

# ATPE State-Local Unit Charter Agreement

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Approved by the ATPE Board of Directors on May 19, 2018

ATPE's Board of Directors (BOD), as authorized by the ATPE House of Delegates (HOD), has adopted a set of charter standards that define the relationships between the state entity (ATPE) and its chartered entities (local units and regions). The charter standards, known as the State-Local Unit Charter Agreement, outline the expectations and requirements for all parties and specifically address the operational and financial obligations an ATPE entity must agree to follow as a condition of affiliation.

This State-Local Unit Charter Agreement outlines the expectations of both the state and its local unit entities once a local unit is chartered by the state. It defines a symbiotic relationship that requires each party to adhere to standards that benefit each party. The charter agreement listed below applies to all chartered and active ATPE local units as a condition of maintaining said charter as outlined in the ATPE State-Local Unit Charter Agreement.

Each charter agreement standard listed includes a short explanation of the standard.

## The state office will:

- a) **Authorize the local unit to use a derivative of the state's name and to characterize itself as an affiliate of the state.**

*Explanation: All chartered ATPE local units are authorized to proudly use the ATPE name when promoting the local unit at the school district level. The authorization is part of the chartering process, and there's no form to be completed or action to be taken for local units to use the ATPE name. This has been standard practice since ATPE's inception.*

- b) **License its name, logo, and related marks, whether registered trademarks or otherwise, to the local unit.**

*Explanation: As members of the ATPE team, all chartered ATPE local units are authorized to proudly use the ATPE logo and tagline when promoting the local unit at the school district level. This has been standard practice since ATPE's inception.*

- c) **License specific information, materials, and other "content" that is subject to copyright ownership by the state, subject to the terms of licensing.**

*Explanation: Chartered ATPE local units are authorized to use any content published in print or online publications and materials. This includes materials printed in ATPE News and other communication vehicles, as well as material included in membership recruitment pieces, legislative updates, etc. This has been standard practice since ATPE's inception.*

- d) **Collect state membership dues for the local units and remit the appropriate rebate portion of the state dues collected to the appropriate local unit. The state will also provide an accounting of its dues billing and collection activities to the local units.**

*Explanation: The state will continue to collect state membership dues and send the appropriate dues rebate amount, along with an accounting of how the amount of rebate was calculated, to each local unit. Each active local unit receives a 2.5% annual dues*

rebate from the state. The rebate amounts are set each year based on the number of local unit members as of February 1, and the rebates are electronically deposited in local unit accounts in late February/early March.

- e) Collect local unit dues if applicable and designated by the member and remit back to the local unit.**

*Explanation: If requested by the local unit, the state will collect local unit dues and send the dues to the local unit. This has been standard practice since ATPE's inception. Local unit dues are distributed to local units twice a year. In November/December, funds are direct deposited to local unit accounts to cover local unit dues that are paid by cash or check. In February/March, local unit dues are direct deposited to local unit accounts to cover dues that are paid through payroll deduction. Dues are collected according to the most recent local unit bylaws on file with the state office.*

- f) Continue to purchase and maintain association's limited liability insurance policy that extends to approved local unit activities.**

*Explanation: Each year the state funds and maintains a limited liability insurance policy that covers approved local unit activities undertaken by ATPE's designated volunteers. Local units need do nothing, as it is the responsibility of the state to purchase and maintain the limited liability insurance on behalf of its local unit leaders. This has been standard practice since ATPE's inception.*

- g) Obtain a federal income tax exemption determination on a group basis for ATPE local units and, optionally, prepare and file the appropriate Form 990 (990, 990-EZ, or 990-N), for all participating local units.**

*Explanation: The state office prepares and files all necessary tax returns on behalf of all local units. Most local unit tax filings are simple and are handled electronically as only local units that receive more than \$50,000 in annual revenue are required to file an extended tax form. The state may contact a local unit for information related to the annual tax return filing, but again, the actual filing is handled by the state office on behalf of local units. This has been standard practice since ATPE's inception.*

- h) Have the authority to withdraw the charter of a local unit with notice given to the local unit leadership if, in the opinion of ATPE, the local unit is jeopardizing or endangering the good will or good name of ATPE.**

*Explanation: The BOD has the responsibility to protect the good will and name of ATPE and will withdraw a local unit's charter if the BOD believes actions of the local unit are harming ATPE. Any local unit that is faced with the loss of charter status will have ample opportunity to address the BOD to contest any action prescribed by the BOD that would impact the local unit's charter.*

- i) Grant a new local unit charter for a specific term of three (3) years and then automatically renew annually contingent upon the local unit's compliance with this charter agreement and all other adopted affiliation standards.**

*Explanation: Any newly issued or reactivated local unit charter granted by the BOD is good for an initial three-year probationary period. Once a local unit has passed the three-year mark, the charter will be automatically renewed in perpetuity unless the local unit fails to comply with an affiliation standard adopted by the BOD or HOD. Any local unit whose charter was granted prior to the implementation of the charter standards will*

*have its charter automatically renewed unless the local unit fails to comply with the BOD-adopted charter standards.*

**j) Provide appropriate training for local unit officers and other volunteers.**

*Explanation: Local unit officers and volunteers receive training on these standards, as well as training on recruiting/retaining members and how to run a local unit. This training is to be provided at the annual summit and at various region-level events, as well as online through video and written content that is housed on the ATPE website.*

**k) Provide membership recruitment and retention/marketing materials to the local unit.**

*Explanation: Each year the state provides leaders with the standard materials necessary to conduct a membership recruitment/retention campaign. The materials are professionally written and designed, and they reflect ATPE's brand through their messaging and look. It is an obligation of the state to ensure that our recruiters have the tools necessary to present ATPE to prospective and renewing members. This has been standard practice since ATPE's inception.*

**l) Establish and enforce reasonable and necessary charter standards designed to facilitate the proper functioning of the association and to support the association's strategic plan.**

*Explanation: The charter standards agreement documents may be periodically amended when deemed necessary by the BOD. If and when the BOD does approve a change to the charter standards, maximum effort will be applied to inform leaders of the standard changes, providing any necessary training that may be warranted because of the standard change.*

**m) Solicit input from local units regarding charter standards and provide adequate training and resources in support of adopted charter standards.**

*Explanation: Any local unit affiliation standard considered by the BOD will be field-tested with our local units prior to implementation, and any affiliation standard adopted will be supported with the necessary training. When the charter standards were initially developed, more than 60 local unit leaders and 20 region leaders were included in the field-testing group, and the input received was incorporated into the final standards. The BOD is committed to continuing to seek input before any charter standard is implemented.*

**n) Provide for a system of redress that will allow a local unit deemed to be not in compliance with this charter agreement and adopted standards to present its position and supporting materials for consideration.**

*Explanation: Any local unit accused of not being in compliance with an adopted affiliation standard will have the opportunity to present its case to the BOD before any action is taken by the BOD.*

**The ATPE local unit will:**

- a) Maintain and adhere to adopted local unit bylaws that shall govern the activities of the local unit.**

*Explanation: Local units must maintain an active set of bylaws that guide the local unit and must adhere to the bylaws when conducting local unit operations. The state office keeps on file a copy of each local unit's adopted bylaws, and the state will assist a local unit that wishes to amend its bylaws. Remember that a local unit's bylaws reflect the will of the local unit's members, and every effort should be made by the local unit's leadership to know what is in their bylaws and to adhere to the bylaws at all times.*

- b) Not adopt any amendments to the local unit bylaws that conflict or are inconsistent with those of the state.**

*Explanation: Each local unit must maintain an updated set of bylaws that is not in conflict with the state bylaws. If the state and local unit bylaws are in conflict, the state bylaws will prevail.*

- c) Operate only in a geographic area specified by the state and not compete outside of its specified area with other local units of the state.**

*Explanation: Local units are assigned to a specific ISD and must operate only within that specified district.*

- d) Agree to follow the terms of the licensing regarding specific uses and forms of the association's trademarks, including the association logo, slogan, and other elements that collectively constitute the ATPE "brand."**

*Explanation: ATPE has an interest in protecting its brand and reputation, as well as a legal obligation to do so. ATPE's brand is reflected in various ways, including through its trademarked logo and slogan. Local units are always free to use ATPE's brand components (logo, tagline, etc.), as long as the use falls within the terms of licensing. Detailed information regarding brand standards is available through ATPE Marketing & Communications. This has been standard practice since ATPE's inception.*

- e) Represent its local unit members but shall not adopt, communicate, or advocate any positions or beliefs that conflict or are inconsistent with those of the state.**

*Explanation: Local units should represent the voice of their local unit members, as long as the representation is not in conflict with the expressed will of the state. Any positions or beliefs adopted by the state are done so by the HOD and/or the BOD, both of which are member-governed entities whose role is to define the association's positions and beliefs on a statewide level.*

- f) Adhere to all applicable laws and regulations and avoid engaging in specific activities or operations that could incur legal or financial liability.**

*Explanation: As a regulated nonprofit, ATPE and its region and local unit affiliates have a legal obligation to adhere to all applicable laws and regulations that govern nonprofit associations. Additionally, local units must avoid situations where activity could put the local unit in legal jeopardy and require the local unit to expend members' dues dollars due to legal or financial liability. Specifically, regarding laws that govern the financial operations of a nonprofit entity, local units must always be good fiduciaries with their*

*members' dues dollars and should adhere to the financial standards as outlined by the BOD.*

- g) Provide budget and financial performance information to the state in a format that the state provides.**

*Explanation: The state will provide the necessary forms for local units to use when submitting financial information.*

- h) Provide access to local unit financial records for review to designated ATPE staff.**

*Explanation: If deemed necessary, local units will make their financial records available to the state office for review. Specific financial standards applied to each local unit are outlined in the ATPE Financial Standards adopted by the BOD.*

- i) Utilize the membership recruitment and retention/marketing materials provided by the state to recruit and retain members, without alteration in design or in content, unless specific approval is granted by the state.**

*Explanation: Each year, ATPE provides its local units with the necessary membership recruitment and retention materials for the local unit to implement its membership recruitment and retention efforts. The materials provided by the state are professionally written and designed and undergo a thorough review by legal experts to ensure the materials are accurate and meet all legal requirements. Local units should use the standard recruitment/retention materials provided by the state and must not alter the design or content of the materials provided without permission from the state. The state will, upon request and on a limited basis, consider preparing additional materials or customizing materials provided.*

- j) Have the right to terminate the relationship with the state. If the relationship is terminated by either party, the local unit may no longer use the intellectual property of the state or represent that it is affiliated with the state. The local unit's financial and other assets, including rebates, will revert back to the state.**

*Explanation: If a local unit's members decide to disaffiliate with the state, or if the state moves to rescind a local unit's charter, the local unit must immediately cease to use any brand item (logo, trademark), materials, or other property of the state. Additionally, the local unit will close all bank accounts and forward all remaining local unit funds, along with an accounting of such funds, to the state office.*

- k) Initiate legal action on behalf of the local unit or its members only with prior approval from the ATPE BOD.**

*Explanation: A legal action that is unilaterally initiated by a local unit may have unintended consequences that may negatively impact the state or its regions and local units. Additionally, legal action can be expensive and could drain a local unit's resources. From time to time, a local unit may consider taking legal action against its local school board or another entity, but a local unit must not engage in any legal action on behalf of ATPE without first receiving permission to do so from the BOD.*

- l) Adhere to all other charter standards duly adopted by the state and applied to the local unit.**

*Explanation: Local units must comply with all local unit charter standards adopted by the BOD and HOD now and in the future. The state will work with all local units to ensure compliance with any adopted charter standards, including providing all necessary support materials and training that will facilitate the charter standards' implementation.*