



NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

SEVENTEEN NINETY BROADWAY •

NEW YORK, N. Y. 10019 • 212-245-2100

May 1, 1980

Rev. Charles H. Smith
814 6th Avenue
Huntington, W. Virginia 25701

Dear Rev. Smith:

This will confirm the terms of your employment with the National Association for the Advancement of Colored People ("NAACP"), 1790 Broadway, New York, New York 10019. For the period from the date hereof for 3 years subject to the terms of this letter agreement.

1. You shall perform such duties as may be assigned to you by the Board of Directors of the NAACP through the Executive Director of the NAACP from the date hereof for 3 years. In the performance of these duties your title shall be Deputy Executive Director. It is understood that such duties will encompass those duties usually performed by the Chief Administrative Officer of an organization such as ours. In the performance of such duties, you shall report directly to the Executive Director and the Board of Directors to the NAACP. Notwithstanding anything contained herein to the contrary, until you have established residence in the New York City area or November 1, 1980 you shall act as a consultant and not an employee of the NAACP.
2. You shall be compensated at the rate of \$62,000 per year, payable bi-weekly which sum shall hereinafter be referred to as "base compensation". During the term of this contract the base compensation shall be increased from time to time pursuant to the action of the Board of Directors of the NAACP so that no later than 2 years after the beginning of this contract term the base compensation will be no less than the initial amount specified above or 90% of the "annual total compensation" paid to the Executive Director whichever is higher. For these purposes annual total compensation payable to the Executive Director shall include all compensation received by the Executive Director other than reimbursement for expenses and the cost of employee benefits.
3. You shall also be entitled, and the NAACP shall pay for the cost of, all benefits now afforded to the Executive Director but no less than life insurance in the face amount of \$150,000, individual and family health insurance including

major medical, disability insurance, travel insurance, and a retirement benefit payable at age 60 (assuming continuous employment from May 1, 1980 to such age) of not less than 50% of the highest base compensation paid during the term of employment which benefit shall begin to vest after 2 years of service. These benefits shall be adjusted to take in account the salary differential between you and the Executive Director.

4. You shall also be entitled to 6 weeks vacation with pay, 5 days personal leave and sick leave equivalent to that given to the Executive Director, and all other benefits now or hereafter afforded the Executive Director.

5. The NAACP shall provide an apartment within the Borough of Manhattan within 15 blocks of the executive office of the NAACP of a size no less than 750 square feet for the use of the Executive Director and Deputy Executive Director.

6. The base compensation hereunder shall be increased, in addition to such increases referred to above, yearly by action of the Board of Directors based upon your evaluation report but no less than increases in the consumer price index to be determined on each anniversary of this contract. For these purposes you shall present an evaluation report of performance of your duties relating to the achievement of the NAACP.

7. You shall be reimbursed for all travel expenses, entertainment expenses, promotional fund raising, public relations and other expenses incurred by you, incidental to the performance of your duties. Suitable credit cards in the name of the NAACP shall be issued to you for these purposes including but not limited to an American Express Card and an Air Travel Card, but such reimbursable expenses shall not be limited to expenses paid for by credit cards.

8. The NAACP agrees to include within its operating budget a line item to fund your base compensation and any and all increases made thereto pursuant to the terms thereof, all fringe benefits granted to you and all reimburseable expenses. In addition the operating budget shall include a line item to fund the usual and necessary expenses incurred by similar organizations for the fulfillment of the duties of our Chief Administrative Officer including but not limited to secretarial staff, consultants, and other operating expenses.

9. The NAACP shall reimburse you for your moving expenses of relocating you and your family to the New York City area. These moving expenses include but not limited to moving and storage of your furniture and personal effects for not more

than 6 months and such other expenses as you shall reasonably incur in establishing residence in the New York round trip area. The NAACP shall pay the traveling expenses of your wife to come to the New York City area to assist you in locating suitable housing at least, on two separate occasions, if necessary.

10. During the term of this agreement prior to establishment of your residence in the New York City area and while you are being compensated hereunder as a consultant, the NAACP shall reimburse you for all reasonable living expenses incurred by you including but not limited to hotel expenses, travel expenses between New York City and your present home and in addition the cost of interim health, accident and life insurance for this period.

11. This contract shall be automatically renewable unless either party gives to the other 6 months written notice to the contrary by certified mail, return receipt requested at the address provided by such party to the other during the term hereof.

12. The NAACP will assist you in obtaining a mortgage loan at 14% for 30 years to purchase suitable living quarters.

13. The NAACP shall pay reasonable attorney's fees in regards to the negotiations of your employment contract.

14. You agree to have an annual physical examination at NAACP's expense.

15. Any question or claim arising out of or relating to this agreement, or to any breach thereof which cannot be otherwise resolved, shall be settled by arbitration in New York City before a single arbitrator in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All expenses shall be paid by the NAACP.

If this letter accurately states our agreement, please so indicate by dating, signing and returning the enclosed extra copy to me.

Very truly yours,

NAACP

By _____
Title _____

Charles Smith

November 24, 1980

M E M O R A N D U M

TO: All employees with Family Health Insurance Coverage.
FROM: Personnel
RE: Blue Cross dependent coverage cut-off date.

Attached is a copy of correspondence sent from Blue Cross-Blue Shield with reference to our employees who have dependents who have reached the cut-off age of twenty-five (25) years this year.

Please inform the Personnel Office immediately of any dependents who will be effected by the December 31st. deadline date.

Thank you for your attention to this matter.

/sas



**Blue Cross
Blue Shield**
of Greater New York

GA Stu

622 Third Avenue, New York, N.Y. 10017

November, 1980

Dear Group Administrator:

It's time again to make sure that youngsters covered on your group do not lose their health care benefits at the end of the year.

That can happen to some unmarried dependents covered on their parents' Family membership. Most of our literature refers to a December 31 cut-off date for 19-year olds whether they are students or not. We concentrate on 19-year olds because they are the largest category of dependents affected. However, your group has extended the period of coverage for full-time college students until they reach the age specified in your group's contract (~~usually 21, 22, 23 or more~~). (25 yrs.)

Even healthy young people can get sick or have accidents, involving lengthy and expensive medical treatment. So we are doing all we can to get our vital message across to parents of affected children. You can help them avoid finding out too late that their children's coverage has stopped.

We urge you to notify members of your group that they can transfer their 19-year old children and dependent students to Individual membership without a break in coverage. Please see that your members get the enclosed folders. These folders ask that the Transfer Card be returned to you as soon as possible. When you receive the cards, please complete the Group Administrator section at the bottom and mail them back to us immediately so we can process the new memberships before December 31.

You can get more folders by using the enclosed order card.

Thank you for helping with a most important task.

Sincerely,

Joseph R Kelly

Joseph R. Kelly
Vice President

JRK:ab
Encl.

A G R E E M E N T

COME now the parties, THE NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE, a New York corporation (hereinafter called "NAACP"), pursuant to its charter and by and through its authorized officials, and the Reverend CHARLES H. SMITH (hereinafter called "Mr. Smith").

WITNESSETH THAT:

WHEREAS, the Board of Directors of the NAACP herewith appoints Mr. Smith as Deputy Executive Director of the NAACP effective as of April 14, 1980; and further, the said Mr. Smith desires to serve as Deputy Executive Director in keeping with the Charter of the NAACP, its Constitution and the provisions of this agreement; and

WHEREAS, the Board of Directors of the NAACP herewith appoints Mr. Smith for a period of three years, effective April 13, 1980 through April 14, 1983;

NOW, THEREFORE, in consideration of the mutual promises, covenants and stipulations set forth herein, the parties agree as follows:

I. Working Relationships

While serving the NAACP under this agreement and pursuant to the constitution, Mr. Smith shall report to and follow the directions of the Executive Director of the NAACP. It is understood that the duties to be performed by Mr. Smith will be those duties usually performed by the Chief Administrative Officer of associations and corporations similar to the NAACP.

II. Functions and Duties of the Executive Director

The Deputy Executive Director shall devote full time to his position with the NAACP and his duties shall be those assigned to him by the Executive Director.

III. Effective Life of this Agreement

1. Depending upon the mutual decision of the parties, Mr. Smith may serve the NAACP as a consultant or in another capacity until he assumes the full time duties as Deputy Executive Director of the NAACP provided, however, that in no event shall Mr. Smith assume his full time duties later than , 1980.

2. If at any time before April 13, 1983 the Board of Directors should terminate the employment of Mr. Smith as Deputy Executive Director, he may continue to serve the NAACP, at his option, either as a consultant or in such other capacity as the Board of Directors, the Executive Committee or the Chairperson of the Board of Directors reasonably designates, up to and until April 13, 1983 and receive full compensation; however, if Mr. Smith declines to accept any assignment, there shall be no compensation paid.

3. The effective life of this agreement shall terminate prior to April 13, 1983 upon the happening of any of the following events:

(a) Mr. Smith's inability to perform because of illness or other causes for one hundred and twenty (120) consecutive days and the subsequent determination of the Board of Directors that the position of Deputy Executive Director be declared vacant; or

(b) The elapse of sixty (60) days after Mr. Smith gives written notice of his intention to resign from NAACP employment;

(c) The death of Mr. Smith.

4. This contract shall be automatically renewable for an additional three (3) year term unless either party gives to the other six (6)

months written notice to the contrary by certified mail, return receipt requested at the address provided by such party to the other party during the term hereof.

IV. Compensation

1. While serving the NAACP under this agreement, whether as Deputy Executive Director, or as consultant, or in any other capacity, Mr. Smith shall be compensated through salary at a rate of sixty-two thousand dollars (\$62,000) per annum, payable in bi-weekly equal installments. The NAACP agrees to increase this base salary as of January 1 of each year, beginning January 1, 1981, in the same percentage as that shown in the cost of living index, as published by the United States Government, Bureau of Labor Statistics, or its successor agency, using as a base figure the year 1980 and the month of January for the Manhattan area of New York City. Notwithstanding the foregoing, the Board of Directors shall review Mr. Smith's salary from time to time and may, in its discretion, vote additional increases in such salary.

2. In the event this agreement terminates by reason of death of Mr. Smith and he is survived by a widow, the NAACP shall pay said widow monthly amount equal to salary continuation for a period of _____ months from and after the death of the said Mr. Smith.

V. Expenses

Mr. Smith will be provided with the usual credit cards and shall be reimbursed for reasonable expenses incurred on behalf of the NAACP and shall be allowed such other expenses as are customary and reasonable and agreed upon by the Executive Director, the Board of Directors or the Executive Committee of the Board of Directors pursuant to their respective budget capabilities.

VI. Benefits

Mr. Smith will be enrolled in the regular pension program of the NAACP under the New England Mutual Life Insurance Company on the first eligibility date following his employment and that the NAACP will pay such premium in connection with said pension program during the term of this Agreement.

In addition thereto the NAACP shall on or before January 1, 1981, enroll Mr. Smith in the additional NAACP Pension Plan (the "Provident National Assurance Company Plan"). The Provident National Assurance Company Plan provides for a contribution of 5% for the employee and 1% by employer, constituting a total of 6%.

The Association shall enroll Mr. Smith in its regular Health, Medical and Life Insurance Program with The Equitable Life Assurance Society of the United States and will provide benefits commensurate with said program; effective upon the signing of this contract.

Mr. Smith will be entitled to _____ weeks vacation with pay, _____ days personal leave and sick leave equivalent to that given to the Executive Director.

The NAACP shall purchase a term life insurance in the amount of \$ _____ or any additional figure to be agreed upon by the parties of which one half will be made payable to the NAACP and one half payable to the entity designated by Mr. Smith.

VII. Moving and Interim Travel Expenses

1. The NAACP shall reimburse Mr. Smith for his moving expenses incurred in connection with his and his wife and children's relocation to the New York City area. These moving expenses shall include moving and storage for furniture and personal effects for not more than 6 months. The NAACP shall pay the traveling expenses of Mr. Smith's wife to come to the New York City area to assist Mr. Smith in locating suitable housing, provided that the NAACP shall pay for no more than two of such trips.

2. During the term of this Agreement and prior to Mr. Smith assuming his full time responsibilities as Deputy Executive Director, the NAACP shall reimburse Mr. Smith for hotel expenses and travel expenses between New York City and Mr. Smith's present home.

VIII. General Provisions

1. This agreement may be amended at any time, through a written instrument executed by both parties.

2. The rule of reason shall govern this agreement, and the parties pledge to deal considerately with one another and in good faith.

3. Should any provision of this agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall continue valid and enforceable to the full extent permitted by law or equity.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto on the _____ day of _____, 1980.

Rev. Charles H. Smith

NATIONAL ASSOCIATION FOR THE
ADVANCEMENT OF COLORED PEOPLE

By _____
Chairman of the Board

Policy Implications.....

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the report, to which Mr. Hooks replied he was in agreement with the recommendations that Rev. Smith be the deputy, providing the job description can be worked out by Mr. Hooks. Mr. Hart spoke against the amendment; Mr. Kim called for the previous question. It was voted.

On call for the question, the motion to amend by deleting the no. 2 slot of deputy for administration was defeated.

There was discussion on the original motion participated in by Messrs. Caly and Rauh, who offered an amendment to the motion that we change position titles to Deputy Executive Director and designate Rev. Smith and an assistant deputy director to Rev. Smith. The motion was duly seconded by Mr. Caly. On call for the question, it was voted with one opposed.

Recommendation that Rev. Charles Smith be named to position of Deputy Executive Director in the Office of Administration. The motion, duly seconded, was voted.

Recommended budget item \$88,000 for the new Office of Administration.

Upon motion, duly seconded, it was voted to approve a budget of \$88,000 for the new Office of Administration.

April 14, 1980

New Orleans

Working Relationships - Contract

While serving the NAACP under this agreement and pursuant to the Constitution, Mr. Smith shall report to and follow the directions of the Executive Director of the NAACP. It is understood to be performed to be performed by Mr. Smith will be those duties usually performed by the Chief Administrative Officer of associations and corporations similar to the NAACP.

July 4, 1980

(Clark) include overall resp for research project coordination, development, dissemination and evaluation.

He/she will have primary supervisory responsibility for the research project and:

1. Oversee implementation and analysis of all research instrumentation;
2. Oversee and supervise the process, output and longitudinal evaluation of the respondents;
3. Oversee the design of evaluation forms and their analysis;
4. Review monitoring and evaluation reports prepared by the project and provide feedback to DOL as well as to the Advisory Committee;
5. Supervise preparation of reports on longitudinal evaluation of the project and disseminate the results;
6. Coordinate efforts of the Research Specialist and Data procurer/Secretary in evaluating and making available evaluation data;
7. Prepare direction of curricula and provide training for research interviews and other data-collection instruments;
8. Assume responsibility for all routine administrative and supervisory duties in the day-to-day conduct of the research project office.

~~Supervisory Relationship: The Research Coordinator will report directly to the Advisory Committee.~~

~~POSITION: RESEARCH SPECIALIST (M.A. or experience)~~

~~Duties and Responsibilities: The Research Specialist will be responsible for carrying out the evaluation, monitoring and technical assistance components of the project under the direction of the Research~~

~~Investigator. He/she will supervise the:~~

Evaluations.

1. Conduct of the initial and follow-up surveys to determine program impact;
2. Conduct of process, output and longitudinal evaluation;
3. Preparation of reports on longitudinal evaluation of the project;
4. Preparation of project evaluation forms;
5. Analyzation of results of project monitoring and report results to the Research Investigator;
6. Preparation of training curricula for interviewers and implementation of training.