



**THE ASSOCIATION OF
LEGAL ASSISTANTS • PARALEGALS**
1516 SOUTH BOSTON AVENUE, SUITE 200 • TULSA, OK 74119 • 918.587.6828

RE: Nominations and Elections Procedures 2012

Enclosed or attached is a declaration of candidacy form for your use in declaring as a candidate for national office or regional director. Please note that the completed declaration, **with a black and white or color photograph, must** be received by this office no later than March 15, 2012.

The information on the declaration of candidacy form will be published with the candidate information. **Please provide the information exactly as it should be published. Do not attach pages to this form.** A questionnaire will be sent to all candidates to be completed and returned to this office. Please watch your mail for this questionnaire; it will be sent from Headquarters after March 15. The questions and responses of candidates for office will be distributed to NALA members.

Enclosed is an outline of campaign guidelines established for all candidates. All candidates are asked to acknowledge that they have read and will abide by the campaign guidelines. This statement is included on the declaration of candidacy form.

Voting will take place during the NALA Annual Convention in Omaha, Nebraska, July 26-27, 2012. All active members will vote for all director positions. Voting polls will be opened during the meeting days and the results will be announced during the 2012 Annual Meeting on July 27.

If you have not done so already, you are urged to read the NALA bylaws describing the duties and responsibilities of NALA officers and regional directors. The bylaws require that members of the Board of Directors of NALA must evidence their good faith and fiduciary obligations to NALA by executing a non-compete agreement to be binding during the director's term of office. A copy of this agreement is attached for your reference. If you do not have a current copy of the NALA Bylaws, please request a copy from NALA Headquarters or visit www.nala.org/bylaws.aspx.

Service on the NALA Board of Directors includes travel to the NALA Board of Directors meetings held in early fall, early March and during the NALA convention, and travel within your region. For those directors and officers elected during the 2012 convention, travel and lodging reimbursement will be available beginning with the fall 2012 Board meeting. The policy describing allowable expenses is attached for your reference. As you will see, a financial commitment may be required to serve on the Board.

Please contact NALA Headquarters with any questions you may have regarding the election procedure.

NALA Headquarters

Declaration of Candidacy Form and Information -2012



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2012 Election Information

DECLARATION OF CANDIDACY FORM

(Office or Regional Director Position)

The undersigned hereby declares that he/she is actively employed as a legal assistant, is legally competent to enter into contracts, is a citizen of the United States, and is an active member of the National Association of Legal Assistants, Inc.

Name		
Home Address		
Office Address		
Office Address 2		
	Office Phone	Home Phone
	Fax	E-mail
Qualifications for Officer or Regional Director		
Legal Assistant Since :		NALA Member Since:
Educational Background		
Professional Certification or Awards		
Previous or current volunteer activities for NALA or other professional associations.		

Membership in other associations (Include NALA Affiliated Associations, if applicable).
Other Qualifications or comments

Having read and understood Articles IV and VI of the Bylaws of the National Association of Legal Assistants pertaining to regional directors and officers, I hereby declare myself as a candidate for the office stated below. I have also read the campaign guidelines and attest I will follow them.

(Office or Regional Director Position)

Date: _____ Signature: _____

Deadline for Receipt: March 15, 2012

Declarations received after the deadline will not be accepted. The declaration form must be sent by mail or electronically to NALA Headquarters, 1516 S. Boston, Suite 200, Tulsa, OK 74119, nalanet@nala.org. The declaration **MUST** be accompanied by a photograph, black and white, or color.

POLICY OF THE BOARD OF DIRECTORS

NATIONAL ASSOCIATION OF LEGAL ASSISTANTS

LIMITATIONS STAFF DIRECTIVES

Expense Reimbursement Procedures

Title: Expense Reimbursement Procedures
Adopted: 3/8/98; amended 3/2/02; 10/1/04; 3/4/06; 3/1/08, 3/7/09; 3/5/2011; 4/22/2011

NALA is grateful and appreciative for the service of its volunteers. In support of the services provided by its volunteers, NALA will reimburse reasonable expenses incurred by volunteers during NALA related business. NALA assumes and encourages volunteers to use their best judgment and be good stewards of NALA's resources when traveling and spending money in support of NALA related business. Therefore, volunteers shall adhere to the following policies:

1. Lodging: Except for the Annual Convention, lodging for committee meetings and Board meetings will be reimbursed for the number of nights determined by the President and for an amount equal to the single room rate for the location selected by NALA . If an individual is traveling on behalf of NALA for an event other than a committee or Board meeting, then NALA will reimburse for reasonable room rates incurred. For the Annual Convention, lodging for Board members, Affiliated Secretary, Nominations and Credentials Chairs, and for Convention Committee members (as designated by the Continuing Education Council), shall be reimbursed in an amount not to exceed ½ the NALA contracted single room rate and for the number of nights determined by the President.

2. Transportation:

A. Reimbursed Transportation Expenses: For an individual requested to travel on behalf of NALA, the following travel expenses shall be reimbursed: (i) either round trip coach airfare from the nearest airport to the meeting location (at the most reasonable rate), or automobile mileage to/from the meeting location at the existing IRS reimbursable rate to include any parking and toll fees (the maximum amount to be reimbursed not to exceed the most reasonable airfare), (ii) airline fees for one piece of luggage, (iii) mileage, cab fare or shuttle services, including tips, to and from the airport from home and/or meeting location, and (iv) airport parking charges.

B. Non Reimbursed Transportation Expenses: Unless approved by the President, the following travel expenses will not be reimbursed: (i) rental cars and parking fees for rental cars, (ii) luggage fees charged by the airlines for overweight or oversized luggage and for more than one piece of luggage; and (iii) any non-essential fees charged by the airline.

C. Flight Reservations: Individuals may book flight reservations using any appropriate means available or may seek assistance from NALA headquarters and shall make every attempt to book reservations as far in advance as possible to take advantage of discounted rates. Individuals shall provide a copy of their travel itinerary to NALA headquarters as soon as travel arrangements have been made.

D. Airline Miles: Any airline miles earned by individuals traveling on behalf of NALA remain the property of said individual.

POLICY OF THE BOARD OF DIRECTORS
NATIONAL ASSOCIATION OF LEGAL ASSISTANTS

3. Meals:

A. Reimbursed Food and Drink Expenses: Actual food and drink expenses incurred will be reimbursed up to the maximum allowance for the meeting location as set forth in the current Internal Revenue Service Per Diem Reimbursement Table, which shall include tips. The number of days to be reimbursed will be as determined by the President.

B. Non Reimbursed Food and Drink Expenses: Unless approved by the President, the following food and drink expenses will not be reimbursed: (i) alcohol, and (ii) the all convention luncheon at the Annual Convention.

4. Additional Expenses: Additional expenses incurred on behalf of NALA, including but not limited to tips, postage, telephone, facsimile, overnight delivery, and supplies shall be reimbursed. Extraordinary expenses and those expenses not covered by this expense reimbursement policy must be approved by the President. Internet access fees incurred while traveling (i.e. airport, hotel, meeting location, and/or restaurants), will not be reimbursed unless approved by the President.

5. Annual Convention Registration Fee: The NALA annual convention registration fee is waived for the members of the CEC Convention Committee. However, if a member of the CEC Convention Committee seeks CLE credit for attending an educational session, the Committee member shall ask headquarters to prorate the registration cost for those sessions for which credit is sought. Headquarters shall then submit an invoice to such Committee member for the prorated cost.

6. Attendance at Annual Convention Events: In order to receive reimbursement for Annual Convention expenses, attendance is required at all NALA business and social events, as defined by the President in advance of the Annual Convention. Absence at any NALA business or social event shall require prior approval of the President.

7. Expense Reimbursement Voucher:

A. Submission: Those requesting reimbursement from NALA for expenses shall file within thirty (30) days of incurring the expense, an executed NALA approved form of expense reimbursement voucher with the NALA Treasurer, forwarding a copy to the NALA President and NALA headquarters either by email, facsimile, or U.S. Mail. Any expense reimbursement voucher submitted later than thirty (30) days after the expense is incurred (other than those described in paragraph 5.D below), must be accompanied by written approval of the President.

B. Receipts: Individuals are not required to submit receipts with the expense reimbursement voucher; however, they are advised to retain records of receipts to document expenses incurred in the event a question arises and receipts are requested.

C. Treasurer: The NALA Treasurer shall verify that the submitted expense reimbursement voucher complies with NALA policy, make any required revisions, sign the form and submit it promptly to NALA headquarters for payment.

D. Reimbursement Amount Less than Twenty-five Dollars: In the event the reimbursable amount is less than Twenty-five Dollars (\$25.00), an expense reimbursement voucher shall not be submitted until the amount to be reimbursed reaches Twenty-five Dollars (\$25.00). If, after thirty (30) days the Twenty-five Dollars (\$25.00) has not been reached, an expense reimbursement voucher shall be submitted pursuant to the terms of this reimbursement policy.

POLICY OF THE BOARD OF DIRECTORS

NATIONAL ASSOCIATION OF LEGAL ASSISTANTS

8. Employees of NALA: A NALA employee who is requested by the executive director or President to travel on behalf of NALA shall be reimbursed for all reasonable actual expenses. Additionally,
- A. Approval: Expense claim forms must be approved by the executive director or President.
 - B. Lodging: Lodging expenses will be reimbursed at the reasonable single room rate if appropriate receipts are submitted.
 - C. Travel Advance: NALA employees may obtain travel advances for incidental expenses at the discretion of the executive director or President.
9. Violation of Expense Reimbursement Policy: In the event that an individual violates this reimbursement policy, the individual may then be removed from membership in NALA pursuant to Section 3.22 of the NALA Bylaws.

POLICY OF THE BOARD OF DIRECTORS
NATIONAL ASSOCIATION OF LEGAL ASSISTANTS

LIMITATIONS
STAFF DIRECTIVES

Annual Membership Meeting – Campaign Guidelines

Title: Annual Membership Meeting - Campaign Guidelines
Adopted: 9/30/95; amended 3/4/06; amended 3/2/07; 10/4/08; 3/7/09

Any qualified candidate shall complete a declaration of candidacy form which shall include a statement that the candidate has read and will follow the campaign guidelines.

1. Campaign Guidelines-Officer and Director Candidates.

- a. A qualified candidate who intends to file or has filed the appropriate declaration to run for an elected office may not campaign by mail, phone or electronic means, except as published in the FACTS & FINDINGS or official candidate information mailed to NALA active members by headquarters.
- b. Campaigning at the annual convention shall be limited to such time and place as shall be designated by the board when scheduling annual convention events.
- c. Candidates shall be clearly identified at all times at the annual convention by special badges and/or ribbons.
- d. No campaign material will be allowed to be distributed.
- e. In keeping with Article III, 3.10 of the NALA Bylaws, no person shall solicit any proxies and proxies obtained by such solicitation may not be used at any membership meeting nor shall the same be accepted by the secretary.

The terms "solicit" and "solicitation" include:

- i. Any request for a proxy whether or not accompanied by or included in a form of proxy;
- ii. Any request to execute or not to execute, or to revoke, a proxy; or
- iii. The furnishing of a form of proxy or other communication to NALA members under circumstances reasonably calculated to result in the procurement, withholding or revocation of a proxy.

The terms do not apply, however, to:

- i. A communication by a NALA member who does not otherwise engage in a proxy solicitation stating how the member intends to vote and the reasons for the decision; or
- ii. The performance of any ministerial act by any person on behalf of another person requesting a proxy form or information about the proxy process.

2. Campaign Guidelines - Affiliated Associations Director and Affiliated Associations Secretary.

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- a. A qualified candidate who wishes to run for affiliated associations director or affiliated associations secretary may obtain a list of the names and addresses of NALA representatives for all NALA affiliated associations for the purpose of seeking nomination by mail.
- b. Only one mailing which shall be sent out on non-letterhead paper shall be allowed and the content of the mailing shall be limited to giving background information and qualifications of the candidate and requesting nomination. In no event shall headquarters be asked to send out campaign literature for the candidate.
- c. Campaigning at the annual convention shall be limited to such time and place as shall be designated by the board when scheduling annual convention events.
- d. Candidates shall be clearly identified at all times at the annual affiliated associations meeting by special badges and/or ribbons.
- e. No campaign material will be allowed to be distributed.

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APPENDIX C
DEFINITIONS - NON COMPETE AGREEMENT

Members of the NALA Executive Committee and Board of Directors must execute in the presence of a notary public a non-compete agreement within 30 days of election which reads as follows:

WHEREAS, National Association of Legal Assistants, Inc. (hereinafter "NALA"), is a not-for-profit, Oklahoma corporation and a voluntary, professional association which is engaged in activities for and on behalf of legal assistants; and

WHEREAS _____ has been elected or appointed to the position of Director of NALA (hereinafter referred to as "Director"); and

WHEREAS, NALA wishes to engage Director in that position and intends to and will otherwise make to Director disclosures of certain information which is confidential and proprietary; and

WHEREAS, Director recognizes that he/she will, by reason of performing the duties of Director for NALA, have access to or acquire certain confidential and proprietary information of NALA; and

WHEREAS, it is in the best interests of the Director and NALA that this Agreement be executed as recognition of Director's strict fiduciary duty and obligation to NALA;

NOW THEREFORE, FOR AND IN CONSIDERATION OF the engagement by NALA of Director in that position and the access granted to Director to NALA's confidential and proprietary information, NALA and Director agree as follows:

I. CONFIDENTIAL AND PROPRIETARY INFORMATION OF NALA

It is understood that Director's term as Director with NALA may involve access to confidential and proprietary information which is known by NALA and which is not known in the legal assistant profession generally or to the public. For the purposes of this Agreement, confidential and proprietary information shall include, but shall not be limited to, all information which has been or may be identified by NALA as confidential, or which Director has reason to believe is being maintained in confidence by NALA, including but not limited to, information regarding or contained in any list of NALA members, personnel files, applications of any and every sort, certification tests, applications and results, reports and other information relating to the business affairs of NALA or otherwise originating in NALA or disclosed to NALA by others under an obligation to hold the same confidential, whether such information is embodied in memoranda, manuals, letters or other documents, drawings, flow charts, computer disks, audio or video tapes or any other information or storage media.

Director recognizes and acknowledges that such confidential and proprietary information, as the same may exist from time to time, is a valuable, special and unique asset of NALA's business.

Director agrees that she/he will never during or after the term of her/his position with NALA, disclose any such confidential and proprietary information (or any part thereof) to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

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II. NON-COMPETITION; OTHER EMPLOYMENT

During the term of Director's elected and/or appointed position with NALA and for a period of three (3) years after the termination, for any reason, of said position, Director will not, without the prior express written consent of NALA, directly or indirectly, manage, operate, control, be employed by, participate in, advise, consult with, promote, or be connected with the formation, organization, management, operation, or control of any national organization, or national association, or any organization or association representing or purporting to represent legal assistants on any level or scope beyond the representation of legal assistants living and working within the physical boundaries of any one state or any regional, multi-state area (not to exceed five (5) states) if any of the activities of such organization or association are related in any way to the business of legal assistants or in any other business competitive with any type of business engaged in by NALA during Director's elected and/or appointed term.

Director will not, during the term of this Agreement, without NALA's prior, written consent, engage in any activity that would or may materially affect or interfere with Director's obligations under this Agreement.

III. NOT A CONTRACT OF EMPLOYMENT

This Agreement does not constitute a contract for employment for a fixed term. Director acknowledges the freedom to resign from her/his position and NALA is free to terminate Director's association with NALA as provided in the Bylaws of NALA.

IV. EQUITABLE RELIEF

Director acknowledges that the foregoing provisions are, in view of the nature of the business of NALA, reasonable and necessary to protect the legitimate interests of NALA, and that any violation of any provision of this Agreement will result in irreparable injury to NALA. Director therefore agrees that any such irreparable injury may not be adequately compensated for by money damages and that therefore, in the event of any actual or threatened breach of this Agreement, NALA shall be entitled, in addition to any other remedies available to it, to a temporary restraining order and to preliminary and final injunctive relief against Director to prevent any violations of this Agreement.

If in any litigation that might arise over the non-compete provisions of this Agreement, a court should determine that the restrictions contained in the non-compete provisions are too broad in geographic scope, too broad in terms of activities covered, or too long in duration to be enforceable in equity, such provisions as the court might find unenforceable are and may be amended only so much as shall be necessary in order for the restrictions to be enforceable and, as so amended, may be and shall be enforced by such court.
