

**CAREERSOURCE CITRUS LEVY MARION (CSCLM)
CEO Contract and Review Committee Meeting**

MINUTES

DATE: May 15, 2017
PLACE: Enterprise Center, Ocala, FL
TIME: 10:30 a.m.

MEMBERS PRESENT

Kathy Judkins, SECO
Rachel Riley, Citrus Memorial

MEMBERS ABSENT

Kevin Cunningham, REMAX

OTHER ATTENDEES

Rusty Skinner, CSCLM

Laura Isaacs, CSCLM

CALL TO ORDER

The meeting was called to order by Kathy Judkins, Chair.

ROLL CALL

The roll was called by Laura Isaacs and a quorum declared present.

ACTION ITEMS

The action sheets that are attached represent the action taken by the Committee.

DISCUSSION ITEMS

None

STATUS REPORTS

None

MATTERS FROM THE FLOOR

None

ADJOURNMENT

There being no further business, the meeting was adjourned.

APPROVED:



RECORD OF ACTION/APPROVAL

CEO Committee – 5-15-2017

TOPIC/ISSUE:

Renewal of CEO 2017-18 Contract

BACKGROUND:

POINTS OF CONSIDERATION:

2016-17 Contract.

The 2016-17 was reviewed. Kathy Judkins recommended that both Rusty and staff receive a 3 percent raise for the coming program year. Kathy noted that the proposed increase is based upon federal cost of living increase guidelines for 2017. Rusty thanked the committee stated that he and Kathleen Woodring will review numbers to determine if raises are possible.

COMMITTEE ACTION:

Rachel Riley made a motion to approve the proposed salary increases for Rusty and staff.

BOARD ACTION:

EMPLOYMENT CONTRACT

This employment contract (hereinafter "Contract") is entered into the _____ day of _____, 2016 by and between the CITRUS LEVY MARION REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., a private, not for profit corporation within the State of Florida (hereinafter referred to as "CLMRWDB"), and THOMAS EDWARD SKINNER, JR. (hereinafter referred to as "SKINNER"), to serve as Chief Executive Officer.

1. Employment. CLMRWDB hereby employs SKINNER as Chief Executive Officer of CLMRWDB, to present recommendations to CLMRWDB and to follow its direction and Skinner hereby accepts said employment.

2. No Limitation on Duties. The above is intended to provide a general framework of professional requirements and not intended by either party to be a limiting description.

3. Compensation. CLMRWDB agrees to pay SKINNER a base salary of One Hundred Twenty Thousand Dollars (\$120,000.00) per year, effective July 1, 2016, payable in bi-weekly installments. CLMRWDB shall be responsible for paying the employer's share of FICA and Medicare taxes and shall withhold from SKINNER the employee contribution for the above as well as an amount for federal income tax. CLMRWDB shall make payment of the above taxes on SKINNER'S behalf to the appropriate agencies. CLMRWDB shall provide worker's compensation insurance and pay unemployment insurance coverage for SKINNER.

4. Benefits. CLMRWDB agrees to provide SKINNER benefits and working conditions in accordance with CLMRWDB Personnel Policies, except for the following:

4.1 Life Insurance. Provided Skinner is able to qualify, CLMRWDB shall provide SKINNER with term life insurance in the amount of 2 times his annual salary, with his wife, Susan M. Skinner, named as primary beneficiary and his children, Bridget May Skinner and Ian Edward Skinner, named as equal alternate beneficiaries.

4.2 Leave. SKINNER shall be authorized thirty (30) days personal leave per year. Leave taken in excess of ten (10) consecutive business days (excluding holidays) must be approved by the Executive Committee. All other leave provisions shall be in accordance with CLMRWDB Personnel Policies.

5. Expenses. CLMRWDB shall reimburse SKINNER for such expenses as he incurs as part of his duties while out of town in accordance with per diem rates and travel policies established by CLMRWDB for its employees.

6. Effective Date and Duration. This Contract shall be effective the 1st day of July, 2016, and shall be in effect until midnight June 30, 2017.

7. Modifications and Amendments. This Contract may be modified or amended from time to time by a writing signed by both parties.

8. Termination and Severance Pay. The parties agree that this Contract may be terminated by either party by giving thirty (30) days written notice. In the event the Contract is terminated by CLMRWDB for any reason other than for misconduct (as the term “misconduct” is hereinafter defined), SKINNER shall receive as severance pay Forty Six Thousand One Hundred Fifty Three Dollars (\$46,153.00.) If SKINNER terminates this Contract, no severance pay shall be paid. The term “misconduct” as used herein: irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed in pari materia with each other:

- (a) Conduct demonstrating conscious disregard of CLMRWDB’s interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which CLMRWDB expects of its employee.
- (b) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of CLMRWDB’s interests or of Skinner’s duties and obligations to CLMRWDB.
- (c) Chronic absenteeism or tardiness in deliberate violation of a known policy of CLMRWDB or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.
- (d) A willful and deliberate violation of a standard or regulation of the State of Florida by Skinner if, at any time, CLMRWDB is deemed to be an employer licensed or certified by the State of Florida, which violation would cause CLMRWDB to be sanctioned or have its license or certification suspended by the State of Florida.
- (d) Solicitation or acceptance of anything of value to Skinner, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that official action or judgment of Skinner would be influenced thereby.
- (e) Directly or indirectly purchasing, renting, or leasing any realty, goods, or services for CLMRWDB from any business entity of which Skinner or Skinner’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or

child, or any combination of them, has a material interest. Nor shall Skinner acting in a private capacity, rent, lease, or sell any realty, goods, or services to CLMRWDB.

- (f) Accepting any compensation, payment, or thing of value when Skinner knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which Skinner was expected to participate in his official capacity.
- (g) Corruptly using or attempting to use Skinner's official position or any property or resource which may be within his trust, or perform his official duties, to secure a special privilege, benefit, or exemption for himself or others.
- (h) Having or holding any employment or contractual relationship with any business entity or any agency which is doing business with CLMRWDB, nor shall Skinner have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties.
- (i) Disclosing or using information not available to members of the general public and gained by reason of Skinner's official position, except for information relating exclusively to governmental practices, for Skinner's personal gain or benefit or for the personal gain or benefit of any other person or business entity.
- (j) A violation of any of CLMRWDB's rules, unless Skinner can demonstrate that:
 - 1. He did not know, and could not reasonably know, of the rule's requirements;
 - 2. The rule is not lawful or not reasonably related to the job environment and performance; or
 - 3. The rule is not fairly or consistently enforced.
- (k) A good faith determination by CLMRWDB that SKINNER has committed a material breach of any covenant, provision, term, condition, or undertaking contained in this Contract;
- (l) Commission by SKINNER of a felony or a crime involving moral turpitude;
- (m) Commission by SKINNER of any act which exposes CLMRWDB or any officer of CLMRWDB to any criminal liability for such act; or

- (n) Any negligence or misconduct in the performance of SKINNER's duties that results in any detriment to CLMRWDB.

9. Outside Consulting. The parties recognize that SKINNER has special expertise in Workforce Development, which expertise is of value to the Workforce Development Community. The parties further understand that SKINNER's expertise is enhanced by exposure to problems encountered by others and by exposure to the problems encountered by allied and associated entities. Accordingly, subject to the requirements of Section 8 of this Agreement, the parties agree that SKINNER may accept consulting engagements from outside entities and accept compensation directly from the same. SKINNER agrees that such compensation shall not constitute salary and that he shall be solely responsible for making payment of all taxes on any income he receives as the result of consulting activities.

SKINNER agrees prior to accepting any consulting assignment he shall provide the CLMRWDB Executive Committee with a memorandum disclosing the entity seeking consulting services and with a description of the nature of the services to be provided and an estimate of the total time required to complete the engagement. If there is any objection from any Executive Committee member, SKINNER agrees to turn down the engagement. CLMRWDB shall not be liable for damages in the event of such an objection. SKINNER agrees he shall not provide consulting services to any entity which has a contract to provide services to CLMRWDB or which would otherwise constitute a conflict of interest under CLMRWDB's personnel policies. SKINNER further agrees that he shall take paid leave time for any consulting services provided during normal working hours (i.e., 8:00 a.m. to 5:00 p.m.) which services exceed one (1) hour in duration during normal working hours. SKINNER covenants and agrees that he shall not accept any consulting engagement which would interfere with his ability to successfully complete the duties assigned to him by the CLMRWDB Board.

10. Special Evaluation Criteria and Specific Goals. From time to time CLMRWDB may provide SKINNER with any special evaluation criteria or specific goals which CLMRWDB expects to be accomplished. CLMRWDB may consider SKINNER's performance in performing in accordance with such special evaluation criteria or in accomplishing such specific goals in evaluating his job performance.

11. Extension. This contract may be extended beyond the term indicated herein, under the same terms and conditions, by written agreement between the parties, provided that such an extension is for the purpose of finalizing future contractual terms. Such negotiations should begin no later than 60 days prior to the end of this Contract. The terms agreed upon during such an extension shall be retroactive to the date on which this contract was extended.

Dated:

**Citrus Levy Marion Regional Workforce
Development Board, Inc.**

Witnesses as to CLMRWDB:

Witnesses as to Skinner:

By: _____

Kevin Cunningham
Chair

Thomas Edward Skinner, Jr.