

MEMORANDUM OF UNDERSTANDING

JUN 13 2006

BETWEEN

INMATE COUNSELING OFFICE

THE NATIONAL ASSOCIATION OF ADMINISTRATIVE LAW JUDGES

AND

THE MARYLAND – D.C. ASSOCIATION OF ADMINISTRATIVE ADJUDICATORS
REGARDING THE NAALJ 2007 ANNUAL MEETING AND CONFERENCE

This memorandum of understanding is entered into by and between the National Association of Administrative Law Judges (“NAALJ”) and the Maryland-D.C. Association of Administrative Adjudicators (“MDCAAA”) as follows:

1. **Date and Title:** NAALJ and MDCAAA agree that they and the American University – Washington College of Law (“WCL”) will co-host a conference to be known as the NAALJ 2007 Annual Meeting and Conference (“the Conference”), which will be held at the Washington Plaza Hotel, 10 Thomas Circle, and at the WCL in Washington, D.C., on October 16-20, 2007.
2. **Co-Chairs:** The conference will be co-chaired by Joan Davenport, Neil Alexander, and Tyrone Butler. Cathy Bennett will be Honorary Co-Chair.
3. **Additional Committee Chairs:** The Program Committee will be chaired by Joan Davenport. It will be comprised of two subcommittees: Education and Entertainment. E. Savannah Little and Jim Murray will Co-Chair the Education Subcommittee. Denise Wilson-Taylor and Paul Handy will Co-Chair the Entertainment Subcommittee.
4. **Hotel:** NAALJ and MDCAAA will execute a contract with the Washington Plaza Hotel to host the conference.
5. **Startup Money:** MDCAAA will provide startup money for the conference. If additional startup money is required, MDCAAA may request startup money from NAALJ. All startup money advanced will be deducted from the proceeds of the conference before distribution of any profits.
6. **Conference Planning:** Except as otherwise provided herein, MDCAAA will plan the conference. An effort will be made to obtain diverse speakers with a state and national scope, but keeping reimbursements to speakers within moderate limits. MDCAAA may request NAALJ’s assistance in contacting and formally inviting speakers. NAALJ will provide its membership lists and other contact information to assist in the conference planning.
7. **Banquet, Theatre Show, and Reception:** MDCAAA in cooperation with NAALJ will determine the agenda, speakers, and protocol of the banquet.
8. **All sponsor support will be disclosed to the conference attendees.**

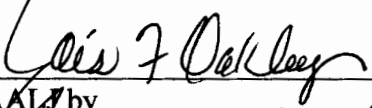
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9. **Conference Proceeds:** Conference proceeds will be applied first to conference expenses. Once expenses have been fully covered and the startup money has been refunded, remaining conference proceeds will be allocated as follows:
- A. As to the first \$20,000 of net proceeds:**
- 60% to NAALJ**
- 40% to MDCAAA and WCL, in equal shares**
- B. As to any net proceeds in excess of \$20,000:**
- 50% to NAALJ**
- 50% to MDCAAA and WCL, in equal shares**
- If there are insufficient proceeds to pay the conference expenses and the MDCAAA startup money, then neither NAALJ nor MDCAAA will receive a profit and the deficit will be paid as follows:
- A. Conference proceeds will be used first to pay conference expenses;
- B. The MDCAAA startup money will be reimbursed from proceeds;
- C. MDCAAA will be responsible for 40% of the unpaid remainder of the above up to \$1,000.
- D. NAALJ will be responsible for the remainder of the unpaid balance.
10. **Conference Expenses:** Conference expenses include, but are not limited to, reasonable costs for the following: conference room rental; transportation of attendees to and from the WCL reception and theatre show; conference banquet and reception expenses; food and drink provided to attendees during the conference day; conference related postage and long-distance phone calls; office supplies; copying, printing and shipping costs; graphics for program and brochures; course book and materials; reasonable speaker costs for special speakers; name tags; conference logo; conference memorabilia; complimentary registration and conference meals for dignitaries; and any conference hotel penalties.
11. **NAALJ Meetings and MDCAAA Affiliate Meeting:** Reasonable expenses incurred to hold NAALJ Board Meetings, a NAALJ Membership Meeting, NAALJ committee meetings, and a MDCAAA membership meeting, (collectively “meetings”) will be considered conference expenses. To keep the expenses for meetings to a minimum, meetings will be held in complimentary rooms or in rooms rented for other conference events. Only if such rooms are unavailable will separate rooms be rented for the NAALJ board meeting. Alcohol is not considered a reasonable expense for meetings. Food for meetings will not be considered a reasonable conference expense unless jointly approved by the presidents of NAALJ and MDCAAA.
12. **Accounting:** MDCAAA will provide to NAALJ an accounting of all conference expenses.
13. **Communication:** MDCAAA will provide NAALJ with updated written status reports on the progress of the conference on April 1, 2007, for the 2007 midyear conference, if held, and on August 1, 2007.

Lines of communication will be established as needed through committee heads, conference chairs, and other representatives.

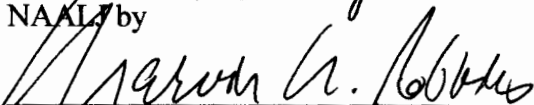
14. **Agreements with WCL:** Any agreements concerning the Conference between NAALJ and WCL, or MDCAAA and WCL, shall be governed by, and subject to, this agreement.
15. **Disputes:** This memorandum of understanding shall be governed by, construed and applied in accordance with the laws of the District of Columbia. Any disputes regarding this memorandum of understanding shall be resolved as follows: First, the President of NAALJ at the time and the President of MDCAAA at the time (or their designees) will enter into formal discussions to resolve the dispute; If the Presidents are unable to resolve the dispute NAALJ and MDCAAA shall refer the dispute to a joint NAALJ/MDCAAA committee consisting of the presidents of NAALJ and MDCAAA at the time (or their designees) and a third person agreed upon by both NAALJ and MDCAAA; If the joint NAALJ/MDCAAA committee fails to resolve the dispute, the matter shall be referred to mediation; If mediation fails to resolve the dispute, the dispute will be submitted to arbitration in the District of Columbia pursuant to District of Columbia arbitration law.
16. This memorandum of understanding shall supersede any and all previous written or oral understandings between the parties with regard to the conference.

AGREED TO BY:



NAALJ by

Date: 6.5.06



MDCAAA by

Date: 6/12/06