

Board of Directors Executive Committee Minutes

March 20, 2025

The Executive Committee meeting was called to order at 12:10 p.m. and immediately entered an Executive Session. James Cecile, Robert Tackman, Paula Freedman, Erich Shafer and Jason Wallace joined via Zoom conference. Shirley Copes was excused.

James Cecile noted that there was a quorum and that the purpose of the meeting was to conduct the annual review of the Executive Director, Carolyn Brown. For the record, it was noted that this was the second review of Ms. Brown. The entire board will receive a copy of the minutes from this meeting and the Executive Director's evaluation will be discussed at the March, 2025 Board meeting.

James Cecile informed the committee that he and Ms. Brown met prior to the meeting and she provided a list of her previous goals for 2023-2024, as well notations after each goal regarding the results. She also provided a list of her proposed goals for 2024-2025. After a full discussion of the proposed goals, Bob Tackman suggested adding a goal of monitoring the new 401(k) program and all attendees agreed.

The Executive Committee was unanimous in their approval of Carolyn Brown's performance as the Executive Director. A list of her proposed goals to be voted on by the full board is attached.

It was noted that while Ms. Brown's initial employment contract was for a term of 3 years, the contract automatically renews each year unless terminated by either the Board or Ms. Brown. After the discussion concerning Carolyn's performance and compensation, a motion was made by Bob Tackman and seconded by Paula Freedman to recommend to the Board of Directors that Carolyn's base salary be increased by the COLA amount, if any, that is given to the entire PEACE, Inc., staff. This increase would be retroactive to February 1, 2025. The motion was approved unanimously.

At 12:40 p.m. a motion was made by Erich Shafer and seconded by Bob Tackman to exit the Executive Session. The motion was approved unanimously.

At 12:43 p.m. the Executive Session was adjourned.

Encl.: (1) 2024-2025 Proposed Goals
(2) 2023-2024 Goals
(3) Executive Director's Employment Agreement – Final Draft



PROPOSED GOALS FOR 2024 - 2025

- 1. The Executive Director will continue to closely monitor the captive health insurance program and attempt to manage the plan such that the employees' contributions will be minimized.**
- 2. The Executive Director will work to ensure PEACE, Inc. regains its status as a Low Risk Auditee.**
- 3. The Executive Director will work to develop a leadership development plan for current PEACE, Inc. staff with a focus on a diverse merit-based senior leadership.**
- 4. The Executive Director will utilize the Facilities Assessment to explore opportunities for new funding regarding capital projects.**
- 5. The Executive Director will attend one national conference to learn new approaches for programming regarding individuals with low incomes.**
- 6. The Executive Director will facilitate the renovations of the PEACE, Inc. Westside Family Resource Center, 200 Wyoming St, for completion by December 2026.**
- 7. The Executive Director will continue to work with the Board of Directors and the CFO to develop a plan for the best use of the proceeds from the sale of the building at 811 E. Washington Street.**
- 8. The Executive Director will continue to support the growth and development of PEACE, Inc. programs in accordance with emerging community needs.**
- 9. The Executive Director will continue to prepare for the 1115 Medicaid Waiver which may provide funding to Community Based Organizations to work in partnership with hospitals and healthcare providers to increase wellness outcomes and address social determinants of health.**
- 10. The Executive Director will continue to explore and implement partnerships with groups/agencies that are trying to decrease the poverty rate in Syracuse.**
- 11. The Executive Director will continue to closely monitor the 401(k) program for employees.**
- 12. The Executive Director will continue to closely monitor the changing federal Executive Orders and Federal Budget as they relate to P.E.A.C.E, Inc. programs.**



Report on Goals for 2023 - 2024

Goals provided by the Board of Directors in Bold

1. **The Executive Director will continue to closely monitor the captive health insurance program and attempt to manage the plan such that the employee's contributions will be minimized.**

Management of the Captive Health Insurance Plan continues to go smoothly. We have succeeded in avoiding an increase in employee contribution in 2022, 2023, and 2024. We will meet over the summer to determine the rates for 2024-25.

2. **The Executive Director will work to ensure PEACE, Inc. maintains its status as a Low Risk Auditee.**

In 2023-24, we received a clean audit with no material weaknesses or findings and our financial position remains strong and secure. However, due to a report that was filed late the agency is not considered a low-risk auditee.

3. **The Executive Director will work to develop a succession plan for the Executive level of the agency.**

The succession plan for Executive level is complete. Several new positions, Vice-President of Finance, Vice President of Strategy and Operations, and Associate Human Resource Director were created to deepen our bench of future leaders and aid in succession planning.

4. **Engage with 4 to 6 Elected Officials to build awareness of PEACE, Inc to explore opportunities for new funding regarding capital projects.**

I met with political officials including NYS Senator May, State Senator John Mannion, NYS Assemblypersons Hunter and Magnarelli, Mayor Walsh, and County Executive McMahon. In addition, I met with staff for Senator Schumer and Gillibrand. These conversations were productive and, in some cases, led directly to funding opportunities.

5. **Attend one national conference to learn new approaches for programming in regard to low income individuals.**

I attended the NYSCAA Conference in Fall of 2023 and am scheduled to attend the National Community Action Partnership Annual Convention August 28th – 30th.

6. Work with staff and the Board of Directors to finalize a 3 year strategic plan using an inclusive strategic design method by the Fall of 2023.

The Board approved the Agency Strategic Design in January. We are moving forward on the three goals and, for the first time, received funding (\$100,000) from a National Foundation (Kresge) to support the work. In addition, the agency published a high quality Community Needs Assessment that has received national attention.

7. Continue to oversee and facilitate the renovation of the newly purchased building to house the Department of Energy and Housing (DEHS) at 717 Erie Blvd West for move in by June 2023.

DEHS staff relocated and settled into to their new building in June of 2023. The new site allows for production efficiencies and provides a significant increase in the quality of office space.

8. Work with the Board of Directors and the P.E.A.C.E., Inc. C.F.O. to develop a plan for the best use of the proceeds from the sale of the building at 811 E. Washington Street.

Due to a variety of factors including unexpected corrections to the 401k Plan, we temporarily halted discussions regarding the building sale proceeds. Once corrections are complete, we will return to that discussion.

9. Continue to support the growth and development of P.E.A.C.E., Inc programs in accordance with community needs such as Lead Abatement, Systemic Racism, Fatherhood, Reentry and Poverty.

We rolled out a comprehensive Community Needs Assessment (CNA) in March of 2024 and will adjust programs in accordance with the identified needs. Community reaction to the CNA has been robust and we have been meeting with a variety of stakeholders to plan.

Other Accomplishments

Facilities Assessment

We identified a need for expert analysis of our buildings and contracted with Peterson Guadagnolo to complete a Facilities Assessment. This project will allow us to plan carefully and seek funding for our future capital expenditures.

401k Corrections

In November of 2023, the Human Resources Director identified irregularities in the processing of the 401k Plan. I notified the board, sought legal advice, and managed the process of correcting the plan.

Champions of Diversity

The agency held our signature fundraising event (Champions of Diversity) for the first time since 2019. The evening was a success in attendance and donations.

1115 Waiver

I have remained involved in the community discussions about the new 1115 Waiver Legislation which may provide funding to Community Based Organizations to work in partnership with hospitals and healthcare providers to increase wellness outcomes and address social determinants of health.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is between Carolyn Brown (“Employee”) and People’s Equal Action Community Effort, Inc. (“PEACE”), a New York State not-for-profit corporation with a principal office at 217 South Salina Street, Syracuse, New York 13202. Employee and PEACE are collectively referred to as the “Parties” throughout this Agreement.

WHEREAS, Employee is currently employed by PEACE as its Executive Director and the Parties wish to clarify the terms of her employment. Therefore, in consideration of the mutual promises and consideration in this Agreement, the Parties agree as follows:

1. **Effective Date.** This agreement shall be retroactively effective to September 1, 2021 (hereafter the “Effective Date.”)
 2. **Employment Term.** PEACE agrees to employ Employee as its Executive Director for a period of three (3) years from the Effective Date (hereafter the “Initial Term”) unless this Agreement is otherwise terminated as authorized below. If the Parties do not terminate the Agreement and the Initial Term of the Agreement expires, the Agreement shall automatically renew in successive one (1) year terms until the Agreement is terminated by one of the Parties.
 3. **Job Duties & Responsibilities.** Employee shall report directly to the Board and shall perform all duties as directed or delegated by the Board and meet all other requirements of the Board consistent with her position as Executive Director. Employee shall attend all Board meetings and related committee meetings unless properly excused from attendance by the Board. Employee shall adhere to and enforce all PEACE policies and practices, including those established and approved by the Board. Employee shall be responsible for managing and collaborating with leaders and workers throughout the organization to ensure quality services are provided consistent with the organization’s mission. A more detailed statement of Employee’s key job duties is outlined in the Job Description attached as **Appendix A** to this Agreement, however, the Board may amend the Job Description at its sole discretion and assign other duties as deemed appropriate by the Board. Employee shall also be subject to all PEACE workplace rules and policies and this Agreement does not supersede or void the application of such rules and policies to Employee unless expressly stated otherwise in this Agreement.
- Employee shall perform all job duties and responsibilities under this Agreement faithfully, diligently and competently and will devote substantially all her business time, energy, attention and skill to the services of PEACE and to promote its interests. Employee shall not, directly or indirectly, render services to any other entity or person for compensation without the prior written consent of the Board. Nothing herein prohibits Employee from providing limited services without compensation for civic or charitable activities or from maintaining passive personal business interests so long as the same require *de minimus* personal efforts by Employee, and do not interfere with the performance by Employee of her duties under this Agreement.
4. **Compensation.** Employee shall be paid an annual salary of \$150,000.00, which shall be prorated for any partial year and paid in equal bi-weekly installments on PEACE’s

regularly scheduled payroll periods. Employee's salary will be reviewed annually by the Board and may be increased at the Board's sole discretion.

5. **Fringe Benefits.** While this Agreement is in effect, Employee shall receive the following benefits:

- a. **Health/Dental Insurance:** PEACE will pay the full monthly premium for health and dental insurance under its plan for coverage of Employee and her lawful spouse. If Employee elects not to enroll in said insurance plan, PEACE shall pay Employee an amount equal to the monthly premium it would have otherwise contributed to provide such health and dental insurance coverage. Such payments shall be issued as ordinary income subject to required tax withholdings.
- b. **Paid Time Off:** Employee shall be eligible for Paid Time Off ("PTO") in accordance with PEACE's PTO policy applicable to other employees, except that Employee will be entitled to a cash payout of up to a maximum of 150 hours of accrued but unused PTO when she ends her employment with PEACE. If Employee is terminated For Cause as defined below, then she will not be paid for accrued but unused PTO.
- c. **Travel Expenses:** Employee may use any available PEACE vehicle for the limited purpose of conducting official PEACE duties or business. Employee may also use her own personal vehicle to conduct official duties or business, if she maintains insurance on such a vehicle with coverage of at least \$100,000 in coverage for bodily injury and \$100,000 for the death of another person. Employee will be eligible for mileage reimbursement for official travel using her personal vehicle in accordance with PEACE's current vehicle use reimbursement policy.

6. **Termination.** This Agreement may be terminated as follows:

- a. **By Employee:** Employee may terminate the Agreement at any time for any reason after providing the Board at least ninety (90) days' advance written notice of her intent to resign. Employee may also terminate this Agreement for "Good Cause" after providing the Board at least 30 calendar days' advance written notice and any of the following occurred:
 - i. PEACE fails to pay Employee any compensation or benefits owed under this Agreement and such failure is not corrected within five (5) business days after written notice is provided by Employee to the Board.
 - ii. PEACE relocates Employee's primary workplace to any location that is more than thirty (30) miles from Syracuse, New York.
- b. **By PEACE:** PEACE may terminate the Agreement at any time for any reason after providing Employee at least ninety (90) days' advance

written notice. PEACE may immediately terminate the Agreement without prior notice "For Cause," for any of the following reasons:

- i. Employee's use, possession, distribution or being under the influence of any illegal substance or alcohol while working;
 - ii. Employee is convicted, charged or arrested of any crime that involves moral turpitude, fraud, misrepresentation, theft, the use, possession or distribution of illegal drugs, or would otherwise negatively impact PEACE's reputation or mission;
 - iii. Employee engages in fraud, misappropriation or embezzlement of PEACE funds or property;
 - iv. Employee engages in gross insubordination toward any Board member, willful misconduct or conduct that is materially injurious to the reputation or operations of PEACE;
 - v. Employee violates any material policy or agreement with PEACE;
 - vi. Employee fails to meet reasonable performance expectations and standards of conduct if the Board first provides Employee with advance written notice detailing such performance deficiencies and Employee fails to cure such deficiencies within 30 calendar days of receipt of such notice.
- c. Long Term Disability: PEACE may terminate this Agreement immediately upon Employee's Long-Term Disability ("LTD"). The term "LTD" as used herein means: (1) the inability of Employee to perform her normal and essential job duties with or without a reasonable accommodation, by reason of physical or mental illness or injury for a period which does or can reasonably be expected to last 90 consecutive days; (2) the adjudication of Employee as incompetent by a court of competent jurisdiction; or (3) Employee being permanently disabled under the terms of any disability policy maintained by PEACE. The determination of whether Employee has an LTD shall be made by the Board except as otherwise stated herein, and shall be binding and conclusive absent a showing of gross error or fraud. The determination of whether Employee's failure to perform is the result of a LTD as defined herein shall be made jointly by a physician selected by Employee and a physician selected by the Board (exclusive of Employee if she is a member of the Board). If the two physicians cannot agree they shall jointly select a third physician, whose determination shall be binding and conclusive absent a showing of gross error or fraud. Employee hereby agrees to submit to any reasonably requested physical examination and to any reasonable request for the release of medical records in connection with any determination under this provision.

7. Confidentiality. As the Executive Director Employee has access to sensitive and confidential information belonging to PEACE that is not generally available to the public

including but not limited to: (i) information regarding PEACE's operations, assets, liabilities and finances; (ii) information regarding bidding, quotations, price, sales, merchandising, marketing, capital expenditures, costs, joint ventures, business alliances, products, services or purchasing; (iii) information regarding employees, contractors, subcontractors, sales agents or sales representatives; (iv) customer lists or other information related to customers; (v) information regarding vendors, suppliers, distributors or other business partners; (vi) forecasts, projections, budgets and business plans; (vii) information regarding planned or pending acquisitions, divestitures or other business combinations; (viii) trade secrets and proprietary information; and (ix) PEACE's technical information, discoveries, inventions, improvements, techniques, processes, business methods, equipment, algorithms, software programs, software source documents and formulae (collectively "Confidential Information").

Employee covenants and agrees that she will not at any time during or after the termination of her employment hereunder, directly or indirectly, use for her own benefit or disclose, permit, suffer or allow others to use Confidential Information without the express written consent of the Board which consent may be withheld for any reason. The obligation of confidentiality set forth herein shall not apply to any information that is required to be disclosed by law or by judicial process provided the Board is first afforded at least ten (10) business days' advance written notice of and the opportunity to prevent such disclosure if it so desires. Upon termination of her employment for any reason or at any other time upon the request of the Board or a duly authorized representative of PEACE, Employee will immediately return all Confidential Information and other documents, media, data and materials and property of whatever nature which belongs to PEACE, including, but not limited to, any keys, credit cards, identification cards, computers and computer software.

If Employee breaches any portion of this confidentiality provision, PEACE shall be entitled to injunctive relief directing Employee to return to PEACE all its property and Confidential Information and precluding Employee from any other acts or omissions that violate this confidentiality provision. PEACE shall be entitled to such injunctive relief without having to post any bond and may recover from Employee its costs and attorney's fees related to obtaining injunctive relief and otherwise addressing and remedying a breach of this confidentiality provision.

8. **Amendments & Assignments.** This Agreement can only be amended in a writing signed by Employee and a duly authorized Board member. Employee's benefits under this Agreement are not subject to alienation and may not be assigned to any other person or entity.

9. **Notices.** Any notice or other communication required to be given under this Agreement shall be given in writing and delivered personally or by overnight courier to the last known address of the party to whom it is directed. Notice shall be given on the date of its actual receipt, if personally served, and on the day following delivery if an overnight courier is used. Notice may also be provided to Employee by transmitting documents to her official PEACE email account, provided such notice occurs while Employee is an active employee with access to her PEACE email account in which case receipt of notice shall be deemed to have occurred on the day the email is transmitted.

10. **Governing Law, Jurisdiction & Venue.** This Agreement is established under, and shall be governed and construed exclusively according to the laws of the State of New York. Jurisdiction and venue for any action or proceeding relating to or arising out of this Agreement shall be exclusively limited to courts within Onondaga County in the State of New York. Employee hereby expressly consents to the personal jurisdiction of such courts within the State of New York in Onondaga County and shall not contest personal jurisdiction in any legal proceeding related to this Agreement. Employee hereby forever and irrevocably waives any defense based on lack of personal jurisdiction or forum *non conveniens* (i.e., inconvenient forum) for any claims related to this Agreement and his employment with BHG.

IN WITNESS WHEREOF, by their signatures below, the Parties acknowledge and agree that they have had adequate opportunity to review the full contents of the Agreement, they accept all the terms of the Agreement without any reservation whatsoever, and that they enter into this Agreement of their own free will without any duress or coercion of any kind.

Dated: November ____, 2021

Carolyn Brown

PEACE
By: David Scharoun, Board President

