



## BOARD REGULAR MEETING MINUTES

June 28, 2018

CareerSource Research Coast  
584 University Blvd., Port St. Lucie, FL

<b>Present:</b>	Brandon Tucker Michelle Akins Sandy Akre Barbara Clowdus Rhiannon Forker Linda Halpin	Miranda Hawker Shonda Hunter William Laughlin Karlette Peck Julie Zobec
<b>Excused:</b>	Pat McCoy Steven Newman Richard Reilly Donna Rivett	Ann Rodriguez Natalie Sanders Joy Yates
<b>Staff:</b>	Migdalia Rosado	Loretta Toth
<b>Others:</b>	Brooke Flood Ryleigh Flood	Marsha Powers Kevin Powers

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### I. CALL TO ORDER

The meeting was called to order by Chair, Brandon Tucker, at 1:32 p.m. Roll call was taken and a quorum was present.

### II. ANNOUNCEMENTS AND ADDITIONS/DELETIONS TO AGENDA - None

### III. ADOPTION OF AGENDA

**Motion** to adopt the agenda was made by Barbara Clowdus, seconded by Karlette Peck and passed unanimously.

### IV. CONSENT AGENDA

- A. Board Regular Meeting Minutes – May 24, 2018
- B. Crisis Communication Plan
- C. Coalition Anti-Fraud Plan
- D. Plan Amendment II – Implementation, H. – Provider Payment Rates – Okeechobee
- E. Committee Appointments
- F. Submission of United Way Okeechobee Funding Application

**Motion** to adopt the consent agenda was made by Barbara Clowdus, seconded by Shonda Hunter. Ms. Hawker questioned whether Items B and C would be available for review by the new CEO. Ms. Rosado explained that Item C is a requirement of OEL which is due by June 30<sup>th</sup>. Changes will be required once the new CEO is in office. Item B is a requirement of CSCMC, is their template, and is required by June 30<sup>th</sup>. Item B can also be changed moving forward. Motion passed unanimously.

Michelle Akins arrived at 1:37 p.m.

**V. INTERIM CEO's REPORT**

Ms. Rosado announced that today is her last board meeting and it has been her pleasure serving ELCIRMO for 12 years. Ms. Rosado further noted that she has agreed to stay and transition through July 20<sup>th</sup>.

ELCIRMO continues to enroll in Martin County. Enrollments for Okeechobee and Indian River have been suspended pending review of the number of children being served. EFS Modernization 3.0 will start July 2nd, with migration of the old/new systems taking place this weekend.

Ms. Peck questioned the online enrollment process. Ms. Rosado explained that all enrollments are required to be done through the online Family Portal. Kiosks are available in all offices and staff is available to assist parents in the process.

**VI. NEW BUSINESS**

**A. Action Item 2017-18.12 – Retroactive Pay**

Mr. Tucker explained the retroactive pay is a recommendation of the Executive Committee to compensate two staff members who have been performing dual roles. Due to the merger discussions, the vacant positions were never filled. Ms. Hawker indicated that the increases received by the individuals should be sufficient, and expressed a concern about setting a precedent, but Mr. Tucker felt the individuals were not adequately compensated.

*Motion was made by Miranda Hawker to reject the retroactive pay. Motion was seconded by Sandy Akre. By a vote of 2 yeas (Ms. Hawker and Ms. Akre), 7 nays, and 2 abstentions (Ms. Forker and Ms. Zobec), motion failed.*

The members further discussed the inequities in salaries between what the individuals received versus their counterpart and the length of time they performed the dual roles. An alternative compensation amount was recommended for ID #102.

*Motion was made by Barbara Clowdus to recommend retroactive pay for ID #102 in the amount of \$16,800 and for ID #70 in the amount of \$6,425.66. Motion was seconded by Brandon Tucker. By a vote of 9 yeas and 2 nays (Ms. Hawker and Ms. Akre), motion passed.*

*Motion was made by Brandon Tucker that ID #102 should be paid at the new rate based on the retro pay scale for the remainder of employment, not to exceed 30 days. Motion was seconded by Barbara Clowdus. By a vote of 9 yeas and 2 nays (Ms. Hawker and Ms. Akre), motion passed.*

**B. Action Item 2017-18.13 – Staff Bonus**

An 8% staff bonus was recommended by the Executive Committee. It is a one-time payout and not carried forward.

*Motion was made by Sandy Akre to approve the 8% staff bonus for all eligible staff members. Motion was seconded by Michelle Akins. Motion passed with three opposed (Ms. Zobec, Ms. Peck and Ms. Hawker).*

**VII. OLD BUSINESS**

**A. Action Item 2017-18.06-2 – Slate of Officers for 2018-2019**

There were no changes or additions to the slate of officers.

*Motion was made by Sandy Akre to approve the slate of officers for 2018-2019 as presented. Motion was seconded by Karlette Peck and passed unanimously.*

**B. CEO Selection**

Ms. Zobec explained the process undertaken by the Bylaws/Personnel Committee. Seven candidates were presented to the Executive Committee. Mr. Tucker commented that the

Executive Committee chose five of the seven candidates to be interviewed. After the interviews the Executive Committee, by a vote of 4-2, made the recommendation to offer the position to Marsha Powers. Ms. Zobec requested to acknowledge the five individuals that were interviewed: Brooke Flood, Juelie Perry, Zack Hackley, Pat Houston and Marsha Powers.

*Motion was made by Barbara Clowdus to accept the Executive Committee's recommendation of Marsha Powers as the CEO. Motion was seconded by Miranda Hawker. Motion passed with 2 opposed (Ms. Zobec and Mr. Laughlin).*

Mr. Tucker asked Ms. Powers if she accepted the offer. Ms. Powers confirmed her acceptance, indicating she was looking forward to working with everyone and thanked the members for the opportunity.

Mr. Tucker acknowledged Ms. Flood who was also present, noting that ELCIRMO is looking forward to working with her to continue doing great things in Indian River County. Ms. Flood thanked the members for the opportunity to interview and looking forward to continuing to serve children in Indian River County.

The Board discussed the parameters of Ms. Powers' employment agreement, which will be negotiated by Mr. Tucker and brought back to the board for approval. A draft agreement will be forwarded to all members for review. It was suggested an attorney be contacted regarding Ms. Powers serving in public office. The Level 2 background screening process will begin as soon as possible. A Special Board meeting has been scheduled for Tuesday, July 10, 2018 at 9:00 a.m. at the ELC Office. Teleconferencing will be available.

#### **VIII. COMMITTEE REPORTS**

- A. Finance Committee Report** – No report.
- B. Bylaws Committee Report** – No report.
- C. Executive Committee Report** – No report.
- D. Program Committee Report** – Ms. Clowdus reported on the efforts to enroll more children in the VPK program in Okeechobee. Four under-served areas have been identified, but the challenge is identifying the children. The Committee continues to work on this endeavor. In Indian River County, the Children's Services Advisory Council is recommending grant funding to ELCIRMO for a full-time literacy coach to work with low-performing classrooms.

**IX. CHAIRMAN'S COMMENTS** – The July 3<sup>rd</sup> Executive Committee meeting will be cancelled.

**X. BOARD MEMBER COMMENTS** – Ms. Zobec requested that the board be kept abreast of any staff members in key positions that resign.

**XI. PUBLIC COMMENTS** - None

**XII. INFORMATION** – The following item was included in the packet for information purposes only.  
A. Board member vacancies – information available on website.

**XIII. ADJOURNMENT** - The meeting was adjourned at 3:03 p.m.

Respectfully submitted,

Brandon Tucker, Chair  
BT:lt

## EMPLOYMENT AGREEMENT

Chief Executive Officer

**THIS EMPLOYMENT AGREEMENT** herein after referred to as the "Agreement," is made and entered into on the last date signed below by and between the **Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc.**, a Florida corporation, herein after referred to as the "ELCIRMO," and **Marsha Powers**, hereinafter referred to as the "Chief Executive Officer or CEO."

### Preliminary Statement

WHEREAS ELCIRMO and Chief Executive Officer desire to enter into this Agreement which sets forth the terms and conditions of Chief Executive Officer's employment;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, ELCIRMO and Chief Executive Officer agree to the following:

1. Employment: ELCIRMO hereby employs the Chief Executive Officer, and Chief Executive Officer agrees to serve ELCIRMO, on the terms and conditions set forth below. Except as otherwise provided in this Agreement, Chief Executive Officer's employment shall be subject to the employment policies and practices of ELCIRMO.
2. Term of Agreement: The Term of Chief Executive Officer's employment pursuant to this Agreement shall commence on the July 16, 2018, for a period of 3 years until July 16, 2021, unless terminated sooner in accordance with Section 6 below ("Term").
3. Position and Duties: The Chief Executive Officer of ELCIRMO and shall have such duties, authority, and responsibilities as are normally associated with and appropriate for such position and as are set forth in the Bylaws of ELCIRMO.
4. Accountability:
  - 4.1 Chief Executive Officer will report directly to the Chairman of the Board, or designee(s), and the full Board.
  - 4.2 Yearly performance evaluations will be conducted by the Chairman of the Board, or designee(s), and the full Board.
  - 4.3 Hold Harmless & Indemnification: ELCIRMO shall hold harmless and fully indemnify (including but not limited to judgments, attorney's fees and costs) Chief Executive Officer for any and all actions, causes of action, inactions, issues and/or matters related to ELCIRMO, its agents, directors, employees, members, officers and/or successors in interest brought against, naming and/or implicating Chief Executive Officer which arose prior to, during or subsequent to this Agreement.
5. Compensation and Related Matters:
  - 5.1 Base Salary: During the Term of her employment, ELCIRMO shall pay to Chief Executive Officer a Base Salary of \$92,500 annually. Base Salary shall be paid in equal installments in accordance with ELCIRMO'S usual and customary payroll practices on a bi-weekly basis. The Base Salary shall be increased by mutual agreement of ELCIRMO and Chief Executive Officer if this Agreement is renewed as provided in Section 2 above. Chief Executive Officer elects to forego eligibility for a

base salary increase until the date on which her term on the Martin County School Board or December 1, 2020, whichever is sooner.

- 5.2 Bonus: In addition to the Annual Salary, CEO shall receive additional compensation based on the satisfactory performance of duties (a "Performance Bonus") at the discretion ELCIRMO by its Board of Directors. The Performance Bonus may be paid by ELCIRMO in one lump sum payment or installments. CEO shall also be entitled to and will participate in the "merit bonus" as described in the Employee Personnel Handbook of ELCIRMO (the "Merit Bonus") that is comparable to other officers and employees of ELCIRMO. As described in said Employee Personnel Handbook, the equal percentage given to each employee is based solely on the availability of funding at the end of each fiscal year and employees must be in good standing with ELCIRMO.
- 5.3 Benefit Plans and Arrangements: CEO shall at all times during the Term be enrolled by ELCIRMO in a pension plan. Pension plan benefits shall be paid to CEO throughout the Term at a rate which is no less than five percent (5%) of CEO's Annual Salary, with matching options by ELCIRMO of up to two percent (2%) of CEO's Annual Salary. Notwithstanding the foregoing, ELCIRMO's required annual contribution to CEO in the pension plan shall not exceed seven percent (7%) of CEO's Annual Salary. CEO shall also receive and be paid throughout the Term full health insurance benefits (including dental benefits if available). Notwithstanding any contrary provision herein, including but not limited to termination of this Agreement or employment of CEO as may be set forth in this agreement, CEO shall be entitled to and receive all pension plan benefits and assets that have accrued or been paid to CEO under this Agreement. The CEO agrees to forego health insurance and dental insurance offered by and provided by ELCIRMO until the end of her term on the Martin County School Board or December 1, 2020, whichever is sooner
- 5.4 Expenses: ELCIRMO shall promptly reimburse Chief Executive Officer for all reasonable and customary expenses incurred by Chief Executive Officer in performing services for ELCIRMO, including all expenses of travel while away from home on business or at the request of and in the service of ELCIRMO, provided that such expenses are incurred and accounted for by Chief Executive Officer in accordance with the policies and procedures established by ELCIRMO.
- 5.5 Paid Time Off (PTO): For each year during the Term, at the commencement of each year, CEO shall be entitled to 160 hours of paid time off ("PTO") from CEO's duties under this Agreement. PTO shall not include weekends or holidays. CEO shall be entitled to carry-over any unused or unapplied PTO from a prior year during the Term, subject to an annual carry-over limitation of One Hundred Twenty (120) hours.
- 5.6 Holiday Leave: The Chief Executive Officer shall be entitled to the maximum allowable holidays as obtains for regular full-time employees as outlined in the Personnel Policies and Procedures Handbook.
- 5.7 Ancillary Matters: Chief Executive Officer shall be permitted to attend and handle Martin County School Board matters during the work day so long as the attention to and/or handling of said matters does not materially impact the duties of the Chief Executive Officer.

Chief Executive Officer has been appointed to serve on the Marjory Stonemason Douglas High School Pubic Safety Commission shall be permitted to handle matters

during the work day so long as the attention to and/or handling of said matters does not materially impact the duties of the Chief Executive Officer.

(i) Chief Executive Officer (CEO) agrees that during the duration of this Agreement, CEO' will provide ELCIRMO no less than sixty (60) days advance notice should CEO decide to file as a candidate for or otherwise seek re-election to public, municipal or political office, including, but not limited to the Martin County School Board. The notice shall set forth the date when CEO will file for candidacy or otherwise pursue election or re-election, and this date shall be deemed the effective date of CEO's resignation from employment with ELCIRMO. During said sixty or more-day period, CEO shall continue to be employed by ELCIRMO under the terms of this agreement. Upon the date provided bin CEO's written notice, this Agreement shall terminate.

6. Termination:

Chief Executive Officer's employment pursuant to this Agreement may be terminated under the following circumstances:

6.1 By ELCIRMO with Cause: ELCIRMO may terminate the Term of Chief Executive Officer's employment for "Cause" upon written notice to the Chief Executive Officer. For purposes of this Agreement, ELCIRMO shall have "Cause" to terminate Chief Executive Officer's employment upon any of the following events:

- (i) Chief Executive Officer's conviction of, plea of nolo contendere to, or indictment for (which indictment is not discharged or otherwise resolved within 12 months) any felony, or any crime involving moral turpitude, or any crime which is likely to result in material injury to ELCIRMO,
- (ii) Chief Executive Officer's breach of a fiduciary duty relating to the Chief Executive Officer's employment with ELCIRMO, including but not limited to an act of fraud, theft or dishonesty, or
- (iii) Chief Executive Officer's material breach of this Agreement

6.2 By ELCIRMO Without Cause: ELCIRMO may terminate the Term of Chief Executive Officer's employment other than for Cause at any time upon ninety (90) days prior written notice from the Chairman of the Board.

6.3 By Chief Executive Officer: If CEO elects to resign employment with ELCIRMO, for any reason, CEO shall give ELCIRMO no less than thirty (30) days written notice of CEO's resignation from employment with ELCIRMO. During said sixty or more-day period in the preceding sentence, CEO shall continue to be employed by ELCIRMO under the terms of this Agreement. Such resignation by CEO shall not be considered a breach of this Agreement. Upon the effective date of CEO's resignation, this Agreement shall terminate.

7. Compensation in the Event of Termination. In the event Chief Executive Officer's employment pursuant to this Agreement terminates prior to the end of the Term of this Agreement, ELCIRMO shall pay Executive Officer compensation as set forth below:

7.1 By ELCIRMO Without Cause: In the event that Chief Executive Officer's employment is terminated by ELCIRMO without cause, ELCIRMO shall pay Chief Executive Officer a cash payment equal to six (6) months of base salary which is in effect on the date of the Chief Executive Officer's termination. This cash payment shall be made payable in equal

installments in accordance with ELCIRMO's usual and customary payroll practices, commencing on the first payday following Chief Executive Officer's termination. Within thirty (30) days of the date of termination of Chief Executive Officer's employment, ELCIRMO shall also pay Chief Executive Officer a lump sum equal to the sum of:

- (i) any accrued but unpaid Base Salary and vacation due Chief Executive Officer as of the date of termination of employment, and
- (ii) reimbursements for appropriately submitted expenses which have been incurred, but have not been paid by ELCIRMO, as of the date of termination.

7.2 By ELCIRMO for Cause: In the event that ELCIRMO terminates Chief Executive Officer's employment for Cause all compensation or benefits to which Chief Executive Officer may otherwise be entitled shall cease on the date of termination, except for

- (i) any accrued but unpaid Base Salary due Chief Executive Officer as of the date of termination of employment, and
- (ii) reimbursements for appropriately submitted expenses which have been incurred, but have not been paid by ELCIRMO, as of the date of termination.

7.3 By Chief Executive Officer: In the event that Chief Executive Officer resigns from employment all compensation or benefits to which Chief Executive Officer may otherwise be entitled shall cease on the effective date of resignation, except for

- (i) any accrued but unpaid Base Salary due Chief Executive Officer as of the date of resignation of employment, and
- (ii) reimbursements for appropriately submitted expenses which have been incurred, but have not been paid by ELCIRMO, as of the date of resignation.

8. Non-Solicitation and Non-disparagement:

8.1 Non-solicitation of Employees: While employed by ELCIRMO or any affiliate of ELCIRMO and for a period of six months thereafter, Chief Executive Officer shall not directly or indirectly, for himself or for any other person, firm, corporation, partnership, ELCIRMO or other entity, solicit, attempt to employ or enter into any contractual arrangement with any employee or former employee of ELCIRMO or any Benefited Person, unless such employee or former employee has not been employed by ELCIRMO or other Benefited Person for a period in excess of six (6) months.

8.2 Non-disparagement: While employed by ELCIRMO or any affiliate of ELCIRMO and after Chief Executive Officer's employment terminates, Chief Executive Officer shall not disparage, denigrate or comment negatively upon, either orally or in writing, ELCIRMO, any Benefited Person, or any of their officers or directors, to or in the presence of any person or entity, unless compelled to do so by subpoena or other legal mandate. ELCIRMO likewise shall not disparage, denigrate or comment negatively upon, either orally or in writing, the Chief Executive Officer to any prospective employer or third party after Chief Executive Officer's employment terminates unless compelled to do so by subpoena or other legal mandate.

9. Sunshine Law: While employed by ELCIRMO or any affiliate of ELCIRMO the Chief Executive Officer shall comply with the requirements of Florida's Government in the

Sunshine Law, Florida Statute 286.011 et. Seq., and any other laws of the State of Florida applicable to ELCIRMO.

10. Tangible Items: All files, records, documents, manuals, books, forms, reports, memoranda, studies, data, calculations, recordings, or correspondence, in whatever form they may exist, and all copies, abstracts and summaries of the foregoing, and all physical items related to the business of ELCIRMO or any Benefited Person, whether of a public nature or not, and whether prepared by Chief Executive Officer or not, are and shall remain the exclusive property of ELCIRMO or any Benefited Person, and shall not be removed from their premises, except as required in the course of Chief Executive Officer's employment by ELCIRMO, without the prior written consent of ELCIRMO. Chief Executive Officer shall promptly return such items on the termination of Chief Executive Officer's employment with ELCIRMO to the Chairman of the Board or at any earlier time upon the request of ELCIRMO.
11. Severability: ELCIRMO and Chief Executive Officer agree that if, in any action before any court or agency legally empowered to enforce this Agreement, any term, restriction, covenant, or promise is found to be unreasonable or otherwise unenforceable, then such term, restriction, covenant, or promise shall be modified to the extent necessary to make it enforceable.
12. Notice. For purposes of this Agreement, notices, demands and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when received if delivered in person, or by overnight courier or if mailed by United States registered mail, return receipt requested, postage prepaid, to the following addresses:

If to Chief Executive Officer:

Name and Address: Marsha Powers  
615 SW Overlook Drive  
Stuart, FL 34994

If to ELCIRMO:

Name and Address: Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc.  
Attn: Board of Directors  
10 SE Central Parkway, Suite 400  
Stuart, FL 34994

Either party may change its address for notices in accordance with this Section by providing written notice of such change to the other party.

13. Governing law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue in Indian River, Martin and Okeechobee Counties, Florida.
14. Benefits; Binding Effect: This Agreement shall be for the benefit of and binding upon the parties and their respective heirs, personal representatives, legal representatives,



successors and assigns. If Chief Executive Officer is transferred to an affiliate of ELCIRMO, such affiliate will assume this Agreement and upon assumption shall be deemed "ELCIRMO" under this Agreement.

15. Entire Agreement: This Agreement constitutes the entire agreement between the parties, and all prior understandings, agreements or undertakings between the parties concerning Chief Executive Officer's employment or the other subject matters of this Agreement are superseded in their entirety by this Agreement.

Also, an addendum will be included within a short time that will address the performance standards and expectations for the Chief Executive Officer.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement effective July 10, 2018 and signed as dated below.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## CONFIDENTIAL EMPLOYMENT AGREEMENT

**THIS CONFIDENTIAL EMPLOYMENT AGREEMENT** (this "Agreement") is made and entered into on the last date signed below (the "Effective Date") by and between the **EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN AND OKEECHOBEE COUNTIES, INC.**, a Florida corporation (hereinafter referred to as "ELCIRMO"), and **JACKI JACKSON**, an individual (hereinafter referred to as "CEO").

### RECITALS

**WHEREAS**, prior to entering into this Agreement, CEO has been and currently is and shall remain employed by ELCIRMO as the Chief Executive Officer of ELCIRMO; and

**WHEREAS**, ELCIRMO and CEO have determined it is in the best interest of the parties to enter into new employment terms with CEO for the continued employment of CEO;

**WHEREAS**, ELCIRMO and CEO have agreed that the new employment terms for CEO shall be those terms set forth in this Agreement;

**WHEREAS**, the term "Party" shall refer to either ELCIRMO or CEO, and the term "Parties" shall refer to ELCIRMO and CEO; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the sufficiency of which is deemed as received by the Parties, the Parties hereby agree as follows:

**1. Term:** ELCIRMO hereby employs CEO for a period of three (3) years which shall commence on July 1, 2015 and end on June 30, 2018 (the "Term").

**2. Compensation; Benefits; Holidays, PTO; Expenses:**

**(a) Annual Salary:** During the Term, ELCIRMO shall pay CEO an annual base salary of One Hundred Three Thousand Thirty-Two Dollars and Zero Cents (\$103,032.00) ("Annual Salary"). ELCIRMO shall pay the Annual Salary to CEO in equal bi-weekly installments during each year of the Term in accordance with the payroll practices for other officers and employees of ELCIRMO. The Annual Salary shall be paid to CEO in U.S. Dollars by check, direct deposit or wire transfer, as agreed upon by the parties.

**(b) Increase in Annual Salary:** The amount of the Annual Salary will have the potential for an annual base salary increase for the period beginning on July 1, 2016 and ending on June 30, 2017, and for the period beginning on July 1, 2017 and ending on June 30, 2018. A Cost of Living Adjustment shall also be

considered in accordance with other officers and employees of ELCIRMO on an annual basis.

**(c) Bonus:** In addition to the Annual Salary, CEO shall receive additional compensation based on the satisfactory performance of duties (a "Performance Bonus") at the discretion ELCIRMO by its Board of Directors. The Performance Bonus may be paid by ELCIRMO in one lump sum payment or installments. CEO shall also be entitled to and will participate in the "merit bonus" as described in the Employee Personnel Handbook of ELCIRMO (the "Merit Bonus") that is comparable to other officers and employees of ELCIRMO. As described in said Employee Personnel Handbook, the equal percentage given to each employee is based solely on the availability of funding at the end of each fiscal year and employees must be in good standing with ELCIRMO.

**(d) Paid Time Off:** For each year during the Term, at the commencement of each year, CEO shall be entitled to Two Hundred Forty (240) hours of paid time off ("PTO") from CEO's duties under this Agreement. PTO shall not include weekends or holidays. CEO shall be entitled to carry-over any unused or unapplied PTO from a prior year during the Term, subject to an annual carry-over limitation of One Hundred Twenty (120) hours.

**(e) Holidays/Weekends:** CEO shall not be required to work on any weekend or on any holiday observed by ELCIRMO; however, CEO may choose to work weekends or holidays in accordance with ELCIRMO's internal practices.

**(f) Benefits:** CEO shall at all times during the Term be enrolled by ELCIRMO in a pension plan. Pension plan benefits shall be paid to CEO throughout the Term at a rate which is no less than five percent (5%) of CEO's Annual Salary, with matching options by ELCIRMO of up to two percent (2%) of CEO's Annual Salary. Notwithstanding the foregoing, ELCIRMO's required annual contribution to CEO in the pension plan shall not exceed seven percent (7%) of CEO's Annual Salary. CEO shall also receive and be paid throughout the Term full health insurance benefits (including dental benefits if available). Notwithstanding any contrary provision herein, including but not limited to termination of this Agreement or employment of CEO as may be set forth in Paragraph 4 below, CEO shall be entitled to and receive all pension plan benefits and assets that have accrued or been paid to CEO under this Agreement.

**(g) Expense Reimbursement:** During the Term, ELCIRMO shall reimburse CEO for all reasonable and customary expenses incurred by CEO in the performance of services for ELCIRMO. The reimbursement shall be paid promptly to CEO following remittance by CEO of expense reimbursement reports to ELCIRMO, and in no

event more than thirty days following the remittance of any such report. The expenses shall include but not be limited to travel, lodging, meals and supplies, and shall be incurred and accounted for by CEO in accordance with any policies and procedures established by ELCIRMO.

**3. Duties; Hours; Performance:** During the Term, CEO shall serve as the Chief Executive Officer of ELCIRMO. The duties of the Chief Executive Officer of ELCIRMO are set forth in the current bylaws and/or other governing documents of ELCIRMO. While serving as Chief Executive Officer of ELCIRMO, CEO shall be subject to and abide by the written employment policies and practices of ELCIRMO. CEO shall report to the Chairman of the Board of Directors of ELCIRMO. The Chairman of the Board of Directors of ELCIRMO shall conduct the annual performance based evaluation of CEO. CEO shall be required to work Forty (40) hours per each regular five day work week under this Agreement; and shall maintain times sheets for all hours worked for ELCIRMO. If CEO accepts or is required to fill any other roles within ELCIRMO other than the position as Chief Executive Officer, CEO shall be separately compensated by ELCIRMO for such other position(s).

**4. Termination:**

**(a) Death or Disability:** In the event CEO dies or becomes disabled during the Term, CEO's employment and this Agreement shall terminate on the date of death or on the date CEO becomes "disabled" (as defined below), at which time ELCIRMO shall be obligated under this Agreement to pay CEO (or CEO's named beneficiary, heirs or estate) any amounts set forth herein. For purposes of this Agreement, CEO shall be considered "disabled" when, as the result of physical or mental injury or illness, CEO becomes physically or mentally incapable of fulfilling the duties, responsibilities and obligations of CEO under this Agreement for a period of more than ninety (90) consecutive days. CEO shall owe no duties to ELCIRMO under this Agreement following the date of death or following the first day that CEO became physically or mentally incapable of fulfilling the duties hereunder. In the event of CEO's disability, ELCIRMO shall: (1) pay CEO a cash payment equal to six (6) months of CEO's then current Annual Salary, with said cash payment being paid in equal installments over a period of six months following CEO's disability, in accordance with the payroll practices for other officers and employees of ELCIRMO; (2) continue to pay for CEO's health insurance and related benefits through June 30, 2018; (3) reimburse CEO for all reimbursable expenses submitted to ELCIRMO under the terms of this Agreement; and (4) pay CEO any unpaid and accrued Performance Bonus and/or Merit Bonus.







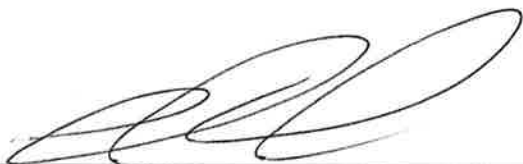




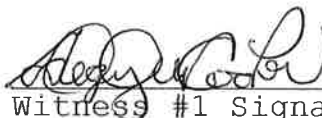
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date next to his/her/its name.

**ELCIRMO:**

**EARLY LEARNING COALITION OF  
INDIAN RIVER, MARTIN AND  
OKEECHOBEE COUNTIES, INC.,**  
a Florida corporation



By: **Brandon Tucker**  
Its: Chairman



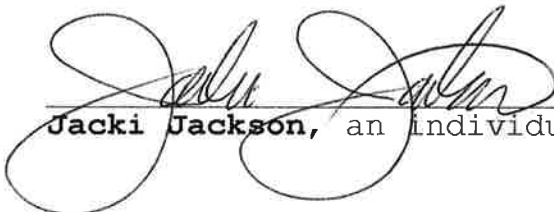
Witness #1 Signature

Signed on 6/11, 2015



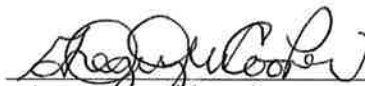
Witness #2 Signature

**CEO:**



**Jacki Jackson**, an individual

Signed on 6/11, 2015



Witness #1 Signature



Witness #2 Signature

# EMPLOYMENT AGREEMENT

## Chief Executive Officer

THIS EMPLOYMENT AGREEMENT herein after referred to as the "Agreement," is made and entered into on the 1st day of July by and between the Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc., a Florida corporation, herein after referred to as the "ELCIRMO," and Jacki Jackson, hereinafter referred to as the "Executive Director".


### Preliminary Statement

WHEREAS ELCIRMO and Executive Director desire to enter into this Agreement which sets forth the terms and conditions of Executive Director's employment;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, ELCIRMO and Executive Director agree to the following:

1. Employment: ELCIRMO hereby employs the Executive Director, and Executive Director agrees to serve ELCIRMO, on the terms and conditions set forth below. Except as otherwise provided in this Agreement, Executive Director's employment shall be subject to the employment policies and practices of ELCIRMO.
2. Term of Agreement: The Term of Executive Director's employment pursuant to this Agreement shall commence on the effective date of this Agreement and shall continue in effect until June 30, 2015, unless terminated sooner in accordance with Section 6 below ("Term"). This agreement is effective for a 1 year period beginning July 1, 2014.
3. Position and Duties: The Executive Director shall serve as Executive Director of ELCIRMO and shall have such duties, authority, and responsibilities as are normally associated with and appropriate for such position.
4. Accountability:
  - 4.1 Executive Director will report directly to the Chairman of the Board, or designee(s), and then the Board.
  - 4.2 Annual performance evaluations will be conducted by the Chairman of the Board, or designee(s).
  - 4.3 Hours of Work: A minimum 40-hour work week must be observed by the Executive Director with the completion of the relevant time sheets.
5. Compensation and Related Matters:
  - 5.1 Base Salary: During the Term of her employment, ELCIRMO shall pay to Executive Director a base salary of \$90,000 annually. Base salary shall be paid in equal installments in accordance with ELCIRMO'S usual and customary payroll practices on a bi-weekly basis. The annual evaluation may be the basis for the Board to consider additional compensation.

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- 5.1 5.2 Benefit Plans and Arrangements: Executive Director will be enrolled in ELCIRMO's Pension Plan which is paid at the rate of 5% of salary, with matching options up to 2% of salary with the ELCIRMO's contribution not to exceed 7%. A health insurance benefit plan as offered to all other ELCIRMO employees will be provided.
- 5.3 Expenses: ELCIRMO shall promptly reimburse Executive Director for all reasonable and customary expenses incurred by Executive Director in performing services for ELCIRMO, including all expenses of travel while away from home on business or at the request of and in the service of ELCIRMO, provided that such expenses are incurred and accounted for by Executive Director in accordance with the policies and procedures established by ELCIRMO.
- 5.4 PTO: The Executive Director shall be entitled to 240 hours of PTO leave at the commencement of each contract year, with rollover of no more than 120 hours from fiscal year to fiscal year.
- 5.5 Holiday Leave: The Executive Director shall be entitled to the-holidays observed by ELCIRMO.
- 5.6 Public Office: If Executive director seeks public office or accepts an appointment to a gubernatorial office, Executive Director will give thirty (30) days notice of resignation to the Board Chair.
6. Termination: Executive Director's employment pursuant to this Agreement may be terminated under the following circumstances:
- 6.1 By ELCIRMO with Cause: ELCIRMO may terminate the Term of Executive Director's employment for "Cause" upon written notice to the Executive Director. For purposes of this Agreement, ELCIRMO shall have "Cause" to terminate Executive director's employment upon any of the following events:
- (i) Executive Director's continued failure to perform or his/her habitual neglect of his/her duties,
  - (ii) Executive director's conviction of, plea of nolo contendere to, or indictment for (which indictment is not discharged or otherwise resolved within 12 months) any felony, or any crime involving moral turpitude, or any crime which is likely to result in material injury to ELCIRMO,
  - (iii) Executive director's breach of a fiduciary duty relating to the Executive director's employment with ELCIRMO, including but not limited to an act of fraud, theft or dishonesty, or
  - (iv) Executive Director's material breach of this Agreement
- 6.2 By ELCIRMO Without Cause: ELCIRMO may terminate the Term of Executive Director's employment other than for Cause at any time upon ninety (90) days prior written notice from the Chairman of the Board.
7. Compensation in the Event of Termination. In the event Executive Director's employment pursuant to this Agreement terminates prior to the end of the Term of this Agreement, ELCIRMO shall pay Executive Director compensation as set forth below:
- 7.1 By ELCIRMO Without Cause: In the event that Executive Director's employment is terminated by ELCIRMO without cause, ELCIRMO shall pay Executive Director a cash payment equal to six (6) months of base salary which is in effect on the date of the Executive director's termination. This cash
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payment shall be made payable in equal installments in accordance with ELCIRMO's usual and customary payroll practices, commencing on the first payday following Executive Director's termination. Within thirty (30) days of the date of termination of Executive Director's employment, ELCIRMO shall also pay Executive Director a lump sum equal to the sum of:

- (i) any accrued but unpaid Base Salary and vacation due Executive Director as of the date of termination of employment, and
- (ii) reimbursements for appropriately submitted expenses which have been incurred, but have not been paid by ELCIRMO, as of the date of termination.

7.2 By ELCIRMO for Cause: In the event that ELCIRMO terminates Executive Director's employment for Cause all compensation or benefits to which Executive Director may otherwise be entitled shall cease on the date of termination, except for

- (i) any accrued but unpaid Base Salary due Executive Director as of the date of termination of employment, and
- (ii) reimbursements for appropriately submitted expenses which have been incurred, but have not been paid by ELCIRMO, as of the date of termination.

8. Non-Solicitation and Non-disparagement:

8.1 Non-solicitation of Employees: While employed by ELCIRMO or any affiliate of ELCIRMO and for a period of six months thereafter, Executive Director shall not directly or indirectly, for himself or for any other person, firm, corporation, partnership, ELCIRMO or other entity, solicit, attempt to employ or enter into any contractual arrangement with any employee or former employee of ELCIRMO or any Benefited Person, unless such employee or former employee has not been employed by ELCIRMO or other Benefited Person for a period in excess of six (6) months.

8.2 Non-disparagement: While employed by ELCIRMO or any affiliate of ELCIRMO and after Executive Director's employment terminates, Executive Director shall not disparage, denigrate or comment negatively upon, either orally or in writing, ELCIRMO, any Benefited Person, or any of their officers or directors, to or in the presence of any person or entity, unless compelled to do so by subpoena or other legal mandate. ELCIRMO likewise shall not disparage, denigrate or comment negatively upon, either orally or in writing, the Executive Director to any prospective employer or third party after Executive Director's employment terminates unless compelled to do so by subpoena or other legal mandate.

9. Sunshine Law: While employed by ELCIRMO or any affiliate of ELCIRMO the Executive Director shall comply with the requirements of Florida's Government in the Sunshine Law, Florida Statute 286.011 et. Seq., and any other laws of the State of Florida applicable to ELCIRMO.

10. Tangible Items: All files, records, documents, manuals, books, forms, reports, memoranda, studies, data, calculations, recordings, or correspondence, in whatever form they may exist, and all copies, abstracts and summaries of the foregoing, and all physical items related to the business of ELCIRMO or any Benefited Person, whether of a public nature or not, and whether prepared by Executive Director or not, are and shall remain the exclusive property of ELCIRMO or any Benefited Person, and shall not be removed from their premises, except as

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required in the course of Executive Director's employment by ELCIRMO, without the prior written consent of ELCIRMO. Executive director shall promptly return such items on the termination of Executive Director's employment with ELCIRMO to the Chairman of the Board or at any earlier time upon the request of ELCIRMO.

11. Severability: ELCIRMO and Executive Director agree that if, in any action before any court or agency legally empowered to enforce this Agreement, any term, restriction, covenant, or promise is found to be unreasonable or otherwise unenforceable, then such term, restriction, covenant, or promise shall be modified to the extent necessary to make it enforceable.

12. Notice. For purposes of this Agreement, notices, demands and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when received if delivered in person, or by overnight courier or if mailed by United States registered mail, return receipt requested, postage prepaid, to the following addresses:

If to Executive director:

Name and Address : Jacki Jackson  
PO Box 12  
Palm City, FL 34991

If to ELCIRMO :

Name and Address: Early Learning Coalition of Indian River, Martin and  
Okeechobee Counties, Inc.  
Attn: Board of Directors  
10 SE Central Parkway, Suite 200  
Stuart, FL 34994

Either party may change its address for notices in accordance with this Section by providing written notice of such change to the other party.

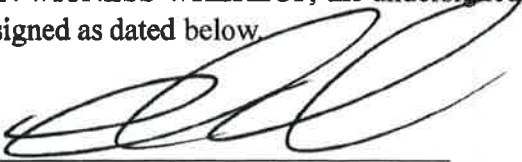
13. Governing law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue in Indian River, Martin and Okeechobee Counties, Florida.

14. Benefits; Binding Effect: This Agreement shall be for the benefit of and binding upon the parties and their respective heirs, personal representatives, legal representatives, successors and assigns. If CEO is transferred to an affiliate of ELCIRMO, such affiliate will assume this Agreement and upon assumption shall be deemed "ELCIRMO" under this Agreement.

15. Entire Agreement: This Agreement constitutes the entire agreement between the parties, and all prior understanding, agreements or undertakings between the parties concerning CEO's employment or the other subject matters of this Agreement are superseded in their entirety by this Agreement.



IN WITNESS WHEREOF, the undersigned have executed this Agreement effective July 1, 2014, and signed as dated below.



Brandon Tucker, ELCIRMO Chairman

7-8-14

Date



Jacki Jackson, Executive Director

7/8/14

Date





## Early Learning Coalition of IRMO

### ACTION ITEM

Action Item: 2018-19.01

Date: 7/10/18

Subject: Authorized Bank Signature

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#### Background Information

Due to the resignation of Migdalia Rosado, effective July 20, 2018 and the hiring of new CEO, Marsha Powers, effective July 16, 2018, it is recommended that Marsha Powers, CEO, be authorized as a bank signatory.

#### *Authorizations and Purchasing Limits*

The Chief Executive Officer is authorized to enter into any contract on behalf of ELCIRMO.

Disbursements of \$3,000 or less allows any one authorized signatory to approve expenditure.

Monthly recurring expenses regardless of dollar amount, i.e., rent, provider payments require one authorized signatory to approve the expenditure. Disbursements greater than \$3,000 or non-recurring items requires two authorized signatories approve the expenditure.

#### Budget Considerations

N/A

#### Supporting Documentation Included

N/A

#### Proposed Action

It is recommended the Board authorize Marsha Powers, CEO, as a bank signatory, effective July 16, 2018.