



LEADERSHIP GUIDE

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American Subcontractors Association of South Carolina, Inc.

(ASA of SC)

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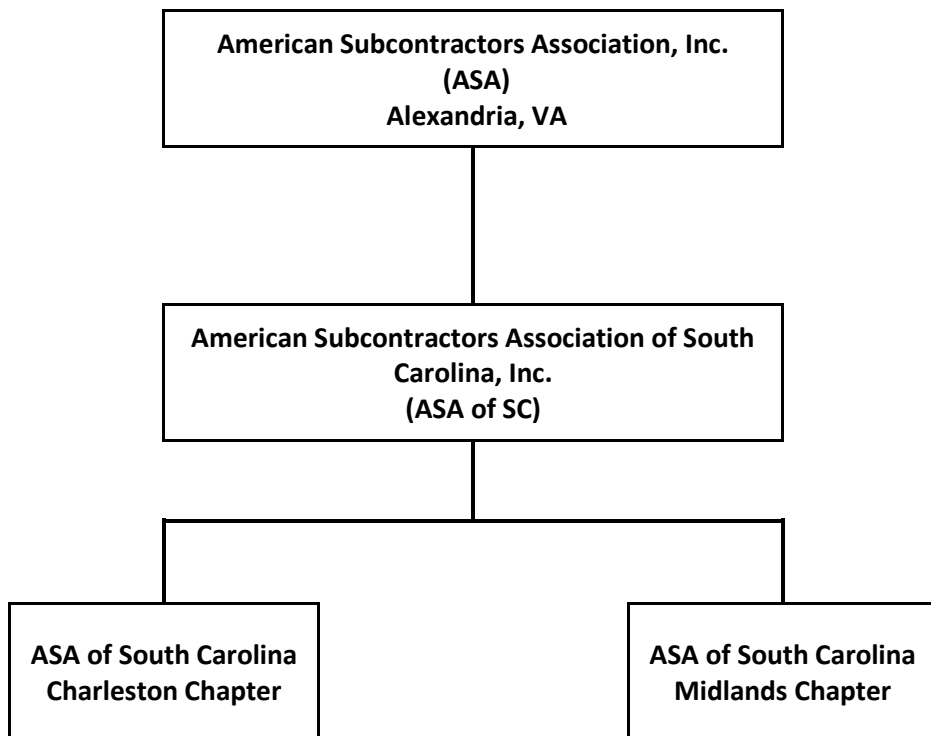
Website: www.subcontractorscarolina.com

AMERICAN SUBCONTRACTORS ASSOCIATION OF SOUTH CAROLINA, INC.
ASA of SC
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I ORGANIZATIONAL FLOW CHART



II. ABOUT ASA

The American Subcontractors Association (ASA) was founded by a group of subcontractors operating in the Washington DC area in 1966. Beset by customary industry abuses, these contractors realized that each was pursuing his own individual course and the major problems confronting them collectively were largely ignored. There was no spokesperson. The more unified groups had the leverage.

ASA was born out of that frustration - an organization dedicated to serving the interest of subcontractors regardless of trade, an organization that would complement existing specialty trade associations rather than compete with them. It was truly an idea whose time had come.

Within weeks, the Washington group established communication with similar local groups struggling to achieve parity for subcontractors and ASA was born. In a few short years, ASA had developed a voice that older, traditional power wielding groups were forced to acknowledge.

ASA chapters continued to spring up all over the country and by the 1970's had spanned the country from coast to coast. Membership grew into the thousands – and has continued to grow because objectives were followed by solid accomplishments.

The American Subcontractors Association, Inc. is an IRS section 501 (c) (6) non-profit national membership trade association of 5,500 subcontractors, specialty trade contractors and suppliers in the construction industry. ASA is governed by a Board of Directors in accordance with ASA bylaws. Every three years, ASA develops a Strategic Plan.

- ASA Vision: The American Subcontractors Association is recognized as the united voice dedicated to improving the business environment in the construction industry.
- ASA Mission: The American Subcontractors Association, comprised of professional constructors, suppliers, and service providers, represents the construction industry through advocacy, leadership, education, and networking.
- ASA Values: The ideals and beliefs of ASA are ethical and equitable business practices, quality construction, a safe and healthy work environment, integrity, and membership diversity.

American Subcontractors Association, Inc. (ASA)

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Website: www.asaonline.com

III. ABOUT ASAC

The American Subcontractors Association of the Carolinas, Inc. (ASAC) was a two-state chapter under the framework of the ASA National Association. Within the framework of ASAC (chartered 6/4/69), membership grew to approximately 200 member firms spread across North and South Carolina with up to five active subchapters coordinated through a storefront ASAC office located in Lancaster, SC.

In 2017, a decline in revenue prompted a push to modernize and increase the use of digital platforms to promote ASAC and conduct association business. The website was updated and an electronic media marketing firm was engaged in an attempt to expand our member base. The cost and effort of transitioning to electronic commerce while trying to maintain a brick-and-mortar presence and holding on to the traditional ways of doing business resulted in a budget crisis as well as friction between the executive director and the Board. In 2018, a budget task force was assembled to objectively examine the budget and current business model and was asked to recommend ways to reduce costs to make ASAC more efficient. It was determined that a significant portion of the budget was spent on paid staff including taxes and benefits and on maintaining the office in Lancaster along with the associated utilities and costs. The Board decided to close the office and accept the retirement of the executive director. A part-time chapter administrator was hired and business operations went fully digital.

In 2019, membership and participation in ASAC activities by the chapters in Charlotte and Raleigh declined and by the end of 2020, only the chapters in Columbia, SC (Midlands) and Charleston were active. The dozen or so members in North Carolina were without local leadership and were not organized or meeting at all. In 2021, with the support of ASA National, the Board made the decision to incorporate in South Carolina as ASA of South Carolina and dissolve the North Carolina corporation. The remaining North Carolina members would be absorbed by ASA National as at-large members. ASA National would provide member administration and would be responsible for oversight should any of the North Carolina chapters be reconstituted and become active again.

IV. ABOUT ASA OF SOUTH CAROLINA

The American Subcontractors Association of South Carolina, Inc. (ASA of SC) was incorporated in February 2022 with active subchapters in Columbia (Midlands) and Charleston, South Carolina and operates under the framework of the ASA National Association. The approximately 120 member firms are supported by an administrator who coordinates the website and the administration of the chapter. All chapter business is conducted on-line through our website: www.subcontractorscarolina.com including new member applications, benefits of membership, event registration, a membership directory, lien lists, a job board, and links to resources provided by ASA National. ASA of SC continues to provide services to our membership including:

- Assisting local chapters and their individual members with business issues. ASA of SC is available to assist members by answering questions and making referrals.
- Maintaining a digital database (Business Practices Interchange – BPI) of general contractors throughout the United States to provide subcontractor references on payment practices, contract clauses, and job organization. The BPI is a member-only service and can be accessed on the ASA of SC website.

- Maintaining liaisons with other statewide organizations in the industry.
- Promoting legislation favorable to subcontractors and suppliers in the Carolinas.
- Maintaining a membership directory on the website that is accessible to members, general contractors, architects, and owners for their use in soliciting bids.
- Supporting the activities of the Specialty Trade Associations Council (STAC). STAC is a group of independent construction trade associations in North and South Carolina established for the purpose of pursuing legislative matters with united specialty trades influence.
- Presenting an annual convention and trade show for the subcontracting industry in a resort setting. Attendees are updated on innovative ideas for operating in the present business climate through educational programs and networking in addition to planned recreational and social activities.

American Subcontractors Association of South Carolina (ASA of SC)

P. O. Box 2415

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Website: www.subcontractorscarolina.com

Approved by Board of Directors, In Session, 18 May 2022

V ASA OF SOUTH CAROLINA CHAPTER ACTIVITIES

SUBCONTRACTORS LEGAL ASSISTANCE FUND PROGRAM

GENERAL CONTRACTOR COUNCIL – Networking opportunities with GC’s

PROFESSIONAL ASSISTANCE – Member discussions through networking opportunities at local chapter meetings from professionals in the legal, accounting, insurance, bonding, technology, safety, and business fields.

BUSINESS PRACTICES INTERCHANGE – Conducted at local chapter meetings and available online.

Discussion of experiences with contractors:

- | | |
|------------------------|----------------------|
| Bid Shopping Practices | Back Charge Abuse |
| Contract Adherence | Retainage Reduction |
| Payment Problems | Change Orders/Extras |

COOPERATIVE EXCHANGE – Panel discussion/dialogue with Architects, General Contractors, Engineers, Governmental Construction Officials, and Financial Institution Officials.

EDUCATIONAL PROGRAMS

- | | |
|-----------------------------|-------------------|
| Contract Negotiations | Contract Language |
| Insurance/Bonding | Financing |
| Timely Payments | Cash Flow |
| Construction Law | Tax Laws |
| Project Management | Safety |
| Employee/Customer Relations | OSHA |
| Business Operations | |

LEGISLATIVE NETWORK – ASA of SC members receive information on ever-changing laws, regulations, and work environmental issues on the local, state, and federal levels. ASA of SC supports the legislative activities of the Specialty Trade Associations Council (STAC).

LIEN LIST – Provided by chapter attorneys and available on the ASA of SC website.



• **This membership is for your entire company and includes membership into the Local Chapter, ASA of SC and ASA National. All company employees are encouraged to participate in ASA and ASA of SC events and programs.**

• Are You Currently a Member of an ASA of SC Chapter?*

- No
- Yes

• **Company Info**

• Company Name*

• Company Address*

 Street Address City

• State ZIP Code

• Company Phone*

• Company Fax

• Year Founded

• Number of Employees

• Name of The Person Who Referred You To ASA of SC*

• **Member Info**

• Name*

 First Last

- Phone*

- Email*

- Title

- Chapter*

- How many additional chapters would your company like to be a member of?*

\$250 Per each additional chapter, 1 member per chapter.

- Charleston
- Midlands
- None

• Membership

- Dues Category*

• Upgrade your profile on our website to gain even more exposure!

- Membership Directory Packages



- **Gold Package Includes:**

Company Name

Name (First, Last)

Chapter

Location

Link to Google Maps/Directions

Phone Number (Click to Call on Mobile)

Email (Click to Email)

Company Description - Up to 150 words

Display up to 2 Service/Trade Type Categories

Website link

Add Logo to Profile

Add Social Media Links: Facebook, Twitter, Instagram, LinkedIn, Home Advisor, Angie's List, Porch Ect. (up to 3)

- Main Service/Trade Type Category*
- Other*

- Additional Services/Trade Type Categories

Please use a comma if adding more than one.

- Company Description

- Website Link

- Please Upload Your Logo Here

Max. file size: 512 MB.

- Social Media Links (1 per line)

Add Social Media Links: Facebook, Twitter, Instagram, LinkedIn, Ect. (up to 3)

-

-

- Payment Options*

- Securely by Credit Card
- Check

- Tax Disclaimer*

Dues payments are not deductible as a charitable contribution, but may be deductible as a business expense. ASA estimates that approximately \$323 of your membership dues are not deductible because of ASA's lobbying activities on behalf of our members. Member benefits are subject to change.

- I Understand these payments are not a charitable contribution

- Total
\$2,750.00

- Credit Card

-

Card Details

Cardholder Name

Be sure to select your directory upgrade package when signing up. Below is a diagram of how each of the profile levels look on the website directory. Click the image to zoom in.

Platinum includes your logo on the ASAC homepage and on the top of the directory page!

The image shows a screenshot of the ASAC website directory with four membership levels displayed vertically. Each level is represented by a badge on the left and a profile card on the right. The Platinum level is highlighted with a red arrow pointing to a 'Your Logo Here' box on the website's navigation bar. The profile cards for all levels include the company name, address (1990 Harley Street, North Charleston, SC 29406), phone number (843) 744-4261, chapter (Charleston), and member (Andrew McLaughlin). The Platinum level also includes a company description and a list of services/professions (Grading, Utilities, Concrete). The Gold level includes a list of services/professions (Paving, Grading). The Silver level includes a list of services/professions (Paving). The Bronze level includes a list of services/professions (Paving). Each profile card also features contact buttons (View Our Website, Email Us, Click to Call) and social media links (Facebook, Twitter, YouTube, Google+, Angies List).

VII STRATEGIC PLAN

AMERICAN SUBCONTRACTORS ASSOCIATION OF SOUTH CAROLINA

STRATEGIC PLAN 2022-2023

MISSION STATEMENT: To represent, promote, and protect subcontractor rights through legislation while providing opportunities for networking and education.

By meeting the outlined goals, ASA of SC and local chapter boards will bring value to the membership.

1. EDUCATION:

- a. Perpetuate the ASA of SC education program to ensure all chapters participate in a common yearly program theme established at the annual convention.
- b. Promote educational materials available through ASA's Distance Learning Programs, White Papers and other ASA sponsored programs.

2. FINANCE: Chair—ASA of SC Treasurer, Committee Members—ASA of SC Executive Committee

- a. See Policies #6. Financial Policies & Procedures ASA of SC

3. LEGISLATION:

- a. Pursue reciprocal attorney fees legislation, preserve South Carolina lien law rights, Continue pursuit of ASA of SC member representation on the SC Licensing Board. Continue monitoring SC Licensing Regulations.
- b. Keep chapters informed monthly on the progress of ASA, ASA of SC, and STAC key issues. Encourage use of ASA and ASA of SC websites to keep members informed on current issues and activities.
- c. Promote the ASA of SC Legal Assistance Fund and the use of the fund. Encourage donations to strengthen the fund balance. Remind chapter leaders to review successes of the fund and cases in progress.
- d. Remain diligent in promoting ASA of SC's name before legislators.
- e. Maintain current relationship with STAC.

4. NETWORKING/COMMUNICATIONS:

- a. Work with Executive Committee for a least three opportunities for networking (i.e. convention hospitality room, welcome reception, banquet, golf tournaments, etc.) Strive for 25%-member firm attendance at the annual convention.
- b. Encourage chapter members and chapter officers to visit other ASA of SC chapter events and other association meetings. Keep membership informed on other chapter activities and events.
- c. Promote joint meetings with other associations with similar interest.
- d. Encourage local chapter boards to offer more and varied networking opportunities to their chapter members.
- e. Each chapter should designate a member to promote ASA of SC meetings, events, awards, and accomplishments to local news media for optimum member and association recognition.

5. MEMBERSHIP:
 - a. Encourage each chapter to develop an annual membership campaign program. Program should be based on member participation, enthusiasm for increasing chapter presence in the industry and promotion of membership in the 8-80 Club.
 - b. Increase ASA of SC membership by 10%, 90% retention with net increase of 5% annual membership.
 - c. Promote the 8-80 Club membership.
 - d. Actively pursue members who are potential non-renewals through member's sponsor or another appropriate individual.
6. CHAPTER MANAGEMENT: (To be managed at the local chapter level)
 - a. Develop, implement, and maintain a Strategic Plan incorporating the applicable portions of the ASA of SC Strategic Plan. This plan, a Meeting Program Schedule, and an annual planning calendar should be submitted to the incoming President by May 30th to allow time for review and implementation on July 1.
 - b. Education: Each chapter will designate a member to serve as Education Chair, forming a committee if needed.
 - c. Legislation: Support and assist ASA of SC and STAC in current legislative issues by action and financial contribution. Support the legislative effort by communicating issues to the membership, educating them on the details, value, and importance of legislative issues and seeking their assistance when communicating to legislators for strengthening the association's voice and power.
 - d. Networking: Provide the maximum amount of networking opportunities to chapter members each month. Work to obtain the 25% convention attendance goal.
 - e. Membership: Form and actively support chapter membership committee. This committee will create and implement a membership plan to achieve ASA of SC's Strategic Plan membership goals.
 - f. Association Management: The Board of Directors of each local chapter will encourage members to maximize the participation in the various aspects of the Number One ASA of SC Chapter Program. Ensure that members know and understand the Criteria: i.e. BPI participation, Panther Raffle ticket sales, meeting attendance, timely dues payment, advertising, membership recruitment, retention, and the Tommy Parker Cut Program. Encourage members to react to criteria needs and keep them informed on how their chapter ranks.
 - g. Chapter Treasuries: Those local ASA of SC Chapters maintaining their chapter treasuries and/or bank accounts must provide balanced financial statements, including balance sheets and reconciled bank statements, quarterly to the ASA of SC office no later than the 25th of the month following the quarter. Additionally, those chapters making contributions to charities and/or scholarships must provide documentation for the contribution amounts, in addition to the recipient's names, address, and phone numbers.
7. ASSOCIATION MANAGEMENT: Committee Chair: Honorary Chairman of the Board, Committee Members: ASA of SC Local Chapter Presidents
 - a. Assist in selling online membership directory ads on the ASA of South Carolina website, and Carolina Panther raffle tickets to obtain annual 10% increase in sales by involving local chapter

- board members and chapter members in helping ASA of SC meet maximum financial potential in revenue generating efforts.
- b. Maintain and update the ASA of SC Strategic Plan annually as approved by the Board of Directors, which is to be completed by the May Board meeting and distributed immediately after.
 - c. Pursue revenue generating programs that provide additional value for ASA of SC membership and increased member benefits.
 - d. Assist Executive Board with projects as needed.
 - e. Report ASA of SC local chapter's progress in each of the above areas to the ASA of SC Board of Directors at scheduled ASA of SC Board meetings.

Approved by the Board via email vote 24Aug22

VIII AMERICAN SUBCONTRACTORS ASSOCIATION OF SOUTH CAROLINA BY-LAWS

ARTICLE I—NAME AND REPRESENTATION

SECTION 1- NAME. This Association is entitled AMERICAN SUBCONTRACTORS ASSOCIATION OF SOUTH CAROLINA INC., (“ASA of SC”) and is a non-profit corporation incorporated under the laws of the State of South Carolina.

SECTION 2. AREA REPRESENTATION. This Association shall act as the parent organization for local chapter units located in South Carolina, which local chapter units shall make application and be accepted as members of the Association. Membership requirements are more specifically set forth in Article IV.

ARTICLE II--SEAL AND OFFICES

SECTION 1. SEAL. The seal of the Association shall be in circular form and shall bear around its outer perimeter the words “**AMERICAN SUBCONTRACTORS ASSOCIATION OF SOUTH CAROLINA, INC.**” The Board of Directors may change the form of the seal or the inscription thereon at their pleasure.

SECTION 2. OFFICES. The principal office of the Corporation shall be located at 525 East Bay Street, Charleston, South Carolina, effective 18 February 2022, and continuing until such time as the Board of Directors may determine otherwise or as the affairs of the corporation may require.

W. Duffie Powers, Gallivan White & Boyd PA, shall serve as a registered agent of the Corporation for service of process in South Carolina and shall maintain a registered office for the Corporation as a part of his law practice, presently located at 1201 Main Street, Suite 1200, Columbia, South Carolina 29201.

The registered agent and location of the register office may be changed from time to time by the Board of Directors (“Board”).

ARTICLE III—PURPOSE, POLICIES, AND OBJECTIVES

SECTION 1. PURPOSES. The purpose of this Association is to assist local chapters and their individual members with all aspects of issues subcontractors face in the construction industry. The Association shall operate in its parent and administrative capacity, providing representation for its member units in the National American Subcontractors Association organization. To the extent that this Association represents the needs of its local chapters, its purpose shall encompass all the singular goals asserted by its membership and approved as appropriate by the Association.

SECTION 2. POLICIES. The programs of the Association shall be educational and shall be developed through conferences, committees, and projects. The Association shall further be noncommercial, nonsectarian, and non-partisan. No commercial enterprise and no candidate shall be endorsed by it. The name of the Association and the names of its chapters and its officers shall not be used with any partisan interest or for any purpose other than the regular work of the Association.

The Association shall not seek to direct the administrative activities, policies, or programs of its chapters.

The Association shall not enter into membership with other organizations save such international or national organizations as may be approved by the American Subcontractors Association, Inc. (National). Additionally, the Association or any of its subdivisions may cooperate with other organizations and agencies actively concerned with the general welfare of subcontractors, such as conference groups or coordinating councils, provided the Association makes no commitments that bind its individual member groups.

SECTION 3. OBJECTIVES. It is the objective of this Association to foster the development of, establish, encourage, and maintain a mutually beneficial relationship between the Association and its local chapters. This objective shall be accomplished by the activities as shall receive the approval of the Board, while require adherence to the Association's purposes and policies.

ARTICLE IV—MEMBERSHIP

SECTION 1. ELIGIBILITY. Any established person, firm, partnership, or corporation which is regularly engaged as a subcontractor in the construction industry, in South Carolina, or in areas as the Board may from time to time determine shall be eligible for regular membership as hereinafter provided. A subcontractor is a person or entity that regularly prepares and submits a lump sum bid to furnish materials and shop or installation labor to a prime or general contractor or another subcontractor, according to plans and specifications. Any established person, firm, partnership or agent thereof, which is actively engaged in selling, supplying, or distributing construction materials, supplies, equipment, or service pertaining thereto shall be eligible for membership. In addition, prime contractors, banks and lending agencies, insurance and surety bond issuers, and others furnishing related services to construction subcontractors are also eligible for membership.

d. **ACCEPTANCE.** Completed applications for membership will be reviewed by the local chapter board of directors for "acceptance" and confirmation by vote of the ASA of SC Board to assure applicant meets eligibility for membership.

e. **DENIED.** If the local chapter board of directors determine an applicant does not meet the criteria for membership, the application will be referred to the ASA of SC state office for review with General Counsel. Board members or other chapter representatives cannot deny membership to an applicant without consultation and approval from ASA of SC General Counsel. Should the applicant be denied membership in the association, the Chapter President, ASA of SC President, ASA of SC Executive Director and/or General Counsel, after consultation, will determine how the denial for membership will be communicated to the applicant.

SECTION 2. INDIVIDUAL MEMBERSHIP. Membership in this Association shall be attained individually by membership in a local chapter of the American Subcontractors Association located within the state of South Carolina, such local chapter being affiliated with the AMERICAN SUBCONTRACTORS ASSOCIATION OF SOUTH CAROLINA, INC.

SECTION 3. AFFILIATE MEMBERSHIP. Subcontractors located within the representative area of this Association are authorized and encouraged to join together in local groups in their communities, operating either formally or informally at their option, and make application for affiliation to the AMERICAN SUBCONTRACTORS ASSOCIATION OF SOUTH CAROLINA, INC. Affiliation shall be accomplished by gaining the majority approval of the Board. Among other obligations, it shall be the duty of this Board, upon considering any group for affiliation, to determine whether the applicant is interested in the objectives of the Association and willing to uphold its policies and subscribe to its By-Laws.

SECTION 4. AFFILIATE MEMBERSHIP APPLICATION. All applicants for chapter affiliation shall file with the secretary a written application in such form as the Board shall from time to time determine. Applications for membership shall be presented promptly for consideration and investigation to the Board or to the admissions committee, if an admissions committee has been appointed by the Board and if an admissions committee has been appointed, it shall report its recommendations promptly to the Board.

SECTION 5. RETIRED ASSOCIATE MEMBER. Retired employees, whose firm at the time of their retirement was eligible for individual membership in AMERICAN SUBCONTRACTORS ASSOCIATION OF SOUTH CAROLINA, INC., shall be eligible for membership as a Retired Associate Member. Such eligibility shall be maintained regardless of the present status of the individual member from whom this eligibility originally derived.

Rights of the retired Associate Member shall be identical to that of an individual member. The Retired Associate Member shall otherwise satisfy all applicable qualifications for membership including payment of such dues as may be determined by the Board and the local affiliate member chapters.

SECTION 6. VOTING RIGHTS. No individual member shall have voting rights in this Association. However, each affiliate member chapter shall elect delegates to represent such affiliate member chapter in the conduct of the Association's business. Such elections shall be held at least thirty days prior to the annual meeting as hereinafter prescribed. The number of such delegates shall be as prescribed from time to time by the Board and may be stipulated to give equal representation to each affiliate chapter member on a chapter-by-chapter basis or may give unequal delegate representation to reflect the size of affiliate chapter membership, entirely at the sole discretion of the Board.

SECTION 7. TERMINATION OF MEMBERSHIP.

- Causes of Termination. The membership of any member of any classification shall terminate upon occurrence of *any* of the following events:
- The resignation of the member;
- Expiration of the period of membership, unless the member sooner renews for a subsequent period on the renewal terms set by the Board;
- Failure of a member to pay dues, fees, or assessments as set by the Board within thirty (30) days of written notice from the Treasurer or other designated representative of the amount of the arrearage, which notification shall be sent if the member is in arrears in the payment of dues for a period of ninety (90) days after said dues or any installment thereof are

- due and payable;
- The occurrence of any event which renders such member ineligible for membership, or failure to satisfy membership qualifications;
- The expulsions of the member, based upon the good faith determination by the Board that the member has failed in a material and serious degree to observe the rules and conduct of the Association, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of the Association.
- Suspension for Review of Membership. A member may be suspended for review based on the good faith determination by the Board that the member has failed in a material and serious degree to observe the Association's rules of conduct, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of the Association and its membership. A person whose membership is suspended shall not be an active member in the Association; however, Association benefits will continue during the suspension period.
- Procedure for Expulsion. If grounds appear to exist for expulsion or suspension of a member under subsections (a) and (b) of this Section 7, the procedure set forth below shall be followed:
 - The member shall be given fifteen (15) days prior notice of the proposed expulsion or suspension. Notice shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be sent by registered mail, or FedEx, or equivalent signed-for delivery service to the member's last address as shown on the Association's records.
 - The member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed expulsion. The hearing shall be held, or the written statement considered, by a committee authorized by the Board to determine whether the expulsion, suspension, or nonrenewal should take place.
 - The Board shall decide whether or not the member shall be expelled, suspended, nonrenewed or sanctioned in some other way. The decision of the Board shall be final.
 - Any civil action challenging an expulsion, suspension, or termination of membership, including a claim alleging defective notice, must be commenced within one (1) year of the date of the expulsion, suspension, or termination.
 - Reinstatement Procedure. Any member who is expelled or whose membership is not renewed may petition the Board for reinstatement to the Association after a minimum of two years from the Board's final decision expelling or nonrenewing the membership. A former member petitioning for reinstatement must submit a reinstatement application and submit to a personal interview if requested by the Board. The reinstatement application must contain the following:
 - an application for membership;
 - a statement describing the reason(s) for expulsion or nonrenewal;
 - a statement, signed by the accredited representative of the petitioner, detailing steps taken to correct or remedy the

- reason(s) behind the petitioner’s expulsion or nonrenewal; and, such other requirements as the Board may adopt from time to time for reinstatement.

The Board, at its next regularly scheduled meeting, shall decide whether or not to reinstate the petitioner based on the reinstatement application and the personal interview with the petitioner, if conducted. The personal interview, if conducted, will be held at the Board’s next regularly scheduled meeting. If the Board decides not to reinstate the petitioner, then the petitioner may repetition the Board one year from the Board’s decision.

Any member who is suspended will automatically be reinstated following the completion of its suspension period if the Board decided not to terminate the membership or renew the membership.

- Board Vote. Above-mentioned membership actions including, but not limited to, suspensions, expulsions, resignations, and reinstatements will require an affirmative vote of two-thirds of the members of the Board.

SECTION 8. TRANSFER OF MEMBERSHIP. Individual membership in the Association is not transferrable or assignable.

SECTION 9. MEMBERSHIP BENEFITS. In furtherance of the purpose of assisting local chapters and individuals in all aspects of the subcontracting business, and in recognition that the greater the number of members in the Association, the more opportunity to provide to the members special benefits not generally available to others in the subcontracting business, absent prior approval of the Board, any membership benefits afforded by the Association shall be limited to members in good standing.

ARTICLE V—MEETING OF THE DELEGATES

SECTION 1. DELEGATES. The individual members shall be represented at all times by the delegates duly chosen as per Article IV, Section 6, and shall have no other representation in the Association.

SECTION 2. ANNUAL MEETING. The annual meeting of the Association at which officers shall be elected shall be held at a time and place to be set by the Executive Director and approved by the Executive Committee.

SECTION 3. SPECIAL MEETING. Special meetings of the delegates may be called by the President, the Board, or not less than one-tenth of the delegates.

SECTION 4. PLACE OF MEETING. The Board may designate any place as the place of meeting for the annual meeting or for any special meeting called by the Board. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of South Carolina; but if all of the delegates shall meet at any time or place, either within or without the state of South Carolina, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 5. NOTICE OF MEETINGS. Written or printed notice stating the place, day, and hour of any meeting of delegates shall be delivered, either personally, by mail, e-mail or fax, to each delegate entitled to vote at such meeting, not less than ten, nor more than fifty days before the date of such meeting, by, or at the direction of, the President, or

the secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the delegate at his address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 6. INFORMAL ACTION BY DELEGATE. Any action required by law to be taken at a meeting of the delegates, or any action which may be taken at a meeting of delegates, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the delegates entitled to vote with respect to the subject matter thereof.

SECTION 7. QUORUM. Four Delegates each holding votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of delegates, a majority of delegates present may adjourn the meeting from time to time without further notice.

SECTION 8. PROXIES. At any meeting of delegates, a delegate entitled to vote may vote by proxy executed in writing by the delegate or by his duly authorized attorney in fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 8.1. VOTING BY PROXY. A member of the Board absent from a meeting may appoint one or more members who are at the meeting as his/her proxy to vote and otherwise act for him or her. The appointment may be done by written document, or by written communication, or by electronic communication, or by telephonic communication to the Executive Director of this Association or to the President of the Association, at any time, even during the course of a regular or special meeting of the Board. The Secretary of the Association shall note the proxy of the absent member in the minutes of the meeting at which the proxy is presented. For purposes of determining the existence of a quorum, a proxy given by an absent member to a member that is present shall be treated as if the absent member were present.

SECTION 9. MANNER OF ACTING. A majority of the votes entitled to be cast on a matter to be voted upon by the delegates present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these By-Laws.

ARTICLE VI—BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS, COMPOSITION, AND CERTIFICATION. The affairs of the corporation shall be managed by its Board. Directors need not be residents of the state of South Carolina, or members of the corporation. However, each locally affiliated chapter shall be represented upon the Board by not less than two Directors. Absent prior approval by the Board of ASA of SC, each affiliated Chapter shall be represented by a member or an employee of a member of ASA of SC.

At the annual meeting of the Association's delegates, election of Directors, as effectuated by local affiliated chapter, shall be certified.

In order to manage the size of the Board over the lifetime of the Association, immediately upon completion of their term as Honorary Chairman of the Board, Past

Presidents of the Association shall no longer be members of the Board and will not have a voice or a vote in the affairs of the association unless and until they choose to participate and meet a participation goal. This change to inactive status will relieve the Association from any liability for the actions of an inactive Past President and relieve Past Presidents who do not participate in Association business from any liability for the actions of the Association.

Any Past President that wishes to serve on the Board can choose to participate at any time but is required to give written notice to the Executive Director in advance of the next meeting of the Board of their desire and commitment to do

In order to retain active status on the Board and have a voice and a vote in the affairs of the association, Past Presidents are also required to attend a majority of the meetings of the Board annually and actively participate in the Association's goals and business,

Any Past President that has chosen to be an active member of the Board but who misses two (2) consecutive meetings of the Directors will have no vote for the record at the next meeting. Voting privileges for the record will be restored when an active Past President attends their second consecutive meeting.

Failure to attend any meetings of the Directors for one (1) year will be interpreted as a resignation from the Board and result in automatic removal from the Association's role as an active Board of Director with voting rights at the end of the then-current fiscal year, but you may choose to participate again at any time by providing written notice to the Executive Director in advance of the next meeting of the Directors and meeting the aforementioned participation goal.

The Board can include up to four At Large Directors appointed as needed. At Large Directors will serve a one-year term with service limited to two years. At Large Directors, up to two from each chapter will be proposed by a nominating committee appointed by the President and elected by the Board. At Large Directors will be selected from ASAC member firms.

SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS. The number of Directors shall be not less than nine. Directors shall hold office for two-year, staggered terms. In the first year, the local chapters shall elect one Director for one year and another for two years, each to hold office until his successor has qualified and been certified. Nothing contained herein shall prevent the re-election of any Director with the exception of Article VI, Section 2-i.

- a. Membership — Representation on the ASA of SC Executive Committee and the ASA of SC Board shall be limited to representatives of member firms in good standing with the association. Should a seated member of the ASA of SC Executive Committee or ASA of SC Board change jobs to an unaffiliated firm or if their company drops its' membership before the completion of the board members term, the board member will be allowed to complete their term with all voting rights, provided their local chapter approves that individual to continue to represent their chapter.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the Board shall be held without other notice than this by-law immediately after and at the same place as the

annual meeting of delegates. The Board may provide by resolution the time and place, either within or without the state of South Carolina, for the holding of additional regular meetings of the Board without other notice than such resolution. In any event, the Board must meet not less than three times each year and may meet in different locations, corresponding to the geographic representation of the Association's local chapters.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meeting of the Board may fix any place, either within or without the state of South Carolina, as the place for holding any special meeting of the Board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the Board shall be given at least two days previously thereto by written notice delivered personally, by mail, electronic mail or fax to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage prepaid. Any Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board needs to be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

SECTION 6. QUORUM. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 7. MANNER OF ACTING. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these By-Laws.

SECTION 8. VOTING BY SPECIAL BALLOT. Except for By-Law changes, when specific action by the Board is needed between scheduled meetings, and the President determines it is unnecessary to call a Special Meeting of the Board, a special ballot may be used. Special ballots shall be sent by special messenger, overnight delivery service, facsimile, electronic mail or other electronic means and Board members shall be given two (2) working days to respond in writing. All special ballots must be signed and dated. Two-thirds of the total members of the Board must respond and a two-thirds vote of those responding is necessary for passage.

- (v) Two members of the Board may request that a discussion by conference call to all Directors be held. The President shall schedule a requested telephone conference call to all members at a time when the greatest number may participate. Two-thirds of the members participating in the conference call shall constitute a quorum. Three-fourths of those attending the conference call meeting must approve any action taken.
- (vi) Each Board member shall respond to the President and the Secretary (or appropriate designated person). As a part of the records of the Association, the Secretary (or designated person) shall maintain the receipt of each transmission to and from each member of the Board as a part of the records of the Association.

- (vii) Board members not responding to special ballots within ten (10) days of the dated notification will be considered a “yes” vote in favor of the special ballot.
- (viii) Action taken pursuant to this Section 8 shall be communicated to each Board member by the Secretary (or designated person) who, upon request from a member, shall report to such member the identity of each member voting and specify the vote taken by each member.
- (ix) Action taken under this Section 8 shall be reported at the next following Board meeting.

SECTION 9. VACANCIES. Any vacancy occurring in the Board and any directorship to be filled by reason in the increase in the number may be filled by the affirmative vote of a majority of the Board. Any Director elected to fill a vacancy shall be elected for the unexpired term of its predecessor in office.

SECTION 10. COMPENSATION. Directors as such shall not receive any stated salary for their services, but by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board. But nothing contained herein shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. REMOVAL OF DIRECTORS. Any Director that unjustifiably, as defined by the Executive Board and final determination by the Board upon receipt of a letter of explanation, misses two consecutive regular or special meetings of the Board shall be subject to replacement upon the recommendation of the President of the Association and by majority vote of the remaining Board. In addition thereto, any Director may be removed with or without cause by majority vote of the membership at any specially called meeting as herein before set forth. In addition thereto, any Local Chapter that unjustifiably is not represented by its delegates at two consecutive regular or special meetings of the Board shall be subject to dissolution upon recommendation of the President of the Association and by a majority vote of the remaining Board.

SECTION 12. INFORMAL ACTION BY DIRECTORS. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if consent in writing setting forth the action so taken, shall be signed by all Directors.

ARTICLE VII—OFFICERS

SECTION 1. OFFICERS. The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this article. The immediate Past President shall be honorary Chairman of the Board with a vote. The Board may elect or appoint such other officers, including one or more assistant Secretaries, and one or more assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed. from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be

elected annually by the Board at the regular annual meeting of the Board as hereinabove set forth. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. REMOVAL. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board for the unexpired portion of the term.

SECTION 4. PRESIDENT. The President shall be the principal executive officer of the corporation and shall, in general, supervise and control all of the business affairs of the corporation. The President shall preside at all meetings of the members and of the Board. The President may sign, with the Secretary or any proper officer of the corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and the execution thereof shall be expressly delegated by the Board or by these By-Laws or by statute to some other officer or agent of the corporation; and, in general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

SECTION 5. VICE PRESIDENT. In the absence of the President or in event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President and when so acting, shall have all the powers of and be subject to, all restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

SECTION 6. TREASURER If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation and, in general, perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board.

SECTION 7. SECRETARY. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with provisions of these By-Laws or as required by law and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation keep a register In the post office address of each member which shall be furnished to the Secretary by each member; and, in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in sums and with such sureties as the Board shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or by the Secretary or by the President or by the Board.

ARTICLE VIII—COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE. The Executive Committee shall consist of the President, two Vice Presidents, Treasurer, Secretary, Chairman of the Board, and the Executive Director.

A) **DUTIES:** The President shall serve as Chairman of the Executive Committee. The duties of the Executive committee shall be to carry out the policies and rules of the Board, develop a plan for Association revenue, appoint the nominating committees, report to the Board, such matters from the membership that require action by the Board, and to exercise the power and duties of the Board in an emergency situation or as otherwise charged by the Board.

(vi) **Meetings:** Meetings of the Executive Committee will be called by the President or Executive Director on ten days' notice to each member. The place and frequency of such meetings will be mutually agreed by the members of the Executive Committee. Emergency situations shall be excluded from the ten-day notice rule.

(vii) **QUORUM:** A majority of the members of the Executive Committee shall constitute a quorum. Any number less than a quorum may adjourn the meeting.

(viii) **SECTION 2. COMMITTEES OF DIRECTORS.** The Board, by resolution adopted by a majority of Directors in office, may delegate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the corporation, except that no such committee shall have the authority of the Board in reference to amending, altering, or repealing the By-Laws, electing, appointing or removing any member of any such committee or any Director or officer of the corporation; amending the Articles of Incorporation; restating Articles of Incorporation; adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the corporation; or amending, altering, or repealing any resolution of the Board which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegating thereto of authority shall not operate to relieve the Board or any individual Director of a responsibility imposed upon it or the Board or any individual Director by law.

SECTION 3. OTHER COMMITTEES. Other committees not having an exercise in the authority of the Board in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting in which a quorum is present. Except as otherwise provided in such resolution, members of such committees shall be members of the corporation and the President of the corporation shall appoint the Committee Chair thereof.

SECTION 4. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

SECTION 5. CHAIRMAN. Committee Chair shall be appointed by the President of the corporation and the Chair appoints committee members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

SECTION 6. VACANCIES. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

SECTION 7. QUORUM. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 8. RULES. Each committee may adopt rules of its own government not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE IX---STAFF

SECTION 1. EXECUTIVE DIRECTOR The Board may employ an Executive Director whose terms and conditions of employment shall be specified by the Board.

SECTION 2. RESPONSIBILITIES: The Executive Director shall perform and discharge all duties prescribed by the Executive Committee and the Board. The Executive Director shall employ all staff members and direct the activities of such staff. The Executive Director shall be responsible to the Board and the Executive Committee. The Executive Director has a voice but no vote at all meetings of this Association.

ARTICLE X—CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

SECTION 1. CONTRACTS. The Board may authorize any officer or officers, agent or agents of the corporation, in addition to the officer as authorized by the By-Laws, to enter into any contract or execute and deliver an instrument in the name of and on behalf of the corporation, and such authority may be general and confined to specific instances.

SECTION 2. CHECKS, DRAFTS AND COMMERCIAL PAPER. All checks, drafts, or order for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instrument shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice-President of the Corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as

the Board may select.

SECTION 4. GIFTS. The Board may accept on behalf of the corporation any contribution, gift, bequest, or device for the general purposes or for any special purpose of the corporation.

SECTION 5: Charitable Dedication. Local chapters may collect and raise funds dedicated for a specific or general charitable purpose. In the event a local chapter dissolves, ceases to exist, or otherwise becomes inactive for a period of no more than 90 days or immediately, depending on the circumstances leading up to the chapter's inactivity, the Association shall have the power to take possession of any such dedicated funds, but may only utilize said funds for the same or substantially similar charitable purpose as originally dedicated by the local chapter, if possible. In the event the original purpose of the fund is or becomes impractical to maintain or pursue, the Association shall have the authority to select one or more other charitable recipients for the remainder of the funds.

ARTICLE XI—CERTIFICATES OF INDIVIDUAL MEMBERSHIP

SECTION 1. CERTIFICATE OF INDIVIDUAL MEMBERSHIP. The Board may provide for the issuance of certificate evidencing individual membership in the corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the corporation. All certificates evidencing individual membership of any member and the date of issuance or the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board.

SECTION 2. ISSUANCE OF CERTIFICATES. Certificates shall be issued to local affiliate chapter in the state South Carolina, and additionally to their individual members who have qualified for individual membership in this Association in accordance with the provision of Article IV herein above set forth. Issuance of such certificates shall be conditioned upon payment of any initiation fee and dues that may be required.

ARTICLE XII—BOOKS AND RECORDS

SECTION 1. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its individual members, delegated Board and Directors, and committees, having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the delegates entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XIII—FISCAL YEAR

SECTION 1. Fiscal year of the corporation shall begin on the first day of July of each year and end on the thirtieth day of June.

ARTICLE XIV—DUES

SECTION 1. ANNUAL DUES. The Board may determine from time to time the amount of an initiation fee, if any, and annual dues payable to the corporation by individual

member of each local chapter.

SECTION 2. PAYMENT OF DUES. Dues shall be payable in advance on the first day of June of each year. dues of a new individual member shall be prorated on a monthly basis from the first day of the month in which new member is elected to membership for the remainder of the fiscal year of the corporation.

SECTION 3. DEFAULT AND TERMINATION OF MEMBERSHIP. When any member of any class shall be in default with the payment of dues for a period of three months from the beginning of the fiscal year or period for which such dues become payable member's membership may thereupon be terminated by the Board in the manner provided by Article IV of these By-Laws.

ARTICLE XV—WAIVER OF NOTICE

SECTION 1. When any notice is required to be given under the provision of the South Carolina Non-Profit Corporation Act under the provision of the Article of Incorporation or the By-Laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVI—AMENDMENT TO BY-LAWS

SECTION 1. These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two day written notice is given of intentions to alter, amend, or repeal, or to adopt new By-Laws at such meeting.

ARTICLE XVII—PROHIBITION AGAINST SHARING IN ASSOCIATION EARNINGS

SECTION 1. No member, Director, officer, or employees of, or member of a committee of, or person connected with the Association, or any private individual shall receive at any time any of the new earnings of pecuniary profit from the operations of the Association, provided that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association in affecting any of its persons shall be entitled to share in the distribution or any of the corporate assets upon dissolution of the Association. All members of the Association shall be deemed to have expressly consented and agreed that upon such dissolution of winding up of the affairs of the Association, whether voluntary or involuntary, the assets of the Association, after all debts have been satisfied, then remaining in the hands of the Board shall be distributed, transferred, conveyed, delivered, and paid over in such amounts as the Board may determine or as may be determined by a Court of competent jurisdiction upon application of the Board, exclusively to charitable, religious, scientific, literary, or educational organizations which would then qualify under the provision of Section 501c (6) of the Internal Revenue code in its regulations as they now exist or as they may hereafter be amended.

Approved by Board of Directors, In Session, 18 May 2022.

IX. PROFESSIONAL STANDARDS OF PRACTICE

Specialty trade subcontractors operate in a challenging business environment. Constructing quality buildings and completing projects on time requires an infinite amount of cooperation between all parties from owners through the field employees. At the same time, each of the parties has competing interests with other construction team members.

The American Subcontractors Association encourages responsible conduct through adherence by subcontractors to the following standards of practice. These standards represent subcontractor obligations which also are sound business practices that prove to be in the enlightened self-interest of prudent subcontractors.

The Professional Subcontractor will normally:

Prior to bid

- i. Become familiar with job requirements in sufficient detail to assure that it has the expertise, finances, people, and time to complete its portion of the work as prescribed.
- ii. Recognize that not all general contractors and construction managers are the same and plan accordingly to consider such positive factors as efficient job coordination, prompt pay record, and competent supervision; and such negative factors as inequitable business practices, unfair contract terms, and lack of competency.
- iii. Provide expertise in its specialty area and point out any serious problems with technical specifications or time allowed for completion, particularly where impact on quality or cost seems inappropriate.
- iv. Seek clarification of any requirements that are unclear, ambiguous, or inconsistent so that pricing of the job can be accomplished with as much certainty as possible.
- v. Provide a written confirmation of the scope of work to its custom prior to bid.

During the bid and negotiation stage

- a. Support a bidding system that deals fairly with all parties and furthers open competition for construction work.
- b. Sell the merits of its firm by stressing its strong points instead of making any statements that would harm the reputation of a competitor unnecessarily.
- c. Avoid divulging its price to a competitor or seeking information on a competitor's price directly or through a general contractor.
- d. Submit bids promptly with the terms of its offer clearly defined, including any obligations of others that are not made clear in the bid documents.

- e. Negotiate equitable subcontract terms including the subcontractor's performance obligations without waiving any protections afforded by law or good business practice, and conditioned upon prompt payment as contained in recognized authoritative contract documents such as those published by the American Institute of Architects.

Contract performance

- a. Promptly assign a qualified field supervisor to participate in coordination of plans for orderly performance of work and to represent the subcontractor through management of its on-site labor, making adjustments to plans, and participating in all project meetings.
- b. Promptly furnish a schedule of values confirming the dollar amounts of the subcontractor's work from mobilization services through final adjustment for the customer representative to use in evaluating performance and progress billing amounts.
- c. Provide specialized expertise in a coordinated approach for solving technical problems related to its work, bearing in mind that the design professional has final responsibility for overall engineering decisions.
- d. Coordinate the performance of its work to avoid delays, obstruction or damage to itself or to others, with emphasis on informal solutions to problems through mutual exchanges of services and the prompt, fair settlement of any disputes with other contractors.
- e. Expedite completion of its work by all reasonable means, but minimizing major scheduled overtime programs because of counter-productive, inherent efficiency losses when overtime is used for extended periods.
- f. Assure that all of its invoices and change order requests are presented on time with complete documentation to meet project payment requirements and thereby promote orderly payment procedures and prompt receipt of remittances for its work each month.
- g. Treat its own subcontractors and suppliers as it wishes to be treated by processing their billing and change orders promptly and passing on progress payments without delay.
- h. Maintain safe, clean work places for its field employees and assure compliance with the letter and spirit of laws relating to working conditions, equal employment opportunities, and pay practices.
- i. Provide timely notice of delays, interferences, damages, and other factors that will become claims if prompt corrective action is not taken.
- j. Upon completion, prepare its own punch list and complete those items before requesting an inspection of its work. Promptly correct any work not in compliance with specifications as well as furnishing as-built drawings, warranties, and other required documents without delay.

X. CONTRACTING BILL OF RIGHTS

We, the General Contractors, Subcontractors, Design Professionals, and Construction Industry Suppliers of these United States of America, in order to form a more perfect Construction Industry, establish Fairness, ensure Equality among all Construction Industry Business, provide for the Welfare of Workers, and promote Quality Construction, do ordain and establish this Contracting Bill of Rights.

Articles proposed by the General Contractors, Subcontractors, Design Professionals, and Construction Industry Suppliers to be ratified by the United States Congress, the Legislatures of each of these United States, regional and local lawmaking bodies, and other appropriate entities and become law.

Article the First – All General Contractors, Subcontractors, and Design Professionals shall provide a work environment intended and designed to attract and retain an adequate and trained workforce, including providing a living wage and appropriate benefits, skill and career training, and a safe and healthy workplace.

Article the Second – No Owner, General Contractor, Subcontractor, Design Professional, or Construction Industry Supplier shall shift risk to another that it can better mitigate, control, or manage itself.

Article the Third – All Owners, General Contractors, Subcontractors, Design Professionals, and Construction Industry Suppliers shall strive to avoid disputes.

Article the Fourth – The laws of a State shall take precedence and be enforced on all construction contracts for work performed in that State. Furthermore, all suits brought in construction contract disputes for work performed in a State shall be filed in an appropriate Court of Law where the project is located, and venue shall not be changed without prior express agreement of all parties to the suit.

Article the Fifth – No Owner, General Contractor, Subcontractor, or Design Professional shall receive or provide a bid and subsequently disclose that bid to another with the intention of enticing the party to lower its bid or awarding the contract for a lower bid to other than the original low bidder.

Article the Sixth – All General Contractors, Subcontractors, and Design Professionals shall be entitled to full and prompt payment for all work properly performed, for all materials properly stored, and for all services properly provided. Furthermore, any contract clause that abridges or waives such entitlement to full and prompt payment is against public policy.

Article the Seventh – Any General Contractor, Subcontractor, or Design Professional not paid promptly for work properly performed, for all materials properly stored, and for all services properly provided shall have the right to immediately suspend performance until full payment has been received including for all reasonable costs incurred due to suspension. Furthermore, the General Contractor, Subcontractor, or Design Professional shall have the right to be paid for all reasonable costs of remobilization.

Article the Eighth – Any contract provision that prevents a General Contractor, Subcontractor, or Design Professional from reasonable compensation for delays caused by the Owner or another party to the construction contract is against public policy.

Article the Ninth – An Owner or User of a building, structure, or improvement to real property shall not be permitted beneficial use of that building, structure, or improvement until all General Contractors, Subcontractors, Design Professionals, and Construction Industry Suppliers that have provided labor, material, or construction services have been paid in full.

Article the Tenth – All General Contractors, Subcontractors, and Design Professionals shall be awarded attorney fees and other costs associated with enforcing the rights provided for under this Bill of Rights.

Approved by the Board via email vote 24Aug22

X. BOARD RULES AND RESPONSIBILITIES

BOARD FUNCTION

- a. Organizational Governance
- b. Authority
- c. Accountability

KEY ROLES OF THE BOARD

- a. Set Organizational direction
- b. Provides oversight
- c. Ensure necessary resources

BOARD RULES AND RESPONSIBILITIES

a. Set Organizational Direction

- I) Participate in regular strategic planning
- II) Determine organization's mission
- III) Set the vision for the future
- IV) Establish organizational values
- V) Set major goals and develop strategies
- VI) Approve operational or annual plans

b. Provide Oversight

- i) Oversee financial management
- ii) Maximize progress on strategic plan
- iii) Monitor and evaluate programs and services
- iv) Provide legal and moral oversight
- v) Evaluate itself

c. Ensure Necessary Resources

- i) Hire capable chapter administrators
- ii) Ensure adequate financial resources
- iii) Promote positive public image
- iv) Ensure the presence of a capable and responsible board

d. Individual Board Member Responsibilities

- i) **Duty of Care** – Calls upon a director to participate in the decisions of the Board and to be informed as to data relevant to such decisions
- ii) **Duty of Loyalty** – Requires directors to exercise their powers in the interest of the association and not in their own interest or the interest of another entity or person.
- iii) **Duty of Obedience** – The Duty of Obedience required directors to remain faithful to the organization's mission.

DIRECTORS HAVE RIGHTS – not just responsibilities. These include:

- I) Access to management
- II) Access to books and records
- III) Notice of meetings
- IV) Minutes of meetings

ASA OF SOUTH CAROLINA BOARD PROCEDURES

AGENDA

- I) Prepared by the President and Chapter and State Administrators
- II) Directors may submit items for the agenda and are encouraged to do so in advance of the meeting.
- III) Agenda distributed prior to the meeting
- IV) Study the agenda and related materials in advance of the meeting

GUESTS

ASA of South Carolina Board meetings are open to members.

EXECUTIVE SESSION

A private meeting called for by a majority vote. Non-directors may attend by invitation to give reports or provide counsel.

Approved by the Board via email vote 24Aug22

American Subcontractors Association of South Carolina

Board Member Oath of Office

Statement to those being sworn in:

“I’m going to read the ASA of South Carolina oath of office.

At its conclusion, I ask each of you to affirm your acceptance.”

“I affirm that I will faithfully execute the ASA of South Carolina office to which I have been elected; and that I will, to the best of my ability, preserve the Association as established under the law and its bylaws, and pursue the Association’s mission and implementation of its strategic plan.”

Affirm

PROCEDURES: A Guide for Business Meetings Based on Robert’s Rules of Order

The meetings of the ASA of SC Board of Directors is conducted in accordance with the current edition of *Robert’s Rules of Order*.

Kinds of Motions

Main Motion	Brings business before the assembly for consideration or action.
Subsidiary Motions	May be applied to a main motion (and sometimes other motions) in order to modify, delay, or dispose of the main motion.
Privileged Motions	Not related to pending business, but deal with specific matters of importance or comfort.
Incidental Motions	Related to the pending business and almost always must be decided immediately before business can proceed.

What Motion to Use

Purpose	Motion to Use
• To introduce a subject to the assembly	Main motion
• To kill the main motion	Postpone indefinitely
• To modify or change the motion	Amend
• To investigate the question before voting on it	Commit
• To defer action until a later time or the next meeting	Postpone to a certain time
• To change the rules of debate	Limit or extend limits of debate
• To stop debate	Previous question (2/3 vote)
• To temporarily lay aside the pending question	Lay on the table
• To provide for an intermission	Recess
• To close the meeting	Adjourn
• To reverse the decision of the chair	Appeal
• To allow the organization to take action prohibited by the standing rules	Suspend the rules
• To call attention to a violation	Point of order
• To obtain information or make a request of any kind	Request
• To obtain parliamentary information	Parliamentary inquiry
• To suppress the question (motion)	Withdraw the motion
• To determine the correctness of a voice, vote as announced by the chair	Division of the assembly (Rising vote)
• To bring a question before the assembly that has been tabled	Take from the table
• To correct a hasty action	Reconsider the vote
• To annul an action previously takes	Rescind
• To validate a previous unofficial act	Ratify

Obtaining the Floor and Processing a Main Motion

1. Member addresses the Presiding Officer: *"Mr./Madam President"*
2. Presiding Officer recognizes member by calling his/her name.
3. Member proposes motion: *"I move that _____"*
4. Another member seconds the motion: *"I second the motion."*
5. Presiding Officer restates the motion: *"It has been moved and seconded that _____"*
6. Presiding Officer calls for debate:
 - a. *"Is there any discussion?"*
 - b. *Are there any remarks?"*
 - c. *Are you ready for the question?"*
7. Presiding Officer takes the vote when debate has ended.
 - a. *"The question is for the adoption of the motion that (repeat the motion)"*
 - b. *"Those in favor say 'Aye'"*
 - c. *Those opposed say "Nay'."*
8. Presiding Officer announces the result of the vote.
 - a. *"The ayes have it. The motion is carried and we will (state the effect of adopting the motion.)"*
 - b. *"The no's have it. The motion is lost, and well will not (state the effect of not adopting the motion.)"*

Amendments

1. To insert or add:
"I move to amend the motion by inserting the word 'prompt' before the work payment".
2. To strike out:
"I move to amend the motion by striking out the word 'contingent' before the word 'payment'."
3. To strike out and insert:
"I move to amend the motion by striking out the word 'withhold' and inserting the word retain'."

Some Rules of Debate

1. All main motions are debatable.
2. Debate begins *after* the motion is made.
3. Debate should be limited to the motion before the assembly.
4. Proposer of the motion make speak to it first.
5. Proposer of the motion may not speak against his/her motion but may vote against it.
6. Address remarks through the Presiding Officer; do not speak directly to other members during debate.
7. Avoid personalities. The motion is under discussion, not the proposer.
8. Presiding Officer should not enter into debate and cannot close debate.

Common Methods of Voting

- Hand
- Voice
- General Consent
- Rising

- A majority is more than ½ of the votes cast.
- A 2/3 vote is at least 2/3 of the votes cast
 - Each member of the ASA of SC Board of Directors has one vote as outlined in the ASA of SC By-Laws

What Minutes Should Contain

1. Kind of meeting – regular, special, annual, etc.
2. Name of organization.
3. Date, time, and place of meeting.
4. Presence of regular presiding officer and secretary, or in their absence, the names of their substitutes.
5. Disposition of minutes of previous meeting – read and approved, corrected, etc.
6. A separate paragraph for each subject in the body of the minutes.
7. All main motions (except any that were withdrawn).
8. All notices of motions.
9. Name of proposer of motion – not seconder.
10. All points of order and appeals, whether sustained or lost.
11. Time and manner of adjournment.

Drafted by the secretary and reviewed by the President.

Distributed to the Board for review. If a director identifies an error, he/she should contact the secretary or President so a correction can be made.

Minutes approved at the next meeting of the board.

Meetings

ASA of SC board meetings are typically held in February, May, July, and October.

At least two of the meetings (typically February and July) are in-person. The other meetings can be in person, virtual (Zoom, call-in) or a combination thereof.

XII ASA OF SOUTH CAROLINA POLICIES & PROCEDURES

I) CODE OF ETHICS

- a)** Represent the interest of all people served by this association, and not favor special interests inside or outside of this association.
- b)** Not use my service on this board for my own personal advantage or for the advantage of my friends or supporters.
- c)** Keep confidential information confidential. All discussions held at the board of directors' meetings are to be held confidential. All final decisions or votes by the board of directors are to be communicated to the concerned parties by the President and Executive Committee on behalf of the Association.
- d)** Approach all board issues with an open mind, prepared to make the best decisions for everyone involved.
- e)** Do nothing to violate the trust of those who elected or appointed me to the board or of those we serve.
- f)** Focus my efforts on the mission of the association and not my personal goals.
- g)** Never exercise authority as a board member except when acting in a meeting with the full board or as I am delegated by the board.

II) WHISTLE-BLOWER

The American Subcontractors Association of South Carolina, Inc. (ASA of SC) demands the highest ethical conduct from its volunteers, contractors, and paid staff, including compliance with all federal, state, and local laws and the association's own policies and procedures. If any member, contractor, or employee is aware of any such breach or potential breach of such law, policy, or procedure with respect to ASA of SC, he/she should bring such problem to the attention of the association president. If the problem is not resolved after discussion with the association president or if he/she feels that discussion with the association president is inappropriate, he/she is encouraged to approach another officer of the association or the association's counsel. ASA of SC will not tolerate any form of retaliation against an individual who avails him/herself of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the Association from taking any disciplinary action against any individual, where the Association deems disciplinary action is appropriate.

III) CONFLICT OF INTEREST POLICY FOR BOARD OF DIRECTORS

There exists between the Board of Directors and members of ASA of SC a fiduciary relationship that carries with it a strict and unbending duty of loyalty. Directors are responsible for administering the Association's affairs honestly and economically, and exercising their best care, skill, and judgement for the sole benefit of the Association. The giving of this service, because of the varied interests and backgrounds of the Directors, may result in situations involving a dual interest that might be interpreted as a conflict of interest. However, this service should not be rendered impossible solely by reason of possible conflict of interest. Potential conflicting interests exist between the Association and any organization or firm with the Association does business, and between the Association and any organization or firm providing services similar to those services offered by the Association to its chapters, individual members, non-members, and other organizations and firms. It is, of course, impossible to list every circumstance giving rise to a possible conflict of interest; however, they may include:

- . A position of material financial interest in an outside concern from which ASA of SC secures services or goods or which provides services competitive with ASA of SC;
- . Any services of a consultative, managerial, or directive nature provided to any outside concern that does business with or provides services competitive with ASA of SC;
- . Any gifts, excessive or unusual entertainment, or other favors received from any outside concern that does or is seeking to do business with ASA of SC or is a competitor of ASA of SC.

If a Director becomes aware that he/she has a possible conflict of interest, he/she should immediately notify the President and the Executive Board. The President and Executive Vice President shall review the situation and inform the Board of Directors of a potential conflict of interest situation when the interest becomes a matter of Board consideration. The Board of Directors shall provide an advisory opinion with respect to real or potential conflicts of interest in order to prevent conflict that could operate to the detriment of the Association.

If the Board of Directors determines that a conflict exists, the Director with the conflicting interest will not be prevented from participating fully in discussions related to the issue or from answering pertinent questions of other Directors. However, the Board of Directors may request the interested Director to abstain from voting on matters relating to the conflicting activity or Association. Such vote shall be duly recorded.

This policy will be reviewed annually for the information and guidance of Directors at an annual orientation or at the first Board of Directors meeting of the fiscal year. New Directors will be advised of the policy upon election.

IV) ANTITRUST POLICY

A free exchange of ideas on matters of mutual interest to subcontractors, specialty trade contractors, suppliers, general contractors, construction managers, design professionals, and construction owners is necessary for the success of the American Subcontractors Association of South Carolina (ASA of SC) meetings and activities. However, in carrying on our Association activities and meetings we must be mindful of the antitrust laws. We are a group of competitors. The antitrust laws require that competition must be open and unrestricted.

The antitrust laws forbid agreements or joint actions which by intention, or by their effect whatever the intention, restrain trade.

Agreements or joint actions which can restrain trade, and thus must be avoided, include:

- I) Anything regarding price, or any terms of sale.
- II) Restrictions regarding production, territories, markets, customers, contract terms, or products.
- III) Refusals to deal with competitors or others in any part of the industry.
- IV) Limitations on access to the industry and the market and its mechanisms.

In formal meetings, informal sessions, in casual conversations, and in written documents, it is very important to avoid the subjects mentioned above. An “agreement” among trade association members in antitrust terms is a very broad concept—it may be oral or written, formal or informal, expressed or implied. A “gentlemen’s agreement” to “hold the line” on price or contract terms is more than sufficient to provide evidence of an unlawful conspiracy to fix prices.

It is important to adhere to the prepared written agendas in meetings.

Antitrust compliance is a continuous necessity, and a day-to-day endeavor. If at any time you have any questions from the trade restraint standpoint, please confer with ASA of SC counsel.

V) CODE OF CONDUCT

The American Subcontractors Association of South Carolina, Inc. (ASA of SC) is a not-for-profit organization dedicated to representing the construction industry through advocacy, leadership, education, and networking. ASA of SC has traditionally demanded and received the highest ethical services from its volunteer and paid staff. In an effort to maintain the high standard of conduct expected of ASA of SC with respect to the management of its own affairs and to enable ASA of SC to continue to serve the construction industry, ASA of SC adopts the following Code of Conduct applicable to all volunteers and paid staff.

- a. ASA of SC volunteers and paid staff shall strive to be continually aware of the Association's mission, values, and ethical standards and operate in a manner consistent with them.
- b. ASA of SC volunteers and paid staff shall treat each person in a caring and respectful fashion mindful of individual differences and cultural and ethnic diversity. This includes avoiding unwarranted negative criticism of colleagues.
- c. ASA of SC volunteers and paid staff shall continually strive to increase their professional knowledge and skills and apply them in practice. They should aspire to contribute to the knowledge base of the Association and the construction industry.
- d. ASA of SC volunteers and paid staff should be alert to and avoid conflicts of interest that interfere with impartial judgement. They should inform appropriate leadership (i.e. officer or senior staff) when a real or potential conflict of interest arises and take reasonable steps to resolve the issue.
- e. ASA of SC volunteers and paid staff shall not knowingly take any action or make any statement intended to influence the conduct of ASA of SC in such a way as to confer any financial benefit on any person, corporation, or entity to which the individual has a significant interest or affiliation.
- f. ASA of SC volunteers and paid staff shall not accept or seek on behalf of any person, any financial advantage or gain of other than nominal value offered as a result of the volunteer or paid staff member's affiliation with ASA of SC.
- g. ASA of SC volunteers and paid staff should provide services and represent themselves as competent only within the boundaries of their education, experience, training, or other relevant professional experience.
- h. ASA of SC volunteers and paid staff shall not disclose any confidential ASA of SC information that is available solely as a result of the volunteer or paid staff member's affiliation with ASA of SC to any person not authorized to receive such information or use to the disadvantage of ASA of SC any such confidential information.
- i. ASA of SC volunteers and paid staff shall not authorize the use of or use for the benefit or advantage of any person the name, logo, endorsement, services, or property of ASA of SC, except in conformance with Association procedures.
- j. ASA of SC volunteers and paid staff should not take unfair advantage of their affiliation with ASA of SC to further their personal, religious, political, or business interests.
- k. ASA of SC volunteers and paid staff shall strive to operate and act in ways that are in the best interests of ASA of SC and its members.
- l. ASA of SC and paid staff shall not operate or act in any manner that is contrary to the best interests of ASA of SC.
- m. ASA of SC and paid staff shall fully comply with all laws, rules, and regulations applicable to the Association in the locations in which it operates.

VI) FINANCIAL POLICIES AND PROCEDURES – ASA OF SC

a) INTERNAL FINANCIAL CONTROLS

-) Financial records will be maintained by the ASA of SC Administrator under the supervision of the ASA of SC Treasurer.
 -) ASA of SC financial statements will be reviewed monthly by the Finance Committee Members.
 -) ASA of SC bank accounts will require two party approval for banking transactions. The ASA of SC Administrator will initiate ACH payments or write checks and the ASA of SC President and/or Treasurer will approve ACH payments, sign checks as appropriate, and will serve as signatures on all ASA of SC bank account transactions.
-) If for some reason the above mentions are unable to serve as signatures, an appropriate representative may be appointed by the ASA of SC Board of Directors.
-) The ASA of SC Board of Directors will review ASA of SC Financial Statements at least three times during the fiscal year at regularly scheduled ASA of SC Board meetings in January, May, July and during other board meetings as scheduled or on an as-needed basis.
 -) Those local ASA of SC Chapters maintaining their chapter treasuries and/or bank accounts must provide balanced financial statements, including balance sheets and reconciled bank statements quarterly to the ASA of SC office no later than the 25th of the month following the quarter. Additionally, those chapters making contributions to charities and/or scholarships must provide documentation for the contribution amounts in addition to the recipient's names, address, and phone numbers.
 -) ASA of SC financial records will be made available for review by any board member upon request.

b) INVESTMENTS AND RESERVES

-) ASA of SC's investment goal is to assure excess cash is invested in a way that assures preservation of capital with a consistent, positive return.
-) The Finance Committee consisting of the ASA of SC President, 1st Vice President, Treasurer, and/or Assistant Treasurer, (as deemed appropriate by the ASA of SC Board of Directors) will research and discuss possibilities for ASA of SC financial investments.
-) The Finance Committee will make recommendations to the full Board for discussion and approval prior to making investment transactions.
-) To assure ASA of SC has the financial means to provide continued membership support, ASA of SC will strive to build a reserve equal to the ASA of SC annual operating expenses.

c) INVOICE COLLECTION PROCEDURES

-) With the exception of membership dues renewals, all ASA of SC invoices are payable upon receipt.
-) Invoices are considered past due if not paid within 31 days of receipt.
-) Invoices not paid within 31 days:
Past due 2nd notice reminder is sent by email

VII) EQUAL EMPLOYMENT OPPORTUNITY POLICY

The American Subcontractors Association of South Carolina (ASA of SC) provides equal employment opportunities to all employees and applicants without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner status, gender (including sex stereotyping), medical condition (including, but not limited to, cancer or HIV/AIDS related), or sexual orientation in accordance with applicable federal, state, and local laws. In addition, ASA of SC complies with applicable state and local laws governing nondiscrimination in employment in every location in which ASA of SC has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, terminations, layoff, recall, transfers, leave of absence, compensation, and training.

VIII) DOCUMENT RETENTION PROGRAM

The American Subcontractors Association of South Carolina (ASA of SC) routinely maintains many kinds of files and records covering finances, personnel, programs, and many other subjects. Various federal and state laws, as well as good business practice require ASA of SC to maintain files and records for stipulated periods of time. Other documents may be kept indefinitely for research of historical purposes. However, it should be remembered that the expense of retaining files and records increase with increased costs of paper, file cabinets, computer memory, rent, and clerical assistance. Thus, practical reasons dictate that ASA of SC maintain documents only for as long as absolutely necessary.

Records and documents should be stored electronically to the maximum extent possible. Paper documents can be scanned for electronic storage to reduce the physical space requirements. Data should be backed up daily and stored offsite in the cloud and also onsite in an external hard drive separate from the primary working computer.

The following record retention schedule is designed to assure that ASA of SC maintains all legally-mandated records, as well as records appropriate for historical and research purposes. Adherence to this schedule will ensure that out-of-date and unused information is not kept around to clutter ASA of SC's offices and other record storage areas. Equally important, adherence to the schedule

will ensure that current useful information, as well as that which is legally required, will not be destroyed.

The records retention schedule should be routinely followed by all volunteers and staff. Exceptions should be made only for good reason and upon the authority of the Board of Directors.

There may be times (i.e., internal or external reviews or investigations) when the record retention schedule may be suspended upon the direction of the Board of Directors or counsel.

Insurance Records

Accident Reports	7 years
Fire Inspection Reports	7 years
Insurance Policies: property, liability, fidelity bond, directors & officers, etc.	7 years
Safety Records	7 years
Settled Insurance Claims	3 years

Tax Records

Income Tax and Information (federal, state, local)

a. Form 990-T & Others	Permanent
b. Form 5500	Permanent
c. Other Federal & State Forms (1099, 1097, 942 etc)	7 years

Payroll Taxes

1) W2 & W3	Permanent
2) Form 941	Permanent
3) State Withholding Forms	7 years
4) State Unemployment Returns	7 years
5) Personal Property	7 years
6) Sales and Use Tax Forms	7 years
7) Tax Exemption Application	Permanent
8) Testing and Compliance Documentation for Employee Benefit Plans	7 Years

Human Resources

Applications for Employment	3 years
Benefit Plan Documents and Related Modifications	Permanent

Daily Time Records	7 years
Employment Applications	1 year
Employee Personnel Records	Permanent
a. Employment contracts or similar	7 years (post employment)
b. Pay history, Payroll election forms including health coverage, pension, other benefits	7 years (post employment)
c. Federal forms (I-4, I-9, etc.)	7 years
d. Garnishment agreements & related documents	7 years after completion
e. Performance evaluations	7 years (post employment)

Accounting Records

Annual Budgets and Approved Revisions Thereto	3 years
Audit Reports of Accountants	Permanent
Bank Deposit Slips	3 years
Bank Reconciliations	7 years
Bank Statements and Related Cancelled Checks	7 years
Books of Original Entries Including	7 years
a. Cash Receipts/Accounts Receivable	
b. Cash Disbursements, Accounts Payable	
c. Sales	
d. Purchases	
Canceled Checks General	7 years
Chart of Accounts	7 years
Contracts, Leases, and Similar Agreements Relating to Purchase or Sale of Assets	7 years after disposition
Credit Card Statements	7 years (if tax related)
Depreciation Records	7 years
Dues Reports to ASA (summary, reports, membership)	3 years
Employee/Volunteer Expense reports	3 years
Financial Statements	Permanent
General and Subsidiary Ledgers	7 years
Internal and Interim Financial Statements	7 years
Inventory Counts and Related Cost Records	7 years
Investment Custodial and Advisory Statements	7 years
Invoices	3 years
Payroll Records	7 years
Petty Cash Vouchers	3 years
Property Appraisals from Outside Appraisers	Permanent

Property Records (plans, depreciation schedules, etc.)	Permanent
Purchase Orders	1 year
Stock and Bond Certificates (cancelled)	7 years
Vendor Invoices and Other Supporting Documentation	7 years

Membership Records ¹

Membership Dues Invoice and Payment Records	3 years
Membership Applications	3 years

Organizational and Other Legal Records

Articles of Incorporation and All Amendments Thereto	Permanent
Business Licenses	Permanent
Bylaws and Amendments Thereto	Permanent
Copyright Registrations	Permanent
Correspondence on Legal & Other Important Matters	Permanent
Deeds, Mortgages, etc.	Permanent
Permission Forms for Fax & Email Communications	Permanent (as req. by law)
Trademark Registrations	Permanent

Historical & Other Records

Correspondence (other than legal)	3 years
Emails (routine) (Note: Emails pertaining to other topics listed should be retained as described for those items)	90 days
Facsimiles (routine digital) (Note: Facsimiles pertaining to other topics should be retained as described for those items)	90 days
Newsletters (two copies)	Permanent

¹ This assumes that historical data is permanently kept in a digital database.

IX) CHAPTER DISASTER/SURVIVAL PLAN

The Chapter Disaster/Survival Plan (the Plan) is the tool a new/temporary staff person, or in extreme cases a board member or volunteer, uses when a change in staff or other emergency occurs. The Plan assures that all the information needed to run a chapter is in one place, and in a concise, easy to follow format. The Plan provides peace of mind for chapter staff and leaders—if it is called upon to be used for its intended purpose, it can be the single most important item during the time of transition.

Purpose & Use

When a change in staff occurs, the knowledge of “what, when, why, where, who, and how” usually leaves with that person. The Plan’s function is to act as a guide for the new individual and to answer the questions “What has been done in the past?”, “What needs to be done now?”, and “How do I do it?” The Plan houses the pertinent documentation to run the chapter, including the procedure calendar; chapter policies and procedures; financial, human resource, and committee information; current legislative activity; communications; event setup; required legal documents; and governance documents. A well-kept Plan also can be useful to current staff who should use it as an easy reference guide, and when filling out the Annual Chapter Self-Evaluation as most of the documentation asked for is contained within the Plan.

Structure, Maintenance, and Storage

The Plan is set up to parallel the ASA Annual Chapter Self-Evaluation and the ASA Resource Guide. This format, in conjunction with the use of the Resource Guide, enables a user to easily access background information and brief explanations about the legal requirements and governance policies found in the Plan.

The plan has several areas that require yearly updates (e.g., replacing the oldest 990’s and Self Evaluations with the most recent, copies of renewed insurance policies, new committees and board of directors lists); as well as items that are continuously changing (e.g. new member applications, new press releases, monthly chapter meeting announcements, and chapter publications).

The Plan will be kept at the chapter office, and updated as needed. In addition to a hard copy, it is good policy to keep an electronic copy, updated yearly, and stored at another designated location determined by the board. The contents of the Plan should be scanned in and the electronic documents kept on a removable drive (“thumb drive”, “USB drive”).

Chapter Disaster/Survival Plan Contents

- a. Legal
 - i) State Corporate Registration
 - ii) Articles of Incorporation
 - iii) IRS Tax Exempt Letter/Application
 - iv) Chapter Charter

- v) IRS Form 990 (last three years)
- vi) Anti-Trust Policy
- vii) Conflict of Interest Policy
- viii) Records Retention Policy
- ix) Whistle Blower Policy
- x) Equal Employment Opportunity Policy (non-discrimination)
- xi) General Liability Insurance (business liability)
- xii) Officers & Directors Insurance
- xiii) Crime/Theft Insurance

b. Financial

- i) Federal ID Number
- ii) Annual Budget for Current Year
- iii) End of Year Financial Reports (last three years)
- iv) Financial Review Reports
- v) Bank/Investment Account Numbers
- vi) Credit & Collection Policy
- vii) Financial Control Policy
- viii) Reserve Fund Policy
- ix) Continuity Plan
- x) Contractual Agreements (storage unit, website, etc.)

c. Governance

- i) List of All Policies in Place
- ii) Chapter Charter
- iii) Chapter By-Laws
- iv) Strategic Plan
- v) Board of Directors List/Elections (separate binder with agendas, minutes, monthly board packets, financial reports to board)
- vi) Committee Lists (and where individual committee minutes are kept)
- vii) Code of Conduct
- viii) Administrative Planning & Procedure Calendar
- ix) Board of Directors and Committee Chairman Orientation

d. Human Resources

- i) Chapter Administrator/Staff Job Descriptions
- ii) Chapter Administrator Contract/Written Agreement
- iii) Staff Reviews
- iv) Employee Manual

e. Membership

- i) New Member Processing Procedures

- ii) Membership List (end of previous year final list)
 - iii) New Member Applications (pull at year end and file)
 - iv) Chapter Needs Assessment (most recent)
 - v) Membership Recruitment/Retention Plans
 - vi) Membership Marketing Materials
 - vii) Dues Invoice Template
- f. Communications
- i) Media List
 - ii) News Releases
 - iii) Chapter Publications
 - iv) Membership Directory
 - v) Website: URL, URL Expiration, Passwords, Contract with Host and Developer
 - vi) Templates: Letterhead, Business Cards, Newsletter, etc.
 - vii) Advertiser's Contracts/Agreements
- g. Education/Events
- i) Monthly Meeting Setup
 - ii) Annual Schedule/Calendar of Events
 - iii) Education/Monthly Meeting Announcements (current fiscal year)
 - iv) Special Events: Contracts, Timelines, Event Setup, Budgets, Marketing materials
 - v) Sponsorship Agreements
- h. Government Relations
- i) Lobbying Agreement
 - ii) Proposed Legislation (copies of bills)
 - iii) Government Advocacy Plan
 - iv) Fundraising Plan
 - v) PAC Information
- i. Self-Evaluations
- i) Past Two Years
- j. Important Contacts
- i) Chapter Staff Home Contact Information
 - ii) ASA Board Liaison With Contact Information
 - iii) Professional Advisors & Contact Information
 - (1) Chapter Attorney
 - (2) Insurance Agent
 - (3) Banker and Account Numbers
 - (4) CPA/Accountant
- ii(i) Vendor List
- i) Printer

- ii) Website Host
- iii) Industry Relations
 - (1) Sibling Associations and Contacts
 - (2) Industry Group Partnering Agreements

Approved by the Board via email vote 31Oct22

**American Subcontractors Association of South Carolina, Inc.
Chapter Charter Agreement**

The American Subcontractors Association of South Carolina, Inc. (ASA of SC), a South Carolina corporation, hereby charters the American Subcontractors Association of South Carolina, Inc. Charleston Chapter, hereinafter referred to as "Chapter" as a chartered chapter of ASA of SC under the following terms and conditions.

1) Geographic Area

The Chapter is authorized to operate as a chartered chapter of ASA of SC in the same geographic area as it is chartered by the American Subcontractors Association of South Carolina. (ASA of SC)

2) Common Goals

ASA of SC and the Chapter agree to promote the purposes and objectives of ASA and ASA of SC as stated in the ASA of SC Bylaws as amended from time to time.

3) Mutual Support

ASA of SC and chartered chapters will advocate for construction subcontractors before the South Carolina State government and manage the STAC Political Action Committee to provide financial support to candidates for state office who support subcontractor issues.

The Chapter agrees to appoint in a timely manner its representatives to the ASA of SC Board of Directors. The Chapter also agrees to encourage its members to participate in ASA of SC activities and otherwise support ASA of SC to the fullest extent possible.

4) Communications

ASA of SC shall keep the Chapter office, its elected officers, and members of the Chapter informed of the activities of ASA of SC through regular communications.

The Chapter shall keep ASA of SC informed of its activities including, but not limited to, providing copies of newsletters, meeting notices, general announcements, and other publications to ASA of SC.

5) State Dues

The Chapter shall assist with the collection of dues from each member in the Chapter on behalf of ASA of SC in an amount established by ASA of SC. Dues collected by the Chapter are for the sole and exclusive benefit of ASA of SC and shall be forwarded to the ASA of SC office within 5 days. No dues shall ever be used by the Chapter for any purpose whatsoever.

6) Other Funds

All non-dues funds received by the Chapter, such as meeting fees, event sponsorships, and any other funds donated to, acquired by or provided to the Chapter from any source, are to be used solely for the benefit of the Chapter. None of the funds acquired by the Chapter, regardless of the source, are to be disbursed to any individual or entity unrelated to the day-to-day operation of Chapter business.

At all times, the Officers and Directors of the Chapter possess a fiduciary responsibility with the Association. Reports and statements from this Chapter shall be accurate and not misleading in any manner. All funds obtained by this Chapter shall be strictly maintained and managed in a manner

generally consistent with generally accepted accounting practice. All such funds received by this Chapter, regardless of source, shall be held by this Chapter in trust for the sole benefit of the Chapter hereby chartered and for the Association. In the event the Chapter dissolves, changes affiliation, disaffiliates from the Association, or for any reason whatsoever ceases to operate in accordance with the directive of the Board of Directors of the Association, then and in such event, with or without prior notice, upon demand by the Association any and all funds collected by the Chapter shall be transferred to the Association along with an accounting by the Chapter of the sources and uses of all funds collected for such period(s) all as may be requested by the Board of Directors of the Association.

7) Periodic Reports

The Chapter shall submit to ASA of SC membership reports, financial reports, and such other periodic reports containing such information as may be required by ASA and ASA of SC in order to demonstrate its compliance with the ASA, the ASA of SC Bylaws, this Agreement, state law, or other policies and procedures established by ASA and ASA of SC.

8) Bylaws

The Chapter agrees to comply with the bylaws of ASA of SC and any policies and procedures established by the ASA of SC Board of Directors. Such bylaws are incorporated by reference into this agreement.

9) Revocation of Charter

This Chapter Charter Agreement shall remain in full force and effect for so long as the provisions of the Bylaws of ASA, the Bylaws of ASA of SC, this Chapter Charter Agreement, and the policies and practices of ASA and ASA of SC are followed. Failure to adhere to the requirements of this Charter Agreement may result in the Revocation of the Charter of the Chapter identified above.

10) Adoption of Charter

This agreement and all documents referred to herein have been adopted and approved by the ASA of SC Board of Directors and the Chartered Chapter.

ASA of SC Charleston Chapter

Date: _____

Charleston Chapter President

Term: _____

Charleston Chapter Vice President

Term: _____

Charleston Chapter Secretary

Term: _____

Charleston Chapter Treasurer

Term: _____

**American Subcontractors Association of South Carolina, Inc.
Chapter Charter Agreement**

The American Subcontractors Association of South Carolina, Inc. (ASA of SC), a South Carolina corporation, hereby charters the American Subcontractors Association of South Carolina, Inc. Charleston Chapter, hereinafter referred to as "Chapter" as a chartered chapter of ASA of SC under the following terms and conditions.

1) Geographic Area

The Chapter is authorized to operate as a chartered chapter of ASA of SC in the same geographic area as it is chartered by the American Subcontractors Association of South Carolina. (ASA of SC)

2) Common Goals

ASA of SC and the Chapter agree to promote the purposes and objectives of ASA and ASA of SC as stated in the ASA of SC Bylaws as amended from time to time.

3) Mutual Support

ASA of SC and chartered chapters will advocate for construction subcontractors before the South Carolina State government and manage the STAC Political Action Committee to provide financial support to candidates for state office who support subcontractor issues.

The Chapter agrees to appoint in a timely manner its representatives to the ASA of SC Board of Directors. The Chapter also agrees to encourage its members to participate in ASA of SC activities and otherwise support ASA of SC to the fullest extent possible.

4) Communications

ASA of SC shall keep the Chapter office, its elected officers, and members of the Chapter informed of the activities of ASA of SC through regular communications.

The Chapter shall keep ASA of SC informed of its activities including, but not limited to, providing copies of newsletters, meeting notices, general announcements, and other publications to ASA of SC.

5) State Dues

The Chapter shall assist with the collection of dues from each member in the Chapter on behalf of ASA of SC in an amount established by ASA of SC. Dues collected by the Chapter are for the sole and exclusive benefit of ASA of SC and shall be forwarded to the ASA of SC office within 5 days. No dues shall ever be used by the Chapter for any purpose whatsoever.

6) Other Funds

All non-dues funds received by the Chapter, such as meeting fees, event sponsorships, and any other funds donated to, acquired by or provided to the Chapter from any source, are to be used solely for the benefit of the Chapter. None of the funds acquired by the Chapter, regardless of the source, are to be disbursed to any individual or entity unrelated to the day-to-day operation of Chapter business.

At all times, the Officers and Directors of the Chapter possess a fiduciary responsibility with the Association. Reports and statements from this Chapter shall be accurate and not misleading in any manner. All funds obtained by this Chapter shall be strictly maintained and managed in a manner generally consistent with generally accepted accounting practice. All such funds received by this Chapter, regardless of source, shall be held by this Chapter in trust for the sole benefit of the Chapter hereby

chartered and for the Association. In the event the Chapter dissolves, changes affiliation, disaffiliates from the Association, or for any reason whatsoever ceases to operate in accordance with the directive of the Board of Directors of the Association, then and in such event, with or without prior notice, upon demand by the Association any and all funds collected by the Chapter shall be transferred to the Association along with an accounting by the Chapter of the sources and uses of all funds collected for such period(s) all as may be requested by the Board of Directors of the Association.

7) Periodic Reports

The Chapter shall submit to ASA of SC membership reports, financial reports, and such other periodic reports containing such information as may be required by ASA and ASA of SC in order to demonstrate its compliance with the ASA, the ASA of SC Bylaws, this Agreement, state law, or other policies and procedures established by ASA and ASA of SC.

8) Bylaws

The Chapter agrees to comply with the bylaws of ASA of SC and any policies and procedures established by the ASA of SC Board of Directors. Such bylaws are incorporated by reference into this agreement.

9) Revocation of Charter

This Chapter Charter Agreement shall remain in full force and effect for so long as the provisions of the Bylaws of ASA, the Bylaws of ASA of SC, this Chapter Charter Agreement, and the policies and practices of ASA and ASA of SC are followed. Failure to adhere to the requirements of this Charter Agreement may result in the Revocation of the Charter of the Chapter identified above.

10) Adoption of Charter

This agreement and all documents referred to herein have been adopted and approved by the ASA of SC Board of Directors and the Chartered Chapter.

ASA of SC Midlands Chapter

Date: _____

Midlands Chapter President

Term: _____

Midlands Chapter Vice President

Term: _____

Midlands Chapter Secretary

Term: _____

Midlands Chapter Treasurer

Term: _____

Approved by Board of Directors, In Session, 18 May 2022