



Madeleine Crouch & Co., Inc
ASSOCIATION MANAGEMENT SERVICES

MANAGEMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by MADELEINE CROUCH & CO., INC., hereinafter referred to as "MCC," and the **INTERNATIONAL ACADEMY OF MEDIATORS**, a non-profit association hereinafter referred to as "CLIENT" as follows:

1. MCC, as an independent contractor, will provide those services specified in Attachment I, from an office located at 14070 Proton Rd. Suite 100, Dallas, Texas 75244-3601, or such other location as shall be selected by MCC.
2. MCC shall provide, in addition to its own office, all personnel, vehicles, computer equipment, office equipment and facilities needed by it to perform such services and they shall be subject to its exclusive control.
3. Neither MCC nor any of its employees or contractors shall be considered an employee of the CLIENT within the purview of the Worker's Compensation Law, the Social Security Act, or in any other regard. MCC agrees to indemnify and hold the CLIENT harmless from and against any claim for payment made by any government agency or authority, for withholding income taxes, social security payments, worker's compensation payments or similar payments based on the assertion that any employee of MCC was an employee of the CLIENT. MCC also agrees to defend, indemnify and hold CLIENT and its officers, agents and members harmless from and against any and all employment related claims by MCC staff and other personnel, including but not limited to wage and hour claims. MCC shall comply with any and all employment, health and safety, and all other areas of compliance in performing services on behalf of CLIENT.

MCC and CLIENT agree to the following rights consistent with an independent contractor relationship. MCC has the right to perform services for others during the term of this Agreement. MCC has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed. MCC has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

4. MCC shall defend, indemnify and hold CLIENT and each of its officers, agents and members harmless from and against any and all claims including third party claims, actions, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with MCC's provision of services (except for the gross negligence or willful misconduct of CLIENT, in which case CLIENT will defend, indemnify and hold MCC harmless).

5. MCC will be paid a monthly management fee of **\$5,445.00** for the performance of the services described in Attachment I, paid at the first of each month for the upcoming month. Other activities may be added at any time in consultation with MCC, with an agreed upon increase in the management fee. The management fee is determined by estimating the time and materials required to accomplish the programs and projects of the CLIENT as set forth in its annual plan and any proposed increase to the monthly management fee shall be negotiated and finalized within 90 days of the contract expiration date for purposes of renewal. Any proposed increase to the management fee shall be subject to CLIENT's agreement and not exceed 4% annually, unless the scope of work responsibilities in Attachment 1 materially increases. The management fee covers the utilization of assigned executive, administrative and secretarial personnel, and the furniture, equipment, and facilities necessary to effectively perform the tasks outlined in Attachment I. The fee also includes all directly related overhead costs and

profit for MCC. The fee does not include postage, dedicated telephone line, special supplies, long distance telephone charges, or staff travel on behalf of the CLIENT, nor the services of other related outside specialists, such as CPA or legal counsel, advertising or public relations personnel, nor specific outside services, such as website hosting and programming, computer programmers, printing, layout, design, typesetting, broadcast fax/email distribution or other similar services. Direct charges, which include pro-rated charges for on-site storage and high-speed Internet access, are billed at the end of each month. Any and all charges and costs beyond the monthly management fee will be at MCC's direct cost, and subject to the reasonable pre-approval of CLIENT.

The charges outlined herein include all taxes. To the extent that MCC is required to pay any Federal State or local sales, use, property, franchise or value-added taxes based on the services provided under this Agreement, the taxes shall be paid by MCC.

6. Unless otherwise agreed in writing, all written materials produced by MCC in the performance of MCC's service for CLIENT hereunder shall be the sole property of the CLIENT. The CLIENT shall have the sole right to obtain statutory copyright protection for such writings and MCC shall exercise its best efforts to preserve and protect the CLIENT right to obtain such copyright protection.

7. Because personnel services are the subject matter of this Agreement, this Agreement may not be assigned by either party without consent. While MCC shall have the right to use its personnel, as it deems appropriate to complete its obligations under this Agreement, CLIENT shall be consulted and have input with regard to the ongoing staffing of MCC'S team for CLIENT. All personnel servicing CLIENT'S account shall be intimately familiar with CLIENT'S operations. The CLIENT agrees that during the term of this Agreement and for 12 months thereafter, it will not, without prior written consent of MCC, hire or attempt to hire as an employee, or engage as an independent contractor for any reason whatsoever, any person who was an employee of MCC during the preceding 12-month period.

8. This Agreement shall continue in full force and effect until terminated (a) without cause by either party providing 120 days prior written notice to the other party of termination, or (b) for good cause, if after 30 days prior written notice of intention to terminate for a specified cause, the party alleged at fault has failed to correct such deficiency. In the event of termination, the CLIENT agrees to pay MCC at the monthly rate then prevailing for services rendered during the 120-day termination period and MCC agrees to perform services as usual during the 120-day transition period to alternative management. The liquidation, insolvency, or bankruptcy of either party will terminate the agreement upon thirty days written notice by either party.

9. Notices and communications under this Agreement shall be made in writing sent by first class or best-way, prepaid mail to MCC at 14070 Proton Rd., Suite 100, Dallas, Texas 75244-3601, and to the CLIENT at the address of its then current president and/or representative. Substitution of the address for service of MCC may be made by notice as set forth in this Paragraph 1.

10. This Agreement will be effective **January 1, 2021**, and will continue for **12 months** and shall be reviewed annually. If no action is taken by the annual renewal date, this Agreement will be automatically renewable until the Agreement is either renewed or terminated as provided in Paragraph 8 above.

11. In witness whereof, MCC and the CLIENT, by their respective officers who have been duly authorized, have signed this Agreement this _____ **day of October, 2020**

THE INTERNATIONAL ACADEMY OF MEDIATORS

By _____
Jon Fidler, President, International Academy of Mediators

MADELEINE CROUCH & CO., INC.

By _____
Madeleine Crouch, President, MCC



Madeleine Crouch & Co., Inc
ASSOCIATION MANAGEMENT SERVICES

ATTACHMENT I

MEMBERSHIP SERVICES & GENERAL ADMINISTRATION

1. Provide a permanent address and fully equipped office (including computers, software, telephone and voice mail systems), management team and necessary staff at 14070 Proton Rd., Suite 100, LB 9, Dallas, TX 75244-3601. During regular business hours, answer incoming calls and respond to emails and faxes, and provide general mailing and copying service on a daily basis.
2. Respond to general correspondence and daily board, member, prospect, advertiser and sponsor inquiries by email and regular mail, as well as requests for information about the association, its mission and benefits, in a timely, professional and friendly manner and as directed by IAM leadership. Follow up on suggestions and queries by passing information to the appropriate officer, director or committee chair when necessary.
3. Maintain the seals, records and files of the association as directed, including vendor contracts, plus passwords, log-in and renewal information for online service providers, and vendor/business contact information to be shared with IAM leadership as directed.
4. Retain documents and archives in physical and digital formats according to IAM policies and procedures.
5. Provide on-site storage for active files and supplies.
6. Provide conference room for in-person meetings, suitable for 10 to 12 people and equipped with guest wi-fi, speaker phone, projector and screen, white board, flip chart and kitchen.
7. Negotiate for printing, delivery, credit card fulfillment, e-commerce, email marketing, accounting, legal and other goods and services with our network of providers as approved by IAM leadership, securing the best quality and value for the association.
8. Maintain working supplies inventory and a stock of IAM letterhead, envelopes, business cards, brochures and other printed materials.
9. Maintain accurate and up-to-date membership records in the online member database/directory.
10. Provide membership reports upon request to leadership.
11. Process new membership applications in accordance with the policies of the IAM.
12. Send out membership renewals and reminder notices, plus invoices for additional projects or assessments, according to IAM procedures; process renewals and track non-renewals.
13. Communicate with the membership and partner associations via email, fax and regular mail as directed by IAM leadership.
14. Work with membership committee chair to develop and administer a membership marketing campaign.
15. Assist in surveying the membership as requested.
16. Maintain and update information on website.
17. Member data is understood to be the exclusive property of the IAM; maintain security of sensitive information.
18. Follow policies and procedures set down by IAM leadership.

BOARD & COMMITTEE SUPPORT AND GOVERNANCE

1. Make arrangements for and attend quarterly in-person board meetings a year, and monthly executive committee meeting by teleconference.
2. Communicate regularly with association president.
3. Take minutes at these meetings and distribute according to IAM policies.
4. Distribute information to the board and committees and maintain records of reports and activities.
5. Maintain current rosters of officers, board and committee members, and distribute updated rosters on a regular basis to IAM leadership as directed.
6. Assist in preparation and distribution of board packets, including agendas, financial reports and all relevant information prior to meetings and according to IAM policies.

7. Seek and work closely with legal counsel should the need arise.
8. Advise the board of directors on non-profit governance best practices, and ensure that the association is compliant with all State and Federal laws regulating not-for-profit organizations; maintain corporate files.
9. Assist board in identifying and maintaining working relationships and communications with strategic partners.
10. Assist board in securing quotes and making arrangements for insurance coverage for the association as directed.
11. Assist Election Committee in managing nominations and election process for officers and directors.
12. Provide administrative support to committees; committees take minutes of their own meetings and teleconferences.

FINANCIAL MANAGEMENT

1. Follow Generally Accepted Accounting Principles in providing high quality financial management and administration services for the organization.
2. Using standard accounting software, maintain checking and saving accounts, journals and ledgers and all information pertaining to these accounts, recording all payments and deposits and reconciling bank and credit card statements.
3. Keep general ledger according to IAM budget line items. Assist IAM leadership in preparation of the annual budget.
4. Pay all invoices upon approval in a timely manner as directed by IAM leadership.
5. Reimburse board members and committee chairs for approved expenditures in a timely manner.
6. Process, record and deposit income generated by IAM activities and received by check and credit cards, online payments, through merchant accounts and wire transfers, domestic and international.
7. Follow up on ISF checks and credit card denials.
8. Provide monthly financial statements to IAM leadership (balance sheets and income statements, general ledger) in formats that can easily be exported and shared. Be available to board and committee members to answer questions and provide information.
9. Collect and remit any sales tax due according to state regulations.
10. Collect and report on income from dues, advertising, events and other revenue activities. Provide general financial reports and other reports to leadership following IAM events and/or as requested.
11. Prepare and distribute invoices to individuals, sponsors, vendors and advertisers as necessary. Provide receipts upon payment.
12. Process refunds according to IAM policy.
13. Assist treasurer in managing investments of the IAM.
14. Seek quotes for audit if requested and assist hired CPA in completing report.
15. Assist hired CPA with preparation and filing of annual IRS Form 990 and all required annual reports, and IAM leadership regarding IRS regulations and correspondence. Provide copies of the annual 990 form to designated board members.
16. Mail out W9 forms and 1099 forms as necessary and in a timely manner.
17. Keep bank signature cards current. Maintain non-profit status at State and Federal levels.
18. Serve as registered agent for the association as required.

BIANNUAL CONFERENCES & EDUCATIONAL PROGRAMS

1. Work with conference committee to identify meeting sites, including site inspections, and negotiate for meeting space, sleeping rooms, food and beverage and audio visual needs, and provide support leading up to the event. Any commission from the hotel selected will be directed to the IAM..
2. Participate in calls with the conference committee and take notes to distribute to members of the committee.
3. Work with conference committee to make arrangements for outside speakers and social events.
4. Help conference committee develop conference budgets and event timelines. Pay all related invoices in a timely fashion.
5. Publicize the conference via the website and email marketing to members, the trade press, and the industry at large.
6. Oversee creation of all printed and electronic communications and promotional materials, registration forms and onsite program.
7. Order awards and facilitate award presentations.

8. Record all annual meeting registrations received online, in the mail or via fax and send electronic confirmation of receipt. Note any special requirements of attendees. Provide pre-registrations lists to IAM leadership as requested.
9. Provide on-site staff at annual meeting to manage registration and onsite logistics.
10. Prepare and distribute post-meeting annual meeting reports.
11. Any work generated for CLE programs and requirements are not covered by this proposal, but could be negotiated for and added to MCC's scope of work.

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