

AGENDA
EXECUTIVE COMMITTEE MEETING
FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL

6:30 PM ET – MARCH 2, 2026

“To advocate and promote meaningful participation in all aspects of life for Floridians with developmental disabilities”.

AGENDA

- | | | |
|-------|---|---------------------|
| I. | Call The Meeting To Order | <i>Eddie Hall</i> |
| II. | Welcome & Roll Call | <i>Eddie Hall</i> |
| III. | Adopt the Agenda** | <i>Eddie Hall</i> |
| IV. | Proposal for Separation from Service (Valerie Breen) **
<i>(Tabled from February 23, 2026 Meeting)</i> | <i>Greg Stewart</i> |
| | a. Summary of Proposal for Separation | |
| | b. Cost Analysis of Proposal | |
| | c. Summary of Contractual Terms | |
| V. | Continuation of Discussion concerning Discussion of Search for an Executive Director. ** <i>(Continued from February 23, 2026 Meeting).</i> | |
| VII. | Public Comment | <i>Eddie Hall</i> |
| VIII. | Meeting Adjourned | <i>Eddie Hall</i> |

**** Items that require vote**

Exhibits for Agenda:

- Exhibit A = Proposal for Settlement
- Exhibit B - Contract of Valerie Breen dated 9.7.23
- Exhibit C - Summary of Contract Terms
- Exhibit D - Cost of Proposal
- Exhibit E – By Laws of FDDC

EXHIBIT A

From: Ellen M. Leibovitch <EML@AssoulineBerlowe.com>
Sent: Tuesday, February 3, 2026 9:58 PM
To: Stewart, Greg <gstewart@ngn-tally.com>
Cc: Juliana Alvarez <JA@assoulineberlowe.com>; Danielle Towery <Danielle.Towery@jmco.com>
Subject: RE: Valerie Breen - PRIVILEGED AND CONFIDENTIAL SETTLEMENT COMMUNICATION
Importance: High

Greg –

I sent you my email well over a week ago without any acknowledgment. I understand that you are attempting to investigate the events at the January 22 closed meeting but have been unable to secure statements from, among others, chairman Eddie Hall.

Greg, my client's patience has run thin. Enrique Escalon has been plotting Valerie's demise for some time, so she wants to make this easier for everyone and just be done. Valerie will agree to a termination without cause under Section V.3. of the September 7, 2023 Employment Agreement and is willing to accept a 30 (rather than 60) days' notice. As such, she would receive her compensation through the date of termination, plus a lump sum payment equal to 20 weeks' severance (salary), 20 weeks' health benefit reimbursement, and 120 hours of PTO within 60 days thereafter.

I hope you understand that Valerie no longer wants her professional reputation tied to FDDC. Each day, Valerie sees her authority challenged and her role diminished while her liabilities as Executive Director remain, a situation that has become untenable. Valerie deserves to retire with dignity and will not allow Enrique and his cohorts to defame her any longer. He can lead an expedited search for Valerie's successor (which is precisely what he asked for during the inappropriate closed meeting), and Valerie's staff can fill in as needed.

Please let me know if this is a proposal to which the FDDC can agree.

Thank you.

Ellen

Ellen M. Leibovitch
Board Certified Labor & Employment Lawyer

ASSOULINE & BERLOWE
THE BUSINESS LAW FIRM

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EXHIBIT B

EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR

This Employment Agreement (the "Agreement") is made and entered into on this 7 day of September, 2023, by and between the FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL, INC., a Florida Corporation Not-for-Profit, authorized by the Laws of Florida (the "Council"), and VALERIE BREEN, of Tallahassee, Florida (the "Employee"). Collectively, the Council and the Employee shall be hereafter be referred to as the "Parties".

NOW THEREFORE, for good and valuable consideration sufficiency and receipt of which is acknowledged by the Parties.

I. EMPLOYMENT OF EMPLOYEE

Effective October 1, 2023, the Council shall employ the Employee as its Executive Director, and the Employee shall accept such employment upon the following terms and conditions.

II. DUTIES

The Employee shall serve as the Council's Chief Executive Officer, reporting to its Chairperson and Executive Committee. The Employee is generally responsible for the day-to-day operations of the Council's business, overseeing and coordinating all fiscal, policy, planning, advocacy, program administration and staffing requirements. Additionally, the Employee is responsible for assuring the Council's continued compliance with all federal and state statutes, rules and regulations associated with the Administration on Intellectual and Developmental Disabilities, United States Department of Health and Human Services; and all federal and state statutes, rules and regulations applicable to the Council's maintenance of its status as a Not-for-Profit corporation. The Employee shall also perform such other reasonable duties related to the purposes of the Council as the officers and directors of the Council may delegate to the Employee or as may be provided for in the Bylaws of the Council or the Employee's position description.

The Employee shall be evaluated on the performance of her duties by the Executive Committee, at least annually, (which would normally occur in the spring but may be

scheduled as established by the Executive Committee). Such evaluation shall be conducted pursuant to the "Performance Evaluation for Executive Director," in accordance with the procedures set forth in the Council's Bylaws.

III. COMPENSATION AND BENEFITS

Effective October 1, 2023, the Council shall pay the Employee an annual salary of \$141,089.00 withholding and paying all necessary FICA, federal income tax, and other required payments in accordance with applicable federal and state law. The Employee shall be paid on the same payment basis and schedule as other Council employees.

Subsequent to the effective date of this Agreement, the Employee may be considered for salary raises and/or merit increase in conjunction with the completion of the Employee's annual performance evaluation in accordance with the salary compensation process that is applied to all other Council employees based on performance and the approved annual merit matrix. Recommendations as to salary increases and/or merit increase shall be made by the Executive Committee.

The Council shall provide paid time off equivalent to thirty-five (35) days annually to the Employee and pay for and provide health insurance coverage for the Employee. Additionally, the Employee shall be provided life insurance benefits, participation in the Council's retirement plan, and other benefits as are enjoyed by all other full-time Council employees. The current benefits as of October 1, 2023, are described in Attachment A.

The Council shall pay Employee's dues to the profession-related association(s) of her choosing, which are related to the business of the Council, in an amount not to exceed \$350 per year. Additionally, the Council shall pay tuition, travel and such other fees and costs as are necessary to allow the Employee to attend seminars, educational courses, profession-related association meetings, and such other meetings pertaining to Council business as may be appropriate and are approved by the Council's Chairperson, pursuant to Council policy. Such amounts shall not exceed \$2500 per year unless specifically approved by the Executive Committee. The Employee shall be reimbursed for Council-related travel and other out-of-pocket expenses in accordance with the same policies applicable to all other Council employees.

IV. TERM

The term of Agreement shall commence on October 1, 2023, and shall terminate on September 30, 2024 (the "Initial Term"). This Agreement may be extended for up to two (2) additional one-year terms. At the end of the Initial Term, this Agreement shall be automatically renewed for the additional one-year term (the "First Renewal Period") unless either Party provides the other with written notice at least sixty (60) days prior to the end of the Initial Term of their intent not to renew the Agreement. The same procedure shall be utilized for the second one-year renewal term (the "Second Renewal Period") following the First Renewal Period. Notice may be provided by hand delivery, U.S. Mail or by email.

V. TERMINATION

This Agreement and the Employee's employment with the Council, may be terminated, as follows:

1. Termination by Expiration. If this Agreement is not extended or renewed, as provided above with sixty (60) days' notice, the Employee's employment with the Council shall be deemed to be terminated upon the expiration of the Initial Term of this Agreement or the expiration of either the First or Second Renewal Period, as applicable. In the event that the Agreement is terminated at the end of the Initial Term or at the end of the First Renewal Period, then the Employee shall be entitled to payment of her salary and all benefits to the date of termination and additionally will be compensated in an amount equal to her salary and benefits for a period of twenty (20) weeks (the "Severance Payment") following the expiration date of the Initial Term or the First Renewal Period, and shall also be entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours. Such Severance Payment shall be paid in a lump sum payment within sixty (60) days of the date of termination. The Employee shall not be entitled to any Severance Payment in the event that the Agreement is terminated at the end of the Second Renewal Period. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination. In consideration of the acceptance of the Severance Payment, the Employee shall agree to release the Council, the Executive Committee, the Officers and the Employees from any and all liability, claim or cause of action resulting from the termination

of her employment from the Council.

2. Termination Due to Inadequate Funding. Should funding of the Council under the federal Developmental Disabilities Assistance and Bill of Rights Act, 42 U.S.C. S. 6001, et seq., not be authorized, or should the Council otherwise not continue to be sufficiently funded, this Agreement may be terminated by the Council, upon sixty (60) days advanced written notice to the Employee. The determination of the continued sufficiency of funding shall be in the sole discretion of the Council. In this event the Council provides notice of termination under this provision, the Employee shall be entitled to payment of her salary and all benefits, through the date of termination, and shall be entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination.

3. Termination without Cause. Should the Council determine to terminate the Employee's employment without cause prior to the expiration of the Initial Term of this Agreement or the expiration of either the First or Second Renewal Period, the Employee shall be given a minimum of sixty (60) days advanced written notice prior to the effective date of such termination. In the event that the Agreement is terminated without cause, then the Employee shall be entitled to payment of her salary and all benefits to the date of termination and additionally will be compensated in an amount equal to her salary and benefits for a period of twenty (20) weeks (the "Severance Payment") and shall also be entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours. Such Severance Payment shall be paid in a lump sum payment within sixty (60) days of the date of termination. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination. In consideration of the acceptance of the Severance Payment, the Employee shall agree to release the Council, the Executive Committee, the Officers and the Employees of any and all liability, claim or cause of action resulting from the termination of her employment from the Council.

4. Termination by Employee. The Employee may voluntarily terminate her employment with the Council at any time, upon a minimum of sixty (60) days advanced

written notice. In the event of an Employee-initiated termination, the Employee shall be entitled to payment of her salary and all benefits through the date of termination of employment and shall be entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination.

5. Termination for Cause. The Employee's employment with the Council may be terminated for cause. Cause for termination may come in various forms including but not limited to unsatisfactory performance of the job functions, the commission of a felony or a felony or misdemeanor related to the Employee's employment, or the commission of a major violation(s) of the Council policies or repeat violations of its provisions.

In the event that the Employee is cited for unsatisfactory performance, either during her performance evaluation or at any other time, upon written notice thereof, the Employee shall be given a period of sixty (60) days to attempt to remedy the stated deficiencies. If the Employee fails to cure the deficiencies to the satisfaction of the Executive Committee within the stated period, or within an agreed upon extension of that period if progress toward a remedy is being made, the Employee shall be terminated, effective at the end of the stated period within which the remedial action was to have occurred. Such termination shall be deemed a termination for cause.

If the cause is unrelated to the Employee's performance or is of such a serious nature that an attempt to remedy the situation would be detrimental to the best interests of the Council, the Employee's termination will be effective immediately upon the Employee being so notified. The determination that the cause shown is of such a serious nature that an effort to cure should not be given shall be in the sole discretion of the Executive Committee.

In the event of a termination for cause, the Employee shall be entitled to payment of her salary and benefits, through the date of her termination of employment; but she shall not be entitled to any Severance Payment or for the payment for any unused accrued Paid Time Off. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination.

VI. SEVERABILITY

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

VII. AMENDMENTS

This Agreement may be amended only upon the express written mutual agreement of both parties.

VIII. ASSIGNMENT

This Agreement is personal in nature and may not be assigned by either party except upon the express written mutual agreement of both parties.

IX. WAIVER OF DEFAULT

A failure by either party to insist upon strict performance by the other of any provision of this Agreement from time to time or to exercise any right hereunder, shall not be deemed a waiver of such right applicable to future conduct or the accrual of future rights.

X. GOVERNING LAW/DISPUTE RESOLUTION

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida and no other. The venue for any legal action or other proceeding which might arise from this agreement shall be Leon County, Florida. Any controversy or dispute which might arise between the Council and the Employee relating to the terms and conditions of the Employee's employment with the Council; or this Agreement, its terms, or the enforcement thereof, shall be settled by binding arbitration. The conduct of any such arbitration proceedings shall take place in Leon County, Florida, and shall be in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes.

THE RESOLUTION OF ANY DISPUTE ARISING OUT OF THE TERMS OF THIS AGREEMENT OR AS A RESULT OF THE EMPLOYEE'S EMPLOYMENT WITH THE COUNCIL SHALL BE THROUGH BINDING ARBITRATION PROCESS SET FORTH ABOVE AND THAT PROCESS SHALL BE THE EXCLUSIVE PROCEDURE UNDER WHICH THE PARTIES SHALL ADDRESS ANY SUCH DISPUTES.

XI. ENTIRE AGREEMENT

It is specifically stipulated by the parties that there are no verbal agreements or understandings between them affecting this Agreement, and that this Agreement constitutes the sole and entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto, lawfully authorized, have executed this Agreement, in duplicate, on the day and year first written above.

FLORIDA DEVELOPMENTAL
DISABILITIES COUNCIL, INC.

Alicia Hankes
Witness

By: [Signature]
Kevin Johnson

Amanda Johnson
Witness

Its: Chairperson

VALERIE BREEN

[Signature]
Witness

By: Valerie Breen
Employee

Date: 9/1/2023

Jan Breen
Witness



**Florida Developmental Disabilities Council, Inc.
Current Employee Benefits:**

Insurance Paid on Behalf of employee includes all of the following (see schedule for amount of insurance paid by the Council):

1. A choice of health insurance (a PPO or HMO),
2. Dental insurance coverage,
3. A \$50,000 group term life insurance policy,
4. A short-term disability insurance policy.
5. A long-term disability insurance policy.

Retirement Plan:

To be eligible to join the 401(k) savings and profit-sharing plan, you must be a regular full-time, part-time, or introductory employee; be 21 years of age or older; have worked for the Council for one year; and have worked at least 1,000 hours since becoming employed by the Council. You may join the plan on the first day of the month following achieving eligibility. This is a 401(k)-profit sharing plan. FDDC contributes an amount equal to 10% of gross pay into each employee's individual account. The employee is not required to contribute or match funds.

Vesting Schedule:

Completion of

1 st year of service in plan	0%
2 nd year of service in plan	50%
3 rd year of service in plan	100%

Holidays:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. The day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. Floating Holiday

Leave:

For the Executive Director, paid time off leave accrues at Employees accrue 11.67 hours of leave per pay period which equals 35 days of leave per year. There is no differentiation between sick and vacation time. The Executive Director may carry over a maximum of 210 hours of leave to the next calendar year.

Certificate Of Completion

Envelope Id: 913323AF538940A9A67F4FEF6C308B16	Status: Completed
Subject: Valerie Breen Contract	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kevin Johnson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	401 Bishop Grady CT
	Saint Cloud, FL 34769-1538
	kevin@magnifyfl.org
	IP Address: 172.226.8.41

Record Tracking

Status: Original	Holder: Kevin Johnson	Location: DocuSign
9/7/2023 7:47:53 PM	kevin@magnifyfl.org	

Signer Events

Kevin Johnson
 kevin@magnifyfl.org
 Executive Director
 Magnify of Central Florida
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 146.75.222.98

Timestamp

Sent: 9/7/2023 7:51:47 PM
 Viewed: 9/7/2023 7:51:57 PM
 Signed: 9/7/2023 7:52:06 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Alice Hanks
 alicehanks@me.com
 Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device
 Using IP Address: 216.230.41.122
 Signed using mobile

Sent: 9/7/2023 7:52:07 PM
 Resent: 9/7/2023 7:59:22 PM
 Viewed: 9/7/2023 7:59:46 PM
 Signed: 9/7/2023 7:59:55 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/7/2023 7:55:22 PM
 ID: daef30e2-25f5-49e8-9279-c5017778b364

Amanda Johnson
 amanda.johnson@me.com
 Pathways Support Coordination
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 216.230.41.122

Sent: 9/7/2023 7:59:56 PM
 Viewed: 9/7/2023 8:00:52 PM
 Signed: 9/7/2023 8:01:16 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/7/2023 8:00:52 PM
 ID: d79cb827-4f7e-4587-98ee-b0f5ed4be9c9

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events**Status****Timestamp**

Greg Stewart
 gstewart@ngn-tally.com
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 9/7/2023 8:01:17 PM
 Viewed: 9/18/2023 11:57:20 AM

Kristen Conlin
 Kristenc@fddc.org
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 9/7/2023 8:01:18 PM

Valerie Breen
 valerieb@fddc.org
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Accepted: 12/1/2021 6:29:31 PM
 ID: 259ad8ae-6e44-4194-a383-b6816eda6184

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	9/7/2023 7:51:47 PM
Envelope Updated	Security Checked	9/7/2023 7:59:16 PM
Envelope Updated	Security Checked	9/7/2023 7:59:16 PM
Certified Delivered	Security Checked	9/7/2023 8:00:52 PM
Signing Complete	Security Checked	9/7/2023 8:01:16 PM
Completed	Security Checked	9/7/2023 8:01:19 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Bishop Grady Villas:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ltriche@bishopgradyvillas.org

To advise Bishop Grady Villas of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ltriche@bishopgradyvillas.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Bishop Grady Villas

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ltriche@bishopgradyvillas.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Bishop Grady Villas

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ltriche@bishopgradyvillas.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Bishop Grady Villas as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Bishop Grady Villas during the course of my relationship with you.

EXHIBIT C

**SUMMARY OF
EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR**

Employment Agreement entered into on September 7, 2023 between Valerie Breen and the Florida Developmental Disabilities Council, Inc.

Effective Date: October 1, 2023

Salary (at Effective Date): \$141,089.00

Current Salary: \$152,601.00

Term of Agreement (3 Years):

- Initial Term (October 1, 2023 – September 30, 2024)
- First Renewal Period (October 1, 2024 – September 30, 2025)
- Second Renewal Period (October 1, 2025 – September 30, 2026)

Termination without Cause

If Council determines to terminate the Agreement without cause prior to the expiration of the Initial Term, the First Renewal Period or the Second Renewal Period then the following amounts are due to the Employee:

- Employee shall be entitled to sixty (60) days written notice prior to the termination.
- The employee shall be entitled to payment of her salary and benefits to the date of termination and compensated in an amount equal to her salary and benefits for a period of 20 weeks (the “Severance Payment”).
- Entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours.
- Amounts payable in a lump sum within sixty (60) days of termination.

If Council does not terminate the Agreement without cause prior to the end of the Second Renewal Period, then the employment of the Executive Director ends in conformity with the terms of the Agreement. Under those circumstances, then no Severance Payment (20 weeks of salary and benefits) is due.

EXHIBIT D

SUMMARY OF PROPOSAL COSTS

Salary	152,601.00
Weekly	2,934.63
Hourly	73.37
Monthly Health Benefit	531.60
20 weeks salary	58,692.69
120 hours PTO	8,803.90
QSEHRA 20 weeks	2,455.43*
TOTAL	69,952.02

*FDDC no longer offers a traditional health insurance option. They have a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA) that reimburses employees up to \$537.50 per month for the cost of their individual coverage. Valerie Breen's monthly reimbursement amount is \$531.60.

EXHIBIT E



BYLAWS

ARTICLE I: TITLE

The Florida Developmental Disabilities Council, Inc. (herein and after referred to as the "Council"), is established with respect to the state's participation in the Developmental Disabilities Program in accordance with the provisions of the Developmental Disabilities Assistance and Bill of Rights Act, P.L.106-402 Final Rule, 45 CFR Part 1386 (42 U.S.C. 15001, et. seq.), and subsequent federal laws and regulations.

ARTICLE II: PURPOSE

- A. The purpose of the Council is to engage in advocacy, capacity building, and systemic change activities that contribute to a coordinated, person- and family-centered, person- and family-directed, comprehensive system of community services and individualized supports that enable individuals with intellectual and developmental disabilities to exercise self-determination, be independent, and be integrated and included in all facets of community life. To this purpose, the duties of the Council are:
1. To advocate on behalf of persons with intellectual and developmental disabilities.
 2. To advise the executive and legislative branches of government and the private sector on programs, policies, and proposed legislation about current and potential services for persons with intellectual and developmental disabilities and their families.
 3. To develop, implement, and revise as necessary a state plan that meets the needs of persons with intellectual and developmental disabilities and their families.
 4. To coordinate and cooperate with agencies responsible for the provision of services to this population and to advise such agencies about the developmental disabilities program goals, objectives and priorities.

ARTICLE III: MEMBERSHIP

- A. The Council shall be composed of twenty-six (26) members appointed by the Governor to serve, as prescribed by the laws and regulations authorizing the Council.
1. The membership of the Council shall be geographically representative of the state and reflect the diversity of the state with respect to race and ethnicity.
- B. The Council must maintain the following representation of individuals with intellectual and developmental disabilities:
- 15 Citizen Members comprised of:

1. Eight (8) individuals with developmental disabilities
 2. Seven (7) Parents/Guardians/Immediate Relatives of individuals with a developmental disability with a mentally impairing condition and cannot advocate for themselves.
 3. Members in this paragraph (B) shall not be employees of a State agency that receives funds or provides services with federal funds from the Developmental Disabilities Act, nor managing employees of any other entity that receives funds or provides services under the Act, nor persons with an ownership or control interest with respect to such an entity.
- C. The Council must include in its membership representatives of relevant state entities, including:
1. The state agencies that administer funds under the Rehabilitation Act of 1973 (Department of Education, Division of Vocational Rehabilitation); , Individuals with Disabilities Education Act (Department of Education, Bureau of Exceptional Education and Student Services); Older American Act (Department of Elder Affairs); and Title V (Department of Health, Childrens Medical Services); TitleXIX of the Social Security Act (Agency for Health Care Administration and the state Developmental Disabilities agency (Agency for Persons with Disabilities). These representatives must have sufficient authority to engage in policy planning and implementation on behalf of their agency.
 2. The University Centers for Excellence in Developmental Disabilities Education, Research, and Service: University of Miami Mailman Center and the University of South Florida, Florida Center for Inclusive Communities.
 3. The state protection and advocacy system: Disability Rights Florida, Inc.
 4. Local and nongovernmental agencies that provide services to individuals with intellectual and developmental disabilities.
 5. Private nonprofit groups concerned with services for individuals with intellectual and developmental disabilities.
- D. If the gubernatorial-appointed representative from a state agency or University Center of Excellence in Developmental Disabilities Education, Research, and Service or the state protection and advocacy system is the agency director, an appointed designee who can vote in his/her absence is permitted. Should the agency director wish to appoint a designee to act on his/her behalf, he/she must notify the Executive Director with the name and title of the designee.
- E. Membership on the Council shall be by appointment for a term as specified by the Governor.
1. A member may be appointed to a second successive term.
 2. Any member desiring to resign from the Council shall submit his or her resignation in writing to the Council Chair and the Executive Director of the Council who will forward a copy to the Governor.
 3. A vacancy created when a Council member resigns will not be counted toward quorum until the Governor appoints a member to fill the vacancy.

4. If not otherwise removed by the Governor for cause or by resignation, members continue to serve until his/her successor is appointed by the Governor.
 5. The Council will submit recommendations to the Governor for reappointments and new appointments.
- F. The Executive Committee will review the attendance of Council members at least annually. Unless determined justified, the Executive Committee will determine the appropriate action for absences of twenty-five percent or more of regularly scheduled Council, committee, and task force meetings.
- G. If a member violates the Council Bylaws, Code of Ethics and Decorum policy, Conflict of Interest policy or takes other actions to the detriment of the Council and/or the mission of the Council, his/her membership will be reviewed by the Executive Committee at a regular or specially called Executive Committee meeting. The issue shall be placed on the agenda of the Executive Committee meeting by the Council Chair after at least ten (10) working days prior written notice is given to the Council member, assuring appropriate accommodations are made, if needed. The Executive Committee will determine the action to be taken, if any, up to and including recommending termination of the membership.

If the Executive Committee votes to recommend termination of membership for cause, a letter conveying this recommendation shall be forwarded to the Governor, which shall explain cause of action, unless the Council member shall, within fifteen (15) working days after the vote of the Executive Committee, write a written request to the Council Chair for a full hearing by the Council. If this request is made the matter shall be placed on the Council agenda and heard at the next regularly scheduled Council meeting or, at the option of the Council Chair, at any specially called Council meeting.

- H. No Council, committee or task force member shall provide any goods, services or representation to the Council for compensation during the term of the member's appointment.
- I. Conflict of Interest
1. A conflict of interest exists when:
 - a) a member has a personal or professional interest that influences the independence of his or her judgment to the point that it tends to lead to the disregard of his or her public duty or interest; and/or
 - b) a member fails to adhere to the requirements set forth in the Conflict of Interest policy.
 2. Council, Committee, and Task Force members shall avoid conflicts of interest or potential conflicts of interest in regard to Council activities.
 3. Should a conflict of interest arise, a member must declare his/her conflict of interest and recuse him or herself from voting related to the issue. The Chair will have discretion to determine if a member with a conflict of interest will need to leave the room during the discussion.

If the issue is policy-related, the member may offer information on the issue but shall not advocate or attempt to influence the decision. The member will then leave the meeting for the balance of the discussion and voting on the issue.

If the issue is related to Council funding or any other non-policy-related issue, a member must leave the room and recuse him or herself from any discussion, deliberation, and/or vote regarding the matter.

- J. The members of the Council, its committees and its task forces serve without financial compensation, but they shall be entitled to approved travel or personal care expenses incurred in attending Council meetings and other approved program-related functions.
- K. The conduct of members of the Council shall be in accordance with the policy and procedures of the Developmental Disabilities Council, the Conflict of Interest policy, and the Code of Ethics and Decorum Policy for members of the Florida Developmental Disabilities Council, Inc., which have been duly adopted by the Council and are hereby incorporated into these Bylaws, by reference.

ARTICLE IV: OFFICERS

The officers of the Council are as follows: Chair, Vice Chair, Secretary and Treasurer. The officers are elected by vote of the majority of Council members. Officers will serve for a term of two (2) years. Officers may serve more than one term in an elected position.

A. Duties of the Council Chair:

- 1. To conduct meetings of the Council and meetings of the Executive Committee.
- 2. With the Executive Committee, to determine the appointment and termination of task force and committee members as necessary.
- 3. To ensure that the functions of the Council as described in the DD Act and other pertinent state and federal laws are carried out.
- 4. To promote the Council's continuous collaborative working relationship with agencies of state government in exercising their responsibilities to persons with intellectual and developmental disabilities.
- 5. To serve as the official spokesperson for the Council.
- 6. To provide support and guidance to the Executive Director in interpreting and carrying out Council activities.
- 7. To lead the Executive Committee in an evaluation of the Executive Director each year, including a competitive compensation package.
- 8. To encourage active involvement of all Council members.

B. Duties of the Vice Chair:

1. To carry out the duties of the Council Chair in the absence of the Council Chair and to assume the duties of the Council Chair, if that office is vacated, through the remainder of the term.
 2. To assist the Council Chair in monitoring the activities of the Council committees, task forces, and other groups established by the Council.
 3. To oversee revision and review of the Bylaws on at least a biennial basis.
 4. To carry out other duties as delegated by the Council Chair.
- C. Duties of the Treasurer:
1. To chair the Council's Finance Committee.
 2. To develop and submit the annual operating budget in accordance with the upcoming year's federal allotment.
 3. To review the Council's financial statements quarterly and report to the Council on a triannual basis.
 4. To report to the Council the results and recommendations of the annual independent auditor's report.
- D. Duties of the Secretary:
1. To record and maintain the minutes of the meetings of the Executive Committee and the Council, including the recording of all motions, votes and decisions.
 2. To review official Council processes and procedures on an annual basis to ensure compliance with the Florida Public Records Law and Florida Sunshine Law.
 - 3.. To review the Council bylaws, membership and attendance requirements and report to the Council on an annual basis with any recommendations.

ARTICLE V: COMMITTEES

- A. Standing Committees: Standing committees of the Council shall be the Executive Committee, Finance Committee, the State Plan Committee and the Public Policy Committee.
- B. Executive Committee: The Executive Committee shall be comprised of the Council Chair, the Vice-Chair, the Secretary, the Treasurer, one (1) at-large member who is appointed by the Council Chair and two (2) elected at-large members.

At-large members will serve for a term of two (2) years. At-large members may serve more than one term, and may serve more than one term consecutively in either an elected or appointed position.

The Executive Committee's duties shall be:

1. To serve in an overall advisory capacity to the Council in the formulation of policy.

2. To take emergency action on behalf of the Council and to make decisions to maintain the course of business between Council meetings. Any such actions, whether in meetings or conference calls, shall be reported to the full Council for the purpose of vote, approval, or disapproval at the next Council meeting; provided, however, those actions impacting on third parties shall not be affected.
 3. To recommend to the Council the hiring and termination of the Executive Director in accordance with Council policy and procedures and to conduct, review, and approve the annual performance evaluation and remuneration of the Executive Director.
 4. To serve in an advisory capacity to the Executive Director on matters of personnel management and policy. This includes but is not limited to serving as a grievance and appeal body for Council employees, if requested by employees after internal procedures have been followed; developing or revising policies; and approving staffing, salary and benefit recommendations.
 5. To review Council membership recommendations and forward to the full Council and Governor.
 6. To guide Council member development activities.
 7. To serve as an advisory board for matters relating to conflicts of interest, including but not limited to making determinations of whether a conflict exists and what actions to take to address undisclosed conflicts.
 8. The Executive Committee shall function as a Nominating Committee to develop a slate of proposed officers.
- C. The Finance Committee reviews the financial status and monitors expenditures of the Council, reporting its findings to the Council at least three times each year. Furthermore, this committee shall periodically review the Council's fiscal regulations and policies and make recommendations to the Council accordingly. The Finance Committee is also responsible for contracting for an annual audit of the Council's financial status and reporting such status to the full Council.
- Additionally, the Finance Committee provides feedback to the State Plan Committee regarding the assessment of current contractual obligations and applications for continued funding.
- D. The State Plan Committee provides oversight to and ensures the development, implementation, and achievement of the Council's Five-Year State Plan. The responsibilities of the State Plan Committee are specified in the Council's policies.
- E. The State Plan Committee shall be a collective representation of the task forces as established under the State Plan and specified in the Council's policies.
- F. Public Policy Committee is responsible for monitoring the legislative process and approving any modifications to the Council's legislative positions and any additional legislative positions. In the absence of the Public Policy Committee, approval of Council legislative positions may be authorized by two or more of the following: Council Chair, Public Policy Committee Chair, and/or Executive Director.

- G. Appointments: The Council Chair appoints the Chair and members of the standing committees with input from the Executive Director. Committees and task forces shall be comprised of not less than three (3) Council members.

ARTICLE VI: ELECTIONS

- A. Elections shall be held as needed during the last meeting of the federal fiscal year and all elected and appointed members shall begin their terms of office on October 1. The nominating and voting procedures are outlined in the policies.
- B. Voting: If during voting there are an insufficient number of eligible candidates to fill a position, the Executive Committee, acting as the Nominating Committee, will, within 30 days, meet and prepare a slate of one or more nominees to be voted on.
- C. Special Elections: In the event an elected officer (other than the Council Chair) or an elected at-large member resigns or otherwise leaves the Council during his/her term, a special election will be held at the next scheduled full Council meeting.
- D. In the event an appointed at-large member resigns or otherwise leaves the Council during his/her term, the Chair may appoint an at-large member for the remainder of the term.

ARTICLE VII: MEETINGS

- A. The Council shall meet at least three (3) times a year. The Council may call additional meetings as it deems necessary.
- B. Special meetings may be called by the Council Chair. Special meetings may also be called by written application of five (5) members made to the Vice Chair who shall send notices to all members not less than ten (10) working days prior to the meeting stating the purpose(s) of the meeting.
- C. Members are expected to attend Council and assigned committee and/or task force meetings. They shall notify the Executive Director, in writing, as soon as reasonably possible of any absences. Due to the complexity of matters considered by the Council, attendance at meetings is crucial.
- D. A quorum for Council meetings and all standing committees shall be at least forty percent (40%) of the membership. A member must be present to count toward quorum. Once a quorum is established, actions, as applicable, shall be taken by a majority vote of those present.
- E. All meetings of the Council, its committees, and task forces must be noticed and open to the public.
- F. Robert's Rules of Order, most recent edition, shall be followed by the Council in all cases involving parliamentary procedure when such rules do not conflict with the provisions of these Bylaws. The rules may be suspended by a two-thirds (2/3) vote of the voting members present at any meeting of the Council or its committees.

ARTICLE VIII: INDEMNIFICATION

- A. Any person who was or is a party, or is threatened to be made a party, to any threatened, pending, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason that he or she is or was a member, officer, employee, or agent of the Council, or is or was serving at

the request of the Council as a member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, and the action is related to their service on behalf of the Council, shall be indemnified by the Council, against all expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, including any appeal thereof. However, no indemnification shall be available to an individual should it be determined that the individual's actions were in bad faith or with malicious purpose or in a manner exhibiting a wanton and willful disregard of human rights, safety or property. The initial determination as to whether an individual's actions are subject to indemnification shall be made by the Executive Committee.

- B. There shall be a right of review of the determination of the Executive Committee as follows:
1. A committee of three individuals shall be selected to review the determination of the Executive Committee as to whether a member, officer, employee or agent of the Council is entitled to indemnification under this Article.
 2. The committee shall consist of one individual selected by the Executive Director, one member selected by the Council and the third selected by those two individuals. In the event that an agreement cannot be reached by those two individuals, the Executive Director and the organization's Attorney will select the third individual.
 3. The committee shall review the circumstances of the civil, criminal, administrative, or investigative matter and determine whether the alleged actions are indemnifiable under these provisions.
- C. Upon being notified of the existence of a civil or criminal action, suit, or proceeding having been brought against a member, officer, employee, or agent of the Council, that individual shall immediately provide that information to the Executive Director. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Council in advance of the final disposition of such action, suit, or proceeding upon notification of the existence of the action provided that the action is within the scope of this indemnification. Indemnification hereunder shall continue as to a person who has ceased to be a member, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any such person may otherwise be entitled apart from these Bylaws. To the extent that it is ultimately determined that the individual is not entitled to indemnification under these provisions, the Council may seek reimbursement of any expenses (including attorney's fees) previously paid.
- D. The Council may authorize the purchase and maintenance of insurance on behalf of any person who is or was a member, officer, employee, or agent of the Council, or is or was serving at the request of the Council as a member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Council would have the power to indemnify him or her against such liability under the provisions of these Bylaws.

ARTICLE IX: BYLAWS AMENDMENTS

These Bylaws may be amended at any time by a two-thirds (2/3) vote of the membership of the Council present at a duly called meeting at which a quorum is present; provided, however, that the agenda of the meeting and new wording of the proposed changes are sent to every member at least ten (10) working days before the date of the meeting at which the amendments will be considered. Recommendations for amendment may be developed through any individual member, committee, or task force. The ten (10) working day notice may be waived upon three-quarters (3/4) approval of the total membership if they want to address the changes at the current meeting.