



August 31, 2018

The Rev. Amy E. Greene  
Chairperson  
ACPE  
One West Court Square  
Decatur, GA 30030  
Via email: [greenae3@ccf.org](mailto:greenae3@ccf.org)

Amy:

The American Association of Pastoral Counselors (AAPC) and ACPE: The Standard for Spiritual Care and Education by signing this letter of intent state that they are willingly and openly entering into formal discussions with the intention to move toward becoming one legal entity.

This is based on shared history and values as well as shared mission and vision for the future of both organizations. It is also based on the recognition of shifts in current internal circumstances and external environmental influences that will make each organization stronger and more influential together than either is alone.

At the completion of the transition, ACPE will be the lead organization and all operations, assets and liabilities will be transferred to ACPE for long-term strategic management, oversight and programmatic execution, including funds specifically dedicated to AAPC's MAP endowment fund.

The AAPC Board of Directors reviewed and unanimously approved this letter on August 30, 2018.

Toward these ends we agree to the following:

- To create a Transitional Task Force to be convened and to hold its first meeting no later than Sept. 14, 2018.
- The Task Force will be constructed of three leaders from each organization who possess the requisite skill sets and an understanding of the needs of the discrete systems and operations as they come together. Organizational staff, volunteers and consultants may be consulted and/or asked to temporarily participate in the Task Force as needed.
- The Task Force will consider all aspects of this consolidation, including, but not limited to:
  - Ensuring continuity of AAPC operations during the transition.
  - Ensuring AAPC members are able to maintain a unique identity within ACPE in recognition of past history and member concerns.
  - Overseeing the legally appropriate transfer of MAP endowment funds to ACPE in accordance with all applicable federal and state laws and regulations and with concern for the original intent of donors to the fund.

- The Task Force will outline what the future of the combined organization will seek to accomplish in regards to:
  - Charting a path from AAPC membership to ACPE membership that encourages, rather than alienates, current or past AAPC members due to timing, costs or changes in process.
  - Charting a shortened path for “re-certification” for former AAPC PCS, Diplomates, Fellows, and CPC members that meets members’ needs with endorsing bodies and state pastoral counseling licenses, and that focuses on future needs of pastoral counseling. The specific titles and categories may be revised and renamed to focus on future needs of pastoral counseling and for new members wishing to be certified.
  - Charting a shortened path for “re-accreditation” for former accredited counseling and/or training centers, also with an eye toward future needs in the pastoral counseling field.
  - Determining new certification processes for AAPC members that have not held a certification in the past.
  - Deciding how volunteer elected leadership will be structured to ensure AAPC members have a voice at the ACPE Board of Directors level.
  - Empowering current and new creative programming and educational initiatives from each organization.
  - Expanding fields of impact, widened by the connections and collaboratives each organization has and is building.
  - Determining how AAPC will transition from its current regionally driven programming and administrative functions to ACPE operations, programming, Communities of Practice, training, etc., taking into account the implications for current AAPC Regional leadership, staffing and programming.
  - Developing a clear, appropriate, and timely plan for transfer of funds from AAPC to ACPE ensuring that all expenses related to any AAPC liabilities as well as expenses related to the final dissolution of AAPC as a separate entity are appropriately allocated.
    - The plan will include a timeline and guidelines on how monies can or will be used, including monies that are currently designated as AAPC regional funds and investments, as well as AAPC fiscal agent funds, the MAP endowment fund and other investments and assets.
  - Analyzing and advising on the financial considerations and impact these changes will have for AAPC and ACPE individually as well as together, with a focus on ensuring long-term fiscal health for the combined entities.

- The Task Force will develop a formal memorandum of understanding (MOU) that will outline the specifics of the operational changes working toward the goals of:
  1. Having an approved and signed MOU no later than December 1, 2018.
  2. Completing transition of AAPC day-to-day operations from its outsourced association management firm to ACPE no later than March 31, 2019.
  3. Completing shut down of AAPC independent operations no later than June 30, 2019.
  4. Dissolution of AAPC as a legal entity and the filing of its final Federal and Virginia State tax filings, which should occur on or before Nov. 15, 2019.

ACPE will serve as the lead organization in providing administrative support for the process, while AAPC will commit volunteer leadership and the resources of its outsourced management firm to the fullest extent resources allow.

### **Conditions to Consolidation**

The consummation of the consolidation of AAPC into ACPE will be subject to the satisfaction of customary conditions, including, without limitation, the following:

- The negotiation, execution, and delivery of definitive agreements satisfactory to each of the parties.
- Maintenance of AAPC and ACPE's operations in the ordinary course, and the absence of any material adverse change in either organization's financial condition or material change in the conduct of its operations as of the date of this Letter of Intent.
- AAPC or ACPE not seeking or requesting any type of bankruptcy protection or bankruptcy procedure.

### **Binding Agreement**

Other than "Conditions to Consolidation" noted above and this Binding Agreement section (including the commitment to confidentiality herein), which are intended to be and are legally binding, this letter is non-binding, constitutes an indication of intent only, and creates no liability or obligation of any nature whatsoever among the parties hereto with respect to any contemplated matter or action described or referred to herein.

Legally binding obligations with respect to the contemplated transaction will only arise upon execution of a definitive agreement and related agreements.

This document, all negotiations associated with it, and all information provided by one party to the other related to or in connection with the transaction contemplated herein are confidential and shall not be disclosed to any outside party (other than the party's members, directors, officers, employees, attorneys, accountants, financial advisors and professional consultants who agree to keep the information confidential) without the express written permission of the other party.

["Confidential Information" shall mean any information (whether written or oral) disclosed by one party ("Discloser") or its affiliates or their agents or representatives to the other party ("Recipient"), whether such disclosure was made prior to or subsequent to the date of this Letter of Intent, about the negotiations regarding a potential consolidation of the parties. Confidential Information shall not include information that: (1) is or becomes a matter of public knowledge through no fault of Recipient; (2) is rightfully received by Recipient from a third party without a duty of confidentiality; (3) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (4) is independently developed by Recipient; (5) is disclosed by Recipient with Discloser's prior written approval; or (6) is disclosed under operation of law, regulation or court order, provided that Recipient provides Discloser with prompt notice of any efforts to compel disclosure so that Discloser may seek a protective order or other appropriate remedy.


Except as expressly permitted herein, the Recipient shall maintain in strict confidence all Confidential Information disclosed to it by the Discloser or its affiliates or their agents or representatives and shall use Confidential Information only for negotiations, discussions, and evaluations related to a potential consolidation of the parties ("Purposes"). Recipient shall protect the disclosed Confidential Information by using the same degree of care as Recipient uses to protect its own information that it desires to keep as confidential, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information. The Recipient may share Confidential Information or portions thereof with its members, managers, directors, officers, employees, attorneys, accountants, financial advisors and professional consultants, provided that such persons agree to keep the information confidential and agree to use the information only for the above stated Purpose in accordance with the terms of this Agreement.]




If the foregoing is satisfactory, please indicate your agreement with the foregoing by countersigning a copy of this letter and returning it to AAPC's attention at: [info@aapc.org](mailto:info@aapc.org) and [tere.canzoneri@gmail.com](mailto:tere.canzoneri@gmail.com). We look forward to proceeding together on this historic effort.

Accepted by:

**For AAPC:**

  
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Tere Tyner Canzoneri, President Aug. 31, 2018  
Date

  
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Rev. Dr. Claire W. Bamberg, Vice President Aug. 31, 2018  
Date

**For ACPE:**

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Rev. Amy E. Greene, Chairperson Date

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Rev. Melissa Walker-Luckett, Chair-elect Date