

# ACHE

ASSOCIATION FOR CONTINUING HIGHER EDUCATION, INC.

THE NETWORK  
*of* LEADERS  
for LIFELONG LEARNING

## Home Office Guide

January 2010

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## HOME OFFICE GUIDELINES

The Home Office for the Association for Continuing Higher Education is located at a college or university that contracts with the Association to provide the home office. The current contract with the University of Oklahoma (OU) provides for OU to house the home office from July 1, 2008, through June 30, 2012. The contract may be extended as a result of negotiations between the Association and the College. Appendix A is the agreement signed by the Association and the College.

### GOVERNANCE

The affairs of the Association are carried out in accordance with its Constitution and Bylaws and the codified actions of the Board of Directors. The Board of Directors meets twice a year, at the Annual Conference and Meeting and at the Midyear Board Meeting, to conduct the affairs of the Association. The Executive Committee (President, President Elect, Vice President, Immediate Past President and Executive Vice President) meets by conference call on a more frequent basis.

The Board of Directors conducts the business of the Association in accordance with the principles of policy governance as adopted by the Board in November, 1998.

This document is a compilation of policies and procedures guiding the actions of the Home Office. Those policies and procedures guided by Board action are so noted.

### STAFF

The staff of the Home Office includes the Executive Vice President and the Executive Secretary. Duties are the following:

#### Executive Vice President

The Executive Vice President is a member of the Board and of the Executive Committee and is responsible to the Board for the operations of the Home Office. The Executive Vice President shall:

- Preserve in books belonging to the Association records of all its meetings and those of the Board of Directors;
- E-mail/mail notices of all meetings, where notice is required;
- Keep an accurate record of all money received and all disbursements thereof in books belonging to the Association;
- Be responsible for investment of Association funds under such regulations as provided by the Board of Directors;
- Make a complete financial report to the members at the annual meeting; and
- Inform new members of their acceptance to membership in the Association and collect the current dues of all members.

#### Executive Secretary

The Executive Secretary is the only employee of the Association, hired by the host institution as outlined in the agreement to house the Home Office. The Executive Secretary is responsible for the fiscal affairs, the mailing lists, updating of the Online Directory, Guidebooks, Codifications, *Five Minutes with ACHE*, *Proceedings*, website, and other administrative affairs of the Association.

In addition, the Home Office is responsible for hiring part-time workers and for arranging for outside professional services (e.g., marketing, accounting, and auditing services) as required.

### FISCAL AFFAIRS

The Home Office manages the fiscal affairs of the Association as directed by the Board or the Executive

Committee. The Budget and Finance Committee is charged by the Board to review fiscal matters on a routine basis. Duties include the following:

#### Budget

Based upon previous experience and projections, the Home Office recommends an annual budget to the Budget and Finance Committee, which shares its recommendations with the Board and presents the budget to the membership for approval at the Business Session during the Annual Conference and Meeting. The Home Office is responsible for calling to the attention of the Budget and Finance Committee, the Board (or the Executive Committee) any matters pertaining to deviations from the budget as approved.

#### Financial Reports

The Home Office prepares financial reports of income and expense at regular intervals for review by the Budget and Finance Committee and the Board. Presentations at the Annual Meeting include reviews of income and expenditures through August 31 and presentations at the Midyear Board Meeting include reviews of income and expenditures for the preceding year and through April 30 of the current year. Appendix D includes examples of these reports.

#### Audit

The home office is responsible for contracting with an auditor for an annual audit of the Association, shared with the Board.

### **MEMBERSHIP/MAILING RECORDS**

The Home Office is responsible for maintaining the membership records of the Association. These records include the following:

#### Mailing Lists

The Association maintains mailing lists for the Association. These lists are available as follows:

- by Regions
- by Institutions
- by Members
- or any combination of the above

The cost for mailing list is as follows

- Non-ACHE member requesting list: \$450.00 per list
- ACHE member requesting list for non-ACHE business: \$250.00 per list
- Lists are free to ACHE members requesting list for ACHE business
- Lists are free to UCEA because we receive their lists free.

#### Membership Information

The Association maintains a listing of membership information as a function of the payment of dues. Members are removed from the list only after at least two written notices, and, in the case of institutional members, verbal confirmation that the membership will not be renewed. Regional Chairs receive copies of all correspondence and are requested to assist in the retention of members, particularly of institutional members.

#### Online Directory

The Association requests on an ongoing basis corrections for listings in the Online Directory. This information is proofed against mailing list and membership information as noted above.

Membership information is maintained for Association purposes. Appendix B is the Board policy on supplying membership information to members and to others.

The Home Office provides summary data on membership at the Annual Meeting and at the Midyear Board Meeting.

#### **TRAVEL**

Appendix C provides an outline on Association procedures for travel reimbursement as well as a copy of the request for reimbursement form.

#### **ANNUAL CONFERENCE AND MEETING**

Much of the activity of the Association takes place at the Annual Conference and Meeting. The Annual Conference and Meeting is the responsibility of the \**Local Arrangements Committee* and of the Program Committee. The Home Office publishes the *Program and Local Arrangements Guidelines* for the Association. This compilation of Board action supplemented by the collective experience of persons responsible over many years for the Program Committee and for the Local Arrangements Committee is the Association's official guide for the Annual Conference and Meeting.

#### **MIDYEAR BOARD MEETING**

The Home Office hosts a Midyear Board Meeting each year.

#### **SERVICE TO REGIONS**

The Home Office works actively to support the regional chairs as they carry through their activities. These services include providing email and surface mail lists and including regional news/announcements in *Five Minutes with ACHE*.

#### **SERVICE TO COMMITTEES AND NETWORKS**

The Home Office works actively in the support of Association Committees and Networks. Announcements such as calls for nominations and calls for awards are routinely included in *Five Minutes with ACHE*. The Home Office encourages Committees and Networks to use the newsletter as the means of communicating with the membership.

#### **PUBLICATIONS**

Publications originating from the Home Office are *Five Minutes with ACHE* and the *Proceedings*. The *Journal of Continuing Higher Education* is edited by:

Dr. James Broomall  
Editor, *Journal of Continuing Higher Education*  
University of Delaware  
214 John M Clayton Hall  
Newark, DE 19716

#### **PRINTED MATERIALS**

The Home Office makes every effort to reduce the amount of paper used in conjunction with ACHE business. Additionally, electronic communication is the primary mode of communication between the home office and ACHE leadership and members. Where possible, the following information will be supplied in electronic format:

Mailing Lists

Applications for Professional Memberships

Applications for Institutional Memberships

Applications for Organizational Memberships

Applications for Retiree Memberships

Applications for Student Memberships

Materials for Annual Conference and Meetings and Regional Conferences

Travel Reimbursement Forms

Invoices for Dues

Lists for Board of Directors

List of Regional Chairs

The Association Archives are housed at the Syracuse University library.

## **APPENDICES**

- A) Association-Institution Agreement
- B) Mail Lists
- C) Travel Reimbursement

THE UNIVERSITY OF OKLAHOMA  
Norman, Oklahoma

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (hereinafter "Agreement"), is entered into between the Board of Regents of the University of Oklahoma, by and through the University Outreach/College of Continuing Education, Norman, Oklahoma, (hereinafter "University") and the Association for Continuing Higher Education, Inc., a 501(C)(3) tax exempt organization (hereinafter "ACHE"). This Agreement shall be effective when executed by both parties.

WHEREAS, ACHE is an organization of colleges, universities, and individuals dedicated to promoting lifelong learning and excellence in continuing higher education which encourages professional development, research and exchange of information for its members and continuing higher education as a means of enhancing and improving society; and

WHEREAS, ACHE has selected the University to be its next home office, on terms and conditions set forth herein; and

WHEREAS, University, a long-time member of ACHE and previous home office administrator, is able and willing to provide ACHE's home office administrative services.

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE 1 SERVICES, COSTS, AND PAYMENT

1.1 In consultation with the University, ACHE shall designate a University continuing education staff member to serve as Executive Vice President for ACHE, who will be responsible for administration of the ACHE home office operations. Such home office operations and financial affairs include, without limitation or restriction, the accrual, management, and distribution of ACHE funds; e.g., certain fees and costs of ACHE meetings and conferences. ACHE funds and accounts will be kept separate from University funds; provided, neither the University nor its officers, agents, or employees acting within the scope of their University employment will be considered fiduciaries for funds and accounts set up on behalf of ACHE.

1.2 University will provide the necessary office space, facilities, and human resources for ACHE home office operations as set forth in the Statement of Work, attached hereto as **Exhibit A** and incorporated herein by reference, including without restriction, wages, insurance, and fringe benefits.

1.3 For the services to be delivered hereunder, ACHE agrees to pay all reasonable direct and indirect costs and expenses in connection with or related to the provision of said home office administrative services as set forth in **Exhibit B** (Budget). ACHE shall make payments to University for said services, in advance, in the following amount of \$22,352.50 quarterly (invoices submitted July 2008, October 2008, January 2009, April 2009). University reserves the right to re-budget funds for performance of the services, as deemed necessary.

1.4 All services performed by the University hereunder will be in accordance with

University's established policies and procedures. University shall retain title to any equipment purchased with funds provided by ACHE under this Agreement.

1.5 University shall maintain relevant accounting records in a central location sufficient to enable ACHE to determine whether University has properly expended ACHE funds.

## ARTICLE 2 TERM

This Agreement shall be for a term of one year commencing July 1, 2008, and terminating on June 30, 2009, and, unless terminated sooner as provided hereinafter, will be automatically renewed/extended from year to year on these same terms and conditions, except as to the Budget, which shall be adjusted annually to account for changes in costs, expenses, and/or services.

## ARTICLE 3 RELATIONSHIP OF PARTIES

The parties shall be deemed to be independent contractors, and the employees of one shall not be deemed to be the employees of the other. Furthermore, this Agreement is not intended to constitute or create a joint venture, partnership, or any other formal business organization of any kind. Neither party shall have authority to bind the other except to the extent authorized herein.

## ARTICLE 4 COMPLIANCE WITH LAW

University will comply with applicable state and federal laws.

## ARTICLE 5 INDEMNITY

ACHE agrees to indemnify, defend, and hold harmless the University, its governing board, officers, employees, and agents from and against any and all liability for costs, losses, damages, liabilities, expenses, demands, and judgments, court costs, and attorney's fees, which may arise out of or are connected with University's performance of services under this Agreement, except to the extent such as are caused by the negligence of University. This provision shall survive termination of this Agreement.

## ARTICLE 6 TERMINATION

6.1 In the event that either party shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy the default or breach within thirty (30) days after receipt of written notice thereof from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing in accordance with **Article 8** to the other party to that effect, and the termination shall be effective as of the date of the receipt of the notice.

6.2 Either party may terminate this Agreement by giving the other party 120 days prior written notice.

6.3 In the event of early termination, University agrees to take all reasonable steps to minimize termination costs and ACHE agrees to pay the University for all expenditures incurred and accrued to that point and an amount required to settle any non-cancellable obligations

incurred prior to the notice of termination. Any levies or claims falling due after termination of this Agreement shall be the obligation of ACHE and the University is hereby released therefrom. This provision shall survive termination of this Agreement.

ARTICLE 7 GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS OR TO WHICH PARTY DRAFTED PARTICULAR PROVISIONS OF THIS AGREEMENT. ANY LEGAL ACTION IN CONNECTION WITH THIS AGREEMENT SHALL BE FILED IN A COURT OF COMPETENT JURISDICTION IN THE STATE OF OKLAHOMA, TO WHICH JURISDICTION AND VENUE THE PARTIES EXPRESSLY AGREE.

ARTICLE 8 NOTICE

Notices, invoices, communications and payments shall be submitted to the office identified below. Contractual notices and communications hereunder shall be deemed made as of the date of mailing if given by overnight courier service or registered or certified envelope, postage prepaid, and addressed to the party to receive such notice or communication at the address given below, or such other address as may hereafter be designated by notice in writing.

If to University:

Dr. James P. Pappas, Vice President for University Outreach  
University of Oklahoma  
OCCE Administration Building, Room 111  
Norman, OK 73072-6400  
Phone: 405-325-6361  
Fax: 405-325-7196  
Email: jpappas@ou.edu

If to ACHE:

Dr. Christopher Dougherty, ACHE President  
Rutgers University - Camden  
Room 365, 311 N. Fifth Street  
Camden, NJ 08102-1521  
Phone: 856-225-6108  
Fax: 856-225-6139  
Email: chris.dougherty@rutgers.edu

Dr. Rick E. Osborn, ACHE President Elect  
East Tennessee State University  
Box 70659  
Johnson City, TN 37614  
Phone: 423-439-8300  
Fax: 423-439-8355  
Email: osbornr@etsu.edu

ARTICLE 9                    AUDIT

The University will retain the services of an external auditing firm annually to audit the University maintained ACHE home office books and records. ACHE may participate directly or through an appointed representative.

ARTICLE 10                  ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements, understandings and negotiations of the parties, whether written or oral and may not be modified or amended except by a writing duly executed by the respective parties.

## EXHIBIT A

### Statement of Work

Association for Continuing Higher Education, Inc.  
Home Office

The University of Oklahoma will perform the following duties as host of the ACHE Home Office:

#### I. **Executive Vice President Duties:**

The Executive Vice President is a member of the Board and of the Executive Committee and is responsible to the Board for the operations of the Home Office. The Executive Vice President shall ensure the following will occur:

- Preserve in books belonging to the Association records of all its meetings and those of the Board of Directors
- **Mail notices of all meetings, where notice is required**
- Maintain a personal bond through the Association's liability insurance policy
- Maintain bank account and credit cards in name of Association, independent of University of Oklahoma financial systems
- Keep an accurate record of all money received and all disbursements thereof in books belonging to the Association
- Be responsible for investment of Association funds under such regulations as provided by the Board of Directors
- Make a complete financial report to the members at the Annual Conference and Meeting
- Submit the books of the Association to a certified public accountant for auditing at least annually
- Inform new members of their acceptance to membership in the Association and collect the current dues of all members
- With the approval of the President, conduct voting on matters of urgency which arise between meetings of the Board of Directors

#### II. **Home Office Manager Duties:**

The Home Office Manager is responsible to the Executive Vice President for the operations of the Home Office. The Home Office Manager shall:

- Provide clerical and administrative support for the above Executive Vice President duties
- Maintain mailing lists
- Maintain the membership database
- Maintain the online directory
- Prepare and publish the "Five Minutes" newsletter, to include announcements such as Calls for Nominations and Calls for Awards and regional news items
- Prepare and publish the "Proceedings" of Annual Conference and Meeting
- Prepare and publish other Association documents as requested by Board of Directors
- Maintain website
- Provide summary data on membership at the Annual Conference and Meeting and at the Midyear Board Meeting
- Assist with the preparation and execution of the Annual Conference and Meeting
- Assist with preparation and execution of the Midyear Board Meeting

- Work actively to support the Association’s regional chairs
- Work actively to the support the Association’s Committees and Networks
- Perform additional administrative duties necessary to operate the Home Office

**III. Fiscal Affairs:**

The Home Office manages the fiscal affairs of the Association as directed by the Board or the Executive Committee. The Budget and Finance Committee is charged by the Board to review fiscal matters on a routine basis. The Home Office shall:

- Recommend an annual budget to the Budget and Finance Committee
- Call to the attention of the Budget and Finance Committee, the Board, or the Executive Committee any matters pertaining to deviations from the budget as approved
- Prepare financial reports of income and expense at regular intervals for review by the Budget and Finance Committee and the Board

**EXHIBIT B**

**Firm Fixed Fee Budget Items**

Association for Continuing Higher Education, Inc.  
Home Office

Personnel	\$77,610
Office Supplies/Materials	\$900
Printing/Duplicating	\$600
Telephone/Fax	\$2,000
Postage/Shipping	\$1,000
IT Services	\$300
Office Space & Utilities	\$7,000
<b>Total Firm Fixed Fee</b>	<b>\$89,410</b>

**DIRECTORIES AND MAILING LISTS**

Surface mail and email lists are furnished on request to committees and regions. Outside persons or organizations may be furnished mailing lists if, in the opinion of the Executive Vice President, it is in the best interest of the Association. If a mailing list is furnished to a commercial organization, a charge is made for the list.

As new members are approved during the year, their names are added to the lists via the membership directory. If membership is cancelled, their names are dropped from the list.

## TRAVEL REIMBURSEMENT

These guidelines reflect the philosophy of the board that individuals with approved travel status should be reimbursed for actual expenses in a fair and equitable way.

1. Travel must have prior approval by the president or, for visitation purposes, by the executive vice president.
2. *Transportation.* Persons who travel on ACHE business have the option of flying or driving. Air travel reimbursement is at the tourist rate; automobile travel reimbursement is matched to the federal POV reimbursement rate (as of January 2009, that rate is .55¢ per mile). Train travel also is acceptable for reimbursement. Receipts are required for all commercial transportation.
3. *Living expenses* for hotel and meals will be reimbursed on the basis of actual expenses. Receipts are required for hotel expenses.
4. *Miscellaneous.* Reimbursement may be claimed for: (Receipts required)
  - A. Taxi, limousine service to and from airport, buses or other types of local transportation.
  - B. Parking and toll charges for authorized car.
  - C. Rental car: **Prior approval required.**
  - D. Other: Tips and association business phone calls.
5. Personal expenses such as valet service, haircuts, travel insurance, personal phone calls, gifts, entertainment, etc., are primarily for the benefit of the individual and as such are not reimbursable. Alcoholic beverages also are not reimbursable.