

**International Society of Arboriculture (ISA)
Operating Agreement between ISA and Texas Component**

This document will act as the Operating Agreement (OA) between the International Society of Arboriculture and Texas Chapter. Texas is a chapter of the ISA. This Operating Agreement is valid from the date of signature below forward unless changes are agreed to by both parties on the Component Operating Agreement Sheet. The signatures below represent the agreement of both parties to abide by this agreement. This document is an extension of the Memorandum of Understanding dated December 10, 2012.

I. Contacts

- a. Component will assign one primary contact to interface with ISA Headquarters and create resolution for operational issues. This point of contact will be John Giedraitis, (Executive Director of Component). If the contact person changes, the Component will need to update ISA within two weeks. The notice of the change should be emailed to membership@isa-arbor.com.

The Component President's name and contact information is Michael Sultan, (214) 605-2660, Michael.Sultan@davey.com.

- b. ISA will assign one primary contact to interface with the Component and create resolution for operational issues. This point of contact will be the Director of Member Services and Component Relations. If the Director of Member Services and Component Relations is not the appropriate person to address the issue, he/she will redirect the issue to the correct person on the ISA staff. All Component correspondence related to this operating agreement should be sent to membership@isa-arbor.com, which will be reviewed and distributed by the Director of Member Services and Component Relations, as needed.
- c. The primary purpose of the ISA Council of Representatives (CoR) is to maintain a forum for collaboration and cooperation between ISA Component organizations and the ISA Board of Directors and staff. The Component will elect or appoint one representative to sit on the ISA Council of Representatives. Length of term is determined by the Component, though ISA recommends three years. The representative must be a professional member of ISA and be aware that the official communication language of ISA is English. It is expected that the representative be able to speak and understand English. The name and contact information of the CoR should be provided to the ISA office within two weeks of being appointed/elected. The notice of the change should be emailed to membership@isa-arbor.com. CoR Members who represent Chapters and Professional Affiliates have the responsibility to vote in five members of the ISA Board of Directors. CoR Members who represent Associate Organizations do not have any voting rights as it pertains to the election of ISA Board of Director members.

- d. ISA will provide one (1) complimentary professional membership to the Component Executive/Administrator or designated individual with full member benefits, including *Arborist News* and all ISA electronic newsletters, but excluding voting rights.
- e. The Component will provide the ISA Director of Member Services and Component Relations one (1) complimentary nonvoting membership, with full member benefits including any printed newsletters and all Component electronic communication.

II. ISA Credentialing

- a. ISA will provide the Component with the opportunity to participate in the administration of the ISA Credential programs. Details of this relationship are established and approved by the ISA Certification Board in the form of ISA credentialing policies and procedures (including certification and qualification policies and procedures) and in accordance with ISA Board policies and procedures.
- b. The Component will collaborate with ISA staff to promote and market ISA credentialing programs within its territory.
- c. John Giedraitis will serve as the local contact for ISA qualification event planning and administration.
- d. The Component will assign a Certification Liaison to assist locally with administering certification exams and continuing education units. The liaison must be fluent in English to enable communication with Certification Department staff.
- e. The Component will email the name, telephone number, postal address, and email address of the liaison to ISA at membership@isa-arbor.com. If the Component changes the liaison assignment, the component is required to provide the name, telephone number, postal address, and email address of the new certification liaison to ISA within two weeks of the change. Notice of the change should be emailed to membership@isa-arbor.com. If the liaison delegates tasks to other individuals from the Component, the Component is required to email their names, telephone numbers, postal addresses, and email addresses to ISA at membership@isa-arbor.com. The Component is required to notify ISA of any changes to designee information within two weeks of the change.
- f. ISA will provide an online toolbox to assist liaisons with exam and continuing education administration.
- g. The certification liaison must be willing and able to commit to a 3-year term and attend one face-to-face Liaison Committee meeting per year. If the liaison is unable to attend, the Component will designate an alternate to attend on behalf of the liaison. The

Component is responsible for the liaison's travel and lodging expenses to attend the meeting.

- h. The Component agrees to the following as it pertains to credentialing exam application/registration collection:

For certification exams:

ISA will collect and vet applications. Under this option, application materials must be submitted in English.

For qualification application/registration forms:

- For events held under the contract fee model, the Component will vet application/registration forms to ensure that candidates meet eligibility requirements and will submit candidates' documentation of eligibility to ISA.
- For events held under the co-hosted model, ISA will vet application/registration forms, which will be submitted directly to ISA.

- i. Under the terms of this agreement:

ISA collects ISA certification exam fees, ISA recertification fees, and qualification fees and forwards a percentage of credentialing fees in consideration for support and delivery of any ISA certification exams, qualification events, and continuing education programming and administration.

Under either option above, the Component must provide annual reports to the Certification Board of the expenditures of certification-related revenue. Certification revenue must be spent solely on certification activities. If the Component fails to submit an expenditure report, ISA may withhold certification revenue until the report is received. Reports are not required for qualification revenue; spending of qualification revenue is not restricted to credentialing activities.

[Addendum A](#) contains Certification and Qualification Program pricing and fees along with a Component reimbursement schedule.

- j. Under the terms of this agreement:

For certification exams,

ISA will distribute exam results directly to individual candidates. ISA will bear all costs related to exam result distribution.

For qualification exams, ISA will distribute exam results directly to individual candidates at its own cost, unless alternate arrangements have been made with the qualification event host.

- k. ISA will include information about privacy and information sharing in credentialing handbooks and applications, allowing ISA to share contact information, exam results, credential expiration dates, and other relevant details with the Component so that the Component may monitor credential status and administer related programs and services.

I. Under this agreement

ISA will send 3-4 recertification billing notices/invoices to each of the Component's credential holders via a mix of electronic and paper-based billings. ISA will bear the costs for all billings.

III. ISA Membership and Dues Collection

- a. The Component will notify ISA headquarters of the Component dues rate for next membership year by July 1 of each year. ISA will collect Component dues for the listed amount from September 1 through August 30 of the following year. Should the Component change the rate after September 1, ISA is not responsible for correcting printed materials distributed by the ISA on behalf of the Component prior to or in production at that time. ISA will correct the fee amount on the ISA website and in future printings, when possible, following notification of a change.
- b. ISA will list Component membership opportunities on all printed and electronic membership applications. To enhance membership growth in both organizations, ISA and the component will list membership opportunities for both organizations on each other's printed and electronic membership applications.
- c. ISA will include information about privacy sharing on their membership applications that allows ISA to share all contact information with the member's local Component. This language will be in compliance with national and local privacy laws. ISA requests that the Component use similar language to allow them to legally share Component membership information with ISA. Components must incorporate the language "By joining the Texas Chapter, you authorize Texas Chapter to make your contact information available to the ISA so they can share information with you about educational seminars and other relevant events".
- d. As of September 1, the Component and ISA agree that all new annual memberships processed will be valid until December 31 of the following year.

- e. The Component is required to share a list of their Component members with ISA quarterly so that ISA can use this information to verify Component status necessary to apply or deny discounts on certification. The Component can use the online "Manage Memberships" tool to send this information to ISA or they may send a list in a Word or Excel document. The ISA will reciprocate by providing the Component with ISA only member information on a daily basis through the reports available in the Component Resources site.
- f. **Billing Notice Options:**

ISA will send up to seven (7) billing notices to all Component members, and collect and process dues for Component members. For these billings, ISA will cover postage, printing costs, staff time, and collection fees.
- g. ISA will provide the Component with the option of two additional electronic billings for Component-only members. These electronic billings will be conducted in the Component's name on the Component's behalf. These billings will be sent out at the request of the Component administrator. Use of Component-only lists is governed by national and local privacy laws.
- h. ISA headquarters staff will input and track information for all Component members processed through ISA headquarters.
- i. The Component is required to submit monthly membership updates using the online tool or by sending a spreadsheet or word document to membership@isa-arbor.com. The Component is encouraged to submit memberships electronically to ISA utilizing the online "Manage Memberships" tool. ISA would prefer memberships be submitted daily or weekly so that service can begin immediately. Late Component submission of membership lists directly affects membership benefits. Components that use the import tool will receive a 5% rebate for each membership sent to ISA through the Component Data Import Tool. This rebate is offered to compensate the Component for the time and effort of inputting data.
- j. Components have access to view members through the Component Resource Portal 24x7.
- k. To ensure appropriate benefit information, privacy statements and marketing information is accurately reflected on the Component's web site and applications, the Component is required to submit the English language version of the web site and application to the ISA annually by September 1st of the calendar year.
- l. The Component will collect both ISA and Component dues and forward ISA dues to the headquarters office as agreed to in conjunction with Director of Finance & Operations.

- a. For Components that utilize a currency other than the United States Dollar (USD), ISA will convert ISA membership dues rates into the Component's currency of choice. This rate will be calculated based on a two year rolling average.
- b. The valuation date will be June 30 of each year. The dues rate will be reviewed annually. ISA will use OANDA[®] Corporation (www.oanda.com) conversion data to establish values.
- c. ISA and the Component will transfer funds based upon the agreed currency to ISA, as referenced in the Section X. Finance and Data Processing, of this agreement.

IV. Marketing Services

- a. The Component and ISA will have reciprocal links to each other's websites on their primary websites.
- b. Component must use the ISA corporate logo on their website and abide by ISA's official guidelines as outlined in the [ISA Branding and Style Guide](#).
- c. Components may use other logos and trademarks including TreesareGood, True Professionals and Certification logos for educational, marketing and promotional purposes with coordination from the ISA so long as the use of such logos is in compliance with the ISA Branding and Style Guide which is available on the ISA website. Please contact pr@isa-arbor.com if you have any questions of would like more information. Certain logos may be available to Components for use on sellable merchandise with permission from ISA and will require a separate licensing agreement.
- d. ISA can provide additional marketing assistance for Components related to member recruitment and retention, certification, qualifications, education, products and other services. However, this requires prior consultation and approval from the Component. Fees, if applicable, for these types of services are to be agreed prior to service commencement.
- e. ISA will provide an events calendar on its main website where a Component can promote events to members from other Components.
- f. Upon request from the Component, ISA will provide sample press releases written for local/regional interests. If the Component wishes to receive these, the Component must provide the name of a contact person to receive press releases to assist with public relation efforts. Components are encouraged to modify the templates as needed and to distribute to local media outlets. Components may request assistance from ISA to help tailor the releases. Contact pr@isa-arbor.com for assistance.

Translation of press releases and review of technical content is the responsibility of the Component.

- g. ISA will offer to host and distribute one survey annually for the Component at no cost. It may be possible to host and distribute additional Component member surveys for a fee. The Component must provide the content in their language of choice and English.
- h. ISA will send out up to two (2) mass emails per year, at the request of the Component. These emails will be distributed in the name of the Component and can only be sent to members of the local Component. With their approval, other Components may be included in the circulation. There will be a fee for any subsequent mass email requests. The content of the email must be provided by the Component to the ISA in the Component's language of choice.

V. Leadership Management and Training

- a. ISA will provide the Component with access to the Component Resource section of Sharepoint to assist with policy and procedure development and other administrative needs.
- b. ISA will host annual Leadership Workshop for Component leaders that provides training, networking and ongoing management of strategic and operational issues that affect multiple Components. The details of which are available in [Addendum B](#). The Component Executive, Component Administrators, or designated primary contact in Components without executives, shall attend ISA's Leadership Workshop at least once every three years, but are highly encouraged to attend more frequently.

VI. Communication between ISA and the Component

- a. ISA will host regularly scheduled calls for Component Executives to discuss current issues and topics with other Component Executives and ISA headquarters staff. The Component shall have representation on at least 75% of these calls. *The Component will advise ISA if they have scheduling conflicts and cannot be present on the call. If the Component does not have an Executive Director the call shall be attended by a designated officer or alternative representative who is able to communicate in English.*
- b. ISA will provide regular conference calls for Council of Representatives. Component should have representation on at least 75% of these calls. The Component will advise ISA that they have scheduling conflicts if they cannot make the call and they will make every effort to find an alternate to participate the conference call in their place, if possible.
- c. ISA will create and distribute a monthly newsletter, the *Component Connections* that gives an update on ISA headquarters operational issues and other relevant news. The newsletter will be sent to the Component Executive or Administrator, CoR representative, and Component President.

- d. While ISA may have an agreement in place with an individual Component to assist with handling membership renewals, such an agreement does not prevent either ISA or the Component from communicating directly and freely with their respective members as they deem necessary or appropriate. Whenever possible, ISA will notify the Component in advance of any mass communications that will be sent out to members from their region.
- e. ISA will schedule visits with each Component at least once every three years, to be conducted by either a Board Officer or staff member. If a Component is interested in having a Board Officer or staff member attend any of their events more regularly, they can refer to ISA Corporate Policy CPP0405 for more details.

VII. Translation Services

- a. The accurate reflection and understanding of information is important to both the ISA and the Component.
- b. When the ISA Headquarters identifies material for translation, responsibility for translation, review, management, and expense coverage will be borne by ISA, unless otherwise agreed upon with the Component.
- c. When the Component identifies material pertain to technical arboricultural information and products and desires a translation, Component may request up to 50% reimbursement from ISA for related and reasonable expenses, up to a predetermined limit. Component shall be responsible for procuring any necessary releases from authors and/or publishers. The actual translation and subsequent review of the material shall be the responsibility of the Component. The guidelines per ISA Corporate Policy 0806 for funding levels are as follows:

<50 ISA members	\$500 USD/yr
50-100 ISA members	\$1,000 USD/yr
>100 ISA members	\$1,500 USD/yr

Please contact membership@isa-arbor.com for specifics.

- d. ISA requests that a Component seeking material for translation contact membership@isa-arbor.com. The component must provide the appropriate details such as format (website, printed material, PowerPoint, etc.) and the intended target audience. ISA requires the source be cited as follows: "© International Society of Arboriculture. Used with permission". ISA will provide documentation that serves as permission allowing material to be used for educational purposes and not for resale. For material and publications being translated for resale, ISA requires a Translation

and Publishing Contract to be signed, outlining the specific terms and conditions of the agreement.

- e. In the event that an ISA Component desires a translation of an ISA Certification exam, ISA will work with the Component to determine the likely number of candidates who would take the exam in that language within a 5-year period. Sharing of costs for the translation will be based on the estimated revenue stream over the 5 year period.

VIII. International Tree Climbing Championship (ITCC)

- a. ISA will provide the Component and its members with the opportunity to participate in the ISA International Tree Climbing Championship. Details for participation are provided in the official rulebook of the International Tree Climbing Championship. Participants are required to follow all rules.
- b. The Component will have the ability to apply for exclusive rights to offer a qualifying International Tree Climbing Championship within the geographic boundaries of the Component. The Component must protect itself from potential liability risks in hosting events. Specifically, the Component must evaluate if it has appropriate liability insurance and purchase such insurance if the Component is not adequately covered by existing insurance plan coverage or by insurance provided by country law. If it is determined that the Component's liability insurance or medical insurance coverage is not adequate, the Component must take action to protect itself by purchasing adequate insurance to protect itself from any liability. The insurance must comply with the local country law requirements and where possible be at least the equivalent of the ISA's minimum coverage limits for ITCC events. Unless local country law prohibits, the ISA must be listed as co-insured. Evidence of liability insurance must be submitted to the ISA prior to the Component holding the event. This evidence must either be in the form of a copy of the insurance certificate or a statement from the Component President verifying that country law insurance provides appropriate liability coverage to protect both the Component and the ISA. The Component shall ensure participants and volunteers have proper medical insurance coverage (based on cultural, medical and legal standards for the particular geographic area). It is not ISA's responsibility to determine the adequacy of the Component's insurance.

IX. Awards

- a. ISA administers three annual award programs, in which all Components are encouraged to participate. These awards programs are intended to recognize and promote the best practices in professional arboriculture.

a. Awards of Distinction

The Component will be invited to submit nominees for the Awards of Distinction during the announced nomination period each year. The nominees will be evaluated by the Awards Committee and winners will be invited to attend the ISA Annual Conference and Trade Show to be recognized by their peers.

b. True Professionals of Arboriculture

The Component will be invited to submit nominees for the True Professionals of Arboriculture during the announced nomination period each year. The nominees will be evaluated by the Awards Committee and winners will be invited to attend the ISA Annual Conference and Trade Show to be recognized by their peers.

Following the ISA Annual Conference, the Component may request publicity materials from ISA to provide local recognition of an award recipient that is a member of the Component. To request materials, contact pr@isa-arbor.com.

c. Gold Leaf Awards

- i. The Component has the option of recognizing local or regional Arbor Day activities or landscape beautification projects. ISA provides the framework of this program and invites each Component to select winners at the local level.
- ii. ISA will provide Component with one (1) Gold Leaf Award plaque per calendar year. ISA will pay for postage for this award, providing the Component gives ISA at least six (6) weeks of notice.
- iii. Additional plaques will be available for purchase.

X. Financial and Data Processing

- a. Component is authorized to act as an agent for ISA in respect to the collection of monies due to ISA from individuals and certificants that request ISA products or services through Component.
- b. ISA is authorized to act as an agent for the Component in respect to the collection of monies due to Component from individuals that request membership in the ISA Component through ISA.
- c. ISA will provide monthly financial reports to the Component via electronic mail by the 15th of each month. The reports will detail the previous month's financial transactions, including new and renewed members, certification exam fees and recertification fees, and other relevant transactions.

- d. The Component must have no outstanding charges over 120 days, unless other financing arrangements have been agreed upon by the Component and ISA. Any invoices not paid after 120 days will incur finance charges.
- e. ISA will process credit card payments for all transactions, including component membership dues that come through ISA headquarters (average cost to ISA is 2.20 % per transaction in 2013)
- f. ISA and the Component will transfer funds between the two organizations as follows:
 - i. The component has elected receive payments for monies owed to them by the ISA on a monthly basis. Such payments will be made on the first of the month.
 - ii. Component agrees to pay ISA for any amount collected every 30 days

XI. Educational Products and Services

- a. ISA will offer discounted Component pricing on all educational items in its store including books, CD-ROMs, and other merchandise [Addendum C](#).
- b. ISA will offer all Components an incentive to assist in the promotion and sales of courses in the Online Learning Center. In exchange for their promotion of this program, ISA will pay the Component a commission for each course sold to someone from within the Component's geographic boundaries. These profit sharing commissions will be calculated on a quarterly basis and paid to the Component as per Section X. e.
- c. In order to provide support for Component meetings, ISA will offer to work with Components to coordinate an on-site bookstore during their annual meetings. There are multiple bookstore models available and include a virtual model for Component regions where it would be cost prohibitive for ISA to send a representative. Contact sales@isa-arbor.com for more details. A separate agreement detailing the agreed upon terms or such support will be required.
- d. The Component will have the opportunity to partner with ISA to offer ISA co-branded workshops, educational programs, conferences, and services as agreed to in advance when possible and desired by both parties.

Per the Memorandum of Understanding between the International Society of Arboriculture and Texas Chapter , this Operating Agreement shall renew automatically annually on the date signed below, unless either ISA or the Texas Chapter requests items to be addressed.

Authorized Signatures



ISA Representative Signature

Jim Skiera, CAE

ISA Representative Printed name

Executive Director

ISA Representative Title

International Society of Arboriculture

ISA Organization

AUGUST 12, 2014
Date



Component Representative Signature

Michael Sultan

Component Representative Printed name

President

Component Representative Title

Texas Chapter

Component Name

July 28, 2014

Date