

The Association Legal At-Risk Test

The following Association Legal At-Risk Test is intended to provide insight into the types of situations that may give rise to lawsuits. However, the "test" is distributed with the understanding that it does not provide legal or other professional advice. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

1. My association has written employee policies that are distributed to employees.	YES	NO	
2. An attorney has reviewed employee policies in the past 3 years.	YES	NO	N/A
3. My association has had its job application form reviewed by an attorney in the past 3 years.	YES	NO	N/A
4. My association has written job descriptions.	YES	NO	
5. My association has had its job descriptions reviewed by an attorney in the past 3 years.	YES	NO	N/A
6. My association trains staff members who conduct job interviews in proper interview techniques.	YES	NO	
7. My association recruits widely for open positions.	YES	NO	
8. My association has procedures in place for handling the discipline and termination of employees.	YES	NO	
9. My association always follows the same procedures when terminating employees.	YES	NO	
10. At-will employees sign a disclaimer upon their hiring that clearly states that they may be terminated at any time, with or without notice.	YES	NO	
11. Human resource staff review employee benefit plans regularly, and understand employee rights and responsibilities under the plans.	YES	NO	
12. Employee benefit plans are regularly reviewed with association staff.	YES	NO	
13. If employment contracts are utilized, the contracts are either drafted or reviewed by legal counsel.	YES	NO	N/A
14. Hotel and other meeting contracts include provisions indemnifying the association against the negligence of the hotel or other facility.	YES	NO	
15. Hotel and other meeting contracts include provisions properly allocating the requirements of the Americans with Disabilities Act between the meeting facility and the association, with the meeting facility responsible for building accessibility and the association responsible for auxiliary aids.	YES	NO	

16. Legal counsel routinely reviews meeting facility contracts.	YES	NO	
17. Great care is taken whenever executing a contract, reading the agreement completely and asking questions regarding any provisions that are not understood.	YES	NO	
18. Most contractual agreements are either drafted or reviewed by legal counsel.	YES	NO	
19. Particular care is given to reviewing, and revising if necessary, the termination provisions of contracts.	YES	NO	
20. I know and understand what I am giving up when I agree to disclaim warranties of merchantability and fitness for a specific purpose in a contract.	YES	NO	
21. All personnel records are kept confidential, with access provided only to those with a specific need to know the information.	YES	NO	
22. I know what association records should be made available to the association's members.	YES	NO	N/A
23. My board members know and understand their fiduciary responsibilities to the association.	YES	NO	
24. My association never engages in business transactions with officers, directors, volunteers or its members.	YES	NO	
25. My association does not have an accreditation and/or certification program.	YES	NO	
26. Legal counsel has reviewed the association's accreditation and/or certification program in the past 2 years.	YES	NO	N/A
27. My association has written procedures for accepting, declining and terminating membership, including providing written notice of its decisions and an opportunity to appeal its decision(s).	YES	NO	

Association Risk:

Less than 3 "No's" -- minimal risk, keep up the good work
3-5 "No's" -- some risk, consider tightening some procedures
6-10 "No's" -- risk-taker, clean-up your procedures
10+ "No's" -- risky business, get a legal audit fast!