

RECEIVED

SEP - 5 2008

BY NYSNA



8515 GEORGIA AVENUE, SUITE 400  
SILVER SPRING, MARYLAND 20910-3492  
301 628-5000 • FAX 301 628-5001  
www.NursingWorld.org

REBECCA M. PATTON, MSN, RN, CNOR  
PRESIDENT

LINDA J. STIERLE, MSN, RN, CNAACBC  
CHIEF EXECUTIVE OFFICER

To: CMAs with a Direct Membership Agreement

From: ANA

The following is a revised version of the direct individual agreement currently in effect between your CMA and ANA. The overall structure of the contract remains unchanged, but the following information has been updated to more clearly convey the intent of direct membership program and its provisions:

- Information has been added to clarify the intent when the HOD implemented this program to promote membership expansion by increasing membership options and not to convert large numbers of existing members.
- While the ability to terminate the agreement has always been part of the contract, language that specifies the ability to terminate the agreement if a situation that is detrimental to either the CMA or ANA has been added.
- The notification period for termination of the agreement has been reduced from 90 to 45 days
- If a termination of the agreement does occur, the contract has always allowed members to finish the term paid for as a direct member. The contract language now clarifies that a member paying month-to-month or pay period-to-pay period would revert to full CMA/ANA membership at the point the contract is terminated.
- Includes clarification that the \$45 reciprocal payment are a contribution to the programmatic and advocacy work done at both the state and national levels that benefits all members whether direct or full
- While the contract has always included language that CMA direct members receive no ANA benefits, language has been added that clarifies that CMA direct members cannot serve on ANA committees or officially represent the CMA at ANA governance meetings (HOD, Constituent Assembly, etc.)

Please note that this new contract must be signed by your CMA to continue your state's participation in the direct membership program. If you elect not to sign this contract, this communication will serve as 90 days notice, and the current agreement will terminate at the end November 2008.

If you have any questions, please contact Susan Rimland (301-628-5181) or Betty Whitaker (301-628-5201).

## INDIVIDUAL MEMBERSHIP AGREEMENT

This Agreement is entered into on this 28<sup>th</sup> day of August, 2008 by and between the American Nurses Association ("ANA"), 8515 Georgia Avenue, Silver Spring, MD 20910 and the New York State Nurses Association, a constituent member association of the ANA ("CMA").

Whereas, the CMA is a member of the ANA subject to the ANA bylaws and policies; and

Whereas, the ANA Bylaws contain a provision that permits the establishment of individual membership directly with the ANA, without individuals going through a CMA, if the CMA enters into a written agreement with the ANA to cover residents of that state and/or individuals who work in that state; and

Whereas, the ANA Bylaws contain a provision that permits a CMA to establish an in-state only individual membership for residents of that state and/or individuals who work in that state if the CMA enters into a written agreement with the ANA; and

Whereas, the purpose of the CMA-only and ANA-only membership option was to promote membership expansion at both levels of the association, and was not intended to result in a high number of conversions of full CMA/ANA membership to either CMA-only or ANA-only memberships; and

Whereas, the ANA Dues Policy establishes a dues level for individual ANA-only members at a rate of \$179 per year (to be adjusted by any change to the ANA conversion factor), of which \$45 will be paid to the CMA in which an ANA-only direct individual member resides or works; and

Whereas, the ANA Board of Directors informed the membership that it expected a \$45 rebate from CMA dues for its in-state CMA only members covered by an agreement with the ANA;

Now therefore, for and in consideration of the following mutual promises, the parties agree as follows:

1. Purpose. The parties agree that the purpose of this Agreement is to permit CMA and ANA to expand membership within the association overall. The parties acknowledge and agree that the intention of this Agreement is to bring in NEW members and that conversions from CMA/ANA full membership to either CMA-only or ANA-only membership are not encouraged, although individuals by their own individual action may periodically choose to convert.

2. Term. This Agreement shall become effective on August 28, 2008 and shall remain in effect until December 31, 2009, and thereafter automatically extend for successive renewal periods of one year, unless otherwise terminated under the following circumstances:

a. either party may give written notice of non--renewal at least 45 days prior to the end of the contract term or at least 45 days prior to the end of a contract extension;

b. either party may give a 45 day written notice of termination at any time if in that party's view the impact of this Agreement and resulting membership levels are harmful, e.g., the number of CMA-only or ANA-only members does not reflect a balance that is good for both parties

3. Effect of Termination. Notwithstanding the date of termination of this Agreement, direct individual members who have paid in full their full ANA-only or CMA-only annual dues will be permitted to finish their membership term. All paying other than annually (i.e. monthly or via payroll deduction) will revert to the CMA/ANA membership at the conclusion of the 45 day notice period and end of the contract, and will be subject to payment of dues pursuant to the ANA dues policy.

4. ANA-only Direct Individual Members. CMA authorizes ANA to accept as direct ANA-only individual members residents of the state of New York or registered nurses who work in the state of New York, beginning on August 28, 2008 and for such period of time that this agreement stays in effect. Current CMA/ANA members will not be permitted to terminate their current membership mid-term and/or receive a refund in order to switch to a direct membership type.

5. CMA In-State Only Individual Members. ANA authorizes CMA to accept as direct in-state only members residents of the state of New York or registered nurses who work in the state of New York, beginning on August 28, 2008 and for such period of time that this Agreement stays in effect. Current CMA/ANA members will not be permitted to terminate their current membership mid-term and/or receive a refund in order to switch to a direct individual membership type.

6. Payment to CMA. ANA shall pay to CMA \$45 for each individual whose dues of \$179 (to be adjusted by any change to the ANA conversion factor) are collected by ANA for ANA-only direct individual membership in the ANA. Said sums shall be paid monthly, using the same standards as their CMA/ANA full member dues payments and shall be accompanied by an accounting on the form attached hereto as Attachment 1. The list of ANA-only direct members will be provided as reasonably requested by CMA. ANA's payment of \$45 per ANA-only member represents payment to the CMA for its programmatic and policy work on behalf of ANA's members from that state.

7. Reciprocal Payment to ANA. The CMA shall pay to ANA \$45 for each individual whose dues are collected for in-state only individual membership. Said sums shall be paid monthly, using the same standards as their CMA/ANA full member dues payments and shall be accompanied by an accounting on the form attached hereto as Attachment 2. The list of CMA-only direct members will be provided as reasonably requested by ANA. It is understood and agreed that the payment of \$45 per in-state only members does not constitute ANA dues for purposes of the ANA delegate apportionment policy. The CMA's payment of \$45 per CMA-only member represents payment to ANA for its programmatic and policy work on behalf of CMA members.

8. Marketing to Direct Individual Members of ANA or CMA. ANA and the CMA agree not to market to the other's direct individual members without express prior permission from the party to whom they belong.

9. In-State Only Member Benefits. CMA in-state only members shall not be entitled to any benefit of ANA membership, including but not limited to a subscription to any journal or periodical of the ANA and access to the members-only section of the ANA web site. CMA in-state only members shall not be entitled to vote for delegates to the ANA House of Delegates nor will they be eligible to run for ANA office. CMA-only members will not be permitted to serve on ANA committees or be the official representative for the CMA at official ANA governance meetings such as the ANA House of Delegates, Constituent Assembly, or ANA Board of Directors since those individuals will not be ANA members. CMA in-state only members shall be entitled to those state benefits determined by CMA to be appropriate.

10. ANA-Only Direct Individual Member Benefits. ANA direct individual members shall not be entitled to any benefit of CMA membership including but not limited to any periodical or other state members-only benefits. ANA-only direct individual members shall not be entitled to vote in CMA state elections nor will they be eligible to run for CMA office. ANA-only direct individual members shall be entitled to the benefits of membership set forth in ANA bylaws.

11. CMA and ANA Marketing Communications. CMA and ANA shall cooperate with one another with respect to development of communications about the new membership options. Neither party shall disparage the other nor discourage direct membership in the other association in an effort to promote its own direct individual membership option.

12. Record Keeping and Reporting. The CMA and ANA shall keep sufficient records to report on the following core evaluation criteria: impact on ANA membership and finances; impact on CMA membership and finances; rate of current members who convert to direct individual members; the proportion of current members who converted from full CMA/ANA membership in relation to the total number of CMA-only or ANA Direct Individual Memberships, respectively; a breakdown of direct individual members who live vs. work in the state and impact on ANA delegate apportionment. The CMA and ANA shall exchange draft reports of the data within their knowledge on an annual basis and shall submit final reports to the Constituent Assembly on an annual basis, or more frequently as reasonably requested. The schedule for exchange of draft reports will be developed by the parties upon consideration of the schedule for Constituent Assembly meetings.

13. Written Modification. This Agreement cannot be modified except in writing signed by authorized representatives of the parties.


14. Duplicate Originals. This Agreement may be executed in duplicate, each of which shall be deemed an original.

In Witness Whereof:

American Nurses Association

By:   
Linda J. Stierle, CEO

New York State Nurses Association

By:   
Tina Gerardi, MS, RN, CAE  
Chief Executive Officer