

## AASC Chapter Development Policies and Procedures

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The following are minimum requirements for establishing an AASC State Chapter.

### *AASC State Chapters must:*

1. Petition AASC Board of Directors requesting recognition as an official state chapter of AASC. Petition must be signed by no less than 25 current AASC national members.
2. Upon approval of petition by AASC Board, sign the AASC Chapter Affiliation Agreement and return one signed original to AASC headquarters.
3. Gain AASC Board approval of mission statement/purpose, articles of incorporation, and bylaws before filing with state agencies.
4. Convene members to elect officers and adopt bylaws.
5. Incorporate in their states as nonprofit membership corporation. Statutory/registered agent must be approved by AASC headquarters. Copies of final incorporation documents must be provided to AASC headquarters.
6. Purchase at their expense Directors & Officers insurance from AASC approved provider.
7. Establish a fiscal year of July 1 – June 30 in conjunction with AASC. (Officer terms can be determined by individual chapters.)
8. Require no less than two signatures for the withdrawal of funds from all bank accounts and adopt the Financial Guidelines provided by AASC.
9. Maintain a national AASC membership proportion that does not fall below 90% of its chapter membership
10. Hold at least four membership meetings a year. These meetings should contribute to the professional development of the members and be located throughout the state.
11. Hold at least four Board of Directors' meetings throughout the year. Notice of meetings and agendas must be provided to AASC headquarters 30 days in advance, with copies of minutes maintained by chapter's statutory agent and AASC headquarters.
12. Conduct at least one professional development program every two years if chapter membership is over 100.
13. Submit the following documentation annually to AASC headquarters:
  - a. Officer roster, including complete contact information
  - b. Signed Conflict of Interest statements from all officers and board members
  - c. Year-end financial statement
  - d. Coming year annual budget
  - e. Documentation required by IRS for group ruling status
  - f. Board meeting calendar, including dates, times and locations
  - g. Membership meeting calendar, including dates, times, locations and key contact information for each event
  - h. Revised bylaws (if applicable)

The following items define the minimum level of support provided to state chapters by AASC Headquarters at no cost.

### *AASC headquarters will:*

1. Include state chapters in a group exemption letter to the IRS
2. Provide up to \$500 to each approved chapter for start-up expenses.
3. Collect annual dues and allocate \$10 of dues paid by all AASC members in a given state as chapter dues.
4. Pay to the chapter, no later than 30 days following the end of a fiscal quarter, chapter dues collected during the previous quarter
5. Allow chapter to use AASC name and logo, upon approval of intended use.
6. Provide up to 3 pages on the AASC National website.
7. Provide membership marketing materials in reasonable quantities depending on the intended use.
8. Provide AASC letterhead stationary and envelopes for approved membership mailings.
9. Provide chapter membership rosters on a bi-annual basis, including current, new and recently expired member data.
10. Allocate one position on the AASC Chapter Advisory Council for every 100 AASC members. Representative to be named by Chapter Board.
11. Allow up to four electronic communications to Chapter membership per year (e.g., email meeting notices, surveys, public policy calls to action, etc.)

### *Procedures for Establishing a State Chapter of AASC*

#### *Petitioning*

It only takes a few enthusiastic members to launch a state chapter. First, check with AASC headquarters to ensure that there is not an existing or developing AASC State Chapter. If there is no existing group, you can request a list of the members in your state or obtain this information from the electronic member directory in the 'Members Only' section of the website.

Start by contacting at least 25 members in your area and ask them to meet to discuss the possibility of helping you form an AASC State Chapter. Once you have some assistance and enthusiasm from a few local AASC members, the planning can begin! You might decide to poll all AASC members in your state on their interest. AASC Headquarters staff can assist you with this task. We can also provide you with some suggested discussion points to consider in your debate.

You must petition the AASC Board of Directors to start a State Chapter. Use the Petition to form an AASC State Chapter (Addendum 1) and be sure to include the following information

- The name of the state
- The name of the pre-existing organization (if applicable)
- Signatures of 25 current AASC members
- Contact information for the Lead Chapter Organizer

Submit the completed petition to the Membership and Chapter Development Director at AASC Headquarters for approval by the AASC Board. It is suggested that more than the required number of members sign the petition to ensure that at least 25 qualify, thus speeding the petition's processing.

AASC staff will review the petition and work with the Lead Chapter Organizer to resolve any discrepancies. The chapter will be considered established after the Association President and Board Executive Committee have no objections to formation of the chapter.

Following approval, the Lead Chapter Organizer will be notified and sent a Chapter Development Tool Kit. Included in this kit will be the following forms:

- Affiliation Agreement
- Recommended Bylaws
- Conflict of Interest Form
- Financial Policies and Procedures
- Check Request Form
- Application for AASC Directors & Officers Insurance Rider
- Chapter Officer Job Descriptions
- Chapter Chair's Manual

### *Affiliation Agreement*

Once approved by the AASC Board, two representatives of the petitioners will sign an AASC Chapter Affiliation Agreement. See Addendum 2. This document has been thoroughly reviewed by the AASC attorney and is intended to protect the national and chapter organizations, as well as define our relationship to each other and lay some ground rules for fulfilling our roles. At this point, there should be no surprises and it will just be a matter of signing the documents.

### *Bylaws*

Distribute the model bylaws (see Addendum 3) to the petitioners and schedule a conference call to discuss any suggested changes. Remember that changes must be approved by the AASC Board. An AASC staff member will assist you by setting up the conference call, taking minutes from your conference call meeting, and will act as the liaison to the AASC Board for approval. During this conference call, you can discuss the agenda, timing and location of your first membership meeting.

### *Convene the Members*

Your next step will be to convene your membership. AASC staff will assist you in notifying your members of the time and place of the meeting. At this meeting you will have three primary orders of business.

- Make a presentation on the benefits of becoming a State Chapter (AASC provided)
- Elect Officers
- Adopt Bylaws

Other business might include seeking volunteers for committee work, setting a time and place for the next meeting, and time for socializing among the members.

We recommend 5-7 members on the Chapter Board. The officer positions include:

- Chair
- Vice Chair
- Treasurer
- Secretary

The four individuals who fill these positions will be the Executive Committee. Additional Board members may be referred to as Directors at Large.

We recommend that you elect your first slate of officers and Board members from the group of petitioners since they have already demonstrated a high level of interest in forming a state chapter. Officers and Board members are required to sign a Conflict of Interest Disclaimer (Addendum 4). Additionally, the Chapter will be required to purchase Directors & Officers Insurance on an annual basis.

### *Incorporation*

Your next step will be to complete and file incorporation documents with your state commerce agency.

You will be required to list a registered or statutory agent. A registered agent is a person or entity, designated in the articles of incorporation, who can accept legal documents and notifications from a state office on behalf of a corporate entity. All corporations and Limited-Liability Companies (LLCs) must choose a person or entity to act as their registered agent. There are few restrictions regarding who can be a registered agent other than that the person or entity must be located and available at a physical street address within the state during normal business hours. It is important that you select a reliable company when choosing your registered agent.

Keep in mind that there may be a fee associated with your incorporation filing. And each time you make a change to your filing documents, you may incur additional fees. For this reason, we suggest you not name an individual member as your registered agent. There are companies that will provide this service for a fee. Contact AASC staff for suggestions of companies who provide this service in your state if necessary.

Once you have received notice that you are incorporated in your state, please send copies of all documents to AASC Headquarters, to the attention of the Director of Membership and Chapter Relations. At that time, Directors and Officers Insurance will be purchased for you by AASC Headquarters staff.

### *Seed Funding*

AASC headquarters will provide each Chapter that is approved by the AASC Board with up to \$500 in start up funds to cover such first-year expenses as filing for incorporation, retaining a registered agent, purchasing Directors & Officers Insurance.

These start-up monies will be held at AASC headquarters and can be accessed by submitting appropriate documentation (Addendum 5) to AASC staff.

## *Dues Allocations*

\$10 for every AASC member in the chapter state will be allocated as chapter dues. First year dues will be paid based on the member count as of July 1. Dues for members who join after that date will be paid to the chapter on a quarterly basis. After the first year, dues allocations will be calculated on a quarterly basis according to member expiration dates and paid to chapter within 30 days of the close of the quarter.

## *Financial Guidelines*

You must establish a fiscal year of July 1-June 30. It is suggested that after you open a bank account with your dues allocations, that the officers develop an annual budget on how the funds will be established. You will need to submit this budget to AASC headquarters within 30 days of the end of the fiscal year along with a year-end financial statement. A sample financial statement is included in the Chapter Chair's Manual.

Below are the recommended guidelines for assuring fiscal responsibility. As soon as is feasible, you should set up a bank account for the chapter.

### **1. Bank Account Disbursement Authority**

- 1.1 A maximum of three authorized signatures will be placed on the \_\_\_\_\_ Chapter bank account. Those signatures are to be of the Chapter Chair, Vice Chair and Treasurer.
- 1.2 Under no circumstances will an individual sign any chapter check that is payable to him/herself or to a company from which that individual receives compensation.
- 1.3 Two authorized signatures are required on all \_\_\_\_\_ Chapter checks in excess of \$500.

### **2. Bank Statement Reconciliation**

- 2.1 An audit committee who is approved by the Board of Directors, and whom are not a designated signor on any \_\_\_\_\_ Chapter financial accounts shall be required to audit all bank statements on a bi-annual basis. One audit must be conducted in June before new fiscal year begins.
- 2.2 The treasurer will be responsible for review and reconciliation of the financial records each month and present to the Board of Directors a quarterly report.
- 2.3 The Board of Directors will review and approve the treasurer's report at each board meeting.

### **3. Expenditure of Funds**

- 3.1 All expenses must be part of the approved \_\_\_\_\_ Chapter annual operating budget.

3.2 An invoice or receipt must be produced to receive reimbursement from the treasurer for all approved expenses.

3.3 No elected officer of the Chapter shall be entitled to any salary, compensation or reimbursement of travel expenses.

#### **4. Collection of Revenues and Fees**

4.1 Any Chapter sponsored event that generates revenue must be coordinated through the Board of Directors.

4.2 The Chapter treasurer or approved bank designee shall deposit all fees into the appropriate \_\_\_\_\_ Chapter bank account. A deposit slip should be sent to the treasurer.

#### **5. Sponsorship & In-Kind Donations**

5.1 A record of sponsorship & in-kind donations shall be recorded in the minutes of chapter meetings.

#### *Required Committees*

You are required to form the following committees. We recommend that the suggested Chapter Board member (in parentheses) serve as chair of the committee. Populating the committee with volunteers is at the discretion of the committee chair, but we recommend that an additional 2-4 members be solicited. The Chapter Chair's Manual will have complete details on the purpose and structure of these committees.

Executive Committee (Chair)

Nominating (Past Chair)

Finance (Treasurer)

Public Policy (Vice Chair)

#### *Recommended Committees*

We recommend forming one or both of the following committees. 1) The Membership Committee might be charged with such tasks as planning the quarterly membership meetings, recruitment activities, fundraisers. 2) The Professional Development committee might be formed only in those years when the chapter is planning a multi-day program. Or they may be charged with developing a speaker's bureau for future membership meetings.

Other ad-hoc committees can be formed as needed, and disbanded when their task is complete.

**ADDENDUM 1**

**PETITION TO FORM AN AASC CHAPTER**

Name of State \_\_\_\_\_ Name of Existing Organization \_\_\_\_\_  
 (if applicable)

We, the undersigned, who are members in good standing of AASC, hereby petition the AASC Board of Directors for approval to form a state chapter of AASC in the above referenced state.

Signature of Petitioner	Member Number	Printed Name
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**\*\*25 PETITIONERS ARE REQUIRED FOR CHAPTER FORMATION\*\***

The following individual is serving as the Lead Organizer of the Chapter.

Name: \_\_\_\_\_ Member #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Approved** \_\_\_\_\_  
 AASC President Signature

Date \_\_\_\_\_ AASC Board Chair Signature

**ADDENDUM 2**

## AASC CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between American Association of Service Coordinators ("AASC"), an Ohio nonprofit corporation, with its principal place of business at 521 Village Park Drive, Powell, OH 43065 and \_\_\_\_\_ ("CHAPTER"), a \_\_\_\_\_ nonprofit corporation, with its principal place of business at \_\_\_\_\_.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

I. Grant of Charter to CHAPTER.

A. Charter. AASC hereby grants to CHAPTER a non-exclusive charter to be a chapter of AASC. In accordance therewith, CHAPTER is authorized to use the name " American Association of Service Coordinators", acronym "AASC" , and logo of AASC in or in connection with CHAPTER's name, acronym and logo, with the authority to use such marks in connection with CHAPTER's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by AASC.

B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by AASC or surrendered by CHAPTER, pursuant to the terms of this Agreement for revocation and surrender. Upon any termination of this Agreement, in addition to any and all other remedies available to either party as a matter of law or under the terms of this Agreement all use of the AASC name and logos by CHAPTER shall immediately cease, all collection of CHAPTER dues by AASC shall immediately cease, and any and all written AASC materials, manuals, products, or other AASC items shall be immediately returned to AASC, In the event that AASC designates another organization to be the designated CHAPTER for the State, (a)CHAPTER agrees that it will not hinder or interfere in any way with the establishment and operation of, enrollment of the Members in, and collection of all AASC dues by, the new designated CHAPTER, and (b) AASC agrees that is will not hinder future activity of CHAPTER which does not violate this Agreement or otherwise improperly infringe upon the activities of AASC.

C. Territory. CHAPTER shall represent AASC as AASC's affiliate in \_\_\_\_\_ (the "Territory"), pursuant to and in accordance with AASC's mission and purposes as set forth in AASC's Articles of Incorporation and Bylaws or as otherwise established by AASC's Board of Directors. CHAPTER acknowledges that this designation is non-exclusive in the Territory and that AASC may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.

D. Authorized Activities. AASC specifically authorizes CHAPTER to conduct the following activities within the Territory: recruit new members for CHAPTER and AASC, hold CHAPTER membership meetings, conduct professional development activities for CHAPTER members, hold networking events for CHAPTER members, and such other activities as may be consistent with the mission and purposes of AASC and in which AASC may from time to time authorize CHAPTER to engage.

## II. Membership.

Ninety (90) percent of the members of CHAPTER also must be members of AASC. The terms and conditions of membership in AASC shall be determined exclusively by AASC. The terms and conditions of membership in CHAPTER shall be determined exclusively by CHAPTER, and shall be set forth in CHAPTER's Bylaws. All CHAPTER and AASC membership dues shall be collected directly from members by AASC. AASC shall thereafter remit CHAPTER dues to CHAPTER.

## III. Obligations of AASC.

AASC's obligations under this Agreement shall include:

- A. Provide up to \$500 to each approved chapter for start-up expenses.
- B. Include state chapters in a group exemption letter to the IRS
- C. Collect annual dues and allocate \$10 of dues paid by all AASC members in a given state to the State Chapter as Chapter Dues.
- D. Provide up to 3 pages on the AASC website.
- E. Provide chapter membership rosters on a bi-annual basis, including current, new and recently expired member data.
- F. Provide membership marketing materials in reasonable quantities depending on the intended use.
- G. Provide AASC letterhead stationary and envelopes for approved membership mailings.

## IV. Obligations of CHAPTER.

CHAPTER's obligations under this Agreement shall include:

- A. Corporate and Tax Status. CHAPTER warrants that it is incorporated as a nonprofit corporation in good standing, that it shall remain in good standing, and is and shall remain exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code.
- B. Articles of Incorporation, Bylaws and Other Requirements. As a condition of receipt of its charter as a chapter of AASC, CHAPTER heretofore provided to AASC, and AASC provided its approval to, the ARTICLES OF INCORPORATION and BYLAWS of CHAPTER. Such CHAPTER Bylaws are, and shall remain, consistent in all material respects with the Model Bylaws attached hereto as Exhibit A and incorporated by reference herein. Any amendments to CHAPTER's Articles of Incorporation or Bylaws must first be submitted to, and approved by, AASC. CHAPTER shall have as its purposes those set

forth in the Model Bylaws attached hereto, shall conduct its activities at all times in strict accordance with such Bylaws, and shall comply at all times with all of the requirements set forth in AASC's Bylaws and all other chapter-related policies, procedures, handbooks, or other written guidance heretofore or hereafter promulgated by AASC (all of which are incorporated by reference herein).

C. Compliance with Laws. CHAPTER warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards. Further, CHAPTER warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, CHAPTER warrants that it shall make all required filings, such as annual corporate reports and tax filings, which may affect its corporate or tax status.

D. Recordkeeping, Reporting and Inspection. CHAPTER shall maintain all records related to its corporate and tax-exempt status and shall forward to AASC copies of its Articles of Incorporation, Bylaws as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State or corresponding agency). CHAPTER shall maintain reasonable records related to all of its programs, activities and operations. CHAPTER shall submit regular written reports, no less than once per year, to AASC summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon the written request of AASC and at AASC's expense, CHAPTER shall permit AASC or AASC's designated agent to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, CHAPTER shall send to AASC copies of such records.

E. Programs and Activities. CHAPTER shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of AASC, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. CHAPTER shall endeavor to use, to the extent possible, materials and staff resources available through AASC in support of such programs and activities. CHAPTER shall seek AASC's written approval before partnering, sponsoring or conducting programs and activities with any other organization. CHAPTER shall send to AASC on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that CHAPTER intends to sponsor or conduct. AASC may, at its sole discretion, send representatives to observe such programs and activities.

F. Government Affairs Efforts. CHAPTER shall endeavor to conduct government affairs efforts within the Territory consistent with the purposes and objectives of AASC. In performing this function, CHAPTER shall work with AASC in order to ensure national consistency in these efforts.

G. Other Obligations:

1. Purchase at CHAPTER expense Directors & Officers insurance from AASC approved provider.
2. Establish a fiscal year of July 1 – June 30 in conjunction with AASC.
3. Maintain a chapter membership that is comprised of not less than 90% AASC members.

4. Hold at least four membership meetings a year. These meetings should contribute to the professional development of the members and be located throughout the state.
5. Conduct at least one professional development program every two years if chapter membership exceeds 100.
6. Submit the following documentation annually to AASC headquarters:
  - a. Officer roster, including complete contact information
  - b. Signed Conflict of Interest statements from all officers;
  - c. Year-end financial statement
  - d. Coming year annual budget
  - e. Documentation required by IRS for Group ruling status
  - f. Board meeting calendar, including dates, times and locations;
  - g. Membership meeting calendar, including dates, times, locations and key contact information for each event.

V. Intellectual Property and Confidential Information.

A. Limited License. In accordance with AASC's non-exclusive grant to CHAPTER to be a chapter of AASC in the Territory, CHAPTER is hereby granted a limited, revocable, non-exclusive license to use (i) the name "American Association of Service Coordinators," acronym "AASC", logo of AASC, and other AASC trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"), (ii) AASC's membership mailing, telephone, telecopier, and electronic mail lists with respect to past, current or prospective members of AASC located within the Territory (hereinafter collectively referred to as the "Mailing List"), and (iii) all copyrighted or proprietary information and materials provided by AASC to CHAPTER during the Term of this Agreement (hereinafter referred to as the "Proprietary Information")(the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with CHAPTER's name, acronym and logo and for other official CHAPTER-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by AASC.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of AASC. The Intellectual Property may be used by CHAPTER of AASC if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by CHAPTER to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by AASC. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of CHAPTER by AASC. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by AASC in its sole discretion.

2. AASC's logo may not be revised or altered in any way, and must be displayed in the same form as produced by AASC. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of AASC.

3. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. CHAPTER shall not permit any third party to use the Intellectual Property without AASC's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without AASC's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of AASC, discredits AASC or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between AASC and CHAPTER, including but not limited to the fact that CHAPTER is a separate and distinct legal entity from AASC.

4. CHAPTER shall maintain the confidentiality of the Mailing List and shall not sell, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of AASC.

5. In any authorized use by CHAPTER of the Intellectual Property, CHAPTER shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Territory, and any other guidelines that AASC may prescribe.

6. AASC shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. AASC reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that CHAPTER's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.

7. Use of the Intellectual Property shall create no rights for CHAPTER in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by CHAPTER shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CHAPTER's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

B. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

VI. Relationship of Parties.

The relationship of AASC and CHAPTER to each other is that of independent contractors. Nothing herein shall create any AASC, joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that CHAPTER is an agent of AASC.

## VII. Indemnification.

CHAPTER shall indemnify, save and hold harmless AASC, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, , attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by CHAPTER or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by CHAPTER in this Agreement. This indemnity shall require CHAPTER to provide payment to AASC of costs and expenses as they occur. CHAPTER shall promptly notify AASC upon receipt of any Claim and shall grant to AASC the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

## VIII. Revocation or Surrender of Charter.

A. Revocation of Charter. The charter granted by AASC to CHAPTER hereunder shall remain in full force and effect unless and until revoked by AASC or surrendered by CHAPTER in accordance with the provisions of this Agreement. AASC, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement. Any decision by AASC to revoke CHAPTER's charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the revocation is based; provided, however, that AASC shall provide CHAPTER with sixty (60) days from the date of such notice to cure any alleged breach of this Agreement. In the event that AASC determines, in its sole discretion, that CHAPTER has not corrected the condition leading to AASC's decision to revoke CHAPTER's charter, AASC shall so notify CHAPTER in writing. AASC's decision shall become final unless, within thirty (30) days of its receipt of written notice from AASC, CHAPTER delivers to AASC a written notice to appeal such determination. Upon the filing of such an appeal notice, CHAPTER shall have the opportunity to present its case, by written communication or in person, to the Board of Directors of AASC pursuant to the applicable rules or procedures prescribed by AASC's Board of Directors. The decision of AASC's Board of Directors upon such appeal shall be final and not subject to further appeal.

B. Surrender of Charter. CHAPTER may surrender its charter by delivering to AASC written notice of its intention to do so no less than sixty (60) days prior to the effective date of such surrender.

## IX. Miscellaneous.

A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior

agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

D. Mediation. In the event of an alleged breach of this Agreement or an action specified in Section 5.7, both parties agree that a mediation committee can be established at the request of either AASC or the CHAPTER in order to hear substantial disputes in interpretation or implementation of this Agreement.

E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Ohio. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Ohio. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of Ohio.

F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by telecopier, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or telecopier numbers:

If to AASC:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn.: \_\_\_\_\_, \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

If to CHAPTER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn.: \_\_\_\_\_, \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

[Name of AASC]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Name of Chapter]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADDENDUM 3**

**AMERICAN ASSOCIATION OF SERVICE COORDINATORS  
\_\_\_\_\_ CHAPTER  
BYLAWS**

**ARTICLE I – NAME**

The name of this nonprofit professional organization shall be \_\_\_\_\_ Chapter of the American Association of Service Coordinators.

**ARTICLE II – MISSION & OBJECTIVE**

In accordance with the objectives of the American Association of Service Coordinators, the mission of this chapter shall be to advance the profession of service coordination and provide guidance to members in the creation and maintenance of service-enhanced housing to families, the elderly and persons with disabilities through leadership, education, training, networking, advocacy and other services.

**ARTICLE III – MEMBERSHIP**

Section 1. **Eligibility.** To be eligible for membership in the \_\_\_\_\_ Chapter, a person must be a member in good standing of AASC within one year of joining the Chapter. Any such member of AASC is eligible for membership in the \_\_\_\_\_ Chapter.

Section 2. **Admission to Membership.** Admission to membership in AASC shall be governed by AASC’s Bylaws. Any person admitted to membership in AASC shall become a member of the chapter.

Section 3. **Termination of Chapter Membership.** Any Member who for any reason ceases to be a member of AASC or is dropped from AASC’s membership for non-payment of dues shall cease to be a member of the Chapter and will be dropped from the Chapter roster.

**ARTICLE IV – DUES**

Section 1. **Dues.** Fees, dues, delinquency, cancellations and refunds shall be as defined in the current AASC Bylaws and Membership Policies.

Section 2. **Fiscal Year.** The fiscal year of the Chapter shall be the same as AASC’s fiscal year (currently July 1 – June 30).

**ARTICLE V – EXECUTIVE OFFICERS**

Section 1. **Chapter Officers.** The elected Officers of the Chapter shall be Chair, Vice Chair, Secretary, and Treasurer.

Section 2. **Eligibility.** Any member of AASC and the Chapter, in good standing, is eligible for nomination and election to any elective office.

Section 3. **Nomination and Election.** The Immediate Past Chair shall serve as the Chair of the Nominating Committee and shall appoint committee members. The slate will be sent out to membership for election. Election activities shall be completed by \_\_\_\_\_ of each year.

Section 4. **Re-Election.** Elected officers may be re-elected once to the same office.

Section 5. **Term of Office.** Each elected officer shall take office \_\_\_\_\_ and shall serve for a term of \_\_\_\_\_ years or until his/her successor is duly elected and installed.

Section 6. **Vacancies/Removal.** Vacancies in office due to death, resignation or other causes shall be filled for the balance of the term by appointment of the President with a majority vote of the Board of Directors at any regular or special meeting. The Board of Directors, at its discretion, may remove any Officer/Board member by a two-thirds vote of all members of the Board.

Section 7. **Compensation and Reimbursement.** No elected officer of the Chapter shall be entitled to any salary or compensation. Expenses associated with the performance of their duties may be reimbursed according to the financial policies of the Chapter.

#### **ARTICLE VI – DUTIES OF OFFICERS**

Section 1. **President.** The President shall serve as chair of the Executive Board. The President should also serve as a member, ex officio, with right to vote on all committees except the nominating committee. The President shall communicate to the members such matters and make suggestions that will promote the welfare and increase the usefulness of the Chapter.

Section 2. **Vice President.** In absence or disability of the President, the VP shall exercise the powers and perform the duties of the President. He/she shall assist the President and perform other designated duties.

Section 3. **Secretary.** The Secretary shall keep records of all meetings of the Chapter and of the Board of Directors. He/she shall oversee sending notices of all meetings and copies of such minutes to the AASC headquarters. The Secretary shall maintain the membership list and attendance at meetings.

Section 4. **Treasurer.** The Treasurer shall be in charge of the Chapter's funds and financial records. The Treasurer shall be responsible for collecting all funds and/or assessments, establishing proper accounting procedures for handling of funds, keeping of funds in such banks, trust companies and/or investment as are approved by the Board of Directors. He/she shall prepare the Chapter's budget, make regular fiscal reports to the Board of Directors, provide an annual statement and file Chapter taxes to AASC, the Internal Revenue Service and state agencies as required.

#### **ARTICLE VI – CHAPTER MEETINGS**

Section 1. **Annual Meeting.** There shall be an annual meeting where officers are elected.

Section 2. **Regular Meetings.** There should be regular membership meetings held at least four times per year and minutes from these meetings must be sent to the AASC office.

Section 3. **Notice of Meetings.** Notice of meetings shall be sent to members in an appropriate amount of time and must be posted on the Chapter website. Notice must also be sent to the AASC office.

Section 4. **Quorum.** A majority of the members of the Chapter shall constitute a quorum at any member meeting of the Chapter.

## **ARTICLE X – AMENDMENTS**

These bylaws may be amended by two-thirds vote of the members present at any meeting at which a quorum is present, provided such proposed amendment has been approved by the Chapter's Board of Directors and at least 30 days' notice has been given to all members of proposed amendment(s). Amendments must be in accordance with AASC's bylaws and are effective only after AASC's national Board of Directors has approved the amendment(s).

## **ARTICLE XI – DISSOLUTION**

Upon dissolution of the Chapter, its undisbursed funds, other assets and records shall be transferred to AASC, in accordance with the laws of the state in which the Chapter is incorporated. A Chapter may be forced into dissolution by the AASC for any of the following reasons:

- Failure to conform to annual reporting requirements
- Failure to convene at least one time annually
- Failure to fill officer positions within 6 months of scheduled elections
- Failure to hold at least one professional development program in 5 years
- Failure to maintain a minimum proportion of 90% AASC members in its Chapter membership roster

#### **ADDENDUM 4**

##### ***American Association of Service Coordinators Conflict-of-Interest Policy***

Board members and staff have an obligation to conduct business within guidelines that prohibit **actual potential or perceived** conflicts of interest. This policy establishes only the framework within which the *American Association of Service Coordinators (AASC)* wishes its business to operate. The purpose of these guidelines is to provide general direction so that directors can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual, potential, or perceived conflict of interest occurs when a Director or a staff member is in a position to influence a decision that may result in a personal gain for the Director, staff or for a relative as a result of AASC's business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the trustee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if a Director or staff has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she discloses to an officer of the organization as soon as possible the existence of any actual, potential, or perceived conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where a Director, staff or relative has a significant ownership in a firm with which AASC does business, but also when a Director, staff or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction of business dealings involving AASC.

The materials, products, designs, logo, plans, ideas, and data of AASC are the property of AASC, and should never be given to an outside firm or individual except through normal channels with appropriate legal consult and authorization. Any improper transfer of material or disclosure of information, including financial status, even though it is not apparent that a Director or staff has personally gained by such action, constitutes unacceptable conduct. Any Director or staff who participates in such a practice shall be subject to disciplinary action, up to and including removal from the board or, as an employee, dismissal.

**American Association of Service Coordinators**  
**Conflict of Interest Disclosure Statement**

Preliminary note: In order to be more comprehensive this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. For purposes herein, these persons are termed "affiliated persons" and include the following:

- a. any immediate family member,
- b. any corporation or organization of which you are an officer or a partner or are, directly or indirectly, the beneficial owner of 10 percent or more of any class or equity securities, or
- c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME (please print) \_\_\_\_\_

2. CAPACITY:        \_\_\_\_\_board of directors  
                          \_\_\_\_\_executive committee  
                          \_\_\_\_\_chapter officer  
                          \_\_\_\_\_committee member  
                          \_\_\_\_\_other, specify:\_\_\_\_\_

3. Have you or any of your affiliated persons provided services or property to AASC in the past year?

      \_\_\_\_\_YES                    \_\_\_\_\_NO

If yes, please describe the nature of the services or property:

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4. Have you or any of your affiliated persons purchased services or property from AASC in the past year?

      \_\_\_\_\_YES                    \_\_\_\_\_NO

If yes, please describe the purchased services or property:

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5. Please indicate whether you or any of your affiliated persons had, have, or will have any direct or indirect interest in any business transaction(s) in the past year to which AASC was or is a party?

      \_\_\_\_\_YES                    \_\_\_\_\_NO

If yes, describe the transaction(s):

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6. Were you or any of your affiliated persons indebted to pay money to AASC at any time in the past year (other than travel advances or the like)?

\_\_\_\_ YES                      \_\_\_\_ NO

If yes, please describe the indebtedness:

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7. In the past year, did you or any of your affiliated persons receive, or are entitled to receive, directly or indirectly, any personal benefits from, or as a result of your relationship with, AASC, that in the aggregate could be valued in excess of \$1,000 that were not or will not be compensation directly related to your duties to AASC?

\_\_\_\_ YES                      \_\_\_\_ NO

If yes, please describe the benefit:

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8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving AASC?

\_\_\_\_ YES                      \_\_\_\_ NO

If yes, please describe the proceeding(s):

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9. Are you aware of any other events, transactions, arrangements or other situations that you believe should be examined by AASC's board or the executive committee in accordance with the terms and intent of AASC's conflict of interest policy?

\_\_\_\_ YES                      \_\_\_\_ NO

If yes, please describe the situation(s):

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I HEREBY CONFIRM that I have read and understand AASC's conflict of interest policy and that my responses to the above questions are complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ADDENDUM 5**

**Chapter Check Request Form**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Requestors: \_\_\_\_\_  
 Chapter Chair \_\_\_\_\_  
 Chapter Treasurer \_\_\_\_\_

Payable To: \_\_\_\_\_ Chapter

Address: \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

The following documents are provided as annual Chapter Documentation.  
 (Dues will not be released to chapter unless all documents are attached.)

Officer Roster	Conflict of Interest Disclosure Statements
Year End Financial Statement	Annual Budget
Audit Committee Report	IRS Form I-990
Board Meeting Calendar	Membership Meeting Calendar
Revised Bylaws (if applicable)	Other

**AASC Headquarters Use Only**

Date Received \_\_\_\_\_  Start Up  Dues

Date Reviewed \_\_\_\_\_

Reviewer \_\_\_\_\_

Approved  Denied Reason \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date Check Sent \_\_\_\_\_ Check Number \_\_\_\_\_