

**CONSTITUTION & BY-LAWS**  
**AS AMENDED ON January 17, 2019**

**CENTRAL FLORIDA INTERGROUP SERVICES, INC.**  
**283 LIVE OAK BLVD., Building 6**  
**CASSELBERRY, FLORIDA 32707**

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## **ARTICLE I. GENERAL**

### **SECTION 1 Name, Guidance and Definition**

- A. This body shall be known as CENTRAL FLORIDA INTERGROUP SERVICES, INC., a Florida non-profit corporation hereinafter referred to as “INTERGROUP.”
- B. INTERGROUP shall be guided by and adhere to the Twelve Concepts, Twelve Traditions and Twelve Steps of Alcoholics Anonymous, the following By-laws and any amendments or addenda thereto, and such future suggestions as may hereafter be issued by the General Service Office of Alcoholics Anonymous in New York.
- C. INTERGROUP is an A.A. service office that involves partnership among groups in a community—just as A.A. groups themselves are partnerships of individuals. INTERGROUP is established to carry out certain functions common to all the groups — functions which are best handled by a centralized office—and it is usually maintained, supervised, and supported by these groups in their general interest.

### **SECTION 2. Location of Office, Corporation Records, Financial Records and Area Served**

The area serviced by INTERGROUP embraces the Counties of Orange and Seminole. The headquarters and principal office of INTERGROUP shall be located within one of the above Counties and may be changed from time to time as determined by the INTERGROUP Delegates. In the spirit of cooperation, INTERGROUP also offers assistance to other areas as requested when possible.

- A. All corporation records, including but not limited to Articles of Incorporation and all past Service Committee minutes, will be held at the INTERGROUP office with one complete copy held off site by the Comptroller.
- B. All corporation financial records will be held at the INTERGROUP Office; in addition, one complete copy of the current year and prior three years will be held offsite by the Comptroller. Financial records will include but are not limited to all tax records, annual balance sheets, monthly profit/loss statements, activities and fundraiser profit/loss statements, checks, bank statements, check register, receipts for all cash and debit card transactions, daily operating sales and expense records, records of quarterly bookstore inventory and any other records deemed necessary by the Comptroller and/or Service Committee.
- C. Security codes and keys for all locked doors and containers should be held by both trustees, the Comptroller and the Intergroup Coordinator. Additional keys and security codes may be issued on a case by case basis as approved by the Service Committee. A list of all keyholders shall be maintained by the Intergroup Coordinator.

### **SECTION 3. Primary Purpose and Functions**

- A. The primary purpose of INTERGROUP is to aid the central Florida area groups in their common primary purpose of carrying the message to the alcoholic who still suffers.
- B. Our functions are as follows:
  - 1. Respond to phone or walk-in requests for help from alcoholics and, when appropriate, arrange for AA volunteers (listed with INTERGROUP) to accompany them to an AA meeting.
  - 2. Maintain “AA” listings in local phone directories, handle phone and mail inquiries, and route them to local groups, thus distributing 12<sup>th</sup> step work on a geographical basis so that newcomers are assured of help.
  - 3. Distribute up-to-date meeting list.
  - 4. Stock and sell AA literature.

5. Serve as a communication center for participating groups, often issuing regular newsletters or bulletins to keep groups informed about one another.
6. Arrange systems for groups to exchange speakers.
7. Coordinate the efforts of INTERGROUP committees.
8. When available provide information on treatment facilities, hospitals and halfway houses.
9. Handle request for information about AA from local news media, arrange local radio or TV programs about AA, and furnish speakers for schools and non-AA organizations.
10. Cooperate with local, district and area committees; elect members to serve as area liaisons and welcome their participation in INTERGROUP meetings.
11. Maintain communication and cooperation – but not affiliation – with the community and helping professionals in the field of alcoholism.
12. Carry information on groups that are wheelchair accessible, or signed for deaf members

#### **SECTION 4. Application of By-laws**

The By-laws and rules apply only to INTERGROUP members, delegates, its corporate officers, committees, and employees.

#### **SECTION 5. Membership**

Any Alcoholics Anonymous group in Orange and Seminole counties that so wishes can belong to INTERGROUP. A group may become a member of INTERGROUP by signifying its desire to join and registering with INTERGROUP by giving the following information where applicable: the name of the group, meeting place and time, meeting place and time of the group's business meeting, and Delegate's and Alternate Delegate's names, addresses and telephone numbers. Each group so registered should also signify its willingness to accept Twelfth Step calls.

### **ARTICLE II. OFFICERS AND ELECTIONS**

#### **SECTION 1. Membership**

- A. The official body of INTERGROUP will consist of:
  1. Each AA group in the area may be represented by an elected or appointed member of the group, hereinafter referred to as a "Delegate," to represent the group at INTERGROUP Delegates' meetings. An Alternate Delegate may be appointed to represent such groups in the event the Delegate is unable to be present. Each AA group has one (1) vote at the INTERGROUP Delegates' meeting delivered by the Delegate or Alternate Delegate.
  2. Other members include one (1) District Delegate elected or appointed from each of the Districts in the Central Florida area served by INTERGROUP to attend INTERGROUP'S Delegates' meetings and report back to their District meetings. These District Delegates shall not be voting members of INTERGROUP at any of its meetings.
  3. Both Service Committee meetings and Delegates' meetings shall be open to all AA members and invited guests;
  4. No representative shall be elected or appointed to represent more than one group.
- B. The Service Committee and INTERGROUP corporation officers are to be elected by the Delegates; this shall consist of:

1. Chairperson;
2. Vice-Chairperson;
3. Comptroller;
4. Recording Secretary;
5. Corresponding Secretary;
6. Members-at-Large;
7. Trustees.

The corporation officers of the Service Committee are the Chairperson, Vice-Chairperson, Comptroller, Recording Secretary and Corresponding Secretary.

- C Service Committee members can not be Delegates to INTERGROUP and therefore do not have voting privileges in the INTERGROUP delegates' meeting.

## **SECTION 2. Nominations**

- A. Each February, the Corresponding Secretary shall prepare the list of vacancies on the Service Committee. The Chairperson of the Service Committee shall appoint each February, two months prior to election of Service Committee members, a Nominating Committee of two (2) Delegates and one (1) AA, who may or may not be a delegate, to consider and recommend to the Delegates a list of candidates for each of the offices on the Service Committee to become vacant. This list of candidates should be presented to the Delegates at the April meeting. At that time, additional nominations may be made from the floor by the Delegates; in addition, for two weeks following the April meeting, Delegates may submit written nominations to the Chairperson of the Service Committee provided that
1. Candidates must be present to be nominated or present a notice in writing that they will serve, if elected; and
  2. Candidates must have at least one (1) year of continuous, immediate sobriety when placed in nomination.
- B. Provision is made for defeated candidates to be nominated for other offices in Article II, Section 8, *Vote Required for Election*.
- C. No more than two (2) members of any one (1) group may serve as voting members of the Service Committee at any one time.
- D. If any vacant position does not have volunteers, nominations can be taken from the floor at the May Delegates' meeting.

## **SECTION 3. Elections**

The change of corporation officers will be reported by the Comptroller within thirty (30) days of the election of said officers in accordance with the State of Florida's Corporate Annual Reporting requirements. The Chairperson's and the newly elected Trustees' terms of office begin with the May Delegates' meeting. All other newly elected members' terms begin with the June Service Committee meeting. Service Committee officers shall hold office for the time period designated below, unless removed for cause or until their successors are properly appointed or elected:

- A. *Chairperson and Vice-Chairperson*

The current, duly-elected Vice-Chairperson shall hold office for twelve (12) months and will normally succeed to the office of Chairperson for the next one (1)-year term, subject to approval of the majority of INTERGROUP Delegates present at the nominating Delegates' meeting.

Should the Delegates disapprove of the Vice-Chairperson's succession to the office of Chairperson, nominations for the Chairperson shall follow the nominating procedures stated in Article II, Section II above.

Nominations for open the Vice Chairperson position shall also follow the nominating procedures stated in Article II, Section II above.

**B. *Secretaries***

One (1) Recording Secretary and one (1) Corresponding Secretary are elected for a twenty-four (24) month commitments.

**C. *Comptroller***

The Comptroller shall hold office for twenty-four (24) months and needs be reconfirmed to the position, every other April at the Delegates' meeting. The Comptroller may serve as many terms as he or she is willing to serve as long as the Delegates approve; however, if the Comptroller chooses not to serve or is not reconfirmed, nominations for the open Comptroller position shall also follow the nominating procedures stated in Article II, Section II above.

**D. *Members-at-Large***

Members-at-Large serve a two-year commitment. The Members-at-Large positions consist of a Chairperson and a Co-chairperson for the following committees: Public Relations Committee, Activities Committee, and Group Services Committee. The previously elected Members-at-Large co-chairs will succeed to the chairperson position on their respective committees for a period of one year to complete a two-year commitment. Three (3) Members-at-Large are to be nominated and elected each year for the three (3) vacant co-chairperson positions. This means that when all positions are filled, there are 6 members at large with 6 votes.

**E. *Trustees***

Trustees serve two one-year terms: one year as junior trustee and one year as senior trustee. The outgoing Chairperson will normally fill the position of junior trustee for one year, and the junior trustee will normally fill the vacancy of senior trustee, subject to the approval of the INTERGROUP Delegates present at the nominating Delegate's meeting per Article II, Section II.

Should the Delegates disapprove of the Chairperson's succeeding to the office of Trustee, or the junior trustee rotating into the position of Senior Trustee nominations shall follow the nominating procedures stated in Article II, Section II above.

**SECTION 4. Eligibility**

An elected Service Committee member, who has served as such for two (2) consecutive full terms in any office, shall be ineligible for re-election to the same office for a period of one (1) year, except for the office of Trustee and Comptroller.

**SECTION 5. Failure to Attend Meetings**

Any Service Committee member who misses any combination of six (6) Service Committee and Delegates' meetings in a one year period shall be reviewed by the Service Committee.

**SECTION 6. Voting Rights**

- A. Only Delegates or their Alternates are eligible to vote in the election of the Service Committee.
- B. Only the following members of the Service Committee will be eligible to vote at Service Committee meeting:
  - 1. corporate officers,
  - 2. members at large,
  - 3. the Intergroup Coordinator

**SECTION 7. Tallying the Vote**

Before a secret ballot is taken, the Chairperson will appoint two (2) or more non-voting tellers to see that the ballots are properly executed, counted and tallied.

**SECTION 8. Vote Required for Election**

Election should be by written secret ballot, each officer in turn, in the order outlined in Article II, Section 1.B above. The candidates receiving a majority of the votes for a single office shall be declared elected. When there are more than two (2) candidates for a single office, and none receives a majority of the votes cast, the two (2) receiving the most votes on the first ballot shall be listed on a second ballot to determine the majority winner. Defeated candidates for any office may be nominated from the floor to any subsequent elective position.

**SECTION 9. Vacancies on the Service Committee (Officers)**

Any premature vacancies shall be filled by appointment by the Service Committee for the remaining term only. This is subject to approval by the Delegates through an open floor vote.

**SECTION 10. Appointment of Special Committee Chairpersons and Workers**

The Chairperson of the Service Committee may appoint from the Service Committee membership or from the fellowship-at-large non-voting members, such as Special Committee Chairpersons, the Fundraising Chairperson, the Intergrouper Editor and the Web Designer. Such appointees do retain voting rights if they are also duly elected to a voting position on the Service Committee.

**SECTION 11. Accountability of Service Committee Members and Intergroup Officers**

If it is believed that any Service Committee Member or Officer (as listed in Article II Section 1, B) has violated or deliberately disregarded this Constitution and By-Laws, this issue is to be slated as a topic for discussion at the next available Delegate's Meeting

**ARTICLE III. MEETINGS**

**SECTION 1. Time and Place**

- A. Regular meetings of INTERGROUP Delegates shall be held on the last Sunday of the month. Any change of place and time of meeting may be decided by the Service Committee with the Delegates' approval at least one (1) month in advance.



- B. Regular INTERGROUP Service Committee meetings will be held 10 days before the INTERGROUP Delegates meeting.

## **SECTION 2. Special Meetings**

- A. Special meeting of INTERGROUP Delegates may be called by four (4) members of the Service Committee or six (6) Delegates. Notice of special meeting must be given in writing, electronically or by telephone to all Delegates or Alternates at least five (5) days in advance of any special meeting. Such notice shall state the nature of the business for which the meeting is being called, and no business may be acted upon at any special meeting except that for which the meeting was called.
- B. Special meetings of the Service Committee may be called by any of the Service Committee members as identified in Article II, Section 1, Paragraph B. The member calling the meeting must have written approval (maybe done electronically) by two thirds of the Service Committee and must contact all members at least five days in advance of any special meeting. Such notice shall state the nature of the business for which the meeting is being called, and no business may be acted upon at any special meeting except that for which the meeting was called. Records of these meetings must be given to the INTERGROUP Delegates at the next Delegates' meeting.

## **SECTION 3. Quorums for Special Meetings**

- A. All Delegates or Alternates in their stead, present and prepared to vote, shall constitute a quorum for Special Delegates' meetings, provided that notice of the meeting was made in accordance with Article III, Sections 1.
- B. All voting Service Committee members in their stead, present and prepared to vote, shall constitute a quorum for Special Service Committee meetings, provided that notice of the meeting was made in accordance with Article III, Section 2.

## **SECTION 4. Majorities for all Regularly Scheduled Meetings**

- A. At a regularly scheduled Delegates' meeting, a majority vote shall consist of a majority of those present and voting. Each Delegate shall have one (1), and only one (1) vote, and no voting by proxy will be permitted.
- B. At a regularly scheduled Service Committee meeting, a majority vote shall consist of a majority of those present and voting. Each Service Committee member who can vote shall have one (1) and only (1) vote, and no voting by proxy will be permitted.

## **SECTION 5. Decisions by Majority**

Decisions of any regularly scheduled meeting of INTERGROUP, its Service Committee, or any other Committee, shall be by majority vote as established in Section 4, *Majorities*, above.

## **SECTION 6. Compensation of Officers**

The elected members of the Service Committee, the Delegates and Alternates shall receive no compensation or reimbursement for personal expenses from INTERGROUP for their services.

## **SECTION 7. Order of Business**

- A. The following shall be the order of business at the regular Delegates' meeting of INTERGROUP:
  - 1. Opening prayer;
  - 2. Read Traditions One (1), Two (2) and Eleven (11);
  - 3. Approval of minutes of previous meeting;
  - 4. Approval of the Comptroller's report;
  - 5. Reports of Members-at-Large, special committees and Trustees;
  - 6. Unfinished business;
  - 7. New business;
  - 8. Business for the good and welfare of INTERGROUP; and
  - 9. Adjournment with The Lord's Prayer.
  
- B. In the interest of good order, all meetings shall be conducted in accordance with the INTERGROUP Parliamentary Procedure as revised and maintained by the Service Committee where they do not conflict with AA Traditions or our own By-laws.
  
- C. Further, any member of AA may attend and witness any INTERGROUP Delegates' meeting.

## **ARTICLE IV. FUNCTIONS OF THE INTERGROUP SERVICE COMMITTEE**

### **SECTION 1. Service Committee Functions**

The functions of the Service Committee of INTERGROUP include but are not limited to:

- 1. Oversee the operation of the INTERGROUP office;
- 2. Select, hire and terminate all paid employees of the INTERGROUP office;
- 3. Ensure that all groups in the community which want to participate are invited join INTERGROUP and keep them informed of all its services and activities;
- 4. In accordance with these by-laws, ensure the Delegates are given voice and vote so that they can enact their groups' conscience;
- 5. Supervise and approve any INTERGROUP office, expenditures, financial transactions or leases of assets under \$500.00. There are two (2) exceptions to the under \$500.00 limit. First, payments exceeding \$500 may be made on any previously approved contracts and/or agreements; examples might be, but aren't limited to, payment of the office rent or utility bill. The second exception would be literature orders from AA World Services Inc. (AAWS). These purchases are limited to the pre-approved annual budget. Purchases over the amount of the budget require the delegates' approval.
- 6. Pre-approve financial transactions or leases of assets over \$500.00, before presenting it at the next Delegates' meeting for approval.
- 7. Consider, evaluate and recommend to the Delegates other ways and means of aiding the AA Program in accordance with its Traditions and principles and in conformity with GSO Guidelines for INTERGROUP and Central Offices;
- 8. Ensure that the Corporation Charter is followed and updated per State of Florida laws.

## **ARTICLE V. DUTIES OF INTERGROUP SERVICE COMMITTEE MEMBERS**

### **SECTION 1. Chairperson**

The duties of the Service Committee Chairperson include but are not limited to the following:

1. Chair Service Committee meetings;
2. With Service Committee members, discuss old or new business to be put on the agenda of the next INTERGROUP Delegates' meeting;
3. Have an agenda prepared for Delegates' meeting;
4. With the Comptroller and the Intergroup Coordinator, oversee payment of all INTERGROUP office bills;
5. Discuss current and proposed expenditures so all Service Committee members are aware of them;
6. Attend or have another Service Committee member attend North Florida Area Assembly quarterly meetings for the purpose of learning any matters in upcoming General Service Conferences that could relate to the functioning of INTERGROUP; if approved and budgeted by the delegates, the cost of the hotel will be reimbursed;
7. Ensure the INTERGROUP website is updated monthly;
8. Attend all INTERGROUP-sponsored functions when possible;

Ensure that all Service Committee members carry out their functions in an orderly and timely fashion;

Maintain communication with the Intergroup Coordinator;

Perform other duties the Service Committee may request.

### **SECTION 2. Vice-Chairperson**

The duties and service obligations of the Service Committee Vice-Chairperson include but are not limited to:

1. Chair Service Committee and INTERGROUP Delegates' meetings in Chairperson's absence;
2. Act as Chairperson of a Group Relations Committee. This committee operates in the following manner:

Visit each AA group in Orange and Seminole counties as often as practical, but at least once a year, explain the function of the INTERGROUP office and maintain records of visits to groups by the Group Relations Committee members;
3. Notify group services of any meeting changes to groups contacted;
4. Attend all INTERGROUP-sponsored events, when possible;

5. Perform other duties the Service Committee may request.

### **SECTION 3. Recording Secretary**

The duties and service obligations of the Service Committee Recording Secretary include but are not limited to the following:

1. Record minutes of Service Committee, INTERGROUP Delegates' meetings, and special meetings called by any member of the Service Committee as outlined in Article III, Sections 1 & 2;
2. With the Chairperson make the agenda for the Service Committee and INTERGROUP Delegates' meetings; electronically send the agenda to all Service Committee members one week prior to the meeting;
3. Distribute agendas at all meetings;
4. Present printed copies of the preceding month's minutes to each Delegate at the Delegates' meetings and to each Service Committee member at the Service Committee meetings;
5. Attend all INTERGROUP-sponsored functions when possible;
6. Perform other duties the Service Committee may request.

### **SECTION 4. Corresponding Secretary**

The duties and service obligations of the Service Committee Corresponding Secretary include but are not limited to the following:

1. Maintain a list of groups, Delegates and Alternate Delegates and distribute to Delegates and Service Committee quarterly;
2. See that the sign-in sheets are made available at ALL Intergroup Delegates' meetings and Special meetings called by any member of the service committee or delegates as outlined in Article III, Sections 1 & 2;
3. Coordinate printing, folding, stuffing and distribution of Intergroupers to delegates at the Delegates' meeting;
4. Coordinate printing and distribution of flyers for INTERGROUP sponsored events or others as requested by the groups to delegates at the Delegates' meeting;
5. Coordinate printing and distribution of new delegates' packages;
6. Distribute updated By-laws to Delegates and Service Committee members;
7. Attend all INTERGROUP-sponsored functions when possible;
8. Perform other duties the Service Committee may request.

### **SECTION 5. Comptroller**

The qualifications and duties of the Service Committee Comptroller include but are not limited to the following:

- A. Qualifications: The candidate for the office of Comptroller should have background and professional experience in accounting and business management procedures; CPA or CPA candidate preferred;
- B. Duties:
1. Work closely with the Intergroup Coordinator, being accountable for deposits and payment of bills;
  2. In consultation with the Service Committee, be responsible for the management of INTERGROUP'S prudent reserve, investing it to provide maximum income with minimum risk;
  3. After the Service Committee and Delegates approve a major purchase or lease of assets over \$500.00 dollars, act as an agent for INTERGROUP to sign binding agreements necessary to implement the approved financial transaction, purchase, or lease;
  4. Prepare monthly financial statements and present these reports at each INTERGROUP Delegates' meeting and Service Committee meeting;
  5. Work with the Intergroup Coordinator, auditors and Trustees during the annual audit period;
  6. Assume responsibility for any donations collected at INTERGROUP-sponsored functions;
  7. Perform spot audits on all INTERGROUP assets and expenditures;
  8. Be prepared to account for and justify all expenditures of INTERGROUP and its committees;
  9. Be prepared to account for and justify all expenditures of INTERGROUP-sponsored functions;
  10. Work with Service Committee members and their committees where financial matters are concerned;
  11. Appoint committees in the Comptroller's area of interest, as necessary;
  12. Attend all INTERGROUP sponsored functions when possible;
  13. Perform any other duties the Service Committee may request commensurate with the Comptroller's position;
  14. Present a proposed budget of income and expenditures for the following calendar year at the November Delegates' meeting to be voted on at the following Delegates' meetings and to be finalized no later than the December Delegate's meeting;
  15. The Delegate-approved budget and performance against it shall be part of the Comptroller's report;
  16. Make 24-months of historical financial statements available at the Delegates' meeting.

## **SECTION 6. Members-at-Large**

The duties and service obligations of the Service Committee Members-at-Large include but are not limited to the following:

1. Assist in all activities of the Service Committee;
2. Perform the duties associated with the committee he or she represents as outlined in Article VII, Sections 1 & 2;
3. Perform other duties as the Service Committee may request.

## **SECTION 7. Trustees**

The duties and service obligations of the two Service Committee Trustees include but are not limited to the following:

1. Maintain protective custody of all tangible property of INTERGROUP;
2. Audit or cause to be audited the books of the INTERGROUP Comptroller annually, as close as possible to July 1, and enclose a verification of the bank accounts to the INTERGROUP Delegates;
3. Ensure that only elected officers and authorized employees handle funds of INTERGROUP;
4. Ensure that a record is maintained of paid employees' absences and hours worked, so that an accurate record of accumulated sick leave is kept. These records are maintained by the Intergroup Coordinator and are kept at the INTERGROUP office;
5. Of greatest importance at all times, protect the Traditions and Concepts of Alcoholics Anonymous in all INTERGROUP operations;
6. Must be thoroughly familiar with the Twelve Traditions and Twelve Concepts for World Service;
7. Attend all INTERGROUP-sponsored functions, when possible;
8. Advise members of the Service Committee;
9. Act as liaison for the Service Committee to hire and terminate paid employees;
10. Evaluate all paid employees as per Article VI, Sections 4 & 5;
11. Monitor content of the INTERGROUP website;
12. Review and approve contents of the Intergrouper prior to publication;
13. Act as Parliamentarians of all Service Committee, INTERGROUP Delegates' meetings, and special meetings called by any member of the Service Committee as outlined in Article III, Sections 1 & 2;
14. Explain INTERGROUP Parliamentary Procedures to all new delegates immediately following the Delegates' meeting;

15. Develop and maintain a venue for suggestions and/or complaints regarding INTERGROUP by groups, members or others; all suggestions or complaints will be discussed at the following Service Committee meeting.

## **ARTICLE VI. PAID EMPLOYEES**

### **SECTION 1. At-Will Employees**

Any and all employees are employed at-will. This means that the employee can terminate the relationship at any time with or without advanced notice and likewise INTERGROUP can terminate the employee at any time for any legal reason with or without advanced notice and with or without cause. (Source: 2005 Labor and Employment Law, Ford and Harrison, LLP)

### **SECTION 2. Equal Employment Opportunity**

INTERGROUP provides equal employment opportunity for all applicants and employees. INTERGROUP does not unlawfully discriminate on the basis of race, color, creed, pregnancy, religion, sex, national origin, age, disability, veteran status, or marital status. INTERGROUP also makes reasonable accommodations for qualified individuals with disabilities. INTERGROUP strictly prohibits harassment of any individual on the basis listed above. Any incident of discrimination or harassment should be reported to the Intergroup Coordinator and/or if the Intergroup Coordinator is not the appropriate person under the circumstances to the Trustees. INTERGROUP will not retaliate against any employee for reporting any complaint and/or participating in any investigation of any such complaint.

### **SECTION 3. Employees (Full-Time and Part-Time)**

Full-time employees will be those individuals that are employed for no less than 40 hours a week or as otherwise defined by the Service Committee. Part-time employees will be those individuals who are employed for no more than 30 hours a week or as otherwise defined by the Service Committee. All part-time employees must be members of A.A. and have at least two (2) years of continuous current sobriety; any exceptions need to be approved by the service committee. All part-time employees report directly to the Intergroup Coordinator and/or his/her designee. All part-time employees are required to document accurately their starting and stopping time each day and should immediately report any pay discrepancies to the Intergroup Coordinator. The Service Committee will establish the hours and schedules for all full-time employees and the Intergroup Coordinator will set hours and schedules for all part-time employees.

### **SECTION 4. Introductory Period**

INTERGROUP believes that it is hiring the best employees for each position. It is, however, to both INTERGROUP's and the employee's advantage to have an initial period of employment in which the employee has time to appraise INTERGROUP and job content, and INTERGROUP has a similar opportunity to appraise the new employee's job performance. Thus, each new employee must satisfactorily complete an introductory period of 90 days, measured from his or her initial date of employment. The successful completion of the 90-day introductory period does not change the at-will nature of INTERGROUP-employee relationship.

### **SECTION 5. Performance Evaluations**

INTERGROUP believes it is important to conduct regular performance evaluations of its employees. INTERGROUP will endeavor to conduct a performance evaluation on or about the end of the 90-day introductory period (for both full-time and part-time employees). In addition, INTERGROUP will endeavor to conduct a performance evaluation annually on or about the second week of January of each calendar year. The Trustees will conduct the performance evaluations for the Intergroup Coordinator. The Trustees

and the Intergroup Coordinator will conduct the performance evaluations for any and all other employees. Obviously, pay increases can never be guaranteed; however, INTERGROUP will endeavor to provide pay increases from time to time, when possible. Performance evaluations, as well as other criteria, will be used in evaluating whether or not pay increases are warranted. Any proposed pay increase recommended by the Trustees must be presented for approval by the Service Committee and Delegates' meeting.

## **SECTION 6. Termination, Discipline, and Rules of Conduct**

Employees are expected to observe certain standards of job performance and good conduct, including good attendance. When performance, conduct, or attendance do not meet INTERGROUP's standards, INTERGROUP will endeavor, when it deems appropriate, to provide employees with a reasonable opportunity to correct the deficiency. If however, the employee fails to make the correction (or if such a correction is not possible at the discretion of INTERGROUP), he/she will be subject to discipline, up to and including termination. By no means is INTERGROUP required to provide the employee with a reasonable opportunity to correct the deficiency, depending on the circumstances.

The Trustees will be responsible for administering all disciplinary actions and probationary period consultations. INTERGROUP reserves the right to place employees who are not performing and/or conducting themselves in an appropriate manner on corrective probation for a period to be set at the discretion of INTERGROUP. This probationary time, if utilized by INTERGROUP, is an opportunity for the employee to improve his or her performance and/or conduct during the established period of time. By no means is INTERGROUP required to utilize a probationary period before taking disciplinary action, up to and including termination.

## **SECTION 7. Intergroup Coordinator**

- A. The Service Committee will be responsible for interviewing and hiring the Intergroup Coordinator from written employment applications submitted by AA members. Applicants are required to have five (5) years of continuous current sobriety and have a thorough knowledge of the AA Program, Traditions and Concepts, as well as expertise in office administration with a desire and talent for service work.
- B. The Intergroup Coordinator's compensation package shall not exceed expenses previously approved in the current budget. Exceptions must be pre-approved by the Service Committee and approved at the upcoming Delegates' meeting.
- C. The Intergroup Coordinator shall not be a member of the Service Committee or a Delegate to INTERGROUP but should attend and report on activities or developments that occur in the INTERGROUP office at both of the above meetings, with a vote in the Service Committee only. The Intergroup Coordinator should resign from any group of other AA office and should not be an officer in outside club or an agency active in the field of alcoholism. The Intergroup Coordinator's duties shall be as outlined in Addendum A hereto.

## **SECTION 8. Vacation and Sick Leave**

INTERGROUP has established a vacation and sick leave plan for all full-time employees. Specifically, all full-time employees shall receive: five (5) days of paid personal leave and one (1) week paid vacation (after one (1) year of continuous service); and nine (9) days of paid personal leave and two (2) weeks paid vacation (after three years of continuous service); (9) days of paid personal leave and three (3) weeks of paid vacation (after five years of continuous service). All vacation and sick leave must be taken by no later than the end of the service year after which it was earned or such leave will be forfeited; any exceptions need to be approved by the Service Committee. INTERGROUP will pay the employee for all earned but unused vacation days (not for sick days).



## **ARTICLE VII. MEMBERS-AT-LARGE AND SPECIAL COMMITTEES**

### **SECTION 1. Appointment of Members at Large and Special Committee Chairpersons**

- A. The Chairperson can appoint any temporary Members-at-Large Committees, Special Committees and their Chairpersons who should report at the time of the next regular Service Committee meeting, unless otherwise ordered according to Article II, Section 10.
- B. Special committees can also be added by a majority vote of the groups through their elected Delegates or by a majority vote by the Service Committee.
  - 1. Names of candidates for Chairpersons of these special committees may be submitted to the Chairperson of the Service Committee by individual members of AA interested in the service involved. The candidate should have at least two (2) years of immediate continuous sobriety

### **SECTION 2. Responsibility of Members-at-Large**

- A. Public Relations:
  - 1. Organize local committees on Public Information (P.I.), Cooperation With the Professional Community (C.P.C.) and Accessibilities in cooperation with district and area P.I., C.P.C. and Accessibilities committees.
  - 2. Organize a correctional and treatment facility committee to maintain contact with local groups in correctional facilities and treatment facilities, offering literature and prerelease A.A. contacts, and arranging for A.A. speakers and visitors to meetings. When these services are under the auspices of a General Service Committee, assist it through close cooperation with local hospitals and prisons.
- B. Activities:
  - 1. Organize up to four (4) annual INTERGROUP non-fundraising activities such as round-ups and other social affairs and workshops that are not a part of Public Relations or Group Services programs.
- C. Group Services
  - 1. Perform all duties necessary to ensure the Hotline is answered;
  - 2. Publish an updated meeting guide at least quarterly;
  - 3. Provide the same meeting guide information for inclusion on the INTERGROUP website;
  - 4. Maintain a list of Twelve Step volunteers;
  - 5. Record and maintain a schedule of meeting changes throughout the service area;
  - 6. Maintain and update the INTERGROUP Information Change Forms
  - 7. Maintain a volunteer AA speaker pool as requested by the groups;
  - 8. Maintain the member group vital statistics.

## **ARTICLE VIII.      CONTRIBUTIONS AND SUPPORT**

### **SECTION 1.   Financial Support**

- A. In accordance with AAWS suggested methods for financing an INTERGROUP office, we derive support through the following:
1. Group Collections: A.A. groups participating in the financial support of the INTERGROUP office may choose to make their contributions by setting aside fixed sums from their regular collections. Many groups pledge a fixed amount, which is paid periodically. This assures the INTERGROUP office of a regular income, and certainly helps it to plan the best means of meeting its own obligations.
  2. Special Contributions: Some groups provide a special collection box or basket in a convenient place during meeting times, inviting members to contribute. In that same vein, A.A. members may make individual contributions, on a pledge or voluntary basis, directly to the service office, keeping in mind, that the General Service Conference has recommended that G.S.O.'s contributions not exceed \$3,000.00 in any one year.
  3. Sale of Literature and Merchandise. INTERGROUP publishes its own meeting lists for groups in our service area; we also produce newcomer packets explaining A.A. These are sold at a slight profit to help defray office expenses. We also buy books and other merchandise for resale, the profit going to support the INTERGROUP office.
  4. Special Events. We hold events as per Article VIII, Section 1.F, using the "profits" for support of the office. Also, many A.A.s make contributions to INTERGROUP in celebration of their A.A. birthday or anniversary.
- B. Sufficient operating funds providing nine (9) months of operating reserve is our desired prudent reserve.
- C. All funds and property received by or coming into the custody of INTERGROUP belong to and are trust funds and property of INTERGROUP to be expended only for the purpose authorized and only in accordance with the Twelve Traditions of Alcoholics Anonymous, INTERGROUP'S Articles of Incorporation and Constitution and By-Laws, as appropriate.
- D. All funds of INTERGROUP deposited in banks or depositories shall be deposited in the name of Central Florida INTERGROUP Services, Inc., and all withdrawals from such accounts for approved expenditures shall be made by checks signed by any two (2) authorized members of the INTERGROUP Service Committee or the Intergroup Coordinator; the account's ATM card may also be used as long as all receipts are retained and copied so the Comptroller can account for and justify all expenditures. Only financial institutions that are insured by federal agencies may be used.
- E. A Comptroller's report shall be made at each Delegates' meeting and Service Committee meeting.
- F. Three (3) INTERGROUP fundraiser is allotted per year. If the Service Committee believes there is a need for more three allotted Fundraisers, additional fundraisers must be approved by the Delegates by a majority vote.
- G. Four (4) INTERGROUP activities are allotted per year. If the Service Committee or the Activities Committee believes there is a need for more than these four allotted activity events, additional activities must be approved by the Delegates by a majority vote.

## **ARTICLE IX.**

## **AMENDMENTS TO THE BY-LAWS**

### **SECTION 1. Amendments to By-laws**

- A. The newly elected Trustee will chair a committee to review the Constitution and By-laws annually. Two (2) Delegates will meet with the Trustee's committee and will review the committee's recommendations for amending the By-laws. Upon agreement of the two (2) Delegates and the Trustee's committee, a Resolution will be prepared containing the recommended changes to the By-laws. The Resolution will be presented to the Delegates at their next monthly meeting. The Delegates will present the Resolution to their groups and vote on the Resolution at the next Delegates' meeting. An approval of or amendment to these By-laws may be adopted by a vote of two-thirds (2/3) of the Delegates present and voting.
  
- B. These By-laws may be amended by a resolution, in writing, signed by two (2) Delegates to INTERGROUP. Such resolution shall be read at the meeting when submitted and voted on by the next Delegate's meeting. An Amendment may be adopted by a vote of two-thirds (2/3) of the Delegates present and voting.
  
- C. These By-laws have been adopted by majority or unanimous vote of the Delegates as follows:
  - 1. Adopted by a unanimous vote at Delegates' meeting September 30, 1973 (Original By-laws).
  - 2. Adopted as amended by a unanimous vote at Delegates' meeting December 30, 1979.
  - 3. Adopted as amended by a unanimous vote at Delegates' meeting April 29, 1984.
  - 4. Adopted as amended by a unanimous vote at Delegates' meeting July 26, 1987.
  - 5. Adopted as amended by a unanimous vote at Delegates' meeting September 25, 1988.
  - 6. Adopted as amended by a majority vote at Delegates' meeting October 28, 1989.
  - 7. Adopted as amended by unanimous vote at Delegates' meeting October 27, 1990.
  - 8. Adopted as amended by a two-thirds majority vote at Delegates' meeting August 30, 1992.
  - 9. Adopted as amended by a two-thirds majority vote at Delegates' meeting March 28, 1993.
  - 10. Adopted as amended by a two-thirds majority vote at Delegates' meeting August 29, 1993.
  - 11. Adopted as amended by a two-thirds majority vote at Delegates' meeting August 28, 1994.
  - 12. Adopted as amended by a two-thirds majority vote at Delegates' meeting August 31, 1997.
  - 13. Adopted as amended by a two-thirds majority vote at Delegates' meeting January 27, 2002.
  - 14. Adopted as amended by a two-thirds majority vote at Delegates' meeting March 27, 2005.
  - 15. Adopted as amended, excluding Article 6, by a two-thirds majority vote at Delegates' meeting October 30, 2005.
  - 16. Article 6 adopted as amended by a two-thirds majority vote at Delegates' meeting January 29, 2006.
  - 17. Addendum A amended by a two-thirds majority vote at Delegates' meeting April 30, 2006.

## **ADDENDUM A: DUTIES OF THE INTERGROUP COORDINATOR**

The duties of the INTERGROUP Coordinator include, but are not limited to, the following:

1. Assume responsibility for proper office management and maintenance.
2. See to it that the office is manned during the regular office hours established by the Service Committee and approved by the Delegates.
3. Recruit, train and coordinate volunteers.
4. If the hotline is not being covered by a volunteer during office hours, the priority of the INTERGROUP Coordinator and/or other employees should be to answer the hotline and distribute Twelfth Step calls using methods approved by the Service Committee and Delegates.
5. Assist all INTERGROUP Committees in their various activities when possible.
6. Keep the INTERGROUP office safe and clean.
7. Maintain Office Procedural Manual. The manual contents will be reviewed and revised annually concurrent with the annual performance review of the INTERGROUP Coordinator
8. Such other duties as the Chairperson or Trustees may assign.

## **ADDENDUM B: TABLE OF RESPONSIBILITIES**

### **RESPONSIBILITIES AS STATED IN THE BY-LAWS**

The following table extracts the member's duties and responsibilities that are already stated in the by-laws Adopted in October of 2005, the goal is to provide a quick glance of each service committee member's area of responsibility. This table should be incorporated into the by-laws, and updated when the by-laws change.

Legend Notes: \* These committee members are the corporation officers of the Service Committee.

<sup>(v)</sup> Only these service committee members have a vote during the monthly service committee meetings.

Trusted Servant or Committee	Duty or Responsibility as stated in the most current by-laws.
DELEGATES	<ul style="list-style-type: none"> <li>• Determine the location of INTERGROUP;</li> <li>• (At least 6 Delegates) can in writing call a special meeting of INTERGROUP Delegates as long as all Delegates are notified 5 days in advance by telephone or electronically of the meetings location and business;</li> <li>• Approves\votes on the Intergroup Coordinator's annual salary that is agreed upon by the Service Committee. Article VI, Section 7.B.</li> <li>• Two-thirds of the groups through their delegates can delete a chairperson of a Standing Committee;</li> <li>• Two delegates chosen by the newly elected Trustee help and approve proposed changes to the by-laws annually;</li> <li>• It takes two-thirds of the delegates present to approve the new resolutions from the annual review of the by-laws;</li> <li>• Approval of all major purchases or leases of assets over \$500.00 dollars;</li> <li>• Approval of more than the allotted fundraisers or activity events per year.</li> </ul>
SERVICE COMMITTEE	<ul style="list-style-type: none"> <li>• Term starts at the June Delegates meeting, except for the Chairperson, and Trustees. The Intergroup Coordinator, web designer, and Intergrouper editor do not fulfill terms;</li> <li>• Appoints persons to fulfill terms when a vacancy occurs on the Service Committee, with delegates' approval;</li> <li>• Appoints non-voting members: INTERGROUP Editor and the Web Designer;</li> <li>• Decides the place and location of the monthly Delegates meetings with at least 1 month of written notice to the Delegates if changed;</li> <li>• At least 4 Service Committee members can in writing call a special meeting of the INTERGROUP Delegates as long as all Delegates are notified 5 days in advance by telephone or electronically of the meeting's location and business;</li> <li>• Chooses the Intergroup Coordinator from written applications submitted by AA members;</li> <li>• Agrees upon the actual annual salary of the Intergroup Coordinator;</li> <li>• Two-thirds of the Service Committee can delete a chairperson of a Standing Committee;</li> <li>• Refer to Article IV, Section 1 for more.</li> </ul>
*CHAIRPERSON <sup>(v)</sup>	<ul style="list-style-type: none"> <li>• Each February, appoints the nominating committee;</li> <li>• The Chairperson's term starts at the May Delegates meeting;</li> <li>• During elections, appoints two (2) or more tellers for the secret ballot;</li> <li>• Chair Service Committee meetings;</li> </ul>

	<ul style="list-style-type: none"> <li>• With Service Committee members, discuss old or new business to be put on the agenda of the next INTERGROUP Delegates’ meeting;</li> <li>• Have an agenda prepared for Delegates’ meeting;</li> <li>• With the Comptroller and the Intergroup Coordinator, oversee payment of all INTERGROUP office bills;</li> <li>• Discuss current and proposed expenditures so all Service Committee members are aware of them;</li> <li>• Attend or have another Service Committee member attend North Florida Area Assembly quarterly meetings for the purpose of learning any matters in upcoming General Service Conferences that could relate to the functioning of INTERGROUP;</li> <li>• Ensure the INTERGROUP website is updated monthly;</li> <li>• Ensure that all Service Committee members carry out their functions in an orderly and timely fashion;</li> <li>• Refer to Article V, Section 1 for more.</li> </ul>
*VICE-CHAIR(v)	<ul style="list-style-type: none"> <li>• Chair Service Committee and INTERGROUP Delegates’ meetings in Chairperson’s absence;</li> <li>• Act as Chairperson of a Group Relations Committee;</li> <li>• Notify group services of any meeting changes to groups contacted;</li> <li>• Refer to Article V, Section 2 for more details.</li> </ul>
*COMPTROLLER <sup>(v)</sup>	<ul style="list-style-type: none"> <li>• Work closely with the Intergroup Coordinator, being accountable for deposits and payment of bills;</li> <li>• In consultation with the Service Committee, be responsible for the management of INTERGROUP’S prudent reserve, investing it to provide maximum income with minimum risk;</li> <li>• After the Service Committee and Delegates approve a major purchase or lease of assets over \$500.00 dollars, act as an agent for INTERGROUP to sign binding agreements necessary to implement the approved financial transaction, purchase, or lease;</li> <li>• Prepare monthly financial statements and present these reports at each INTERGROUP Delegates’ meeting and Service Committee meeting;</li> <li>• Work with the Intergroup Coordinator, auditors and Trustees during the annual audit period;</li> <li>• Assume responsibility for any donations collected at INTERGROUP-sponsored functions;</li> <li>• Perform spot audits on all INTERGROUP assets and expenditures.</li> <li>• Be prepared to account for and justify all expenditures of INTERGROUP and its committees;</li> <li>• Be prepared to account for and justify all expenditures of INTERGROUP-sponsored functions;</li> <li>• Work with Service Committee members and their committees where financial matters are concerned;</li> <li>• Present a proposed budget of income and expenditures for the following calendar year at the September Delegates’ meeting to be voted on at the following Delegates’ meetings and to be finalized no later than the December Delegate’s meeting;</li> <li>• The Delegate-approved budget and performance against it shall be part of the Comptroller’s report;</li> <li>• Make 24-months of historical financial statements available at the Delegates’ meeting;</li> <li>• Refer to Article V, Section 5 for more.</li> </ul>

*CORRESPONDING SECRETARY <sup>(v)</sup>	<ul style="list-style-type: none"> <li>• Each February, prepare the list of vacancies on the Service Committee;</li> <li>• Maintain a list of groups, Delegates and Alternate Delegates and distribute to Delegates and Service Committee quarterly;</li> <li>• See that the sign-in sheets are made available at ALL Delegates' meetings and Special meetings called by any member of the Service Committee or Delegates as outlined in Article III, Sections 1 &amp; 2;</li> <li>• Coordinate printing, folding, stuffing and distribution of the Intergrouper to Delegates at the Delegates' meeting;</li> <li>• Coordinate printing and distribution of flyers for INTERGROUP sponsored events or others as requested by the groups to Delegates at the Delegates' meeting;</li> <li>• Coordinate printing and distribution of new delegates' packages;</li> <li>• Distribute updated By-laws to Delegates and Service Committee members;</li> <li>• Refer to Article V, Section 4 for more.</li> </ul>
*RECORDING SECRETARY <sup>(v)</sup>	<ul style="list-style-type: none"> <li>• Record minutes of Service Committee, INTERGROUP Delegates' meetings, and special meetings called by any member of the Service Committee as outlined in Article III, Sections 1 &amp; 2;</li> <li>• With the Chairperson make the agenda for the Service Committee and INTERGROUP Delegates' meetings;</li> <li>• Electronically send the agenda to all Service Committee members one week prior to the meeting;</li> <li>• Distribute agendas at all meetings;</li> <li>• Present printed copies of the preceding month's minutes to each Delegate at the Delegates' meetings and to each Service Committee member at the Service Committee meetings;</li> <li>• Refer to Article V, Section 3 for more.</li> </ul>
MEMBERS AT LARGE(6)	<ul style="list-style-type: none"> <li>• Refer to Article VII</li> </ul>
ACTIVITIES (2) <sup>(v)</sup>	<ul style="list-style-type: none"> <li>• Organize up to four (4) annual INTERGROUP non-fundraising activities such as round-ups and other social affairs and workshops that are not a part of Public Relations or Group Services programs.</li> </ul>
GROUP SERVICES (2) <sup>(v)</sup>	<ul style="list-style-type: none"> <li>• Perform all duties necessary to ensure the Hotline is answered;</li> <li>• Publish an updated meeting guide at least quarterly;</li> <li>• Provide the same meeting guide information for inclusion on the INTERGROUP website;</li> <li>• Maintain a list of Twelve Step volunteers;</li> <li>• Record and maintain a schedule of meeting changes throughout the service area;</li> <li>• Refer to Article VII, Section 2.C.</li> </ul>
PUBLIC RELATIONS (2) <sup>(v)</sup>	<ul style="list-style-type: none"> <li>• Organize local committees on Public Information (P.I.), Cooperation With the Professional Community (C.P.C.) and Accessibilities in cooperation with district and area P.I., C.P.C. and Accessibilities committees;</li> <li>• Organize a correctional and treatment facility committee to maintain contact with local groups in correctional facilities and treatment facilities, offering literature and prerelease A.A. contacts, and arranging for A.A. speakers and visitors to meetings. When these services are under the auspices of a General Service Committee, assist it through close cooperation with local hospitals and prisons.</li> </ul>

TRUSTEES (2)	<ul style="list-style-type: none"> <li>• Term starts at the May Delegates meeting;</li> <li>• The newly elected Trustee chairs a committee to review the by-laws annually;</li> <li>• The newly elected Trustee prepares and presents a resolution to the delegates;</li> <li>• Of greatest importance at all times, protect the Traditions and Concepts of Alcoholics Anonymous in all INTERGROUP operations;</li> <li>• Conduct the performance evaluations for the Intergroup Coordinator.</li> <li>• With the Intergroup Coordinator will conduct the performance evaluations for any and all other employees;</li> <li>• Administer all disciplinary actions and probationary period consultations. See Article VI, Section 6;</li> <li>• Act as liaison for the Service Committee to hire and terminate paid employees;</li> <li>• Audit or cause to be audited the books of the INTERGROUP Comptroller annually, <u>as close as possible to July 1</u>, and enclose a verification of the bank accounts to the INTERGROUP Delegates;</li> <li>• Advise members of the Service Committee;</li> <li>• Monitor content of the INTERGROUP website;</li> <li>• Review and approve contents of the Intergrouper prior to publication;</li> <li>• Act as Parliamentarians of all Service Committee, INTERGROUP Delegates' meetings, and special meetings called by any member of the Service Committee outlined in Article III, Sections 1 &amp; 2;</li> <li>• Explain INTERGROUP Parliamentary Procedures to all new delegates immediately following the Delegates' meeting;</li> <li>• Develop and maintain a venue for suggestions and/or complaints regarding INTERGROUP by groups, members or others; all suggestions or complaints will be discussed at the following Service Committee meeting;</li> <li>• Refer to Article V, Section 7 for more.</li> </ul>
INTERGROUP COORDINATOR <sup>(v)</sup>	<ul style="list-style-type: none"> <li>• See ADDENDUM A:</li> </ul>
INTERGROUP EDITOR	<ul style="list-style-type: none"> <li>• Prepares monthly publication of the Intergrouper as directed by the Service Committee;</li> <li>• Submits Intergrouper to Trustees for review and approval prior to publication.</li> </ul>
WEBSITE DESIGNER	<ul style="list-style-type: none"> <li>• Maintains INTERGROUP Website according to instructions given by the Service Committee;</li> <li>• Works with trustees to keep announcements and meeting information current.</li> </ul>
NOMINATING COMMITTEE (3)	<ul style="list-style-type: none"> <li>• Each April, presents the list of candidates for the open service committee positions. Article II, Section 2.A.</li> </ul>