

# **EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR OF THE FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY**

This Contract dated this twentieth day of April, 2018 is made between the Florida Alliance for Assistive Services and Technology, Inc. (hereinafter referred to as "FAAST or "Employer), whose address is 3333 W. Pensacola Street, Building 100 Suite 140, Tallahassee, FL 32304 and Michael J. Daniels hereinafter referred to as "Employee), whose address is 3736 Roger Hamlin Court Tallahassee, FL 32311.

## **I. EMPLOYMENT**

FAAST hereby employs Michael J. Daniels as the Executive Director of the Florida Alliance for Assistive Services and Technology, Inc. and the Employee hereby accepts such employment in accordance with the terms and conditions of this Contract.

## **II. DUTIES OF EXECUTIVE DIRECTOR**

The responsibilities of the Executive Director of the FAAST shall be:

1. The position of the Executive Director may be equated to that of any senior operating office employed by any professional organization.
2. As such, the Executive Director assumes control and management of the administrative processes of the operation of the FAAST.
3. It is essential that the executive brings to the position an ability to adopt broad, comprehensive views of the organization's objective, as well as an ability to establish and implement the necessary steps of the attainment of goals.
4. The Executive Director is responsible for the smooth running and successful implementation of the organization's operations.
5. It is recognized that income is of paramount importance to any organization and emphasis is slanted toward the task of fundraising.
6. The Executive Director is accountable for all of FAAST's operating affairs and will make timely reports to the Board of Directors/Advisory Council.

## **III. JOB DESCRIPTION**

The Executive Director shall perform the following tasks or duties:

1. Serve as primary staff for the Board of Directors/Advisory Council
  - a. Coordinate with Co-Chairs meeting agendas.
  - b. Attend all regular and special meetings of the Board of Directors/Advisory Council.
  - c. Support all Board of Director Committees.
  - d. Keep Board of Directors/Advisory Council informed by timely reports deemed necessary by the Executive Director, required by the Board, required by the by-laws, and/or required by law.

**EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR OF THE  
FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY**

- e. Identify and research issues for the Board of Directors/Advisory Council.
  - f. Plan and execute the operations of FFAST in accordance with the by-laws and policies of the Board.
  - g. Develop and present to the Executive Committee a strategy for accomplishing the objectives of the Board of Directors/Advisory Council.
2. Serve as primary contact for Information and Communications
- a. Public Relations
  - b. Be the liaison between FFAST and elected officials, other nonprofit organizations state and federal governmental agencies, the assistive technology industry
  - c. First point of contact or spokesperson as appropriate
  - d. Information repository
  - e. Maintain a personal understanding of local, state and federal laws and regulations as they apply to the mission and operations of the organization.
3. Serve as a fundraiser
- a. Research grant opportunities.
  - b. Pursue grants that are consistent with the mission of FFAST.
  - c. Assist members of the FFAST Board of Directors/Advisory Council in the development of corporate partners for current projects.
  - d. Assist members of the FFAST Board of Directors/Advisory Council in the development of fundraising vehicles for the organization.
4. Manage of FFAST Team Members
- a. Supervisor of Team Members (including conducting staff evaluations).
  - b. Develop Team Members position descriptions and make hiring and termination decisions.
  - c. Recruit and screen candidates for Team Members positions.
  - d. Back up other staff as necessary.
5. Finance and budget oversight.
- a. Develop a budget to ensure delivery of FFAST Services in compliance with best practices in the fields of assistive technology and social services.
  - b. Ensure all expenditures were reasonable and linked to FFAST Services.
  - c. Provide the Board of Directors/Advisory Council with accurate financial statements.
  - d. Provide oversight to ensure timely processing of invoices.
  - e. Follow FFAST Financial Processes.
  - f. Provide leadership to ensure the annual audit has no material documented findings.

# **EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR OF THE FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY**

## **6. Manage the Service Delivery Model**

- a. Facilitate activities to ensure the following services are provided to Floridians with disabilities:
  - i. Information and Referral Activities,
  - ii. State Financing Activities,
  - iii. Recycling, Refurbishment, and ReUse Activities,
  - iv. Device Exchange Activities,
  - v. Open-ended Device Loans
  - vi. Short-term Device Loans
  - vii. Device Demonstrations
  - viii. Trainings
  - ix. Technical Assistance activities to elected officials, other nonprofit organizations, state and federal governmental agencies, and the assistive technology industry, and
  - x. Public Awareness Activities.
- b. Collaborate with elected officials, other nonprofit organizations, state and federal governmental agencies, and the assistive technology industry to ensure funding options for assistive technology is maintained and when available expanded.

## **IV. SUPERVISION ASSIGNMENT**

The Executive Director shall report to and be supervised directly by the Co-Chairs.

## **V. TEAM MEMBER AND OTHER EMPLOYEES SUPERVISION**

The Executive Director shall manage the Team Members and any other employees.

## **VI. PERFORMANCE REVIEW**

The Executive Director shall be subject to performance reviews conducted by the Executive Committee at three-month intervals (see Appendix A for Evaluation Tool). An aggregate score of 3.2 using Appendix A shall make the Executive Director eligible for a performance bonus and/or salary increase. A score of 3.6 shall ensure the Executive Director eligible for a performance bonus and/or salary increase.

## **EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR OF THE FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY**

Any changes compensation or bonus as a result of the Executive Director's evaluation shall be that recommended by the Executive Committee and approved by the Board of Directors/Advisory Council.

### **VII. COMPENSATION**

Within 90-days of the formal acceptance of this Contract, the Executive Director and Executive Committee will agree upon a salary and it will be this amount for the duration of this contract. The salary for this Contract is \$75,000.00 per year. As mentioned in this Contract, the Executive Director is eligible for additional compensation as set forth in Section VI and VII.

During the period from April 20, 2018 through September 30, 2020, the Executive Director shall be paid a salary of \$6,250 per month paid in equal payments twice per month.

This compensation is based on 45 hours per week. Hours worked beyond 45 hours per week shall be compensated by "Comp" Time. Four weeks of paid vacation, as well as the following holidays, shall be considered part of the compensation package:

1. New Year's Day,
2. Memorial Day,
3. Independence Day,
4. Labor Day,
5. Veterans Day,
6. Thanksgiving,
7. Christmas, and
8. The employee will also be granted one floating holiday.

The amount of the FFAST Executive Director's salary shall NOT be renegotiated before September 30, 2020. The parties agree that they shall begin negotiations regarding contract and salary no later than thirty (90) days before September 30, 2020.

An exception to the Renegotiation clause shall be new revenues the Executive Director adds to the FFAST Operating Budget. At any time, additional funds are secured, the Executive Director shall petition the Executive Committee to open negotiation for a salary increase. It is the prerogative of one Co-Chair to place the petition on an Executive Committee Agenda. Similar to the Performance Review, any changes in the Executive Director's evaluation shall be that recommended by the Executive Committee and approved by the Board of Directors/Advisory Council.

**EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR OF THE  
FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY**

**VIII. EXPENSES**

The Executive Director shall be reimbursed for expenses incurred while working on behalf of the FFAST. These expenses will be determined by guidelines set forth the state of Florida in Appendix 2.

**IX. POWER TO BIND THE ORGANIZATION**

The Executive Director's authority to obligate FFAST on any contract or agreement of any kind, character or nature is limited to those contracts or obligations for which the FFAST's financial obligation does not exceed the sum of \$150,000.00 and the Executive Director shall have no authority to borrow funds on behalf of the company or to pledge any of its assets for any purpose whatsoever. Likewise, the Executive Director has the authority or agreement to terminate any contract in which performance is deemed unsatisfactory as outlined in the contract or agreement. The Executive Director shall not bring legal proceedings on behalf of FFAST without the written consent of the Board of Directors/Advisory Council.

**X. EMPLOYMENT RELATIONSHIP**

It is specifically agreed that the Executive Director is an employee of FFAST and FFAST shall be solely responsible for the payment of all federal, state and local employment and withholding taxes.

**XI. TERMINATION OF EMPLOYMENT**

The employment of the Executive Director may be terminated by either the Executive Director or by FFAST Board upon two (2) weeks written notice. The Executive Director will also be paid for accrued time up to 200 hours as well as one-month salary and benefits.

**XII. HOLD HARMLESS**

FFAST will hold harmless the Executive Director from any claims, liabilities, lawsuits, of any sort whatsoever arising out of Michael J. Daniels' performance of his role as FFAST Executive Director. The FFAST will hold Michael J. Daniels harmless from any attorney's fees and/or claims that may be asserted against his/her due to his/her function as FFAST Executive Director, or her attendance or participation in FFAST functions or activities. This agreement to hold harmless shall not apply if the Executive Director is reasonably believed to have committed gross negligence or fraud or criminal activity.

**EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR OF THE  
FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY**

**XII. PRIOR EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENTS**

In the event that the specific terms of this Employment Agreement and prior Employment Agreements conflict, this agreement shall supersede and be binding.

*Michael Daniels*

\_\_\_\_\_  
Executive Director

May 1, 2018

Date

*Karla Morris*

Karla Morris (May 1, 2018)

\_\_\_\_\_  
Co-Chair of the Board of Directors  
Advisory Council

May 1, 2018

Date

*JR Harding*

JR Harding (May 7, 2018)

\_\_\_\_\_  
Co-Chair of the Board of Directors  
Advisory Council

May 7, 2018

Date