

**AGENDA REGULAR MEETING
PASADENA COMMUNITY ACCESS CORPORATION
Tuesday, December 1, 2015
7:00 p.m. at 150 S. Los Robles, Suite 101**

BOARD OF DIRECTORS

Ann Marie Hickambottom (District 1)
Tom Majich, Treasurer (District 2)
Robert Oltman (District 3)
Howie Zechner (District 4)
Yuny Parada (District 5)
Tim Winter (District 6)
Vacant (District 7)
Gail Schaper-Gordon, Vice-Chair (Mayor's Representative)
William Boyer, Secretary (City Manager's Office Representative)
Beth Leyden (PUSD Representative)
Alexander Boekelheide (PCC Representative)

STAFF

Chris Miller, Chief Operations Officer

MISSION STATEMENT

The Pasadena Community Access Corporation is dedicated to the community access function of the Pasadena Telecommunications system and shall be operated exclusively for charitable, scientific, literary and educational purposes. In fulfilling these purposes, the corporation shall strive to achieve communication, facilitation, and development of media skills toward the ends of self-expression and community cohesion and improvement.

Item on the agenda may not be called in order listed.

Agendas and supporting documents are available on the Internet at
<http://www.pasadenamedia.org>

Materials related to an item on this Agenda submitted to Pasadena Media after distribution of agenda packet are available for public inspection in the Pasadena Media Administrative office at 150 S. Los Robles Avenue, Suite 450, Pasadena, during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact PCAC at (626) 794-8585. Notification 24 hours prior to the meeting will enable PCAC to make reasonable arrangements to assure accessibility to this meeting.

DISTRIBUTION:

PCAC Board of Directors
City Council
City Manager
City Attorney
City Clerk
Central Library
Public Information Officer

Neighborhood Connections
Los Angeles Times
Pasadena Star News
Pasadena Journal
Pasadena Weekly
Pasadena Now

**NOTICE OF REGULAR MEETING
PASADENA COMMUNITY ACCESS CORPORATION (PCAC)
BOARD OF DIRECTORS**

NOTICE IS HEREBY GIVEN that a regular meeting of the Pasadena Community Access Corporation (PCAC) Operating Company (dba Pasadena Media) is scheduled for **Tuesday, December 1, 2015**, starting at **7:00 p.m.**, at **Pasadena Community Access Corporation** located at **150 S. Los Robles Ave., Ste. 101, Pasadena, CA 91101**.

AGENDA

CLOSED SESSION (To be heard at 7 p.m.)

- BOARD OF DIRECTORS CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code Section 54957.6
 - Agency Designated Representatives: Gail Schaper-Gordon
 - Unrepresented Employee: Interim Executive Director


PUBLIC MEETING

- INTRODUCTION OF NEW MEMBERS/CALL TO ORDER/ROLL CALL
- APPROVAL OF SEPTEMBER 1, 2015 BOARD MEETING MINUTES
 - Motion to Approve
- PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA - Please limit comments to three minutes each.
- TREASURER REPORT: Tom Majich
- EXECUTIVE DIRECTOR REPORT
- OLD BUSINESS
- NEW BUSINESS
 - PCAC BOARD OFFICER ELECTIONS
 - Action Item
 - APPROVAL OF EMPLOYMENT AGREEMENT - INTERIM EXECUTIVE DIRECTOR - CHRIS MILLER (Proposed agreement attached to this Agenda)
 - Action Item
- ANNOUNCEMENTS BY BOARD MEMBERS AND STAFF
- ADJOURNMENT

Gail Schaper-Gordon, Vice Chair, PCAC Board of Directors

I HEREBY CERTIFY that this notice, in its entirety, was posted on both the Council Chambers Bulletin Board, Room 247, and the Information Kiosk (in the rotunda area), at City Hall, 100 N. Garfield Ave., Pasadena, CA, in Pasadena Community Access Corporation Suite 450 and 101, and a copy was distributed to the Central Library for posting on this 25th day of November, 2015.

Quyen Lovrich, Office Manager



**AT-WILL EMPLOYMENT AGREEMENT BETWEEN
PASADENA COMMUNITY ACCESS CORPORATION
AND
CHRIS MILLER**

THIS AGREEMENT is between Pasadena Community Access Corporation (“PCAC” or “Employer”), a non-profit corporation operating company and Chris Miller (“Employee”).

RECITALS

WHEREAS, Employee has been serving as the Chief Operating Officer of PCAC;

WHEREAS, it is the desire of PCAC to retain the services of Employee as Interim Executive Director pursuant to Pasadena Municipal Code Section 2.155.060, subject to the terms and conditions identified below;

WHEREAS, it is the desire of Employee to serve in as Interim Executive Director, and Employee acknowledges that such employment is at-will; and

NOW, therefore, and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

Section 1: **TERM**

This Agreement shall become effective when it has been signed by Employee and approved by the PCAC Board of Directors, with an effective date of October 19, 2015, and shall remain effective until terminated by either party. Employee is an at-will employee and may be terminated, with or without cause, and with or without notice, at any time by the PCAC Board of Directors. Employee may resign at any time. This Agreement shall be reviewed (for consideration of amendments) during Employee’s annual evaluation process with the PCAC Board of Directors.

Section 2: **DUTIES**

A. PCAC engages Employee as the Interim Executive Director to perform the functions and duties specified in the job description for the position (Attachment “A”) and those specified in the PCAC Operating Agreement both of which may be modified by the PCAC Board of Directors, from time to time, and to perform such other legally permissible and proper duties and functions as the PCAC Board of Directors shall, from time to time, assign.

B. Employee agrees that to the best of his ability and experience that he will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement and the laws and regulations of the State of California and the United States.

C. As an individual exempt from overtime, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the PCAC Board of Directors, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement.

D. During the term of this Agreement, Employee is required to have and maintain a valid California Driver’s License.

Section 3: **EXCLUSIVE EMPLOYMENT**

Employee agrees to focus his full professional time, ability and attention to PCAC business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the PCAC Board of Directors. This does not preclude Employee from volunteering his services to other entities, professional organizations, or individuals as long as such volunteer services are not in conflict with the services to be provided by Employee under this Agreement.

Section 4: **COMPENSATION**

As Compensation for the services to be rendered by Employee, PCAC agrees to pay Employee a salary of \$1,800 per month in excess of Employee’s current salary as Chief Operating Officer, payable in installments at the same time as other employees of PCAC are paid and subject to customary withholdings. Increases, if

any, in Employee's salary during the term of this Agreement, shall be at the sole discretion of the PCAC Board of Directors based upon the evaluation of Employee's job performance and must be approved by the PCAC Board of Directors.

Section 5: **BENEFITS**

A. **Benefits and Leaves**

Employee shall receive (1) Social Security and Medicare benefits; (2) retirement plan and/or Employer contribution; (3) health care-related insurance eligibility and reimbursement; and (4) holidays, vacation, sick leave, bereavement leave, and other leaves in accordance with corresponding benefits provided for the Chief Operating Officer position.

B. **Management Time Off**

Employee will be granted up to ten (10) days per year of Management Time Off, with pay, by the PCAC Board of Directors. Management Time may not be cashed out or carried forward to the next calendar year.

C. **Auto Allowance**

Employer shall provide to Employee an automobile allowance in the amount of \$200.00 per month during employment to compensate for business use of the Employees personal vehicle. The allowance is to compensate for all costs associated with such business use.

D. **Technology Allowance**

Employee will be provided with a technology allowance of \$150.00 per month to assist in expenses which allow for a cell phone/smart phone, cable/telecommunication expenses, and other connectivity expenses that will assist Employee to perform his duties.

Section 6: **TERMINATION**

A. Employee is an at-will employee and serves at the will and pleasure of the PCAC Board of Directors and may be terminated at any time without cause. In the event of termination pursuant to this Agreement, Employee shall return to his position with PCAC as the Chief Operating Officer.

B. If Employee is convicted of a crime involving an abuse of his office, any cash settlement related to the termination of Employee, as provided and defined in Government Code Sections 53243 through 53244, that Employee may receive from the City shall be fully reimbursed to the City.

C. At termination, Employee shall be paid for all earned, but unused, vacation time.

Section 7: **RESIGNATION / RETIREMENT**

Employee may resign at any time. Employee may retire, provided he is eligible for retirement, at any time. Employee agrees to provide thirty (30) calendar days advance written notice of the effective date of his resignation or retirement.

In the event Employee retires or resigns, Employee shall be entitled to payment for earned but unused vacation time.

Section 8: **DISABILITY**

In the event of Employee's disability for a period of thirty (30) calendar days beyond any earned sick leave, PCAC shall have the option to terminate this Agreement. Nothing in this Section shall be construed to limit or restrict Employee's benefits or rights under Workers' Compensation or other applicable law. "Disability," as used in this section, means and refers to a physical or mental impairment because of which Executive is unable to perform Executive's essential job functions as required under this Agreement, with or without a reasonable accommodation by PCAC, and subject to any other legal requirements.

In cases of disability, Employee shall be compensated for any earned, but unused, vacation leave.

Section 9: **GENERAL PROVISIONS**

A. **Notice**

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO PCAC:

Chair, Pasadena Community Access Corporation Board of Directors
150 S. Los Robles Ave. #101
Pasadena, CA 91101

TO EMPLOYEE:

Chris Miller
150 S. Los Robles Ave. #101
Pasadena, CA 91101

B. Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the parties. All prior oral or written communications, understanding or agreements between the parties, not set forth herein, shall be superseded in total by this Agreement. No Amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and PCAC and approved as to form by a representative of the City of Pasadena's City Attorney's office.

C. Assignment

This Agreement is not assignable by either PCAC or Employee.

D. Severability

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

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

F. Jurisdiction

Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a court of competent jurisdiction in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.

G. Effective Date

This Agreement shall not become effective until it has been signed by Employee, and approved by the PCAC Board of Directors, with an effective date of October 19, 2015,

IN WITNESS WHEREOF, PCAC has caused this Agreement to be signed and executed in its behalf by its Board Chair, and executed by Employee.

Pasadena Community Access Corporation,
a non-profit public benefit corporation

By: _____
Print Name: _____
Chair of the Board of Directors

Dated:

Approved as to form:

By: _____
Javan N. Rad
Chief Assistant City Attorney

In signing this Agreement, Employee understands and agrees that his employment status is that of an at-will employee and that his rights to employment with the PCAC are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Pasadena and/or PCAC which might otherwise apply to employees of PCAC. Employee further acknowledges that he was given the opportunity to consult with an attorney prior to signing this Agreement.

Signed:

_____ Dated: _____
Chris Miller
Employee

ATTACHMENT A – Job Description

ATTACHMENT A

JOB DESCRIPTION

Position

Employee shall be the Interim Executive Director for Employer with power and authority to manage and conduct the business of Employer, subject to review by the Board of Directors of Employer. The Interim Executive Director shall assist the Board of Directors of Employer in developing policies and shall implement the policies set by the Board of Directors. Employee shall not, however, take any of the following actions on behalf of Employer without the prior approval of the Board of Directors or a standing committee of the Board, if assigned:

1. Borrow or obtain credit in any amount or execute any guaranty;
2. Expend funds for capital equipment in excess of budgeted expenditures for any calendar month;
3. Execute any contract or make any commitment for the purchase or sale of Employer's assets in excess of \$2,000.00;
4. Execute any lease of real or personal property; and
5. Exercise any discretionary authority over the management of employee welfare or pension benefit plan, or arrange the disposition of assets of any such plan.

Duties

Under the general direction of the Board of Directors of Employer, Employee shall be responsible for the operation and the general management of Employer's activities and services. Employee's specific duties and responsibilities shall include the following:

1. Give direction and leadership to the formulation and achievement of the organization's philosophy, mission, and its annual goals and objectives;
2. Work with the Board of Directors and staff to develop policies, procedures, and long-range strategic plans and implement the policies set by the Board of Directors;
3. Oversee administrative, financial, and program operations, and all personnel matters, including, but not limited to, design of staff organizational structure, hiring and firing responsibilities, etc.;
4. Prepare and, following Board approval, administer the Employer's annual budget;
5. Negotiate and ensure compliance with Employer's contracts;

6. Manage the overall operation of Employer's production facilities and equipment;
7. Establish and oversee training programs for PEG access development;
8. Maintain a close working relationship with representatives from the community;
9. Develop new and expanded sources of revenue;
10. Keep informed of trends, issues, events, and developments within the PEG access field through professional peer contacts, conference attendance, etc.
11. Perform such other duties and responsibilities as may be determined by the Board of Directors of Employer.