


AGENDA

SPECIAL JOINT MEETING OF THE BOARD OF COMMISSIONERS AND THE BUDGET & FINANCE AND EXECUTIVE COMMITTEES

Budget & Finance Committee Chair: Robert Byrd

Thursday, November 17, 2022
10:00 AM

Meeting Location:
VIRTUAL

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1. **ACTION**
Call to Order / Roll Call
 2. **INFORMATION**
Public Comment for items on the agenda
 3. **ACTION**
Approve Employment Agreement for Newly Appointed Executive Director Karla Pleitez Howell 2
 4. **ACTION**
Award Executive Director's 2022 Performance Bonus
 5. **ACTION**
Adjournment

COMMISSIONERS

Los Angeles County Supervisor	Judy Abdo	Summer McBride
Holly J. Mitchell	Robert Byrd, Psy.D	Maricela Ramirez
<i>Chair</i>	Astrid Heger, M.D.	Carol Sigala
Brandon Nichols	Yvette Martinez	
<i>Vice Chair</i>		

EX OFFICIO MEMBERS

Barbara Ferrer, Ph.D.,
M.P.H., M.Ed.
Jacquelyn McCroskey, DSW
Deanne Tilton

EXECUTIVE DIRECTOR

Karla Pleitez Howell

EXECUTIVE VICE PRESIDENT

John A. Wagner

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A PUBLIC ENTITY

First 5 LA

SUBJECT:

New 3-year employment contract with Karla Pleitéz Howell to be First 5 LA's Executive Director

RECOMMENDATION:

Approve the Executive Director's Employment Contract for a period of three years, effective January 5, 2023 at an annual salary of \$375,000.

BACKGROUND:

The Board has selected Karla Pleitéz Howell to be First 5 LA's new Executive Director. The proposed employment contract sets out the terms and conditions of employment for a three- year term. Ms. Pleitéz Howell has agreed to accept the proposed terms.

DISCUSSION:

The proposed three-year employment contract sets Ms. Pleitéz Howell's annual base salary at \$375,000, subject to annual increases of 5% on July 1, 2024 and July 1, 2025 following a satisfactory performance evaluation. Also, First 5 LA agrees to contribute the additional amount of 3% of Ms. Pleitéz Howell's annual salary to a deferred compensation retirement account established for the Executive Director. The contract provides for a monthly automobile allowance of \$550 and four weeks of paid vacation each year. The contract can be terminated by either party on 30-days notice and, if terminated by First 5 LA without cause, provides for the payment of a severance benefit equal to six months' salary and cost of health benefits. With regard to health insurance and other benefits, including contributions to her Section 403(b) retirement account, Ms. Pleitéz Howell will receive the same benefits as other First 5 LA management employees.

The contract also prescribes the evaluation tool for the annual performance evaluation process starting in 2024, and requires that a set of goals and objectives will be developed for that purpose each year.

RECOMMENDATION:

It is recommended that the Board approve the proposed employment agreement with Karla Pleitéz Howell to be First 5 LA's Executive Director and authorize the Chair to execute it on behalf of First 5 LA.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into and effective as of the 5th day of January, 2023 by and between the **Los Angeles County Children and Families First Proposition 10 Employer** (“Employer”) and **Karla Pleitéz Howell** (“Employee”). In this Agreement, Employer and Employee are referred to collectively as the “Parties.”

RECITALS

A. Employer desires to employ the services of Employee in the position of Executive Director, and Employee desires to become the Executive Director of Employer.

B. Employee is qualified and available to be so-employed and to perform the duties and responsibilities of Executive Director.

C. The Parties intend that this document shall formalize their agreement as to the terms and conditions of employment and the rights and obligations of the Parties, all as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained the Parties agree as follows:

1. Duties. Employer agrees to employ Employee as Executive Director of Employer, to perform the functions and duties of the Executive Director as specified in Employer’s Bylaws, Governance Guidelines, Employee Handbook, and any other applicable by-law, resolution, regulation, policy, rule, procedure or job description, and to perform such other legally permissible and proper duties and functions as the Board of Commissioners of Employer (the “Commission”) may from time to time assign to Employee. Employee agrees to remain in the exclusive employ of Employer and not to become otherwise employed while this Agreement is in effect without the prior written approval of the Commission. During Employee’s tenure as Executive Director, Employee shall report to and be subject to annual evaluation by the Commission or its designee(s).

2. Hours of Work. Employee’s duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at public meetings. Employee shall not be entitled to additional compensation for any work performed in excess of eight (8) hours per day or forty (40) hours per week or in excess of normal work hours. Employee shall be an exempt employee for purposes of wage and hour law and shall be exempt from paid overtime compensation. Employee may choose a weekly work schedule that is consistent with existing Employer policy including, without limitation, Employer’s then-current “9/80” work schedule, or similar full time work schedule, as available to other management employees of Employer. Any outside activities undertaken by Employee during Employee’s normal work hours shall be subject to the advance approval of the Commission’s Chair and shall not detract from the productivity of the organization and Employee’s ability to timely perform all job functions.

3. Term. This Agreement shall be effective as of January 5, 2023. Unless sooner terminated as provided in this Agreement, the Term of this Agreement shall be from its effective date ending December 31, 2025. Either Employer or Employee may terminate this Agreement and the employment relationship at any time, with or without cause, upon at least thirty (30) days’ prior written notice to the other, subject only to the severance requirements of Section 12, below.

Employee shall be paid for all accrued salary and vacation through the effective date of such termination. After the effective date of termination, or expiration of this Agreement, Employer shall have no obligation to pay any compensation or severance benefit, except as expressly provided in Section 12 of this Agreement.

4. Salary. Employer shall pay Employee an annual base salary of \$375,000.00 (Three Hundred Seventy-Five Thousand Dollars) less legally required or permitted deductions, prorated and paid on Employer's normal paydays. Effective July 1, 2024, and July 1, 2025, and immediately following completion of a satisfactory or better Annual Performance Evaluation, Employee shall be entitled to a five percent (5%) increase in annual base salary without further action by the Board of Employer.

5. Retirement. Employee shall be entitled to participate in any retirement savings plan and/or deferred compensation plan established by Employer for the benefit of employees. If consistent with Employer's policy for all other employees, Employer shall match the contribution Employee makes to Employer's existing § 403b Retirement Savings Account (or functionally similar plan) ("Plan 1") subject to the limits and vesting rules set forth in such plan and applicable to all employees. In addition to Employee's participation in Plan 1, Employer shall establish and administer a § 457(f) deferred compensation plan (or functionally and legally similar alternative) for a highly compensated employee, or may continue to administer an existing plan ("Plan 2"), and Employer shall annually contribute to Plan 2 an additional deferred compensation amount equivalent to three percent (3%) of Employee's annual base salary, divided into monthly contributions and subject to any limit on Employer contributions imposed by law. Employer's contributions to Plan 2 shall fully vest in Employee on January 5, 2024, and each subsequent anniversary date, or on such earlier date as this Agreement is terminated by Employer without cause. Employer's contributions to Plan 2 shall not be vested in Employee if Employer terminates this Agreement for cause, or if Employee terminates this Agreement prior to the end of the Term.

6. Medical, Dental, Vision, Life, and Disability Insurance. Employee shall be entitled to participate in the medical, dental, vision, life, and disability insurance plans adopted by Employer, according to the terms and conditions of the applicable plans, to the same extent and in the same manner as is generally applicable to other employees or, if different, as applicable to the management employees of Employer. Employer shall reimburse Employee's actual out-of-pocket costs (if any) for Consolidated Omnibus Budget Reconciliation Act ("COBRA") premiums paid to Employee's previous employer prior to the date Employee's insurance coverage from Employer commences.

7. Vacation, Sick Leave, and Holidays. Employee shall be entitled to four (4) weeks of paid vacation per year. Sick leave benefits are subject to the terms and conditions of Employer's sick leave programs applicable to all employees. Employee shall be entitled to such paid holidays as are provided to other employees of Employer. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.

8. Automobile Allowance and Travel Expenses. Employer shall provide to Employee a monthly automobile allowance of \$550.00 (Five Hundred Fifty Dollars). Such amount is designed to reimburse Employee for all costs associated with the use of Employee's automobile within Los Angeles County and the counties contiguous to Los Angeles County, for business purposes, including, without limitation, all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation, and interest. Employee shall be responsible for maintaining all records required by applicable California and federal law concerning use of such automobile. Employee shall

maintain automobile liability insurance, as required by California law, and shall provide proof of such coverage to Employer upon request. Any automobile liability insurance maintained by Employee shall be primary to insurance or self-insurance maintained by Employer. For business travel expenses, except for Employee's use of Employee's personal automobile, Employee shall be entitled to travel reimbursement subject to Employer's policies and practices applicable to all employees of Employer or, if different, as applicable to management employees of Employer.

9. Other Benefits. Employer shall provide to Employee all other health and welfare benefits to the same extent and under the same terms and conditions as are generally applicable to other employees of Employer or, if different, as applicable to management employees of Employer. Employer shall provide to Employee any other benefits mandated by state or federal law. Employee's salary increases are governed by Section 4 of this Agreement and Employee shall not be entitled to any additional Cost-of-Living Adjustment ("COLA") increases granted to other employees.

10. General Expenses. Employer recognizes that Employee may incur certain expenses of a non-personal and job-related nature. Employer agrees to reimburse Employee for reasonable expenses that are submitted to Employer for approval and which are supported by expense receipts, statements, or personal affidavits, and audits thereof in like manner as other Employees. Employer shall provide a mobile phone and tablet computer or any other similar device as agreed upon by Employer and Employee for Employee's use, and reasonable service and data plans paid for by Employer.

11. Evaluation. Employer, through the Commission, shall conduct an Annual Performance Evaluation of Employee not later than the end of each fiscal year commencing in FY 2023-24. Employer shall schedule the evaluation, as appropriate, under Employer's agenda procedures. Employer may, at its discretion, schedule additional meetings with Employee. A mutually agreeable evaluation tool, attached hereto as Exhibit A, and list of annual goals, to be established by the parties not later than June 30, 2023 and then attached hereto as Exhibit B, shall be used by Employer to prepare and compile Employer's annual evaluation of Employee. Exhibits A and B are incorporated herein by this reference. From time to time, Employee and Employer may agree to amend the evaluation tool and following the first evaluation Employee and Employer shall annually prepare a new Exhibit B for the subsequent year. The then-current version of the documents shall be substituted for Exhibit A and/or B, as applicable. A copy of each written annual evaluation from Employer shall be placed in Employee's personnel file.

12. Severance. Employee is employed at the pleasure of Employer, and is thus an at-will employee. Employer may terminate this Agreement and the employment relationship at any time without cause. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employer to terminate the employment of Employee, subject to the applicable notice and severance provisions, if any. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from employment with Employer, subject to the applicable notice provisions.

A. If Employer terminates this Agreement (thereby terminating employment with Employer) without cause during the term of this Agreement, Employer shall:

1. Pay Employee a lump sum amount equal to six (6) months of Employee's then applicable monthly base salary as severance pay.

2. Provide Employee a lump sum amount equal to the cost of their existing health benefits, equivalent to the time period represented by the lump sum payment in Section 12(A)(1), immediately above, or until Employee secures health insurance from other employment, whichever occurs first.

3. In lieu of providing the thirty (30) days' written notice required under Section 3 of this Agreement, Employer may pay Employee up to one additional month of severance pay, vacation pay, and provide up to one additional month of health insurance, as provided in this Section, consistent with a shortened period of notice.

B. Employee shall not be entitled to severance pay and any requirement of advance notice from Employer shall not be applicable:

1. If Employee terminates this Agreement; or

2. If Employer terminates this Agreement for cause as determined in good faith by Employer for any of the following reasons:

a. Willful and intentional abandonment of materially significant duties; or

b. Employee willfully and intentionally commits any material job-related act of dishonesty or has a final conviction for either a felony or misdemeanor involving moral turpitude; or

c. Willful and intentional failure to carry out materially significant and legally constituted policy decisions of Employer made by Employer as a body; or

d. Employee acts in any willful and intentional way that has or may have a material, substantial, and adverse effect on Employer's significant interest; or

e. Employee willfully and intentionally materially breaches this Agreement, including, without limitation, any provision set forth in Section 1 ("Duties") of this Agreement; or

f. Any other willful and intentional action or inaction by Employee that materially and substantially (i) impedes or disrupts the performance of Employer or its organization units, (ii) is detrimental to employee safety or public safety, (iii) violates properly established rules or procedures, (iv) adversely affects the reputation of Employer, its officers or employees, or (v) has an adverse effect on Employer's significant interests.

3. Prior to termination for cause, Employer shall have personally served on Employee a written notice of Employer's intent to terminate Employee for cause. Such notice shall contain the date of termination, the specific reasons for termination selected from those reasons listed in Sections 13(B)(2)(a) through (f) above, and shall in detail provide the factual basis that support the determination of the existence of such reasons.

13. Integration. This Agreement contains the entire Agreement between the Parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the Parties concerning Employee's employment with Employer. Each Party to this

Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either Party. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, Employee is subject to Employer's general personnel policies and procedures, including those stated in Employer's Employee Handbook.

14. Amendment. No amendments to this Agreement may be made except by writing, signed and dated by Employer, in accordance with Commission action, and by Employee.

15. Notices. Any notice to Employer under this Agreement shall be given in writing to Employer, either by personal service or by registered or certified mail, postage prepaid, addressed to the Secretary to the Commission at Employer's then principal place of business. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employer's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the Party to whom notice is to be given, or (b) on the fourth (4th) calendar day after mailing, if mailed to the Party to whom the notice is to be given in the manner provided in this Section.

16. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

17. Choice of Law. This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the State of California, without reference to any choice of law provision requiring the application of the laws of another jurisdiction. Venue for any dispute arising hereunder shall be the Los Angeles County Superior Court.

18. Employee's Independent Review. Employee acknowledges that Employee has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that Employee has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents, or employees other than those expressly set forth in this Agreement. Employer shall reimburse Employee for the actual cost of attorney fees Employee incurs, not to exceed \$3,000.00 (Three Thousand Dollars) for review of and advice concerning this Agreement prior to execution.

IN WITNESS WHEREOF the Parties have executed this Agreement intending to be bound thereby.

EMPLOYEE

Dated: _____, 2022

Karla Pleitez Howell

EMPLOYER

Dated: _____, 2022

By: _____
Sheila James Kuehl, Chair
Los Angeles County Children and
Families First Proposition 10 Commission

APPROVED AS TO FORM:

Serita Young, Legal Counsel
Los Angeles County Children and
Families First Proposition 10 Commission

EXHIBIT A

EVALUATION OF FIRST 5 LA EXECUTIVE DIRECTOR'S PERFORMANCE OF MANAGEMENT FUNCTIONS

PERFORMANCE DEFINITIONS

5: OUTSTANDING – Performance at this level is clearly unique and far in excess of established expectations and standards for work quality, quantity, and timeliness. The employee consistently exceeds expectations in the outcomes achieved in work quality, quantity, and timeliness. The employee exhibits leadership among peers in all dimensions of the field of work performed.

4: SIGNIFICANTLY EXCEEDS EXPECTATIONS – Performance at this level often exceeds established expectations and standards for work quality, quantity, and timeliness. The employee exhibits mastery of most dimensions of the field of work performed.

3: SATISFACTORY – Performance at this level is satisfactory on the established expectations and standards for work quality, quantity, and timeliness. The employee competently achieves the requirements of the position.

2: NEEDS IMPROVEMENT – Performance at this level is minimally capable and below the level expected for this employee. Improvement is required in significant dimensions of the job in order to meet the expectations and standards for work quality, quantity, and timeliness.

1: UNSATISFACTORY – Performance at this level is unacceptable. The employee often fails to achieve basic requirements of the position and has exhibited little or no improvement in job performance.

PERFORMANCE FACTORS

1. ADMINISTRATION

1a. **PLANNING:** Develops short and long range plans and goals to meet department objectives consistent with established priorities; sets appropriate priorities of needs and resulting services to be provided; anticipates and prepares for future requirements and devises contingencies; devises realistic plans.

1b. **BUDGETING AND ECONOMIC MANAGEMENT:** Prepares an appropriate operating budget and subsequently adheres to it; utilizes finances, budgets, facilities, equipment, materials and products to minimize costs.

1c. **ORGANIZATION OF WORK:** Structures work to avoid crisis, promotes productivity, attains cost effectiveness, and delivers work on time. Involved in this process are the tasks of delegating work, delineating responsibilities, scheduling activities, and adequately preparing for meetings and presentations.

1d. **COMPLIANCE:** Complies with established policies, procedures and directives; conducts department functions in accordance with applicable laws, statutes, and regulations.

1e. **PROBLEM SOLVING AND DECISION-MAKING:** Identifies problem and acts to rectify them by employing analytical thinking and sound judgment.

1f. **EVALUATION AND CONTROL:** Practices regular and systematic review of department operations and direct reports to evaluate progress towards established goals; evaluates strategies employed in seeking those goals; implements remedial measures when necessary.

1g. **RISK (LIABILITY) MANAGEMENT:** Ensures that liability risk exposures are identified and treated when proposing new programs and services; evaluates and monitors established programs and services to identify areas which need revision due to changes in operation, legislation, policies and procedures; implements changes where needed to facilitate favorable loss experience; manages employee safety program, including appropriate training and corrective action when necessary.

1h. **MANAGING BOARD – ORGANIZATION RELATIONSHIP:** Ensures that staff and consultants provide timely, high quality and complete information to Board Members to facilitate the decision-making process.

1i. **LEVERAGING:** Works to combine financial and non-financial assets with outside partners to maximize outcomes important to First 5 LA:

2. INTERPERSONAL

2a. **ORAL COMMUNICATION:** Effectively communicates orally with individuals and groups, including public presentations; presents ideas in an organized, clear and concise manner, employs tact and discretion; listens well; offers appropriate feedback.

2b. **WRITTEN COMMUNICATION:** Prepares organized, clear, concise, accurate, and informative letters, memos, reports and other documents which effectively fulfill content and timeliness requirements.

2c. **COORDINATION/COLLABORATION:** Works well with others at various levels; keeps information flowing to the appropriate parties vertically (down as well as up) and horizontally; facilitates communication and problems solving among parties when necessary.

2d. **SUPERVISORY CONTROL:** Effectively hires, assigns, directs, controls, evaluates performance, counsels, and disciplines all other functions necessary or incidental to supervision; practices compliance with employment law guidelines and mandates.

2e. **LEADERSHIP:** Promotes cooperation and team work among employees; establishes high standards of conduct and job performance for subordinates; maintains open communication channels; delegates work; leads by example.

2f. **STAFF APPRAISAL AND DEVELOPMENT:** Provides good record of subordinate performance; reviews appraisal information with subordinates; aides subordinates in improving performance on current job; helps subordinates in setting up and implementing development plans and objectives; cross-trains employees; encourages subordinates to participate in training.

2g. **COMMUNICATION WITH BOARD MEMBERS:** Actively communicates with Board Members to keep them informed regarding the activities of the organization, responds to requests for information in a timely manner.

3. INDIVIDUAL

3a. **EFFORT AND INITIATIVE:** Requires little work direction; exhibits persistence and initiative; puts forth a consistent, energetic effort; assumes full and complete responsibility for accomplishment of department functions.

3b. **PROFESSIONAL/TECHNICAL COMPETENCE:** Realistic knowledge and competence of the field and applies up-to-date technical/professional principles, practices, and standards appropriate to the functions of the department; acts as a resource person upon whom others can draw; professional demeanor maintained on a consistent basis.

3c. **INNOVATION:** Displays original and novel thought in creative efforts to improve on the status quo (i.e. Place based/Best Start programs)

3d. **OBJECTIVITY:** Assesses issues, problems and decision situations based on the merits of the case presented; personal loyalties, biases, etc., does not influence department decisions; personnel decisions made on the basis of equal opportunity and objective job-related criteria.

3e. **CREDIBILITY:** Through successful performance, instills the feeling of trust and dependability.

3f. **FLEXIBILITY:** Adapts well to change, both internally and externally.

4. LEADERSHIP

4a. **EMPOWERING:** Creates an awareness in others of their powers and self-worth; involves others and shares powers in planning and decision-making; fosters leadership in others; challenges others to assume leadership roles and provides support by allowing them to risk, fail, and learn; creates an environment in which others feel ownership for results and feel comfortable to take action to achieve desired results.

4b. **MODELING:** Believes in public services; treats all with respect and dignity and creates an atmosphere of mutual respect and trust. Serves as a catalyst for action and is a team player, believes in oneself and looks at problem as opportunities; uses powers in a positive way; accepts responsibility for mistakes; insists on excellence (not perfection); communicates and reinforces by what they do – not what they say; adapts to changes as conditions and situations warrant.

4c. **TEAM BUILDING:** Builds group cohesiveness and pride; promotes a diverse and talented team; encourages cooperation; fosters and practices good communication, recognizes and rewards individuals and team accomplishments and contributions; shares success and rewards; manages conflict, which is inevitable.

4d. **VISIONING:** Establishes and articulates a vision of what could be; looks to and plans for the future; accepts new challenges, keeps an open mind.

4e. SELF-DEVELOPMENT: Is not static; prepares for the future; has the courage to identify and address shortcomings; is committed to self-improvement; manages personal stress in positive ways.

Please rank the Executive Director in the spaces below on the individual performance factors using the performance definitions (5=outstanding, 4=significantly exceeds expectations, 3=satisfactory, 2=needs improvement, 1=unsatisfactory). Then give a rating for each category and overall evaluation based on the scores for individual categories.

ADMINISTRATION

Performance Factor	Performance (From 5 to 1)	Comments
Planning		
Budgeting and Economic Management		
Organization of Work		
Compliance		
Problem Solving and Decision Making		
Evaluation and Control		
Risk (Liability) Management		
Managing Board – Organization Relationship		
Leveraging		

Overall rating for category 1 _____

INTERPERSONAL

Performance Factor	Performance (From 5 to 1)	Comments
Oral Communication		
Written Communication		
Coordination/Collaboration		
Supervisory Control		
Leadership		
Staff Appraisal and Development		
Communication with Board Members		

Overall rating for category 2 _____

INDIVIDUAL

Performance Factor	Performance (From 5 to 1)	Comments
Effort and Initiative		
Professional and Technical Competence		
Innovation		
Objectivity		
Credibility		
Flexibility		

Overall rating for category 3 _____

LEADERSHIP

Performance Factor	Performance (From 5 to 1)	Comments
Empowering		
Modeling		
Team Building		
Visioning		
Self-development		

Overall rating for category 4 _____

OVERALL EVALUATION (Please check one, must be consistent with category ratings.)

- Outstanding
- Significantly exceeds expectations
- Fully capable
- Needs improvement
- Unsatisfactory

What were the Executive Director's performance highlights in the past year?

What could have been most improved regarding the Executive Director's performance in the past year?

Evaluator's Signature _____

Date _____