

## CAREERSOURCE CITRUS LEVY MARION BOARD MEETING

## **MINUTES**

DATE:September 9, 2020PLACE:College Of Central Florida, Lecanto, FLTIME:11:30 a.m.

#### MEMBERS PRESENT

### Albert Jones Angie White Arno Proctor Brandon Whiteman Carol Jones Charles Harris Darlene Goddard David Pieklik Debra Stanley Fred Morgan Jeff Chang John Hemken Jorge Martinez Kathy Judkins Kevin Cunningham Kimberly Baxley Lanny Mathis Mark Paugh Pat Reddish Pete Beasley Rachel Riley Ted Knight Theresa Flick William Burda

## MEMBERS ABSENT

Bruce Register Judy Houlios Mark Vianello Mike Melfi Nicole Nash Stacy Swain

## **OTHER ATTENDEES**

Rusty Skinner, CSCLM Kathleen Woodring, CSCLM Robert Stermer, Attorney Dale French, CSCLM Cory Weaver, CSCLM Cindy LeCouris, CSCLM Laura Byrnes, CSCLM Cira Schnettler, CSCLM Shellonda Rucker, Eckerd

## CALL TO ORDER

The meeting was called to order by Kim Baxley, Chair, at 11:35 a.m.

## ROLL CALL

Cira Schnettler called roll and a quorum was declared present.

## APPROVAL OF MINUTES

Al Jones made a motion to approve the minutes from the June 3, 2020 meeting. Charles Harris seconded the motion. Motion carried.

#### INTRODUCTION OF NEW MEMBERS

Kim Baxley introduced two new members from Levy County; Stacy Swain of Ralph's Burger House and John Hemken with A&M Manufacturing. John Hemken shared information about his position and business. Stacy Swain was not in attendance and will have an opportunity to share at a future meeting.

#### PUBLIC COMMENT

None

#### **DISCUSSION ITEMS**

Customer Feedback

Cindy LeCouris explained that the management team felt it was important to share with the Board examples of positive feedback from customers highlighting the ongoing professional, caring, and empathetic way staff is working during these stressful times. Staff in all of the Centers are working extremely hard to maintain the highest levels of service to our customers

#### **ACTION ITEMS**

<u>CEO Contract Review – 6/15/2020 - Review and recommendation of CEO Contract</u> (2020-2021)

Kathy Judkins made a motion to accept Rusty Skinner's contract. Pat Reddish seconded the motion. Motion carried.

#### Targeted Occupational List

Kevin Cunningham made a motion to accept the three submissions for approval and inclusion on the Targeted Occupation List. Darlene Goddard seconded the motion. Motion carried.

#### **CONSENT AGENDA**

<u>Performance and Monitoring – 8/11/2020</u> Performance Negotiations

Committee Chair Ted Knight provided a summary of the committee activities.

<u>Business and Economic Development – 8/13/2020</u> No Action Items

Committee Chair Pete Beasley provided a summary of the committee activities.

<u>Career Center – 8/20/2020</u> No Action Items Committee Chair Charles Harris provided a summary of the committee activities.

<u>Marketing and Outreach – 8/26/2020</u> No Action Items

Committee Chair Al Jones provided a summary of the committee activities.

Executive Committee - 6/25/2020, 8/17/2020, 9/2/2020

Joint Auditing Services RFP Powell and Jones Underwood and Sloan Board Member Orientation Special Trust Positions Required Positions Schedule of Operations Data Sharing Agreement Signature Authority Breach of Security/Incident Response Policy Budget Employee Handbook Updates Customer Code of Conduct Policy Joint Audit Proposal Selection

Committee Chair Kim Baxley provided a summary of the committee activities.

Kevin Cunningham made a motion to approve all consent agenda items. Kathy Judkins seconded the motion. Motion carried.

#### **PROJECT UPDATES**

None

#### MATTERS FROM THE FLOOR

None

## ADJOURNMENT

There being no further business, the meeting was adjourned at 12:10 p.m.

## **APPROVED:**

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## Board Meeting – Wednesday, September 9, 2020 CEO Contract Review Committee – Monday, June 15, 2020 Board Meeting – Wednesday, June 3, 2020 CEO Contract Review Committee – Thursday, April 16, 2020

#### TOPIC/ISSUE:

Discussion and recommendation for renewal of CEO contract for 2020 - 2021

## BACKGROUND:

CEO Salary History									
Year	Salary	Increase							
2015	\$ 116,499.97	No increase							
2016	\$ 120,000.19	3%							
2017	\$ 123,600.26	3%							
2018	\$ 127,308.00	3%							
2019	\$133,036.86	4.5 %							
2020	\$137,028.00	3%							

## **POINTS OF CONSIDERATION:**

## STAFF RECOMMENDATIONS:

#### **COMMITTEE ACTION:**

4/16/2020 - Kathy Judkins made a motion to extend Rusty Skinner's contract for 60 days after expiration day to consider changes to compensation based on what is available for staff. Kim Baxley seconded. Motion carried.

6/15/2020 - Kim Baxley made a motion to approve Rusty Skinner's contract beginning on July 1, 2020 along with the 3% salary increase that was provided to staff. Kathy Judkins seconded the motion. Motion carried.

#### **BOARD ACTION:**

6/3/2020 - Darlene Goddard made a motion to authorize Rachel Riley, Chair, to sign the contract with an extension until October 15 providing time for the board to approve the final 2020-2021 contract. Kathy Judkins seconded. Motion carried.
9/9/2020 - Kathy Judkins made a motion to accept Rusty Skinner's contract. Pat Reddish seconded the motion. Motion carried

#### EMPLOYMENT CONTRACT

This employment contract (hereinafter "Contract") is entered into the <u>9th</u> day of <u>September</u>, 2020 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. <u>Employment.</u> 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. <u>No Limitation on Duties.</u> The above is intended to provide a general framework of professional requirements and not intended by either party to be a limiting description.

3. <u>Compensation.</u> CLMRWDB agrees to pay SKINNER a base salary of One Hundred Thirty Seven Thousand Twenty Eight Dollars (\$137,028.00) per year, effective July 1, 2020, 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. <u>Benefits.</u> CLMRWDB agrees to provide SKINNER benefits and working conditions in accordance with CLMRWDB Personnel Policies, except for the following:

- (a) <u>Life Insurance.</u> 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 Scrogham and Ian Edward Skinner, named as equal alternate beneficiaries.
- (b) <u>Leave.</u> SKINNER shall be authorized personal leave in accordance with CLMRWDB personnel policies. 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. <u>Expenses.</u> 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. <u>Effective Date and Duration.</u> This Contract shall be effective the 1<sup>st</sup> day of July, 2020, and shall be in effect until midnight June 30, 2021.

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

8. <u>Termination and Severance Pay.</u> 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 Fifty Two Thousand Seven Hundred Three Dollars (\$52,703.00). 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.
- (n) Any negligence or misconduct in the performance of SKINNER's duties that results in any detriment to CLMRWDB.

9. <u>Outside Consulting.</u> 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. <u>Special Evaluation Criteria and Specific Goals.</u> 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. <u>Extension</u>. 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. This contract supersedes and cancels any extension agreement entered into by the parties prior to its effective date.

Dated:

Witnesses as to CLMR WDB:

Witnesses as to SKINNER:

Citrus Levy Marion Regional Workforce Development Board, Inc.

R Baxley

**Rusty Skinner** 2020.09.09 17:07:17

-04'00' Thomas Edward Skinner, Jr.



## Board Meeting Wednesday, September 9, 2020

## TOPIC/ISSUE:

Training Provider/Program Certification for PY 2020-2022 additions

## **BACKGROUND**:

Pursuant to CSCLM Local Policy - OPS-28 Area Targeted Occupational List and DEO State policy guidance #90, all training providers are required to recertify their eligibility to provide training services as well as provide performance information for the programs they wish to have included on our Area Targeted Occupation List (ATOL). The ATOL is a living document that changes throughout the year based on the needs of local businesses.

## POINTS OF CONSIDERATION:

There have been program additions since the June 3, 2020 board meeting. These submissions are being presented for approval and inclusion on our Area Targeted Occupation List. The additions since the last board meeting are:

College of Central Florida – four degree programs New Horizons – Gulf Coast Taylor College – Prep courses, RN and Physical Therapy

## **STAFF RECOMMENDATIONS:**

Approve additions to the Targeted Occupation List per the approved programs and providers on the attached list.

## **COMMITTEE ACTION:**

## **BOARD ACTION:**

Kevin Cunningham made a motion to accept the three submissions for approval and inclusion on the Targeted Occupation List. Darlene Goddard seconded the motion. Motion carried.



### Board Meeting – Wednesday, September 9, 2020 Performance and Monitoring Committee - Tuesday, August 11, 2020

#### TOPIC/ISSUE:

Performance Negotiations

#### **BACKGROUND**:

Local Workforce Development Boards negotiate Workforce Innovation and Opportunity Act (WIOA) and Wagner Peyser (WP) performance goals with the Department of Economic Opportunity every two years. This year we are due to negotiate on performance goals for Program Year 2020-2021 and Program Year 2021-2022. At DEO's request, our counter proposal was submitted on August 3<sup>rd</sup> and negotiations took place on August 6<sup>th</sup>.

## POINTS OF CONSIDERATION:

In DEO's proposal, most of our goals increased significantly due to our past performance.

- Due to current conditions with the pandemic and the spike in Unemployment Rate, it is unlikely we could meet some of these goals, particularly those tied to employment and wage rate.
- Dislocated Worker goals will also be more difficult to reach due to the Work Registration waiver currently in effect for Reemployment Assistance claimants. Work Registration is the process by which claimants are identified in our jobs system, Employ Florida. We currently have no way to identify these individuals to provide services.
- Our negotiated goals are attached.

## STAFF RECOMMENDATIONS:

Approve LWDB 10's negotiated goals

## **COMMITTEE ACTION:**

William Burda made a motion to accept the proposed performance goals for the next two program years. Brandon Whiteman seconded the motion. Motion carried.

## **BOARD ACTION:**

Measures	PY 2019 Acutal Negotiated Performance Levels	PY 2020 Proposed Performance Levels	Accept Proposed Performance Levels? (Select Yes or No From Drop Down)	Proposed Level of Performance (Leave blank if accepting State Performance Level)	Negotiated		
Adults:							
Employed 2nd Qtr After Exit	85.2%	95.0%	NO	85.2%	85.2%		
Employed 4th Qtr After Exit	82.5%	93.0%	NO	82.5%	83.0%		
Median Wage 2nd Quarter After Exit	\$6,850	\$7,100	NO	\$6,850	\$7,000		
Credential Attainment Rate	88.0%	88.0%	YES				
Measurable Skills Gain	N/A	50.0%	YES				
Dislocated Workers:							
Employed 2nd Qtr After Exit	83.2%	85.0%	NO	83.2%	83.2%		
Employed 4th Qtr After Exit	76.0%	85.0%	NO	76.0%	79.0%		
Median Wage 2nd Quarter After Exit	\$6,850	\$10,500	NO	\$6,850	\$7,000		
Credential Attainment Rate	75.2%	75.2%	YES				
Measurable Skills Gain	N/A	75.0%	YES				
Youth:							
Employed 2nd Qtr After Exit	75.5%	81.0%	NO	75.5%	75.5%		
Employed 4th Qtr After Exit	69.2%	78.0%	NO	69.2%	73.0%		
Median Wage 2nd Quarter After Exit	\$3,100	\$3,300	NO	\$3,100	\$3,200		
Credential Attainment Rate	85.3%	90.0%	NO	85.3%	85.3%		
Measurable Skills Gain	N/A	88.0%	YES				
Wagner-Peyser:							
Employed 2nd Qtr After Exit	62.2%	73.5%	NO	62.2%	65.0%		
Employed 4th Qtr After Exit	64.2%	69.0%	NO	64.2%	64.2%		
Median Wage 2nd Quarter After Exit	\$4,850	\$5,800	NO	\$4,850	\$5,000		

Measures	PY 2021 Proposed Performance Levels	Accept Proposed Performance Levels? (Yes or No)	Negotiated	
Adults:				
Employed 2nd Qtr After Exit	95.0%	NO	92.0%	92.0%
Employed 4th Qtr After Exit	95.0%	NO	90.0%	90.0%
Median Wage 2nd Quarter After Exit	\$7,300	NO	\$7,000	\$7,000
Credential Attainment Rate	88.0%	YES		
Measurable Skills Gain	50.0%	YES		

Dislocated Workers:				
Employed 2nd Qtr After Exit	90.0%	NO	85.0%	85.0%
Employed 4th Qtr After Exit	87.0%	NO	85.0%	85.0%
Median Wage 2nd Quarter After Exit	\$10,750	NO	\$9,750	\$9,000
Credential Attainment Rate	75.2%	YES		
Measurable Skills Gain	75.0%	YES		

Youth:				
Employed 2nd Qtr		NO	80.0%	80.0%
After Exit	83.0%	NO	80:0%	80.0%
Employed 4th Qtr		NO		75.0%
After Exit	80.0%	NO	75.0%	75.0%
Median Wage 2nd		NO	\$3,200	\$3,200
Quarter After Exit	\$3,500	NO	\$5,200	\$3,200
Credential		VEC		
Attainment Rate	92.0%	YES		
Measurable Skills		NO	88.0%	88.0%
Gain	90.0%	NO	88.0%	88.0%

Wagner-Peyser:				
Employed 2nd Qtr After Exit	75.0%	NO	69.0%	69.0%
Employed 4th Qtr After Exit	71.0%	NO	68.0%	68.0%
Median Wage 2nd Quarter After Exit	\$5,900	NO	\$5,500	\$5,300



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - Thursday, June 25, 2020

## TOPIC/ISSUE:

Joint Auditing Services RFP

## **BACKGROUND:**

CareerSource Citrus Levy Marion and CareerSource North Florida have an existing agreement that establishes a joint financial relationship with regard to the accounting and reporting for both organizations. We are required to have a third party conduct annual auditing of our financial record keeping and accounting principles. We will need to release a Request for Proposals to solicit accounting firms that are capable of conducting such audits. This RFP requests a firm that can conduct the auditing for both CareerSource Citrus Levy Marion and CareerSource North Florida. Our current contract for auditing services ends on June 30, 2020.

## **POINTS OF CONSIDERATION:**

This RFP will solicit proposals that will result in a contract of services. CareerSource North Florida will have the option of using this RFP to establish their contract as well. Staff will submit the proposals to the Executive Committee for review and selection at the next scheduled meeting.

## STAFF RECOMMENDATIONS:

Approve release of a Request for Proposals for Joint Sub-Recipient Auditing services.

## **COMMITTEE ACTION:**

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

## **BOARD ACTION:**



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - Thursday, June 25, 2020

#### **TOPIC/ISSUE:**

Approval of renewal of contract for Powell and Jones sub-recipient monitoring

#### BACKGROUND:

This will be the third renewal (fourth program year) of the sub-recipient agreement with Powell and Jones. Powell and Jones provides the required audit of Eckerd Connect as a sub-recipient of CareerSource CLM. We can retain auditors for a total of five program years.

#### **POINTS OF CONSIDERATION:**

The contract is on an annual engagement schedule not to exceed \$3800.00. A renewed agreement will be effective through June 30, 2021

#### STAFF RECOMMENDATIONS:

Approve renewal of the contract with Powell and Jones.

#### **COMMITTEE ACTION:**

Ted Knight approved renewal of the contract with Powell and Jones. Charles Harris seconded the motion. Motion carried.

#### **BOARD ACTION:**



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - Thursday, June 25, 2020

#### TOPIC/ISSUE:

Renewal of Independent Monitoring Services Contract with Underwood Sloan and Associates

## BACKGROUND:

We engaged in an agreement with Underwood Sloan and Associates to conduct a partial independent monitoring of our financial and programmatic processes in January, 2020. The current monitoring is being executed. The initial agreement was for the period of January 2020 through June 30, 2020. Our intent is to maintain ongoing independent monitoring. The estimated cost for annual reviews is not to exceed \$50,000.00 per the accepted proposal.

## POINTS OF CONSIDERATION:

An agreement renewal would allow Underwood Sloan and Associates to continue monitoring through program year 2020-2021. The renewed agreement will be effective through June 30, 2021 and can be renewed at the Executive Committee and Board's authorization.

## **STAFF RECOMMENDATIONS:**

Approve a contract renewal with Underwood Sloan and Associates to continue thirdparty monitoring.

## **COMMITTEE ACTION:**

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

## **BOARD ACTION:**



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - 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:**

Charles Harris made a motion to accept the new format of the board orientation and Pete Beasley seconded the motion. Motion carried.

#### **BOARD ACTION:**



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - 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:**

Ted Knight made a motion to accept the positions recommended for consideration as Special Trust positions: CEO; Executive Vice President; Director of Finance; Director of IT; Accountant; and Bookkeeper II. Al Jones seconded the motion. Motion carried.

#### **BOARD ACTION:**



# Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - 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:**

Pete Beasley made a motion to approve required local positions and the individuals recommended. Al Jones seconded the motion. Motion carried.

## **BOARD ACTION:**



# Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - 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:**

Al Jones made a motion to accept the following Schedule of Operations recommendations:

- Adopt the Federal Holiday Schedule, with the following deviation: substitute Washington's Birthday and Columbus Day for the Friday after Thanksgiving and Christmas Eve
- Approve CEO designating up to four(4) staff training days per year
- Approve the normal hours of operation to be Monday through Friday 8:00 am through 5:00 pm and authorize COVID hours of public operation, by appointment, to be Monday through Friday, 9:00 am through 4:00 pm.

Pete Beasley seconded the motion. Motion carried.

## **BOARD ACTION:**



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - 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:**

Charles Harris made a motion to approve the Board Chair and Consortium Chair signing the Data Sharing Agreement. Pete Beasley seconded the motion. Motion carried.

#### **BOARD ACTION:**



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - 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:**

Pete Beasley made a motion to give signature authority to the Executive Vice President position. Al Jones seconded the motion. Motion carried.

#### **BOARD ACTION:**



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - Wednesday, September 2, 2020

#### TOPIC/ISSUE:

Breaches of Security Policy and Procedures

#### **BACKGROUND**:

Per our sub-grantee agreement with the Department of Economic Opportunity, we are required to have policy and procedures in place for handling and reporting all breaches of security through the management information systems that house sensitive and confidential workforce system participant data.

#### **POINTS OF CONSIDERATION:**

Staff have drafted Administrative policy *ADM-25 Breaches of Security* to address all of the requirements as set forth under the sub-grantee agreement.

#### **STAFF RECOMMENDATIONS:**

Approve ADM-25 to be implemented under our official policies and procedures

## **COMMITTEE ACTION:**

Rachel Riley made a motion to approve the Breach of Security/Incident Response policy. Ted Knight seconded the motion. Motion carried.

## **BOARD ACTION:**



## **Policies and Procedures**

SECTION: Administration	POLICY # ADM-25	PAGE 1 of 10
TITLE: Breaches of Security and Fraudulent Actions	EFFECTIVE DATE: Ju	ly 1, 2020
SUPERCEDES: N/A	Dated: N/A	

**DISTRIBUTION:** All CareerSource Citrus Levy Marion employees and contractors.

**PURPOSE:** This policy outlines the process by which personnel shall respond and report instances of security breaches including DEO data and local data, fraudulent practices, and crimes, and provides guidance for staff members pursuant to 817.5681, Florida Statutes and Chapter 443 Florida Statute and section 501.701, Florida Statutes.

The purpose of this policy also provides the basis of appropriate response to incidents that threaten the confidentiality, integrity, and availability of CareerSource CLM digital assets, information systems, and the networks that access and deliver DEO data and information. The Security Breach Policy provides a process for documentation and appropriate reporting to DEO and communication to the community. Finally, the policy establishes responsibility and accountability for all steps in the process of addressing security breaches.

**POLICY:** It is the policy of CareerSource CLM that in all instances where an employee suspects fraudulent practices, crime, and/or a breach of security concerning confidential personal information in third-party possession (personal information is defined in section 817.5681(5), Florida Statutes, as "an individual's first name, first initial and last name, or any middle name and last name, in combination with any one or more of the following data elements when the data elements are not encrypted such as

(a) social security number,

(b) driver's license number or Florida Identification Card number,

(c) account number, credit card number, or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account

Ref: Grantee Sub-Grantee Agreement – LWDB10-2020 item 7g.

DEO Breaches of Security applies to any data belonging to DEO. DEO reserves the right to determine whether the provisions of section 501.701, Florida Statutes, apply.

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The Breach of Security Policy applies to all members of CareerSource CLM staff and contractors. This Policy also includes computing or network devices owned, leased, or otherwise controlled by CareerSource CLM that can potentially access DEO data. Additionally, incidents involving confidential information apply to any computing or network device, regardless of ownership, on which confidential or restricted information is stored or by which access to confidential or restricted information might be gained. (Examples include, but are not limited to: any computer containing confidential data, a mobile device including a flash drive or mass storage device on which DEO data and credentials are stored which could be used to access confidential data, a server with access to DEO data).

## Monitoring

CareerSource CLM will have systems in place to monitor email, web traffic and firewall incidents to identify possible security breaches or fraudulent activities.

## **Computer Crimes**

Computer crimes are a violation of disciplinary standards and the commission of computer crimes may result in felony criminal charges. The Florida Computer Crimes Act, Chapter 815, Florida Statutes, addresses the unauthorized modification, destruction, disclosure or taking of information resources. The minimum-security requirements are:

1) Personal passwords are not to be disclosed.

2) Information may not be obtained for personal use by an employee or other person's personal use.

3) Computer crimes such as the unauthorized modification, destruction and disclosure of computer data or computer systems are a violation of the Computer Crimes Act, Chapter 815. F.S. and the commission of computer crimes may result in felony criminal charges. Whenever you change offices, change work locations, or leave CareerSource CLM, you do NOT, under ANY circumstances, have a right to delete or otherwise remove data from a CareerSource computer or resource.

4) A breach of security concerning data belonging to DEO are determined by the provisions of section 501.701, Florida Statutes.

## Action

CareerSource CLM Employees, DEO Employees, Service Provider Employees and Partner Employees suspecting security breaches, fraudulent practices and crimes will adhere to this policy and follow the procedures outlined below under procedures.

Security breaches, theft or loss of data and other security related incidents perpetrated against CareerSource CLM must be reported to the designated Regional Security Officer for Region 10. Any staff member with knowledge, or a reasonable suspicion, of an incident which violates the confidentiality, integrity, or availability of digital information that belongs to DEO, will make an immediate report to the following e-mail address: <u>dfrench@careersourceclm.com</u>.

The Regional Security Officer in collaboration with other senior staff including HR and IT shall determine if a reported incident IS or IS NOT a confidential information security breach or a breach of security concerning data belonging to DEO. The Regional Security Officer will inform

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the CEO of the results of the determination.

If the incident is a breach of security concerning data belonging to DEO, DEO will be notified by the Board and DEO reserves the right to determine whether the provisions of section 501.701, Florida Statutes apply.

DEO will make the determination if notifications are necessary and, if so the procedure for making and the content included in, those notifications. It will then be the responsibility of the Board to provide notifications if deemed necessary by DEO and will not provide said notifications without prior approval from DEO.

DEO will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with timelines in section 501.171, Florida Statues.

The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

For any further questions or clarification contact: Region 10 Regional Security Officer: Dale French, (352) 732-1700 ext. 2204 or email <u>dfrench@careersourceclm.com</u>.

# PROCEDURES:

1) Any employee who maintains computerized data in a system that includes personal information shall provide notice of any breach of the security of the system, following a determination of the breach, to their immediate supervisor, and CareerSource CLM's Regional Security Officer. CareerSource CLM's Board is required to provide notification to the individual and/or business entity of this state whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Such notification will be made to CareerSource CLM's CEO. The notification shall be made without unreasonable delay, consistent with the legitimate needs of law enforcement, or subject to any measures necessary to determine the presence, nature, and scope of the breach and restore the reasonable integrity of the system. Notification must be made no later than ten (10) days following the determination of the breach unless otherwise provided in this section.

2) The notification required by this section may be delayed upon a request by law enforcement if a law enforcement agency determines that the notification will impede a criminal investigation. The notification time period required by this section shall commence after the person receives notice from the law enforcement agency that the notification will not compromise the investigation.

3) For purposes of this section, the terms "breach" and "breach of the security of the system" mean unlawful and unauthorized acquisition of computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by the person. Good faith acquisition of personal information by an

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employee or agent of the person is not a breach or breach of the security of the system, provided the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

4) For purposes of this section, the term "personal information" means an individual's first name, first initial and last name, or any middle name and last name, in combination with any one or more of the following data elements when the data elements are not encrypted:

a. Social security number.

b. Driver's license number or Florida Identification Card number.

c. Account number, credit card number, or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

5) For purposes of this section, the term "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records or widely distributed media.

6) For purposes of this section, notice may be provided by one of the following methods:

a. Written notice;

b. Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in 15 U.S.C. s. 7001 or if the person or business providing the notice has a valid e-mail address for the subject person and the subject person has agreed to accept communications electronically; or

c. Substitute notice, if the person demonstrates that the cost of providing notice would exceed \$250,000, the affected class of subject persons to be notified exceeds \$500,000, or the person does not have sufficient contact information. Substitute notice shall consist of all of the following: i. Electronic mail or e-mail notice when the person has an electronic mail or e-mail address for the subject persons.

i. Conspicuous posting of the notice on the web page of the person, if the person maintains a web page.

ii. Notification to major statewide media.

7) For purposes of this section, the term "unauthorized person" means any person who does not have permission from, or a password issued by, the person who stores the computerized data to acquire such data, but does not include any individual to whom the personal information pertains.

8) For purposes of this section, the term "person" means an individual or business entity. For purposes of this section, the State of Florida, as well as any of its agencies or

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political subdivisions, and any of the agencies of its political subdivisions constitutes a person.

9) The Department of Legal Affairs may institute proceedings to assess and collect the fines provided in this section.

10) If a person discovers circumstances requiring notification pursuant to this section of more than 1,000 persons at a single time, the person shall also notify, without unreasonable delay, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as defined in 15 U.S.C. s. 1681a(p), of the timing, distribution, and content of the notices.

## DEO Data

Ref: Grantee Sub-Grantee Agreement – LWDB10-2020 item 7g.

The Board will immediately notify DEO of any breach of security, pursuant to section 501.171, Florida Statues, occurring in any operation under its control. If a breach of security concerns data belonging to DEO, DEO reserves the right to determine whether the provisions of section 501.701, Florida Statutes, apply. DEO will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide notifications if deemed necessary by DEO and will not provide said notifications without prior approval from DEO. DEO will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

## Unemployment Insurance Confidentiality

Pursuant to Florida's Unemployment Compensation Law (Chapter 443 Florida Statutes) Sections 443.171 (5) and 443.1715, F.S., it is prohibited to disclose unemployment insurance (UI) information except as authorized by law. The minimum security requirements are:

1) UI information is to be used only in an official capacity for valid administrative purposes;

2) UI information will not be disclosed except in accordance with the provision of ss. 443.171(5) and 443.1715, F.S. and Title 20 Part 603, Code of Federal Regulations.

3) The use of UI information is limited to only purposes authorized by law.

4) UI information will be stored in a place physically secure from access by unauthorized persons.

5) UI information stored and processed in electronic format, such as magnetic tapes or discs, will be maintained in such a way that unauthorized persons cannot retrieve the information by any means.

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6) Precautions will be taken to ensure that only authorized individuals can access UI information stored in computer systems.

7) UI information and any copies that are no longer needed in the performance of official duties shall be disposed of in such a way that the data cannot be reconstructed, accessed or obtained by unauthorized means.

8) Individuals who violate the confidentiality provisions set forth in ss. 443.171(5) and 443.1715, F.S, commit a misdemeanor of the second degree, punishable as provided in s. 775.082 or 775.083, F.S.

9) An individual who makes a false representation in order to obtain a social security number is in violation of s. 119.0721 F.S. and commits a felony of the third degree, punishable as provided in s. 775.082 or 775.083, F.S.

10) Passwords authorizing access to UI information are not to be divulged to any other individual.

#### Action

CareerSource CLM Employees and Board of Directors, DEO Employees and Service Provider Employees suspecting security breaches, fraudulent practices and crimes will report security breaches as stated above.

For any further questions or clarification contact the Regional Security Officer: Dale French @ (352) 732-1700 ext. 2204.

## **OFFICIAL SIGNATURE**

Thomas E. Skinner, Jr. Chief Executive Officer

EVP Coord:

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## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - Wednesday, September 2, 2020

## **TOPIC/ISSUE:**

Updated 2020 budget

## BACKGROUND:

## POINTS OF CONSIDERATION:

Budget 2020 (attachments 1 & 2) was updated for the below:

- Carryforwards after 6/30/20 reports
- Supplemental WIOA funds \$330,297
- WIOA Performance Incentive funds \$37,716

## **STAFF RECOMMENDATIONS:**

Approve updated 2020 budget

## **COMMITTEE ACTION:**

Al Jones made a motion to accept the 2020-2021 budget. Charles Harris seconded the motion. Motion carried.

## **BOARD ACTION:**

				r	1	1	1									1	1							
ATTACHMENT 1 BUDGET - CSCLM									-	-														
									-	-														
PY 2020(JULY 2020 - JUNE 2021)																								
	·				*	*	*				*	*		-	^	^	*		*	^		*		
9/2/2020	ADULT	YOUTH	TAA	DISL.	Apprenticeship	Apprenticeship	SECTOR	RURAL	VOC	WAGNER	VETERAN	WTP	SNAP	FL	BRIDGE	EMERGING	YOUTH		COVID 19	RWB 6	REA	UN-	TOTAL	
ITA requirement: 35%				WORKER	1	3	STRATEGIES	INITIATIVES	REHAB	PEYSER	DVOP			Corrections	SKILLED	INITIATIVES	BUILD 3	BUILD 2				RESTR		
DEVENUE																								
REVENUE																								
DV 0000 CONTRACTO	1.395.820	1.339.167		910.758	75.132	149,748		31,250		191.272	37.793	1.759.613	229.824	121.000						5.522	52,985		6.299.884	
P.Y. 2020 CONTRACTS CARRYFORWARD	1,395,820	1,339,167	6.227	4.574	75,132	149,748	25.088	31,250	10.831	191,272	19,565	243.647	229,824	121,000	15.333	20.833	708.089	337.506	224.951	5,522	2.684	145.875	2,684,209	
INCENTIVES/SUPPLEMENTAL	368.013	893,689	6,227	4,574	-		25,088	-	10,831	185	19,565	243,647	25,133	-	15,333	20,833	708,089	337,506	224,951		2,684	145,875	2,684,209	
TRANSFER	195.000			(195.000)	-		-				-												306,013	
TOTAL REVENUE	1.958.833	2,232,856	6,227				25.088	31.250	10.831	191.457	57,358		254.957	121.000	15,333	20.833		007 500	224,951	5,522			9,352,106	
TOTAL REVENUE	1,958,833	2,232,855	6,227	720,332	75,132	149,748	25,088	31,250	10,831	191,457	57,358	2,003,260	254,957	121,000	15,333	20,833	708,089	337,506	224,951	5,522	55,669	145,875	9,352,106	
EXPENDITURES																								
ΤΟΤΑΙ ΙΤΑ	32 99%																1	<u>├</u>						
TRAINING:	02.0370			1	1	1	1								1	1	1	1 1		1	1			
ITA %	31%			38%														1 1						
ITA/TRAINING	180,500	-	5,240	34.000	-	-	9,581	- 1	-	-	-	-	-	-	-	1	27.600	1 - 1	-	-	-	-	256,921	
OJT	10.000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	- 1	-	-	-	-	10.000	
EMPLOYED WORKER	2,000	-	-	-	-	-	-	-	-	-	-	-		-	-	1	-	- 1	-	-	-	-	2,000	
INTERNSHIPS	30,000	-	-	-	-	-	-	-	-	-	-	-		-	-		-		-	-	-	-	30,000	
ECKERD	-		-	-	-	-	-		-	-	-	-	-	-	-		-	-	-	-	-	-	-	
TRAINING STAFF	325,000	-	-	211,420	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	536,420	
TOTAL TRAINING	547,500	-	5,240	245,420	-	-	9,581	-	-	-	-	-	-	-	-	-	27,600	-	-	-	-	-	835,341	-
OPERATING:																								
SUPPORTIVE SVS.	5,000	347,104	-	498	-	-	-	-	-	-	-	306,808	-	-	-		138,720	135,013		-	-	-	933,143	
DIRECT CHARGE (STAFF)	8,500	-	-	5,400	-	-	-	-	-	-	-	400,000	91,015	58,053	12,922	-	-	-	50,000	-	-	-	625,890	
ECKERD	15,000	994,464	-	11,145			-				-	35,000		-	-		104,900	169,036		-	-		1,329,545	
DEO STAFF TRAVEL	-	-	-	-	-	-	-		-	9,600	3,000	-	-	-	-		-	-		-	-	-	12,600	
OPERATING	-	6,000	-	-	65,234	130,020	-	11,934	3,870	43,360	5,000	-	-	19,800	-	7,956	-	-	35,443	-	-	40,000	368,616	
TOTAL OPERATING	28,500	1,347,568	-	17,043	65,234	130,020	-	11,934	3,870	52,960	8,000	741,808	91,015	77,853	12,922	7,956	243,620	304,049	85,443	-	•	40,000	3,269,793	
PROGRAM SUPPORT:																								
FACILITIES	60.820	100.330	156	25,355	-	-	-	-	622	71.942	23,021	63.309	14.933	-	1,244	-	3.189	5,678	1.167	5,522	5,833	-	383,121	
PROGRAM	71,343	159,137	-	22,156	-	-	793	988	320	4,383	662	61,393	7,533	-	-	658	-	-	7,071	-	-	-	336,437	-
INFORMATION TECHNOLOGY	84,496	188,477	-	26,240	-	-	939	1,170	379	5,191	784	72,712	8,921	-	-	780	-	-	8,375	-	-	-	398,466	
OUTREACH	69,049	154,021	-	21,443			767	956	310	4,242	641	59,420	7,290	-	-	637		-	6,844	-	-	-	325,622	
BUSINESS	318,403	-	-	98,880		-	3,539	4,408	1,429	-	-	273,998	33,618	-	-	2,939		-	31,559	-	-	-	768,773	
SELF SERVICES	243,686	-	-	75,677	-	-	2,708	3,374	1,094	14,971	2,262	209,701	25,729	-	-	2,249	-	-	24,154	-	-	-	605,603	
CAREER SERVICES	282,788	-	-	96,539	-	-	3,455	4,304	1,396	19,098	2,885	267,509	32,822	28,075	-	2,869	-	-	30,812	-	-	-	772,551	
TOTAL PROGRAM SUPPORT	1,130,585	601,966	156	366,289	-	-	12,202	15,199	5,551	119,828	30,255	1,008,041	130,845	28,075	1,244	10,132	3,189	5,678	109,982	5,522	5,833	-	3,590,571	
TOTAL EXPENDITURES	4 706 595	1 040 524	5.396	628.752	65 004	130.020	24 702	27 4 2 2	9.421	470 700	20.255	1.749.849	224 960	105 029	44466	18.088	274 400	200 727	105 425	F 500	5.833	40.000	7 605 705	
TOTAL EXPENDITORES	1,706,585	1,949,534	5,390	020,/52	65,234	130,020	21,783	27,133	9,421	172,788	38,255	1,749,049	221,860	105,928	14,166	10,088	274,409	309,727	195,425	5,522	3,033	40,000	7,695,705	Admin %
ADMIN POOL	201.772	65,258	642	72,857	7,925	15,796	2.646	3,296	1.091	14.823	2,674	202,904	25,673	12.069	934	2,198	3,467	203	23,642	-	209	4.859	664.937	7.11%
GENERAL POOL	50,225	16,244	160		1,973		659	821	272	3,690	666	50,507	6,391	3,004	233				5,885	-	52	1,210	165,517	
TOTAL INDIRECT COST RATE	251,997	81,502	802	90,993	9,898	19,728	3,305	4,117	1,363	18,513	3,339	253,412	32,063	15,073	1,167	2,745	4,330	253	29,527	-	260	6,069	830,455	
BALANCE	251	201,821	29	587	0	0	0	1	47	156	15,764	(0)	1,033	(0)	(0)	0	429,350	27,526	(0)	(0)	49,576	99,806	825,946	
INDIRECT RATE CALCULATION				1		1	1										1	1 1		+			1	IDCR %
DIRECT TOTAL COSTS	1,706,585	1,949,534	5,396	628,752	65,234	130,020	21,783	27,133	9,421	172,788	38,255	1,749,849	221,860	105,928	14,166	18,088	274,409	309,727	195,425	-	5,833	40,000	7,690,183	15.17%
LESS: LEASES	(30,739)	(70,811)	(110)	(17,895)	-	-			(439)	(50,775)	(16,248)	(44,682)	(10,539)	(6,587)	(6,477)		(2,251)	(4,007)	(823)	- 1	(4,117)	-	(266,500)	
	-	-	•	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUBAWARD (ECKERDS)	(15,000) 1.660.845	(1,341,568)	-	(11,145) 599.712	- 65.234	-	- 21.783	- 27.133	-	- 122.013	- 22.007	(35,000)	-	- 99.340	- 7.689	-	(243,620)	(304,049)	- 194.601	-	- 1.716	- 40.000	(1,950,382) 5.473.301	

			1
ATTACHMENT 2			 
FUNCTIONAL BUDGET			
PY 2019			
7/1/2020-6/30/2021			
Direct charge staff	625,890		
Supportive/Special			
Svs./Operating/DEO			
staff trv	832,242		
50% ITA	256,921		
TLO	10,000		
Training staff	536,420		
Internships	30,000		
Employed worker	2,000		
Eckerd contract	1,329,545		
Eckerd participant	482,117		
Carryforward	825,946		
Program Support	3,590,571		
Indirect Costs	830,455		
Total Budget	9,352,106	-	



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - Wednesday, September 2, 2020

#### **TOPIC/ISSUE:**

Approval to Combining the Personnel Rules and Policy Handbook and the Employee Handbook

#### **BACKGROUND:**

The personnel policy handbook was a more comprehensive copy of polices and rules and the Employee handbook was just a summary of it.

## POINTS OF CONSIDERATION:

Updated policy # to reflect board approval August 17, 2020 of staff evaluation form Updated policy # to reflect board action on January 31,2019 of changes made to PLT. Updated policy # to reflect board action on January 31,2019 of changes made to titles of infractions.

Edited typos, formatting and title changes

Added Policy #801 to reflect safety as it relates to automobile usage policy and pandemic.

#### **STAFF RECOMMENDATIONS:**

By combining the two will eliminate the need for staff to have to refer to two places when looking for information on specific policies. Give the Handbook a new title of "Employee Benefits and Personnel Policies Handbook"

## **COMMITTEE ACTION:**

Ted Knight made a motion to accept the new Employee Handbook. Brandon Whiteman seconded the motion. Motion carried.

#### **BOARD ACTION:**



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - Wednesday, September 2, 2020

#### TOPIC/ISSUE:

Approval of OPS 30 Customer Code of Conduct

#### **BACKGROUND:**

Update of outdated LOP for Customer Code of Conduct and staff involvement/responsibilities in said policy.

## **POINTS OF CONSIDERATION:**

Due to an incident within the 14<sup>th</sup> Street Center updating of this policy provides guidance for staff/managers on the process of handling any customer incidents within the Career Centers. Additionally, staff can provide customers with the Customer Code of Conduct page as needed when dealing with any issues in the Career Centers.

## **STAFF RECOMMENDATIONS:**

To approve OPS 30 policy for effective management of interactions between staff and customers, this will help to ensure an understanding of expectations from both staff and customers while protecting the safety of staff and customers when incidents arise.

#### **COMMITTEE ACTION:**

Al Jones made a motion to accept the policy. Ted Knight seconded the motion. Motion carried.

#### **BOARD ACTION:**



## Board Meeting – Wednesday, September 9, 2020 Executive Committee Meeting - Wednesday, September 2, 2020

#### TOPIC/ISSUE:

Selection of a Joint Auditing accounting firm for LWDBs 6 and 10

#### **BACKGROUND**:

On July 13, 2020, we released a request for proposals (RFP) to contract an accounting firm for our annually auditing requirements four responses were received. The respondents were Powell and Jones, Grau and Associates, CRI, and MSL

#### **POINTS OF CONSIDERATION:**

Staff reviewed the proposals submitted by each of the respondents. The review was conducted by Susan Heller, Jessica Higginbotham and Dale French. Powell and Jones was the top rated firm by the staff review panel. The following page is an aggregate of the scoring matrices used to determine the top rated firms.

## STAFF RECOMMENDATIONS:

Staff recommend a review of the firms and request the committee to make a selection based on criteria detailed on the scoring matrix.

#### **COMMITTEE ACTION:**

Al Jones made a motion to accept Powell and Jones as the auditing firm. Rachel Riley seconded the motion. Motion carried.

#### **BOARD ACTION:**