

To: SDS Policy Council
 From: Eliot Rich, Associate VP, Finance
 Date: 9/29/17
 Subj: CHMS Contract – Summary of terms

On behalf of the many participants in its negotiation and review, I am pleased to present a contract for Home Office services to the PC. This contract is the result of hundreds of staff-hours of discussion within the Society and CHMS. The summary terms are:

1. An initial two-year contract that continues our current working relationship through August 2018, and then transfers all Home Office tasks to CHMS on September 1, 2018, continuing through December 2019.
2. Provisions for renewing the contract annually, a specified process for termination, and a fixed multiplier for cost increases within the same scope of work upon renewal.
3. A detailed list of activities in support of existing Home Office operations and new extensions to support Chapter and SIG mailings, an integrated membership management system, and support of our Web and Electronic Presence activities.
4. Provisions for transfer of our existing staff to CHMS as well as adding temporary staff for future Society activities.

Under the guidance of Len, Ignacio, and Brad, this contract was reviewed by Nicole Green, Esq., an attorney qualified in both Massachusetts and New York. She provided valuable insights on how to protect the society’s assets as well as keeping our future options open.

Finally, all the changes to the contract were accepted by CHMS within the cost of their original proposal. Thus, we continue to expect that after the special expenses of the transition year, the ongoing costs of the new Home Office operations will be significantly less than if we stayed at UAlbany (below).

We have a lot of learning to do with CHMS, as they learn our ways of governance and world-view, and we learn how to work with their staff and within their operations. This process was illuminating and reinforces our belief that we have a good partner.

Comparison of key home office costs of doing business CHMS contracts versus “Business as Usual” at UAlbany

Estimated CHMS Contract for 2018 and 2019 (Labor and Materials) Expenses Plus Professional Fees (some transition costs included, especially in 2018)	2017	2018	2019
	\$ 406,040.00	\$ 446,050.86	\$ 364,454.00
Estimated BAU/UA Contract (Labor and Materials) Expenses Plus Professional Fees (no one time transition costs included)	2017	2018	2019
	\$ 408,794.06	\$ 452,019.86	\$ 509,476.89
Difference Between "Business as Usual" and new arrangements with CHMS (be careful about transition costs in 2018)	\$	\$	\$
	2,754.06	5,969.00	145,022.89
Difference in 2017 is because CHMS data was updated from October estimate.			
All figures for 2018 should be taken with a double grain of salt.			



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), made this ___ day of October, 2017, is between the System Dynamics Society, Inc. (hereinafter referred to as "SDS") and Capitol Hill Management Services, Inc. (hereinafter referred to as "CHMS"), and will be effective from the 1st day of January, 2018, through the 31st day of December 2019 unless otherwise extended or terminated as provided herein (such term, including an extension, shall be referred to herein as the "Term")

RECITALS

WHEREAS, SDS has specified operations, functions and services that must be performed in order to further its objectives and activities; and

WHEREAS, SDS desires to purchase these operations, functions and services at a reasonable cost; and

WHEREAS, CHMS has and acknowledges specific expertise and experience in the areas of the operations, functions and services needed by SDS and has, in order to assist them, an office, equipment, and staff sufficient to serve the needs of SDS, and agrees to perform said operations, functions and services for a fee hereinafter agreed upon.

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein, be it agreed as follows:

1. Scope of Services. The Scope of Services for this agreement is located in Appendix A.
2. Financial Terms. The Financial Terms for this agreement are located in Appendix B.
3. Invoices. CHMS shall prepare an itemized invoice for its monthly expenses to be submitted to SDS for its approval at the end of each month.
4. Administrative Items and Unauthorized Expenditures. SDS shall not be responsible for, nor charged for, any computer time and entries, any unauthorized expenditures, and any cost, salaries or expenses incurred by and for the employees of CHMS.
5. Revisions to Services Required. SDS shall review its need for the services to be provided by CHMS on an ongoing basis. Upon mutually agreed upon terms, expressed in writing, SDS and CHMS may modify this Agreement with regard to the type of services to be provided hereunder.
6. Confidential Information. CHMS shall not disclose any Confidential Information to any person or party other than its employees or agents who have a need to know such information to perform their duties in carrying out CHMS's duties hereunder and who have an obligation to maintain the confidentiality of Confidential Information. "Confidential Information" shall mean all information or materials in any form of expression or medium whatsoever (including, without limitation, oral, written, graphic, photographic or electronically encoded information), disclosed by SDS to CHMS, or

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otherwise obtained by CHMS in connection with or as a result of this Agreement, and any information or materials CHMS may derive or discern by reason of its performance under this Agreement. This provision shall survive the expiration or termination of this Agreement. For purposes of this Section 6, Confidential Information shall not include information that is (a) known publicly or becomes known publicly through no fault of CHMS; (b) learned by CHMS from a third party entitled to disclose it; (c) developed by CHMS independently of information obtained from SDS; or (d) already known to CHMS before receipt from SDS, as evidenced by CHMS's prior written records.

7. Membership Information. Without limiting the generality of Section 6 above, CHMS specifically acknowledges herein that SDS's list of members shall be considered confidential information of SDS. Said list of members shall not be utilized by CHMS or its staff for any purpose other than that authorized by SDS. CHMS agrees to protect said membership list and information from any form of unauthorized disclosure, copying or commercial use, to return all said lists of members and information to SDS upon the termination of this agreement, and destroy any remaining copies of said information in its possession in whatever form upon the termination of this agreement. CHMS acknowledges that said membership list shall remain the sole and exclusive property of SDS.

8. Use of SDS's Property. CHMS acknowledges that all financial information, documents, computer files and data, and other information compiled and retained by CHMS in connection with the operation and business of SDS are the sole and exclusive property of SDS and will be returned to SDS upon the termination of this agreement. Without limiting the generality of the foregoing, all specifications, designs, data, information, methods, patterns, and ideas made, conceived, developed or acquired by CHMS incident to its performance of this Agreement and all patent, trade-secret, know how, trademark, copyright or other proprietary rights therein shall be the exclusive property of the SDS and no part of the compensation hereunder shall be deemed applicable to the foregoing. SDS hereby grants to CHMS a personal, non-transferrable, non-exclusive, limited duration license to use the trademarks and trade names of SDS (the "Marks") during the Term, solely in furtherance of CHMS's obligations hereunder. Promotional materials bearing any Mark shall be subject to the SDS's prior written approval. CHMS acknowledges that the Marks, whether registered or unregistered, are owned exclusively by SDS or are used under license from the legal owner. CHMS acknowledges that it does not acquire any right or any goodwill in any Marks or other intellectual property of SDS anywhere in the world, whether or not registered. CHMS shall not register any Marks used by SDS, unless requested to do so on behalf of SDS. CHMS's right to use SDS's Marks shall terminate upon the termination or expiration of this Agreement. CHMS agrees that it shall not use SDS's intellectual property in connection with immoral, unethical, illegal, or fraudulent activities. It is understood and agreed that CHMS's breach of this Section will cause immediate irreparable injury to SDS. In the event of an actual or threatened breach of this Section by CHMS, the SDS may apply to any court of competent jurisdiction for injunctive relief without posting a bond or other undertaking.

9. Meeting Planner. CHMS functions as a meeting planner and may receive commissions for hotel rooms and meeting space booked on behalf of its clients. All such commissions will accrue to CHMS and will be disclosed to its clients in any hotel or meeting space contracts presented to a client for signature.

10. Selection of Executive Director. SDS and CHMS shall mutually agree upon the individual selected to serve the role of Executive Director (as described in Appendix A).

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11. Temporary Personnel. CHMS shall offer temporary employment to individuals recommended by SDS and mutually agreed upon for special projects outside of the scope in Appendix A in accordance with the reimbursable charges outlined in Appendix B.

12. Insurance. At all times during the term of this Agreement, CHMS shall maintain insurance of such types and subject to such terms and limits as ordinarily maintained by companies in its line of business in its geographical region. Without limiting the foregoing, CHMS shall maintain the following insurance issued by A.M. Best "A minus" rated insurers admitted to sell insurance in the State of New York:

- a. Commercial general liability insurance on an "occurrence" form with limits of at least \$1,000,000 per occurrence and \$2,000,000 per location aggregate, including coverage for completed operations and hired non-owned automobile liability (unless otherwise covered below) and listing this agreement as an "insured contract";
- b. Errors and omissions liability insurance with limits of at least \$1,000,000 per claim and \$1,000,000 in the aggregate;
- c. Automobile liability insurance with limits of at least \$1,000,000 per accident (if CHMS owns automobiles that will be used in performing services hereunder); and
- d. All other insurance that CHMS is required by law to maintain.

SDS shall be named an additional insured with respect to the foregoing commercial general liability and automobile liability insurance with respect to liability arising out of CHMS' activities hereunder, including coverage for completed operations. Prior to the commencement of services hereunder and thereafter immediately upon renewal or replacement of any insurance required by this Section, CHMS shall furnish certificates evidencing the foregoing insurance. SDS may inspect all required insurance policies upon reasonable request.

13. Finance Charge. CHMS reserves the right to assess a 1.5% monthly finance charge for any monthly payments that remain unpaid for thirty (30) days. SDS also agrees to reimburse CHMS for all costs and expenses, including reasonable attorneys' fees, incurred by CHMS in the collection of any overdue and unpaid amounts due to CHMS hereunder.

14. Indemnification. CHMS agrees to indemnify, defend and hold harmless SDS and its officers, directors, agents, managers and members from and against all claims, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees, arising out of or related to CHMS's performance of the terms of this Agreement and SDS agrees to indemnify, defend and hold harmless CHMS and its officers, directors and shareholders from and against all claims, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees, arising out of claims or suits for damage or injury relating to SDS's performance of the terms of this Agreement.

15. Conflicts of Interest. It is understood by both parties that CHMS provides association management services to other clients and CHMS has provided SDS with a current list of the clients for which it provides such services. CHMS represents and warrants that it will avoid representing clients that may present a conflict with the interests of SDS and shall update its listing of clients on a regular basis.

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16. Renewal. This Agreement shall automatically renew for successive one (1) year terms unless either SDS or CHMS provides written notice to the other party at least 60 days prior to the expiration of the then current term of such party's intention not to renew this Agreement.
17. Termination. This Agreement shall terminate upon the happening of one of the following events:
 - a. In accordance with the expiration of the Term of this Agreement, as set forth in the opening paragraph of this Agreement;
 - b. Upon the occurrence of any one or more of the following:
 1. The bankruptcy or dissolution of CHMS or SDS; or
 2. The material breach by CHMS or SDS of any term of this Agreement provided that the allegedly breaching party shall be given reasonable written notice of any such breach and shall be afforded the opportunity to cure the breach within thirty (30) days before the contract is terminated.
18. Non-Assignment. Neither CHMS nor SDS may assign this Agreement without the prior written consent of the other party, which may be granted or withheld in such party's sole and absolute discretion.
19. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as permitted in this Agreement.
20. Entire Agreement. This Agreement, including all appendices hereto, all of which are incorporated herein and shall be deemed a material part hereof, embodies the entire agreement and understandings of the parties with respect to the subject matter hereof. Each party acknowledges that it has not made any promises, representations, warranties, covenants or understandings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement.
21. Non-Waiver. No delay or omission or failure to exercise any right or remedy provided for herein or under applicable law shall be deemed to be a waiver thereof or acquiescence to the event giving rise to such right or remedy, but every such right or remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.
22. Severability. In the event that any provision of this Agreement is judicially determined to be void or unenforceable or becomes void in any jurisdiction under the laws or regulations thereof, the Parties shall have thirty (30) days to agree upon a replacement provision or portion thereof that: (a) shall reflect to the extent possible the intention of the Parties in the adoption of the provision held void or unenforceable; and (b) shall be enforceable under such law or regulation. If the Parties cannot so agree, then such provision shall be construed to be separable from the other provisions of this Agreement, which shall retain full force and effect.
23. Headings. The section headings are for convenience only and shall not be deemed to affect in any way the language of the provisions to which they refer. The Appendices hereto are an integral part of this Agreement.

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24. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original hereof, but the counterparts shall together constitute one and the same instrument.
23. Further Assurances. The parties will execute and deliver such other instruments and take such other steps as may be necessary to effectuate fully all of the provisions hereof and the intent of the parties in entering into this Agreement.
24. Amendment and Modification. This Agreement may be amended, modified or supplemented only by written agreement expressly referring to this Agreement and signed by the parties.
25. Parties in Interest. Nothing in this Agreement, express or implied, other than as otherwise specifically provided herein, is intended to or shall confer upon any person other than the parties hereto any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.
26. Expenses. Except as expressly set forth herein, the parties shall each pay their own respective costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.
27. Full Execution of Agreement. Neither party is intended to nor shall such party be bound by or to any term, provision, condition or agreement set forth herein unless and until this Agreement is fully executed by and delivered to each party by the other party. It is understood that the proposal, preparation and review of this Agreement prior to execution by both parties is for purposes of discussion and negotiation only.
28. Notice. All notice required to be given hereunder shall be given by first-class mail, addressed to the parties herein at the office of SDS, current president, with a copy to Whiteman Osterman & Hanna LLP, One Commerce Plaza, Albany, New York 12260, Attention: Nicole S. Green, and John A. Graziano, Jr., CHMS, 230 Washington Avenue Extension, Suite 101, Albany, NY 12203.
29. Independent Contractor Arrangement. The parties agree that CHMS's relationship to SDS under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between CHMS and SDS. CHMS will take no position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving SDS, that is inconsistent with CHMS or CHMS's employees or agents being an independent contractor (and not an employee) of SDS. CHMS is not entitled to or eligible for any benefits that SDS may make available to its employees. Because CHMS is an independent contractor, SDS will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of CHMS or its employees or agents. CHMS is solely responsible for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from the payment of fees to CHMS under this Agreement, and agrees to do so in a timely manner. CHMS will be entirely responsible for payment of any taxes which may be due with regard to the compensation paid hereunder, and hereby agrees to indemnify, defend and hold harmless SDS from and against any liability for any taxes, penalties or interest that may be assessed by any taxing authority with respect to the compensation paid hereunder.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

SYSTEM DYNAMICS SOCIETY, INC.

By: _____
Name: Len Malczynski
Title: Society President, 2017

CAPITOL HILL MANAGEMENT SERVICES, INC.

By: _____
Name: John A. Graziano, Jr.
Title: President



APPENDIX A (Scope of Services)

CHMS will provide the following services for the period of January 1, 2018 – August 31, 2018:

(A) Financial Management

- 1) Ensure accurate and complete financial records.
- 2) Prepare and submit various monthly financial reports in a timely manner.
- 3) Assist in the development of budgets and monitor all budgets.
- 4) Initiate and assist in the development of investment plans as needed.
- 5) Assist the Executive Director, VP Finance, or other designated officer or committee in developing SDS's annual operating budget.
- 6) Assist the Executive Director, VP Finance, or other designated officer or committee in monitoring SDS's annual operating budgets and finances for all funding sources.
- 7) Coordinate with the Executive Director, VP Finance, or other designated officer or committee to ensure proper annual reports and filings compliance.
- 8) Secure an outside auditor to complete annual audit.
- 9) Assist with annual contract requirements (from draft through final execution of contract, amendments or updates) between SDS and contractual partners.
- 10) Enter and classify all income and expense transactions using QuickBooks.
- 11) Assist with procurement and travel certifications and filings.
- 12) Assist with tracking and funding investment vehicles and funding.
- 13) Assist the Executive Director with all Human Resources-related activities.
- 14) Enter and classify all sales transactions using QuickBooks.
- 15) Produce receipts and invoices, record payments, enter credits, refunds, etc.
- 16) Process incoming and outgoing credit card slips, checks, wire transfers and all other forms of payment.

(B) Executive Director Search

- 1) Assist SDS leadership in conducting Executive Search Process.
- 2) Meet with SDS leadership to discuss requirements, timelines, identify possible known candidates and layout parameters of search.
- 3) Prepare candidate profile.
- 4) Research, qualify and approach potential candidates.

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- 5) Post position, receive resumes, qualify potential targets and identify suitable candidates.
- 6) Conduct phone interviews with candidates.
- 7) Provide a short list of candidates to SDS leadership after verifying qualifications and performing background checks.
- 8) After SDS leadership determines candidates to be interviewed, set up and conduct interviews to identify successful candidate.
- 9) Provide assistance to SDS leadership in negotiation of employment contract with successful candidate.

(C) Continuity of Employment of SDS Employees

- 1) Work with SDS leadership in developing a written plan for dealing with the Continuity of Employment of current employees through December 31, 2018 and support of SDS's employed PhD Candidate through completion of his degree program. This plan will be reviewed and approved by the SDS Administrative Committee.
- 2) Analyze with SDS leadership the roles, responsibilities and work loads of current SDS staff.
- 3) Analyze with SDS leadership the costs of retraining current SDS employees, costs associated with a new Executive Director (hiring and/or overlap costs), costs required to re-integrate employees into a new pattern of operations at CHMS (if appropriate), and severance or other costs associated with retirement and/or separation from the University at Albany.

(D) Conference Planning

- 1) Support overall conference planning and operations, allowing SDS home office staff the time to conclude operations at the University at Albany.
- 2) Collaboratively work with SDS governance and staff to set up conference planning and implementation procedures with, including suggesting/creating methods for improving the process and on-site management of the conference.
- 3) Work with the appointed program chair, conference chair, planning committee, and SDS staff in order to coordinate all SDS resources in support of the conference.
- 4) Assist with the implementation of conference submission management software program through the new web portal/online solution platform.
- 5) Support conference sponsorship campaign and financial monitoring.
- 6) Participate in site visit and assist in choosing the 2019 conference venue.

(E) Legacy Campaign

- 1) Provide ongoing management and support to leverage attention from July 2017 launch of the campaign.
- 2) Assist in the development of a plan for long term growth, including the establishment of a fund or foundation.
- 3) Collaboratively set up procedures with SDS governance.

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(F) Web Portal/Online Solution Platform

- 1) Provide support to staff after the launching of the new portal/platforms on January 1, 2018 (or before, if accomplished under previous scope of work).
- 2) Manage integration among existing and new systems
- 3) Monitor new systems and assist in developing plans for their future growth.
- 4) Collaboratively set up procedures with SDS governance.

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CHMS will provide the following services for the period of September 1, 2018 – December 31, 2019:

(A) Executive Director

CHMS will employ an Executive Director to work at the direction of the President of SDS, the Policy Council of SDS (the “Council”). CHMS and the Executive Director will be responsible for carrying out all directives of the Council. Utilizing his/her experience in association management, the Executive Director will make recommendations to the Council regarding best practices in the association management industry, strategies for growth, future initiatives, and opportunities. As the main point-of-contact for the Council, all association work will be assigned to the Executive Director who will have access to, and coordinate with, other members of the CHMS team for their expert assistance, thereby assuring that all work is completed in a timely manner. The Executive Director will oversee all work products and will be responsible for the delivery of quality services to SDS.

Working with the support of the CHMS management team, the CHMS and Executive Director will provide the following services:

- 1) Reporting to the Administrative Committee and the Policy Council, the Executive Director will manage the SDS office, including planning and directing all aspects of SDS operations and all phases of SDS’s diverse activities.
- 2) Be responsible for direction and coordination of all SDS home office activities.
 - a. Prepare and submit various management reports.
 - b. Oversee purchasing and inventory of products.
- 3) Serve as a referral and networking person for issues related to the field of System Dynamics.
- 4) Conduct special projects and assignments as directed by the President, the Council and/or the Administrative Committee.
- 5) Ensure SDS’s compliance with relevant state and federal laws governing non-profit organizations.
- 6) Oversee membership and services to SDS members and other interested parties, including:
 - a. Assist in developing strategies to make membership more valuable, including benefits for Chapters and Special Interest Groups.
 - b. Oversee the renewal and new member campaigns.
 - c. Resolve any membership problems.
 - d. Work closely with SDS’s publisher for member services.
 - e. Implement an emeritus membership program.
- 7) Support all officers of the Policy Council for planning, growth, directing and coordination of programs and changes in procedure and policy.
 - a. Work with the President each year to update “Presidential Duties” document.
 - b. Work with the President, Secretary and VP Electronic Presence to organize face-to-face and electronic Policy Council meetings when necessary.
 - c. Oversee management of archiving minutes.
 - d. Serve on standing and ad hoc committees as appointed.

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- e. Work with the President, officers, and designated committees to update the Policy Council Handbook when necessary.
- 8) Manage campaigns for growth: Library, Sponsorship (SDS and Conference), Membership, Chapter and Special Interest Group, Volunteer, Awards Endowment, etc.
- 9) Attend all Policy Council meetings and present semi-annual status reports.
- 10) Attend all Administrative Committee meetings.
- 11) Maintain good working relationship with publisher regarding research journal and subscriptions for members.
 - a. Attend annual meeting with publisher and Executive Editor and/or VP Publications, take notes and follow up on any initiatives.
 - b. Assist with contract negotiations; keep abreast of other publishing offers.
- 12) Assist in web development and presence. Provide analysis; assist in definition and direction of computer-related development and maintenance activities.
 - a. Ensure correct functionality of all SDS websites. Resolve any web related problems.
 - b. Work closely with VP Electronic-Presence.
 - c. Document systems for maintenance after programming.
 - d. Monitor conference venue default sites program.
- 13) Attend national and international System Dynamics events to represent SDS.
 - a. Work to “trade” conference sponsorship with other organizations.
 - b. Find new conferences or other non-profits to trade sponsorships.
- 14) Coordinate with CHMS team staff members as well as with student interns, volunteers, and others, including independent contractors and consultants who work with SDS.
- 15) Attend training and classes to learn more about the field of System Dynamics and/or maintaining a non-profit organization.
- 16) As required for grants or other contractual obligations, maintain time record accounting system for SDS-related activities.
- 17) Provide support to System Dynamics initiatives, including:
 - a. Information management for correspondence, proposals, contracts, etc.
 - b. Attend meetings and conferences when necessary.
 - c. Supervise and/or coordinate with researchers, students, and others who work to support these initiatives.
- 18) Secure funding sources to subsidize SDS initiatives, including:
 - a. Develop contacts made through SDS and SDS member organizations.
 - b. Develop fund raising strategies and oversee all aspects of fundraising programs; create goals and solicit funds to meet those goals.
 - c. Develop new products for SDS to sell in order to maintain an appropriate income.
- 19) Provide guidance, advice and assistance to the Policy Council regarding organizational governance, including best practices for non-profit by-laws, policies and procedures.
- 20) Work with the Policy Council to review SDS’s strategic plan and engage the Council in a process to review the strategic plan and annual work plan.

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21) Explore opportunities to develop new professional standards and a credentialing system for systems dynamics.

(B) Continuity of Employment of SDS Employees

- 1) Work with SDS leadership in implementing the adopted plan for dealing with the Continuity of Employment issue.
- 2) Work with existing SDS staff to implement the adopted plan, as appropriate, during the last quarter of 2018.

(C) Administrative Support

- 1) Establish SDS's headquarters at CHMS offices located 230 Washington Avenue Extension, Albany, NY.
- 2) Establish a phone line for SDS and provide a live receptionist to answer the phone in SDS's name from 9:00 a.m.-4:30 p.m. (Eastern Time).
- 3) Provide executive office space for Executive Director with access to the CHMS meeting rooms, training room and administrative staff.
- 4) Provide administrative and technical support to the Executive Director.
- 5) Oversee work of graduate assistants and/or student interns working on special or long-term projects.
- 6) Maintain and update SDS's front, back and other insertions for the System Dynamics Review.
- 7) Manage supplies and inventory.
- 8) Create presentations, gather data and information for reports and create databases as necessary to track critical information for a variety of projects
- 9) Become proficient in details of running the Beer Game.
- 10) Manage and update Policy Council, forum mailing lists, Listservs, and other communications media under SDS's umbrella.
- 11) Coordinate dispersal of SDS products, advertising and marketing materials.
- 12) Maintain and update insurance payments and records.
- 13) Coordinate Policy Committee meeting details and logistics and communicate with invitees regarding attendance and logistical information.
- 14) Make travel arrangements for the Executive Director.
- 15) Arrange conference calls and face-to-face meetings as needed.
- 16) Maintain electronic and paper manuals for database tasks, online submission system tasks, sales and shipping.
- 17) Order office supplies and maintain stock of letterhead, etc.

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(D) Membership Management

- 1) Maintain and upgrade the membership database to provide all information for renewal solicitation of 1000+ members.
- 2) Create and implement the calendar for renewal solicitations, including soliciting correspondence to members from Policy Council members and drafting renewal solicitations.
- 3) Process new and renewal membership applications.
- 4) Manage accounts receivable and provide receipts and invoices for new and renewal memberships.
- 5) Generate contacts with potential new members and systematically contact non-renewals.
- 6) Make first contact with new members.
- 7) Perform analysis of membership numbers to determine renewal rate, retention rate, etc.
- 8) Coordinate sharing of membership list with journal publisher.
- 9) Respond promptly to member inquiries and issues by telephone, fax, email, and mail.

(E) Database Management

- 1) Maintain and further develop SDS's database to respond to changing information management needs, specifically coordination with online conference paper submission and reviews, increase in required data on membership, conference registration, sponsorship solicitation, sales contacts, and mailing list.
- 2) Use the database to produce targeted mailings and contact lists focused on membership renewal, payment of member fees, supported or free memberships, permissions to add to the publisher's mailing lists, permissions to include in the online directory, volunteer service, sponsorship solicitation, contact with sponsors, publication of sponsor names, solicitation of conference reviewers, conference reviewer preferences, conference registration, conference registrant meal and room arrangements, payment of conference fees, and other information needs.
- 3) Facilitate the efficient export of data to the journal publisher, to the online directory, to the conference submission and review system, and for use in publications such as the online conference proceedings.
- 4) Continue to expand database functionality and integration with added data from sponsors/donors.

(F) Financial Management

- 1) Ensure accurate and complete financial records.
- 2) Prepare and submit various monthly financial reports in a timely manner.
- 3) Assist in the development of budgets and monitor all budgets.
- 4) Initiate and assist in the development of investment plans as needed.
- 5) Assist the Executive Director, VP Finance, or other designated officer or committee in developing SDS's annual operating budget.

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- 6) Assist the Executive Director, VP Finance, or other designated officer or committee in monitoring SDS's annual operating budgets and finances for all funding sources.
- 7) Coordinate with the Executive Director, VP Finance, or other designated officer or committee to ensure proper annual reports and filings compliance.
- 8) Secure an outside auditor to complete annual audit.
- 9) Assist with annual contract requirements (from draft through final execution of contract, amendments or updates) between SDS and contractual partners.
- 10) Enter and classify all income and expense transactions using QuickBooks.
- 11) Assist with procurement and travel certifications and filings.
- 12) Assist with tracking and funding investment vehicles and funding.
- 13) Assist the Executive Director with all Human Resources-related activities.
- 14) Enter and classify all sales transactions using QuickBooks.
- 15) Produce receipts and invoices, record payments, enter credits, refunds, etc.
- 16) Process incoming and outgoing credit card slips, checks, wire transfers and all other forms of payment.

(G) Legacy Campaign

- 1) Continue ongoing management and support to leverage attention from July 2017 launch of the campaign.
- 2) Continue assistance in the development of a plan for long term growth, including the establishment of a fund or foundation.
- 3) Continue collaboration to set up procedures with SDS governance.

(H) Conferences and Events

Conference and Event Management Services

- 1) Manage and attend the annual International System Dynamics Conference and provide pre-, during, and post-conference support including site visits and selection, budgeting, program assistance, web presence, coordinating volunteer labor and local arrangements. Includes writing and editing a variety of conference related literature for distribution; plan, coordinate and implement all events; assist and/or perform initial contract negotiations and vendor service agreements. (Domestic and International)
 - a) Track all finances.
 1. Create conference budget working with the VP Meetings, VP Finance, and local site.
 2. Analyze budgeted expenses against final totals.
 3. Create system for international bookkeeping when needed.
 - b) Suggest and create methods of improving the planning process and implementation of conferences.

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- c) Work with the newly appointed program chair and conference chair each year.
 - d) Monitor the web submission system through all phases of submission and review, using it to create the program.
 - e) Work with the software designer or vendor to improve the submission system.
 - f) Address the conference population, present reports.
 - g) Represent SDS.
- 2) Negotiate the conference venue requirements.
 - 3) Create new events at the conference to facilitate job-related conversations.
 - 4) Coordinate meeting details and logistics.
 - 5) Communicate with invitees regarding attendance and logistical information.

Conference Submissions Management

Receive submission information electronically from SDS’s online system and incorporate it for use in print and electronic publications. This also includes:

- 1) Track submissions through review and assignment to sessions, and carry out notification to authors.
- 2) Prepare abstracts and author information for publication in the online conference proceedings.
- 3) Communicate directly with and assist submitters.
- 4) Make corrections as needed in the conference submissions.
- 5) Oversee review assignment completion and follow-up.
- 6) Solve problems and troubleshoot for authors and system users.
- 7) Communicate and coordinate with the VP Electronic-Presence to troubleshoot and maintain the submission system.

Conference Correspondence Management

- 1) Create and implement the calendar for communications with thread chairs, including drafting and sending letters.
- 2) Create and implement the calendar for communications with reviewers, including drafting and sending letters.
- 3) Draft and send out monthly communications to database regarding conference updates.

Conference Volunteer Coordination

- 1) Recruit, schedule and manage registration desk volunteers.
- 2) Recruit, schedule and manage satchel stuffing volunteers.
- 3) Manage communications with and registration of conference volunteers.

Initials _____ Date _____

Initials _____ Date _____

Conference Registration Management

- 1) Manage accounts receivable and provide receipts and invoices for approximately 500 annual conference attendees.
- 2) Produce all registrant-specific materials for the conference: name badges, receipts, information packets, etc.
- 3) Perform analysis of registration numbers to determine participation rate, expected final attendance, etc.
- 4) Respond to potential attendees by email, fax, telephone, and mail.
- 5) Assist conference attendees with obtaining visas and contacting roommates.
- 6) Oversee communications to scholarship recipients.
- 7) Manage visa-denied author information for proceedings.

(I) Manage events associated with PhD Student groups

- 1) Provide a single point of contact for PhD student group leadership doing business with SDS.
- 2) Provide coordinating support for on-going activities of organized PhD student groups, such as the PhD colloquium at the annual ISDC conference, the MIT-WPI-Albany PhD Symposium, and other similar activities.
- 3) Coordinate governance contacts between the president of the Student Chapter and faculty coordinator and director of the PhD Colloquium.

(J) Publications

- 1) Collaborate on design, editing and production of a variety of SDS and conference materials—brochures, newsletters, registration forms, announcements, proceedings, etc.
- 2) Collaborate on production and content of Annual Home Office, Executive Director's, and VP Finance Reports.
- 3) Assist with order fulfillment of products and publications as needed.
- 4) Work with publishers and manufacturing companies for final publications and products including annual conference proceedings.
- 5) Work with Wiley, publisher of the printed and online quarterly journal, for up-to-date accuracy of SDS pages and online information.
- 6) Collaborate on design, editing and production of SDS materials: brochures, newsletters, new member letters, letterhead, web pages, etc.

Initials _____ Date _____

Initials _____ Date _____

(K) Communications

Public Relations

- 1) Organize public relations campaign to maintain goodwill towards SDS, create new relationships, and increase presence around the world. This includes generating up to four issues yearly of the *System Dynamics Newsletter* in collaboration with the current President, mass emailing, etc. Review all marketing and other literature. Evaluate campaigns and modify as well as create new initiatives.
- 2) Organize continuous informative and community-minded communications through use of mailings, publications, meetings – electronic and hard-copy.

Web Authoring and Maintenance

- 1) Manage all SDS conference web information and archiving.
- 2) Create and update online proceedings and all ancillary activities.
- 3) Collaborate and support design of all webpages, including conference and ancillary support.
- 4) Ongoing review of existing web pages for accuracy, currency, completeness, and consistency—edit and update web files.
- 5) Continue to support Web Portal / Online Solution Platform as long as deemed necessary by the President and Executive Director

Social Media

- 1) Review SDS’s existing social media channels and prepare a strategy to increase the impact of SDS’s social media messaging.
- 2) Maintain and update SDS Facebook page.
- 3) Maintain and update SDS Twitter and LinkedIn accounts.
- 4) Create additional social media presence as needed.

(L) Chapter and SIG Relations

- 1) Evaluate the current relationship between SDS and the chapters to assess the value proposition and offered through the chapters and to SDS.
- 2) Based on our assessment, develop strategies to strengthen the relationship with the Chapters, make membership more valuable for Chapters and Special Interest Groups.
- 3) Provide Chapter/SIG assistance, including:
 - a. updating Chapter/SIG leadership lists, maintaining contact with liaisons
 - b. managing Chapter/SIG meetings and related events at conference
- 4) Assist with e-mail and web pages for Chapters and SIGs

Initials _____ Date _____

Initials _____ Date _____