

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

CEO CONTRACT REVIEW COMMITTEE AGENDA Wednesday, May 11, 2022 – 10:00 a.m. REVISED 5/10/2022

Zoom Meeting: https://us02web.zoom.us/j/81424426826			
Phone: 1-646-558-8656 Meeting ID: 81	4 2442 6826		
Call to Order Roll Call Approval of Minutes – May 21, 2021	Pages 2 - 3	K. Baxley C. Schnettler K. Baxley	
DISCUSSION ITEMS 2021-2022 Accomplishments 2022 - 2023 Business Goals Staff Increases	Pages 4 - 6 Page 7	R. Skinner R. Skinner R. Skinner	
ACTION ITEMS Review and recommendation of CEO Contract (2022-2023)	Pages 8 - 13	K. Baxley	

PUBLIC COMMENT

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

ADJOURNMENT

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 CEO CONTRACT REVIEW COMMITTEE MEETING

MINUTES

DATE: May 21, 2021 PLACE: College of Central Florida 3003 SW College Road Ocala, FL 34474 TIME: 9:30 a.m.

MEMBERS PRESENT

MEMBERS ABSENT

Brandon Whiteman Rachel Riley Kim Baxley, Chair

OTHER ATTENDEES

Rusty Skinner, CSCLM Bob Stermer, Attorney Cira Schnettler, CSCLM

CALL TO ORDER

The meeting was called to order by Kim Baxley, Chair, at 9:33 a.m.

ROLL CALL

Cira Schnettler called roll and a quorum was declared present.

DISCUSSION ITEMS

<u>2020 - 2021 Accomplishments and 2021 - 2022 Business Goals</u> Rusty Skinner reviewed the program year 2020-2021 accomplishments and outlined the 2021-2022 goals.

ACTION ITEMS

CEO Contract

Brandon Whiteman made a motion to approve Rusty Skinner's contract beginning on July 1, 2021 with the same terms in the contract that were granted last year, except there will be no annual increase. Kim Baxley seconded the motion. Motion carried.

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

None

ADJOURNMENT There being no further business, the meeting was adjourned at 10:54 a.m.

APPROVED:

• Align with requirements of HB1507 (1507)

This has not been accomplished. DEO has been slow to put forth policy/guidance regarding 1507 implementation. Additionally, TPMA has had staff changes that impacted their services. Underwood and Sloan will be monitoring the OSO contract

- 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

This will be accomplished at the June Board meeting. However, the delivery of this was impacted by staff changes at TPMA which occurred between our public input sessions and draft development

• Develop approach/include Youth and Parental input to planning process for Youth Services- January 2022

Eckerd uses a suggestion box in each office as part of COA accreditation. Students are encouraged to provide feedback, limited responses received. Nothing electronic at this point. We discussed a survey approach, but have not moved forward.

• Revise staffing approach to universalize positions and incorporate remote work based on function NLT March 2022

The Agile Staffing Plan has been approved and we are in the process of developing the process for certification. Expect to have initial certification area ready for testing in September. Space has been created by not replacing staff deemed not critical in current environment. Our main focus on cost reduction will be shared costs at 14th Street and discussions with CF Foundation on rental reduction.

- 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

This has been our most successful pivot. We have moved away form costly media into an aggressive social media campaign and podcasts. Rolling out geo-fence campaign for Lockheed April 2022, podcasts on website and various hosting sites, Business Showcases on Facebook and YouTube. Enhanced outreach efforts to Spanish speaking community (realtors in Hispance areas, attendance of Latin Fest, CEP connected with some of our Spanish-speaking staff to refer individuals to), Enhanced outreach to rural areas (MRU going back on road, attendance of Chiefland festival)

- Use internal capacity to create videos for podcasts, etc.
- o 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

12 videos are scheduled for early production in early May. As we work with businesses about recruitment strategies that focus on secondary schools, we are pushing these as a tool for career awareness.

• Expand implementation of Metrix and 180 Skills

Plans are moving forward for implementation of expanding with manufacturing in Levy County. Preliminary meetings have been held in late 2021 and the concept included in Good Jobs grant. Planning implementation whether grant is awarded using existing resources. The project was delayed in order for NCBDC to bring on their new Executive Director (late November).

Updated marketing materials specific to Manufacturing

• Renew promotion of Apprenticeships delayed in 2021

We have been working with MRMA and CF on expanding apprenticeships. We are investigating using RTI curricula as a basis for connecting online courses with positions as an approach to introduce the apprenticeship concept with using a name and structure that has been a tough sell by all partners.

• Plan and Implement SOTW 2022

In January we partnered with OHMRA for a combined conference that, given the SOVID status at the time, was deemed very successful. Planning for 2023 will continue this partnership but with a more balanced OHRMA/Workforce agenda

- 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

We continue to provide technical support/assistance. In the services area, we have partnered on a Ag Job Fair and are in the process of holding a Marine Manufacturers meeting with R9 and R10 educational institutions and R9 board staff (April 20).

• Good Jobs Grant

While not specifically on the goals for 2022, we convened multiple partners- NCBDC, Levy County Schools, MRMA, SBDC and CF to develop the strategy for the grant and

then wrote the grant with full input from these partners. In addition to the Metrix and 180 Skills components, we included a CDL program for CF to be located in Levy County.

• YouthBuild

We prepared a new grant proposal for the continuation of our successful YouthBuild program that was due in February 2022.

• Marine Manufactuing

On April 20, in collaboration with Region 9, we convened an initial meting of training partners and marine manufacturing companies in Gaineswville to

2023 Goals and Strategies

- Strategic Plan
 - One Stop Operator focus through 2022-23 scope of work alignment with the strategic plan
 - Ongoing staff focus on all goals
- Podcast topics

0

- Post Pandemic Employer Strategic Recruitment
 - Employee Surveys/Exit Surveys- fee for service
 - Competitive Compensation
 - Why Work for Your Company
 - Shared Jobs/Flexible work
- Shift Youth Experiential Learning to transition to work
 - 18 YO- co-enroll with AD funding to maximize resources and outcomes
 - Internships in summer after graduation
 - Experiential learning
 - Blend online and hybrid learning to include training that results in post-secondary credentials
 - HS Juniors summer and Senior school year projects
- Diversity, Equity, and Inclusion
 - Formal policy development
 - o Outreach/Communication strategy
 - Targeted media
 - Targeted event participation
 - Increase DEI in CLM staffing
- Shift focus of training funds to work-based learning
 - Apply for 25% waiver of current ITA spending requirements
 - Focus on:
 - Apprenticeships, Internships, Work Experience, Customized Business
 Training, On the Job Training
 - Training, On the Job Training
 - o ITA
- Very targeted focused on most in-demand occupations
- Apprenticeships
 - o Develop outreach collateral detailing costs that can be covered by CSCLM
 - Develop work-based training opportunities that include RTI to create apprenticeship 'models' that can later be converted to registered apprenticeship
 - o "Career Credentialing"
- Re-design the current recognition program
 - Mission/vision related
 - Length of service: 1, 5, 10, etc.
 - Board selection
 - Outside only, no internal
- Youth Programming
 - Parental Input for Youth Planning
- Implementation Agile Staffing Plan
- Update succession plan



RECORD OF ACTION/APPROVAL

CEO Review Committee Wednesday, May 11, 2022

TOPIC/ISSUE:

Discussion and recommendation for renewal of CEO contract for 2022 - 2023

BACKGROUND:

CEO Salary History			
Year	Salary	Increase	
2016 - 17	\$ 120,000.19	3%	
2017 - 18	\$ 123,600.26	3%	
2018 - 19	\$ 127,308.00	3%	
2019 - 20	\$133,036.86	4.5 %	
2020 - 21	\$137,027.97	3%	
2021 - 22	\$137,027.97	0%	

POINTS OF CONSIDERATION:

STAFF RECOMMENDATIONS:

COMMITTEE ACTION:

BOARD ACTION:

EMPLOYMENT CONTRACT

This employment contract (hereinafter "Contract") is entered into the ______day of ______, 2022 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, 2022, 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, 2022, and shall be in effect until midnight June 30, 2023.

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.
- (1) 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. 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 Witnesses as to SKINNER:

Thomas Edward Skinner, Jr.