EMPLOYMENT CONTRACT BETWEEN THE CHILDREN'S TRUST OF ALACHUA COUNTY AND KRISTY GOLDWIRE

THIS EMPLOYMENT CONTRACT ("AGREEMENT"), is made and entered into this day of April, 2022, by and between the Children's Trust of Alachua County ("CTAC") and Kristy Goldwire ("Director") and is effective as of March 4th, 2022.

WHEREAS, CTAC is required to employ an Executive Director for handling of day to day operations; and,

WHEREAS, the Executive Director position is currently vacant and a search is underway to seek a permanent replacement; and,

WHEREAS, Goldwire has been serving as the Director of Program and Operations, as the second most senior position among the employees of CTAC and since March 4th 2022 has been in the position of Acting Executive Director pending the hiring of a permanent Executive Director; and,

WHEREAS, CTAC desires and Goldwire agrees to continue to serve as "Acting Executive Director", to exercise all those powers delegated to the Executive Director pending the hiring of a permanent Executive Director; and

WHEREAS, both CTAC and Director wish to memorialize their agreement as follows:

Section 1. Appointment – The CTAC appoints Director as "Acting Executive Director" to perform the functions and duties of Executive Director as specified in the enabling legislation, Florida Statutes, CTAC policies and procedures and any other direction given to her by the CTAC. Director has been in this position since appointment as Acting Director on March 4th, 2020.

Section 2. Authority – Director shall have such authority as provided to the Executive Director under Chapter 26 of the Alachua County Code of Ordinances, Sec. 125.901, Fla. Stat., and as otherwise provided by the policies of CTAC and delegations of the Board of the Children's Trust of Alachua County ("Board").

Section 3. Employment at Will –

- A. The Director serves at the pleasure of the Board. This Agreement shall commence upon execution and continue until a permanent Executive Director is hired or until the Director's employment is terminated by either party as provided herein.
- B. If the Director's employment is terminated by the CTAC, 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 the Board 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 the CTAC.

- C. Upon mutual agreement of the CTAC and Director she may at any time return to her position as Director of Program and Operations at her prior salary.
- D. The Director may resign at any time but must provide the CTAC at least 30 days notice. Should the CTAC terminate the Director and not allow her to return to her position of Director of Program and Operations, she shall be entitled to 30 days paid administrative leave, plus accrued benefits as set forth in CTAC policy.

Section 4. Compensation – The Director shall receive a \$10,000.00 increase in annual salary from her salary as Director of Program and Operations. This shall be backdated to March 4th, 2022 and shall continue through her service as Acting Executive Director.

Section 5. Other Benefits – The Director's other benefits shall remain as they were for her service in the position of Director of Program and Operations.

Section 6. Return to prior position – Upon the selection of a new Executive Director, the Director shall have the option to return to her position as Director of Program and Operations. During the first year of employment of any new Executive Director, any decision on the part of that Executive Director to terminate Goldwire's employment or change her position will require ratification by a majority of the CTAC at a regular meeting.

Section 7. During her service in the position of Acting Executive Director, should the need for any investigation be raised, she may be placed on administrative leave by the Director of Human Relations and the Chair which shall be subject to ratification by a majority of the CTAC present at a regular meeting or a special meeting called for that purpose.

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| For the Children's Trust of Alachua County | |
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| | CHILDREN'S TRUST OF ALACHUA COUNTY |
| | Margarita Labarta, Chair |
| ATTEST: | |
| LEE PINKOSON, TREASURER | |
| | Approved as to form |
| | 11 |
| | Counsel to the Children's Trust |

| | ACTING EXECUTIVE DIRECTOR: |
|---|----------------------------|
| | Kristy Goldwire |
| Witness as to Acting Executive Director | |
| Signature | |
| Print Name | |