



# VSCPA Mission, Vision and Goals

## **Mission**

To enhance the success of CPAs.

## **Vision**

To be the premier organization providing solutions for CPAs and society at large.

## **Goals**

### **Member Relations**

The VSCPA provides a valuable membership experience through programs that connect members, provide a knowledge network, encourage active chapters and engage members in their professional community. The VSCPA strives to:

- Communicate professional issues and important, timely information to members.
- Provide forums for members to discuss issues that affect VSCPA and the CPA profession.
- Offer face-to-face and virtual networking opportunities for all membership segments.
- Maintain positive, collaborative relationship with local chapters.
- Engage volunteers to help advance the VSCPA and CPA profession.
- Implement recruitment and retention campaigns to grow membership.

### **Awareness and Enhancement of the Profession**

The VSCPA enhances the image of the CPA profession, the VSCPA and its members by increasing awareness of the diverse services that CPAs provide to business decision makers, media, the general public, students, educators and other key groups. The VSCPA strives to:

- Provide a financial literacy initiative to educate the public on wise money management and personal finance.
- Offer community service programs to promote CPAs on local level and offer members meaningful volunteer opportunities.
- Increase awareness of CPA services through a statewide image advertising campaign.
- Maintain positive media relationships to increase exposure of the diversity of CPA services.
- Attract individuals to the CPA profession through student and educator outreach programs.
- Support the VSCPA Educational Foundation's goal to attract future CPAs through accounting scholarship and award programs.

### **Legislation and Regulation**

The VSCPA proactively protects the CPA profession and its legislative interests through a comprehensive advocacy program. The VSCPA strives to:

- Promote a strong legislative agenda that reflects the professional needs of Virginia CPAs.
- Monitor, participate in and influence legislation and regulation affecting Virginia CPAs.
- Promote strategies for CPAs to contribute to the common welfare of Virginia citizens.
- Maintain a grassroots program to utilize Virginia CPAs in the advocacy process.
- Support the CPA Political Action Committee of Virginia's goals to financially support friends of the CPA profession and encourage VSCPA members to hold public office.

### **Lifelong Learning and Professional Growth**

The VSCPA helps individuals develop and grow professionally through a comprehensive, multi-faceted lifelong learning program. The VSCPA strives to:

- Offer in-person and online educational opportunities to meet all learning needs, including conferences, seminars, self-study and customized, on site training.
- Analyze all educational offerings to improve profitability of products and services.
- Identify competitors and align marketing strategies to increase customers.
- Implement new technologies to provide cutting-edge educational programs.
- Assess customer needs and markets to build customized educational programs.

### **VSCPA Resources and Capabilities**

The VSCPA maintains financial stability and profitability while providing adequate resources to advance the organization's goals. The VSCPA strives to:

- Facilitate a strategic planning process that assesses member needs and feedback to shape VSCPA mission, vision and goals.
- Grow organizational leadership by educating and supporting the VSCPA Board of Directors, volunteer leaders and staff as well as identifying and developing of new leaders.
- Implement technology to provide valuable, top-notch services to members.
- Maintain a current and accurate database of information.
- Identify new revenue streams while maintaining sound financial policies and reserves.
- Effectively manage the Richmond CPA Center and other VSCPA assets.

## **Top Five Strategies 2009-2012**

1. **Address the unique opportunities and challenges in our geographic areas.**  
Demographic and membership research reveals the Northern Virginia area has a large, untapped market for membership recruitment and CPE, as well as unique geographic challenges. Faced with competition from bordering state societies and other related organizations, asserting the VSCPA brand by targeting efforts in Northern Virginia will benefit the entire organization. At the same time, attention to other geographical challenges may be addressed.
2. **Serve as the premier provider of education to CPAs and other accounting professionals in a challenging and changing environment.**  
Training on current topics and information in a variety of educational formats can help our members and others in the CPA community fulfill their continuing education requirements and respond to clients and employers on timely issues.
3. **Be a resource of unbiased information on Virginia business, finance and economy.**  
The public and members can look to the VSCPA to provide truthful, relevant information on business, finance and economic matters affecting Virginia. Whether it's conducting surveys on the opinions of Virginia CPAs, offering consumer workshops on financial literacy or serving as a resource to Virginia legislators, the integrity and specialized knowledge of the CPA will promote the designation and the VSCPA brand.
4. **Provide a membership dues and category structure to promote a healthy pipeline of members.**  
Offering more flexible and relevant options for entry into the VSCPA will encourage potential and new CPAs to experience the value of VSCPA membership — thus promoting a lifetime affinity with the organization.
5. **Offer an initiative for students and young professionals that supports aspiring and new CPAs.**  
The VSCPA's success relies on a steady stream of candidates entering the CPA profession. From college through a young professional's career, the VSCPA can make an impact by promoting accounting education and CPA careers, providing leadership training and networking and emphasizing the VSCPA as the "home" for Virginia CPAs.



## **Virginia Society of CPAs Chapter Agreement**

This Chapter Agreement (hereinafter referred to as “Agreement”) is executed as an agreement between the Virginia Society of Certified Public Accountants (hereinafter referred to as “VSCPA”), a 501(c) 6 not-for-profit professional association organized and operating under the laws of the State of Virginia, and the Chapters of the Virginia Society of Certified Public Accountants Chapters (hereinafter referred to as “Chapter”), separate 501 (c) 6 not-for-profit professional associations organized and operating under the laws of the State of Virginia, and will become binding on the last date below the signature line when signed by authorized representatives of both parties. The relationship of VSCPA and Chapter to each other is that of independent organizations.

### **Purpose of Agreement**

- To define a relationship that encourages collaboration, communication, and positive, supportive working organizations;
- To outline opportunities to better achieve mutual goals; and
- To identify how the organizations will collaborate for future leadership success.

### **VSCPA Responsibilities**

VSCPA is committed to the success of the Chapter and will support it with guidelines, tools, platforms and training to assist the Chapter as outlined in this Agreement.

- Provide a leadership connection. VSCPA chair and president will endeavor to visit all chapters at least once each year, and the VSCPA president will reach out to chapter officers additional times throughout each year. VSCPA will encourage chapter officer attendance at VSCPA Board meetings and pay for reasonable travel costs in accordance with the travel guidelines established by the VSCPA and communicated to the Chapter Officers. VSCPA will encourage chapters to nominate candidates for the VSCPA Board of Directors, and send nominations packet to chapter officers annually. VSCPA will provide Chapter with updated copies of all strategic plans, policies and procedures.
- Provide leadership training and outreach. VSCPA will organize Chapter Leadership Committee each year and schedule quarterly conference calls. VSCPA will hold one Chapter Leadership Rally each year and reimburse reasonable hotel and mileage costs for up to 2 attendees per chapter in accordance with the travel guidelines established by the VSCPA and communicated to the Chapter Officers. VSCPA will encourage chapter leaders invited to attend annual Leaders’ Summit and will pay hotel. VSCPA will offer the Chapter Circle of Excellence Awards to recognize chapters for their important contributions. VSCPA staff will attend chapter meetings, as needed, based on area of expertise. VSCPA will provide chapters quarterly membership reports, including lists of VSCPA members in the chapter area who have not joined the chapter and profiles of demographic breakdowns of the chapter area.
- Provide communication vehicles. VSCPA will provide an e-mail listserve for chapter officers to collaborate, share advice and best practices. VSCPA will maintain an online Chapter Officers Resource Center on [www.vscpa.com](http://www.vscpa.com), including a Chapter Officers Training Manual that can be downloaded. VSCPA will give each chapter its own Web page on [www.vscpa.com](http://www.vscpa.com) to help promote the chapter, announce events, etc. VSCPA will promote chapters and publish information in bimonthly *Disclosures* magazine. VSCPA will send one recruitment e-mail per year to all members promoting chapter membership. VSCPA will provide e-mail services and other discounts through the Chapter Administrative Services Program (outline of fees and services is attached as Exhibit A).
- Allow usage of VSCPA intellectual property. During the Term of this Agreement, and on the terms and subject to the conditions hereinafter set forth, VSCPA hereby grants to Chapter the right to use, and Chapter hereby undertakes to use (the “License”),
  - the logos and trademarks of VSCPA (guidelines attached as Exhibit B), including usage of official name “Virginia Society of Certified Public Accountants” and

- VSCPA membership lists as outlined in this agreement. Once per year, the VSCPA will provide Chapter an Excel file of VSCPA members in the Chapter region and provide quarterly Excel files of new members in the Chapter region. Excel files provided to Chapter will include member name and firm/company mailing address. Due to VSCPA privacy policies, e-mail addresses cannot be included.

Both VSCPA logos, trademarks and membership lists are hereinafter collectively referred to as "Intellectual Property".

## Chapter Responsibilities

Chapter agrees to support, promote, and pursue the goals and objectives set forth by the current strategic plan of VSCPA, and by the policies and procedures of VSCPA.

- Require state CPA society membership. The Chapter will require VSCPA membership or membership in another state CPA society as a pre-requisite for chapter membership for CPAs. The terms and conditions of membership in VSCPA shall be determined exclusively by VSCPA, and shall be set forth in VSCPA's Bylaws. The terms and conditions of membership in Chapter shall be determined exclusively by Chapter, and shall be set forth in Chapter's Bylaws. Chapter shall maintain a copy of its original Chapter Bylaws as well as all bylaw amendments at VSCPA.
- Provide leadership and membership reports. To enhance communications between organizations, Chapter will provide annual leadership and membership reports to VSCPA by May 1 of each year. Information should include newly elected Chapter directors and officers; current number of Chapter members; current roster of Chapter members; annual dues structure and fees; number of meetings/events held annually; and number of CPE hours provided during the year. Please use most up-to-date information — plans for upcoming fiscal year if applicable or records at the end of prior fiscal year.
- Coordinate Government Affairs programs. Due to the critical need to comply with state lobby laws and maintain consistency in message, the Chapter must work with the VSCPA in planning, holding, conducting or performing government affairs efforts within the chapter area.
- Coordinate media relations efforts. The VSCPA encourages Chapter to collaborate on media relations efforts to maximize media impact, promote accurate tracking/measurement and ensure consistency in message. If contacted by the media, Chapter should communicate with the VSCPA. VSCPA can provide talking points, background materials and other assistance in preparing for media interviews. When asked to speak or express views on behalf of the VSCPA, Chapter must follow VSCPA Media Relations Policy as proscribed by the Board of Directors (see Exhibit C).
- Observe policies and style standards in usage of VSCPA intellectual property. During the Term of this Agreement, and on the terms and subject to the conditions hereinafter set forth, the Chapter will observe VSCPA policies and guidelines (see Exhibit B) when using VSCPA intellectual property (i.e. the logos and trademarks of VSCPA as well as VSCPA membership lists provided to Chapter). The Chapter recognizes the VSCPA's intellectual property is one of its most valuable assets and will actively monitor unauthorized usage. VSCPA membership lists provided to Chapter should be used for recruitment of new members, promoting professional programs and verifying VSCPA membership of chapter members. Other usage of VSCPA membership list is strictly prohibited.

## Mutual Responsibilities

- Promote membership. The VSCPA and Chapter will promote membership in both organizations in their communication and marketing efforts for recruitment and retention.
- Offer quality programs. The VSCPA and Chapter shall sponsor and conduct programs and activities that further the purposes and objectives of both organizations, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall use, to the extent possible, materials available through VSCPA in support of such programs and activities.
- Coordinate programs. The VSCPA and Chapter will communicate, on a regular basis, schedules of upcoming meetings, conferences and seminars, as well as other programs and activities that

both organizations intend to sponsor or conduct. The Chapter will avoid competing with VSCPA-sponsored programs and activities when possible.

- Encourage collaboration. The VSCPA and Chapter will collaborate and partner on member programs, activities and services when possible. For example, the VSCPA offers the Chapter Circle of Excellence Awards as a way to recognize the Chapter's growth, success and participation in VSCPA-sponsored programs and activities (see Exhibit D).

### **Period of Agreement**

Both the VSCPA and the Chapter agree to use their best efforts in the performance of this Agreement and the fulfillment of its purposes. This Agreement shall remain in effect for an initial period commencing on the date of execution, and continuing until April 30, 2009. The Agreement shall automatically renew from year to year thereafter, for successive twelve (12) month periods, unless VSCPA gives ninety (90) days written notice to the Chapter OR Chapter provides VSCPA ninety (90) days written notice of its intention to terminate the Agreement.

- Upon termination of this Agreement, by either party for any reason or natural expiration of this Agreement, Chapter's license to use VSCPA Intellectual Property (i.e. official name, logos, trademarks and membership lists) and copyrighted materials shall immediately cease and all rights granted to Chapter shall revert to VSCPA. Chapter shall immediately refrain from further use or reference to the Intellectual Property and may no longer claim any affiliation with VSCPA.
- Upon termination of this Agreement, should Chapter completely dissolve, Chapter agrees that after satisfying all outstanding debts and obligations remaining assets will be distributed according to the Chapter Bylaws.

No term or provision of this Agreement shall be deemed waived or any breach excused, unless such waiver or consent shall be requested in writing and signed by both the VSCPA and Chapter.

### **Indemnification and Liability.**

The VSCPA and Chapter agree to indemnify and hold each other harmless for all claims, liabilities, judgments and costs, including attorneys' fee and court costs, of third persons arising out of the negligent acts, omissions or willful misconduct of each other. Chapter agrees to carry all liability and other insurances that VSCPA may require of Chapter. Since both parties are separate not-for-profit organizations, accordingly, neither VSCPA or Chapter shall have liability for the acts nor omissions of the other nor the authority to make representations on behalf of the other to third parties except as described in this Agreement. As such, neither party shall share in the profits or losses of the other.

### **Representations and Warranties**

Each of the VSCPA and Chapter represent that the undersigned has the right, power and authority to execute this Agreement and perform its obligations hereunder and to grant the rights set forth herein. This Agreement shall be governed by the laws of the State of Virginia. Any dispute arising under the terms of this Agreement shall be adjudicated by binding arbitration with the cost being borne equally by the disputing parties.

#### **Virginia Society of CPAs**

#### **VSCPA Chapter**

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(Signature)

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