



**GOVERNANCE
COMMITTEE MEETING
AGENDA**

Monday, May 8, 2017 at 2:00 pm
6800 N. Dale Mabry, Suite 134
Tampa, Florida 33614
Call-in: 866-866-2244
Access Code: 5194796

I. CALL TO ORDER

- A. Quorum Verification
- B. Approval of Minutes for March 31, 2017 Regular Meeting (Pg. 2)

II. PUBLIC COMMENT I

Individuals wishing to address the Early Learning Coalition of Hillsborough County Board of Directors must complete a Public Comment Request Card and submit it to the official recorder prior to the noticed start time of the meeting. Said comments will be limited to three (3) minutes per individual on a first come, first serve basis, and only at such time as is identified on the official meeting agenda for public comment. All public comment in Public Comment I must pertain to an item on the approved agenda.

III. OLD BUSINESS

IV. ACTION ITEMS

- | | |
|--|-------------|
| A. CEO Employment Contract (Pg. 5) | S. Robinson |
| B. 2017-2018 Board and Executive/Finance Meeting Calendar (Pg. 10) | S. Robinson |
| C. Election of Board officers (Pg. 12) | S. Robinson |

V. DISCUSSION ITEMS

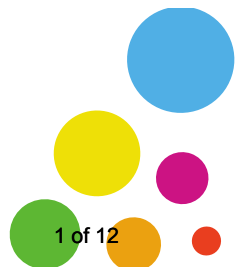
VI. ADJOURNMENT

UPCOMING MEETINGS

Executive/Finance Committee Meeting- May 8, 2017 at 3:30 pm
Board of Directors Meeting- June 12, 2017 at 3:30 pm

UPCOMING EVENTS

MyOn Summer Reading Summit- Tuesday, May 9, 2017
Provider Appreciation Day Open House- May 11, 2017 at IECP from 4:00 pm to 7:00 pm





MEETING ATTENDANCE

Facilitator: Dr. Shawn Robinson, Co-Chair

Committee Members Present:

Dr. Shawn Robinson, Kelley Parris, and Luke Buzard*

Committee Members Absent:

Angela Chowning and Aakash Patel

Board Members Present:

Marie Caracciola

ELCHC Staff

Dr. Steve Knobl and Kelley Minney

Other Attendees:

Marina Harkness

***indicates attendance by phone.**

CALL TO ORDER

Noting a quorum had been established, Co-Chair Robinson called the meeting to order at 10:06 am.

Approval of January 4, 2017 regular meeting minutes.

Kelley Parris made a motion to approve the January 4, 2017 Governance Committee meeting minutes. Luke Buzard seconded the motion. The motion carried unanimously.

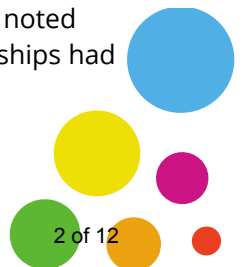
ACTION ITEMS

There were no Action Items.

DISCUSSION ITEMS

Mid-Year CEO Evaluation and Plan for Sharing Data and Summary with Board

There was a discussion regarding the mid-year CEO evaluations and board self-evaluations that were completed and submitted on March 14, 2017. The Committee determined from the mid-year CEO evaluations that Dr. Knobl was performing at an excellent level. The Committee noted that Dr. Knobl's leadership skills, community engagement, and his ability to build relationships had been his top strengths within his first 6 months of employment.



The Committee agreed to make the recommendation that Dr. Knobl was to focus on internal activities, which include creating a structure with both organizational and human resource components, such as professional development, procedures for staff evaluations, and performance improvement plans.

Ms. Kelley Parris recommended that staff consider offering a budget workshop next year for board members to attend prior to the budget approval.

Dr. Robinson stated that the most common response from the board members self-evaluations was their interest in learning about Roberts Rules of Order. Ms. Parris stated that the request for proposal (RFP) for the Quality Counts for Kids (QCFK) grant would be released in the fall, and requested that staff provide a presentation to the board regarding the QCFK program. Ms. Parris added that the QCFK grant was a competitive grant and that the application process was reviewed by a community committee and scored by the committee. Ms. Parris noted that a funding workshop would be available after the release of the RFP, but prior to the application deadline.

Board Policies

There was a discussion regarding board policies. The Committee made a recommendation to review board chair and vice chair responsibilities in the ELCHC Bylaws.

The Committee discussed a plan to review and amend policies and Bylaws annually, and agreed to meet in the summertime, with a date to be determined.

Executive/Finance Composition

The Committee discussed the composition of the Executive/Finance Committee and made a recommendation to add Committee chairs to the Executive/Finance Committee and to remove the at large board member.

Vice Chair Vacancy

Dr. Steve Knobl stated that he had received counsel from Attorney Steve Lee regarding the status of the Vice Chair vacancy and that until the Vice Chair seat is replaced that Mr. Buesing would, technically, still be considered on the board. Dr. Robinson stated that a recommendation would be made, if necessary, to replace the Vice Chair seat, but until then, Mr. Buesing would be asked to remain on the board.

2017-2018 Board Calendar

There was a discussion regarding the 2017-2018 Calendar. Dr. Steve Knobl stated that the Board calendar reflected a change from Monday meetings to Tuesdays and a new start time of 3:00 pm. Dr. Robinson stated that the Committee would make the recommendation to the full board to accept the board calendar. Kelley Parris added to the recommendation that, once approved, the board calendar would not be altered for the convenience of anyone.

Marina Harkness of the School District of Hillsborough County requested that public notice of meetings would be listed on the ELCHC website.

Chief Executive Officer (CEO) Agreement

The Committee discussed the CEO Employment Agreement. Ms. Parris stated that there was inconsistency within the employment agreement of the term "executive director" and "CEO" and asked for the next contract to be consistent. Ms. Parris noted that any references to policies within the employment agreement should match current personnel policies or that the staff develop such personnel policies.

The Committee agreed to make the recommendation to remove from the duties section of the CEO agreement the "reporting to the chair of the board" but to leave "to report to the board or Executive/Finance Committee when either is in session."

ADJOURNMENT

The meeting was adjourned at 11:18 am.

ACTION ITEMS

ITEM IV.A.

ISSUE:	Approval of CEO Employment Contract for FY 2017-2018
FISCAL IMPACT:	N/A
FUNDING SOURCE:	School Readiness
RECOMMENDED ACTION:	Approve CEO Employment Contract for Fiscal Year 2017-2018

NARRATIVE:

Minor revisions were made to the CEO Employment Contract for FY 2017-2018. The term "Executive Director" was changed to "Chief Executive Officer" or "CEO". At the March 31, 2017 Governance Committee meeting, the Committee made a recommendation to remove the sentence under the Duties section of the CEO employment Contract that reads, "otherwise the Executive Director reports to the appointed Chair of the Board."

If approved, the accompanying CEO employment Contract stipulates terms and conditions to which the Chief Executive Officer will be subject.

(Attachment)

CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of **July 1, 2017**, by and between the Hillsborough County School Readiness Coalition, Inc., D/B/A Early Learning Coalition of Hillsborough County, Inc., a nonprofit corporation operating in the State of Florida (hereafter "Coalition" or "ELCHC") and Stephen Knobl (hereafter "**CEO**" or "**Chief Executive Officer**"). The Coalition hereby employs the **CEO**, and the **CEO** hereby accepts employment on the terms and conditions hereinafter set forth.

1. Term of Employment

The initial term of this Agreement shall commence on **July 1, 2017**, and end on **June 30, 2018**. Thereafter the Agreement shall automatically renew for periods of one year each unless either party provides written notice on or before the first day of April that the Agreement will not be automatically renewed. This Agreement is subject to earlier termination as provided in Section 9 hereof.

2. Duties

The **CEO** shall perform the usual and customary duties associated with the position of **Chief Executive Officer** of an Early Learning Coalition as defined in the Coalition's job description of this position. These duties include, but are not limited to: oversight and staffing of all employment positions of the Coalition, facilitating and assisting the Board of Directors of the Coalition (hereafter "Board") in their policy making, planning and oversight of the Coalition, planning and governance of the day to day activities of the Coalition, oversee and be responsible for Coalition marketing and public relations and serve as the spokesperson for the Coalition to promote early learning issues to the public, and such other duties as may be prescribed for the **CEO** by the Board or the Executive Committee. The **CEO** will devote his full working time and best efforts to advance the interests of the Coalition in furtherance of policies established by the Board. The **CEO** reports to the Board or to the Executive Committee when either is in session. The **CEO** is the employed **Chief Executive Officer** of the Coalition with full authority for the management of its affairs subject only to the duties specified by the bylaws, state laws, other governing documents and this agreement. The **CEO** has sole and exclusive authority for the engagement and discharge of all other employees of the Coalition.

3. Compensation

During the term of this Agreement, the Coalition shall pay the **CEO** a base salary of one **hundred thirty-five thousand dollars** (\$135,000.00) per year, payable bi-weekly and subject to payroll deductions as may be necessary or customary for the Coalition's salaried employees. Any increase in base salary must be approved by the Board. This compensation plus benefits payable pursuant to paragraph 5 below, paid time off in accordance with paragraph 6 below and payment of expenses in accordance with paragraph 8 below constitutes the entire payment by the Coalition for the services of the **CEO**. Except as provided for by this Agreement, no other or additional compensation in any form will be considered or paid for the period of this Agreement unless voted upon by the Board specifically for the **CEO**. Nothing in this Agreement shall preclude the **CEO** from receiving stipends from third parties for consulting, conducting workshops, retreats or lectures if performed during paid time off and at his own expense, so long as such activities do not interfere or conflict with the duties as **CEO** as determined by the Executive Committee.

4. ELCHC Policies

Nothing in this Agreement shall be construed to modify, alter or conflict with the ELCHC Bylaws. In the event of a conflict between the ELCHC Personnel Policies and the terms of this agreement, the terms of this agreement shall prevail. The intent of the parties is that the relationship between the CEO and the Coalition will be governed by the Bylaws, the terms of this agreement and, except to the extent of a conflict, ELCHC's Personnel Policies.

5. Benefits

The Coalition shall provide the CEO with health insurance or compensation for health insurance and the other benefits available to all salaried employees of the Coalition, including payments made pursuant to the profit sharing plan and contributions to a 401(k) account. The Coalition reserves the right to modify, amend or terminate employee benefits, but with recommendations as to budgetary objectives from the CEO.

6. Paid Time Off (PTO)

The CEO shall earn paid time off in accordance with Coalition policies applicable to all employees. The CEO may accrue a maximum of three hundred (300) hours of unused PTO. Upon termination of this Agreement the CEO will be eligible for payout of accrued PTO up to a maximum of 300 hours.

7. Performance Evaluation

The Executive Committee of the Coalition shall review the CEO's performance annually and may consider whether an increase in base salary is appropriate. The CEO acknowledges his receipt and review of the documents containing the Coalition's performance review process and criteria.

8. Expenses

The Coalition shall underwrite or reimburse the CEO for all reasonable expenses incurred in connection with the Coalition's activities as allowed by Coalition policy, Office of Early Learning Policy or State Statute. Subject to budget constraints, the Coalition shall provide a reasonable allowance for the CEO's attendance at continuing education conferences.

9. Termination of Employment

The term of employment under this agreement is subject to early termination in accordance with this Section. Subject to paragraph 6 above, all accrued PTO will be paid in full to the CEO upon the last day of employment regardless of reason or rationale for termination (voluntary or involuntary).

a. By Coalition for Cause. The Coalition may terminate the employment of the CEO for cause at any time. "Cause" shall mean conviction of a felony or entry of a plea of no contest to criminal proceedings, regardless of whether there is an adjudication of guilt, gross neglect of duties, substance abuse, or material violation of this Agreement by the CEO. In the event of any such termination, the CEO shall have no claim for further compensation or severance pay, other than pay-out for all accrued PTO, beyond the date of termination.

b. Death or Disability. Employment shall terminate upon the CEO's death or permanent disability in which event the CEO, personal representative or estate shall receive such benefits as may be provided to all deceased employees under such employment policies as may be in effect at the time.

c. Resignation. The Chief Executive Officer may, at any time, resign upon not less than thirty (30) days prior written notice to the Coalition. The CEO will receive full compensation during that notice period. At its sole discretion, the Coalition will determine whether to require that the CEO perform the CEO's duties for the Coalition during that notice period. The

Coalition and the CEO will mutually agree upon any communications within the Coalition or to the public regarding the resignation.

d. By Coalition for Convenience. At the Coalition's discretion, the Coalition may terminate this Agreement for any or no reason upon thirty (30) days written notice. The parties may agree to an earlier separation. In the event of a termination for convenience, the CEO shall be entitled to be paid for the actual time worked plus ninety (90) days severance pay. In the event that a termination for cause is later determined to be invalid for any reason by a court or administrative proceeding, the termination shall automatically be converted to a termination for convenience.

e. Discontinuation of Services. The Coalition receives funding from the State through discretionary programs administered by the State of Florida. In the event State funding is terminated then the CEO's employment may terminate if there is not sufficient funding from other sources for the Coalition to continue operating.

10. Intellectual Property, Confidentiality, and Investments

The CEO recognizes and agrees that all copyrights, trademarks, or other intellectual property rights to created works arising in any way from the CEO's employment by the Coalition are the sole and exclusive property of the Coalition. The CEO agrees to not assert any such rights against the Coalition or any third parties. Upon termination of this Agreement by either party for any reason, the CEO will relinquish to the Coalition all documents, books, manuals, lists, records, publications or other writings, keys, credit cards, equipment, or other articles that came into the CEO's possession in connection with the CEO's employment by the Coalition. The CEO will maintain in confidence during and subsequent to the CEO's employment any information about the Coalition or its members which is confidential information or which might reasonably be expected by the CEO to be regarded by the Coalition as confidential.

11. Indemnification

The Coalition indemnifies, holds harmless, and will defend the CEO against claims arising against the CEO in connection with the CEO's performance of the duties of the CEO's employment by the Coalition to the extent permitted by law, but not with respect to claims successfully resolved against the CEO that the CEO engaged in fraudulent, grossly negligent, or criminal acts.

12. Alternative Dispute Resolution

Any controversy or dispute arising in connection with or relating to this Employment Agreement of the CEO's employment with the Coalition shall be submitted to mediation or other mutually agreeable alternative dispute resolution prior to the commencement of any action under this Agreement. The parties agree to negotiate in good faith toward a resolution of such controversy or dispute. If after completion of such mediation or other dispute resolution, the parties have failed to reach resolution, venue shall lie in Hillsborough County, Florida, on any court action brought under this Agreement.

13. Entire Agreement and Notices

This document contains the entire agreement of the Coalition and the CEO. It may not be changed orally but only by an agreement in writing signed by the Coalition and the CEO. This Agreement supersedes and cancels all previous agreements between the Coalition and the CEO. Any notices or other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, or sent by registered or certified mail, return receipt requested, to the party at the address of the

CEO on file at the office of the Coalition and to the Coalition at 6800 N. Dale Mabry Highway, Suite 158, Tampa, Florida 33614.

14. Successors

This Agreement is binding upon the Coalition and the CEO, their heirs, executors, administrators, successors, and assigns. Except as may be provided in policies approved by the Coalition Board or policies required by the State of Florida agency responsible for administering the School Readiness and Voluntary Pre-Kindergarten programs, the CEO will not assign or delegate any part of the CEO's rights or responsibilities under this Agreement unless the Executive Committee of the Coalition agrees in writing to the assignment or delegation. In the event dissolution of the Coalition, this Agreement will continue in force through the then-current period of employment. In the event of any merger, consolidation or reorganization involving the Coalition, this Agreement becomes an obligation of any legal successor or successors to the Coalition.

15. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

This Agreement is effective as of July 1, 2017.

BY: _____ DATE: _____
Board Chair

Chief Executive Officer DATE: _____

DRAFT

ACTION ITEMS

ITEM IV.B.

ISSUE:	Approval of 2017-2018 Board and Executive/Finance Meeting Schedule
FISCAL IMPACT:	N/A
FUNDING SOURCE:	N/A
RECOMMENDED ACTION:	Approval of 2017-2018 Board and Executive/Finance Meeting Schedule

NARRATIVE:

The attached document outlines the proposed FY 2017-2018 Board and Executive/Finance Committee Meeting Schedule for the Board's review.

Please note that the Board and Executive/Finance meetings are proposed to be held on a Monday afternoon at 3:00 pm.

(Attachment)

FY 2017-2018 MEETING SCHEDULE

EXECUTIVE/FINANCE COMMITTEE MEETING SCHEDULE

Monday, August 21, 2017

Monday, October 16, 2017

Monday, January 22, 2018

Monday, March 26, 2018

Monday, May 21, 2018

All meetings of the Early Learning Coalition of Hillsborough County Executive/Finance Committee are held at **3:00 pm** until the conclusion of business at 6800 N. Dale Mabry Hwy, Suite 134, Tampa, FL 33614 unless otherwise publicly noticed and/or noted above.

BOARD OF DIRECTORS MEETING SCHEDULE

Monday, September 18, 2017

Monday, November 13, 2017

Monday, February 12, 2018

Monday, April 23, 2018

Monday, June 11, 2018

All meetings of the Early Learning Coalition of Hillsborough County Board of Directors are held at **3:00 pm** until the conclusion of business at 6800 N. Dale Mabry Hwy, Suite 134, Tampa, Florida 33614, unless otherwise publicly noticed and/or noted above.

PLEASE NOTE: *This meeting schedule is posted on the ELCHC website located at <http://www.elchc.org>. Changes to any dates, times and locations of these meetings will be posted at all times. Members of the public may confirm by phone by calling (813) 515-2340. 4/18/17km*

ACTION ITEM

ITEM IV.C.

ISSUE:	Election of Board Officers for FY 2017-2018
FISCAL IMPACT:	N/A
FUNDING SOURCE:	N/A
RECOMMENDED ACTION:	Recommend a Slate of Candidates to Serve as Officers of the Board of Directors

NARRATIVE:

The Governance Committee has the responsibility of recommending a slate of candidates to serve as officers of the Board of Directors.

At the March 31, 2017 Governance Committee meeting, it was recommended to add Committee Chairs to the Executive/Finance Committee and remove the one (1) other member.