

**INTERIM PRESIDENT CONTRACT**  
**Between**  
**Board of Trustees of Northwest Florida State College**  
**And**  
**Dr. G. Thomas Delaino**

This Contract is made on the date last shown between The Board of Trustees of Northwest Florida State College, hereinafter NWFSC or "college", and Dr. G. Thomas Delaino, hereinafter Delaino:

**1. EMPLOYMENT:**

NWFSC employs Delaino, and Delaino hereby accepts such employment, on the terms described hereafter.

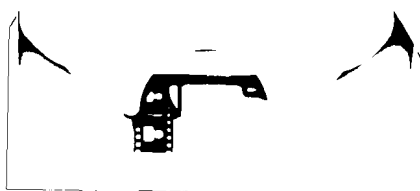
**2. TERM:**

The term of this contract shall be from December 1, 2009 through May 31, 2010. Either NWFSC or Delaino, EACH WITH OR WITHOUT CAUSE, may earlier terminate this contract by giving the other party 30 days written notice of intent to terminate this contract by hand delivery or by placing said notice, postage prepaid, in the United State mail, and once it is given, said notice may not be cancelled or retracted without the written consent of the other party.

The parties may jointly elect, in writing signed by each party, to continue the term of this contract on a month to month basis after May 31, 2010, and each shall give the other notice of their desire to do so before May 31, 2010.

**3. COMPENSATION AND BENEFITS:**

Delaino shall be an employee of NWFSC and shall receive a salary of \$15,000.00 per month, prorated on a daily basis for any partial month during the contract, and he shall be entitled to all standard benefits allowed to other employees of NWFSC, and in addition, he shall receive a housing allowance of \$2300.00 per month for each month prior to the termination of this contract. Salary and benefits are payable monthly on the regular payroll schedule of NWFSC.



Delaino shall be entitled to five "floating" leave days during the initial term of this contract. He shall accrue sick leave at the rate of 8 hours per month, and shall accrue annual leave at the same rate as other college employees. He may not accumulate sick leave, annual leave, or "floating" leave and will not be paid for same upon termination of this contract.

A car will not be provided, except that a college owned vehicle may be provided for college business. Usual mileage reimbursements as with other college employees will apply.

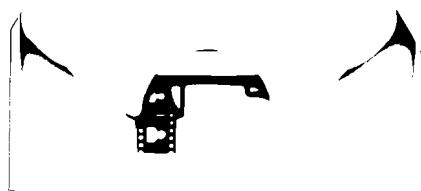
Health insurance will not be provided as Delaino has health insurance under his retirement plan.

A Blackberry will be provided along with service charges for college use and will remain the property of the college.

4. **DUTIES:**

Delaino shall act as the president of NWFSC and perform all duties and assume all responsibilities as president as may be prescribed by the laws of the State of Florida, the rules and regulation of the State Department of Education, and the policies and directives of the Board of Trustees of Northwest Florida State College. Delaino shall, among other duties and not in limitation thereof, oversee, manage and coordinate all day to day activities of NWFSC; retain qualified faculty and administrative and physical plant staff, and take appropriate action to discipline or dismiss same if necessary; promote admissions; maintain the college physical plant; promote the expansion of the college's direct support organization; oversee and be responsible for the development of the budget for the college; ensure that all accreditation requirements are complied with, and accurately and timely transmit same to the appropriate accreditation agencies; ensure adherence to the controls and procedures designed to maintain the accuracy of the college's financial statements and fiscal health and integrity; ensure adherence to the Florida Open Government and Public Records laws, and maintain appropriate communications in accordance with Florida law and Board of Trustee policies, with the Board Chairperson and Board Members, and carry out the policies of the Board of Trustees; attend all meetings of the Board of Trustees and the Board Committees, unless excused by the Chairman, and provide staff to ensure the adequacy of facilities and

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equipment for the conduct of such meetings; maintain communications with, and request legal advice from, the attorney or attorneys hired by the Board of Trustees; faithfully, diligently, exclusively and competently devote his full time and attention and energy to the business of the college. He may, and is encouraged to, devote a reasonable amount of time, to civic and educational activities that promote the interests of the college, provided same does not interfere with his duties to the college.

Delaino shall not have any interest, financial or otherwise, direct or indirect, in any activity which is, or raises the appearance of, a conflict or impropriety in the discharge of his duties. Further, Delaino shall not engage in any act of immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, or drunkenness, nor be convicted of a crime involving moral turpitude.

Delaino shall return all equipment owned by the college to the college upon termination of this contract, without deletion of any material, e mail, text or other communication which may be deemed a public record under Florida law.

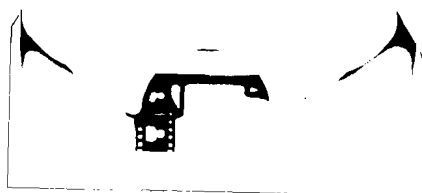
**5. EVALUATION OF DELAINO:**

The Board of Trustees may, but are not required to, perform an evaluation of Delaino's performance and service to the college, and Delaino shall cooperate with the conduct of that evaluation, and Delaino shall endeavor to meet goals that may be developed by the Board of Trustees, in accordance with the terms of this contract.

**6. COOPERATION WITH INCOMING PRESIDENT:**

Provided the incoming permanent president of the college requests same, Delaino shall cooperate in providing the incoming president with information, schedules, and status reports for ongoing activities of the college, pending or incomplete activities, and all other information needed for the incoming president to be made fully aware of the status of all activities and issues concerning the college. Although Delaino shall continue to be paid at a daily rate under this contract for services provided under this paragraph, Delaino may not at that time be the interim president, having been replaced by the hiring of an incoming president. Delaino's

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responsibilities under this paragraph shall not extend longer than 30 days after the hiring of the incoming president.

7. **DISABILITY OR DEATH:**

This contract shall terminate immediately upon the death of Delaino with no further rights or responsibilities remaining, except that Delaino's heirs, personal representative or executor shall immediately return all college communication equipment, public records, and other college documents to NWFSC, without deletion of any message, e mail, text or other communication whatsoever. Deletion may occur only after a determination in writing by NWFSC that the matter to be deleted is not a public record under Florida law.

At the option and discretion of NWFSC, this contract shall terminate, with no further rights or responsibilities remaining, upon the illness, injury or disability of Delaino that prevents him from performing his duties under this contract for a period of seven business days or longer, and the 30 day notice of termination described elsewhere in this contract, shall not apply. Delaino shall ensure that his personal representative, and all other persons in possession of same, immediately return all college communication equipment, public records, and other college documents to NWFSC, without deletion of any message, e mail, text or other communication whatsoever. Deletion may occur only after a determination in writing by NWFSC that the matter to be deleted is not a public record under Florida law.

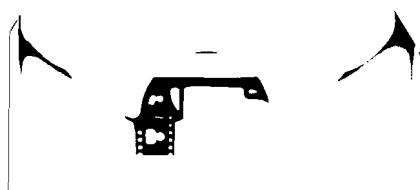
8. **RESTRICTION ON FURTHER EMPLOYMENT WITH NWFSC:**

Delaino shall not apply for nor seek appointment as the incoming "permanent" president of the college. Delaino acknowledges that NWFSC has begun the process of hiring a new "permanent" president. Delaino acknowledges that neither this contract, nor any representation made, shall establish, warrant or indicate any expectation of continued employment with NWFSC beyond the terms of this contract.

9. **MISCELLANEOUS:**

This contract is binding on the parties, and their heirs, successors, personal representatives and assigns. This contract may not be assigned by Delaino

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and is a contract for his personal services. This contract shall be governed by the laws of the State of Florida. This contract constitutes the entire agreement of the parties, and supersedes all prior oral or written agreements, promises or representations between the parties. Any amendments to this agreement must be in writing signed by the parties. If any portion of this contract shall be declared invalid or unenforceable, said determination shall not affect the remainder of this contract.

This contract is a public record. A copy of this contract shall be delivered to the Florida Department of Education.

This contract shall be executed in duplicate originals, with each party receiving one of the originals.

Notices required under this contract shall be effective if mailed by regular United States mail to:

Northwest Florida State College  
Chairperson of the Board of Trustees  
100 College Blvd.  
Niceville, Florida 32578

and

Dr. G. Thomas Delaino  
3316 NW 5<sup>th</sup> Avenue  
Gainesville, Florida 32607



IN WITNESS WHEREOF, the parties have executed this Contract as of the date last shown below:

BOARD OF TRUSTEES OF  
NORTHWEST FLORIDA STATE  
COLLEGE

By: Wesley Wilkerson, its Chairman

By: Dr. G. Thomas Delaino

Dated \_\_\_\_\_

Dated \_\_\_\_\_

