



## **FACA**

### ***Florida Association for Community Action (FACA), Inc.***

#### ***Executive Director Employment Contract***

This employment contract made and entered into in duplicate on this 17th day of September, 2018 by and between the Florida Association for Community Action, Inc., a non-profit corporation under the laws of the State of Florida, hereinafter referred to as FACA, and Faith Pullen, hereinafter referred to as Employee.

#### **Witnesseth:**

**In consideration** of the premises and the mutual covenants and undertakings, the parties hereto do hereby agree as follows:

**Section 1. Employment:** The FACA hereby employs Employee and, Employee hereby accepts employment by the FACA as Executive Director of the Florida Association for Community Action, Inc. in accordance with the terms and conditions set forth herein.

**Section 2. Duties:** Employee represents and covenants that Employee is physically able to perform the duties set forth in the job description, Exhibit A, attached hereto and by this reference made a part hereof as is set forth in full, and that Employee possesses the education and qualifications necessary to perform her job in a competent and acceptable manner. Employee further agrees to do and faithfully perform same and to be able, and willing to perform such other duties as they relate to her responsibilities as Executive Director, although not specifically set forth in **Exhibit A**, as requested from time-to-time by the Board of Directors, Florida Association for Community Action, Inc. Employee further agrees to comply with the Personnel, Procurement and other established Policies and Procedures of the Association.

**Section 3. Compensation:** For all services, actually, timely and faithfully rendered by Employee, the FACA agrees to pay to Employee compensation at the rate of three-thousand two hundred sixty-nine dollars and twenty-three cents (\$3,269.23) payable bi-weekly, in a total amount not to exceed eighty-five thousand (\$85,000.00) during the entire term of this contract.

Employee is also eligible to receive board of directors approved Bonuses and Cost of Living Adjustments, that the Association Board of Directors may approve from time-to-time during the term of this Agreement.

**Section 4. Fringe Benefits:** Employee shall be entitled to single coverage for life, disability and health insurance. **FACA agrees to provide an annual contribution to the Employee's 403-B Retirement Plan.** The Employee shall be entitled to 28 days of paid time off, accrued on a bi-weekly basis. Not more than 30 days (240 hours) of leave may be carried forward each fiscal year.



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Upon termination of employment with the FACA, employee will be paid for unused leave time (not to exceed 30 days /240 hours) that has been earned through the last date of work.

**Section 5. Deductions:** The FACA shall make such payroll deductions from the above stated compensation as required by law and as otherwise required to provide the above stated fringe benefits.

**Section 6. Use of Motor Vehicle:** Employee will be required to use a private motor vehicle in

the course of employment. Employee warrants to the FACA to be in lawful possession of a valid Florida driver's license and it shall not be revoked, suspended or otherwise restricted, and agrees to maintain in force all insurance required by law, but in any event automobile liability insurance in financial responsibility limits of the State of Florida. Employee shall be reimbursed at a rate of 44.5 cents per mile to cover in state FACA related travel. Employee shall receive out of town travel reimbursement as provided by the FACA within the rate established by FACA's policies and procedures for authorized use of Employee's private vehicle.

**Section 7. Agency Property:** **Employee shall be provided a telephone to conduct agency business.** Employee shall be responsible for the proper and reasonable use, care and protection of all property, equipment, materials and the like which shall be in the possession or care, custody and control of Employee, and shall be liable to the FACA for any failure thereof, including but not limited to any intentional, willful, negligent or abusive use, waste, or in attention thereto.

**Section 8. Governing Laws:** Employee shall be subject to and governed by all FACA policies, rules and regulations and orders on the same basis and to the same extent as other employees in the same Agency or employees otherwise similarly situated by reason of pay classification, position duties, or other similar factors. The laws of the State of Florida shall govern this contract.

**Section 9. Terms and Termination:** The term of this contract shall commence on the 1st day of October 2018, and shall terminate on the 30<sup>th</sup> day of September 2019. Employee's employment with FACA may be terminated, prior to the expiration of the term of this Employment Agreement, in accordance with any of the following provisions:

- a. Termination by Employee. Employee may terminate her employment at any time during the course of this agreement by giving a 30 day notice in writing to the Board Chair. During the notice period, Employee will be required to fulfill all duties and responsibilities set forth this Agreement and job description, and use her best efforts to train and support her replacement, if appropriate. Failure to comply with this requirement may result in



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Termination for Cause described below, but otherwise Employee's salary and benefits will remain unchanged during the notification period.

- b. Termination by the Agency Without Cause. The Board may terminate Employee's employment at any time during the course of this agreement by giving a 30 day notice in writing to the Employee. During the notice period, Employee will be required to fulfill all duties and responsibilities set forth this Agreement and job description, and use her best efforts to train and support her replacement, if appropriate. Failure of Employee to comply with this requirement may result in Termination for Cause described below, but otherwise Employee's salary and benefits will remain unchanged during the notification period.

The Board may, at its sole discretion, pay Employee the remaining amount of her pay for the remaining notice period in lieu of actual employment.

- c. Termination For Cause. The Board may, at any time and without notice, terminate Employee for "cause". Termination by the Board of Employee for "cause" shall include but not be limited to termination based on any of the following grounds:
- a) failure to perform the duties of the Employee's position in a satisfactory manner;
  - b) fraud, misappropriation, embezzlement or acts of similar dishonesty;
  - c) conviction of a felony involving moral turpitude;
  - d) illegal use of drugs or excessive use of alcohol in the workplace;
  - e) intentional and willful misconduct that may subject the Agency to criminal or civil liability;
  - f) Engages or is involved in other conduct or activity which is deemed to be unbecoming to an employee of the FACA or otherwise to be detrimental to the reputation of the FACA as a governing body; or
  - g) Undisclosed conflict of interest activities.

**Section 10. Evaluation:** The Board of Directors shall complete the annual evaluation of the Executive Director by **September 30, 2019**. The Executive Director will provide the Board Chair with the Director's Accomplishments on or before **August 31, 2019** for the annual evaluation to accompany the Executive Director's Position Performance Evaluation. Specific performance expectations and measures are outlined in **Exhibit B. The Performance Evaluation Tool is outlined in Exhibit C.**

**Section 11. Renewal:** The renewal of this contract is at the discretion of the FACA board of directors.



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**Section 12.** **Amendment:** This agreement may be amended in writing by mutual agreement of the parties hereto. An oral agreement shall not have the affect of changing any section of this agreement.

*In Witness whereof*, the parties have duly executed this contract on the day and year above first written.

**Acknowledgment**

I have reviewed the job description and understand my duties. I further acknowledge that I do possess the minimum qualifications specified. With my signature I agree to the terms of this contract.

**Employee**

\_\_\_\_\_  
**Faith Pullen**                      **Date**

**Attestation**

**Florida Association for Community Action, Inc.**

\_\_\_\_\_  
\_\_\_\_\_  
**Corporate/Board Secretary**  
**Charles Harris**

**Chair, Board of Directors**  
**Berneitha McNair**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



***Exhibit A***

**RESPONSIBILITIES**

The Executive Director is the Chief Executive Officer of the Florida Association for Community Action (FACA), Inc. This position reports directly to the Board of Directors the Chairperson and ensures the organization follows its mission. The Executive Director is responsible for implementing the policies, outcomes, fiscal, programs and administrative management of the organization.

**Specific Responsibilities:**

1. Assures that the Association has a long-range strategy which achieves its mission, and makes consistent and timely progress.
2. Provides leadership in developing program, organizational and fiscal plans with the Board of Directors and carries out plans and policies authorized by the Board of Directors.
3. Promotes active and broad participation by volunteers in all areas of the Association's work.
4. Maintains official records and documents, and ensures compliance with federal, state and local regulations.
5. Maintains a working knowledge of significant developments and trends in the field.
6. Be responsible for the recruitment, employment, and of all personnel and volunteers.
7. Publicizes the activities of the Association, its programs and goals.
8. Represents the Association's point of view to members and the general public.
9. Be responsible for developing and maintaining sound fiscal practices.
10. Ensures ongoing program excellence, consistent quality of finance and administration of the Association.
11. Uses external presence and relationships to garner new fiscal and programmatic opportunities.
12. Builds and maintains partnerships in new markets.

**QUALIFICATIONS**

- BA/BS Degree from an accredited college or university; advanced degree preferred, with 5 years experience in management and/or senior leadership position;
- Demonstrated commitment to quality programs and data-driven program evaluation;
- Excels in association management with the ability to coach staff, manage, and develop high- performance teams; sets and achieves strategic objectives and manages budgets.
- Past experience working with a board of directors with the ability to cultivate existing board member relationships.
- Strong marketing, public relations and fundraising experience with the ability to engage a wide range of stakeholders.



***Exhibit A cont'd***

**Knowledge, Skills and Abilities**

- Knowledge of Community Action Agency Programs, practices and history;
- Knowledge of cost principles and techniques of grants administration, contract negotiation and administration;
- Skills at staffing effectively, selecting, training and developing employees;
- Skills to manage the financial and accounting activities of the Association;
- Skills in effective leadership, organizational and management principles;
- Ability to plan, direct, coordinate activities and make independent decisions; and,
- Ability to effectively communicate orally, and in writing in order to prepare reports and correspondences, explain practice standards, association policies and program rules to funders, staff, partners, member agencies and the general public.



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## **Exhibit B**

### **Performance Expectations**

- **Maintain or** increase paid registration at 2019 FACA Conference.
- Achieve all deliverables outlined in the RPIC grant.
- Achieve all deliverables in any grants negotiated with the Department of Economic Opportunity, Inc. (DEO)
- Successfully implement the **2018 Strategic Plan and make quarterly reports to the Board of Directors.**
- Maintain a good working relationship with FACA Board Members, maintaining a favorable rating with 85% of Members