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## NAALJ Affiliates with the National Center for the State Courts: Agreement

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# NAALJ AFFILIATES WITH THE NATIONAL CENTER FOR STATE COURTS AGREEMENT

THIS AGREEMENT is made between the National Association of Administrative Law Judges (a membership organization hereinafter referred to as "NAALJ") and the National Center for State Courts (a non-profit corporation existing under the laws of the District of Columbia hereinafter referred to as the "Center") effective the 1st day of January, 1987.

WHEREAS, NAALJ desires to retain the services of the Center to provide administrative and support services in the furtherance of the work of NAALJ as more specifically set forth below; and

WHEREAS, the Center is desirous and capable of providing the requested services as are more fully described elsewhere in this Agreement;

NOW, THEREFORE, the parties do hereto agree as follows:

I. Term. The work under this Agreement shall commence on January 1, 1987, and shall continue through December 31, 1988, unless sooner terminated or extended according to the terms and conditions of this Agreement.

II. Services to be Performed by the Center. The Center shall perform the following services to NAALJ during the term of this Agreement:

A. Membership Services. The Center shall enter and maintain the membership files and records of NAALJ on the Center's Computer; prepare up to two sets of mailing labels (cheshire or adhesive) per month; prepare a revised membership roster, organize either by membership category or by state/zip code once monthly; and process all additions, changes, and deletions to the membership files on a regular and recurring basis throughout the year. In addition, the Center shall bill each member for renewal dues prior to the expiration of each membership. Reminder notices will be sent to members who have not paid three months after the initial invoices. Members who have not paid renewal dues by the end of the annual membership meeting will be dropped from the active membership roster, at the direction of the Board.

The NAALJ membership list will be treated as confidential and will not be made available to members or to others unless appropriate authorization is received from NAALJ.

B. Annual Corporate Reports. The annual corporate reports that are required for each state in which NAALJ is registered to do business shall be prepared and filed by the Center after obtaining required signatures of NAALJ officers. Such reports shall be filed on a timely basis.

C. Fiscal Administration Services. The Center shall provide fiscal administration services in accordance with procedures outlined in Appendix A to this Agreement which is incorporated herein.

D. Accounting and Reporting. The Center staff shall maintain complete financial records of NAALJ in accordance with generally accepted accounting principles. Regular monthly financial statements shall be prepared including a Balance Sheet and a Statement of Revenues and Expenses. These reports will be transmitted to the officers and directors of NAALJ. In addition, any financial reports to government agencies that are required shall also be prepared and filed by the Center after obtaining signature(s) of appropriate NAALJ officers.

E. Investment of Idle Funds. At the direction of NAALJ, the Center will purchase short-term securities and other interest-bearing securities and administer them during their term for the benefit of NAALJ. The amount, type of investment, and administration plan shall be determined by the NAALJ.

III. Fees, Billing and Payment. In consideration of services rendered hereunder by the Center, the NAALJ shall pay the sum of \$3,000 over the term of this Agreement as follows:

January 1, 1987 and 1988	\$375.00
April 1, 1987 and 1988	\$375.00
July 1, 1987 and 1988	\$375.00
October 1, 1997 and 1988	\$375.00

These fees apply to all personnel services rendered by the Center for NAALJ under this Agreement. In addition, the Center shall be entitled to reimbursement for all incidental expenses such as photocopying, postage, NAALJ

envelopes, NAALJ stationery, additional labels, the costs of printing NAALJ brochures and forms, and the costs of NCSC staff travel to all NAALJ meetings requiring staff support as established by the NAALJ Executive Committee.

IV. Independent Contractor Status. The Center's status for performing the services described herein shall be as an independent contractor, not as an agent or employee of NAALJ. Any and all claims that may arise under the Worker's Compensation Act of Virginia on behalf of Center employees engaged in these services, and any and all claims made by a third party as a consequence of any act or omission on the part of the Center's employees while so engaged, shall be the sole obligation and responsibility of the Center.

V. Nondiscrimination in Employment. During the performance of this Agreement, the Center agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin.

VI. Contingencies. In the event that, due to circumstances beyond the control and without the fault or negligence of either party to this contract, that party fails to perform on a timely basis a particular undertaking under this Agreement, such failure shall not constitute a default in performance.

VII. Termination by NAALJ. If, for any cause other than the causes specified in Paragraph VI of this Agreement, the Center shall fail to fulfill its obligations under this agreement in a timely and proper manner as required by this Agreement, or if the Center shall violate any of the covenants, agreements, or stipulations of this Agreement, NAALJ shall notify the Center in writing of such deficiencies. If the Center has not remedied the deficiencies within a reasonable time, NAALJ shall thereupon have the right to terminate this Agreement by giving written notice to the Center of such termination effective 90 days following receipt of same. The Center shall be entitled to receive equitable compensation for any satisfactory work completed prior to the effective date of such termination.

VIII. Termination by the Center. If, for any cause other than the causes specified in Paragraph VI of this Agreement, NAALJ shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if NAALJ shall otherwise violate any of the covenants, agreements, or stipulations of this Agreement, the Center shall notify

NAALJ in writing of such deficiencies. If NAALJ has not remedied the deficiencies within a reasonable time, the Center shall thereupon have the right to terminate this Agreement by giving written notice to NAALJ of such termination, effective 90 days following receipt of same.

IX. Renewal. The Officers of NAALJ shall begin negotiations for the renewal of this Agreement in sufficient time to present the negotiated agreement at their Fall 1988 meeting. Should NAALJ or the Center decide not to renew this Agreement, written notice will be given promptly to the other party. The terms of this Agreement, however, will continue for 90 days from receipt of such notice and the Center shall be entitled to equitable compensation for work completed during the portion of that 90 days from receipt of such notice and the Center shall be entitled to equitable compensation for work completed during the portion of that 90 days which extends beyond the original period of this Agreement.

X. Modification. This Agreement constitutes the final, integrated expression of the agreement of the Center and NAALJ. No amendments or changes may be made to the terms and conditions of this Agreement or the scope of work or services, without the mutual, written consent of the parties hereto.

XI. Governing Law. The laws of the State of Virginia shall govern the validity, construction, interpretation, and effect of this Agreement.

XII. Representatives of Contracting Parties. For purposes of Articles VII, VIII, and X of this Agreement, the following shall be the persons authorized to represent the parties to this Agreement:

(a) Representing NAALJ: Margaret Giovannello or her successor in the office of President of NAALJ.

(b) Representing the Center: Keith L. Bumsted,  
Director, Administrative and Technical Services.

NATIONAL CENTER FOR STATE  
COURTS

NATIONAL ASSOCIATION FOR  
ADMINISTRATIVE LAW JUDGES

/s/ Keith L. Bumsted  
Director, Administrative and  
Technical Services

/s/ Margaret Giovanniello  
President

1/20/87  
Date

2/7/87  
Date

# APPENDIX A

## 1. OUTLINE OF FISCAL ADMINISTRATION SYSTEM

### I. Bank Account

- National Center for State Courts (NCSC) will establish and maintain a bank account for National Association of Administrative Law Judges (NAALJ).
- NCSC will prepare monthly bank reconciliations, a copy of which will be sent to NAALJ treasurer.
- Authorized signatures on bank account will include:
  - 1) Keith L. Bumsted, Director, Administrative and Technical Services, NCSC (Primary)
  - 2) Barbara J. Corcoran, Controller, NCSC (Backup)
  - 3) John R. Milligan, Chief Accountant, NCSC (Backup)
  - 4) Current Treasurer, NAALJ
  - 5) Current President, NAALJ

### II. Revenue

- NCSC will promptly deposit all dues and other revenues in the NAALJ bank account.
- NCSC will maintain accurate records as to the amount and source of all funds received.
- NCSC maintains copies of all cash receipts on file by cash receipt number.

### III. Accounts Payable

- NAALJ Treasurer will prepare accounts payable vouchers, attach appropriate support documents (original invoices, cash register receipts, etc.), sign the authorization statement at bottom of form, retain the pink copy, and send the white and yellow copies and the support to NCSC for processing.

- NCSC will process and pay approved accounts payable vouchers on a weekly basis. (Vouchers received by noon on Monday will be paid by the following Friday unless either day is a holiday). If there is an emergency situation requiring immediate payment, arrangements may be made by telephone for a handwritten check that day.
- NCSC employs an automated checking account system. Accounts payable data is entered in the computer, the computer writes the check and records the data in NAALJ's general ledger. Accurate records shall be maintained concerning all expenses that are paid with NAALJ funds.
- When check is issued by NCSC, the yellow copy of the accounts payable voucher would be stamped "PAID" and sent back to NAALJ treasurer.
- Payments will only be made upon prior authorization of the NAALJ's Treasurer or other authorized officer.

#### IV. Membership List Maintenance

- In addition to the data files which will be maintained on NCSC's computer as described previously, NAALJ's general ledger will contain information on all paid members for the current calendar year. Special programs are available that sort this data in the following ways: alphabetically, by new or renewed members, or by type of member (active, associate, etc.). An alphabetical listing of this data will be provided each month.

#### V. Financial Statements and Budget Reports

- NCSC will prepare monthly financial statements and budget reports and send them along with a copy of the general ledger to NAALJ treasurer within 30 days of each month end. The general ledger shows detail information for all of the current month activities.

#### VI. Information Returns

- NCSC will prepare all required annual federal and state information returns.