



Tri-County Consortium Meeting

July 1, 2024

2:00pm – 4:00pm

359 Bill France Blvd., Daytona Beach, FL 32114

In-Person

Attendees: Commissioner Feltner, Councilman Johansson, Commissioner O'Brien

Agenda

To facilitate and be the catalyst for workforce development services that are responsive to the employment needs of Brevard, Flagler and Volusia Counties

Call to Order	<i>Commissioner Feltner</i>	<u>Page No.</u>
Roll Call	<i>Holly Paschal</i>	
Introductions		
Action Items:	<i>Commissioner Feltner</i>	
A. Election of Vice-Chair		1
B. Consortium Member Length of term		2
C. CSBFV Board Membership Nominations		3 – 8
D. CareerSource Brevard Flagler Volusia (CSBFV) By-Laws		9 – 23
E. CSBFV Budget PY24-25		24 – 26
F. CSBFV Executive Director’s Contract		27 – 38
G. Process to Hire Legal Council		39
H. Insurance Requirements		40 – 41
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Public Comment (3 min)		
I. Future Meetings		
Consortium Member Comments	<i>All Members</i>	
Adjourn – Commissioner Feltner		

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise CareerSource Brevard at least 48 hours prior to the meeting by contacting Holly Paschal at (321) 394-0507. Persons who are hearing or speech impaired can contact Holly Paschal through the Florida Relay Service by dialing 7-1-1

Upcoming Meetings:

TBD

Action Brief

Election of Vice-Chair

Background

In the Tri-County Interlocal Agreement, Article III Consortium Members Section 3.3, it states that for the first year of the agreement, the Chair shall be from Brevard County and the Vice-Chair shall be chosen from Flagler or Volusia by a simple majority vote. If Consortium members are unable to elect a Vice-Chair, the Vice-Chair shall be elected by a coin toss.

The Chair and Vice-Chair shall serve a one-year term rotating among the counties.

Recommendation

Decide which consortium member shall be Vice Chair for the period of July 1, 2024 – June 30, 2025.

Actions

Approve the recommendation for Vice Chair for the period of July 1, 2024 through June 30, 2025.

Action Brief

Consortium Member Terms

Background

In the Tri-County Interlocal Agreement, Article III, 3.2, it states that members of the Consortium shall serve for fixed and staggered terms of two (2) years with the exception described herein. The initial Consortium appointments shall be staggered between one (1) and two (2) year terms to establish only a portion of the memberships expiring each year.

It is noted that re-appointments are allowed.

Recommendation

Decide which consortium members will serve one and two-year appointments.

Actions

Approve each Consortium Member's term of one or two years.

Action Brief

Local Workforce Development Board (LWDB) Member Nominations – CareerSource Brevard Flagler Volusia (CSBFV)

Background

According to the Tri-County Interlocal Agreement (ILA), Article IV Authorities and Responsibilities of the Consortium 4.2.3, the appointment of the LWDB shall use the criteria set forth in 29 USC 3122 and Section 445.007, Florida Statutes, and applicable bylaws. In accordance with 4.2.4, the initial appointments to the LWDB shall be by unanimous approval of the Consortium. Thereafter, the appointments to the LWDB will be by approval of the majority of the Consortium. Requirement 4.2.1(f) states that all appointments to the LWDB after this initial appointment will follow the recruitment and appointment process identified hereafter in the Interlocal Agreement and the Bylaws.

The make-up of the board should be in line with 4.2.5 which states appointments to the LWDB shall be in proportion to the respective population of each County according to the then-current population estimates. With that in mind, the LWDB board make-up will consist of 28 members, 13 representing Brevard County organizations, 12 representing Volusia County organizations and three representing Flagler County organizations.

In accordance with 4.2.1(b) all initial appointees to the LWDB shall serve fixed and staggered terms of two years with the exception of the initial LWDB appointments who will be staggered between one and two year terms to establish only half of the membership expiring each year.

Recommendation

Approve by unanimous vote each nominee to serve on the CareerSource Brevard Flagler Volusia Board of Directors. The term of the membership is listed next to the nominee's name.

Nominations to fill the 20% Labor Organization/Community Based Organization (CBO) requirements:

Brevard

Sean Beal (Labor Union Seat) – Two Years
International Brotherhood of Electrical Workers (IBEW) Local 2088
Business Manager/Financial Secretary

Action

Approve Sean Beal for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Arthur Hoelke (Labor Management Apprenticeship Program Seat & Business Seat) – 2 Years
Knights Armament Company
General Manager/VP

Action

Approve Art Hoelke for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Amar Patel (CBO – Serving Persons with Disabilities) – One Year
Brevard Achievement Center
President/CEO

Action

Approve Amar Patel for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Flagler

Erica Flores – (CBO - Serving Persons with Disabilities) - 2 Years
Vincent’s Clubhouse
Executive Director

Action

Approve Erica Flores for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Volusia

Elizabeth Albert (Labor Union Seat) – Two Years
Volusia United Educators
President

Action

Approve Elizabeth Albert for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Savannah-Jane Griffin (CBO – Serving Persons with barrier to employment) – Two Years
The Neighborhood Center of West Volusia
Executive Director

Action

Approve Savannah-Jane Griffin for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Nominations to fill Government/Economic/Community Development

Brevard

Lynda Weatherman – (EDO Seat) – Two Years
EDC of Florida’s Space Coast
President/CEO

Action

Approve Lynda Weatherman for CareerSource Brevard Flagler Volusia membership for a period of two years.

Wayne Olson – (Vocational Rehabilitation Seat) – One Year
Department of Education Division of Vocational Rehabilitation

Area Director

Action

Approve Wayne Olson for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Volusia

Lou Paris – (EDO Seat) – Two Years
Volusia County Government
Director of Economic Development

Action

Approve Lou Paris for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Nominations to fill Education and Training

Brevard

Dr. Sandy Handfield – (State College Seat) – Two Years
Eastern Florida State College
Associate Vice President, Academic Affairs

Action

Approve Dr. Sandy Handfield for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Colleen Browne – (Private Education Provider Seat) – One Year
Keiser University
Campus President

Action

Approve Colleen Browne for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Flagler

Renee Kirkland – (School system administering adult education seat) – 2 Years
Flagler Technical College, Flagler County Schools
Director

Action

Approve Renee Kirkland for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Volusia

Amy Locklear – (State College Seat) – Two Years
Daytona State College
Executive Vice President/Provost

Action

Approve Amy Locklear for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Tyler Sirois – (Private Education Provider Seat) – Two Years
Embry-Riddle Aeronautical University
Vice President for External Affairs & Strategic Initiatives

Action

Approve Tyler Sirois for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Nominations to fill Business Seats (51% or more)

Brevard

Mary Jane Brecklin – Healthcare – One Year
HealthFirst
System Vice President, HR

Action

Approve Mary Jane Brecklin for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Nuno Mana -Construction – Two years
Acadian Contractors Inc.
East Coast Regional Manager

Action

Approve Nuno Mana for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Lloyd Gregg – Aerospace – One Year
PTX Engineering Services
VP Workforce Development

Action

Approve Lloyd Gregg for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Michael Menyhart – small business – Manufacturing – One Year
Migrandy Corporation
President

Action

Approve Michael Menyhart for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Cordell Rolle – small business – IT – One year
Rolle IT, LLC
CEO

Action

Approve Cordell Rolle for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Eva Rey– Construction

The Viera Company
Senior Vice President, Community Management & Communications

Action

Approve Eva Rey for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Flagler

Greg Blose – small business - Business/Professional - One Year
Palm Coast – Flagler Regional Chamber of Commerce
President & CEO

Action

Approve Greg Blose for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Volusia

Sara Dougherty – small business – Manufacturing – One Year
Dougherty Manufacturing and Solace Boats
Owner

Action

Approve Sara Dougherty for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

John Guthrie – Healthcare – Two Years
Halifax Health
Vice President of Corporate Communications, Executive Director of Health Communities

Action

Approve John Guthrie for CareerSource Brevard Flagler Volusia Board membership for a period of two years.

Corrine Heck – small business – IT – One Year
Details Flowers, LLC
CEO/Founder

Action

Approve Corrine Heck for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Ken Phelps – small business – Business/Professional – One Year
Daytona Regional Chamber of Commerce
Vice President of Resource Development

Action

Approve Ken Phelps for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Ian Shinnick – Business/Professional – One Year
Brown & Brown Insurance
Senior Vice President

Action

Approve Ian Shinnick for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

John Wanamaker – small business – Construction – One Year
Coldwell Banker Commercial AI Group
Broker/Owner

Action

Approve John Wanamaker for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Jason Parker – Healthcare Manufacturing – One Year
B. Braun Medical, Inc.
GM/VP

Action

Approve Jason Parker for CareerSource Brevard Flagler Volusia Board membership for a period of one year.

Action Brief

Local Workforce Development Board (LWDB) CareerSource Brevard Flagler Volusia (CSBFV) Board Bylaws

Background

In accordance with the Tri-County Interlocal Agreement (ILA) Article III, 4.2, the consortium shall establish the Bylaws of the LWDB to include the appointment process, composition, and roles and responsibilities of the LWDB. The authority to establish, amend or replace the Bylaws lies solely with the Consortium.

Recommendation

Review and approve Attachment 1, Bylaws to be utilized by the CareerSource Brevard Flagler Volusia Board of Directors.

Actions

Approve CareerSource Brevard Flagler Volusia Board of Directors Bylaws.

**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.
D/B/A CAREERSOURCE BREVARD FLAGLER VOLUSIA**

BYLAWS

Adopted and effective as of _____, 2024.

ARTICLE I. DEFINITIONS

- A. “Acts” shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 and Florida Workforce Innovation and Opportunity Act of 2000, Chapter 445, Florida Statutes, collectively;
- B. “Administrative Entity” shall mean and refer to the entity designated to serve as support staff to the Consortium and the LWDB and to perform duties such as, but not limited to, administration of the Local Area Workforce Plan, responsible for the allocation of funds, the delivery of performance measured against program objectives, making programmatic decisions, assuring program compliance, ensuring funds are spent in accordance with applicable laws, and operation/management of LWDB contracts, sub-recipient agreements and the one-stop career center(s);
- C. “Board of Directors” or “Board” shall mean and refer to the group of appointees to the LWDB who jointly serve as the governing body of Corporation;
- D. “Brevard CEO” shall mean and refer to the “chief elected officials” of the Brevard County unit of government for the Local Workforce Development Area, which is the Brevard County Board of County Commissioners;
- E. “Brevard County” shall mean and refer to the Brevard County Government Administration and Staff;
- F. Brevard/Flagler/Volusia Workforce Development Consortium (“Consortium”) shall mean and refer to the group of elected officials appointed by the respective Brevard, Flagler, and Volusia CEOs to act as the chief local elected officials for the designated Region;
- G. “CEO” collectively refers to the chief local elected officials serving on the Consortium for Brevard, Flagler, and Volusia counties;
- H. “Consortium Agreement” shall mean that certain Interlocal Agreement between Brevard County Board of County Commissioners (BCBOCC), Flagler County Board of County Commissioners (FCBOCC), and Volusia County Council (VCC) as approved by the BCBOCC on May 7, 2024, FCBOCC on May 20, 2024, and the VCC on June 4, 2024, as it may be amended from time to time;

- I. "Corporation" or "the Corporation" shall mean and refer to the Brevard Workforce Development Board, Inc. d/b/a/ CareerSource Brevard Flagler Volusia as the Administrative Entity;
- J. "FloridaCommerce" shall mean and refer to the Florida Department of Commerce;
- K. "Fiscal Agent" shall mean and refer to the entity designated to receive and disburse workforce development funds under a sub-agreement directly with FloridaCommerce. It is responsible and accountable for management of all workforce development funds made available to the Local Area. It may also procure, negotiate, and manage contracts;
- L. "Flagler CEO" shall mean and refer to the "chief elected officials" of the Flagler County unit of government for the Local Workforce Development Area, which is the Flagler County Board of County Commissioners;
- M. "Flagler County" shall mean and refer to the Flagler County Government Administration and Staff;
- N. "Florida WIOA" shall mean and refer to the Florida Workforce Innovation and Opportunity Act of 2000, Chapter 445, Florida Statutes;
- O. Local Workforce Development Area ("Local Area") shall mean and refer to a jurisdiction for the administration of workforce development activities and execution of adult, dislocated worker, and youth funds allocated by the State. A jurisdiction must be designated as a Local Area by the Governor in order for the jurisdiction to receive adult, dislocated worker, and youth funding under Title I, subtitle B of WIOA;
- P. Local Workforce Development Board ("LWDB") members shall mean and refer to the appointees by the Consortium who, in partnership with the Consortium, set workforce development policy for the portion of the statewide workforce development system in the Local Workforce Development Area. The LWDB herein describes the LWDB established under the Consortium Agreement defined above;
- Q. "Region" shall mean and refer to the three counties, Brevard, Flagler, and Volusia, served by Corporation;
- R. "Volusia CEO" shall mean and refer to the "chief elected officials" of the Volusia County unit of government for the Local Workforce Development Area, which is the Volusia County Council;
- S. "Volusia County" shall mean and refer to the Volusia County Government Administration and Staff;
- T. "WIOA" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128; and

- U. 4-year Local Area Workforce Plan (“Local Plan”) shall mean and refer to the 4-year action plan which sets forth the strategies for the investment of resources to meet the objectives of the various workforce grants and programs including but not limited to the development, alignment, and integration of service delivery strategies in support of the State’s vision and strategic and operational goals.

ARTICLE II. NAME, SERVICE AREA, OFFICE LOCATION

A. NAME

This organization’s legal name is Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard Flagler Volusia (CSBFV).

B. SERVICE AREA

CSBFV shall serve Brevard County, Flagler County, and Volusia County Florida, also known as Region 27 through the Consortium.

C. OFFICE LOCATION

The official office location and mailing address shall be as determined by Corporation Board of Directors.

ARTICLE III. MISSION

CSBFV shall facilitate and be the catalyst for workforce development activities that are responsive to the employment and training needs of businesses and job seekers.

ARTICLE III. GOVERNING STATUTES

POWERS OF CSBFV

General Powers:

Except as limited by the Articles or these Bylaws, CSBFV will have and exercise all rights and powers in furtherance of its purpose now or hereafter conferred on not-for-profit corporations under the laws of the state of Florida.

Workforce Powers:

CSBFV will have and exercise all rights and powers granted to LWDB under the laws of the state of Florida and workforce investment boards under Public Law No. 105-220, Title I, Section 117(b) United States Code, and all other applicable federal and state workforce laws, regulations and directives. CSBFV shall always exercise its rights and powers in compliance with all state and federal governing statutes and the Consortium Agreement and adopted policies. To the extent that any provision of the Articles or these Bylaws violate such governing statutes and instruments, such provision of all Articles or Bylaws shall be deemed removed from such and CSBFV shall act in accord with the governing statutes and instruments.

Authority:

The CareerSource Florida Administrative Policy #110 - Local Workforce Development Area and Board Governance including all Authorities and Administrative Policies embedded in this Policy and

CareerSource Florida Administrative Policy #091 – Local Workforce Development Composition and Certification including all Authorities and Administrative Policies embedded in this Policy

Purpose and Responsibilities (Functions)

The purpose of the LWDB is to set implementing policy and establish oversight of the local workforce development system. The LWDB has the responsibility to provide strategic and operational oversight, assist in achievement of the State’s strategic and operation vision and goals, and maximizes and continues to improve quality of services, customer satisfaction, and effectiveness of services provided.

ARTICLE IV. BOARD OF DIRECTORS

A. DUTIES

The business and affairs of CSBFV shall be the responsibility of the Board of Directors, herein referred to as the Board.

Responsibilities and Authorities:

The Board shall:

Act in accordance with the Consortium Agreement and adhere to all of its determinations;

Manage and direct the affairs of CSBFV, protect its interest, determine its direction, advance its mission, goals, and strategies, and shall support its programs;

Ensure effective planning and adequate resources, managing resources efficiently;

Recommend to the Consortium a tentatively approved budget through Board action;

Ensure ethical and legal behavior;

Elect CSBFV officers;

Consider and recommend applicants for Executive Director (formerly known as the President) to the Consortium; and

Approve and oversee execution of the strategic plan.

All other duties pursuant to CareerSource Florida’s Administrative Policy #110 and the Consortium Agreement as may be amended, except as lawfully delegated to the Consortium in the Consortium Agreement.

Further the Board may

Exercise emergency powers allowed by law.

B. NOMINATION AND COMPOSITION OF DIRECTORS

Individuals shall be nominated to serve as Directors on the Board in accordance with governing legislation, applicable laws and Consortium and CSBFV procedures. In the event of conflict among different funders, federal funding requirements shall prevail and composition of the Board shall reflect requirements of governing legislation, the Consortium Agreement, and local charter requirements as amended from time to time. Specifically, business representatives shall represent companies with five (5) or more employees and meet all state and federal requirements. The composition of the local board must meet the following criteria:

1. A minimum of 51% business representation
2. No less than 20 percent of the members must be representatives of the workforce within the local area

3. Each local board must include representatives of entities administering education and training activities in the local area,
4. Each local board must include representatives of economic and community development as well as governmental entities that serve the local area.

Documentation supporting the recruitment, vetting and nomination process, including names of nominating organizations and names of all candidates and their qualifications, must be retained for not less than five (5) years. See CareerSource Florida Administrative Policy Number 091 Local Workforce Development Board Composition and Certification.

Elected officials on the Brevard, Flagler, and Volusia CEOs shall not be eligible for appointment to the Board of Directors during their term of office.

C. APPOINTMENT OF DIRECTORS

These Bylaws, the governing statutes and legislation, the Consortium Agreement, and policy direction of the Consortium determine the manner in which Directors are nominated and appointed to the Board. All Board member nominees are appointed by the Consortium.

D. MEMBERSHIP ON OTHER COMMITTEES

The Board Chair (or the Executive Director as directed by the Board Chair) shall appoint Directors of the Board to a committee assignment based on Board need and Director interest. With the exception of the Executive Committee, and in accordance with 20 C.F.R. § 679.360(a), “standing committees must include other individuals appointed by the LWDB who are not members of the LWDB...”. Only Directors can chair committees. Such non-Board members are not required to file State Financial Disclosures. All Directors or their designated appointee are expected to serve on one committee.

E. TERM OF DIRECTORSHIP

Directors of the Board shall serve two (2) year terms with the exception of the initial new Board as terms will be staggered 50/50 with one (1) year and (2) year terms. LWDB members shall serve staggered terms and may not serve for more than eight (8) consecutive years, unless the member is a representative of a government entity. Service in a term of office in a prior workforce board does not count toward the 8-year limitation. All appointments, reappointments, or revocation of appointment of members to the LWDB shall lie solely with the Consortium and pursuant to the terms of the Consortium Agreement, incorporated herein by reference.

F. CONFLICT OF INTEREST

No Director shall cast a vote, or participate in discussion, relating to any procurement or provision of services by that Director or by any organization that the Director represents or is affiliated. Further, no Director shall vote on any matter which would provide financial benefit to that Director, the Director’s employer or members of the Director’s immediate family. If the procurement (contract) is with an organization or individual (or relative of an individual) represented on the Board of directors, the contract must be approved as stated at Section 445.007(11), Fla. Stat., including by a two-thirds vote of the Board when a quorum has been established and the Board

member who could benefit financially from the transaction must abstain from voting on the contract before the vote.

All such procurements must follow this requirement, except for those where the State Workforce Board has allowed other alternatives to be used.

Each Director is subject to the provisions of the governing legislation and policy direction of the CareerSource Brevard Flager Volusia funders.

Unless otherwise stated by the State Workforce Board, all multiple year contracts with a Board member or their organization shall be considered approved for all renewal options as indicated with the initial vote on the contract, excluding any breach or withdrawal from the contract under normal contract terms.

Upon appointment to the Board, each Director shall be required to annually sign a Financial and Organizational Disclosure Statement as required by section 445.007, Fla. Stat. (2023).

G. RESIGNATION

If no longer representing the organization, from which appointed, a Director shall notify the Executive Director and Chair of the Board, in writing. If the Director is representing a new organization that aligns with the prior seat, a nomination may be brought forth to the Consortium for reappointment, and if this does not apply, the Director must resign from the Board. A prospective replacement shall be nominated and approved by the Consortium.

A Director may resign at any time by giving written notice with an effective date to the Executive Director and Chair of the Board. The resigning Director may continue to serve on the Board pending nomination and election of his or her replacement. A prospective replacement shall be nominated and approved by the Consortium. Board vacancies occurring for other reasons follow these same rules.

H. REMOVAL FOR CAUSE

The Board may recommend removal of a Director whenever, in its judgment, the best interest of CSBFV would be served. Recommendation of removal shall be affected by two-thirds (2/3) vote of the Directors attending a called meeting for this purpose. The Board will submit its recommendation to the Consortium for consideration. The authority to revoke the appointment of Directors lies with the Consortium.

It is expected that all Directors will attend all scheduled Board and relevant committee meetings. Unless otherwise required by statute, Directors who fail to attend a majority of regularly scheduled meetings based on the annual program year may be subject to removal from the Board unless extenuating circumstances are found and reported to the Board. At Board meetings, designees of Directors shall not be considered as the Director having been in attendance and cannot exercise a vote.

I. VACANCIES

When vacancies occur on the Board, the Executive Director will notify the Consortium and a replacement shall be nominated and approved by the Consortium.

J. BOARD MEMBER ORIENTATION AND TRAINING

All new Board members, within six months of appointment, will complete a new Board member orientation. In addition, Board members will complete an annual refresher training to remind them of the purpose of their appointment. Training may be offered in-person and/or virtually. Attendance records will be retained and provided to Florida Commerce upon request. New Board members completing the orientation are not required to complete the annual refresher training in the same year they become a new member. See CareerSource Florida Administrative Policy #110 – Local Workforce Development Area Board Governance for minimum training requirements.

ARTICLE V. MEETINGS

A. NUMBER AND INTERVAL

The Board will hold an annual meeting each calendar year followed by quarterly meetings. The Executive Director determines the date, time and place for the meetings.

B. NOTIFICATION OF MEETINGS

The Executive Director notifies all Directors of scheduled meetings by email at least seven (7) days in advance, special meetings 72 hours prior, specifying the date, time, and location of the meeting and its agenda. The Executive Director develops and the Board Chair reviews and approves the agenda of all meetings of the Board. The Board shall assure that CSBFV properly notices all meetings in compliance with Florida Government in the Sunshine Law.

C. SPECIAL MEETINGS

A special meeting may be called by the Chair, Executive Director or any written request of three Directors in compliance with the Florida Government in the Sunshine Law.

D. PROCEDURES

Business will be conducted to the extent feasible in accordance with Robert's Rules of Order, Newly Revised, as long as they are applicable and not inconsistent with these Bylaws.

E. QUORUM

A quorum is required for all Board of Directors Meetings when conducting official business that requires an action. A majority of the number of active Directors in good standing shall constitute a quorum for the transaction of business at the Board of Directors and Executive Committee meetings. Designees of Directors who are in attendance at any Board or Executive Committee meeting shall not be considered in establishing a quorum, nor shall such Designees exercise a vote. Designees of Directors and non-Board members that serve as members of the Finance, Career Center, Industry Workforce Committees and other Ad Hoc Committees, are considered for a Quorum of such committees.

Directors and Committee members are able to participate via teleconference and will count for the quorum and for voting.

F. RECORD KEEPING

A written record of all Board and Committee meeting will be presented to the Chair for approval and retained permanently. Meeting minutes will include Board members who are present/absent, and record official acts of the Board including the number of votes of members (yeas, nays, and abstentions). Abstentions due to conflict of interest will be recorded, including the name of the abstaining member, and the reason for abstention. Meeting minutes will be made available publicly on CSBFV's website within 15 days of Board approval and remain on the website for two years as of date of posting.

ARTICLE VI. OFFICERS OF THE BOARD

A. DESCRIPTION OF BOARD OFFICERS

CareerSource Brevard Flager Volusia Officers are:

Chair
Vice Chair
Treasurer
Past Chair

All officers of the Board shall be elected for a period of one year and can be reappointed to serve for one additional term and may not be nominated to serve in the same office for more than two terms. At the conclusion of the Chair's term, he or she shall serve as immediate Past Chair on the Executive Committee.

B. DUTIES

Duties of the Chair:

The LWDB chair is elected by the members of the LWDB and must be one of the business representatives. The Chair's duties may include but are not limited to:

- a. Presiding at all meetings of the Board and reviewing the agenda for all Board meetings in consultation with the Executive Director;
- b. Making all committee appointments;
- c. Leading the Board to develop a guiding vision that aligns with the state's priorities;
- d. Acting as the lead strategic convener to promote and broker effective relationships between the Consortium and economic development, education, and workforce partners in the local area;
- e. Leading an executive committee to guide the work of the board, and ensure that committees or task forces have necessary leadership and membership to perform the work of the Board;
- f. Leading the agenda setting process for the year and guide meetings to ensure both tactical and strategic work is completed in all meetings
- g. Perform all other duties assigned to the Chair under these Bylaws and Consortium Agreement, and those usually pertaining to the office of the Chair except as otherwise stated herein and in the Consortium Agreement;
- h. Present the Executive Director's annual review to the Consortium.

The chairperson will not be assigned to any Committee other than the leading of the Executive Committee.

Duties of the Vice Chair:

- a. Preside at all meetings of the Board in the absence of the Chair;
- b. Be a member of the Executive Committee;
- c. Assist the Chair, when requested, in the performance of the Chair's duties;
- d. Perform all such other duties usually pertaining to the office of Vice Chair, including acting as the Chair during the absence or disability of the Chair.

Duties of the Treasurer:

- a. Performs the duties incident to the office and other duties as assigned by the Chair and mutually agreed
- b. Serves on the Finance Committee

C. ELECTION OF OFFICERS OF THE BOARD

If a term is ending, at the last regularly scheduled quarterly meeting prior to the end of the fiscal year, the Board shall elect the Chair, the Vice Chair, and the Treasurer from Directors serving from the Business Sector for the next year from a slate of officer candidates presented/recommended by the Executive Committee. Nominations from the floor will be accepted. The Chair conducts the election, counts the votes and announces the results to the Board.

All officers of the Board shall be elected for a period of one year and can be reappointed to serve for one additional term and may not be nominated to serve in the same office for more than two terms. In extenuating circumstances, the Board has the authority, through a majority vote, to modify the term limits of one or more of the officer positions. Officers take office at the first Board meeting following the new fiscal year. If a vacancy occurs, the Executive Committee nominates a Director to fill the vacant seat and the Board votes to approve the individual to fill the remainder of the term, nominations from the floor permitted.

ARTICLE VII. OFFICERS OF CSBFV

A. NUMBER AND DESCRIPTION

The Officers of CSBFV shall be, at a minimum:

- Executive Director
- Secretary

B. DUTIES

The position of Executive Director of CSBFV for the initial new consolidated region shall be decided in the Counties Interlocal Agreement. For the future position of the Executive Director of CSBFV, the Board shall have the power to consider applicants and, from those, recommend an Executive Director or interim executive director for unanimous approval by the Consortium. The Executive Director will be a full-time employee of CSBFV and not a member of the Board of Directors. The Executive Director will be reviewed annually by the Executive Committee and the Executive Director's salary and bonuses will be set by the Executive Committee, subject to the

limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430. The Executive Committee's annual review of the Executive Director will be presented to the Consortium by the Chair of the Board of Directors and, in accordance with the Consortium Agreement, the Consortium shall also conduct regular performance reviews of the Executive Director. Upon unanimous consent, the Consortium shall have the authority to suspend, with or without pay, or remove the Executive Director with or without cause. The Consortium shall provide written notice to the Executive Director of the termination of his or her employment, specifying the date on which employment shall terminate. The Executive Director will be the chief executive officer of CSBFV and will be responsible for the general and active management of the business and affairs of CSBFV, subject to the direction of the Executive Committee, the Board of Directors, and the Consortium, as described herein and in the Consortium Agreement. See CareerSource Florida Administrative Policy #110 – Local Workforce Development Area Board Governance for additional Local Workforce Board Executive Director functions.

In the event the Executive Director of CSBFV is unable to perform his or her duties as assigned by these Bylaws due to absence, illness or other infirmity, the Consortium shall have the authority to designate and appoint an Acting Executive Director to serve in a temporary capacity so long as the Executive Director remains unable or unavailable to perform his or her duties.

The Secretary of CSBFV shall be appointed by the Executive Director with approval of the Executive Committee and shall accurately record all meetings and official proceedings of the Board and serve as custodian of Board records, files, and records of CSBFV. The records of CSBFV shall be maintained at the main corporate offices.

ARTICLE VIII. COMMITTEES

A. STANDING COMMITTEES

The Chair shall appoint members to the Board's committees, according to Board needs and member interest, and as stated herein. With the exception of the Executive Committee, and in accordance with 20 C.F.R. § 679.360(a), "standing committees must include other individuals appointed by the LWDB who are not members of the LWDB. CSBFV will prohibit any LWDB staff from serving as members of a committee or subcommittee.

The standing committees of the Board shall meet quarterly and consist of:

- Executive
- Finance
- Industry Workforce
- Career Center

Additional standing committees will be formed by the Chair of the Board in response to governing legislation and policy direction of Consortium, or the needs of CSBFV.

EXECUTIVE COMMITTEE

The Executive Committee shall consist of the following:

Chair of the Board

Vice Chair of the Board

Treasurer of the Board

Past Chair of the Board

Chair of any standing committee created in response to governing legislation and policy direction of the Consortium, or the needs of CSBFV.

The Executive Committee shall have the authority to exercise those powers of the Board, which may be lawfully delegated, and consistent with these Bylaws and the Consortium Agreement. The Chair of the Board shall preside over the Executive Committee. A majority of the Executive Committee shall constitute a quorum.

The Executive Committee shall have and may exercise all authority of the Board, except for the following prohibitions:

- May not remove existing officers or Board Directors or elect new officers.
- May not adopt, repeal, or amend these Bylaws or Articles of Incorporation.
- May not amend the budget or adopt programs except when time requirements clearly do not permit action by the full Board or the Consortium without unduly restricting needed services to the constituency it serves. Under those circumstances, in the discretion of the Chair, the Executive Committee may approve or amend the budget, adopt programs and approve contractors for competitively bid funds from federal, state and local governments, from foundations, and from sector sources, but in such cases the Executive Committee shall report its actions and recommendations at the next Board meeting for ratification and, if any changes require Consortium approval (e.g., budget amendments), shall report its actions and recommendation at the next Consortium meeting for ratification. If the change entails funding outside of the following federal funding streams, United States Department of Agriculture, United States Department of Labor or the United States Department of Health and Human Services, the Executive Director will be responsible for notifying the Consortium of the changes so that the Consortium may set a separate meeting as it deems necessary.

The Executive Committee shall meet, with reasonable notice, at the call of the Chair, the Executive Director or upon receipt of written request by any three Directors of the Executive Committee.

FINANCE

The Finance Committee will be chaired by the Director appointed by the Chair of the Board of Directors and will consist of members appointed by the Chair of the Board. The Finance Committee shall include at least one staff member from Brevard County, Flagler County, or Volusia County (or from one of the county's office of the clerk of the circuit court), and such staff member should have pertinent and material grant financial management expertise or experience. The Treasurer can chair this committee, but at a minimum must reside as a member on this committee.

The Finance Committee will review and be responsible for the following:

- 1) Ensuring the CSBFV audit selection process meets the required standards of state and federal policy;
- 2) Ensuring understanding of the Audit report and making sure steps are taken to address any findings;
- 3) Review of all monitoring reports;
- 4) Recommend to the Consortium a tentatively approved budget through Board action;
- 4) Review Finance and budget reports;
- 5) Review any updates to financial policies and procedures ;
- 6) Have the authority to direct any recommendations to the Executive Committee.

INDUSTRY WORKFORCE

The Industry Workforce Committee will be chaired by a Director appointed by the Chair of the Board and will consist of members appointed by the Chair of the Board. The Industry Workforce Committee will identify current and future workforce needs of the business community and create solutions to meet their needs.

CAREER CENTER

The Career Center Committee will be chaired by the Director appointed by the Chair of the Board and will consist of members appointed by the Chair of the Board. The Career Center Committee will work to create a Career Center Model that is one of the top choices for career seekers and businesses in Brevard, Flagler, and Volusia counties by offering quality workforce products and services.

B. AD HOC COMMITTEES

The Chair of the Board may appoint ad hoc committees on an as-needed basis. Any such ad hoc committees shall be chaired by a Director appointed by the Chair. Additionally, working groups may be established by the Board as needed to address specific issues. Working groups shall only have such authority as is delegated by the Board.

ARTICLE IX. FINANCE

A. FISCAL YEAR

The fiscal year of CSBFV shall begin on the first (1st) day of July and end on the thirtieth (30th) day of the month of June of the next calendar year.

B. FINANCIAL ACCOUNTS

All financial records and statements shall be prepared in compliance with generally accepted governmental accounting principles, as required by code or law (see, e.g., 2 CFR Part 200) and with funding program guidelines. The financial records shall comply with all contractual or statutory requirements applicable to CSBFV.

C. NEGOTIABLE INSTRUMENTS

The Chair or the Executive Director (or his or her designee(s), in writing) shall sign all checks, drafts, or other orders for the payment of money and authorize initiation of electronic transfers not requiring signature in accordance with written policy adopted by the Board.

D. CONTRACTS

All contracts of CSBFV shall be executed in accordance with written policy adopted by the Board.

E. LOANS

No loan or evidence of indebtedness or promise to pay (other than regular accounts payable, accrued payroll or compensated absences liabilities) shall be contracted on behalf of CSBFV unless authorized by a resolution of the Consortium. Such authority may be general or specific.

ARTICLE X. AGENTS, CONSULTANTS, PROFESSIONAL SERVICES

Persons or firms other than officers of CSBFV may from time to time be engaged or employed to assist CSBFV in carrying out its programs and purposes.

The Consortium shall approve a process to select general counsel for CSBFV. Designation or change of general counsel shall require unanimous approval by the Consortium. General counsel shall not be considered “staff” for the purpose of Article XI.

ARTICLE XI. STAFF

CSBFV may employ staff necessary to carry out the functions and purposes of CSBFV. The Executive Director shall be solely responsible for the selection, hiring, general management, supervision, termination and separation of all staff.

ARTICLE XII. INVESTMENTS

All investment of funds of CSBFV shall be made in conformance with the written investment policy and such policy, and any amendments thereto, shall be approved by the Finance Committee prior to approval by the Board.

ARTICLE XIII. AUDITS

A. AUDITS BY PUBLIC AGENCIES

The Board shall cause to be made available all books and records of CSBFV for examination as required by governing legislation and policy direction of the Consortium.

ARTICLE XIV. INDEMNIFICATION

A. VOLUNTEER PROTECTION ACT

CSBFV shall indemnify the Directors, officers and employees to the extent permitted by the Florida Volunteer Protection Act.

B. INDEMNIFICATION NOT EXCLUSIVE

The foregoing indemnification shall not be deemed exclusive of any other right to which one indemnification may be entitled, both as to action in another capacity while holding such office, and shall inure to the benefit of the heirs, executors and administrators of any such person.

C. INSURANCE AND OTHER INDEMNIFICATION

The Board shall have the power to purchase and maintain such fidelity and bond insurance on such officers, Directors, staff and on behalf of others, to the extent power to do so has been or may be granted by statute and give other indemnification to the extent not prohibited by statute.

D. Brevard County, Flagler County and Volusia County shall have no indemnification obligations under this Article and expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with common law and the limited waiver pursuant to Section 768.28, Florida Statutes; nothing in these Bylaws may be deemed as a waiver of immunity or of the limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature.

ARTICLE XV. AMENDMENT OF BYLAWS

These Bylaws may only be altered, amended or repealed by the Consortium pursuant to the terms of the Consortium Agreement. Recommendations for alterations, amendments, or repeal may be brought by the Board at any meeting of the CSBFV Board after seven (7) days written notice that such action is a stated purpose of the meeting. Alteration, amendment, or repeal recommendation of the Bylaws shall require a majority vote of a quorum of Directors in attendance at the meeting.

ARTICLE XVI. ENACTMENT PROVISION

These Bylaws shall become effective upon approval by a majority vote of the Directors voting therein and final approval of the Consortium.

Nondiscrimination

All actions taken by the Board shall be made without regard to age, sex, race, religion, national origin, political affiliation, marital status, handicap, or other prohibited bases under applicable law.



July 1, 2024

Action Brief

Proposed Budget for Program Year (PY) 2024-2025

Consortium Request

Review and approve the proposed Program Year 2024-2025 Budget.

Background

Preliminary FY 2024-2025 funding figures released from the U.S. Department of Labor and Florida Commerce indicate a decrease of 28% from our current year funding levels. Our Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth programs decreased 4% in FY 2024-2025. Welfare (TANF) and other Florida Commerce formula funded programs decreased 3% from our current year funding levels. The majority of our National Emergency Hurricane Ian, Non-Custodial Parent and other State Grants were utilized in 2023-2024, so our initial pool of funding is reduced by 21%. We are continually applying for new competitive grants and they will be added to the budget as they become available.

To address this projected 28% funding reduction of \$6,040,350, senior staff have cut \$1,978,645 in payroll and operating costs. The one-stop operator's initial budget has been reduced and discontinued grant activities account for \$2,972,795. Finally, our pool of formula funds for customer training and support will decrease \$1,088,910 but still be budgeted over the required rate to ensure we meet CareerSource Florida's Individual Training Account (ITA) spending requirements.

The budget is summarized in the left column of Attachment 2, and the funding categories are described as follows:

- 1) Staff Salaries and Fringe Benefits (\$1,627,798) – The total cost of board staff (represents 55% of current year level).
- 2) Program Operations and Business Services (2,720,507) - The total cost of workforce board operations, grant management, employer and customer outreach, planning and financial services (represents 91% of current year level).
- 3) Infrastructure and Maintenance Related Costs (\$1,429,337) – The total cost of CSB facilities, including rent, telephones, utilities, maintenance and supplies (represents 81% of current year level).
- 4) IT Costs and Network Expenses (\$560,806) – The total cost of technology and telecommunications services, computer hardware and software for the CSB system (represents 88% of current year level).

- 5) Contracted One-Stop Services (\$5,035,854) – The total cost of delivering career center services, including all contracted grant staffing (represents 63% of current year level).
- 6) Customer Training Activities (\$2,977,251) – Funding administered by the CSB Scholarship Unit for direct customer training (represents 35% of current year formula funding and 75% of current grant funding levels).
- 7) Customer Support Services (\$248,759) – Funding administered by the CSB Scholarship Unit for customer support services (represents 75% of current year funding level).
- 8) Indirect Costs (\$1,314,028) – Board administrative services (represents 104% of current year projected costs).

Recommendation

The Executive Director recommends approving the PY 2024-2025 budget at a level of \$15,914,340 based on funding estimates.

Action

Review the Executive Director's recommended Program Year 2024-2025 Budget. The motion should also grant the Executive Director the authority to add or increase budget items as additional funds become available throughout the program year (reference Bylaws Article VIII Executive Committee Prohibitions section).



Annual Budget Proposal

For the Program Year Ending June 30, 2025

Projected Revenue PY 2024 - 2025	Annual Budget	WIOA Adult/DW	WIOA Youth	Welfare Transition	NEG Grants	FAWA/Space Coast Alliance	OTHER GRANTS
23-24 Carryforward - Brevard	3,533,978	430,401	116,103			2,024,938	962,536
23-24 Carryforward - Flagler Volusia	1,065,409		532,016		-	158,532	374,861
24-25 Brevard Base & Supplement Awards	7,526,840	1,265,643	499,103	1,293,200	2,200,000	-	2,268,893
24-25 Flagler Volusia Base & Supplement Awards	4,985,595	1,621,254	709,355	1,302,029		-	1,352,958
Award Total - Available Funds	17,111,822	3,317,298	1,856,577	2,595,229	2,200,000	2,183,470	4,959,248
Less planned Carryover For PY 25-26	(1,197,482)	-	(906,344)	-	-	-	(291,138)
Projected Annual Revenue	15,914,340	3,317,298	950,233	2,595,229	2,200,000	2,183,470	4,668,110

Proposed Annual Budget

Staff Salaries/Fringe Benefits	1,627,798	372,528	61,249	229,271	267,109	123,234	574,407
	-						
Program Operations/Business Services	2,720,507	622,599	102,364	383,177	446,414	205,958	959,995
	-						
Infrastructure/Maintenance Related Costs	1,429,337	327,110	53,781	201,318	234,543	108,209	504,376
	-						
IT Costs/Network Expenses	560,806	128,343	21,101	78,988	92,024	42,456	197,894
	-						
Contracted One-Stop Services	5,035,854	788,014	593,860	1,282,774	182,932	582,779	1,605,494
	-						
Customer Training Activities	2,977,251	829,325	50,000	175,000	700,000	900,000	322,926
	-						
Customer Support Services	248,759	49,759	15,000	75,000	50,000	50,000	9,000
	-						
Administrative Indirect Cost (Budgeted at 9% of Direct)	1,314,028	199,620	52,878	169,701	226,978	170,834	494,017
	-						
TOTAL ANNUAL BUDGET	15,914,340	3,317,298	950,233	2,595,229	2,200,000	2,183,470	4,668,110

Action Brief

Executive Director's Contract

Background

In the Tri-County Interlocal Agreement, Article V, 5.3, it states, "There will be an employment contract between CareerSource Brevard Flagler Volusia and the executive director setting forth the terms and conditions of employment, which contract must be approved by the Consortium.

See Attachment 3 related to a compensation review of the Executive Director's Salary.

See Attachment 4, Employment Contract

Recommendation

Approve Executive Director's employment contract, to be executed between CareerSource Brevard Flagler Volusia and the Executive Director, Marci Murphy.

Actions

Approve Executive Director's Employment Contract to be executed between CareerSource Brevard Flagler Volusia and Marci Murphy.

CareerSource Brevard Flagler Volusia COMPENSATION REVIEW PROJECT



June 19, 2024

This communication serves as recommendation from HR Compensation Consultants, LLC (HRCC) for Marci Murphy, Executive Director of CareerSource Brevard Flagler Volusia (CSBFV), regarding her annual base compensation.

HRCC was hired in March of 2024 to create a new Job and Pay Framework for the organization. This framework is designed to support the consolidation of CareerSource Flagler Volusia and CareerSource Brevard, as well as to aid in the recruitment and retention of essential talent.

Over the past two months, HRCC has reviewed employee data and job descriptions and consulted with leaders and key staff from both organizations. This has helped HRCC to understand both the current and desired future states regarding jobs, job titles and organizational structure.

HRCC's focus has been on understanding how each job supports the mission, vision and services of both CareerSource Flagler Volusia and CareerSource Brevard, and the combined organization. Using this information, HRCC classified jobs into roles and levels following HRCC's classification methodology.

HRCC also analyzed the labor market using published market data and collected pay data from similarly sized and situated CareerSource Boards, along with other organizations within the tri-county area.

HRCC's recommendations include a Job Framework intended to provide an internal standard for evaluating all jobs now and in the future, as well as a Pay Framework that enables CSBFV to recruit and retain key talent and administer pay consistently and fairly.

As we consider the CEO's position within the job and pay framework, we recommend a **27%** adjustment from the current base salary of **\$133,848 to \$170,000** based on the following:

Market: Table A lists market data sources and observed market range of salaries from those sources. The Executive Director's pay is currently not competitively positioned and is near the lowest observed salary among similarly sized and situated CareerSource Boards (\$129,220). HRCC's salary recommendation of \$170,000 will competitively place the Executive Director within the marketplace. In addition, the Executive Director's proposed grade midpoint \$183,300 is competitively positioned half-way between the Average Market Minimum and Midpoint (see Table B).

Pay Compression: Pay Compression occurs when there is a narrow difference in pay between employees regardless of skills, experience, or job responsibilities. The Executive Director's current salary of \$133,848 is significantly compressed versus her direct reports, e.g. the Chief Financial Officer, Yvonne Kobrin (\$130,000) and James Watson, Chief Operation Officer, who will receive an increase to \$122,500. An adjustment to \$170,000 would reasonably remedy this pay compression in relation to the Executive Director's significant responsibilities at the helm of CSBFV.

Increased scope of accountability: The 27% adjustment is a reasonable adjustment to reflect the significant increase in accountability, as the Executive Director assumes the Flagler Volusia operations.

Table A: Executive Director Market Pay Observations

Market Data Sources	Market Range		
CareerSource Central Florida	Highest Data Point	\$	275,100
CareerSource Citrus Levy Marion	Average Market Maximum	\$	265,945
CareerSource Palm Beach County	Average Market Midpoint	\$	209,553
CareerSource Northeast Florida	Average Market Minimum	\$	157,110
CareerSource Research Coast	Lowest Data Point	\$	129,220
Published data for small non-profits	Current Pay for CSBFV CEO	\$	133,848

Table B: Executive Director Pay Range Recommendation

"Grade 13"			
<u>Market Position</u>	<u>Average</u>	<u>Note</u>	
Pay Range Maximum	\$ 219,900		
Pay Range Midpoint	\$ 183,300	Average between Market Minimum & Midpoint	
Pay Range Minimum	\$ 146,600		

Executive Director Employment Contract

This Employment Contract ("Contract") is made effective as of the later of July 1, 2024 or the date in which the Consortium approves this contract (the "Effective Date"), by and between CareerSource Brevard Flagler Volusia ("**CSBFV**") of 297 Barnes Blvd, Rockledge, Florida, 32955 and Marci Murphy ("**Employee**"), of 4266 Montreaux Avenue, Melbourne, Florida 32934.

- A. CSBFV is engaged in the business of providing workforce services to businesses and job seekers for Brevard, Flagler, and Volusia Counties, FL. The Employee will primarily perform the job duties at the following location: 297 Barnes Blvd, Rockledge, Florida. Employee reports to the Board of Directors ("**Board**") and will assist the Board in developing and implementing CSBFV's ongoing business strategy and objectives. Employee shall have such duties, authority and responsibilities that are commensurate with being the CSBFV's most senior executive officer, including, but not limited to, being responsible for the general management and operation of CSBFV, and such additional powers and duties as are prescribed from time to time by the Board.
- B. CSBFV desires to have the services of Employee.
- C. Employee is willing to be employed by CSBFV.
- D. Brevard/Flagler/Volusia Workforce Development Consortium ("**Consortium**") shall mean and refer to the group of elected officials appointed by the respective Brevard, Flagler, Volusia CEOs to act as the chief local elected officials for the designated Region.

Therefore, the parties agree as follows:

1. **EMPLOYMENT.** CSBFV shall employ Employee as CSBFV Executive Director. As such, Employee shall serve as CSBFV's Chief Executive Officer, reporting directly to CSBFV's Board of Directors. Employee shall perform all functions and duties from time to time assigned to her by CSBFV's Board, including, but not limited to the services described on the attached **Exhibit A**, which is made a part of this Contract by this reference. Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of the CSBFV Board of Directors, specifically the CSBFV Board Chair. Employee shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to Employee from time to time by CSBFV. Employee agrees to follow and abide by all of CSBFV's personnel policies and rules of conduct, the terms of which are incorporated herein by reference as terms of this Contract.
2. **BEST EFFORTS OF EMPLOYEE.** Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of CSBFV all things considered. Such duties shall be

provided at such place(s) as the needs, business, or opportunities of CSBFV may require from time to time. The Employee is prohibited to search for other employment while using CSBFV equipment or during working hours.

3. **OWNERSHIP OF SOCIAL MEDIA CONTACTS.** Any social media contacts, including “followers” or “friends,” that are acquired through accounts (including, but not limited to CSBFV email addresses, blogs, (formerly Twitter), Facebook, You Tube, or other social media networks) used or created on behalf of CareerSource Brevard Flagler Volusia are the property of CareerSource Brevard Flagler Volusia.
4. **COMPENSATION OF EMPLOYEE.**

As compensation for services to be rendered by Employee to CSBFV, beginning July 1, 2024, the Employee shall be paid an annual base salary of \$170,000 with an annual increase as determined by the CSBFV Executive Committee in August of each year. The Employee will be responsible for the tax impact of the compensation provided under this Contract, subject to the CSBFV’s obligations to make social security contributions and other legally required contributions, benefits payments, withholding and deductions.

This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or the definite term of employment.

5. **INCENTIVE COMPENSATION.** Employee is eligible for incentive compensation. The incentive compensation fund is a percentage of the Employee’s annual Base Salary at the beginning of the fiscal year. Actual payment of the incentive compensation is based upon attainment of pre-determined goals mutually established by the CSBFV Executive Committee and the Employee. The target incentive amount is 10%. Each goal is weighted and contains a Threshold Objective (75%), a Target Objective (100%) and a Superior Objective (125%). A Threshold Objective for a goal must be met in order to receive any kind of incentive compensation for that goal. See Table 1 for the incentive formula application example. The payment of the incentive compensation will occur in the first pay period following approval by the CSBFV Executive Committee. CSBFV reserves the right to modify, amend or discontinue the Incentive Compensation at any time, and as mutually agreed to, upon thirty (30) days written notice to the Employee specifying the effective date of the modification, amendment or discontinuance, and tendered in accordance with Paragraph 21 – NOTICES.

Table 1 (Example)

	Goal 1 {25%}	Goal 2 {20%}	Goal 3 {15%}	Goal 4 {20%}	Goal 5 {20%}	Total
Threshold 75%	X		X			
Target 100%		X				
Superior 150%				X	X	
Factor	.75X25=18.75	1X20=20	.75X15=11.25	1.25X20=25	1.25X20=25	100%
Total Score = 100% of 10% =10%						
Incentive =Salary X {.10} = Incentive Dollars						

6. **EXPENSE REIMBURSEMENT.** Employee shall submit to the CSBFV any requests for reimbursement of business expenses, with supporting vouchers or expense statements that satisfactorily and reasonably evidence such expenses, which CSBFV shall consider for reimbursement in accordance with CSBFV's policies.

7. **RECOMMENDATIONS FOR IMPROVING OPERATIONS.** Employee shall provide CSBFV with all information, suggestions, and recommendations regarding CSBFV's business, of which Employee has knowledge, which will be of benefit to CSBFV.

8. **MANAGEMENT.** It is in the best interests of both CSBFV and the Employee to provide for the Employee's exclusive authority over engaging, advancing, compensating, assigning, and terminating all other employees so long as budget and legal restraints are observed.

9. **BENEFITS.** Employee shall be entitled to employment benefits as indicated:
 - a) Holidays, health insurance, life insurance, disability insurance, and wellness program in accordance with CSBFV's policies;
 - b) Paid Time Off at an accrual rate in accordance with CSBFV policy;
 - c) Paid Time Off maximum carry over is set at 160 hours annually;
 - d) Tuition Reimbursement in accordance with PER 07-01 Continuing Education for Executive Director Policy;
 - e) Retirement contribution to 403 (b) in accordance with benefits available to all other CSBFV employees;
 - f) Executive Coaching Services as determined necessary by the Employee for up to 60 hours annually; and
 - g) Computer hardware, software and IT support for home office to enable telecommuting as determined necessary by Employee. Computer will be upgraded every three years, unless it becomes unusable before

this time, and not considered a tagged asset. All IT work will be conducted by CSBFV IT employees.

10. **CONFLICTS OF INTEREST.** No volunteer who is, or might become, a candidate for the Executive Director position may participate in negotiating the Employee contract, setting the Employee's compensation, establishing goals, appraising the Employee's performance, or otherwise affecting termination without cause.

11. **TERM.** Subject to the provisions for termination as hereinafter provided, the term of this Contract shall be for a period of two (2) years, commencing on the Effective Date stated herein unless otherwise terminated in accordance with the Terms and Conditions set forth in this Contract, the Interlocal Agreement, and the CSBFV Bylaws. The Term may be extended on an annual basis thereafter upon the mutual consent of CSBFV and Employee. In the event CSBFV does not exercise the option to extend the Contract term, this action shall be deemed a Termination of Contract by CSBFV Without Cause and the decision shall be rendered in accordance with the Terms and Conditions set forth in the Contract.

12. TERMINATION OF CONTRACT BY CSBFV FOR CAUSE.

- a) In addition to any right of termination, rescission or action for breach that CSBFV has in law or equity, CSBFV shall have the right to terminate this Contract immediately upon the occurrence of any of the following events, which shall be considered "for cause" for termination:
 - i. Death of Employee or Employee's inability, for any reason, to perform his duties on a full-time basis for thirty (30) days in any consecutive six (6) month period, after the exhaustion of accrued Paid Time Off leave;
 - ii. Employee's conviction, guilty plea, or no contest plea;
 - iii. Employee's dependency on alcohol and/or drugs, as determined within the reasonable discretion of the CSBFV;
 - iv. Failure of the Employee to begin performing the services and other obligations under this Contract on the Commencement Date;
 - v. Any breach of the obligations and duties of Employee under this Contract, and in accordance with CSBFV policies including any deficiency in performance determined within the reasonable discretion of the CSBFV, or any breach of Employee's fiduciary duties to CSBFV;
 - vi. Upon unanimous consent of the Consortium with written notice to the Employee.
- b) A termination for cause notice shall be tendered in accordance with Paragraph 21 – NOTICES, and specify the date of termination.

- c) Upon any termination of this Contract by CSBFV for cause, Employee shall be entitled to receive the compensation and benefits described in Paragraph 4 then accrued, but unpaid, as of the date of termination. No other compensation, such as unused PTO, will be paid to the Employee following the date of a termination for cause.
- d) Unless otherwise specifically stated in this Contract, as of the effective date of a termination for cause, all obligations under this Contract shall cease, save and except the provisions of Paragraphs 15, 17 and 18, which shall survive Employee's termination.

13. TERMINATION OF CONTRACT BY CSBFV WITHOUT CAUSE. CSBFV or by unanimous consent of the Consortium, may terminate this Contract at any time without cause upon written notice of ninety (90) days.

- a) The termination notice shall be tendered in accordance with Paragraph 21 – NOTICES, and specify the date of termination, which shall be at least ninety (90) days from the date of delivery.
- b) Upon any expiration or termination of this Contract by CSBFV without cause, Employee shall be entitled to receive the compensation and benefits, including Paid Time Off, described in Paragraph 4 then accrued, but unpaid, as of the date of termination.
- c) In the event of expiration or termination of this Contract by CSBFV without cause, the CSBFV shall pay to the Employee, as severance pay, an amount equivalent to twenty (20) weeks of the Employee's then current annual Base Salary. Such severance payments may be paid in the same manner and at the same time that Base Salary would have been paid had this Contract continued. To the extent permitted under applicable law and terms of such policies, the CSBFV also agrees to continue to provide such employee benefits listed in subparagraphs 9(a) through 9(e) to Employee, to the same extent that such benefits continue to be made available to active employees and staff members of the CSBFV, throughout such time as the Employee is receiving severance payments under this provision of this Contract, or until such time as the Employee is eligible to participate in a subsequent employer's substantially equivalent benefits program, whichever is sooner. The terms and provisions of any CSBFV-sponsored employee benefit program shall control.
- d) Unless otherwise specifically stated in this Contract, as of the effective date of an extermination or termination without cause, all obligations under this Contract shall cease, save and except the provisions of Paragraphs 15, 17 and 18, which shall survive Employee's termination.

14. TERMINATION OF CONTRACT BY RESIGNATION OF EMPLOYEE.

- a) Employee may terminate this Contract upon ninety (90) days written notice of resignation to CSBFV.
- b) The resignation notice shall be submitted in accordance with Paragraph 21 – NOTICES and specify the date of resignation, which shall be at least sixty (60) days from the date of delivery.
- c) Employee shall continue to carry out all of his duties and responsibilities required hereunder, and receive all compensation and benefits described in Paragraph 4, until the date of resignation. As of the date of resignation, Employee shall be entitled to receive the compensation and benefits described in Paragraph 4 then accrued, but unpaid.
- d) Unless otherwise specifically stated in this Contract, as of the effective date of a resignation, all obligations under this Contract shall cease, save and except the provisions of Paragraphs 15, 17 and 18, which shall survive Employee's resignation.

15. **OBLIGATIONS SUBSEQUENT TO TERMINATION.** Upon the expiration or termination of this Contract, Employee shall perform the following obligations:

- a) Employee shall reasonably cooperate with CSBFV in all matters relating to the completion of Employee's pending work on behalf of CSBFV and the orderly transfer of such work to other employees of the Corporation.
- b) Employee shall, upon reasonable notice and without further payment or consideration from CSBFV, furnish such information and proper assistance of CSBFV as may be reasonably required by CSBFV in connection with any litigation involving the acts or omissions of Employee under this Contract in which CSBFV is, or may become, a party, at any time, following expiration or termination of this Contract.
- c) Employee shall not make independent announcement of the expiration or termination of this Contract except as agreed by the CSBFV Board Chair. The CSBFV Board Chair may cause all persons and others interested in the business of CSBFV to be notified of the dissociation of Employee with CSBFV.
- d) Any compensation benefits due or payable to Employee under this Contract subsequent to the expiration or termination of this Contract, shall be subject to Employee's compliance with the provisions of this Contract.
- e) If subsequent to the expiration or termination of this Contract, CSBFV receives any correspondence addressed to Employee which CSBFV reasonably believes in good faith relates to any aspect of services rendered by Employee while employed by CSBFV, Employee authorizes CSBFV to inspect such correspondence to determine its contents and to retain the original of such correspondence if it relates to such services, and send a copy to Employee, or, if it is unrelated to such services, CSBFV shall forward the original to Employee. Upon expiration or termination of this Contract, Employee shall not deliver a notice of change of business address to the United States Postal Service or to any third party without advance notice to CSBFV.

16. **COMPLIANCE WITH EMPLOYER'S RULES.** Employee agrees to comply with all of the policies, rules and regulations of CSBFV.
17. **CONFIDENTIALITY.** The Employee hereby acknowledges that, as an employee of the CSBFV, she will be making use of, acquiring and adding to Confidential Information (as defined below) of a special and unique nature and value relating to the CSBFV and its strategic plan and financial operations. The Employee further recognizes and acknowledges that all Confidential Information that by law is not subject to public disclosure under Article 1, Section 24 of the Florida Constitution and section 119.07, F.S. pursuant to Florida Statutes: 443.171; 443.1715; 445.010(2); 414.295; and in accordance with 29 CFR Part 71; 20 CFR 617.57 (b); and 45 CFR 205.50 is the exclusive property of CSBFV, is material and confidential, and is critical to the successful conduct of the business of the CSBFV.
18. Accordingly, the Employee hereby covenants and agrees that she will use Confidential Information for the benefit of the CSBFV only and shall not at any time, directly or indirectly during the Period of Employment, or thereafter, divulge, reveal or communicate any Confidential Information to any person, firm, corporation, or entity whatsoever, or use any Confidential Information for her own benefit or for the benefit of others without consent of the Board. "Confidential Information" means any confidential, proprietary or trade secret information, whether or not marked or otherwise designated as confidential, whether in document, electronic or some other form, and includes, without limitation, information that is not publicly known regarding the CSBFV's finances, legal matters, business and marketing plans, proposals, projections, forecasts, employees and compensation, research plans and market studies.
- a) The parties recognize that the foregoing provisions concerning confidentiality are reasonable and necessary for the protection of legitimate interests of the CSBFV and that the CSBFV will be irreparably harmed if these provisions are not specifically enforced. Accordingly, the foregoing provision may be enforced by the CSBFV as an independent covenant by means of a temporary, preliminary or permanent injunction, without prejudice to such damage rights as may exist, and Employee and CSBFV specifically waive the necessity that any bond be posted to obtain such relief. The failure of CSBFV to insist in any one or more instances upon performance of the foregoing provision regarding confidentiality shall in no way be construed as a waiver of any such provisions or affect the CSBFV's right to enforce such covenant.
19. **Mandatory Arbitration Contract.** Employee and CSBFV agree that any claim, dispute or controversy between them, including any claim, dispute or controversy between the employees or assigns of the other, including any disputes regarding the scope and enforceability of this provision and the validity of the entire Contract, shall be resolved exclusively by binding arbitration by the American Arbitration Association under its Nation Rules for the Resolution of Employment Disputes. The Parties understand that they would have had a right or opportunity to litigate disputes in court and have a judge or jury decide their case, but instead, they have chosen to have any such disputes decided through arbitration, and agree that neither party shall initiate any lawsuit against the other, except to confirm an arbitration

award. Damages for breach of this provision shall include all costs and fees incurred to obtain an order staying any civil action and compelling arbitration, which shall be part of any subsequent arbitration award.

- a) Claims subject to arbitration include (i) claims for discrimination (including, but limited to, age, disability, marital status, medical condition, national origin, race, retaliation, sex, sexual harassment or sexual orientation); (ii) claims for breach of any contract or covenant (express or implied); (iii) claims for violation of any federal, state or other governmental law, statute, regulation or ordinance; and (iv) tort claims (including, but not limited to, negligent or intentional injury, defamation and termination of employment in violation of public policy).
- b) The following claims are not subject to arbitration, (i) claims by Employee for workers' compensation or unemployment insurance (an exclusive government created remedy exists for these claims); and (ii) claims by either party for emergency injunctive relief (requiring a court's rapid injunctive power).
- c) The arbitrator shall have the authority to award all relief otherwise available in a court of law, including permanent injunctive relief.
- d) Any award entered by the arbitrator, including injunctive relief, shall be final and binding, and judgment may be entered thereon by any party in any court of competent jurisdiction.
- e) Each party shall pay for its own fees and expenses of arbitration, unless otherwise ordered by the arbitrator.

20. **RETURN OF PROPERTY.** Upon termination of this Contract, Employee shall deliver to CSBFV all property which is CSBFV's property or related to CSBFV's business that is in Employee's possession or under Employee's control.

21. **NOTICES.** Whenever any party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, or request with respect to this Agreement, each such communication shall be in writing and shall be personally delivered, delivered by overnight courier, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Employer:

CareerSource Brevard Flagler Volusia
 Chairman of the Board
 297 Barnes Blvd.
 Rockledge, Florida 32955

Employee:

Marci Murphy
 4266 Montreaux Avenue
 Melbourne, Florida 32934

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

- 22. **ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
- 23. **AMENDMENT.** This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.
- 24. **SEVERABILITY.** If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 25. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 26. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Florida.

AGREED TO AND ACCEPTED.

EMPLOYER:
CareerSource Brevard Flagler Volusia

EMPLOYEE:
Marci Murphy, Executive Director

Chair of the Board

Signature

Signature

Date: _____

Date: _____

Action Brief

Process to Hire Legal Council

Background

In the Tri-County Interlocal Agreement, Article IV, 4.6, it states, “The Consortium shall approve a process for the LWDB to select general counsel for the new entity. Designation or change of general counsel shall require unanimous approval by the Consortium.”

In 2024, CareerSource Brevard (CSB) hired legal counsel to support the consolidation of the two workforce regions. CSB followed its procurement policy (FIN 95-01) to procure the agency, specifically referencing Section II Competitive Procurement (2) and (3). CSB received three written quotes.

(2) *Purchases between \$ 10,000 and less than \$25,000* - three quotes, either verbal or written, which will be documented and attached to a purchase requisition or included in the procurement file as appropriate, along with the use of a contract, agreement or purchase order.

(3) *Purchases between \$25,000 and less than \$250,000* - three written quotes, which will be documented and attached to a purchase requisition or included in the procurement file as appropriate, along with the use of a contract, agreement or purchase order.

CSB selected Lisa Bollinger of Widerman Malek Attorneys At Law. Over the past few months, she has assisted with the Tri-County Interlocal Agreement, CareerSource Brevard Flagler Volusia (CSBFV) Bylaws, Executive Director’s Employment Contract, CareerSource Flagler Volusia (CSFV) Dissolution document and other items that have transpired.

Recommendation

The Executive Director would like to select Widerman Malek Attorneys At Law as general counsel for CareerSource Brevard Flagler Volusia. Any changes to legal counsel will go through CSBFV’s procurement process and be brought before the Consortium for unanimous approval.

Actions

Approve Widerman Malek Attorneys At Law as general Counsel for CareerSource Brevard Flagler Volusia

Actions

Approve the usage of CareerSource Brevard Flagler Volusia’s procurement process to select general counsel.

Action Brief

Insurance Requirements

Background

In the Tri-County Interlocal Agreement, Article IX 9.2, it states “The Consortium shall establish minimum insurance requirements for CareerSource Brevard Flagler Volusia, and CareerSource Brevard Flagler Volusia shall be required to purchase and maintain at its own expense the types and amounts of insurance determined by the Consortium, with limits no less than those determined by the Consortium, and in the form and from companies satisfactory to the Consortium. The Consortium may also establish specific terms and conditions for insurance coverage or policies, and CareerSource Brevard Flagler Volusia shall be required to ensure that its insurance policies comply with same. The Consortium may revise insurance requirements for CareerSource Brevard Flagler Volusia from time to time, but not more than annually.”

Policies were signed between Bowen, Miclette & Britt of Florida, LLC for the period of June 1, 2024 to June 1, 2025 to cover CareerSource Brevard Flagler Volusia.

Below is the premium summary.

		ACCEPT	REJECT	
Workers' Compensation & Employers Liability	\$ 4,112.00			
General Liability	\$ 19,871.07			
Business Automobile	\$ 6,418.14			
Umbrella	\$ 4,585.71			
Commercial Property	\$ 51,330.90			
Directors & Officers	\$ 7,718.42			
Cyber	\$ 3,879.75			
TOTAL ESTIMATED ANNUAL PREMIUM	\$ 97,915.99			

See [Attachment 5A & 5B](#) for the policies.

Recommendation

CSBFV recommends continuation of these Insurances with any modifications determined

by the Consortium, to go into effect June 1, 2025.

Actions

Approve the Insurance Policies between Bowen, Milette & Britt of Florida, LLC for CareerSource Brevard Flagler Volusia for the period of June 1, 2024 to June 1, 2025 with modifications determined by the Consortium to be implemented on June 1, 2025.



July 1, 2024

Action Brief

Future Meetings

Background

In the Tri-County Interlocal Agreement, Article IV Consortium Members Section 4.7, it states. "The Consortium shall meet from time-to-time as it deems necessary and appropriate, but not less than twice per year, to conduct business as may be necessary."

These meetings will be in-person.

Recommendation

The Executive Director recommends the following meeting location:

CareerSource Brevard Flagler Volusia, Daytona Beach Administrative Location
359 Bill France Blvd.
Daytona Beach, FL 32114

The Executive Director recommends four meetings due to the nature of Florida's workforce system, and in-line with CareerSource Brevard Flagler Volusia Board of Directors meetings.

August
November
February
May

Actions

Approve the recommendation for the future meeting location, frequency, and meeting months.