**BYLAWS OF** **STUDENT NURSES ASSOCIATION OF ARIZONA, INC.**

**ARTICLE I: NAME AND PURPOSE**

**SECTION 1. Name**

The name of the organization shall be Student Nurses Association of Arizona, Inc., herein after referred to as SNAAz It shall be a nonprofit organization incorporated under the laws of the state of Arizona. SNAAz shall serve as the state constituent of National Student Nurses’ Association, Inc.

**SECTION 2. Purpose**

The Organization is organized for exclusively religious, charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under said Section 501(c)(3) of the Internal Revenue Code of 1986. Specifically, the Corporation will provide educational events for student nurses as well as benevolent support and charitable giving in the community.

A. To assume responsibility for contributing to nursing education to provide for the highest quality of health care.
B**.**To provide programs representative of fundamental and current professional interest and concerns; and
C.To aid in the development of the whole person, including an understanding of the
professional role of a nurse, and his/her responsibility for the health care of all people.

**ARTICLE II. MEMBERS**
**SECTION 1. Constituent Associations**

1. The state association shall consist of at least two school chapters that have at least 10 members in each school. School chapters shall belong to the state association. There shall be only one state association.
2. School chapters whose membership is composed of active or associate NSNA members, and who have submitted the Official Application for NSNA Constituency Status, and whose bylaws conform to NSNA requirements and upon meeting such other policies as the Board of Directors of NSNA shall have determined, shall be recognized as a constituent.
3. A school chapter shall be composed of students who are in good standing with NSNA. This shall apply only on the state level, not to affect the NSNA requirements of Constituency status. There shall be only one chapter at each school campus.
4. A constituent who fails to comply with the bylaws and policies of SNAAz and NSNA shall have its status revoked by a 2/3 vote of the Executive Board, provided that written notice to the proposed revocation has been given at least two (2) months prior to the vote and the constituent association is given an opportunity to be heard.
5. School chapters and state associations are entities separate and apart from NSNA in their administration of activities with NSNA exercising no supervision or control over these immediate daily and regular activities. NSNA has no liability for any loss, damages or injuries sustained by third parties as a result of negligence or acts of school chapters or state associations, or the members thereof. In the event any legal proceeding is brought against NSNA as a result of such acts or commission by a school chapter or state association, said school chapter or state association will indemnify and hold harmless the NSNA from any liability.

**SECTION 2. Categories of Constituent Membership**
Members of the constituent association shall be:

1. Active Members:
	1. Students enrolled in state approved programs leading to licensure as a registered nurse.
	2. Registered nurses enrolled in programs leading to a baccalaureate degree with a major in nursing.
	3. Active members shall have all the privileges of membership.
2. Associate Members
	1. Pre-nursing students, including registered nurses enrolled in college or university programs designed as preparation for entrance into an undergraduate program leading to an associate degree, diploma, or baccalaureate degree in nursing.
	2. Associate members shall have all of the privileges of membership except the right to hold office as president and vice president at the state and national levels.
3. Individual membership
	1. Open at the state level to any eligible student when membership in a constituent association is not available.  Individual members shall have the privileges of membership as described in Article III, Section 2, Paragraphs A and B.

**SECTION 3. Categories of Non-Constituent Membership**

1. Sustaining Members:
	1. Sustaining membership shall be open at the state and national levels to any individual or organization interested in furthering the development and growth of SNAAz.
	2. This membership category is not open to those eligible for active or associate memberships.
	3. Sustaining members shall have none of the obligations or privileges of membership.
2. Honorary Members:
	1. Honorary membership shall be given to those persons who have rendered distinguished services or valuable assistance to the students nurses in Arizona. Recommendations for honorary membership will be accepted by any board member of SNAAz. Honorary membership shall be conferred by a majority vote of the Board of Directors. Honorary members shall have none of the obligations or privileges of membership.

**SECTION 4. Active and Associate Membership Term**

1. Active and Associate membership may be extended six (6) months beyond the completion of a student’s program in nursing. Sustaining membership shall be renewable annually.

**SECTION 5. Dues**

1. Annual dues:
	1. The total annual dues shall include dues for NSNA, SNAAz, and school (if any) shall be for a period of twelve (12) consecutive months.
	2. Payment of NSNA and SNAAz dues is a prerequisite for membership.
	3. NSNA and SNAAz dues shall be payable directly to NSNA. NSNA shall remit to each state constituent the dues received on behalf of the constituent. School dues shall not be submitted to NSNA.
	4. The state dues shall be determined by a 3/4 vote of the SNAAz board of directors.
	5. Any member who fails to pay current dues shall forfeit all privileges of membership
	6. Membership in the Organization is not transferable nor assignable.

**ARTICLE III BOARD OF DIRECTORS**
**SECTION 1. Board Composition**

1. The executive officers of the Organization shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Members.
2. Such other non-executive officers and directors as deemed necessary may be elected by the Members.
3. The President shall be the principal executive officer of the Organization and, subject to the control of the members, shall in general supervise and control all of the business and affairs of the Organization. He/she shall, when present, preside at all meetings of the members, unless there is a Chairman in which case the Chairman shall preside. He/she may sign, with the Secretary or any other proper officer of the Organization thereunto authorized by the members, any deeds, mortgages, bonds, contracts, or other instruments which the members have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the members or by these Bylaws to some other officer or agent of the Organization, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the members from time to time.
4. All officers and directors will sign consent to serve letters prior to running for office for the Board of Directors.
5. In their discretion, the Members may leave unfilled for any such period as it may determine any office except those of President and Secretary.

**SECTION 2.** **Term of Office**

1. The term of office shall be for one year from the adjournment of the annual meeting at which officers and directors are elected to adjournment of the annual meeting at which their successors are elected.
2. The officers of the Organization shall be elected annually by the Members at the SNAAz Annual Convention Membership Assembly. If the election of officers cannot not be held at such meeting, the election shall be held as soon thereafter as conveniently may be.
3. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified, or until his/her death, or until he/she shall resign or shall have been removed in the manner hereinafter provided.
4. No Member shall serve for more than two terms.
5. All board members must remain in good academic standing throughout the term of their service, if at anytime this is not maintained the board member shall resign or be removed.

**Section 3. Eligibility**

1. Only members who shall be nursing students throughout a minimum of 9 months of term in office, with the full term maintaining active NSNA membership, shall be eligible for office.
2. Members holding school Student Nurses’ Association Executive Office (President, Vice President, Secretary, and Treasurer) whom are elected to state office must resign from one of these offices prior to the first state Board of Directors meeting.
3. No Member shall serve for more than two terms.
4. No Board Member shall hold an officer position in a professional Nursing Association.

**Section** **4.** **Removal**

1. Any Executive Board Member who voluntarily resigns from their term of office, or becomes ineligible for office according to SNAAz bylaws, before their term expires, or whose office becomes terminated, shall reimburse the SNAAz all funds paid to or for them within sixty (60) days of notification by SNAAz treasurer of the amount owed. Reimbursement may be waived upon approval by 2/3 vote of the Executive Board upon satisfaction of these conditions; an appeal shall be brought for waiver of reimbursement obligation by the concerned party board member or that board member’s designated representative; appeal shall be brought within sixty (60) days; only documented costs of fulfilling the duties of office may be granted a waiver of reimbursement.
	1. Exclusions to this include: life endangering illness of self, spouse, parent or child, family relocation, physician order explaining the extent of the illness/injury and how it prohibits the performance of duties, or any other situation approved by a 2/3 Board decision.
	2. SNAAz Executive Board will retain the right to decide reimbursement when exceptional circumstances not otherwise addressed in the bylaws exist.
2. Three absences will result in termination from office.
3. Any resignation from a position on the Board of Directors shall be in writing and shall be effective immediately upon receipt of the same by the SNAAz President.
4. Verbal resignations shall be tendered to the President and another board member.  In the case that the President is verbally resigning, the President shall tender the resignation to the First Vice President and another Board member.
5. Any officer, director, agent, or member may be removed by a simple majority vote of the members whenever, in their judgment, the best interests of the Organization will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer, director, agent, or member shall not of itself create contract rights, and such appointment shall be terminable at will.

**SECTION 5. Vacancies**

1. Board vacancies will be posted to the membership for a minimum of 30 days
2. Candidates will be required to submit an application for office for determination of the board.
3. A 2/3 vote by the Board must be obtained to approve the prospective candidate.
4. Appointed members to the board shall serve for the remainder of the vacant term, if this is less than 4 months this term shall not count toward term limitations.
5. Positions may be left vacant by the determination of the board for remaining terms with less than 3 months.

**SECTION 6. Duties of Officers and Directors**

The officers shall perform the duties prescribed by the parliamentary authority, and more specifically shall include:

1. **President**: Leads the association by presiding at all Board meetings. Prepares and submits an agenda for all Board meetings at least 1 week before the meeting. Represents SNAAz at the NSNA Annual Convention and the NSNA Mid-Year Conference. Sets goals and defines term objectives for the board. Desirable qualifications include: the capacity to be an effective and vital force of SNAAz through mutually beneficial relationships with school associations and organizations. Has experience in leadership positions in school or the community and has the ability to inspire, guide, delegate, and mobilize students for action.
2. **Vice President**: Assumes the duties of President in the President’s absence or in the event of a vacancy in the office of the President. Provides written monthly report at Board of Directors meetings. Responsible for securing the location of convention; negotiating contracts for convention venue, hotel, meals, and any other vendors as needed. Works with the Board of Directors to prepare the agenda, menus, scripts, convention business book, and invitations to special guests. Assisting other board members in the completion of their duties as needed.
3. **Secretary**: Records and keeps the minutes of all Board meetings. Updates NSNA on elected SNAAz Board members and any changes in board membership. Sends draft Board minutes to all Board members and Consultants for review 1 week prior to the meeting. Sends copy of approved Board minutes to all Board members and Consultants and NSNA within 1 week of the meeting.
4. **Treasurer**: Prepares an annual budget and financial report. Responsible for the accuracy and safekeeping of all financial books and records. Maintain current and accurate financial records on: membership dues received, revenue, disbursements, working fund balance, and ledgers to include in the Treasurer's report for review by the Board of Directors. Develop a budget prior to each event, in order to plan effectively. Review, approve, and sign all vouchers submitted by the SNAAz Board of Directors for reimbursement. Maintain running balance of SNAAz expenses. Prepare and file federal and state tax returns.
5. **Health Policy and Diversity Committee:** Comprised of both the Legislative Affairs and Breakthrough to Nursing Directors, this committee focuses to maintain awareness of state and national legislation regarding healthcare and informs the membership and Board of Directors of pertinent issues. As well as, establish and maintain SNAAz relationships with Professional Nursing Associations (i.e. specialties, cultural, state and national) and works to promote organizational involvement at the student level. This committee is represented by 1 vote on the Board of Directors.
	1. **Legislative Affairs Director**: Represents SNAAz at the Arizona Nurses’ Association Lobby Day. Serves as the subject matter expert on SNAAz Bylaws. Presents updates and amendments as needed to the membership at Annual Convention.
	2. **Breakthrough to Nursing Director**: Provides written monthly updates to the Board of Directors and membership of affiliation opportunities. Submits articles to the newsletter for publication regarding emerging areas of nursing practice. Assists local school SNA chapters in developing recruitment materials and guidelines.
6. **Director of Convention Planning/Fundraising**: Develops a plan for securing advertising, exhibitors, and sponsors for all SNAAz events' including but not limited to the Annual Convention. Collaborates with the Board of Directors to establish a theme, schedule, and list of speakers for Annual Convention.
7. **Director of Community Outreach**: Reviews and updates the SNAAz calendar monthly. Encourages community involvement of association members, by seeking community based opportunities for students. Organize SNAAz community health initiatives. Engages School Chapters to participate in volunteer events. Establishes a minimum of 1 volunteer event per quarter.
8. **Communications Committee:** This committee is responsible for all external communications for SNAAz. The committee is chaired by the Director of Communications, and is represented by 1 vote on the Board of Directors.
	1. **Director of Communications**: Manage and compile content for Facebook, Twitter, and other internet based publishing. This position is the sole publisher of all social media posts made by SNAAz. Is responsible for posting 1 time a week, relevant, nonbiased, education based material. Other communication tasks (i.e. creation of fliers, presentations, and marketing materials) as requested by the Board of Directors.
	2. **Website Editor**: Manage SNAAz web page, providing prompt updates to the calendar and files. Responsible to maintain the websites accurate, current, and relevant information for the membership with ease of use. Responsible for submitting E-blast documents to the President for monthly distribution.
	3. **Newsletter Editor**: Develop a plan for soliciting material for publication in Imprint (NSNA), and SNAAz newsletter articles sent to association members. Prepare and distribute a minimum of 1 newsletter each quarter to the membership. Responsible for printed materials of the Annual Convention/Business Program Book.
9. **Director of Membership/ Elections**: Coordinates activities geared toward recruitment and retention of students in SNAAz. Collects Membership Numbers each month from NSNA and forwards them to the Board. Reach out to School SNA Chapters and maintain a record of school chapter officers. Provide retention and recruitment initiatives. Works with Members in order to secure a full slate of candidates for the board of directors in the following year. Plans elections and campaign process at Annual Convention. Please note due to conflict of interest, this position is not eligible to run for re-election to any SNAAz position the following term.
10. **Ex-Officio Liaison**: Is a non-voting position, for reference by the new board on policy and actions of the prior board. This position must be filled by a prior board member, who has demonstrated effective communication skills, networking, knowledge of bylaws and policy, with the intent to continue to grow SNAAz for the future of nursing in Arizona.

**SECTION 7.** **Advisors and Consultants**

1. The first meeting of the newly elected board advisors will be confirmed or appointed.
2. All advisors must maintain active membership in the American Nurses’ Association.
3. Each board shall have a minimum of two advisors, one advisor must be a faculty member.
4. **The Advisors and Consultants shall:**
	1. Be responsible for providing interchange of information between the Boards of Directors
	2. Serve as resource persons consulting with the Board of Directors and
	committees.
	3. Attend meetings of SNAAz and the SNAAz Executive Board
5. In the event that a vacancy occurs in a consultant position between elections, the board may invite a temporary consultant to serve until an official appointment can be made.

**SECTION 8. On Boarding New Board**
All materials of office are to be conveyed to the new officer by the end of the first Board meeting following election to office.

**ARTICLE IV. ELECTIONS** **AND CAMPAIGNING**

**SECTION** 1. **Election Proceedings**

 The officers and directors shall be elected in each annual meeting by the Membership. The elections shall be by ballot, a majority vote shall elect. A tie vote shall first be decided through a re-vote and, if necessary then by casting lot. Votes shall be double counted by two Board Advisors. Each candidate will have one minute to present to the Membership. Candidates for President will be allotted two minutes for presentation.

**SECTION** 2. **Campaigning**

 Candidates who submit their application to run for office by the pre-slate deadline are eligible to campaign before convention. All other candidates are eligible to campaign only at convention once a completed application has been received. No latex, no food, campaign restrictions, posters, space to campaign at headquarters to include flyers and poster

**ARTICLE V. COMMITTEES**
The Executive Board, at its discretion, shall establish committees deemed necessary to carry on the work of the association and determine the functions, terms, and membership of such committees. A quorum for committee meetings shall be a majority of the members present.

**ARTICLE VI. GOVERNING MEMBERS**

**SECTION 1. General Powers**

The business and affairs of the Organization shall be managed by its Members.

**SECTION 2. Tenure and Qualifications.**

The number of members of the Organization shall not be fixed, but in no event shall be less than (3). Members must remain actively involved in the affairs and projects of the Organization for no less than six months to participate in the governance of the organization.

**SECTION 3. Regular Meetings.**

A regular annual meeting of the members shall be held in January of each year the day of which shall be called by the President or designated Chairman. The Board of Directors may provide the time and place for the holding of additional regular meetings with notice as described in Section 5.

**SECTION 4. Special Meetings.**

Special meetings of the members may be called by or at the request of the President or any two directors. The person/s authorized to call special meetings of the members may fix the place for holding any special meeting of the members called by them.

**SECTION 5. Notice.**

Notice of any meeting shall be given at least two weeks previous thereto by written notice delivered personally, mailed to each member at his business address, or by electronic mail. Any member may waive notice of any meeting. The attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**SECTION 6. Quorum.**

A majority of the number of members fixed by Section 2 of this Article IV shall constitute a quorum for the transaction of business at any meeting of the members. A quorum shall not be established if more than 50 percent of such quorum is related by blood or marriage or otherwise have joint financial interests, such as business partnerships, etc. If less than a majority is present at a meeting, a majority of the members present may adjourn the meeting from time to time without further notice.

**SECTION 7. Manner of Acting.**

The act of the majority of the Members present at a meeting at which a quorum is present shall be the act of the Members.

**SECTION 8. Action Without a Meeting.**

Any action that may be taken by the Members at a meeting may be taken without a meeting if consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the Members.

**SECTION 9. Compensation.**

Members are not compensated for attendance at any meetings of the Members. This shall not preclude any Member from serving the Organization in any other capacity and receiving compensation therefore.

**SECTION 10. Presumption of Assent.**

A Member of the Organization who is present at a meeting of the Members at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Organization immediately after the adjournment of the meeting. Such right to dissent shall not apply to Member who voted in favor of such action.

**ARTICLE VII. INDEMNITY**

The Organization shall indemnify its members, officers and employees as follows:

Every member, director, officer, or employee of the Organization shall be indemnified by the Organization against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be made a party, or in which he/she may become involved, by reason of his/her being or having been a member, director, officer, employee or agent of the Organization or is or was serving at the request of the Organization as a member, officer, employee or agent of the organization, partnership, joint venture, trust or enterprise, or any settlement thereof, whether or not he/she is a member, officer, employee or agent at the time such expenses are incurred, except in such cases wherein the member, officer, or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification herein shall apply only when the members approves such settlement and reimbursement as being for the best interests of the Organization.

(b) The Organization shall provide to any person who is or was a member, officer, employee, or agent of the Organization or is or was serving at the request of the Organization as a member, officer, employee or agent of the organization, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law. (c) The members may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article.

**ARTICLE VIII. CONFLICTS OF INTEREST**

**SECTION 1. Purpose.**

The purpose of the conflict of interest policy is to protect this tax-exempt Organization’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest application to nonprofit and charitable organizations.

**SECTION 2. Definitions.**

2.1 Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.2 Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: (a) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement, (b) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or (b) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Section 3.2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

**SECTION 3. Procedures.**

3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest.

1. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy.

1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**SECTION 4. Records of the Proceedings.**

The minutes of the governing board and all committees with board delegated powers shall contain: (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest is present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact exists. (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

**SECTION 5. Compensation.**

1. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization is precluded from voting on matters pertaining to that member’s compensation.
2. A voting member of any committee who jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member’s compensation.
3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. The majority of our Board of Directors will be non-salaried and will not be related to salaried personnel or to parties providing services. In addition, all compensation decisions will be made by the Board of Directors.

 Further, all compensation paid will be reasonable and will be based on the following factors: (a) the type and amount of compensation received by others in similar positions, (b) the compensation levels paid in our particular geographic community, (c) the amount of time the individual is spending in their position, (d) the expertise and other pertinent background of the individual, (e) the size and complexity of our organization, and (f) the need of our organization for the services of the particular individual

**SECTION 6. Annual Statements**.

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person: (a) has received a copy of the conflicts of interest policy, (b) has read and understands the policy, has agreed to comply with the policy, and (d) understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**SECTION 7. Periodic Reviews.**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, period reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining; and (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**SECTION 8. Use of Outside Experts.**

When conducting the periodic reviews as provided for in Section 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**ARTICLE IX. CONTRACTS, LOANS, CHECKS AND DEPOSITS**

**SECTION 1. Contracts**.

The members may authorize any officer/s, agent/s, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Organization, and such authority may be general or confined to specific instances.

**SECTION 2. Loans.**

No loans shall be contracted on behalf of the Organization and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

**SECTION 3. Checks, Drafts, etc.**

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Organization, shall be signed by such officer or officers, agent or agents of the Organization and in such manner as shall from time to time be determined by resolution of the members.

**SECTION 4. Deposits.**

All funds of the Organization not otherwise employed shall be deposited from time to time to the credit of the Organization in such banks, trust companies or other depositories as the members may select.

**ARTICLE X: FISCAL YEAR**

The fiscal year of the Organization shall begin on the first day of November and end on the last day of October each year.

**ARTICLE XI. CORPORATE SEAL**

The members may at their discretion provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Organization and the State of incorporation and the words, "Corporate Seal".

**ARTICLE XII. WAIVER OF NOTICE**

Unless otherwise provided by law, whenever any notice is required to be given to any member of the Organization under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIII. AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws adopted by the members at any regular or special meeting of the members.

**SECTION 1. Proposed amendments:**

Proposed amendments shall be submitted in writing carrying proponent’s signature, to the Executive Board for review at least 45 days prior to meeting for determination. Proposed amendments may be submitted only to the Executive Board.

**SECTION 2. Voting**

These bylaws may be amended at the annual meeting by a 2/3 vote, provided notice shall have been given at an earlier meeting of the same session. If adopted, an amendment shall go into effect immediately unless otherwise noted in the amendment.

**SECTION 3. Bylaws of NSNA:**

Amendments to the bylaws of NSNA, adopted at the annual meeting, which directly relates to the business of SNAAz in the areas of conformity shall automatically and immediately affect the necessary amendments to the bylaws of SNAAz and shall be incorporated into these bylaws.

The above Bylaws are certified to have been adopted by the members of the Organization on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary