

JULY 6, 2024
EMPLOYMENT AGREEMENT FOR THE INTERIM PRESIDENT
OF NORTHWEST FLORIDA STATE COLLEGE

THIS EMPLOYMENT AGREEMENT is made and entered July 6, 2024, by and between The District Board of Trustees of Northwest Florida State College, referred to as the “Board,” and Dr. Cristie Kedroski, referred to as the “Interim President.”

WHEREAS, on May 21, 2024, the Board approved terms for offering an Interim President employment; and

WHEREAS, on May 21, 2024, the Board approved offering the role of the Interim President to Dr. Kedroski;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations made in this Agreement by the parties, and a vote of the Board on June 18, 2024, the parties agree as follows:

1. **Employment:** The Board agrees to employ the Interim President and the Interim President agrees to accept employment as Interim President of Northwest Florida State College.
2. **Interim Status:** The Interim President may not apply for the currently vacant permanent College President position. As a condition of taking the position of Interim President and absent termination of this Agreement as set forth in ¶ 9(b) below, Dr. Kedroski has requested, and the Board has agreed that she be allowed to return to her current position as Senior Vice President of Northwest Florida State College, at her Senior Vice President pay rate as of July 5, 2024, when the permanent College President has been hired and begins employment at the College.
3. **Duties:** The Interim President shall serve as a steward of the College until a permanent College President is hired, performing the duties customarily performed by College President and other duties as assigned by the Board. The Interim President shall serve in the statutory roles of the Executive Officer and Corporate Secretary of the Board as well as the Chief Administrative Officer of the College and all components of the institution. The Interim President shall also perform the duties set out in applicable provisions of Florida law, State Board of Education Rules, and the policies and procedures of the College. The Interim President will faithfully, industriously, and to the best of her ability, experience, and talent perform all duties under this Agreement to the reasonable and collective satisfaction of the Board. The Interim President is expected to fully brief the Board on any material operational changes at the College prior to those changes occurring.
4. **Term:** The term of this Agreement shall begin on July 6, 2024, and continue until a permanent College President is hired by the Board of Trustees and begins employment at the College or until such time that this Agreement is terminated as set forth in ¶ 9 below. The term of this Agreement is subject to revision by the Board at any time. Should the period of interim presidency extend beyond June 30, 2025, the Board shall review the extension of this Agreement for fiscal year 2025-2026.
5. **Compensation:** The Board shall pay to the Interim President and the Interim President shall accept from the Board, in full payment for her services under this Agreement, compensation in the form of a salary of \$250,000 for fiscal year 2024-2025. The salary is not subject to modification by the College without Board approval. Should the period of

interim presidency extend beyond June 30, 2025, the Board shall review and approve the salary for fiscal year 2025-2026. Funding this Agreement beyond June 30, 2025, is subject to the adoption of the Board of the new fiscal year's College budget.

6. **Benefits:** The Interim President shall be afforded the benefits made available by the College to a full-time employee in the senior management class.
7. **Leave:** The Interim President shall accrue leave according to the standard leave policies of the College.
8. **Evaluation:** To the extent a College President has not been selected and the Interim President remains in her position in May 2025, the Board shall evaluate the Interim President in May 2025 or, if no meeting will be held in May, during its regularly scheduled meeting immediately prior to May. The evaluation shall be in writing and shall be submitted, after acceptance by the Board of Trustees, to the State Board of Education for review.
9. **Termination:** This Agreement may be terminated as follows:
 - a. **Death or Disability.** In the event of the death or permanent disability of the Interim President, this Agreement shall terminate and the Interim President (or her estate, as the case may be) shall be due compensation and benefits hereunder only to the date of death or determination of disability by the Board. For the purposes of this Agreement, "permanent disability" shall be defined as the Interim President's inability to perform her duties set forth in ¶ 3 for a minimum of two (2) continuous months.
 - b. **Other Termination.** The Board shall have the right to suspend or dismiss the Interim President at any time, with or without cause. In the case of dismissal, the Interim President shall receive compensation up to such time as the effective date of the dismissal and shall be entitled to no other compensation, except for payment of leave balances to the extent consistent with Board policy and College procedure.
 - c. **Resignation.** Should the Interim President resign, she shall receive compensation up to such time as the effective date of her resignation and shall be entitled to no other compensation, except for payment of leave balances to the extent consistent with Board policy and College procedure.
10. **No Continuing Obligation:** Neither the Interim President nor the Board owes any further obligation under this Agreement to the other party after the term of this Agreement, except as specifically provided herein. No legal cause shall be required of the Board if the Interim President is not reemployed by the Board following the expiration of this Agreement, except as specifically provided herein. It is further understood that the execution of this document replaces all previous documents executed regarding the employment of the Interim President.
11. **Governing Provisions:** This Agreement shall be subject to the applicable federal and Florida laws, Florida State Board of Education Rules, Board Policies, College procedure, and any amendments, additions, or deletions hereafter adopted by the respective authorities. This Agreement is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles, and any provisions in this Agreement in conflict with the foregoing shall be void and of no effect. If any legal proceedings are commenced with respect to any matter arising under or related to this Agreement, the parties agree that the courts of the State of Florida or federal courts

located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida.

12. **Entire Agreement:** This Agreement represents the entire agreement between the parties and supersedes all prior agreements or amendments. This Agreement may be amended only in writing with the signature of both parties.

This EMPLOYMENT AGREEMENT, executed under the hands and seals of the respective parties below on June 18, 2024, at Niceville, Okaloosa County, Florida, is made to be effective July 6, 2024.

**CHAIR OF THE BOARD,
THE DISTRICT BOARD OF TRUSTEES OF
NORTHWEST FLORIDA STATE COLLEGE**

SIGNATURE

DATE

**INTERIM PRESIDENT,
NORTHWEST FLORIDA STATE COLLEGE**

SIGNATURE

DATE