

Declaration of Affiliation

When one person steps forward, he or she can make a difference. When groups of people step forward together, they can change the world. That's the promise we make as we officially re-affirm our partnership and affiliation. We commemorate the occasion by re-energizing our unwavering commitment to each other, to our members, to our students, and to our communities, as we continue to forge a bright future for school business management.

Our Story: The Beginning of Collaboration

In 1910, seven school business professionals sat in a semicircle around the desk of the U.S. Commissioner of Education and founded the National Association of School Accounting Officers. Less than 20 years later, the first state affiliate was established. Since then—for more than 100 years—ASBO International has stood with our affiliates to serve school business professionals, ensuring the effective management of resources to give every child the power of education.

As an affiliate of ASBO International, the Alaska Association of School Business Officials is connected to a network of colleagues and something larger: over 100 years of experience. Each of our organizations and every one of our members add experiences to that collective knowledge, and together we are writing the next chapter.

Shared Beliefs, Shared Responsibility

Like ASBO International, ALASBO is dedicated to serving its members as they strive to support the school districts, employees, communities, and students who depend on them. ASBO International and ALASBO share a responsibility to the greater good, a responsibility to walk side-by-side and offer our collective resources, knowledge, and skills to meet the needs of our members. Working to fulfill our shared vision, we can make powerful strides for the school business community.

Support for Front Line Work

In a nation where education is a state responsibility, the Alaska Association of School Business Officials fulfills a critical role for its members, providing the latest tools and resources to help members navigate the state and local sphere.

While ALASBO guides its members on the local and state fronts, ASBO International will plot the broader course ahead, recording where we've been and charting where we are going. We will strive to represent the experience and knowledge of effective and efficient management of education resources on the global stage, create opportunities for sharing ideas and information across borders, and develop the leaders our communities need to ensure public trust and confidence.

Together, we will help our members create the future for all children.

Onward and Upward: The Future

Through certification, leadership development, and advocacy, ASBO will continue to make strides for the future. We envision a world where all school business officials sit at the decision-making table, where sustainable education funding is created, where, fiscal responsibility and transparency reign—and most importantly, where every child has the power of education.

As we affix our signatures below, we commit to work together to ensure that school business officials have the tools and information they need, have their voices heard at the highest levels of government, and have every opportunity to become the business leaders our schools—and our students—need.

Luke Fulp
President, 2011
Alaska Association of School Business
Officials

Chuck Linderman
President, 2011
ASBO International

Amy Lujan
Executive Director
Alaska Association of School Business
Officials

John D. Musso
Executive Director
ASBO International

Attachment A

ASBO INTERNATIONAL AFFILIATION AGREEMENT: NON-GROUP EXEMPTION

THIS AGREEMENT, made this 17th day of November, 2011, between the Association of School Business Officials International, an Illinois nonprofit corporation, whose principal office is at 11401 North Shore Drive, Reston, VA, (hereinafter referred to as “ASBO”), and the Alaska Association of School Business Officials, a nonprofit corporation in the state of Alaska (hereinafter referred to as “ALASBO”).

Background

- ASBO and ALASBO wish to cooperate to promote excellence in education and the service of students and improve efficiencies of school business management at all school levels;
- ALASBO wishes for ASBO to assist ALASBO in matters of common interest and value; and
- ASBO and ALASBO wish to reaffirm their mutual commitment of cooperation and service to the school business profession by renewing their affiliation.

ASBO and ALASBO agree as follows:

1. Affiliation. ASBO and ALASBO agree that they will use their best efforts to cooperate, plan, promote and further the exempt purposes of ASBO.

2. License. This paragraph 2 shall be effective only if the space at the end of this sentence is initialed by both parties. _____ / _____

(a) In general. ASBO licenses ALASBO to use its name, as an official affiliate, and any and all trademarks or service marks ASBO now or hereafter owns and extends to the ALASBO, during the term of this Agreement, in connection with ALASBO’s activities to promote excellence in education and the service of students and improve efficiencies of school business management at all school levels. In order to protect the good name and integrity of ASBO, ASBO retains the right to review and approve all uses of said name and marks, but will not unreasonably withhold its approval.

(b) ALASBO licenses ASBO to use the ALASBO's name and logo and shall have the right to use ALASBO's trademarks in promoting the common interests of ASBO and ALASBO. ALASBO shall have the right to approve the same in writing in advance, provided such approval shall not be unreasonably withheld.

(c) Acknowledgment. ALASBO acknowledges that ASBO is the lawful owner of the name, "Association of School Business Officials International," and of the acronym "ASBO" and its associated trademarks used in its business, and ALASBO agrees that it will take no action inconsistent with ASBO's ownership or that would subject ASBO to claims by third parties or potential loss of its ownership.

3. Services. ASBO agrees to provide the following services to ALASBO to the extent feasible and as consistent with the objectives of ASBO:

- (a) Initial legal review of governing documents and amendments, if applicable;
- (b) Availability (subject to insurance company qualification) of directors and officers insurance at cost as a rider to ASBO's policy;
- (c) Public relations collaboration;
- (d) Legislative and regulatory matters;
- (e) Information about association management;
- (f) Assist in developing and presenting educational programs; and,
- (g) Information about industry matters.

4. ALASBO agrees to:

(a) Governing Documents. Adopt and maintain articles of incorporation and bylaws similar to those attached to this Agreement (except with respect to the definition of membership, individual dues, and any provisions specific to the governing law under which the organization is formed).

(b) Operations. Operate in conformity with its articles of incorporation and bylaws, and remain in good standing under the law under which it is incorporated or does business.

(c) Purposes and Activities. Be organized and operated at all times within the meaning of Section 501(c)(3) or Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, or any subsequent corresponding federal tax law.

(d) Federal and State Laws. Be organized and operated at all times in conformity with all applicable Federal, state, and local laws, regulations, and ordinances.

(e) Corporate and Tax Reporting. ALASBO is responsible for obtaining its own tax exemption (if desired) and filing its own state corporate returns (annual reports) and federal and state tax returns.

(f) Cooperation. Cooperate with ASBO and its other affiliates in providing services.

(g) Membership. Collaborate with ASBO to encourage membership in both ALASBO and ASBO.

5. Agency. ASBO and ALASBO agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligations in the name of the other, or to use each other's credit in conducting any activities under this Agreement.

6. Term. This Agreement shall be effective on the date above written, and shall continue in effect until terminated pursuant to Paragraph 7.

7. Termination.

(a) In General. Either ASBO or ALASBO may terminate this Agreement upon 45 days' notice in writing to the other party.

(b) For Cause. Either ASBO or ALASBO may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct, or substantial breach of this Agreement.

(c) Effect. Upon notification from ASBO of termination of this Agreement, ASBO shall have no further responsibility under paragraph 3, and ALASBO shall cease all use (if any) of ASBO's name, acronym, and logos. ALASBO may no longer claim any affiliation with ASBO.

8. Mediation and Arbitration of Disputes. The parties agree that all disputes arising under this Agreement shall be resolved exclusively by mediation by an agreed upon mediator, or by arbitration under the rules of the American Arbitration Association. Unless otherwise agreed, the arbitration or mediation, if any, shall take place in the city where ASBO's principal office is located. The arbitrator's decision shall be final and binding on all parties. If either party takes legal action to enforce rights under this Agreement, the non-prevailing party to such action shall be

financially responsible for the expenses of the action for both parties, including, but not limited to, any mediation, arbitration, and/or court costs and reasonable attorneys' fees.

9. Indemnification. Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party and its affiliates, officers, directors, employees, and members (the "Indemnified Party"), from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise solely by reason of: (i) negligent or willful acts or omissions of the Indemnifying Party or its employees, officers, directors, agents, contractors, or others acting on its behalf or with its authority; (ii) any claims that the Indemnifying Party has infringed on the intellectual property rights of a third party; and/or (iii) a material breach of any of the covenants, representations and warranties made in this Agreement by the Indemnifying Party. The Indemnifying Party shall defend any claim, at its expense, and the Indemnified Party shall be entitled to participate in the actions or proceedings. Each party will promptly notify the other upon receipt of any claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.

10. 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.

11. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

12. Captions. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of the Agreement.

13. Notices. Notices required by this agreement shall be in writing and shall be delivered by personal delivery, mail, electronic mail, facsimile. If delivered by mail, notices shall be sent by certified or overnight private mail service, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

If to ASBO:

John Musso
Executive Director
Association of School Business Officials International
11401 North Shore Drive
Reston, Virginia 20190

If to ALASBO: Amy Lujan
Executive Director
Alaska Association of School Business Officials
3145 Pioneer Avenue
Juneau, AK 99801

14. Governing Law. This Agreement shall be governed in all respects (other than conflicts of laws) by the laws of the Commonwealth of Virginia.

15. Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by both parties.

16. Warranty. Each of the parties warrants that the individual who executes this Agreement on its behalf has been duly authorized to do so.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

Association of School Business Officials International

By: _____
John D. Musso
Executive Director

Date: _____

Alaska Association of School Business Officials

By: _____
Amy Lujan
Executive Director

Date: _____