Juvenile Welfare Board Meeting: 2019: 07: 11: Minutes

Juvenile Welfare Board of Pinellas County.

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BOARD MEETING

THURSDAY, JULY 11, 2019

DIRECTLY FOLLOWING THE 9:00 AM
FINANCE COMMITTEE MEETING AND
CHIEF EXECUTIVE OFFICER (CEO) SEARCH COMMITTEE MEETING

JUVENILE WELFARE BOARD
14155 58TH STREET NORTH
EDMONDS NERI CONFERENCE ROOM
CLEARWATER, FL 33760

MINUTES

I. CALL TO ORDER

Mr. Brian Aungst, Jr., Board Chair, called the meeting to order at 9:03 AM. Mrs. Susan Rolston, Vice Chair, participated by conference call.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Aungst, Jr.</td>
<td>Board Chair</td>
<td>Present</td>
</tr>
<tr>
<td>Susan Rolston</td>
<td>Board Vice Chair</td>
<td>Absent</td>
</tr>
<tr>
<td>Rick Butler</td>
<td>Board Secretary</td>
<td>Present</td>
</tr>
<tr>
<td>Bob Dillinger</td>
<td>Public Defender</td>
<td>Absent</td>
</tr>
<tr>
<td>Michael Grego</td>
<td>Superintendent</td>
<td>Present</td>
</tr>
<tr>
<td>Bernie McCabe</td>
<td>State Attorney</td>
<td>Present</td>
</tr>
<tr>
<td>Michael Mikurak</td>
<td>Board Member</td>
<td>Present</td>
</tr>
<tr>
<td>James Millican</td>
<td>Board Member</td>
<td>Present</td>
</tr>
<tr>
<td>Patrice Moore</td>
<td>Sixth Judicial Court Judge</td>
<td>Present</td>
</tr>
<tr>
<td>Karen Seel</td>
<td>Pinellas County Commissioner</td>
<td>Present</td>
</tr>
<tr>
<td>James Sewell</td>
<td>Board Member</td>
<td>Present</td>
</tr>
</tbody>
</table>

II. ACKNOWLEDGEMENT

Mr. Aungst opened the meeting with an acknowledgement of Mr. Art O’Hara, the late R’Club Child Care, Inc. Executive Director. The Board offered their condolences to the R’Club staff and shared their memories of Mr. O’Hara and talked about his work for the Pinellas County children. A Service will be held on Saturday, July 27, 2019 at 2:00 PM at Greater Mt. Zion AME Church in St. Petersburg. More information is available on the R’Club website.

Ms. Rene Flowers, Vice-Chair of the R’Club Board of Directors, expressed her appreciation for the Board’s comments. Ms. Debra Ballinger, R’Club Acting Executive Director, announced the R’Club Board of Directors voted to rename the R’Club headquarters the Arthur O’Hara Administrative Building in memory of Mr. O’Hara.
Mr. Aungst asked for a Moment of Silence and then Dr. James Sewell led the Pledge of Allegiance.

III. CONSENT ITEMS

A. Approve Board Minutes for June 13, 2019
B. Accept Financial Report for June 2019
C. Accept Financial Committee Minutes for June 25, 2019
D. Accept CEO Search Committee Meeting Minutes for June 19, 2019

Mr. Aungst asked for approval of the Consent Items. There were no questions or discussion.

ACTION: Dr. Sewell moved to Approve the Consent Items as presented; seconded by Mr. Michael Mikurak. No further discussion, all in favor; motion carried.

IV. ACTION ITEMS

A. Ratify Finance Committee Recommendations from June 25, 2019

Mr. Jaruszewski said two actions were taken at the Finance Committee meeting. The first was the Release of the Early Learning Centers Clinical Consultation and Intervention Services Request for Proposals (RFP) to increase behavioral supports by dedicating two licensed therapists and one behavioral analyst to the ten JWB-funded learning centers, including $300,000 in partial year funding for FY19 and annualized funding of $675,000.

Mr. Jaruszewski briefly reviewed the RFP.

Commissioner Karen Seel questioned why there are no JWB-funded early learning centers in north Pinellas County. She suggested talking with the Early Learning Coalition of Pinellas County to expand the geographic coverage and open another center in the north section of the county.

Mr. Jaruszewski said it would be an excellent topic to be discussed at the next Board budget workshop.

Mr. Mikurak commented on the need for JWB to address the service deficit in north Pinellas County and suggested creating an ad hoc committee of the Board to address the issue.

ACTION: Dr. Sewell moved to ratify the Release of the Early Learning Centers Clinical Consultation and Intervention Services Request for Proposals (RFP) from the Finance Committee Recommendations from June 25, 2019 as presented; seconded by Mr. Mikurak. No further discussion, all in favor; motion carried.

The second recommendation from the Finance Committee was the Approval of the Children’s Mental Health Initiative Resource Request.

Mr. Jaruszewski reviewed the proposed funding to provide pediatric mental health screening and referrals at five Pinellas County Community Health Centers. He outlined the funding for FY19 and FY20 [See attached], and referred to a high-risk zones map [See attached] showing the schools located within a two mile radius of the health centers.
Mr. Mikurak inquired about the status of the workflow automation development. Ms. Lynda Leedy, Chief Administrative Officer, said it has not been started yet.

Commissioner Seel asked for clarification on the in-kind contribution from the Community Health Centers.

Mr. Jaruszewski said it was $1,390,000. JWB’s funding was $1.16M with $1.8M budgeted leaving a $640,000 balance that will be available as other needs are identified.

Commissioner Seel asked how many children were being served. Ms. Leedy said the Community Health Centers see 17,000 children annually, although not all of them need mental health services.

Dr. Grego suggested Ms. Leedy give her presentation before the Action Items and voting.

Mr. Aungst asked Ms. Leedy to provide Item V, a presentation on the Children’s Mental Health Initiative Implementation.

Ms. Leedy showed a PowerPoint presentation outlining the plans and explaining the importance of integrating a behavioral health specialist into pediatric practices and training pediatricians to screen the children for mental health problems.

The Board questioned if the Pinellas County Health Department completes pediatric screenings and how many children are served.

The Board commented on the need to focus on navigation and to think outside the box to address gaps. They continued to question the number and ages of the children who will be served and how the outcomes will be measured. There were additional questions about plans to reach out to the families of middle school and high school students who have been diagnosed with problems, but may not be able to access care.

Ms. Leedy reiterated how the initiative will incorporate universal screening of all children and increase access to mental health services over time. She stated how the initiative will develop core algorithms based on the screening results and evolve the workflow processes.

Dr. Grego encouraged Ms. Leedy to meet with Pinellas County Commissioner Kathleen Peters. Ms. Leedy said Commissioner Peters sits on the initiative’s steering committee. The discussion continued on the need to determine baseline figures to establish benchmarks for the number of children served.

Mr. Mikurak said he hoped that JWB would focus heavily on navigation as many times children are being sent to the wrong place. His recommendation was to think out of the box, find out what it is that we really want, see where the gaps are, and make changes.

Division Chief James Millican asked how we are reaching out to the gap areas. Ms. Leedy said the gaps are countywide and that problem has not been tackled yet.
Commissioner Cecel provided a brief overview of mental health discussions at a June 11, 2019 County Commission Work Session and said she believes the mental health community is doing better at collaborating. She volunteered to share a PowerPoint from the work session with the Board.

Mr. Aungst returned to Item IV.A., and called for a motion.

ACTION: Mr. Mikurak moved to ratify the Finance Committee Recommendation from June 25, 2019 I.B. under Item IV.A., as presented; seconded by Division Chief Millican. No further discussion, all in favor; motion carried.

B. Appoint Ms. Beth A Houghton as JWB’s Chief Executive Officer and Approve Employment Contract and Related Terms.

Mr. Aungst acknowledged Mrs. Rolston, Chair of the Chief Executive Officer (CEO) Search Committee, who was listening to the meeting by telephone. Mrs. Rolston said Dr. Sewell would present the agenda item.

Dr. Sewell acknowledged the work of Dr. Mary Grace Duffy, Cambridge Hill Partners, Inc., a consultant to JWB, who worked closely with Ms. Colleen Flynn, JWB’s legal counsel, and Ms. Saby Guidicelli, JWB’s Workforce Manager, to organize and lead the CEO Search Committee. He provided an overview of the work that included reviewing 410 applications, arranging seven committee meetings with the eight Board members who served on the committee, and scheduling six candidate interviews. The Board acknowledged that the JWB Bylaws require a CEO to be approved by seven members of the Board. Nine Board members were present all voting in favor of the appointment.

Dr. Sewell motioned to appoint Ms. Houghton as the JWB CEO.

ACTION: Dr. Sewell moved to appoint Ms. Beth A. Houghton as Chief Executive Officer, effective September 16, 2019 as presented; seconded by Mr. Mikurak. No further discussion, all in favor; motion carried.

After the vote, Dr. Sewell reviewed the proposed CEO contract terms to include an annual base salary of $170,000 with no Cost of Living Adjustment (COLA) in FY20. He indicated a meeting is scheduled on Monday, July 15, 2019 with Ms. Houghton to review the contract. Attorney Flynn said Ms. Houghton is agreeable to the contract terms. In response to questions from the Board, Dr. Sewell further explained the committee chose to offer a two-year contract instead of a standard three-year contract.

Dr. Sewell moved for the Board to accept the terms and condition of the contract.

Mr. Aungst called for a vote on the motion.

ACTION: Dr. Sewell moved for the Board to accept the terms and conditions of the contract for Ms. Beth A. Houghton as Chief Executive Officer, effective September 16, 2019 as presented; seconded by Mr. Mikurak. No further discussion, all in favor; motion carried.
Dr. Sewell then reviewed the requirements for the Florida Retirement System (FRS) Senior Management pension contribution class that will be submitted to FRS once the employment contract is signed. The document is requesting Dr. Biddleman and Ms. Houghton both receive Senior Management class during the two-week overlap of their respective contracts. [See attached]

**ACTION:** Dr. Sewell moved for the FRS to allow for the Senior Management Retirement Activity, and to allow for a two-week overlap of Dr. Marcie Biddleman and Ms. Beth A. Houghton as presented; seconded by Division Chief Millican. No further discussion, all in favor; motion carried

C. Approve September 2019 Regular Board Meeting Date and Time

Mr. Aungst asked for a motion to approve Monday, September 23, 2019 as the date for the September Regular Board meeting. The meeting will begin at 3:30 PM and be followed by the Final Truth in Millage (TRIM) hearing at 5:15 PM.

There was no discussion.

**ACTION:** Dr. Sewell moved to approve the September Regular Board Meeting Date and Time as Monday, September 23, 2019 at 3:30 PM as presented; seconded by Mr. Bernie McCabe. No further discussion, all in favor; motion carried.

D. Adopt FY20 JWB Regular Board Meeting Schedule

Mr. Aungst asked for a motion to adopt the FY20 JWB Regular Board Meeting Schedule.

There was no discussion

**ACTION:** Mr. McCabe moved to adopt the FY20 JWB Regular Board Meeting Schedule as presented; seconded by Dr. Sewell. No further discussion, all in favor; motion carried.

E. Approve JWB Bylaws Revision

Mr. McCabe said the revision is to name the Finance Committee as the Audit Selection Committee in response to s.218.391(2), Florida Statutes that became effective on July 1, 2019. The law specifies the composition of an audit selection committee for local governments, including Special Taxing Districts. The committee must contain at least three members, including at least one Board member, who shall serve as Chair of the committee. The committee cannot include any staff, however, the Chief Executive Officer or Chief Financial Officer may serve in an advisory capacity to the selection committee.

The current membership of the JWB Finance Committee complies with the statute regarding composition of an Auditor Selection Committee. As such, staff recommends the following language be added to Article V, Section 2 (b) on page four of the JWB Bylaws:

*Pursuant to s.218.391(2), Florida Statutes, the Finance Committee shall serve as the Audit Selection Committee and will follow the factors for evaluation of audit services as set forth in s.218.391 (3) and (4), Florida Statutes and all other applicable statutory requirements.*
ACTION: Mr. McCabe moved to approve the JWB Bylaws Revision as presented; seconded by Dr. Sewell. No further discussion, all in favor; motion carried.

F. FY20 Preliminary Budget and Adoption of the Proposed Millage Rate

Mr. Jaruszewski requested approval of the FY20 Preliminary Budget with a millage rate set at .8981 mills. He explained the final property valuation is 7.44 percent higher than prior year, resulting in an increase in property tax revenue of approximately $5.1 million. He outlined the components of the proposed budget including: a three percent COLA increase for staff; $1M for capital projects; and $1.1M for operational adjustments. He reviewed proposed funding decreases for the Prevention of Child Abuse and Neglect (PCAN) and Strengthening Community focus areas. The PCAN budget decrease is due to the realignment of the Children’s Mental Health Initiative funding. The Strengthening Community budget decrease for FY20 is due to one-time funding in FY19 for child care licensing for the Neighborhood Family Centers (NFC).

The Board requested staff monitor the reserve account.

Mr. Jaruszewski said the reserve account will be discussed at a Board workshop planned for April 2020.

Division Chief Millican said state law has changed with regard to FRS contribution rates and asked if we are addressing that in our budget.

Mr. Jaruszewski replied yes; all the numbers have been adopted.

ACTION: Mr. McCabe moved to approve the FY20 Preliminary Budget and Adoption of the Proposed Millage Rate as presented; seconded by Dr. Sewell. No further discussion, all in favor; motion carried.

V. PRESENTATIONS

Children’s Mental Health Initiative Implementation – Ms. Lynda Leedy, Chief Administrative Officer

The presentation was provided in conjunction with Item IV.A. Ratify Finance Committee Recommendations from June 25, 2019.

VI. CHIEF EXECUTIVE OFFICER’S REPORT

Dr. Biddleman reviewed myON®, the digital book program for all Pinellas County children, sponsored by Pinellas Education Association, JWB, and other community partners. She detailed the current myON® statistics that show 4,500 children are using the platform and have read one million books. This represents 2,000 more users across the county who read books provided through myON®. Dr. Biddleman announced myON® representatives have scheduled 48 community information sessions for families from July 22 – August 12, 2019.

The Board requested detailed statistics on myON® usage, including if children in the five high-risk areas of Pinellas County are reading with myON®.
Dr. Biddleman said JWB-funded agency provider contract meetings are scheduled. The Executive Team is committed to reading all the FY20 proposed contracts and attending the meetings. She said there will be a focus on improving measurement of outcome.

Mr. McCabe asked if program and financial monitoring concerns are addressed at the contract meetings and if the agency boards are notified of the matters. Dr. Biddleman said program and financial monitoring concern are addressed at special meetings. Dr. Sewell asked if program and financial monitoring concern letters are now mailed to the home addresses of the funded agency board chairs. Dr. Biddleman confirmed they are.

Dr. Biddleman announced JWB has received a bronze 2019 Telly Award for the FY18 annual report video, Leading the Way. She acknowledged the work of Ms. Gayle Kellon Christensen, Multimedia Producer, that is providing JWB with national exposure.

VII. INFORMATION ITEMS

Mr. Aungst asked if any Information Items needed to be pulled. There were none.

VII. OPEN AGENDA

Mr. Aungst told the Board to expect information soon about Dr. Biddleman’s retirement events.

There were no public comment cards.

Mr. Aungst announced there is no regular Board meeting scheduled in August, and the next meeting is Monday, September 9, 2019 at 5:15 PM for the first TRIM hearing. The next regular Board Meeting is at 3:30 PM on Monday, September 23, 2019 with the Final TRIM Hearing at 5:15 PM.

Mr. Rick Butler acknowledged the staff anniversaries.

VIII. ADJOURN

Mr. Aungst moved for adjournment at 10:18 AM. No further discussion, all in favor; motion carried.

Minutes Submitted by:

[Signature]

Rick Butler
Board Secretary
09/12/19
Children’s Mental Health Initiative Budget Allocation FY19-FY20

Below is the resource requested allocation for fiscal years 2019 – 2020. As needs are identified, additional budget allocation may be requested.

<table>
<thead>
<tr>
<th></th>
<th>FY19 CHC</th>
<th>FY19 JWB</th>
<th>FY19 Total</th>
<th>FY20 CHC</th>
<th>FY20 JWB</th>
<th>FY20 Total</th>
<th>FY19-FY20 Resource Request</th>
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<td><strong>Total Request</strong></td>
<td>$27,949</td>
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<td>$42,949</td>
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<td>$133,500</td>
<td>$1,117,606</td>
<td><strong>$1,160,555</strong></td>
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CHC = Community Health Centers
June 26, 2019

Ms. Kristin Baird
Retirement Specialist II
Florida Department of Management Services
P.O. Box 9000
Tallahassee, FL 32312-9000
Enrollment@dms.myflorida.com

Dear Ms. Baird:

This is a request to the Florida Retirement System to permit the Juvenile Welfare Board of Pinellas County, to allow two employees in the Chief Executive Position to receive Senior Management Credit during a brief employment overlap period. This overlap period is effective Monday, September 16, 2019 through Monday, September 30, 2019. The individuals to receive the Senior Management Credit are:

Current employee:        Marcie A. Biddleman
New hire:                Beth A. Houghton

Enclosed you will find the Employment Agreement for new hire Beth A. Houghton. Enrollment information will be provided after the new hire orientation.

For additional information regarding this request, you can reach me through:

Saby E. Guidicelli, MHR
Workforce Manager
Juvenile Welfare Board of Pinellas County
727-453-5632

Please advise and thanks for the consideration.

Sincerely,

[Signature]

Brian J. Aungst, Jr.,
Juvenile Welfare Board of Pinellas County, Chair

Enclosure: Employment Agreement
EMPLOYMENT AGREEMENT

This Agreement made and entered into this 15th day of July, 2019, by and between The Juvenile Welfare Board of Pinellas County, ("the Board"); and Beth A. Houghtan ("Employee"), both of whom agree as follows:

WITNESSETH

WHEREAS, the Board desires to employ the services of Employee as Chief Executive Officer effective September 16, 2019; and,

WHEREAS, it is the desire of the Board to provide certain benefits to, establish certain conditions of employment for, and to establish working conditions of said Employee; and,

WHEREAS, Employee desires to be employed by the Juvenile Welfare Board of Pinellas County effective September 16, 2019 as Chief Executive Officer;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

The Board hereby agrees to employ Employee upon the terms and conditions set forth herein. Employee will be required to perform the functions and duties as Chief Executive Officer as specified in the Bylaws of The Juvenile Welfare Board of Pinellas County, and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign. AS Chief Executive Officer Employee will be eligible to be enrolled in Senior Management Class of the Florida Retirement System (FRS). The Board will request FRS permit overlap for Employee and retiring EO in
Senior Management Class for the period of September 16 through September 30 prior to the retirement date of the current Chief Executive Officer\(^1\).

**Section 2. Term**

A. The Term of this Agreement is September 16, 2019 through September 30, 2021. This Agreement may be renewed or extended upon specific Board action and written agreement executed by both parties. The Board will give Employee written notice at least 60 days prior to September 30, 2021 if it does not intend to renew or extend this Agreement.

B. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time prior to the expiration of the term, subject only to the provisions set forth in Section 3 of this Agreement.

C. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from Employee’s position with the Board. However, in the event Employee voluntarily resigns Employee’s position with the Board, then the Employee shall give the Board sixty (60) days prior written notice. The Board, at its option, may elect to have Employee’s employment cease at a date prior to the end of the 60 day notice period subject to Employee being paid the unpaid balance of her salary for time actually worked, plus accrued leave balances as provided for by the same terms and conditions applied to other employees of the Board unless specifically amended by this Agreement.

\(^1\) Should FRS not approve the requested overlap, Employee will be a regular employee for FRS purposes until September 30, 2019 and will enter the Senior Management Class October 1, 2019.
Section 3. Termination Prior to Expiration of Term and Severance Pay

A. Without Cause: The Board may, at any time prior to the expiration of the term of this Agreement, terminate this Agreement without advance notice and end Employee's employment with the Board without cause. Provided Employee signs a release of all claims in favor of the Board drafted by the Board at the time of the termination without cause, Employee will be entitled to twelve (12) weeks of severance pay which shall be twelve (12) weeks of salary only and shall not include automobile allowance, nor shall it include the continued accrual of annual or sick leave. The twelve (12) weeks salary shall be an entitlement accrued under the conditions referenced herein and shall be paid without regard to whether the Employee has secured other comparable employment. In addition to the twelve (12) weeks of severance pay, Employee will also be entitled to be paid the unpaid balance of her salary for time actually worked and accrued leave balances as provided for by the same terms and conditions applied to other employees of the Board unless specifically amended by this Agreement.

B. With Cause: The Board may, at any time prior to the expiration of the term of this Agreement, terminate this Agreement without advance notice and end Employee's employment with the Board for cause. "For Cause" shall mean (1) conviction of Employee of felony or misdemeanor relating to her official duties or involving moral turpitude; (2) the Employee engages in "Misconduct" as defined in F.S. 443.036(29); or (3) willfully disobeys any lawful direct order from or policy of the Board. If the Board terminates this Agreement for cause the Board shall have no obligation to pay Employee any money other than the unpaid balance of her salary for time actually
worked and accrued leave balances as provided for by the same terms and conditions applied to other employees of the Board unless specifically amended by this Agreement.

C. **Dissolution:** In the event that JWB is dissolved for any reason, this Agreement and Employee’s employment with the Board shall be automatically terminated simultaneously with the dissolution. In the event of such dissolution and termination of this Agreement, the Board shall have no obligation to pay Employee any money other than the unpaid balance of her salary for time actually worked and accrued leave balances as provided for by the same terms and conditions applied to other employees of the Board unless specifically amended by this Agreement.

**Section 4. Salary**

Beginning September 16, 2019 the Board agrees to pay Employee for Employee’s services rendered pursuant hereto a base salary of One Hundred Seventy Thousand Dollars and 00/100 cents ($170,000.00) per year payable in accordance with the Board’s payroll cycle for all Board employees. Employee is not eligible for the anticipated annual raise that may go into effect October 1, 2019.

In addition, the Board may agree to increase said base salary and/or other benefits of Employee in such amounts and to such an extent that the Board may determine that it is desirable to do so on the basis of an annual salary review, which will be part of the annual performance evaluation as discussed herein.

In the event of an across-the-board reduction of wages of some or all Board employees, Employee agrees that her base salary may be reduced in an equivalent
percentage. Employee further agrees that such a reduction in her annual base salary is agreed upon and will not be a breach of this Agreement.

Section 5. Automobile

Employee shall be provided an automobile allowance of Seven Hundred Dollars ($700.00) per month, in lieu of any mileage reimbursement.

Section 6. Conflict of Interest

Employee shall be permitted to engage in such activities as teaching, writing, and professional consultation on Employee's time off so long as such activity has been approved in advance by the Board, and in no way interferes or conflicts with her duties as Chief Executive Officer.

Section 7. Dues and Subscriptions

The Board agrees to budget and to pay the professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in an appropriate number of national, state, and local associations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of the Board. Nothing in this paragraph shall prevent the Board from decreasing or eliminating the amount budgeted for such purposes.

Section 8. Professional Development

The Board hereby agrees to budget and to pay, consistent with current Board policy, the travel and related expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue an appropriate number of necessary official and other functions for the Board, including, but not limited to, the annual meetings of state
and national local government associations, and such other national, regional, state, and local groups or committees thereof which Employee serves as a member. Nothing in this paragraph shall prevent the Board from decreasing or eliminating the amount budgeted for such purposes.

Section 9.  Annual Leave

In lieu of the annual leave set forth in the JWB Personnel Policies and Procedures, Employee shall be entitled to Two Hundred and Forty (240) hours of annual leave on an annual basis effective October 1, 2019. Said annual leave will be credited to Employee in a lump sum on October 1, 2019 and thereafter annually on October 1 of each contract year. The Employee must use all annual leave within one year from the date it is credited to her. She will not be permitted to roll over annual leave from year to year and any remaining annual leave will be forfeited on September 30 of the year following its credit to her. Upon Employee’s separation of employment from the Board for any reason Employee shall be entitled to compensation for credited but unused annual leave for the current year unless prohibited by then current state law.

Section 10.  Retirement

As Chief Executive Officer Employee will be enrolled in the “Senior Management Class” of the Florida Retirement System. The effective date of enrollment in the “Senior Management Class” will be set by FRS as discussed in Section 1 of this Agreement. Contributions to the State Retirement System will be made in accordance with all current applicable laws. Should the applicable law change, this Section will be deemed
to be revised to comply with then current law and Employee agrees to the changes necessary by changes due to then applicable law.

Section 11. Other Benefits

Except as specifically provided for herein, Employee shall be provided the same benefits provided to executive management staff of the Board in accordance with the then current Board Personnel Policies. Any such policies may be implemented, amended, terminated or canceled by the Board at any time.

Section 12. Performance Evaluations

The Board will formally evaluate the performance of Employee each year at a time to be set in the Board’s discretion. This review and evaluation shall follow criteria and procedures determined by the Board. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance strengths and weaknesses, assess any salary increases and provide an opportunity for Employee to take affirmative action to address areas for development.

Section 13. Other Terms and Conditions of Employment

A. The Board shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Board Policies, Board Personnel Policies or any other law.

B. All provisions of regulations and rules of the Board relating to annual leave and sick leave, pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to
Employee as they would to other executive management level employees of the Board unless specifically amended herein provided the amendment herein is in compliance with then applicable law.


A. The text herein shall constitute the entire Agreement between the parties.

B. The recitals set forth in this Agreement are true and accurate and incorporated by reference. In addition, section headings are included in this Agreement for convenience of reference only, and shall in no way affect the meaning or interpretation of this Agreement.

C. This Agreement shall be binding upon and inure to the benefits of the heirs at law and executors of Employee.

D. This Agreement shall become effective on September 16, 2019.

E. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, The Juvenile Welfare Board of Pinellas County has appointed Employee as Chief Executive Officer effective September 16, 2019 in accordance with the procedures in its bylaws, approved the terms in this Agreement and caused this Agreement to be signed and executed in its behalf by its Board Chair, and the Employee has signed and executed this Agreement, both in duplicate, this date.
Vicka A. Hollon, Date: 7/15/19

J. W. Jr., Date: 7/11/19

Brian J. Aungst, Jr., Chair

Witness:

7/11/19