

**EMPLOYMENT AGREEMENT BETWEEN
CHILDREN’S TRUST OF ALACHUA COUNTY
AND MARSHA KINER**

THIS AGREEMENT, made and entered into this ____ day of _____, AD., 2022, by and between the Children’s Trust of Alachua County, an independent special district located in Alachua County, Florida, hereinafter referred to as the “CTAC,¹” and Marsha Kiner, hereinafter referred to as the “Director” (and together with CTAC, the “Parties”) and is effective on October 3rd, 2022;

WITNESSETH:

WHEREAS, CTAC desires to employ an Executive Director to serve as CTAC’s chief executive officer; and

WHEREAS, CTAC desires to employ the services of Marsha Kiner as Executive Director; and,

WHEREAS, it is the desire of CTAC to provide certain benefits and establish certain conditions of employment for the Executive Director; and

WHEREAS, it is the desire of CTAC to secure and retain the services of Marsha Kiner as the Executive Director and to provide inducement for the Director to remain in such employment, to make possible full work productivity by assuring the Director’s morale and peace of mind with respect to future security, to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Director, and to provide a just means for terminating the Director’s services at such time as the Director may not be able to fully discharge the duties or when CTAC may otherwise desire to terminate the Director’s employment; and

¹ Depending on the context the term “CTAC” may refer to the District or alternatively to its governing board.

WHEREAS, Marsha Kiner desires to accept employment as Executive Director of the CTAC; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree that this Agreement supersedes and replaces any prior agreement or negotiations with the Director, and further agree as follows:

Section 1. Appointment. CTAC appoints Marsha Kiner as Executive Director effective October 3rd 2022, to perform the functions and duties specified in the Alachua County Code and the [job posting] and to perform such other legally permissible and proper duties and functions as CTAC shall from time to time assign.

Section 2. Duties and Obligations.

A. Director shall exercise those powers enumerated in Florida Statute Section 125.901 and Alachua County Code Section 26.03 as directed by CTAC, and shall perform any other legally permissible and proper duties and functions as may be assigned by CTAC. Specifically, the Director shall be responsible for the management, administration, supervision, and oversight of all CTAC programs that presently exist or that may be created by CTAC. The Director shall be available to perform such duties and agrees to be available as needed. All duties required hereunder shall be performed by the Director personally or through the assistance of CTAC employees, assigned to the Director's staff concerning which the Director shall assume full responsibility; provided, however that nothing herein shall be deemed to absolve the Director of personal responsibility for the duties set forth herein.

B. Residence. As a condition of continued employment, the Director shall reside in Alachua County within six (6) months of the date of her appointment.

Section 3. Employment at Will.

A. The Director serves at the pleasure of CTAC. This Agreement shall commence on October 3rd 2022, and continue indefinitely until the Director's employment is terminated by either party pursuant to the provisions of Sections 4 or 5, below.

B. If the Director's employment is terminated pursuant to Section 4, herein, upon mutual consent of the Parties, the Director may continue to function in the role of Director until a permanent replacement shall be selected by CTAC, or through such period as the Parties agree. In the absence of such mutual Agreement, the Director shall be free of all obligations of service to CTAC.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CTAC to terminate the employment of Director at any time, subject only to the provisions set forth in Section 4 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Director to resign at any time from the employment with CTAC, subject only to the provisions set forth in Section 5 of this Agreement.

E. Director serves as an at will employee of the CTAC and may be terminated at any time, subject to the conditions set forth herein. Nothing in this Agreement is intended to create a continuing contract under Section 121.055, Fla. Stat.

Section 4. Termination and Severance Pay.

A. CTAC may, at any time whatsoever, for any reason, terminate the employment of the Director in accordance with the provisions of the Bylaws. If such event should occur, the Director will be given written notice of the decision of CTAC not less than 30 calendar days prior to the effective date of the termination of the employment. In lieu of written notice CTAC may pay the Director 30 calendar days of salary at her base rate. The Director, will be entitled to a lump-sum severance payment equal to 12 weeks of base salary following the effective date of termination. Payment of any amount representing salary or calculated based upon salary as part of any severance or separation agreement shall include such deductions as may be required by law including contributions for the Florida State Retirement System.

B. CTAC shall not be required to pay the severance payments set forth in Section 4.A. above, in the event this Agreement is terminated by CTAC because of the Director's conviction (or plea of guilty or nolo contendere) of any felony act, or because of the Director's misconduct as defined in Section 443.036(29), Florida Statutes, or because of the Director's death or voluntary resignation pursuant to Section 5, herein. The interpretation of the terms will be as stated on the face of the statute, in the common understanding of the terms, and not in caselaw interpreting them in the context of reemployment assistance.

Section 5. Resignation. In the event the Director voluntarily resigns the position with CTAC, the Director hereby agrees to give CTAC not less than 60 calendar day written notice prior to the effective date of any voluntary resignation and there is no severance pay due unless the Parties agree otherwise. CTAC is not under any obligation to require the Director to work out the 60 day notice nor under any obligation to pay for any notice which is not worked out.

Section 6. Compensation. CTAC shall pay the Director an annual base salary of One Hundred Twenty-Five Thousand dollars [**\$125,000**], payable in biweekly installments pursuant to CTAC policy. This base salary shall be reviewed annually subject to Section 11, Performance Evaluation. The salary may be increased in such amounts and to such an extent as CTAC may, determine based on annual review of the Director's performance. The first performance review is due in the year 2023 on, or shortly after, the anniversary of her hire.

Section 7. Other Benefits.

A. Leave. Except as may be amended by this Agreement, Director shall be entitled to leave, holidays and such other benefits as are granted generally to other employees of the CTAC. The Director shall be entitled to begin with three weeks annual leave accrued and available when she commences employment. The Director shall be allowed to accrue and accumulate leave in accordance with CTAC leave policy. Upon separation from employment as Director, the Director shall be entitled to be paid for accrued leave at the Director's rate of pay on the effective date of separation in accordance with adopted CTAC policy.

B. Florida Retirement System. In addition to the base salary paid by CTAC to the Director, will participate in the Florida Retirement System as a member of the senior management class and CTAC will pay the required employer's contribution on behalf of the Director once she has been enrolled in the system in that class.

C. Vehicle Allowance. CTAC shall pay the Director a \$300 (three hundred dollar) monthly car allowance. Such allowance is designed to reimburse the Director for all costs associated with the use of the Director's vehicle for CTAC business. Any additional compensation for travel expense must be approved by the CTAC upon request by the Executive Director.

D. Health Insurance. The Director shall have the opportunity to participate in the health plan as available to CTAC employees at the same cost to the Director as provided to employees of the CTAC which coverage currently includes medical, dental and optical insurance.

E. Technology. CTAC shall provide Director with the use of a smart phone, subject to applicable CTAC policies and procedures.

F. Other Benefits. The Director shall have the opportunity to participate in such other benefits as are granted to other employees of the CTAC at the same cost to the Director as provided to other CTAC employees.

Section 8. No Reduction of Benefits. CTAC shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Director, except to the degree of such a reduction for all CTAC employees, provided, however, CTAC shall not be required to hold the Director harmless from reductions imposed by the State.

Section 9. Continuing Education and Memberships.

A. CTAC agrees to pay for the professional dues and subscriptions of the Director necessary for the Director's continued and full participation in national, state and local associations and organizations necessary and desirable for the Director's professional development. Such expenditures are based upon budget approval by CTAC. The Parties recognize that the Director's participation in professional organizations and associations provides a benefit to both CTAC and the Director.

B. The Parties agree that it is necessary for the Director and beneficial to CTAC for the Director to attend professional conferences and training sessions associated with the Director's duties. CTAC agrees to allow the Director to attend professional association conferences or training sessions as selected by the Director and to pay the travel expenses of the Director pursuant

to CTAC's travel policy, and Section 112.061, Fla. Stat. Such expenditures are based upon budget approval by CTAC and shall be reported to the CTAC.

Section 10. Outside Activities. The Director agrees to devote all the Director's full working time to the performance of the responsibilities and duties under this Agreement and agrees not to engage in other paid employment without the prior consent of CTAC. This provision shall not include occasional teaching, writing or consulting during the Director's time off. The Director shall disclose to CTAC the terms of such teaching, writing, and consulting engagements.

Section 11. Performance Evaluation. CTAC shall review and evaluate the performance of the Director at least once each year beginning on or near the anniversary of her hire in 2023.. At such time the CTAC may increase base salary and/or other benefits of the Director in such amounts and to such extent as it may determine that it is desirable to do so, considering the performance by the Director.

Section 12. Suspension. CTAC may suspend the Director with full pay and benefits at any time during the term of employment in accordance with the policies of the CTAC.

Section 13. Bonding. CTAC shall bear the full cost of any fidelity or other bonds required of the Director under any law or ordinance.

Section 14. Liability Insurance. CTAC shall provide for and maintain at its expense comprehensive liability insurance, including public officials employment liability insurance, covering the acts or omissions of the Director pursuant to this Agreement. Insurance coverage through CTAC's participation in a self-insurance fund program fulfills the requirements of this paragraph.

Section 15. Indemnification. If allowed by law, CTAC, subject to approval in a public meeting defend, hold harmless and indemnify the Director against any tort, professional liability

claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the course and scope of the performance of the duties as Director. CTAC will settle or litigate any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, to provide full and complete protection to the Director, by CTAC as described herein, for any acts undertaken or committed in the performance of the duties as Executive Director, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, ethics complaint or other legal action occurs during or following Marsha Kiner's employment with the Trust. The protections of this paragraph regarding indemnification do not extend to those situations where there has been a finding of criminal activity, actions taken in bad faith or violations of civil rights in cases where CTAC would not otherwise be liable.

Section 16. Entire Agreement. The text of this document shall constitute the entire Agreement between the Parties, except as may be amended in writing by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with general laws, special laws of the State of Florida, and local ordinances. Such laws shall take precedence over any part or portion of this Agreement.

Section 17. Non-assignment. The duties required to be performed hereunder by the Director, and all rights and obligations under this Agreement in favor of the Director, are personal and are not assignable.

Section 18. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 19. Amendment. This Agreement shall not be amended except in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Executive Director Employment Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

CTAC:

CHILDREN'S TRUST OF ALACHUA COUNTY

By: _____
Margarita Labarta, Chair

ATTEST:

Lee Pinkoson, Treasurer

APPROVED AS TO FORM

(SEAL)

CTAC Attorney

(signatures continued on next page)

DIRECTOR:

By: _____
Marsha Kiner

Witness #1 as to Director:

Witness #2 as to Director:

Signature

Signature

Print Name

Print Name

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