

THIS CHARTER AGREEMENT (the "Agreement"), is made this ____ day of _____, 20____, between the American Association of Critical-Care Nurses ("AACN"), and the _____ ("chapter"), an affiliate of AACN. Chapters are governed by Article IX of the AACN Bylaws, the Chapter Charter Agreement, and the Chapter Governance Manual – in that order.

THE PURPOSE of chartering as an AACN chapter is to promote and advance the mission and vision of AACN within the chapter's community. Chapters are required to conduct all business in accordance with the law, in alignment with the values of AACN, and with the highest integrity. This Agreement clearly identifies the expectations and obligations of both the chapter and of AACN in this volunteer structure, and supersedes any/all previous Chapter Charter Agreements.

It is important for the chapter to understand and respect these terms since chapters are not independently incorporated, but are organized under AACN's incorporation and Federal tax identification status, and must therefore operate in a manner that protects and does not jeopardize the interests and tax status of the chapter and AACN, as national AACN is ultimately liable for all chapters.

1.0 Use of Name and Logo.

The chapter is authorized to use AACN's name, acronym, and logo in conjunction with the chapter's name. AACN will be the sole owner of the AACN name, acronym, and logo. The chapter's acronym will be determined by AACN, and any logo created by or for a chapter as a chapter-specific logo must be approved by the AACN Chapter Department.

1.1 Chapter Name

Before submitting this Chapter Charter Agreement, please contact the AACN Chapter Department to determine whether the name chosen is available.

1.2 Annual Theme Artwork

Each year, AACN makes available to chapters the annual theme artwork to integrate into professional activities. Chapters must abide by the guidelines for using the theme art that are available annually on the website. Please use the art to make the theme visible, within the following limitations:

- Use theme art on printed material such as newsletters, flyers, posters, signs, handouts and announcements.
- Use PowerPoint templates for internal presentations and that promote the chapter/institution's meetings and events.
- Use approved theme art products from the AACN Online Bookstore to generate revenue for the chapter or institution.
- The theme artwork is commissioned and may not be modified or altered in any way.
 - Elements from the art may not be used individually.
 - May be used in social media in a posting but not as an identifier for a chapter, institution or individual (e.g., "profile picture" or "cover photo" on Facebook).
 - AACN, its chapters and other members of the AACN community may not re-sell the theme art for any use by a third party.
 - The theme artwork may not be used on any products that the chapter intends to sell.

2.0 Term, Termination, & Dues.

The Term of this Agreement shall commence on the date signed by the AACN Chapter Department, will continue until June 30, 2021, and will be automatically renewed for successive three-year (3-year) terms, unless revoked by AACN or surrendered by the chapter, pursuant to the terms of this Agreement.

2.1 Probationary Period.

A newly chartered chapter begins with a probationary status, effective upon the date this Agreement is signed by the AACN Chapter Department. The probationary period will be for two (2) reporting periods: (dates to be inserted by AACN Chapter Department). Upon successful completion of the probation requirements, the chapter will be taken off of probationary status and notified of such by the AACN Chapter Department. From that point forward, the chapter will be expected to continue to abide by the terms of this Agreement.

If the chapter does not successfully complete its probationary period, defined as meeting all requirements within the specified deadlines, the chapter will be deemed unable to operate in the manner that is required to be successful and to protect the non-profit and tax-exempt status of AACN, and will be disbanded. The disbanded chapter will be allowed to apply for re-charter after 6 months, and would again be required to go through the probationary period.

2.2 Charter Dues.

Charter dues are \$120 for each 3-year period and will be due at the start of the 3-year period, and then on the subsequent 3-year renewal date. Dues may be subject to change in the future. Failure to pay the charter dues on time may result in revocation of the chapter's charter.

For chapters newly chartered, the dues are prorated based on the year within the cycle that the chapter is chartered. The current chapter cycle runs from July 1, 2017 through June 30, 2020. Chapters chartered in the first year of the cycle will pay \$120; chapters chartered in the 2nd year will pay \$80; and chapters chartered in the 3rd year of the cycle will pay \$40.

3.0 Chapter Membership & Communication.

3.1 Chapter Membership

The primary chapter officers, defined as the president, president-elect, treasurer, treasurer-elect, secretary and secretary-elect, shall maintain current, active national AACN membership. Those primary chapter officers whose national memberships expire will lose access to the chapter portal, including the chapter database and Good Standing grid. Please note that a treasurer-elect is a strongly recommended position, as noted in the Chapter Governance Manual. AACN requires at least a chapter president and treasurer, as they are the two check signers. All other positions are at the discretion of the chapter; however, it is strongly recommended that all chapters have –elect positions so that a team leads the chapter, and for succession planning and chapter sustainability. Board and committee positions may be shared.

National membership status is displayed in the “AACN Status” column of the chapter's database; it is not reflected on the Good Standing grid. It is the chapter leadership's responsibility to monitor this information and ensure all officers, as well as chapter members, have current, active national membership status.

Chapter members must be members of national AACN. The terms and conditions of membership in AACN will be determined exclusively by AACN. AACN will be the sole owner of the membership list of names, mailing addresses, email addresses, and phone numbers of all members. The chapter will maintain the confidentiality of the member list and will not sell, trade, transmit, or otherwise disseminate the membership list, in whole or in part, to any third party without the express prior written approval of AACN. Neither the chapter member list nor the chapter database shall be used to personally benefit any chapter members or officers.

3.2 Chapter Communication

Communication among the chapter, Chapter Advisor, and the AACN Chapter Department is vital to the success of the chapter. The primary chapter officers:

- Must maintain regular communication with the Chapter Advisor for the purpose of ensuring the continued success of the chapter. This includes but is not limited to, responding to email and phone calls in a timely manner, and contacting the Chapter Advisor by email or phone to discuss chapter needs or questions. Chapter must also maintain regular communication with the AACN Chapter Department as requested.
- Must maintain a current primary email address in their national member profile so that they receive email communications from the AACN Chapter Department and their Chapter Advisor. Please note that if a work email address is utilized as a primary email address, there is potential for it to be blocked by your organization's spam filter. Therefore, it is recommended that a non-work email address be used for each officer's primary email address.

4.0 Obligations of Chapter.

AACN operates on a fiscal year (FY) of July through June. For compliance with reporting requirements, it is highly recommended that chapters follow the same fiscal year.

It is important that the chapter financial reports are submitted on or before the required deadlines. The **chapter must use the online reporting forms to submit financial reports**. Doing so provides the chapter with an immediate confirmation number and confirming email with a copy of the submission, allows AACN to trace reports if lost, and allows for faster processing so that national AACN can meet its reporting deadlines to the government. **It is the responsibility of the full chapter board** to regularly check the Chapter's Good Standing grid in the Chapter Portal on the Chapter Officers Home Page of the website to ensure the chapter is in full compliance at all times.

A summary of chapter's obligations under this Agreement follows. Please refer to the Chapter Governance Manual for complete details.

4.1 Good Standing.

Chapters must maintain "Good Standing" status as identified by the following requirements. Any chapter not in compliance with the Good Standing requirements may have its charter revoked and be disbanded.

4.1.1 The chapter will agree to abide by this Charter Agreement as evidenced by the chapter President's and Treasurer's signatures on the signature page.

4.1.2 The outgoing chapter officers will review this Charter Agreement with the incoming officers during their annual officer transition.

4.1.3 The chapter will submit all financial reports online by the specified deadlines:

Financials	Due Date
1 st Quarter (July-September)	November 15
2 nd Quarter (October-December)	February 15
3 rd Quarter (January-March)	May 15
4 th Quarter (April-June)	August 15

The chapter must include all of the following items in each quarterly report:

- Bank statements for the 3 month reporting period;
- Cash receipts records for the 3 month reporting period;
- Cash disbursement records for the 3 month reporting period;
- Bank reconciliation records for the 3 month reporting period

The chapter will submit the following annual items by the specified deadlines:

Annual Items	Due Date
Chapter Officer List – enter into the chapter database	June 1
Check Signer Form (for the fiscal year that began July 1; and any time during the year that the president and/or treasurer changes)	August 15
Chapter Audit Form (for the previous fiscal year which ended June 30)	August 15
Chapter Transition Checklist	August 15
Non-Employee Compensation Form (for the calendar year)	December 31

4.1.4 Chapters that are habitually late submitting reporting requirements may be placed on probation and/or disbanded at the discretion of the AACN Chapter Department. Extenuating circumstances, such as natural disasters, will be taken into consideration when making a final determination on disbandment.

4.2 Contracts and Grants.

AACN chapters are obligated to protect the chapter and AACN by ensuring there are written agreements with speakers, vendors, facilities, etc., when hosting an event. As noted at the beginning of this Agreement, chapters are part of AACN and are not required to be independently incorporated. Thus, national AACN is ultimately liable for all chapter contractual obligations. ***Therefore, before signing any agreement***, it must be reviewed and approved by the AACN Chapter Department according to the Chapter Contract & Grant Policy on the Chapter Contracts page of the AACN website. ***Failure to submit contracts for approval may result in the chapter's disbandment.***

Just as two signers are required for signing checks, **two signers are also required on all contracts** to which the chapter commits. **Those two contract signers are the chapter President, and chapter Treasurer or the appropriate Chairperson.** The chapter must be listed on contracts as “the X Chapter of the American Association of Critical-Care Nurses (chapter acronym-AACN).”

If a speaker or company does not have its own contract, contract templates are available on the website that can be modified based on chapter negotiations at www.aacn.org/chapters > contracts. **All contracts must be submitted for review and approval before signing:**

- Catering agreements – most caterers have their own agreements.
- Co-sponsored programs
 - A "letter of agreement" is required for chapters collaborating on programs and special projects that outline each chapter's responsibilities and commitments.
- Exhibitor / Vendor Agreements
 - Please note: The [Commercial Support Agreement](#) in the Program Approval area of the website is different than a vendor contract. (The Commercial Support Agreement is only needed if an organization/vendor is supporting the CE portion of a chapter event.)
- Grants
- Hotel/Facility
- Letters of Agreement
 - Chapters should have at least a letter of agreement when working with other parties, even if no monies are involved.

- Partnership Agreements
- Regional Meeting Agreements
- Speakers
 - If a speaker or company does not have its own contract, use a contract template from the AACN website, and modify the template based on your negotiations.
- Support Agreements (formerly known as Sponsor Agreements) Temporary Employment Agency Agreements – agencies will have their own agreements.
- Any other contract or lease, including property or equipment leases.
- Any financial commitments, regardless of the amount, which obligate the chapter for longer than 1 year.

Chapters should submit contracts online using the [Chapter Contracts Submission Form](#). Doing so will provide chapters with an immediate confirmation number, which can be traced if needed. The contract review process may take up to ten (10) business days.

4.3 Chapter Audit.

The annual Chapter Audit is important to ensure the chapter is operating in a fiscally responsible and legal manner. The chapter board will ensure an annual financial review of the chapter's finances is conducted and the Chapter Audit Form is submitted online by August 15th each year to AACN.

4.4 Chapter Records.

The chapter shall send AACN copies of appropriate records pertaining to the chapter's programs, activities, and operations as requested by AACN, and will retain for three (3) years all of the following records related to its operations, except where noted below:

- Business Records:
 - Meeting minutes from all Committee Meetings
 - Meeting minutes from all Chapter Board Meetings
 - Membership Records
- Financial Records:
 - Bank Statements
 - Cash Receipts Records
 - Cash Disbursement Records
 - Bank Reconciliation Statements
 - Quarterly Financial Reports
- Educational Records:
 - Educational records must be kept for **four (4) years** when AACN CEs and/or CERPs are provided to participants.
 - For events where AACN CEs and/or CERPs are not provided, educational records must be saved for **three (3) years**.
 - Please refer to the Continuing Education Program Approval for Chapters on the website for the AACN Chapter Policy.

Electronic saving of records is allowed, including utilizing cloud storage, provided the chapter has a back-up copy of the electronic records, the back-up copy is not stored on the same computer or flash drive, all chapter leaders know where the records are stored, where to locate cloud passwords, and this information is documented in the chapter's meeting minutes.

4.5 Tax-Exempt Status.

Applicable only to U.S. chapters: chapters fall under AACN's non-profit tax-exempt status as granted under section 501(c)3 of the Internal Revenue Code, Federal Tax ID #95-2706905. The chapter agrees to abide by the Chapter Governance Manual pertaining to the tax-exempt status.

4.6 Employees

Federal regulations **prohibit AACN chapters from having any paid employees**, such as administrative/secretarial help. Chapters in need of administrative support may obtain that help through a local temporary employment agency, paying the agreed upon fees. A contract with the temporary employment agency is required and must be reviewed/approved by the AACN Chapter Department before signing.

5.0 Chapter Support from National AACN.

The chapter will receive the following support and benefits from the AACN Chapter Department. With proper notification AACN may change support if it deems it is in the best interest of chapter.

5.1 Consultation.

AACN will make available consultation and advisory support to the chapter to foster its success through, but not limited to, the Chapter Advisory Team (CAT) and the AACN Chapter Department.

5.2 Chapter Website & Email Address.

AACN will provide the chapter with a complimentary chapter email address and website hosted by AACN. The chapter can either upload its own website, or utilize the template provided by AACN. AACN may, at its discretion, add pertinent information to or remove any information that is not in accordance with AACN guidelines from the chapter's website at any time.

5.3 Chapter Database.

AACN will provide chapter leaders with access to their chapter database for tracking of membership and chapter officers.

5.4 List Rental.

AACN will provide up to four (4) complimentary list/label orders per fiscal year (July 1 – June 30) as requested by the chapter to use for membership or event promotion. The ordering policy and procedure is posted on the AACN website.

5.5 Written Resources.

AACN will make available to the chapter written resources that will guide the chapter in its governance and management, including but not limited to, chapter management resources, position descriptions for elected chapter board members, sample strategic plans, etc.

5.6 Free Event Promotion.

AACN will provide the chapter with free event promotion of the chapter's choosing on the AACN website, the AACN Certification website, the *American Journal of Critical Care*, and *Critical Care Nurse* on a space-available and deadline basis.

5.7 Free Product Resources.

AACN will make available to the chapter free product resources for the chapter to promote AACN membership, certification, NTI, and other key initiatives.

6.0 Revocation / Disbandment or Surrender of Charter / Re-Charter.

This charter will remain in effect unless it is revoked by AACN, or surrendered by the chapter. AACN has the authority to revoke this charter if the chapter is in breach of any provision of this Agreement. In this event, the following will apply:

6.1 Revocation/Disbandment

- Any decision by AACN to revoke/disband chapter's charter will be initiated by sending email notification to all chapter leaders of record, specifying the grounds upon which the revocation is based. AACN shall provide chapter with twenty-one (21) days from the date of such notice to satisfactorily resolve the issue(s).
- In the event that AACN determines that the chapter has not satisfactorily resolved the issue(s), AACN will so notify the chapter via email and will implement the disbandment process.
- All chapter financial obligations must be satisfied prior to the chapter's disbandment.
- In some cases, a disbanded chapter is able to re-organize and re-charter after a period of time. In the event that the disbanded chapter applies for re-charter within 6 months of disbandment, and upon successful completion of the probationary period, 50% of the monies that were surrendered to AACN at time of disbandment will be returned to the re-chartered chapter.

6.2 Surrender of Charter

- The chapter may surrender its charter by delivering to AACN's Chapter Department written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender. Written notice may be sent to the AACN Chapter Department at 101 Columbia, Aliso Viejo, California, 92656, or by email to Chapters@aacn.org.
- All chapter financial obligations must be satisfied prior to the surrender of charter by the chapter.
- All remaining monies in the chapter's accounts are the property of, and will be surrendered to, AACN prior to the disbandment.
- The chapter will send written or electronic communication to all current chapter members to notify them that the chapter is being disbanded, and will copy Chapters@aacn.org.
- In the event that the disbanded chapter applies for re-charter within 6 months of disbandment, and upon successful completion of the probationary period, 50% of the monies that were surrendered to AACN at time of disbandment will be returned to the re-chartered chapter.

6.3 Re-Charter of Chapter

- A disbanded chapter interested in re-instatement may apply for re-charter under the following conditions:
 - A. All terms under the Revocation/Disbandment or Surrender of Charter have been completed.
 - B. The chapter must agree to and abide by the terms and conditions of the Chapter Re-Charter Agreement.
 - C. A chapter that applies for re-charter ≤ 1 year from the date of the chapter disbandment and successfully completes the probationary period would:
 - utilize the same chapter name that it had at the time of disbandment;

- be on the same chapter dues cycle that was in effect at the time of disbandment, and the dues paid at the beginning of that cycle would be re-instated (no additional charter dues would be due); and,
 - be required to abide by the terms and conditions of the original Chapter Charter Agreement that was signed by the (then) chapter President and Treasurer.
- D. A chapter that applies for re-charter > 1 year from the date of the chapter disbandment and successfully completes its probationary period would:
- be required to sign a new Chapter Charter Agreement; and,
 - be required to submit chapter dues for the remainder of the current 3-year cycle period at the time of re-charter.
 - the chapter's total age/anniversary will start over at 0.

7.0 Chapter Recourse. If the chapter Board of Directors believes that AACN has not lived up to its pledged support, chapter will send written notification to the Chapter Advisor for the region, and to the AACN Chapter Department. Written notice may be sent to the Chapter Advisor via email at Region#@aacn.org, and to the AACN Chapter Department at 101 Columbia, Aliso Viejo, California, 92656, or by email to Chapters@aacn.org. The AACN Chapter Department and/or Chapter Advisor will respond within 5 working days to the chapter officers to determine the course of action.

[Remainder of this page intentionally left blank. Signatures required on next page.]

Signature Page

The chapter officers have read and agree their chapter will abide by this Agreement.

_____ (Chapter Name):

Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: <u>Chapter President</u>	Title: <u>Chapter Treasurer</u>
Date: _____	Date: _____
President's Email: _____	Treasurer's Email: _____
AACN National Membership #: _____	AACN National Membership #: _____

(For National Office Use Only)

American Association of Critical-Care Nurses (AACN):		
Signature:		Mitzi Inman, Senior Chapter Associate or Karen Certalic, Chapter Specialist
Date:		Email: Mitzi.Inman@aacn.org or Karen.Certalic@aacn.org