



SACUBO Business Policy Manual

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INTRODUCTION

SACUBO's mission is to contribute to superior higher education financial and administrative services by providing relevant professional development, thought leadership, and issue advocacy. The SACUBO Treasurer is the chief financial officer of the organization and is responsible for overseeing all organizational financial functions needed to achieve SACUBO objectives. The Treasurer may delegate certain functions to recognized committees and individuals to more effectively carry out the programs of SACUBO.

SACUBO's membership consists of educational institutions of all sizes primarily from the southeastern region of the United States. Due to this diversity, SACUBO recognizes the need for a Business Policy Manual. The manual is intended to document SACUBO's governance and compliance policies and its finance structure.

Individuals accepting SACUBO Board and Committee appointments are expected to follow the guidelines contained in this manual. This will promote consistency, continuity, and compliance with regulatory and reporting standards.

The Treasurer is responsible for maintaining this manual and ensuring it is posted to the website. The SACUBO Board of Directors (as a whole or through standing or ad hoc committees with full Board ratification) has the responsibility for developing, implementing, and documenting current and future SACUBO policies and procedures. This SACUBO Business Policy Manual supersedes previously issued policies and directives.

ORGANIZATION

SACUBO is governed by a Board of Directors (Board) selected annually by a Nominating Committee and ratified by the membership at the Annual Business Meeting. Duties of the Officers are outlined in the Bylaws.

SACUBO uses a committee structure to facilitate its operations and provide a broad base of input recognizing the diverse nature of the SACUBO membership. Standing committees are outlined in the Bylaws. The President may establish ad hoc Committees as necessary to conduct SACUBO business.

GOVERNANCE / COMPLIANCE

CONFLICTS OF INTEREST

Annually, all members of the SACUBO Board of Directors and members of all committees will be provided a copy of the Conflicts of Interest Policy (Attachment C). Each individual must read and sign agreeing to comply with the policy. The SACUBO Business Office will be responsible for obtaining the

signed Conflicts of Interest statements, and the Executive Director and Secretary will be responsible for reporting potential conflicts to the Executive Committee for review.

CODE OF CONDUCT

Annually, all members of the SACUBO Board of Directors and members of all committees will be provided a copy of the Code of Conduct (Attachment D). Each individual must read the document and sign agreeing to comply with the ethical principles outlined in the Code of Conduct. The SACUBO Business Office will be responsible for obtaining the signed Code of Conduct statements.

WHISTLEBLOWER PROTECTION POLICY

The Whistleblower Protection Policy is intended to encourage and enable members and others to raise serious concerns internally so SACUBO can address and correct inappropriate conduct and actions. Anyone who reasonably believes some policy, practice, or activity of SACUBO is in violation of a law or regulation is to file a written complaint with the Chair of the Audit Committee in accordance with the Whistleblower Protection Policy (Attachment F).

MEETINGS CODE OF CONDUCT AND DISCLAIMER

Event attendees must agree to comply with the Meetings Code of Conduct and Disclaimer (Attachment G) at the time of registering for an event.

PRIVACY POLICY

SACUBO's Privacy Policy (Attachment H) outlines how personal data is collected, processed, disclosed, and protected.

RECORDS RETENTION

The SACUBO Business Office will retain records based on legal and/or accepted industry standards.

FINANCE

FINANCIAL OVERSIGHT

FINANCIAL PLAN / BUDGET – The SACUBO Treasurer, in consultation with the Executive Committee and the SACUBO Business Office, will prepare and present a four-year financial plan, to include the proposed annual operating budget for the upcoming year, to the SACUBO Board of Directors who are responsible for its approval and execution.

The proposed budget, as recommended by the Executive Committee, will be submitted to the full Board of Directors to be reviewed and approved. The budget for the upcoming year, as approved by the full Board of Directors, will be presented to the membership for approval at the Annual Business Meeting.

ACCOUNTING RECORDS – SACUBO will use available resources to provide services consistent with its primary mission. Accordingly, records shall be maintained to account for resources received, held, invested, and expended. The SACUBO Treasurer is charged with oversight of the organization's official books of record maintained by the SACUBO Business Office

TREASURER – The Treasurer shall submit a financial report, to the Board of Directors at each Board meeting. The annual audit report shall be presented to and approved by the full Board of Directors. The Treasurer shall present the most recent audited financial statements to the membership at the Annual Business Meeting.

BANK ACCOUNTS – The SACUBO Business Office has primary responsibility for managing the SACUBO master checking account, with the Treasurer responsible for oversight and approval of the disbursement of funds as appropriate to conduct SACUBO business.

COLLECTION OF RECEIVABLES – The Treasurer will coordinate with the SACUBO Business Office in following up on the collection of all amounts due to SACUBO. The Executive Committee will approve all write-offs.

TAX MATTERS – The SACUBO Business Office has primary responsibility for preparation of the annual Form 990, and the Treasurer is responsible for reviewing the annual Form 990. The annual Form 990 shall be presented to and approved by the full Board of Directors.

INSURANCE – SACUBO will maintain adequate insurance coverage to protect the assets of the Corporation. Specific policies and coverage levels will be reviewed on an annual basis by the Finance Committee.

MEMBERSHIP

ANNUAL DUES – Changes to annual dues will require approval by the membership at the Annual Business Meeting or any special meeting with appropriate notice given. Generally, payment of dues will be made directly to NACUBO, and NACUBO will periodically remit the applicable regional dues to SACUBO.

PROGRAMS

REGISTRATION FEES – The Finance Committee shall recommend changes to registration fees for SACUBO events. Registration fees for all events should be at a level to encourage attendance. Changes will be submitted to the Board of Directors for approval as a part of the annual budget.

All persons attending the SACUBO Annual Meeting, Fall Workshop, and other professional development programs are expected to pay the appropriate registration fees. Exceptions to this policy are as follows:

- Program presenters may receive a discount as determined by the Vice President responsible for the event;
- President of SACUBO and one guest;
- Three regional association Presidents and one guest each;
- NACUBO CEO and NACUBO Chair and one guest each;
- Past SACUBO Presidents and one guest; and
- Exceptions as approved by the President and/or the Vice President responsible for the event.

SPONSORSHIPS

The responsibility of maintaining good relationships with SACUBO's business partners rests with the entire Board of Directors but is coordinated and directed by the Business Partner Relations Coordinator with the assistance of the SACUBO Business Office. The Business Partner Relations Coordinator and the SACUBO Business Office shall establish procedures for communication among the Board and the business partners and maintain a grid showing contribution levels offered for sponsorships and exhibits. This plan shall be reviewed annually and submitted to the Board of Directors for approval. The SACUBO Business Office shall ensure the billing and collection of sponsorship and exhibitor fees are done in accordance with good accounting procedures.

INVESTMENTS

INVESTMENT GUIDELINES – Current investment policies (Attachment A) established and approved by the Board of Directors are to be followed by the Investment Committee in making investments.

INVESTMENT REPORTING – The Chair of the Investment Committee will provide an investment report to the Board of Directors at least annually at the same Board meeting as the annual budget is presented. The report should include current investments, the rate of return on each investment, and other items as requested by the Board.

EXPENDITURES

PROGRAMMING EXPENDITURES – Events shall be conducted in a manner to ensure quality programming while exercising prudence in cost. The appropriate Vice President in charge of the event has a stewardship responsibility for the organization's funds and is accountable to the membership to use their funds properly and effectively. When arranging SACUBO events, consideration should be given to choosing a site that minimizes travel costs for the membership.

Expenditures of the organization generally include those items necessary to carry out professional development activities for the membership. Documentation for all disbursements is required to be submitted to the Treasurer and the SACUBO Business Office. Unauthorized expenditures will not be reimbursed.

The SACUBO Board of Directors may establish scholarships and awards and a process for granting them. Award and scholarship criteria shall be established by the appropriate committee and approved by the Board of Directors.

The recipient of the Distinguished Service Award and his/her guest will be invited to the Annual Meeting with complimentary registration, travel, and lodging reimbursed by SACUBO.

Although the NACUBO CEO, NACUBO Chair, and Regional Presidents (and one guest) are entitled to complimentary registrations when attending SACUBO professional development activities, this does not include travel reimbursement unless approved by the Vice President responsible for the event.

SUPPORTING EXPENDITURES

GIFTS TO VOLUNTEERS AND OTHERS – SACUBO shall acknowledge the volunteer service of an outgoing President by an appropriate gift coordinated by the incoming President. The gift shall be presented at the Annual Meeting. Other gifts shall be approved by the President.

TRAVEL

TRAVEL REIMBURSEMENT GUIDELINES – The Treasurer is responsible for communicating reimbursement policies and procedures to those individuals who incur expenses on behalf of the organization. The Board of Directors has articulated guidelines for use by persons traveling on SACUBO business. These guidelines are hereby incorporated by reference to this policy manual (Attachment B).

CONTRACTS – The President of the organization has contractual authority; however, the President may delegate the authority to contract for specific activities. The SACUBO Business Office, in coordination with the Secretary, is responsible for maintaining copies of all contracts.

The SACUBO Business Office, in coordination with the Treasurer, is responsible for annually reviewing all contractual obligations.

ATTACHMENT A – INVESTMENT POLICIES AND PROCEDURES

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS INVESTMENT POLICIES AND PROCEDURES

The Southern Association of College and University Business Officers Incorporated (SACUBO) is a nonprofit corporation organized to conduct educational activities, promote professional development, and increase the efficient practice of business and financial management in higher education.

A. Description of Funds Subject to Long-Term Investment

1. General:

There are potentially three categories of SACUBO funds that are subject to investment; namely, operational reserve funds, endowment funds, and quasi-endowment funds. The definitions of such funds are as follows:

- a. **Operational Reserve Funds:** Operational reserve funds characterized as unrestricted net assets represent a source of internal financing to allow SACUBO to continue providing membership benefits and services on an ongoing basis while promoting new initiatives in case of short-term economic downturns or other factors beyond SACUBO control. These funds are derived from membership dues, professional development fees, sponsorship fees, investment income, and other amounts paid to SACUBO.
- b. **Endowment Funds:** Endowment funds are funds received by SACUBO from grants and bequests with respect to which the donors have stipulated, as a condition of the gift, that the principal of the fund is to be maintained and invested for the purpose of producing income to be applied to uses as specified in the gift instrument.
- c. **Quasi-Endowment Funds:** Quasi-Endowment Funds are funds that function as endowments that the Board of Directors, rather than a donor, has determined are to be retained and invested. Since these funds are internally restricted, the Board of Directors retains the right to alter or amend such designation at any time. Such funds primarily represent a portion of the current fund balance that the Board of Directors has designated to be retained and invested in the same manner as endowment funds.

2. Use of Endowment and Quasi-Endowment Fund Income:

SACUBO as a member-supported organization, receives very limited recurring financial support for general operations other than annual membership dues and professional development fees. Accordingly, income from the investment program is designated for furthering the mission of SACUBO and other special projects determined worthy of support by the Board of Directors.

To that end, the Board has adopted the following spending policy applicable to Endowment and Quasi-Endowment Funds:

Funds from the Endowment and Quasi-Endowment shall be apportioned for spending annually in accordance with this Spending Policy. The amount of return available for current spending (distribution) during a fiscal year shall be determined on the basis of the average fund market value of the 12 most recent trailing quarters as of the preceding December 31st (“average market value”). The annual distribution shall be calculated as 5.0% of the average market value.

B. Investment Policies and Administration

1. General:

Jurisdiction over the investment of SACUBO funds is under the Investment Committee of the Board of Directors, which makes recommendations to the Board of Directors on matters requiring Board action. The Investment Committee, with Board approvals, works with the SACUBO Treasurer. The Investment Committee, serving as the Investment Committee, is responsible for reviewing at least annually (1) the investment actions taken by the Treasurer to ensure that such actions conform to the policies and guidelines set forth herein; and (2) the content and performance of the entire investment portfolio. The Investment Committee shall report its findings and recommendations, if any, to the Board of Directors for such action as the Board or the Executive Committee deems appropriate.

2. Investment Objectives:

The basic investment objective of the SACUBO investment policy are (1) to produce a reasonable current income return, (2) to achieve a moderate growth in the principal of the funds to offset the effects of inflation, and (3) to preserve the principal of the funds. Within these objectives, the investment performance goal for the management of the SACUBO funds is to provide better than average returns on investments over the longer term. The investment portfolio shall be structured in a manner that provides a high likelihood of meeting these objectives. It is recognized that investment returns are related to risk in the capital markets and that as the risk premium rises so does the expected volatility of the investment return. It is also recognized that returns are cyclical and will vary by assets depending on economic, political, and monetary conditions. To capture the highest level of return with the least risk, the investment portfolio shall be diversified to include a wide range of qualified assets. Diversification of investments among assets that are not similarly affected by economic, political, or social developments is highly desirable. The general policy shall be to diversify investment so as to provide a balance that will enhance total return, while avoiding undue risk concentrations in any single asset or investment category. To ensure broad diversification, the asset allocation will be set with the following target percentages and within the following ranges:

- Equities 60-80%
- Fixed Income 15-35%
- Real Assets (real estate and commodities) 0-10%

- Cash 0-15%

3. Eligible Securities:

The following types of securities will be eligible for investment by SACUBO

- a. Direct obligations of the United States government (including pooled funds comprised of these securities).
- b. Common and preferred stocks and convertible securities traded on either the U.S. or recognized foreign security exchanges (including pooled funds comprised of these securities).
- c. Certificates of deposit with U.S. commercial banks, or federal or university-affiliated Credit Unions.
- d. Commercial paper of corporate issuers with a minimum quality rating of A-1 by Moody's or A by Standard and Pools.
- e. Fixed income or other debt securities of any U.S. entity with minimum "A" rating by both Moody's and Standard and Pools (including pooled funds comprised of these securities).

4. Investment Management:

It is the policy of SACUBO to seek out the best investment management available for the investment of organizational funds. The importance of qualified external investment management is further recognized due to the limited terms and time of the SACUBO Investment Committee and Treasurer. Investment managers may be employed to accomplish specified goals consistent with the investment objectives. The Treasurer will provide a summary investment manager review and comparison to applicable benchmark report to the Executive Committee quarterly. Each investment manager will be reviewed by the Treasurer and the Investment Committee on an ongoing basis and evaluated upon the following criteria:

- Avoidance of regulatory actions against the firm, its principals, or employees.
- Adherence to the guidelines and objectives of this Policy Statement.
- Avoidance of significant deviation from the style and capitalization characteristics defined as "normal" for the manager.
- Ability to exceed the return of the appropriate benchmark and, for equity managers, produce positive alpha (risk adjusted return).
- Ability to meet or exceed the medial performance of a peer group of managers with similar styles of investing. Investment decisions, including the charging of reasonable fees for services, shall be made by the Treasurer in accordance with SACUBO policies.

5. Investment Records and Reports:

The SACUBO Treasurer shall be responsible for maintaining the following investment records on SACUBO investments:

a. Detailed Investment Record. The Treasurer shall maintain detailed records of all SACUBO investments and investment transactions. Periodic reports as noted in section B.1. of these policies shall include the following information:

1. Report reflecting fiscal year-to-date summary on each investment asset held and where held.
2. Report reflecting fiscal year-to-date detailed transaction information on each investment asset.

b. Annual Report: The annual financial report of the SACUBO Treasurer shall contain detailed schedules for all investments owned by SACUBO setting forth the book value, market value, and total return of the investment program for the fiscal year.

C. Custody and Transfer of Securities:

1. Custody:

The Treasurer is charged with the responsibilities of receipt, custody, and proper handling of securities and other SACUBO funds in accordance with the organization's bylaws and policies adopted by the Board of Directors from time to time. In order to provide efficient handling of security transactions, the Board of Directors has authorized the Treasurer to negotiate custody agreements for safely keeping all SACUBO securities with custodian banks and/or external investment managers. It is standard practice for custodians of securities owned by institutional investors to utilize the services of securities depositories. Such practice simplifies the settlement process for securities transactions, improves the timeliness of income collection, and provides other efficiencies to the securities custodian function. The contractual arrangements for custodial services permit custodians of SACUBO securities to utilize such depository services.

2. Transfer of Securities:

Securities held by custodian banks, depositories, and/or external managers may be transferred upon instructions of the SACUBO Treasurer in compliance with transfer specifications previously approved by the Treasurer.

ATTACHMENT B – SACUBO TRAVEL GUIDELINES

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS SACUBO TRAVEL GUIDELINES

General:

The following policies are applicable to the payment of travel expenses in connection with special and called meetings and other official SACUBO business. Travel expense reimbursements are not provided to attend SACUBO events unless there is a scheduled Board meeting at the event. Board members shall receive travel expense reimbursement to attend scheduled in-person Board meetings. Constituent Committee members shall receive travel expense reimbursement to attend the constituent planning meeting. The President or the Vice President responsible for the meeting / event has the authority and flexibility to make exceptions to these policies as deemed necessary.

Travel Expense Reimbursement Guidelines:

Coverage begins at the actual start of a trip, whether it is from the traveler's regular place of employment or home. It terminates when the traveler reaches either home or office. Expenses for spouses and/or dependents are personal expenses and not reimbursable.

SACUBO requires that requests for reimbursement be substantiated with receipts for expenditures. Invoices and receipts must not be altered. For on-line purchases, a printout of the confirmation screen or email acknowledgement is acceptable.

Requests for reimbursement are to be submitted on the SACUBO Expense Form within thirty (30) days of the event.

Air/Train Travel:

Travelers must make their own reservations.

Travelers will obtain the lowest available fare with logical routing. Reservations should be booked at least 3 weeks in advance of the event for the best fares.

Only main cabin (or equivalent) fares plus the fee for one bag will be reimbursed. Any upgrades will be the responsibility of the traveler.

Vehicle Use:

Use of personal or institutional vehicle will be reimbursed at the mileage rate consistent with IRS rules and regulations in effect at the time of the event.

Tolls and parking will be reimbursed.

When a personal, institutional, or contracted rental automobile is used for transportation to a SACUBO event from the traveler's regular place of employment or home, and the distance to be traveled is more than 300 miles each way (600 miles round trip), transportation reimbursement will be made at the lesser of actual cost incurred, economy airfare, or the IRS mileage allowance. Individuals will need to provide documentation (google maps, mapquest, etc.) for the number of miles driven and an estimate for economy airfare for the same travel days. Consideration should be given to use of the most economical means of transportation.

Rental Car:

The SACUBO President must pre-approve usage of a rental car if needed to facilitate SACUBO business. The request must include what the SACUBO business is and the expected amount of use of a rental car. Only economy rates will be reimbursed if pre-approved.

Hotel:

Individuals are responsible for obtaining their own hotel accommodations at least 30 days prior to the event. Personal fees such as mini-bar, movie rentals, optional resort fees, and health club fees are not reimbursable. Required resort fees are reimbursable. Self-parking at the hotel is reimbursable. If there is not an option for self-parking, valet parking is reimbursable. Travelers are responsible for all expenses incurred before or after the SACUBO event. Travel expense reimbursement is provided for the night before a scheduled in-person Board meeting or scheduled constituent planning meeting.

Individuals are expected to stay at the SACUBO designated hotel (or designated overflow hotel). If an individual chooses to stay at a different location, SACUBO will reimburse the lesser of actual costs or the SACUBO designated hotel rate per night plus applicable taxes and fees.

Meals:

SACUBO will reimburse for meal expenses incurred while the individual is in travel status.

SACUBO will reimburse meal expenses, including tips, according to actual costs up to \$75 per day. Detailed receipts are to be submitted with the SACUBO Expense Form. Tips up to 20% will be reimbursed. Alcohol purchases will be considered a personal expense and not reimbursed by SACUBO.

The cost of a meal taken elsewhere during a meal that is provided at the event will not be reimbursed.

Miscellaneous Expenses:

Other reasonable travel expenses may be reimbursed if they are necessary. These expenses should be listed separately on the SACUBO Travel Form.

Tips up to 20% will be reimbursed for ground transportation expenses.

Reimbursement requests for mileage between home and an airport will need to include documentation (google maps, mapquest, etc.) supporting the number of miles driven. The cost of economy or long-term airport parking will be reimbursed.

When a trip involves traveling for both SACUBO and other purposes, the traveler will reasonably allocate the costs between SACUBO and the other activity.

SACUBO President Travel:

The SACUBO President shall receive travel expense reimbursement to attend the Annual Meetings of the other regional associations consistent with other existing travel policies. The President may delegate a representative to attend in his/her place.

SACUBO Expense Report:

The SACUBO Expense Report, along with receipts, must be submitted to both:

- Lisa Mazure, SACUBO Treasurer (lmazure@alamo.edu)
- info@sacubo.org

ATTACHMENT C – SACUBO CONFLICTS OF INTEREST POLICY

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS Conflicts of Interest Policy

Article I

Purpose

The purpose of the conflicts of interest policy is to protect SACUBO's interests. SACUBO Officers, other members of the SACUBO Board of Directors, and members of all committees appointed under Articles 6.1 and 6.8 of the Bylaws (“Members”) have as their primary professional responsibility their obligations to their respective institutions. While Members of SACUBO are not prohibited from developing external relationships with industry and private entrepreneurial ventures, such relationships carry an increased risk of a conflict of interest. Members need to be sensitive to the possibility that outside obligations, financial interests, or employment may affect their responsibilities and decisions related to SACUBO. This policy is intended to supplement but not replace any applicable institutional policies, procedures, guidelines or state laws governing conflicts of interest.

Article II

Definitions

1. Interested Person

Any SACUBO Officer, other member of the SACUBO Board of Directors, or members of any committee appointed under Articles 6.1 and 6.8 of the Bylaws who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly through business, investment, or family¹ (excluding the person’s institution)--

- a. an ownership or investment interest in any entity with which SACUBO has a transaction or arrangement, or
- b. a compensation arrangement with SACUBO or with any entity or individual with which SACUBO has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which SACUBO is negotiating a transaction or arrangement.

¹ “Family” shall be interpreted as immediate family and shall include children and their spouses who no longer reside with the Member.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate Board or committee decides that a conflict of interest exists.

Article III

Procedures

1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest to the SACUBO Executive Committee should he or she perceive a conflict of interest under Article II, 2.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, the SACUBO Executive Committee shall convene in accordance with Article 6.2 of the SACUBO Bylaws. The SACUBO Executive Committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

a. Any transaction or arrangement as a result of a bid process whereby at least three bids are received from non-financial interest vendors shall not constitute a conflict of interest as long as the bid acceptance is done by a person who does not have a financial interest.

b. After exercising due diligence, the SACUBO Executive Committee shall determine whether SACUBO can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

c. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the SACUBO Executive Committee shall determine by a majority vote of the disinterested committee members whether the transaction or arrangement is in SACUBO's best interests and for its own benefit and whether the transaction is fair and reasonable and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

4. Violations of the Conflicts of Interest Policy

a. If the SACUBO member has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, he or she shall inform the SACUBO President. The SACUBO President shall inform the member of the allegations brought against him or her and afford the member an opportunity to explain the alleged failure to disclose to the SACUBO Executive Committee.

b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Executive Committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

Records of Proceedings

The minutes of the SACUBO Executive Committee shall contain--

1. the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest; the nature of the financial interest; any action taken to determine whether a conflict of interest was present; and, the SACUBO Executive Committee's decision as to whether a conflict of interest in fact existed.
2. the names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of the discussion, including any alternatives to the proposed transaction or arrangement; and, a record of any votes taken in connection therewith.

Article V

Annual Statements

Each SACUBO Officer, other member of the SACUBO Board of Directors, or members of any committee appointed under Articles 6.1 and 6.8 of the Bylaws shall--

1. Receive a copy of the conflicts of interest policy,
2. Read and understand the policy,
3. Agree to comply with the policy, and
4. Return the signed joint annual statement (or complete the form online) by July 1 of each year.

Failure to comply may result in a request to step down from the Board or any committee.

ATTACHMENT D – SACUBO ETHICAL PRINCIPLES AND CODE OF CONDUCT

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS Ethical Principles and Code of Conduct

Introduction

The Southern Association of College and University Business Officers (SACUBO) Ethical Principles and Code of Conduct document the organization's expectations of responsibility and integrity by its members.

A. Ethical Principles

Exemplary ethical conduct is critically important in our relationships with colleagues and the public. This statement reflects the values of the organization approved by the SACUBO Board and committee members.

1. The following core values guide our decisions and behavior:
 - Integrity
 - Excellence
 - Mutual respect and human dignity
 - Personal responsibility and accountability
 - Community engagement
 - Social responsibility

2. Each member of the Board of Directors or a committee must endeavor to:
 - Promote the best interests of SACUBO
 - Foster the vision, mission, and values of SACUBO
 - Preserve the public's respect and confidence in SACUBO
 - Exhibit personal integrity, honesty, and responsibility in all actions
 - Provide an environment of mutual respect, impartiality, and collaboration
 - Maintain confidentiality in all matters deemed confidential
 - Assure independence of judgment, free from conflicting interests
 - Ensure that relationships that constitute, or could be perceived as, conflicts of interest are fully and properly disclosed and SACUBO guidelines are followed
 - Comply with the policies and procedures of SACUBO and applicable state and federal laws and regulations
 - Demonstrate stewardship of SACUBO property and resources

B. Code of Conduct

Those acting on behalf of SACUBO have a duty to conduct themselves in a manner that will maintain the public's trust in the integrity of SACUBO and to act compatibly with their obligation to this organization. The Code of Conduct establishes guidelines for professional conduct for SACUBO members, including executive officers, staff, and SACUBO Business Office staff, those using SACUBO resources or facilities, and volunteers and representatives acting as agents of the organization.

The Code of Conduct is intended to determine what conduct is expected and to help individuals to determine behaviors that should be avoided. SACUBO members are strongly urged to consult with SACUBO officers to review and evaluate specific situations. In addition to the code, SACUBO members are subject to all SACUBO regulations, policies, and state and federal law. As applicable, SACUBO members shall comply with:

- Federal laws, regulations, and policies
- Contract, grant, and sponsor agreement stipulations
- Generally accepted accounting principles

1. Nondiscrimination Policy

SACUBO complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The organization provides equal opportunities for all persons in aspects of SACUBO operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status.

2. Use of the Organization's Name

SACUBO members have a public association with the organization but are also private citizens. Thus, care must be taken to appropriately differentiate between the two roles. SACUBO members may not use or allow the use of the name of the organization or identify themselves as members of SACUBO in the public promotion or advertising of commercial products without prior written approval. Individuals writing or speaking publicly in a professional or expert capacity may identify themselves by their relationship with SACUBO, but if so identified then in all instances where the individual might give even the appearance of speaking on behalf of SACUBO, care must be taken to emphasize that any views expressed are their own and are not representative of SACUBO. SACUBO members are encouraged to contribute to public debate as citizens. In instances where SACUBO members comment publicly in writing, including on social media sites, as part of their official SACUBO duties, they may do so using SACUBO's logo and/or reference their Board member title; when commenting as citizens in writing, SACUBO members must remove any reference to SACUBO.

3. Civic Responsibility of the Individual

In their roles as citizens, Board and committee members have the same freedoms as other citizens, without institutional censorship or discipline, although they should be mindful that accuracy, forthrightness, and dignity befit their association with the organization. When Board and committee

members speak or write as citizens in forums where their comments could be construed as representative of SACUBO, they should indicate that they are not speaking for SACUBO.

4. Discrimination and Harassment

To foster an environment of respect for the dignity and worth of all members of SACUBO, the organization is committed to maintain an environment free of prohibited discrimination and harassment, which includes sexual and other forms of harassment. The policy of SACUBO, approved by the Board of Directors, prohibits discrimination and harassment and assures that complaints of discrimination and harassment shall be treated and investigated with full regard for the organization's due process requirements as outlined in the Whistleblower Protection Policy.

5. Auditing Services

To effectively discharge their fiduciary and administrative responsibilities, SACUBO administration and the Board of Directors are assisted by external (independent) auditing services. These services provide independent, objective assurances and consulting services with respect to evaluating risk management, control, and governance processes. It is a violation of SACUBO policy to mislead or give false information to or intentionally omit material facts from external (independent) auditor(s).

6. Organization Property and Resources

SACUBO members and the SACUBO Business Office shall be responsible stewards of SACUBO property and resources. SACUBO members and the SACUBO Business Office are entrusted with protecting the property, equipment, and other assets of the organization and exercising responsible, ethical behavior when using the organization's resources. SACUBO assets are intended for SACUBO activities.

7. Fiscal Responsibility

SACUBO is committed to responsible stewardship. The SACUBO Board, committees, and SACUBO Business Office are responsible for setting a tone of accountability and high ethical standards in financial matters.

Each Board or committee member and the SACUBO Business Office are accountable for the sound financial management of the organization and retain this fiscal responsibility if authority for transactional processing, record keeping, approving and monitoring is delegated to others.

8. Financial Advantage

Members of the organization community shall exhibit personal integrity, honesty and responsibility in all actions. Official position or office shall not be used to obtain financial gain or benefits for oneself or members of one's family or institution. Any action that creates the appearance of impropriety should be avoided. An indirect interest may be defined as a real or perceived use of a SACUBO position or office with respect to a purchase or contract leading to financial or other benefits to the individual or a member of his or her family.

Action taken by the Board of Directors shall be in open session, by affirmative vote. The action item shall fully disclose the nature of the conflict and the reasons for the action.

9. Compliance Responsibilities

SACUBO is committed to sustaining a culture of ethical behavior, trust, and compliance. This culture is one in which individuals are comfortable raising concerns when a good faith belief exists that the actions of a SACUBO member are not consistent with laws, regulations, policies, or standards. SACUBO shall ensure that appropriate actions are taken to resolve non-compliance and persons making good faith reports of non-compliance shall not be subjected to retaliation.

10. Truth, Honesty, and Integrity

The SACUBO Board, committee members, and SACUBO Business Office, with no exceptions, shall act with high ethical and professional standards of conduct and be honest in performing their duties.

ATTACHMENT E – SACUBO JOINT ANNUAL STATEMENT

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS Joint Annual Statement

Potential Conflict of Interest Statement

Each SACUBO Officer, other member of the SACUBO Board of Directors, or members of any committee appointed under Article 6 of the Bylaws shall--

1. receive a copy of the Conflicts of Interest Policy,
2. read and understand the Policy,
3. agree to comply with the Policy, and
4. return the signed joint annual statement (or complete the form online) by July 1 of each year.

Failure to comply may result in a request to step down from the Board or any committee.

I have read the statement of policy regarding conflicts of interest.

To the best of my knowledge and belief, except as disclosed herewith, neither I nor any person with whom I have or have had a personal or business relationship is engaged in any transaction or activity or has any relationship that may represent a potential competing or conflicting interest, as described in the statement of policy.

Further, to the best of my knowledge and belief, except as disclosed herewith, neither I nor any person with whom I have or have had a personal, business, or compensated professional relationship intends to engage in any transaction, to acquire any interest in any organization or entity, or to become the recipient of any substantial gifts or favors that might be covered by the statement of policy regarding conflicts of interest.

- Without exception

- Except as described in the attached statement

Date

Name

Signature

Ethical Principles and Code of Conduct Statement

Each SACUBO Officer, other member of the SACUBO Board of Directors, or members of any committee appointed under Article 6 of the Bylaws shall--

1. receive a copy of the Ethical Principles and Code of Conduct (Code),
2. read and understand the Code,
3. agree to comply with the Code, and
4. return the signed joint annual statement (or complete the form online) by July 1 of each year.

Failure to comply may result in a request to step down from the Board or any committee.

I have read the SACUBO Ethical Principles and Code of Conduct. I agree to uphold the ethical principles outlined in the Ethical Principles and Code of Conduct. I will follow the guidelines in the Ethical Principles and Code of Conduct, and I will conduct myself in a manner that will maintain the public's trust in the integrity of SACUBO and act compatibly with my obligations to this organization.

Date

Name

Signature

ATTACHMENT F – SACUBO WHISTLEBLOWER PROTECTION POLICY

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS Whistleblower Protection Policy

The Southern Association of College and University Business Officers (SACUBO) requires its members to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. For purposes of this policy, members include all Board members, officers, SACUBO members, volunteers, business partners, and SACUBO Business Office. As members, we must practice honesty and integrity in fulfilling our responsibilities and comply with applicable laws, regulations and ethical standards (both business and personal).

Reporting Responsibility

This Whistleblower Protection Policy is intended to encourage and enable members and others to raise serious concerns internally so that SACUBO can address and correct inappropriate conduct and actions. All members shall report concerns about violations of SACUBO's ethical principles and code of conduct or suspected violations of law or regulations that govern SACUBO'S operations.

No Retaliation

Retaliation against any member who, in good faith, reports an ethics or code of conduct violation or a suspected violation of law is contrary to the values of SACUBO. This includes, but is not limited to a complaint of discrimination or suspected fraud or suspected violation of any regulation governing the operations of SACUBO. An individual who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including loss of membership.

Reporting and Due Process Procedures

Reports of allegations are encouraged to be made in writing so there is a clear understanding of the issues raised. Written and oral complaints should be made to the current SACUBO Audit Committee Chair and the SACUBO Executive Director. Contact information can be found at sacubo.org and on the [Audit Committee web page](#). Reports may be made anonymously but must include sufficient corroborating evidence to justify initiating an investigation. Reports should focus on facts and avoid speculations and drawing conclusions. Anonymous reports should be mailed to the attention of the SACUBO Executive Director, whose contact information can be found at sacubo.org.

The Audit Committee shall address all reported concerns. The SACUBO Executive Director shall immediately notify the President or Immediate Past President, as appropriate. All reports will be promptly investigated by the Audit Committee. Due process will include notice to the respondent of the allegation, the respondent's opportunity to be heard, a neutral analysis of the facts, and written notification.

The results of the investigation shall be reported to the SACUBO President, or Immediate Past President, and the SACUBO Executive Director. If warranted, the report will include any corrective action recommended by the Committee. The President, or Immediate Past President, and the SACUBO Executive Director will review the report and determine action to be taken and carry out those actions. In

addition, the SACUBO Executive Director will follow up with the complainant for complete closure of the concern.

Acting in Good Faith

Anyone filing a written or oral complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense, subject to discipline up to and including loss of membership.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

ATTACHMENT G – MEETINGS CODE OF CONDUCT AND DISCLAIMER

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS Meetings Code of Conduct and Disclaimer

All Southern Association of College and University Business Officers (SACUBO) event participants agree to comply with this Code and all published rules and conditions at the meeting and meeting-related events, whether in-person or virtual (collectively, “events”).

Participants in any in-person events must wear the official meeting name badge. Name badges are required for admission. Participants in virtual events must properly identify themselves.

Participation may not be used for advertising, promotions, giveaways, sweepstakes, or other trade purposes without the express written consent of the SACUBO President. Presentations, postings, and messages may not contain promotional materials, special offers, job offers, product announcements, or solicitation for services. SACUBO reserves the right to remove messages and potentially ban sources of those solicitations.

Participants must behave responsibly at all events and comply with all posted signage concerning safety and conduct. Harassment (in any form including verbal, written, visual, implied or otherwise stated), threatening physical or verbal actions, disorderly or disruptive conduct, or any incidents of unacceptable behavior will not be tolerated. If you experience harassment or learn of any incidents of unacceptable behavior, please inform the SACUBO Business Office and/or SACUBO President.

Participants may not conduct any live or recorded audio, video, or photographic activities for advertising, promotions, giveaways, sweepstakes, or other trade purposes without the express written consent of the SACUBO President.

Photographs, audio recordings, and videos may be taken onsite or in virtual formats by SACUBO or its agents and employees. By registering or attending, participants grant permission to SACUBO to utilize, crop, edit, and enhance any such photographs, audio recordings, and videos, including the attendee's name, image, likeness, voice, statements, and surroundings (including exhibitor booths), for commercial or promotional purposes, in any medium or context now known or later developed, without further authorization. Participants have no right of approval, no claim to compensation, and no other claim arising out of such use of the attendee's name, likeness, image, voice, statements, and/or surroundings.

SACUBO reserves the right to take any action it deems necessary and appropriate to enforce these rules and conditions, including immediate removal of any person from an event without warning or refund, in response to any incident of unacceptable behavior or any violation of this policy, based on the information available at the time. Upon receiving notice, the SACUBO President (or designee), SACUBO Executive Director (or designee), and one additional Executive Committee member will determine any

immediate and/or future action to be taken related to the incident. SACUBO reserves the right to prohibit attendance at any future meeting, virtually or in person.

Participants hold harmless SACUBO, its staff, officers, and contractors, and voluntarily assume all risk, arising from personal injury (including death) from, or related in any way to, the meeting, whether occurring prior to, during, or after, and including injuries from physical and other harms such as communicable disease. Participants acknowledge there is an inherent risk to participating in any in-person event, including the risk of contracting a virus, pathogen, or other communicable disease, and attendees assume all such risk.

These rules and conditions are subject to revision as necessary. The most recent version of this policy will be posted on the SACUBO website, and its terms are accepted by either or both registration and attendance.

ATTACHMENT H – PRIVACY POLICY

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS Privacy Policy

Effective Date – April 13, 2024

This Privacy Policy applies only to the websites, including but not limited to www.sacubo.org and online services controlled by the Southern Association of College and University Business Officers, Inc. (“SACUBO,” “we,” “us” or “our”) where this privacy policy is posted (collectively, the “Sites”). This privacy policy does not pertain to information that is collected offline. We encourage you to periodically review this Privacy Policy to keep up to date on how we are handling your personal information.

Please read this Privacy Policy carefully because by registering for or using the Sites, you signify that you have read, understood, and agreed to be bound to this Privacy Policy. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SITES.

Please note the arbitration provision set forth below, which may, except where and to the extent prohibited by law, require you to arbitrate any claims you may have against SACUBO on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

A. Information Collected

When you use the Sites, we collect both personal information and non-personal information. “Personal information” is any information relating to an identified or identifiable natural person. “Non-personal information” may include technical information that does not identify an individual personally. We note that over time, non-personal information could become personal information through regulatory developments, technological advancements, or co-mingling with personal information. The types of personal information we collect from you depends on the features you use on the Sites. In particular, we collect the following information from and about you:

- **Account Information.** We may collect information from you when you sign up for a membership with us. That information may include, among other things, your full name, email address, username, password, phone number, and other information you provide.
- **Email Addresses.** We may collect your email address and name if you request information from the Sites.
- **Payment and Financial Information.** We may collect payment information, such as your payment card number, expiration date, billing address, and payment account name.
- **Demographic Information.** We may collect your demographic information, such as your age, gender, city, state, and country.
- **Usage Information.** We may collect information about how you and your devices interact with the Sites. This could include features you use, the web pages you visit, and the search terms you enter. This could also include information about your devices and the network you use to

connect to our services, including IP addresses, device identifiers, and information about the performance of the services you use on the Sites and any problems you experience with them.

- **Location Information.** We may collect your location information. This information may help us provide recommendations to you based on your location, serve you with advertisements, or direct you to a product or service that we believe may be of interest to you.
- **Content and Other Information You Provide to Us.** We may collect additional content and information that you voluntarily provide us, such as when you post a comment, submit a complaint, or send us feedback.

You have choices about the information we collect. When you are asked to provide personal information, you may decline. However, if you choose not to provide information that is necessary to provide a product or service, you may not be able to use some of our features, products, or services.

How We Collect Personal Information

(1) Active Collection

We collect and store the personal information from you directly, at the time you supply information to us via the Sites. For instance, if you sign up for a membership or contact us with a question, we may store your communications, including any personal information you include in them, so we can effectively respond to you. If you do not want us to collect your personal information, please do not provide it to us.

(2) Passive Collection

We may collect information passively while you are visiting or interacting with the Sites. We call this “passive” collection because you may not know that this information is being collected. Here are some examples of the information that is collected via the Sites and a description of how this information is used:

- **Internet Protocol (IP) addresses.** Your IP address is a number that lets computers attached to the Internet know where to send your information, such as the webpages you view. We use this information to deliver our webpages to you upon request, tailor our Sites to the interests of our members and users, and measure traffic within our Sites.
- **Cookies, web beacons, and other similar technologies.** A cookie is a small text file that may be used to collect information about your activity on the Sites. For example, when someone visits a page within the Sites, a cookie is placed on the user’s machine (if the user accepts cookies) or is read if the user has visited the Sites previously. Web beacons are tiny graphics with a unique identifier, similar in function to cookies, and are used to allow us to count members and users who have visited certain pages of the Sites and to help determine the effectiveness of promotional or advertising campaigns. When used in HTML-formatted email messages, web beacons can tell the sender whether and when the email has been opened. Web beacons are embedded invisibly on webpages. For more information, please see the Cookies and Similar Technologies section below.

B. Cookies and Similar Technologies

We use, and allow certain third parties to use, cookies and other similar technologies to provide our services and to help collect information. We, or third parties, may use session cookies or persistent cookies. Session cookies only last for the specific duration of your visit and are deleted when you close your browser. Persistent cookies remain on your device's hard drive until you delete them or they expire. Different cookies are used to perform different functions, which we explain below:

- **Essential.** Some cookies are essential in order to enable you to move around our Sites and use their features, such as accessing secure areas of the Sites. Without these cookies, we cannot enable appropriate content based on the type of device you are using.
- **Browsing and functionality.** These cookies allow us to remember choices you make on the Sites, such as your preferred language and the country from which you are visiting, and provide enhanced, more personalized features.
- **Performance and analytics.** We use our own cookies and third-party cookies to see how you use our Sites and services in order to enhance their performance and develop them according to your preferences. In particular, we use:
 - Google Analytics: To help facilitate the delivery of relevant content, we use Google Analytics and have implemented the following Google Advertising Features: Remarketing, Impression Reporting and Demographics and/or Interest Reporting. Google Analytics uses cookies to report on user interactions on our and others' websites. We use the information collected for optimizing marketing, refining advertising and/or programming strategies and generally making advertising more effective. You can opt-out of the Google Analytics Advertising Features we use by indicating your preference using the interest-based opt-out link [here](#). Google also provides a complete privacy policy and instructions on opting-out of Google Analytics [here](#). Note that Google's opt-out mechanism is specific to Google activities.

There are several ways to manage cookies. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser. If you block certain cookies, you may not be able to take advantage of the personalized features enjoyed by other members or users of our Sites. We also note that by blocking or deleting cookies which are "strictly necessary," you will not be able to access certain features of our Sites.

In the United States (US), the Network Advertising Initiative also offers a means to opt-out of a number of advertising cookies. Please visit www.networkadvertising.org to learn more. Note that opting out does not mean you will no longer receive online advertising. It does mean that the company or companies from which you opted-out will no longer deliver ads tailored to your preferences and usage patterns.

C. Use of Information Collected Via the Sites

(1) Personal Information

We use your personal information collected on the Sites primarily for the following purposes:

- **Customer User Experiences.** We may use your personal information to complete a transaction or service requested by you, or to provide you with services, such as educational programs, or information.
- **Communications.** We may use your information to notify you about a material change to this Privacy Policy or the Terms of Use, if necessary, or to contact you in response to sign-up forms.
- **Advertising, Marketing, and Promotions.** We may use your information to alert you to special offers, updated information, and other new services from SACUBO or other third parties, or to forward promotional materials.
- **Service and Web Site Improvement.** If you choose to subscribe to our membership and other products, we may use your information to ensure the Sites are relevant to your needs and to help us create and publish content most relevant to you. We may use your IP address and other similar information to make our websites easier to use and navigate as well as to personalize the content provided on the Sites.
- **Other Legitimate Business Reasons.** We may also use your information for other legitimate business reasons.

(2) Non-Personal Information

Non-personal information is used in the same ways as described above and in other ways as permitted by applicable laws.

D. Legal Basis for Processing

We process personal information per applicable law and with transparency and fairness. The legal basis for the processing activities listed above are as follows:

- in order to fulfill our contractual obligations to you;
- with your consent; and
- for the legitimate purpose of operating our business, including to improve and develop our services, for fraud prevention purposes, and to improve user experience.

E. Sharing and Disclosure of Information

(1) Personal Information

We may share or disclose your personal information in the following instances and to the following parties:

- To fulfill a service to you;
- To affiliates, strategic partners, agents, third-party marketers, or other unaffiliated parties who are offering products or services that we believe may be of interest to you or who require your personal information for research, administrative, and/or internal business purposes;
- To unaffiliated third-party service providers, agents, or independent contractors who help us maintain our Sites and provide other administrative services to us;
- To complete your purchase;
- To comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on us, protect and

defend our rights or property, or act in urgent circumstances to protect the personal safety of our end users;

- To third parties as part of any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets;
- To track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties; and
- To protect against potential fraud, we may verify with third parties the information collected from the Sites.

Except as described in this Privacy Policy or at the time we request the information, we do not otherwise use, share, or disclose your personal information to any third parties.

(2) Non-Personal Information

We use non-personal information collected on the Site in the manners disclosed above and for other reasons. We may share this non-personal information with third parties.

F. Collection and Use of Information from Children

The Sites are not intended for use by persons under the age of 13, or 16 in the European Union (EU). SACUBO does not knowingly collect information from visitors under the age of 13, or 16 in the EU, and, in the event that we learn that a person under the age of 13, or 16 in the EU, has provided us with personal information, we will delete such personal information.

G. Opt-Out

We communicate with members and users who subscribe to our services on a regular basis via email. For example, we may use your email address to send you notice of payments, information about changes to our products and services, and other disclosures as required by law. Generally, members and users cannot opt-out of these communications, but they will be primarily informational in nature rather than promotional. However, we provide you the opportunity to opt-out of marketing communications from us, such as emails or updates regarding new services and products offered on the Sites or if you do not want us to share your personal information with third parties, by clicking the “unsubscribe” link within the text of the email or by contacting us at 1.206.210.7751 or info@sacubo.org. We will process your unsubscribe as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed.

H. Forums, Chat Rooms and Other Public Posting Areas

Please note that any information you include in a message you post to any chat room, forum, or other public posting area is available to anyone with access. If you do not want people to know your email address, for example, do not include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN CHAT ROOMS, FORUMS, AND OTHER PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN CHAT ROOMS, FORUMS, AND OTHER PUBLIC POSTING AREAS.

I. Third-Party Web Sites

This Privacy Policy applies solely to information collected on the Sites. The Sites may contain links to other websites. We are not responsible for the privacy practices or the content of these other websites. If you have any questions about how these other websites use your information, you should review their policies and/or contact them directly.

J. Third-Party Advertisers

We may use advertisers, third party ad networks, and other advertising companies to serve advertisements on the Sites. Please be advised that such advertising companies may gather information about your visit to the Sites or other sites (such as through cookies, web beacons, and other technologies) to enable such advertising companies to market products or services to you, monitor which ads have been served to your browser, and monitor which webpages you were viewing when such ads were delivered. If you would like to learn more about this practice and to know your choices please [click here](#). PLEASE NOTE THIS PRIVACY POLICY DOES NOT COVER THE COLLECTION AND USE OF INFORMATION BY SUCH ADVERTISING COMPANIES.

K. International Data Transfers

If you choose to provide us with personal information, it will be stored in the US and may be stored in other jurisdictions. SACUBO may transfer that information to its third-party service providers, affiliates, and subsidiaries, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. If you are visiting the Sites from the EU or other regions with laws governing data collection and use, please note that your personal information is transferred to the US and may be transferred to other jurisdictions. The US does not, and these other jurisdictions may not, have the same data protection laws as the EU and may not afford many of the rights conferred upon data subjects in the EU. With knowledge of these risks, you acknowledge that:

- Your personal information may be used for the uses identified above in accordance with this Privacy Policy; and
- Your personal information may be transferred to the US as indicated above.

L. Your Rights

We provide you with the opportunity to access your personal information to ensure it is correct, accurate and up to date. To edit your personal information, please contact us at 1.206.210.7751. We will make reasonable efforts to accommodate your request.

For residents of the EU, you have the right to:

- Obtain confirmation as to whether or not your personal information exists and to be informed of its content and source, verify its accuracy, and request its completion, update, or amendment;
- Request the deletion, anonymization, or restriction of the processing of your personal information processed in breach of the applicable law;

- Object to the processing, in all cases, of your personal information for legitimate reasons;
- Receive an electronic copy of your personal information, if you would like such a copy for yourself or in order to port your personal information to a different provider;
- Lodge a complaint with the relevant data protection supervisory authority.

M. Assignment

In the event that all or part of our assets are sold or acquired by another party, or in the event of a merger, you grant us the right to assign the personal and non-personal information collected via the Sites.

N. Changes to This Privacy Policy

We reserve the right to change this Privacy Policy from time to time. When we do, we will also revise the “Effective” date at the top of this Privacy Policy. For changes that may be materially less restrictive on our use or disclosure of personal information you have provided to us, we will attempt to obtain your consent before implementing the change by sending a notice to the primary email address specified in your account or by placing a prominent notice on the Sites.

O. Security and Retention

No data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us, and you understand that any information you transfer to SACUBO is done at your own risk.

Once we receive your transmission, we make reasonable efforts to ensure security on our systems. If we learn of a security systems breach, we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Sites or providing personal information to us, you agree that we can communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Sites. We may post a notice on our Sites if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

P. Dispute Resolution

EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, by using the Sites, you and SACUBO agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites, or the breach, enforcement, interpretation, or validity of this Privacy Policy or any part of it (“Dispute”), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute.

Notice shall be sent to:

- Southern Association of College and University Business Officers, 2150 N. 107th Street, Suite 205, Seattle, WA 98133, or
- You at the contact information on file with SACUBO

Both you and SACUBO agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. Any such Dispute shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this Privacy Policy, including any claim that all or any part of this Privacy Policy is void or voidable.

Q. Choice of Law

This Privacy Policy has been made in, and shall be governed, construed, and enforced in accordance with the laws of Texas, without giving effect to any conflict of law principles. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Privacy Policy shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

R. Your California Privacy Rights

California Civil Code Section 1798.83 permits visitors to the Sites who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us at 1.206.210.7751.

We do not share personal information with third parties for their direct marketing purposes unless you consent to such disclosure, typically by “opting-in” to receive information from a third party that is participating in a sweepstakes or other promotion on our Sites. If you do ask us to share your personal information with a third party for its marketing purposes, we will only share information in connection with that specific promotion, as we do not share information with any third party (other than our service providers) on a continual basis.

At this time our Sites do not recognize automated browser signals regarding tracking mechanisms, which may include “Do Not Track” instructions.

S. Contact Us

Your visit to the Sites is subject to this Privacy Policy. If you have any questions, comments, or concerns regarding our privacy practices or this Privacy Policy, please contact us at the postal address and phone number below. All information you provide in any written communication will also be covered by this Privacy Policy.

Southern Association of College and University Business Officers
2150 N. 107th Street, Suite 205, Seattle, WA 98133 | 206.210.7751