



Executive Committee Meeting

AGENDA

Monday, August 17, 2020 – 10:00 a.m.

Join Zoom Meeting: <https://us02web.zoom.us/j/82251747647>

Phone No: 1-646-558-8656 (EST) Meeting ID: 822 5174 7647

| | | |
|------------------------------------|-------------|---------------|
| Call to Order | | K. Baxley |
| Roll Call | | C. Schnettler |
| Approval of Minutes, June 25, 2020 | Pages 2 - 3 | K. Baxley |

DISCUSSION ITEMS

| | | |
|-------------------|---------------|-------------|
| Staff Changes | Page 4 - 10 | R. Skinner |
| Staff Evaluations | Pages 11 - 13 | K. Woodring |

PUBLIC COMMENT

ACTION ITEMS

| | | |
|--------------------------|---------------|------------|
| Board Member Orientation | Pages 14 - 18 | R. Skinner |
| Special Trust Positions | Pages 19 - 20 | R. Skinner |
| Required Positions | Page 21 | R. Skinner |
| Schedule of Operations | Pages 22 - 25 | R. Skinner |
| Data Sharing Agreement | Pages 26 - 31 | R. Skinner |
| Signature Authority | Page 32 | R. Skinner |

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

ADJOURNMENT

| 2020 – 2021 MEETING SCHEDULE | | | | | | |
|--|---|-------------------|------------------------|--------------------|---------------------|------------|
| Performance/ Monitoring | Business and Economic Development | Career Center | Marketing/ Outreach | Executive | Full Board | |
| All in-person committee meetings are held at the CF Ocala Campus, Enterprise Center, Room 206. All teleconference meetings will be held through Zoom. | | | | | | |
| Tuesday, 9:00 am | Thursday, 9:00 am | Thursday, 9:30 am | Wednesday, 9:00 am | Wednesday, 9:30 am | Wednesday, 11:30 am | |
| 8/11/2020 | 8/13/2020 | 8/20/2020 | 8/26/2020 | 9/2/2020 | 9/9/2020 | Zoom |
| 11/3/2020 | 11/5/2020 | 11/19/2020 | 11/18/2020 | 12/2/2020 | 12/9/2020 | CF Ocala |
| 2/9/2021 | 2/11/2021 | 2/18/2021 | 2/24/2021 | 3/3/2021 | 3/24/2021 | CF Lecanto |
| 5/11/2021 | 5/13/2021 | 5/20/2021 | 5/26/2021 | 6/2/2021 | 6/9/2021 | CF Ocala |

OUR VISION STATEMENT

To be recognized as the number one workforce resource in the state of Florida by providing meaningful and professional customer service that is reflected in the quality of our job candidates and employer services.



**CAREERSOURCE CITRUS LEVY MARION
Executive Committee**

MINUTES

DATE: June 25, 2020
PLACE: College Of Central Florida, Enterprise Center, Building 42, Ocala, FL
TIME: 10:00 a.m.

MEMBERS PRESENT

Albert Jones
Charles Harris
Fred Morgan
Kathy Judkins
Rachel Riley
Ted Knight

MEMBERS ABSENT

Kimberly Baxley
Pete Beasley

OTHER ATTENDEES

Rusty Skinner, CSCLM
Kathleen Woodring, CSCLM
Dale French, CSCLM

Cira Schnettler, CSCLM
Robert Stermer, Attorney

CALL TO ORDER

The meeting was called to order by Rachel Riley, Chair, at 10:00 a.m.

ROLL CALL

Cira Schnettler called roll and a quorum was declared present.

APPROVAL OF MINUTES

Charles Harris made a motion to approve the minutes from the May 27, 2020, meeting. Kathy Judkins seconded the motion. Motion carried.

DISCUSSION ITEMS

None

PUBLIC COMMENT

None

ACTION ITEMS

Underwood and Sloan

Kathy Judkins approved a contract renewal with Underwood Sloan and Associates to continue third party monitoring. Ted Knight seconded the motion.

Powell and Jones

Ted Knight approved renewal of the contract with Powell and Jones. Charles Harris

seconded the motion. Motion carried.

Joint Auditing Services RFP

Kathy Judkins approved the release of a request for proposals for joint sub-recipient auditing services. Ted seconded the motion. Motion carried.

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

None

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:20 a.m.

APPROVED:_____



Enterprise Center
3003 SW College Rd, Suite 205
Ocala, FL 34474
352 873-7939/800 434-5627
careersourceclm.com

August 10, 2020

To the Board of Directors of CareerSource Citrus Levy Marion,

I am writing this letter to inform all of you that I plan to retire on December 11, of 2020. This has been a tough decision, because I am leaving a great career and fabulous working environment! However, I am also excited to take that step into the next chapter of my life.

I am committed to ensuring that my transition to retirement will be a smooth period whereby there is ample time to share my knowledge and make sure that CSCLM does not miss a beat.

I want to thank all of you and I wish it was possible to thank all of your predecessors too. This has been a fabulous 25-year career with CSCLM!

Sincerely,

 Kathleen Woodring
2020.08.10 11:49:00 -04'00'

Kathleen L. Woodring

Proposed Organizational Changes

Dale French – to move from Director of Operations (Grade 112) to EVP (Grade 113). Responsibilities include general daily oversight of the organization's administrative and operational functions to include finance, monitoring, human resources, marketing and outreach, information technology and program management and training.

Cory Weaver – to move from Assistant Director of Business Relations (Grade 110) to Director of Operations (Grade 112). Primary responsibilities to include:

- general oversight of the career centers (four brick and mortar and two mobile) and business services functions
- reporting, quality and performance of all programs
- provide management, guidance and oversight of all competitive grants, procurements and contracting with the assistance of the Assistant Director of Workforce Initiatives and the Assistant Director of Career Services
- coordinate performance and quality assurance measures with the Director of Continuous Improvement
- handle communication of all operations related business to the appropriate committees and board
- provides input, guidance and best practices for grant applications
- Manage Labor Market Information related to Business Expansion/Retention, Supply and Demand
- acts as the primary liaison for the One Stop Operator
- responsible for annual Direct Service provider reporting to CSF and DEO
- develops and submits ITA Waiver requests when permissible
- will handle Perkins grant and CAPE activities with training provider partners including data analysis, letters of support and joint planning
- reports to the Executive Vice President

Cindy LeCouris – to move from Assistant Director of Career Services (Grade 110) to the Assistant Director of Workforce Initiatives (Grade 110) (new position). This position will focus on the management of all contract procurements, competitive grants and policies. Primary responsibilities to include:

- developing and issuing requests for proposals, bids, quotes and Invitations to Negotiate and will manage the performance of each contractor
- development and management of new and existing competitive grants to broaden the scope and availability of CLM services
- will act as the primary liaison between training providers and partnering community organizations as they relate to execution of grant programs
- work extensively with all levels of management and staff to maintain and develop comprehensive policies for all aspects of administration and operations

- provide ongoing support and training to staff and contractors responsible for grant deliverables
- maintain the Area Targeted Occupation List
- Primary liaison for community projects such as career expos and apprenticeship development with partners
- reports to the Director of Operations

Assistant Director of Career Services (Grade 110) – VACANT. This position will be recruited from within the organization to continue talent development. Primary responsibilities to include:

- direct management and staffing of the career centers and programs within the One Stop system (WP, WIOA, JVSG, TAA, WT, SNAP, RESEA)
- will support the Director of Operations in the daily oversight of career center activities
- review and approve all training and support expenditures at the case management level
- work with training providers in the development and maintenance of programs to support current and emerging occupations
- will assume primary responsibility for the statewide Lockheed Martin project
- will assist the Director of Operations with Perkins grant and CAPE activities with training provider partners including data analysis, letters of support and joint planning
- Reports to the Director of Operations

Heather Gamble – to move from Operations Coordinator (Grade 107) to Program Development and Reporting Manager (Grade 109). Heather's current position of Operations Coordinator will not be filled at this time. The Program Development and Reporting Manager is a current position previously occupied by Cory Weaver. Heather has been learning the functions of the reporting manager and will be responsible for:

- writing SQL performance queries to extract data from the data warehouse, OSST and FWIPRS
- provide written reports to senior management, committees and board
- track programmatic performance and work with program managers and staff to mitigate performance issues in real-time
- provide data analysis and operational suggestions to senior management to maintain performance levels
- work closely with all levels of staff and management to determine best practices
- be familiar with all federal regulations and how they affect performance
- provide support to the Assistant Director of Workforce Initiatives for competitive grant performance and reporting
- reports to the Director of Operations

Cathy Galica and Lisa Gruber – will maintain as Business Development Managers (Grade 109). A shift in responsibilities will include:

- Cathy Galica will be the primary liaison for the Citrus County Chamber and the Nature Coast Business Development Council

- Lisa Gruber will be the primary liaison for the Ocala/Marion County Chamber and Economic Partnership
- Both report to the Director of Operations

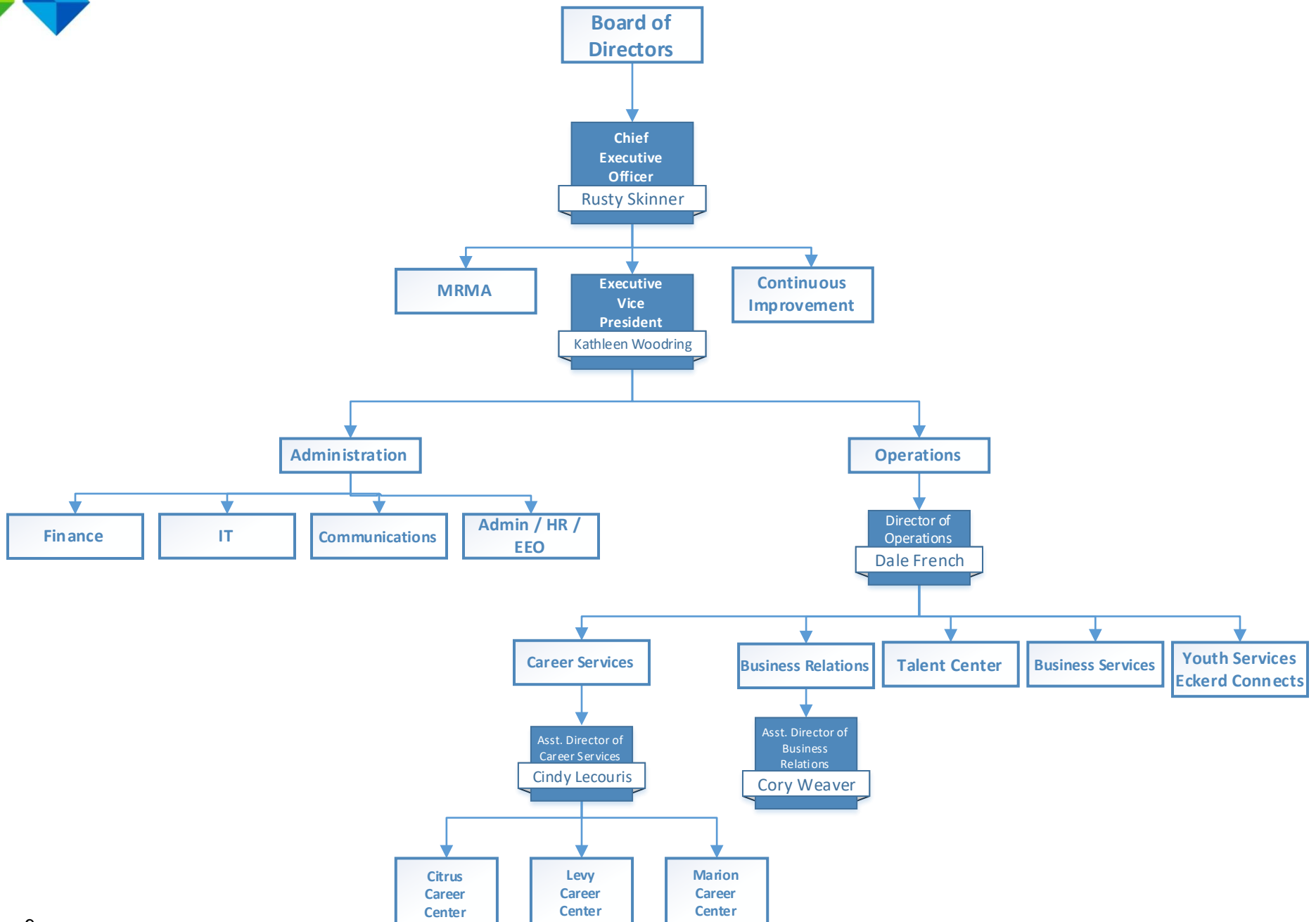
Iris Pozo – title will shift from Administrative Manager and EO Officer (Grade 109) to Human Resources and EO Officer (Grade 109). Iris' position has been a blend of human resources, equal opportunity, and internal monitoring duties. We need to have Iris focus on human resource related work and shift monitoring responsibilities to the independent monitoring firm.

- Job duties will shift to primarily Human Resource and EO functions
- Monitoring duties will be handled by program management staff and the independent monitoring firm (Underwood, Sloan and Associates)

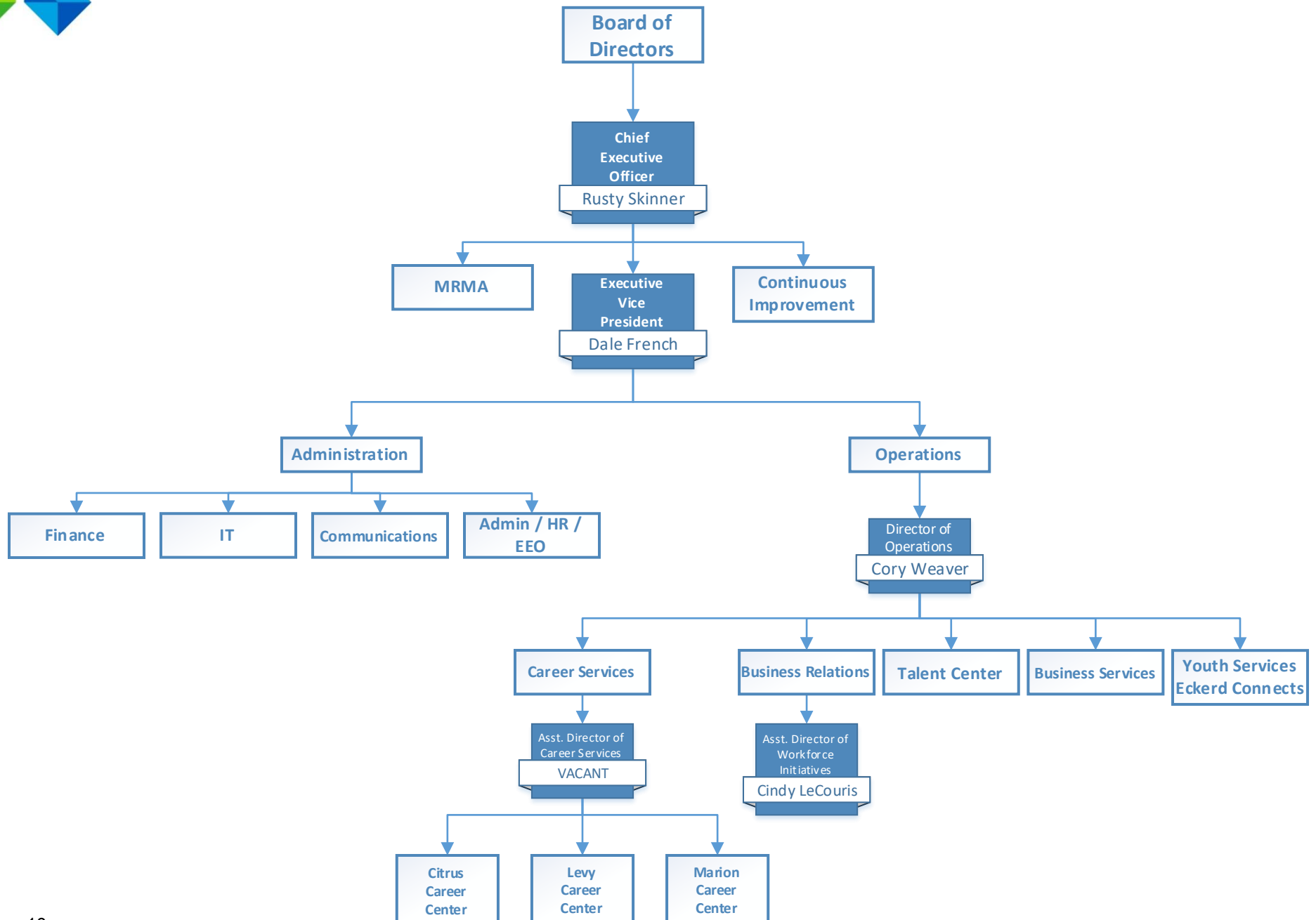
| CareerSource Citrus Levy Marion Compensation Plan – Effective 07/01/2020 | | | | |
|---|------------------|----------------|------------------|-------------------------|
| CLASSIFICATION | PAY GRADE | MINIMUM | MAXIMUM | Base hourly rate |
| Executive Vice President | 114 | \$80,850 | \$143,651 | N/A |
| Director of Finance | 113 | \$65,150 | \$115,775 | N/A |
| Director of Operations | 112 | \$59,150 | \$105,175 | N/A |
| Director of IT | 111 | \$53,800 | \$ 95,664 | N/A |
| Director of Continuous Improvement | 110 | \$49,000 | \$ 86,963 | \$23.56 |
| Assistant Director of Career Development | 110 | \$49,000 | \$ 86,963 | \$23.56 |
| Assistant Director of Business Relations | 110 | \$49,000 | \$ 86,963 | \$23.56 |
| Accountant | 109 | \$44,460 | \$ 78,950 | \$21.38 |
| Administrative Manager & EO Officer | 109 | \$44,460 | \$ 78,950 | \$21.38 |
| Business Development Manager | 109 | \$44,460 | \$ 78,950 | \$21.38 |
| Career Center Manager | 109 | \$44,460 | \$ 78,950 | \$21.38 |
| Communications Manager | 109 | \$44,460 | \$ 78,950 | \$21.38 |
| Program Manager | 109 | \$44,460 | \$ 78,950 | \$21.38 |
| Systems Administrator | 109 | \$44,460 | \$ 78,950 | \$21.38 |
| Talent Center Manager | 109 | \$44,460 | \$ 78,950 | \$21.38 |
| PC/ Network Specialist | 108 | \$40,400 | \$ 71,749 | \$19.42 |
| Business Development Coordinator Sr. | 108 | \$40,400 | \$ 71,749 | \$19.42 |
| Career Center Supervisor | 108 | \$40,400 | \$ 71,749 | \$19.42 |
| Recruiter 2 Senior | 108 | \$40,400 | \$ 71,749 | \$19.42 |
| Research / Executive Assistant | 108 | \$40,400 | \$ 71,749 | \$19.42 |
| Senior Career Development Coach | 108 | \$40,400 | \$ 71,749 | \$19.42 |
| Workshop Coordinator | 108 | \$40,400 | \$ 71,749 | \$19.42 |
| Business Development Coordinator | 107 | \$36,850 | \$ 65,226 | \$17.72 |
| Communications Coordinator | 107 | \$36,850 | \$ 65,226 | \$17.72 |

| | | | | |
|--|-----|----------|------------------|---------|
| Experiential Learning Coordinator | 107 | \$36,850 | \$ 65,226 | \$17.72 |
| Facilities Specialist | 107 | \$36,850 | \$ 65,226 | \$17.72 |
| Mobile Career Development Representative | 107 | \$36,850 | \$ 65,226 | \$17.72 |
| Operations Coordinator | 107 | \$36,850 | \$ 65,226 | \$17.72 |
| Recruiter 2 | 107 | \$36,850 | \$ 65,226 | \$17.72 |
| Recruiter Technician Lead | 107 | \$36,850 | \$ 65,226 | \$17.72 |
| Senior Bookkeeper | 107 | \$36,850 | \$ 65,226 | \$17.72 |
| Bookkeeper | 106 | \$33,500 | \$ 59,247 | \$16.11 |
| Career Center Support Specialist | 106 | \$33,500 | \$ 59,247 | \$16.11 |
| Career Development Coach | 106 | \$33,500 | \$ 59,247 | \$16.11 |
| Recruiter 1 | 106 | \$33,500 | \$ 59,247 | \$16.11 |
| Recruiter Technician | 106 | \$33,500 | \$ 59,247 | \$16.11 |
| Accounting Clerk | 105 | \$30,612 | \$ 57,508 | \$14.71 |
| Career Development Technician | 104 | \$27,720 | \$ 48,919 | \$13.33 |
| Janitor | 104 | \$27,720 | \$ 48,919 | \$13.33 |

Current 2020-2021 Organization Chart Overview



Proposed 2020-2021 Organization Chart Overview



Staff Evaluation Form

The current staff evaluation that is attached was developed 2 years ago. We solicited volunteers from staff to be part of the committee to provide research and input on a new evaluation form. The group was made up of three frontline staff and Kathleen Woodring. The group reviewed many samples of evaluations and brought their past experience with prior employers into discussions regarding our evaluation system.

Some key factors were decided on.

- Make the review shorter than what we had before
- Make sure that it included plenty of room for comments and discussionsf
- Make the review be a development tool for growth
- Reduce the levels of competency from 5 to 3.

It was very important to the group, that the levels be based on the following;

Needs Improvement: This will either happen when someone is new in a position and has not learned the skills yet, or when someone needs to improve.

Successful: Everyone should be successful. This is the area that most individuals will fall within most of the categories. It was stressed that being successful is a good thing. We all strive to be successful.

Exceptional: This will not happen often. This is when someone has gone way above expectations and is a role model in how certain tasks are performed.

Staff from this group provided training on the new evaluation system at an All Staff meeting prior to the first evaluation in 2019.

Employee's Name: Put employee name here **Job Title:**

Supervisor Name: Put your name here **Title:** **Review Type:** Annual

Date: 5/14/2020

Evaluation Levels and Sample Criteria

| Needs Improvement (NI) | Successful (S) | Exceptional (E) |
|--|--|---|
| Individuals who are new in the learning curve and are still learning key job responsibilities | Individuals who regularly meet and sometimes exceed expectations and role requirements | Individuals who significantly and consistently exceed expectations and role requirements |
| Inconsistently demonstrates or may be learning the required role knowledge and does not yet fully perform all requirements and duties | Meets goals set for the year | Exceeds goals set for the year |
| Work is regularly incomplete and/or does not meet the minimal standards for quantity or quality: often misses deadlines | Quality of work can be counted on and is completed by deadlines | Is constantly looking for ways to improve processes. Delivers exemplary work that is above and beyond |
| Takes little to no initiative, even with prompting | Collaborative, skilled and reliable. Uses integrity and honesty | A team leader that inspires other employees. Is a great coach that always delegates and empowers with effective communication |
| Requires more than the expected level of supervision due to lower quality work or level of learning required to complete role successfully | Possesses full depth and breadth of role knowledge | Demonstrates exceptional depth and breadth of role knowledge. Consistently shares expertise with peers |
| Inconsistent interactions with peers and/or management | Consistently interacts effectively with peers and/or management | Demonstrates superb role model behavior and work ethic for others to emulate |

| Categories | | | |
|--|--------------------------------|-------------------------------|----------------------------|
| 1. Job Knowledge and Skills Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 2. Communicates effectively with supervisor, peers, and customers Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 3. Skill at planning, organizing and prioritizing workload Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 4. Ability to work independently Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 5. Demonstrates Initiative Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 6. Ability to work cooperatively with supervision or as part of a team Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 7. Willingness to take on additional responsibilities Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |

| | | | |
|---|-----------------------------|----------------------------|----------------------------|
| 8. Reliability (attendance, punctuality, meeting deadlines) Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 9. Situational Awareness and good judgement Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 10. Performance Goals Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |

For employees with supervisory responsibilities:

☒ N/A

| | | | |
|---|-----------------------------|----------------------------|----------------------------|
| 11. Displays fairness towards all subordinates Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 12. Identifies performance expectations, gives timely feedback and conducts formal performance appraisals Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 13. Delegates responsibility where appropriate Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 14. Takes timely and appropriate corrective or complimentary action with employees Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |
| 15. Takes specific steps to create and develop their diverse teams and to promote an inclusive environment. Comment: | <input type="checkbox"/> NI | <input type="checkbox"/> S | <input type="checkbox"/> E |

Performance Development Plan-In preparation please do the following:

- Reflect on what was done during the year (accomplishments)
- Opportunities for improvement

SMART Goals:

| | |
|---|---------|
| Soft Skills- Example: Leadership Listening Teamwork Communication Problem Solving Work Ethic Flexibility/Adaptability Interpersonal | Goal #1 |
| Technical Skills Example: Advance Microsoft Word/Excel/Power Point... Employ Florida/GeoSol Social Media Tools... | Goal #2 |
| Professional Growth Example: Continuing Education Professional Development Activities/Classes/Seminars/Conferences | Goal #3 |

Staff Signature: _____ Date: _____

Manager/Supervisor Signature: _____ Date: _____



RECORD OF ACTION/APPROVAL

Executive Committee Monday, August 17, 2020

TOPIC/ISSUE:

Sub-grantee Agreement Compliance- Board Member Orientation

BACKGROUND:

The Sub-grantee Agreement calls for certain approvals by the Board.

“d. The Board shall ensure Board members complete mandatory Board orientation and training. The Board shall take all reasonable steps necessary to encourage attendance by the CLEO at Board orientation and training. The Board shall retain and provide to DEO upon request the dates of training and sign-in sheets (or other evidence of attendance) of training participants.”

POINTS OF CONSIDERATION:

Orientation is currently provided through an online program, while some aspects of information can be used, the agreement calls for inviting the local elected officials and maintaining attendance sign in sheets.

Attached are two orientation topic outlines: one from the 2015-2016 period when we held in person meetings; and, the online orientation outline. The 2020 document describes how we informed new members of the online orientations and the other documents that were transmitted.

STAFF RECOMMENDATIONS:

Members review outlines and advise staff on topics for the in person orientation

COMMITTEE ACTION:

BOARD ACTION:

2020 Board Member Orientation

Email sent with the following items:

- Welcome Letter signed by Chair with link to CLM website to review
 - New Board Member Orientation Prezi
 - Committee Member Orientation Prezi
- Recent Reports
 - Performance Measures
 - Performance Indicators
 - Recent quarterly CLM/Mobi reports
- ADM-2 Form
- Form 1
- Committee Assignments
- Meeting Schedule

New Board Member Orientation – Video – 23 minutes – Prezi

General Presentation

- Verbal Summary - WIOA
- Center Locations and Mobi
- Florida Workforce Structure – Org Chart
- Verbal Local Structure and Service Provider
- Roles of the Board
 - Local Plan
 - Program Oversight
 - Convening, Brokering, Leveraging
 - Employer Engagement
 - Career Pathways Development
 - Proven and Promising Practices
 - Technology
 - Selection of Service Providers
 - Budget and Administration
 - Workforce Research and Regional Labor Market Analysis
 - Coordination with Education Providers
 - Negotiation of Local Performance Accountability Measures
 - Accessibility for Individuals with Disabilities

Legal Obligations Presentations

Sunshine Laws

- Special District
- Meeting Prerequisites
- Violations

Conflict of Interest

- Statutes
- Disclosures
- Penalties
- ADM-2 Code of Conduct/Conflict of Interest Form and Policy

Duties of Corporate Directors

- Duty of Knowledge
- Duty of Care
- Duty of Skill
- Duty of Prudence
- Duty of Diligence
- Duty to Manage
- Duty for Delegation
- Duty to Avoid Conflicts of Interest
- Duty to Act Within Scope of Authority

Required Financial Disclosures

Committee Member Orientation – Video – 10 minutes – Prezi

Orientation of Committee Structure and Responsibilities

- Board Org Structure
- Committee Responsibilities
- Review of each committee and responsibilities

2015-2016 HandBook to Accompany Online Board Member Orientations

Section 1

Items to Accompany Online Board Member Orientation

Primary Board Responsibilities

- Local Plan
- Program Oversight
- Convening, Brokering, Leveraging
- Employer Engagement
- Career Pathways Development
- Proven and Promising Practices
- Technology
- Selection of Service Providers
- Budget and Administration
- Workforce Research and Regional Labor Market Analysis
- Coordination with Education Providers
- Negotiation of Local Performance Accountability Measures
- Accessibility for Individuals with Disabilities

Presentation Script for Online Board Member Orientation

Primary Board Functions Chart

Roles of the Board Chart

Workforce Structure Chart

Section 2

Legal Presentation

Sunshine Laws

- Special District
- Meetings
- Violation

Conflicts of Interest

- Statutes
- Disclosure
- Penalties
- ADM-2 Code of Conduct/Conflict of Interest Form and Policy

Duties of Corporate Directors

- Duty of Knowledge
- Duty of Care
- Duty of Skill
- Duty of Prudence
- Duty of Diligence
- Duty to Manage
- Duty for Delegation
- Duty to Avoid Conflicts of Interest
- Duty to Act Within Scope of Authority
















Financial Disclosure Form 1 Review

Section 3

Budget

Section 4

DEO Region 10 Annual Performance Review Performance Reports

-  Section 4 2015 DEO Performance Presentation
-  Section 4 Key Services Diagram Update 7 1 14-6 30 15
-  Section 4 Performance Measures September 2015
-  Section 4 Quarterly Citrus County Report JUL-SEP 2015
-  Section 4 Quarterly Levy County Report JUL-SEP 2015
-  Section 4 Quarterly Marion County Report JUL-SEP 2015
-  Section 4 Quarterly MRU 1 Report JUL-SEP 2015
-  Section 4 Quarterly MRU 2 Report JUL-SEP 2015
-  Section 4 September 2015 Workforce Intel 1
-  Section 4 September 2015 Workforce Intel 2
-  Section 4 September 2015 Workforce Intel 3
-  Section 4 September 2015 Workforce Intel 4
-  Section 4 September 2015 Workforce Intel 5
-  Section 4 September 2015 Workforce Intel 6
-  Section 4 September 2015 Workforce Intel 7

Section 5

Bylaws

Acronyms

Section 6

Staff Organizational Chart

Regional Map

Note: The 2014 Handbook contained Committee Assignments and Committee Descriptions/Goals

Section 7

Meeting Schedule

Fact Sheet (Basic Info Sheet on Meetings)

Section 8

Board Member Contracts (Policy)



RECORD OF ACTION/APPROVAL

Executive Committee Monday, August 17, 2020

TOPIC/ISSUE:

Sub-grantee Agreement Compliance- Level 2 Screening- Positions of Special Trust

BACKGROUND:

The Sub-grantee Agreement calls for certain approvals by the Board.

b. Level 2 Screenings.

i. The Board shall identify and disclose to DEO all Board staff positions that may be granted access to confidential data, including confidential data stored in the information systems used by workforce service providers to manage and report participant information. The Board must review all Board staff positions to determine if the positions should be designated as a position of Special Trust. Positions determined by DEO to be positions of special trust, and all employees placed or considered for placement in a Board Special Trust Position must undergo a Level 2 background screening as set forth more specifically below. For all Board Special Trust Positions, only a Level 2 background screening is necessary.

ii. Level 2 background screenings are necessary to ensure individuals with criminal convictions or individuals that are under criminal investigation or become under criminal investigations related to theft, fraud, forgery, embezzlement, crimes of violence or any similar matters are not approved for access to confidential information. This includes individuals who plea or pleaded nolo contendere or no contest to such charges or offenses; negative information of this type may disqualify a person from being granted access to confidential information under this Agreement. The Level 2 background screenings must include a state and National Criminal Information Center check through the Federal Bureau of Investigations with no negative results to the above type of offenses/convictions.

iii. For Board employees that have not had a Level 2 background screening within the past five years and who are currently employed in a Board Special Trust Position, the Board shall transmit a list of those employees in the method prescribed by DEO, in form and substance acceptable to DEO, within 45 days after request by DEO. DEO and the Board shall coordinate to establish a timeline to conduct all level 2 background screenings for current Board employees in a Board Special Trust Position. If the Board intends to place a new employee in a Board Special Trust Position, then the Board shall

require that employee undergo a Level 2 background screening prior to any offer of employment. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.

POINTS OF CONSIDERATION:

Positions of Special Trust are ones that have the ability to change information, files, etc.

STAFF RECOMMENDATIONS:

The following positions are recommended for consideration:

CEO; Executive Vice President; Director of Finance; Director of IT; Accountant; and Bookkeeper II;

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

Executive Committee Monday, August 17, 2020

TOPIC/ISSUE:

Sub-grantee Agreement Compliance- Required Local Positions

BACKGROUND:

The Sub-grantee Agreement calls for certain approvals by the Board.

21. REQUIRED LOCAL POSITIONS. Appointed individuals may serve in more than one capacity or perform other job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall appoint:

- a. A Regional Security Officer.
- b. A custodian for purchased property and equipment.
- c. A personnel liaison (must be a DEO merit staff member).
- d. A public records coordinator.
- e. An Equal Opportunity Officer, consistent with 29 CFR part 38.
- f. An Ethics Officer
- g. A Disability Navigator

POINTS OF CONSIDERATION:

STAFF RECOMMENDATIONS:

- a. A Regional Security Officer- Dale French
- b. A custodian for purchased property and equipment- Dwain Henderson
- c. A personnel liaison (must be a DEO merit staff member)- Bonnie Johnson
- d. A public records coordinator- Cory Weaver
- e. An Equal Opportunity Officer, consistent with 29 CFR part 38- Iris Pozo
- f. An Ethics Officer- Iris Pozo
- g. A Disability Navigator- Luis Perez

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

Executive Committee Monday, August 17, 2020

TOPIC/ISSUE:

Sub-grantee Agreement Compliance- Schedule of Operations

BACKGROUND:

The Sub-grantee Agreement calls for certain approvals by the Board.

g. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one- stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board's website in a conspicuous, easily-accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a shutdown, the Board shall ensure that DEO and the State Board are informed within 48 hours of such shutdown or potential shutdown

POINTS OF CONSIDERATION:

Requires the Board to set hours of operation and official dates of closure. Holiday schedule should be either federal, state or county schedule. Board can give prior approval to deviations to the schedule.

See attached schedules: current holidays; federal; state; and, Marion County.

CLM has 10 holiday closures, the same number as the federal schedule, except that instead of Washington's Birthday and Columbus Day, CLM has the Friday after Thanksgiving and Christmas Eve.

In addition, CLM offices/centers close four (4) times per year for staff training

For hours of operation, CLM's normal hours of operation are Monday through Friday, 8:00am until 5:00 pm. During COVID, the hours of public access are 9:00 am until 4:00 pm, this allows staff to properly clean and sanitize the facilities.

STAFF RECOMMENDATIONS:

Adopt the Federal Holiday Schedule, with the following deviation: substitute the Friday after Thanksgiving and Christmas Eve for Washington's Birthday and Columbus Day.

Approve CEO designating up to four(4) staff training days per year, providing the Board and DEO at least two weeks advanced notice with the notice posted on each office and on the website and through social media.

Approve the normal hours of operation to be Monday through Friday 8:00 am through 5:00 pm. Authorize COVID hours of public operation to be Monday through Friday, 9:00 am through 4:00 pm.

COMMITTEE ACTION:

BOARD ACTION:

2020 Federal Holiday Schedule

| Holiday Name | Day of Week | 2020 Observed Date |
|-------------------------------------|-------------|---------------------|
| New Year's Day | Wednesday | January 1st, 2020 |
| Birthday of Martin Luther King, Jr. | Monday | January 20th, 2020 |
| Washington's Birthday | Monday | February 17th, 2020 |
| Memorial Day | Monday | May 25th, 2020 |
| Independence Day † | Friday | July 3rd, 2020 |
| Labor Day (58 days) | Monday | September 7th, 2020 |
| Columbus Day | Monday | October 12th, 2020 |
| Veterans Day | Wednesday | November 11th, 2020 |
| Thanksgiving Day | Thursday | November 26th, 2020 |
| Christmas Day | Friday | December 25th, 2020 |

† When a holiday falls on Saturday or Sunday, most employees observed the holiday on the previous Friday or following Monday, respectively (5 U.S.C. 6103(b) and Executive Order 11582 3(a)).

2020 Florida Holiday Schedule

| Holiday | Observed |
|---|------------------------|
| New Year's Day | Wednesday, January 1 |
| Birthday of Dr. Martin Luther King, Jr. | Monday, January 20 |
| Memorial Day | Monday, May 25 |
| Independence Day (observed) | Friday, July 3 |
| Labor Day | Monday, September 7 |
| Veterans' Day | Wednesday, November 11 |
| Thanksgiving Day | Thursday, November 26 |
| Friday after Thanksgiving | Friday, November 27 |
| Christmas Day | Friday, December 25 |

*Note: If the actual holiday falls on Saturday, the preceding Friday is observed as a holiday. When a holiday falls on Sunday, the following Monday is observed as a holiday.

2020 Marion County Holiday Schedule

Employees receive nine paid holidays:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday After Thanksgiving Day
Christmas Day

Comparison of Holiday Schedules

| Holiday | CLM | Federal | State | Marion County |
|---------------------------|-----|---------|-------|---------------|
| New Year's Day | X | X | X | X |
| MLK Birthday | X | X | X | X |
| Washington's Birthday | | X | | |
| Memorial Day | X | X | X | X |
| Independence Day | X | X | X | X |
| Labor Day | X | X | X | X |
| Columbus Day | | X | | |
| Veterans Day | X | X | X | X |
| Thanksgiving Day | X | X | X | X |
| Friday After Thanksgiving | X | | X | X |
| Christmas Eve | X | | | |
| Christmas Day | X | X | X | X |
| Total Holidays | 10 | 10 | 9 | 9 |



RECORD OF ACTION/APPROVAL

**Executive Committee
Monday, August 17, 2020**

TOPIC/ISSUE:

Data sharing Agreement

BACKGROUND:

Prior to March 2020, the data of a customer signing up for Reemployment Assistance (RA) was automatically uploaded to Employ Florida. When Work Registration was waived, this process ended.

At present, unless an RA customer registered in EF directly, we do not have any personal data. We use this data in our outreach efforts and in job matching. The data is also used to apply for certain grants.

DEO has stated that in order to be provided the data, both the Board and CLEO must sign the attached Data Sharing Agreement.

POINTS OF CONSIDERATION:

The data is needed by staff to better serve our customers

STAFF RECOMMENDATIONS:

Staff recommends after-the fact approval.

COMMITTEE ACTION:

BOARD ACTION:

**DATA SHARING AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CHIEF ELECTED OFFICIAL OF [LOCAL AREA TITLE]
AND
[LOCAL WORKFORCE DEVELOPMENT BOARD]**

THIS AGREEMENT is made and entered into by and between the Florida Department of Economic Opportunity ("DEO"), the Chief Elected Official of [Local Area Title] ("CLEO"), as defined by section 3(9) of the Workforce Innovation and Opportunity Act ("WIOA"), and [Local Workforce Development Board] ("LWDB"). Collectively, DEO, CLEO, and LWDB may hereinafter be referred to as "the Parties" and individually as a "Party."

WHEREAS, except as otherwise provided in Section 443.012, Florida Statutes (F.S.), DEO has ultimate authority over the administration of Florida's Reemployment Assistance Program ("RA") pursuant to Sections 20.60(5)(c), 443.1317(1)(a), F.S., and Chapters 73B-10 and 73B-11, Florida Administrative Code, and receives certain information required under such laws and rules from certain employers, and information provided by claimants applying for or receiving RA benefits; and

WHEREAS, Florida and federal laws provide that, although RA information is confidential and disclosure of the information is restricted pursuant to 20 C.F.R. Part 603, 42 U.S.C. 1320b-7(a), Section 1137 of the Social Security Act, and section 443.1715, F.S., DEO is authorized, with specific safeguards, to provide confidential RA information to public officials, and their agents, for use in the performance of their official duties; and

WHEREAS, in response to COVID-19, Florida temporarily waived the requirement that RA claimants complete the online work registration required by section 443.091(1)(b), F.S.; and

WHEREAS, the online work registration system is a mechanism by which One-Stop career centers identify and provide RA claimants with workforce services under Chapter 445, F.S., there now exists a pool of RA claimants who the One-Stop career centers cannot identify and target for such services; and

WHEREAS, CLEO is a public official, pursuant to 20 CFR Part 603, and section 107(d)(8) of WIOA provides that CLEO has certain duties, including: (1) conducting oversight of local employment and training activities, and the local One-Stop delivery system, (2) ensuring the appropriate use and management of funds provided for same, and (3) for workforce development activities, ensuring the appropriate use, management, and investment of funds to maximize performance outcomes under section 116 of WIOA.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. PURPOSE AND USE. The purpose of this Agreement is to provide CLEO and its agent, LWDB, with certain Confidential Information to assist in the performance of CLEO's official duties. For purposes of this Agreement, "Confidential Information" has the meaning ascribed at 20 CFR 603.2(b), and is understood to include information declared confidential under section 443.1715, F.S. Use of the Confidential Information received pursuant to this Agreement is limited to conducting targeted outreach to RA claimants via mail, email, and telephone to: (1) explain the assistance available through the

workforce information system established pursuant to section 445.011, F.S.; (2) explain services available through local One-Stop career centers; and (3) provide notification of job opportunities.

II. INFORMATION TRANSMISSION. DEO will furnish Confidential Information to CLEO and LWDB through a secure Access System of DEO's choosing. The Parties shall not transmit Confidential Information via e-mail or any other manner or method not approved by DEO. DEO does not warranty the accuracy of Confidential Information transmitted pursuant to this Agreement.

III. TERM OF AGREEMENT. This Agreement is effective on the date last signed and shall remain in effect until terminated as set forth herein. The obligations of Section V. Safeguards on Confidential Information, through Section VI. Liability and Indemnification, shall survive the expiration or termination of this Agreement.

IV. AMENDMENTS AND CHANGES. This Agreement incorporates all prior negotiations, interpretations, agreements, and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement concerning the use of the Confidential Information provided. With the exception of changing liaisons, as set forth in Section VIII., any change, alteration, deletion, or addition to the terms set forth in this Agreement must be by written amendment executed by authorized signatories of the Parties. No assignments are permitted under this Agreement.

V. SAFEGUARDS ON CONFIDENTIAL INFORMATION

- A. CLEO and LWDB shall use Confidential Information only in the performance of CLEO's Official Duties as a Public Official, as those terms are used in 20 CFR Part 603, and only as permitted by Section 1. of this Agreement. CLEO and LWDB shall not use Confidential Information for any purpose, or in any manner, not specifically authorized by this Agreement. CLEO and LWDB shall limit access to Confidential Information and systems containing Confidential Information to only their authorized employees who have a recognized need for access.
- B. CLEO and LWDB shall store all Confidential Information disclosed under this Agreement on the secure Access System through which it is received. Should CLEO or LWDB need to temporarily utilize Confidential Information outside of the Access System, they shall do so only for as long as is reasonably necessary, and then immediately destroy such Confidential Information in a manner which does not permit reconstruction. CLEO and LWDB shall store Confidential Information in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means. CLEO and LWDB shall not store any Confidential Information on any portable storage media device (e.g., laptops, thumb drives, cell phones).
- C. CLEO and LWDB shall instruct all employees with access to Confidential Information regarding its confidential nature, the requirements of this Agreement, and the criminal sanctions specified in section 443.1715, F.S., and 20 CFR Part 603, against unauthorized use or disclosure of Confidential Information. By signing this Agreement, CLEO and LWDB acknowledge that all employees having access to Confidential Information have been instructed in accordance with this provision.
- D. CLEO and LWDB shall destroy all Confidential Information in their possession when the Confidential Information is no longer needed for the specific purpose authorized in this

Agreement, pursuant to the requirements of 20 CFR § 603.9(b)(1)(vi). CLEO and LWDB shall destroy any duplicate, copy, or other replication of Confidential Information in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release.

- E. CLEO and LWDB shall immediately report to DEO any known or suspected non-compliance with any provision of this Agreement, section 443.1715, F.S., or 20 CFR Part 603.
- F. CLEO and LWDB shall notify DEO of any breach of security related to Confidential Information delivered under this Agreement immediately after determination of the breach of security or reason to believe the breach occurred. If a breach is suspected or actually occurs, CLEO and LWDB shall work with DEO to ensure compliance with section 501.171, F.S. If a breach of security concerning Confidential Information delivered to CLEO or LWDB under this Agreement occurs, DEO has the right to determine if section 501.171, F.S., applies. DEO will determine if notifications are necessary and the procedure for making any notifications. CLEO and LWDB shall provide breach notifications when determined necessary by DEO. CLEO and LWDB shall not provide breach notices without prior written approval of DEO, whose approval shall not be unreasonably withheld. CLEO is responsible for all costs incurred in sending breach notifications due to any breach arising from the actions of CLEO, its employees, agents, or contractors, DEO shall not be responsible for any costs incurred in sending breach notifications due to any breach arising from the actions of CLEO, LWDB, or their employees, agents, or contractors.
- G. CLEO and LWDB shall permit DEO or its designees to conduct on-site inspections to ensure compliance with this Agreement, section 443.1715, F.S., 20 CFR Part 603, and all other applicable laws. Such inspections may take place with reasonable notice, during normal business hours, wherever Confidential Information is accessed or maintained. CLEO and LWDB shall ensure systems are maintained that are sufficient to permit an audit of their compliance with this Agreement and all applicable laws. Failure to allow such inspections and audits constitutes a material breach of this Agreement.
- H. CLEO and LWDB may not redisclose Confidential Information.
- I. CLEO shall ensure LWDB complies with all provisions of this Section V.

VI. LIABILITY AND INDEMNIFICATION. CLEO and LWDB are responsible for their own intentional acts, negligence, or omissions, and those of their employees, agents, officers, and heirs, including inappropriate release or use of the Confidential Information provided by DEO under this Agreement. Nothing in this Agreement may be construed as a waiver of sovereign immunity enjoyed by any Party to this Agreement. Notwithstanding the foregoing, CLEO and LWDB agree to indemnify, hold harmless, and defend DEO, its employees, and agents from and against any claims, damages, losses, and expenses of any kind whatsoever, including, but not limited to attorneys' fees, arising out of or resulting from this Agreement, including but not limited to any inappropriate use or redisclosure of the Confidential Information by CLEO or LWDB, their employees, agents, contractors, officers, and heirs.

VII. SUSPENSION AND TERMINATION.

- A. If CLEO or LWDB fails to comply with any provision of this Agreement, then DEO shall immediately suspend this Agreement until DEO is satisfied that corrective action has been taken, or terminate

the Agreement with notice to the Parties of same. Upon suspension or termination of this Agreement for non-compliance, CLEO and LWDB shall take all corrective actions directed by DEO.

- B. DEO may terminate its participation in this Agreement at any time, for any reason, with written notice to the Parties. CLEO and LWDB may terminate their participation in this Agreement for any reason upon 30 days written notice to the other Parties thereof. After giving or receiving notice of termination by any party, CLEO and LWDB shall ensure that all Confidential Information held by CLEO and LWDB is disposed of as directed by DEO, and as required by 20 CFR Part 603.

VIII. AGREEMENT LIAISONS.

- A. DEO designates as its liaison for all issues relating to this Agreement, [DEO Liaison], who may be contacted by telephone at [Phone], or by email at [email], and whose address is [Address].
- B. CLEO designates as its liaison for all issues relating to this Agreement, [CLEO Liaison], who may be contacted by telephone at [Phone], or by email at [email], and whose address is [Address].
- C. LWDB designates as its liaison for all issues relating to this Agreement, [LWDB Liaison], who may be contacted by telephone at [Phone], or by email at [email], and whose address is [Address].
- D. If a Party to this Agreement replaces its liaison, the Party shall immediately inform the other Parties by email of this change.

IN WITNESS HEREOF, the Parties agree to the terms and conditions as set forth in this Agreement as of the date last executed by the Parties.

CHIEF ELECTED OFFICIAL OF [LOCAL AREA TITLE]

By: _____
(Signature of authorized signatory)

Printed Name: _____

Date: _____

[LOCAL WORKFORCE DEVELOPMENT BOARD]

By: _____
(Signature of authorized signatory)

Printed Name: _____

Date: _____

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Printed Name:

Title:

Date: _____

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

Office of General Counsel

Approved as to form and legal sufficiency,
subject only to full and proper execution
by the Parties

By: _____

Date: _____

DRAFT



RECORD OF ACTION/APPROVAL

**Executive Committee
Monday, August 17, 2020**

TOPIC/ISSUE:

Signatory Authority: Executive Vice President

BACKGROUND:

Kathleen Woodring, as Executive VP (EVP), is authorized to sign all documents, including checks. With her retirement and the promotion of Dale French into the position of EVP, Dale will share signature authority with the CEO for all documents, including checks.

POINTS OF CONSIDERATION:

1. Confirm the Board's intention to approve signature authority for the position of EVP.
Approval of signature authority will ensure prompt and efficient operations during the transition to retirement of Kathleen Woodring.

STAFF RECOMMENDATIONS:

CEO Recommends approval

COMMITTEE ACTION:

BOARD ACTION: