

CALIFORNIA PROPOSED AMENDMENTS

Section II - E of the latest amendment should be stricken. California SNA has dual members and state only members. We have operated this way since the beginning, and shouldn't be required to make our state only members 2nd class citizens by imposing restrictions on them. This paragraph was added in the October 22nd proposed amendment, and should not be here because it repeats requirements listed in IV.K.

Section IV - B of the Agreement should be modified as follows:

B. Articles of Incorporation, Bylaws and Other Requirements:

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.~~
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.
3. Affiliate hereby acknowledges receipt of a copy of the Bylaws and Mission Statement of SNA and expressly agrees ~~to comply with and conform to all of~~ **not to conflict with** the terms and provisions of the SNA Bylaws and Mission Statement and all duly adopted amendments, revisions and modifications.
4. The Affiliate expressly acknowledges the objectives of SNA as set forth in the Bylaws of SNA and Mission Statement of SNA, and agrees to take any and all such actions as appropriate to implement such objectives and to enhance the reputation and goodwill of SNA, the Affiliate and all members.

Section IV - G of the Agreement should be modified as follows:

G. Support of National Advocacy Efforts: Affiliate will actively support SNA's Annual Legislative Plan and other regulatory or legislative advocacy efforts initiated by SNA, including

timely responding to reasonable and necessary requests for action or information from SNA. Affiliate will promote advocacy action requests to state members through available channels. ~~Affiliate, its officers, directors, committee chairs and members of the Board will not publicly oppose SNA's national advocacy plans, objectives, statements or Position Paper.~~ Need for this sentence has been replaced with the amended Section IV H Advocacy

H. Authorized Activities: Affiliate will make every effort to sponsor and conduct programs and activities that further the mission and purpose of SNA and will use its best efforts to ensure that such programs are of the highest quality and usefulness to members. Affiliate may also develop and implement its own programs, so long as they are **not in conflict with the overall mission of SNA.** This just needs to be clarified, examples given so far are concerning. SNA specifically authorizes the Affiliate to conduct the following activities within the State:

And Such Other Activities consistent with the mission and purpose of SNA which SNA may from to time to time authorize the Affiliate to conduct. Does anything not listed here have to be specifically agreed to by SNA, such as webinars, apps, etc? Technology will continue to provide new opportunities for the Affiliates, and the states and the Affiliates need the flexibility to grow and move with the times, and not be hampered with an authorization process.

Section IV - K of the Agreement should be modified as follows:

K. State Board Members: The Affiliate will be governed by a Board of Directors or Executive Board, all of whom will be **SNA** members in good standing who work in the State and are appointed or elected by its members in accordance with the Affiliate's organizational documents and Bylaws. The officers of the Affiliate will include, but are not limited to, President, President-Elect and Secretary/Treasurer (Secretary and Treasurer may be two separate positions). The Affiliate will elect or appoint officers and directors of the Affiliate in accordance with the Affiliate's Bylaws and organizational documents. The Affiliate agrees to notify SNA electronically within thirty (30) days of any election or appointment identifying the new officer(s) and/or director(s) with their respective contact information.