



**Agenda Item 1  
June 1, 2016**

**DATE:** May 18, 2016  
**TO:** Children and Families Commission of Orange County  
**FROM:** James Donich, Commission Counsel  
**SUBJECT:** Executive Director Employee Agreement  
**ACTION:** Approve Executive Director Employment Agreement

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**SUMMARY:**

The Children and Families Commission of Orange County appointed Kimberly Goll to the Executive Director position at the May 4, 2016 meeting. Commission Counsel was directed to negotiate an employment agreement for the new Executive Director. This item requests approval of the employment agreement.

**DISCUSSION:**

Commission Counsel met with the newly appointed Executive Director to negotiate an employee agreement (Attachment 1). The agreement is for an initial eighteen month term with an annual salary of \$150,000. The benefits package is the same as the previous executive director, which includes vacation, sick leave, car allowance, deferred compensation, retirement in the Orange County Employee Retirement System (OCERS), and other employee benefits as provided to the County of Orange Executive Management Compensation Group III.

**STRATEGIC PLAN & FISCAL SUMMARY:**

This item has been reviewed in relation to the Strategic Plan and is consistent with all outcome goals. Funding for the Executive Director position is included in the Fiscal Year 2016/17 Budget in the Administrative Category.

**RECOMMENDED ACTION:**

Approve employment agreement with Kimberly Goll for the Executive Director position with the Children and Families Commission of Orange County.

**ATTACHMENT:**

1. Executive Director Employment Agreement

**Contact:** Commission Counsel

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of June \_\_\_, 2016 ("Effective Date of Agreement"), by and between the CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY ("the Commission") and Kimberly Goll ("Executive").

WHEREAS, in order to insure that its responsibilities are met at all times, the Commission must attract and retain management personnel who exhibit the highest degree of knowledge, experience, technical ability, professionalism, and qualities of leadership; and

WHEREAS, in order to attract and retain in its employment an Executive Director who possesses those qualities and experience necessary to fulfill the Commission's immediate and long-term objectives, the Commission has determined that it is advisable to enter into this Employment Agreement with Executive.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between the Commission and Executive as follows:

1. Initial Term of Employment. The Commission hereby employs Executive and Executive hereby accepts employment with the Commission beginning on the Effective Date of Agreement, and continuing for eighteen (18) months thereafter until and unless Executive or the Commission earlier terminates this Agreement, and Executive's employment, as provided for herein.

2. Future Consideration of Possible Continued Employment. One year following the Effective Date of Agreement and six months prior to the end of the Term of Employment, the Commission shall review the performance of the Executive. If the Executive's performance, at the end of such year of service, as determined in the sole discretion of the Commission or its subcommittee, has met expectations, the term of this Agreement shall be extended for an additional three (3) years beyond the Initial Term of Employment. Nothing in this paragraph shall require the parties to reach any agreement or to continue to employ or re-employ Executive in any capacity during or after the Initial Term of Employment.

If the term of employment is extended as provided for above, Executive's performance as Executive Director shall be reviewed and evaluated by the Commission, or a subcommittee thereof, at the end of her first and second years of service beyond the Initial Term of Employment under this Agreement. If her performance, at the end each year of service, as determined in the sole discretion of the Commission or its subcommittee, has met expectations, she shall receive a five percent (5%) increase in salary effective on the first and second anniversaries, respectively, of the end of the Initial Term of Employment. If, however, the Commission or its subcommittee determines in its sole discretion that Executive has not met expectations, she shall be awarded no salary increase, or an increase in an amount less than five percent (5%), as determined by the Commission or its subcommittee.

3. General Duties. Executive shall serve as the Executive Director of the Commission. Executive's Position Description is attached hereto as Exhibit A. The Commission may modify Executive's Position Description, including any of her job duties and responsibilities, at any time, orally or in writing. Executive shall perform each and every duty reasonably prescribed by the Commission and provide all services, acts, or things necessary or advisable to manage, direct and conduct the business and affairs of the Commission, subject at all times to the policies set by the Commission.

4. Devotion to Commission's Business.

A. Executive shall devote Executive's entire productive time, ability and attention to the business of the Commission during the term of this Employment Agreement.

B. Executive shall not engage in any other business, whatsoever, or directly or indirectly render any service of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Commission, provided that said consent shall not be unreasonably withheld. The expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement, and shall not require the prior written consent of the Commission, if those activities do not materially interfere with the services Executive is required to render under this Agreement.

C. This Employment Agreement shall not be interpreted to prohibit Executive from making passive personal investments or conducting private business affairs, if those activities are not a conflict of interest under applicable law or regulations, and as long as such activities do not materially interfere with the services Executive is required to render under this Agreement.

D. Executive hereby agrees to utilize the services of an executive coach, mutually chosen by the Parties. Executive shall begin such activities within sixty (60) days of the Effective Date of Agreement. Expense of the executive coach's services shall be paid for by the Commission.

5. Uniqueness of Executive's Services. Executive has many years of service devoted to public administration. Additionally, she possesses many years of administrative experience in dealing with employees, the general public, other governmental agencies and public officials. These unique qualifications and experience provide valuable benefits to the Commission that cannot be readily replaced.

6. Annual Salary, Performance Review and Benefits.

A. As compensation for the services to be performed hereunder, Executive shall initially be paid a salary at the annual rate of One Hundred Fifty Thousand Dollars (\$150,000), payable not less often than bi-monthly.

B. Executive shall be entitled to benefits as detailed in this Agreement, except that some of Executive's benefits are provided pursuant to, and are subject to the terms of a County Services Agreement between the Commission and the County of Orange.

7. Car Allowance. The Commission shall provide Executive a car allowance of Nine Hundred Fifteen Dollars (\$915.00) per month. Executive's car allowance is designed to reimburse Executive for all costs associated with the use of her personal vehicle on Commission-related business. As such, the Commission shall not separately reimburse Executive for any automobile-related expenses, such as insurance, repairs, mileage or gasoline.

8. Vacation Pay. Executive shall earn 0.0962 hours of vacation for each hour of pay during her regularly scheduled workweek (approximately five (5) weeks per year), but not exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Unused vacation pay may be carried forward from one year to the next. However, Executive is encouraged to use all of her earned vacation pay each year.

The maximum number of vacation pay hours Executive may accrue shall be four hundred (400) hours. If Executive's earned, but unused vacation pay hours reach the maximum, Executive shall not accrue any additional vacation pay hours. If Executive later uses vacation pay, falling below the maximum, Executive shall resume vacation accrual until the maximum is again reached.

Executive shall schedule the use of her vacation time in consultation with the Commission such that the impact on the Commission's business is minimized.

9. Sick Leave. Executive shall receive ninety-six (96) hours of sick leave credit as of the Effective Date of the Agreement.

Executive shall receive sick leave benefits upon the same terms and conditions as the members of the County of Orange representation unit designated Executive Management Compensation Group III. Executive shall receive sick leave at the rate of 96 hours per year of this Agreement. Unused sick leave shall not be paid off at the time of Executive's termination, nor at the conclusion of this Agreement.

10. Deferred Compensation Plan. On behalf of the Executive, Commission shall contribute an amount equal to three percent (3%) of Executive's salary into the County's Deferred Compensation Plan investment fund.

11. Retirement and Retirement Contribution.

A. Executive is an existing participant in the County of Orange-sponsored retirement plan and shall continue to be a participant throughout the term of this Agreement. The Commission's contributions to Executive's retirement shall be at approximately the same level as would be made if Executive were employed by the County of Orange in a position comparable to the one Executive holds under this Agreement.

12. Holidays. Executive shall have the opportunity to observe those Holidays recognized by the County of Orange.

13. Other Employee Benefits. Executive shall be eligible to receive the Optional Benefit Plan; Disability/Salary Continuance benefit (60% of monthly salary); Life Insurance (\$80,000); Accidental Death & Dismemberment; Disability Insurance; and Health and Dental Insurance for Executive and her Dependents as provided to members of the County of Orange representation unit designated Executive Management Compensation Group III.

14. Tax Withholding. The Commission shall have the obligation to deduct or withhold from the compensation due to Executive hereunder any and all sums required for federal income and other payroll taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.

15. Termination by the Commission for Cause, Non-Extension of the Agreement or Expiration of the Term of Employment.

A. The Commission may immediately terminate Executive's employment under this Agreement for Cause.

B. For the purpose of this Agreement, "Cause" shall mean any of the following, as determined by the Commission:

1. Executive's dishonesty, gross misconduct or criminal conduct;
2. Failure of the Executive to observe or perform any of her duties, if that failure continues for a period of thirty (30) days from the Commission's written notice to Executive specifying the acts or omissions deemed to amount to that failure; or
3. Gross negligence in the performance of her duties under this Agreement.

C. In the case of a Termination for Cause, the effective date of termination ("Effective Date of Termination") shall be the date of notice of termination for cause. In the case of a non-extension of the Agreement or expiration of the Initial Term of Employment or any extension thereof, the Effective Date of Termination shall be the date the Term of Employment expires.

D. If Executive's employment and this Agreement are (1) terminated by the Commission for Cause; or (2) cease because the Agreement is not extended or the Initial Term of Employment or any extension thereof expires, the Commission shall pay Executive's salary and accrued vacation through the Effective Date of Termination, but the Commission shall have no further obligation to the Executive under this Agreement.

16. Termination by the Commission Without Cause.

A. The Commission may terminate Executive's employment under this Agreement for any reason other than Cause, non-extension of the Agreement or expiration of the Initial Term of Employment or any extension thereof (collectively "Termination Without Cause") upon thirty (30) days written notice to Executive.

B. The effective date of termination ("Effective Date of Termination") shall be thirty (30) days subsequent to written notice of Termination Without Cause. However, the Commission may elect to have Executive leave her employment immediately, upon payment to Executive of an amount equal to thirty (30) days salary.

17. Resignation by Executive. Executive may resign her employment obligations under this Agreement by giving the Commission thirty (30) days prior written notice. Upon receipt of thirty (30) days written notice, the Commission shall have the option of retaining Executive in active employment for all of that thirty-day period, or accepting her resignation from employment at any time within the thirty-day period. If the Commission accepts her resignation prior to the end of the thirty-day period, Executive shall only be entitled to salary earned through the effective date of resignation.

18. Death of Executive. This Agreement shall terminate automatically without notice upon the death of Executive.

19. Disability. This Agreement shall not terminate upon the temporary disability of Executive, but this Agreement shall terminate upon the Permanent Disability of Executive. Executive shall be deemed to have a Permanent Disability if: (1) she qualifies for long-term disability under any disability insurance policy covering Executive; or (2) she is unable, due to a medical, physical, mental or emotional condition to perform substantially all of her duties under this Agreement for six consecutive months.

20. Notices. Any notices to be given hereunder by either party shall be in writing and may be transmitted by personal delivery or by United States mail, postage prepaid. Mailed notices shall be addressed to the parties at the address maintained in the personnel records of the Commission, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

21. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Executive by the Commission and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

22. Modifications. Any modifications of this Agreement will be effective only if it is in writing signed by the parties.

23. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

24. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in force and effect as of the date of execution.

Executed this \_\_\_\_ day of June, 2016 at Santa Ana, California.

CHILDREN AND FAMILIES  
COMMISSION OF ORANGE  
COUNTY

By: \_\_\_\_\_  
Maria Minon , Chair

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF COMMISSION

By: \_\_\_\_\_  
Robin Stieler  
Clerk of the Commission

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
James M. Donich, Commission Counsel

\_\_\_\_\_  
Kimberly Goll

## EXHIBIT A

### ORANGE COUNTY CHILDREN & FAMILIES COMMISSION

#### Position Description

**TITLE:** Executive Director

**REPORTS TO:** Children and Families Commission of Orange County

**SUMMARY OF POSITION:** Responsible for management of Commission programs and operations consistent with Commission Policy. At-will executive position under contract to Commission.

#### *ESSENTIAL DUTIES & RESPONSIBILITIES*

- Select, manage, evaluate and motivate all Commission employees.
- Develop and implement the annual Business Plan for the Commission.
- Serve as primary representative to the State Commission and state associations.
- Serve as spokesperson for the Commission for contacts with the media and a wide variety of public and private organizations.
- Supervise the performance of all Commission employees and contractors.
- Direct and manage the Commission's research and evaluation programs.
- Represent the Commission at meetings, conferences and other public events.
- Manage Commission fiscal operations consistent with adopted budget.

#### 1. ANNUAL PERFORMANCE GOALS

- Accomplishment of objectives and tasks identified in annual Commission Business Plan.
- Manage annual update of Commission Strategic Plan within the established schedule and budget.
- Effective administration of funding and evaluation programs to address Commission priorities.
- Ensure Commission compliance with all initiative and State Commission requirements for continued transfer of Proposition 10 revenues.
- Management of Commission operating budget within established allocations for administrative expenses.