

Approved by
ACPA GB
9.12.14

**ACPA - COLLEGE STUDENT EDUCATORS INTERNATIONAL:
CHAPTER AFFILIATION APPLICATION AND AGREEMENT**

APPLICATION

We are seeking to be an ACPA Chapter and if accepted hereby agree to the terms and conditions as set forth below.

Chapter Name: Pennsylvania Chapter Address: PO Box 1203 Butler, PA 16003
college Personnel Association (PCPA)
Chapter Territory: Pennsylvania Requested Date of Authorization: 12/22/14

Chapter Leader: Morgan Rizzardi Email and Tel No. morgan.rizzardi@bc3.edu
724-287-8711 Ext. 8274

Chapter Leader: David Greene Email and Tel No. dgreene@ccp.edu
215-751-8164

AGREEMENT

When counter-signed by both Parties, this constitutes an Agreement between ACPA - COLLEGE STUDENT EDUCATORS INTERNATIONAL, whose mailing address is One Dupont Circle, NW, Suite 300, Washington, D.C. 20036-1188 ("ACPA"), and "PCPA", whose mailing address is PO Box 1203 Butler, PA 16003 (the "Chapter"). Based on mutual consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. BACKGROUND LEGAL OBLIGATIONS.

- A. Tax Exempt Status. ACPA is a District of Columbia nonprofit corporation recognized as having 501(c) (3) status. ACPA is authorized to use its tax exempt status Employer Identification Number (EIN) only for programs and activities conducted or co-sponsored by ACPA.
- B. Federal Trademark Obligations. ACPA holds a federal trademark registration for the term "ACPA." To preserve its registration, ACPA must restrict who uses its mark, how it is used, and how it is depicted, as set forth in this Agreement.
- C. Corporate Liability Issues. ACPA can be subject to legal responsibility for activities and contracts performed under the ACPA name. In accordance with their fiduciary duties, the ACPA governing board has procedures to control who uses the ACPA name and the conditions for such use, as set forth in this Agreement.

2. QUALIFYING AS AN ACPA CHAPTER

- A. Chapter Options. As more specifically set forth below:

Each "External Chapter":

- (1) Must separately incorporate, file its required annual State corporate reports, obtain its own Employer ID Number and 501(c) (3) status, submit its own Form 990 each year, and obtain exemption from State income and sales tax (or pay those taxes), and have its Chapter members be full ACPA members who receive a special discount for dual-membership (25 percent discount off qualifying type) and therefore be an **"External Chapter."** These members receive the member rate at Convention and other ACPA sponsored activities and ACPA will maintain a web presence for each Chapter. ACPA will reimburse up to \$400 for each Chapter electing the **"External Chapter"** path for qualification and accept all membership fees in behalf of the Chapter. The **"External Chapters"** are encouraged to use a calendar fiscal year.

Each "Internal Chapter":

- (2) Need not separately incorporate, not obtain a separate EIN, and be accepted by ACPA to be treated as a program within ACPA, with Chapter financial activity reported on ACPA's Form 990, and have its Chapter members be full ACPA members who receive a special discount for dual-membership (25 percent discount off ACPA qualifying type) and be an **"Internal Chapter"**. These members receive the member rate at Convention and other ACPA sponsored activities and ACPA will maintain a web presence for each Chapter. **"Internal Chapters"** will incur a 2 percent service charge on the gross income for their operational year. Internal Chapters must operate on a calendar fiscal year.

"Unaffiliated":

- (3) States that do not elect to be internal or external.

B. Qualifications. Your chapter must meet and maintain the following qualifications to be an authorized ACPA Chapter:

- (1) External and Internal Chapters must be organized to conduct same purposes and activities as ACPA (the "ACPA Activities"), namely to provide educational services in the area of student affairs in higher education. These activities must be reported at least 10 days in advance to ACPA for co-marketing through ACPA channels.
- (2) External Chapters must be a corporation or unincorporated association, and provide ACPA with its current Articles of Incorporation or Organization indicating its formation.
- (3) External Chapter must obtain and use its own Employer Identification Number for its bank accounts and to conduct its financial activity.

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- (4) External and Internal Chapter members must be fully paid members of ACPA and may join ACPA at a special rate (25 percent discount of the qualifying ACPA membership type) (in addition to the State Chapter membership rate). These members will enroll at the ACPA web site and ACPA will forward Chapter membership fees to the Chapter within 30 days of enrollment.
- (5) External and Internal Chapters must operate under Bylaws that are consistent with those of ACPA including the provision to members of voting rights that are similar to those given by ACPA. Voting rights must always honor values of equity and inclusion.
- (6) External and Internal Chapters must be located and actively conduct ACPA Activities within a specified geographical area not served by another ACPA Chapter.
- (7) External Chapters will track Chapter's financial activity and file your own Form 990 each year with a copy to ACPA within 30 days of filing.
- (8) External and Internal Chapters and ACPA will each actively promote the other's services, programs and activities. External and Internal Chapters shall not have authority to contract in ACPA's name. ACPA shall contract in behalf of Internal Chapters but shall not be responsible for any financial expenses or obligations of the other. The ACPA *Belong* function on the front page will direct state members to enrollment as State members.
- (9) Regarding insurance, your Chapter must –
 - a. External Chapters must provide evidence of comprehensive general liability insurance of at least \$1M with ACPA as a co-insured;
 - b. Internal Chapters, must contribute the amount required by ACPA insurer in order to cover the additional cost of being added to ACPA's insurance (this is a pass-through of actual cost to ACPA)

3. **APPLICATION MATERIALS AND ANNUAL INFORMATION REPORTING OBLIGATIONS.**

The following materials must be submitted with your application to become an External Chapter, and you must submit any updates annually to ACPA:

- (1) Your Chapter's Articles of Incorporation and Bylaws;
- (2) Your Chapter's EIN and your Chapter's and the names, addresses, and account numbers where your Chapter has bank accounts. This must be updated within 30 days of any change;
- (3) Your Chapter's Form 1023 or Form 1023 EZ Federal Tax Exemption Application for recognition of 501(c)(3) status unless it notifies ACPA that it normally has less

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- than \$5,000 in gross income each year and does not have to file the Form 1023¹;
- (4) The IRS 501(c)(3) determination letter;
 - (5) The most recent Form 990 filing;
 - (6) Your upcoming year's membership dues schedule;
 - (7) The names, addresses, emails, and telephone numbers of their elected Chapter Directors and Officers.
 - (8) The names and account numbers for their bank accounts;
 - (9) The planned schedule and report of their Chapter meetings and activities;
 - (10) Other financial and programmatic information as requested by ACPA.

✦ Internal Chapters must conform to Section 3: (6), (7), (8), (9) and (10).

4. BENEFITS AND SERVICES PROVIDED TO THE ACPA CHAPTERS

A. Use of the "ACPA" Name. For as long as your Chapter is authorized by ACPA, you are entitled to use the "ACPA" name as follows:

- (1) You can use the "ACPA" name as part of your Chapter name programs and activities, or otherwise to indicate that you are an ACPA Chapter, but not just as "ACPA," as that would inaccurately suggest that you are authorized to act on behalf of ACPA.
- (2) Your use of the name is to follow ACPA's graphic standards, including the depiction of "ACPA" with the term "Registered" or with a circled "R" mark, to show that it is a federally-registered trademark (e.g., 'New Jersey *ACPA*®').

B. For as long as your Chapter is authorized by ACPA, the Association will perform the following services:

- (1) ACPA will provide web-based (on line) membership enrollment through the ACPA Web site, mailed or faxed application form.
- (2) ACPA will handle member dues billing and collection. Your chapter will provide its suggested dues amount to ACPA on a schedule set forth by ACPA to permit timely billing and collection via the web or mailed application forms, with ACPA providing the revenue back to your Chapter within 30 days. ACPA will collect its membership dues at the discounted rate at the time of enrollment.
- (3) ACPA will absorb the credit card fees required to process on-line memberships.
- (4) ACPA will provide your Chapter with monthly or bi-monthly membership and financial reports.

¹ The IRS now offers a brief (three page) federal tax exemption application for groups with less than \$50,000 in total income annually and less than \$250,000 in total assets. This is considerably easier application process than ever before. The filing fee is currently \$400.

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- (5) ACPA will provide a web site presence for the State and co-promote State Chapter based activities on the ACPA calendar and web news reel.

5. **RELATIONSHIP AND SEPARATE GOVERNANCE OF THE PARTIES**

- A. Separate Liability and Indemnification. The parties are separate and independent entities, neither party shall be liable or have responsibility for the acts of the other, or its officers, directors, employees, or agents. To the extent of each Party's available insurance, each Party agrees to indemnify and hold harmless one another, its officers, directors, employees and agents from and against any claims, losses, or demands (including reasonable attorneys fees and expenses) that may result from its willful or negligent acts or those of its volunteers officers, directors, employees, or agents.
- B. Separate Governance. The parties are separately governed by their own Boards of Directors pursuant to their respective Bylaws.
- C. Separate Contracting. If you are approved by ACPA to have your chapter name use "ACPA" as part of your name, you shall take steps to ensure that your members, vendors, and any contract parties understand that you are separate from, and not acting on behalf of, ACPA.

- (a) * Internal Chapters contract through ACPA's office and only with authorization of each proposed contract by ACPA.

6. **TERM OF AGREEMENT; OTHER PROVISIONS.**

- A. Term. *The term of this Agreement and the grant of the Charter is for one year and it shall renew automatically for additional one year terms, unless terminated in accordance with this Agreement.

B. Termination.

- (1) *The Chapter may relinquish its status as an ACPA Chapter upon 60 days' notice, with ACPA retaining the option for member renewals.
- (2) *ACPA may terminate a Chapter's status for failure to comply with any requirement provided that the Chapter has 60 days to cure the failure, or for no cause with at least 90 days' notice prior to the anniversary of the Effective Date of authorization.
- (3) *Termination of this agreement shall not relieve either party of any obligations due and/or payable to the other party, with obligations to be settled by the effective date of termination unless the party who is owed the obligation agrees to a longer time frame.

- (4) *Should this Agreement be terminated by either party, the unobligated Chapter funds

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may be used to establish a new Chapter, to pay other obligations to ACPA (e.g., member registration fees to the annual conference), or for any other purpose approved by ACPA. If after a two (2) year period, the chapter funds have not been used to re-establish the Chapter, the remaining chapter funds may be used to sponsor an educational program of interest to ACPA members in the Chapter area or at ACPA's discretion, returned to former chapter members as directed by the National Board of Directors.

7. **COMPLIANCE WITH LAWS.** *Each party is responsible for complying with all applicable laws governing it, including, but not limited to all corporate and tax filings, licenses, and government registrations.

8. **ADDITIONAL PROVISIONS.**

- A. If any portion of this Agreement shall be declared invalid, or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect and shall not be affected.
- B. This Agreement shall be governed by the laws of the District of Columbia, which shall be the forum for any claims or disputes.
- C. ACPA may impose additional, reasonable procedural and substantive requirements upon Chapters for the purpose of ensuring the protection of ACPA, its corporate name, and its federal trademark.

Agreed to by the Authorized Representatives of the Parties as follows:

Approval by the Chapter:

Morgan Rizzardi
Signature

Morgan Rizzardi
Name Printed

PCPA President
Title

12/22/14
Date

Approval by ACPA:

Cynthia Love
Signature

CYNTHIA LOVE
Name Printed

EXECUTIVE DIRECTOR
Title

1/23/2015
Date