

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 previously engaged Green as its Executive Director for calendar year 2022 through an Employment Agreement dated January 1, 2022; and

WHEREAS, the Council desires to re-engage 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 the 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 the 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 based upon a performance evaluation instrument reflective of Green's job description and progress toward organizational goals. Each executive committee member shall independently rate Green utilizing the evaluation instrument. The Council's General Counsel shall collect and summarize the Council members' ratings and comments and present them to the Council no later than December 1 of each year.

7. Effective Date. This Agreement shall become effective January 1, 2023 (the "Effective Date").

8. Term. The term of this Agreement shall commence at 12:01 a.m., January 1, 2023 and shall expire at midnight, December 31, 2024; 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 \$125,000 to be earned and to accrue bi-weekly. This salary shall be paid bi-weekly according to the usual payroll practices of the Council. Green may receive an increase in compensation as determined by the Council as a result of the performance evaluation undertaken pursuant to Section 6, progress toward Council goals, and such other factors as the Council deems relevant. The Council shall review Green's performance evaluation and determine Green's

salary increase, if any, no later than December 1 of each year, commencing December 1, 2023. Any approved increase shall be effective as of Green's yearly anniversary date, the following January 1.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

iii. 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.

iv. 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 Council hereby agrees to pay the travel and subsistence expenses of Green, in accordance with Chapter 112 of the Florida Statutes and in particular section 112.061 thereof, for reasonable professional and official travel, meetings, and occasions outside Leon County adequate to continue the professional development of Green and to pursue necessary official functions of the Council including, but not limited to, attendance at conferences, short courses and seminars.

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: Dr. Zandra Glenn (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.

Dr. Zandra Glenn, Chair
Children's Services Council of Leon County

Cecka Rose Green

Date: _____

Date: _____

DRAFT

EHXIBIT A

CHILDREN'S SERVICES COUNCIL OF LEON COUNTY EXECUTIVE DIRECTOR JOB DESCRIPTION

Summary

The Executive Director 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, as the governing board of CSC Leon, to establish long-range goals, strategies, plans and policies to improve the lives and outcomes of children, youth and families in Leon County. The Executive Director 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 which reports directly to the Governing Council.

General Duties

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

Specific Duties and Responsibilities

The Executive Director is responsible for the overall operations of CSC Leon. Specific duties may be assigned to other personnel with appropriate oversight. Final accountability remains with the Executive Director. Specific duties and responsibilities include:

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 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 Governing 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 Governing Council's priority objectives are achieved.
5. Lead and ensure effective management of the organization in meeting the statutory functions relevant to 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 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 CSC Leon to the community.
4. Represent 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.

Governing Council Relations:

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