



February 11, 2022 – 8:00 A.M.

Virtual Zoom Meeting

*Join via Zoom- Meeting ID: 338 034 9468

[Zoom Link](#)

*Dial In via Phone – Meeting ID: 338 034 9468

Phone: +1 646-558-8656

Special Meeting of the Board of Directors Agenda

I. Welcome and Introductions Barclay Harless, Chair

II. Public Comment

Members of the public may raise their virtual hand during the Public Comment portion of the meeting. Members of the public who do so will be acknowledged by the Chair and provided up to three minutes to make public comment.

III. Roll Call

IV. Action/Discussion Item

- 1. Approval of Minutes – January 19, 2022..... Page 2
- 2. CEO Voluntary Resignation, Severance Agreement, and Appointment of Acting CEO
..... Page 10
- 3. Whistle-Blower Investigation Report Page 28

V. Adjournment

**All parties are advised that if you decide to appeal any decision made by the Board with respect to any matter considered at the meeting or hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

**If you have a disability and need an accommodation in order to participate in this meeting, please contact the executive assistant at 727-608-2551 or admin@careersourcepinellas.com at least two business days in advance of the meeting.*





Action Item 1 Approval of Minutes

In accordance with Article VII, Section 1.H. of the CareerSource Pinellas By-Laws: Minutes shall be kept of all Board and Committee meetings. Minutes shall be reviewed and approved at the next CareerSource Pinellas Board or Committee meeting as appropriate.

The official minutes of meetings of the Board and Committees of the Board are public record and shall be open to inspection by the public. They shall be kept on file by the Board Secretary at the administrative office of CareerSource Pinellas as the record of the official actions of the Board of Directors.

Attachments: The draft minutes from the January 19, 2022 meeting of the Board of Directors have been prepared and are provided to the Board for review.

RECOMMENDATION

Approval of the draft minutes, to include any amendments necessary.

**CareerSource Pinellas
Board of Directors Minutes**

Date: Wednesday, Jan 19, 2022 at 11:45 am.

Location: *Virtual Zoom

Call to Order

Board of Directors Chair, Barclay Harless, called the meeting to order at 11:46 a.m. There was a quorum present with the following board members.

Board Members in Attendance

Barclay Harless, Belinthia Berry, Candida Duff, Chris Owens, Commissioner Rene Flowers, David Fetkenher, Debbie Passerini, Dr. Rebecca Sarlo, Ivonne Alvarez, Jack Geller, Jody Armstrong, John Howell, Kenneth Williams, Kevin Knutson, Mark Hunt, Michael Jalazo, Michael Logal, Michele Mathews, Patricia Sawyer, Scott Thomas, Elizabeth Siplin.

Board Members Not in Attendance

Andrea Cianek, Celeste Fernandez, Glenn Willocks, Lisa Cane, Zachary White

Board Counsel

Stephanie Marchman

Guests in Attendance Allison Harrell, Stacey Kolka, Carolyn Binnet, Debbie McKinney

Staff in Attendance

Jennifer Brackney, Steven Meier, Kristopher Lucas, Jacqueline DuChene-Heyward, Amy Leuschke

Others in Attendance

Paul Ashe, Raymond Whittaker, Troy Casper

Chair's Report

Addressed DEO inquiry and response. Second formal complaint received on December 22, 2021 and indicated, Gray Robinson, Patrick Hagen would be conducting the investigation. The report was sent to the Board of Directors on January 17, 2022; however, it was not addressed at this board meeting to allow time for the board members to digest the information. It will be addressed at a future Special Board of Directors meeting to be called by the Chair Harless.

Discussion: Commissioner Flowers asked if there would be a vote at the meeting today, and if it should be an action item at the meeting today. Stephanie Marchman supported the suggestion to address the formal complaint at a future meeting.

CEO Report

In the CEO report, included a reviewing of a few recent developments, highlighting some transition activities for moving forward, providing a brief HR update, reviewing programmatic accomplishments, and wrapping up with performance measures.

First, the most recent formal complaint by an employee - that the board investigated, as allowed was addressed in the report. The Chair forwarded the outcome of this investigation to the Board of Directors

yesterday. It involved a CareerSource Pinellas document that is required to be posted to the website, and was not posted, for a period of time.

It was disappointing that the details surrounding such a day-to-day operational action became the source of a formal complaint, leading to hiring and expending funds to investigate this issue. This is not a good use of time or resources. Perhaps, most importantly, it further highlights the need to build a stronger internal culture as we move forward.

Secondly, yesterday CareerSource Pinellas experience difficulties with both with our website and our virtual platform. The IT professionals are researching these issues and will provide a report on what happened. We are also resetting passwords to protect these resources, and to ensure **only** authorized employees can access these systems.

Thirdly, the end of 2021 and the beginning of this year, have also brought forth concerns within our organization. They have been the subject of newspaper stories about our operations and led to the recent investigation undertaken by the CareerSource Pinellas Board, following the receipt of the first formal complaint. A copy of the detailed response was included in and will be provided to the Department of Economic Opportunity in response to their questions about this complaint.

It was noted that the report by an outside legal firm did not find any instances where a law, rule, or regulation was violated and did not find improper or unethical conduct.

However, the report did raise questions about our internal work environment and employee engagement. CareerSource Pinellas takes these questions seriously, and we are committed to working with the CareerSource Board of Directors and the entire CareerSource Team to tackle these concerns in the coming year. The work we do is vitally important, and the community deserves accountability from each of us.

CareerSource Pinellas has been in transition and change following 2018 and the actions by the former CEO. We have been focused on ensuring adherence to best practices and delivering solid and accurate results, and we understand these changes can be difficult and challenging.

And if that were not enough, we are all working through the transition to a new IT platform – the state-sponsored Employ Florida System, and the case management process. We have also lost key staff and have welcomed new talent to our team. Change has definitely been a constant for us all.

In response to the report's recommendations on enhancing morale, we are working closely with the executive leadership team to develop strategies to improve our workplace environment, including seeking outside assistance where needed. The Compensation Committee is scheduled to meet on February 3rd to outline a comprehensive strategy for moving forward on a positive path.

From training to collaboration to teamwork, I believe we have the opportunity to truly focus on creating the best workforce board in the state with a dedicated team that enjoys coming to work and finds fulfillment in what they do.

The service delivery model for CareerSource Pinellas is outlined in the comprehensive four-year Local Workforce Development Plan. This Plan was approved by the Board of Directors, the Pinellas County Board of Commissioners, and DEO. It remains in effect through June 30, 2024. The current organizational chart was provided and is reviewed with the Board of Directors and Compensation Committee.

The current staffing levels fully support the service delivery model and honor the operational objectives outlined by the Board. Currently, 56 employees are working at CSP, including 42 CSP employees and 14 employees from the Department of Economic Opportunity (DEO). There is a total of 49 CSP and DEO employees providing direct services to businesses and individuals within the One-Stop Career Centers.

Additionally, the CFO, CIO, COO, Directors, and Executive Assistant report directly to the CEO. The Leadership team is also supported by contracted vendors providing website and marketing/outreach support, internal monitoring, 24/7/365 cybersecurity monitoring, information technology management services, and a one-stop operator.

As of December 31, 2021, CSP had 42 active employees.

Ten employees exited the organization - 9 resignations, and sadly one member of the CSP team passed away. Of the nine resignations, 3 had active corrective action/coaching, one resignation was due to relocation out of state, and the remaining five were due to finding a new employment opportunity, family circumstances, or other personal reasons, as reported in our HR records.

As of December 31, 2021, a total of 5 new hires were chosen, and CSP is in the process of hiring for six positions, including counselors, navigator, an executive leadership position, and a supervisor.

As discussed in previous meetings, DEO updated their policy that limited extending participation to clients beyond set parameters. They directed CareerSource Pinellas, as well as all other local workforce boards, to exit files. This was done, and because these are lagging indicators, it will impact our performance last year and this year.

During the DEO programmatic monitoring in April 2021, there were NO WIOA findings. There were also no Findings in the DEO Financial Monitoring. And, as you will see in today's meeting, Thomas Howell Ferguson conducted the annual financial audit, and again, there were no instances of noncompliance.

Those clean audit reports are essential factors in building trust and demonstrating transparency and a commitment to best practices. I'd like to recognize all of the CSP employees who come together to deliver such strong results for our community and also our Board of Directors who ensure accountability and strong outcomes.

Again, if we work together, we have the opportunity to create the best workforce board in the state with a dedicated team that enjoys coming to work, and we look forward to working with each of you to accomplish that goal.

Action Item 1 – Approval of the Minutes – 12.15.21 Special BOD

The minutes of the December 15, 2021, Special Board of Directors meeting were presented for approval.

Discussion: A change of numerical order to the past minutes was discussed, amendment was requested.

Motion:	Mark Hunt
Second:	Michael Jalazzo

The minutes were approved as presented. This motion carried unanimously.

Action Item 2 – Approval of the Annual Financial Audit – Fiscal Year Ended June 30, 2021

The audit firm of Thomas Howell Ferguson P.A. completed the annual financial audit for WorkNet Pinellas, Inc. for the fiscal year ended June 20,2021

Highlighted items: Alison Harrell discussed presentation made to audit committee. The report of Independent Auditors, no-issues, or items to note was mentioned as part of this report. Testing over programs also reflects no findings.

Full cooperation between staff and Thomas Howell Ferguson PA.

Findings were clean, no items to report.

Recommendations:

Motion to approve was made, unanimously passed.

Discussion: No discussion followed

Motion:	Mark Hunt
Second:	David Fetkener

Action Item 3 – 2020 IRS Form 990

WorkNet Pinellas' IRS Form 990 has been completed for the period beginning July 1, 2020 and ending June 30, 2021. Based on 990 Disclosure requirements this form will be filed after approval by the full board of Directors.

Highlighted Items: Stacy Kulka Thomas Howell Ferguson, touched on different page services and schedules. Discussed blanks, due to no NA option. Page 6, Governance, Management and Disclosure was highlighted as particular interest to the Board as it identifies the responsibilities of the Board. All pages agree with audited findings.

Recommendations

Motion to approve was made, unanimously passed.

Discussion: No Discussion followed

Motion:	Jody Armstrong
Second:	Patty Sawyer

Action Item 4 – Budget Modification No. 2, Fiscal Year 2021 – 2022

Budget modification 2 addresses:

- Revenue increase of 1%
- Employment Services – One Stop Security and \$100k new grant award from DEO
- Program Expenses – Service provider contract decrease and Customer Support Services.
- Professional Fees – Accounting decrease, legal and lobby fee increase, Contract Labor increase and contract IT services change.
- Occupancy and the increased security cost.
- Office Equipment and software.
- Licenses, dues, and other fees.

Highlighted Items: Steve Meier, outlined reasons for modifications, grant and reallocation between accounts based on updated information. Quick highlight of changes was discussed.

Recommendations

Motion to approve was made, unanimously passed.

Discussion: No Discussion followed

Motion:	David Fetkener
Second:	Jody Armstrong

Action Item 5
Replacement of Vacancy in the officer Position of Secretary

Sheryl Nadler resigned from the Board of Directors and her position of Secretary. Per the Bylaws a replacement shall be elected to serve the unexpired term of office at the next regularly scheduled Board Meeting.

Action taken: Ken Williams agreed to replace Sheryl Nadler.

Recommendations:

Motion to approve was made, unanimously passed.

Discussion: No Discussion followed.

Motion:	Jack Geller
Second:	Belinthia Barry

Action Item 6
RFP Issuance – One Stop Operator

CareerSource Pinellas currently contracts with the Kaiser Group LLC, their contract, which is the 3rd renewal expires June 30, 2022. Request the RFP Issuance for a one-stop operator to be selected through a competitive process, via the Workforce Innovation and Opportunity Act (WIOA). Competition is intended to promote efficiency and effectiveness of one-stop operators, providing a mechanism for local boards to regularly examine performance and cost.

Request to issue RFP for future one-stop operator.

Highlighted items: Steve Meier discussed the request to issue an RFP for the future One-Stop Operator and the section process.

Recommendation:

Motion to approve was made, unanimously passed.

Discussion: No Discussion followed.

Motion:	Jody Armstrong
Second:	David Fetkener

Action Item 7
RFQ Solicitation – Annual 360 Review

CareerSource Pinellas is seeking the services of a consultant to assist with an annual 360 CEO/Senior Staff Review including communication and Leadership.

Discussion:

Dr. Sarlo asked what the hope of data collection is, as it's important to understand the intentions of a 360 Review. It is important to identify the usage.

Commissioner Flowers is also supportive of the 360 review, important to hear both good and bad feedback.

Dr. Sarlo also pointed out the value of a wholistic view; and that it should include all staff.

Michele Matthews stressed importance of examples of situations to help pinpoint items both good and bad to make improvements and identify weaknesses.

Michael Logal agreed that messaging was important because a 360 review can be a robust process. It will be important to ensure everyone understands the process to move forward.

Elizabeth Siplin reinforced this is a great tool identifying strengths and weaknesses. Suggested use of a unanimous survey as a follow-up.

Jacqueline Heyworth addressed feedback as 'respect'. Candid conversations are important tools to get the organization moving the right direction.

Jennifer Brackney reminded that as a public entity anonymous is not always possible. The results of the process are public record.

The motion was modified consider a request for quote from an outside provider to begin the process, honoring parameters as required by public entities.

Stephanie Marchman discussed those parameters, recommended hiring an outside company familiar with the public nature of the organization and the ability to complete the task.

RFQ solicitation was then broadened to include companies familiar with dealings of public entities.

Recommendation:

Amended motions to seek approval to (1) seek companies with familiarity of public entities and (2) expanding the review to include staff. Unanimously passed action item as amended.

Motion:	Commissioner Rene Flowers
Second:	Mark Hunt

General Counsel Update –

Attorney Stephanie Marchman provided a memorandum of review highlighting the review of changes in legislation, revisions to by-laws, audit opinion letter, and letter of support as well as whistle blower complaint investigation and public records request.

Other Administrative Matters –

There are no other administrative matters.

Information Item 1 – Response to the DEO Inquiry

CareerSource Pinellas received an inquiry from the Department of Economic Opportunity (DEO) dated January 6, 2022 requesting a detailed, written response to matters concerning the following topics:

- Service Delivery Model
- Staffing Levels
- Staff Development
- Grievance Procedures
- Participant Engagement

Response: CEO Jennifer Brackney Discussed response to the DEO.

Discussion: No Discussion.

Information Item 2- By-Laws Revisions

Draft revised By-laws as prepared by Stephanie Marchman, Gray-Robinson.

Discussion:

Dr. Sarlo discussed exploring and improving protocols on managing complaints and recommended seeking additional guidance on how to manage complaints. Chair Harless reports his conversation with counsel and provides guidance and best practices managing complaints. Dr. Sarlo requested that it might be helpful to prevent a minor situation such as posting to the website from becoming a formal complaint. She also suggested that if staff are sharing concerns with board members, it is important to share those concerns with the CEO and Board of Directors. Otherwise, the employees may not be feeling heard which could be the reason why some are using the formal complaint process instead of other avenues. Michael Jalazzo agreed, also requested clarity on procedures.

Chair Harless requested bylaws address a 48-hour prior to meeting for the agenda.

Public Comments

Chairman Harless received an offline request to publicly address the Board of Directors. Debbie McKinney raised her hand online, was acknowledged by Chair Harless, and provided public comment.

Open Discussion

Chair Harless reminded the Board of the upcoming Compensation Committee meeting February 3.

Commissioner Rene' Flowers, along with several other community leaders, is hosting an Affordable Housing Forum February 10-12.

A meet and greet is scheduled for Feb. 10 at the Dr. Carter G Woodson African American Museum, 2240 9th Ave. S, St. Petersburg, followed by two-days of information sharing at the SPC EpiCenter, 13805 58th St. N, Clearwater. Tickets may be purchased online.

No additional comments.

Meeting adjourned at 1:27 PM.



ACTION ITEM 2

CEO Voluntary Resignation, Severance Agreement, and Appointment of Acting CEO

CEO Jennifer Brackney seeks to voluntarily resign from her employment with CareerSource Pinellas in accordance with the terms set forth in the attached Severance Agreement.

Chair Harless has called this special meeting of the Board pursuant to Article VII, Section 1.F. of the CareerSource Pinellas By-Laws.

Attachments: The Severance Agreement and Jennifer Brackney's Employment Agreement and First Amendment thereto are provided to the Board for review.

RECOMMENDATION OF THE CHAIR

The Board accept Ms. Brackney's voluntarily resignation and approve the Severance Agreement.

The Board appoint an acting CEO of CareerSource Pinellas, subject to approval of the Pinellas County Board of County Commissioners, and direct staff to develop a proposed recruiting and hiring process for the next CEO of CareerSource of Pinellas for the Board's consideration at its next regular meeting.

SEVERANCE AGREEMENT AND GENERAL RELEASE

This **SEVERANCE AGREEMENT AND GENERAL RELEASE** (sometimes referred to as the “Agreement”) is entered into by and between WorkNet Pinellas, Inc. d/b/a/ CareerSource Pinellas (“CSPIN”) and Jennifer Brackney (“Brackney”).

WHEREAS, Brackney has decided to voluntarily resign from her employment with CSPIN;

WHEREAS, Brackney’s Employment Agreement with CSPIN provides her with severance pay in an amount equal to six (6) weeks of her current base salary should she be terminated by CSPIN not for Cause and CSPIN’s Employee Handbook provides that accrued and unused PTO may be paid to all terminating CSPIN employees;

WHEREAS, Brackney and CSPIN have determined that their respective interests would be best served resolving any and all complaints, disputes, and claims Brackney has or may have against CSPIN, including, but not limited to, all complaints, disputes, and claims arising out of Brackney’s employment with the CSPIN as of, and including, the date she signs this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants exchanged and other good and valuable consideration as set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, Brackney and the CSPIN, intending to be legally bound, hereby acknowledge and agree to the following:

I. Definitions

For purposes of this Agreement, the following Definitions shall apply:

A. Effective Date. The “Effective Date” of this Agreement is the date Brackney signs this Agreement.

B. Released Parties. The “Released Parties” are CSPIN, its current and former directors, officials, attorneys, representatives, agents, officers, executives and employees, whether acting in their official, individual, or personal capacity.

C. Releasing Parties. The “Releasing Parties” are Brackney, her heirs, executors, administrators, representatives, attorneys, agents, and assigns.

D. Administrative Proceeding. An “Administrative Proceeding” includes any charge, complaint, grievance, or any other action instituted with a federal, state, or local governmental agency, including the Hillsborough County Aviation Authority.

E. Employment Agreement. The “Employment Agreement” was entered into between CSPIN and Brackney effective November 1, 2019 and subsequently amended as to its term only.

II. Terms

A. Benefits. Upon the contingencies in Section II.B. being satisfied, CSPIN shall:

- (1) Remit severance pay in an amount equal to six (6) weeks of her current base salary, which is \$21,747.14, and pay her accrued and unused PTO, which is 349.30 PTO hours in the amount of \$31,651.16, to Brackney within twenty-one (21) calendar days by issuing a check payable to Brackney with a W-2 designation less regular

deductions and withholdings. Brackney assumes and retains any and all responsibility and obligation for the payment of any taxes attributable to, or owed on account of, the payment of these monies to her; and

- (2) Provide Brackney a neutral employment reference to include her name, position, and dates of employment with CSPIN and no other information should potential employers call CSPIN's Director of Human Resources; notwithstanding the foregoing, Brackney understands and acknowledges that the CSPIN is subject to the Florida's Public Records Law and should anyone request to copy or inspect her CSPIN personnel records or any other CSPIN records, CSPIN will and is permitted to produce such records for inspection and copying according to law.

B. Contingency. The benefits described in Section II.A. are contingent upon the following:

- (1) Brackney shall sign this Agreement and comply with all terms and conditions of this Agreement; and
- (2) Brackney shall voluntarily resign her employment with CSPIN effective the date and time the CSPIN Board of Directors approves this Agreement.

C. Not Otherwise Entitled. The parties agree that, apart from this Agreement, Brackney is entitled to no benefits or other consideration from the CSPIN. The Benefits described in Section II.A. are contingent upon Brackney signing this Agreement, her compliance with all of the terms and conditions of this Agreement, Brackney's voluntary resignation of employment with CSPIN, and satisfaction of all contingencies in Section II.B. Brackney specifically represents that she has been paid all wages, salary and other compensation which was due to her on account of any work performed for CSPIN and under her Employment Agreement and specifically that she has been paid all monies which were owed to her by virtue of or required by the Fair Labor Standards Act or other minimum wage or overtime compensation law, including, but not limited to, any liquidated damages and attorney's fees.

D. Acknowledgements and Revocation Period. Brackney acknowledges that she has read and understands this Agreement and moreover she specifically acknowledges the following: Brackney represents that she is of sound mind and body to enter into this Agreement, and that she enters into this Agreement freely and voluntarily. Brackney acknowledges that she is represented by counsel and has had an opportunity to consult with her counsel to review the legal significance and ramifications of this Agreement. Brackney also acknowledges that she has been offered at least twenty-one (21) days to decide whether or not to sign this Agreement and that she was encouraged to review this document with her attorney and has in fact reviewed this document with her attorney. Brackney also acknowledges that she understands that she has seven (7) days to revoke this Agreement after execution ("revocation period"). This Agreement shall not become effective or enforceable until the revocation period has expired.

E. Release. In exchange for the Benefits described in Section II.A. above, the Releasing Parties fully release and discharge the Released Parties from any and all claims of any nature, whether known or unknown, which Brackney may have arising from or in connection with Brackney's employment with the CSPIN through the Effective Date of this Agreement. Brackney represents that she has filed no suit, charge, claim, complaint, or action against the Released Parties with respect to her employment and has not authorized anyone else to do so on her behalf; and further agrees that she waives the right to recover any monetary award should either the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, the Department of Labor, or any other entity subsequently file a suit, charge, claim, or action against the Released Parties with respect to her employment with the CSPIN up to the Effective Date of this Agreement. Brackney further agrees that she will not institute any legal or Administrative Proceeding (as defined in Section I.D. above) on or after the Effective Date of this Agreement against the Released Parties as to any matter arising from or in

connection with Brackney's employment with the CSPIN through the Effective Date of this Agreement.

This release includes, but is not limited to, the following claims: any tort claim, intentional or negligent, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*; the American with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, as amended; any claims under the Florida Civil Rights Act of 1992, as amended, Section 760.01 *et seq.*, Florida Statutes; the Florida Whistleblower's Act, Section 112.3187 *et seq.*, Florida Statutes; the Florida Workers' Compensation Act; the Family and Medical Leave Act, 29 U.S.C. Section 2601 *et seq.*, as amended; the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*; Florida Statute § 448.08 relating to unpaid wages; the Florida and/or United States Constitutions, as amended; the Civil Rights Act of 1866 and 1871, 42 U.S.C. Sections 1981, 1983, 1985 and 1986; any claims for wrongful discharge, unlawful discrimination based on race, color, age, sex, national origin, disability, or religion, retaliation, harassment, hostile work environment, whistleblower retaliation, breach of contract, intentional or negligent infliction of emotional distress, invasion of privacy, assault and battery, negligence, negligent retention, negligent hiring, negligent supervision, false imprisonment, defamation, slander, interference with contract, or any other cause of action based on federal, state, or local law or the common law, whether in tort or in contract, and any other employment related benefit or compensation.

F. Non-Admission of Liability. Brackney and the CSPIN agree that they have entered into this Agreement in compromise of disputed claims and that entry into this Agreement is not an admission of liability or wrongdoing on the part of the Released Parties or Brackney. CSPIN specifically disclaims any liability or wrongdoing whatsoever.

G. Entire Agreement; Modification. The parties agree that this is the entire agreement between the parties except the parties acknowledge that Sections 7(b) and (c), 8, 9, 10, and 11 of the Employment Agreement remain in full force and effect. The Parties agree the non-solicitation provisions of Sections 7 and 7(a) are deemed terminated and shall be of no further force or effect. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement except for Sections 7(b) and (c), 8, 9, 10, and 11 of the Employment Agreement, which remain in full force and effect. No modification of this Agreement shall be valid unless it is in writing identified as an Amendment to the Agreement and is signed by Brackney and an authorized executive of the CSPIN.

H. Governing Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be Pinellas County, Florida.

I. Remedies for Breach.

(1) In the event that either Brackney brings an action against the CSPIN based on any claims released in this Agreement, the CSPIN, may, at its option and as applicable (a) demand the return of any payments that have been made under this Agreement; (b) plead this Agreement in bar to any such action; and (c) seek any and all remedies available, including but not limited to injunctive relief, monetary damages, and costs.

(2) In the event that CSPIN should breach this Agreement, Brackney will be entitled to bring an action for breach of this Agreement. In the event that Brackney shall prevail in such an action to enforce the terms of this Agreement she will be entitled to recover as appropriate and applicable, injunctive relief, monetary damages, and costs.

J. Severability. Each provision of this Agreement is intended to be fully severable. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable in any manner, the remainder of this Agreement will remain in force.

JENNIFER BRACKNEY ACKNOWLEDGES THAT SHE HAS CAREFULLY READ THIS SEVERANCE AGREEMENT AND GENERAL RELEASE, KNOWS AND UNDERSTANDS ITS CONTENTS, VOLUNTARILY SIGNS IT OF HER OWN FREE WILL, HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT, AND HAS IN FACT CONSULTING WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties sign this Agreement on the date indicated below with the intent to be bound by its terms and conditions.

CSPIN

Jennifer Brackney

By: _____

As its: _____

Date: _____

Date: _____

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “**Agreement**”) is made effective as of November 1, 2019 (“**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 November 30, 2019 (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 for the one month period shall be \$14,583.33, this is based on an annualized salary of \$175,000.00.

(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 or to any Work Product or Intellectual Property Rights, which has been made, conceived or reduced to practice by the Employee (either solely or jointly with others) prior to the commencement of the Employee’s relationship with the Employer.

c. Further Assurances. To the extent the Employer deems necessary or desirable to effect the intent of the assignment, transfers and set-overs provided for in Section 10(b), the Employee and her heirs, assigns and representatives shall, at the expense of the Employer (but without compensation), assist the Employer or its nominee to obtain

(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.

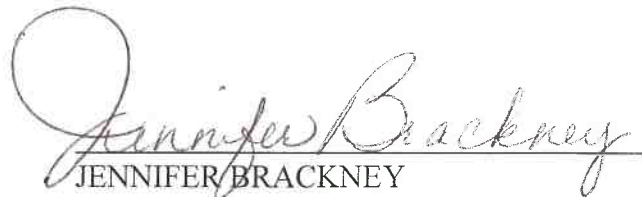
(h) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements related to Employee's employment with the Employer. Any oral representations or modifications concerning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

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (the “First Amendment”), is made and entered into this ____ day of October, 2020, by and between WorkNet Pinellas, Inc. (d/b/a CareerSource Pinellas), a Florida not-for-profit corporation (the “Employer”), and Jennifer Brackney (the “Employee”), both of whom understand as follows:

WHEREAS, Employer and Employee have heretofore entered into an Employment Agreement dated November 1, 2019 (the “Agreement”); and

WHEREAS, the parties desire to correct a scrivener’s error in said Agreement relating to the term of the agreement; and

WHEREAS, Section 2 of the Agreement, entitled “Term of Agreement”, mistakenly provides that the term of the Agreement both begins and ends on the same date, November 30, 2019; and

WHEREAS, the parties intended the Agreement to be for a three year term.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and this First Amendment thereto, Employer and Employee agree to amend the Agreement as follows:

Section 1. Section 2 of the Agreement is amended in its entirety to read as follows:

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 November 30, 2022 (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.

IN WITNESS WHEREOF the parties have executed this First Amendment to the Agreement in duplicate the date first above written.

Employee:

Jennifer Brackney

Employer:

Barclay Harless, Board Chair



Action Item 3

Whistle-Blower Investigation Report

Barclay Harless, Board Chair, received a whistle-blower complaint on December 21, 2021 (“Complaint”).

The Whistle-Blower Policy contained in the Employee Handbook and adopted by the Board (“Policy”) requires “[a]ll individuals to report in writing to the CEO of CareerSource Pinellas, or, if the allegation concerns the CEO, to the Board Chair, any misconduct, improper or unethical activities, or violation of any law, rule, regulation, internal control or policy for investigation.” The Policy further provides that “[t]he CEO or Board Chair, if the allegation is made about the CEO, will determine the appropriate investigation and action to be taken after reviewing the written complaint.”

In accordance with this Policy, Chair Harless asked for the assistance of an outside investigator to investigate the Complaint. Specifically, Patrick Hagen in the Tallahassee office of GrayRobinson was engaged under the existing legal services agreement with GrayRobinson.

Mr. Hagen has investigated the Complaint and issued an investigative report making findings and a conclusion with respect to the allegations in the Complaint. The Policy provides for Chair Harless to determine appropriate action in these circumstances (since the Complaint does not allege retaliation). As such, he has brought these findings and conclusion to the Board for review and to take any action the Board deems appropriate.

Chair Harless has called this special meeting of the Board pursuant to Article VII, Section 1.F. of the CareerSource Pinellas By-Laws.

Attachments: The Whistle-Blower Policy, Complaint, and Investigative Report are provided to the Board for review.

Recommendation of the Chair:

The Board adopt the findings and conclusion in the Investigative Report.

The Board take any action it deems appropriate as a result of these findings and conclusion.

MAINTAIN CONFIDENTIALITY:

You are expected to maintain the confidentiality of CareerSource Pinellas' confidential information. Do not create a link from your blog, website or other social networking site to the Company website without identifying yourself as a Company employee. Express only your personal opinions. Never represent yourself as a spokesperson for CareerSource Pinellas. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, clients or clients working on behalf of CareerSource Pinellas. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of CareerSource Pinellas. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of CareerSource Pinellas".

USING SOCIAL MEDIA AT WORK:

Refrain from using social media while on work time, unless it is work-related as authorized by the CEO or consistent with Company policy. Do not use a Company e-mail address to register on social networks, blogs or other online tools utilized for personal use.

PRESERVATION OF YOUR SECTION 7 RIGHTS:

Nothing in this policy will be interpreted or applied by CareerSource Pinellas to interfere, restrain or coerce employees in their exercise of rights guaranteed by Section 7 of the NLRA, including, but not limited to, the rights of employees to communicate with each other regarding wages, hours and terms and conditions of employment, and otherwise to engage in concerted activities for their mutual aid and protection or to refrain from such communications or activities.

Travel

CareerSource Pinellas shall make reimbursement and/or payment for the authorized travel expenses of its officers and employees in accordance with Florida law. To be eligible for expense reimbursement and/or payment, travel shall be for official business or welfare of the Company.

Whistle-Blower Policy

CareerSource Pinellas expects all individuals, including directors, officers, employees, staff, volunteers, contractors, interns, vendors or others, to act in accordance with all applicable laws, rules, regulations, ethical rules and Company policies at all times and to assist in ensuring that the Company conducts its business and affairs accordingly. If an individual has knowledge of unlawful, improper or unethical activities or conduct, he or she is obligated to report it as soon as possible as provided in this policy. Intentional and unintentional violations of laws, regulations, rules, internal controls, policies and procedures may occur and may constitute improper activities as defined within this policy.

The purpose of this whistle-blower policy is to formalize the policy to encourage all individuals to report to the Company, in writing, any activity, policy or practice that violates any law, rule or regulation. As provided by law, the Company does not tolerate retaliation against any individual because that individual has engaged in protected activity. It is a violation of this policy, however, for an individual to report information that the individual knows to be false. This policy does not provide an exhaustive description or recitation of the various laws that may provide protection against retaliation. The Company complies with any and all laws, including those that encourage reporting of misconduct and prohibit retaliation. It takes this obligation very seriously. As a result, the Company has established an initial administrative process for employees who allege that they have been retaliated against in response to activity protected by law. Additionally, any violation of this policy may result in disciplinary action, up to and including termination.

All individuals are obligated to report in writing to the CEO of CareerSource Pinellas, or, if the allegation concerns the CEO, to the Board Chair, any misconduct, improper or unethical activities, or violation of any law, rule, regulation, internal control or policy for investigation. In making a report, the reporting party is requested to be as specific as possible, including identifying witnesses, documents and other sources of information. This reporting may be the individual's only form of complaint or it may be supplemented by a further complaint to outside authority. The contact information for the CEO and Board Chair are as follows:

CEO
13805 58th Street N
Suite 1-401
Clearwater, FL 33760

Chair of the Board of Directors
c/o Equal Opportunity Officer
13805 58th Street N
Suite 1-401
Clearwater, FL 33760

The CEO or Board Chair, if the allegation is made about the CEO, will determine the appropriate investigation and action to be taken after reviewing the written complaint. The CEO or Board Chair must provide a copy of the complaint to the HR Business Partner.

During an active investigation of the complaint, all information related to the investigation is confidential and exempt from public access under Section 119.07(1), Florida Statutes, to the extent provided by law.

The initial administrative remedy for any individual who, after making a complaint, believes that he or she has been subjected to retaliation in violation of law or this policy, is as follows:

1. Within sixty (60) days of the alleged retaliatory action, the individual must make a written complaint to the Company's Human Resources Department. The Human Resources Department can be contacted at:

Human Resources Department
13805 58th Street N
Suite 2-140
Clearwater, FL 33760

2. The Human Resources Department shall provide a copy of the written complaint to the CEO. Within twenty (20) days after receipt of the complaint from the Human Resources Department, the CEO shall schedule a meeting with the individual. The individual may present any evidence or information at this meeting supporting his or her complaint and/or identify witnesses or other supporting documentation. In addition, the individual may be represented by legal counsel at this meeting. The CEO may conduct any investigation he or she deems appropriate, including requesting meetings with other individuals or a follow-up meeting with the complaining party, seeking other information or documents, or requesting the assistance of another internal or outside investigator. Within thirty (30) business days of the meeting with the complaining party, the CEO shall make a final decision and communicate that decision to the individual. The CEO shall have the authority to take any appropriate action, including, but not limited to, reinstating the employee with or without pay or affirming the adverse personnel action.
3. If the CEO is the complaining party's direct supervisor or if the complaining party is the CEO, then the Board Chair shall serve in the role as the CEO in this procedure with the Board making the final decision.



Barclay Harless

VP Market Leader, Commercial Banking

158 Beach Drive NE, St. Petersburg, FL 33701

O: 727-892-3087 | M:727-336-1690 | F: 727-823-7606

NMLS# 1426595

barclay.harless@ozk.com

ozk.com



Begin forwarded message:

From: [REDACTED]
Date: December 21, 2021 at 4:44:44 PM EST
To: Barclay Harless <barclay.harless@ozk.com>
Cc: [REDACTED]
Subject: WorkNet Pinellas, Inc. - Whistleblower Complaint

NOTICE: External Email - Sender is [REDACTED]. Please MOUSE HOVER all links and DO NOT open attachments unless verified by the sender that they are legitimate.

Chairman Harless,

The below allegation of non-compliance with Florida State Statutes concerns Jennifer Brackney, the CEO, so this notification is being reported to the Board Chair, Mr. Barclay Harless.

Per the Whistle-Blower policy included in the November 18, 2020, CareerSource Pinellas Employee Handbook:

CareerSource Pinellas expects all individuals, including directors, officers, employees, staff, volunteers, contractors, interns, vendors or others, to act in accordance with all applicable laws, rules, regulations, ethical rules and Company policies at all times and to assist in ensuring that the Company conducts its business and affairs accordingly. If an individual has knowledge of unlawful, improper or unethical activities or conduct, he or she is obligated to report it as soon as possible as provided in this policy. Intentional and unintentional violations of laws, regulations, rules, internal controls, policies and procedures may occur and may constitute improper activities as defined within this policy.

The following is a requirement from the 2021 Florida Statutes:

2021 Florida Statutes

445.007

(13) Each local workforce development board shall annually, within 30 days after the end of the fiscal year, disclose to the department, in a manner determined by the department, the amount and nature of compensation paid to all executives, officers, directors, trustees, key employees, and the highest compensated employees, as defined for purposes of the Internal Revenue Service Form 990, Return of Organization Exempt from Income Tax, including salary, bonuses, present value of vested benefits including but not limited to retirement, accrued leave and paid time off, cashed-in leave, cash equivalents, severance pay, pension plan accruals and contributions, deferred compensation, real property gifts, and any other liability owed to such persons. The disclosure must be accompanied by a written declaration, as provided for under s. 92.525(2), from the chief financial officer, or his or her designee, that he or she has read the foregoing document and the facts stated in it are true. Such information must also be published on the local board's website, or the department's website if the local board does not maintain a website, for a period of 3 years after it is first published.

Here is a Summary of the events pertaining to the preparation of the required compensation form:

- CareerSource Pinellas received an email from Caroline (Tisha) Womack, DEO, on Friday, June 18, 2021 (Exhibit 1) with the required schedule (Exhibit 2) to complete.
- An updated email was received on June 23, 2021 (Exhibit 3) with an FAQ (Exhibit 4) and updated form (Exhibit 5).
- The form was prepared for the fiscal year on a timely basis in accordance with the directions. The form included compensation information for the CEO and all directors who reported to her at any time during the year.
- The form (Exhibit 6) and email (Exhibit 7) was sent to Jennifer Brackney, CEO, on July 26, 2021, for her review and approval prior to submitting to DEO.
- Jennifer Brackney, CEO, approved the document and sent an email with her approval to me on July 26, 2021 (Exhibit 8).
- Once approved, [REDACTED] [REDACTED] certified the final document (Exhibit 9) under penalties of law and forwarded the document to Caroline (Tisha) Womack, at DEO, on July 26, 2021 (Exhibit 10). [REDACTED] copied April Torregiante with the email as Ms. Torregiante had access to the organization's website to upload the document as required.

- In accordance with the State Statutes, the certified Total Compensation document was uploaded and posted to the organization's website on July 26, 2021, by Ms. Torregiante.
- On October 22, 2021, Jennifer Brackney, CEO, requested Ms. Torregiante to remove the document from the website.
- Ms. Torregiante removed the document as requested from the website on October 22, 2021.
- Ms. Brackney requested that it be removed because she thought it may have been prepared incorrectly and may need to be consistent with the organization's Form 990
- There were a couple of conversations when Ms. Brackney indicated that she wasn't sure that the form was prepared correctly [REDACTED] emailed her on November 16, 2021, with definitions, blank form and her approval email (Exhibit 11). [REDACTED]
- On November 16, Jennifer Brackney, asked that April Torregiante not to modify the website any longer. It was communicated that all requests to the website needed to go through the marketing@careersourcepinellas.com email; an email that Jennifer Brackney monitors and controls. Once Jennifer approves the changes she will forward them onto our marketing/PR firm, Tucker Hall, who will be responsible for updates to the website.
- [REDACTED] asserted that the form was correct in at least one Program/Budget meeting, Ms. Brackney was still not convinced that the document was prepared correctly.
- On December 7, 2021 [REDACTED] emailed Caroline (Tisha) Womack, DEO, (Exhibit 12) asking for clarification whether [REDACTED] prepared the Total Compensation form correctly for 2020-2021.
- Caroline (Tisha) Womack responded on December 7, 2021 (Exhibit 13), that we completed the form correctly.
- [REDACTED] forwarded the email to Jennifer Brackney on December 7, 2021 (Exhibit 14), that the form as prepared and certified was correct. The required form was still not uploaded to the organization's website.
- We had a Program Operations/Budget Meeting on Monday, December 13, 2021, that was attended by Jennifer Brackney, Kris Lucas [REDACTED] mentioned during the meeting that [REDACTED] did not see that the required compensation form had been uploaded to the website. [REDACTED]

Conclusion

[REDACTED] have prepared the form correctly, certified the form and confirmed that the form for 2020-2021 is correct. Ms. Jennifer Brackney has been reminded multiple times since

December 7, 2021, that the Total Compensation document is required to be published on our organization's website. As of Tuesday, December 21, 2021, the required form still has not been uploaded in compliance with Florida Statute 445.007 (13) by or at the direction of Ms. Brackney causing the organization to be out of compliance with a State Statute.

Please let me know if you have any questions. In addition, please confirm receipt of this document and the associated exhibits.

Regards,

[REDACTED]

[REDACTED]

WorkNet Pinellas, Inc, dba CareerSource Pinellas

WARNING: This communication may contain privileged or confidential information and is intended solely for the addressee. This communication also may contain nonpublic personal information about consumers subject to the restrictions of the Gramm-Leach-Bliley Act (codified as amended at 15 U.S.C. § 6801 et seq.). You may not directly or indirectly reuse or disclose such information for any purpose other than to provide the services for which you are receiving the information. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing, or otherwise using any of this information. If you received this communication in error, please contact the sender immediately and destroy this message in its entirety and do not redistribute the contents in any electronic, verbal, or hard copy form. Note all email sent to or from this address will be received or otherwise recorded by the Bank OZK email system and is subject to archival, monitoring, or review by, and/or disclosure to, someone other than the recipient.

850-577-5477

PATRICK.HAGEN@GRAY-ROBINSON.COM

January 17, 2022

Barclay Harless
Board Chair
WorkNet Pinellas, Inc.,
dba CareerSource Pinellas

Re: December 21, 2021 Whistleblower Complaint by current CareerSource Pinellas Employee¹

I. INTRODUCTION

On December 21, 2021, Complainant emailed Barclay Harless (Board Chair) a whistleblower complaint (“Complaint”) alleging that Jennifer Brackney (CEO) violated section 445.007(13), Florida Statutes (2021), because the Florida Department of Economic Opportunity’s (DEO) Exhibit E, Total Compensation of Executive Leadership and Other Specified Employees (“Compensation Form”) is not published on CareerSource Pinellas’s website.

This investigation is being conducted under CareerSource Pinellas’s current Whistle-Blower Policy (found starting on page 54 of the Employee Handbook). That Policy provides that an individual is obligated to report “any misconduct, improper or unethical activities, or violation of any law, rule, regulation, internal control or policy” in writing to the Board Chair if the allegation concerns the CEO. The Board Chair “determine[s] the appropriate investigation and action to be taken after reviewing the written complaint.” Here, the Board Chair requested the assistance of an outside investigator,² and CareerSource Pinellas retained the undersigned counsel on December 27, 2021 to investigate the Complaint. This report is the final product of that investigation.

II. INVESTIGATIVE PROCESS

The undersigned counsel reviewed the following materials as part of this investigation:

1. The Complaint and its attachments;

¹ CareerSource Pinellas’s Whistle-Blower Policy requires that Complainant be afforded confidentiality “[d]uring an active investigation of the complaint.” *See* Employee Handbook at p. 55. Complainant has shared their name in various communications with current personnel at CareerSource Pinellas. However, as this report may be shared in a public meeting of the Board of Directors who may not know their identity and given the public nature of that meeting, their name has been withheld in an abundance of caution. Herein, the individual will be referred to as “Complainant.”

² CareerSource Pinellas’s Whistle-Blower Policy permits the Board Chair to “request[] the assistance of an[] . . . outside investigator.” *See* Employee Handbook at p. 59.

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2. CareerSource Pinellas's Employee Handbook and Whistle-Blower Policy;
3. Complainant's personnel file and performance evaluations;
4. Previous and current versions of the Compensation Form;
5. Emails about House Bill 1507 (2021); section 445.007(13), Florida Statutes; the Compensation Form; approval of the Compensation Form from the DEO; and requests for document uploads to and removal from CareerSource Pinellas's website;
6. CareerSource Pinellas's Organizational Chart;
7. Job descriptions of the employees in the Compensation Form;
8. CareerSource Pinellas's Pay Range by Job Family;
9. Executive Order Number 20-44;
10. House Bill 1507;
11. Summary of House Bill 1507 Memo;
12. Sections 445.007(13) and 92.525, Florida Statutes;
13. Local Workforce Development Board Compensation Disclosure FAQ;
14. November 17, 2021 Board of Directors Agenda and Approved Minutes;
15. December 15, 2021 Audit Committee Meeting Packet;
16. December 15, 2021 Special Meeting of the Board of Directors Modified Agenda;
17. Grantee-Subgrantee Agreement between CareerSource Pinellas and the DEO;
18. Instructions for Internal Revenue Service ("IRS") Form 990 (2021);
19. CareerSource Pinellas's IRS Form 990 (2020);
20. CareerSource Pinellas's IRS Form 990 (2019);
21. CareerSource Pinellas's IRS Form 990 (2018);
22. Employee Coaching Form and Performance Work Plan;
23. CareerSource Pinellas employee's website review and observations;
24. CareerSource Pinellas's website (<https://careersourcepinellas.com/>);
25. Other CareerSource regions' websites and Compensation Forms;
26. Tucker/Hall Agreement for Public Relations Services; and
27. Securance Renewal Agreement.

The following individuals were interviewed as part of the investigation:

1. Jennifer Brackney, CEO;
2. Steven Meier, Chief Financial Officer (CFO);
3. Kristopher Lucas, Director of Talent and Business Development, Interim Director, Workforce Programs;
4. Paul Ashe, Virtual Chief Information Officer (vCIO), Securance; and
5. April Torregiante, Former Director of Workforce Strategic Initiatives.

III. ASSESSMENT OF INTERVIEWEES' CREDIBILITY

The interviewees were found to be credible, albeit biased. The interviewees discussed their opinions on CareerSource Pinellas and this Complaint. While some described the failure to publish the Compensation Form on CareerSource Pinellas's website as "unintentional" or an "oversight," other interviewees based the failure on a "lack of trust" and "lack of communication." As for Complainant, they have consistently received "above standards" performance evaluations and received merit increases. Complainant has not received their 2021 evaluation. One of the interviewees had previous performance

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issues and received correction; however, their statements were found credible as corroborated by emails and documentation.

IV. FACTUAL FINDINGS

On June 18, 2021, Tisha Womack, the DEO's Chief of the Bureau of Financial Management, sent an email to the Local Workforce Development Boards, which included CareerSource Pinellas, with the subject line of "Total Compensation for Executive Leadership," and included the Compensation Form as an attachment. Ms. Womack advised that the Compensation Form was "*expanded* to include executives, officers, directors, trustees, key employees, and the highest compensated employees, as defined for purposes of the [IRS] Form 990." (Emphasis added.) Ms. Womack also instructed that the CFO would have to attest to the truthfulness of the information on the Compensation Form and that it "must be published on the board's website for a period of three years after its first publication." The Compensation Form included a definitions section, which defined "Executive Leadership" as the "Chief executive officer/executive director of the board *and those reporting directly to that position.*" (Emphasis added.)

On July 26, 2021, Mr. Meier completed the Compensation Form and emailed Ms. Brackney, "[p]lease review the [Compensation Form] and if you are good to go, I will certify, send to DEO and we can then post on our website." The Compensation Form included Ms. Brackney (CEO), Mr. Meier (CFO), five Program Directors, and an HR Director. That same day, Ms. Brackney responded, "Approved"; Mr. Meier certified the Compensation Form and emailed it to Ms. Womack; and Ms. Torregiante published the Compensation Form on CareerSource Pinellas's website.

Ms. Brackney advised that, sometime in October 2021, she asked why the Compensation Form was "defined for purposes of the IRS Form 990," but was expanded to include more employees than on the IRS Form 990. On October 19, 2021, Ms. Brackney emailed Ms. Torregiante, "I do want to comply with the subgrantee agreement[;] however, it is also important to have accurate, up-to-date information posted. Could we put posting information on the website on hold for a moment, and put in place an approval process." On October 22, 2021, Ms. Brackney asked Ms. Torregiante to "please remove the 990 salary from the website today," and included a link to the Compensation Form. Ms. Torregiante removed the Compensation Form.

On November 16, 2021, Mr. Meier explained to Ms. Brackney, "the reason that we included all directors that reported to you at any time during the fiscal year" is because of the definition of "Executive Leadership" on the Compensation Form, which includes the "Chief executive officer/executive director of the board *and those reporting directly to that position.*" (Emphasis added.) Ms. Brackney responded, "I may have approved based on the information you provided, however I'd like clarification. Why did you use one definition to define executive staff for the [IRS Form] 990 and a different definition for the [Compensation Form]? Why did you include just the directors, when the definition states 'and those reporting to this position.'" CareerSource Pinellas's Organizational Chart shows that Tucker/Hall (marketing), an executive assistant, and Paul Ashe (vCIO, Securance) also report directly to Ms. Brackney.³

³ CareerSource Pinellas has a contract with Tucker/Hall for public relations services and a contract with Securance for vCIO services; thus, Tucker/Hall and Securance could not be included on the IRS Form 990 or the Compensation Form.

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In November 2021, Ms. Brackney altered its process for requesting documents to be posted to its website, and instead of Ms. Torregiante posting documents, CareerSource Pinellas used a central email address (marketing@careersourcepinellas.com), which Ms. Brackney controls. Once Ms. Brackney reviews the request, she decides whether to send the document to Tucker/Hall to post to the website. For example, Ms. Torregiante emailed marketing@careersourcepinellas.com and requested replacement of CareerSource Pinellas's Pay Range by Job Family (information as of May 25, 2021) to the updated version (information as of September 23, 2021). Ms. Brackney claims that the updated version was posted; however, CareerSource Pinellas's website only has the May 25, 2021 version. Mr. Lucas advised that CareerSource Pinellas's website experienced issues when it transitioned to a new website. And Mr. Ashe confirmed the possibility that some of the documents on the website may have been removed on accident in the website transition.

On November 30, 2021, Ms. Torregiante asked Mr. Meier whether she could submit the Compensation Form to Ms. Brackney for approval to post to the website. On December 7, 2021, Mr. Meier responded that he had a conversation with a DEO employee, who indicated that "there is not much guidance" on the Compensation Form, and that the DEO has seen other local workforce development boards include "only C Suite folks and some only directors reporting to [the] CEO."⁴ However, the DEO employee felt that what CareerSource Pinellas submitted was "fine and satisfied the requirement." Mr. Meier then emailed Ms. Womack:

We have a question about the Total Compensation Schedule that I certified and submitted in July. In one of your emails you indicated that it should be prepared using Form 990 guidance. However, I prepared ours using guidance included on the form that defined executive leadership as those reporting directly to the CEO. Thus, I included all of our Directors who reported to the CEO at any time during the year regardless of their salary. As a result, this form will not match the individuals included in our 990; it includes more individuals? If you would like them to match, would you like us to resubmit this form? Please advise.

On December 7, 2021, Ms. Womack responded, "You completed the form correctly. The law includes a wider group of staff than the 990." Mr. Meier forwarded Ms. Womack's response to Ms. Brackney. Ms. Brackney claims she said, "If DEO is okay with the Compensation Form, then I am okay with it." But no documentation was provided to support that statement and, to date, the Compensation Form has not been republished to CareerSource Pinellas's website.

V. ANALYSIS

The issue is whether Ms. Brackney violated section 445.007(13), Florida Statutes, because the DEO's Compensation Form is not published on CareerSource Pinellas's website.

⁴ Out of the twenty-two CareerSource regions listed on Ms. Womack's June 18, 2021 email, only eleven complied with section 445.007(13) by having the Compensation Form published on their website. Moreover, out of the eleven that complied, about half limited their information on the Compensation Form to employee's in Part VII of IRS Form 990.

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CareerSource Pinellas “expects all individuals, including directors, officers, employees, staff, volunteers, contractors, interns, vendors or others, to act in accordance with all applicable laws, rules, regulations, ethical rules and Company policies at all times and to assist in ensuring that the Company conducts its business and affairs accordingly.” *See* Employee Handbook at p. 54 (emphasis added). “Intentional and unintentional violations of laws, regulations, rules, internal controls, policies and procedures may occur and may constitute improper activities as defined within this policy.” *Id.*

Here, Complainant alleges that Ms. Brackney violated section 445.007(13), Florida Statutes, because the Compensation Form is not published on CareerSource Pinellas’s website. Section 445.007(13) requires:

Each local workforce development board shall annually, within 30 days after the end of the fiscal year, disclose to the department, in a manner determined by the department, the amount and nature of *compensation paid to all executives, officers, directors, trustees, key employees, and the highest compensated employees, as defined for purposes of the Internal Revenue Service Form 990*, Return of Organization Exempt from Income Tax, including salary, bonuses, present value of vested benefits including but not limited to retirement, accrued leave and paid time off, cashed-in leave, cash equivalents, severance pay, pension plan accruals and contributions, deferred compensation, real property gifts, and any other liability owed to such persons. The disclosure must be accompanied by a written declaration, as provided for under s. 92.525(2), from the chief financial officer, or his or her designee, that he or she has read the foregoing document and the facts stated in it are true. *Such information must also be published on the local board’s website . . . for a period of 3 years after it is first published.*

§ 445.007, Fla. Stat. (emphasis added). Here, the Compensation Form was published on CareerSource Pinellas’s website on July 26, 2021. For almost three months, CareerSource Pinellas complied with section 445.007(13). However, on October 22, 2021, Ms. Brackney requested the Compensation Form be removed from CareerSource Pinellas’s website, and it has been off of the website for almost three months.

Ms. Brackney’s main concern with how the Compensation Form was completed was the additional employees included on it, but not included on the IRS Form 990. *See* Compensation Form (requires the “compensation paid to all executives, officers, directors, trustees, key employees, and the highest compensated employees, *as defined for purposes of the Internal Revenue Service Form 990*”) (emphasis added). Part VII of IRS Form 990 includes current officers, directors and trustees⁵ (no minimum compensation threshold); current key employees (over \$150,000 of reportable compensation); and the five current highest compensated employees other than officers, directors, trustees or listed key employees. CareerSource Pinellas’s 2020 IRS Form 990 included just Ms. Brackney and Mr. Meier. The Compensation Form, however, included Ms. Brackney, Mr. Meier, and six other employees. Nevertheless, the DEO described the list of employees to be included in the Compensation Form as “expanded,” and defined “Executive Leadership” as the “Chief executive officer/executive director of the board *and those reporting*

⁵ IRS Form 990 defines “Director or Trustee” as “a member of the organization’s governing body at any time during the tax year, but only if the member has any voting rights. A member of an advisory board that doesn’t exercise any governance authority over the organization isn’t considered a director or trustee.” The “Program Director(s)” listed on CareerSource Pinellas’s Compensation Form do not have any voting rights.

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directly to that position.” (Emphasis added). No matter the disconnect with IRS Form 990, the DEO’s December 7, 2021 email confirmed that the Compensation Form included more employees than on the IRS Form 990 (“You completed the form correctly. The law includes a wider group of staff than the 990.”).

VI. CONCLUSION

Substantiated. Whether intentional or not,⁶ the Compensation Form has not been, as of this date, republished on CareerSource Pinellas’s website, which constitutes a violation of section 445.007(13) and an improper activity per the Whistle-Blower Policy.

Sincerely,

/s/ Patrick M. Hagen

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PMH

⁶ Based on the interviews and materials reviewed as part of this investigation, Ms. Brackney’s violation of section 445.007(13) was likely “unintentional” in that she had reason to interpret the Compensation Form to include just her and Mr. Meier, as in CareerSource Pinellas’s 2020 IRS Form 990, and as other CareerSource regions have done. However, Complainant takes issue not with Ms. Brackney’s hesitation to republish the Compensation Form from October 22, 2021 to December 6, 2021, but from December 7, 2021 forward, when Ms. Womack responded, “You completed the form correctly. The law includes a wider group of staff than the 990.” At that point, the Compensation Form should have been republished to CareerSource Pinellas’s website. Yet, to date, the Compensation Form has not been republished.