

BOD Meeting minutes Apr 23, 2011

Attendees: Babar, Razaq, Qasim, Saife.

1. Decided that non professional contractors not allowed. Need paperwork (invoice/1099) for any work over \$600.
2. Decided that we will get waiver for insurance from all those who work for masjid and don't have insurance.
3. Br Saife reminded everyone that expenses over \$100 need to be pre-approved.
4. Discussed our process of verifying eligibility of ERF requests.
5. Water well: A company will visit us next week. Babar to visit Town of FM to verify permit info.
6. Committee names: committees need to make a decision & inform the board. They should not ask board members to vote. Board provides oversight for committees and committees are expected to work independently.
7. Discussed the call with Dr Selod and visit to Fort Worth masjid to learn how their fundraising operations.

Excerpt from Constitution about Contracts:

- 5.1.6 All agreements and or contracts should be clearly reduced into written documents in the English language and signed by the duly authorized representatives.
- 5.1.7 All members shall observe the Islamic code of conduct and ethics in all proceedings, meetings and activities of IALF as defined by the Fiqh of IANT.
- 5.1.8 Any IALF member related disputes shall be presented to the BoD in writing for resolution within thirty (30) days from submission. If the BoD fails to act or the complainant disagrees with the decision of the BoD, the complaint shall be referred to the GB for action in the next quarterly meeting. If the GB fails to act or the complainant disagrees with the decision of the GB, the grieved member may refer the matter to IANT in writing with a copy of the complaint to the BoD.
- 5.1.9 All business contracts involving IALF in excess of \$5,000 shall require three (3) bids. All bids shall be examined at once by the relevant IALF Committee. A clear record of the deliberations of the Committee shall be kept.
- 5.1.10 All contracts entered into by IALF shall have a provision for mediation and binding arbitration to be conducted in Texas as the methods for settling disputes.
- 5.1.11 All contracts shall have a provision stating that any legal action against IALF shall only be instituted in Denton County, Texas.

Email by Dr Qasim:

For repairs/construction, contractors with requisite experience and references will be used. The contractor will need to provide, references, w-9 form and an invoice. All work will have to be approved in advance by the BOD/appropriate committee. The contractor will provide proof of liability/workmen compensation insurance prior to starting work. If there is no insurance, then the contractor will have to sign a release indemnifying IALFM, its office bearers or any other person acting on behalf of IALFM.

See the link. I think we make all independent contractors sign this agreement before letting them start work.

http://www.aw-wrdsmt.com/FAQ/indep_contr_agreement.html

If we do not have them sign the whole contract, then at least the indemnification clauses should be signed as below:

A. The Independent Contractor represents and warrants that:

i) The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Independent Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations;

ii) The Materials shall be original, clear, and presentable in accordance with generally applicable standards in the industry;

iii) The Materials will not contain libelous, injurious, or unlawful material and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine;

vi) The Independent Contractor has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of Independent Contractor, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of Independent Contractor or any material contract to which it is a party;

v) The Independent Contractor will perform the Services in accordance with the specifications established by the Company.

B. The Company represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of the Company, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of the Company or any material contract to which it is a party.

C. The Independent Contractor shall comply with all of the Company's standards and procedures when working on-site at the Company, including without limitation, standards relating to security.

D. The Company shall not be liable for injury or death occurring to the Independent Contractor or any of its employees or other assistants in the course of performing this Agreement.

E. The Independent Contractor hereby indemnifies and holds harmless the Company, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the Services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. The Company shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Independent Contractor will cooperate with the Company and provide reasonable assistance in defending any such claim.

By: -----

Title:-----

By: -----

IALFM

Constitutional Requirements

BOD Meeting Minutes Apr 16, 2011

Attendees: Babar, Razaq, Qasim (phone), Sammy.

The meeting started with dua.

Voted on no water bottles with the exception of ramadan (adults, not for kids)

Email campaign about recurring bathroom issues --> sunday school parents should sign up for volunteering

Mess after sunday school -- students should take responsibility + volunteer supervision

Maintenance issues --

Br Sammy found a person to fix the bathroom. He will work for 7 days and do other misc maintenance jobs. \$2000 total cost.

He will work on:

wudu area repair. paint old masjid. two doors - strip/stain.

Br Qasim mentioned that we need proper paper work. The issues about the contractor work at the Masjid were discussed. We have decided to pay after receiving proper invoice for any kind of work/service provided to the Masjid. Non-emergency work/repair also need to be discussed and planned and their budget/cost approved in board meetings prior to starting the work.

Discussed shed concrete floor at cost of est \$4,000. Board decided not to do it.

Soccer field –Cost Estimate Discussion:

- \$2K -- for levelling the ground after we get dirt from someone
- move stone against the wall
- cost of grass: need to find out??
- water cost can be as high as \$1500/month for 4-5 months if we don't have the water well (~10,000)
- cost of soccer posts - unknown?

The meeting ended with a dua.

Notes by: Babar Bhatti, Muhammad Qasim

BOD Meeting Minutes April 9, 2011

Br. Annas Al Hajji will talk at the Family night this coming weekend. Br. Babar will send out reminders to sign up for food.

The constitution calls for an audit. We are still looking into finding a person to do our audit. After this tax season, the board will bring the decision to the general body to determine whether to amend to constitution so that we don't have to do the audit so often because it costs so much. Br. Sammy will call Br. Ismail Tahir, who does audits for many masjid's in the area.

A constant contact email will be sent to educate the community to educate them on how to adjust the thermostat.

Sis. Nazzie reviewed the progress of the picnic. The kids activities are being organized by Sis. Nazzie. Br. Kamran said he will meet with Salman, Nitu, and Hina to plan for the other aspects of the picnic.

The invitation from the church was discussed. The mosque will send some etiquette guidelines to the church.

The junk from the yard will be taken away. Sr. Nazzie will send an email to the Sunday school parents asking them to not to go to areas other than the play ground or the field behind of it.

The board would like to construct a soccer field. Br. Sammy explained that leveling the field would cost about \$150 an hour. Seeding and watering will be the cost of maintaining the field. We are still working on fixing our well. The grass will also need to be mowed frequently. Br. Qasim will work on creating a temporary sprinkler system.

The board discussed improving the quality of the khutbah. The board will trade our imam with the other masjids once a month. Suggestions were made to also allow the imam to join some public speaking groups, and to write all khutbahs down beforehand.