

RESOLUTION NO. 2021-10

A RESOLUTION OF THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY APPROVING AN EMPLOYMENT AGREEMENT FOR THE EXECUTIVE DIRECTOR POSITION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution of the Children's Services Council of Leon County is adopted pursuant to Ordinance No. 2018-13 adopted by the Board of County Commissioners of Leon County, Florida on June 19, 2018, as approved by the electorate of Leon County at the general election conducted on November 3, 2020, section 125.901, Florida Statutes, Chapter 189, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. Article VI of the Council's Bylaws provide that an Executive Director shall be employed by a majority vote of all members of the Council and that the Executive Director shall be employed by a written contract.

B. After an extensive search and application process, the Governing Council of CSC Leon (the "Governing Council") has determined to engage Cecka Rose Green for the Executive Director position.

C. The Governing Council deems it appropriate and prudent to enter into an employment agreement (the "Employment Agreement") to provide the terms by which Ms. Green will be engaged as Executive Director.

SECTION 3. APPROVAL OF EMPLOYMENT AGREEMENT. The Employment Agreement between CSC Leon and Cecka Rose Green attached hereto as Appendix A, is hereby approved. The Governing Council hereby authorizes and directs the Chair to execute such agreement on behalf of CSC Leon.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this **16th** day of **December**, 2021.

**CHILDREN'S SERVICES COUNCIL
OF LEON COUNTY**

[Seal]

By: 

Judge Sjostrom, Chair

ATTEST:



Ted Granger, Interim Administrator

APPENDIX A
EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into, by, and between Cecka Rose Green ("Green") and the Children's Services Council of Leon County (the "Council").

WHEREAS, Article VI of the Council's Bylaws provide that an Executive Director shall be employed by a majority vote of all members of the Council and that Green shall be employed by a written contract; and

WHEREAS, the Council desires to employ Green as its Executive Director on the terms and conditions set forth in this Agreement and Green desires to accept employment as Executive Director on those same terms and conditions.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. Recitations. The Parties agree that the recitations above are true and correct and are incorporated as if fully set forth here.

2. Employment. The Council agrees to employ Green as its Executive Director and Green agrees to be so employed. Green will devote her full working time to her duties as Executive Director and will not accept, perform, or engage in any other employment or occupational or professional activity of whatever nature, paid or unpaid, while she is employed as Executive Director except as expressly set forth herein or expressly agreed to by the Council by resolution and modification of this Agreement according to its terms. However, nothing in this Agreement shall prohibit Green from occasional other unremunerated activities, such as teaching, writing, community activities, pro bono work, or civic or charitable activities as is appropriate (as determined by the Council in its sole discretion, either in advance or after such activity is undertaken) to this position of Executive Director, provided, however, that such activity shall not interfere or conflict with Green's duties as Executive Director or with the objectives, goals, mission, or policies of the Council and shall not in any way reflect unfavorably on the Council. Green shall at all times apply her best efforts to the performance of her duties as Executive Director.

3. Employment At-Will. Green acknowledges and agrees that she is employed at-will and serves at the pleasure of the Council. This Agreement and her employment may be terminated by the Council at any time and for any reason or for no reason, subject only to the express Termination provisions of this Agreement. Neither this Agreement nor any other understanding, promise, assurance, or other communication of any nature whatsoever shall be deemed to confer a property interest in her employment or its terms or conditions upon Green.

4. Duties. Green will perform the duties of the office of Executive Director as set forth in the job description attached hereto as Exhibit A and incorporated as if fully set forth here, and all such duties customary and appropriate to this position of Executive Director, and such other reasonable duties as may be assigned by the Council or its designee from time to time.

5. Legal Obligations. Green acknowledges and agrees that the Council is a public entity and that she, as Executive Director, is subject to Florida's Government in the Sunshine laws, Florida's public records laws, the applicable provisions of Part III of Chapter 112 of the Florida Statutes, and all other applicable laws relating to the governance and operations of public entities and their employees. Green agrees to abide by all such laws and agrees that failure to do so would be a material breach of this Agreement.

6. Evaluation. The Council will formally evaluate Green's performance annually. The evaluation criteria shall be determined by the Council and provided to Green at least six months prior to the formal evaluation. Formative evaluation may be provided to Green at any time by the Executive Committee. The CSC Executive Director annual evaluation process shall have the following steps:

- a. The Executive Committee shall be responsible for developing or amending a performance evaluation instrument that is reflective of Green Job Description and progress toward organizational goals.
- b. The evaluation instrument shall be approved by the Council and provided to Green at least six months prior to the completion of the evaluation by Council Members.
- c. At least two weeks before the instrument is provided to all council members for their ratings, Green shall provide the Council her written input on each of the dimensions addressed by the instrument.
- d. After review of Green's input, each executive committee member shall independently rate Green utilizing the approved evaluation instrument.
- e. A member of the Executive Committee shall collect and summarize the Council members' ratings and comments and present them to the Council.
- f. The Council shall direct the Executive Committee to share a summary of the evaluation ratings and any agreed upon feedback with Green. The Council shall also determine if any corrective action is required by Green as well as any salary adjustments, in addition to the merit increase provided in Section 9b.
- g. No overall rating of "Needs Improvement" in any area may be included in the summary evaluation unless a prior written notice of unsatisfactory performance has been provided by the Executive Committee. For any area determined to be rated as "Needs Improvement" in the annual evaluation, a mutually agreed upon improvement plan, with specific outcomes and timelines, shall be attached.
- h. The final evaluation shall be signed by both the Council Chair and Green and, with any attachments desired by the Executive Committee and or Executive Director shall be included in the official record of the Council.

7. Effective Date. This Agreement shall become effective January 1, 2022 (the "Effective Date").

8. Term. The term of this Agreement shall commence at 12:01 a.m., January 1, 2022 and shall expire at midnight, December 31, 2022; or upon Green's death; or upon Green's disability, as governed by Section 13.c.; unless terminated earlier or renewed as set forth herein. Upon expiration of this Agreement, the Council will pay to Green any amounts due for work performed through the date of expiration, reimbursements due as of the date of the expiration, and any other payments due pursuant to this Agreement, and any other payment required by law, and neither party shall have any further obligation to the other except as expressly set forth in this Agreement. Nothing in this Agreement shall impair or limit the right of either Party to terminate the Agreement according to the terms set forth in Sections 12 and 13.

9. Compensation. Green shall receive compensation for performing the duties of Executive Director as set forth in this Section 9. Nothing other than those items set forth in this Section 9 shall be considered or treated as compensation, wages, salary, earnings, or remuneration to Green for any purpose whatsoever, including for the purposes of Section 448.08, Florida Statutes, or in proceedings related to any dispute between the Parties.

a. Salary. The Council shall pay Green an annualized salary of \$120,000 to be earned and to accrue bi-weekly. This salary shall be paid bi-weekly according to the usual payroll practices of the Council.

b. Merit Increase – If, based upon its evaluation of Green's performance undertaken pursuant to Section 6, the performance of the Council during the year, and such other factors and conditions as the Council deems relevant, the Council believes Green has met the Council's performance expectations as Executive Director, Green's salary will be increased by not less than \$5,000, to take effect upon commencement of her next renewal term or extension of her current term, but not earlier than one year from the initial effective date of this Agreement. This merit increase is separate and apart from any other salary increase the Council may award Green pursuant to Section 6 or otherwise.

c. Retirement Plan. Green shall participate in the Florida Retirement System (FRS) and shall be designated by the Council as a Senior Management Service Class, as appropriate. Both parties will annually contribute to the FRS the amounts required for Senior Management Service Class members for the retirement plan selected by Green.

d. Health Insurance. Green will be enrolled in the Capital Health Plan HMO. Green will pay a monthly premium for individual coverage of \$8.34, and for family coverage \$30. If her spouse is or becomes employed by the State of Florida full-time (excluding OPS), they are eligible to receive health insurance coverage at a monthly premium cost of \$15 per spouse by enrolling in the Spouse Program. The Council will pay all monthly premiums over-and-above those paid by Green.

e. Life Insurance. Life insurance will be provided by the Council at no cost to Green for basic coverage of \$25,000, which will be doubled for accidental death. Green has the option of purchasing up to 7 times her annual salary (maximum amount of \$1,000,000) in optional coverage. Green will pay the premium for the optional life. As a new hire, optional life is guaranteed issue up to \$500,000 or 5 times salary, whichever is less.

f. Disability Insurance. Disability insurance will be provided by the Council at no cost to Green. The insurance will pay 65% of her salary up to 52 weeks after she has used all of her accumulated leave including annual, sick, sick leave pool and personal holiday leave hours.

g. Supplemental Plans. Supplemental plans including dental, supplemental hospital coverage, accident/disability, cancer/intensive care, vision and medical or dependent care flexible spending accounts will also be provided to Green. Green will pay the full premium for such plans.

h. Leave. Green will be entitled to leave as set forth in this Section 9.f.

i. Annual Leave. Green will be credited with 176 hours of annual leave upon the effective date of this Agreement and thereafter on each annual Agreement anniversary date. On the day before each anniversary date, annual leave in excess of 480 hours will be converted to sick leave on an hour-per-hour basis. Upon termination, the most recently credited hours will be converted to sick leave hours on a reduced, prorated basis by full calendar month completed.

ii. Sick Leave. Green will be credited with 104 hours of sick leave upon the effective date of this Agreement and thereafter on each annual Agreement anniversary date. Sick leave will be accrued without limit. Upon termination, if Green has at least ten years (10) of service, she will be eligible for payment of one-quarter of her sick leave balance. The maximum payment is 480 hours.

ii. Holidays and Personal Days. Green will be provided nine paid holidays per year and, upon the effective date of this Agreement and thereafter on each annual Agreement anniversary date, will be credited with one personal holiday. Unused personal holidays do not roll over into the next fiscal year.

iii. Other Benefits. Green will receive any non-salary benefits offered to other Council employees in the Council's Personnel Policies and Procedures as of the date of their adoption by the Council, to the extent they differ from or exceed the benefits set forth in this Agreement.

10. Non-Compensation Expenses and Reimbursements. The Council will pay for, reimburse, or otherwise provide for the items set forth in this Section 10. These items are paid for, reimbursed, or otherwise provided solely because they inure to the benefit of the Council and do not constitute compensation, wages, salary, earnings, or remuneration to Green for any

purpose whatsoever, including pension or for purposes of Section 448.08, Florida Statutes, or in proceedings related to any dispute between the Parties. Should such items cease to inure to the benefit of the Council, they will not be paid, reimbursed, or provided as of that date.

a. Vehicle; Travel. The IRS mileage rate in effect at the time the budget is prepared will be used, subject to the following provisions: i) in the event that the IRS establishes lower rates during the fiscal period, the rates established will automatically be lowered to those established by the IRS, and ii) in unusual circumstances, Green may increase mileage rates, but not to exceed the then-current IRS rate.

b. Information and Communications Technology Expenses. The Council will provide to Green adequate and reasonable information and communications hardware, software, and services to support her in the performance of her duties as Executive Director, as determined in the sole discretion of the Council.

c. Subscriptions, Memberships, and Fees. The Council will pay for Green's attendance at conferences, seminars, and similar professional or civic events as approved in advance by the Council; and for subscriptions or membership dues for such professional or civic publications or organizations approved in advance by the Council. Such attendance, subscriptions, and memberships shall be approved only on the basis that they redound significantly to the benefit of the Council.

d. Other. Green shall receive such other non-compensation benefits as are provided to all other Council employees.

11. Renewal and Non-Renewal. The Council may renew or extend the original term of this Agreement by resolution for such succeeding periods as specified by the Council on the same terms and conditions as then set forth in this Agreement or on such modified terms and conditions to which it may agree with Green. Should the Council not renew or extend the original or any succeeding term, this Agreement shall expire at the end of such original or succeeding term. Green's employment shall simultaneously end with the expiration of the original or succeeding term or period. Upon expiration, Green shall be paid any amounts due for work performed through the date of termination, reimbursements due as of the date of the notice, and any other payments due on the same terms and conditions applicable to all other Council employees and pursuant to this Agreement, and any other payment required by law, and neither party shall have any further obligation or liability to the other related to compensation.

12. Termination by Green.

a. With 90 Days' Notice. Should Green terminate this Agreement prior to its expiration by giving notice not less than 90 days prior to termination, the Council shall pay her a severance payment equal to four weeks of her annual salary in addition to any amounts due for work performed through the date of termination, reimbursements due as of the date of the notice, and any other payments due on the same terms and conditions applicable to all other Council employees and pursuant to this Agreement, and any other payment required by law, and the Council shall have no further obligation or

liability to her whatsoever. Upon or after receiving such notice and at its sole option, the Council may terminate this agreement and, thereby, Green's employment, and pay Green a severance in an amount equal to Green's salary that would have been paid during the amount of time then remaining in the notice period, up to a maximum of 20 weeks of her salary in addition to any amounts due for work performed through the date of termination, reimbursements due as of the date of the notice, and any other payments due on the same terms and conditions applicable to all other Council employees and pursuant to this Agreement, and any other payment required by law, and have no further obligation or liability to her whatsoever.

b. With Less than 90 Days' Notice. Should Green terminate this Agreement prior to its expiration by giving notice less than 90 days prior to termination, the Council shall pay her any payments due for work performed through the date of termination and reimbursements due as of the date of notice, any other payment required by law, and shall have no further obligation or liability to him whatsoever.

13. Termination by the Council. The Council may terminate this Agreement prior to its expiration and, thereby, Green's employment at any time, without or without notice, and for any reason or for no reason, subject only to the provisions of this Section 13.

a. Without Cause. Should the Council terminate this Agreement without Cause, as defined in Section 13.b., it will pay Green an amount equivalent to four (4) weeks of Green's salary, along with any amounts due for work performed through the date of termination and other amounts due, if any, upon termination on the same terms and conditions applicable to all other Council employees or required by law, and shall have no further liability to her whatsoever.

b. With Cause. Should the Council terminate this Agreement with Cause, as herein defined and, thereby Green's employment, it shall pay Green any amounts due for work performed through the date of termination and other amounts due required by law and shall have no further obligation or liability to her whatsoever. Cause is defined as one or more of the following: the conclusion by the Council after a formal evaluation that her performance is unsatisfactory; failure to comply with any directive of the Council; material breach of this Agreement; conviction of any felony or any crime involving moral turpitude; admission of conduct that would constitute any felony; conduct that would constitute a violation of any applicable code of ethics or professional conduct; conduct that would constitute malfeasance or misfeasance in office as those terms are interpreted under Section 112.3187, Florida Statutes; misconduct as that term is defined and interpreted under Section 443.036(29), Florida Statutes; or other similar conduct that the Council reasonably determines merits termination, including conduct that the Council reasonably concludes has or may bring it into disrepute.

c. Upon Disability. This Agreement and, thereby, Green's employment, shall terminate if Green becomes disabled and unable to perform one or more of the essential functions of her job, with or without a reasonable accommodation, as these terms are

interpreted under the Americans with Disabilities Act. In such case, the Council will pay Green any amounts due for work performed through the date of termination and other amounts due, if any, upon termination on the same terms and conditions applicable to all other Council employees, or amounts required by law, and shall have no further liability to her whatsoever.

14. Bonds. The Council shall bear the full expense of any fidelity or other bond required of Green in her capacity as Executive Director under any statute, ordinance, or regulation.

15. Indemnification. The Council shall indemnify and defend Green or, at its option, provide a defense to Green against claims arising out of and in the course and scope of her employment or function, consistent with and to the extent of Florida law under Chapter 111, Florida Statutes, and a public official's right to a defense against claims arising from their performance of her public duties performed while serving a public purpose under the common law of Florida.

16. Notices. Any notice hereunder shall be effective if made by delivery, postage paid, to the United States Postal Service or by a manner valid for personal service under the Florida Rules of Civil Procedure or by public statement on the record during a meeting of the Council in the presence of the party to whom notice is to be given. Notice, for purposes of this Agreement, is to be given to:

Council: Judge Jonathan Sjostrom (or successor)
Chair
Children's Services Council of Leon County
P.O. Box 1816
221 Park Avenue
Tallahassee, Florida 32302

Green: Cecka Rose Green
4799 Highgrove Road
Tallahassee, FL 32309

17. No Assignment or Delegation; No Third-Party Beneficiaries. The services provided by Green are considered unique and personal to him/her. Accordingly, Green may not delegate or assign any duty, obligation, or benefit attaching or accruing hereunder. This Agreement is entered into and intended for the benefit solely of the Council and of Green and not for the benefit of any other person or entity.

18. Entire Agreement, Severability, Modification, Waiver. The provisions of this Agreement constitute the entire agreement between the Parties on its subject matter and this Agreement supersedes any other agreement, understanding, representation, or promise whatsoever. Green agrees that she has relied solely upon the express language of this Agreement

in determining whether to enter into this Agreement and not upon any other understanding or communication of any kind, whether written or oral. Should a court of competent jurisdiction determine that any provision or portion thereof of this Agreement is illegal, invalid, or unenforceable, the remaining provisions or portions thereof shall remain in full force and effect. This Agreement may be modified only by a writing signed by both Parties and approved by the Council by resolution. Waiver of any right or of any breach of this Agreement by either party in any instance or instances shall not constitute or be construed as a waiver in any other instance.

19. Construction, Governing Law, Headings. This Agreement shall be construed according to its express language and not strictly for or against either Party, regardless of authorship. This Agreement shall be governed by and according to the laws of the State of Florida. Section headings are for convenience only and shall have no legal effect. The use of the singular herein includes the plural. The use of the masculine herein includes the feminine.

20. Disputes. **ANY DISPUTE ARISING FROM THIS AGREEMENT OR RELATING TO ITS INTERPRETATION OR APPLICATION, INCLUDING ANY DISPUTE WHATSOEVER RELATING TO GREEN'S EMPLOYMENT WILL BE HEARD BY A JUDGE AND NOT A JURY** in state or federal court, as the case may be, in Leon County, Florida. Green agrees that venue is proper in Leon County, Florida, and will not challenge venue on the basis of forum non conveniens or any other basis. The prevailing party in any such dispute will be entitled to all its reasonable attorney's fees and costs, including appellate fees and costs.

21. Counterparts, Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a Party's signature shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such electronic copies shall constitute enforceable original documents.

WHEREFORE, the Parties, after full consideration, including consultation with independent counsel, do knowingly, voluntarily, and intending to be legally bound, hereby enter into this Agreement duly executed on the dates written below and effective as of the Effective Date as defined herein.

Judge Jonathan Sjostrom, Chair
Children's Services Council of Leon County

Cecka Rose Green

Date: _____

Date: _____

**CHILDREN'S SERVICES COUNCIL OF LEON COUNTY
POSITION DESCRIPTION EXECUTIVE DIRECTOR
REPORTS TO Governing Council**

Position Summary

The executive director (ED) is the official representative of the Children's Services Council of Leon County (CSC Leon). The position is responsible for providing strategic leadership by working with the Governing Council to establish long-range goals, strategies, plans and policies to improve the lives and outcomes of children, youth and families in Leon County. The ED directs the budget, and implements and manages the activities and functions of the organization pursuant to its mission and consistent with the directions and delegations of the Governing Council.

This is a non-graded position for which compensation is established by the Council.

General Duties

Planning, budgeting, advocacy, community leadership, implementing, managing and evaluating the activities and functions of the CSC Leon, and other duties as required.

Specific Duties and Responsibilities

This position is responsible for the overall operations of the CSC Leon. Specific duties may be assigned to other personnel with appropriate oversight. Final accountability remains with this position.

Planning:

1. Ensure that a comprehensive plan for the needs of youth in Leon County is developed and implemented and that the purposes of § 125.901, Fla. Stat. and Leon County Ordinance 2018-03 are met.
2. Direct the activities of the CSC Leon based on the comprehensive plan.
3. Ensure the comprehensive plan is updated as appropriate.
4. Institute mechanisms to ensure community involvement in planning processes.
5. Work with other local planning bodies to ensure coordination and consistency of efforts.
6. Develop benchmarks to track progress toward strategic goals.

Financial and Program Management:

1. Preparation, management and oversight of annual budget and funding recommendations for Council approval.
2. Preparation and oversight of budget model forecast for planning purposes.
3. Establishment of policies and procedures related to the evaluation of funding requests.
4. Oversight of program and fiscal monitoring of funded programs.

Operations Management:

1. Establish work environment that fosters a productive work culture.
2. Foster high levels of customer service to ensure effectiveness and further development of customer-centered service delivery.
3. Develop and provide oversight to such organizational plans and procedures as necessary for effective operations.
4. Manage and direct the activities of staff and contractors to ensure programs are properly executed and the Council's priority objectives are achieved.
5. Lead and ensure effective management of the organization in meeting the statutory functions relevant to the CSC Leon.
6. Participate and oversee emergency planning and responses to emergency situations when required to do so.

Community Relations and Advocacy:

1. Establish and oversee mechanisms to communicate the activities of the CSC Leon to the community.
2. Develop and foster effective external working relationships with community stakeholders within the community in order to address key strategic issues facing the community.
3. Serve as the primary representative of the CSC Leon to the community.
4. Represent the CSC Leon at various local and state events addressing issues related to the interests and mission of the organization.
5. Work with local legislative delegation and local elected officials to advance the interests of children and families.
6. Communicate CSC Leon positions to providers and the community.

Board Relations:

1. Provide directional leadership and sound, imaginative advice to the Council on all matters relating to Children's Services Council.
2. Develop and maintain positive and open relationship and communication with the Council.
3. Ensure the Council is kept informed of relevant policy and operational issues.
4. Prepare and provide oversight of agendas and supporting materials for Council meetings.
5. Prepare and provide oversight of recommendations as requested by the Council.
6. Assist the Council chair in matters relating to Council member participation and Council meetings.

Professional Experience/Qualifications

The ED is a visionary, strategic, results-oriented leader who has the personal characteristics and professional experience to lead the CSC Leon. S/he must:

- A. Possess passion for the Council's mission and the ability to communicate that passion with impact to multiple stakeholders.
- B. Be creative and possess the drive, personal dynamism, communication and interpersonal skills to be an outstanding advocate, representative and spokesperson.
- C. Be mature, self-assured, able to demonstrate credibility, and command the respect of multiple stakeholders, both internally and externally.
- D. Be a strong relationship builder. Ideally, this individual will have been engaged in dealing in a political environment, and with government entities, the media and the organizations of the kind that are supported by CSC Leon.
- E. Possess a collaborative style, and diplomatic and persuasive skills, including the ability to build strong and effective teams.
- F. Demonstrate cultural competence, be sensitive to the needs of the diverse communities of Leon County, and possess the credibility to partner and engage with the leaders of those communities.
- G. Have strong business acumen and be performance oriented, including experience in results-based accountability and managing large budgets.
- H. Have a highly developed ability to prepare and analyze statistical information.
- I. Possess a strong grounding in the fundamentals of general management, financial management, strategic planning, and be well-organized and resourceful.

Minimum Educational Requirements

1. A Bachelor's degree in Public Administration, Business Management, Social Sciences, Education Administration, Educational Leadership or other related area of specialization (preferred), with a minimum of eight years' experience in management/leadership, community planning, program development and evaluation, agency budgeting, or related activities.
 - A Master's degree can substitute for up to two years professional experience.

Scope of Responsibility

Errors of fact, interpretation or judgment can result in significant monetary and human resources losses and undermines the overall effectiveness and success of the CSC Leon. The ED has access to the most proprietary information regarding the organization's strategy, finances, and internal information, and is expected to demonstrate the highest levels of discretion and business conduct and ethics while complying with all applicable Florida Government in the Sunshine law requirements.

All applications are subject to the Florida Government in the Sunshine meaning all applications will be made available to members of the public upon request and all deliberations concerning the selection of the ED, including interviews, will be conducted during public meetings.

Compensation

The anticipated salary range is \$95,000 - \$125,000 plus benefits, commensurate with experience and qualifications.