



AMADOR TUOLUMNE COMMUNITY ACTION AGENCY
SPECIAL BOARD OF DIRECTORS MEETING

AGENDA

April 29th 2019 | 11:00 a.m.

Videoconference between: ATCAA Jackson Service Center, Jackson Community Room, Jackson, CA 95642, and
 ATCAA Sonora Service Center, 2nd Floor Conference Room, 427 N Hwy 49, Sonora, CA 95370

1. CALL TO ORDER:

2. ROLL CALL:

ATCAA 2019 Board of Directors				
Lloyd Schneider	TUO PRI		Board Chairman	
Lynn Morgan	AMA PRI		Board Vice-Chair	
Karl Rodefer	TUO PUB		Board Secretary/Treasurer	
Amador			Tuolumne	
Frank Axe	PUB		Ryan Campbell	PUB
Jeff Brown	PUB		Walt Kruse	LIR
Joni Drake	LIR		Alisha Morrow	HSPC
Mary Pulskamp	LIR		Dana Reel	LIR
Linda Rianda	PUB		Connie Williams	PUB
Susan Ross	PRI			
Jim Wilmarth	PRI			

Others Present:

Joe Bors	Interim ATCAA Executive Director	
Cheri Cunningham	ATCAA Human Res. Manager	
Katelyn Goehner	Secretary to the Board	

- 3. APPROVAL OF AGENDA:** Approval of agenda for this date, any and all off-agenda items must be approved by the Board (pursuant to Government Code 54954.2).
- 4. PUBLIC MATTERS NOT ON THE AGENDA:** Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject; however, any matter that requires action may be referred to Staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note there is a five (5) minute limit per topic.
- 5. NEW BUSINESS:** Consideration of approving an Employment Agreement with Joseph Bors to serve as Executive Director of ATCAA.
 - 5.1. ATCAA Executive Director Employment Agreement. Pg. 3

6. DISCUSSION: Joseph Bors to sign on ATCAA Money Accounts

6.1. Resolution 2019-07 - Bank Accounts Authorized Signature Change. Pg. 14

7. CONSENT AGENDA: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a board member(s).

7.1. Resolution 2019-08 - Signatory Authority for Executive Director to sign Contract Documents. Pg. 16

7.2. Resolution 2019-09 - Signatory Authority for Executive Director to sign Child Development Contract documents. Pg. 18

8. ITEMS FOR FUTURE AGENDAS:

9. ADJOURNMENT:

LATE AGENDA MATERIAL: Late agenda material can be inspected at the ATCAA Jackson Service Center 10590. State Hwy. 88 Jackson, CA and the ATCAA Sonora Service Center 427 N. State Hwy. 49 Sonora, CA.

SPECIAL NEEDS: Persons who need auxiliary aids or services are requested to call our Sonora Service Center at 209-533-1397 or our Jackson Service Center at 209-223-1485 during business hours at least 48 hours before the meeting so appropriate arrangements may be made.

EMPLOYMENT AGREEMENT
Executive Director

THIS AGREEMENT is made this 29th day of April, 2019, by and between the Amador Tuolumne Community Action Agency, a joint powers agency pursuant to Government Code §§6500 et seq. (hereinafter "ATCAA") and Joe Bors (hereinafter "Employee").

WHEREAS, the ATCAA and Employee are desirous of entering into an Employment Agreement ("Agreement") for the position of Executive Director; and,

WHEREAS, the position requires experience, judgment, discretion, leadership and trust and Employee is qualified to perform the duties described herein; and

WHEREAS, the ATCAA Board of Directors and Employee wish to memorialize the terms and conditions of employment; and

WHEREAS, Employee acknowledges that by accepting the position of Executive Director he will be an at-will employee serving at the pleasure of the ATCAA'S Board of Directors.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Appointment and Terms of Employment:

- a. Appointment and Term. Employee is hereby appointed to the position of Executive Director for a term effective April 29, 2019, through December 31, 2020, subject to the termination provisions set forth below. At the expiration of the appointment contained in this section, subject to mutual agreement by ATCAA and Employee, Employee shall remain in office until

the appointment of his successor.

- b. Employee understands and agrees his employment is at will, serving at the pleasure of the ATCAA Board of Directors and is governed solely by this Agreement or specific laws, policies, rules and regulations cited in this Agreement. No right of tenure is hereby created. Employee acknowledges, understands, and warrants that Employee shall have no further right or claim to employment after the termination of the employment relationship between ATCAA and Employee, and that no other document, handbook, policy, resolution or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term to this Agreement or otherwise grant Employee any right or claim to continued employment with the ATCAA. This warranty has been relied upon by ATCAA as a material inducement to enter into this Agreement and, in the absence thereof, ATCAA would not have entered into this Agreement.

2. Professional Performance & Evaluation.

- a. Performance. In a professional manner and to the satisfaction of ATCAA'S Board of Directors, Employee shall serve as Executive Director of ATCAA and perform all services and acts necessary to manage and conduct the business of ATCAA subject to the law, as well as policies as set forth by the ATCAA Board of Directors. Employee reports directly to the ATCAA Board of Directors which is the appointing authority for the

Executive Director position pursuant to California Government Code §12752 and ATCAA's Bylaws.

- b. Evaluation. Employee's performance will be reviewed and evaluated, in closed session, by the ATCAA Board of Directors initially six (6) months after appointment, and thereafter no less than annually. The ATCAA Board of Directors may place more frequent performance evaluations on its agenda as the need arises. The format for Employee's performance evaluation is set forth as Exhibit A attached hereto and incorporated herein.
- c. Other Terms and Conditions of Employment. The ATCAA'S Board of Directors shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of either this Agreement or the law.

3. Compensation.

- a. The parties agree a reasonable salary to compensate Employee for services rendered as Executive Director shall be Eighty Five Thousand Dollars and no cents (\$85,000.00) annually for the term of the Agreement, payable in equal semi-monthly payments.
- b. The ATCAA shall provide Employee with benefits limited to paid time off (PTO), medical, dental, retirement, unemployment insurance, workers

compensation insurance, and holidays as are now provided to non-contract ATCAA employees in accordance with ATCAA personnel policies, except as follows:

- i. PTO: ATCAA agrees to provide Employee forty (40) hours in addition to the accrual of PTO for non-contract employees, subject to the same accrual limits as provided in the personnel policies. PTO may be taken at the Employee's convenience so long as it does not negatively impact ATCAA business. During use of PTO, Employee shall receive full compensation and other benefits as provided in this Agreement.
- ii. Office Facilities: ATCAA agrees to provide Employee with an office, secretarial help, office equipment and supplies, and such other facilities and services which are suitable for the Employee's position and adequate for performance of his duties.
- iii. Cell Phone: ATCAA agrees to provide Employee with a cell phone under the cell phone program as set forth in the ATCAA personnel policies.

4. Resignation and Termination.

- a. Employee shall serve at the will and pleasure of the ATCAA Board of Directors and may be terminated at the will of the ATCAA Board of Directors, by majority vote, with or without cause. Employee expressly waives and disclaims any right to a pre-termination or post-termination notice and hearing.

- b. Employee may terminate his employment at any time by delivering to the ATCAA Board of Directors his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than thirty (30) calendar days following delivery. With approval of the Board of Directors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Directors, or with the Board's approval, the originally scheduled date of retirement/resignation may be extended for any agreed upon period of time.
- c. From the date upon which Employee either tenders his resignation or is notified of the ATCAA'S intention to terminate the Agreement until the actual date upon which the resignation or termination becomes effective, Employee shall continue to devote his full time, attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, Employee shall assist ATCAA in orienting Employee's replacement and shall perform such tasks as are necessary to effect smooth transition in leadership of ATCAA. These tasks may also include providing information or testimony regarding matters which arose during Employee's employment as the Executive Director.
- d. Any meeting to consider the termination of Employee by the ATCAA'S Board of Directors shall be held in closed session and any action to terminate Employee shall be reported out in a public meeting as required

by law. In recognition of Employee's professional status and integrity, Employee and the ATCAA'S Board of Directors shall prepare a joint public statement which shall be made by the ATCAA'S Board of Directors at the public meeting at which any termination action taken in closed session is reported. If, within a reasonable time, Employee and ATCAA cannot agree on a joint public statement, ATCAA may make a reasonable public statement.

- e. Upon termination of this Agreement, the Employee shall only be entitled to the salary and benefits then due and owing him through the effective date of termination. The Employee shall not be entitled to any severance pay under this Agreement.
- f. As required by Government Code Section 53260, if this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of this Agreement. As stated above, Employee shall not be entitled to any cash settlement, severance pay or other compensation upon termination of this Agreement.
- g. Per Government Code Sections 53243 to 53243.4, if Employee is convicted of a crime involving abuse of his office or position, whether before or after release from employment, Employee shall fully reimburse ATCAA for any severance pay, paid leave salary disbursed during an investigation related to the crime, or legal defense costs related to the

crime.

- h. This Agreement may not provide for cash settlement or automatic renewal in violation of Government Code Section 3511.2.

5. **Relationship of Parties.** The relationship between the parties to this Agreement shall be one of employer/employee and shall be governed by the terms of this Agreement.

6. **Nonassignability and Nondelegability.** Employee shall not during the term of this Agreement make any assignment or delegation of any of its provisions.

7. **Compliance with Law.**

- a. Employee shall, during his employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of Employee constituting a public offense involving moral turpitude or a withholding of services under this Agreement shall constitute a material breach of this Agreement relieving ATCAA of any and all obligations hereunder.
- b. Employee shall remain in the exclusive employment of ATCAA during the term of this Agreement. Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee shall complete all disclosure forms required by law. Nothing contained in this Section shall prohibit Employee from participating in

other outside employment, whether paid or volunteer, provided that such outside employment is approved in writing by ATCAA.

8. **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement between ATCAA and Employee. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

9. **Notices.** Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO ATCAA: Chair of the Board of Directors
 10590 Hwy 88
 Jackson, CA 95642

TO EMPLOYEE: Joe Bors
 10207 Pool Station Road
 Angels Camp, CA 95222

10. **Implementation of Agreement.** ATCAA's Board of Directors shall take all actions as required by law in order to implement the terms and conditions set forth in this Agreement.

11. **Superseding of Agreement.** This Agreement shall supersede and take precedence over any and all prior agreements, whether written or oral.

12. **Governing Law and Disputes.** This Agreement shall be governed and construed in accordance with the laws of the State of California and applicable

federal laws. Any action at law or equity to enforce this Agreement shall be filed and remain in a court of competent jurisdiction in and for the County of Tuolumne, and the prevailing party in any claim or action shall be entitled to reimbursement of all expenses, including reasonable attorney's fees.

IN WITNESS WHEREOF the parties have executed this date first written above.

“ATCAA”

“EMPLOYEE”

BY: _____
Lloyd Schneider, Chair,
Board of Directors, ATCAA

BY: _____
Joe Bors

APPROVED AS TO LEGAL FORM:

BY: _____
Christopher Schmidt
Deputy County Counsel
Attorney for ATCAA

ATTEST:

BY: _____
Katelyn Goehner
Secretary to the Board

EXHIBIT A

ATCAA EXECUTIVE DIRECTOR'S PERFORMANCE EVALUATION SYSTEM

1. Purpose. To provide an explicit method for the Board of Directors to assure that their expectations of the Executive Director's performance are clear, concise and in line with their policies which provide the Executive Director with formal communication as to what is expected of the position and the Board's perception of performance.

2. Objectives. To annually review the Executive Director's general and specific job expectations in order to determine and document job performance on agreed upon goals and determine appropriate compensation adjustments for the Executive Director's position.

1. Compare Executive Director's work to performance standards.
2. Let Executive Director know how they are progressing toward previously determined objectives.
3. Determine Executive Director's training needs.
4. Document marginal performance.

3. Activities / Time lines. Ongoing:

1. Assigned Committee will review with Executive Director his/her performance prior to December and;
2. Committee will determine specific performance recommendations to be made to ATCAA Board of Directors; and
3. Committee will negotiate with Executive Director in December appropriate compensation adjustments for recommendation to ATCAA Board of Directors for the following year's salary amount and;
4. Committee will negotiate specific performance for following year's evaluation.

4. General Performance Objectives: These are generalized performance objectives that are areas of the job expected of the Executive Director in his/her overall day-to-day operations. They are:

- communications--written/oral;
- personnel management;
- financial management;
- technical knowledge and abilities;

These four general areas will each be rated against a performance scale of five (5) ranging from (1) unacceptable requirements of the position:

1. Unacceptable: Performance is well below the minimum requirements of the position.
2. Below standard: Performance is below the standards of the position. In some cases this will be due to Executive Director being recently appointed or promoted to the position.
3. Standard: Executive Director consistently meets the basic requirements of the position.
4. Above standard: Executive Director's performance is consistently above the standards required of the position.
5. Outstanding: Executive Director's performance is markedly superior.

After rating each area a composite rating will be established for the general performance measures that take into account the individual object areas. This composite level will be in writing and will be clear as to why the composite performance level was determined as such.

5. Specific Performance Objectives: Specific performance objectives may be negotiated with the Executive Director and Executive Committee and may be those items that board wishes to highlight in terms of accomplishments desired for the year. These specific performance objectives will change from year to year and are negotiable items between the Executive Director and ATCAA Board of Directors.

A performance objective to be evaluated at the initial six (6) month evaluation will be Employee's use of designated consultant(s) as they may be appointed to assist Employee in familiarizing himself with the position and agency work.



JACKSON SERVICE CENTER
10590 Highway 88, Jackson, CA. 95642
Phone: 209-223-1485 / Fax: 209-223-4178

SONORA SERVICE CENTER
427 N. Highway 49, Ste. 305, Sonora, CA. 95370
Phone: 209-533-1397 / Fax: 209-533-1034

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BANK ACCOUNT AUTHORIZED SIGNATURE CHANGE BOARD RESOLUTION Number: 2019-07

AUTHORIZING RESOLUTION

Amador Tuolumne Community Action Agency, (ATCAA)

A quorum of the Board of Directors of Amador Tuolumne Community Action Agency (ATCAA), a California Joint Powers Agreement Agency that has been created for the purpose of implementing the Economic Opportunity Act of 1965 in Amador and Tuolumne counties, hereby consent to, adopt and ratify the following resolution:

WHEREAS the current Executive Director, Rajeev Rambob, has retired from his position and a new Executive Director, Joseph Bors has been appointed in his place, and;

WHEREAS the Executive Director of the Amador Tuolumne Community Action Agency is one of four signature authorities for the agency's bank accounts; and

WHEREAS the signature authority records must be updated to reflect the newly appointed Executive Director;

NOW THEREFORE BE IT RESOLVED THAT:

Amador Tuolumne Community Action Agency (ATCAA) has appointed Joseph Bors as the Executive Director. Joseph Bors will replace Rajeev Rambob as the signatory authority. Signatory authority is hereby authorized and established for the following Amador Community Action Agency (ATCAA) accounts:

- AP Checking: Joseph Bors, Lloyd Schneider, Lynn Morgan, Linda Rianda
- Deposit Checking: Joseph Bors, Lloyd Schneider, Lynn Morgan, Linda Rianda
- Payroll Checking: Joseph Bors, Lloyd Schneider, Lynn Morgan, Linda Rianda
- ETF Checking: Joseph Bors, Lloyd Schneider, Lynn Morgan, Linda Rianda
- Fund Advance Checking (Interest bearing account) Joseph Bors, Lloyd Schneider, Lynn Morgan, Linda Rianda

PASSED AND ADOPTED at a special meeting of the Amador Tuolumne Community Action Agency (ATCAA) this 29th day of April, 2019 by the following vote:

AYES: _____ ABSTENTIONS: _____

NAYS: _____ ABSENT: _____

Signature of Approving Officer
Lloyd Schneider, Board Chair

Signature of Approving Officer
Lynn Morgan, Board Vice Chair

ATTEST: _____
Katelyn Goehner, Board Secretary

AUTHORIZED SIGNATURES

Joseph Bors, Executive Director, ATCAA

Lloyd Schneider, Board Chair

Lynn Morgan, Board Vice Chair

Linda Rianda, Board Member



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Signatory Authority for Executive Director to sign Contract documents.

BOARD RESOLUTION 2019-08

AUTHORIZING RESOLUTION

IN THE MATTER OF: Executive Director's authority to apply for and enter into contracts for Amador Tuolumne Community Action Agency (ATCAA) in order to provide services to citizens of Amador and Tuolumne Counties, and, in the absence of the Executive Director, signatory authority for the Fiscal Officer,

WHEREAS, Amador Tuolumne Community Action Agency (ATCAA), a California Joint Powers Agreement Agency that has been created for the purpose of implementing the Economic Opportunity Act of 1965 in Amador and Tuolumne Counties, and;

WHEREAS, provisions for services consistent with the Act in Amador and/or Tuolumne Counties conforms to the purpose of the agency, and;

WHEREAS, the ATCAA Community Action Agency Board of Directors has designated the ATCAA Executive Director as the signatory authority for contracts and grants funding the agency's activities,

NOW, THEREFORE, BE IT RESOLVED THAT,

The Board of Directors of Amador Tuolumne Community Action Agency hereby authorizes the Executive Director, Joseph Bors, to apply for, accept, and administer donations, grants or contracts and any amendments thereto, including increases to contract amounts and time frames, from Federal, State, County or private sources (including but not limited to Federal Health and Human Services Agency, Federal Housing and Urban Development, Welfare-to-Work, State Department of Community Services and Development, Low Income Home Energy Assistance Program (LIHEAP), Community Services Block Grant (CSBG), State Department of Housing and Community Development, State Department of Health Services, California Department of Education, Counties of Amador and/or Tuolumne) to perform any and all responsibilities in relationship to such contract; and,

FURTHER, the Board of Directors of Amador Tuolumne Community Action Agency hereby authorize the Fiscal Officer, Bruce Giudici, to sign on behalf of the Executive Director during Executive Director's absence in order to carry on the business affairs of the agency.

PASSED AND ADOPTED THIS 29th day of April, 2019 by the Governing Board of Amador Tuolumne Community Action Agency. I, Katelyn Goehner, of Amador County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

The foregoing resolution was duly passed and adopted on this 29th day of April, 2019 by the Amador Tuolumne Community Action Agency Board of Directors by the following vote, and is in effect until superseded or rescinded by further Board action:

AYES: _____ ABSTENTIONS: _____

NAYS: _____ ABSENT: _____

Signature of Approving Officer
Lloyd Schneider, Board Chair

Signature of Approving Officer
Lynn Morgan, Board Vice Chair

ATTEST: _____
Katelyn Goehner, Board Secretary

AUTHORIZED SIGNATURE

Joseph Bors, Executive Director, ATCAA



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**Signatory Authority for Executive Director to sign Child Development Contract documents.
CSPP Contract Vendor Number 2400**

BOARD RESOLUTION Number: 2019-09

AUTHORIZING RESOLUTION

Amador Tuolumne Community Action Agency, (ATCAA)

A quorum of the Board of Directors of Amador-Tuolumne Community Action Agency (ATCAA), a California Joint Powers Agreement Agency that has been created for the purpose of implementing the Economic Opportunity Act of 1965 in Amador and Tuolumne counties, hereby consent to, adopt and ratify the following resolution:

WHEREAS Joseph Bors is the Executive Director of ATCAA.

WHEREAS the Governing Board of Amador-Tuolumne Community Action Agency routinely authorizes Joseph Bors, Executive Director, to enter into contracts on their behalf.

BE IT RESOLVED THAT:

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents.

Further, the Governing Board authorizes the Executive Director, Joseph Bors, to enter into local agreement and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

PASSED AND ADOPTED THIS 29th day of April, 2019, by the Governing Board of Amador-Tuolumne Community Action Agency. I, Katelyn Goehner, of Amador County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

PASSED AND ADOPTED at a special meeting of the Amador Tuolumne Community Action Agency (ATCAA) this 29th day of April, 2019 by the following vote:

AYES: _____ ABSTENTIONS: _____

NAYS: _____ ABSENT: _____

Signature of Approving Officer
Lloyd Schneider, Board Chair

Signature of Approving Officer
Lynn Morgan, Board Vice Chair

ATTEST: _____
Katelyn Goehner, Board Secretary

AUTHORIZED SIGNATURE

Joseph Bors, Executive Director, ATCAA
