIBILITY	4/1/2023
SFV	861	CSC	ADULT 11	6/23/2023
SFV	862	CSC	ADULT 11	6/23/2023
SFV	721	EXEC ADMIN ASSISTANT	IT	7/7/2023
SFV	918	JUD/FORENSICS SPEC	ADULT 3 - CPP	9/11/2023
SFV	920	OUTREACH LANG SPEC	CONSUMER SERVICES 2	9/11/2023
SFV	604	EXEC ADMIN ASSISTANT	ADMIN - EXECUTIVE	10/20/2023
AV	782	SERVICE COORDINATOR	AV SCHOOL AGE 3	11/20/2023
SFV	468	IT SPECIALIST II	IT	1/15/2024
AV	944	SERVICE COORDINATOR	AV TRANSITION 3	3/1/2024
SFV	451	ACCOUNT SPECIALIST	ACCOUNTING - REV	4/22/2024
SFV	649	CONS SERV SUP - ESC	ENHANCE SERVICE COOR	7/15/2024

**New Hires Started in the month**

**20**

Location	Pos #	Position	Hire Date
SFV	300	CSC	9/9/2024
SFV	759	CSC	9/9/2024
SFV	91	CSC	9/9/2024
SFV	751	CSC	9/9/2024
SFV	140	CSC	9/9/2024
SFV	244	CSC	9/9/2024
SFV	1	EXECUTIVE DIRECTOR	9/23/2024
AV	875	FLOATER SPECIALIST	9/23/2024
SFV	952	CSC	9/23/2024
SFV	821	CSC	9/23/2024
SFV	339	CSC	9/23/2024
AV	774	CSC	9/23/2024
AV	84	CSC	9/23/2024
SFV	496	CSC	9/23/2024
SFV	322	PUBLIC INFOR SPECIALIST	9/23/2024
SFV	209	CSC	9/23/2024
SFV	955	CSC	9/23/2024
AV	406	CSC	9/23/2024
SFV	958	PUBLIC INFOR LEGIS SPEC	9/23/2024
SCV	786	CSC	9/23/2024

**Separations in the Month**

**5**

Location	Pos #	Position	Separation Reason	Term Month
AV	781	CSC	PERSONAL	9/27/2024
SFV	288	CSC	PERSONAL	9/12/2024
SCV	501	CSC	PERSONAL	9/12/2024
SFV	58	INTAKE SPECIALIST	PERSONAL	9/26/2024
SFV	752	CSC	PERSONAL	9/26/2024

HUMAN RESOURCES REPORT

	CSC Vacancies	CSC Growth Positions	Open Other Positions:	Total Open Positions Vacant	Positions on Hold	Positions Filled as of 10/31/24	FY24/25 Auth Positions	% Filled	New Hires Started in the month	Separations in the Month	Oct '24 - Turnover Rate
All Locations	55	64	33	152	10	783	945	82.86%	18	3	0.38%
SFV	25	31	26	82	10	554	646	85.76%	11	1	
AV	25	28	6	59	0	155	214	72.43%	6	2	
SCV	5	5	1	11	0	74	85	87.06%	1	0	

CSC Vacancies 55

Location	Pos #	Service Coordinators	Department/ Location	Open as of Date
AV	848	CSC	AV EARLY START 3	2/16/2023
AV	854	CSC	AV EARLY START 3	2/16/2023
SCV	789	CSC	SCV SCHOOL AGE 2	2/16/2023
SCV	838	CSC	SCV EARLY START 2	2/16/2023
SFV	733	CSC	ADULT 9	2/16/2023
SFV	743	CSC	TRANSITION 4	2/16/2023
SFV	745	CSC	TRANSITION 4	2/16/2023
SFV	746	CSC	TRANSITION 4	2/16/2023
SFV	748	CSC	TRANSITION 4	2/16/2023
SFV	755	CSC	SCHOOL AGE 9	2/16/2023
SFV	769	CSC	TRANSITION 4	2/16/2023
SFV	792	CSC	ADULT 10	2/16/2023
SFV	793	CSC	ADULT 6	2/16/2023
SFV	797	CSC	ADULT 10	2/16/2023
SFV	807	CSC	ADULT 11	2/16/2023
SFV	810	CSC	ADULT 11	2/16/2023
SFV	831	CSC	EARLY START 7	2/16/2023
AV	858	CSC	SA - PROV ELIG	4/1/2023
SFV	856	CSC	SA - PROV ELIG	4/1/2023
AV	779	CSC	AV SCHOOL AGE 3	4/20/2023
AV	27	OD SPECIALIST	AV/OD FL	7/3/2023
SFV	866	FLOATER SPECIALIST	CASE MANAGEMENT	7/31/2023
SFV	37	OD SPECIALIST	OD (FORM TRANS 2)	8/31/2023
AV	908	CSC	AV ADULT 4	9/11/2023
AV	909	CSC	AV ADULT 4	9/11/2023
AV	910	CSC	AV ADULT 4	9/11/2023
AV	911	CSC	AV ADULT 4	9/11/2023
AV	913	CSC	AV ADULT 4	9/11/2023
AV	914	CSC	AV ADULT 4	9/11/2023
AV	915	CSC	AV ADULT 4	9/11/2023
AV	916	CSC	AV ADULT 4	9/11/2023
AV	917	CSC	AV ADULT 4	9/11/2023
AV	782	CSC	AV SCHOOL AGE 3	11/20/2023
SFV	564	FLOATER SPECIALIST	TRANSITION 1	12/4/2023
AV	606	CSC	AV ADULT 2	12/4/2023
AV	944	CSC	AV TRANSITION 3	3/1/2024
SCV	841	CSC	SCV EARLY START 2	4/24/2024
SFV	809	CSC	ADULT 11	4/26/2024
SFV	953	CSC	SCHOOL AGE 10	5/7/2024
AV	608	CSC	AV TRANSITION 2	5/20/2024
AV	662	CSC	AV TRANSITION 2	5/20/2024
SFV	658	CSC	ADULT 1	5/23/2024
SFV	62	CSC	ADULT 2	6/3/2024
AV	778	CSC	AV SCHOOL AGE 3	6/24/2024
SCV	611	CSC	SCV EARLY START	7/29/2024
SFV	806	CSC	ADULT 11	8/28/2024
AV	776	CSC	AV SCHOOL AGE 3	9/9/2024
SFV	752	CSC	SCHOOL AGE 9	9/26/2024
AV	781	CSC	AV SCHOOL AGE 3	9/27/2024
AV	859	CSC	SA - PROV ELIG	9/30/2024
SCV	857	CSC	SA - PROV ELIG	9/30/2024
AV	938	CSC	AV TRANSITION 3	9/30/2024
AV	943	CSC	AV TRANSITION 3	9/30/2024
SFV	103	CSC	TRANSITION 1	10/21/2024
SFV	826	CSC	EARLY START 7	10/21/2024

CSC Growth Positions 64

Location	Pos #	Service Coordinators	Department/ Location	Open as of Date
SFV	440	CSC	ADULT 8	12/5/2022
SFV	296	CSC	TRANSITION 1	1/6/2023
AV	72	CSC	AV ADULT 1	4/12/2023
AV	396	CSC	AV ADULT 1	4/21/2023
SFV	861	CSC	ADULT 11	6/23/2023
SFV	862	CSC	ADULT 11	6/23/2023
SFV	575	CSC	ADULT 3 - CPP	6/30/2023
SFV	30	OD SPECIALIST	OD (FORM ADULT 5)	7/10/2023
AV	24	OD SPECIALIST	AV/OD FL	7/31/2023
SFV	243	CSC	ADULT 5	9/10/2023
SCV	116	CSC	SCV EARLY START	9/22/2023
SFV	184	CSC	ADULT 4	10/9/2023
AV	74	CSC	AV ADULT 1	10/23/2023
AV	361	CSC	AV ADULT 1	10/23/2023
SFV	149	CSC	SCHOOL AGE 3	10/23/2023
SFV	233	CSC	SCHOOL AGE 5	11/6/2023
AV	76	CSC	AV TRANSITION 2	1/1/2024
AV	89	CSC	AV EARLY START 2	1/30/2024
AV	487	CSC	AV SCHOOL AGE 2	2/26/2024
SFV	528	CSC	SCHOOL AGE 4	3/8/2024
SFV	375	CSC	EARLY START 2	3/14/2024
AV	481	CSC	AV ADULT 2	3/21/2024
AV	279	CSC	AV TRANSITION 2	4/3/2024
SFV	210	CSC	ADULT 10	4/10/2024
AV	574	CSC	ADULT 3 - CPP	4/22/2024
SCV	258	CSC	SCV TRANSITION	4/22/2024
SFV	338	CSC	EARLY START 3	5/3/2024
SFV	190	CSC	ADULT 6	5/6/2024
SFV	272	CSC	ADULT 4	5/6/2024
AV	83	CSC	AV TRANSITION 1	5/20/2024
AV	188	CSC	AV TRANSITION 2	5/20/2024
AV	295	CSC	AV TRANSITION 2	5/20/2024
AV	428	CSC	AV TRANSITION 2	5/20/2024
AV	465	CSC	AV TRANSITION 2	5/20/2024
AV	572	CSC	AV TRANSITION 2	5/20/2024
SFV	179	CSC	ADULT 1	5/20/2024
SFV	189	CSC	ADULT 1	5/20/2024
SFV	266	CSC	SCHOOL AGE 5	5/20/2024
SFV	463	CSC	ADULT 1	5/20/2024
SFV	519	CSC	ADULT 8	5/20/2024
SFV	155	CSC	TRANSITION 2	5/28/2024
AV	198	CSC	AV TRANSITION 2	6/3/2024
SCV	217	CSC	SCV TRANSITION	6/3/2024
SFV	136	CSC	TRANSITION 3	6/17/2024
SFV	263	CSC	TRANSITION 3	6/17/2024
SFV	323	CSC	SCHOOL AGE 5	6/17/2024
SFV	358	CSC	TRANSITION 3	6/17/2024
SFV	458	CSC	EARLY START 3	6/28/2024
SCV	245	CSC	SCV ADULT	7/1/2024
SFV	160	CSC	SCHOOL AGE 7	7/2/2024
AV	507	CSC	AV SCHOOL AGE 2	7/3/2024
AV	64	CSC	AV ADULT 2	7/15/2024
SFV	427	CSC	ADULT 1	7/19/2024
SFV	461	CSC	SCHOOL AGE 4	8/12/2024
AV	334	CSC	AV SCHOOL AGE 1	8/13/2024
AV	325	CSC	AV SCHOOL AGE 3	9/9/2024
AV	573	CSC	AV TRANSITION 1	9/9/2024
AV	586	CSC	AV SCHOOL AGE 1	9/9/2024
SCV	501	CSC	SCV EARLY START	9/12/2024
SFV	288	CSC	SCHOOL AGE 8	9/12/2024
AV	75	CSC	AV EARLY START 3	10/7/2024
AV	200	CSC	AV EARLY START	10/9/2024
AV	84	CSC	AV ADULT 1	10/15/2024
AV	82	CSC	AV EARLY START 3	10/21/2024



FY24/25 Authorized Positions	Positions Added Based on FY 24/25 Growth
945	0

Open Other Positions:

33

Location	Pos #	All Other Positions	Department/ Location	Open as of Date
AV	882	LEAD TRAINER CS COORDINATOR	TRANSITION 1	7/11/2023
AV	883	LEAD TRAINER CS COORDINATOR	SCHOOL AGE	7/11/2023
AV	884	LEAD TRAINER CS COORDINATOR	ADULT	7/11/2023
AV	885	LEAD TRAINER CS COORDINATOR	ADULT	7/11/2023
SFV	879	LEAD TRAINER CS COORDINATOR	ADULT	7/11/2023
SFV	886	LEAD TRAINER CS COORDINATOR	TRANSITION 1	7/11/2023
SFV	889	LEAD TRAINER CS COORDINATOR	EARLY START	7/11/2023
SFV	569	HUMAN RESOURCES SPECIALIST I	HUMAN RESOURCES	10/4/2023
SFV	863	COMM SERV SPECIALIST - PERF QA SPEC	COMMUNITY SERVICES 2	10/5/2023
SFV	925	VENDOR COORDINATOR	COMMUNITY SERVICES 1	10/5/2023
SFV	544	PSYCHOLOGICAL SERVICES SUPERVISOR	CLINICAL SERVS - PSYCHOLOGICAL	12/4/2023
SFV	54	PSYCHOLOGICAL SERVICES SUPERVISOR	CLINICAL SERVS - PSYCHOLOGICAL	12/4/2023
SFV	11	ACCOUNTANT JR	ACCOUNTING - AUDITS & REVENUE	12/31/2023
AV	345	AGING ADULT SPECIALIST	AV - CONSUMER SERVICES	1/1/2024
SFV	680	WORKFORCE & EMPLOYMENT SPECIALIST	COMMUNITY SERVICES	1/15/2024
SFV	242	HUMAN RESOURCES SUPERVISOR	HUMAN RESOURCES	2/12/2024
SFV	945	BEHAVIORAL CONSULTANT	CLINICAL SERVICES - BEHAVIORAL	3/27/2024
SFV	946	SYSTEMS OF CARE SPECIALIST	CASE MANAGEMENT	3/27/2024
SFV	893	ACCOUNTING SPECIALIST SR	ACCOUNTING	4/29/2024
SFV	947	SR. APPS AND PROJECT MANAGER	INFORMATION TECHNOLOGY	5/7/2024
SCV	626	OFFICE ASSISTANT II	FACILITIES	7/1/2024
SFV	959	CONTRACT, PRIVACY & COMMUNICATIONS	ACCOUNTING - ADMINISTRATION	7/11/2024
SFV	933	EXECUTIVE ADMINISTRATIVE ASSISTANT	HUMAN RESOURCES	7/26/2024
SFV	960	APPS DEVELOPER & INTEGRATOR	INFORMATION TECHNOLOGY	7/29/2024
SFV	961	DENTAL CONSULTANT	CLINICAL SERVICES	7/30/2024
SFV	887	LEAD TRAINER CS COORDINATOR	SCHOOL AGE	8/12/2024
SFV	10	ACCOUNTING SUPERVISOR	ACCOUNTING - REVENUES	8/19/2024
AV	476	CONSUMER SERVICES DIRECTOR	AV - CONSUMER SERVICES	9/26/2024
SFV	58	INTAKE SPECIALIST	CLINICAL SERVICES - INTAKE	10/7/2024
SFV	614	OFFICE ASSISTANT II	RECS & DOC MANAGEMENT	10/17/2024
SFV	966	RECRUITING MANAGER	HUMAN RESOURCES	10/17/2024
SFV	967	OFFICE ASSISTANT II	CONTRACT ADMINISTRATION 1	10/17/2024
SFV	965	SOCIAL RECREATION SPECIALIST	SCV ADULT	11/4/2024

Positions on Hold

10

Location	Pos #	Hold Positions	Dept/ Location	Hold as of Date
SFV	25	TECH SUPPORT ENG	IT	4/25/2022
SFV	701	LEAD RISK ASSESS SPEC	RISK ASSESSMENT	7/29/2022
SFV	8	DIRECTOR OF FINANCE	ACCOUNTING I	8/29/2022
SFV	647	ACCOUNTANT JR	ACCOUNTING	9/23/2022
SFV	720	HEALTH & SAFETY SPEC	ADMIN - CONS SERV	12/22/2022
SFV	904	IT TRAINING SPEC II	IT	7/31/2023
SFV	918	JUDICIAL/FORENS SPEC	ADULT 3 - CPP	9/11/2023
SFV	468	IT SPECIALIST II	IT	1/15/2024
SFV	451	ACCOUNTING SPEC	ACCOUNTING - REV	4/22/2024
SFV	681	CHIEF CONSUMER & COMM SERVS OFFICER	ADMINISTRATION - EXEC	8/26/2024

New Hires Started in the month

18

Location	Pos #	Position	Hire Date
AV	199	CSC	10/7/2024
AV	849	CSC	10/7/2024
AV	907	CSC	10/7/2024
SFV	816	CSC	10/7/2024
SFV	211	CSC	10/7/2024
AV	912	CSC	10/21/2024
SFV	328	CSC	10/21/2024
SFV	930	CSC	10/21/2024
SFV	744	CSC	10/21/2024
AV	850	CSC	10/21/2024
SFV	369	ACCOUNTING SPECIALIST	10/21/2024
SFV	749	CSC	10/21/2024
SFV	40	CSC	10/21/2024
SFV	805	CSC	10/21/2024
SCV	437	CSC	10/21/2024
SFV	139	CSC	10/21/2024
SFV	808	CSC	10/21/2024
AV	937	CSC	10/21/2024

Separations in the Month

3

Location	Pos #	Position	Separation Reason	Term Month
AV	200	CSC	PERSONAL	10/9/2024
SFV	103	CSC	PERSONAL	10/21/2024
AV	84	CSC	PERSONAL	10/15/2024

### Temporary Employees Report - September 2024

**FY2024-2025: 7/1/2024 - 6/30/2025**

Count	Status	Job Title	Location	Department	Start Date	End Date	Days of Service	Reason	Temp to Hire, Direct Hire or Supplemental	Conversion Date
1	Converted	Consumer Service Coordinator	SFV	Adult 10	5/13/2024	7/18/2024	66	• Position #792; Assignmnet ended 7/18/2024	Temp to Hire	7/18/2024
1	Inactive	Consumer Service Coordinator	AV	Adult 2	7/17/2024	7/31/2024	14	• Position #606; Assignmnet ended 7/31/2024	Temp Only	
1	Active	Office Assistant II	AV	Recs & Doc Management	4/29/2024	n/a		Temp Only Assignment (6 Months), Assisting with position #94	Temp Only	
1	Inactive	Office Assistant II	SCV	Facilities	8/8/2024	9/27/2024	50	Assisting with position #626; Temp's last day - 9/27/2024	Temp Only	

Department Totals	
Adult 10	1
Adult 2	1
Recs & Doc Management	1
Facilities	1
<b>Grand Total</b>	<b>4</b>

Conversion Totals	
Average Length of Service	43
Converted	1
Inactive	2
Active	1

### Temporary Employees Report - October 2024

**FY2024-2025: 7/1/2024 - 6/30/2025**

Count	Status	Job Title	Location	Department	Start Date	End Date	Days of Service	Reason	Temp to Hire, Direct Hire or Supplemental	Conversion Date
1	Converted	Consumer Service Coordinator	SFV	Adult 10	5/13/2024	7/18/2024	66	• Position #792; Assignmnet ended 7/18/2024	Temp to Hire	7/18/2024
1	Inactive	Consumer Service Coordinator	AV	Adult 2	7/17/2024	7/31/2024	14	• Position #606; Assignmnet ended 7/31/2024	Temp Only	
1	Active	Office Assistant II	AV	Recs & Doc Management	4/29/2024	n/a		Temp Only Assignment (6 Months), Assisting with position #94 // Projected Max Date: 10/29/2024	Temp Only	
1	Inactive	Office Assistant II	SCV	Facilities	8/8/2024	9/27/2024	50	Assisting with position #626; Temp's last day - 9/27/2024	Temp Only	

Department Totals	
Adult 10	1
Adult 2	1
Recs & Doc Management	1
Facilities	1
<b>Grand Total</b>	<b>4</b>

Conversion Totals	
Average Length of Service	43
Converted	1
Inactive	2
Active	1

FY 2024-25	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total Absences	Total Hours
<b>Administrative Affairs</b>	Dark	Dark		Dark		Dark	Dark		Dark		Dark	Dark		
Andrew Ramirez, Chair			P										0	3.00
Cathy Blin			P										0	3.00
Brian Gatus			P										0	3.00
Ana Quiles			P										0	3.00
Andrea Devers (VAC Rep)			P										0	3.00

Meeting Time 3.00

P = Present Ab = Absent

Attendance Policy: In the event a Trustee shall be absent from three (3) consecutive regularly-scheduled Board meetings or from three (3) consecutive meetings of any one or more committees on which he or she may be serving, or shall be absent from five (5) regularly-scheduled Board meetings or from five (5) meetings of any one or more Committees on which he or she may be serving during any twelve (12) month period, then the Trustee shall, without any notice or further action required of the Board, be automatically deemed to have resigned from the Board effective immediately. The secretary of the Board shall mail notice of each Trustee's absences during the preceding twelve (12) month period to each Board member following each regularly-scheduled Board meeting. (policy adopted 2-10-99)