

**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
THE NATIONAL ASSOCIATION OF ADMINISTRATIVE LAW JUDICIARY  
AND  
THE NEW YORK STATE ADMINISTRATIVE LAW JUDGES ASSOCIATION

**This memorandum of understanding is entered into by and between the National Association of Administrative Law Judiciary (NAALJ) and the New York State Administrative Law Judges Association (NYSALJA), regarding the NAALJ 2017 Annual Meeting and Conference, as follows:**

1. **Date and Title:** NAALJ and NYSALJA agree that they will co-host a conference to be known as the NAALJ 2017 Annual Meeting and Conference (the Conference), which will be held at Fordham University School of Law<sup>1</sup> (Fordham), 140 W. 62<sup>nd</sup> Street, New York, NY 10023,<sup>2</sup> on Sunday, October 8, 2017<sup>3</sup>, Monday, October 9, 2017 (Columbus Day) and Tuesday, October 10, 2017. The conference will include at least 14 CLE credit hours.
2. **Conference Co-Chairs:** The Conference will be co-chaired by Peter Loomis, Ray Kramer, and Cathy Bennett.
3. **Planning Committee Chairs:** The Executive Conference Planning Committee, co-chaired by Ray Kramer and Cathy Bennett, shall consist of the following Planning Sub-Committee Chairs:
  - Educational Program: Ray Kramer
  - Budgeting and Finance: Cathy Bennett and Nicholas Cobbs
  - Marketing: Camela Gardner
  - Sponsorship: Selina Brooks
  - Social Events:
  - Silent Auction:
  - Lodging and Transportation:

The duties of each of the Planning Sub-Committee Chairs will be determined by the Conference Co-Chairs and a report by each Sub-Committee Chair will due incrementally 10 days prior to the due date set forth in “15” herein (1/5/17, 3/21/17, 6/21/17 and 8/22/17) or as frequently as needed, set forth by the Co-Chairs. Each sub-committee may

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<sup>1</sup> The Fordham University School of Law’s Skadden Conference Center, a state-of-the-art Conference facility, is the location of the Conference.

<sup>2</sup> This is referred to as the Lincoln Center Campus.

<sup>3</sup> Preliminary planning is for Sunday, October 8, 2017, to accommodate the NAALJ Board meeting in the morning and for the educational program to be a ½ day (or less) program beginning at noon or early afternoon.

have numerous committee members.

In the absence of funding from their agency or another source, the Planning Committee Chairs will not be charged a conference registration fee, provided they have actively participated in the Conference duties for the duration of the planning and execution of the Conference. If a Planning Committee has more than one co-chair, the Committee shall share the Conference registration fee waiver among them. A determination of such participation and any other issues that may arise concerning this matter will be handled by the Conference Co-chairs.

4. **Additional Supporters:** The New York City Office of Administrative Trials and Hearings (OATH), Fordham University School of Law, other law schools and organizations may be listed as supporters of the Conference.
5. **Funding.** NAALJ will provide any startup funding and payment of expenses as may be required for the Conference, which will be deducted from the proceeds of the Conference before the distribution of any profits.
6. **Conference Planning:** Except as otherwise provided herein, NYSALJA will plan the educational program and establish the schedule for the Conference. An effort will be made to obtain diverse speakers with a state and national scope, without the issuance of any honoraria where possible, and keeping any reimbursements to speakers, if necessary, within moderate limits. The Conference Co-chairs will together determine such limits. NYSALJA may request NAALJ's assistance in contacting and formally inviting speakers. NAALJ agrees to provide its membership list and other contact information to assist in the Conference planning.
7. **Welcome Reception, Banquet and Silent Auction:** NYSALJA will include these events in the planning of the Conference, and will determine the agenda, speakers, timing and protocol in accordance with NAALJ's usual coordination of these events at an annual Conference.
8. **Sponsors:** Both NAALJ and NYSALJA may recruit sponsors, persons or entities who provide financial or in-kind services or goods in exchange for recognition in the Conference program, brochures, NAALJ and NYSALJA webs sites (as available) or as otherwise appropriate. Each host will coordinate any efforts with the Sponsorship Co-Chair, and the Conference Co-chairs will jointly decide how to allocate contributions to benefit the Conference. NYSALJA must take special care to avoid even the appearance of impropriety in the solicitation of sponsors, and will not accept sponsorships from entities that appear regularly before their members in any contested case proceedings. All such solicitation of sponsorship must conform to applicable ethics laws, rules, and regulations in New York State. All sponsor support will be disclosed to the conference attendees.

9. **Conference Expenses:** Conference expenses include, but are not limited to costs: payable to Fordham for Conference space (plenary and break-out rooms) and media services during the Conference and connected to any Conference video after the Conference; reasonable costs for food and beverages provided to the Conference attendees during the day, at the Conference Welcome Reception and the Conference banquet; Conference-related postage, phone calls with charges and Conference planning committee telephone conferences; office supplies needed for the Conference, such as name tags; copying, printing and shipping costs; reasonable costs for speakers, if required; Conference meals for speakers, sponsors and dignitaries; complimentary Conference registration for Conference Planning Sub-Committee Chairs; program brochures, Conference materials and memorabilia; Conference hotel penalties (only if NAALJ or NYSALJA has a hotel contract); NAALJ staff travel expense and CLE costs. The Conference expenses shall not include the NAALJ Board conference and travel reimbursements for attendance at the Conference.
10. **NAALJ and NYSALJA Meetings:** Reasonable expenses incurred to hold NAALJ Board Meetings, a NAALJ Membership meeting, NAALJ committee meetings or a NYSALJA membership meeting will be deemed Conference expenses, limited to the facility fee for the space needed. To keep such expenses to a minimum, meetings will be held in complimentary rooms or in rooms already rented for other portions of the Conference, during the days of the Conference program, except for the closing NAALJ Board Meeting on October 11, 2017. Alcohol is not considered a reasonable expense for any of the meetings, and food for the meetings will not be considered a Conference expense, unless the meeting is taking place during the Conference program, such as during lunch, when such lunch is included in the cost of the Conference for all attendees.
11. **Duties of NAALJ in the Planning and Implementation of the Conference:**
- a. Preparation of a calendar of marketing and promotional pieces to be mailed/emailed;
  - b. Collection of all funds;<sup>4</sup>
  - c. Disbursement of all funds, subject to oversight and approval by Budget Co-Chair, Cathy Bennett and NAALJ Treasurer/Budget Co-Chair Nick Cobbs;<sup>5</sup>
  - d. Financial tracking and reporting of all income and expense, with periodic oversight by Cathy Bennett, as requested;
  - e. Creation of a pre-registration database and online payment system for advance registrations;
  - f. Establishing a conference website on the NAALJ website, updating and maintaining the site until the conclusion of the Conference;
  - g. Reporting of registration numbers, lists, and financial income and expense;
  - h. Setting the food and beverage guarantees with Fordham—Cathy Bennett and Tina

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<sup>4</sup> Conference income will be reported separately by NAALJ on monthly financial report, and provided to Nick Cobbs and Cathy Bennett.

<sup>5</sup> Conference expenses will be reported separately by NAALJ on a monthly transaction report, with details identifying the transactions, and provided to Nick Cobbs and Cathy Bennett.

Schott will work together on this;

- i. Setting the audio visual and media services arrangements with Fordham (Cathy Bennett and Tina Schott will work together, consulting Ray Kramer, for needed services;
- j. Serving as the central office for attendee questions and prospective registrant inquiries;
- k. On-site staffing for registration and Fordham and Aramark coordination. In connection therewith, at least one week prior to the conference, NAALJ and NYSALJA shall jointly establish a schedule whereby one identified volunteer either from NAALJ or NYSALJA, shall be at the registration table, on two hour assignments, either to assist the NAALJ Administrator in registration, welcoming speakers or answering questions at all times the registration table is open for business on Sunday, Monday and Tuesday of the conference. The NAALJ Administrator will provide the NAALJ and NYSALJA presidents with a schedule a month prior to the conference, with time slots set forth for each organization to provide volunteers, and the said presidents shall assign volunteers to the identified time slots and return the schedule to the NAALJ Administrator at least one week prior to the conference.
- l. Selection of local hotel(s) for attendees, with any hotel room block agreements subject to NAALJ Board approval;
- m. Interaction with local hotels for any room blocks that may be obtained;
- n. Any other duty in preparation of or on-site as may be requested by the Conference chairs;

## **12. Duties of NYSALJA in the Planning and Implementation of the Conference:**

- a. Setting the agenda for the educational program and schedule for the overall conference
- b. Securing speakers and topics
- c. Introduction of speakers at the Conference
- d. Securing direct mail lists of prospective attendees in New York and nearby surrounding states
- e. Selection of an auxiliary tour for attendees, which will be separate from the registration fees
- f. Coordination with Camela Gardner, Marketing Chair, the outreach for “Save the Date” initial marketing and later marketing efforts as defined;
- g. Planning of all social events, including the opening reception;
- h. Coordinating collection of Silent Auction items, setting up pricing sheets and auction items for the event, and coordination of payment collection;
- i. Providing transportation information to attendees;
- j. Tasks related to the securing of CLE credits, including program submission, on-site sign in sheets and preparation of certificates of attendance
- k. Setting the food and beverage guarantees with Fordham—Cathy Bennett and Tina Schott will work together on this;
- l. Setting the menus with Fordham/Aramark (Cathy Bennett will consult with Tina Schott as needed);
- m. Setting the audio visual and media services arrangements with Fordham (Cathy Bennett and Tina Schott will work together, consulting Ray Kramer, for needed

services;

- n. Any other duty in preparation of or on-site as may be requested by the Conference chairs

13. **Conference Proceeds/Deficit:** Conference proceeds will be applied first to the Conference expenses, which will include any start-up money from NYSALJA and NAALJ. Once the expenses as defined herein have been fully covered, the remaining Conference proceeds will be allocated as follows:

NAALJ 60% and NYSALJA 40% for conference final profits up to \$10,000.

NAALJ 50% and NYSALJA 50% for conference final profits in excess of \$10,000.

If there are insufficient proceeds to first pay the start-up money, and then the Conference expenses, then neither NAALJ nor NYSALJA will receive a profit and the deficit will be paid as follows:

- a. The NAALJ start-up money will be reimbursed first from the proceeds;
- b. The Conference proceeds will next be used to pay Conference expenses;
- c. NAALJ will be responsible for the remainder of the unpaid balance.

14. **Accounting:** NAALJ will provide to NYSALJA a final accounting report of all Conference expenses within 45 days of the close of the program, unless the Conference Co-chairs request an extension and provide a partial accounting. Profit distribution will occur 60 days after the close of the program, or as soon as reasonable practicable. If the Conference Co-chairs request an extension of the reporting or payment time frame, partial distribution of the profits should be made within 60 days of the close of the program with a written explanation of the amount withheld.

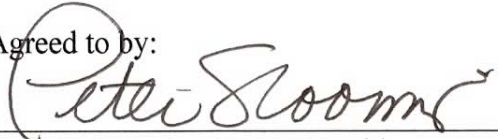
15. **Communication:** NAALJ will provide NYSALJA with updated written status reports on the progress of the Conference on 1/15/17, 4/1/17, 7/1/17 and 9/1/17. Lines of communication will be established as needed through committee heads, conference chairs, and other representatives.

16. **Disputes:** this memorandum of understanding shall be governed by, construed and applied in accordance with the laws of the State of New York. Any disputes regarding this memorandum of understanding shall be resolved as follows:
- A. First, the Presidents of NAALJ and NYSALJA at the time of the dispute along with the Conference Co-chairs will enter into formal discussions to resolve the dispute;
  - B. If they are unable to resolve the dispute, NAALJ and NYSALJA shall refer the dispute to a joint NAALJ/NYSALJA committee consisting of the presidents of each or their designees, the Conference Co-chairs and a fifth person agreed upon by the Presidents of NAALJ and NYSALJA;
  - C. If the committee fails to resolve the dispute, the matter shall be referred to mediation;

D. If mediation fails to resolve the dispute, the matter will be submitted to arbitration in New York State pursuant to New York State arbitration law.

Any agreements concerning the Conference between NAALJ and NYSALJA shall be governed by and subject to this agreement. 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:

  
Peter S. Loomis, NAALJ President

Date: 11/22/16

  
Edward R. Mevec, NYSALJA President

Date: 11-17-16