



7666 East 61st Street, Suite 315 | Tulsa, OK 74133 | 918.587.6828 | www.nala.org

2021 DECLARATION OF CANDIDACY

Thank you for your interest in the 2021 NALA elections. All candidates must complete the declaration of candidacy form and provide a headshot photograph to NALA by mail to 7666 E. 61st Street, Suite 315, Tulsa, OK 74133; or electronically to pvanstraten@nala.org, no later than **March 15, 2021** (postmarked or received). Declarations received after the deadline will not be accepted.

The information you provide on your declaration of candidacy form will be published exactly as submitted. We will not be proofing or correcting any errors. Please do not attach additional pages to the declaration of candidacy form.

Eligible Candidates

- After verification of your eligibility to run, you will receive question(s) via email that must be answered and returned to NALA. The due date for the response will be provided with the question(s). Your response will be published on the website with your candidate profile.
- All eligible candidates will be required to submit a 3-minute video explaining why they want to serve on the NALA Board. Instructions on submitting the video will be provided.
- All eligible candidates will be invited to participate in a virtual Candidate Forum via the GoToMeeting platform on June 16, 2021. Each candidate will be provided the opportunity to make a brief 1-2-minute presentation and then field questions from the forum participants. The Forum will be recorded.
- All eligible candidates will be invited to participate in the in-person Candidate Forum the morning of July 22, 2021, at the NALA Conference & Expo in Louisville, Kentucky. Each candidate will be provided the opportunity to make a brief 2-3-minute presentation and then field questions from the forum participants. This Forum will be streamed live.

Election of Directors

In 2021, two at large directors will be elected for two-year terms. These directors may reside or be employed within any of the areas listed below:

- **AREA 1:** Alabama, Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, Mississippi, North Carolina, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, Washington DC, West Virginia. Also included in this area are: Brazil, England, Ontario, Puerto Rico, and the Virgin Islands.

- **AREA 2:** Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Texas, Wisconsin.
- **AREA 3:** Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, Wyoming. Also included in this area are: Bahrain, Guam, Hawaii, Singapore, Taiwan, New Zealand, and American Samoa.

These directors are elected for a two-year term and may serve a maximum of two consecutive terms.

Election of Officers

Officers to be elected are:

- Vice President
- Secretary
- Treasurer

These officers are elected for one-year terms and may serve a maximum of two consecutive terms.

The President of NALA is elected for a one-year term by the Board of Directors from among its members during the Board's Spring meeting. The President-elect takes office in July with the other new officers and Board members.

Voting Process

Members who are classified as Active type membership for at least 45 days prior to the Annual Meeting will vote electronically.

Voting will take place online from the convenience of your office, home, cellphone, or at conference on your own device until 9:30am CT on July 22, 2021. Voting information and validation will be sent to the primary email on NALA's system. If unable to vote during the 3-week voting window, a proxy form can be submitted to ensure the vote is received. More information about proxy voting is available on the NALA website at www.nala.org.

The election results will be announced at the Annual Membership Meeting on July 22, 2021, at the NALA Conference & Expo in Louisville, Kentucky.

Documents to Review

Prior to submitting your declaration of candidacy, please review the following documents:

- NALA Bylaws (*obtain copy at www.nala.org, About NALA, More Information*)
- NALA Board of Directors Expectations (*included*)
- Agreement Relating to Proprietary and Confidential Information (*included*)
- NALA Expense Reimbursement Procedures (*included*)
- Campaign Guidelines (*included*)

NALA does not provide reimbursement of expenses to attend Conference for those running for office.

Please contact pvanstraten@nala.org with any questions you may have regarding the election procedures.

The NALA Board of Directors (the Board) recognizes the importance of exceptional board leadership and believes that a strong and effective board is needed for continual success in reaching its mission (“Advancing paralegals through certification and professional development”). Our board members are active advocates and ambassadors for the organization and for the paralegal profession.

On behalf of the Board, the Nomination Committee extends an invitation to qualified members to get involved in your GREAT association. Serving on the Board is a rewarding, gratifying, and an enjoyable way to be engaged in your association.

Your completed Declaration Form must be submitted before the March 15, 2021, deadline.

Please do not hesitate to reach out to a member of the Nomination Committee to discuss details of board service.

2020-2021 Nominations Committee

Jill I. Francisco, ACP, Co-Chair
(304) 691-8314 - jill.francisco@dinsmore.com

Nancy L. Jordahl, ACP, Co-Chair
(407) 923-7738 - njordahl@hotmail.com

Kelly A. LaGrave, ACP
(517) 364-5196 - Kelly.LaGrave@sparrow.org

Cheryl J. Nodarse, ACP
(989) 493-0340 - cheryl@vlahakiscolelaw.com

Debra L. Overstreet, ACP
(918) 855-2278 - debbieoverstreetacp@gmail.com



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DECLARATION OF CANDIDACY FORM

(Office or Director Position)

I hereby declare that I am: (1) actively employed as a paralegal; (2) a current holder of the CP certification; (3) legally competent to enter into contracts; (4) a citizen of the United States; and (5) an Active type member of the National Association of Legal Assistants, Inc.

Name	
Home Address	
Home Phone	
Office Address	
Office Phone	
Office Fax	
Primary Email	

Qualifications for Officer or Director

Paralegal since:
NALA Member since:

Educational background: (Maximum word count is 200)

Professional Certification or Awards: (Maximum word count is 200.)

Previous or current volunteer activities for NALA or other professional association(s): (Max word count is 200)

Membership in other associations (Include NALA Affiliated Associations, if applicable): (Max word count is 200)

Other Qualifications or comments: Maximum word count is 200)

I acknowledge that I have read the NALA Bylaws and campaign guidelines. I hereby declare myself as a candidate for the office stated above.

Date: _____ Signature: _____

NALA BOARD OF DIRECTORS EXPECTATIONS

The role of the Board of Directors is to make policy, set direction, make decisions, hire and fire the Chief Executive Officer (“CEO”), and commit the National Association of Legal Assistants, Inc. (“NALA”) financially and programmatically.

Every member of the NALA Board of Directors must be legally competent to enter into contracts, a citizen of the United States, an Active type member of NALA, actively employed as a paralegal, and must maintain current CP status.

While serving as a member of the NALA Board of Directors, you will be expected to adhere to the guidelines set forth below.

Prepare: NALA Board of Directors meetings are held 4 times a year. The first regular meeting will be at the same location of the annual conference. The second board meeting is in September or October at a location TBD. The third board meeting will be held in March or April at a location TBD. At each meeting, your responsibilities include, but are not limited to: preparation of a written board report, review of previous meeting minutes, and review of all reports submitted by other board members, committee chairs, and NALA’s CEO, and a thorough understanding of discussion items on the agenda.

Participate: While attending a NALA Board of Directors meeting, you are expected to participate. You should listen with an open mind to all of the viewpoints of others on the topics at hand and offer your viewpoint clearly and concisely. You are expected to recognize that all decisions made are intended to align with NALA’s Mission Statement and are in the best interest of the Association and its members. Finally, the NALA Board of Directors operates under the Carver method and speaks with one voice outside the boardroom, regardless of personal opinions.

Evaluate and follow-up with assigned tasks: When assigned a task you are expected to ensure deadlines are met and the assigned task completed and presented to the board. If you cannot meet the deadline, perform the task, or do not understand the assignment, please inform the President immediately.

Fulfill responsibilities: You are required to attend ALL board meetings and act within the Board’s Policies and Procedures Guidelines. While you are serving as a representative of NALA, remember the focus is on the good of NALA and its members. You should be able to communicate and understand NALA’s mission and vision. All NALA Board of Director members are expected to be advocates for NALA members and listen to NALA members’ thoughts and suggestions regarding NALA’s programs. Finally, all NALA Board of Directors members are expected to work cohesively with NALA headquarters staff.

NATIONAL ASSOCIATION OF LEGAL ASSISTANTS, INC.
POLICY OF THE BOARD OF DIRECTORS

Title: Expense Reimbursement Procedures

Adopted: 3/8/98; Amended 3/2/02; 10/1/04; 3/4/06; 3/1/08, 3/7/09; 3/5/11; 4/22/11; 4/7/18; 10/13/18

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:

A. Lodging

Lodging for committee and Board of Directors 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 Annual Conference, committee meeting or Board of Directors meeting, NALA will reimburse for reasonable room rates incurred. For the Annual Conference, lodging for Board Members and Nominations Chair shall be reimbursed for the number of nights determined by the President in the amount equal to the single room rate for the location selected by the President. Lodging for the Affiliated Associations Secretary at the Annual Conference shall be reimbursed for two (2) nights in an amount equal to the single room rate for the same location.

B. Transportation:

1. Individuals may book flight reservations upon preapproval from NALA or may seek assistance from NALA to make those reservations. Individuals 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 as soon as travel arrangements have been made.
 - a. Airfare and Related Air Travel Expenses: For an individual traveling by air on behalf of NALA, the following travel expenses shall be reimbursed:
 - i. Round trip coach airfare from the nearest airport to the meeting location (at the most reasonable rate).
 - ii. Airline Miles: Any airline miles earned by individuals traveling on behalf of NALA remain the property of said individual
 - iii. Airline fees for one piece of luggage.
 - iv. Mileage between home and airport, or cab fare or shuttle service between home and airport.
 - v. Cab fare or shuttle service between airport and hotel.
 - vi. Airport parking charges.

2. Mileage and Auto Travel Reimbursement: For an individual traveling by vehicle on behalf of NALA, the following travel expenses shall be reimbursed:
 - a. Automobile mileage between home and the meeting location at the current IRS reimbursement rate for business travel.
 - b. Parking fees.
 - c. Toll fees.
 - d. In no event shall the mileage and auto travel reimbursement exceed the cost of the most reasonable airfare. Proof of most reasonable airfare shall be submitted with the claim.
3. Non-Reimbursed Transportation Expenses:
 - a. Unless pre-approved by the President, expenses for rental cars will not be reimbursed. In the event rental car expenses are pre-approved by the President, the following will apply:
 1. Parking fees for rental cars, and traffic and parking violations incurred while using rental cars will not be reimbursed.
 2. Any incidents, including accidents or traffic violations occurring while using a rental car must be reported to the NALA President and the NALA CEO within 24 hours of the incident. While operating a rental car for NALA business, it is strictly prohibited to (1) text while driving, (2) consume alcoholic beverages; (3) use unauthorized drugs and/or medication that may impair judgment and driving; and (4) operate the vehicle for non-NALA business use.
 - b. Luggage fees charged by the airlines for overweight or oversized luggage and for more than one piece of luggage will not be reimbursed.
 - c. Any non-essential fees charged by the airline will not be reimbursed.
- C. Meals
 1. Reimbursed Food and Drink Expenses: Food and drink expenses incurred will be reimbursed up to the maximum daily allowance for the meeting location as set forth in the current Internal Revenue Service Per Diem Reimbursement Table. For the Annual Conference, the Per Diem Reimbursement for the Affiliate Associations Secretary shall be limited to three (3) days. For all other volunteers and events, the number of days to be reimbursed will be determined by the President.
 2. Non-Reimbursed Food and Drink Expenses: Unless approved by the President, the expenses for alcoholic items will not be reimbursed.
- D. Additional Expenses: Additional expenses incurred on behalf of NALA, including but not limited to tips, postage, 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 will not be reimbursed unless approved by the President.
- E. Annual Conference: All current members of the NALA Board of Directors shall receive complimentary registration for the Annual Conference.
 1. In order for Board members to receive reimbursement for other Annual Conference expenses, attendance is required at all NALA business and social events, as defined

by the President in advance of the Annual Conference. A Board member's absence at any NALA business or social event shall require prior approval of the President.

F. Claim Worksheet

1. Submission: Volunteers requesting reimbursement from NALA for actual expenses incurred shall file a completed and executed NALA Expense Claim Worksheet form within thirty (30) days of incurring the expense. The form shall be submitted to NALA, via expense@nala.org. Any expense claim submitted later than thirty (30) days after the expense is incurred must be accompanied by written approval of the President.
2. Receipts: Individuals are required to submit all receipts with their expense reimbursement vouchers. Failure to submit receipts may result in a delay in the reimbursement of expenses.
 - a. Receipts are not required for cash tips to hotel personnel, taxi drivers, or shuttle drivers.
3. 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 for payment.

G. Employees of NALA

1. A NALA employee who is requested by the CEO or President to travel on behalf of NALA shall be reimbursed for all reasonable actual expenses.
 - A. Approval: Expense claim forms must be approved by the CEO 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 CEO or President.
- H. In the event of an overpayment of expenses, the overpayment shall be returned to NALA within 60 days.
- I. 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.

NATIONAL ASSOCIATION OF LEGAL ASSISTANTS, INC.
POLICY OF THE BOARD OF DIRECTORS

Title: Annual Membership Meeting – Campaign Guidelines

Adopted: 9/30/95; Amended 3/4/06; 3/2/07; 10/4/08; 3/7/09; 3/30/19

- A. 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.
- B. Campaign Guidelines-Officer and Director Candidates.
 - 1. 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 NALA.
 - 2. No distribution of campaign material will be allowed.
 - 3. Noncompliance with this policy will result in disqualification as a candidate.
- C. Campaign Guidelines. Affiliated Associations Director and Affiliated Associations Secretary.
 - 1. 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.
 - 2. 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 NALA be asked to send out campaign literature for the candidate.
 - 3. Campaigning at the annual conference shall be limited to such time and place as shall be designated by the Board when scheduling annual conference events.
 - 4. Candidates shall be clearly identified at all times at the annual affiliated associations meeting by special badges and/or ribbons.
 - 5. No distribution of campaign material will be allowed.



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**Agreement Relating to Proprietary
And Confidential Information**

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 paralegals; and

WHEREAS _____ has been elected or appointed to the position of Director with 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 and 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 with NALA may involve access to confidential and proprietary information which is known by NALA and which is not known in the paralegal 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.

II. 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.

III. 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.

Signature

Date