

AMENDMENT NO. _____ TO STATE AFFILIATE AGREEMENT
STATE OF _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the School Nutrition Association (“SNA”) and _____ (“State Affiliate” or “Affiliate”) hereby amend that certain State Chapter Affiliation Agreement (“Agreement”) effective the ___ day of ____, 2018, pursuant to Section IX – A of the Agreement, as follows:

I. Section II - B of the Agreement is deleted and the following language is substituted in its place:

B. Membership Types: Affiliate membership categories will use the membership dues categories outlined by SNA, as they appear on the SNA membership application. Affiliate is encouraged to align all membership dues categories with SNA’s membership dues categories; however, Affiliate may offer additional membership options which do not overlap with SNA membership categories for persons who do not qualify within any of SNA’s membership categories.

II. Section II – E is added to the Agreement with the following language:

D. SNA Membership for Voting Directors: All voting Members of the State Affiliate’s Board of Directors shall maintain dual membership in SNA. This requirement does not apply to non-voting members or honorary members of the State Affiliate’s Board of Directors.

III. Section II - C of the Agreement is deleted and the following language is substituted in its place:

C. Direct-to-National Membership Processing: All membership dues for dual members who are both new and renewing, including, but not limited to, state dues, SNA dues, and SNA processing fees, as applicable, are to be submitted to SNA. Upon receipt of payments for dues for dual members, SNA will remit to the Affiliate the state dues for each member based on the state dues amount, as determined by the Affiliate, after processing has been completed by SNA each month in a timely basis, not to exceed 45 days, via Automated Clearing House (“ACH”) payment to the Affiliate’s bank account. A corresponding State Dues Rebate Report will be sent to the Affiliate. If membership dues and applications are received at the state or local chapter level for dual members, they will be submitted to SNA for processing and deposit on a timely basis, not to exceed 45 days.

Affiliate will process all state-only membership applications.

IV. For purposes of this Agreement, the term “key organizational documents” in Section IV-B-1 shall mean: (a) the State Affiliate’s Bylaws; (b) the State Affiliate’s Articles of Incorporation and (c) the State Affiliate’s IRS non-profit status determination letter.

V. Section IV-B-1 of the Agreement is deleted and the following language is substituted in its place:

1. As a condition of entering into this Agreement, Affiliate has provided to SNA a copy of all of its key organizational documents, in an incorporated organization these include the Articles of Incorporation and Bylaws. Affiliate agrees that its organizational documents are and will remain consistent in all material respects with and will not conflict with the organizational documents of SNA as well as the mission and purpose of SNA. Affiliate will keep its Bylaws up-to-date. SNA will have authority in its sole discretion to determine the acceptability of the Affiliate's organizational documents for admission and continuation as an Affiliate.

SNA's review shall be performed using the attached State Affiliate Bylaws Checklist. The State Affiliate Bylaws Checklist shall be a part of this Agreement and shall remain in effect unless and until the SNA Delegate Assembly votes to change the SNA Bylaws in a way that causes the SNA Bylaws to be inconsistent with the State Affiliate's Bylaws. If any such change to the SNA Bylaws affects the requirement that the State Affiliate Bylaws be consistent with the SNA Bylaws, then SNA shall issue a revised State Affiliate Bylaws Checklist which shall be part of this Agreement.

VI. Section IV-B-2 of the Agreement is deleted and the following language is substituted in its place:

2. Before any amendments to the Affiliate's Bylaws are formally presented to the Affiliate membership for consideration or vote, the Affiliate will submit the proposed amendments(s) to SNA with a request that the proposed Bylaws amendments be reviewed for conformity with the Bylaws, organizational documents and policies of SNA. The Affiliate will allow 30 days for SNA to review the proposed bylaws and provide comments or revisions to the Affiliate. The Affiliate will furnish SNA with a copy of all amended and updated Bylaws approved by the Affiliate within 90 days after the date approved.

VII. Section IV-D of the Agreement is deleted and the following language is substituted in its place:

D. Insurance: The Affiliate will procure insurance coverage for its operations, activities, meetings and programs, to include but not limited to: premises, operations, property, personal injury, special events/trade show, Employment Practices Liability Insurance (EPLI) where applicable, directors and officers, or association and umbrella liability coverages with comprehensive coverage for specific liabilities. A certificate of insurance will be provided to SNA upon request confirming a minimum of \$1,000,000 per occurrence in general liability, association, and directors' and officers' coverage and a like amount in umbrella coverage. Affiliate will consult annually with its insurance agent to determine the amounts and types of coverage necessary for its operations and, if requested, will provide such information to SNA.

VIII. Section VII of the Agreement is deleted and the following language is substituted in its place:

Affiliate hereby indemnifies and holds harmless SNA and its officers, directors, representatives, members, employees and their successors and assigns and SNA hereby indemnifies and holds harmless Affiliate and its officers, directors, representatives, members, employees and their successors and assigns from and against any and all damages, suits, claims, obligations, costs and expenses (including reasonable attorneys' fees) which may arise by reason of (i) any negligent or deliberate act or negligent or deliberate failure or omission to act; or (ii) any breach of the representations or obligations imposed by this Agreement. This paragraph will survive the termination of this Agreement.

IX. Section H – Advocacy of the Agreement is deleted and the following language is substituted in its place:

Advocacy: Affiliate may advocate for school nutrition programs at the state and federal level. The Affiliate's legislative agenda or positions, however, may not conflict with SNA's Annual Position Paper, statements of position or Annual Legislative Plan. Members of the Affiliate's Board of Directors shall not publicly oppose SNA's national advocacy plans, objectives, statements or Position Paper when representing Affiliate or when acting, speaking or writing as a member of the Board of Directors of the Affiliate.

Except as modified by this Amendment, the Agreement shall remain in full force and effect.

This Amendment is executed and entered into by the respective duly authorized representatives of SNA and the State Affiliate, this ____ day of _____, 20__.

SCHOOL NUTRITION ASSOCIATION

By: _____

Title: _____

Witness: _____

[STATE AFFILIATE]

By: _____

Title: _____

Witness: _____

10/22/2018