

# **POLICY MANUAL**

**of the**  
**NORTH CAROLINA SPEECH, HEARING AND LANGUAGE ASSOCIATION**

## **PREFACE**

This Policy Manual was authorized by the 1982-83 Board of Directors as a handbook to guide NCSHLA Boards in administering the Association. The manual is intended as a record of those policies which are not governed by the [Standing Rules](#) and which do not require a By-Laws change or action by the entire membership. The manual is designed to provide consistency and continuity; policies may be changed as the needs and concerns of the Association change. However, no policies can be developed which contradict the Association's By-Laws or Standing Rules.

A copy of the Policy Manual is given to each Board member and each committee chair before the first Board meeting of each fiscal year. Existing policies which, by Board action, are replaced with new policies shall be deleted from the manual at the time of update, except when it is clearly desirable for the manual to reflect briefly the policy's evolution (e.g., ballot of the assembly, absentee ballot).

This manual is, for the most part, a compilation of policies approved by the NCSHLA Board, some of which date back to 1975. It includes policies which are related primarily to Level III of the Levels of Association Governance shown on page 1. Policies are arranged under section headings according to the major topics to which the policies apply, with other sections cross-referenced as appropriate. Parentheses following policy statements indicate the date of policy approval.

In 1992, the membership and the Board of Directors adopted an Association restructuring plan. The Policy Manual was updated to reflect changes and new terminology at that time. On December 1, 2001, the Policies were revised and approved by the NCSHLA Board of Directors once again.

In 2019, the membership and the Board of Directors approved newly-written NCSHLA By-Laws, which created a restructuring of the Association. This Policy Manual reflects the changes and terminology required to comply with these new By-Laws.

Approved as revised by the NCSHLA Board of Directors November 5, 2019.

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**SECTION 1: ADMINISTRATION AND GOVERNANCE**

**A. LEVELS OF ASSOCIATION GOVERNANCE**

<b>Level</b>	<b>General Functions</b>	<b>How Changes Are Made</b>
I. Constitution	1. To specify the purposes and principles of the Association. 2. To specify the relationship between members and the Board of Directors (including Administrative Committees chaired by appointed officials). 3. To establish rules of order.	Majority vote of "voting and By-Laws members"; 30 days' written notice
II. Standing Rules	1. To specify dues. 2. To specify the relationships among the Board of Directors, Standing Committees, and Professional and Practice Caucuses. 3. To specify the purpose and composition of Standing Committees and Professional and Practice Caucuses.	Majority vote of the Board of Directors at a meeting notice for that purpose.
III. Policies and Procedures (Policy Manual)	1. To specify details of procedures and committee/task force functions requiring policy constraints and qualifications. 2. To set and record policy.	Majority vote of the Board of Directors

*Adopted December 1991, amended November 2019*

**B. BOARD OF DIRECTORS**

1. NCSHLA Board of Directors meetings are open to any NCSHLA member unless the Board of Directors deems it necessary to have a closed-door meeting (*August 1976; amended November 2019*).
2. The new President shall hold an orientation meeting for new Board members and committee chairs. (*February 1980*)
3. Minutes shall be recorded in public and confidential segments. Public minutes shall be sent to Board members who will correspond with their prospective committee chairs. NCSHLA members may request the minutes from public Board meetings (*November 2019*).

**C. OTHER DUTIES OF OFFICERS**

In addition to duties specified in the Constitution and By-Laws:

1. The President Elect will email a summary of the Board meeting minutes to all Board members, who will then share the minutes with their prospective committee chairs. (*April 4, 1990; amended November 2019*)
2. The President-Elect is responsible for reviewing all NCSHLA policy documents (i.e., Policy Manual, Standing Rules, etc.) in June and recommending changes to the Board of Directors at his/her first

Board meeting in July. Changes will be presented to the Board of Directors in writing. (*August 1990; amended July 1991, April 1992, November 2019*)

3. The President Elect shall retain a master Policy Manual and will be responsible for making changes as approved by the Board (*November 2019*).
4. Board Vice Presidents shall summarize actions of the Board of Directors on the appropriate Committee Report Forms and communicate them to the respective committee chairs. The Past President will serve as chair of the Nominations Committee. (*May 1992; amended July 1993, July 1997, April 2003, November 2019*)

#### D. OTHER BOARDS AND ORGANIZATIONS

##### 1. ASHA Advisory Councils

One Audiology and one Speech-Language Pathology Advisory Councilor is elected via the ASHA election process to serve three-year terms. The terms are staggered. Each Advisory Councilor is charged with providing advice to the ASHA Board of Elections.

##### 2. Allied Health Professionals

The President or the President's designee may participate in activities of the Organization of Allied Health Professionals in ways appropriate to assure interprofessional cooperation and to assure that NCSHLA and the professions are represented in allied health issues affecting NCSHLA members. (*March 1984*)

##### 3. State Regulatory Boards

- a. The NCSHLA President shall maintain contact with state regulatory boards in order that the NCSHLA Board may recommend appointees on an appropriate schedule, may promote professional cooperation, and may otherwise participate in regulatory matters in ways congruent with North Carolina statutes.
- b. According to state law, NCSHLA may nominate individuals for regulatory board membership by submitting names to gubernatorial appointment committees. Names of nominees shall be submitted with the recommendation of a two-thirds majority of the NCSHLA Board. Any speech/language pathologist or audiologist nominated by the Board shall be a member of NCSHLA.

##### 4. Council of State Association Presidents

NCSHLA shall pay the annual CSAP membership fee.

#### E. DISCRIMINATION

The Association shall not discriminate on the basis of race, national origin, religion, age, sex, sexual orientation, handicapping condition, gender, or gender identification. All programs and activities of the Association shall be conducted in furtherance of this policy. (*November 2010*)

## SECTION 2: CENTRAL OFFICE POLICIES

### A. ESTABLISHMENT

The NCSHLA Central Office was established in July 1982 under the management of Baker Associates, 12 Wave Road, Chapel Hill, NC 27514. *(July 1982)*

### B. LOCATION

#### 1. History of a Physical Location for the Central Office:

- NCSHLA Central Office activities shall be conducted in the offices of Management Plus, 1821 Chapel Hill Road, Durham, NC 27707, Dr. Joan Troy, Director, until such time as the Board of Directors does not renew existing contracts and/or decides to move the Central Office to other facilities. *(April 1983)*
- Beginning in January 1, 1987, NCSHLA Central Office activities were conducted in the White/Holman House, 206 New Bern Place, Raleigh, NC 27611.
- Effective August 1, 1989, NCSHLA Central Office activities were conducted at 530 North Person Street, Raleigh, NC 27604.
- In December of 2019 the Board of Directors engaged in a restructure necessitated by the fiscal status of the Association. The mailing address moved from Raleigh to Greensboro. Volunteer members performed all the work of the Association as all paid positions were eliminated.

#### 2. In the absence of a physical location the Association (Board of Directors) will:

- maintain a published mailing address and identify an individual to retrieve mail and distribute it to appropriate individuals, e.g., all bills and payments distributed to the Vice President of Finance,
- charge the Finance Committee with handling all the fiscal activities of the Association,
- designate a location for the storage of documents and other materials, and
- allocate all necessary operations to appropriate individuals or committees.

#### 3. Physical location: The Board of Directors will endeavor to maintain either a physical location for the Association or engage a management agency (or other appropriate entity) to serve as the physical location. All decisions regarding the maintenance of a physical location are to be driven by the efficient and effective utilization of the resources of the Association with a focus on providing the services necessary to successfully fulfill the vision and mission of the Association.

#### 4. Fiscal Management: All fiscal management will be overseen by the Vice President of Finance, the Finance Committee, and, ultimately, the Board of Directors. These are detailed in another section of this Policy and Procedures Manual.

### C. PERMANENT RECORDS

The following Association documents (or copies) shall be retained as online documents in files designated for each:

1. Convention site contracts or other contracts.
2. Records of special contributions to or from the Association.
3. Other specified committee records (see individual committee policies).
4. All Association policy documents (i.e., Constitution and By-Laws, Standing Rules, Policy Manual, Articles of Incorporation, etc.). *(July 1982)*

### D. MASS MAILINGS

1. All mass mailings shall have Board approval. *(July 1979)*

### E. PERSONNEL

1. There will be no full-time paid Central Office staff(s) until such time that the Board of Directors deems necessary. *(January 1987; amended July 1994, November 2019)*
2. A part-time (20 hours per week) Office Assistant may be added to the staff. *(July 1994)*

3. An Events Coordinator may be added to the staff to coordinate convention and conference site selection, to plan other Association special events, and to act as a liaison between the Convention. *(December 1999)*

#### F. SOCIAL MEDIA

1. NCSHLA will maintain a web address and other social media outlets to enable communication between the Association and its membership. Board members will determine the content and an avenue for dissemination of information. Technical support and maintenance of the website will be provided by an outside designated agency. *(July 1998; amended November 2019)*

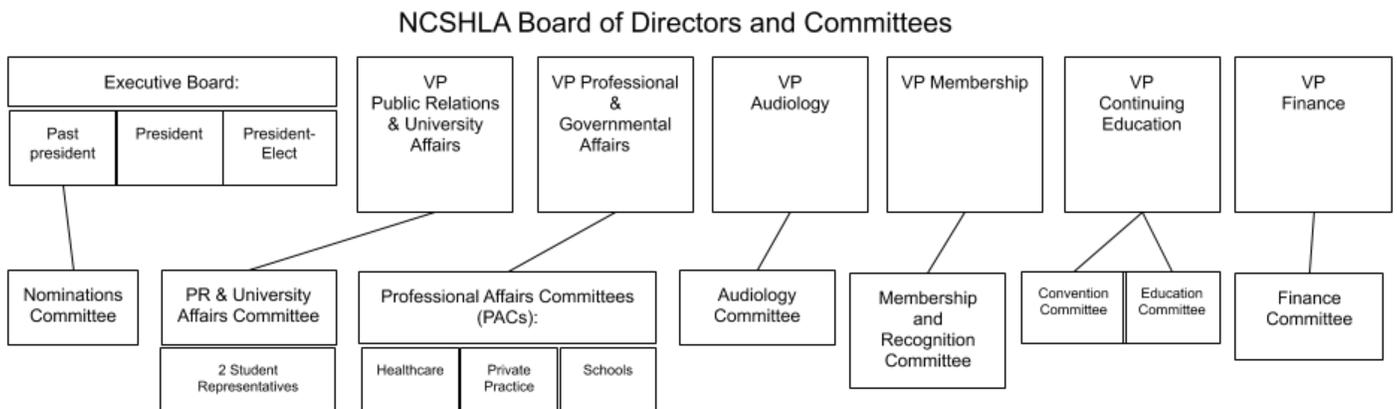
## SECTION 3: COMMITTEE/TASK FORCE POLICIES

### A. COMMITTEE APPOINTMENTS AND REPRESENTATION

1. Members may be appointed as ex officio members of committees. However, presidential appointment of Associates to committees is not mandatory. *(November 1976, amended November 2019)* According to Robert's Rules of Order, the term ex officio means simply that one is appointed by virtue of one's office. Ex officio members of committees have all the rights and privileges of committee members, including voting. Appointees designated as consulting, non-voting members have no vote in committee matters.
2. Committees shall be distributed across the state. Every effort will be made to ensure the composition of committees or task forces has wide geographic and discipline representation. *(November 2019)*

### B. STRUCTURE AND COMMITTEE FRAMEWORK

1. NCSHLA Board of Directors and Committees will operate under the following structure:



The Association will have nine standing committees *(November 2019)*:

- Executive Board
- Finance Committee
- Membership and Recognition Committee
- Convention Committee
- Education Committee
- Audiology Committee
- Professional & Governmental Affairs Committee
- Public Relations & University Affairs Committee
- Nominations Committee

### C. VICE PRESIDENT / COMMITTEE CHAIR RESPONSIBILITIES

1. Vice Presidents shall serve as Chairs of their respective committees. *(November 2019)*
2. Committee Chairs will maintain contact with the VP who is designated as the liaison between the Board of Directors and the committee, if he/she is not the Vice President. *(July 1979; amended July 1993 and November 2019)*
3. Chairs will obtain Board approval for all mass mailings.
4. Chairs will obtain approval from the President for e-communication.
5. Chairs will monitor committee expenditures, maintain complete records of activities and assume responsibility for fiscal management of funds allocated to the committee *(July 1979; March 1984; amended November 2019)*

6. Chairs will ensure that minutes of each committee meeting are taken (*December 1984; amended November 2019*)
7. Chairs will submit committee reports in written form to the Board in advance of Board meetings (*February 1991; amended November 2019*) and a yearly written report of committee activities in May (*December 1984; amended November 2019*).
8. Chairs will provide committee members with copies of pertinent Board meeting minutes. (*April 1993*)

#### D. COMMITTEES (*November 2019*)

##### 1. Executive Board

###### Membership:

The Executive Board shall be composed of the President (voting member and Chair), the Past-President, and the President-Elect. In addition, both internal and external stakeholders may be called in to participate in meetings as appropriate.

###### Duties:

The Executive Board shall act on behalf of the Board of Directors in NCSHLA matters needing immediate attention, including but not limited to issues of public relations, finances, budgeting, fund-raising, strategic planning, academic/professional/student/community affairs. The Executive Board will provide recorded minutes of each Executive Board meeting at the next Board of Directors meeting for further discussion, review, and approval. There will be a scheduled meeting monthly. Additional meetings may be called at the request of the Chair.

##### 2. Finance Committee

###### Membership:

The Finance Committee shall be composed of no fewer than three (3) and at most five (5) voting committee members elected from NCSHLA general membership. All members will serve staggered three-year terms and will be eligible for successive terms. The VP of Finance will serve as Chair.

###### Duties:

The Finance Committee is responsible for the fiscal management of the NCSHLA, as described in the By-Laws. In addition to the powers and duties explain in the By-Laws, the Finance Committee is also responsible for annual reassessment of membership dues, annual budget proposals, expenditure approvals exceeding \$500, investment of excess annual income, approval of agreements supported by monies from private companies, management of donated funds exceeding \$1,000, and interim committee reports at each Board of Directors meeting.

The Finance Committee will be responsible for the revision and updating of all documents related to the NCSHLA financial policies and procedures consistent with the NCSHLA By-Laws.

There will be a scheduled meeting monthly, two weeks prior to the scheduled Board of Directors meeting. Additional meetings may be called at the request of the Finance Committee Chair.

See also SECTION 5: FISCAL POLICIES.

##### 3. Membership Committee

###### Membership:

The Membership Committee shall be composed of no fewer than three (3) committee members elected from NCSHLA general membership. The VP of Membership will serve as Chair.

###### Duties:

The Membership Committee is responsible for overseeing all digital social media and digital publications to members, including the use of social media for promotional purposes and events and

maintaining oversight of quarterly publications which shall include any social media correspondence. The VP of Membership appoints chair of designated standing committee of Membership and Recognition which is responsible for any Association award. NCSHLA shall appropriate funds for awards as part of each fiscal year's budgetary process.

In addition, the Membership Committee:

- conveys membership concerns to the BOD;
- formulates and implements recruiting strategies for membership;
- collaborates with Public Relations and University Affairs Committee regarding benefits and retention of members;
- creates regional or statewide membership engagement events or opportunities;
- reports quarterly committee activities to the BOD

#### 4. Convention Committee

##### Membership:

This committee shall be composed of a chair, elected in the previous year as vice-chair by the voting membership, a vice-chair elected by the voting membership, and no fewer than three appointed members.

##### Duties:

This committee is responsible for planning the annual convention in accordance with the following:

- NCSHLA members who make convention presentations shall not be paid honoraria nor be reimbursed for convention expenses.
- All contracts with convention hotels shall be recorded in the minutes and shall be retained as online documents in a designated file (*January 1981; amended March 1984, November 2019*)
- Convention sites shall be approved by the Board and contracted at least two years in advance. Changes from already contracted sites shall be approved by the Board. (*March 1984*)
- As part of convention progress reports, the committee, in cooperation with the Education and Public Information Committee, shall recommend an annual fee schedule for all convention activities. Convention fees shall be approved by the Board. (*March 1984; reaffirmed February 1990*)
- Board and VP of Finance approval shall be obtained prior to entering into agreements for sponsored convention events supported by monies from private companies. (*February 1990*)
- Convention committee members may submit vouchers for registration fee reimbursement to the Central Office after the convention if their convention responsibilities prevented their attendance at sessions and other events. (*December 7, 1991*)
- Call for Papers presenters are limited to two items of audio-visual equipment. (*June 1997*)
- No student or professional research surveys will be conducted during the convention among convention attendees unless approved by the Board. (*December 1998; April 2013*)
- Registration fee is waived, for the day of their presentation only, for nonmembers who are invited to speak at conventions. (*August 2000*)
- Featured speaker expense reimbursement is limited to reasonable travel, accommodations, and up to \$50 per diem for meals. (*December 2000*)
- Reciprocal agreements for convention registration discounts may be established with other states' associations on a case-by-case basis. (*February 2001*)
- The Convention Committee will assist the ASHA CEU administrator with obtaining all required disclosure and conflict of interest forms as mandated by CEU awarding agencies including ASHA, AAA, DPI, HADFB, and ABA and any other regulating agency requiring documentation of CEU activity. (*amended April 2013*)

## 5. Committee on Education and Public Information

### Membership:

The Membership Committee shall be composed of no fewer than three (3) committee members elected from NCSHLA general membership. The VP of Continuing Education will serve as Chair.

### Duties:

- a. This committee shall consider matters pertaining to education about communication disorders including but not limited to pre-professional and professional education; continuing education; public and consumer education; and NCSHLA publications.
- b. This committee is responsible for CEUs at the NCSHLA-sponsored continuing education events. The committee will adhere to CEU policies and procedures as set forth by ASHA, the State Department of Public Instruction, North Carolina Board of Examiners in Speech-Language Pathology and Audiology, AAA, ABA, & HADFP, respective to the CEU recipient.
- c. This committee is responsible for planning invited speakers for the Annual Convention and one-day SLP workshops.
- d. The Executive Secretary of the Education Committee is responsible for the following: (1) obtaining prior approval of CEU activities from relevant CEU-awarding bodies; (2) distribute the required CEU forms to activity participants; (3) submit the required CEU forms to CEU-awarding bodies following the convention; (4) ensure timely payment of the annual continuing education sponsor fees; (5) preparation of the necessary sponsor renewal reports; and (6) maintain all CE records, including but not limited to CEU completion.
- e. This committee will present awards, with the approval of the Board, for the best public information campaigns or projects during each year.

## 6. Audiology Committee -- See SECTION 4: AUDIOLOGY MEMBERSHIP AND AUDIOLOGY COMMITTEE

## 7. Professional & Governmental Affairs Committee

### Membership:

The Professional & Governmental Affairs Committee shall be composed of three (3) to four (4) committee members appointed by the President of NCSHLA from the general membership. These committee members will consist of the following: a State Education Advocacy Leader (SEAL), a State Advocate for Medicare Policy (StAMP), a State Advocate for Reimbursement (STAR), and a representative from Private Practice. The VP of Professional & Governmental Affairs Committee will serve as Chair.

### Duties:

This committee shall undertake activities that will protect NCSHLA members. It considers matters relating to the delivery of professional services to the communicatively impaired, including but not limited to professional practices, quality assurance issues, ethics, specific practice setting issues, and reimbursement policies and practices. (September 1988) The committee will:

- Develop, implement and organize advocacy outreach programs, events, and/or materials that promote the mission and vision of the Association
- Meet monthly and report to the BOD and the lobbyist on committee activities

## 8. Public Relations & University Affairs Committee

### Membership:

The Public Relations & University Affairs Committee shall be composed of no fewer than three (3) voting committee members elected from NCSHLA general membership and two (2) non-voting student

representatives. All members will serve staggered two-year terms and elected NCSHLA members will be eligible for successive terms. The VP of Public Relations & University Affairs will serve as Chair.

Duties:

The Public Relations & University Affairs Committee is responsible for promoting the professions and increasing public awareness regarding issues related to speech-language, swallowing, and hearing disorders. The committee will:

- Build and maintain relationships with organizations and individuals that support the goals of the Association
- Consider, develop, implement and organize outreach programs, events, and/or materials that promote the mission and vision of the Association
- Collaborate with the Membership and Recognition Committee regarding social media engagement and publicity material that maintains a favorable image of the professions and the Association
- Consider and develop engagement opportunities for North Carolina universities with CSD programs
- Oversee the application and selection process of two student representatives to a two-year term as non-voting members of the NCSHLA Board of Directors
- Coordinate the student Knowledge Bowl at the Annual Convention
- Coordinate volunteers for events
- Meet monthly and report to the BOD on committee activities

#### 9. Nominations Committee

Membership:

This committee is composed of a chair, who is the current Past President of the Association, and three (3) voting committee members selected from NCSHLA general membership.

Duties:

This committee is responsible for developing and presenting to the membership a slate of candidates for office. This committee will:

- Solicit nominations from the membership.
- Develop a slate of nominees. One per vacancy.
- Review credentials and membership status.
- Present the slate to the Board of Directors.

#### F. TASK FORCES

The Board of Directors may appoint one or more task forces, which may or may not include members of that committee, to undertake specific tasks necessary to the various committees' deliberations. Such task forces must have finite terms, be charged with specific tasks, and report directly to the committee for which the task is being completed.

#### G. PROFESSIONAL AND PRACTICE CAUCUSES

Professional and Practice Caucuses (PPCs) are governed by Sections H and I of the NCSHLA Standing Rules. Any policy changes relating to PPCs must be accomplished through changes in the Standing Rules.

## **SECTION 4. AUDIOLOGY MEMBERSHIP AND AUDIOLOGY COMMITTEE**

### **A. ESTABLISHMENT**

As of July 2019, audiology members are represented as individual constituents within the NCSHLA and are formally represented by the Audiology Advisory Committee and its Chair, the Vice President of Audiology.

### **B. REPRESENTATION**

1. The Vice President of Audiology serves as a voting member of the Board of Directors of the North Carolina Speech, Hearing and Language Association (July 1, 2019).
2. The Vice President of Audiology serves as the chair of the Audiology Advisory Committee and schedules regular conference calls with the advisory committee.
3. The Audiology Advisory Committee will work with the NCSHLA Spring Convention Committee to assist in planning the audiology/hearing rehabilitation track of the spring conference.

### **C. ANNUAL MEETING**

The annual meeting of audiology membership and the Audiology Advisory Committee will be held during each year's Annual Spring Convention.

**SECTION 5. COMMUNICATION POLICIES**  
*(Adopted November 2019; Formerly PUBLICATIONS POLICIES)*

**A. GENERAL INFORMATION**

1. NCSHLA's primary method of correspondence will be electronic, via emails / e-blasts and/or social media posts. All paper mailings must be approved by the Board of Directors.
2. "Social media" refers to any tool or service that facilitates conversations over the internet. Social media applies not only to traditional big names, such as Facebook, Twitter, and Instagram, but also applies to other platforms that include user conversations, including YouTube, blogs and wikis.
3. All submissions to be shared via email or social media will be reviewed by the VP of Public Relations, VP of Membership, or an Executive Board member, to ensure that the submission upholds the standards and ethics of the American Speech-Language Hearing Association, the NC Board of Examiners in Speech-Language Pathology & Audiology, and NCSHLA.
4. VPs of Membership, Public Relations or Executive Board members may consult with and seek approval from the Board of Directors, if they so choose, to assist in making a determination about what is shared.
5. All items should be proofread, free of spelling and grammatical errors, and clearly pertain to the professions of audiology and speech-language pathology. *(December 2010, amended November 2019)*
6. Submissions for e-blasts should be made directly to [info@ncshla.org](mailto:info@ncshla.org) for consideration.
7. The Board of Directors reserves the right to refuse distribution for any reason. *(December 2010, amended November 2019)*

**B. SOCIAL MEDIA**

1. Individuals using NCSHLA social media accounts must be approved by the Board of Directors.
2. All social media posts must be approved by the VP of Membership, VP of Public Relations, or Executive Board.
3. Terms and conditions for social networking sites must be followed.
4. Acceptable posts to NCSHLA social media must achieve at least one of the following goals:
  - a. Engage and capture public attention to connect with and build a community of supporters
  - b. Educate the public about the professions
  - c. Build the NCSHLA brand and manage the reputation of the organization
  - d. Recruit NCSHLA members and volunteers
  - e. Advertise NCSHLA-sponsored events

**C. PROFESSIONAL DEVELOPMENT INFORMATION**

General and registration information for Annual Convention and NCSHLA-sponsored professional development opportunities will be sent via email to all North Carolina licensees, all ASHA members in the state, and all public school speech/language pathologists and audiologists in the state, as well as posted to NCSHLA social media outlets. *(November 1980; amended April 1994, June 2002, November 2019)*

**D. MEMBERS-ONLY EMAILS**

The following information will be distributed via email only to active NCSHLA members:

- Legislative updates from the NCSHLA lobbyist
- Information, policy updates, and/or training offered by NCSHLA PACs
- Advice, tips, or helpful information pertaining to the professions

## SECTION 6. FISCAL POLICIES

**FISCAL YEAR:** The Fiscal Year of the Association shall be July 1st - June 30th.

### **BUDGET:**

- I. Budget Calendar. The budget year shall be the same as the fiscal year of the organization.
- II. Budget Format. The budget shall be in a format consistent with standard accounting practices and amenable to quick and accurate review/audit.
- III. Budget Process.
  - A. Presentation of Budget. The VP of Finance shall present a general annual budget for the operation of the organization to the board of directors for action no later than the June board meeting each year.
  - B. Board action. The board of directors will receive the report and recommendation of the VP of Finance and adopt a budget based thereon.
  - C. Administration of Budget. Written documentation of expenses shall be provided to the organization's Board Designee (e.g. President; VP of Finance; Finance Committee Member; Administrator; Executive Secretary; Management Company) for payment of budgeted expenses. Expenses not anticipated and approved by the budget (either in type or amount) shall be referred to the board for review and direction as to payment.

### **BANK ACCOUNTS**

- I. Creation. The organization shall maintain such bank accounts and investments as consistent with the organization's investment policy and as authorized by the board of directors from time to time.
- II. Reconciliation. The VP for Finance shall review the monthly account statement (paper or online) and compare that with the financial records of the organization to ensure accuracy. The Finance Committee shall oversee this process and report the results to the Board of Directors as needed but not less than quarterly.
- III. Signature Authority. The following individuals have signatory authority on NCSHLA bank accounts: The President, VP for Finance, and any Board Designee
- IV. Transfer of Funds. No funds shall be transferred by the Board Designee to or from investment accounts (excluding transfers to and from a money market account) without approval of the board of directors.
- V. Bank Accounts. No financial accounts or credit cards may be opened without written permission by the Board of Directors.

### **RECEIPTS**

- I. General. All organizational receipts for deposit shall be sent directly to the Board Designee for handling. In the event another individual receives receipts for deposit, they shall be mailed to the Board Designee for deposit into the organization's bank account.
- II. Recognition of Income. Revenue will be recognized over the period to which it relates. Such amounts earned, but not received, will be reported as receivables. Such amounts received, but not earned, will be reported as deferred revenue.
- III. Accounts Receivable. All receivables shall be treated as fully collectible.
- IV. Checks. All checks shall be restrictively endorsed immediately upon receipt whether by the Board Designee or the VP of Finance with the notation, "For Deposit Only, [Bank Name], [Account Number]." Copies will be made of all checks received and they, together with any corresponding invoices to which they pertain, will be maintained by the Board Designee.
- V. Cash. All receipts of cash will be accompanied by the issuance of a cash receipt by the Board Designee or any of its agents in a position to accept cash. The cash receipts shall be sequentially

numbered and indicate the amount received, the purpose of the receipt, and be signed by the individual who received the cash on behalf of the organization. The Board Designee shall maintain control of the cash receipts book at all times.

- VI. Deposits. All funds received for deposit by the Board Designee shall be promptly recorded and deposited into the organization's checking account within a week of receipt. Deposits shall be made intact and cash shall not be returned upon deposit.

## **DISBURSEMENTS**

- I. Disbursements. Except as provided in the section below pertaining to Debit Cards, all disbursements shall be made by pre-numbered checks.
- II. Cash Disbursement Vouchers. Documentation shall be prepared for each invoice or request for reimbursement that details the date of the check, check number, payee, amount of check, and description of expense account(s) to be charged. Invoices or accompanying receipts will be attached as backup to the check stub.
- III. Checkbook. The Board Designee shall maintain the organizational checkbook. Signatories to the organizational checking account shall be the President and the Board Designee. All individuals with signatory authority must be authorized by appropriate resolution of the board of directors.
- IV. Check Preparation and Issuance. The Board Designee shall be responsible for preparing and processing all checks to vendors. The Board Designee responsible for preparation and processing of checks shall not have signature authority over the checking account. Checks shall be mailed promptly upon signature and after all authorizations are received.
- V. Disbursement Authorization. The Board Designee is authorized to make payments from the operating account for expenses within the approved budget up to and including \$5,000. Payments for unbudgeted expenses and payments for budgeted expenses above \$500 must be authorized in writing by the VP of Finance.
- VI. Debit Cards. The organization may maintain debit cards to allow debit transactions on the organization's checking account. Use of organization debit cards shall be strictly limited to payment of legitimate expenses of the organization. In no event shall a debit card be used as an ATM card or otherwise to obtain cash. To the extent reasonably possible, all debit card users shall notify the Board Designee of anticipated uses of the debit cards so sufficient funds can be transferred into the organization's checking account to cover future debit transactions. As soon as practicable, but no later than ten business days following the use of a debit card, the debit card user shall send supporting documentation for each debit card transaction to the Board Designee.
- VII. Expense Verification. Before signing any check, all check signatories shall review invoices and supporting documentation to verify that it is a legitimate expense of the organization. The Board Designee shall verify vendor invoices for accuracy in quantities ordered and received, the prices charged, and overall clerical accuracy. All paid invoices and supporting documentation shall be stamped "paid" to avoid duplicate payment and shall include the date of payment and number and amount of the check. Invoices from unfamiliar or unusual vendors shall be reviewed and approved by the VP of Finance before payment.
- VIII. Expense Reimbursements. Requests for reimbursement of expenses incurred by board members or members on behalf of the organization shall be checked for mathematical accuracy and reasonableness before approval. All requests for reimbursement shall be supported by receipts or other appropriate documentation and shall include a statement of the purpose for which the expense was incurred.
- IX. No Cash Transactions. Checks shall not be made out to "cash" nor shall checks be signed in blank.
- X. Voided Checks. Voided checks shall be defaced and kept on file.

- XI. Prepaid Expenses. Expenses related to meetings and conferences to be held in future periods will be classified as prepaid expenses and will be recognized as expenses in the period during which the meeting or conference occurs.
- XII. Unpaid Invoices: Unpaid invoices shall be maintained in an unpaid invoice file.

## **RECORDS AND FINANCIAL REPORTING**

- I. General. The Board Designee shall create and maintain all financial records. All such records shall be open to review by the VP of Finance, Members of the Finance Committee, other members of the board, and other authorized agents of the organization at all times.
- II. Monthly Financial Reports. On a monthly basis as soon as practicable after receipt of the monthly bank account statement and reconciliation of the internal financial records to the bank account statement, the Board Designee shall provide to the VP of Finance the following reports, who shall, in turn, promptly report in writing on the state of the organization's finances to the board:
  - A. A Statement of Activities showing monthly financial activity and reflecting beginning account balances, a detailed list of all cleared checks and other debits, a detailed list of all cleared deposits and other credits, ending account balances, a detailed list of all outstanding but uncleared debit or credit transactions, and ending book balances. In addition, the monthly Statement of Activities shall report year-to-date financial activity and show variances compared to the annual budget. The VP of Finance shall, after reviewing the same, cause the monthly Statement of Activities to be forwarded to all officers and directors of the organization to be considered as part of the agenda of the next meeting of the board.
  - B. A copy of the monthly bank statement reflecting all checking account and other account activity, and any other monthly statements pertaining to the deposit or investment of organization funds. (Online bank statements can function in lieu of a paper statement. All bank statements must be available for twelve months prior in the event an account is closed.)
  - C. Documentation shall be maintained of all checks or other documents resulting in the debit of funds from any organization financial account. Documentation shall be maintained of all deposits or transfers of funds into any organization financial account. The VP of Finance shall be provided with all information relating to deposits and debits on a monthly basis accompanying the monthly bank reconciliation.
  - D. A Reconciliation Detail report showing the reconciliation between the check register and the monthly bank statement.
- IV. Annual Financial Reports. On an annual basis as soon as practicable after receipt of the monthly bank account statement for the twelfth month of the fiscal year, the Board Designee shall provide to the VP of Finance the following reports:
  - A. Annual Profit and Loss Statement showing income and expenses by budget category;
  - B. End of Year Balance Sheet showing all organizational assets and liabilities as of the last day of the fiscal year; and the VP of Finance or Board Designee shall cause copies of all annual financial reports to be provided promptly to all members of the board.
- V. Publication of Annual Financial Reports. Annual financial reports of the organization shall be made available to any member who requests the same.
- VI. Other Financial Reports. The Board Designee shall provide financial reports of all member meetings, including preliminary budgets and interim and final reports of income and expenses.
- VII. Form 990 reporting. The Board Designee shall be responsible for supplying such financial records to the organization's outside auditor as are necessary for the timely filing of the organization's annual IRS Form 990. The VP of Finance will review and sign the 990 when it is ready to be filed.

## AUDIT COMMITTEE AND ANNUAL FINANCIAL REVIEWS

- I. Audit Committee. The Finance Committee as a whole shall act as an Audit Committee to fulfill its oversight responsibilities with respect to the audit of the organization's books and financial records and ensure a system of internal controls that the organization has established. The Board shall annually hire an independent external auditor to audit the financial records every third year.
- II. Audit Committee Responsibilities. The Audit Committee's responsibilities **may include**:
  - A. Acting as liaison to the organization's external auditor.
  - B. Selection and review of the independent external auditor and review of the fees to be paid for services rendered by the external auditor and each proposed audit plan developed by management and the external auditor
  - C. Review with the independent external auditor of the organization's financial statements and reports.
  - D. Review and evaluation of the Board letter (if any) received from the independent external auditor and discussion of recommendations for any changes necessary to remedy problems identified in the letter.
  - E. At the completion of the audit, review the audit fieldwork process with the auditor. Obtain an understanding of the auditor's evaluation of management and whether the auditor encountered any difficulties or had any disagreements with management during the audit. Review all journal entries proposed by the auditors.
  - F. Interact with the Board to implement and monitor the internal control structure and to take steps to insure that the possible risks of fraud or embezzlement are mitigated.
  - G. Ensure that proper federal and state tax filings are completed timely.
  - H. Understand the organization's internal controls and have policies in place to update them as needed.
  - I. Identify and monitor related party transactions and review the conflict of interest, ethics and related party disclosure policies periodically and update as needed.
  - J. Monitor any legal matters that could impact the financial health and reporting of the organization.
  - K. Institute and oversee any special investigatory work as needed.
  - L. The Board Designee shall cooperate by providing the outside auditor access to such books and records of the organization as are necessary to carry out the audit function.

## SPECIAL DISBURSEMENTS

1. An annual fee shall be paid to ASHA for approval of NCSHLA as a CEU sponsor. The Education and Public Information Committee will recommend CEU fees for each event for Board approval. (*March 1981*)
3. A CEU fee shall be paid to the North Carolina Hearing Aid Dealers and Fitters Board for sponsor approval for each qualifying event. The Education and Public Information Committee will recommend CEU fees for each event for Board approval.
4. An amount recommended by the Committee on Finance shall be budgeted annually to subsidize the NCSHLA President's and President-Elect's participation in the fall and spring CSAP meetings each year, respectively. If the President is unable to attend, the subsidy shall be extended to the President-Elect and then may, at the Board's discretion, be made available to another Board designee if the primary administrative officers are unable to attend. (The first such amount was \$400 budgeted in September 1982). (*March 1984; revised April 1993*)
5. NCSHLA shall appropriate funds for scholarships and awards as part of each fiscal year's budgeting process.

6. NCSHLA may sponsor, or co-sponsor with other state associations, an open house at each annual ASHA convention, with funds to be raised through university and private contributions. *(June 2, 2001)*

### **REIMBURSEMENT FOR BOARD AND COMMITTEE EXPENSES**

1. The VP of Finance and committee chairs shall keep copies of vouchers submitted for committee expenses. *(July 1979)*
2. NCSHLA members shall be reimbursed for Association-related travel at a rate established by the Board of Directors. The reimbursement rate may be changed as necessary. *(July 1979)*
3. In 1982, the travel reimbursement rate was set at 44 cents per mile. *(September 1982; revised April 7, 2007)*
4. All members seeking reimbursement will submit a NCSHLA reimbursement voucher-- with documentation, receipts and committee chair's signature--for approval and payment. An exception to this is mileage allowance, which may be documented by records of meeting attendance. The VP of Finance will submit approved vouchers to the Central Office for reimbursement to members. *(September 18, 1982; revised 1989)*
5. Disbursement vouchers must be filed within 30 days after the expense is incurred. Vouchers received after the 30-day limit will be reviewed by the Finance Committee and payment made at the committee's discretion. *(December 1984; revised May 1988)*
6. No member expenses will be reimbursed after June 30 for expenses incurred during the previous fiscal year. *(December 1984; amended as underlined May 1988)*

### **INVESTMENTS**

1. The VP of Finance is authorized to investigate alternative sources of investment for a maximum investment of \$5000. *(July 1979, November 2019).*
2. Investments shall be consonant with sound investment practices recommended by a licensed investment counselor. The President, Board Designee, and VP of Finance have the authority to sign investment documents, with Board approval of investment decisions. *(July 1979; revised May 1988).*
4. It is a goal of the Association to maintain between 35% and 50% of the operational budget in reserve, depending on the current size of the budget (i.e., as the budget increases, the percentage of necessary reserve decreases). *(March 1987)*
5. The Finance Committee will review the investments periodically and make recommendations for change to the Executive Committee of the Board. The Executive Committee will have authority to execute changes in investments, with the Board being notified of these changes at its next meeting. *(March 1987)*

### **MEMBERSHIP LIST SALES**

1. NCSHLA agrees to sell a set of mailing labels for the following fees:
  - a. NCSHLA member \$ 50
  - b. University or AHEC program \$ 50
  - c. Non-member \$100
2. Procedures for sale of a set of mailing labels:
  - a. written request delineating any subsets of the membership desired,
  - b. sample of the mailing planned, and
  - c. mailer must advertise an educational opportunity, not sales or recruitment.
3. All purchasers agree to abide by the stipulations of the agreement. *(December 1981; revised July 1993)*

### **CASH HANDLING**

All cash shall be deposited within 10 days of receipt. Monies received at the convention shall be totaled daily and deposited in the Association account daily, except for \$100 in operating funds. *(September 1982)*

## **CONTINGENCY FUND USE**

1. Contingency funding will be included as a line item for budget sub-groups. *(September 1982; revised 1989)*
2. Any committee wishing to exceed its current budget must, with the appropriate Board liaison, make a joint written request to the Board for contingency funding, specifying the amount required and the rationale for expenditures. Expenses may not be incurred without prior authorization. Any expense incurred without proper authorization will be the personal responsibility and liability of the members involved. *(September 1982)*

## **SOLICITATIONS**

1. NCSHLA and its sub-groups shall not solicit funds from any source outside the Association without the express approval of the Board for such solicitation to support specific projects or events. *(September 1982)*
2. Proposals for fund-raising/donation activities by NCSHLA members shall be presented in writing to the Board for discussion and action prior to any solicitation. The proposal will contain a statement of purpose, budget, liability, and allocation of proceeds. The Board will respond, in writing, to the author of the proposal and other contributors regarding its decision. If approved, the Board will monitor the progress of the activity. *(May 1988)*

## **CONTRIBUTIONS**

1. The Association may accept monetary contributions from university student groups. *(September 1982)*
2. NCSHLA may make monetary contributions to other organization, projects, or agencies with the approval of a two-thirds majority of the Board of Directors. Records of such contributions and related correspondence shall be kept in a Central Office file designated for that purpose. *(March 1984)*

## **CHECKS WITH INSUFFICIENT FUNDS**

1. Upon receipt of a check with insufficient funds, the Board financial designee shall notify the issuer in writing of NCSHLA's policies, which are:
  - a. The issuer shall be immediately informed in writing that the check did not clear.
  - b. The issuer shall have 30 days in which to replace the insufficient funds. The issuer shall be informed in writing that a cashier's check or money order for the original amount plus a processing fee must be supplied to replace the bad check. Upon receipt of the designated amount, the original check will be returned to the Issuer.
  - c. If the check is not made good within the 30-day time limit, NCSHLA shall:
    - (1) terminate all membership privileges.
    - (2) give the issuer's name and check amount to a credit reporting agency.
    - (3) notify the issuer in writing of actions (1) and (2). *(September 1982; revised March 1984)*
2. The processing fee charged for returned checks shall be \$35. *(April 8, 1994, April 2012)*

## **SECTION 7. AFFILIATE POLICIES**

A. A formal request in writing is made to the NCSHLA Board of Directors by an applicant organization. The NCSHLA Board will consider an affiliate application at the next scheduled meeting following receipt of the application. A vote to approve or reject the application may occur at that meeting or a subsequent meeting if additional information is needed.

B. The application must include information on:

1. the applicant organization's internal approval of the request via its charter, rules, or constitution.
2. the purposes and goals of the applicant organization (which must be compatible with those of NCSHLA).
3. the geographical area represented by the applicant organization.
4. the length of time the applicant has been a formal organization.
5. the membership composition of the applicant organization.
6. the purpose for requesting affiliate status.
7. a statement of anticipated costs and benefits to the memberships of both organizations.
8. any possible conflicts of interest between the two organizations.

C. Benefits to affiliate:

1. public recognition of the affiliate status.
2. meeting space provided, if available, at affiliate's expense, at state meetings.

D. As of October 10, 2000 (and affirmed November 2019), NCSHLA recognized one affiliate: The North Carolina Association of Supervisors in Speech/Language Pathology and Audiology (NCASSPA).

## **SECTION 8. TERMS OF USE AGREEMENT FOR OUR WEBSITE**

### **A. AGREEMENT BETWEEN THE NORTH CAROLINA SPEECH, HEARING AND LANGUAGE ASSOCIATION, INC. AND USER**

This is a binding agreement (“Agreement”) between The North Carolina Speech, Hearing and Language Association, Inc. (“NCSHLA”) and you, the user (“You” or “Your”). NCSHLA’s Website, [www.ncshla.org](http://www.ncshla.org), is offered to You conditioned on Your acceptance, without modification, of the terms, conditions, and notices contained herein. By using NCSHLA’s Website, You confirm Your acceptance of, and agree to be bound by, this Agreement and all such terms, conditions and notices.

### **B. MODIFICATION OF THESE TERMS OF USE**

NCSHLA RESERVES THE RIGHT TO CHANGE THE TERMS, CONDITIONS AND NOTICES UNDER WHICH NCSHLA’S WEBSITE IS OFFERED. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS AND CONDITIONS. YOUR NON-TERMINATION OR CONTINUED USE OF NCSHLA’S WEBSITE AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.

### **C. NO PROFESSIONAL ADVICE**

The information and materials available through NCSHLA’s Website is for information and educational purposes only and is not a substitute for the professional judgment of health care professionals in diagnosing and treating patients. The medical, scientific and general information included on NCSHLA’s Website may reflect innovations and opinions not universally shared and does not necessarily reflect the view of NCSHLA. NCSHLA DOES NOT GIVE MEDICAL ADVICE, OR PROVIDE MEDICAL OR DIAGNOSTIC SERVICES. YOUR RELIANCE UPON INFORMATION AND MATERIALS OBTAINED BY YOU AT OR THROUGH NCSHLA’S WEBSITE IS SOLELY AT YOUR OWN RISK.

### **D. PRIVACY POLICY**

Because your privacy is important to you and to NCSHLA, NCSHLA will operate NCSHLA’s Website in accordance with its Privacy Policy, which is incorporated into this Agreement by this reference and which may be viewed by following this link to the Privacy Policy. BY CONSENTING TO THE TERMS OF USE AGREEMENT FOR NCSHLA’S WEBSITE, YOU CONSENT TO THIS PRIVACY POLICY.

### **E. USAGE OF NCSHLA WEBSITE**

As a condition of Your use of NCSHLA’s Website, You represent and warrant to NCSHLA that You will not use NCSHLA’s Website for any unlawful purpose or in any manner prohibited by this Agreement’s terms, conditions and notices. You represent and warrant that You will not use NCSHLA’s Website in any manner which could damage, disable, overburden or impair NCSHLA’s Website or interfere with any other party’s use and enjoyment of NCSHLA’s Website.

The NCSHLA Members Only portion of NCSHLA’s Website (“Members Only Site”) will be accessible only to dues paying members of NCSHLA (“Members”). All Member information provided to NCSHLA and posted on NCSHLA’s Website, including without limitation name, title, address, phone number, fax number, and email address, must be reasonably current, accurate and complete. If NCSHLA at any time discovers any error or omission in the information You provide, NCSHLA may in its sole discretion terminate the right to access and use the Members Only Site by any Member. You may not permit anyone other than Yourself to use Your NCSHLA Member information to access any portions of NCSHLA’s Website which are restricted to Members only, and You are responsible for the acts or omissions by third parties who are under Your control for their use of the Members Only Site, and for any damages incurred by You as a result thereof.

NCSHLA's Website may contain forums, news groups, bulletin board services and other facilities that permit You to communicate with other NCSHLA Members. You agree to use the NCSHLA Website only to post, send and receive messages and materials that are appropriate and related to the facility or service. By way of example, and not as a limitation, You agree that when using NCSHLA Website, You will not:

- Violate any applicable laws or regulations;
- Upload information that contains material protected by intellectual property laws, including without limitation material protected by patent, copyright, trademark (such as NCSHLA's logo), or trade secrets, or by rights of privacy of publicity unless You own or control the rights thereto or have received all necessary consents;
- Falsify or delete author attributions, legal or other proper notices or proprietary designations indicating the origin or source of information that is uploaded or downloaded from NCSHLA's Website;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Harass, abuse, threaten or otherwise violate any legal rights of others;
- Upload viruses, corrupted files or any other software or information that may damage the operation of another's computer or network;
- Use NCSHLA's Website for commercial purposes, including, but not limited to, advertisements, promotions, offers to buy or sell goods or services, surveys, contests, pyramid schemes, or sponsorship banners;
- Use NCSHLA's Website to forward chain letters;
- Permit anyone other than Yourself to use Your NCSHLA Member information to access any portions of NCSHLA's Website which are restricted to Members only; or
- Violate any of NCSHLA's policies, guidelines or other codes of conduct which are applicable to NCSHLA's Website.

NCSHLA reserves the right at all times, in its sole discretion, refuse to post, to edit or to remove any information or materials from NCSHLA's Website, regardless of whether such material does or does not violate this Agreement or any of NCSHLA's policies, guidelines, or other codes of conduct which are applicable to NCSHLA's Website.

## F. SECURITY

The Members Only Site is intended by NCSHLA to require a user identification and password to access and use. You are solely responsible for (1) maintaining the strict confidentiality of the user identification, passwords and codes ("Member Information") assigned to You; (2) charges, damages or losses that may be incurred or suffered as a result of Your or Your personnel's failure to maintain the strict confidentiality of Member Information; and (3) promptly informing NCSHLA in writing of any need to deactivate and replace any Member Information due to security concerns. NCSHLA is not liable for any harm related to the theft of Your Member Information, Your disclosure of Your Member Information, or Your authorization to allow another person or entity to access and use the Members Only Site using Your Member Information. You agree to notify NCSHLA immediately as soon as You become aware of any unauthorized use of Your Member Information. Notice to NCSHLA under this section of the Agreement may be accomplished by sending e-mail to [info@ncshla.org](mailto:info@ncshla.org) or by conventional mail to:

NCSHLA - Web  
P.O. Box 38803  
Greensboro, NC 27438

## G. COPYRIGHT AND TRADEMARK OWNERSHIP, NOTICES AND INFRINGEMENT

NCSHLA does not claim ownership of the individual materials or information You may provide to NCSHLA, including without limitation feedback, suggestions, posts, uploads, inputs, or submissions to NCSHLA's Website. However, if You provide such materials or information to NCSHLA:

- You are warranting and representing that You own or otherwise control all of the rights to Your materials or information, including, without limitation, all the rights necessary for You to provide, post, upload, input or submit the materials or information; and
- You are granting NCSHLA, its affiliated entities and necessary sublicensees permission to use Your materials or information, including without limitation the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, make derivative or collective works, translate and reformat the materials or information, and to publish Your name in connection with Your materials or information. NCSHLA will not pay You compensation with respect to the use of Your materials or information. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information from NCSHLA's Website, without the prior written permission of NCSHLA. For information, contact

NCSHLA - Web

P.O. Box 38803

Greensboro, NC 27438

Any rights not expressly granted herein are reserved.

#### H. LINKS TO THIRD PARTY WEBSITES

NCSHLA's Website may contain links to third party Websites. The third party Websites are not under the control of NCSHLA, and NCSHLA is not responsible for the contents of any third party Websites, and the inclusion of any link is as a convenience and does not imply endorsement by NCSHLA of the sites or any association or relationship with its operators.

#### I. TERMINATION

NCSHLA reserves the right in its sole discretion to terminate Your access to NCSHLA's Website at any time without notice for any reason whatsoever.

Provisions of this Agreement which by their nature are intended to survive termination or expiration of this Agreement will survive any termination of this Agreement, including but not limited to the representations and warranties contained herein.

#### J. COMPLIANCE WITH APPLICABLE LAWS

NCSHLA reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

#### K. GENERAL DISCLAIMERS, EXCLUSION OF DAMAGES, AND LIMITATION OF LIABILITY

THE INFORMATION AND SERVICES INCLUDED IN OR AVAILABLE THROUGH NCSHLA'S WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. NCSHLA MAY MAKE IMPROVEMENTS AND/OR CHANGES IN NCSHLA'S WEBSITE AT ANY TIME. ADVICE RECEIVED VIA NCSHLA'S WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS, AND YOU SHOULD CONSULT AN

APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE. YOUR SOLE AND EXCLUSIVE REMEDY IF YOU ARE DISSATISFIED WITH ANY PORTION OF NCSHLA'S WEBSITE IS TO DISCONTINUE USING NCSHLA'S WEBSITE. NCSHLA IN NO EVENT UNDER ANY CIRCUMSTANCES WHATSOEVER SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, COMPENSATORY, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF NCSHLA'S WEBSITE, WITH THE DELAY OR INABILITY TO USE

NCSHLA'S WEBSITE THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SERVICES OR GRAPHICS OBTAINED THROUGH NCSHLA'S WEBSITE, SECURITY BREACHES, OR OTHERWISE ARISING OUT OF THE USE OF NCSHLA'S WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF NCSHLA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ALSO IN PARTICULAR, IN NO EVENT SHALL NCSHLA BE HELD LIABLE FOR ANY DIRECT, INDIRECT, COMPENSATORY, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE INFORMATION PROVIDED ON NCSHLA'S WEBSITE, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE USE OF TECHNIQUES OR PROCEDURES DISCUSSED ON NCSHLA'S WEBSITE.

Some jurisdictions do not permit the exclusion or limitation of implied warranties or the exclusion of certain types of damages. Therefore, if and only if required by applicable law, some of the foregoing exclusions may not apply to You.

#### L. INDEMNITY

YOU AGREE TO INDEMNIFY NCSHLA FROM AND AGAINST ANY AND ALL LIABILITIES, EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) AND DAMAGES ARISING OUT OF CLAIMS BASED UPON YOUR USE OF NCSHLA'S WEBSITE, INCLUDING WITHOUT LIMITATION ANY CLAIM OF LIBEL, DEFAMATION, VIOLATION OF RIGHTS OF PRIVACY OR PUBLICITY, LOSS OF SERVICE BY OTHER MEMBERS AND INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER RIGHTS. NCSHLA WILL NOTIFY YOU PROMPTLY OF ANY CLAIM FOR WHICH NCSHLA SEEKS INDEMNIFICATION AND WILL AFFORD YOU THE OPPORTUNITY TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM, PROVIDED THAT YOUR PARTICIPATION WILL NOT BE CONDUCTED IN A MANNER PREJUDICIAL TO NCSHLA'S INTERESTS, AS REASONABLY DETERMINED BY NCSHLA.

#### M. GOVERNING LAW

This Agreement is governed by the laws of the State of North Carolina, USA. You hereby consent to the exclusive jurisdiction and venue of courts in Wake County, North Carolina in all disputes arising out of or relating to the use of NCSHLA's Website. Use of NCSHLA's Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

#### N. NO RELATIONSHIP

You agree that no joint venture, partnership, employment, or agency relationship exists between You and NCSHLA as a result of this Agreement or use of NCSHLA's Website.

#### O. CONSTRUCTION

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including without limitation the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.

#### P. ENTIRE AGREEMENT

Unless otherwise specified herein, this Agreement constitutes the entire agreement between You and NCSHLA with respect to NCSHLA's Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and NCSHLA with respect to NCSHLA's Website.

#### Q. NOTICES

Notices given by NCSHLA to You will be given by a general posting on NCSHLA's Website or by an e-mail, if an e-mail address is available. Notices given by NCSHLA to Members may also be given by conventional mail.

Notices to NCSHLA must be sent by conventional mail to:

NCSHLA - Web

P.O. Box 38803

Greensboro, NC 27438

#### R. ASSIGNMENT

NCSHLA may assign this Agreement, in whole or part, in its sole discretion. You agree not to assign, transfer or sublicense Your rights as a Member.

#### S. CAPTIONS AND HEADINGS

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.