



# CareerSource Hillsborough Pinellas CEO Selection Committee Minutes

CareerSource Hillsborough Pinellas

Tuesday, June 11, 2024 at 3:00 PM EDT

@ Hybrid / 4350 W. Cypress Street, Suite 875, Tampa FL 33607

## **Attendance**

### **Present:**

Members: Sean Butler, Michael Jalazo, Dr. Rebecca Sarlo (remote), Scott Thomas (remote), Ken Williams, Gary Hartfield, Benjamin Hom, John Howell, Mercedes Young

### **Absent:**

Members: April Neumann

## **Others in attendance**

CareerSource Tampa Bay: Anna Munro (remote), Doug Tobin (remote), Michelle Zieziula, Sheila Doyle, Tammy Stahlgren

CareerSource Pinellas: Jason Druding (remote), Steve Meier, Lysandra Montijo (remote)

Hillsborough County Government: Ken Jones (remote), Jonathan Wolf (remote)

Legal Counsel: Stephanie Marchman (remote)

Newland Associates Inc.: Vanessa Abreu (remote), Michelle Epstein (remote), Robert Newland (remote)

Pinellas County Government: Corey McCaster (remote)

### I. Call to Order, Roll Call, and Welcome (Presenters: Benjamin Hom)

Ben Hom, Chair called the meeting to order at 3:09 p.m. There was a quorum present.

### II. Public Comments (Presenters: Ben Hom)

There were none.

### III. Action / Discussion Items

#### A. Discussion on Executive Search Firm Agreement (Newland Associates, Inc.) (Presenters: Stephanie Marchman)

Stephanie Marchman was asked to look at the Newland contract and provide options due to concerns voiced at both the newly appointed board meeting and the consortium level with their handling of the CEO search process. Primary areas of concern relate to the second ranked candidate being ineligible for rehire with CareerSource Tampa Bay and Newlands communications with the committee or lack thereof.

Ms. Marchman proceeds to cite the termination language (in the addendum to the contract), “CSTB may unilaterally terminate the Agreement at any time that is determined that: i. Contractor fails to provide any of the service it has contracted to provide; or ii. Contractor fails to comply with the provisions of the Agreement or Addendum, or iii. Such termination is in the best interest of the Board. In the event the Agreement is terminated for cause, Contractor shall be deemed to be default and liable for damages sustained for any breach of this agreement by Contractor, including court cost and attorney fees, where cause is attributable to the Contractor.”

Ms. Marchman believes, based on the termination language and the information she has, particularly related to the candidate ineligible for rehire, that Newland failed to provide a contracted service.

Ms. Marchman refers to a provision of the contract where Newland commits to thoroughly vet and screen each candidate and as CareerSource Tampa Bay is a public entity and personnel records are public records, the candidate’s ineligibility to be rehired should have been found and considered before Newland presented the candidate to be interviewed and selected as a recommended candidate.

Ms. Marchman refers to a provision of the contract where Newland will help manage and coordinate the onsite and video interview processes and that Newland potentially did not deliver on this part as there were concerns regarding lack of communication with committee members about the interview process and the interviews.

Ms. Marchman’s view is CareerSource Tampa Bay could terminate the contract based on these provisions and the facts per the case. In terms of options and next steps, Ms. Marchman provided the below options

Options:

1. These concerns be brought to Newland’s attention and Newland be asked to rectify the situation and propose how they would rectify the situation.
2. Terminate the contract for one of the reasons listed in the contract based on the reasons previously given by Ms. Marchman and demand a refund. There would be a letter to Newland, notice of termination, asking for the refund and why. If this option selected, the selection committee would:
  - a. Recommend the termination to the Board and from there to the Consortium as the Consortium also has an interest in the matter in terms of approving the CEO selection process to begin with.
  - b. Recommend next steps, such as reach out to the 2<sup>nd</sup> ranked firm from the RFP (discussed that it would be ok with county attorneys) and would not have to go through another RFP that takes about 8 weeks.

Discussion ensued among the Committee members

It was decided to have a conversation, ask questions, of Robert Newland who was on the call, on what he would do to make it right before a decision is made on option 1 or 2.

#### Discussion with Robert Newland

- **Challenges and Solutions in Candidate Selection Process**  
Robert Newland addresses concerns about the candidate selection process, highlighting the challenges of coordinating schedules and the impact of media comments on candidate recruitment. He emphasizes the resiliency of his team and the commitment to finding suitable candidates, while also acknowledging the difficulties faced in the process and the need for collaboration to improve the situation.
- **Candidate Communication and Publicity Concerns**  
Robert Newland addresses the challenges encountered in the search process, emphasizing the need to continue sourcing candidates and maintain relationships. Vanessa Abreu provides insight into the thorough communication efforts with candidates and the challenges faced with media publicity, highlighting the positive feedback received from a candidate despite media challenges.
- **Discussion on Impact of Recent Events on CEO Search**  
Robert Newland and Dr. Rebecca Sarlo express their views on how recent events may affect the CEO search, emphasizing the need for clarity and direction for the new entity and board. They also discuss the importance of presenting the CEO role as an opportunity for candidates, despite the challenges posed by recent events.
- **Discussion on Termination of Newland Contract**  
Robert Newland expresses his willingness to continue working with his team and emphasizes their capability to fulfill the job. A motion is made to recommend termination of the Newland and Associates contract, with concerns raised about the organization's failure to meet the contract's basic premises and lack of trust in their ability to deliver results. Questions are raised about the remediation cost of the contract, and it is noted that the contractor has not fulfilled the contract.
- **Discussion on Termination of Contract and PR Implications**  
Heated discussion about terminating a contract and the potential PR implications. Various speakers express their dissatisfaction with the firm's performance, concerns about lack of communication, and the potential negative impact on the organization's reputation. There is a debate about whether terminating the contract would be the best course of action and the potential consequences of such a decision.

- **Discussion on Contract and Next Steps**  
Robert Newland addresses the committee, highlighting the availability of qualified candidates despite the challenges faced. The committee proposes a friendly amendment to require Newland to present a written plan to address the inadequate recruiting efforts within seven days, with the potential for contract termination if the plan is unsatisfactory. The committee members express frustration over the contract due to inadequate candidate vetting and emphasize the importance of addressing this issue.
- **Discussion on Candidate's Employment History**  
Discussion revolved around the employment history of a candidate, particularly their previous employment and their termination a decade ago.  
  
There were concerns raised about the recruiter's failure to inquire about the candidate's eligibility for rehire and discrepancies in the information provided by a reference. Robert Newland clarified they tried multiple ways to evaluate the employment of every candidate and the candidate said that they were able to be rehired. Newland indicated they contacted WorkNet and were provided a reference.  
  
The meeting also touched upon the acceptance of an amendment related to the discussion.
- **Proposal Submission and Contract Discussion**  
Debate about the timeline for proposal submission, with some members suggesting a need for more time to prepare a comprehensive package for review. There is a discussion about the importance of thorough preparation and the potential for additional meetings in the future. concludes with a unanimous decision to give seven days for the proposal submission and a commitment to schedule a review meeting shortly after receiving the proposal.

**Motion:**

To recommend to Newland to amend their contract with a written plan to address the inadequate recruiting efforts within seven days, with the possibility of contract termination if the plan is unsatisfactory.

Motion moved by Sean Butler and motion seconded by Mercedes Young. Motion carried.

**B. Discussion on CEO Application / Interview Process**

**Motion:**

To table the discussion until the next meeting.

Motion moved by Scott Thomas and motion seconded by Gary Hartfield. Motion carried.

IV. Next Steps

Schedule a meeting to review Newland's written plan to continue the search.

V. Adjournment

The meeting was adjourned at 4:45 p.m.

Minutes prepared by Tammy Stahlgren, Executive Administrative Assistant, CareerSource Tampa Bay.