

# STATE CHAPTER AFFILIATION AGREEMENT

This State Chapter Affiliation Agreement (“Agreement”) between the School Nutrition Association (“SNA”), a non-profit corporation, and \_\_\_\_\_ (referred throughout this Agreement as “Affiliate”), a (non-profit corporation) (unincorporated association) with its principal office and place of business located at \_\_\_\_\_, is effective the \_\_\_\_ day of \_\_\_\_\_, 2017. This Agreement will be in place once signed through perpetuity. Any updates will be communicated to all Affiliates and will not require the Agreement to be resigned.

WHEREAS, SNA and Affiliate have a long-standing cooperative, transparent and mutually supportive relationship serving members belonging to both organizations; and

WHEREAS, SNA and Affiliate desire to enhance their supportive relationship, to define their respective rights and obligations, and to further their mutual cooperation by entering into this written Agreement;

THEREFORE, SNA and Affiliate agree as follows:

## I. Affiliate Charter

**A. Mission Statement:** SNA is the national organization of school nutrition professionals committed to advancing the quality of school meal programs through education and advocacy. School nutrition programs nationwide will be strengthened through collaboration with Affiliates of SNA as provided in this Agreement.

**B. Charter:** SNA hereby grants to Affiliate a non-exclusive charter to be an Affiliate of SNA with the benefits and obligations as provided in this Agreement. For the duration of this Agreement, the Affiliate is authorized to use the name, trademark and logo of SNA in or in conjunction with the Affiliate’s name, acronym and logo, in conjunction with the Affiliate’s activities as authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines provided to the Affiliate by SNA.

**C. Term:** This Agreement is effective on the date stated above and will remain in force indefinitely unless terminated as provided below. Upon termination, SNA and Affiliate will have no further obligations, and Affiliate will cease all use (if any) of SNA’s intellectual property. This includes, but is not limited to, SNA’s name, trademark and logo, and SNA will cease all use of Affiliate’s intellectual property, PROVIDED, HOWEVER, that all provisions of this Agreement which by their nature are or were expressly intended to survive termination of this Agreement shall survive termination of this Agreement.

**D. State:** Affiliate will represent SNA as SNA affiliate in [NAME OF STATE] (the "State"), pursuant to, in furtherance of, and in accordance with SNA’s mission and purpose, as set forth in SNA’s Articles of Incorporation and Bylaws or as otherwise established or amended by SNA’s Board of Directors. The Affiliate acknowledges that this designation is exclusive within the State.

## II. Membership

**A. Membership Requirements:** All members applying for membership in SNA or the Affiliate will be a member in both SNA and the Affiliate and must maintain such dual membership at all times. Affiliate will be responsible to ensure that members comply with the dual membership requirement. Both parties agree to jointly promote membership in both organizations.

**B. Membership Types:** Affiliate membership categories will use the membership dues categories outlined by SNA, as they appear on the SNA membership application.

**C. Direct-to-National Membership Processing:** All membership dues for both new and renewing members, including, but not limited to, state dues, SNA dues, and processing fees, as applicable, are to be submitted to SNA. Upon receipt of payments for dues, 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, they will be submitted to SNA for processing and deposit on a timely basis, not to exceed 45 days.

**D. School District-Owned Membership:** Affiliate must offer the School District-Owned Membership (“SDM”) option and any SDM-related incentives (for example, the “5 and 1 free” incentive in which the purchase of 5 new memberships results in one additional free new membership). Affiliate will not revert to only offering the Individual Membership option to the school districts within the State.

## III. Obligations of SNA

SNA reserves the right to modify, improve, replace or add to the below programs as deemed necessary and Affiliate will receive the benefits of all such modified, improved, replacement or additional programs. Affiliate will receive the following services as provided by SNA:

**A. SNA Strategic Plan and Annual Plan of Action:** SNA will create and present an Annual Plan of Action, based on the SNA Strategic Plan, each year at the National Leadership Conference (“NLC”) and will provide materials to assist the Affiliate in creating an Annual Plan.

**B. SNA Delegate Assembly:** SNA will host a Delegate Assembly meeting annually for delegates from the Affiliates, as provided in SNA bylaws, to hold policy discussions on important topics relating to school nutrition and to vote on any amendments to the SNA bylaws, as provided in the SNA Bylaws.

**C. General Support:** Affiliate may expect that SNA Board and headquarters staff will provide reasonable and necessary support and will answer questions relating to SNA programs and activities. SNA will provide annual orientation session(s) for Affiliate leaders.

**D. Online Support:** SNA will maintain a State Support Center on the SNA website for State leaders, which includes resources on governance, membership and SNA member programs, SNA Certificate/School Nutrition Specialist (SNS) Credentialing programs, state conferences, newsletters, and support for SNA affiliates.

#### **E. Membership Services:**

**Membership Materials for State Conferences and Recruitment Efforts:** SNA will provide Affiliate with materials to promote SNA membership and participation in SNA programs as requested by Affiliate under the SNA guidelines.

**Membership Rosters/Reports:** Affiliate leaders may access up-to-date information on state membership online and SNA will provide leaders with a detailed membership report monthly.

**Membership Recruitment Recognition Program:** SNA will offer an incentive program for members to recruit and retain members to SNA.

**State Awards:** SNA will offer awards to Affiliates increasing membership and SNA Certificate holders and SNS Credentialed individuals within the state.

**Membership Drives:** SNA will facilitate membership drives to promote the recruiting of new members to SNA.

**F. State Visits by SNA Board of Directors:** As outlined in the SNA National Leadership State Visitation Policy, SNA will pay the travel expenses for SNA Board of Director members to visit state conferences to present important updates, information and educational sessions.

**G. Welcome Webinar:** SNA will present a live or recorded welcome webinar annually for new members to learn about their member benefits.

**H. National Conferences:** SNA will provide the following conference opportunities for Affiliate leaders:

- Meetings for Affiliate Presidents and Presidents-Elect at the SNA Annual National Conference (“ANC”) and Legislative Action Conference (“LAC”).
- State Association Executives/Staff meetings at NLC, ANC and during the summer to offer paid state staff with an opportunity to connect, share and learn with each other and SNA staff;
- National Leadership Conference (“NLC”) for incoming state leaders to learn association management and leadership best practices and network with state and national leaders;
- Future Leaders Program, in conjunction with NLC, to prepare potential leaders to take a role in the Affiliate;

## **I. Communication and Marketing:**

**Affiliate E-Newsletter:** SNA will provide a e-newsletter with information and SNA updates for Affiliate leaders to use and share across all communication medium.

**Affiliate Webinars:** SNA will regularly host webinars to provide SNA updates to Affiliate leaders.

**PR Campaign:** SNA will develop and share public image and marketing tools to help Affiliates and their members promote their school nutrition programs.

**Media Relations:** SNA will provide talking points, template press releases and guidance, as needed, to assist state associations and school districts in positively working with local media channels

**SNA Awards Program:** SNA will provide Affiliates with materials and support to administer and promote the SNA Awards Program.

## **J. Professional Development:**

**SNS Credentialing Exam:** SNA will maintain and provide lists of SNS Credentialing Exam Proctors for use by Affiliates to host the SNS Credentialing Exam.

**USDA Professional Standards:** SNA will provide resources, such as guides, FAQs, and an online hub, for Affiliate leaders to understand and help members to meet the USDA Professional Standards.

**Webinars for CEUs:** SNA will provide webinars offering CEU credits for all members.

**State Certificate and SNS Credential Reports/Rosters:** Affiliate leaders may access up-to-date information on state certificate/credential holders online and SNA will provide leaders with a detailed report monthly.

**K. Governance:** SNA will provide reasonable and necessary guidance on association management and governance, as requested by the Affiliate. SNA will also provide state leaders with a leadership handbook on an annual basis.

**L. Advocacy:** SNA will provide reasonable and necessary legislative support and guidance on state legislative issues and will track, report, and share state legislative initiatives. Affiliate will provide current information to SNA regarding all regulatory and legislative issues arising within the State affecting child nutrition programs. SNA will create the Annual Legislative Position Paper and share action alerts throughout the year with Affiliates. Affiliate will provide reasonable and necessary support and cooperation with SNA's Annual Legislative Plan and advocacy priorities.

## IV. Obligations of Affiliates

**A. Corporate and Tax Status:** Affiliate warrants that it is incorporated as a non-profit corporation in good standing within the State or an unincorporated association in good standing as defined by the laws of the State, and that Affiliate will remain in good standing. Affiliate must obtain its own Federal Employment Identification Number and establish and maintain its own bank account(s). Affiliate must send SNA a copy of its annual State corporation registration, as directed by SNA. Affiliate warrants that the election of officers and directors of the Affiliate complies with and will comply with its Bylaws, Articles and/or governing documents and applicable State law.

### **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 45 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 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.

**C. Compliance with Laws:** Affiliate warrants that it is in full compliance with all applicable laws, regulations and other legal standards governing the Affiliate. Affiliate will at all times comply with and conduct its activities in accordance with all applicable laws, regulations and other legal standards. Affiliate will maintain all permits, licenses and governmental approvals as

current and will, make all required governmental reports and filings in a timely manner, including but not limited to filings that may affect its corporate or tax status.

**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), directors and officers, association, and umbrella liability coverages. 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.

**E. Tax-Exempt Status:** Affiliate will obtain and maintain non-profit status from the Internal Revenue Service ("IRS") or successor agency. The Affiliate will provide SNA with a copy of the IRS non-profit status determination letter prior to entering into this Agreement. Failure to submit the exemption letter will cause the Affiliates' application for affiliated status to be reviewed by SNA, which may result in revocation of affiliated status. The Affiliate must notify SNA of any material change in or revocation of the Affiliate's non-profit status.

**F. Recordkeeping & Reporting:** The Affiliate will respond in a timely manner to reasonable and necessary requests for records or information from SNA, and on an annual basis will provide the following information to SNA headquarters by the following deadlines:

- Confirm Affiliate dues amounts by September 30
- Submit updated Affiliate Bylaws by September 30
- Submit an Annual Plan of Action by December 15
- Submit Affiliate delegates for the Delegate Assembly to SNA by May 31
- Submit an Affiliate Year-End Report to SNA by May 31
- Submit an Affiliate Leadership Directory, including the names and contact information of the incoming State Board of Directors, to SNA by May 31
- Submit all available information (date, location, contact person) for annual State conferences for the next three years to SNA by May 31
- Affiliate will inform SNA of all approved changes to Affiliate membership dues at least 3 months prior to the date the new dues would go into effect, so that any changes may correspond with the SNA schedule of dues increase notices to members. Additionally, Affiliate will allow a three-month grace period to members during which the prior year's dues will still be accepted. SNA will confirm state membership dues changes with the Affiliate and send the Affiliate an updated version of the membership application electronically. SNA will also post the Affiliate membership application on the SNA website.
- SNA will be flexible on the deadlines listed above for those Affiliates which transition to new Boards each year at a different time than SNA.

**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.

**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. SNA specifically authorizes the Affiliate to conduct the following activities within the State:

**Membership Drives:** Affiliate will participate in all SNA membership drives for state Affiliates and promote membership drives for SNA members.

**SNA Awards Program:** Affiliate will make every effort to participate in the SNA awards program by promoting SNA awards, selecting state winners, submitting state winners for recognition and regional judging to SNA headquarters by the annual deadline, and recognizing award winners in the state.

**Marketing Programs:** A number of marketing programs are available through SNA (i.e., National School Lunch Week, National School Breakfast Week, etc.). Affiliate is encouraged to promote participation in these programs to their members through applicable channels.

**Meetings:** Affiliate may host meetings for Affiliate members, such as an annual State conference, State industry conference, State equipment shows, State trade shows, State manager retreats, State leadership conferences and other meetings of the kind traditionally held and conducted by Affiliate for State members.

**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.

**Local Chapters:** Affiliate may charter local chapters, if permitted in the Affiliate's Bylaws.

**Promoting SNA Programs:** Affiliate may promote SNA programs to members within the state.

**Magazine/Newsletter/Social Media/Website:** Affiliate may publish a magazine, newsletter, website, etc. to promote the Affiliate and provide members with important updates. Affiliate will maintain all publications and online pages.

**And Such Other Activities** consistent with the mission and purpose of SNA which SNA may from time to time authorize the Affiliate to conduct.

**I. Use of SNA Logo, Tagline and Branding:** SNA will make available to Affiliate a customized Affiliate trademarked logo, with and without the SNA tagline. Affiliate will use the Affiliate logo within the Style Guide guidelines provided by SNA. Affiliate is highly encouraged to use the SNA-provided Affiliate logo, in lieu of a state-designed logo. Affiliates which utilize a state-designed logo must include a statement that they are an affiliate of SNA with the logo. Affiliates will use the state logo, not the SNA national logo, on state-created materials. Affiliates cannot modify, misappropriate, manipulate or pirate any part of the SNA name, trademarks, or logo.

**J. Alignment with Mission, Strategic Plan and Annual Plan of Action:** Affiliate is encouraged to align the Affiliate's mission, strategic plan, and annual plan of action with SNA's mission statement, Strategic Plan, and Annual Plan of Action. Based on resources within the means of the Affiliate, the Affiliate may choose to focus its efforts on only one or two of SNA's Strategic Goals. Affiliate may also adopt flexibility in the Affiliate's Strategic Plan and Annual Plan of Action based on state-specific regulatory or legislative issues.

**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.

**L. Identifying Future Leaders of SNA:** Affiliate will assist SNA in identifying potential volunteer leadership for SNA Board of Directors, Committees and Task Forces.

**M. School Nutrition Foundation (SNF):** Affiliate will promote and support the SNF to members within the state.

## V. Intellectual Property and Proprietary Information

**A. Limited License:** In accordance with SNA's non-exclusive grant to the Affiliate to be an affiliate of SNA in the State, the Affiliate is hereby granted a limited, revocable, non-exclusive license to use for appropriate purposes and in a professional manner as authorized by this Agreement: (i) the names "School Nutrition Association," "SNA" and other trademarks, service marks, trade names, and logos possessed or developed by SNA (hereinafter collectively referred to as the "Marks"), (ii) SNA's postal mail, telephone, telecopier/facsimile, and electronic mail lists with respect to past, current or prospective members of SNA located within the State (hereinafter collectively referred to as the "Mailing Lists"), and (iii) all copyrighted or proprietary information and materials provided by SNA to the Affiliate during the Term of this Agreement (hereinafter referred to as the "Proprietary Information"). The Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property". The limited authority granted by this Agreement to use the Intellectual Property will extend solely to the activities authorized under this Agreement as outlined in section IV, and will be



subject to the all terms and conditions of this Agreement and any written guidelines provided to the Affiliate by SNA. SNA's Marks may not be revised or altered in any way and must be displayed in the same form as provided by SNA. SNA's Marks may not be used in conjunction with or combined with any other trademark, name or service mark without the express prior written approval of SNA. SNA's Intellectual Property will not be used in any manner that, in the sole discretion of SNA, adversely affects SNA's or its members' reputations and goodwill, is false or misleading, violates the rights of others, violates this Agreement or violates any law, regulation or public policy. Affiliate will not sell, transfer, permit others to use or otherwise disseminate the Mailing Lists, except as specifically authorized by SNA. Use of SNA's Intellectual Property will confer no rights upon the Affiliate other than the limited and revocable license granted by this Agreement. Affiliate will promptly provide copies of any and all uses of the Intellectual Property upon request by SNA. This paragraph will survive the termination of this Agreement.

**B. Confidential Information:** The Affiliate acknowledges that, in the course of the relationship with SNA, Affiliate will gain access to confidential and proprietary information about and belonging to SNA (such as personal information on members and membership, the Certificate Program, and Credentialing Program trends and data). Confidential Information does not include information which is already in or subsequently comes into the public domain through no fault of the Affiliate. Unless the Affiliate receives the prior written consent of SNA, the Affiliate agrees that, during the term of this Agreement and thereafter, all Confidential Information, whether furnished before or after the date of this Agreement, will be held and treated by the Affiliate in full confidence, will be used solely for purposes described in this Agreement, and will not be disclosed or described to any third party not affiliated with SNA. This paragraph will survive the termination of this Agreement.

## VI. Relationship of Parties

**A. Separate Corporate Entities:** SNA and the Affiliate expressly acknowledge and agree that SNA and the Affiliate are, and intend to maintain, separate corporate entities and as such will not incur any liability, obligation or expense on behalf of each other. This Agreement does not and will not be interpreted to create any joint venture, partnership or subsidiary relationship between SNA and the Affiliate.

**B. No Agency:** Neither SNA nor Affiliate will be authorized to bind or obligate the other or to act as agent on the other party's behalf.

## VII. Indemnification.

Affiliate hereby indemnifies and holds harmless SNA 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 act or failure or omission to act or (ii) any breach of the representations or obligations imposed by this Agreement by the Affiliate, its officers, directors, members, representatives or employees. This paragraph will survive the termination of this Agreement.

## VIII. Revocation or Surrender of Charter or Affiliation Agreement

**A. Mutual Termination:** Either party may terminate this Agreement either: (i) upon 180 days notice to the other party for any reason; or (ii) immediately upon notice to the other in the event of the other's insolvency, fraud, willful misconduct, or material breach of this Agreement (provided that the breaching party does not cure such breach to the non-breaching party's reasonable satisfaction within 30 days after receiving the non-breaching party notice describing the breach in reasonable detail).

**B. SNA's Right of Termination:** SNA may terminate this Agreement immediately upon notice to Affiliate if Affiliate either: (i) adopts or proposes to adopt amendment(s) to Affiliate's Bylaws or governing documents which, in SNA's sole discretion, are inconsistent with SNA's governing documents, policies or Mission; (ii) adversely affects or may adversely affect SNA's reputation or goodwill; (iii) results in or, in SNA's sole judgment, may result in legal liability for SNA, its directors, officers, members or employees; or (iv) Affiliate, in SNA's sole discretion, intentionally and deliberately operates or acts in a manner inconsistent with or contrary to the mission and purpose of SNA or the terms and conditions of this Agreement.

## IX. Miscellaneous

**A. Entire Agreement:** This Agreement is the entire agreement between the parties with respect to the subject matter of the agreement and supersedes and replaces all prior agreements, understandings or past practices between the parties except as expressly incorporated in this Agreement. This Agreement may be modified only by an Amendment executed in writing by both parties and approved by each parties' respective governing bodies.

**B. Warranties:** Each party warrants and represents that this Agreement has been approved by its respective governing body, that the signatories are duly authorized to enter into this Agreement on behalf of each respective party and that it will act in good faith in the performance of its duties under this Agreement.

**C. No Waiver:** Either party's failure or forbearance to exercise any right or perform any duty provided in this Agreement will not be deemed a waiver.

**D. Arbitration:** Any dispute arising out of or relating to this Agreement, including the alleged breach, or any termination pursuant to Section VII A or B of this Agreement, or the validity, interpretation and performance of this Agreement ("Dispute") shall be resolved with the following procedures:

1. Negotiation: Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute. This process should be completed within 60 days (the "Negotiation").
2. Arbitration. Any and all Disputes not resolved by Negotiation within 60 days, will be resolved by mandatory and binding arbitration by a panel of three arbitrators under the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration

will take place in the State of Maryland. The arbitration award may be enforced in any court of competent jurisdiction. The arbitrators will be specifically authorized to award attorneys' fees to the prevailing party.

**E. Governing Law:** This Agreement will be applied and interpreted according to the laws of the State of Maryland.

**F. Assignment:** This Agreement may not be assigned, or the rights granted under this Agreement transferred in any way, by either party, without the express written prior consent of the other party.

**G. Heirs, Successors and Assigns:** This Agreement will be binding upon and will benefit each party, their respective officers, directors, representatives and employees, and their respective heirs, successors and assigns.

**H. Headings:** The headings appearing in this Agreement are for convenience of reference only and are not intended to explain, modify or place any construction on any of the provisions of this Agreement.

**J. Severability:** If any provision of this Agreement is determined to be unenforceable in arbitration or in a court of competent jurisdiction, the remaining terms and conditions of this Agreement will remain in full force and effect.

This Agreement is hereby executed and entered into as authorized by the SNA and Affiliate Boards of Directors.

SCHOOL NUTRITION ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS: \_\_\_\_\_

[AFFILIATE]

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS: \_\_\_\_\_