

6. Covenants of Member.

The Member agrees as follows:

- a. *To comply with the terms and provisions of this Agreement.*
- b. *To meet with all obligations of membership as provided in the Constitution and By-Laws of BB/BSA as they now exist or may hereafter be duly amended and approved.*
- c. *To maintain membership standards as outlined in "Standards for Acceptable Practice in a Big Brothers/Big Sisters Service" in the form then in effect and approved by BB/BSA. The Member will agree to have a review and evaluation of its total program by BB/BSA using the "Standards" as its measurement criteria.*
- d. *To designate in accordance with the BB/BSA Constitution and By-Laws, a delegate or delegates to vote on behalf of the Member in matters brought before the Annual Meeting of Members and Regional Council meetings.*
- e. *To encourage participation and attendance in activities of BB/BSA such as: Annual Meetings, Regional Council meetings, Professional Staff Council meetings, institutes, workshops, study projects, etc. Such activities require the participation of both laypersons and professional Member representatives. The Member shall give consideration to the budgetary requirements necessary to provide for such participation.*
- f. *To maintain a record-keeping system as outlined by BB/BSA and submit to BB/BSA an annual report of activities, including such items as volume of service and staff personnel. The Member will also be expected to supply special reports or information requested periodically by BB/BSA to assist in its efforts to further the Movement.*
- g. *To submit promptly to BB/BSA, in accordance with BB/BSA's procedures, an annual report of its financial condition, certified by an independent CPA firm in accordance with generally accepted accounting principles (or at BB/BSA's request such other financial statements as will satisfy this provision). However, when a Member is an integral part of a larger group (welfare, religious, etc.), an annual financial report for the Big Brothers and/or Big Sisters program showing receipts and expenditures certified by a financial officer of the larger group would be acceptable.*

7. Termination by BB/BSA.

- a. *In the event that the Board of Directors of BB/BSA shall have reason to believe that a Member has neglected or failed to perform or observe or is incapable of performing or observing any of the provisions of this Agreement,*
 - (i) *BB/BSA shall notify the Member in writing of the possible noncompliance, specifying that particulars which the Member is alleged to have failed or neglected, with a request that the Member, within forty-five days after the date of mailing of the notice, respond thereto in writing. Thereafter, the National President of BB/BSA shall forthwith designate a representative(s) of BB/BSA to meet with the representative(s) of the Member for the purpose of exploring whether or not the allegations are accurate;*
 - (ii) *If the respective representatives conclude that the allegations are justified in any way, they shall determine what shall be done to correct the situation (including consultative assistance by BB/BSA if such assistance is requested). In that event, the Member shall be given one year (or such shorter period as the respective representatives may agree upon) within which to modify its performance so as to comply with the terms and understanding of this Agreement; provided, however, that no such period of time for modification of the Member's performance shall be involved where the conduct complained of is the non-payment of Member's fees when payable or where the Member and BB/BSA representative(s) are unable to make the joint determination referred to in the first sentence of this paragraph (ii) and/or the Member does not agree to take the steps referred to therein, the last sentence of paragraph (iii), below, shall apply;*
 - (iii) *Promptly after the end of the period of one year (or such other applicable period as provided above), the National President of BB/BSA or a representative(s) designated by the National President shall review the progress made by the Member toward the correction of the situation and report thereon to the Board of Directors of BB/BSA. If the Board of Directors of BB/BSA determines that the noncompliance has been eliminated, it shall so notify the Member. If the Board of Directors of BB/BSA determines that the Member has not taken such steps as are necessary to eliminate non-compliance, it shall so notify the Member and give it the opportunity to appear before the Board of Directors or Executive Committee of BB/BSA and present its case, whereupon the Board of Directors of BB/BSA shall make its final determination, which may include the termination of this Agreement and the Agency's Membership in BB/BSA.*
- b. *In addition to the remedies provided herein the Board of BB/BSA may place the Member on (1) Probationary Status, (2) Trusteeship Status, or (3) Inactive Status in implementing its final determination under Section 7.a., above. In imposing Probationary Status, BB/BSA may limit the Member's activities, methods of operation and voting rights. In imposing Trusteeship Status, BB/BSA may, in effect, take over the operations of the Member during the Trusteeship period under the aegis of three trustees, including the BB/BSA President, the BB/BSA Executive Vice President, and a member of the Board of the Member chosen by the latter. Such Trusteeship action shall be subject to statutory and administrative regulations, if any, of the legal jurisdiction involved. Inactive Status shall, in effect, constitute a state of suspension during which the Member shall not operate.*
- c. *If a Member shall make an assignment for the benefit of creditors or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed to take charge of all or part of the Member's property or business, or if the Member is adjudicated a bankrupt, then, unless such condition or conditions are remedied to the satisfaction of BB/BSA within thirty days after written notice thereof has been given to the Member, BB/BSA may terminate this Agreement forthwith by notice in writing and all rights of the Member hereunder shall cease.*

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have set their hands and seals, or have caused their appropriately designated officers to sign this Agreement on their behalf, the day and year first above written.

BIG BROTHERS/
BIG SISTERS OF AMERICA

MEMBER

By: [Signature]
President

Valley Big Brothers

Name of Agency

By: David W. Bahlman
Executive Vice President

1515 E. Osborn Rd.

Street Address

By: Eileen T. Smide
Secretary

Phoenix, AZ 85014

City, State, and Zip code

DATE: March 21, 1983

By: [Signature]
President, Dick Barr

By: [Signature]
Secretary, Steve Glueck

Seal:



Seal: