

Capital Area
Community Action
Agency

February 17, 2017

Charlean Lanier
Board Chair
Capital Area Community Action Agency

Dear Madame Chair:

Please permit this letter to serve as official notice of my desire to continue to serve as the Chief Executive Officer of the Capital Area Community Action Agency.

Pursuant to our Employment Agreement, not less than eight weeks prior to the termination of the contract (April 1, 2017), I am to inform you and the Board of my desire to continue in this position.

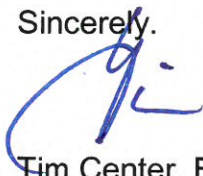
The state of the agency is strong. Administrative leadership and reorganization of the agency has resulted in a more effective, streamlined organization. But, there is more work ahead.

Having served as the Head Start Director for the past year has been rewarding. I trust that the Board can find a way to compensate me accordingly for the additional effort put forth.

I look forward to working with the Board over the course of the next few weeks to discuss this matter fully and hopefully enter into a new contract.

Thank you for the opportunity to continue to serve.

Sincerely,



Tim Center, Esq.
Head Start Director
Chief Executive Officer



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Capital Area Community Action Agency, Inc.

Chief Executive Officer Employment Agreement

WITNESS THIS EMPLOYMENT AGREEMENT entered into this 1st day of April, 2015 between **Tim Center** (hereinafter referred to as "**Chief Executive Officer**") which will be changed from **Executive Director**) and the **Capital Area Community Action** (hereinafter referred to as "**Employer**"). In consideration of the continued employment of the Chief Executive Officer, the compensation to be paid hereunder and other good and valuable consideration, the Chief Executive Officer agrees to continue employment with Employer, on the following terms and conditions:

1. The term of the Employment Agreement shall be for a two (2) year term commencing **April 1, 2015**, unless extended in writing by mutual agreement of Employer and the Chief Executive Officer.
2. **Tim Center** is employed by Employer to render services as its Chief Executive Officer during the term of this Employment Agreement, and **Tim Center** agrees to provide such services.
3. Beginning **April 1, 2015** the Chief Executive Officer shall receive compensation at an annualized base rate of **\$90,000** for the executive and management services rendered. A merit increase of up to 7% may be awarded by the Executive Committee of the Board, effective **April 2016**, in its discretion based upon a satisfactory achievement of performance measures developed by the Executive Committee and Chief Executive Officer.
4. The Executive Committee may in its discretion authorize bonus payments or other benefit increases as it sees fit, in keeping with the Chief Executive Officer's performance and the fiscal well-being of Employer. The bonus may be up to **\$3,000** based on performance evaluation and the funds being available according to the Chief Financial Officer.
5. The Chief Executive Officer's Annual PTO will be 290 hours.
6. During the term of this Employment Agreement, the Chief Executive Officer shall do that work assigned to him by the Board of Directors of Employer, including those things specified in the written Job Description of the Chief Executive Officer of Employer, acting at all times in a diligent, trustworthy, loyal, businesslike, efficient and satisfactory manner. The Chief Executive Officer shall serve at the will of the Board of Directors, which may terminate the Employment Agreement at any time for any reason or for no reason, consistent with applicable law.
7. The Chief Executive Officer shall not engage in any activities prohibited under Section 501(c) (3) of the Internal Revenue Code for a tax exempt organization which could result in the loss of 501 (c)(3) tax-exempt status for Employer.
8. The Chief Executive Officer may engage in other business activities outside of his responsibilities with Employer so long as those activities do not conflict with the purposes and objectives of Employer and are approved in advance by the Executive Committee. All outside activities will be approved by the Executive Committee before occurrence.
9. Unless otherwise specifically provided herein, the Chief Executive Officer shall be subject to the terms of the Employer Personnel Policies, with the exception of the cap on total PTO time that may be paid

out upon separation from the agency. This exception is made in recognition of the extended notice required by the Chief Executive Officer.

10. In the event the Board of Directors terminates this Employment Agreement or chooses not to offer the Chief Executive Officer a subsequent Employment Agreement, it shall make reasonable efforts to give the Chief Executive Officer up to **eight (8) week notice**. However, such notice is not required in case of operations concerns, fiscal considerations or transitional issues related to the hiring of a new Chief Executive Officer.
11. Not less than eight (8) weeks prior to the termination date of this contract, the Chief Executive Officer shall advise the Board of Directors if he wishes to be considered for an additional employment or contract period. The Board of Directors, at its option, may discuss future employment upon mutually acceptable terms and conditions. Nothing herein shall create any obligation on behalf of the Board of Directors to renew or extend this Employment Agreement. If the Chief Executive Officer does not wish to be considered for an additional term of employment, he shall so advise the Executive Committee in writing.
12. In the event the Chief Executive Officer wishes to terminate this Employment Agreement prior to the end of the two (2) year term, he shall give the Board of Directors not less than eight (8) weeks' notice prior to the date of termination. If the Chief Executive Officer terminates this Employment Agreement, or chooses not to enter into a subsequent employment agreement with Employer, and fails to comply with such notice requirement, no severance pay shall be due to the Chief Executive Officer. If the Chief Executive Officer complies with the eight (8) week notice requirement, he may be granted two month salary payment upon separation. Such payment will be made in the sole discretion of the Executive Committee; provided the financial condition of the agency at the time will permit such payment and the fiscal stability of the agency will not be adversely affected.
13. Upon a decision of the Board not to enter into a subsequent employment agreement with the Chief Executive Officer, four (4) weeks' severance pay shall be granted at the end of the contract period, provided the financial condition of the agency at the time will permit such payment and the fiscal stability of the agency will not be adversely affected.
14. The Board of Directors may terminate this agreement at any time by providing the Chief Executive Officer with four (4) weeks' written notice. During such period, the Board of Directors may mandate that the Chief Executive Officer refrain from any and all Agency activities. However, the Board of Directors will provide four (4) weeks' severance pay to Chief Executive Officer if it opts to terminate the Agreement per this paragraph as long as (1) the Chief Executive Officer has not been terminated for theft, fraud, or other criminal violation, or (2) the Agency's financial stability will not be severely affected as a result of making such payment.
15. No severance pay shall be paid to the Chief Executive Officer if the termination or non-renewal of the Employment Agreement is for reasons of theft or embezzlement of agency assets.
16. In addition to the compensation enumerated herein, the parties agree to the following conditions of employment:
 - a. Professional Development: Employer is committed to the professional development of the Chief Executive Officer and will support all reasonable requests for his participation in conferences,

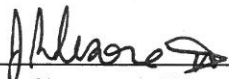
agency exchange programs, educational seminars & training, unpaid sabbatical periods, tuition/exam reimbursement and other activities that enhance the Chief Executive Officer's professional skills and visibility, provided the financial condition of the agency at the time will permit such payment and the fiscal stability of the agency will not be adversely affected.

b. The Chief Executive Officer mileage is governed by the Agency's contract.

17. The Chief Executive Officer agrees to exercise due care and maintain professional competence at all times in the performance of the duties of the position, and to maintain an awareness of current trends and programs being used in Community Action.

The Chief Executive Officer further agrees to refrain from any conduct including, but not limited to, issuance of any directives or rules, or implementation of any policies that willfully or in a grossly negligent manner jeopardize, directly or indirectly, the well-being or safety of any participant or staff member of Employer.

18. The Chief Executive Officer and the Employer agree if the Employer loses significant funding this contract becomes void and reopens for negotiations of compensation and term. For the purpose of this contract, loss of significant funding is defined as thirty-three and one-third percent (33 1/3 %) of the previous year's annual budget. The Employer won't be liable for commitments made in anticipation of the Chief Executive Officer's performance at current funding levels if funding is no longer available.
19. No change or modification of the Employment Agreement shall be valid unless in writing and signed by both parties hereto.
20. This Employment Agreement shall be construed and regulated under the laws of the State of Florida, and shall insure to the benefit of and be binding upon the parties hereto and their successors and assigns.



J. Roger Newsome III
Chairman, Board of Directors

4-21-15
Date



Tim Center
Chief Executive Officer

5/4/2015
Date