

**AGENDA SPECIAL MEETING  
PASADENA COMMUNITY ACCESS CORPORATION  
Tuesday, March 3, 2015  
6:30 p.m. at 150 S. Los Robles Ave, Suite 101**

**BOARD OF DIRECTORS**

George Falardeau, Chair (District 1)  
Tom Majich (District 2)  
Robert Oltman (District 3)  
Howie Zechner, Vice Chair (District 4)  
Yuny Parada (District 5)  
Tim Winter, Treasurer (District 6)  
Hoyt Hilsman (District 7)  
Gail Schaper-Gordon (Mayor's Representative)  
William Boyer (City Manager's Office Representative)  
Beth Leyden, Secretary (PUSD Representative)  
Robert Miller (PCC Representative)

**STAFF**

Keri Stokstad, Executive Director

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

**NOTICE IS HEREBY GIVEN** that a special meeting of the Pasadena Community Access Corporation (PCAC) Operating Company (dba Pasadena Media) is scheduled for **Tuesday March 3, 2015**, starting at **6:30 p.m.**, at **Pasadena Community Access Corporation** located at **150 S. Los Robles Ave., Ste. 101, Pasadena, CA 91101**.

**AGENDA**

CLOSED SESSION – 6:30 P.M.

- BOARD OF DIRECTORS CONFERENCE with Labor Negotiator pursuant to Government Code Section 54957.6  
PCAC Representative: Hoyt Hilsman  
Unrepresented Employee: Executive Director
- PUBLIC COMMENT: Public comment is limited to items on this special meeting agenda. An opportunity for public comment on items on the agenda will be provided when the items are discussed.
- ADJOURNMENT

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George Falardeau, 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 27th day of February, 2015.

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Keri Stokstad, Executive Director, PCAC

**AT-WILL EMPLOYMENT AGREEMENT BETWEEN  
PASADENA COMMUNITY ACCESS CORPORATION  
AND  
KERI STOKSTAD**

THIS AGREEMENT is between Pasadena Community Access Corporation ("PCAC" or "Employer"), a non-profit corporation operating company and Keri Stokstad ("Employee").

**RECITALS**

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

WHEREAS, it is the desire of Employee to serve in as 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**

The term of this Agreement shall become effective when it has been signed by Employee and approved by the PCAC Board of Directors, 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 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 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 her ability and experience that she 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 her 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 her 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 \$98,500 per year 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: **PERFORMANCE REVIEWS AND MERIT ADJUSTMENTS**

Annually, or more frequently at the discretion of the PCAC Board of Directors, Employee shall submit, in writing, her accomplishments for the past evaluation period and proposed goals and performance objectives for the following evaluation period, and the Board will define goals and performance objectives for Employee. Said goals and objectives will be placed in writing and used to evaluate the performance of Employee. Employee will receive annual performance reviews. The PCAC Board of Directors may write more frequent evaluations at their discretion. The PCAC Board of Directors may provide for merit adjustments at their discretion by way of an amendment to this Agreement.

## Section 6: **BENEFITS**

### A. **Social Security and Medicare**

As an employee of PCAC, Employee will participate in Social Security and Medicare as required by law.

### B. **Holidays**

Employee shall be entitled to the following paid holidays:

New Year's Day	Martin Luther King, Jr.'s Birthday	Lincoln's Birthday
Washington's Birthday	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day
Friday following Thanksgiving Day	Christmas Day	One floating holiday

### C. **Vacation**

Employee shall earn a total of fifteen (15) days of vacation time per year accrued at the beginning of the year. Vacation can accrue to a maximum of twenty (20) days.

Employee may cash out up to a maximum of ten (10) days of earned, but unused vacation time annually, if Employee has taken at least five (5) days of vacation time in the prior calendar year.

#### **D. Sick Leave**

Employee shall accrue sick leave at the rate of one (1) day per month on a per pay period basis. Sick Leave accrues to a maximum of 365 days. Employee shall have no right to cash out unused sick time upon retirement, resignation or termination. Sick leave may be used for the Employees' own illness or injury and/or medical appointments. One half of one year's sick leave (6 days) may be used annually to care for an immediate family member (parent, child or spouse/registered domestic partner) who is ill or injured.

#### **E. Bereavement Leave**

Employee will be granted bereavement leave with pay for up to three days upon the death of Employee's immediate family member.

#### **F. 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.

#### **G. Other Leaves**

Employee will be granted Workers Compensation Leave, Family Leave, Jury Duty Leave, Witness Leave, and Military Leave in accordance applicable laws state and federal laws and regulations.

#### **H. 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.

#### **I. Medical, Life, and Dental Insurance**

Employee shall be eligible to receive medical, life, and dental insurance provided to other PCAC employees in the regular course of business. PCAC will pay \$400 per month towards such insurance coverage for Employee.

**J. 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 her duties.

**K. Retirement Plan**

Employee may contribute toward a 403(b) tax-sheltered annuity plan, and Employer shall match Employee's contributions up to two (2) percent of Employee's base salary.

**L. Educational Conference, Workshops, and Seminars**

PCAC will pay conference registration (including reasonable travel and lodging expenses) and professional organization dues and subscriptions for participation in national, regional, state and local associations and organizations necessary or desirable for continued professional growth related to Employee's position. Such expenses must be approved by the PCAC Board of Directors in advance of the expenditures (if feasible), and shall not exceed \$3,000 per year.

**Section 7: TERMINATION AND SEVERANCE PAY**

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 subject to the conditions of paragraphs B. and C. of this section.

B. In the event that Employee is terminated by the PCAC Board of Directors for reasons other than physical or mental incapacity, or those reasons noted in E. below, PCAC agrees to pay the employee a severance package equal to six (6) months of salary.

C. To be eligible for severance pay, as identified in paragraph B. of this section, Employee shall fulfill all of her obligations under this Agreement and shall sign an acknowledgment and release of claims against PCAC. Such acknowledgment and release appears as Attachment "B" to this Agreement.

D. All severance payments shall be paid within thirty (30) calendar days of the last date of employment.

E. Notwithstanding paragraphs A, B and C, above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, addiction to a controlled substance or alcohol, conviction of a crime involving moral turpitude or involving personal gain to her, any felony or a breach of this Agreement, PCAC shall have no obligation to pay any severance provided in this section.

F. The following provisions shall apply in the event of termination, as provided and defined in Government Code Sections 53243 through 53244:

1. If an investigation is pending at the time of Employee's termination that results in Employee being convicted of a crime involving her abuse of office, Employee shall fully reimburse PCAC for any severance provided at the time of separation; and

2. If Employee is convicted of a crime involving an abuse of her office, any cash settlement related to the termination of Employee that Employee may receive from PCAC, and PCAC funds provided for Employee's criminal defense, if any, shall be fully reimbursed to PCAC.

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

#### **Section 8: RESIGNATION / RETIREMENT**

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

In the event Employee retires or resigns, Employee shall be entitled to payment for earned but unused vacation time, but not eligible for severance pay as delineated in Section 7, paragraph B., above.



## **Section 9: 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.

However, an employee terminated under this section is not eligible for severance pay as delineated in Section 7 of this Agreement.

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

## **Section 10: 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:

Keri Stokstad  
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. Upon its effective date, this Agreement shall supersede the November 7, 2011 Employment Agreement between Employee and PCAC, as amended, in its entirety.

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: \_\_\_\_\_  
George Falardeau  
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 her employment status is that of an at-will employee and that her 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 she was given the opportunity to consult with an attorney prior to signing this Agreement.

Signed:

\_\_\_\_\_  
Employee

Dated: \_\_\_\_\_

ATTACHMENT A – Job Description  
ATTACHMENT B – Separation Agreement

## **ATTACHMENT A**

### **JOB DESCRIPTION**

#### **Position**

Employee shall be the 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 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.

## **ATTACHMENT B**

### **SEPARATION AGREEMENT**

#### **ACKNOWLEDGEMENT AND RELEASE**

This is to confirm that on this date I have received severance pay in the amount of \$\_\_\_\_\_ pursuant to my employment Agreement with the Pasadena Community Access Corporation (PCAC). I acknowledge that, in accepting such severance pay, I am releasing PCAC, the City of Pasadena, its employees, officers and agents, from any and all claims of any kind or nature I had or may have had against PCAC or the City of Pasadena arising from my employment with the PCAC.

I further acknowledge that this Acknowledgement and Release releases PCAC and the City of Pasadena from and waives any claim I may have against PCAC or the City of Pasadena, its employees, officers and agents, stemming from my employment relationship, including the severance thereof, to the fullest extent permissible under the law.

I further acknowledge that this waiver extends to all claims, known and unknown, relative to my employment with and cessation of my employment with the PCAC. I specifically waive the application of Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by her must have materially affected his settlement with the debtor.

I have had the opportunity to consult with legal counsel relative to this Acknowledgement and Release. I have signed this letter voluntarily and willingly.

Dated: \_\_\_\_\_  
Employee