

2016 Management Services Agreement
between the
Southeastern Association of Community Action Agencies, Inc.
and the
North Carolina Community Action Association, Inc.

This Management Services Agreement, effective January 1, 2016, is made by and between the Southeastern Association of Community Action Agencies, Inc., a not-for-profit, tax-exempt entity incorporated in the city of Barbourville, Commonwealth of Kentucky and hereinafter referred to as “SEACAA,” and the North Carolina Community Action Association, Inc., a not-for-profit, tax-exempt entity incorporated in the city of Raleigh, State of North Carolina, hereinafter referred to as “NCCAA.”

General Scope of Contracted Management Services. NCCAA will perform for SEACAA various “management services” in several specified areas, including **1)** SEACAA Board meetings planning, coordination and support—in close cooperation with SEACAA’s president; **2)** serve as a liaison between the SEACAA Board, its committees, and the work delegated to them; **3)** provide SEACAA’s annual dues billings and follow-up; **4)** update the SEACAA website; **5)** produce and distribute the SEACAA Spotlight Newsletter; **6)** coordinate the collection of historical SEACAA corporate information and facilitate a repository location; **7)** market both SEACAA generally and the Certification programs in collaboration with the SEACAA Education and Training Committee; **8)** provide miscellaneous support services to SEACAA’s member agencies on request as available and under the direction of the SEACAA Executive Committee; and **9)** provide special event coordination and support—in close cooperation with the SEACAA Programs Committee. These responsibilities and duties are further expanded in the Work Plan, which NCCAA and SEACAA both stipulate are incorporated as part of the Agreement.

Duration of This Agreement. This Agreement shall commence on January 1, 2016 and will, unless otherwise terminated under the provisions set forth in this Agreement, be in effect until December 31, 2016.

Termination of This Agreement. Either SEACAA or NCCAA may cancel this Agreement by providing the other party—by certified mail or personal delivery—a no-less-than-30-day Cancellation Notice. No part of the Agreement, including the Work Plan, may be modified, revised, or changed in any way without the mutual consent of the organizations’ approved signatories—or their respective Boards’ designees.

Payments for Contracted “Management Services” to the Contractor. For performing the management services specified in the Work Plan of this Agreement, SEACAA agrees, upon receipt of billing suitably documented by NCCAA, to pay NCCAA an annual sum not to exceed \$_____, which will be paid in monthly installments by the 25th of the month. Unless the Agreement is cancelled as provided under the terms of this Agreement, subsequent monthly installments will follow on this schedule until all installments due under this 2016 Agreement are paid to NCCAA. The Executive Committee of the SEACAA Board will monitor NCCAA performance as determined by the Work Plan. The Executive Committee will meet with the NCCAA’s representative before each board meeting to measure outcomes and make recommendations to the full Board of Directors regarding the management contract.

NCCAA Expense Claims and Reimbursements. The NCCAA Executive Director and the SEACAA President shall consult and mutually agree on the conferences that NCCAA shall attend on behalf of SEACAA. Those expenses shall be capped at \$4,500 per year (or on a pro-rata basis if the contract is less than one year in duration) and shall follow the Federal travel policy guidelines.

Independent Contractor. Both SEACAA and NCCAA agree that NCCAA will perform SEACAA management services as an Independent Contractor. Accordingly, NCCAA will be responsible for payment of all federal, state, and local taxes—including, but not limited to, federal and state income tax, Social Security tax, Worker's Compensation insurance, and Unemployment Insurance—arising out of NCCAA's performance under this Agreement.

Reporting. The contractor (NCCAA) shall at least quarterly—normally in conjunction with SEACAA Board Meeting—prepare and deliver to the SEACAA Executive Committee *written* programmatic/activity reports detailing its activities under this Agreement.

The SEACAA Board will track performance in this contract with regards to outcomes. For its own expenditures, NCCAA will track its expenses through three main cost centers: **1)** SEACAA Certification Training; **2)** SEACAA Annual Conference; and **3)** SEACAA General.

Contractor's Liaison. In addition to the frequent, diverse interaction and communication specified and characterized in the Work Plan, NCCAA also agrees to designate a primary SEACAA Liaison, to whom SEACAA officials will have direct access in a reasonable and timely manner at all times.

Scope of Agreement. This Agreement and its attachment, a Work Plan, shall be the entire agreement. No other comments, conversations or written documents shall be considered part of the agreement.

Ricky L. Baker, President, Board of Directors
Southeastern Association of Community Action Agencies, Inc. Date: _____

Sharon Goodson, Executive Director
North Carolina Community Action Association, Inc. Date: _____

SEACAA-NCCAA Management Services Agreement

2016 Work Plan

The SEACAA President shall be the contact and point person for SEACAA in regards to working with NCCAA on achieving the objectives of the mutually agreed upon Work Plan. The NCCAA Executive Director shall be the point person for NCCAA on the Work Plan and shall regularly consult with the SEACAA President to provide updates on the Work Plan and to seek the guidance and counsel.

In addition to regular communication about specific SEACAA Management Services matters, the NCCAA executive director, or his/her designee, and the SEACAA president, or his/her designee, will meet—by phone or in person—to discuss the status of NCCAA’s SEACAA management services in general and upcoming efforts specifically:

SEACAA management services to be performed by NCCAA include:

SEACAA Board Meetings Support.

Under the direction of SEACAA’s president, or his/her designee, and in cooperation and conjunction with SEACAA’s Program Planning-Evaluation Committee chairperson, or his/her designee, NCCAA will:

- Plan, schedule, coordinate, and make arrangements for SEACAA Board meetings and other events/activities.
- Notify Board members of SEACAA Board and committee meetings and other events/activities in a timely manner.
- Prepare and deliver comprehensive packets of items (e.g., meeting agenda, previous Board meeting minutes, committee reports, etc.) to Board members at least *two weeks* in advance of Board/committee meetings.
- Staff—*in person, if needed*—and take minutes, in the absence of the Secretary, at SEACAA Board meetings.
- Staff—via medium approved by Committee chairperson—SEACAA Committee meetings.
- Perform related duties as needed and assigned by the SEACAA president, or his/her designee.
- Develop an “Annual SEACAA Calendar” that lists Board meetings, committee meetings, times and locations by October 1 of each year. The hosting state would be asked to participate in coordination efforts.

Outcome 1. NCCAA will work with the SEACAA Board to plan and implement the Board meetings already planned for 2016 and to accommodate any special or called meetings that arise in the course of the year.

Outcome 2. NCCAA will prepare and disseminate a written Board packet for the SEACAA Board members at least two weeks in advance of the Board meeting. The Board packet could include, depending on the preference and will of the Board, agenda, previous minutes, financial reports, staff reports, committee reports, and other action items.

Outcome 3. NCCAA will coordinate with the President prior to each meeting to go over the agenda and other items that may need to be discussed and acted upon at the board meeting.

Outcome 4. NCCAA will staff committee meetings either through conference call or in person as requested by the SEACAA Board.

Outcome 5. NCCAA in conjunction with the Executive and Program committees will develop an “Annual SEACAA Calendar” by October 1 of each year. The Calendar will be on the website, with copies distributed to the paid membership.

Financial Support Services.

Under the general direction of SEACAA’s President, or his/her designee, and in cooperation and conjunction with SEACAA’s Treasurer and Finance Committee, Vice-Chair/Membership Chair, and the Education and Training Committee Chair or his/her designee, NCCAA will:

- Plan and coordinate every SEACAA Conference and assist with Certification Training module coordination. NCCAA will ensure all marketing and communication related to the conference and trainings are distributed in a timely manner to ensure member agencies can plan accordingly. The SEACAA conference materials will be completed and distributed at least three (3) months prior to the conference.
- Perform related duties as needed and assigned by the SEACAA President, or his/her designee.
- In coordination with the SEACAA Treasurer, NCCAA will prepare and distribute invoices to CAA’s in the eight state region (2016) for membership to SEACAA. All membership dues and conference registrations will be mailed directly to the NCCAA office. NCCAA will then forward checks to the SEACAA Treasurer for deposit.
- Specific and agreed-upon outcomes...

Outcome 1. NCCAA, together with the SEACAA Treasurer, will bill SEACAA members for their dues to be sent to NCCAA, track the information, and report it to the Board on a regular, periodic basis.

Outcome 2. NCCAA will maintain a database for SEACAA membership payments and mail checks promptly to the Treasurer for deposit.

Certification Training Series Support.

Under the direction of SEACAA's President, or his/her designee, and in cooperation and conjunction with SEACAA's Education and Training Committee chairperson, or his/her designee, NCCAA will:

- Perform related duties as needed and assigned by the SEACAA President, or his/her designee.
- Specific and agreed-upon outcomes...

Outcome 1. NCCAA will coordinate with the SEACAA Education and Training Committee to provide a SEACAA Certification class at the Annual Conference.

Marketing.

Under the direction of SEACAA's President, or his/her designee, and in cooperation and conjunction with SEACAA's Communications and Marketing Committee chairperson, or his/her designee, NCCAA will:

- Maintain the SEACAA.ORG website with current information regarding membership and events/activities and Annual Conference information.
- Produce and distribute at least three (3) times a year, the SEACAA Spotlight newsletter. The SEACAA Spotlight newsletters that is printed and distributed at the annual conference will be included in the budget and expenses of the annual conference.
- All costs associated with the design and layout of the website and SEACAA Spotlight newsletters are included in the base monthly fee paid to NCCAA, unless specifically agreed upon by separate board action.
- Develop and distribute a survey for membership to ascertain needs and wants of the participating agencies.
- Perform related duties as needed and assigned by the SEACAA President, or his/her designee.
- Specific and agreed-upon outcomes...

Outcome 1. NCCAA will update the SEACAA website on at least a monthly basis to keep training information, calendar of events and activities, and other information up to date.

Events Coordination.

Under the direction of SEACAA's President, or his/her designee, and in cooperation and conjunction with SEACAA's Program, Planning, and Evaluation Committee/Annual Conference Committee chairperson, or his/her designee, NCCAA will:

- Initiate efforts to ensure that SEACAA’s Annual Conference is researched, planned, scheduled, coordinated, orchestrated, and conducted in such a way that is most conducive to the Annual Conference being highly-attended, informative, educational, entertaining, and profitable.
- Utilize responses to surveys and other interactive efforts for planning guidance.
- Solicit proposals for conducting conference educational sessions to ensure optimum interest and attendance. Utilize the *SEACAA Spotlight* newsletter to enhance promotion of the conference in general, as well as the specific features.
- Provide the same approach for other SEACAA events as needed, and negotiate a fee if required.
- Perform related duties as needed and assigned by the SEACAA President, or his/her designee.
- Specific and agreed-upon outcomes...

Outcome 1. NCCAA will work with the SEACAA Board, all necessary SEACAA Board Committees, and other participants in creating the annual conference theme and defining the goals for the Annual Training Conference.

Outcome 2. Through surveys and other interactive methods, NCCAA will seek to ascertain the training sessions, which are most wanted and most needed. NCCAA will then send out calls for proposal to the Region IV and national CAA network and will contract out with other trainers as necessary—within the confines of the Board-approved SEACAA budget of the conference.

Outcome 3. NCCAA will negotiate a contract with the annual conference facility where the meeting is to be held and will work to ensure that SEACAA is protected in the contractual obligations.

Outcome 4. NCCAA will mail out to the member agencies and manage and track registrations, handle meal guarantees with hotels, and serve as a coordinating liaison for the speakers.

Outcome 5. NCCAA will provide on site assistance to manage the registration and other logistical concerns related to the annual meeting.

Outcome 6. NCCAA will work with evaluation tools to ensure that people have an opportunity to give feed back and that the information is used to strengthen future conferences.

Outcome 7. NCCAA will provide a detailed, written Annual Conference report within no more than forty-five (45) days of the close of the Annual Conference to include a minimum of conference attendance numbers, revenues, expenses and conference feedback and evaluation results.

Corporate Records/Documents Location/Warehousing.

Under the direction of SEACAA's President, or his/her designee, and in cooperation and conjunction with SEACAA's Executive Committee, NCCAA will:

- Initiate efforts to collect SEACAA's Minutes of Meetings since its inception.
- Collect a copy of the Articles of Incorporation and all By-Laws and any and all amendments.
- Help identify, solicit proposal for, and evaluate potential archival sources for corporate information.

Outcome 1. NCCAA will solicit and collect SEACAA's Minutes or Meetings since its inception from current and former board members and officers.

Outcome 2. NCCAA will obtain a copy of original Articles of Incorporation and amendments. NCAAA will obtain a copy of the original by-laws and all amendments.

Outcome 3. NCCAA will work with the SEACAA Board, all necessary SEACAA Board Committees to develop a RFQ or RFP for the archival and storage of SEACAA corporate documents and help evaluate potential vendors for the Board to select the lowest and best vendor.