



Board Meeting

January 18, 2023 at 6:00 p.m.

Fresno EOC Board Room

1920 Mariposa Street, Suite 310

Fresno, CA, 93721

Zoom Link: https://fresnoeoc.zoom.us/meeting/register/tZ0rf-iuqD4sHNQmzw_qvL6pl5YY7f3kGFiW



BOARD MEETING AGENDA

JANUARY 18, 2023 AT 6:00 PM

1. CALL TO ORDER AND COMMUNITY ACTION

PROMISE:

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live.

We care about the entire community, and we are dedicated to helping people help themselves and each other.

Accept

Presenter

2. ROLL CALL

A. Roll Call - 4

3. APPROVAL OF DECEMBER 14, 2022 MINUTES

A. December 14, 2022 Board Meeting Minutes - 5

Approve

4. PUBLIC COMMENTS

(This is an opportunity for the members of the public to address the Board on any matter related to the Commission that is not listed on the Agenda.)

5. ADDITIONS TO THE AGENDA

(The Board may add an item to the agenda if, upon a two-thirds vote, the Board finds that there is a need for immediate action on the matter and the need came to the attention of the Board after the posting of this agenda.)

6. POTENTIAL CONFLICT OF INTEREST

(Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter.) (FPPC §87105)

7. TRANSFORMING AND INSPIRING

A. Sanctuary and Support Services - 9

Information

Gattie-
Blanco

8. INTRODUCTION OF NEW COMMISSIONERS

A. Introduction of New Commissioners - 10

Information

Hayes

9. ELECTION OF OFFICERS

A. Election of Officers - 11

Approve

Hayes

10. SIGNATORY AUTHORIZATION RESOLUTION

A. 2022 Signatory Authorization Resolution - 13

Approve

Hayes

11. SEATING OF COMMISSIONERS

A. Seating of Commissioners - 15

Ratify

Hayes

12. CONSIDERATION OF CEO SALARY ADJUSTMENT

A. Consideration of CEO Salary Adjustment - 16

Approve

Hayes

13. 2023 CSBG Budget

A. 2023 CSBG Budget - 37

Approve

Reyes

14. APPROVAL OF CONSENT AGENDA

Any Commissioner may pull any Consent Item for discussion or separate vote

A. Project HOPE Bridge Housing Budget - 39

Information

**Gattie-
Blanco**

15. CHIEF EXECUTIVE OFFICER'S REPORT

A. CEO Report - 41

Information

Reyes

16. COMMISSIONERS' COMMENT

Hayes

17. NEXT MEETING:

Wednesday, March 15, 2023 at 6:00p.m. in the Board Room.

18. ADJOURNMENT

BOARD OF COMMISSIONERS ROLL CALL 2022

Commissioner	Term Expiration	Target Area or Appointing/Nominating Org.	1/26	3/23	5/25	7/6	8/24	10/26	11/17	12/14
ARAMBULA, AMY	Dec 2022	31st Assembly District	X	X	X	P	P	P	P	P
AVILA, ED	Dec 2022	Juvenile Court	X	O	X	P	P	O	P	P
BAINES, OLIVER	Dec 2022	16th Congressional District	X	O	O	P	O	O	P	P
BONNER, Alysia	Dec. 2022	Target Area F	X	X	X	P	P	P	P	O
BROWN-JENKINS, ZINA	Dec 2022	Head Start CWPC	X	X	X	P	P	P	P	P
GARABEDIAN, CHARLES	Dec 2023	Board of Supervisors	X	X	X	P	P	P	P	O
HAYES, LINDA R.	Dec 2022	Target Area H	X	X	X	P	P	P	P	P
HURTADO, JEWEL	Dec 2022	Target Area C	X	O	O	P	O	O	O	O
JAIME-MILEHAM, LUPE	Dec 2022	FCSS	X	O	O	O	O	P	P	P
KING BRIAN	Dec 2023	Mayor's Appointment	X	X	O	O	P	P	O	P
LEON, REY	Dec 2022	Target Area B	O	X	O	O	P	P	O	O
MARTINEZ, DANIEL	Dec 2023	Target Area D	X	X	O	P	P	P	O	O
MARTINEZ, JAMES	Dec 2023	Fresno Reel Pride	X	O	X	P	O	O	P	P
MCALISTER, BRUCE	Dec 2023	West Fresno Faith Based Organization	X	O	X	P	O	P	P	P
MCCOY, BARIGYE	Dec 2022	Board of Supervisors	X	X	O	O	P	P	P	P
MITCHELL, LISA	Dec 2023	Target Area E	X	X	O	O	P	P	O	P
NEIL , SHERRY	Dec 2022	Economic Development Corporation	N/A	X	O	P	P	O	O	P
PACHECO, ALENA	Dec 2023	Target Area A	N/A	X	X	P	O	P	P	P
PIMENTEL, ROBERT	Dec 2023	SCCCD	X	X	X	P	P	O	P	P
ROBLES, ITZI	Dec 2023	SEFCEDA	X	X	X	O	P	P	O	P
RODGERS, JIMI	Dec 2023	Association of Black Social Workers	X	X	O	O	P	P	P	P
TAYLOR, STEVEN	Dec 2022	NAACP	N/A	X	X	P	P	P	P	P
ZARATE, RUBEN	Dec 2023	14th Senatorial District	X	O	X	O	P	P	P	P
VACANT		Target Area G								
Present = X Phone = P										
Absent = O										
Vacant = V Excluded = N/A										

It is the Commissioner's responsibility to check the matrix, verify accuracy and inform the Secretary or designee if any changes are needed.

**BOARD OF COMMISSIONERS MEETING
December 14, 2022 at 6:00 PM****MINUTES****1. CALL TO ORDER**

Linda Hayes, Board Chair, called the meeting to order at 6:20 P.M.

2. ROLL CALL

Present: Amy Arambula, Ed Avila, Oliver Baines, Zina Brown-Jenkins, Linda Hayes, Lupe Jaime-Mileham, Brian King, James Martinez, Bruce McAlister, Barigye McCoy, Lisa Mitchell, James Martinez, Alena Pacheco, Robert Pimentel, Itzi Robles, Jimi Rodgers, Steven Taylor and Ruben Zarate.

Absent: Alysia Bonner, Charles Garabedian, Jewel Hurtado, Rey Leon, and Daniel Martinez.

3. APPROVAL OF PREVIOUS MINUTES

Public Comment: None heard

Motion by: McAlister **Second by:** Jaime-Mileham

Ayes:.. All in favor.

Nayes: None heard

4. PUBLIC COMMENTS

Public Comment: None heard

No action required.

5. ADDITIONS TO THE AGENDA

Public Comment: None heard

No action required.

6. POTENTIAL CONFLICT OF INTEREST

There were no conflict of interest.

7. PREVIOUS COMMISSIONERS APPRECIATION

Board Chair, Linda Hayes, provided Commissioner Jewel Hurtado representing Target Area C with an appreciation plaque to thank her for her two years of service as a Fresno EOC Board.

8. 2023 BOARD MEETING SCHEDULE

Commissioner Arambula made a motion to amend the proposed schedule to add eight (8) Board Meetings to the calendar year 2023.

Motion by: Arambula **Second by:** Robles

Ayes: Arambula, Avila, Brown-Jenkins, Jaime-Mileham, King, Pacheco, Robles, Rodgers, Zarate

Nayes: Baines, Hayes, Martinez, McAlister, McCoy Mitchell, Neil, Pimentel, Taylor

Motion failed.

Commissioner McCoy made a motion to accept the proposed Board Meeting schedule for the calendar year 2023 with the recommendation to refer back to the Bylaws with a new proposed Board Meeting Schedule to be brought back to the full Board.

Public Comment: None heard

Motion by: McCoy **Second by:** Baines

Ayes: All in favor

Nayes: None heard.

Motion passed.

9. WORKERS' COMPENSATION INSURANCE RENEWAL

Chris Erwin, Procurement Director provided an overview of the Workers compensation insurance renewal to retain Church Mutual as our insurance carrier for 2023.

Public Comment: None heard

Motion by: Arambula **Second by:** Zarate

Ayes: All in favor.

Nayes: None heard.

10. APPROVAL OF CONSENT AGENDA

Public Comment: None heard

Motion by: Jaime-Mileham **Second by:** Robles

Ayes: All in favor.

Nayes: None heard.

APPROVAL OF PULLED CONSENT AGENDA ITEMS

10E3 – Sanctuary and Support Services: Project HOPE Bridge Housing

Commissioner Alena Pacheco to approve the Project HOPE Bridge Housing with the caveat that the detailed budget be submitted to the full Board of Commissioners at the January meeting.

Public Comment: None heard

Motion by: Pacheco **Second by:** Baines

Ayes: All in favor.

Abstains: Robert Pimentel

10A1 - Budget Revision for Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act.

Commissioner Amy Arambula inquired if Head Start was included in the compensation survey. Emilia Reyes, Chief Executive Officer stated Head Start was not included but shortly after the agency completed the adjustments, Head Start did their own compensation adjustments and are currently providing retention incentives to current and onboarding staff.

Public Comment: None heard

Motion by: Arambula **Second by:** J. Martinez

Ayes: All in favor.

Nayes: None heard

10A2 - Budget Revision for American Rescue Plan Act (ARPA)-

Commissioner Amy Arambula inquired clarification regarding the \$1.2 million that is no longer going to be used to purchase Richard Keyes. Rosa Pineda, Head Start Director stated these funds will be used for staff retention.

Public Comment: None heard

Motion by: Arambula **Second by:** Rodgers

Ayes: All in favor.

Nayes: None heard

11. CHIEF EXECUTIVE OFFICER'S REPORT

Emilia Reyes, Chief Executive Officer, provided an update of the incident that took place at SOUL school on December 6, 2022 and provided an overview of the CEO Report.

Public Comment: None heard

No action required.

12. COMMISSIONERS COMMENT

The following Commissioners provided the following statement and information to share with the Board and Public.

Commissioner Oliver Baines, thanked the CEO, Emilia Reyes, and the Commission staff for their recently held the All Staff Conference on November 14, 2022. Baines is recommending to provide program updates on meeting gatherings.

No action required.

13. CLOSED SESSION

Ken Price, Legal Counsel, had no action to report out of closed session.

14. CEO COMPENSATION

Board Chair Hayes, announced the CEO Compensation will be tabled for further discussion at the January 18, 2023 Board Meeting.

15. NEXT MEETING:

Wednesday, January 18, 2023, at 6:00 p.m.

16. ADJOURNMENT

Public Comment: None heard

Motion by: James **Second by:** Pacheco

Ayes: All in favor.

Nayes: None heard



BOARD OF COMMISSIONERS MEETING

Date: January 18, 2023	Program: Sanctuary and Support Services
Agenda Item #: 7	Director: Misty Gattie-Blanco
Subject: Transforming and Inspiring	Officer: Michelle L. Tutunjian

Background

The information presented during this item is intended to keep the Board apprised on various agency programs as well as highlighting clients we serve.

Fresno Economic Opportunities Commission (Fresno EOC) Sanctuary and Support Services provides a collaborative approach to meet the immediate needs of youth, young adults, individuals, and families to empower them to thrive as healthy, self-sufficient, and contributing members of our communities. The program addresses housing and support services for homeless, anti-trafficking throughout the region, and LGBTQ+ inclusion through the following projects:

Sanctuary Homeless Services focuses on addressing the issues of homelessness in Fresno through various projects, including Safe Place, Outreach Services, Housing Navigation, Emergency Shelter, Bridge Housing, and Permanent Housing. Homeless Services assists clients experiencing crisis and provides access to emergency food, emergency housing, housing navigation, comprehensive case management, and linkages to community resources.

Central Valley Against Human Trafficking (CVAHT) provides services to victims of human trafficking identified throughout the six-county region including Fresno, Madera, Kern, Tulare, Kings, and Merced. Every victim identified is provided comprehensive case management, emergency and transitional housing, emergency food, emergency financial assistance, and recreational activities and events. CVAHT also has an extensive network of external partnerships with which it regularly collaborates and refers with experience working with victims of human trafficking. CVAHT provides awareness, training and technical assistance about human trafficking and trafficking-related issues. The program also leads the Central Valley Freedom Coalition, consisting of a multi-disciplinary network of over 1,500 contacts dedicated to addressing the critical issues of human trafficking in the Central Valley.

LGBTQ+ Resource Center provides a safe and inclusive environment for weekly peer-led support groups, drop-in services, case management, advocacy, and recreational activities. The program also advocates for the LGBTQ+ community by hosting monthly art hop, giving queer artists the opportunity to showcase their talents. In addition, they offer training to community organizations and business focused on LGBTQ+ Competency.



BOARD OF COMMISSIONERS MEETING

Date: January 18, 2023	Program: N/A
Agenda Item #: 8	Director: N/A
Subject: Introduction of New Commissioners	Officer: Emilia Reyes

Background

The following Commissioners are new to the Fresno EOC Board and will have an opportunity to formally introduce themselves and share a bit of their background and goals for serving on the Board.

Earl Brown: Target Area G

"I believe that my background and commitment to community fit well with the mission and vision of Fresno EOC. I would like for my knowledge and understanding to be available to participate in the deliberations of the Board, and to share my perspectives about our community. I have experience working with programs that assist the community through workforce development, business development and education. My experience is as an employee, board member, board chairman and consultant. I have worked in farm labor, construction, government, private sector, and community based organizations and as a self-employed businessman."

Daniel Parra: Target Area C

"As for former board member and Chairman of EOC, I know what EOC is about and who they help. In my capacity as a council member I see those same folks that need help but are not getting it. I want to be a conduit to help others."



BOARD OF COMMISSIONERS MEETING

Date: January 18, 2023	Program: N/A
Agenda Item #: 9	Director: N/A
Subject: Election of Officers	Officer: Emilia Reyes

Recommended Action

Staff recommends to nominate and approve Commission Officer positions of Chair, Vice Chair, and Treasurer.

Background

Per the agency's Bylaws, the Officers of the Commission shall consist of a Chair, Vice Chair, Secretary, and Treasurer, all of whom shall be elected from the members of the Commission with the exception that the CEO shall be appointed to serve as Secretary.


Such officers shall be elected to serve until the next annual meeting of the Commission or until their successors shall have been elected and qualify. No Commissioner shall hold more than one office at the same time.

The agency's current Bylaws state the duties and powers of the Officers are as follows:

The Chair shall: (1) be the chief volunteer officer of the Corporation, subject to the direction and control of the Board; (2) preside at meetings of the Board of Commissioners; (3) appoint the members of standing and of such special Committees with the approval of the Commission; (4) be ex-officio a member of all Committees; and (5) perform such other duties and have such other powers as the Board of Commissioners may determine from time to time. The Chair may vote on any matter before the Commission. The Chair shall be counted to determine the existence of a quorum.

Vice Chair. In the absence of the Chair or the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair and shall perform such other duties as the Commission may, from time to time, designate.

The Treasurer shall: (1) oversee the Corporation's financial management practices, subject to the direction and control of the Board; (2) ensure that the Commissioners understand the financial situation of the Corporation (including ensuring that financial statements for each month are available for each meeting of the Board of Commissioners and are kept on file at the Corporation's principal office); (3) serve as



Chair of the Finance Committee; (4) serve as an Authorized Check Signatory when the Chair is unavailable; and (5) perform such other duties and have such other powers as the Board of Commissioners may determine from time to time.

Fiscal Impact

None.

Conclusion

Once elected and approved by the Board, Officers will serve for a 12-month period.



BOARD OF COMMISSIONERS MEETING

Date: January 18, 2023	Program: N/A
Agenda Item #: 10	Director: N/A
Subject: 2022 Signatory Authorization Resolution	Officer: Emilia Reyes

Recommended Action

Staff recommends approval of the 2023 Signatory Authorization Resolution to accurately reflect the agency's Board Chair, and Vice Chair representatives.

Background

On an annual basis, the Board adopts a Signatory Resolution where it authorizes the Board of Commissioners the ability to designate on its behalf appropriate staff members to bind the agency.

On January 18, 2023, the Board will nominate and approve Commission Officer positions which includes the Board Chair and Vice Chair.

Fiscal Impact

With this recommendation, the authorized signatures will have the ability to execute any and all contracts and transactions deemed appropriate to fulfill the program operations of the agency.

Conclusion

If the Board approves, the Signatory Authorization Resolution will be updated to reflect the Board's Chair and Vice Chair representatives to be effective January 18, 2023.



AUTHORIZED SIGNATORY RESOLUTION

WHEREAS, Fresno Economic Opportunities Commission is a private, nonprofit corporation, organized under Part 1, of Division 2, of Title 1, of the Corporations Code of the State of California, August 20, 1965; and

WHEREAS, the Board of Commissioners of Fresno Economic Opportunities Commission is vested with the authority to execute any and all contracts and transactions it deems appropriate to the mission of the agency; and

WHEREAS, the Board of Commissioners is authorized to designate in its behalf officers and agents duly entitled to bind the corporation to any and all contracts and transactions;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of Fresno Economic Opportunities Commission on this, the 18th of January 2023, hereby authorizes the Chairperson, Vice-Chair of the Board, Secretary of the Board/Chief Executive Officer, and Chief Operating Officer, to sign all grants, contracts and amendments, program documentation, fiscal documents, including loans, reports, and all other required documents necessary in fulfilling the program operations of the agency.

AUTHORIZED SIGNATURES:

Board Chair

Emilia Reyes, Board Secretary/Chief Executive Officer

Board Vice Chair

Michelle Tutunjian, Chief Operating Officer

Approved at the meeting of the Board of Commissioners on January 18, 2023 and effective as of January 18, 2023.

Ayes _____ Nays _____ Absent _____ Attest _____

Emilia Reyes, Board Secretary



BOARD OF COMMISSIONERS MEETING

Date: January 18, 2023	Program: N/A
Agenda Item #: 11	Director: N/A
Subject: Seating of Commissioners	Officer: Emilia Reyes

Recommended Action

The Bylaws Committee recommends ratification of the following Target Area Election results, Community Sector nominations and Public Official Appointments, commencing on January 1, 2023 for a two- year term.

Background

Public Official Appointments

Amy Arambula
Pending Appointment Letter
Oliver Baines
Pending Appointment Letter

Appointing Body

31st Assembly District
Juvenile Court
16th Congressional District
Board of Supervisors

Community Sector

Sherry Neil
Steven Taylor
Zina Brown-Jenkins
Lupe Jaime-Mileham

Fresno Economic Development Corporation
National Association for the Advancement of Colored People
Head Start County-Wide Policy Council
Fresno County Superintendent of Schools

Target Sector

Daniel Parra
Linda Hayes
Alysia Bonner
Early Brown

Target Area C
Target Area H
Target Area F
Target Area G

Fiscal Impact

None.

Conclusion

If approved by the Board, Commissioners term will be effective January 1, 2023.



BOARD OF COMMISSIONERS MEETING

Date: January 18, 2023	Program: N/A
Agenda Item #: 12	Director: N/A
Subject: Consideration of CEO Salary Adjustment	Board Chair: Linda Hayes

Recommended Action

The Ad Hoc Committee recommends the approval of the CEO's compensation be increased by 8.7% to a total of \$211,965 effective retroactively to January 1, 2023.

Background

As you may recall, on November 14, 2022, the Board of Commission during closed session completed the annual evaluation of CEO Emilia Reyes. The evaluation process, which is coordinated by a third-party consultant, Sierra HR, is very detailed. In summary, the CEO received a strong evaluation.

The CEO's employment agreement requires the Board to consider any compensation increases. As result, during the December 14, 2022 Board meeting, Chair Linda Hayes informed the Board of Commissioners that she would be forming an ad hoc committee to provide a recommendation to the Board regarding the CEO's compensation during the January 18, 2023 meeting. The members of the ad hoc committee are Chair Hayes, Vice Chair Itzi Robles and Commissioner Oliver Baines.

On January 11, 2023, the ad hoc committee met to review the CEO's employment agreement and review salary information for various nonprofits and governmental agencies, including national community action agencies of somewhat comparable size and locale. Attached to this staff report are the CEO's employment agreement and the salary survey reviewed by the ad hoc committee.

The CEO executed a new employment agreement with Fresno EOC on October 27, 2021. Presently, the CEO earns \$195,000. The employment agreement provides for annual salary adjustments based upon job competency but such adjustments are limited to the percentage of salary increase to all EOC staff, combining salary increases to those staff represented by labor unions and non-represented staff alike, which is capped at 3% per year. Moreover, the CEO is eligible for up to a \$15,000 bonus based upon Board adopted criteria. The CEO receives other benefits such as employer paid healthcare premiums, an auto allowance, a retirement plan and other benefits customary to such agreements.

Fresno EOC represented and unrepresented staff received an average salary adjustment of 12% last year. This amount was extraordinary due to inflation and the results of a comprehensive market analysis for the agency. Moreover, agency managers and executives have received increases based upon a market analysis. In fact, the salary range for the CFO position, which is presently open, is \$145,000 to \$195,000 based upon relevant experience.

As mentioned, the ad hoc committee reviewed salary data from an array of nonprofits and governmental agencies. Some of the data was out of date (some going back to 2019) but was still somewhat useful in order to determine how the Fresno EOC's CEO compensation fell with other agencies. Keep in mind that Fresno EOC is much larger than most of these agencies in the attached chart in regards to both annual budget (approximately \$150 million) and number of employees (approximately 1,200).

After reviewing the salary data, the ad hoc committee concluded that the CEO was somewhat undercompensated in relation to the other agencies. Moreover, the Committee concluded that the 3% salary adjustment cap provided in the employment agreement is too low in light of high inflation and other EOC executive compensation encroaching upon the CEO's salary. The ad hoc committee also concluded that there is insufficient criteria with respect to determining a bonus for the CEO for 2022. Rather, the ad hoc committee will work with the CEO and Board's consultant, Sierra HR, to create a matrix for the specific measurement of goals, and implement a goal evaluation process, as way to ensure any bonus is linked to the CEO's satisfaction of such goals.

Recommendation:

The ad hoc committee recommends that the CEO's compensation be increased by 8.7% to a total of \$211,965. The percentage adjustment is based upon the recently adopted federal COLA increase for Social Security and closely approximates the Consumer Price Index for Fresno. The recommendation also includes a proviso that the adjustment is effective retroactively to January 1, 2023.

The committee also recommends that, notwithstanding the CEO's positive evaluation, no bonus be granted for this year so that appropriate performance criteria can be developed and presented to the Board of Commissioners. Again, this recommendation should not be construed as a reflection of the CEO's performance, which was very positive. Rather, it is the ad hoc committee's intent to create a process that promotes a clear and transparent method for incentive-based compensation.

Fiscal Impact

None

Conclusion

If approved by the Board, during the February Board meeting, the ad hoc committee will bring a contract amendment to the commissioners that allows for such an increase, and makes some additional revisions consistent with this recommendation.

Executive Compensation Research – January 2023

Organization	Location	Form 990 Year	Agency Revenue	Position Title	Reported Base Compensation
Central Valley Regional Center	Fresno, CA	2020	\$385,244,503	Interim Executive Director	\$198,415
Community Action Partnership of Kern	Bakersfield, CA	2020	\$117,900,329	CEO	\$202,687
Community Action Partnership of San Luis Obispo (CAPSLO)	San Luis Obispo, CA	2019	\$93,208,848	CEO	\$189,454
Central California Food Bank	Fresno, CA	2019	\$80,849,167	Pres. & CEO	\$146,480
Turning Point of Central California	Visalia, CA	2019	\$54,629,934	CEO	\$304,119
Fresno Housing Authority	Fresno, CA	2023 Budget	\$150,000,000 (approx.)	CEO	\$250,000
Community Action Partnership of North Alabama	Decatur, AL	2021	\$49,339,847	Executive Director	\$182,313
Community & Economic Development Agency of Cook County	Chicago, IL	2020	\$153,702,719	Pres. & CEO	\$253,765
Hopelink	Redmond, WA	2020	\$83,592,432	CEO	\$224,961 (10 months)

**AGREEMENT FOR EMPLOYMENT OF CHIEF EXECUTIVE OFFICER
BETWEEN
THE FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION**

AND

EMILIA REYES

THIS AGREEMENT FOR EMPLOYMENT OF CHIEF EXECUTIVE OFFICER (this "Agreement") is entered into as of this 27th day of October, 2021, by and between the FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION, a California nonprofit public benefit corporation ("Fresno EOC"), and EMILIA REYES ("Ms. Reyes" or "CEO"). This Agreement supersedes any and all prior employment agreements.

RECITALS

A. Ms. Reyes serves as the Chief Executive Officer ("CEO") of Fresno EOC. During the course of her employment with Fresno EOC, Ms. Reyes has entered into one previous employment agreement to serve as CEO of Fresno EOC. Ms. Reyes' employment under the previous employment agreement between the parties, dated December 26, 2019, commenced on January 20, 2020, and expires by its terms on January 19, 2022.

B. The parties desire to enter into a new employment relationship and memorialize the terms of this new relationship pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and of the covenants and provisions contained in this Agreement, the parties agree as follows:

1. EMPLOYMENT AS CHIEF EXECUTIVE OFFICER

Ms. Reyes is hereby employed as the Chief Executive Officer of Fresno EOC.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on December 1, 2021 (the "Effective Date") and expire on December 31, 2024.

3. POWERS AND DUTIES

The CEO shall perform all of her powers and duties in accordance with applicable laws and the position description for the Chief Executive Officer position, which is attached hereto and incorporated herein as Exhibit A and may be modified by the Fresno EOC Board of Directors ("Board") from time-to-time.

4. BOARD-CEO RELATIONS

The CEO shall work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board shall accept responsibility for formulating and adopting policy and for taking action on matters that, by law, require Board action. Administrative responsibility and commensurate authority for administering Fresno EOC is hereby delegated by the Board to the CEO.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. Individual Board members shall not give direction to the CEO or any staff member regarding the management of Fresno EOC or the solution of specific problems. It is agreed that the Board shall promptly refer any criticism, complaints, or suggestions brought to the attention of the Board, or any member thereof, to the CEO for study and recommendation.

The Board shall provide the CEO with periodic opportunities to discuss Board-CEO relations as they relate to the Board's productivity and the effectiveness of the CEO's leadership. As a part of this process, when it is deemed necessary by either the Board or the CEO, an outside advisor may be retained to facilitate this process. If an outside advisor is retained, the costs associated with the outside advisor shall be paid by Fresno EOC for a time determined by mutual agreement between the Board and CEO.

The CEO shall be held responsible for establishing programs and services and for managing Fresno EOC to meet the Board's expected outcomes including the provision of data from which the Board can evaluate Fresno EOC's achievements. Thus, the Board, by exercising its governance and policy-making role, can be assured that it determines what it is that Fresno EOC should accomplish and whether, in fact, Fresno EOC is accomplishing the Board's expectations.

5. SALARY

Commencing on January 1, 2022, the CEO's starting salary shall be \$195,000.00. The CEO's salary may be adjusted during the term of this Agreement by mutual consent of the parties as described in Section 6 below. A change in salary or of any other provision of this Agreement shall not constitute the creation of a new agreement. The CEO shall be paid bi-weekly in accordance with Fresno EOC's usual payroll procedures.

6. EVALUATION

In addition to the salary set forth above, the CEO may be entitled to additional bonus compensation following the implementation of the agency performance management system described below and as amended from time-to-time by the Board. As part of the performance management system, the results of the CEO's performance evaluation shall directly affect the CEO's salary and bonus incentive compensation.

A. Process. The performance evaluation is based on competency and goal achievement during a 12-month evaluation cycle. Over the course of the year, the CEO's performance shall be evaluated by her performance of the duties and responsibilities contained in the CEO's position description, agency competencies, goals established by the Board, the CEO's goals report as described in Section 6.B. below, goals established by the CEO for senior-level Fresno EOC staff, and other factors deemed appropriate by the Board. The Board is encouraged, but not required, to retain the services of a third-party to facilitate the evaluation process, which would be paid for entirely by Fresno EOC. As part of the performance management system, the Board shall use its best judgment to "score" the CEO's competency and goal achievement.

B. Timing. On or before November 31st of each year, the Board shall complete the CEO's annual evaluation. The implementation of the evaluation shall be led by the Chair of the Board, the Executive Committee, or an *ad hoc* committee established by the Chair. During the initial year of the Agreement, the chair shall appoint an *ad hoc* committee to create and implement a new CEO evaluation form document and bonus criteria to be used during the term of this Agreement. A quorum of Board must fully participate in the evaluation. As part of that process, the Board will hold a goal setting conference with the CEO to start establishing the agency's and the CEO's goals for the following year. The goal setting conference may be continued from time-to-time but shall be concluded prior to the end of that calendar year. The goals established through this process shall be clear, identifiable, and mutually-agreed to by the CEO and Board. By the meetings of the Board for February and May each year, the CEO will provide a written or verbal update on the progress of the established goals to the Board. By September 1st of each year, the CEO will provide to the Board a formal report on Fresno EOC's goals. The Board shall consider this report when conducting the CEO's evaluation as described herein.

C. Compensation Increases. All salary increase and bonus incentive amounts are discretionary and will be determined solely by the Board. CEO's annual salary increases will be based upon job competency criteria and shall be limited to the percentage of salary increase to all agency staff, combining salary increases to represented and non-represented staff alike. Salary increases to the CEO shall not exceed three percentage (3%) per year. CEO shall be eligible for a discretionary bonus not to exceed \$15,000 per annum. Additionally, upon execution of this Agreement, CEO shall earn a one-time "signing bonus" of \$15,000 prior to the end of calendar year 2021. With respect to future annual bonus eligibility, the CEO's goal achievement, as measured by the Board, shall determine eligibility for a bonus incentive award. The Board shall determine the bonus incentive award that shall be available for each performance management year. The CEO's salary increases and bonuses, if any, shall comply with 42 U.S.C. section 9848, as amended, and shall be subject to limitations on compensation. Any compensation in excess of such federal limits shall be paid with non-federal funds.

7. WORK YEAR

Subject to Section 8 below, the CEO shall be required to render twelve (12) months of full and regular service to Fresno EOC for each annual period covered by this Agreement, excluding applicable holidays.

8. VACATION

The CEO shall accrue twenty (20) days of vacation per calendar year. Vacation shall be taken during the calendar year in which granted. In the event vacation is not taken during the calendar year in which it is granted, it may only be accumulated to a total of forty (40) days. The CEO shall notify the Board if she intends to take five (5) consecutive days or more of vacation. As long as the CEO remains classified as exempt, for the purposes of paid vacation time accrual only, the CEO will be considered to have worked 40 hours per week regardless of the number of hours actually worked per week unless (a) the CEO misses an entire week's worth of work, (b) the CEO misses complete days' worth of work for personal reasons or through the use of paid vacation time, holiday pay, etc., or (c) the CEO's schedule is reduced such that the CEO is required to work something less than 40 hours per week. In those instances, the amount of paid vacation time to be accrued will be based on the number of hours actually worked by the CEO or accrual will be a pro rata amount based upon the number of days actually worked by the CEO during the week. In the event of termination or expiration of this Agreement, the CEO shall be entitled to compensation for unused vacation at the salary rate in effect at that time. The CEO may cash out accrued vacation in accordance with Fresno EOC policy, as may be amended from time-to-time.

9. FRINGE BENEFITS

A. Health and Welfare Benefits. During the term of the Agreement, the CEO shall be entitled to participate in the same health and welfare benefits as are provided to unrepresented management employees. Fresno EOC shall pay 100% of the premiums applicable to the CEO.

B. Term Life Insurance. During the term of the Agreement, Fresno EOC shall pay the premium applicable to a term life insurance policy in the amount of \$100,000.

C. Retirement Contributions. CEO shall be entitled to participate in Fresno EOC's 457 Plan (the "Plan") so long as Fresno EOC continues to offer the Plan and CEO is qualified and eligible to participate in the Plan. Unless otherwise prohibited by the terms of the Plan, and subject to any applicable vesting period, Fresno EOC will begin contributing an amount equal to ten percent (10%) of CEO's base salary to the Plan starting on the first day of CEO's employment. Such contributions will be made at the same time and on the same conditions as contributions made by Fresno EOC on behalf of other similarly situation executive level employees.

D. Sick Leave. During the term of the Agreement, the CEO shall accrue at a rate of 3.076 days per pay period.

E. Automobile Allowance. During the term of the Agreement, the CEO shall receive an automobile allowance in the amount of \$500.00 per month.

F. Other Leave Benefits. In addition to the paid vacation time and paid sick leave described above, the CEO will also be entitled to holiday pay and other leave as provided pursuant to Agency policy all other similarly situated executive level employees. The terms and conditions for Employee's accrual and use of those additional benefits will be the same as those applicable to all other similarly situated executive level employees.

10. EXPENSES

A. Expenses. The CEO is entitled to be reimbursed for actual and necessary expenses incurred and paid by the CEO in the conduct of her duties on behalf of Fresno EOC, and which are authorized by the Board in accordance with applicable policies and regulations. The CEO's expenses shall be approved by the Fresno EOC Board Chair. The CEO shall submit appropriate written documentation to the Board Chair justifying such expenses.

B. Professional Organizations. Fresno EOC encourages the CEO to participate in professional organizations and activities. Fresno EOC shall pay the CEO's membership dues in local service clubs and other professional or community organizations as may be approved in advance by the Board. The CEO shall periodically, but no less than annually, provide to the Executive Committee a list of local service clubs and other professional or community organizations receiving funding by Fresno EOC for memberships pursuant to this Section 10.B.

C. Professional Meetings. The CEO may attend professional meetings at the local, county, and state levels. Prior approval of the Board shall be obtained when the CEO attends out-of-state functions, and all actual and necessary expenses of attendance shall be paid by Fresno EOC. In case of an emergency attendance requirement, the Chair of the Board will be notified, and the expenses will be ratified at the next appropriate Board meeting.

D. Professional Development. Fresno EOC supports and encourages the continuing professional development of the CEO. Possible professional development opportunities include attending various seminars and courses, and CEO's participation in activities such as leadership coaching services. In the event that CEO desires to engage in such professional development activities, CEO shall present the Board with the cost and time commitment associated with such activities for the Board's consideration.

E. Outside Professional Activities. The CEO may engage in outside professional activities, such as speaking and writing, provided such activities enhance CEO's duties. CEO shall not receive honoraria for such activities. Additionally, CEO shall not be compensated in any way for such professional activities.

F. Travel Expenses. CEO is expected to use her own automobile in the performance of the duties of CEO, paying fuel and maintenance expenses and retaining liability insurance. CEO is encouraged to use a rental vehicle when traveling outside of the Central Valley. CEO shall not be entitled to mileage reimbursement except for travel outside of California in connection to the services required by Fresno EOC which will be reimbursed at the Fresno EOC-approved standard per mile rate, commencing and concluding at Fresno EOC's main administrative office.

11. TERMINATION OF AGREEMENT

A. Termination by Mutual Consent. This Agreement may be changed, modified, or terminated by mutual written agreement of the CEO and the Board upon thirty (30) calendar days' written prior notice.

B. Termination by CEO. Notwithstanding any other provisions of this Agreement, the CEO shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than sixty (60) days prior to said termination date. The Board may, but is not obligated to, waive or reduce the days specified in this section.

C. Termination for Failure to Notify Chair of Finalist Consideration. The CEO shall notify the Chair of the Board in the event that she applies for employment outside of Fresno EOC and is considered a finalist for the position. The Chair shall notify the Board of such notice. Failure to do so shall constitute cause for termination of this Agreement by Fresno EOC.

D. Termination by Board For Cause. This Agreement and the services of the CEO may be terminated by the Board at any time for breach of this Agreement or any of the disciplinary grounds set forth in the policies and procedures established from time to time by the Board and/or Fresno EOC, whether such policies are contained in a salary resolution in effect, or published in a Fresno EOC policy manual, or reflected in practice, procedure, or other written policy of Fresno EOC. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the CEO. The CEO shall then be entitled to a conference with the Board at which time the CEO shall be given a reasonable opportunity to address the Board's concerns. The CEO shall have the right, at her own expense, to have a representative of her choice at the conference with the Board. The conference with the Board shall be the CEO's exclusive right to any hearing otherwise required by law.

E. Termination by Board Without Cause. This Agreement and the employment of CEO may be terminated at will, without cause, by the Board by giving at least ninety (90) days' written notice of termination to the CEO.

F. Severance. Should Fresno EOC give notice of termination under Paragraph 11.E., or should Fresno EOC agree to a mutual termination under Paragraph 11.A. above, Fresno EOC will pay CEO severance as provided for in this paragraph. The severance

payment will be in the gross amount equal to twelve (12) weeks' salary, less required or authorized withholdings. CEO's receipt of any severance compensation shall be subject to and expressly conditioned upon CEO's providing a general release of all claims in the form attached hereto as **Exhibit B**. The severance compensation shall be paid in accordance with the terms and timing set forth in **Exhibit B**.

G. **Effect of Termination on Compensation.** In the event of the termination of this Agreement and the employment of CEO, the CEO shall be entitled to the compensation earned by her prior to the effective date of termination as provided for in this Agreement, computed pro rata up to and including that date; CEO shall be entitled to no further compensation as of the date of termination. The date of termination shall be the date specified in the notice of termination or the date that the parties mutually agree to termination; however, if CEO shall, with or without notice of termination by either party, substantially stop performing her duties (except as directed by Fresno EOC when Fresno EOC has given notice of termination), then the date when CEO so stopped performing shall be the date of termination.

12. BINDING ARBITRATION

The CEO and Fresno EOC agree to submit any dispute, claim, or controversy concerning CEO's employment or separation therefrom, or any dispute, claim, or controversy arising out of or relating to any interpretation, construction, performance, or breach of this Agreement to final and binding arbitration. Either party may make a written request to the other for arbitration. Any such request must be made within thirty (30) days of the action giving rise to the dispute. The parties shall make a good faith attempt to select an arbitrator and complete the arbitration with ninety (90) days. The arbitration shall take place in Fresno County, California, unless otherwise agreed by the parties. The arbitrator's fee shall be paid equally by both parties. Each party shall bear its own attorneys' fees and other costs. The arbitrator shall render a written decision and provide it to both parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this Agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281 et seq. In the event the parties are unable to mutually agree upon the selection of an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation & Conciliation Service. The parties shall each strike from the list until one person remains, who shall be designated as the arbitrator. The party to strike first from the list shall be determined by lot.

13. ABUSE OF OFFICE CONVICTION

Notwithstanding any other provision of this Agreement, in the event the CEO is convicted of a crime constituting "abuse of office," the CEO shall reimburse Fresno EOC for salary and monies to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, cash settlement, etc.). In the event of such conviction, Fresno EOC shall make no payments barred by law.

14. INDEMNITY

Fresno EOC shall defend the CEO from any and all demands, claims, suits, actions, and legal proceedings brought against the CEO in CEO's individual capacity, or official capacity as an agent and employee of Fresno EOC, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the CEO was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, Fresno EOC shall hold harmless and indemnify the CEO from any and all demands, claims, suits, actions, and legal proceedings brought against the CEO in CEO's individual capacity or in CEO's official capacity as an agent and employee of Fresno EOC, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the CEO was acting within a scope of CEO's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this contract and its provisions, duties and responsibilities of the CEO's job performance, including any extensions of this Agreement.

15. GENERAL PROVISIONS

A. Severability. The terms of this Agreement are contractual and not a mere recital. Should any provision or part of any provision or application thereof be held invalid, the invalidity shall not affect any other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.

B. Governing Law. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in the Fresno County Superior Court or the appropriate federal district court.

C. Administrative Policies and Procedures. The CEO shall be subject to the Administrative Policies and Procedures applicable to employees of Fresno EOC. However, in the event any such policy/procedure is in conflict with the terms of this Agreement, then this Agreement shall apply.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

E. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. Any amendment, modifications or variations from the terms of this agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Boards and the CEO.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

ON BEHALF OF FRESNO EOC

Linda R. Hayes

Linda Hayes, Chair

I hereby agree to comply with each and every condition thereof, and to perform faithfully all of the duties of employment of Chief Executive Officer of the Fresno County Economic Opportunities Commission.

Date of Acceptance: October 27, 2021

Emilia Reyes

Emilia Reyes

EXHIBIT A
CEO Position Description

[Insert CEO position description]



Job Title: Chief Executive Officer
Program: Executive Office
Reports To: Board of Commissioners
FLSA Status: Exempt
Grade: EXEC
Job Code: 00249

Revised: 5/26/2021

POSITION SUMMARY

Reports to a supportive and professional Board of Commissioners. This impactful leadership position is responsible for overseeing the administration, program and strategic plan of the organization. Determines and formulates business strategies and policies that align with the needs and objectives of the community. Requires a dynamic, mission-driven leader who is passionate about leading hands-on operations, fostering growth, achieving the agency's philosophy, vision, strategy, goals and objectives, as well as developing and managing the organization. Establishes and maintains effective partnerships and communications with EOC's key constituencies to build collaborative and effective working relationships. Functions as liaison between EOC granters and regulatory agencies and government to ensure adherence to guidelines; Serves as Secretary to the Board.

Oversees the achievement of the agency's vision, "For Those We Serve," by empowering individuals who thrive as healthy, self-sufficient and contributing members of our communities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Board of Commissioners: Works closely with the Board of Commissioners (BOC) to determine and formulate business strategies and policies that align with the needs of the community.

Indicators/Deliverables

- Meets with the BOC regularly.
- Prepares documentation and ensures the governance of the organization is properly informed.
- Provides the BOC with timely information regarding the local, social and economic environment.
- Assists the BOC in establishing necessary policy and decision making to meet community needs.
- Establishes and maintains effective partnerships and communications with EOC's key constituencies to build effective working relationships. Groups include Board of Commissioners, staff, clients, City and County officials, peer agency leaders.
- Collaborates with the Executive Team to develop and implement plans for the effective and efficient delivery of services to achieve the goals of the Agency.
- Collaborates with the Executive Team to develop and implement plans for the operational infrastructure of systems, processes and personnel to achieve the goals of the Agency.
- Approves Agency operational procedures, policies and personnel needs to ensure successful accomplishment of Agency and program objectives.
- Ensures all practices are consistent and compliant with contracts as well as federal, state and local requirements.
- Acts as spokesperson for the Agency with leaders of all city, county, community groups, program heads and agencies.
- Represents the Agency in maintaining relationships with the State and National Community Action associations.

Fresno EOC Job Description

Chief Executive Officer (00249), Executive Office

- Develops innovative approaches and funding sources for new programs in compliance with the Agency's mission, vision and strategic objectives.
- Responsible for developing an organization that understands, values, and supports diversity in its workforce and utilizes that diversity as a path towards greater impacts in the communities the agency serves.

Fiscal: Provides oversight to the Agency for managing the operation within the established budget guidelines.

Indicators/Deliverables:

- Working collaboratively with the CFO, creates annual budget to be presented to the BOC for approval.
- Reviews financial reports generated by the Finance Office to monitor on-going results and ensure they are in alignment with the budget, organizational goals and objectives.
- Reviews financial information as it relates to each program.

Quality Assurance: Reviews the quality of all reports submitted to funding and any other external sources. Ensures that reports to funding sources are submitted on time.

Indicators/Deliverables:

- Meets with community leaders to insure community engagement and satisfaction.
- Institutes and enforces corrective action plans when needed and monitors compliance.
- Measures outcomes and feedback for the Agency and each service of EOC programs.
- Oversees internal control systems for each program.
- Works with outside consultants to monitor compliance within programs and to ensure all applicable regulations are adhered to.

Supervision: Responsible for supervising assigned staff, interns and volunteers; recruitment, performance management and other personnel processes.

Indicators/Deliverables:

- Effectively manages the Agency according to authorized personnel policies and procedures that fully conform to current laws and regulations.
- Motivates and leads a high-performance Executive Team; provides mentoring as a cornerstone to the management career development program.
- Directly supervises members of the Executive Team.
- Evaluates performance of Executive Team for compliance with established policies and objectives of the company, and contributions in attaining objectives.
- Meets with groups to discuss on-going improvements in their areas of responsibility and programs to enhance service delivery and compliance.
- Effectively manages leadership's adherence to long term and short-term vision and organizational goals.

Other:

- Travels for agency business using personal transportation.
- Works evenings and weekends as required.
- Performs other duties as assigned.

QUALIFICATIONS

To execute this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Fresno EOC Job Description

Chief Executive Officer (00249), Executive Office

EDUCATION:

Must possess a Bachelor's Degree or a degree of higher learning from an accredited college or university.

EXPERIENCE:

- Seven years of experience in an Executive level position.
- Seven or more years of non-profit experience, as well as experience in a multi-ethnic, diverse, environment.

LICENSE REQUIREMENTS:

- Maintain a valid California driver's license, reliable transportation. Adequate auto insurance as required by State law, and insurability by agency carrier for those driving agency vehicles.

KNOWLEDGE/ABILITIES:

- Record of commitment to diversity and advocacy on behalf of social justice for families living in dire circumstances; proven experience working successfully to bring people together in a multi-ethnic diverse environment.
- Strong leadership and interpersonal skills, as well as demonstrated skills in budget, staff and program management in a large organization; ability to effectively manage diverse programs and complex funding streams.
- Systems thinker who is goal driven and a strong advocate for systems and policy change. The ideal candidate will collaborate with their Board to lead courageously, champion new initiatives, push for needed changes, anticipate and solve problems, and be a team player.
- The ideal candidate will be familiar with the structure and management of federally funded programs including Head Start, Early Head Start and WIC.
- Highly skilled in negotiations within the organization and with funding sources and outside partners.
- Experience overseeing large, complex fiscal systems or clear understanding of agency's financial complexity.
- Ability to inspire innovation and initiative.
- Ability to clearly define roles and authority while allowing necessary autonomy in decision-making.
- Capability to inspire trust, motivation, commitment and loyalty to purpose.
- Models and maintains high standards of integrity in professional and personal life.
- Must have positive, dynamic human relations skills.
- Demonstrated success in fiscal and organizational management.
- Must be an articulate communicator and problem solver.
- Has the capacity to develop a vision for the future of the Agency.
- Demonstrated history of active involvement in community and civic activities.
- Occasional out of town travel.
- Proficient in Microsoft Office Suite and related business software.
- Effective presentation, written and verbal communication skills.
- Willing to work non-traditional hours and days to meet the needs of this position.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision

Fresno EOC Job Description

Chief Executive Officer (00249), Executive Office

abilities required by this job include close vision, distance vision, color vision, and ability to adjust focus. Adapt to the strains of long distance travel, work long hours when necessary and must accommodate a night and weekend schedule if required.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. Must adapt to a variety of work environments in meeting community responsibility.

Note: *The statements herein are intended to describe the general nature and level of work being performed, but are not to be seen as a complete list of responsibilities, duties, and skills required. Also, they do not establish a contract for employment and are subject to change at the discretion of Fresno EOC.*

Program Approval: _____ Date: _____	ID #: _____	Human Resources: _____ Date: _____	ID #: _____
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EXHIBIT B

SEVERANCE AGREEMENT AND RELEASE

THIS SEVERANCE AGREEMENT AND RELEASE (the "Agreement") is entered into by and between EMILIA REYES ("Employee") and FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION ("Fresno EOC"). Employee and Fresno EOC are sometimes collectively referred to herein as the "Parties" and singularly by their individual names or as a "Party."

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Fresno EOC and Employee hereby agree as follows:

1. **Termination.** The Parties agree to terminate their employment relationship effective _____, 202__ ("Termination Date"). Employee acknowledges that she received all of her final wages, including accrued but unused Annual Leave, through the Effective Date of this Agreement. Employee further acknowledges that the Severance Payment in this Agreement constitutes additional consideration beyond which Employee is entitled to receive.

2. **Severance Payment(s).** As full and final settlement of any claims that Employee may have against Fresno EOC and Fresno EOC's officers, directors, employees, agents and representatives, Fresno EOC will pay Employee severance pay equal to twelve (12) weeks' salary (the "Severance Payment"). The Severance Payment will be payable, in accordance with Fresno EOC's usual payroll cycle, the first installment payment to be made the first payday after the Effective Date of this Agreement. Employee may elect installment payments and designate the number and date of installments by notifying Employee of her election for installment payments. The Severance Payment will be mailed to the last known address for Employee, which is set forth below, unless Employee informs Fresno EOC of a different address for mailing purposes.

3. **Mutual Release.** The Parties release and discharge each other, their agents, employees, officers and board members of and from any claims, or causes of action of any nature and for all liabilities and obligations of every kind and character that either now has, or in the future may have, except claims concerning the knowing or voluntary nature of the Age Discrimination Employment Act waiver contained in Paragraph 4, which are related to Employee's employment or termination of employment with Fresno EOC.

The Parties acknowledge that this release extends to all claims relating to their employment relationship and termination of employment; including, but not limited to, claims for breach of contract; intentional or negligent infliction of emotional distress; breach of an express or implied covenant of good faith and fair dealing; constructive discharge; unlawful discrimination or harassment; and claims arising under the Fair Employment and Housing Act, the Civil Rights Acts of 1866, 1871, 1964, and 1968, the Equal Pay Act, 42 U.S.C. 1982, the Age Discrimination in Employment Act; the Americans With Disabilities Act, the Family and Medical Leave Act, the California Family

Rights Act, the Fair Labor Standards Act, and Chapter 1 of Part 1 of Division 2 of the California Labor Code.

4. **Waiver of Age Discrimination in Employment Act Claims.** The Parties intend that the Employee's release contained in this Agreement shall apply to all claims of any kind against Fresno EOC by Employee. In order to comply with the Older Workers' Benefits Protection Act (29 U.S.C. § 626(f)) and effectuate the release of any potential claims under the federal Age Discrimination in Employment Act, Employee acknowledges and agrees as follows:

4.1 Employee has carefully read and fully understands all of the provisions of this Agreement;

4.2 By entering into this Agreement, Employee is releasing Fresno EOC, and any of its agents, from any and all rights or claims that Employee may have against them, including but not limited to rights or claims that Employee may have under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§ 621 *et seq.*);

4.3 Employee is entering into this Agreement freely, knowingly, and voluntarily, and Employee intends to be legally bound by this Agreement;

4.4 Employee has had up to 21 days to consider whether to agree to the terms and conditions set forth in this Agreement (Employee acknowledges that if he signs this Agreement within the 21-day period, that she does so voluntarily and without any request, coercion, promises, or threat by Fresno EOC);

4.5 Employee has been advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of her choice prior to signing the Agreement; and

4.6 For a seven (7) day period following her execution of this Agreement, Employee may revoke this Agreement by delivering a written revocation to the Chair of the Board of Directors of Fresno EOC, and this Agreement shall not become effective or enforceable until the revocation period has expired.

4.7 Employee understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§ 621, *et seq.*) that may arise after the date this Agreement is executed are not waived.

5. **Waiver of Unknown Claims.** The Parties waive the provisions of Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if

known by him or her, would have materially affected his or her settlement with the debtor or released party.

By entering into this Agreement, the Parties understand that each is waiving all claims, known or unknown, relating to the Employee's employment or termination of employment, or actions or omissions as a director or officer, with Fresno EOC.

6. **No Inducement.** Employee warrants and represents that she has not relied on any inducements, promises, or representations made by any party or its representative, or any other person, except for those expressly set forth in this Agreement.

7. **Proprietary Information.** Employee agrees to promptly return all of Fresno EOC's property, including, but not limited to financial data, books, diaries, calendars, budgets, or other records whether maintained in written documents or on computer discs; keys, credit cards, or other equipment or property of Fresno EOC. Employee acknowledges she has had access to confidential and proprietary information including, but not limited to, financial data, customer lists and methods of operations, which are owned by Fresno EOC and cannot be divulged or disseminated to third-parties, including competing businesses. Return of all such property of Fresno EOC is a condition of receiving any Severance Payment specified for in this Agreement.

8. **Binding Effect.** This Agreement shall bind and inure to the benefit of all successors, assigns, and heirs of the Parties.

9. **Further Assurances.** The Parties further agree to execute such other instruments or documents or take such further action as the other may reasonably request to carry out the intent of this Agreement and any instruments to be delivered in connection herewith, and to assure to each the full benefit of this Agreement and such instruments.

10. **Entire Agreement.** This Agreement states the entire agreement between the Parties and supersedes any prior agreement, negotiation or understanding. Each Party acknowledges and agrees that neither the other Party, nor its agents, have made any promise, representation or warranty, express or implied, not set forth in this Agreement.

11. **Severability.** If any part of this Agreement is found to be invalid or unenforceable, that part shall be deemed surplusage and the remainder of this Agreement shall be enforced in accordance with its terms.

12. **Modification.** This Agreement may not be altered, amended or modified, except by a writing executed by duly authorized representatives of all Parties. Any modification to the terms of this Agreement, whether material or immaterial, will not restart the running of the 21-day consideration period specified in Paragraph 4.4.

13. **Construction.** Should any paragraph, clause or provision of this Agreement be construed to be against public policy or determined by a court of competent jurisdiction to be void, invalid or unenforceable, such construction and decision shall affect only those paragraphs, clauses or provisions so construed or interpreted, and shall in no way affect the remaining paragraphs, clauses or provisions of this Agreement, which shall remain in force.

14. **Governing Law and Venue.** This Agreement and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to its choice of law principles). All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts of Fresno County (or, in the case of exclusive federal jurisdiction, the United States District Court for the Eastern District of California (Fresno)) and both Parties consent to the personal and exclusive jurisdiction and venue of these courts.

15. **Counterparts.** This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

16. **Effective Date.** This Agreement will become effective after the expiration of the revocation period specified in Paragraph 4 above (that is eight (8) days after Employee signs and delivers a copy of this Agreement to Fresno EOC).

“Employee”

EMILIA REYES

Signature: Emilia Reyes

Date: 11 / 08 / 2021

Address: 1920 Mariposa Street
Fresno, CA 93721

“Fresno EOC”

**FRESNO COUNTY ECONOMIC
OPPORTUNITIES COMMISSION**

By: Linda R. Hayes

Title: Board Chair



BOARD OF COMMISSIONERS MEETING

Date: January 18, 2023	Program: N/A
Agenda Item #: 13	Director: N/A
Subject: 2023 CSBG Budget	Officer: Emilia Reyes

Recommended Action

Staff recommends approval of the 2023 CSBG proposed budget for Contract 23F-4010 with the State of California Department of Community Services and Development (CSD). Contact is in the amount of \$1,999,960 for the period January 1, 2023 to May 31, 2024.

Background

The State of California Department of Community Services and Development (CSD) administers Community Services Block Grant (CSBG) funds allocated to states, by formula, by the federal Office of Community Services (OCS). CSBG funds are made available to Community Action Agencies to help alleviate the causes and conditions of poverty in their targeted regions.

With the approval of the agency's 2023 -2026 Strategic Plan with the updated mission and vision, the 2023 CSBG budget has been strategically aligned with our focus areas and strategic goals. The intention is to provide support for the areas that our board and community have expressed the need.

The short-term goals for CSBG this year are to support our programs efforts to stabilize their staffing levels, improve safety in all areas of the agency, and to provide operational support for our programs' day-to-day client services.

The long-term goals for 2023 CSBG are to increase the training of staff to improve performance and client service impact and to support systems put in place that amplify the agency's effort of holistic support and that provide staff with the tools necessary to evaluate effectiveness.

Fiscal Impact

The agency has been awarded \$1,999,960 in CSBG funding. Upon approval, Fresno EOC will be contractually obligated to expend the full amount of this funding.

Conclusion

If approved by the Board our budget will be provided to the CSD for approval. Once approved, Fresno EOC will receive funding for reported expenses.

2023 CSBG Budget

Description	Budget Amount	% of Budget
I. Focus Areas		
a. Health & Wellness	7,600	0.38%
b. Housing Stability	42,399	2.12%
c. Employment Opportunities	481,190	24.06%
d. Food Insecurity	193,196	9.66%
e. Community Safety	241,395	12.07%
f. Educational Achievement	77,598	3.88%
g. Indirect	363,091	18.15%
I. Focus Areas Sub-Total	1,406,469	70.32%
<u>Focus Area Services:</u> Health & Wellness (Adolescent Family Life Program, CA Prep, Community Health Center, Tobacco Education, African American Coalition), Housing Stability (Sanctuary Drop-In Center, Safe Place, Sanctuary Transitional Shelter, Sanctuary Housing), Employment Opportunities (LCC, Summer Internship, VAC, Workforce Connection Young Adults, Training & Employment Services), Food Insecurity (Food Distributions, Food Services Home Delivery, Summer Meals for Kids, WIC), Community Safety (Advance Peace, Central Valley Against Humman Trafficking, Foster Grandparents, Recycling, LGBTQ+ Resource Center), Educational Achievement (School of Unlimited Learning, Youthbuild Charter High School)		
II. Strategic Goals & Objectives		
a. Effective Programs and Services	227,000	11.35%
b. Equity Based Practices	49,800	2.49%
c. Advocacy	102,598	5.13%
d. Holistic Support	56,593	2.83%
e. Community-Directed Programs and Services	50,000	2.50%
f. Indirect	107,500	5.38%
II. Strategic Goals Sub-Total	593,491	29.68%
<u>Strategic Goals:</u> Effective Programs and Services (Hiring and training of staff to support the stablization of programs and administrative structure), Equity Based Practices (Staff intentionally directing services to those most impacted), Advocacy (Impact & Equity staff amplifying the voices of communities most impacted by poverty) Holistic Support (Reaching clients in all areas of need through data and research), Community-Directed Programs and Services (Utilize available funds to meet immediate need)		
Total CSBG Budgeted Amount	1,999,960	100.00%
Total CSBG Awarded Amount	1,999,960	
Net	0	



BOARD OF COMMISSIONERS MEETING

Date: January 18, 2023	Program: Sanctuary and Support Services
Agenda Item #: 14A	Director: Misty Gattie-Blanco
Subject: Project HOPE Bridge Housing Budget	Officer: Michelle L. Tutunjian

Background

The information presented is intended to keep the Board apprised of the Project HOPE Bridge Housing Budget in response to the Board's motion to approve Item 10E3 - Sanctuary and Support Services: Project HOPE Bridge Housing at the December meeting, with the caveat that a detailed budget be submitted to the Board of Commissioners at the January meeting.

As stated previously, this is a fee-for-service agreement that will fund four rooms at \$168/night per room based on occupancy, plus actual operating costs for the facility. The agreement will not exceed \$500,000 over a 24-month period.

Fresno EOC continues to partner with Fresno City College providing housing navigation and case management under a separate contract agreement.

Fresno EOC			
Sanctuary and Support Services	Year 1 Budget	Year 2 Budget	Total Proposed Budget
Project HOPE Bridge Housing			
Personnel	\$ 144,066	\$ 144,066	\$ 288,132
Site Monitors (4 FTE)	\$ 144,066	\$ 144,066	\$ 288,132
Fringe Benefits	\$ 44,182	\$ 45,238	\$ 89,420
State Unemployment	\$ 1,736	\$ 1,736	\$ 3,472
FICA	\$ 11,021	\$ 11,021	\$ 22,042
Health Insurance	\$ 29,664	\$ 30,720	\$ 60,384
Life Insurance	\$ 899	\$ 899	\$ 1,798
Retirement	\$ -	\$ -	\$ -
Workers Compensation Insurance	\$ 862	\$ 862	\$ 1,724
Operational Costs	\$ 26,520	\$ 26,220	\$ 52,740
Utilities	\$ 7,200	\$ 7,200	\$ 14,400
Telephone	\$ 1,800	\$ 1,800	\$ 3,600
Personnel Training and Background Clearance	\$ 600	\$ 300	\$ 900
Facility Costs (maintenance, security, pest control, etc.)	\$ 3,600	\$ 3,600	\$ 7,200
Leased Copier	\$ 1,320	\$ 1,320	\$ 2,640
Office Supplies	\$ 1,200	\$ 1,200	\$ 2,400
Insurance	\$ 1,800	\$ 1,800	\$ 3,600
Minor Facility Improvements	\$ 9,000	\$ 9,000	\$ 18,000
Program Costs and Other	\$ 12,505	\$ 11,750	\$ 24,255
Program Supplies	\$ 2,400	\$ 2,400	\$ 4,800
Household Supplies (i.e. dishes, bedding, small furnishings)	\$ 3,755	\$ 3,000	\$ 6,755
Emergency Meals/Snacks & Groceries for clients.	\$ 1,550	\$ 1,550	\$ 3,100
Client Personal Supplies	\$ 2,400	\$ 2,400	\$ 4,800
Travel Cost	\$ 2,400	\$ 2,400	\$ 4,800
Total Direct Charges	\$ 227,273	\$ 227,274	\$ 454,547
Indirect Cost (10%)	\$ 22,727	\$ 22,727	\$ 45,454
TOTALS	\$ 250,000	\$ 250,000	\$ 500,000



January 18, 2023

CEO REPORT

Background

The information presented below is intended to inform the reader about the Chief Executive Officer, the Agency, and the staff's involvement in serving our community.

FRESNO EOC AGENCY-WIDE EFFORTS

SOUL High School Graduation

Our SOUL High School held graduation on December 14 for 16 graduates. I want to thank Commissioner Jimi Rogers for joining us for the celebration!

Head Start 0 to 5 and SOUL Back to School

We had another successful back to school start following the winter break. Head Start 0 to 5 and SOUL students returned for in-person instruction on January 9.

Executive Staff Update

At the last board meeting, I announced our Chief Financial Officer would leave the agency on December 30, 2022. Recruitment efforts have started to search for a new CFO and we will be moving through the process and interviewing by the end of the month to identify the right person and fill this essential seat on our Executive Team.

Communication and Connections for Staff

As a direct response to the employee engagement survey, we have two technology tools to help staff feel more connected and stay informed on agency news. First, we are continuing to build out our new employee intranet. Second is an agency email address for each employee while providing staff the time to use these tools.

CEO and Board 1:1

We started scheduling CEO one-on-one meetings with each board member. Please be on the lookout for emails or phone calls from our Executive Assistant.

Human Resources Assessment

As you know, our Human Resource Department is undergoing an assessment to discover strengths and weaknesses and determine the needs to assist with operations and compliance. This assessment concluded on January 17, and implementation will begin soon.

Federal Earmark for Local Conservation Corps

In the first week of the new year, we were notified of approval for \$500k from Congressman Costa's Federal earmark for the Local Conservation Corps. This funding will help expand our work in Public Lands by purchasing heavy equipment.

Letters from Community for Sanctuary Youth Shelter

We received letters regarding Sanctuary and Support Services transitioning our Youth Shelter to Youth Bridge Housing. We responded to these letters on 1/12/2023 by publishing on both our website and the Agency's Facebook page.

2023 Board Retreat

Mark your calendars! Be ready to engage and learn during our annual Board Retreat on February 17 and 18.

Agency Bus Tours

Fresno EOC continues to host agency bus tours. We are inviting staff, Board Members, and community partners to take a tour of the agency. The day-long bus ride takes you to different offices and work sites, where you can visit most of our programs to see the work done and hear from staff. Here are our 2023: February 10, April 21, June 9, and September 15. Please contact Karina.Perez@fresnoeoc.org to sign up.

FRESNO EOC COMMUNITY EFFORTS

Free Winter Meals for Kids

Fresno EOC Food Services once again launched its Free Winter Meals for Kids program, providing free meals for children at various locations during the winter break when kids are not in school. Food Services delivered meals to 20 sites in addition to the Food Express Bus locations.

Foster Grandparents

Our Foster Grandparent Program held its annual recognition luncheon on December 20th for volunteers at Pardini's. We celebrated nearly 60 volunteers and presented them with certificates of service, including two seniors who have been Foster Grandparents for 25 years.

Proclamations During Human Trafficking Awareness Month

Sanctuary and Support Services Central Valley Against Human Trafficking project, along with Central Valley partners, kicked off January with several proclamations for Human Trafficking Awareness Month.

Partnering to Help During Extreme Weather

With the extreme weather temperatures, Fresno City Council voted to open up their Community Centers as Warming Centers. Unfortunately, transportation is a barrier for many individuals, and getting the word out may be difficult. To respond to this need, our Transit Systems began spreading the word and transporting community members to the warming centers free of charge. Also, with CSBG funding, we purchased blankets, sleeping bags, gloves, and hand and foot warmers to help those experiencing homelessness. These items will be passed out at our Sanctuary's Warming the Homeless event, through our homeless street outreach, and distributed during the Point In Time count.

Community Partnerships

We are continuing meetings with our community leaders. This month, I met Mayor Jerry Dyer and Supervisor Brian Pacheco to discuss the community's needs and continue building relationships.

Also, this month, I attended Dr. Michele Cantwell Copher's swearing-in for Fresno County Superintendent of Schools and Tyler Maxwell's swearing-in as City Council President.

Last week, I met with Juvenile Justice Judge LeAnne Le Mon to share information on Fresno EOC's services and how we can partner.

To celebrate Martin Luther King, Jr., I attended several events, including the Garlanding Ceremony, the Annual Community Awards Reception, and the MLK Community March.

MEDIA MENTIONS

Partnership in High-Speed Rail Training Center 2022 Graduates

Media Mentions: December 13, 2022 RT&S

Fresno EOC Healthy Meals for Kids During Winter Break

Media Mentions: December 19, 2022 ABC30, yourcentralvalley.com, KMPH

Emilia Reyes, honored at the Mexican Consulate in Fresno

Media Mentions: December 19, 2022 Fresno Bee

\$500k from Federal Earmark to LCC for Public Lands operations.

Media Mentions: December 24, 2022 Sierra Sun Times, AOL



Advance Peace Fresno and partners help reduce violent crime

Media Mentions: December 27, 2022 Fresno Bee

January Declared as 'National Slavery and Human Trafficking Prevention Month'

Media Mentions: January 10, 2023 Clovis Roundup

JOB FAIR: Fresno EOC looking to hire for food services and transit systems

Media Mentions: January 5, 2023 yourcentralvalley.com

SPONSORSHIPS

Hmong Cultural New Year Celebration – Dec. 29 - Jan. 1

The Rev. Dr. Martin Luther King, Jr. Unity Committee, City of Fresno, CA - Annual Community Awards Reception January 13, 2023

Thank You to Our Partners

We continue to identify service gaps by listening to and lifting up unheard voices in our community. When we work together, we elevate the fight against injustice and poverty.