



September 18, 2019 – 11:15AM

Epicenter- 13805 58th Street North
Clearwater, FL, 33760

Conference Dial: 1-844-815-8411

Conference Code: 268-750#

Ad Hoc CEO/Counsel Selection Committee Agenda

- I. **Welcome and Introductions** Karla Leavelle, Board Chair

- II. **Roll Call**

- III. **Action/Discussion Items**
 1. CEO Contract Extension

- IV. **Other Administrative Matters**

- V. **Public Comments**

- VI. **Members Comments**

- VII. **Adjournment**

Board of Directors – September 18, 2019

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “**Agreement**”) is made effective as of November 1, 2018 (“**Effective Date**”), by and between **WORKNET PINELLAS, INC.** (d/b/a CAREERSOURCE PINELLAS), a Florida not-for-profit corporation, located at 13805 58th Street N., Suite 2-140 (the “**Employer**”), and Jennifer Brackney (the “**Employee**”).

RECITALS

WHEREAS, Employer is a 501(c)(3) non-profit organization that has requested and received certification from CareerSource Florida, (which serves as the State of Florida Workforce Development Board) as the Region 14 Workforce Development Board; and

WHEREAS, Employer has been appointed and designated by the Pinellas County Board of County Commissioners, to act as the Workforce Development Board in such region under the provisions of the “Workforce Innovation Act of 2000,” Chapter 445, Florida Statutes; and

WHEREAS, the Employer desires to employ the Employee as its Chief Executive Officer and the Employee desires to be employed by the Employer in this capacity and devote her full time and efforts to the business and affairs of the Employer, as described herein, all pursuant to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment.** Effective as of the Effective Date, the Employer shall employ Employee, and Employee shall accept such employment and perform services for the Employer, upon the terms and conditions set forth in this Agreement.

2. **Term of Agreement.** Unless terminated at an earlier date in accordance with this Agreement, the term of this Agreement shall be for the period commencing on the Effective Date, and ending on the one year anniversary thereof (the “**Term**”). The Term may be extended beyond the period set forth in this Section as mutually agreed upon in writing by the Employer and Employee. The Employer shall provide Employee with written notice at least 60 days prior to the expiration of the Term (the “**Notice Date**”) if the Employer has made a decision as of the Notice Date to initiate a formal search to replace Employee in her capacity as Chief Executive Officer of the Employer at the end of the Term.

3. **Position and Duties.**

(a) **Employment with the Employer.** During the Term, Employee shall perform such duties and responsibilities as the Employer shall assign to her from time to time consistent with her position. Employee’s title shall be Chief Executive Officer.

Employee will report to the Board of Directors of the Employer (“**Board of Directors**”). Employee will serve as a nonvoting member of the Board of Directors and as a director and officer of any subsidiary of the Employer, at the discretion of the Board of Directors.

(b) Performance of Duties and Responsibilities. Employee shall serve the Employer faithfully and to the best of her ability and shall devote her full working time, attention and efforts to the business of the Employer during her employment with the Employer. Employee hereby represents and confirms that she is under no contractual or legal commitments that would prevent her from fulfilling her duties and responsibilities as set forth in this Agreement. During her employment with the Employer, Employee may participate in charitable activities and personal investment activities to a reasonable extent, so long as such activities do not interfere with the performance of her duties and responsibilities hereunder.

4. **Compensation.** As her compensation for all services rendered to the Employer during the Term, the Employee shall receive the compensation provided for in this Section, subject to withholding and other applicable employment taxes.

(a) Base Salary. The Employee’s base salary during the Term shall be \$175,000.00 annually. In addition, Employee is entitled to receive upon execution of this Agreement a sign-on bonus of \$12,000.00.

(b) Other Benefits. During the Term, Employee shall be entitled to participate in all employee benefit plans and programs of the Employer to the extent that Employee meets the eligibility requirements for each individual plan or program. The Employer provides no assurance as to the adoption or continuation of any particular employee benefit plan or program, and Employee’s participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(c) Expenses. During the Term, the Employer shall reimburse Employee for all reasonable and necessary out-of-pocket business and travel expenses incurred by her in the performance of her duties and responsibilities hereunder, subject to the Employer’s normal policies and procedures for expense verification and documentation.

(d) Review. Employer will commence a review of Employee’s job performance at least six months before the one year term of this Agreement will expire.

5. **Termination of Employment.**

(a) Employee’s employment with the Employer shall terminate immediately upon:

(i) Employee's receipt of written notice from the Employer of the termination of her employment, which notice shall specify the date on which Employee's employment shall terminate;

(ii) Employee's abandonment of her employment or her resignation with or without Good Reason (as defined below),

(iii) Expiration of the Term;

(iv) Employee's Disability (as defined below), or

(v) Employee's death.

(b) The date upon which Employee's termination of employment with the Employer occurs shall be the "**Termination Date**".

6. **Payments Upon Termination of Employment.**

(a) If Employee's employment with the Employer is terminated prior to the expiration of the Term, by the Employee with Good Reason or by the Employer not for Cause (as defined below), the Employer shall pay in one lump sum to Employee as severance pay an amount equal to six weeks of her current base salary.

(b) If Employee's employment with the Employer is terminated by reason of:

(i) Cause (as defined below),

(ii) Employee's abandonment of her employment or Employee's resignation without Good Reason,

(iii) Employee's Disability, or

(iv) Employee's death,

the Employer shall pay to Employee or her beneficiary or her estate, as the case may be, her accrued, but unpaid, base salary through the Termination Date, whereafter no further base salary shall accrue.

(c) "**Cause**" hereunder shall mean:

(i) the commission of any act or failure to act by Employee that involves moral turpitude, dishonesty, theft, destruction of property, fraud, embezzlement or unethical business conduct, or that is otherwise injurious to the Employer or any of its affiliates, whether financially or otherwise, or intended to result in gain or personal enrichment of Employee at the expense of the Employer or any of its affiliates;

(ii) unlawful conduct or gross misconduct that, in either event, is injurious to the Employer;

(iii) the conviction of Employee of a felony or the conviction of Employee of a misdemeanor which involves moral turpitude, or the entry by Employee of a plea of guilty or nolo contendere with respect to any of the foregoing;

(iv) failure of Employee to perform her duties and responsibilities hereunder or to satisfy her obligations as an officer or employee of the Employer, which failure has not been cured by Employee within five (5) business days after written notice thereof to Employee from the Employer; or

(v) material breach of any terms and conditions of this Agreement by Employee not caused by the Employer or any other contract or agreement between the Employer (or any of its affiliates) and Employee, which breach has not been cured by Employee within three (3) business days after written notice thereof to Employee from the Employer;

In each case, with respect to subsections (i) through (v), as determined in good faith by the Board of Directors in the exercise of its reasonable business judgment.

(d) “**Disability**” hereunder shall mean the inability of Employee to perform on a full-time basis the duties and responsibilities of her employment with the Employer by reason of her illness or other physical or mental impairment or condition, if such inability continues for a period of 90 days (whether contiguous or not) or more during any 360- day period.

(e) “**Good Reason**” hereunder shall mean the occurrence of the following without Employee’s prior written consent: (i) the assignment to Employee of any duties or responsibilities which result in the material diminution of Employee’s then current position or (ii) relocation of Employee to an office greater than 50 miles from her current principal location of employment. Notwithstanding the foregoing, any actions taken by the Employer to accommodate a Disability of Employee or pursuant to the Family and Medical Leave Act shall not be a Good Reason for purposes of this Agreement.

(f) In the event of termination of Employee’s employment, the sole obligation of the Employer shall be its obligation to make the payments called for by Section 6(a) or 6(b) hereof, and the Employer shall have no other obligation to Employee or to her beneficiary or her estate, except as otherwise provided by law, under the terms of any other applicable agreement between Employee and the Employer or under the terms of any employee benefit plans or programs then maintained by the Employer in which Employee participates.

(g) Notwithstanding the foregoing provisions of this Section 6, the Employer shall not be obligated to make any payments to Employee under Section 6(a) hereof unless Employee shall have signed a release of claims in favor of the Employer in a form to be prescribed by the Board of Directors and all applicable consideration periods and rescission periods provided by law shall have expired.

7. **Non-Solicitation.** For purposes of this Agreement, the following definitions shall apply: (i) “**Company Customers**” means those customers or prospective customers of the Employer during the Term with which the Employer has or had a reasonable expectation of doing business; (ii) “**Competitive Services**” means products or services of the same type or nature as those sold or provided by the Employer during the Term; and (iii) “**Restricted Period**” means the period beginning on the Termination Date and ending on the date two (2) years after the Termination Date. Employee hereby acknowledges that, during and solely as a result of her employment by the Employer, she has received and shall continue to receive during the Term: (1) special training and education with respect to the operations of the Employer and other related matters, and (2) access to Confidential Information and business and professional contacts. In consideration of the foregoing and other special and unique opportunities afforded to the Employee by the Employer as a result of the Employee’s employment, the Employee hereby agrees as follows:

(a) **Non-Solicitation of Customers and Employees.** During the Term and the Restricted Period, the Employee shall refrain from and will not, directly or indirectly, as an independent contractor, employee, consultant, agent, partner, joint venturer, or otherwise, (a) solicit or counsel any Company Customer to terminate or otherwise interfere in any business relationship with the Employer for Competitive Services; (b) accept, with or without solicitation, any business from any Company Customer; or (c) solicit, directly or indirectly, any of the employees, agents or independent contractors of the Employer, or any other third party for which the Employer acts under contract, or any person who served the Employer in such a capacity during the twelve (12) months prior to the Termination Date.

(b) **Nondisparagement.** During the Term and thereafter, Employee shall refrain from making any statements to any person or organization (including without limitation members of the press and media) and other members of the public, which would disparage the Employer, its officers, managers, members or affiliates. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including without limitation, deposition in connection with such proceedings).

(c) **Remedies.** Employee agrees that upon a violation of this Section 7, the period during which such covenants apply will be extended by the number of days equal to the period of such violation. Employee further acknowledges that damages at law will be difficult, if not impossible, to measure accurately in the event that Employee violates the terms of this Section 7 and that the Employer would suffer substantial damages as a result of such violation. Accordingly, Employee agrees that upon a violation of any of

the provisions of this Section 7, the Employer will be entitled, at its option and in its sole discretion, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce any of such provisions of this Agreement, which injunctive relief will be in addition to any other rights or remedies available to the Employer.

(d) This Section 7 shall survive expiration of the Term and any termination of this Agreement.

8. Consent to Enforcement by Successor, Assignee or Third Party Beneficiary.

(a) The Employee acknowledges that the Employer's rights pursuant to this Agreement (including without limitation the rights set forth in Sections 7, 9 and 10) may be assigned by the Employer to a successor or assignee, whether by merger, stock sale, asset sale, or like corporate event, and recognizes that the restrictions imposed herein may be enforced by such successor or assignee or by any third party beneficiary.

(b) This Agreement and all rights of the Employee hereunder shall inure to the benefit of and be enforceable by the Employee's personal or legal representative, executors, administrators, successors, heirs, distributees, devisees and legatees.

9. Non-Disclosure. The following provisions shall survive expiration of the Term and any termination of this Agreement.

(a) **Confidentiality.** In carrying out the terms of this Agreement, Employer may disclose to Employee certain confidential, proprietary and trade secret information (the "**Confidential Information**"). Employee shall protect and keep confidential any and all Confidential Information and shall not use, disclose, or allow any third party access to any such Confidential Information, except to the extent contemplated by this Agreement. Employee shall use her best efforts to ensure that only employees of Employer, if applicable, and third parties whose duties give them a need to know such Confidential Information, shall have access thereto. All such persons and entities shall be instructed to treat the same as proprietary and confidential and the receiving party shall take such other measures to protect the confidentiality of such Confidential Information as it deems reasonable under the circumstances. Notwithstanding the foregoing, Employee shall not be liable to Employer with regard to any disclosure of Confidential Information of Employer which (i) was known to Employee, without restriction, at the time of disclosure, (ii) is disclosed with the prior written approval of Employer, (iii) was independently developed by Employee, without any use of the Confidential Information, or (iv) becomes known to Employee, without restriction, from a source who obtained such information other than through the breach of this Agreement by Employee and not otherwise in violation of Employer's rights.

(b) Delivery of Documents. Upon termination or expiration of this Agreement, Employee shall deliver to Employer all documents in her possession necessary or relating to the operation of Employer.

(c) Permitted Disclosures.

(i) Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Employee shall promptly provide written notice of any such order to the Board of Directors. Nothing in this Agreement prohibits or restricts the Employee (or Employee's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority.

(ii) Nothing in this Agreement in any way prohibits or is intended to restrict or impede the Employee from exercising protected rights, or otherwise disclosing information as permitted by law.

(d) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement:

(i) The Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(ii) If the Employee files a lawsuit for retaliation by the Employer for reporting a suspected violation of law, the Employee may disclose the Employer's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

10. **Proprietary Rights.**

a. Work Product. The Employee acknowledges and agrees that all right, title and interest in and to all writings, works of authorship, technology, inventions,

discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by the Employee individually or jointly with others during the period of her employment by the Employer and relate in any way to the business or contemplated business, products, activities, research or development of the Employer or result from any work performed by the Employee for the Employer (in each case, regardless of when or where prepared or whose equipment or other resources is used in preparing the same) all rights and claims related to the foregoing, and all printed, physical and electronic copies, and other tangible embodiments thereof (collectively, “**Work Product**”), as well as any and all rights in and to U.S. and foreign (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other Confidential Information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights, all improvements thereto and all similar or equivalent rights or forms of protection in any part of the world (collectively, “**Intellectual Property Rights**”), shall be the sole and exclusive property of the Employer.

b. Assignment of Rights. With respect to Work Product and Intellectual Property Rights made, conceived, or reduced to practice by the Employee (either solely or jointly with others) during the course of the Employee’s relationship with the Employer; and with respect to all Work Product and Intellectual Property Rights made, conceived, or reduced to practice by the Employee (either solely or jointly with others), within twenty four (24) months after termination of the Employee’s relationship with the Employer:

(i) The Employee hereby assigns and agrees to assign to the Employer all of the Employee’s rights in the Work Product and Intellectual Property Rights and all reissues, renewals and extensions thereof;

(ii) The Employee shall, during the period of her relationship with the Employer and at all times thereafter, promptly upon request by the Employer (without any charge to the Employee, at the sole expense of the Employer), execute, acknowledge and deliver to the Employer such written instruments and perform such other lawful acts as may be necessary, in the opinion of the Employer or its counsel, to obtain, maintain and enforce Work Product and Intellectual Property Rights and all reissues, renewals and extensions thereof and to vest the entire right, title and interest thereto in the Employer;

(iii) The Employee represents that she has no right, title or interest in

(c) Assignment. The Employee shall not assign all or any portion of her rights, obligations, or duties under this Agreement to any third party without the prior written approval of the Employer. Any assignment in violation of this provision shall be void and of no force or effect.

(d) Necessary Action. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

(e) Cost of Enforcement. In the event either party is required to institute legal proceedings to enforce any term or provision of this Agreement, the prevailing party in such proceedings shall be entitled to be reimbursed for its reasonable attorneys' and legal assistants' fees and costs incurred in connection with such proceedings. For this purpose, the term "prevailing party" shall mean the party whose position is substantially sustained in the settlement or in the final judgment rendered in any litigation.

(f) Venue. For those matters or disputes of any nature arising out of, connected with, related or incidental to the Agreement, the parties hereto hereby irrevocably submit themselves to the exclusive jurisdiction of the courts of the State of Florida located in each of Hillsborough and Pinellas County, Florida and to the jurisdiction of the United States District Court for the Middle District of Florida for the purpose of bringing any action that may be brought in connection with the provisions hereof. The parties hereto hereby individually agree that they shall not assert any claim that they are not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Service of process on either of the parties hereto with regard to any such action may be made by mailing the process to such party by regular or certified mail to the address of such person set forth herein or to any subsequent address to which notices shall be sent or in any other manner permitted by applicable law.

(g) Jury Trial Waiver. THE EMPLOYEE AND THE EMPLOYER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT BETWEEN THEM THAT ARISES AT ANY TIME OUT OF THIS AGREEMENT OR THE EMPLOYEE'S ASSOCIATION WITH THE EMPLOYER, WHETHER AT LAW OR IN EQUITY, WHETHER BASED ON A CLAIM OR COUNTERCLAIM ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR COUNTERCLAIM, AND INCLUDING WITHOUT LIMITATION CLAIMS UNDER TORT, CONTRACT, CORPORATE, AND EMPLOYMENT LAWS.

(h) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements related to Employee's employment with the Employer. Any oral representations or modifications concerning this

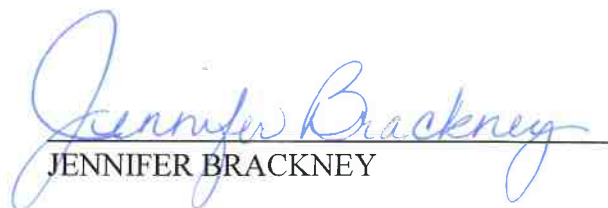
instrument shall be of no force or effect unless contained in a subsequent written modification signed by a duly authorized officer or agent of the party to be bound thereby.

(i) Counterparts. This Agreement may be executed in separate counterparts, whether by original signature or facsimile or electronic copy, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.


[Signatures to Follow]

IN WITNESS WHEREOF, the Employer and Employee have executed this Agreement as of the date first above written.

EMPLOYEE:


JENNIFER BRACKNEY

WORKNET PINELLAS, INC. (D/B/A
CAREERSOURCE PINELLAS)

By: 
Name: Jack Geller
Title: Board Chair