

Proposed Letter of Agreement & Terms & Conditions
Between the River to Sea Transportation Planning Organization (R2CTPO)

&

Colleen Nicoulin

(Interim Executive Director)

April 6, 2022

Duties: Interim Executive Director shall perform the duties of Executive Director as specified in the attached Job Description throughout the term of this Letter of Agreement and shall perform such other legally permissible and proper duties as the Board of Directors may assign to her. It is recognized by the parties that Colleen Nicoulin was initially appointed as Interim Executive Director on July 23, 2021, and the parties wish to extend that appointment for an additional nine (9) months subject to the terms and conditions of this Letter of Agreement.

At Will Employee: Interim Executive Director shall serve at the pleasure of the R2CTPO Board of Director's and shall be considered an at-will employee. It is noted that the Board of Directors may terminate the Interim Executive Director's employment with or without cause by a majority vote of the entire Board of Directors, subject to the provisions in this Letter of Agreement.

Effective Date: TBD based upon acceptance by the R2CTPO Board of Directors and Interim Executive Director

Term: Nine (9) months from the effective date.

Base Salary: \$120,000 paid in equal installments in a manner consistent with R2CTPO practices.

Performance Evaluation Process: The R2CTPO Board of Directors (or Executive Committee?) shall assess the performance of the Interim Executive Director in a formal evaluation subject to a process, form, criteria, and format which shall be mutually agreed upon by the Board and the Interim Executive Director approximately six (6) months following the effective date of this Letter of Agreement. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Interim Executive Director within thirty (30) days of the evaluation meeting. The Interim Executive Director's compensation and/or benefits may be adjusted as deemed appropriate by the Board following the performance review, and the Board of Director's shall advise the Interim Executive Director of their desire to appoint her as the regular R2CTPO's Executive Director, or alternatively seek her continuance as Interim Executive Director while the Board of Directors undertakes a recruitment for the Executive Director.

Other Termination: It is understood by the parties that there are certain bases for termination of employment under which there shall be no obligation on the R2CTPO's part to provide the Interim Executive Director any salary or benefits beyond the effective date of termination. These bases for termination include:

1. Voluntary resignation by Interim Executive Director
2. Interim Executive Director's death
3. Permanent disability that renders the Interim Executive Director unable to perform her duties
4. By mutual agreement by the parties
5. Any act of moral turpitude on Interim Executive Director's part, or
6. Interim Executive Director is terminated for just cause, defined as:
 - a. Conviction of any serious crime or breach of public trust (other than a traffic offense), or,
 - b. Violation of terms of the Letter of Agreement, or
 - c. Gross neglect of duties on Interim Executive Director's part, provided that she was given, in writing, notice of specific allegations of gross neglect and failed to substantially cure such deficiencies within 30 days, or once cured, such gross neglect becomes chronic
7. In the event of material breach of this Letter of Agreement by the R2CTPO, the Interim Executive Director may make a written request for correction on the R2CTPO's part. Failure to do so in thirty (30) days or fewer shall affect a termination of the Letter of Agreement.

Hours of Work: It is recognized that the Interim Executive Director's will devote a significant amount of time outside the normal office hours to the performance of her duties for the R2CTPO, and the Interim Executive Director will be allowed to establish an appropriate work schedule consistent with the professional nature of her employment.

Development of R2CTPO Strategic Plan: The Interim Executive Director shall draft and submit a proposed R2CTPO Strategic Plan to the Board of Directors within two months of the effective date of this Letter of Agreement to identify the organization's strengths, weaknesses, opportunities, threats, challenges and opportunities, and proposed goals and objectives for the Board's consideration.

Filling of Existing Staff Vacancies: It is recognized by the parties that the R2CTPO has been operating with a number of approved full-time positions over the last several months, and the Interim Executive Director shall be authorized to commence actions to recruit and fill such vacancies subject to R2CTPO practices and policies during the term of this Letter of Agreement.

Existing Employee Benefits: The Interim Executive Director shall continue to receive all benefits accrued to current full-time employees based upon her experience and tenure with the R2CTPO throughout the term of this Letter of Agreement as may presently exist or may be added, deleted, or changed from time to time for full-time employees of the R2CTPO.

Other Employment: Interim Executive Director agrees to devote her full attention and best efforts to her duties per the attached job description, and she shall not become employed by any other employer while employed by the R2CTPO or accept voluntary positions that detract from her ability to perform her duties.

Resumption of Duties as Manager of Operations & Planning: In the event the Board of Director's does not offer the Interim Executive Director the regular Executive Director position following the six-month performance evaluation, she shall be entitled to resume her previous duties as the R2CTPO's Manager of Operations & Planning position following the completion of her responsibilities and remaining term as Interim Executive Director. Under such a circumstance, she shall be provided with the then applicable compensation and benefits accorded to an employee with her experience and organizational tenure consistent with the R2CTPO's personnel policies and procedures.

Resignation: Interim Executive Director shall provide as much notice as possible in advance of her voluntary resignation of her position with the R2CTPO, but not less than thirty (30) days.

Miscellaneous: This Letter of Agreement sets forth and establishes the entire understanding between the R2CTPO and Interim Executive Director concerning the employment relationship of the parties. All prior discussions or representatives by or between the parties have been merged into this Letter of Agreement. The parties by mutual written agreement may amend any provision of this Agreement during its terms. Any such amendments shall be incorporated into and made a part of this Agreement. This Agreement will be binding on the R2CTPO, and its successors, and on the Interim Executive Director, and her heirs and personal representatives. This Letter of Agreement shall become effective upon its execution by each party following its approval by the R2CTPO Board of Directors, which effective date shall be written at the top of the first page of this Letter of Agreement. This Letter of Agreement and the relationship of the parties will be governed and construed under the laws of the State of Florida. The invalidity or partial invalidity of any portion of this Letter of Agreement will not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Letter of Agreement to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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