memorandum of Understanding

AUDIOLOGY AND SPEECH-LANGUAGE PATHOLOGY INTERSTATE COMPACT COMMISSION

and

NATIONAL COUNCIL OF STATE BOARDS OF EXAMINERS IN SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY

This **Memorandum of Understanding** (MOU) is an Agreement (the “Agreement”) made this \_\_\_day of \_\_\_\_\_\_, \_\_\_\_\_ by and between the **Audiology and Speech-Language Pathology Interstate Compact Commission** (“**ASLP-ICC**”) with its offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the **National Council of State Boards of Examiners in Speech-Language Pathology and Audiology** (“**NCSB**”), an Alabama not-for-profit corporation, with its principal place of business at 3416 Primm Lane, Birmingham, Alabama 35216.

The purpose of this MOU is to set forth the terms and conditions for the provision of professional support services to ASLP-ICC by NCSB. Further, this Agreement is expressly intended to represent a good faith commitment by both parties to the continued and heightened cooperation between them for the advancement of effective governmental functioning and their respective priorities. This Agreement is evidence of recognition by the two organizations of their commonality of interests and the desirability of joint efforts and commitments.

WHEREAS, the ASLP-ICC was created on July 1, 2021 when enacted by the tenth (10th) state party to the Compact under the authority of the Audiology and Speech-Language Pathology Interstate Compact (“Compact”) and its Bylaws whose purpose is the implementation and maintenance of the Compact;

WHEREAS, the ASLP-ICC is authorized under the Compact and its Bylaws to enter into contracts for the provision of services;

WHEREAS, the NCSB is prepared and desires to provide professional support services, as specified below, to the ASLP-ICC;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, the parties agree to the Agreement as follows:

1. Professional Support Services to be Provided by the NCSB. NCSB shall provide the following professional support services to ASLP-ICC:
	1. Support the search and onboarding of the Executive Director of the Commission pursuant to the directives received from the ASLP-ICC and provisions of the ASLP-ICC Bylaws;
	2. Assist the Executive Director in procuring professional subscription(s) for video conferencing services for all meetings of the ASLP-ICC, ASLP-ICC Standing Committees, ASLP-ICC Executive Committee, and other virtual meetings/conference calls as needed;
	3. Assist the Executive Director with coordinating virtual and in-person meetings of the ASLP-ICC, ASLP-ICC Executive Committee, other committees and work groups including arranging meeting rooms, refreshments and necessary audio/visual equipment for such meetings;
	4. Assist and support the Executive Director with the following administrative services as directed:
		1. Provide meeting planning and registration services for ASP-ICC meetings including in-person annual meetings and as-needed virtual meetings
		2. Print/duplicate and distribute hard copies of materials as directed, including ASLP-ICC letterhead
		3. Assist the Executive Director in arranging, coordinating monthly virtual committee meetings and any virtual special meeting of the full commission
		4. Maintain approved minutes of committees (e.g., file, post on website)
		5. Prepare and mail correspondence as directed
		6. Disseminate promotional, educational and other materials pertaining to the Compact and
		7. Prepare and distribute reports (including quarterly and annual reports) with the assistance of the Executive Director and ASLP-ICC
	5. Provide financial services on behalf of ASLP-ICC, serving as the fiscal agent for ASLP-ICC, including billing member Boards of Audiology and Speech-Language Pathology for ASLP-ICC and fees, payment of tax preparation and accounting- related financial requirements for employment of an Executive Director and additional staff as needed, collection and disbursement of funds, holding fund balances on behalf of ASLP-ICC and maintaining financial records. No expenses can be incurred or paid that are not covered by the ASLP-ICC approved budget funds available for those purposes; and
	6. Provide additional support services not covered under this Agreement as may be negotiated by the parties.
2. Responsibilities of the ASLP-ICC and ASLP-IC Executive Director to NCSB.
	1. Maintain open and frequent communication with NCSB designated points of contact regarding ASLP-ICC events, developments and activities.
	2. Provide approved content necessary to accomplish 1.d.i through 1.d.vii
3. Management and Operation of the ASLP-ICC.

 The Parties agree that the ASLP-ICC is the sole authority to exercise control over the management of ASLP-ICC’s affairs. The ASLP-ICC authorizes NCSB representatives to execute agreements and contracts on behalf of ASLP-ICC as needed in the ordinary course of ASLP-ICC’s business, provided that such agreements and contracts are approved by the ASLP-ICC Executive Committee and are consistent with ASLP-ICC’s approved budgets, and other specific direction given to NCSB by the ASLP-ICC.

1. Payment for Professional Support Services by ASLP-ICC
	1. NCSB will charge the ASLP-ICC $24,000.00 for each 12-month period, January 1 through December 31 for services as detailed in (1). ASLP-ICC will transfer the pro-rata amount to NCSB effective the date of this agreement and, the full amount every January 1 thereafter.
	2. NCSB shall notify ASLP-ICC in writing of any proposed increase in fees for the next succeeding term of the Agreement at least ninety (90) days in advance of the end of the then current term.
2. Term and Termination
	1. The term of this Agreement shall begin upon its execution and continue for one (1) year unless terminated earlier in accordance with the provisions of this Agreement. The Agreement will renew automatically for successive one (1) year terms unless either party provides written notice to the other of its intent to terminate the Agreement, in accordance with the provisions herein, at least ninety (90) days in advance of the end of the then current term. This Agreement may be terminated at any time by written consent of both parties.
	2. Either party may terminate this Agreement upon a material breach by the other if the matter is not corrected within sixty (60) days of notice of the breach and intent to terminate.
	3. NCSB agrees that in the event this Agreement is terminated, it will cooperate with ASLP-ICC in the transfer of any member state and commission-related data and information, systems, passwords, platforms, and all intellectual property belonging to the member states and ASLP-ICC, and any current or future grants and contracts in which ASLP-ICC is the principal awardee, upon approval of the granting agency, and upon receipt of a full and complete release by ASLP-ICC and the grantor/contractor of any and all responsibilities and obligations under the grant or contract.
3. Whole Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior oral or written agreements between the parties. No officer or employee of the parties hereto shall be deemed to have authority to extend or supplement the terms of this Agreement except the respective President (or designee of the President) for NCSB, and the duly constituted Executive Committee of the ASLP-ICC (or designee of the Executive Committee), and no such extension or supplement shall be valid unless in writing.
4. Notwithstanding any other provision of this Agreement, the officers and members of the ASLP-ICC shall be responsible for application and interpretation of the compact and determine all policy positions and activities of the ASLP-ICC on all matters not related to the administration of this Agreement.
5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alabama unless the ASLP-ICC determines a physical headquarter location at which time the governing law shall become that state.

|  |  |
| --- | --- |
| **AGREED:****National Council of State Boards of Examiners in Speech-Language Pathology and Audiology****By:**  **President****Date:**  | **Audiology and Speech-Language Pathology Interstate Compact Commission****By:**  **Chair****Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |