

Location: Herndon Amphora Attendees: Under separate cover

#### 1. Call to Order/Statement of Quorum -

a. If secretary not present: Bill, Muzaffer, John

#### 2. Reading & Approval of Minutes -

#### 3. Officer Reports/Announcements

- a. Chair (Melissa Butler) -
- b. Chair Elect (John Mullins) -
- c. Treasurer (Leslie Braun) See Attachment A
- d. Secretary (Yvonne Fernandez) -

#### 4. Prior Action Items/Old Business

- a. Education Membership survey to go out the week of Jan 6th
- b. Lawrence B. Wilkins scholarship fund Greg Monaco, Paul Mills, Andrew Watson and Sara McAlphine
- c. Treasurer-Elect candidate
- d. Goals and Objectives See Attachment B

#### 5. New Business

- a. FY2013 Annual Financial Report due Feb. 15<sup>th</sup> Paul is auditing
- b. Renewal of the PO Box?
- c. Draft memorandum for the co-sponsorship of the SWSIG See Attachment C
- d. Kabongo Ngandu (Micron) has volunteered to help with the web site. Jeff met with him in January and will be incrementally assigning him tasks.

#### 6. Committee Reports/Announcements:

- a. Arrangements Marie Rondot
  - i. Report for Feb. 12 We have 8 dinner and 2 program only
  - ii. Feb. 12<sup>th</sup> at Hendon Amphora, Robert Orkin: Design & Constructing Division of ASQ
  - iii. March 12<sup>th</sup> at Vienna Amphora, Sam Carson: The art and science in ensuring quality principles in Knowledge Management
  - iv. April 5, location Chantilly?, Board Vision meeting
  - v. April 9th at Hendon Amphora: Gerard Dache
- b. Audit Paul Mills
- c. Education Gregg Monaco
- d. Finance Jeff Parnes/Mike Coleman
- e. Historian Rick Wells
- f. Lean Six Sigma SIG Chair Sion Weaver
- g. Membership Bill
- h. Newsletter/Publicity Christine Kurowski
- i. Nominating Jeff Parnes
- j. Placements Sion Weaver
- k. Proctor Muzaffar Zaffar
- I. Programs John Mullins –



- m. Recertification Robert Zimman
- n. Quality Management Plan -John Mullins
- o. Voice of the Customer Bob Orkin
- p. Volunteer Opportunities Christine Kurowski
- q. Webmaster/Electronic Media Jeff Parnes
- 7. Adjournment



# **Attachment A - Treasurer Report**

Bal	lance	Sheet:
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Balance Sheet:				
	Jan 31,			
	14			
ASSETS				
Current Assets				
Checking/Savings				
TD Bank	21,377.72			
Total Checking/Savings	21,377.72			
<b>Total Current Assets</b>	21,377.72			
TOTAL ASSETS	21,377.72			
LIABILITIES & EQUITY				
Equity				
Opening Bal Equity	16,468.49			
Retained Earnings	5,143.33			
Net Income	-234.10			
Total Equity	21,377.72			
TOTAL LIABILITIES & EQUITY	21,377.72			

## **Check Detail:**

							Paid
	Type	Date	Num	Name	Memo	Account	Amount
				Bob			
	Check	01/07/2014	995009DEP	Zimman		TD Bank	
						001.5361	
						Certification	-11.20
TOTAL							-11.20



# **Deposit Details:**

De	Type	Date	Account	Amount
	Deposit	01/07/2014	TD Bank	184.02
TOTAL			001.4320 Dinner Meetings	-184.02 -184.02
	Deposit	01/07/2014	TD Bank	366.45
TOTAL			004.4300 Registration	-366.45 -366.45
	Deposit	01/09/2014	TD Bank	200.00
TOTAL			001.4320 Dinner Meetings	-200.00
	Deposit	01/23/2014	TD Bank	529.25
TOTAL			001.4150 Membership Items	-529.25 -529.25



## Attachment B - Goals and Objectives

#### Vision

Our vision is to restore and grow quality in all its forms and locations, and endow future generations with our passion for quality.

#### Mission

We will accomplish our Vision by providing the Northern Virginia area with a community of quality, knowledge, resources and professional development opportunities by:

- Leading the quest for Quality improvement
- Be the preferred local resource for Quality improvement tools, technology, and training
- Emphasizing Quality as a priority in the community
- · Proving Quality information and professional support for individuals and organizations who desire improvement
- Helping people obtain and maintain certifications in the various ASQ Quality Bodies of Knowledge
- Making Quality relevant, exciting, and popular again

## **Objectives**

To support our vision and mission, each year we develop and track a set of measurable objectives. For 2014 our Section's objectives are to:



- Develop a revised vision and service mission that resonates with expanded quality groups and members.
- Increase meeting attendance and satisfaction.
- Provide training courses that meet our members' and the community's needs.
- Improve effectiveness of Section communications.
- Manage Section activities to the approved Section budget.
- Increase Section revenue.

### Attachment C - Memorandum for the co-sponsorship of the SWSIG

This agreement will outline and set forth various terms and conditions whereby [the Northern Virginia Section (0511)] of the AMERICAN SOCIETY FOR QUALITY, a 501(c)(3) organization ("ASQ member unit"), and [Washington, DC & Maryland Metro Section (509) of the American Society for Quality (ASQ)] ("Co-Sponsor") will function in a cooperative manner for the purpose of [sponsoring the Software Special Interest Group (SWSIG) Two other organizations, the IEEE Computer Society, Northern Virginia and Washington DC Chapter and the Society for Software Quality (SSQ), Washington DC Chapter are also co-sponsors of the Software SIG but are not parties to this agreement.]. This event will be referred to in this letter as the "Project".

- 1. <u>Location and Dates of Project</u>: [Held monthly, usually the fourth Tuesday of the month, at various sites throughtout the Washington DC, metro area ].
- 2. Project Duties and Responsibilities:
  - a: ASQ member unit shall be solely responsible for performing the following activities by, if applicable, the date stated following the listed activity (any use of membership data, and the ASQ name and/or logo must be in compliance with Society Policies & Procedures and brand style guide):
    - [1. Suggest possible speakers.
    - 2. Explore possible additional VTC site in western Fairfax or Loudoun county



- 3. Split the cost of the meals for all local VTC sites (Fort Mead, McLean, Frederick.and the possible additional western VTC site)
- 4. Provide and/or recruit volunteers to share the duties of organizing and running the Software SIG.]
  - b: Co-Sponsor shall be solely responsible for performing the following activities by, if applicable, the dates stated following the listed activity:
- [1. Split the cost of the meals for all local VTC sites (Fort Mead, McLean, Frederick.and the possible additional western VTC site)
- 2. Continue managing the Software SIG and performing its share of the organizing duties.]
  - c: These responsibilities may be modified by written consent of both parties to the Project.

## 3. Financial:

#### a. Allocation of Expenses:

ASQ member unit shall be responsible for arranging for and paying the following payments and expenses:

[Paying its proratio (one quarter) share of the dinner]

Co-Sponsor shall be responsible for arranging for and paying the following payments and expenses:

[Paying its proratio (one quarter) share of the dinner]

- b. <u>Allocation of Revenue</u>: Revenue from the Project in excess of expenses shall be divided between the parties with ASQ member unit receiving [25]% and Co-Sponsor receiving 25%. Revenue exceeding expenses for the Project shall be distributed by [within a month after the event ].
- c. If, after each party has paid the specific expenses attributed to them, and expenses for the Project still exceed revenue, the remaining expenses shall be paid for with the ASQ Section paying 25% and the Co-Sponsor paying each of their proratio 25%.
- d. Any modification to the above allocation of expenses and revenues must be in writing and agreed to by both parties.
- e. All financial information and books and records pertaining to the Project shall be maintained with [Software SIG Chairman: T. Scott Ankrum (ASQ & IEEE)] at the SIG Chair's address. The authorized representative of either party may inspect and have access to the records upon providing reasonable notice to the other.
- f. <u>Bank Accounts</u>: In the event a bank account is opened for the Project, no funds may be withdrawn from the bank account or checks drawn against the account unless the



authorization for withdrawal or check is signed by the authorized representatives of both parties. Funds other than those pertaining to the Project shall not be kept in the bank account for the Project.

- Authorized Representatives and Notices: The authorized representative to function for ASQ member unit in all respects regarding the Project shall be [ASQ 0511's SIG Chair]. The authorized representative for the Co-Sponsor\_shall be [Software SIG Chairman: T. Scott Ankrum (ASQ & IEEE)]. Any notices or signatures required by this letter together with all other communications between the parties shall be directed to these authorized representatives unless additional or different representatives are designated in writing by the parties.
- 5. <u>Termination</u>: The Project shall terminate when completed, or, if prior to completion, upon [35] days written notice to the other sent to their last known address by certified mail.
- 6. Ownership Rights:
  - a. In the event the Project results in the development of a tangible product such as, but not limited to, a paper, article, survey, book, report, study, transcript, tape or video recording, film, or any other form of property resulting from the Project, the parties shall own it jointly unless stated differently in this letter.
  - b. Except as included or as part of a product referred to in the preceding paragraph, any confidential proprietary information released by one party to the other in connection with the Project shall be returned to the disclosing party at the termination of the agreement and shall not be released to or used by any person thereafter except the disclosing party unless the parties agree differently in writing.
- 7. (For this item, select the appropriate paragraph describing the Co-Sponsor's taxexempt status, and delete the other paragraph)

## FOR ACTIVITIES WITH NON-PROFITS:

<u>Non-Agency</u>: Neither party is nor shall be the agent for the other and shall not have the authority to incur liability or debt for the other. The powers, rights and responsibilities of each party is limited to those stated in this letter or in any modification agreed to in writing by both parties.

#### FOR ACTIVITIES WITH FOR-PROFIT ORGANIZATIONS:

<u>No Joint Venture:</u> Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers; neither party shall have the power to obligate or bind the other party in any manner whatsoever, except as expressly provided herein or in any modification agreed to in writing by both parties. Neither party is, nor shall be, an agent for the other party. Neither party shall have the authority to incur liability or debt for the other party.

8. Non-Endorsement of Products and Services: Engaging in the Project shall not in any manner be construed as an endorsement of any product or service of a person or entity and it is specifically understood and agreed by the parties to the Project that they will not engage in any action or knowingly permit any action to be undertaken which can be construed as an endorsement of a product or service of any person or entity.



9. Non-Liability of American Society for Quality (ASQ): It is understood and agreed by both parties to this letter of undertaking that ASQ shall not be liable or responsible to ASQ Section, Co-Sponsor or any third party that may incur expense in connection with the Project for any expenses or liabilities associated with the Project, and neither party to this agreement shall represent to any third party that ASQ is responsible for or liable for any expense or activity associated with the Project.

The terms outlined in this agreement are acceptable by both parties as indicated by the signatures below. This agreement becomes effective as of the date below.

### ACCEPTED AND AGREED TO on [MM/DD/2014]

BY [Northern Virginia Section (0511)]	
Signature	[insert name] Print Name
[insert title] Title	
BY [Washington, DC & Maryland Metro Se	ction (509)]
Signature	[T. Scott Ankrum Print Name
[ASQ 509 Software SIG Chairman Title	
Date received: Date approved: Approved by:	IQ USE ONLY

Send all agreements to ASQ Community Care, P.O. Box 3005, Milwaukee, WI 53201-3005, Fax: 414-765-8670, or communitycare@asq.org for review and approval.