

# Amendment to Contract for Management Services

This Amendment to Contract for Management Services (“Amendment”) is dated effective as of July 1, 2023 (the "Effective Date") by and between Association Services Group, LLC, a Georgia limited liability company (“ASG”), and Achievement Rewards for College Scientists Foundation, Inc., a California nonprofit corporation (“ARCS”). ASG and ARCS are herein collectively referred to as “Parties” and each of the Parties is herein referred to as a “Party.”

The Parties have previously entered into a Contract for Management Services on July 1, 2022 (the "Agreement"), a copy of which is attached to this Amendment.

The Parties now seek to amend the Agreement and, each acknowledging receipt of good and valuable consideration, now agree as follows:

1. Additional Compensation.

- a. Section 6. Paragraph A (i) of the Agreement is hereby amended in its entirety to read as follows:

“(i) ASG shall perform the services described in the amended 'Scope of Work', outlined in Paragraph 2 below and in ATTACHMENT B as modified by Paragraph 2 below in a timely and professional manner. In consideration for such performance by ASG, ARCS shall pay to ASG a monthly fee of \$10,702 during the remaining term of the Agreement commencing on the Effective Date and continuing until June 30, 2024.”

- b. The first sentence of Section 6, Paragraph A (ii) is amended in its entirety to read as follows:

“The monthly fee for the remaining term of this Agreement is based on ASG's estimate of 2,625 hours of service annually.”

2. Amendment to Scope of Work, Attachment B to the Agreement. The sixth bullet of Paragraph 6 of Attachment B is amended in its entirety to read as follows:

- o “As may be requested by the President or her designated representative, assist with the planning of all National Board meetings (three per fiscal year).including the selection of venue and negotiating contract arrangements, set up registration and prepare name tags, coordinate all meals and table seatings, oversee and coordinate all virtual and in person meeting sessions (including, without limitation, collecting all meeting presentation material and developing meeting websites, and overseeing plenary and breakout sessions utilizing Zoom or other electronic video conferencing methods), coordinate meeting arrangements with selected venue, and travel and attend National Board meetings.”

3. No Waiver of Past Non-Performance. The execution and delivery by the Parties of this Amendment shall not relieve either Party of its obligation to perform under the Agreement and shall not operate as a waiver by one Party of the other Party’s failure to perform in strict accordance with any of the terms and provisions of the Agreement. A Party shall continue to have the right to exercise all of its rights, powers and remedies at law or in equity and to enforce the terms of the Agreement against the non-performing Party. In particular, the execution of this Amendment by ARCS shall not excuse, delay or waive the non-performance by ASG under its obligations described in Section 16(H) of the Agreement.

4. Effect of Amendment. Except as expressly modified and amended by this Amendment, the remaining terms and provisions of the Agreement shall remain in full force and effect.

5. Entire Agreement. The Agreement, as expressly modified by this Amendment (“the Amended Agreement”), contains the entire agreement between the Parties, and this Amended Agreement supersedes all prior oral and written communications between the Parties with respect to the subject matter hereof. Any further modification to the Amended Agreement shall be made only in a writing signed by authorized representatives of both Parties.”

Each of the undersigned Parties, acting through its duly authorized representative, represents and warrants that it has the authority to enter into this Amendment and to act on behalf of its respective entity and hereby agrees to the terms set forth herein as of the Effective Date.

Achievement Rewards for College  
Scientists Foundation, Inc.,  
a California nonprofit corporation

Association Services Group, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

# CONTRACT FOR MANAGEMENT SERVICES

This Contract for Management Services (Agreement) will confirm the agreement between Association Services Group LLC, a Georgia limited liability company (ASG), and Achievement Rewards for College Scientists Foundation, Inc., also known as ARCS Foundation, Inc., a California nonprofit public benefit corporation (ARCS), and will be a legal and binding document when signed by all parties. In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

## 1. Purpose and Scope

The purpose of this Agreement is to memorialize the arrangements between the parties whereby ARCS agrees to engage the services of ASG to consult and manage the affairs of ARCS, and ASG agrees to perform certain acts and services as outlined in this Agreement.

This Agreement will be effective as of July 1, 2022 and will continue in effect until June 30, 2024. At any time during the term of this Agreement, either party may terminate this Agreement upon the occurrence of an event outlined in Section 13.

## 2. Independent Contractor

The parties agree that ASG will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, ASG shall be responsible for payment of all of its expenses arising out of the performance of its obligations under the terms of this Agreement, including the payment of all federal, state, and local taxes and all business license fees. ASG shall determine the method, details and means of fulfilling the services described herein below. ARCS may specify only the results desired which shall include timeliness and quality in regard to the specified services.

## 3. Duties and Responsibilities

ASG shall perform the duties and responsibilities for ARCS as outlined in 'ATTACHMENT B-Scope of Work' in accordance with the standard of care, skill and diligence normally provided by professional persons in the performance of similar association management services and ARCS bylaws, rules and regulations. 'ATTACHMENT B- Scope of Work' is incorporated by reference and hereby made a part of this Agreement.

## 4. Place of Work

The parties agree that the management services will be rendered primarily at ASG's office in LaGrange, Georgia. ASG staff will be required to attend membership meetings, committee meetings, conventions and other such ARCS functions as requested by ARCS.

## 5. Time Devoted to Work

The parties agree that in the performance of services by ASG under this Agreement, ASG time and staffing schedule shall be entirely within ASG's control. The exception to this shall be all scheduled Board of Directors, Executive Committee and other ARCS functions at which ASG personnel's prompt and timely attendance is requested by ARCS as part of services rendered.

## 6. Compensation

ARCS shall compensate ASG for services rendered as set forth in the following provisions:

### (A) Monthly Fee

- i. Based on the current 'Scope of Work', outlined in ATTACHMENT B and in consideration of ASG's services, ARCS shall pay to ASG a monthly fee of \$10,129 during the term of the Agreement that begins on July 1, 2022 and continues until June 30, 2024.
- ii. The monthly fee for the term of this Agreement is based on ASG's estimate of 2,500 hours of service annually. At least 60 days prior to the expiration date of this Agreement ASG shall provide to ARCS its estimate of the number of projected hours required to fulfill the 'Scope of Work' as requested by ARCS and any proposed related increase/decrease in the amount of the monthly fee for the next contract term.
- iii. Payment of the monthly fee is due by the 10<sup>th</sup> day of the month for which services are being rendered.

### (B) Operating Expense Reimbursement

Association Services Group's monthly fee includes staff support, office furnishings, office rent, one phone line, equipment, general supplies (i.e. pens, paper, gem clips), use of ASG fax line, and licenses and service fees required to perform the scope of work outlined in ATTACHMENT B. Items not covered in ASG's monthly fee shall include items listed in ATTACHMENT A, which is incorporated herein by reference and hereby made a part of this Agreement. ASG shall invoice ARCS for reimbursement of such operating expenses by the 10th calendar day of the month following ASG's incurring of such expenses, and ARCS shall pay such invoice within 10 days of receipt.

(C) **Performance Reviews**

Prior to July 1 an annual informal review of ASG's performance under this Agreement will be conducted to discuss any areas of concern, deficiency or correction needed. Thereafter, prior to the end of each fiscal year, ARCS representatives will meet with ASG staff for a formal performance review of the previous year and establish goals and objectives for the then next fiscal year.

(D) **Transition Fees**

- i. If ASG is requested by ARCS to transition its responsibilities to another management firm, ASG will be paid the lesser of (a) the monthly fee then in effect, or (b) the direct cost of ASG personnel (including benefits) required for the transition, plus an administrative fee (equal to 25% of the direct ASG personnel costs). ASG will submit a transition fee estimate for approval by ARCS before any future transitional work can be initiated or reimbursed.

(E) **Other Compensation**

Any other services to be provided by ASG not expressly outlined in this Agreement shall be the subject of a mutually-agreed separate agreement or an addendum to this Agreement.

## 7. Other Activities

ASG may engage in any other business with other parties as long as the management services hereunder described are satisfactorily performed under the terms of this Agreement. The right of ASG to engage in other businesses is limited by the following:

- (A) ASG shall not engage in any business that, by being involved, would be in competition with those activities of ARCS.
- (B) ASG shall not represent or endorse in any way, businesses of parties who are engaged in activities which are obviously detrimental to the image or membership of ARCS or its supporters.

## 8. Responsibilities of ARCS Foundation

In its performance of this Agreement, ARCS agrees to:

- (A) Provide necessary direction and guidance to ASG to accomplish its management and coordination responsibilities and results desired by ARCS.
- (B) Pay and reimburse ASG for services rendered as outlined in this Agreement, or in any subsequent amendments.

## 9. Nondisclosure of Confidential Information

During the term of this Agreement or any subsequent term and thereafter, ASG shall not, disclose to any third parties any information of ARCS that is of a confidential nature pertaining to its members, its

scholars, its donors, its business methods, its financial information or other any other matters, the knowledge of which ASG has acquired during the performance of its duties under this Agreement (ARCS Confidential Information), except as (i) expressly permitted in writing by ARCS in advance of such proposed disclosure or (ii) under compulsion of law; provided that if disclosure of ARCS Confidential Information is compelled under law, ASG shall send to ARCS a copy of such a request no later than 48 hours after ASG receives the request and ARCS shall have the right to request ASG to file an objection to such a request at the sole direction and expense of ARCS.

## 10. Intellectual Property

Except as provided below, all work product developed under this Agreement for ARCS by ASG shall be solely owned by ARCS. However, with regard to databases,

- (A) ARCS shall own and have full rights to all content. However, the software on which such content is stored may belong to ASG or right to use such software may be subject to a license to ASG. In the event of a termination of this Agreement, ASG shall deliver the requested data to ARCS in a standard transfer format that is agreeable to ARCS.
- (B) ARCS shall hold the copyright to all materials produced by ASG or for ASG for the benefit of ARCS pursuant to this Agreement. Such materials shall,
  - (i) in those instances, deemed appropriate by ARCS, bear a copyright notice naming ARCS as the holder of the copyright, and
  - (ii) if directed by ARCS in writing, shall be deposited with the U.S. Copyright Office at ARCS sole direction and expense. Materials produced hereunder by ASG, its permanent and temporary employees and independent contractors retained by ASG to perform services for the benefit of ARCS under this Agreement shall be considered "works for hire" under U.S. copyright laws, or, if such registration is precluded by law, the rights to the ownership and use of such materials shall be assigned without condition and in perpetuity to ARCS. ASG represents and warrants that, prior to its development of any materials for ARCS, each of ASG's independent contractors and its permanent and temporary employees have agreed to the foregoing.
- (C) Notwithstanding subparagraphs (A) and (B) above, ARCS acknowledges that ASG may develop materials and other property (including but not limited to templates, contracts, forms) with the intent that such materials may be used with multiple clients, and ASG does not forfeit its right to the sole ownership of such materials or property by virtue of utilizing or customizing these materials for use by ARCS; provided that if such materials are customized by ASG for use by ARCS, ASG grants a perpetual, royalty-free license to ARCS, and ARCS shall have sole ownership of, such customized materials

## 11. Indemnification

ARCS shall indemnify, defend, hold and save ASG harmless from any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including

judgments, interest and attorney's fees and all other reasonable costs, expenses and charges, which ASG shall or may at any time or from time to time, subsequent to the commencement of this Agreement, sustain or incur, or become subject to by reason of any claim against ASG for any reason resulting from ASG's performance of its responsibilities in accordance with this Agreement, except for gross negligence, willful misconduct, fraud or criminal acts or omissions on the part of ASG and its employees, agents and/or contractors, and provided further that ASG notifies ARCS of adverse claims or threatened or actual lawsuits within ten (10) days of ASG's knowledge of such a claim. ASG shall provide reasonable cooperation to ARCS, its attorneys and agents in such cases to the greatest extent possible.

ASG shall indemnify, defend, hold and save ARCS harmless from any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including judgments, interest and attorney's fees and all other reasonable costs, expenses and charges which ARCS shall or may at any time or from time to time, subsequent to the commencement date of this Agreement, sustain or incur, or become subject to by reason of any claim against ARCS for any reason resulting from (a) ASG's performance of its responsibilities in accordance with this Agreement, except for those acts by ASG undertaken at the direction of ARCS, (b) any action of ASG not in the ordinary course of ARCS business and taken without ARCS knowledge and consent, or (c) gross negligence or willful misconduct, fraud, criminal acts or omissions on the part of ASG and its employees, agents and/or contractors; provided further that ARCS shall notify ASG of adverse claims or threatened or actual lawsuits within ten (10) days of ARCS knowledge of such a claim. ARCS shall provide reasonable cooperation to ASG, its attorneys and agents in such cases to the greatest extent possible.

## 12. Effect of this Agreement

This Agreement shall be binding upon the parties and their respective successors and permitted assignees to this Agreement.

## 13. Termination

Either party may terminate this Agreement upon the occurrence of any one of the following events:

- (A.) Immediate termination by ASG without notice upon the filing of bankruptcy or intention to dissolve by ARCS.
- (B.) Immediate termination by ARCS without notice upon the filing of bankruptcy or intention to dissolve by ASG.
- (C.) Immediate termination by either party with five (5) days written notice to the other party of dishonest, fraudulent or criminal acts by the other party.
- (D.) Termination by one party giving ninety (90) days prior written notice to the other party of
  - (i) Unacceptable performance or the breach of this Agreement; provided, however, the party accused of the breach of this agreement shall be given written prior notice of the charges against the party, and an opportunity to respond within five business days of the charge, before a final decision is made to terminate this Agreement; or

- (ii) Negligence or misfeasance by the other party of its obligations under this Agreement.

Following termination of this Agreement, ASG will transfer all books, records or other written papers or documents entrusted to ASG or which has otherwise been acquired by ASG pertaining to ARCS or any or all of its members, all ARCS Confidential Information in ASG's possession and all work product developed by ASG for ARCS that is in ASG's possession, custody or control within seven (7) days. ASG acknowledges and agrees that it shall continue in perpetuity to hold in confidence, shall not disclose to any third parties, and shall not use or disseminate ARCS Confidential Information.

Any monies outstanding to ASG at the time of termination shall be paid by ARCS within seven (7) days of termination of this Agreement.

#### **14. Extension of Compensation Following the End of Term of the Agreement for Non-Renewal**

Each party to this Agreement shall be entitled to receive a written notice given at least ninety (90) days prior to the end of a contract term if the other party has the intent not to renew this Agreement. Notice of intent not to renew should be made to the other party to the addresses noted below in Section 16. In the event the time for the notice required extends beyond the contract termination date outlined herein, the provisions of this contract shall automatically be extended to such date and the fee in effect on the termination date shall remain in effect until the extended date, provided, however, that the termination of this contract shall not extend for more than twelve (12) months.

#### **15. Prohibition Against Hiring Association Services Group Employees or Agents**

To the extent permitted by applicable law, ARCS agrees to refrain from hiring any of ASG's employees subcontractors, or agents, either directly or indirectly of whom ARCS has knowledge of providing services to ARCS during the term of this Agreement and thereafter for a period of one (1) year from the date of the expiration or termination of this Agreement. If ARCS fails to act in accordance with the prior sentence, ARCS will pay to ASG, as liquidated damages and not as a penalty, an amount equal to 100% of the fees, commissions, salary and wages paid to ASG's former employee, subcontractor, or agent during his or her first year of employment by ARCS either as an employee or independent contractor.

#### **16. Other Provisions**

- (A.) No Partnership and No Agency. - Nothing in this Agreement shall be deemed to create a partnership or an agency relationship between ARCS and ASG or to make either party jointly or severally liable with the other party for any obligation arising out of the activities and services contemplated or performed by this Agreement.
- (B.) Section Headings - Section headings, numbers, letters and emphasis marks have been inserted for convenience of reference only, and if there is any conflict between any such headings, numbers, letters or emphasis marks and the text of this Agreement, the text of this Agreement shall control.
- (C.) Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.



- (D.) Waiver – A waiver by either party of any term or condition or any breach of this Agreement shall not constitute a waiver of any other term or condition or breach of this Agreement.
- (E.) Bond – ARCS may, at its option and expense, obtain a "faithful" performance and fidelity bond on ASG to be in effect for the term of this Agreement. ASG is required to carry Errors and Omission Insurance providing employee dishonesty coverage up to \$250,000 per incident.
- (F.) Execution and Applicable law - This Agreement shall be interpreted and governed in accordance with the laws of the State of Georgia with respect to contracts to be performed wholly within the State of Georgia.
- (G.) Notices - Any notice or communication permitted or required by this Agreement shall be in writing and sent (i) by electronic mail to the email addresses noted below, with (ii) a copy sent by postage prepaid first-class registered mail, return receipt requested, to the other party's mailing address. Notices sent to ARCS shall be sent to the address of the current National President of the ARCS Board of Directors. Notices sent to ASG shall be sent to P.O. Box 2945, LaGrange, Georgia 30241.

If to ARCS:

Email: [national@arcsfoundation.org](mailto:national@arcsfoundation.org)

If to ASG:

Email: [keoxford@asginfo.net](mailto:keoxford@asginfo.net)

- (H.) Insurance Coverage - During the term of this Agreement, ASG shall maintain appropriate fidelity insurance policies for crime, forgery or alteration losses on premises or in transit, computer crime, funds transfer fraud, personal accounts forgery or alteration, identity fraud expense reimbursement and claims expenses with such single loss limits and single loss retention amounts, aggregate limits, extended claims reporting periods and with exceptions, as approved by ARCS. ARCS shall be named as an additional insured under such policies at no cost to ARCS.

## 17. Amendments

Any amendment to this Agreement must be mutually agreed in writing and signed by authorized representatives of both parties for it to be binding. Any oral modification shall have no effect.

## 18. Dispute Resolution

Any controversy or claim arising out of, or relating to this agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the rules then applicable of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The parties agree that any arbitration proceedings shall take place in Troup County, Georgia.

### 19. Binding Agreement/Assignment

This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. Because personal services are the subject of this Agreement, this Agreement shall not be assigned without the prior written consent of both parties, which consent may be withheld for any reason whatsoever.

### 20. Authorized Signatures

Each of the undersigned parties, acting through its duly authorized representative, represents and warrants that it has the authority to enter into this Agreement and to act on behalf of its respective organization and hereby agrees to the terms set forth herein effective on this 1 day of ~~June~~<sup>July</sup> 2022.

ARCS Foundation, Inc.

Association Services Group, LLC.

By: Caron K. Ogg

By: Katie Oxford

Its: President

Its: Chief Executive Officer

Signature: Caron K. Ogg

Signature: Katie Oxford

Date: 7/1/2022

Date: 7-6-22

## ATTACHMENT A

### **OPERATING AND ADDITIONAL EXPENSES NOT COVERED BY THE MANAGEMENT FEES**

The following expenses are not included in the monthly management fee and will be invoiced to ARCS monthly as these operating expenses are incurred by ASG. The actual amount of such expenses shall be invoiced to ARCS without administrative fees or mark-up.:

- (A) Postage, bulk mail permit, post office box, printing (stationary, dues notices, media kits, etc.,) mailing labels, shipping charges, and duplication charges.
- (B) A dedicated phone line for ARCS is provided at no cost to ARCS; however, if ARCS wishes to have additional dedicated lines, the charge will be approximately \$100/month.
- (C) International calls, 1-800 telephone charges, conference calls shall be invoiced to ARCS based on usage. ASG will utilize a Zoom account for conferences at no charge to ARCS.
- (D) There is no charge for FAX transmissions.
- (E) Copier charges are \$0.10/copy for the first 1,000 copies per month \$0.065/copy for additional copies. Color copies are \$0.25 per page.
- (F) Travel for ASG staff for ARCS activities/functions must be approved in advance and will be invoiced monthly. Travel requested by ARCS will be charged based on the lowest available fares at the time of booking, with mileage reimbursed at IRS allowed mileage rate. Lodging will be reimbursed based on actual costs; receipts will be provided. Meals are reimbursed at actual cost not to exceed \$45 per day, unless otherwise agreed by ARCS.
- (G) ASG may provide services to ARCS Chapters in addition to the services provided to ARCS National by this agreement. These services are not included in the ARCS National Management fee and will be billed as additional fees. Fees will for ARCS Chapters will be agreed upon via proposal/MOU and billed by ASG to ARCS National monthly. ARCS National will be responsible for billing Chapters for these services.
- (H) Graphic design costs incurred by ASG in the coordination of graphics projects for ARCS will be reimbursed not to exceed \$10,000, in accordance with the following schedule.
  - i. Annual Report - \$5,000
  - ii. Member Directory, AMC Program, ARCS Light Brochure, Misc. Items - \$5000

ARCS will pay ASG 50% of the project's estimated cost upon initiation of the work. Upon completion of the project, ASG will submit the invoice of the actual graphic design costs to ARCS for final payment. Payment will be no more than the agreed upon amount for projects listed above or the total final invoiced amount, whichever is less. ARCS will pay all printing costs related to the projects listed above.

## ATTACHMENT B

### SCOPE OF WORK - Revised November 2021

Functions to be coordinated and provided by Association Services Group (ASG)

#### **1. Marketing Communications**

ASG will ensure all communication products are created and in compliance with the most current version of ARCS Foundation National Style Guide:

- Contribute marketing expertise and lead ARCS marketing initiatives in support of ARCS long- range plan objectives. Greater visibility and awareness are high priorities.
- Provide project management, graphics, writing, and administrative support to manage current communications initiatives including electronic newsletter (published monthly via email using MailChimp), annual report, media releases (up to 12 per year), social media (three posts per week for various social media platforms), collaterals, and Website content for national public pages.
- Promote three campaigns annually: GivingTuesday fundraising, the Chapter Challenge and All Members Conference.
- The ARCS Light Luncheon Program will be required once per year as part of the AMC promotion.
- Analytics – Provide traffic and usage data to measure effectiveness of marketing initiatives.
- Newsletter:
  - Work with the Communications Chair and editorial committee to develop newsletter article schedule throughout the year
  - Conduct 3-5 interviews per month
  - Write 3 articles per month. The editorial committee will be responsible for additional articles
  - Provide 3 rounds of edits for each electronic version of the newsletter
- Social Media:
  - Post 3-4 times weekly across appropriate social media channels as directed by ARCS Leadership
  - Provide graphics for social media post
  - Create social media posts and calendar monthly for review and approval.
- ASG Staff will participate in monthly communications call with VP of Operations and, Communications and Marketing Chair.
- ARCS Forward:
  - ARCS Forward event support to include: 4 ARCS Forward virtual video conference events/year, posting announcements, issuing invitations and monitoring response as well as setting up and conducting video conference events
  - Work with Chapter Engagement and Communications Chair to create and maintain ARCS Forward website page on the ARCS National website (ARCS to provide content)

#### **2. Finance**

- Manage all aspects of accounting. ARCS books are currently kept using QuickBooks desktop software. Deposits of checks are to be made via 'desktop deposit software/equipment' provided by ASG by the close of the next business day following receipt.

- Manage all accounts payable functions including invoice payments, issuance of Forms W-9 and 1099, etc.
- Maintain vendor files. We currently use Bill.com with QuickBooks interface. ASG will continue to use Bill.com.
- Post donations, fees other receipts and online revenue transactions to books; acknowledge tax- deductible donations. Majority of donations are made online and can be downloaded from Authorize.net and GreaterGiving sites.
- Provide ARCS National officers, directors, and committee chairs with timely reporting pertaining to their respective functional responsibilities, i.e., donation transactions, event profit / loss, budgetstatus, etc.
- Prepare monthly financial reports for distribution to national board members (Balance Sheet and Profit and Loss reflected against budget).
- Prepare reports and furnish information as requested by ARCS VP Finance and its independent public accountant.
- Monthly meeting with ASG Accounting Staff, Treasurer and VP of Finance.

### **3. All Members Conference and Board Meeting Management**

- Conference management of a organization-wide conference that with the goal of achieving year-to-year increases in attendance and becoming a major STEM non-profit organization conference. Conference occurs once every 24 months.
- Responsibilities include:
  - ASG will assist ARCS Leadership in identifying venue locations, RFP development, inspection, selection and contract negotiation for Board input, review and approval. ARCS should identify 3-5 hotels to be included in the RFP prior to the RFP being developed.
  - Provide staff coordination and assistance to the All-Members Conference Committee as it relates to meetings, program development and logistics.
  - Serve as the primary hotel contact for the National Conference.
  - Coordinate convention registration via conference registration system and online registration service. Handle printing of all name badges, registration packets..
  - Provide on staff member on-site to assist in coordinating all logistical arrangements for the National Conference including meeting room assignments, audiovisual equipment, food functions, hotel room blocks, transportation, etc.
  - Assist with preparation of recommended conference budget.
  - Coordinate payment of all expenses, reconcile all invoices and event expenses, and make final report to Committee(s) and to Board.
  - Handle VIP rooming list/speakers/etc.
  - Participate in AMC planning calls - monthly AMC planning calls early in the process (12 months to 3 months out) and move to bi-weekly calls a few months out

### **4. Fund Development Support**

- Manage GivingTuesday campaign communications, promotion and report of results.
- Submit 'matching fund' requests for donations.
- Provide grant-writing support to assist the Chair, Fund Development, in completing grant requests. Estimate 2-4 grants per year.

5. **General Administrative Assistance**

- Maintain inventory of printed collateral materials and scholar items and fulfill chapter orders in a timely manner.
- Perform first of year tasks, such as updating and ordering stationery and business cards, as requested and replenishing inventory stock, for example.
- Set up and maintain email forwarding groups and email distribution groups. As requested, distribute messages to email groups. New email forwarding and email distribution groups are established at the beginning of each fiscal year and are updated as necessary to reflect changes in group members.
- Prepare National Board and Committee Members Annual Roster to be issued at the beginning of each fiscal year, including the collection of member photographs and contact information.
- Provide general administrative support for the National President and VP of Operations as directed. This will include activities such as assistance sending email blasts to board members. Email volume in connection with national board meetings is approximately 20 group emails per meeting / 60 per year. Other group email volume averages one per month. Requests for ASG administrative assistance from other board and committee chairs should be directed through the National President and/or VP of Operations.
- Assist with national board meeting arrangements (three per year), set up registration, prepare nametags, and coordinate details with venue. Provide onsite national board meeting support as requested.
- Maintain ARCS registration as a foreign corporation in State of Georgia and as a charitable organization with Georgia Secretary of State and process annual renewals to keep organization in good standing.

6. **Website Administration** ([www.arcsfoundation.org](http://www.arcsfoundation.org))

The ARCS Website employs a Drupal-based content management architecture and a CiviCRM database structure.

- Post items to ARCS Website as needed and requested.
  - Content – Update and post content to National internet pages in support of Marketing Communications activities described in paragraph 1 above. Please note this does not include the chapter pages found under “Chapters Across the US.”
  - Document Library – Assist board members with posting documents on the members only intranet website as requested. Most activity occurs in the weeks prior to national board meetings. Please note that Chapters are responsible for entering their scholar and member data.
- Set up online surveys, – Estimate of 1 or 2 surveys per year set up and launched via Survey Monkey.
- Set up registration for three national board meeting events per year and the annual All Members Conference using the registration capability in ARCS intranet Website. For the Fall 2022 All Members Conference, an ARCS volunteer will set up registration for this event and ASG will learn how to do so from this volunteer.

7. **Facilities and Operational Support**

- Provide appropriate office location and facilities to conduct association business operations as ARCS Foundation Headquarters including furniture and office equipment (computer, printer, copier, telephone, etc.). This would include, as needed, space for ARCS Officers, Board and Section(s) to meet.

- Phone: Provide telephone coverage during regular business hours five days a week (8:30 AM to 5:00 PM Eastern Time or as agreed). To be answered 'ARCS Foundation' or another greeting approved by ARCS.
- Fax: Provide a fax line for ARCS National
- Voice Mail: Voice mail connects if ARCS line is busy or after business hours. Retrieval of voice mail messages and response will be no later than the close of the next business day.
- Mail: Establish a P.O. Box for ARCS and/or physical address for ARCS Foundation headquarters to accept and coordinate association mail and route any mail electronically to ARCS officers or committee chairs as needed. Mail will be collected by ASG staff from the P.O. Box daily (excluding weekends, holidays and inclement weather).
- Storage: Provide adequate storage space to accommodate ARCS financial records, legal documents, general information, Chapter items, collateral materials, back issues of publications and miscellaneous materials. Maintain an index of stored materials.
  - Customer Service: Respond to National Board member inquires in 24 hours or less.