



Executive Committee

Wednesday, December 7, 2016 / 2:30 p.m. – 4:00 p.m.

Conference Call-in phone number: (866) 576-7975 / Participant Access Code: 299848

Strategic Goals developed by the Board:

- *CareerSource Central Florida will become business focused in all efforts*
- *CareerSource Central Florida will identify ways to measure progress and Return On Investment (ROI)*
- *CareerSource Central Florida will become the backbone organization for workforce development in Central Florida*

Agenda Item	TOPIC	Action Item	Info Item	Presenter
1	Welcome			Eric Jackson
2	Roll Call / Establishment of Quorum			Kaz Kasal
3	Public Comment			
4	Approval of Minutes A. 9/21/16 Executive Committee Meeting B. 11/2/16 Executive Committee Meeting	X X		Eric Jackson
5	Information/Discussion/Action Items			
	A. Chair's Remarks			Eric Jackson
	B. President's Update C. President's Updated Contract	X	X	Pam Nabors Eric Jackson
	D. Committee Reports			Committee Chairs
	E. 12/14/16 Agenda			Pam Nabors
6	Other Business A. Regional Executive Committee – Rescheduled date: 2/28/17			
7	Chair's Closing Remarks			Eric Jackson
8	Adjournment			

Upcoming Meetings:

- Board Meeting: 12/14/16, 9:00 am to 10:30 am / Location: Hyatt Regency Orlando, 9801 International Drive, Orlando, FL 32819
- Executive Committee: 2/8/17, 9:00 am - 10:30 am / Location: CareerSource Central Florida / 390 N. Orange Ave., Orlando, FL 32801
- Regional Executive Committee Meeting: 2/28/17, 12:00 pm to 3:00 pm / Location: CareerSource Flagler Volusia, 329 Bill France Boulevard, Daytona Beach, FL 32114

Draft
Executive Committee Meeting
Wednesday, September 21, 2016
9:00 a.m.

MINUTES

MEMBERS PRESENT: Eric Jackson, Greg Beliveau, Robert Brown, Debbie Clements, Leland Madsen, Joseph Sarnovsky, Richard Sweat, Jody Sweet and Eric Ushkowitz

MEMBERS ABSENT: Diana Bolivar and Wendy Brandon

STAFF PRESENT: Pam Nabors, Leo Alvarez, Ann Beecham and Kaz Kasal

GUESTS PRESENT: Thomas Wilkes/GrayRobinson

Agenda Item	Topic	Action Item / Follow Up Item
1	Welcome Ms. Clements called the meeting to order at 9:04 am and welcomed those in attendance.	
2	Roll Call / Establishment of Quorum Ms. Kasal reported that there was a quorum present.	
3	Public Comment None offered.	
4	Approval of Minutes The Executive Committee reviewed the draft minutes from the 8/3/16 Executive Committee meeting (attachment).	Dr. Sarnvosky made a motion to approve the minutes from the 8/3/16 Executive Committee meeting. Mr. Brown seconded, motion passed.
5	Information/Discussion Items	
	Chair's Remarks Ms. Clements indicated that the annual Joint Executive Board Members' lunch meeting is scheduled immediately following the Regional Business Summit on 10/5/16 at the Daytona Speedway. Both the meeting and the event provide the opportunity for ongoing discussion of aligning service delivery across regions. Mr. Shaughnessy is on the Summit agenda to discuss the new overtime rule. A request was made for executive board members to attend if able. This information will also be provided at next week's Board meeting.	
	President's Update Ms. Nabors provided the following updates: <ul style="list-style-type: none"> • The first CSCF Board meeting of the new fiscal year is scheduled for 9/28/16 which will include the rollout of the consent agenda process that allows more time for the Board to focus and discuss regional needs for talent focus. It was explained 	

	<p>that the process allows the Board to move an item from the consent agenda to an action item if they choose - the Chair will pose this question to the Board at the beginning of the consent agenda section.</p> <ul style="list-style-type: none"> • Mr. Wilkes, CSCF's Attorney, provided an update on the legal matters with the Mendham lease. 	
	<p>President's 16-17 Proposed Goals – Modified The Committee reviewed the modifications of the President's 16-17 proposed goals (attachment). These modifications were based on Committee discussion at the last meeting.</p>	<p>Mr. Beliveau made a motion to approve President's 16-17 proposed goals, as modified. Mr. Brown seconded, motion passed.</p>
	<p>Committee Updates</p> <p><u>Audit Committee</u> Mr. Ushkowitz stated that the Audit Committee met jointly with the Finance Committee on 9/13/16 to review the process of the audit plan. The draft audit report should be completed by end of October. This will be CSCF's first year off of high-risk, with 3 years of no findings. Mr. Ushkowitz also stated that the Department of Economic Opportunity's (DEO) monitoring report indicated no findings.</p> <p><u>Community Engagement</u> Ms. Nabors stated that the Committee met on 8/29/16 and Mr. Shaughnessy announced he would step down as Chair of the Community Engagement Committee and Ms. Sweet will take over as Chair. The Committee reviewed 15-16 outreach activities focused on engagement with the business community. There was also good discussion on engagement with events and outreach that will help move the needle to increase business awareness and build CSCF's trust and reputation.</p> <p><u>Finance Committee</u> Dr. Sarnovsky stated, as Mr. Ushkowitz mentioned, the Finance Committee met with the Audit Committee on 9/13/16. The Committee reviewed the lease details and timeline of the new office location at the Airport Business Center. The Committee also reviewed the financials which are on track. There was also significant discussion on changes to the retirement plan program which the Committee approved to move these changes to the Board for approval. These changes should help increase participation and retirement levels, with no significant costs incurred for CSCF.</p> <p><u>Governance Committee</u> Mr. Brown stated that the Governance Committee met on</p>	

	<p>8/24/16. Mr. Gill was introduced as a new member. The Committee reviewed and concurred with the Sterling profile. The Committee also reviewed the Board Member characteristics. Mr. Alvarez provided Enterprise Risk updates.</p> <p><u>Career Services</u> Mr. Sweat stated that the Career Services Committee met on 8/18/16 and Ms. Hielema led the discussion on high growth industry training and the need to take a deeper dive with employers by having in-depth interviews to learn what specific skill sets are needed.</p>	
	<p>9/28/16 Board Agenda The Committee reviewed the Agenda. Ms. Nabors stated that the following individuals will present at the Board Meeting:</p> <ul style="list-style-type: none"> – Ms. Scott with DEO will present on WIOA performance measures from last year, which CSCF has met or exceeded all goals. – Dr. Vernet with UCF will present on the regional landscape of student completions. – Ms. Lauten will provide an update on Board participation. <p>The annual Board information/orientation session will immediately follow the meeting and all members are encouraged to attend.</p>	
	<p>Other Business <u>Committee Discussion on Executive Compensation</u> A summary of Ms. Nabors' annual performance review was agreed upon. Mr. Jackson discussed the current employment agreement and its relevance to Ms. Nabors' goals and performance.</p> <p>The Committee agreed to convene by phone to discuss a salary adjustment based on labor market data that the Chief Administrative Officer will provide to the Committee by 9/22/16.</p>	<p>Mr. Brown made a motion to approve merit increase of 5% based on performance and consider this new base in market analysis and a salary adjustment at a later date. The increase would be retro 7/1/16. Mr. Beliveau seconded; motion passed.</p>
	<p>Other Business None offered.</p>	
6	<p>Adjournment There being no other business, the meeting was adjourned at 10:03 a.m.</p>	

Respectfully submitted,

Kaz Kasal
Executive Coordinator

**Draft
Executive Committee Meeting**

**Wednesday, November 2, 2016
3:00 p.m.**

MINUTES

MEMBERS PRESENT: Eric Jackson, Greg Beliveau, Robert Brown, Leland Madsen, Joseph Sarnovsky, Richard Sweat and Eric Ushkowitz

MEMBERS ABSENT: Wendy Brandon, Debbie Clements and Jody Sweet

STAFF PRESENT: Pam Nabors, Leo Alvarez, and Kaz Kasal

Agenda Item	Topic	Action Item / Follow Up Item
1	Welcome Mr. Brown called the meeting to order at 3:04 am and welcomed those in attendance.	
2	Roll Call / Establishment of Quorum Ms. Kasal reported that there was a quorum present.	
3	Public Comment None offered.	
5	Information/Discussion Items	
	<p>CEO Salary Discussion Mr. Brown stated that this agenda item will be deferred to the 12/7/16 Executive Committee Meeting.</p> <p>Selection of Furniture Vendor for new CSCF Office Mr. Alvarez referred to the memo on the furniture vendor selection for the new CSCF office (attachment) and reviewed the process and timeline of the furniture procurement. Two proposals were received which were evaluated by a review team comprised of five staff. Based on this evaluation, CSCF is recommending Beaux Arts Group as the vendor of choice. Beaux Arts Group's bid was well below the targeted budget and the quality of their furniture and delivery & installation timeline aligns with CSCF expectations.</p>	<p>Mr. Beliveau made a motion to approve the selection of Beaux Arts Group as the furniture vendor for the CSCF new office. Dr. Sarnovsky seconded; motion passed.</p>
	Other Business None offered.	
6	Adjournment There being no other business, the meeting was adjourned at 3:14 p.m.	

Respectfully submitted,

Kaz Kasal
Executive Coordinator

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into by and between CareerSource Central Florida (“CSCF”) and Pamela Nabors (“Nabors”).

In consideration for the mutual promises and obligations recited in the Agreement, CSCF and Nabors agree as follows:

1. EMPLOYMENT AS PRESIDENT/CHIEF EXECUTIVE OFFICER

- (a) **Employment.** CSCF, through its Board of Directors (“Board”), hereby employs Nabors and appoints her as the President and Chief Executive Office (“CEO”) of CSCF. Nabors accepts such employment and the position of CEO, acknowledging that she will be an at-will employee of CSCF, and she undertakes to devote her full time and attention to the performance of assigned duties. During the term of this Agreement, Nabors will not accept any employment with, or any compensation, according to established local, state, and federal policies. Nabors may retain her position with national workforce organizations to the extent that her participation does not interfere with her employment, obligations under this Agreement, as determined in the Board Chair’s sole discretion.
- (b) **Responsibilities.** As CEO, Nabors is charged with general management responsibilities, in accordance with direction from the Executive Committee of the Board (“EXCOM”) or the Board Chair, consistent with CSCF’s policies and rules, and as further outlined in the CEO Job Description, attached to this Agreement as Exhibit A.
- (c) **Performance.** Nabors agrees to perform her duties and responsibilities in good faith and to devote her full time, energies, interests and abilities to the performance of the duties and responsibilities of the CEO of CSCF. Nabors shall not engage in (i) any activities that interfere with the performance of this Agreement; (ii) any other business activities during this employment relationship (excluding reasonable day-to-day personal business) without the prior written permission of the Board Chair, or (iii) any activities that constitute a conflict as defined in the CSCF Employee Handbook or a violation of the State Code of Ethics. Nabors shall at all times avoid any actual conflicts of interest, including but not limited to, financial, business or other economic-based conflicts.
- (d) **Right of Board.** For the duration of this Agreement, the Board retains the right to revise or alter Nabors’ position or title, or the duties assigned to her.
- (e) **Performance Review.** At least annually, the EXCOM shall review the terms of this Agreement, the salary and benefits of Nabors, and the performance of Nabors during the fiscal year. This Agreement may be modified thereafter upon terms mutually agreed to in writing by the EXCOM and Nabors.

2. TERM OF AGREEMENT

(a) **Term.** This Agreement is effective July 16, 2012 (“Effective Date”), and shall continue until it is terminated by written notice (“Notice of Termination”). Nabors’ employment with CSCF shall be “at-will” because either party can terminate this Agreement at any time and for any reason.

(b) **Termination.** This Agreement is subject to termination in accordance with the provision of Section 4 of this agreement.

3. COMPENSATION AND BENEFITS

(a) **Annual Salary.** Nabors’ Annual Salary as CEO for the duration of this Agreement shall be within an approved range for comparable executive position to other workforce and/or not-for-profit’s in Florida. The CEO salary shall never exceed the cap defined in state and federal mandates.

(i) Adjustments to Annual Salary. Beginning with the 2013-2014 fiscal year, Nabors Annual Salary may be adjusted, depending on the EXCOM's reasonable consideration of Nabors' performance and in consideration of budget, fiscal, and practical constraints.

(b) Benefits. Nabors shall be entitled to all benefits provided to the CEO, as outlined in the Benefits and Compensation Package, attached to the Agreement as Exhibit B. Additionally, Nabors shall be entitled to the following benefits during her employment under this Agreement:

(i) Cellular ("Smart") Phone and Laptop Computer or Tablet. CSCF shall provide to Nabors', at CSCF expense and selection, a smart phone and laptop computer for Nabors' use for CSCF business.

(ii) Business-related Car Travel. CSCF will reimburse Nabors at the state-approved mileage rate for all business-related car travel.

(iii) Property of CSCF. Unless otherwise agreed in writing by the Board Chair, any and all property of any kind provided to Nabors by CSCF shall be and remain the sole property of CSCF. Upon the termination of this Agreement for any reason, or whenever otherwise requested by the Board, Nabors shall immediately deliver to CSCF all property in her possession or control belonging to CSCF.

(iv) Other. All provisions of CSCF personnel policies, rules and regulations relating to health and life insurance, sick leave, holidays, termination benefits, car usage or mileage reimbursement and other fringe benefits and working conditions, as they now exist or may be amended, modified, changed, or deleted from time to time, shall apply to Nabors as they would to other executive employees of CSCF, insofar as those provisions, regulations and rules are not inconsistent with this Agreement. In the event of an inconsistency, this Agreement controls.

(c) Discretionary Bonus. During the term of this Agreement, Nabors shall be eligible for a bonus of up to 10% of base salary, less all applicable withholding and taxes. The award of any bonus under this section is at the sole discretion of the EXCOM and is based on Nabors' achievement of the goals established for Nabors by the EXCOM, payable on or before June 30th each fiscal year.

4. TERMINATION OR SUSPENSION OF EMPLOYMENT

Notwithstanding the stated term of this Agreement, Nabors is and remains an at-will employee of CSCF and may be terminated at any time. This Agreement, and Nabors' employment, may be terminated upon the occurrence of any of the following:

(a) Resignation. Nabors agrees that, if she voluntarily terminates her employment with CSCF by resignation:

- (i)** She will give CSCF reasonable advance written notice of such resignation, stating the reasons for it. The notice shall be delivered to the Board Chair (or in the Chair's absence, to the Vice-Chair). The timing of any public statement or press release in regard to the resignation shall be determined by the EXCOM or the Board Chair.
- (ii)** During the notice period from the time of the giving of notice until the effective date of the resignation, Nabors shall perform such duties as may be assigned by the EXCOM and the Board Chair, and shall be entitled to salary payments and other benefits during the notice period, unless otherwise agreed to in writing by the Board Chair and Nabors.
- (iii)** If Nabors provides reasonable notice, CSCF is not obligated to continue Nabors' employment during the notice period, and may at

the sole option of the EXCOM and the Board Chair elect to terminate Nabors' employment at any time during the notice period. In such event, Nabors will receive an amount equivalent to the pro rata amount of her Annual Salary to which she would otherwise be entitled for the remainder of the notice period (less all withholding and taxes) and benefits until the end of the notice period.

- (iv) If Nabors does not provide reasonable advance written notice, the Board may terminate Nabors' employment without providing any payments of Annual Salary or other benefits, other than any benefits to which other employees of CSCF would be entitled upon resignation under applicable CSCF policies, rules and regulations.
- (v) Unless otherwise agreed to in writing by the Board Chair, Nabors shall not be entitled to any bonuses of any kind for the contract year during which she voluntarily terminates this Agreement.

(b) Inability to Perform

- (i) If Nabors is unable to perform her assigned duties in material part for one hundred and twenty consecutive days, or for one hundred and eighty days during any twelve month period, then the EXCOM, at its sole option, may elect to terminate Nabors' employment, provided that such termination does not violate any applicable law.
- (ii) Upon Nabors' death or incapacity leaving her unable to perform her duties under this Agreement, this Agreement shall automatically terminate with no further obligation of the Board, except as otherwise expressly provided elsewhere in this Agreement, or under applicable CSCF policies, rules and regulations.
- (iii) For purposes of this Agreement, "incapacity" shall mean the inability to perform the essential duties and responsibilities under this Agreement as a result of a physical or mental condition, or emotional illness, with or without reasonable accommodation.

(c) Termination at the Option of CSCF

- (i) CSCF may terminate the Agreement, and Nabors' employment, at any time by a majority vote of the Board at a properly noticed Board meeting. If the termination is without cause, Nabors shall receive three (3) months' severance pay, in the ordinary payroll process, less all applicable withholding and taxes. If the termination is for Cause, Nabors shall not receive any severance pay or benefits. "Cause", for purposes of this Agreement, includes, but is not limited to, engaging in fraud or criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.
- (ii) All benefits, rights, duties or entitlements, unless specifically extended beyond the termination date, shall cease to the extent permitted by law, on the Board-approved termination date.

5. EXPENSE REIMBURSEMENT

- (a) **Reimbursement.** CSCF shall reimburse Nabors, to the extent permitted under federal and Florida law, and applicable CSCF policies, rules and regulations, for reasonable travel and

other business expenses necessarily incurred in the performance of duties under this Agreement.

- (b) **Compliance; documentation.** Nabors agrees to comply with CSCF's policies and procedures regarding expense reimbursement, as they exist from time to time, and to furnish such documentation or explanation as may be required or otherwise reasonably requested.
- (c) **Subject to audit.** All payments or reimbursements for expenses provided by CSCF under this Agreement shall be subject to audit and confirmation by CSCF as to name, amount and eligibility under the provisions of the Agreement and applicable personnel and travel/expenses rules and policies of CSCF.

6. GENERAL PROVISION

- (a) **Notice.** Any notice that either party is required to give to the other party under the Agreement shall be deemed to have been given when delivered via email or when deposited in the United States mail, registered or certified with proper postage prepaid, if addressed as follows:

To CSCF:

CareerSource Central Florida
390 N. Orange Ave, Ste 700
Orlando, FL 32801

To Nabors

Pamela Nabors
Spamelaj58@aol.com

or to such other address as either party may designate from time to time, by written notice to the other party given in the manner stated in this subsection.

- (b) **Complete Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior oral or written agreement, understanding, representation, warranty, promise or document relating to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made which are not embodied in this Agreement and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.
- (c) **Amendment.** This Agreement may be amended or modified only by a written instrument executed by the parties.
- (d) **Heading and Interpretation.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement is the product of negotiations and shall not be interpreted against either party based on any claim of sole authorship.
- (e) **No waiver.** No omission or delay by any party in exercising any right, power or privilege in this Agreement shall impair the future exercise of any such right, power or privilege, or be construed to be a waiver thereof or of any default or to be an acquiescence therein, and any single or partial exercise of any other right, power or privilege. No waiver shall be valid unless in writing and signed by the party to be charged with waiver, and then only to the extent specified in the waiver.

- (f) **Severability.** Any provision of this Agreement that are prohibited or unenforceable shall not invalidate the remaining provision of this Agreement.
- (g) **Assignment.** This Agreement is personal to Nabors and is not assignable by either party.
- (h) **Choice of law; venue; immunity.** This Agreement shall be governed by and construed according to the laws of the State of Florida, as such laws are applied to agreements entered into and to be performed entirely within Florida between Florida residents. Nabors hereby expressly consents to the personal jurisdiction of the state and federal courts in Orange County, Florida, for any lawsuit filed against her by CSCF arising from or related to this Agreement. Nothing in this Agreement is intended to be or shall be construed as a waiver of CSCF's governmental or other immunity from suit, if any, unless such immunity is expressly waived by statute.
- (i) **Waiver of Jury Trial.** Each party to this Agreement agrees to waive its respective right to a jury trial for any lawsuit arising from or relating to the Agreement.
- (j) **Survival.** The respective rights and obligations of the parties under this Agreement shall survive termination of this Agreement to the extent necessary to carry out the express provisions of this Agreement.
- (k) **Binding.** This Agreement shall be binding on and inure to the benefit of Nabors' executors and heirs.
- (l) **Legal review.** Nabors represents and warrants that she has been afforded an opportunity to consult with legal counsel regarding the contents of this Agreement prior to its execution, and she further represents that she has had her own counsel review this Agreement.

Executed on the dates indicated, and effective December 14, 2016.

CAREERSOURCE CENTRAL FLORIDA

PAMELA NABORS

By: _____
Eric Jackson, Chair
Board of Director

Date: _____



Board of Directors Meeting

Hyatt Regency Orlando
 9801 International Drive, Orlando, FL 32819 (Conference Room TBD)
 Wednesday, December 14, 2016 / 9:00 a.m. – 10:30 a.m.

Conference Call-in phone number: 1-866-576-7975 (toll-free) / Participant Access Code: 299848

Strategic Goals developed by the Board:

- *CareerSource Central Florida will become business focused in all efforts*
- *CareerSource Central Florida will identify ways to measure progress and Return On Investment (ROI)*
- *CareerSource Central Florida will become the backbone organization for workforce development in Central Florida*

Item	Agenda Topic	Action Item	Info/ Discussion Item	Presenter
1	Welcome <ul style="list-style-type: none"> • Hyatt Regency Orlando Chair's Remarks			Eric Jackson Mark Havard Eric Jackson
2	Roll Call / Establishment of Quorum			Kaz Kasal
3	Recap of Public Comment Policy Public Comment			Thomas Wilkes, Esq. GrayRobinson Eric Jackson
4	Consent Agenda <ul style="list-style-type: none"> A. Any Consent Agenda Items need to move to Action Items? B. Draft Minutes of 9/28/16 Board Meeting C. Communications Report D. Operations & Finance Report E. President's Report 	X		Eric Jackson
5	Information <ul style="list-style-type: none"> A. Mission Moment B. Committee Reports 		X	Mimi Coenen Committee Chairs
6	Actions to Vote on or Discuss <ul style="list-style-type: none"> A. Definition of CSCF Career Service Operator B. Board Officer Nomination - Secretary 	X X		Pat Higgs Bob Brown
7	Intelligence / Insight <ul style="list-style-type: none"> A. Board Activity Reports <ul style="list-style-type: none"> - Internal - External B. HGI Spotlight: Hospitality 		X	Shelley Lauten Partner triSect Mark Havard / Jody Sweet
8	Other Business			
9	Adjournment / Tour of Hyatt Regency Orlando			

Upcoming Meetings:

- Consortium/Board Joint Meeting: 9:00 am to 10:30 am, 2/15/17 - Valencia College - District Office, 1768 Park Center Drive, Suite 250, Orlando, FL (5th Floor)