



# **Board of Trustees Meeting**

Wednesday, February 12,  
2025 7:00 p.m.

**Hybrid - NLACRC**  
**Chatsworth Office/Zoom**



# North Los Angeles County Regional Center

Main 818-778-1900 • Fax 818-756-6140 | 9200 Oakdale Avenue #100, Chatsworth, CA 91311 | [www.nlacrc.org](http://www.nlacrc.org)

North Los Angeles County Regional Center

**Board of Trustees Meeting -**

**Wednesday, February 12, 2025**

**6:30 p.m. 7:00 p.m. (Hybrid)**

**NLACRC Chatsworth Office and Zoom**

**~AGENDA~**

1. **Call to Order & Welcome** (5 min)
  - A. Introduction of Newly Elected Board Officers
  - B. New Board President's Message, Introduction, and Mission Statement
  - C. Introduction of Newly Elected Board Members
2. **Share Impact Story From Individual Served** (3 min)
3. **Housekeeping** (2 min)
  - A. Spanish Interpretation Available
  - B. Public Attendance (please note name in Chat)
  - C. Reminder – Monthly Submission for Childcare/Attendant Care Billing/**All Meeting Invites to Include** [BoardSupport@NLACRC.org](mailto:BoardSupport@NLACRC.org)
  - D. \*Update Zoom Screen Name to include full name, board position, and geographic location (SFV, AV, or SCV)
4. **Board Member Attendance/Quorum** –Arezo Abedi and Lindsay Granger (1 min)
5. **Agenda – [APPROVAL]** (1 min) (page 2)
6. **Public Input & Comments** -Reserved for Agenda Items (3 minutes per comment) (9 min)
7. **Consent Items** (14 min)
  - A. Approval of November 13, 2024, Board Meeting Minutes (1 min) (page 6)
  - B. Approval of Special Board of Trustees Meeting Minutes November 27, 2024 (1 min) (page 11)
  - C. Approval of January 16, 2025, Board Meeting Minutes (1 min) (page 13)
  - D. Approval of Purchase of Services Contracts – Vini Montague (4 min)
    1. Startup Funds Brilliant Corners PL2187-999 2<sup>nd</sup> Amendments (FY2023) (2 min) (page 18)
    2. Startup Funds Brilliant Corners PL2285-999 1<sup>st</sup> Amendment (FY2024) (2 min) (page 24)

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- E. Conflict of Interest Resolution Plan / Rodrigo Valenzuela (1 min) (page 29)
- F. Conflict of Interest Resolution Plan / Melissa Christel (1 min) (page 44)
- G. Executive Committee (2 min)
  - 1. EC Revised Board Priorities (page 59)

## 8. Action Item (33 min)

- A. Approval of Union Contracts Effective 2/19/2019 to 12/18/2022 –Vini Montague (2 min) (page 60)
- B. Approval of Union Contracts Effective 2/17/2023 to 2/16/2028 – Vini Montague (2 min) (page 116)
- C. Approval of Executive Director Performance Evaluation timeline with Redlines – Betsy Monahan (2 min) (page 168)
- D. Review and Approval of Revisions to Service Standards Early Start Eligibility – Case Finding & Public Info Section – Evelyn McOmie (3 min) (page 171)
- E. Approval of Change in Authorized Signers – Vini Montague (5 mi)
  - 1. City National Bank Accounts
    - a. Board Resolutions for Change in Officers (page 183)
    - b. Board Resolution to Remove Outgoing Board President & Treasurer and Add Incoming Board President & Treasurer (page 184)
    - c. Facsimile Signature Addendum (page 185)
  - 2. PRMT & UAL Accounts – US Bank & PFM Asset Management
    - a. Corporate Secretary’s Certificate (page 187)
    - b. Board Resolution for Change in Officers (page 188)
    - c. Board Resolution to Remove Outgoing Board President & Add Incoming Board President (Page 189)
- F. New Board Member Onboarding Process – Curtis Wang/Evelyn McOmie (3 min) (page 191)
- G. Approval of attendance exception for Board of Trustees Member (3 min) (page 197)
- H. Approval of Committee List Updates (**Deferred**)
- I. Approval of the Board Training Plan to Submit to DDS (3 min) (page 198)
- J. Proposed Revision of Bylaws to DDS for Their Approval – (10 min) (page 200)

## 9. Committee Business (5 min)

## 10. Executive Director’s Report (5 min) – Angela Pao-Johnson (page 201)

## 11. Self-Determination Program (SDP) Report (4 min) –Silvia Renteria-Haro

- A. SDLVAC Liaison November Report (page 206)

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- B. SDP Implementation December Report *(page 208)*
- C. Next Self Determination Local Advisory Committee Meeting: February 20, 2025, 6:30 p.m.

**12. Association of Regional Center Agencies** *(3 min)* – Lety Garcia

- A. ARCA Liaison Report *(page 214)*
- B. Next meeting: March 20, 2025

**13. Administrative Affairs Committee** *(2 min)* – Vini Montague

- A. Committee Summary
- B. Committee Priorities
- C. Monthly HR Report for November 2024 *(page 215)*
- D. Next meeting: Thursday, February 20, 2025, 6:00 p.m.

**14. Consumer Advisory Committee** *(1 min)* – Juan Hernandez

- A. Committee Summary
- B. Committee Priorities *(page 218)*
- C. Next Meeting: Wednesday, March 5, 2025, 3:00 p.m.

**15. Consumer Services Committee** *(1 min)* – Evelyn McOmie

- A. Committee Summary
- B. Committee Priorities *(page 219)*
- C. Next Meeting Wednesday, February 19, 2025, 6:00 p.m.

**16. Executive Committee** *(1 min)*

- A. Committee Summary
- B. Committee Priorities
- C. Next Meeting Thursday, February 27, 2025, 6:00 p.m.

**17. Government & Community Relations Committee** *(2 min)* – Cathy Blin

- A. Committee Summary
- B. Committee Priorities *(page 220)*
- C. Next Meeting Wednesday, March 19, 2025, 6:00 p.m.

**18. Nominating Committee** *(1 min)* – Curtis Wang

- A. Committee Summary
- B. Committee Priorities
- C. Next Meeting Wednesday, March 5, 2025, 5:30 p.m.





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19. **Post-Retirement Medical Trust Committee** (1 min) –
  - A. No meeting since the October Board Meeting
  - B. Committee Priorities
  - C. Next Meeting Thursday, May 22, 2025, 5:30 p.m.
  
20. **Recruiting Committee**
  
21. **Strategic Planning Committee** (6 min)
  - A. No meeting since the November Board Meeting
  - B. Committee Priorities (page 221)
  - C. Performance Contract Year End Report (page 222)
  - D. Next Meeting Monday, February 24, 2025, 6:00 p.m.
  
22. **Vendor Advisory Committee** (1 min) – Alex Kopilevich
  - A. Committee Summary
  - B. Committee Priorities (page 228)
  - C. Next Meeting Thursday, February 13, 2025, 9:30 a.m. (Hybrid)
  
23. **Old Business/New Business** (5 min)
  - A. Board and Committee Meeting Attendance Sheets (page 229)
  - B. Board and Committee Meetings Time Report
  - C. Updated Acronyms Listing (page 239)
  - D. Meeting Evaluation Form
  
24. **Announcements/Information/Public Input** (3 minutes per comment) (9 min)
  - A. Reference Documents
    1. Board of Trustees Master Calendar (page 245)
    2. Board of Trustees Meeting Schedule (page 257)
    3. Board of Trustees Committee List (page 258)
  - B. Next Meeting: Wednesday, March 12, 2025, 6:00 p.m.
  
25. **Adjournment**
  
26. **Review of Committee Action Log Items (Item Owner and Due Date)**

Please refer to NLACRC's website for the Calendar of Events, which includes a link for the Family Focus Resource Center, for information regarding more support groups, training opportunities, dates, times, and links – [Calendar of Events | NLACRC](#)

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**NLACRC BOARD OF TRUSTEES MEETING  
NOVEMBER 13, 2024, 6:00 P.M.  
MINUTES**

**SANTA CLARITA OFFICE  
25360 MAGIC MOUNTAIN PKWY  
SANTA CLARITA, CALIFORNIA**

**BOARD OF TRUSTEES:**

Ana Quiles, George Alvarado, Nicholas Abrahms, Cathy Blin, Sharmila Brunjes, Kelley Coleman, Leticia Garcia, James Henry, Juan Hernandez, Anna Hurst, Alex Kopilevich, Jennifer Koster, Laura Monge, Andrew Ramirez, Alma Rodriguez, Vivian Seda, Rocio Sigala, Curtis Wang

**ABSENT:**

Brian Gatus

**STAFF:**

Angela Pao-Johnson - Executive Director, Evelyn McOmie, Vini Montague, Betsy Monahan, Megan Mitchell, Chris Whitlock, John Van de Riet, Kim Visokey, Arezo Abedi

**GUESTS:**

Mark Wolfe – DDS Tech. Advisor, Tresa Oliveri – DDS Tech Advisor, Xochitl Gonzalez - DDS Nicholas Mendoza – Board Member Support Staff

**1. CALL TO ORDER**

There being a quorum present, and adequate and proper notice of the meeting having been given, the meeting was called to order at 6:10 p.m.

The Chair shared the mission and vision of the NLACRC and reminded attendees of the Board of Trustees Civility Code.

**2. HOUSEKEEPING**

The Chair noted that Spanish interpretation was available to attendees. Board members and guests on Zoom were reminded to include their full name and affiliation in the Zoom chat.

**3. BOARD MEMBER ATTENDANCE**

Board members were confirmed in attendance in-person or on Zoom.

**4. AGENDA**

Andrew Ramirez requested a motion to add an agenda item regarding the matter between DDS and NLACRC. It was determined this was not an emergent issue and therefore could not be added to the agenda without notice. The Board will have another meeting before December 25, 2024, to discuss the matter.

The Board agreed to defer agenda item No. 6.E.3., consent of the CY 2025 Board of Trustees Training Plan.

**5. PUBLIC INPUT & COMMENTS ON AGENDA**

Guests were reminded to request a Spanish interpreter if required prior to making comments.

There were no public comments on the agenda.

## 6. CONSENT ITEMS

Six out of the Seven Agenda items were presented for approval in the consent agenda.

- October 9, 2024, Board Meeting Minutes.
- Updated Board of Trustees Critical Calendar.
- Updated Committee List
- Updated Bylaws.
- Executive Committee Items:
  - Revised Board Priorities
  - Delegated Conservatorship Policy.

**M/S/C (Curtis Wang / George Alvarado)** To approve the consent items as presented.

Anna Hurst abstained from voting on the approval of October 9, 2024, Board meeting minutes.

## 7. ACTION ITEMS

### 7.1 New Board Member Interview Process

Evelyn McOmie noted that the only change to the interview process since the previous presentation was the interview scoring process.

**M/S/C (George Alvarado / Alex Kopilevich)** To approve the New Board Member Interview Process, as presented.

### 7.2 New Board Member Onboarding Process

This item was deferred.

### 7.3 Board Dinner Venues

Staff presented the Board with five options for the Board dinner, including total cost with some exclusions. The Board noted that it is cognizant of public and staff perception on how much money is spent on Board activities.

Angela Pao-Johnson noted that dinner venue visits could be combined with mandatory partner location visits by Board members.

The Board requested the working group devise an alternate name for the event, as it is not solely for the Board; the event also recognizes consumers and long-tenured employees.

**M/S/C (Rocio Sigala / Cathy Blin)** To direct NLACRC staff to investigate Board dinner venues at partner vendors, or banquet halls.  
James Henry abstained from the vote.

## 8. COMMITTEE BUSINESS

### 8.1 Review of NLACRC Whistleblower Policy

This review was deferred.

### 8.2 Board Contract Policy

Vini Montague informed the Board that Department of Developmental Services (DDS) sent a letter to clarify contract policy. This policy only covers contracts with stated value, not projected or estimated value. Contracts with a stated value of over \$250,000 must be approved by the Board, as before, but the Board will no longer be presented with projected costs. James Henry requested clarification on contracts valued under \$250,000. Vini Montague responded those contracts do not require Board approval, but Community Services compiles a list of new vendorizations for the Board's information.

### **8.3 NLACRC Financials**

Vini Montague reviewed the financial documents included in the October 9, 2024, meeting packet as requested by the Board. The Board noted that it preferred a narrative description of financial activities rather than a line-item report for future presentations.

The Board requested clarification regarding DDS funding procedures. Vini Montague answered that these funds must be used or remitted, but operations surpluses can be directed to select NLACRC funds. The Board inquired how often it will be presented with financial information. Vini Montague replied that the Board receives statements every other month, after the Administrative Affairs Committee has reviewed them. The Board asked about NLACRC's administrative expenditures, which Vini Montague noted are 13.2% of the overall budget, below the DDS's 15% threshold.

### **8.4 Special Contract Language Deliverables**

Angela Pao-Johnson presented a special contract language matrix to the Board with due dates, responsible parties, and deliverables. She noted several deliverables are expected ahead of their deadlines. James Henry asked if deadlines were being met in general. Angela Pao-Johnson expressed confidence in meeting deadlines and shared that DDS was satisfied with granting extensions to allow time for NLACRC staff input.

## **9. EXECUTIVE DIRECTOR'S REPORT**

Angela Pao-Johnson presented the Executive Director's Report. She highlighted the following items:

- NLACRC is currently hiring fewer employees compared to the prior fiscal year and has a lower staff turnover rate.
- NLACRC has cut vacant cases in half over the past ten months.
- DDS has published an online public dashboard, and Board members were encouraged to visit the dashboard.
- Rates set for implementation on January 1, 2025, will reflect the minimum wage increase.
- The DDS is conducting the 2024 National Core Indicators In-Person Survey.
- Working groups on the developmental services master plan recommended improvements in cultural and linguistic competence, community outreach, improved technology, and funding.
- Portions of AB 1147 will be enacted on January 1, 2025, which includes provisions that NLACRC staff cannot accept gifts over \$15, the Executive Director cannot hire family members, and consumers will be able to request their own records, to be delivered within three business days.
- NLACRC has filled 791 positions of an authorized 942, and November hiring is progressing well.
- Consumers served is increasing every month, and quality assurance team visits are ongoing.
- Special contract language working groups have been well attended by staff.

The Board commended the staff for their dedication to the special contract language working groups.

James Henry requested an update on recruitment from California State University, Northridge. Angela Pao-Johnson noted that plans for an internship program with the university are in progress.

#### **10. ITEMS 10-20 REPORTS RECEIVED**

The Board received the following committees reports for information:

- Self-Determination Program.
- Association of Regional Center Agencies.
  - Leticia Garcia noted that the date of the next Association of Regional Center Agencies meeting is incorrect in the agenda; it is scheduled for January 17, 2025.
- Administrative Affairs Committee.
- Consumer Advisory Committee.
  - Juan Hernandez noted that the Consumer Advisory Committee will have more information soon regarding quality control visits.
- Consumer Services Committee.
  - Rocio Sigala invited Board members to attend the next Consumer Services Committee meeting.
- Executive Committee.
  - Ana Quiles noted the agenda for the next Executive Committee meeting will be posted on November 14, 2024.
- Government and Community Relations Committee.
- Nominating Committee.
- Post-Retirement Medical Trust Committee.
- Strategic Planning Committee.
- Vendor Advisory Committee.
  - Alex Kopilevich noted that the date of the next Vendor Advisory Committee is incorrect in the agenda; it is scheduled for January 9, 2025. He shared that meetings will be in-person at the three NLACRC locations on a rotating basis.

#### **21. OLD BUSINESS/NEW BUSINESS**

- The Board's attention was directed to the attendance sheets, meetings time report, and updated acronyms listing in the meeting packet, and the meeting evaluation form emailed separately.

#### **22. ANNOUNCEMENTS/INFORMATION/PUBLIC INPUT**

- The members of the public attending the meeting via teleconference had an opportunity to present their concerns, questions, and comments to the Board. No public input was received.
  
- The date of the next Board of Trustees meeting is January 8, 2025, at 6:00 p.m.

#### **23. ADJOURNMENT**

**The meeting closed at 7:42 p.m.**

#### **24. REVIEW OF ACTION ITEMS**

- NLACRC staff will put out a call for Board members and staff in January to create a working group to investigate Board dinner venue options.

- *The Board Dinner Venue Working Group will include venue locations and photos in the next presentation and will visit partner vendor locations during the search.*
- *The Board Dinner Venue Working Group will propose alternate names for the dinner to the Board.*
  
- *Board members will email Andrew Ramirez any questions or concerns about the financial information, which he can communicate to the committee for it to answer.*
- *Vini Montague will note the frequency of the report ranking regional centers by consumer spending during the next Administrative Affairs Committee meeting and share that information with the Board.*
- *Kimberly Visokey will share the invitation to the CAC holiday gathering with the Board.*

Submitted by:

*Kimberly Visokey*

Executive Administrative Assistant

*(\*) The majority of these minutes are taken from the Minutes Service submission and reviewed/edited as presented herein by NLACRC staff.*



**North Los Angeles County Regional Center  
Board of Trustees**

**Minutes of Special Board of Trustees Meeting  
Wednesday, November 27, 2024  
5:00 pm**

The Board of Trustees of North Los Angeles County Regional Center, Inc., a nonprofit corporation, held a special board meeting via Zoom on **November 27, 2024**

Trustees Present

Ana Quiles -President  
Brian Gatus – First V.P  
Rocio Sigala – Second V.P.  
Alma Rodriguez - Secretary  
Andrew Ramirez - Treasurer  
Leticia Garcia – ARCA Rep  
Sharmila Brunjes- ARCA Alt  
George Alvarado –ARCA CAC Rep  
Juan Hernandez –ARCA CAC Alt  
Nicholas Abrahms  
Cathy Blin  
James Henry  
Jennifer Koster  
Laura Monge  
Curtis Wang

Trustees Absent

Anna Hurst  
Alex Kopilevich – VAC Chair  
Vivian Seda

Staff Present

Angela Pao-Johnson  
Kimberly Visokey  
Arezo Abedi  
John Van de Riet

Guests Present

Tresa Oliveri, DDS Tech  
Mark Wolfe, DDS Tech  
Julie Ocheltree  
Xochitl Gonzalez, DDS  
Nicholas Mendoza

1. **Call to Order & Welcome** – Ana Quiles, Board President  
Ana called the meeting to order at 5:06 pm.
  
2. **Board Member Attendance/Quorum** – Kimberly Visokey, Executive Assistant  
Kimberly took attendance of Board Members; a quorum was present.

**Agenda / Housekeeping**

- A. Spanish Interpretation Available  
Ana informed attendees that instructions for Spanish Interpretation are in the chat.
- B. Public Attendance  
Ana asked public attendants to notate their names and agencies in the chat.

3. **Public Input**
4. **Closed Session**  
**M/S/C (Curtis Wang / Nicholas Abrahms)** To enter the Closed Session at 5:09 pm.

Ana Quiles informed the attendees that the Board will be going into closed session and that it should last about 15 minutes.

**M/S/C (Curtis Wang /Andrew Ramirez)** To exit the Closed Session at 5:44 pm.

**5. Action Item**

A. Member Status Vote

**M/S (Rosie Sigala /Alma Rodriguez)** To remove Vivian Seda from the North Los Angeles County Board of Trustees with cause.

Board Member Jennifer Koster was not present for the closed session discussion regarding the removal of Board Member Vivian Seda. To allow her to have all the necessary information to vote, another closed session.

**Closed Session**

**M/S/C (Curtis Wang / George Alvarado)** To enter the Closed Session at 6:02 pm.

**M/S/C (Curtis Wang / Jennifer Koster)** To exit the Closed Session at 6:11 pm.

Board members present individually received a link to privately cast their vote. Once all members have responded, Alma Rodriguez, Board Secretary and Kimberly Visokey, Board Support, tabulated the responses.

A unanimous decision was approved to remove Vivian Seda from the North Los Angeles County Board of Trustees with cause.

**6. Adjournment**

The meeting adjourned at 6:24 pm.

Submitted by:

*Kimberly Visokey*

Executive Administrative Assistant

*(\* The majority of these minutes are taken from the Minutes Service submission and reviewed/edited as presented herein by NLACRC staff.*



**NLACRC BOARD OF TRUSTEES MEETING  
JANUARY 16, 2025 6:00 P.M.  
MINUTES**

**ZOOM**

**BOARD OF TRUSTEES:**

Ana Quiles, George Alvarado, Nicholas Abrahms, Sharmila Brunjes, Leticia Garcia, Juan Hernandez, Anna Hurst, Alex Kopilevich, Jennifer Koster, Laura Monge, Andrew Ramirez, Alma Rodriguez, Rocio Sigala, Curtis Wang

**ABSENT:**

Alma Rodriguez, Cathy Blin

**STAFF:**

Angela Pao-Johnson - Executive Director, Evelyn McOmie, Vini Montague, Betsy Monahan, Megan Mitchell, Chris Whitlock, John Van de Riet, Kim Visokey, Arezo Abedi, Lindsay Granger, Sandra Rizo, *Arshalous Garlanian, Donna Rentsch, Roy Ortega, Ana Maria Parthenis-Rivas, Victor Vitalis, Silvia Renteria-Haro, Sarah Yap*

**GUESTS:**

Mark Wolfe – DDS Tech. Advisor, Tresa Oliveri – DDS Tech Advisor, Xochitl Gonzalez – DDS, Nicholas Mendoza, Michael Hickman—Musick Peeler & Garrett LLP, Michael Klein—Musick, Peeler & Garrett LLP, Ricky Valle—Interpreter, Giselle Franco—Interpreter, Mark Angela Flores, Fernando Gomez, Ana Hernandez, Jekora Robinson, Judy Mark, Lori Walker, Lillian A. Martinez, Micaela, Elena Tiffany, Elizabeth Tom, Jacqueline Gaytan, Janeth, Jose Javana, Josefina Romo, Kristianna Moralis, Lourdes Rojas, Patricia, Samantha Moreno, Theresa Quary, Venus Rodriguez-Khorassani, Vero, Victoria Berrey, Rebecca Ernewein

**1. CALL TO ORDER**

There being a quorum present, and adequate and proper notice of the meeting having been given, the meeting was called to order at 6:02 p.m.

The Chair shared the mission and vision of the NLACRC and reminded attendees of the Board of Trustees Civility Code.

**2. HOUSEKEEPING**

The Chair noted that Spanish interpretation was available to attendees. Board members and guests on Zoom were reminded to include their full name and affiliation in the Zoom chat.

**3. BOARD MEMBER ATTENDANCE/QUORUM**

Board members were confirmed in attendance on Zoom.

**4. AGENDA – APPROVAL**

**On a motion made by George Alvarado, seconded by Curtis Wang, it was resolved to approve the agenda as presented.**

**5. PUBLIC INPUT & COMMENTS—RESERVED FOR AGENDA ITEMS**

Ana Quiles discussed the actions taken by DDS in response to the Board’s support of Bill AB-1147. Ana Quiles provided an overview of how the Board responded to DDS’s actions, wherein the Board hired an outside agency to perform an investigation.

Ana Quiles expressed gratitude to all members and stated she would resign from the President position for her mental health.

Lori Walker requested that Board or Committee meetings not be scheduled at the same time as the Self-Determination Program (SDP) meetings, noting that members were unable to attend the SDP meeting as a result.

Rosie Sigala further comments on the actions by DDS and expressed concerns about how the actions and response impacted the Committee. Rosie Sigala resigned as the second Vice President.

Andrew Ramirez repeated the concerns expressed by Ana Quiles and Rosie Sigala, and resigned from the role of Board treasurer.

Sharmilla Brunjes agreed to continue the meeting.

## **6. CLOSED SESSION**

**On a motion made by George Alvarado, seconded by Curtis Wang, it was resolved to move to a closed session to discuss ongoing legal matters at 6:18 p.m.**

**On a motion duly made and carried unanimously, it was resolved to terminate the closed session to discuss ongoing legal matters at 6:39 p.m.**

## **7. CONSENT/ACTION ITEMS**

**On a motion duly made and carried unanimously, it was resolved to defer approval of all consent and action items listed to a future meeting.**

## **8. ACTION ITEMS**

### **8.1 Removal of Board President Discussion**

Musick, Peeler, & Garrett LLP confirmed that they were hired to provide a thorough and neutral investigation of the letters provided by DDS, and provided a detailed overview of their investigation. Musick and Peeler confirmed the allegations by DDS were supported by independent evidence, and a summary of conclusions had been provided in the report along with additional recommendations.

Sharmila Brunjes expressed concern over the conclusions. Musick and Peeler confirmed that all conversations had been detailed in the report, while specific statements were not attributed to specific employees to avoid retaliation. Musick and Peeler further emphasized a broad variety of input was received during the investigation.

Sharmila Brunjes stated that a letter of support should have been referenced in a set of minutes from 2023 regarding Bill AB-1147, and Musick and Peeler explained that the investigation determined that the deliberation and analysis had not been robust enough to support the Board's decision to back the bill.

Sharmila Brunjes raised concerns about an alleged smear campaign being directed at trustees, Musick and Peeler confirmed they were not contacted, nor coerced by DDS regarding the results of the investigation.

Laura Monge expressed further critique of the investigation.

## **9. COMMITTEE BUSINESS**

### **9.1 Review Executive Director Performance Evaluation**

Betsy Monahan confirmed that additional redlines may be added due to being unable to approve this meeting's action items. It was suggested that the current bylaws be referenced to ensure the evaluations go through the correct committee, along with including an updated timeline within the evaluation policy. Angela Pao-Johnson noted that the updated bylaws have been approved to go to DDS, but are pending adoption awaiting their response.

Leticia Garcia congratulated Angela Pao-Johnson on their fourth month as Executive Director, and requested that the Board give Angela Pao-Johnson additional time to finalize the three-to-six month check-in on the Board's successes and challenges.

*ACTION—Betsy Monahan will review the 360 feedback mechanisms to confirm if additional recommendations are needed to proceed for 2026, which she will present at a future meeting.*

### **9.2 Retreat Venue and Awards Banquet Workgroup**

*ACTION— Betsy Monahan will e-mail all Board members regarding the Awards Banquet and include the date, planning and volunteer-related information*

## **10. EXECUTIVE DIRECTOR'S REPORT**

Angela Pao-Johnson presented the Executive Director's Report. She highlighted the following items:

- NLACRC gained 72 employees during the fiscal year, 64 of which were CSCs, compared to the 85 employees gained during the 2023-2024 fiscal year.
- Reduced vacant case loads by 64% as over the last 12 months.
- The holiday gift drive was successful with 122 individuals receiving gifts through Board donations.
- Four in-person organization insight forums were hosted, resulting in an average rating of 3.81 for employee satisfaction.
- Pete Cervinka and JaRita B. Pichon were appointed as Director of DDS and the DDS Equity Officer respectively.
- The statewide IPP template has been implanted as of January 1, 2025.
- State budget cash revenues were approximately five billion above current-year projections, noting allocation to prior commitments and caseload growth.
- The total budget is expected to increase by 20.2% to reach approximately 19 billion dollars.
- As of January 1, 2025, service providers will now receive a transitional rate based on 90% of the full-rate model with potential QIPs, noting regional centers and service providers have until March 31, 2025 to finalize their service code alignment, rates and Service Acknowledgement form.
- Master plan work groups have been working diligently.
- The total number of positions filled at the center is 804 out of an authorized 956, with 18 new hires as of December 2024.
- Consultants of the Columbus Organization elected to leave appointments a month earlier than the contract end date, with Person-Centered Consulting to assist with finalizing employee workgroup proposals.
- DDS provided valuable feedback on NLACRC's Plan of Action and Angela Pao-Johnson confirmed efforts have been made to improve.
- A brief overview on outreach efforts was provided.

- Consumer statistics indicate NLACRC has served a total of 38,195 individuals.
- The Quality Assurance team conducted 199 residential visits in December 2024 and 141 unannounced in-person visits.

Angela Pao-Johnson and Anna Hurst expressed gratitude to the team for their overwhelming support during the recent wildfire emergency. They further confirmed that the team will be attending ARCA's Grass Roots event on March 3, 2025 and March 4, 2025, and a legislative town hall scheduled for February 25, 2025 at 6:00 p.m. CST. A legislative breakfast is also being organized with the expected date being in May 2025 or June 2025.

Angela Pao-Johnson confirmed staff retention efforts are initiatives pulled directly from staff's comments and concerns made during various interviews and surveys.

*ACTION—Angela Pao-Johnson is to provide an updated organization chart on the Regional Center to all Board members.*

#### 11. **ITEMS 11-22 REPORTS RECEIVED**

The Board received the following committee reports for information:

- Self-Determination Program.
- Association of Regional Center Agencies.
- Administrative Affairs Committee.
- Consumer Advisory Committee.
- Consumer Services Committee.
- Executive Committee.
- Government and Community Relations Committee.
- Nominating Committee.
- Post-Retirement Medical Trust Committee.
- Recruiting Committee
- Strategic Planning Committee.
- Vendor Advisory Committee.

As reports were presented, the following speakers offered observations and comments:

- Leticia Garcia confirmed no report for the Association of Regional Center Agencies would be provided until the next meeting.
- Alex Kopilevich requested that the next meeting date for the Vendor Advisor Committee be updated to February 13, 2025.

#### 12. **OLD BUSINESS/NEW BUSINESS**

Angela Pao-Johnson confirmed the Meeting Evaluation Form is also a response to DDS's Special Contract Language to help chart progress and improve on specific areas.

#### 13. **ANNOUNCEMENTS/INFORMATION/PUBLIC INPUT**

The members of the public attending the meeting via teleconference had an opportunity to present their concerns, questions, and comments to the Board.

Fernando Gomez expressed that this Board has been the most prolific out of the 20 regional centers, and a strong representative of the community it represents despite the recently faced challenges. Fernando Gomez offered criticism of Musick and Peeler's investigative report and requested that the report be made public.

Lillian A. Martinez expressed significant criticism regarding DDS's handling of recent events and their relationship with NLACRC, and voiced a negative assessment of the investigative report.



Judy Mark expressed concern with the health of the current Board due to the resignations, and stated that NLACRC's role is to support the community and not DDS. They further noted bill AB-1147 was supported by every member of the legislature, state senator and assembly member. They also offered criticisms regarding the investigative report.

Sharmilla Brunjes provided additional insight into the process of the investigative report and noted everyone involved, including the Board members who resigned, agreed for the investigation to take place.

**14. NEXT MEETING**

The date of the next Board of Trustees meeting is February 12, 2025, at 6:00 p.m.

**15. ADJOURNMENT**

The meeting adjourned at 8:03 p.m.

**16. REVIEW OF ACTION ITEMST**

- *Board Support will put out an email with details about the Awards Banquet and Board Retreat Workgroup and that includes dates and volunteer opportunities.*
- *Board members will complete a meeting evaluation form for Board and Committee Meetings, which they will receive after this meeting.*
- *Public Information, Chris Whitlock and John van de Riet, will email details about the ARCA Grassroots event on March 3<sup>rd</sup> and 4<sup>th</sup>*
- *Vendor Advisory Committee will review applications for the four open positions.*
- *Betsy Monahan will update the Executive Director Performance Evaluation timeline for consistency and to research and present 360-degree feedback options for the Executive Director evaluation process by the next Board Meeting or the February Executive Committee meeting.*
- *Nominating Committee to conduct board member interviews.*
- *Angela Pao-Johnson to submit a report on successes and challenges within the next two months as part of the Executive Director onboarding plan.*

Submitted by:

*Lindsay Granger*

Executive Administrative Assistant





# 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>	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>



# North Los Angeles County Regional Center

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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 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”) 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 Board of Trustees on **January 8, 2025**.

NLACRC’s 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 Board of Trustees; (3) the Resolution is in full force and has not been revoked or changed in any way.

\_\_\_\_\_  
Alma Rodriguez, Board Secretary

\_\_\_\_\_  
January 8, 2025  
Date



# 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>	<p>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.</p> <p>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.</p>
4.	<b>The Contract Term</b>	<p>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.</p> <p>The termination or expiration of the Agreement shall not affect the continued enforceability of the documents intended to survive its termination.</p>
5.	<b>The Total Amount of the Contract</b>	<p>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</p>
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.



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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.	<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</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 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”) 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 Board of Trustees on **January 8, 2025**.

NLACRC’s 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 Board of Trustees; (3) the Resolution is in full force and has not been revoked or changed in any way.

\_\_\_\_\_  
Alma Rodriguez, Board Secretary

January 8, 2025  
\_\_\_\_\_  
Date



**SUBMISSION OF POTENTIAL CONFLICT OF INTEREST,**  
**AND**  
**CONFLICT RESOLUTION PLAN**

RODRIGO VALENZUELA– CONSUMER SERVICES COORDINATOR  
NORTH LOS ANGELES COUNTY REGIONAL CENTER

**I. Law Governing Conflicts of Interest**

The prohibition against Regional Center employee conflicts of interest has its origin in section 4626 of the Welfare & Institutions Code. Subsection (d) of said section 4626 provides: “The department shall ensure that no regional center employee or board member has a conflict of interest with an entity that receives regional center funding....”

That general prohibition is explained in more detail in Title 17 of the California Code of Regulations, section 54526 “Positions Creating Conflicts of Interests for Employees, Contractors, Agents and Consultants,” which provides in pertinent part:

- (a) A conflict of interest exists when a Regional Center employee with decision or policy making authority...or family member of such person is any of the following for a business entity, entity, or provider as defined in these regulations:
  - (1) a governing board member
  - (2) a board committee member
  - (3) a director
  - (4) an officer
  - (5) an owner
  - (6) a partner
  - (7) a shareholder
  - (8) a trustee
  - (9) an employee
  - (10) an agent
  - (11) a contractor
  - (12) a consultant
  - (13) holds any position of management
  - (14) has decision or policy making authority. (Emphasis added.)

Section 54505 states that: “Business Entity, Entity or Provider” means any individual or business venture from whom or from which the regional center purchases, obtains or secures goods or services to conduct its operations. These entities or providers include, but are not limited to, residential facilities...”

Further, Section 54533 states:

- (a) When a present or potential conflict of interest is identified for a regional center board member, executive director, employee, contractor, agent, or consultant, the present or potential conflict

shall be either eliminated or mitigated and managed through a Conflict Resolution Plan, or the individual shall resign his or her position with the regional center or regional center governing board.

## **II. Present/Potential Conflict of Mr. Valenzuela**

Rodrigo Valenzuela is a Consumer Services Coordinator at North Los Angeles County Regional Center (hereinafter “NLACRC” or “the Regional Center”). NLACRC Executive Director Angela Pao-Johnson confirms that Mr. Valenzuela continues to work in the Adult Unit position with consumers 22 years of age and older in the San Fernando Valley office. Attached as **Exhibit A** is Mr. Valenzuela’s completed Conflict of Interest Reporting Statement. The facts of this matter are summarized below.

Mr. Valenzuela’s father has a potential financial interest in Regional Center operations by virtue of his role as an ILS Educator for Passport to Learning, Inc., a NLACRC provider.

This document constitutes a disclosure of this conflict, a submission of his Conflict Resolution Plan of action that eliminates any adverse consequences from this relationship, and a request for approval of the Conflict Resolution Plan by DDS.

The first step in this plan was for NLACRC to remove any consumers that have services provided by the Passport to Learning, Inc. from Mr. Valenzuela’s caseload and reassign them to other service coordinators. Additionally, Mr. Valenzuela will remain in the San Fernando Valley Adult Unit 9 as part of this plan.

The second step was to create a basic plan which will prohibit Mr. Valenzuela from participation in any capacity regarding his father’s work as an ILS Educator at Passport to Learning, Inc. Further, he will continue to recuse himself from any actions involving Passport to Learning, Inc., including referrals, staffing participation, and even discussions or recommendations.

The Regional Center believes this Conflict Resolution Plan will resolve and eliminate any adverse consequences from the conflict.

## **III. Facts**

The Conflict Resolution Plan proposed herein was designed to eliminate any adverse consequences from the conflict. To better understand how the plan will eliminate any adverse consequences, this submission will provide the facts regarding Mr. Valenzuela’s duties and responsibilities and any possible interaction with Passport to Learning, Inc., where his father is an employee.

### **A. Mr. Valenzuela’s Position and Duties**

As a Consumer Services Coordinator, Mr. Valenzuela currently performs case management for NLACRC’s Adult consumers 22 years old and older. In this role, he works with numerous vendors offering a variety of services. These vendors are funded at least in part

by the Regional Center. His responsibilities include assisting his assigned consumers in securing services and supports. A copy of his job description is attached as **Exhibit B**.

Mr. Valenzuela's primary duties are as follows:

1. Develops, coordinates and facilitates activities which result in an increased awareness of the services available and rendered to people with developmental disabilities by performing various functions, such as: case consultation, social assessments, resource development, treatment modalities, development of person-centered plans, and coordinating family and consumer diagnosis and treatment techniques. Facilitates the education of consumer's families and service providers regarding available services.

2. Initiates and responds to consumer, family, service provider, and outside agency communications on topics including service eligibility, regional center service standards, regional center methods, generic agency programs and methods, problem resolution. Provides information through a variety of methods. Works collaboratively with consumers, families, others to develop program plans, monitors program results.

3. Provides advocacy services and trains consumers and families in advocacy issues.

4. Maintains required case records and funding and billing records. Produces reports. Participates in Consumer Services and agency committees and groups.

**B. Mr. Valenzuela's Father's Role at Passport to Learning, Inc.**

Mr. Valenzuela's father is an ILS Educator for Passport to Learning, Inc.. Passport to Learning, Inc. is a service provider that provides judicial support services, independent living services, adaptive skills services, supported living services, parental support programs, and competitive integrated employment programs to consumers.

Mr. Valenzuela's father's responsibilities include the following: primarily responsible for assisting a primary consumer with identifying, assessing, analyzing, and evaluating the development of goals related to independent living skills and determine ways to achieve stated objectives and goals. In addition, Mr. Valenzuela's family member participates in daily implementation of goals such as performing tasks that identify consumer needs and determine expectations for attaining independent living skills.

**IV. Conflict Resolution Plan**

The Regional Center and its Executive Director, Angela Pao-Johnson, believe it is in the best interest of the Regional Center to submit a Plan of Action that eliminates any adverse consequences from this relationship and seek approval from DDS.

Under the Conflict Resolution Plan, NLACRC will prohibit Mr. Valenzuela from participation in any case management function that involves the vendor for whom his father works. Further, he will recuse himself from any actions involving the provider, including referrals, staffing participation, and even discussions or recommendations.

The Regional Centers and Mr. Valenzuela's plan of action for resolution of this potential conflict of interest is as follows:

1. Regarding Mr. Valenzuela's case management responsibilities, the agency will not allow his to participate in any development functions that involve Passport to Learning, Inc.
2. Mr. Valenzuela will not participate in the consideration, preparation, review, presentation, formulation or approval of any report, plan, opinion, recommendation or action regarding Passport to Learning, Inc.
3. Mr. Valenzuela will not participate in referrals or placement to this vendor. For any consumer placed with Passport to Learning, Inc., he will not participate in any internal review of such consumer's Individual Program Plan under Welfare and Institutions Code, Section 4646.4, but rather, such tasks will be delegated to another Regional Center employee.
4. Mr. Valenzuela will not review or participate in in any discussions, recommendations, or decisions about Purchase of Service ("POS") authorizations for this vendor.
5. 6. Mr. Valenzuela will not review or in any way participate in the preparation, consideration, or any follow-up related to Special Incident Reports ("SIR"s) from or about this vendor
6. Mr. Valenzuela will not create, review, or in any way participate in, any corrective action plans for this vendor.
7. Mr. Valenzuela will not participate in any discussions, recommendations, action, or resolution of any complaints pertaining to this vendor.
8. Mr. Valenzuela will take no part in vendor appeals, or fair hearings involving Passport to Learning, Inc.
9. Mr. Valenzuela will not access vendor files to Passport to Learning, Inc. either in their electronic or hard copy form.
10. Mr. Valenzuela shall not participate in developing any POS policies that might apply to Passport to Learning, Inc. Instead, these tasks will become the responsibility of his supervisor.
11. Mr. Valenzuela will not be involved in the negotiation, discussion, obligation or commitment of NLACRC to a course of action involving Passport to Learning, Inc.
12. The NLACRC management staff, as appropriate will be informed about this Plan of Action, and they will be informed of the need to ensure that Mr. Valenzuela is not involved whatsoever in any action or business whatsoever involving or affecting Passport to Learning, Inc.
13. NLACRC will communicate to Mr. Valenzuela's co-workers as appropriate to inform them of the details of this Action Plan and the need to ensure that Mr. Valenzuela plays no role whatsoever in any action involving or affecting Passport to Learning,

Inc.

14. These restrictions only apply to Passport to Learning, Inc. The bulk of his duties regarding other vendors will remain unchanged, unless work for another vendor would in any way impact Passport to Learning, Inc. This amounts to a reassignment of a small portion of his duties and will not reduce the value and productivity that Mr. Valenzuela provides to NLACRC.

15. NLACRC will inform its Board of Directors regarding this waiver.

16. Further, Mr. Valenzuela will continue to be a vital, effective part of the NLACRC team after the elimination of all his duties and any possible role regarding Passport to Learning, Inc. As noted above, his duties will still be considerable and substantial regarding the consumers he provides services for, and regarding the vendors that he interacts with who are unrelated to Passport to Learning, Inc.

17. If one of Mr. Valenzuela's consumers' needs referral to the type of services Passport to Learning, Inc. provides, he will not make any recommendation or provide any description of options, but will require his supervisor, Monica Esquivel, to take on that task and describe the options available to the consumer and family. Additionally, if the consumer utilizes a service provided by Passport to Learning, Inc., the case will be transferred to another service coordinator.

18. Finally, NLACRC will also ensure that Passport to Learning, Inc. as appropriate is informed of this Plan to ensure that there is no contact between Mr. Valenzuela and either Passport to Learning, Inc. or his father on business matters.

## V. Request For Waiver

For the reasons provided above, and in accordance with the Conflict Resolution Plan set forth above, North Los Angeles County Regional Center hereby requests that DDS approve the Conflict Resolution Plan in this matter.


Respectfully submitted,

By: *Rodrigo Valenzuela*  
Rodrigo Valenzuela (Nov 20, 2024 08:43 PST)  
Rodrigo Valenzuela, Consumer Services Coordinator

Date: 20/11/2024

By: *Monica Esquivel*  
Monica Esquivel (Nov 21, 2024 09:00 PST)  
Monica Esquivel, Consumer Services Supervisor

Date: 20/11/2024

By:   
Angela Pao-Johnson (Nov 12, 2024 15:39 PST)  
\_\_\_\_\_  
Angela Pao-Johnson, Executive Director, NLACRC

Date: 12/11/2024  
\_\_\_\_\_












# Valenzuela, R. - COI Resolution Plan 2024


Final Audit Report

2024-11-21

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Status:	Signed
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## "Valenzuela, R. - COI Resolution Plan 2024" History

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 Document e-signed by Monica Esquivel (mesquivel@nlacrc.org)

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 Agreement completed.

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Exhibit A

Reset Form

**CONFLICT OF INTEREST REPORTING STATEMENT  
DS 6016 (Rev. 08/2013)**

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A “conflict of interest” generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

**A. INFORMATION OF REPORTING INDIVIDUAL**

Name: Rodrigo Valenzuela Regional Center: North Los Angeles County Regional Center

**Regional Center Position/Title:**  Governing Board Member  Executive Director  
 Vendor Advisory Committee sitting on Board  Employee  
 Contractor  Agent  Consultant

**Reporting Status:**  Annual  New Appointment (date): \_\_\_\_\_  
 Change of Status<sup>1</sup>

If a change in status, date and circumstance of change in status:  
 n/a

1. Please list your job title and describe your job duties at the regional center.  
 Service Coordinator

<sup>1</sup> Change of status includes a previously unreported activity that should have been reported, change in the circumstance of a previously reported activity, change in financial interest, familial relationship, legal commitment, change in regional center position or duties, change in regional center, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

<input type="checkbox"/>	Governing Board Member
<input type="checkbox"/>	Vendor Advisory on Board
<input type="checkbox"/>	Executive Director
<input checked="" type="checkbox"/>	Employee/Other

2. Do you or a family member<sup>2</sup> work for any entity or organization that is a regional center provider or contractor?  
 yes  no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers. If the provider or contractor is a state or local governmental entity, provide the specific name of the state or local governmental entity and describe your job duties at the state or local governmental entity.

Passport to Learning - ILS Support

3. Do you or a family member own or hold a position<sup>3</sup> in an entity or organization that is a regional center provider or contractor?  yes  no -- If yes, provide the name of the entity or organization, describe what services it provides for the regional center or regional center consumers, and describe your or your family member's financial interest.

4. Are you a regional center advisory committee board member?  yes  no -- If yes, are you a member of the governing board or owner or employee of an entity or organization that provides services to the regional center or regional center consumers?  yes  no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers.

5. If you are a regional center advisory committee board member and answered yes to all the questions in Question 4 above, do any of the following apply to you: (a) are you an officer of the regional center board; (b) do you vote on purchasing services from a regional center provider; or (c) do you vote on matters where you might have a financial interest?  yes  no -- If yes, please explain.

---

<sup>2</sup> Family member includes your spouse, domestic partner, parents, stepparents, grandparents, siblings, stepsiblings, children, stepchildren, grandchildren, parent-in-laws, brother-in-laws, sister-in-laws, son-in-laws and daughter-in-laws. See California Code of Regulations, title 17, sections 54505(f).

<sup>3</sup> For purposes of this question, hold a position generally means that you or a family member is a director, officer, owner, partner, employee, or shareholder of an entity or organization that is a regional center provider or contractor. For a specific description of positions that create a conflict of interest in a regional center provider or contractor see the California Code of Regulations, title 17, sections 54520 and 54526.

- |                                                    |
|----------------------------------------------------|
| <input type="checkbox"/> Governing Board Member    |
| <input type="checkbox"/> Vendor Advisory on Board  |
| <input type="checkbox"/> Executive Director        |
| <input checked="" type="checkbox"/> Employee/Other |

6. Do any of the decisions you make when performing your job duties with the regional center have the potential to financially benefit you or a family member<sup>4</sup>? [Note: Governing board members do not have to answer “yes” to this question if the financial benefit would be available to regional center consumers or their families generally].  
 yes  no -- If yes, please explain.

7. Are you responsible for negotiating, making,<sup>5</sup> executing or approving contracts on behalf of the regional center?  yes  no -- If yes, please explain.

8. Do you have a financial interest in any contract<sup>6</sup> with the regional center?  yes  no -- If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center?  yes  no -- If yes, please explain.

9. Do any of your family members have a financial interest in any contract with the regional center?  yes  no  
 If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center?  yes  no  
 If yes, please explain.

---

<sup>4</sup> Generally, a decision can financially benefit you or a family member if the decision can either directly or indirectly cause you or a family member to receive a financial gain or avoid a financial loss. For a specific description of the types of decisions that can result in a financial benefit to you or a family member see the California Code of Regulations, title 17, sections 54522 and 54527.

<sup>5</sup> California Code of Regulations, title 17, sections 54523(b)(2) and 54528(b)(2) describes the types of conduct which constitute involvement in the making of a contract.

<sup>6</sup> For purposes of questions 8 and 9, a financial interest in a contract generally means any direct or indirect interest in a contract that can cause you or a family member to receive any sort of financial gain or avoid any sort of financial loss irrespective of the dollar amount. California Code of Regulations, title 17, sections 54523 and 54528 define when financial interests in a contract will occur.

<input type="checkbox"/>	Governing Board Member
<input type="checkbox"/>	Vendor Advisory on Board
<input type="checkbox"/>	Executive Director
<input checked="" type="checkbox"/>	Employee/Other

10. Do you evaluate employment applications or contract bids that are submitted by your family member(s)?  
 yes  no -- If yes, please explain.

11. Your job duties require you to act in the best interests of the regional center and regional center consumers. Do you have any circumstances or other financial interests not already discussed above that would prevent you from acting in the best interests of the regional center or its consumers?  yes  no -- If yes, please explain.

---

**B. ATTESTATION**

---

I Rodrigo Valenzuela (print name) HEREBY CONFIRM that I have read and understand the regional center’s Conflict of Interest Policy and that my responses to the questions in this Conflict of Interest Reporting Statement are complete, true, and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this statement is not accurate or that I have not complied with the regional center’s Conflict of Interest Policy or the applicable conflict of interest laws, I will notify the regional center’s designated individual immediately. I understand that knowingly providing false information on this Conflict of Interest Reporting Statement shall subject me to a civil penalty in an amount up to fifty thousand dollars (\$50,000) pursuant to Welfare and Institutions Code section 4626.

Signature Rodrigo Valenzuela Digitally signed by Rodrigo Valenzuela Date: 2024.10.14 10:22:41 -07'00' Date 10/14/2024

**INTERNAL USE ONLY**

Date this Statement was received by Reviewer: \_\_\_\_\_

The reporting individual  does  does not have a  present  potential conflict of interest

Signature of Designated Reviewer 	Date Review Completed 10/15/2024
-------------------------------------------------------------------------------------------------------------------------	-------------------------------------



# North Los Angeles County Regional Center

Main 818-778-1900 • Fax 818-756-6140 | 9200 Oakdale Avenue #100, Chatsworth, CA 91311 | [www.nlacrc.org](http://www.nlacrc.org)

## Exhibit B

### **CONSUMER SERVICES COORDINATOR**

---

#### **The Organization**

North Los Angeles County Regional Center "NLACRC" is a private, non-profit agency that is contracted with the State of California, Department of Developmental Services, to provide services to individuals with intellectual and developmental disabilities. NLACRC is one of the largest regional centers in California and has proudly served the San Fernando Valley, Santa Clarita Valley, and Antelope Valley since 1974. We serve individuals across the lifespan from infants and toddlers, school age children, transition-age youth, to adults and aging adults.

#### **Supervision**

Receives supervision from Consumer Services Supervisors/Managers.

#### **The Position and Job Summary**

Provides information, advocacy, and service arrangement for consumers and families.

- Participation in the development of program plans for individuals; monitoring and evaluating these plans and revising them as necessary.
- Identify and coordinate services for individuals and their families.
- Documentation, completing forms and reports in accordance with regulations and NLACRC policies and procedures.
- Serve as an advocate for individuals served by community agencies.
- Schedule and attend interdisciplinary meetings with individuals served, family members, service providers, advocates, etc.
- Identify barriers to service delivery and implement culturally sensitive strategies that embody empathy, trust, and respect; comfort working in underserved and non-traditional office settings to meet our community needs.
- Rotate officer-of-the-day duties with other Service Coordinators; assisting co-workers with special projects and unique situations; provide case-coverage as needed; and providing emergency on-call services when required.

#### **Employment Standards**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

#### **Education & Experience**

Bachelor's degree in psychology, social work, sociology, or related human services field and two years of related experience. A Master's degree in a related subject may be substituted for experience.



# North Los Angeles County Regional Center

Main 818-778-1900 • Fax 818-756-6140 | 9200 Oakdale Avenue #100, Chatsworth, CA 91311 | [www.nlacrc.org](http://www.nlacrc.org)

## **Skills and Abilities**

Understanding of family systems and appreciation for person-centered planning and thinking; empowering individuals to achieve their goals. Knowledge of intellectual and developmental disabilities, good organizational skills, demonstrated ability to work independently and cooperatively as a part of an interdisciplinary team, excellent verbal and written communication skills, and proficiency with MS Word and MS Outlook.

## **Essential Requirements**

Service coordination is a community-based position that requires meeting with individuals served and their families in their homes, in the community, or in our office location. Must be comfortable working with a high degree of independence. Frequent telephone, virtual, and out-of-office meetings required. Valid California Driver's License and reliable transportation, or acceptable substitute, required.

## **NLACRC Offers an Excellent Benefits Package**

We offer employees a variety of health and dental plans:

- Health Insurance - NLACRC pays the full cost of coverage for certain Medical plans for employee only. We also provide a generous contribution to additional plans that the employee may select for employee only or employee and dependents costs.
- Dental Insurance – NLACRC pays the full cost of the Dental DMO Plan for employees and eligible dependents. We also offer a Dental PPO plan with a low employee monthly contribution for employees and eligible dependents
- Pre-Tax Flexible Spending Account for eligible health care expenses
- Pre-Tax Dependent Care Flexible Spending Account for eligible dependent care expenses
- No cost Life, Accidental Death & Disability, Long Term Disability Insurance for employees
- No cost Vision plan for employees and eligible dependents
- Retirement plan - NLACRC is a member of CalPERS which is a defined benefit plan that provides a monthly retirement allowance for eligible employees
- NLACRC offers two (2) deferred compensation plans - 457 and 403(b)
- Participate in the Public Service Loan Forgiveness program
- Paid Time Off – Eligible for 3 weeks of accrued vacation in the first year, 8 hours per month sick time, education, wellness, and sabbatical time
- Holidays – NLACRC offers 12 paid holidays throughout the year
- Most positions are offered a hybrid – remote option

Please note that benefit costs are pro-rated for part-time employees.

## **Professional Development Opportunities & Growth**



# North Los Angeles County Regional Center

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NLACRC values the professional development of staff! Variety of career paths for entry-level management positions for those seeking leadership opportunities in the social services field.

## **Diversity, Equity, and Inclusion**

At NLACRC, we value and celebrate diversity! In September 2021, NLACRC launched an initiative to enhance and strengthen our commitment to diversity and belonging.

## **Compensation**

This position is a non - exempt.

NLACRC is an equal opportunity employer. Further, NLARC will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of the City of Los Angeles' Fair Chance Initiative for Hiring Ordinance.

**NOTIFICATION OF POTENTIAL CONFLICT OF INTEREST,**  
**AND**  
**RE-SUBMISSION OF CONFLICT OF INTEREST RESOLUTION PLAN**

MELISSA CHRISTEL - SERVICE COORDINATOR  
NORTH LOS ANGELES COUNTY REGIONAL CENTER

**I. Law Governing Conflicts of Interest**

The prohibition against Regional Center employee conflicts of interest has its origin in section 4626 of the Welfare & Institutions Code. Subsection (d) of said section 4626 provides: "The department shall ensure that no regional center employee or board member has a conflict of interest with an entity that receives regional center funding "

That general prohibition is explained in more detail in Title 17 of the California Code of Regulations, section 54526 "Positions Creating Conflicts of Interests for Employees, Contractors, Agents and Consultants," which provides in pertinent part:

(a) A conflict of interest exists when a Regional Center employee with decision or policy making authority ... or family member of such person is any of the following for a business entity, entity, or provider as defined in these regulations:

- (1) a governing board member
- (2) a board committee member
- (3) a director
- (4) an officer
- (5) an owner
- (6) a partner
- (7) a shareholder
- (8) a trustee
- (9) an employee
- (10) an agent
- (11) a contractor
- (12) a consultant
- (13) holds any position of management
- (14) has decision or policy making authority. (Emphasis added.)

Section 54505 states that: "Business Entity, Entity or Provider" means any individual or business venture from whom or from which the regional center purchases, obtains or secures goods or services to conduct its operations. These entities or providers include, but are not limited to, residential facilities "

Further, Section 54533 states:

(a) When a present or potential conflict of interest is identified for a regional center board member, executive director, employee,



contractor, agent, or consultant, the present or potential conflict shall be either eliminated or mitigated and managed through a Conflict Resolution Plan, or the individual shall resign his or her position with the regional center or regional center governing board.

## **II. Potential Conflict of Ms. Christel**

Melissa Christel is a Service Coordinator at North Los Angeles County Regional Center (hereinafter "NLACRC" or "the Regional Center") currently in a Adult Age Unit (consumers who are 18 years of age and over and are no longer receiving services through LAUSD) in the San Fernando Valley office. NLACRC Executive Director Angela Pao-Johnson confirms that Ms. Christel is a productive and valued employee. Attached as **Exhibit A** is Ms. Christel's completed Conflict of Interest Reporting Statement. As part of the submitted Conflict Resolution Plan, she will remain in her Adult Age position.

Ms. Christel's sister, [REDACTED], has a potential financial interest in Regional Center operations by virtue of her role as a respite provider for Libertana Home Health, a NLACRC In-Home Respite Services provider in the Antelope Valley, Santa Clarita Valley and San Fernando Valley areas.

This document constitutes a submission of the disclosure of this conflict, a plan of action to eliminate any adverse consequences from this relationship, and a request for waiver of the conflict from DDS.

As set forth below, the plan to mitigate this conflict is for Ms. Christel to continue to remain in the Adult Age division in San Fernando where she currently works, since she currently has no consumers on her caseload that use Libertana Home Health. Also, she does not interact with her sister, who works for Libertana Home Health as a respite provider in the San Fernando Valley.

## **III. Facts**

The submitted plan of action proposed herein is designed to eliminate any adverse consequences from the conflict. To better understand how the plan will eliminate any adverse consequences, this request will first provide the facts regarding Ms. Christel's duties and responsibilities and any possible interaction with Libertana Home Health, where her sister is a respite worker.

### **A. Ms. Christel's Position and Duties**

As a Service Coordinator, Ms. Christel performs case management for NLACRC's Adult Aged consumers (consumers who are 18 years of age and over and are no longer receiving services through LAUSD). In this role, she works with numerous vendors offering a variety of services, including behavioral, respite, social skills, and adaptive skill-training. These vendors are funded at least in part by the Regional Center. Her responsibilities

include assisting her assigned consumers in securing services and supports. A copy of her job description is attached as **Exhibit B**.

Ms. Christel's primary duties are as follows:

1. Develops, coordinates and facilitates activities for the Adult Age Unit (consumers who are 18 years of age and over and are no longer receiving services through LAUSD), which results in an increased awareness of the services available and rendered to people with developmental disabilities.

2. Performs various functions such as: initiates and responds to consumer, family, service provider, and outside agency communications on topics including service eligibility, regional center service standards, regional center methods, generic agency programs and methods as well as problem resolution. Provides information through a variety of methods. Works collaboratively with consumers, families, others to develop program plans, monitors program results.

3. Provides advocacy services and trains consumers and families in advocacy issues. Schedules and attends interdisciplinary meetings with individuals served, family members, service providers, advocates, etc.

4. Maintains required case records and funding and billing records. Responsible for documentation, completing forms and producing reports.

Under the suggested Plan of Action, Ms. Christel will remain in the Adult unit, and accordingly have no role or involvement whatsoever with any matter that might conceivably impact Libertana Home Health or her sister's work as a respite provider.

**B. Ms. Christel's Sister's Role at Libertana Home Health**

Ms. Christel's sister, [REDACTED] is a respite worker for Libertana Home Health. In this capacity, she only provides respite services for her brothers who reside in the San Fernando Valley. She provides no additional respite services.

Libertana Home Health's purpose is to provide families with In-Home Respite Services. Libertana Home Health serves the Antelope Valley, Santa Clarita Valley and San Fernando Valley areas. As a vendor of NLACRC, it is currently authorized to provide such services.

**IV. Submission of Conflict Resolution Plan**

The Regional Center and its Executive Director, Angela Pao-Johnson, have concluded that Ms. Christel provides great value to the consumers of NLACRC. After consideration of the totality of the circumstances and a careful review of the facts, the Executive Director believes it is in the best interests of the Regional Center to submit the Conflict Resolution Plan to eliminate any adverse consequences from this relationship and seek approval of this plan by DDS.

Initially, the first step in the Conflict Resolution Plan is to allow Ms. Christel to continue to remain in the Adult Age position and she will have no business interaction with her sister, who provides respite services for her brothers. This will eliminate any instance in which Ms. Christel would have to interact with her sister regarding her sister's services or other available services.

The second part of the plan is to insulate Ms. Christel from any involvement whatsoever with any interaction or dealing with Libertana Home Health. She currently does not perform any duties that potentially relate to Libertana Home Health. Ms. Christel manages an entire caseload of Adult Age consumers and works with numerous vendors on a variety of services, none of whom use this vendor.

Additionally, Ms. Christel role as well as the role of other Consumer Services Coordinators as it relates to respite vendors is solely an administrative function in which a list of vendors who provide respite services is given to the family and consumer, it is then their responsibility for selecting a vendor that can best fit their needs. Ms. Christel does not offer any recommendations or opinion in the selection of respite vendors and will continue in this practice.

Further, as the Conflict Resolution Plan details below, when any of the consumers in her caseload desire, require or uses the services Libertana Home Health provides, Ms. Christel will agree to immediately notify her supervisor, Sheila Gavrilof, who will then reassign the case to another Consumer Services Coordinator.

The Regional Center's and Ms. Christel's submission of her plan of action for resolution of this potential conflict of interest is as follows:

1. Ms. Christel will remain in NLACRC's Adult Age Program in the San Fernando Valley Office and ensure that there is no interaction with her sister at Libertana Home Health in a business setting.

2. Ms. Christel will, in every conceivable manner, continue to avoid interacting with Libertana Home Health or those who do interact with Libertana Home Health on any matter regarding Libertana Home Health's business matters.

3. Ms. Christel will not participate in the consideration, preparation, review, presentation, formulation or approval of any report, plan, opinion, recommendation or action regarding Libertana Home Health.

4. Ms. Christel will not participate in referrals or placement to this vendor. For any consumer placed with Libertana Home Health, she will not participate in any internal review of such consumer's Individual Program Plan under Welfare and Institutions Code, Section 4646.4, but rather, such tasks will be delegated to another Regional Center employee.

5. Ms. Christel will not review or participate in any discussions, recommendations, or decisions about Purchase of Service authorizations for this vendor.

6. Ms. Christel will not review or in any way participate in the preparation, consideration, or any follow-up related to Special Incident Reports (“SIRs”) from or about this vendor.

7. Ms. Christel will not create, review, or in any way participate in, any corrective action plans for this vendor.

8. Ms. Christel will not participate in any discussions, recommendations, action, or resolution of any complaints pertaining to this vendor.

9. Ms. Christel will take no part in vendor appeals, or fair hearings involving Libertana Home Health.

10. Ms. Christel will not access vendor files to Libertana Home Health either in their electronic or hard copy form.

11. Ms. Christel shall not participate in developing any Purchase of Service (“POS”) policies that might apply to Libertana Home Health. Instead, these tasks will become the responsibility of her supervisor.

12. Ms. Christel will not be involved in the negotiation, discussion, obligation or commitment of NLACRC to a course of action involving Libertana Home Health.

13. The NLACRC management staff will be informed about this Plan of Action, and they will be informed of the need to ensure that Ms. Christel is not involved whatsoever in any action or business whatsoever involving or affecting Libertana Home Health.

14. NLACRC will communicate to Ms. Christel's coworkers as appropriate to inform them of the details of this Plan of Action and the need to ensure that Ms. Christel plays no role whatsoever in any action involving or affecting Libertana Home Health.

15. These restrictions only apply to Libertana Home Health. The bulk of her duties regarding other vendors will remain unchanged, unless work for another vendor would in any way impact Libertana Home Health. This amounts to a reassignment of a small portion of her duties and will not reduce the value and productivity that Ms. Christel provides to NLACRC.

16. NLACRC has provided information to its Board of Directors regarding this waiver.

17. Further, Ms. Christel will continue to be a vital, effective part of the NLACRC team after the elimination of all her duties and any possible role regarding Libertana Home Health. As noted above, her duties will still be considerable and substantial regarding the consumers she provides services for, and with regard to the vendors that she interacts with who are unrelated to Libertana Home Health.

18. If one of Ms. Christel's consumers needs referral to the type of services Libertana Home Health provides, she will not make any recommendation. If there is any additional information required by the consumer and family, NLACRC will require her supervisor, Sheila Gavrilof, to take on that task and describe the options available to the consumer and family.

19. Finally, NLACRC will also ensure that Libertana Home Health as appropriate is informed of this Plan to ensure that there is no contact between Ms. Christel and either her sister, Marguerite Casteen or Libertana Home Health on business matters.

**V. Request Approval of Conflict Resolution Plan**

For the reasons provided above, and in accordance with the Conflict Resolution Plan set forth above, North Los Angeles County Regional Center hereby requests that DDS approve the Conflict Resolution Plan in this matter.

Respectfully submitted,

By: *Melissa Christel*  
Melissa Christel (Nov 5, 2024 14:43 PST)  
Melissa Christel, Service Coordinator

Date: 05/11/2024

By: *Sheila Gavrilof*  
Sheila Gavrilof, Consumer Services Supervisor

Date: 05/11/2024

By: *Angela Pao-Johnson*  
Angela Pao-Johnson (Nov 6, 2024 05:45 PST)  
Angela Pao-Johnson, Executive Director, NLACRC

Date: 06/11/2024












# Christel, M. - COI Resolution Plan 2024

Final Audit Report

2024-11-06

Created:	2024-10-29
By:	Betsy Monahan (bmonahan@nlacrc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqwdMYvixkVH3TVbrDsa2-FJCuhrqj12q

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✔ Agreement completed.

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Reset Form

CONFLICT OF INTEREST REPORTING STATEMENT
DS 6016 (Rev. 08/2013)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: Melissa Christel Regional Center: North Los Angeles County Regional Center

Regional Center Position/Title: [ ] Governing Board Member [ ] Executive Director
[ ] Vendor Advisory Committee sitting on Board [x] Employee
[ ] Contractor [ ] Agent [ ] Consultant

Reporting Status: [x] Annual [ ] New Appointment (date):
[ ] Change of Status^1

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center.

Consumer Service Coordinator- Monitor cases, hold planning meetings, assess for needs, arrange for services and monitor progress.

1 Change of status includes a previously unreported activity that should have been reported, change in the circumstance of a previously reported activity, change in financial interest, familial relationship, legal commitment, change in regional center position or duties, change in regional center, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).



<input type="checkbox"/>	Governing Board Member
<input type="checkbox"/>	Vendor Advisory on Board
<input type="checkbox"/>	Executive Director
<input checked="" type="checkbox"/>	Employee/Other

2. Do you or a family member<sup>2</sup> work for any entity or organization that is a regional center provider or contractor?  
 yes  no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers. If the provider or contractor is a state or local governmental entity, provide the specific name of the state or local governmental entity and describe your job duties at the state or local governmental entity.

Libertana- respite and PA provider

3. Do you or a family member own or hold a position<sup>3</sup> in an entity or organization that is a regional center provider or contractor?  yes  no -- If yes, provide the name of the entity or organization, describe what services it provides for the regional center or regional center consumers, and describe your or your family member's financial interest.

4. Are you a regional center advisory committee board member?  yes  no -- If yes, are you a member of the governing board or owner or employee of an entity or organization that provides services to the regional center or regional center consumers?  yes  no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers.

5. If you are a regional center advisory committee board member and answered yes to all the questions in Question 4 above, do any of the following apply to you: (a) are you an officer of the regional center board; (b) do you vote on purchasing services from a regional center provider; or (c) do you vote on matters where you might have a financial interest?  yes  no -- If yes, please explain.

---

<sup>2</sup> Family member includes your spouse, domestic partner, parents, stepparents, grandparents, siblings, stepsiblings, children, stepchildren, grandchildren, parent-in-laws, brother-in-laws, sister-in-laws, son-in-laws and daughter-in-laws. See California Code of Regulations, title 17, sections 54505(f).

<sup>3</sup> For purposes of this question, hold a position generally means that you or a family member is a director, officer, owner, partner, employee, or shareholder of an entity or organization that is a regional center provider or contractor. For a specific description of positions that create a conflict of interest in a regional center provider or contractor see the California Code of Regulations, title 17, sections 54520 and 54526.

- |                                                    |
|----------------------------------------------------|
| <input type="checkbox"/> Governing Board Member    |
| <input type="checkbox"/> Vendor Advisory on Board  |
| <input type="checkbox"/> Executive Director        |
| <input checked="" type="checkbox"/> Employee/Other |

6. Do any of the decisions you make when performing your job duties with the regional center have the potential to financially benefit you or a family member<sup>4</sup>? [Note: Governing board members do not have to answer “yes” to this question if the financial benefit would be available to regional center consumers or their families generally].  
 yes  no -- If yes, please explain.

7. Are you responsible for negotiating, making,<sup>5</sup> executing or approving contracts on behalf of the regional center?  yes  no -- If yes, please explain.

8. Do you have a financial interest in any contract<sup>6</sup> with the regional center?  yes  no -- If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center?  yes  no -- If yes, please explain.

9. Do any of your family members have a financial interest in any contract with the regional center?  yes  no  
 If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center?  yes  no  
 If yes, please explain.

---

<sup>4</sup> Generally, a decision can financially benefit you or a family member if the decision can either directly or indirectly cause you or a family member to receive a financial gain or avoid a financial loss. For a specific description of the types of decisions that can result in a financial benefit to you or a family member see the California Code of Regulations, title 17, sections 54522 and 54527.

<sup>5</sup> California Code of Regulations, title 17, sections 54523(b)(2) and 54528(b)(2) describes the types of conduct which constitute involvement in the making of a contract.

<sup>6</sup> For purposes of questions 8 and 9, a financial interest in a contract generally means any direct or indirect interest in a contract that can cause you or a family member to receive any sort of financial gain or avoid any sort of financial loss irrespective of the dollar amount. California Code of Regulations, title 17, sections 54523 and 54528 define when financial interests in a contract will occur.

<input type="checkbox"/> Governing Board Member
<input type="checkbox"/> Vendor Advisory on Board
<input type="checkbox"/> Executive Director
<input checked="" type="checkbox"/> Employee/Other

10. Do you evaluate employment applications or contract bids that are submitted by your family member(s)?  
 yes  no -- If yes, please explain.

11. Your job duties require you to act in the best interests of the regional center and regional center consumers. Do you have any circumstances or other financial interests not already discussed above that would prevent you from acting in the best interests of the regional center or its consumers?  yes  no -- If yes, please explain.

---

**B. ATTESTATION**

---

I Melissa Christel (print name) HEREBY CONFIRM that I have read and understand the regional center’s Conflict of Interest Policy and that my responses to the questions in this Conflict of Interest Reporting Statement are complete, true, and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this statement is not accurate or that I have not complied with the regional center’s Conflict of Interest Policy or the applicable conflict of interest laws, I will notify the regional center’s designated individual immediately. I understand that knowingly providing false information on this Conflict of Interest Reporting Statement shall subject me to a civil penalty in an amount up to fifty thousand dollars (\$50,000) pursuant to Welfare and Institutions Code section 4626.

Signature Melissa Christel Digitally signed by Melissa Christel  
Date: 2024.10.14 14:06:31 -07'00' Date \_\_\_\_\_

INTERNAL USE ONLY	
Date this Statement was received by Reviewer: _____	
The reporting individual <input checked="" type="checkbox"/> does <input type="checkbox"/> does not have a <input checked="" type="checkbox"/> present <input checked="" type="checkbox"/> potential conflict of interest	
Signature of Designated Reviewer <i>Betsy Homan</i>	Date Review Completed 10/15/2024



# North Los Angeles County Regional Center

Main 818-778-1900 • Fax 818-756-6140 | 9200 Oakdale Avenue #100, Chatsworth, CA 91311 | [www.nlacrc.org](http://www.nlacrc.org)

## Exhibit B

### **CONSUMER SERVICES COORDINATOR**

---

#### **The Organization**

North Los Angeles County Regional Center "NLACRC" is a private, non-profit agency that is contracted with the State of California, Department of Developmental Services, to provide services to individuals with intellectual and developmental disabilities. NLACRC is one of the largest regional centers in California and has proudly served the San Fernando Valley, Santa Clarita Valley, and Antelope Valley since 1974. We serve individuals across the lifespan from infants and toddlers, school age children, transition-age youth, to adults and aging adults.

#### **Supervision**

Receives supervision from Consumer Services Supervisors/Managers.

#### **The Position and Job Summary**

Provides information, advocacy, and service arrangement for consumers and families.

- Participation in the development of program plans for individuals; monitoring and evaluating these plans and revising them as necessary.
- Identify and coordinate services for individuals and their families.
- Documentation, completing forms and reports in accordance with regulations and NLACRC policies and procedures.
- Serve as an advocate for individuals served by community agencies.
- Schedule and attend interdisciplinary meetings with individuals served, family members, service providers, advocates, etc.
- Identify barriers to service delivery and implement culturally sensitive strategies that embody empathy, trust, and respect; comfort working in underserved and non-traditional office settings to meet our community needs.
- Rotate officer-of-the-day duties with other Service Coordinators; assisting co-workers with special projects and unique situations; provide case-coverage as needed; and providing emergency on-call services when required.

#### **Employment Standards**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

#### **Education & Experience**

Bachelor's degree in psychology, social work, sociology, or related human services field and two years of related experience. A Master's degree in a related subject may be substituted for experience.



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## Skills and Abilities

Understanding of family systems and appreciation for person-centered planning and thinking; empowering individuals to achieve their goals. Knowledge of intellectual and developmental disabilities, good organizational skills, demonstrated ability to work independently and cooperatively as a part of an interdisciplinary team, excellent verbal and written communication skills, and proficiency with MS Word and MS Outlook.

## Essential Requirements

Service coordination is a community-based position that requires meeting with individuals served and their families in their homes, in the community, or in our office location. Must be comfortable working with a high degree of independence. Frequent telephone, virtual, and out-of-office meetings required. Valid California Driver's License and reliable transportation, or acceptable substitute, required.

## NLACRC Offers an Excellent Benefits Package

We offer employees a variety of health and dental plans:

- Health Insurance - NLACRC pays the full cost of coverage for certain Medical plans for employee only. We also provide a generous contribution to additional plans that the employee may select for employee only or employee and dependents costs.
- Dental Insurance – NLACRC pays the full cost of the Dental DMO Plan for employees and eligible dependents. We also offer a Dental PPO plan with a low employee monthly contribution for employees and eligible dependents
- Pre-Tax Flexible Spending Account for eligible health care expenses
- Pre-Tax Dependent Care Flexible Spending Account for eligible dependent care expenses
- No cost Life, Accidental Death & Disability, Long Term Disability Insurance for employees
- No cost Vision plan for employees and eligible dependents
- Retirement plan - NLACRC is a member of CalPERS which is a defined benefit plan that provides a monthly retirement allowance for eligible employees
- NLACRC offers two (2) deferred compensation plans - 457 and 403(b)
- Participate in the Public Service Loan Forgiveness program
- Paid Time Off – Eligible for 3 weeks of accrued vacation in the first year, 8 hours per month sick time, education, wellness, and sabbatical time
- Holidays – NLACRC offers 12 paid holidays throughout the year
- Most positions are offered a hybrid – remote option

Please note that benefit costs are pro-rated for part-time employees.

## Professional Development Opportunities & Growth



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NLACRC values the professional development of staff! Variety of career paths for entry-level management positions for those seeking leadership opportunities in the social services field.

## **Diversity, Equity, and Inclusion**

At NLACRC, we value and celebrate diversity! In September 2021, NLACRC launched an initiative to enhance and strengthen our commitment to diversity and belonging.

## **Compensation**

This position is a non - exempt.

NLACRC is an equal opportunity employer. Further, NLARC will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of the City of Los Angeles' Fair Chance Initiative for Hiring Ordinance.

## North Los Angeles County Regional Center

### Board of Trustees F.Y. 2024 – 25 Board Priorities

1. Ensure the deliverables of the 2024-26 Special Contract Language are completed as specified, **on time.**
2. Implement and monitor the ~~new~~ 2022-2026 Strategic Plan for NLACRC.
- ~~3. Continue to support consumers and their families by offering a variety of quality supports and services to meet existing and emerging needs.~~
4. Identify and monitor strategies to increase service access and equity for all consumers **by creating awareness and actively promote the services offered by the regional center to consumers and families.**
5. Support and actively advocate for the sustainability of the entitlement of services within the regional center system and within NLACRC catchment areas.
- ~~6. Create awareness and actively promote the services offered by the regional center to consumers and families.~~
- ~~7. Build partnerships with community organizations, school districts, and other generic service providers.~~
8. Address and advocate for the correction of the Core Staffing formula. \*
9. ~~Monitor and enhance~~ **Strengthen** the Self-Determination Program. \*
10. ~~Focus on the~~ **Reduction of caseloads for more efficient service delivery.** \*
11. ~~Create an Employee Satisfaction Platform.~~ \*

*Priorities 1 thru 7 are from Board Priorities 2022-23*

*\* Asterix Priorities came out of the May 2024 Board Retreat*

[primaryactivities.23.24] Approved:

**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:

Month of Service	Hours Earned	Maximum Accrual
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**

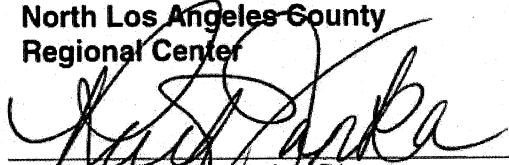
Notices by the Union to the Employer shall be mailed or delivered to the following address:

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:

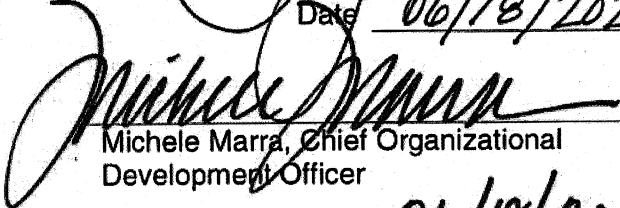
SEIU Local 721, CtW, CLC  
1545 Wilshire Blvd. Ste. 100  
Los Angeles, CA 90017-4510

North Los Angeles County  
Regional Center



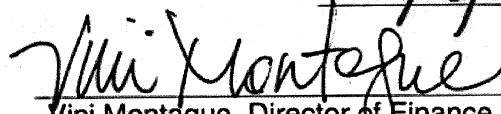
Ruth Janka, Executive Director

Date 06/18/2020



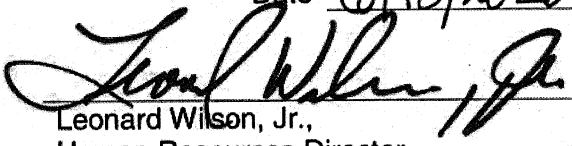
Michele Marra, Chief Organizational  
Development Officer

Date 06/18/2020



Vini Montague, Director of Finance

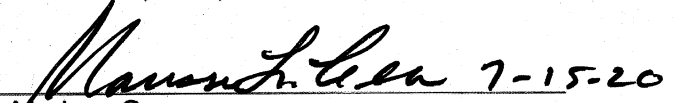
Date 6/18/2020



Leonard Wilson, Jr.,  
Human Resources Director

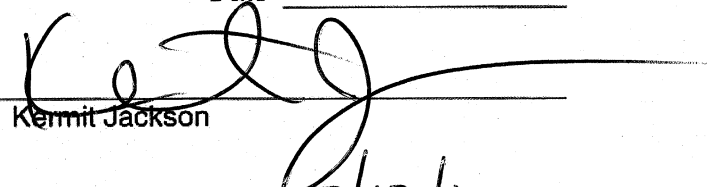
Date 6/18/2020

Service Employees International Union  
Local 721, CtW, CLC



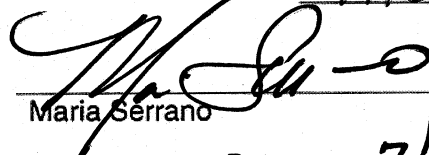
Marissa Cea

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**

Variable/Term	Definition
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. Leampert 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 (Mar 28, 2023 14:02 PDT)

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 Fera

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Robert Fera

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


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2023-03-23 - 9:35:21 PM 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  
Board of Trustees

**Executive Director’s Performance Evaluation Timeline**

Time Period	Actions
<del>September</del> August	<ul style="list-style-type: none"> <li>• The <del>Chief Organizational Development Officer (CODO)</del>head of the <del>Human Resources Department)</del> will review with the new Board President his/her/<del>their</del> responsibilities and the process surrounding the Executive Director’s performance <del>_</del>evaluation.</li> </ul>
<del>September</del> Board Meeting	<ul style="list-style-type: none"> <li>• <del>The Executive Director’s performance evaluation process and blank performance evaluations are reviewed with the board members.</del></li> <li>• <del>The Board President will create a Negotiating Committee and provide the members’ names to the CODO. The Negotiating/Compensation Committee will be comprised of three (3) members of the Executive Committee that includes the Board President, First Vice President and/or immediate past President or another member of the Executive Committee.</del></li> </ul>
<del>October</del> - <del>January</del> December - March	<ul style="list-style-type: none"> <li>• All eligible Board Members will have an opportunity to bring concerns/issues regarding any areas of performance in which the Executive Director needs to improve during the Executive Director’s current performance period.”</li> <li>• Needs Improvement” should only be used if the following has occurred:               <ul style="list-style-type: none"> <li>- The issue has been identified by a Board Member and documented in writing to the Board President or an elected officer;</li> <li>- The issue has been addressed at an Executive Session of the Executive Committee during the months between <del>October</del> <u>December</u> to <del>March</del><u>January</u>;</li> <li>- The Executive Committee has confirmed that there is a need for improvement;</li> <li>- The Board President or designated member of the Executive Committee has met with the Executive Director regarding the performance deficit identified, the improvement needed, and any performance recommendations made by the Executive Committee; and</li> <li>- The Executive Director has been provided with a full performance review period to address the issue.</li> </ul> </li> </ul>

-	<ul style="list-style-type: none"> <li>• The <del>COO</del><u>Head of the Human Resources Department</u>, Chief Financial Officer, <del>Director of Finance</del> and Legal Counsel will meet with the Board President and the Negotiating Committee to review the performance evaluation and compensation process.</li> </ul>
<u>January</u> Board Meeting	<ul style="list-style-type: none"> <li>• <u>The Executive Director’s performance evaluation process and blank performance evaluations are reviewed with the board members.</u></li> <li>• <u>The Board President will create a Negotiating Committee and provide the members’ names to the head of the Human Resources Department. The Negotiating/Compensation Committee will be comprised of three (3) members of the Executive Committee that includes the Board President, First Vice-President and/or immediate past President or another member of the Executive Committee.</u></li> </ul>
<del>January</del> <u>March</u> Executive Committee Meeting	<ul style="list-style-type: none"> <li>• <u>If applicable for the Executive Director’s contract terms, <del>the</del> Negotiating Committee will request external <u>benchmark</u> compensation data from the <del>COO</del><u>Head of the Human Resources Department</u>.</u></li> </ul>
<del>February</del> <u>April</u> Board Meeting	<ul style="list-style-type: none"> <li>• Blank Executive Director evaluation forms are distributed for Board Members to complete. Completed evaluations are due to the Legal Counsel by the <del>May</del><u>reth</u> Board meeting.</li> <li>• Board Members with less than 3 months of service <u>do not</u> complete evaluation forms. All other Board Members <u>must</u> complete an evaluation form. Failure to submit a signed evaluation to the Board President or their designee by the scheduled date will be treated as resignation from the Board, unless discussed with the Board President and there is agreement to grant an extension.)</li> <li>• The Board President may include the Negotiating Committee when meeting with the Executive Director for the purpose of discussing any contract and/or compensation requests that need to be considered by the <del>e</del><u>C</u>ommittee.</li> </ul>
<del>March</del> <u>May</u> Board Meeting	<ul style="list-style-type: none"> <li>• Completed Executive Director evaluation forms are due to the Board President and board attorney<u>(s)</u>. Legal Counsel will retain all Executive Director evaluation forms and summaries.</li> </ul>
<u>April</u> <u>June</u> Executive Committee Meeting	<ul style="list-style-type: none"> <li>• Legal Counsel will complete and provide a summary report of the Executive Director’s evaluation and review with the Negotiating Committee (in Executive session).</li> <li>• The <del>COO</del><u>Head of the Human Resources Department</u>, Chief Financial Officer, <del>and Director of Finance</del> will meet with the Negotiating Committee to provide the compensation data for review and provide any requested additional information.</li> </ul>

<p><u>May</u> Board Meeting</p>	<ul style="list-style-type: none"> <li>• <del>The</del> <u>If applicable, the</u> Negotiating Committee provides a summary of the compensation and/or contract changes (in Executive session). Legal Counsel will be present at the discretion of the Negotiating Committee to provide support as it relates to the Executive Director’s performance evaluation. The Executive session will be placed at the beginning of the Board meeting agenda.</li> </ul>
<p><u>June</u> September</p>	<ul style="list-style-type: none"> <li>• The <del>COO</del> <u>head of the Human Resources Department</u> will prepare the documentation necessary to process the Negotiating Committee’s compensation and/or contract changes as appropriate.</li> <li>• The <del>COO</del> <u>head of the Human Resources Department</u> will schedule a meeting with the Executive Director and provide the Board President with all required documents needed for the meeting (e.g., compensation, employment contract changes, etc.). The Board President will decide whether they will discuss the evaluation with the Executive Director alone, or with the Negotiating Committee if they so desire.</li> <li>• Performance evaluation information will be provided by Legal Counsel.</li> <li>• Copies of all signed documents will be provided to the <del>COO</del> <u>head of the Human Resources Department</u> to allow for the timely processing of compensation information.</li> </ul>

Timeline\_final\_3.9.22

Revised: 12.16.24

Approved by Board: \_\_\_\_\_



# North Los Angeles County Regional Center

## Service Standards

Adopted by the Board of Trustees  
January 11, 2023

*Approved by the  
Department of Developmental Services  
September 19, 2023*

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## North Los Angeles County Regional Center Service Standards

### INTRODUCTION

North Los Angeles County Regional Center (NLACRC) is guided by the Lanterman Developmental Disabilities Services Act in the provision of services and supports for persons with developmental disabilities and their family members. The Act specifies activities and obligations the center must discharge to meet its responsibilities. NLACRC fully accepts these responsibilities and will endeavor to meet the needs of consumers<sup>1</sup> within the constraints of its budget.

As part of the activities conducted on behalf of a consumer by the NLACRC, services and supports may be purchased for a consumer as identified on his or her Individual Program Plan (IPP). However, consideration must first be given to viable generic and natural services and supports available to the consumer. Services and supports purchased on behalf of a consumer by the NLACRC must take into consideration the needs, preferences, and choices of the consumer. Services and supports should be flexible and individually tailored to the consumer and, where appropriate, his or her family. Finally, services and supports must be effective in meeting the goals and objectives on the consumer's IPP and reflect a cost-effective use of public resources.

Services and supports purchased on behalf of a consumer by NLACRC must assist the consumer to achieve the greatest self-sufficiency possible and to exercise personal choice. Furthermore, such services and supports, within the context of the IPP, must show a high preference to choices that result in allowing a minor to live with his or her family, an adult to live as independently as possible in the community, and a consumer of any age to interact with persons without disabilities in positive and meaningful ways. To ensure consumers have viable access to quality services and supports within their home communities, NLACRC will work in a collaborative effort with the Area Board and other private or public organizations to provide:

- **Information** - NLACRC will provide consumers with quality and timely information about options. Consumers cannot make informed choices without current and complete information about generic, community and vendored support services. Information may be disseminated in collaboration with the Area Board.
- **Advocacy** - NLACRC will advocate for publicly funded agencies to meet their legal responsibilities to serve consumers. NLACRC may conduct systems advocacy jointly with the Area Board and will work collaboratively with Disability Rights California to provide comprehensive advocacy training.

<sup>1</sup> This includes an adult or child with a developmental disability and/or a family member(s) who has primary or legal responsibility for a minor child who has a developmental disability

- **Options** - NLACRC will encourage and facilitate the creation of quality service and support options for consumers. In collaboration with NLACRC's Vendor Advisory Committee, community best practices standards will be developed and implemented.
- **Consumer Choice and Responsibility** - NLACRC will respect the choices of consumers and acknowledges their ability to accept responsibilities that may be consistent with those for persons without disabilities of the same age.
- **Excellence** - NLACRC accepts its responsibility for adopting policies that ensure the center is effectively and efficiently managed. Accordingly, the Board of Trustees ensures that services are purchased within the framework of the law and service standards as set forth by the board.
- **Responsiveness** - NLACRC will respond to the urgent and critical needs of consumers and/or their family members in a timely and professional manner. The center's Board of Trustees envisions that an appropriate response will be consistent with the consumer's or their family member's situation and may entail exercising greater flexibility as well as creativity in applying the center's service standards. In addition, the center maintains an after-hours business line, (818) 778-1900, to provide consumers, their family members and service providers in immediate need with access to the center.

NLACRC's service standards and policies do not include all possible therapies. Potential therapies will be considered upon review by NLACRC clinicians within the context of the planning team<sup>2</sup> process. NLACRC clinicians are California-licensed and/or board-certified health care professionals who may include, but are not limited to, physicians, psychologists, board certified behavior analysts, registered nurses, dentists, pharmacists, and registered dental assistants who are NLACRC staff or contractors.

NLACRC is prohibited from purchasing experimental treatments, therapeutic services or devices that have not been clinically determined or scientifically proven to be effective or safe or for which risks, and complications are unknown. In view of the often-complex nature of consumers' needs, it is recognized that some individual circumstances have not been anticipated by these service standards or service needs that occur infrequently. This may include other services and supports not specified in these standards. In such cases, the executive director may review staff recommendations and authorize purchase of service requests.

2 Planning team means the individual with the developmental disability, the parents or legally appointed guardian of a minor, or the legally appointed conservator of an adult consumer, one or more regional center representatives, including the designated service coordinator pursuant to subdivision (b) of section 4640.7 and any individual, including the service provider, invited by the parents or legally appointed guardian of a minor, or the legally appointed conservator of an adult consumer.

In adopting these standards, the Board of Trustees is acting in its role of establishing the service philosophy, standards, and general policy for NLACRC. The board delegates responsibility for the general management of NLACRC and the establishment of operational policies and procedures consistent with these standards to the executive director pursuant to this action.

## **I. CASE FINDING AND PUBLIC INFORMATION**

### **Service and Procedural Standards**

#### PHILOSOPHY

NLACRC is committed to regular and ongoing case finding activities in its service area to promote participation in the regional center system by eligible persons and their families. Case finding activities are closely interrelated with outreach, public information and human resource development activities.

Outreach should address not only the general public but also special target groups such as non-English speaking populations and/or high risk/high incidence populations or geographical areas. Public information should be designed to improve public awareness of the special needs of persons with developmental disabilities and to promote positive public images and full community participation. Human resource development should encourage new professionals and paraprofessionals to enter the field of developmental services and enhance the skills of those already working in it.

Case finding efforts may be both direct and indirect. Outreach efforts must be multilingual and culturally appropriate. Case finding and outreach beyond the NLACRC service area will be coordinated with Area Board 10 and the Southern California regional centers.

#### DEFINITION

Case finding and public information encompass a broad variety of activities by NLACRC staff which result in dissemination of information concerning regional center services and enhanced community awareness. Case finding results in new applications for NLACRC services. Public information results in increased knowledge and positive attitudes on the part of the public. Human resource development results in improved consumer services as a result of more and better-qualified persons working in the field. Case finding is also closely associated with prevention activities. (See Section II, Prenatal/Genetics/At Risk.)

#### POLICY

It is NLACRC's policy to conduct a well-rounded schedule of case finding, outreach, public information and human resource development activities utilizing the center's staff as appropriate. Activities shall take a variety of forms including community presentations; development and distribution of multi-language materials; media outreach; maintenance of lending materials for staff, parents, and professionals; and sponsorship or promotion of related educational events such as classes, workshops and conferences. Bilingual needs and cultural values are given important consideration in the implementation of all related case finding, public information and human resource development activities.

## **INTAKE AND ASSESSMENT**

### PHILOSOPHY

NLACRC will conduct intake activities and provide assessment services in accordance with the Lanterman Developmental Disabilities Services Act.

Individuals are to be accepted for intake and assessment without regard to religion, ethnic origin, sex, or degree of disability. Financial resources of the applicant and/or his/her family are not a factor in eligibility for NLACRC services. No individual referred may be denied intake and assessment services unless there is adequate documentation that he/she does not have a developmental disability.

### DEFINITIONS

**Intake** is the 15-day period following a request for assistance. Intake includes, but is not limited to, information and advice about the nature and availability of services provided by regional centers and other agencies in the community. Intake also includes a decision to conduct an assessment for eligibility; provision of an appropriate referral, if applicable; and a review of the Megan's Law website to determine if an applicant over the age of 16 is required to register as a sex offender pursuant to Penal Code 290. Effective July 1, 2011, at the time of the intake and assessment for Early Start or Lanterman Act services, the consumer, or where appropriate, parents, legal guardian or conservator shall provide documentation and information of any health benefits (including insurance cards, etc.) under which the consumer is eligible to receive health benefits. If the consumer has no such benefits, NLACRC will not use that fact to negatively impact the services that the consumer may or may not receive from the regional center.

**Assessment** refers to those services that determine whether a person has a developmental disability as defined in the Lanterman Developmental Disabilities Services Act.

### POLICY

Any individual believed to have a developmental disability, or any individual at risk of parenting an infant with a developmental disability will be given the opportunity to receive initial intake and assessment services. Initial intake, the determination to assess an individual suspected of having a developmental disability, shall be made within 15 working days following the initial request for assistance.

#### Lanterman Eligibility

The assessment to determine eligibility shall be completed within 120 days following the initial intake. Assessment shall be performed as soon as possible and in no event more than 60 days following initial intake where any delay would expose the client to unnecessary risk to his or

her health and safety or to significant further delay in mental or physical development, or the client would be at imminent risk of placement in a more restrictive environment, including applicants ordered by the courts to be assessed.<sup>3</sup>

NLACRC will assess within a 45-day timeframe any individual who was previously evaluated by NLACRC and found not eligible for regional center services, who returns to NLACRC within a 24-month timeframe, with a qualifying regional center diagnosis based on evaluation from a third party.

Assessment may include collection and review of historical diagnostic data, provision or procurement of necessary tests and evaluations and summarization of developmental levels and service needs. In determining if an individual meets the definition of developmental disability NLACRC may consider evaluations and tests, including, but not limited to, intelligence tests, adaptive functioning tests, neurological and neuropsychological tests, diagnostic tests performed by a physician, psychiatric tests, and other tests or evaluations that have been performed by, and are available from other sources. Assessment may also include an observation in a secondary setting (e.g., site evaluation or at a designated location in the community). Eligibility assessments may be funded by existing generic resources. In the event that funding from generic resources is not available, NLACRC will fund the eligibility evaluation.

In consultation with the family and with their written consent, an observation in a secondary setting (e.g., a site evaluation or designated location in the community) may be conducted by a licensed clinical psychologist when clinically indicated for diagnostic clarification.

### Early Start Eligibility

Any child under age 3 that has a disability or is at risk of having a disability may be eligible. Children may be eligible if they meet one of the criteria listed below:

- Have a developmental delay of at least 25% in one or more of the following six areas: cognitive development, physical and motor development, including vision and hearing; expressive communication development; receptive communication development; social or emotional development, or adaptive development.
- Have an established risk condition of known etiology, with a high probability of resulting in delayed development, including fetal alcohol syndrome, or
- Be considered at high risk of having a substantial developmental disability due to a combination of biomedical risk factors of which are diagnosed by qualified personnel.

This may include children who:

3 Per Welfare and Institutions Code, Section 709.



- Were born prematurely or had low birth weight
- Have extensive medical issues or have been hospitalized for a long period of time
- Have chromosomal conditions such as Down Syndrome, Rett Syndrome, and others
- Had prenatal exposure to drugs or alcohol
- Are showing signs of developmental delays
- Experienced significant birth trauma
- Experienced neglect or abuse
- Have limited hearing, vision, or use of limbs

Each infant or toddler birth through 2 years of age referred for evaluation for early intervention services shall have a timely, comprehensive, multi-disciplinary evaluation of his or her needs and level of functioning in order to determine eligibility within 45 days as per Early Start regulations. An infant or toddler shall be assessed 90 days prior to third birthday to determine eligibility for Lanterman services or Provisional eligibility program.

There are several ways to determine an infant's and toddler's eligibility including informed clinical opinion from a qualified professional, conducting an evaluation, a review the child's history and development, gathering information from other sources including family members, other caregivers, medical providers, social workers and educators and a review of pertinent records. Also, the evaluation must be conducted in the native language of the child.

Under IDEA Part C it defines native language as the language normally used by that individual, or, in the case of a child, the language normally used by the parents of the child. For evaluations and assessments, if determined developmentally appropriate, the language normally used by the child should be the language in which the evaluations are conducted. Native language is further defined for an individual who is deaf or hard of hearing, blind or visually impaired, or for an individual with no written language, as the mode of communication that is normally used by the individual (such as sign language, braille, or oral communication). During the evaluation phase, native language will be considered, and as such, arrangements to ensure the evaluations are completed in the native language will take place, either by ensuring the assessor can communicate in the native language or through interpretation services.

### Provisional Eligibility

The regional center, after an infant or toddler has been determined eligible for early intervention services, will determine if the child is also provisionally eligible for regional center services. The regional center will assess an infant or toddler who qualifies for early intervention services but has not been found to have a developmental disability or to be provisionally eligible, at least 90 days before they turn 3 years of age, for purposes of determining their ongoing eligibility for regional center services. The Provisional Eligibility also allows for regional center services ~~on a provisional basis~~ for children ages 3-4 without a formal diagnosis of an intellectual or developmental disability. ~~An infant or toddler eligible for early intervention services shall be assessed by the regional center at least 90 days to the date that they~~

~~turn three years of age for purposes of determining their ongoing eligibility for regional center services.~~ If a child does not have a developmental disability, provisional eligibility shall end when the child is five years of age unless an appeal is filed.

NLACRC will utilize available and appropriate assessments and data, which may include secondary observations if clinically indicated and relevant for diagnostic clarification of a regional center eligible diagnosis. With parent agreement, NLACRC will assess children for ongoing regional center eligibility prior to exiting Early Start at age 3 and prior to exiting the Provisional Eligibility program at age 5.

If the applicant is denied eligibility for regional center services, the applicant will be informed, in writing, of their right to the fair hearing process and any recommendations for services from other agencies made by the staffing team.

**Board Resolution**  
**For Change of Officers**

**City National Bank**

**Resolved** that at a special meeting of The North Los Angeles County Regional Center, Inc. ("NLACRC") Board of Trustees duly held on the 12<sup>th</sup> day of February 2025, in accordance with the laws and by-laws of the above organization, [REDACTED] was elected Board President, [REDACTED] was elected Board Treasurer, and [REDACTED] was elected Board Secretary effective on the 12<sup>th</sup> day of February 2025.

The outgoing Board President, Ana Quiles, and outgoing Board Treasurer, Andrew Ramirez, resigned from the NLACRC Board of Trustees effective on the 16<sup>th</sup> day of January 2025 and resigned authority to sign under accounts maintained by the organization effective the same day. Outstanding checks issued by the outgoing officers in the name of the organization on or before the 16<sup>th</sup> day of January 2025 remain payable.

This is to certify that the foregoing is a true copy of a resolution adopted by the Board of Trustees of the above organization and that said resolution is in full force and effect.

\_\_\_\_\_  
[REDACTED], Incoming Board President

\_\_\_\_\_  
[REDACTED], Incoming Board Treasurer

\_\_\_\_\_  
[REDACTED], Incoming Board Secretary

Concur: \_\_\_\_\_  
Angela Pao-Johnson, Executive Director

## Board Resolution

### For City National Bank's Supersedure Agreement (Business)

**Resolved** that at a meeting of The North Los Angeles County Regional Center, Inc. Board of Trustees held on the 16<sup>th</sup> day of January 2025, Ana Quiles and Andrew Ramirez resigned from the NLACRC Board of Trustees. City National Bank is authorized to remove Ana Quiles and Andrew Ramirez as Authorized Signer from all accounts of the North Los Angeles County Regional Center presently open under the Account Agreement with City National Bank, effective and including January 16, 2025. See Schedule A.

**Resolved** that the Board of Trustees instructs City National Bank to add the following person(s) as Authorized Signer to all accounts of the North Los Angeles County Regional Center presently or hereafter opened under the Account Agreement with all associated rights and authority, effective February 12, 2025:

\_\_\_\_\_ xxxxxxxxx, Board President

\_\_\_\_\_ xxxxxxxxx, Board Treasurer

**Further Resolved** that the authorization is in addition to any other authorizations in effect and will remain in full force until the Bank receives written notice of revocation at the address(es) and manner designated by City National Bank.

#### Schedule A

Account Description	Account Number
Business Checking Account	xxxxxx6
Payroll Account	xxxxxx4
Flexible Spending Account	xxxxxx2
Consumer Group Account	xxxxxx9
Dedicated Consumer Account	xxxxxx4
Help Fund/Donation Account	xxxxxx0
Restricted Funds Account (Prevention)	xxxxxx5

Certification by Secretary: I certify that (1) I am the Secretary of North Los Angeles County Regional Center; and (2) the foregoing Resolution is a complete and accurate copy of the resolution duly adopted by the North Los Angeles County Regional Center's Board of Trustees; and (3) the Resolution is in full force and has not been revoked or changed in any way.

\_\_\_\_\_  
XXXXXXXXXXXXXXXX, Board Secretary

\_\_\_\_\_  
February 12, 2025  
Date

## Facsimile Signature Addendum

This is our notification to City National Bank that effective February 12, 2025, North Los Angeles County Regional Center, Inc. will be using a Facsimile Signature for the following account(s):

Account Number: xxxxxxxx6

Account Name: North Los Angeles County Regional Center's "Business Checking"

Name and title of individual(s) whose facsimile signature is to be used:

XXXXXXXXXX, Board President

XXXXXXXXXX, Board Treasurer

Attach a sample of the Facsimile signature(s) being used.

I certify that each person whose name, specimen signature, or facsimile signature is set forth above is an authorized signer on the above referenced account(s).

Authorizing Signature: \_\_\_\_\_ Date: February 12, 2025  
XXXXXXXXXXXX, Board Secretary

## Facsimile Signature Addendum

This is our notification to City National Bank that effective February 12, 2025, North Los Angeles County Regional Center, Inc. will be using a Facsimile Signature for the following account(s):

Account Number: xxxxxxx4

Account Name: North Los Angeles County Regional Center, Inc. "Payroll Account"

Name and title of individual(s) whose facsimile signature is to be used:

XXXXXXXXXX, Board President

XXXXXXXXXX, Board Treasurer

Attach a sample of the Facsimile signature(s) being used.

I certify that each person whose name, specimen signature, or facsimile signature is set forth above is an authorized signer on the above referenced account(s).

Authorizing Signature: \_\_\_\_\_ Date: February 12, 2025  
XXXXXXXXXX, Board Secretary



**Board Resolution**  
**For Change of Officers**

**US Bank, N.A. and PFM Asset Management**

**Resolved** that at a special meeting of The North Los Angeles County Regional Center, Inc. ("NLACRC") Board of Trustees duly held on the 12<sup>th</sup> day of February 2025, in accordance with the laws and by-laws of the above organization, [REDACTED] was elected Board President, [REDACTED] was elected Board Treasurer, and [REDACTED] was elected Board Secretary effective on the 12<sup>th</sup> day of February 2025.

The outgoing Board President, Ana Quiles, and outgoing Board Treasurer, Andrew Ramirez, resigned from the NLACRC Board of Trustees effective on the 16<sup>th</sup> day of January 2025 and resigned authority to transact and to sign for and on behalf of stated corporation on all accounts maintained by the organization effective the same day.

This is to certify that the foregoing is a true copy of a resolution adopted by the Board of Trustees of the above organization and that said resolution is in full force and effect.

\_\_\_\_\_  
[REDACTED], Incoming Board President

\_\_\_\_\_  
[REDACTED], Incoming Board Treasurer

\_\_\_\_\_  
[REDACTED], Incoming Board Secretary

Concur: \_\_\_\_\_  
Angela Pao-Johnson, Executive Director



## Board Resolution

### For US Bank

**Resolved** that at a meeting of The North Los Angeles County Regional Center, Inc. ("NLACRC") Board of Trustees held on the 16<sup>th</sup> day of January 2025, Ana Quiles, Board President resigned from the NLACRC Board of Trustees. In accordance with the laws and by-laws of the above organization, US Bank is authorized to remove Ana Quiles as Authorized Signer from all accounts of NLACRC presently open under the Account Agreement with US Bank, effective and including January 16, 2025. See Schedule A.

**Resolved** that the NLACRC Board of Trustees authorizes and instructs US Bank to add the following person(s) as Authorized Signer on all accounts belonging to NLACRC, effective and including February 12, 2025. See Schedule A.

xxxxxxxxx, Board President

**Further resolved** that the authorization is in addition to any other authorizations in effect and will remain in full force until US Bank receives written notice of revocation at the address(es) and manner designated by US Bank.

#### Schedule A

Account Description	Account Number
North Los Angeles County Regional Center Post-Retirement Medical Trust	6xxxxxxxx0
North Los Angeles County Regional Center CALPERS Unfunded Accrued Liability Contribution Trust	5xxxxxxxx0

Certification by Secretary: I certify that (1) I am the Secretary of North Los Angeles County Regional Center; and (2) the foregoing Resolution is a complete and accurate copy of the resolution duly adopted by the North Los Angeles County Regional Center's Board of Trustees; and (3) the Resolution is in full force and has not been revoked or changed in any way.

xxxxxxxxx, Board Secretary

February 12, 2025  
Date

## Board Resolution

### For PFM Asset Management, LLC

**Resolved** that at a meeting of The North Los Angeles County Regional Center, Inc. ("NLACRC") Board of Trustees held on the 16<sup>th</sup> day of January 2025, Ana Quiles, Board President resigned from the NLACRC Board of Trustees. In accordance with the laws and by-laws of the above organization, PFM Asset Management, LLC ("PFM") is authorized to remove Ana Quiles as authorized to act on behalf of NLACRC and to communicate with and to provide instructions to PFM on behalf of NLACRC, on all accounts belonging to NLACRC, effective and including January 16, 2025. See Schedule A.

**Resolved** that the NLACRC Board of Trustees authorizes and instructs PFM to add the following person(s) as authorized to act on behalf of NLACRC and to communicate with and to provide instructions to PFM on behalf of NLACRC, on all accounts belonging to NLACRC, effective and including February 12, 2025. See Schedule A.

XXXXXXXXXX, Board President

**Further resolved** that the authorization is in addition to any other authorizations in effect and will remain in full force until PFM receives written notice of revocation at the address(es) and manner designated by PFM.

#### Schedule A

Account Description	Account Number
North Los Angeles County Regional Center Post-Retirement Medical Trust	6XXXXXXXXX0
North Los Angeles County Regional Center CALPERS Unfunded Accrued Liability Contribution Trust	5XXXXXXXXX0

Certification by Secretary: I certify that (1) I am the Secretary of North Los Angeles County Regional Center; and (2) the foregoing Resolution is a complete and accurate copy of the resolution duly adopted by the North Los Angeles County Regional Center's Board of Trustees; and (3) the Resolution is in full force and has not been revoked or changed in any way.

XXXXXXXXXXXXX, Board Secretary

February 12, 2025  
Date

## New Board Member Onboarding Plan

### Purpose of the Plan:

To establish a transparent process for onboarding new Board members to the North Los Angeles County Regional Center (NLACRC) Board of Trustees.

### Goal:

To welcome new Board members and orient them with the function of NLACRC, its mission and vision, who NLACRC serves and the services it provides. Also to introduce new members to the roles and responsibilities of Board, training expectations and regulations and statutes that govern what Board members are both required and prohibited from doing as part of their fiduciary responsibilities to the Corporation.

### Board Orientation:

Board members must attend a Board Orientation at the beginning of the fiscal year. And new board member upon onboarding will attend with in the first quarter of their election on to the board.

At the Board Orientation, new Board members will:

- Receive an overview of NLACRC
- Receive Board Manual
- Review Board Training Plan / Schedule
- Review expectations, roles and responsibilities
- Receive an overview of the Board of Trustees Commitment Statement
- Be assigned a Mentor
- Receive an overview of Board of Trustees Committees
  - New Board member Committee assignment recommendations and requests
- Complete all required forms to serve as a Board member
- Be encouraged to view the State's 15 minutes animated video on Board Member Orientation (available in English, Spanish and ASL)  
[https://youtu.be/kPeF9Ghg1\\_s?si=tLQYKQVF17h2zmYN](https://youtu.be/kPeF9Ghg1_s?si=tLQYKQVF17h2zmYN)

### Overview of NLACRC:

- Function of NLACRC
- History of the Regional Center system and the Lanterman Act
- Mission, vision and values of NLACRC
- Who NLACRC serves and their location—Early Start and Lanterman Act clients in the San Fernando, Santa Clarita and Antelope Valleys
- Services NLACRC provides—Service Coordination, Clinical Services and Community Services

- The organizational structure of NLACRC and its departments

Board Manual: Provide New Members a Board Manual containing substantial material about NLACRC and its operations, including, but not limited to the following:

- NLACRC Organizational Chart
- Most Recently Approved Board Bylaws
- Board Committee List
- Board Composition
- Board Member Responsibilities, including Board Responsibility/Commitment Statement
- Policy Statement for Each of the Five Board Officers and the Association of Regional Center Agencies (ARCA) Delegate, ARCA Alternate, and Self-Determination Program Local Volunteer Advisory Committee (SDP LVAC) Liaison
- Board of Trustees Policies
- Board of Trustees Code of Conduct/ Civility Code
- Consent to Use Electronic Transmission Form
- Committee, Schedules
- Boardmanship Manual (State Council on Developmental Disabilities (SCDD))
- NLACRC Service Standards
- Lanterman Act (Instructions to Access Electronic Copy)
- History of the Regional Center
- Information about ARCA

Board Training Plan / Schedule:

Inform Board members of the following regarding Board trainings/schedule:

1. That they must complete annual trainings on various topics, including, but not limited to, all of the following:
  - An overview of the Contract between NLACRC and DDS.
  - Board roles and responsibilities under the Lanterman Act.
  - Board Code of Conduct /Civility Policy.
  - State and federal laws applicable to operating a non-profit corporation.
  - Maintaining appropriate boundaries between the role of the Board and the role of regional center staff.
  - Best Practices related to Board Governance, including but not limited to, the Executive Director's roles and responsibilities and the Board's role in providing goals for and oversight of the Executive Director, the composition and purpose of each Board committee, distinctions between open and closed meetings, a code of ethics, conflict of interest requirements, community relations, and fiscal oversight and accountability

- by a Board of Directors.
- Issues of linguistic and cultural competency.
2. That the current training plan under the Special Contract Language with the Department of Developmental Services (DDS) requires training on the following topics (subject to change or augmentation by DDS):
    - An overview of the Contract, including the Special Contract Language, between NLACRC and DDS.
    - Board Governance, including, but not limited to, the new Board Governance Policy, the new Board Code of Conduct or Civility Policy, and Best practices related to Board Governance.
    - State and federal laws applicable to operating a non-profit corporation.
    - Board Roles and Responsibilities under the Lanterman Act and Corporations Code, including the Board Roles and Responsibilities Policy and the Board/Executive Director Relationship Policy.
    - Other Revised/New Board Policies (Training Policy; Board Member Recruitment, Application and Selection Policy; Contract Policy)
    - Whistleblower Complaints, including the revised Whistleblower Policy and new Anti-Retaliation Policy
    - Conflicts of Interest, including the revised Conflicts of Interest Policy.
  3. That they must attend each Board training or make-up session and that failure to do so (without reasonable cause) will compromise their standing on the Board.
  4. That DDS must review and approve the method by which training and support are provided to the Board members to ensure maximum understanding and participation by Board members.
  5. That NLACRC must post information on its internet website regarding the training and support it provides to its Board members and an attendance record for each training or make-up session.

#### Expectations, Roles and Responsibilities:

Inform Board members of, and familiarize them with, the following expectations, roles and responsibilities of the Board as a whole:

- To adhere to the Bylaws of the Corporation as well as State and Federal statutes under which they operate as a 501C3 entity.
- Under California law, Board Members have 4 duties: (1) duty of care; (2) the duty of inquiry; (3) the duty of loyalty; (4) the duty to follow investment standards

- Within its legal purview, to make policy for the overall, high level operation of NLACRC based on recommendations from Board committees and NLACRC's Executive Director.
- To select, support, monitor, evaluate and adequately compensate the Executive Director.
- To select, review adherence to board member requirements , and train Board .
- To elect officers (i.e., a President, First Vice President, Second Vice President, Treasurer, Secretary, and ARCA Delegate), from among Board members to provide leadership and ensure Board members are informed and active in meetings and work effectively.
- To ensure the mission, vision and values of NLACRC are implemented and accomplished.
- To approve and monitor board policies and strategic plan.
- To approve the budget for and ensure financial solvency of NLACRC.
- To review and approve contracts for which Board approval is required under the law.
- To be a good ambassador of NLACRC in the community.
- To annually review Board Bylaws and policies and eliminate or modify existing policies and/or create new Policies when necessary.

Inform Board members of, and familiarize them with, their individual roles and responsibilities, including, but not limited to, the following:

- To devote time to learn how NLACRC functions (i.e., its uniqueness, strengths, needs and place in society).
- To prepare for, regularly attend (either virtual or in-person), and actively participate in meetings of the Board and committees (joining of at least one committee is required).
- To attend the next offered board orientation for all newly seated board members.
- To participate in Board-coordinated trainings and the annual Board retreat.
- To participate in a board organized visit of at least one disability community organization, service provider program/event, or legislator/legislative event in order that Board members may be informed about the developmental disabilities service system. Programs include a wide variety of residential and day programs as well as those providers who deliver a specific service. (e.g., transportation).
- To accept and abide by the legal, moral and fiscal responsibilities of the Board as specified by the institutional charter, Bylaws, and state statutes and regulations, including, but not limited to, Conflicts of Interest laws, regulations and Board Policy and the Board's Code of Conduct Policy.
- To be made aware of and understand the purpose, value and limitations of "directors and officers insurance."
- To refrain from asking for any special favors or consideration from NLACRC staff due to one's position as a Board member.
- To vote according to one's individual convictions; to challenge the judgment of others when necessary, yet understand and agree to be bound by the legal requirement to accept and support the majority decision of the Board and work with colleague Board members in the spirit of cooperation.
- To maintain the confidential nature of Board deliberations.

- To avoid acting as spokesperson for the Board & NLACRC unless specifically authorized to do so.
- To refrain from actions and involvement that might prove embarrassing to NLACRC and to resign if such actions or involvement develops.
- To understand the role of the Board as a policy-making body and to avoid participating in administration and implementation of policy.
- To respect the separate roles and responsibilities of the Board on the one hand, and the Executive Director and NLACRC staff on the other, and to respect those boundaries.
- To respect the separate roles often held by Board members of being themselves served or family of people served by NLACRC on one hand, and as members of the governing body of the entity.

#### Board of Directors Commitment Statement:

Explain Commitment Statement and its purpose to new Board members:

- A Promise made by an incoming Board member when agreeing to serve on a non-profit Board that they understand and will agree to abide by the laws governing 501©3 Governance, as well as meet Board expectations, roles and responsibilities.
- Outlines expectations, roles and responsibilities, including, but not limited to, attendance at meetings, and reviewing and understanding NLACRC's Bylaws and Board Manual.

Have new Board members sign Commitment Statement at orientation.

#### Mentors:

- Explain to new members what a Mentor is.
  - An experienced member of the Board who volunteer to helps newer members learn more about their role. A Mentor leads by example and is a model for a new member. Mentors meet with new members to review Board and meeting information. Mentors guide new members to ensure they are welcomed as valued participants.
- Board President assigns Mentors to new members.
- *Before Meeting:* Mentor meets with assigned new member to review meeting packets and information in preparation for Board and committee meetings. They discuss how Board meetings operate, how the member plans to participate in the meeting, what questions to ask and what he or she wants to share. A NLACRC Executive staff member also provides explanations and adapts meeting materials by modifying a document and/or using easy-to-understand language.
- *During Meeting:* Mentor sits with the new member and supports the member with asking questions and expressing opinions, and following proper meeting protocol.
- *After Meeting:* Mentor and new Board member review Board and committee

discussions and Board actions. They may also plan how to carry out assignments and schedule preparation meetings.

Board of Trustees Committees:

Inform new Board members about each of the eight (8) Board committees, including, but not limited to:

- The duties of each committee
- The powers of each committee
- The composition of each committee
- The term of members of each committee
- How Board members are selected for/appointed to committees
- How the Chairpersons are selected for committees
- The limitations on committees

Ascertain which committee(s) new members may be interested in joining so they can be assigned.

If the Board member chairing a committee is an individual served by NLACRC, and should that person so request, NLACRC will provide Board support to assist with committee meeting preparation to ensure that meeting materials are adapted as needed.

Required Forms:

- Review and complete all required forms to serve as a Board member.
  - Code of Conduct
  - Conflict of Interest (completed within 30 days of election/designation, annually, and upon any change of status)
  - Confidential Information Memo
  - Board Responsibility / Commitment Statement
  - Use of Electronic Transmissions



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
Consumer Services Committee	Dark	Dark		Dark		Dark	Dark		Dark		Dark	Dark		
Nicholas Abrahms			P		P								0	3.25
Cathy Blin			P		P								0	3.25
Anna Hurst			P		P								0	3.25
Jennifer Koster			P		P								0	3.25
Laura Monge			P		P								0	3.25
Sharon Weinberg (VAC Rep)			P		P								0	3.25

Meeting Time

1.25

2.00

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)

**ENCLOSURE**

**BOARD OF TRUSTEES TRAINING REPORT FOR CALENDAR YEAR 2025**

**North Los Angeles County Regional Center**

**INSTRUCTIONS:** Regional center shall submit to the Department by December 15th of each year, a report about trainings provided to its board of directors in that calendar year (CY).

<b>Date</b>	<b>Training Topic</b>	<b>Frequency</b>	<b>Length of Training</b>	<b>Name, Affiliation and Qualifications of Individual or Entity Providing Training</b>	<b>Date Completed</b>	<b>Number of Attendees</b>
January 6, 2025	* Contract with State & SCL		1 Hour	Enright & Ocheltree, LLP		
February 10, 2025	* Board Governance & Board Roles (Includes Code of Conduct, Lanterman, Board Members' role in implementing Whistleblower Policies and Corp Code)	Annual	2 Hours	Enright & Ocheltree, LLP		
March 10, 2025	Public Records Act		1 Hour	Enright & Ocheltree, LLP		
April 7, 2025	* Whistleblower, Anti-Retaliation	Annual	1 Hour	Enright & Ocheltree, LLP		
May 12, 2025	* Revised Policies (training requirements; Board member recruitment, application and selection process; requirements for Board spending and processes for execution of Operations-related)		1 Hour	Enright & Ocheltree, LLP		
June 9, 2025	Conflict of Interest	Annual	1 Hour	Enright & Ocheltree, LLP		
July 2025	Privacy Rules & HIPAA Training			Contract Administration & Privacy Manager Megan Mitchell		

August 2025	Introduction of DEIB and Public Information		1 Hour	DEIB & Public Information		
September 2025	Person Centered Thinking		30 Min	TBD		
October 2025	Legislative Advocacy (GCRC Meeting)		1 Hour	Public Information Legislative Specialist Belinda Abatesi		
November 2025	Linguistic and Cultural Competency	Annual	1 Hour	Training & Development Department		

Board trainings can be held before, during or separate from board meetings.

Additional Trainings available to board members through ARCA Academy Webinars and/or NLACRC Legislative Consultant include: Legislative Advocacy, Boards in the Community, Working Together, Strategic Planning, Diversity Parts 1 & 2, Decoding Regional Center Purchase of Service Data, How Services and Supports Meet the Needs of Infants & Toddlers, Services for School-Age Individuals, Meeting the Service Needs of Adults of All Ages, & Your Role in Legislative Advocacy

(\* ) Required Trainings by the Department of Developmental Services

This Board of Directors Training Report was reviewed by (right click in signature box and select sign)

X

Executive Director

X

Board President

# Interim Proposed Changes to NLACRC Bylaws

## Revised Text in Bold Type

Current Version - Art. IV, Sect. 3

The authorized number of Trustees shall be not less than fourteen (14) or more than twenty-two (22), as fixed from time to time by the Board. The authorized number of Trustees may be changed by Bylaws amending this Section 2, duly approved by the Board in accordance with the provisions of Article IX herein.

Proposed Revision - Art. IV, Sect. 3

The authorized number of Trustees shall be not less than **eleven (11)** or more than twenty-two (22), as fixed from time to time by the Board. The authorized number of Trustees may be changed by Bylaws amending this Section 2, duly approved by the Board in accordance with the provisions of Article IX herein.

Current Version – Art. IV, Sect. 7, (d)

At each election, the Board may determine to leave one (1) or more, but not more than seven Trustee positions vacant.

Proposed Revision - Art. IV, Sect. 7, (d)

At each election, the Board may determine to leave one (1) or more, but not more than **eleven (11)** Trustee positions vacant.



**North Los Angeles County Regional Center**  
**Director's Report**  
February 2025

**I. NLACRC Spotlight:**

**A. Special Incident Report Timelines:**

- i. NLACRC's adherence to transmitting Special Incident Reports (SIRs) to the Department of Developmental Services (DDS) in two business days is an average of 93% across a rolling 12 months, as compared to an average of 88.9% across all regional centers.
- ii. Vendors and long-term health providers' adherence to transmitting SIRs to NLACRC is an average of 88% across a rolling 12 months, as compared to an 84.8% average across all regional centers.

**B. Training:**

- i. NLACRC recently surveyed 50 new hires that completed their staff orientation training.
- ii. 62% of the new hires responded to the survey. All respondents agreed, with the majority expressing strong agreement, that the training increased their knowledge and job readiness.

**C. Recruiting Infrastructure:**

- i. Marlene has joined NLACRC as the new Recruiting Manager, bringing over 14 years of experience in recruiting and talent acquisition.
  1. As Recruiting Manager, she will:
    - (a) Lead recruitment strategies to attract top talent.
    - (b) Oversee the hiring process and improve efficiency.
    - (c) Support workforce planning and development initiatives.
- ii. An additional recruiter has been hired, bringing the total to five (5). Plans are underway for another recruiter to join at the end of this month to further strengthen the team.

**D. Career Ladder:**

- i. Due to the work of employee-driven workgroups, NLACRC is creating another job tier for case management – Associate Service Coordinators.
  1. Partnering closely with California State University, Northridge (CSUN), we will be hiring undergraduate and graduate students in related fields to work part-time.
  2. Associate Service Coordinators will have access to mentorship from lead trainers and a reduced caseload.

**E. Self-Determination Lead Training Specialist:**

- i. Also, through the extensive work of employee-driven focus groups, NLACRC is in the process of hiring Consumer Services Consumer Self-Determination Lead Training Specialists.

- ii. The rationale for these positions includes the fact that NLACRC currently manages 504 Self-Determination Program (SDP) cases.
- iii. However, not every Service Coordinator has an SDP case, which limits their fluency in the process.
- iv. Additionally, due to NLACRC's significant recruitment efforts, many Service Coordinators are new, which may impact their ability to provide effective advocacy.
- v. These specialists will not only manage SDP cases directly but also provide training to service coordination units, ensuring they are fully prepared to take on SDP cases once they have demonstrated competency.

## II. Legislative Updates:

### A. **Governor's Proposed Budget:**

- i. The total budget is expected to increase by 20.2%, reaching \$19 billion, which is an increase of \$3.2 billion. Most of this \$18.6 billion is for regional center programs.
- ii. The state's general fund covers 64% of the budget, while the remaining 36% (\$6.84 billion) comes mainly from Medicaid and other sources.
- iii. Public Records Act
  - 1. \$11.5 million is allocated for Public Records Act implementation including \$1.8 million for 10 headquarters positions and contract resources, and \$9.7 million for regional centers to manage redactions, privacy protections, and legal compliance through CPRA management, legal review, and IT support.

### B. **The Office of Management and Budget memo**

- i. This was released on Monday, January 27, 2024 and has since been rescinded.
- ii. Based on our current understanding, Medicaid would not have been affected. However, future proposals may seek to impose work requirements or per capita spending limits on the program.
- iii. Medicaid—known as Medi-Cal in California—remains a critical funding source, accounting for approximately 34.6% (\$6.6 billion) of the projected \$19 billion budget for California's developmental disabilities services system next year, including an estimated \$58 million for Early Start.
- iv. Services provided under the Lanterman Act are entitlement programs, meaning individuals who meet eligibility criteria have a legal right to receive necessary services and support, regardless of budget constraints.
- v. NLACRC will continue to monitor developments and provide updates as more information becomes available.

## III. Department of Developmental Services (DDS) Updates:

### A. **Southern California Fires:**

- i. DDS has allowed regional centers in impacted areas to apply for Health & Safety Waivers if needed.
- ii. DDS has also offered additional flexibilities for us to focus on the continued provision of services for our individuals served.

## **B. Rate Reform**

### **i. Transportation:**

1. DDS has received feedback on transportation rate models, particularly concerns about the shift to single-vehicle mileage billing from individual mile calculations.
2. A workgroup of about 30 participants met on the 13th and continue discussions.
3. The hold harmless calculations in this directive will clarify potential impacts, though a single rate across vehicle types may lead to mixed outcomes.
4. Further discussion is needed on billing when a vehicle serves multiple Regional Centers.

### **ii. Supported Employment Program (SEP) and Other Rate Reform Statutory Changes**

1. Current rate models support a 1:2 staff-to-client ratio for SEP group services, but state law requires a minimum ratio of 1:3. Legislative changes will be needed to allow for 1:2 groupings.
2. The long-term plan is to move service requirements from state law into regulations, starting with employment services and Adult Residential Facilities for Persons with Special Health Care Needs (ARFPSHN), allowing for greater flexibility and updates.

### **iii. Department of Rehabilitation (DOR) Supported Employment Program (SEP) Rate**

1. The DOR has informed providers that it will cover 90% of the benchmark rate, with Regional Centers (RCs) responsible for paying any applicable portion under the Quality Incentive Program (QIP).
2. The Department of Developmental Services (DDS) is working with the DOR to clarify this policy and establish future SEP standards, including evaluating whether Commission on Accreditation of Rehabilitation Facilities (CARF) certification remains beneficial.

## **C. SB 138 Implementation Updates:**

### **i. Intake Standardization**

1. The process will be standardized in phases, with input from a Regional Center (RC) workgroup.
2. There's agreement on standardizing certain elements, like forms.
3. Technology solutions may help streamline the process.

### **ii. Vendorization Standardization**

1. The process will be linked to the provider directory, with a development deadline of June 2025 and implementation by January 2026.
2. Discussions are ongoing about standardizing program design, service agreements, and contract review processes.
3. Providers have raised concerns about varying insurance requirements across regional centers, but full standardization may be difficult due to differing subcontractor rules.

### **iii. Respite Services**

1. A new respite and family support tool is expected to be finalized by June 2025.
2. Regional Centers will begin piloting the tool in the coming weeks.

IV. **Master Plan Workgroup Updates:**

A. **Workgroup #1: Person-Centered Service Systems**

- i. Members focused on improving access to decision-makers, empowering service coordinators to make more decisions, clarifying available services, and expanding outreach to referral sources.

B. **Workgroup #2: Timely and Inclusive Services**

- i. Members are exploring ways to support individuals served by regional centers in becoming more involved in community life, including through employment and civic engagement.

C. **Workgroup #3: High-Quality Workforce**

- i. Participants discussed clarifications to the service coordinator role, enhancing support structures, removing administrative barriers, ensuring equitable pay statewide, and considering an independent study on caseload ratios.

D. **Workgroup #4: Consistent and Data-Driven Systems**

- i. Members are developing recommendations for accountability on person-centered outcomes across DDS, regional centers, and service providers while addressing abuse and neglect protections and creating performance-based incentive structures.

E. **Workgroup #5: Adequate Resources for Lifelong Services**

- i. Participants examined how to make community spaces and services, such as housing and employment, more inclusive to increase independence, participation, and membership for those served by regional centers.

V. **Center Updates:**

A. **Recruitment:**

- i. Total # positions filled: 805
  1. Total # positions authorized: 958
- ii. January New Hires
  1. 1<sup>st</sup> cycle (1/13/2025): 6 (confirmed total)
  2. 2<sup>nd</sup> cycle (1/27/2025): 11 (unconfirmed total)

B. **Outreach:**

i. **Department of Mental Health (DMH): Day of Giving**

1. NLACRC tabled at the most attended DMH event of the year, providing information to 150 attendees. The focus was to provide resources specifically to Antelope Valley's unhoused and underprivileged community. Families received essential goods and toys.

ii. **17<sup>th</sup> Annual Family Literacy Festival**

1. Santa Clarita Public Library hosted their annual event. NLACRC has been in attendance for the last 3 years, sharing literature, books, and giveaways to



attendees to raise awareness about our services. To optimize engagement with families, NLACRC also organized activities for children.

iii. **Filipino Holiday Party**

1. NLACRC joined with Family Focus Resource Center to celebrate the holidays. This group was founded in 1992, and the original founders were recognized by Councilmember John Lee. There was a record number of 76 attendees.

iv. **Northeast Valley Health Corporation (NEVHC)'s 27<sup>th</sup> Annual Holiday Drive**

1. This event focuses on providing resources to medically underserved residents in both the Santa Clarita and San Fernando Valleys. NLACRC provided 135 attendees with information regarding eligibility and services.

C. **Consumer Statistics:**

- i. Total served: 38,302
- ii. Early Start: 5,143
- iii. Lanterman: 30,576
- iv. Breakdown of all three valleys:
  1. AV 9,048 (Early Start & Lanterman)
  2. SCV 4,215 (Early Start & Lanterman)
  3. SFV 22,456 (Early Start & Lanterman)
- v. Intake all 3 valleys: 1,002 & Early Start Intake: 361
- vi. All other categories not captured in Early Start, Lanterman, and Intake, such as Provisional, Enhanced, Specialized, and other which total: 1,220.

D. **Quality Assurance:**

- i. NLACRC's Quality Assurance team conducted 73 residential visits
  1. 40 Unannounced In-Person Visits
  2. 4 Corrective Action Plans developed with residential providers

VI. **Upcoming Disability Organization Events/Activities:**

- A. State Council on Developmental Disabilities next council meeting – March 18, 2025
- B. Disability Rights California's next board meeting—March 27, 2025
- C. Self Determination Local Advisory Meeting –February 20, 2025

**LOS ANGELES COUNTY REGIONAL CENTER**  
**Board Member Reporting Out Form**

**Name:** Silvia Renteria-Haro  
**Meeting:** SDLVAC  
**Date of Meeting:** November 21, 2024

<b>1.</b>	<b>Number of Attendees</b>	22
<b>2.</b>	<b>Public Input:</b>	<ul style="list-style-type: none"> <li>• Lori shared:  NLA SDP Email: <a href="mailto:selfdetermination@nlacrc.org">selfdetermination@nlacrc.org</a>  NLACRC website: <a href="http://www.nlacrc.org">www.nlacrc.org</a>  Committee Direct Email: <a href="mailto:nlacresdlac@gmail.com">nlacresdlac@gmail.com</a>  SDP DVU Connect  NLACRC Support Group- 1<sup>st</sup> Wednesday of the month.  IF Round Table- 2<sup>nd</sup> Thurs of the month.</li> <li>• SSDAC Town Hall December 4, 2024.</li> <li>• John encourages everyone e to have a Person-Centered Plan (PCP) completed.</li> <li>• SDP Coaching available. Claudia Cares and The Legacy Center.</li> <li>• A parent discussed her barriers with her FMS and the committee encouraged her to contact the Ombudsperson. Even though it may appear that DDS is not doing anything, if the issue is impacting many of the SDP participants, they will eventually add guidance.</li> </ul>
<b>3.</b>	<b>Points of Discussion:</b>	<ul style="list-style-type: none"> <li>• Note taking for the SDLAC meetings are done by Zoom-AI. This help save money and provides the committee what it needs.</li> </ul>
<b>4.</b>	<b>Reported out to Committee/Meeting:</b>	<ul style="list-style-type: none"> <li>• We do not have a Board Liaison. Kelley Coleman who was supposed to start this month resigned from her position on the board. The goal is to have a voice in the board, the committee still feels that it would be beneficial if an SDLAC committee member had a place in the board.</li> <li>• RFP interviews were completed, and we are moving forward with five entities.</li> <li>• Centralized SDP Unit- Robin is presenting it to Executive Management.</li> <li>• California Master Program- attempting to solve all the SDP issues.</li> </ul>
<b>5.</b>	<b>Area of Concerns:</b>	<ul style="list-style-type: none"> <li>• We are not going to have enough time to spend the SDP Implementation Funds, therefore the committee would like for NLACRC to extend the contracts as far out as possible and ask DDS for an extension.</li> </ul>
<b>6.</b>	<b>Action Items:</b>	<ul style="list-style-type: none"> <li>• NLACRC to extend contracts for SDP Implementation Funds and request an extension.</li> <li>• NLACRC to look into rate increases.</li> <li>• Lori to follow up with Max Jackson of the Columbus Organization regarding committee involvement in the special contract process.</li> <li>• The committee plans to meet in December to work on their Committee Plan.</li> </ul>

7.	<b>Questions for the Board:</b>	
8.	<b>Miscellaneous</b>	

## Self Determination Program Report - Implementation Updates

December 1, 2024

### North Los Angeles County Regional Center Statistics

Participants have completed Orientation from 2019-Present: **1,014** (increased by 26)

Total number of budgets that are certified: **552** (increased by 28)

Total number of spending plans that are approved: **479**

Total number of spending plans in progress: **56**

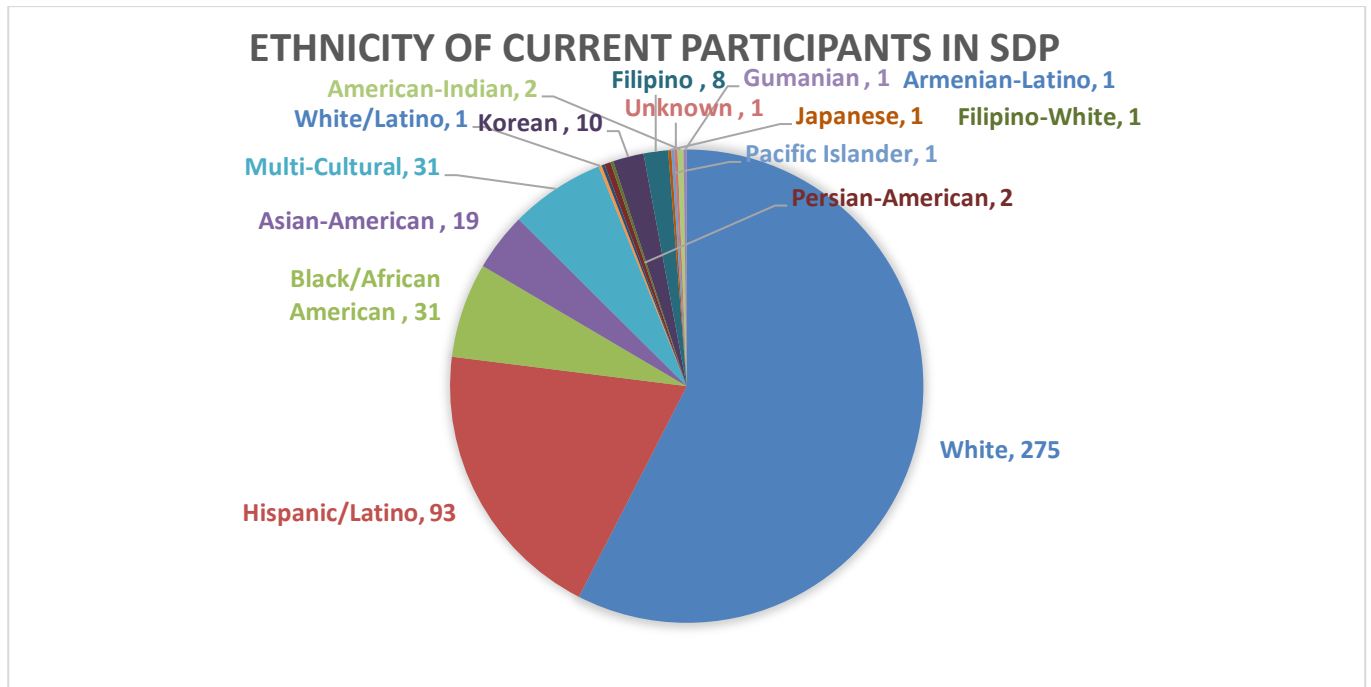
Total number of PCP's completed: **492** (increased by 12)

Total number of participants that did not continue after receiving budget: **3**

Total number of participants that have opted out of SDP: **8** (1 moved out of state)

Total number of Inter-Regional Center Transfers (out): **7**

Participants that have fully transitioned into SDP with approved spending plans and active SDP IPPs: **478** (24 transitions)



#### Transitions based on ethnicity:

White: 12

Latino/Hispanic: 4

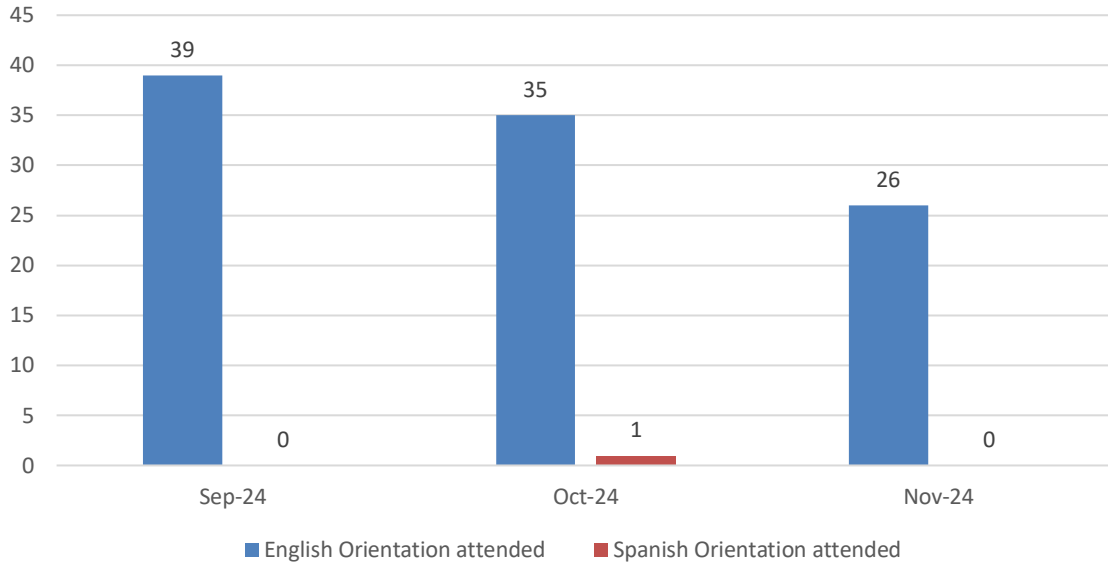
Multi-cultural: 3

African American/Black: 2

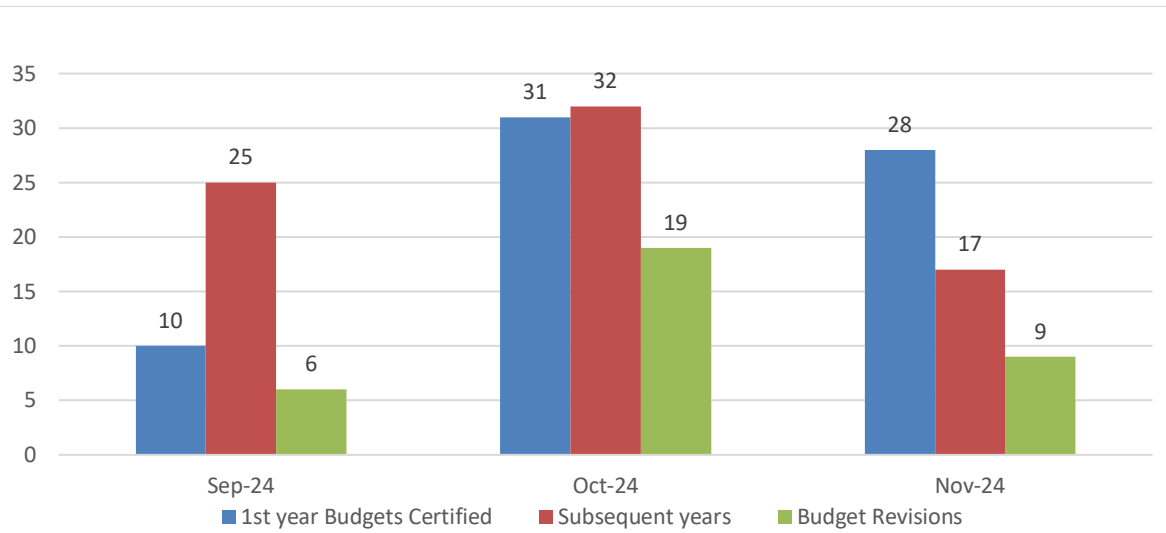
Korean: 2

Guamanian: 1

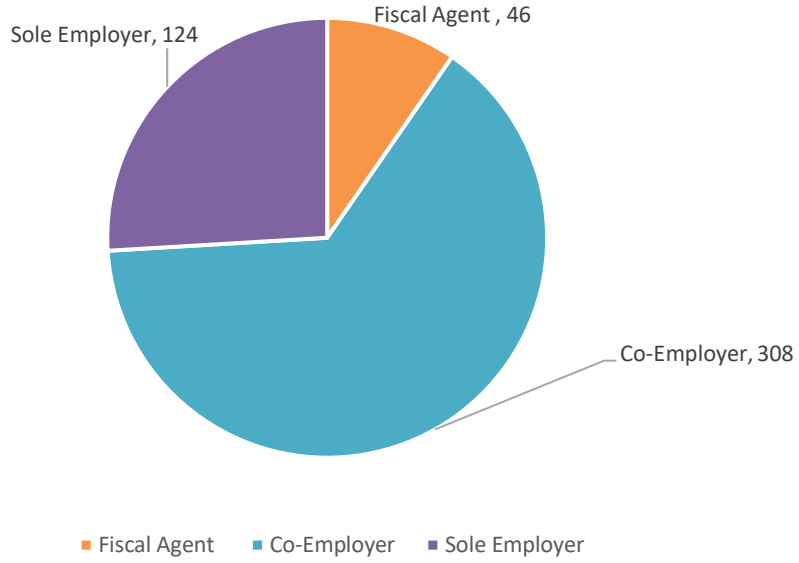
### Monthly Participants Attending SDP Orientation



### Monthly Budgets Certified

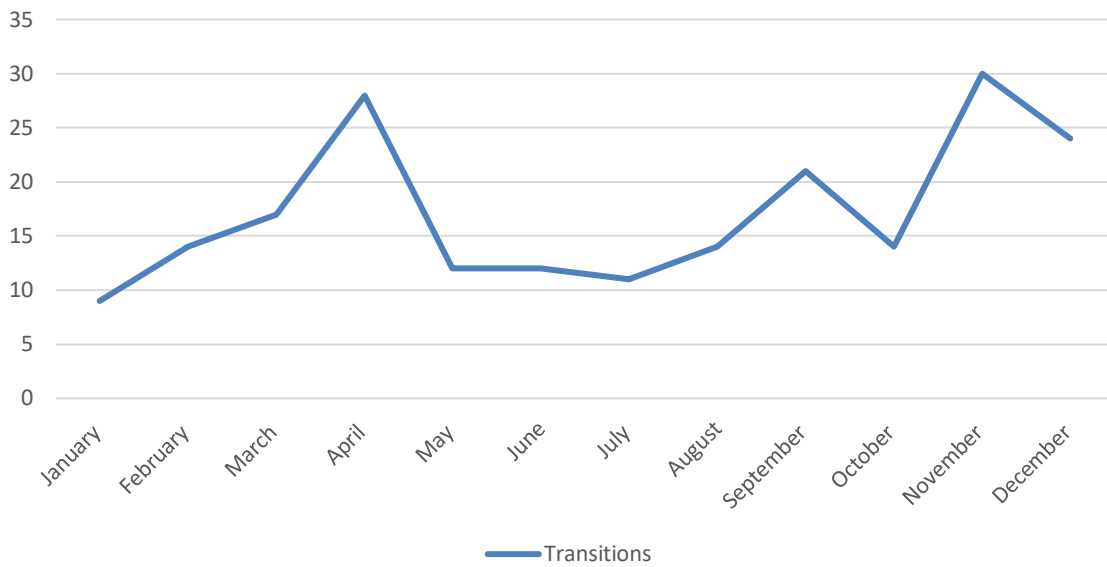


SDP Participants By FMS Model



**Transitions this month:**  
**Bill Payer: 1**  
**Co-Employer: 19**  
**Sole Employer: 4**

Transitions 2024



**Total transitions this year: 206**

*NLACRC Implementation Updates/ information:*

- SDP Orientation is available:
  1. Through State Council <https://scdd.ca.gov/sdp-orientation/>
  2. Virtual through NLACRC on the 1st Monday of the month in English and 3<sup>rd</sup> Monday of the month in Spanish (unless there is a holiday, day may change).  
RSVP: [selfdetermination@nlacrc.org](mailto:selfdetermination@nlacrc.org)
    - Next Virtual Orientation meetings:
      - Monday December 2, 2024 (English) from 9AM-12:00PM
      - Monday December 16, 2024 (Spanish) from 9AM-12:00PM
- Self Determination Support Group – January 8, 2025 at 4:30pm via Zoom. [Meeting Registration - Zoom](#)
- SDP Local Volunteer Advisory Committee- Thursday January 16 from 6:30PM-8:30PM
  - The meeting will be held virtually. The Zoom link can be found on NLACRC’s calendar [Self Determination Local Advisory Committee Meeting | Calendar of Events | NLACRC](#)  
Everyone is welcomed to attend meetings!
- Support for participants and families: NLACRC has coaches available to support with SDP transition process or if you are in the program and need assistance. Ask your CSC for a referral.
  - Claudia Cares Consulting
  - The Legacy Center
- NLACRC & SDP Local Volunteer Advisory Committee Best Practices Subcommittee
  - The Best Practices Subcommittee is reviewing workflows and processes related to NLACRC’s implementation of Self Determination. The committee meets monthly.

*Resources:*

- Disability Voices United – SDP Connect Meetings (Every other Wednesday at 4:30-6pm) [Upcoming Events | Disability Voices United](#)
- Self Determination Program Service Definitions:  
[https://www.dds.ca.gov/wp-content/uploads/2019/05/SDP\\_Service\\_Definitions.pdf](https://www.dds.ca.gov/wp-content/uploads/2019/05/SDP_Service_Definitions.pdf)

FMS Agencies	Model	Language Spoken:	Accepting participants?	Employee Burden Cost	Budget Limits	Contact Info
Ace	Bill Payer, Co-Employer, Sole Employer	English & Farsi	Yes, Free consultation available to prospective clients.	24.86% Co-employer 15.68% Sole Employer	Max budget: \$120,000	Phone: 833-4-ACE FMS (833-422-3367), Option 1 <a href="mailto:Info@acefms.com">Info@acefms.com</a>  Web: <a href="http://AceFMS.com">Http://AceFMS.com</a>
Action	Bill Payer, Co-Employer, Sole Employer	English & Spanish	Yes, new clients call and leave message or fill out a <a href="#">contact us</a> request on the website.	25%-Co-employer 17% Sole Employer	No budget limits	Main office: (310) 867-8882 Website: <a href="http://actionfms.com">actionfms.com</a> Email: <a href="mailto:contact@actionfms.com">contact@actionfms.com</a>
Acumen	Bill Payer, Sole Employer	English & Spanish But have translators for other languages.	Yes. Consult required and it may take up to 2 months to transition.	21.25%	\$200,000	Yvette Torres (424) 210-8810 <a href="mailto:yvettet@acumen2.net">yvettet@acumen2.net</a>
Aveanna	Bill Payer and Co-Employer (with nursing through home health agency only)	English, Spanish, Vietnamese, Cantonese, Mandarin and Trieu Chau	Consult required. Date to be given my FMS agency.	17.37%	Anything above \$150,000 requires additional review. They have a "hard limit" of \$200,00.000 annually.	(866) 979-1182 <a href="mailto:fmsinfo@aveanna.com">fmsinfo@aveanna.com</a>
Cambrian	Bill Payer, Co- Employer	English, Spanish, Vietnamese, Tagalog, Farsi	Yes	22.20%	Budgets over \$120,000 require review.	David Ellis (562) 498-1800 Ext. 2231 <a href="mailto:davide@cfms1.com">davide@cfms1.com</a>
Casa Fiscal/Essential Pay	Bill Payer, Co-employer	English, Spanish, Mandarin	No	19.15%	None	(510) 336-2900 (833) 268-8530 <a href="mailto:contact@essentialpay.com">contact@essentialpay.com</a>



FACT	Bill Payer, Co-Employer, Sole Employer	English	Waiting list	20%	Unknown	(310) 475-9629 <a href="mailto:FMS@factfamily.org">FMS@factfamily.org</a>
FMS Pay LLC	Bill Payer	English Spanish Translation available for other languages		N/A	No budget limit	Phone: (858) 281-5910 Website: <a href="http://www.myfmspay.com">www.myfmspay.com</a> <a href="mailto:connect@fmspay.com">connect@fmspay.com</a>
GT Independence	Bill Payer, Sole Employer, Co- Employer	All Languages are supported to assist Individuals in the language of their choice	Require a certified budget & spending plan draft to start onboarding process.	Co-employer 24%  Sole Employer- 18%  All FMS models- Non-payroll burden 1%	None	Elva Chavez  (877) 659-4500  <a href="mailto:tjones@gtindependence.com">tjones@gtindependence.com</a>
Mains'l	Bill Payer, Sole Employer, and Co- employer	English & Spanish	Require certified budget & spending plan draft to start onboarding process.	17.23% for Sole Employer  17.13% for Co- employer	None	Jason Bergquist  (866) 767-4296  <a href="mailto:jmbergquist@mainsl.com">jmbergquist@mainsl.com</a>
Ritz	Bill Payer, Co-Employer	English, Spanish & Mandarín	New clients- visit website to fill out an inquiry form. Waitlist-June 2024	18.90%	\$120,000	Website: <a href="http://Ritzfms.com">Ritzfms.com</a>  Kitleng Pui <a href="mailto:kpui@ritzvocational.com">kpui@ritzvocational.com</a>  (626)-600-4703
SequoiaSD, Inc.	Bill Payer, Co-Employer, Sole Employer	English, Spanish, Translation available for other languages	Yes, but have certified budget.	20.64%	\$250,000	Website: <a href="http://sequoiasd.com">sequoiasd.com</a>  <a href="mailto:sequoiaenrollment@sequoiasd.com">sequoiaenrollment@sequoiasd.com</a>

# NORTH LOS ANGELES COUNTY REGIONAL CENTER

## ARCA Delegate Report

**Name: Lety Garcia**

**Meeting: ARCA Board of Directors Meeting**

**Date of Meeting: 1/17/25-1/18/25**

<b>1.</b>	<b>Number of Attendees</b>	Approx. 40
<b>2.</b>	<b>Public Input:</b>	Presentation by OC Local Partnership Re: Why individuals with DD who receive Social Security are afraid to work ( in Sharepoint)
	<b>Funding and Sustainability:</b>	-DDS budget is +10% in 2025 -Provider rate reform implementation Jan-June 2025. -\$10mil allocated to RC's to implement the Calif. Pubic Records Act (CPRA) associated with AB1147 law -Enhance Direct Support Providers workforce support.
<b>4.</b>	<b>Inclusive Communities:</b>	-SB138 – Standardizing of Intake Services at Regional Centers -Training of RC staff to better assist with accessing generic services. -New IPP Template roll out. -Master Plan includes rewarding RC's for enhanced measurable outcomes
<b>5.</b>	<b>Flexible and Sustainable Service Models:</b>	ARCA budget priorities: -Funding of consumer service coordinator positions as a next step towards Core Staffing modernization -Accessing housing funds for people served -Enhance RC responsiveness & available support to communities -Upgrading IT and software systems
<b>6.</b>	<b>Self-Determination Program:</b>	SDP is being discussed as part of the Master Plan to be more person centered, inclusive, and accessible.
<b>7.</b>	<b>Points of Discussion for the Board:</b>	-Master Plan workgroup recommendations are being finalized and presented on March 2025. -Discussion is taking place to include enhanced board accountability as well as be trained in The Lanterman Act  -March 3/3-3/4 ARCA Grassroots Day in Sacramento. Board member, vendor, staff, and consumer contingency usually attend. (4+ staff) GCRC Chair, C. Blin to coordinate with C. Whitlock for final confirmations
<b>8.</b>	<b>Miscellaneous:</b>	In order to reduce the size of our board packets, we have created an <b>ARCA folder in SharePoint</b> where board members can access the minutes, agendas, and strategic priorities of ARCA.
<b>9.</b>	<b>Next Meeting:</b>	March 20-21, 2025 Location Sacramento, CA.

HUMAN RESOURCES REPORT

	CSC Vacancies	CSC Growth Positions	Open Other Positions:	Total Open Positions Vacant	Positions on Hold	Positions Filled	FY24/25 Auth Positions	% Filled	New Hires Started in the month	Separations in the Month	Nov '24 - Turnover Rate
All Locations	57	49	32	138	13	794	945	84.02%	19	8	1.01%
SFV	25	23	25	73	12	561	646	86.84%	10	3	
AV	27	20	5	52	1	161	214	75.23%	7	2	
SCV	5	6	2	13	0	72	85	84.71%	2	3	

CSC Vacancies

57

Location	Pos #	CSCs	Department/ Location	Open as of Date
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	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
AV	574	CSC	ADULT 3 - CPP	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	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
SFV	136	CSC	TRANSITION 3	6/17/2024
SFV	263	CSC	TRANSITION 3	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
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
AV	913	CSC	AV EARLY START 4	11/20/2024
SCV	47	CSC	SCV SCHOOL AGE 1	11/20/2024
SCV	114	CSC	SCV EARLY START	11/22/2024

CSC Growth Positions

49

Location	Pos #	CSCs	Department/ Location	Open as of Date
AV	848	CSC	AV ES 3	2/16/2023
AV	854	CSC	AV ES 4	2/16/2023
SCV	789	CSC	SCV SA 2	2/16/2023
SCV	838	CSC	SCV ES 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	793	CSC	ADULT 6	2/16/2023
SFV	797	CSC	ADULT 10	2/16/2023
SFV	792	CSC	ADULT 10	2/16/2023
SFV	807	CSC	ADULT 11	2/16/2023
SFV	831	CSC	ES 7	2/16/2023
SFV	856	CSC	SA - PROV ELIG	4/1/2023
AV	27	OD SPEC	AV/OD FL	7/3/2023
SFV	866	FLOATER	CASE MANGMT	7/31/2023
SFV	37	OD SPEC	OD	8/31/2023
AV	910	CSC	AV ADULT 4	9/11/2023
AV	911	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 SA 3	11/20/2023
SFV	564	FLOATER	TRANSITION 1	12/4/2023
AV	606	CSC	AV ADULT 2	12/4/2023
AV	944	CSC	AV TRANS 3	3/1/2024
SCV	841	CSC	SCV ES 2	4/24/2024
SFV	809	CSC	ADULT 11	4/26/2024
AV	608	CSC	AV TRANS 2	5/20/2024
AV	662	CSC	AV TRANS 3	5/20/2024
SFV	658	CSC	ADULT 1	5/23/2024
SFV	62	CSC	ADULT 2	6/3/2024
SCV	611	CSC	SCV ES 2	7/29/2024
AV	776	CSC	AV SA 3	9/9/2024
SFV	752	CSC	SCHOOL AGE 9	9/26/2024
AV	781	CSC	AV SA 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 TRANS 3	9/30/2024
AV	943	CSC	AV TRANS 3	9/30/2024
SFV	103	CSC	TRANSITION 1	10/21/2024
SFV	826	CSC	ES 7	10/21/2024
SCV	234	CSC	SCV ES 2	11/1/2024
SFV	818	CSC	ES 6	11/8/2024
AV	766	CSC	AV ADULT 3	11/22/2024
SFV	730	CSC	ADULT 9	11/22/2024

FY24/25 Authorized Positions	Positions Added Based on FY 24/25 Growth
945	0

Open Other Positions:

32

Location	Pos #	All Other Positions	Department/ Location	Open as of Date
AV	882	LEAD TRAINER CSC	TRANSITION 1	7/11/2023
AV	883	LEAD TRAINER CSC	SCHOOL AGE	7/11/2023
AV	884	LEAD TRAINER CSC	ADULT	7/11/2023
AV	885	LEAD TRAINER CSC	ADULT	7/11/2023
SFV	879	LEAD TRAINER CSC	ADULT	7/11/2023
SFV	886	LEAD TRAINER CSC	TRANSITION 1	7/11/2023
SFV	889	LEAD TRAINER CSC	EARLY START	7/11/2023
SFV	569	HR SPECIALIST I	HUMAN RESOURCES	10/4/2023
SFV	863	COMM SERV SPECIALIST	COMMUNITY SERVICES 2	10/5/2023
SFV	925	VENDOR COORDINATOR	COMMUNITY SERVICES 1	10/5/2023
SFV	544	PSYCH SERVICES SUPERVISOR	CLIN SERV - PSYCH	12/4/2023
SFV	54	PSYCH SERVICES SUPERVISOR	CLIN SERV - PSYCH	12/4/2023
SFV	11	ACCOUNTANT JR	ACCOUNT - AUDITS & REV	12/31/2023
AV	345	AGING ADULT SPECIALIST	AV - CONSUMER SERVICES	1/1/2024
SFV	680	WORKFORCE & EMPLOYMENT SPEC	COMMUNITY SERVICES	1/15/2024
SFV	945	BEHAVIORAL CONSULTANT	CLIN SERVICES - BEHAV	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 & PROJECT MANAGER	IT	5/7/2024
SCV	626	OFFICE ASSISTANT II	FACILITIES	7/1/2024
SFV	959	CONTRACT, PRIVACY & COMMS DIR	ACCOUNTING - ADMIN	7/11/2024
SFV	960	APPS DEVELOPER & INTEGRATOR	IT	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
SFV	58	INTAKE SPECIALIST	CLIN SERVICES - INTAKE	9/26/2024
SFV	614	OFFICE ASSISTANT II	RECS & DOC MANAGEMENT	10/7/2024
SFV	965	SOCIAL RECREATION SPECIALIST	CASE MANAGEMENT	10/17/2024
SFV	966	RECRUITING MANAGER	HUMAN RESOURCES	10/17/2024
SFV	967	OFFICE ASSISTANT II	CONTRACT ADMIN 1	10/17/2024
SCV	384	CONSUMER SERVICES MANAGER	SCV ADULT	11/4/2024
SFV	219	CONSUMER SERVICES DIRECTOR	CONSUMER SERVICES 1	11/8/2024

Positions on Hold

13

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	CHF CONS & COMM SERV OFF	ADMINN - EXEC	8/26/2024
SFV	242	HUMAN RESOURCES SUP	HUMAN RESOURCES	2/12/2024
SFV	933	EXECE ADMIN ASSISTANT	HUMAN RESOURCES	7/26/2024
AV	858	CSC	SA - PROV ELIG	11/25/2023

**New Hires Started in the month** **19**

Location	Pos #	Position	Hire Date
SCV	258	CSC	11/4/2024
AV	854	CSC	11/4/2024
AV	778	CSC	11/4/2024
SFV	266	CSC	11/4/2024
SFV	953	CSC	11/4/2024
SFV	769	CSC	11/4/2024
SFV	189	CSC	11/4/2024
SFV	323	CSC	11/4/2024
SFV	427	CSC	11/4/2024
AV	913	CSC	11/18/2024
SFV	806	CSC	11/18/2024
SFV	210	CSC	11/18/2024
SFV	810	CSC	11/18/2024
AV	64	CSC	11/18/2024
SCV	217	CSC	11/18/2024
AV	908	CSC	11/18/2024
AV	909	CSC	11/18/2024
AV	779	CSC	11/18/2024
SFV	440	CSC	11/18/2024

**Separations in the Month** **8**

Location	Pos #	Position	Separation Reason	Term Month
SFV	219	CONSUMER SERVICES DIRECTOR	RETIREMENT	11/8/2024
SFV	818	CSC	PERSONAL	11/8/2024
SFV	730	CSC	PERSONAL	11/22/2024
SCV	47	CSC	RETIREMENT	11/20/2024
SCV	234	CSC	PERFORMANCE	11/1/2024
SCV	114	CSC	PERSONAL	11/22/2024
AV	766	CSC	PERSONAL	11/21/2024
AV	913	CSC	PERSONAL	11/20/2024

North Los Angeles County Regional Center

**Consumer Advisory Committee**

**2024-25 Priority Activities**

1. CAC members will promote and support efforts for meaningful employment opportunities for people with disabilities.
2. CAC members will regularly attend various transportation meetings in order to keep current on any changing trends.
3. CAC members will work together to share information about current consumer issues at CAC meetings (like employment, transportation, legislation, and housing). Any information that the committee thinks is really important will be posted on their web page.
4. CAC members will educate other consumers about the CAC to promote involvement and membership.



[cac.goals.23.24] Approved: \_\_\_\_\_

North Los Angeles County Regional Center

**Consumer Services Committee**

**Priorities for FY 2024-25**

- 1. Propose strategies for increasing access to services in the Center's communities, including participation in alternative nonresidential services delivery.**
- 2. Address disparities by developing strategies to increase POS expenditures within families of color.**
- 3. Propose and advocate for reduced caseload ratios that will result in effective service coordination for unique populations such as self-determination and consumers/families who are not accessing the services authorized in their Individual Program Plans (IPPs).**
- 4. Monitor progress in the implementation of the center's self-determination program.**
- 5. Monitor service delivery for compliance with Home and Community-Based Services (HCBS) waiver, statutory and regulatory requirements**



[priorities.2324] Approved: 09/13/23

## North Los Angeles County Regional Center

### **Board of Trustees**

#### Legislative Priorities for F.Y. 2024-25

1. Increase our community engagement and increase participation in legislative advocacy directed toward oversight, accountability, and transparency, and increase funding for the regional center system, and increasing service access and equity.
2. Conduct legislative advocacy trainings, which inform our community and encourage stakeholders to participate in advocacy activities.
3. Hold at least one annual legislative event at the Government & Community Relations Committee's discretion.
4. Engage the community to support legislation for mental health and competitive integrated employment.
5. Develop and maintain relationships with elected representatives and candidates for legislative office through virtual and live meetings, candidates' forums, and events, as appropriate as determined by the Government & Community Relations Committee.
6. Work with and engage new community partners to engage disability community organizations, service providers and other entities to provide advocacy to support and further the mission of NLACRC.
7. Continue to advocate for funding through appropriate methods (include but not limited to email, social media, and the agency's website) and to government entities that have the power to influence the state of the regional center service system (such as the Health and Human Services Department Secretary, Department of Finance, and the Legislative Analysts' Office).
8. Identify and act on specific bills, initiatives, and budget items that align with the priorities. For example, taking positions, drafting letters, and sharing information with the community. (Items already on this list are: Assembly Bill 1147, and the modernization of core staffing formula)



North Los Angeles County Regional  
Center **Strategic Planning Committee**

**DRAFT Priorities for FY 2024-25**

1. Competitive Integrated Employment
  - Develop and encourage career development, vocational training, competitive integrated employment opportunities and paid internships for consumers 14 years of age and older.
2. Self-Determination
  - Provide creative, sustainable services to consumers and families looking for alternatives to vendorization.
3. In Home Supportive Services and Mental Health Services
  - Increased access in service delivery with regional center support.
4. Housing
  - Advocate and/or develop affordable, accessible, and specialized housing for consumers in each of our valleys
5. Service Access and Equity
  - Identify strategies and evaluate progress in reducing disparities in the coordination or authorizing services, both internally and externally. (internal)
6. Home and Community Based Services (HCBS) Final Rule
  - Monitor NLACRC's efforts to support compliance with the HCBS final rules by March 2024.



[priorities.2122] Approved:

## North Los Angeles County Regional Center

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*Summer 2024*

### Performance Report for North Los Angeles County Regional Center

Every year, the Department of Developmental Services (DDS) contracts with regional centers in California to serve individuals and families. And, every year DDS looks at how well the regional centers are doing. This report will give you information about your regional center.

Last year, at North Los Angeles County Regional Center (NLACRC) we served about 35,040 individuals. The charts on page two tell you about the individuals we serve. You will also see how well we are doing in meeting our goals and in fulfilling our contract with DDS.

At NLACRC, we want to improve every year, do better than the state average, and meet or exceed the DDS standard. As you can see in this report, we performed well for the Regional Center Goals set forth by DDS (see page 2) as follows:

#### **Met DDS goals:**

- ♦ Fewer individuals living in developmental centers.
- ♦ Fewer children live in large facilities (more than 6 people).

#### **Met DDS goals and Exceeded Statewide Average:**

- ♦ More children live with families.
- ♦ More adults live in home settings.
- ♦ Fewer adults live in large facilities (more than 6 people).

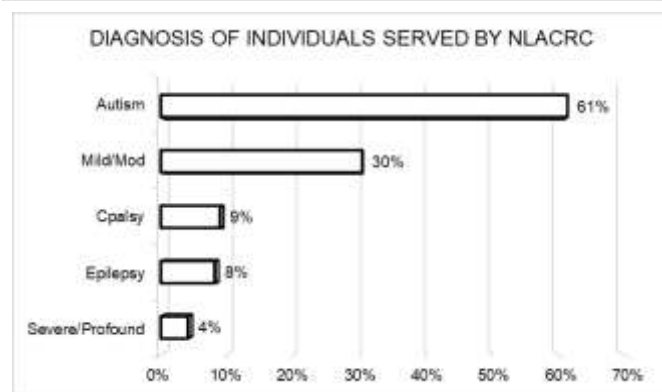
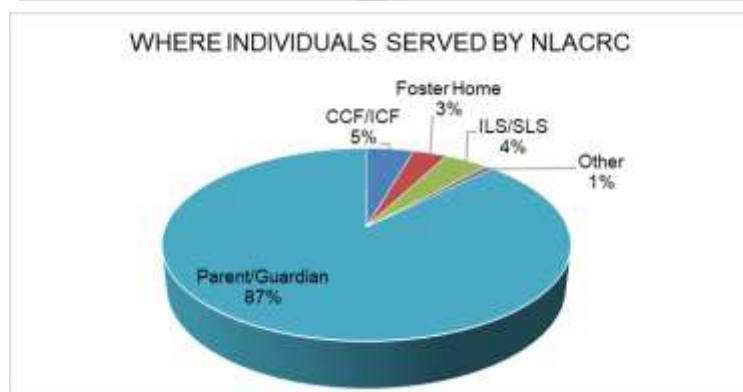
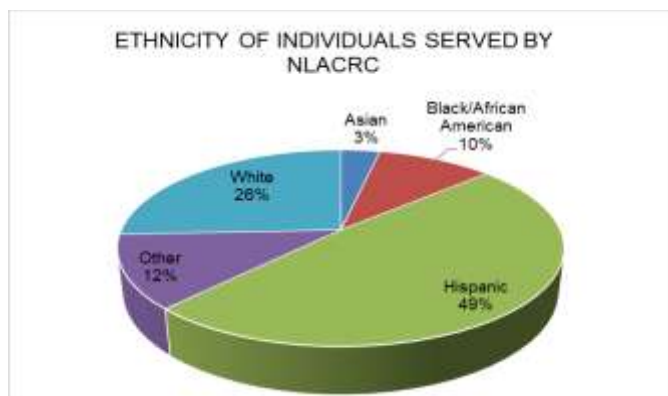
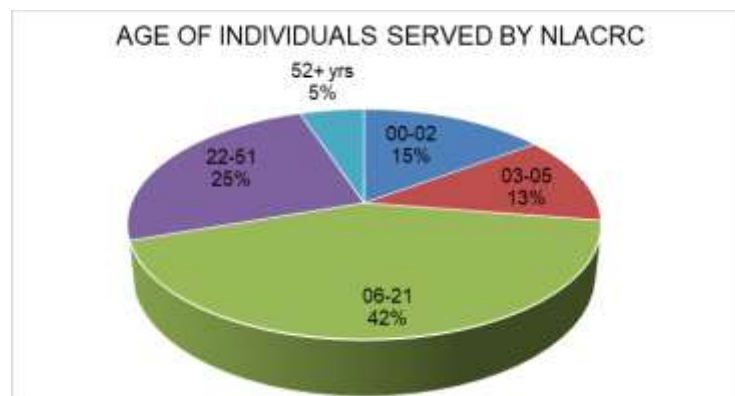
We also met all DDS Compliance Standards (see page 3). And, although we have demonstrated a slight uptick from the last report in the area of reducing disparities and improving equity for individuals we serve from diverse communities (see page 5), please know that NLACRC is committed to continue improvement this area.

We hope this report helps you learn more about NLACRC. If you have any questions or comments, please contact us!

This report is a summary. To see the complete report, go to: [www.nlacrc.org](http://www.nlacrc.org) or contact Angela Pao-Johnson at (818) 756-6360.

Angela Pao-Johnson  
Executive Director

These charts tell you about who NLACRC individuals are and where they live.



### How well is NLACRC performing?

This chart tells you five areas where DDS wants each regional center to keep improving.

The first column tells you how NLACRC was doing last reporting period, and the second column shows how NLACRC was doing at the end of fiscal year 2024.

To see how NLACRC compares to the other regional centers in the state, compare the numbers to the state averages (in the shaded columns).

Regional Center Goals (based on Lanterman Act)	Last Reporting Period (December 2022)		Current Reporting Period (June 2024)	
	State Average	NLACRC	State Average	NLACRC
Fewer individuals live in developmental centers	0.06%	0.05%	0.05%	0.03%
More children live with families	99.61%	99.78%	99.69%	99.82%
More adults live in home settings	83.01%	85.49%	83.86%	86.09%
Fewer children live in large facilities (more than 6 people)	0.03%	0.01%	0.02%	0.00%
Fewer adults live in large facilities (more than 6 people)	1.67%	2.04%	1.46%	1.89%

Notes: 1) Individuals can be included in more than one diagnosis category. 2) Residence Types: CCF/ICF is Community Care Facility/Intermediate Care Facility; ILS/SLS is Independent Living Services/Supported Living Services. 3) Home settings include independent living, supported living, Adult Family Home Agency homes, and individuals' family homes. 4) Green text indicates the RC remained the same or improved from the previous year, red indicates the RC did not improve.

<b>Areas Measured</b>	<b>Last Reporting Period</b>	<b>Current Reporting Period</b>
Passes independent audit	Yes	Yes
Passes DDS audit	Yes	Yes
Audits vendors as required	Met	Met
Didn't overspend operations budget	Yes	Yes
Participates in the federal waiver	Yes	Yes
CDERs and ESRs are updated as required (CDER is the Client Development Evaluation Report and ESR is the Early Start Report. Both contain information about individuals, including diagnosis.)	97.31%	99.97%
Intake/Assessment timelines for individuals age 3 or older met	96.08%	99.73%
IPP ( <i>Individual Program Plan</i> ) requirements met	96.08%	93.89%
IFSP ( <i>Individualized Family Service Plan</i> ) requirements met	90.5%	89.5%

Notes: 1) The federal waiver refers to the Medicaid Home and Community-Based Services Waiver program that allows California to offer services not otherwise available through the Medi-Cal program to serve people (including individuals with developmental disabilities) in their own homes and communities. 2) The CDER and ESR currency percentages were weighted based on the RC's Status 1 and Status 2 caseloads to arrive at a composite score. 3) N/A indicates that the regional center was not reviewed for the measure during the current period.

The chart below shows how well NLACRC is performing on increasing individual employment performance compared to their prior performance and statewide averages:

Areas Measured	Time Period				
	CA	NLACRC	CA	NLACRC	
<b>Individual Earned Income (Age 16 to 64 years):</b> Data Source: Employment Development Department	Jan through Dec 2022		Jan through Dec 2023		
Quarterly number of individuals with earned income	31,413	2,359	32,132	2,506	
Percentage of individuals with earned income	15.40%	16.25%	15.20%	16.55%	
Average annual wages	\$13,198	\$13,831	\$14,251	\$14,967	
<b>Annual earnings of individuals compared to people with all disabilities in California</b> Data Source: American Community Survey, 2022 five-year estimate	2021		2022		
	\$30,783		\$29,382		
<b>National Core Indicator Adult In-Person Survey*</b>	July 2017-June 2018		July 2020-June 2021		
Percentage of adults who reported having integrated employment as a goal in their IPP	29%	26%	35%	N/A	
<b>Paid Internship Program</b> Data Source: Paid Internship Program Survey	2021-22		2022-23		
	CA Average	NLACRC	CA Average	NLACRC	
Number of adults who were placed in competitive, integrated employment following participation in a Paid Internship Program	1,527	102	2,650	214	
Percentage of adults who were placed in competitive, integrated employment following participation in a Paid Internship Program	12%	22%	10%	9%	
Average hourly or salaried wages for adults who participated in a Paid Internship Program	\$15.08	\$15.18	\$15.96	\$16.24	
Average hours worked per week for adults who participated in a Paid Internship Program	15	15	14	14	
<b>Competitive Integrated Employment</b> Data Source: Competitive Integrated Employment Incentive Program Survey					
Average wages for adults engages in competitive, integrated employment, on behalf of whom incentive payments have been made	\$15.63	\$15.77	\$16.51	\$16.71	
Average hours worked for adults engages in competitive, integrated employment, on behalf of whom incentive payments have been made	22	21	21	22	
Total number of Incentive payments made for the fiscal year for the following amounts:**	\$3,000	25	34	804	74
	\$2,500	42	68	849	72
	\$2,000	55	111	1,031	97

\*Regional centers receive an 'N/A' designation within the table if fewer than 20 people responded to the survey item.

Indicator showing the relationship between annual authorized services and expenditures by individual's residence type and ethnicity

Residence Type	American Indian or Alaska Native		Asian		Black/African American		Hispanic		Native Hawaiian or Other Pacific Islander		White		Other Ethnicity or Race	
	21-22	22-23	21-22	22-23	21-22	22-23	21-22	22-23	21-22	22-23	21-22	22-23	21-22	22-23
Home	✘ 0.40	✘ 0.35	⚠ 0.57	⚠ 0.59	⚠ 0.63	⚠ 0.58	⚠ 0.63	⚠ 0.65	⚠ 0.65	⚠ 0.64	⚠ 0.58	⚠ 0.60	⚠ 0.56	⚠ 0.60
ILS/SLS	✘ 0.32	⚠ 0.55	✔ 0.79	✔ 0.79	✔ 0.79	✔ 0.81	✔ 0.75	✔ 0.77	N/A	N/A	✔ 0.81	✔ 0.79	✔ 0.77	✔ 0.77
Institutions	N/A	N/A	N/A	N/A	✘ 0.22	⚠ 0.52	✘ 0.24	✘ 0.48	N/A	N/A	✘ 0.01	✔ 0.91	N/A	⚠ 0.51
Residential	N/A	N/A	✔ 0.77	✔ 0.82	⚠ 0.75	✔ 0.77	✔ 0.79	✔ 0.82	✔ 0.93	✔ 0.87	⚠ 0.73	✔ 0.77	✔ 0.80	✔ 0.83
Med/Rehab/Psych	N/A	N/A	N/A	⚠ 0.74	✔ 0.87	✔ 1.05	⚠ 0.53	⚠ 0.67	N/A	N/A	⚠ 0.68	✔ 0.76	✔ 0.98	✔ 0.99
Other	N/A	N/A	✔ 0.87	✔ 0.93	⚠ 0.69	⚠ 0.64	✔ 0.76	✔ 0.83	N/A	N/A	✔ 0.81	✔ 0.76	⚠ 0.74	⚠ 0.62

Notes: 1) Institutions include developmental centers, state hospitals, and correctional facilities. 2) Residential includes care facilities intermediate care facilities, and continuous nursing facilities. 3) Med/Rehab/Psych include skilled nursing facilities, psychiatric treatment and rehabilitation centers, acute general hospitals, sub-acute care services, and community treatment facilities. 4) Other includes individuals who are out-of-state, in hospice, transient/homeless, or not listed elsewhere. 5) Green check marks are indicated by values less than 1.25 and greater than or equal to 0.75. Yellow warning signs are indicated by values less than 1.5 and greater than or equal to 1.25 and less than .75 and greater than 0.5. Red x's are indicated by values less than or equal to 0.5 and greater than or equal to 1.5. A perfect ratio is indicated as 1.0.

Percent of total annual purchase of service expenditures by individual's ethnicity and age

Age Group	Measure	American Indian or Alaska Native		Asian		Black/African American		Hispanic		Native Hawaiian or Other Pacific Islander		White		Other Ethnicity or Race	
		21-22	22-23	21-22	22-23	21-22	22-23	21-22	22-23	21-22	22-23	21-22	22-23	21-22	22-23
Birth to 2	Individuals	0%	0%	5%	5%	5%	5%	49%	48%	0%	0%	20%	20%	21%	22%
	Expenditures	0%	0%	6%	6%	5%	5%	50%	49%	0%	0%	21%	21%	18%	19%
3 to 21	Individuals	0%	0%	6%	6%	9%	10%	53%	53%	0%	0%	23%	22%	9%	9%
	Expenditures	0%	0%	6%	6%	11%	11%	47%	46%	0%	0%	28%	28%	8%	8%
22 and older	Individuals	0%	0%	6%	6%	12%	12%	37%	38%	0%	0%	41%	39%	4%	4%
	Expenditures	0%	0%	6%	6%	10%	11%	27%	27%	0%	0%	52%	51%	4%	4%

Measure	Fiscal Year	Number of Eligible Individuals Receiving Case Management Only			Percent of Eligible Individuals Receiving Case Management Only		
		Birth to 2	3 to 21	22 and Older	Birth to 2	3 to 21	22 and Older
American Indian or Alaska Native	21-22	1	8	5	20%	40%	71%
	22-23	1	15	3	14%	65%	38%
Asian	21-22	28	394	133	8%	36%	21%
	22-23	17	436	145	5%	36%	22%
Black/African American	21-22	37	532	286	10%	33%	23%
	22-23	18	597	314	5%	32%	24%
Hispanic	21-22	218	3,147	941	6%	35%	25%
	22-23	172	3,507	1,035	5%	34%	26%
Native Hawaiian or Other Pacific Islander	21-22	0	5	0	0%	36%	0%
	22-23	0	4	0	0%	57%	0%
White	21-22	116	1,287	712	8%	33%	17%
	22-23	96	1,358	792	6%	33%	19%
Other Ethnicity or Race	21-22	124	499	88	8%	32%	22%
	22-23	111	587	98	7%	32%	24%
Total	21-22	524	5,872	2,165	7%	34%	21%
	22-23	415	6,504	2,387	5%	34%	23%

**Want more information?**

To see the complete report, go to: [www.nlacrc.org](http://www.nlacrc.org)

Or contact Angela Pao-Johnson at (818) 756-6330

# North Los Angeles County Regional Center

## **Vendor Advisory Committee** **FY 2022-23 Priority Issues**

**Priority for each of the 3 groups:** Support of consumers' and families' service needs through creative, resourceful alternative service delivery that promotes choice, communication, and connection. Identify legislative advocacy issues as applicable to each group.

### **I. Early Start Services**

- Continue strengthening and enhancing the social-emotional development of children by supporting the family system in alignment with the State Systemic Improvement Plan (SSIP).
- Advocate and educate the medical community in early intervention and available services to support optimal development of every child.

### **II. School Age Services**

- Identify strategies and formulate solutions to simplify access to services by working in collaboration with NLACRC and public resources such as individual providers and agencies.
- Identify strategies and share ideas with NLACRC and vendored service providers in developing NLACRC's portal for authorization of services.
  - a. Collect topics for Vendor Support Forum (continuous)
    - i. Transparency on Authorization Status.
    - ii. Future NLACRC portal functionality and platform development.
- Support and assist regional center consumers and families, and vendor service providers in successfully and seamlessly serving school-age consumers enrolled in NLACRC's Self-Determination program.
- Discuss, review, and advocate for (DDS) legislative ideas that benefit school-age regional center consumers and their families and the support system to which they are entitled.
- Recruit more providers to serve on the School-Aged Subcommittee.

### **III. Adult Services**

- Encourage, promote, and engage in activities to increase competitive, integrated, customized employment opportunities for adults with I/DD.
- Continue to seek and share innovative housing solutions that expand choice and affordability for persons with I/DD.
- Support and assist vendored service providers to successfully and seamlessly serve individuals
  - enrolled in the self-determination program.
- Discuss, review, posit, and advocate for legislative ideas that benefit adults with I/DD and the support system in which they are entitled.
- Share ideas and formulate new solutions working in collaboration with public resources and NLACRC to advance person centered supports for aging adults with I/DD.



Rolling 12-Month Attendance	Jul-24	Aug-24	Sep-24	Oct-24	Oct-24	11/13/20	Dec-23	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total	Total
	Special Board	Board Orientation	Board	Board	DDS Meeting	Board	Dark	Board	Board	Board	Board	Board	Board	Absences	Hours
Nicholas Abrahms	P	P	P	P	P	P		P						0	11.00
George Alvarado	P	P	P	P	P	P		P						0	11.00
Cathy Blin	P	Ab	P	P	P	P		P						1	9.00
Sharmila Brunjes	P	Ab	P	P	P	P		P						1	9.00
Leticia Garcia	P	Ab	P	P	P	P		P						1	9.00
Juan Hernandez	P	P	P	P	P	P		P						0	11.00
Anna Hurst	Ab	Ab	P	Ab	P	P		P						3	6.75
Alex Kopilevich ( <i>VAC Rep</i> )	P	P	P	P	P	P		P						0	11.00
Jennifer Koster	Ab	P	P	P	P	P		P						1	9.75
Laura Monge	P	P	P	P	P	P		P						0	11.00
Curtis Wang	P	P	P	P	P	P		P						0	11.00
Meeting Time	1.25	2	2.25	1	1	1.5		2							11.00

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

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		
Cathy Blin			P		P								0	4:45
Andrea Devers (VAC Rep)			P		P								0	4:45
Meeting Time			3:00		1:45									

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)

North Los Angeles County Regional Center

Consumer Advisory Committee

FY24-25 Meeting Attendance

Consumer Attendee *Committee Members	July 2024 DARK	August 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024 DARK	Jan 2025 DARK	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	TOTALS Absences	TOTALS Attended (Non-CM)
Meeting Length														
*Juan Hernandez, Chair		P	P	P	P			P					0	
*Bill Abramson		P	P	P	P			P					0	
*Pam Aiona		P	Ab	P	P			P					1	
*Jennifer Koster		P	P	P	P			P					0	
*Destry Walker		P	P	Ab	Ab			A					2	
Andrew Garcia		Ab	Ab	P	P			P					2	3
Elizabeth Lyons					P			A					1	
Alyssa Mazur		P	Ab	Ab	Ab			A					1	1
Y. Parvoool		P	Ab	Ab	Ab			A					1	1
Elena Tiffany		P	Ab	P	Ab			A					1	2
		0.75	1.25	1.5	1.5			1.5						

**Membership:** Consumers who attend 5 meetings in a 12-month period can become a CAC Member.

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
Consumer Services Committee	Dark	Dark		Dark		Dark	Dark		Dark		Dark	Dark		
Nicholas Abrahms			P		P								0	3.25
Cathy Blin			P		P								0	3.25
Anna Hurst			P		P								0	3.25
Jennifer Koster			P		P								0	3.25
Laura Monge			P		P								0	3.25
Sharon Weinberg (VAC Rep)			P		P								0	3.25

Meeting Time

1.25

2.00

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)

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
Executive Committee														
Meeting Length	Dark					Dark						Dark		
Sharmila Brunjes		P	P	P	P								0	4.25
Leticia Garcia		P	P	P	P								0	4.25

Meeting Time                      1.25      1.00      1.00      0.75

P = Present      Ab = Absent

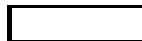
Attendance Policy: In the event a Trustee shall be absent from three (3) consecutive regularly-scheduled Board meetings or from three (3) consecutive meetings of any one or more committees on which he or she may be serving, or shall be absent from five (5) regularly-scheduled Board meetings or from five (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)

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>Government &amp; Community Relations Committee</b>	Dark		Dark		Dark	Dark		Dark	Dark	Dark		Dark		
George Alvarado		Ab		Ab (60%)			P						2	0.75
Cathy Blin		P		P			Ab						1	2.00
Leticia Garcia				P			P						0	1.25
Juan Hernandez		P		P			P						0	2.75
Jennifer Koster		P		P			P						0	2.75
Laura Monge		P		P			P						0	2.75
Curtis Wang		P		P			P						0	2.75
Jodie Agnew-Navarro, VAC Rep		P		P			Ab						1	2.00
													0	

Meeting Time                      1.50                      0.50                      0.75

P = Present      Ab = Absent

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FY 2024-25 Nominating Committee	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
	Dark		Dark	Dark		Dark					Dark	Dark		
Curtis Wang, Chair		P		P	P		P	P					0	7.75
Sharmila Brunjes		P		P	P		P	P					0	7.75
Lety Garcia		P		P	P		P	P					0	7.75
Juan Hernandez		Ab		P	P		P	P					1	7.75
Alex Kopilevich		Ab		P	P		P	P					1	7.75

Meeting Time                      1.00                      2.00                      2.75                      2.00                      2.50

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)

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
Post-Retirement Medical Trust	Dark	Postponed		Dark	Dark	Dark	Dark	Dark	Dark	Dark		Dark		
Angela Pao-Johnson - Staff			P										0	0.50
Vini Montague - Staff			P										0	0.50

Meeting Time 0.50

P = Present      Ab = Absent      \* = Joined Committee

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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
Strategic Planning	Dark		Dark	Dark		Dark			Dark	Dark		Dark		
Jennifer Koster, Alt. Chair		P			P								0	2.00
Nicholas Abrahms		P			P								0	2.00
Lety Garcia		Ab			P								1	1.25
Juan Hernandez		P			P								0	2.00
Anna Hurst		Ab			P								1	1.25
Octavia Watkins - VAC Rep		P			P								0	2.00

Meeting Time

0.75

1.25

P = Present

Ab = Absent

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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
Vendor Advisory Committee	Dark					Dark						Dark	Absences
Alex Kopilevich, Chair		P	P	P	P		P						0
Jaklen Keshishyan, Alt. Chair		P	P	P	P		P						0
Jodie Agnew Navarro		P	P	P	P		P						0
Masood Babaeian		P	P	Ab	P		P						1
Paul Borda		P	P	P	P		P						0
Andrea Devers		P	Ab	P	P		P						1
Cal Enriquez		P	P	P	P		P						0
Ute Escorcia		P	P	P	P		P						0
Ricki Macken Chivers		P	P	P	P		P						0
Vahe Mkrtchian		Ab	P	Ab	P		P						2
Daniel Ortiz		Ab	P	Ab	Ab		P						3
Jen Pippard		P	P	P	P		Ab						1
Octavia Watkins		P	P	P	P		P						0
Sharon Weinberg		P	P	Ab	P		P						1
Meeting Time		2.50	1.75	1.50	1.75		1.25						

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North Los Angeles County Regional Center

**ALPHABET SOUP**

AAIDD	- American Association on Intellectual and Developmental Disabilities
AAP	- Adoption Assistance Program
AB	- Assembly Bill (State)
ABLE Act	- The “Achieving a Better Life Experience” (ABLE) Act of 2014
ACRC	- Alta California Regional Center
ADA	- Americans with Disabilities Act
ADC	- Adult Development Center
AFPF	- Annual Family Program Fee
AIS	- ARCA Information Systems
ARCA	- Association of Regional Center Agencies
ARFPSHN	- Adult Residential Facility for Persons with Specialized Healthcare Needs
BCBA	- Board-Certified Behavior Analyst
CAC	- Consumer Advisory Committee
CAL-ARF	- California Association of Rehabilitation Facilities
CAL-TASH	- The Association for Persons with Severe Handicaps
CARF	- Commission on Accreditation of Rehabilitation Facilities
CASA	- Community Advocacy Services Association
CASHPCR	- California Association of State Hospitals-Parent Councils for the Retarded
CCF	- Community Care Facility
CCL	- Community Care Licensing
CCR	- California Code of Regulations
CCS	- California Children’s Services (State and County)
CDCAN	- California Disability Community Action Network
CDE	- Comprehensive Diagnostic Evaluation
CDER	- Client Development Evaluation Report
CIE	- Competitive Integrated Employment
CMS	- Centers for Medicare and Medicaid Services (formerly HCFA)
CMIS	- Client Management Information System
COEC	- Community Outreach and Education Committee (ARCA)
COLA	- Cost of Living Adjustment
CP	- Cerebral Palsy
CPES	- Community Provider of Enrichment Services
CPP	- Community Placement Plan
CRDP	- Community Resource Development Plan
CSC	- Consumer Service Coordinator

CSLA	- Community Supported Living Arrangement
CVRC	- Central Valley Regional Center
DAC	- Day Activity Center
DCFS	- Department of Children and Family Services (County)
DD	- Developmental Disabilities
DD Council	- State Council on Developmental Disabilities
DDS	- Department of Developmental Services (State)
DHCS	- Department of Health Care Services
DHS	- Department of Health Services (State)
DOE	- Department of Education (State and Federal)
DOF	- Department of Finance
DOH	- Department of Health
DOR/DR	- Department of Rehabilitation
DPSS	- Department of Public Social Services (County)
DRC	- Disability Rights California (formerly Protection & Advocacy, Inc.)
DSM	- Diagnostic and Statistical Manual of Mental Disorders
DSP	- Direct Support Professional
DSS	- Department of Social Services (State)
DOR	- Department of Rehabilitation (State)
DRC	- Disability Rights California (formerly Protection & Advocacy)
DTT	- Discrete Trial Training
DVU	- Disability Voices United
EBSH	- Enhanced Behavioral Support Home
ECF	- Exceptional Children's Foundation
EDD	- Employment Development Department (State)
EDMS	- Electronic Document Management System
ELARC	- Eastern Los Angeles Regional Center
EPSDT	- Early and Periodic Screening, Diagnosis, and Treatment
FACT	- Foundation for Advocacy, Conservatorship, and Trust of CA
FCPP	- Family Cost Participation Program
FDC	- Fairview Developmental Center
FEMA	- Federal Emergency Management Assistance
FETA	- Family Empowerment Team in Action
FHA	- Family Home Agency
FMS	- Financial Management Service
FNRC	- Far Northern Regional Center
FSA	- Flexible Spending Account

GGRC	- Golden Gate Regional Center
HCBS	- Home and Community Based Services (Waiver)
HCFA	- Health Care Financing Administration (now called CMMS)
HIPAA	- Health Insurance Portability and Accountability Act
HOPE	- Home Ownership for Personal Empowerment
HRC	- Harbor Regional Center
HUD	- Housing and Urban Development (Federal)
ICB Model	- Individualized Choice Budget Model
ICC	- Inter-agency Coordinating Council
ICC	- Integrated Community Collaborative/Intregadoras
ICF	- Intermediate Care Facility
ICF/DD	- Intermediate Care Facility/Developmentally Disabled
ICF/DD-H	- Intermediate Care Facility/Developmentally Disabled-Habilitative
ICF/DD-N	- Intermediate Care Facility/Developmentally Disabled-Nursing
ICF/SPA	- Intermediate Care Facility/State Plan Amendment
IDEA	- Individuals with Disabilities Education Act
IDEIA	- Individuals with Disabilities Education Improvement Act
IDP	- Individual Development Plan
IDT	- Inter-disciplinary Team
IEP	- Individual Educational Plan
IFSP	- Individual Family Service Plan
IHP	- Individual Habilitation Plan
IHSS	- In-Home Supportive Services
ILC	- Independent Living Center
ILS	- Independent Living Services
IMD	- Institutes of Mental Disease
IPP	- Individual Program Plan
IRC	- Inland Regional Center
ISP	- Individual Service Plan
KRC	- Kern Regional Center
LACHD	- Los Angeles County Health Department
LACDMH	- Los Angeles County Department of Mental Health
LACTC	- Los Angeles County Transportation Commission
LADOT	- Los Angeles Department of Transportation (City)
LAUSD	- Los Angeles Unified School District

LCSW	- Licensed Clinical Social Worker
LDC	- Lanterman Developmental Center
LEA	- Local Education Agency
LICA	- Local Interagency Coordination Area
LRC	- Lanterman Regional Center
MCH	- Maternal and Child Health
MFCC	- Marriage, Family and Child Counselor
MHRC	- Mental Health Rehabilitation Center
MMIS	- Medicaid Management Information System
MSW	- Masters in Social Work
NADD	- National Association for the Dually Diagnosed
NASDDDS	- National Association of State Directors of Developmental Disabilities Services
NBRC	- North Bay Regional Center
NLACRC	- North Los Angeles County Regional Center
OAH	- Office of Administrative Hearings
OCRA	- Office of Client Rights Advocacy
OPS	- Operations funds (for Regional Centers)
OSEP	- Office of Special Education Programs
OSERS	- Office of Special Education and Rehabilitative Services
OSHA	- Occupational Safety and Health Administration
OT	- Occupational Therapy
PAI	- Protection and Advocacy, Inc. (now called Disability Rights CA)
PDD	- Pervasive Developmental Disorder
PDC	- Porterville Developmental Center
PDF	- Program Development Fund
PEP	- Purchase of Service Expenditure Projection (formerly SOAR)
PEPRA	- Public Employees' Pension Reform Act
PERS	- Public Employees' Retirement System
PET	- Psychiatric Emergency Team
PIP	- Paid Internship Program
PL 94-142	- Public Law 94-142 (Right to Education Bill)
PMRT	- Psychiatric Mobile Response Team
POLST	- Physician Orders for Life-Sustaining Treatment
POS	- Purchase of Services funds (for Regional Centers)
PRMT	- Post-Retirement Medical Trust

PRRS	- Prevention Resources and Referral Services
PRUCOL	- Permanently Residing in the U.S. Under Color of the Law
PT	- Physical Therapy
QMRP	- Qualified Mental Retardation Professional
RC	- Regional Center
RCEB	- Regional Center of the East Bay
RCFE	- Residential Care Facility for the Elderly
RCOC	- Regional Center of Orange County
RCRC	- Redwood Coast Regional Center
RDP	- Resource Development Plan
RFP	- Request for Proposals
RRDP	- Regional Resource Development Project
RSST	- Residential Service Specialist Training
SARC	- San Andreas Regional Center
SB	- Senate Bill (State)
SCDD	- State Council on Developmental Disabilities
SCIHLP	- Southern CA Integrated Health and Living Project
SCLARC	- South Central Los Angeles Regional Center
SDRC	- San Diego Regional Center
SDC	- Sonoma Developmental Center
SDP	- Self-Determination Program
SDS	- Self-Directed Services
SEIU	- Service Employees' International Union
SELPA	- Special Education Local Plan Area
SG/PRC	- San Gabriel/Pomona Regional Center
SLS	- Supported Living Services
SMA	- Schedule of Maximum Allowances (Medi-Cal)
SNF	- Skilled Nursing Facility
SOAR	- Sufficiency of Allocation Report (see PEP)
SOCCO	- Society of Community Care Home Operators
SPA	- State Plan Amendment
SRF	- Specialized Residential Facility
SSA	- Social Security Administration
SSDI	- Social Security Disability Insurance
SSI	- Supplemental Security Income
SSP	- State Supplementary Program

TASH	- The Association for the Severely Handicapped
TCRC	- Tri-Counties Regional Center
UAP	- University Affiliated Program
UCI	- Unique Client Identifier
UCP	- United Cerebral Palsy
UFS	- Uniform Fiscal System
VAC	- Vendor Advisory Committee
VIA	- Valley Industry Association (Santa Clarita Valley)
VICA	- Valley Industry & Commerce Association (San Fernando Valley)
VMRC	- Valley Mountain Regional Center
WAP	- Work Activity Program
WIOA	- Workforce Innovation and Opportunity Act

[alphabetsoup] January 7, 2021



# July 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 <b>Independence Day</b> (NLACRC closed)	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24 <u>6:00pm-8:00pm</u> <b>Board Member Orientation</b>	25	26	27
28	29	30	31			

# August 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 <u>9:30 am</u> Vendor Advisory Committee Meeting	2	3
4	5 <u>6:00 pm</u> Strategic Planning Committee Meeting	6	7 <u>3:00 pm</u> Consumer Advisory Committee Meeting  <u>5:30 pm</u> Nominating Committee Meeting	8	9	10
11	12	13	14	15	16	17
18	19	20	21 <u>6:00 pm</u> Government & Community Relations Committee Meeting	22 <u>6:30 pm</u> Executive Committee Meeting	23	24
25	26	27	28	29	30	31

# September 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 <u>3:00pm</u> Consumer Advisory Committee Meeting	5 <u>9:30 am</u> Vendor Advisory Committee Meeting	6	7
8	9 <u>6:00 – 7:00 pm</u> Board Packet Review	10	11 <u>6:00 pm</u> Board of Trustees Meeting	12	13	14
15	16	17	18 <u>6:00 pm</u> Consumer Services Committee Meeting	19	20	21
22	23	24 <u>6:00 pm</u> Administrative Affairs Committee Meeting	25	26 <u>5:30 pm</u> Post-Retirement Medical Trust Meeting  <u>6:30 pm</u> Executive Committee Meeting	27	28
29	30					

# October 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2  <u>3:00pm</u> Consumer Advisory Committee Meeting  <u>5:30 pm</u> Nominating Committee Meeting	3  <u>9:30 am</u> Vendor Advisory Committee Meeting	4	5
6	7  <u>5:00 – 6:00 pm</u> Board Packet Review	8	9  <u>6:00 pm</u> Board of Trustees Meeting  <i>In-Person @ NLACRC Chatsworth office</i>	10	11	12
13	14	15	16  <u>6:00 pm</u> Government & Community Relations Committee Meeting	17	18	19
20	21	22	23	24  <u>6:00 pm</u> Executive Committee Meeting	25	26
27	28	29	30	31 <b>Halloween</b>		

# November 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 <u>6:00 pm</u> Strategic Planning Committee Meeting	5	6 <u>3:00pm</u> Consumer Advisory Committee Meeting	7 <u>9:30 am</u> Vendor Advisory Committee Meeting	8	9
10	11 <b>Veterans Day</b> (NLACRC offices closed)	12 <u>5:00 – 6:00 pm</u> Board Packet Review  <u>6:00 – 7:00 pm</u> Board Training	13 <u>6:00 pm</u> Board of Trustees Meeting  <i>In-Person @ NLACRC Santa Clarita office</i>	14	15	16
17	18	19	20 <u>6:00 pm</u> Consumer Services Committee Meeting	21 <u>5:00 pm</u> Administrative Affairs Committee Meeting  <u>6:30 pm</u> Executive Committee Meeting	22	23
24	25	26	27	28 <b>Thanksgiving</b> (NLACRC offices closed)	29 <b>Day after Thanksgiving</b> (NLACRC closed)	30

# December 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25 Christmas Day (NLACRC offices closed)	26	27	28
29	30	31				

# January 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 <b>New Year's Day</b> (NLACRC offices closed)	2 <u>5:30 pm</u> Nominating Committee Meeting	3	4
5	6 <u>5:00 – 6:00 pm</u> Board Packet Review  <u>6:00 – 7:00 pm</u> Board Training TBD	7	8 <u>6:00 pm</u> Board of Trustees Meeting	9 <u>9:30 am</u> Vendor Advisory Committee Meeting	10	11
12	13	14	15 <u>6:00 pm</u> Government & Community Relations Committee Meeting	16	17	18
19	20 <b>Martin Luther King Day</b> (NLACRC offices closed)	21	22	23 <u>6:00 pm</u> Executive Committee Meeting	24	25
26	27	28	29	30	31	

# February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5  <u>3:00pm</u> Consumer Advisory Committee Meeting  <u>5:30 pm</u> Nominating Committee Meeting	6	7	8
9	10  <u>5:00 – 6:00 pm</u> Board Packet Review  <u>6:00 – 7:00 pm</u> Board Training TBD	11	12  <u>7:00 pm</u> Board of Trustees Meeting	13  <u>9:30 am</u> Vendor Advisory Committee Meeting	14	15
16	17  <b>Presidents Day</b> (NLACRC offices closed)	18	19  <u>6:00 pm</u> Consumer Services Committee Meeting	20  <u>6:00 pm</u> Administrative Affairs Committee Meeting	21	22
23	24  <u>6:00 pm</u> Strategic Planning Committee Meeting	25	26	27  <u>6:00 pm</u> Executive Committee Meeting	28	



# March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5 <u>3:00pm</u> Consumer Advisory Committee Meeting  <u>5:30 pm</u> Nominating Committee Meeting	6	7	8
9	10 <u>5:00 – 6:00 pm</u> Board Packet Review  <u>6:00 – 7:00 pm</u> Board Training TBD	11	12 <u>6:00 pm</u> Board of Trustees Meeting	13 <u>9:30 am</u> Vendor Advisory Committee Meeting	14	15
16	17	18	19 <u>6:00 pm</u> Government & Community Relations Committee Meeting	20	21	22
23	24	25	26	27 <u>6:00 pm</u> Executive Committee Meeting	28	29
30	31 <b>Cesar Chavez Day</b> (NLACRC offices closed)					

# April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2  3:00pm Consumer Advisory Committee Meeting  5:30 pm Nominating Committee Meeting	3	4	5
6	7  5:00 – 6:00 pm Board Packet Review  6:00 – 7:00 pm Board Training TBD	8	9  6:00 pm Board of Trustees Meeting  <i>In-Person @ NLACRC Antelope Valley office</i>	10  9:30 am Vendor Advisory Committee Meeting	11	12
13	14	15	16  6:00 pm Consumer Services Committee Meeting	17  6:00 pm Administrative Affairs Committee Meeting	18	19
20	21	22	23	24  6:00 pm Executive Committee Meeting	25	26
27	28	29	30			

# May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 <u>6:00 pm</u> Strategic Planning Committee Meeting	6	7 <u>3:00pm</u> Consumer Advisory Committee Meeting	8 <u>9:30 am</u> Vendor Advisory Committee Meeting	9	10
11	12 <u>5:00 – 6:00 pm</u> Board Packet Review  <u>6:00 – 7:00 pm</u> Board Training TBD	13	14 <u>6:00 pm</u> Board of Trustees Meeting	15	16	17
18	19	20	21 <u>6:00 pm</u> Government & Community Relations Committee Meeting	22 <u>5:30 pm</u> Post-Retirement Medical Trust Meeting  <u>6:30 pm</u> Executive Committee Meeting	23	24
25	26 <b>Memorial Day</b> (NLACRC offices closed)	27	28	29	30	31

# June 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	<u>5:00 – 6:00 pm</u> Board Packet Review  <u>6:00 – 7:00 pm</u> Board Training TBD	10	<u>6:00 pm</u> Board of Trustees Meeting	12	13	14
15	16	17	18	Juneteenth (NLACRC offices closed)	20	21
22	23	24	25	26	27	28
29	30					



# North Los Angeles County Regional Center

Main 818-778-1900 • Fax 818-756-6140 | 9200 Oakdale Avenue #100, Chatsworth, CA 91311 | [www.nlacrc.org](http://www.nlacrc.org)

## Board of Trustees Meetings Schedule - Monthly FY 2024-25

**Board Orientation, Wednesday, July 24, 2024**

5:00 p.m.

~ No meeting in August 2024~

**Wednesday, September 11, 2024**

6:00 p.m.

**Wednesday, October 9, 2024**

~In-Person at NLACRC Chatsworth Office~

6:00 p.m.

**Wednesday, November 13, 2024**

~In-Person at NLACRC Santa Clarita Valley~

6:00 p.m.

~ No meeting in December 2024~

~~Wednesday, January 8, 2025~~

**Rescheduled-Thursday, January 16, 2025**

6:00 p.m.

**Wednesday, February 12, 2025**

~~6:00 p.m.~~

**Wednesday, March 12, 2025**

6:00 p.m.

**Wednesday, April 9, 2025**

~In-Person at NLACRC Antelope Valley~

6:00 p.m.

**Wednesday, May 14, 2025**

6:00 p.m.

**Wednesday, June 11, 2025**

6:00 p.m.

Approved: 09/26/2024

## BOARD & BOARD COMMITTEE LIST

FY 2024-2025

### Board of Trustees

*Vacant*—President

*Vacant*—First V.P.

*Vacant*—Second V.P.

*Vacant*- Secretary

*Vacant* –Treasurer

**Leticia Garcia** – ARCA Rep

**Sharmila Brunjes**- ARCA Alt

**George Alvarado** –ARCA CAC Rep

**Juan Hernandez** –ARCA CAC Alt

Nicholas Abrahms

Cathy Blin

Anna Hurst

Alex Kopilevich – VAC Chair

Jennifer Koster

Laura Monge

Curtis Wang

*(5 open positions)*

### Administrative Affairs

**Vini Montague, Staff**

**Danielle Fernandez, Admin**

Chair—*Vacant*

Cathy Blin

[VAC Representative](#)

Jaklen Keshishyan

### Consumer Services

**Evelyn McOmie, Staff**

**Sandra Rizo, Admin**

Chair—*Vacant*

Nicholas Abrahms

Cathy Blin

Anna Hurst

Jennifer Koster

Laura Monge

[VAC Representative](#)

Sharon Weinberg

### Executive

**Angela Pao-Johnson, Staff**

**Arezo Abedi, Admin**

Chair—*Vacant*

Sharmila Brunjes

Leticia Garcia

### Government & Community

#### Relations

**Chris Whitlock, Staff**

**Lindsay Granger, Admin**

**Cathy Blin, Chair**

Curtis Wang, Alt. Chair

George Alvarado

Lety Garcia

Juan Hernandez

Jennifer Koster

Laura Monge

[VAC Representative](#)

Jodie Agnew-Navarro

#### Nominating

**Evelyn McOmie, Staff**

**Lindsay Granger, Admin**

**Curtis Wang, Chair**

Sharmila Brunjes

Lety Garcia

Juan Hernandez

[VAC Representative](#)

Alex Kopilevich

#### Post-Retirement Medical Trust

**Vini Montague, Staff**

**Danielle Fernandez, Admin**

Chair—*Vacant*

Angela Pao-Johnson

Vini Montague

### Strategic Planning

**Angela Pao-Johnson, Staff**

**Lindsay Granger, Admin**

Chair –*Vacant*

Jennifer Koster, Alt. Chair

Nicholas Abrahms

Lety Garcia

Juan Hernandez

Ana Hurst

Evelyn McOmie, Staff

[VAC Representative](#)

Octavia Watkins

### Recruitment

**Betsy Monahan, Staff**

**Lindsay Granger, Admin**

Chair—*Vacant*

Lety Garcia

## BOARD ADVISORY COMMITTEE LIST

FY 2024-2025

### Vendor Advisory

Angela Pao-Johnson, Staff

Lindsay Granger, Admin

**Alex Kopilevich, Chair**

**Jaklen Keshishyan, Alt. Chair**

Jodie Agnew-Navarro

Octavia Watkins

Masood Babaeian

Paul Borda

Andrea Devers

Cal Enriquez

Ute Escorcía

Ricki Macken Chivers

Vahe Mkrtchian

Daniel Ortiz

Jen Pippard

Sharon Weinberg

*(3 open position)*

### Consumer Advisory

Santos Rodriguez

Lindsay Granger, Admin.

**Juan Hernandez, Chair**

Bill Abramson

Pam Aiona

Jennifer Koster

Destry Walker

### Self Determination

**Silvia Renteria-Haro, Staff**

**Robin Monroe, Staff**

**Lori Walker, Chair**

Miriam Erberich, Co-Chair

Victoria Berrey

Michael Carey

Socorro Curameng

Richard Dier

Jordan Feinstock

Jon Francis

Ricardo Martinez

Erica Rodriguez