

CEO Contract Review Committee College of Central Florida Enterprise Center, Suite 206 3003 SW College Rd., Ocala, FL

CEO CONTRACT REVIEW COMMITTEE

Revised 5/20/2021

AGENDA

Friday, May 21, 2021 - 9:30 a.m.

Zoom Meeting: https://us02web.zoom.us/j/85917537464
Phone: 1-646-558-8656 Meeting ID: 859 1753 7464

Call to Order

K. Baxley

Roll Call

C. Schnettler

DISCUSSION ITEMS

2020-2021 Accomplishments Pages 2 - 4 R. Skinner 2021 - 2022 Business Goals Page Ás R. Skinner

ACTION ITEMS

Review and recommendation of CEO Contract (2021-2022) Pages 6 - 11 R. Skinner

PUBLIC COMMENT

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 c	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	Zoom
2/9/2021	2/11/2021	2/18/2021	2/24/2021	3/3/2021	3/24/2021	CF Ocala
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.



2020 - 2021 Goals

The Pandemic has affected goal attainment.

1. Expand Online Learning Services

Metrix was introduced into Levy in collaboration with CF. It has also been introduced into Citrus and Marion Counties. We have been reporting Metrix numbers. Attached is the latest report.

Have offered Metrix to Levy and Citrus school districts as well as Ocala Housing Authority about three months ago. No response. Will follow up, suspect not adding things because of COVID.

Expansion of 180 stalled due to COVID

- a. Metrix Learning
 - i. Implement partnership with CF for Levy County
 - ii. Promote as option for COVID retraining
 - iii. Promote community learning in all counties
 - iv. Expand to other partners
- b. 180 Skills
 - i. Continue to promote as EWT vehicle
 - ii. Promote as option for COVID retraining

2. Regroup services to support those affected by COVID

We have seen a dramatic reduction in customers and those we are serving are, predominantly, seeking assistance with RA. Work project requirements and lack of customers caused this to be not used. We have been pushing online training, wherever we can.

- a. Work projects
- b. Retraining
 - i. Traditional training partners
 - ii. Online options

3. Continue/Expand Apprenticeship

CF pulled out of Masonry as they were uncertain about enrollments and the cost of set up. With the exception of the Lockheed project, all others have been put on hold due to COVID.

- a. Masonry in Levy
- b. Manufacturing online MRMA
- c. Lockheed Martin
- d. Existing Marion projects
- e. Regroup for Citrus

4. Continue Talent Pipeline

Staff conducted all three Career Expos, virtually, with larger attendance than the previous in-person events. Reviewing options on next year doing both in-person and virtual events.

20 videos were shot for the Career Expos, and J have been added that are Talent Pipeline.

- a. Career Expos in all three counties
- b. Videos- add 10 more private sector

5. SOTW Conference

Was held April 22

a. Plan and Implement 2021 Conference

6. Explore Super Regional Partnership

Region 9's Executive Director was terminated and they are in a re-group mode. We are planning to bring this up to the new leadership this month.

a. Joint projects with Region 9

7. Seek Competitive grants

The number of grants have been impacted by COVID and while we have been reviewing options, none are ones that staff felt comfortable in submitting.

- a. Apprenticeships
- b. Special populations



SKILL UP USERS

LOCATION	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	Total
Citrus	15	4	1	6	2	24	3	9	12	76
Citrus - CF	3	3	2	3	2	8	5	2	0	28
Levy	4	1	1	2	2	6	2	2	1	21
Levy - CF	4		1	1	0	5	1	0	1	13
Marion	39	11	9	7	7	36	13	3	7	132
Marion - CF	9	3	2	11	5	44	14	3	5	96
TOTAL	74	22	16	30	18	123	38	19	26	366

Popular Pathways

1.Business (Administrative/Management)

2. Healthcare

3. Information Technology

4. Entry Level

5. Government/Public Sector

Popular Courses

- 1. Microsoft Excel
- 2. Microsoft Word
- 3. Microsoft Outlook
- 4. Business Analysis
 - 5. Office 365
 - 6. HIPAA
- 7. Being an Effective Team Member
 - 8. Being a Better Listener
 - 9. Business Etiquette
 - 10. First Aid



2021-2022 Business Goals

- Align with requirements of HB1507 (1507)
 - Have One Stop Operator (OSO) review current MOU to conform with requirements
 - Present draft approach to Board in September/October
 - Revise with guidance from State in December or when received
 - Implementation by June 30, 2022
- Update Strategic Plan to update Annual Plan
- Develop approach/include Youth and Parental input to planning process for Youth Services- January 2022
- Revise staffing approach to universalize positions and incorporate remote work based on function NLT March 2022
 - Create staff structure to focus on "no wrong door"
 - Reduce space footprint to accommodate potential increase in co-location of partners per 1507, or
 - Reduce space needs to lower costs
- Review marketing and outreach approach to reduce costs and better target populations in need of assistance
 - Use internal capacity to create videos for podcasts, etc.
 - Analyze radio options that will target market segments better
 - Move from print media to expanded 21st century marketing
- Increase Talent Pipeline videos of businesses by 10
- Expand implementation of Metrix and 180 Skills
- Renew promotion of Apprenticeships delayed in 2021
- Plan and Implement SOTW 2022
- Career Expos
 - Return to in-person events with virtual option to increase student engagement
- Partner with Region 9 (Gainesville) to develop joint services/events
 - Report to board December 2021



RECORD OF ACTION/APPROVAL

CEO Review Committee Friday, May 21, 2021

TOPIC/ISSUE:

Discussion and recommendation for renewal of CEO contract for 2021 – 2022

BACKGROUND:

CEO Salary History				
Year	Salary	Increase		
2016	\$ 120,000.19	3%		
2017	\$ 123,600.26	3%		
2018	\$ 127,308.00	3%		
2019	\$133,036.86	4.5 %		
2020	\$137,027.97	3%		

POINTS OF CONSIDERATION:	
STAFF RECOMMENDATIONS:	
COMMITTEE ACTION:	
ROARD ACTION:	

EMPLOYMENT CONTRACT

This employment contract (hereinafter "Contract") is entered into the ______day of ______, 2021 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, 2021, 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 Two Hundred Fifty Thousand Dollars (\$250,000.00), 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 1st day of July, 2021, and shall be in effect until midnight June 30, 2022.

- 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:	Citrus Levy Marion Regional Workforce Development Board, Inc.
Witnesses as to CLMRWDB:	
	By: Kimberly Baxley Chair
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Witnesses as to SKINNER:	
	Thomas Edward Skinner, Jr.