

# Policy and Procedure Manual

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# Policy and Procedure Manual

## Table of Contents

<b>Section I:</b>	<b>General Information</b>	
	Vision.....	4
	Objectives.....	4
	Contact Information.....	4
<b>Section II:</b>	<b>Organizational Structure</b>	
	Organizational Chart.....	5
	Directors and Officers.....	6
	Committees.....	7-8
	Governance.....	9
	Executive Director.....	9
<b>Section III:</b>	<b>Bylaws</b> .....	10-17
<b>Section IV:</b>	<b>Policies and Procedures</b>	
	Budget Preparation.....	18
	Policy and Procedure Manual Update.....	18
	Insurance.....	18
	Conflict of Interest.....	19-20
	Membership Directory Usage Policy.....	21
	Membership Categories.....	22
	Membership Processing and Dues.....	22
	Release and Waiver of Name and Photo.....	23
	Document Retention and Destruction Policy.....	24-25
	Alcohol Policy.....	26
	Affiliations with Other Organizations.....	27
<b>Section V:</b>	<b>Board and Committee Activity</b>	
	Board Reports.....	28
	Board of Directors Meeting Guidelines.....	28
	Travel Funding.....	28
	Minutes for Board Meeting.....	29
	Nominating Process.....	29
	Orientation Process for New Board Members.....	29-30
	Financial Guidelines.....	31
<b>Section VI:</b>	<b>Conferences and Events</b>	
	Annual Conference Site Selection.....	32
	Annual Conference Policies and Procedures.....	33
	Awards.....	34
	Award Nomination and Selection .....	35
	Award Selection Process.....	35
	Conference Scholarship.....	35
	Regional Events Guidelines.....	36-38
<b>Section VII:</b>	<b>Marketing</b>	
	Copyright License for Articles in SALGBA Publications.....	39
	Members' Use of Association Logo.....	40
	Website Linking Agreement.....	41-42
<b>Section VIII:</b>	<b>CERTIFICATION PROGRAM</b> .....	43



# Policy and Procedure Manual

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## **VISION**

SALGBA is the premier organization providing educational and collaborative support for public sector employee benefits professionals.

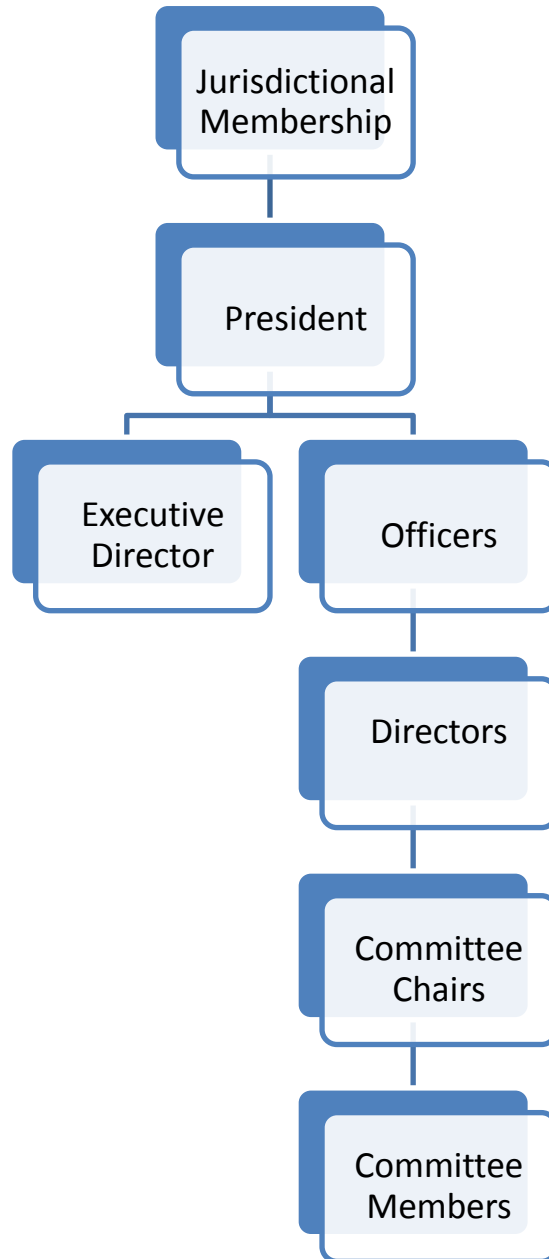
## **OBJECTIVES**

- A. Provide valuable opportunities for the exchange of information, ideas, knowledge and expertise through networking and the use of electronic and print media.
- B. Be a collective voice on national employee benefit issues.
- C. Enhance and promote professional education through conferences and the Certified Government Benefits Administrator (CGBA) program.
- D. Create partnerships with professional, educational and other benefits-related organizations.

## **CONTACT INFORMATION**

The official mailing address of the State and Local Government Benefits Association is PO Box 867, Berea, KY 40403. The primary contact information is as follows: telephone (859) 623-8676, fax (859) 623-8694, website [www.salgba.com](http://www.salgba.com), email [salgba@salgba.com](mailto:salgba@salgba.com)

**ORGANIZATIONAL CHART**



# Policy and Procedure Manual

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## **DIRECTORS AND OFFICERS**

There shall be a Board of Directors consisting of three officers and four directors at-large. Specific election procedures shall be contained in the By-Laws.

The officers of the association shall be the president, president-elect and treasurer, and each officer shall have the duties and functions usually attached to such office. The specific function and responsibility of each officer shall be contained in the by-laws. The officers, in addition to the immediate past-president, shall constitute the executive committee.

The president and president-elect shall be confirmed at the annual business meeting, for terms of one year or until their successors shall have been confirmed. The president-elect shall be the candidate for president. No person shall serve as president more than once in a five-year period, unless exception is approved by a majority vote of the Board of Directors.

In the event a vacancy occurs in the presidency the most recent past president will fill the remainder of the vacant term. Any other officer vacancies shall be filled by a majority vote of the Board of Directors.

The treasurer shall be appointed as an ex-officio board member by the Board of Directors at the annual meeting for a term of three years or until a successor has been appointed.

Directors at-large shall be elected for three-year terms. Vacancies during a term shall be filled by the President subject to a vote of the majority of the Board of Directors.

No more than one representative from a governmental unit shall serve as a Board member at the same time.

The three most immediate past presidents who are active Jurisdictional Members, shall be non-voting ex-officio members of the Board, except in the case of a tie vote, when the most immediate past President shall have a vote to break the tie. If any or all of the three most immediate past presidents are not active Jurisdictional Members, then the President can appoint a (n) alternate(s) past president to fill the vacancy. The three most immediate past presidents shall be considered by the Board to fill the Treasurer position whenever that position becomes vacant.

An Associate Member appointed by the President for a two year term shall serve as a non-voting ex-officio member of the Board. The Associate Member appointment is subject to approval of the Board of Directors. The board shall have two associate member advisor positions.

The Board of Directors is the governing body of the Association and shall give direction to the President for execution of such policy.

The specific function and responsibilities of the Board of Directors shall be contained in the By-Laws. Board members shall be required to chair or co-chair at least one of the nine standing committees.

# Policy and Procedure Manual

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## COMMITTEES

There shall be nine standing committees of the Association as follows:

**Program:** develop annual conference program – keynote speaker, educational content, speaker selection, oversight of program/speaker administration: speaker confirmations, speaker gifts, moderator recruitment, session evaluation forms, with Treasurer, point of approval for speaker fees and travel reimbursement, target programs specific to contemporary issues

**Governance:** review and maintain Constitution and By-Laws and propose revisions, submission/coordination of potential changes with Board/members, act as parliamentarian at business meetings, decision maker on operational questions based on Constitution, By-Laws, and Policy and Procedure Manual

**Finance:** review all budgets and financial statements, recommend budgets to Board, maintain a 1.25% of annual fixed costs as a reserve, and maintain value/affordability

**Communications:** coordinate publishing and distributing of newsletter: develop editorial calendar and solicit submissions; facilitate production, writing, proofreading and design, submit articles for the newsletter and website in support of member services, Website/Technology development: oversee maintenance of association's web page; assist staff in development and management of association website including timely updates and promotion to members; research and offer suggestions on technology to assist the association

**Membership:** promote membership recruitment and retention

**Nominating:** recommend nominations for the Board of Directors, solicit and evaluate potential Board members, conduct elections, solicit nominations for awards, review award nominees and recommend award recipients to the board.

**CGBA:** promotion and oversight of CGBA program, review CGBA applications and determine credits to be awarded, submit articles for newsletter and website promoting CGBA program and awards recipients, recommend changes to CGBA program to Board, explore development of web-based training, growth and expansion of the CGBA program

**Conference Committee:** oversight of conference planning and preparation, including: theme selection, pre-conference activities (tour), Tuesday evening event, sponsor/exhibitor recruitment and recognition, graphics and layout of conference materials, menu selection, audiovisual needs and room setup requirements, hotel arrangements, registration process, attendee evaluations, develop, solicit and analyze proposals for future conference sites and perform or oversee site selection process

**Executive Committee:** general administration of association's affairs, oversight of SALGBA office, review of administrative agreement and performance

## Policy and Procedure Manual

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Committee chairpersons shall be appointed by the President annually except that the chairperson of the Nominating Committee shall be the immediate past president of the Association, the chairperson of the Finance Committee shall be the Treasurer and the chairperson of the Program Committee shall be the President-Elect. Standing committee members shall be appointed by the committee chairperson, subject to approval by the President, and will consist of a minimum of two members including the chairperson.

Ad hoc committees to deal with special situations and problems may be appointed by the President.

Committee vacancies may be filled by the President of the Association and the President may appoint additional members as needed.

# Policy and Procedure Manual

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## **GOVERNANCE**

SALGBA is governed by an elected Board of Directors in accordance with the SALGBA Constitution and Bylaws.

## **EXECUTIVE DIRECTOR**

The Executive Director is contracted to provide services to SALGBA. Responsibilities are outlined in the management contract signed between SALGBA and the management firm.

# Policy and Procedure Manual

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## BY-LAWS

### 1. MEMBERSHIP

#### A. Jurisdictional Membership

1. Definition of Jurisdictional Membership in this Association shall be restricted to
  - a. States, counties, and municipalities, public, primary, secondary, and higher education organizations, or other political subdivisions created by any of the state's statutes provided such subdivisions otherwise qualify for membership.
  - b. Benefit related not-for-profit organizations / political subdivision (benefit coalitions, joint insurance funds, etc.) and health care quality of care groups that primarily include public sector purchasers or whose primary interest is benefits for a public sector jurisdiction. The entity must not sell a benefit product nor have any interest in soliciting SALGBA for any profit-related motive.
  
2. Qualifications
  - a. The entity must employ a full time staff member who devotes a major part of his or her time to the administration of life, health, retirement, or related benefits.
  - b. The entity must be willing to have the staff member referred to above, or a qualified assistant, represent it in the Association.
  - c. The entity must have at least one (1) or more of the following major benefits programs now in force:
    1. Health and Related Insurance Benefit Programs
    2. Life/AD&D Insurance Benefit Programs
    3. Disability Benefit Programs
    4. Retirement and Deferred Compensation Programs
    5. Wellness, Health Promotions, and Employee Assistance Programs
    6. Cafeteria/Flexible Benefits (IRC Section 125) Programs
    7. Purchasing of Benefit Programs and Service Contracts
    8. Benefit Plan Accounting Procedures and Financing
    9. Specialized Programs (includes, but is not limited to the following sub-topics)
      - a. Workers Compensation
      - b. Dental Insurance Benefit Programs
      - c. Long Term Care Benefit Programs
      - d. Vision Care Benefit Programs
      - e. Quality-of-care initiatives.
      - f. Human Resources Management.

# Policy and Procedure Manual

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- d. The entity through its representative, must agree, subject to law or organizational policy, to participate in exchanges of information relative to insurance coverage, methods of purchase, cost containment programs, and premium and operational costs. Requests for withholding names of states, counties, municipalities or other political subdivisions participating in such exchanges will be honored.

- B. **Associate Membership-Definition/Qualifications**

Non-voting Associate membership shall be open to consultants, insurance companies, and professional groups but shall not include unions or other employee organizations. Membership is subject to the approval of the Board of Directors.

- C. **Honorary Membership-Definition/Qualifications**

A member who would not otherwise qualify for membership as an Associate or Jurisdictional Member, and has attained a minimum of six (6) years of professional membership in SALGBA may apply for honorary membership. Membership is subject to the approval of the Board of Directors. When approved, the honorary member's name will be maintained on the membership list and will receive all SALGBA mailings. Honorary members shall be entitled to all privileges of membership except the right to vote or hold office.

- D. **Membership Fees**

Membership fees shall be determined on an annual basis by a majority vote of the Board of Directors.

## II. **BOARD OF DIRECTORS**

- A. The Board of Directors shall meet at least twice a year. The Board may also meet at the call of the President or upon request of a majority of Board members. At its discretion, the Board may delegate certain duties and functions to the Association's Administrative Services Contractor (ASC).

## III. **ADMINISTRATIVE SERVICES CONTRACTOR (ASC)**

The Board of Directors may contract for administrative services and other services it deems appropriate. The ASC contract will specify the required services and will be signed by the President.

# Policy and Procedure Manual

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## IV. BOARD DUTIES

### A. President

The President of the Association is the elected official responsible for directing all operations of the Association, under the guidance of the Board of Directors, and shall:

1. Preside over and establish the agenda for all business meetings of the Association.
2. Act as chairperson of all meetings of the Association and of the Executive Committee
3. At the annual meeting, present for membership approval the minutes of the business meeting(s) of the Association which have not been previously approved by the membership.
4. Appoint board members as committee chairperson except for the Nominating, Program and Finance chairpersons.
5. Advise, counsel and give direction to all committee chairpersons in the performance of their duties.
6. Establish ad hoc committees (in addition to standing committees) as needed for any special problems or situations.
7. Approve committee members and appoint additional members if the need arises.
8. Recommend to the Board new initiatives and expenditures.
9. Be the spokesperson for the.
10. Perform such other duties which seem a natural function of the office and which are in the best interest of the Association, as determined and directed by the Board of Directors.
11. Review and sign off on all contracts.

### B. President-Elect

1. In the absence of the President (for any reason), is responsible for directing the operations of the Association and shall assume all responsibilities outlined for the President, under the guidance of the Board of Directors.
2. Chair the Program Committee.
3. Work closely with the Treasurer to develop, maintain and monitor budgets.
4. Participate on the Finance Committee.
5. Perform the duties of Treasurer in his/her absence.
6. Assist in preparation of proposals for contracts and services to be presented to the Board.
7. In addition to the above, this officer shall also perform such other duties, which seem a natural function of the office and which are in the best interest of the Association, as determined and directed by the President.

# Policy and Procedure Manual

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## B. Treasurer

The Treasurer of the Association is an appointed Ex-Officio Board Member responsible for the financial operations of the Association. The Treasurer shall:

1. Propose/monitor approved budgets and make recommendations as necessary concerning funds availability.
2. Disburse funds for Association expenses based on guidelines adopted by the Board of Directors.
3. Review and sign off on all contracts, certifying funds for contracts valued at over \$7,500.
4. Obtain an annual review of the Association funds and present such review to the Board of Directors.
5. At the annual meeting, present a report indicating the previous cash balance on hand at the last annual meeting, disbursements made or payable and the actual or projected cash balance as of the current meeting.
6. In the event the State and Local Government Benefits Association would dissolve, any assets after creditors will be donated by the Treasurer to an organization or organizations that are tax-exempt under Federal statutes in accordance with instruction from the Board of Directors.
7. Transfer all official records concerning Association funds to an appointed successor within thirty (30) days following the appointment.
8. Serve as Chair of the Finance Committee.
9. In addition to the above, this officer shall also perform such other duties, which seem a natural function of the office and which are in the best interest of the Association, as determined and directed by the President.

## D. Past-Presidents

There shall be three Past Presidents serving as Ex-Officio Board Members.

1. The most immediate Past-President on the board shall serve as Chair of the Nominating Committee.
2. The most immediate Past-President shall serve as an ex-officio, non-voting member of the Executive Committee.
3. One of the Past-Presidents shall be appointed by the President to participate on the Finance Committee.
4. Past-Presidents may be considered as appointees for the Treasurer's position when a vacancy occurs.

## E. At-Large Board Members

1. Serve on or chair a committee.

# Policy and Procedure Manual

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## V. COMMITTEES

The committees of the Association shall have the following functions and responsibilities:

### A. Program Committee

1. This committee is responsible for the annual conference program content, including subject speakers.
2. Submit an agenda to the Board and CGBA Committee Chairperson indicating the proposed program, including subjects, and if available, the names of the speakers. The report shall be reviewed and approved by the CGBA Chairperson and the Board.
3. The committee shall also perform such other duties which seem a natural function of the committee and which are in the best interest of the Association, as determined and directed by the President.

### B. Governance Committee

1. The function of this committee shall be to maintain the Constitution, By-laws and Policy and Procedure Manual for the Association.
2. The committee shall review and draft updates to these governing documents for approval by the Board of Directors.
3. The chairperson shall act as parliamentarian for the President at all business meetings of the Association.
4. When requested to do so by the President, the chairperson shall render all official decisions concerning operational questions based on the current Constitution and By-Laws.
5. The committee shall also perform such other duties which seem a natural function of the committee and which are in the best interest of the Association, as determined and directed by the President.

### C. Finance Committee

1. This committee shall act as the fiscal arm of the Association. Shall consist of the Treasurer, President-Elect, one Past-President currently serving on the board and one member at-large.
2. Based on the financial status of the Association as reported by the Treasurer, the committee shall recommend budgets within the amount requested or in a reduced amount.
3. . All budgets of the standing or any ad hoc committees shall be reviewed by this committee for operations based on the fiscal year July 1 through June 30.
- 4.
5. The committee shall present all recommended budgets to the the Board of Directors for approval.
6. In the event the Association would dissolve, the Finance Committee will supervise the distribution of funds by the Treasurer.

# Policy and Procedure Manual

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7. The committee shall also perform such other duties which seem a natural function of the committee and which are in the best interest of the Association, as determined and directed by the President.

## D. Communications Committee

1. In cooperation with the President, this committee shall act as the publicity and membership information arm of the Association.
2. The chairperson, with the approval of the President, shall authorize the issuance of appropriate news releases concerning meetings and activities of the Association to appropriate newspapers, periodicals, and other media.
3. The chairperson shall coordinate any internal communications with the membership.
4. Oversee maintenance of the association website.
5. The committee shall also perform such other duties which seem a natural function of the committee and which are in the best interest of the Association, as determined and directed by the President.

## E. Membership Committee

1. This committee will solicit and recruit members.
2. The committee shall also perform such other duties which seem a natural function of the committee and which are in the best interest of the Association, as determined and directed by the President.

## F. Nominating Committee

1. The committee is responsible for arranging and overseeing the nomination, selection and election processes for board positions and the awards.
2. The Committee shall be composed of the three past presidents serving on the board. The Chair of the Nominating Committee is the most Immediate Past President participating on the Board of Directors.
3. In the event any member of the Nominating Committee resigns or is proposed as a candidate for a Board position and agrees to be placed on the ballot, the Chair shall appoint a replacement.
4. The committee shall seek qualified candidates from the membership for the Board of Directors, provided that such nominees do not violate item VI, paragraph C of the Constitution.
5. The committee shall evaluate and validate qualified candidates according to the Board's Policies & Procedures and as set forth in this section.
6. The committee shall notify SALGBA membership of the Board positions to be elected and prepare an application form that is used to solicit, through written or electronic media, nominations for Board positions must be posted at least 90 days prior to the annual meeting.

## Policy and Procedure Manual

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7. The committee shall distribute a written or electronic ballot including all qualified candidates and instructions for voting to the membership within 30 days of the annual meeting.
8. The Chairperson shall tally ballot votes and notify elected board member(s) prior to announcement of newly elected board member(s) to the membership. The candidate(s) receiving the largest number of votes shall be elected to those positions. Results of the election shall be announced within 10 days after the election.
9. The committee shall review all award nominations and select the qualified recipient in each category. The committee will verify with the SALGBA national office that all award winners are Association members in good standing.
10. The committee shall also perform such other duties which seem a natural function of the committee and which are in the best interest of the Association, as determined and directed by the President.

### G. CGBA Committee

1. The primary function of this committee is to provide a coordinated continuing education/certification program for the members of the Association.
2. The committee shall provide general oversight for the certification program and evaluation of applicant credentials. Members of the committee are appointed for one year terms and it is chaired by a CGBA certified member of the Board of Directors as appointed by the President. Committee membership shall include at least one state jurisdictional member, at least one local jurisdictional member and at least one associate member.
3. The Continuing Education Program shall be known as the SALGBA Certified Government Benefits Administrator (CGBA) program and shall be developed and maintained by an accredited college or university.
4. The committee is responsible for insuring that the CGBA program is administered in compliance with the guidelines and procedures approved by the SALGBA Board of Directors.

### H. Conference Committee

1. The function of this committee is the oversight of all SALGBA conferences.
2. The committee will be responsible for the coordination of the annual and regional conferences.
3. The committee chair will review the hotel contract prior to signature by the President.
4. The committee shall also perform such other duties which seem a natural function of the committee and which are in the best interest of the Association, as determined and directed by the President.

# Policy and Procedure Manual

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## I. Executive Committee

The Executive Committee shall be composed of the officers and the most immediate past-president. The Executive Committee shall conduct the business of the organization as necessary. Recommendations and decisions made by the Executive Committee must not conflict with the goals, missions, or intentions of the SALGBA Board of Directors.

# Policy and Procedure Manual

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## **BUDGET PREPARATION**

The Board of Directors approves SALGBA's budget on an annual basis. Every effort should be made to implement a break even or positive balanced budget, with a percentage of revenue (as set by the board) being placed in reserves. The Treasurer utilizes past financial information and requests provided by the committee to draft initial budgets.

## **POLICY AND PROCEDURE MANUAL UPDATE**

Every three years all board members and committee chairs will review their appropriate sectors of the Policy and Procedure Manual, position descriptions/committee descriptions, and note changes as needed.

Recommendations for change are submitted to the board of directors.

The board will review suggestions and take appropriate action where needed.

This process will coincide with the 3 year board facilitation schedule which includes review of the SALGBA strategic plan, vision and mission.

## **INSURANCE**

SALGBA will purchase adequate general liability and directors' and officers' liability insurance or errors and omissions insurance on behalf of its board members. Under this policy, SALGBA will hold its directors harmless from lawsuits as long as they operate within the bounds of their fiduciary responsibility, e.g. the duty of care, the duty of loyalty, and the duty of obedience.

Additionally, SALGBA may purchase insurance as deemed appropriate.

# Policy and Procedure Manual

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## CONFLICT OF INTEREST

The Board of Directors of the State and Local Government Benefits Association (“SALGBA”) must act at all times in the best interest of SALGBA and not for personal, third-party, or financial gain. When encountering potential conflicts of interest, Board members shall identify any potential conflict and, as required, remove themselves from all discussion and voting on the matter. Specifically, members of the Board of Directors shall:

- Avoid placing (and avoid the appearance of placing) one’s own self-interest or any third-party interest above that of SALGBA; while the receipt of incidental personal or third-party benefit may necessarily occur from certain SALGBA activities, such benefit must be merely incidental to the primary benefit to SALGBA and its purposes;
- not abuse their Board membership by improperly using their position or SALGBA’s staff, services, equipment, materials, resources, or property for their personal or third-party gain or pleasure, and shall not represent to their parties that their authority as a Board members extends any further than that which is actually extends;
- not engage in any outside business, professional, or other activities that would directly or indirectly materially adversely affect SALGBA;
- not engage in or facilitate any discriminatory or abusive behavior directed toward SALGBA staff, members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to SALGBA;
- not solicit or accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct inducement to provide special treatment to such donor with respect to matters pertaining to SALGBA;
- provide goods or services to SALGBA as a paid vendor to SALGBA only after full disclosure to, and advance approval by, the Board, and pursuant to any related procedures adopted by the Board;
- not persuade or attempt to persuade any employee or contractor of SALGBA to leave their relationship of SALGBA or to become employed by any person or entity other than SALGBA; and
- not persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship to or with SALGBA to terminate, curtail or not enter into its relationship to or with SALGBA, or to in any way reduce the monetary or other benefits to SALGBA of such a relationship;
- not participate in door prize drawings, scholarship programs, or other activities that could result in winning a prize at SALGBA events;
- Not use the organization or their position in SALGBA to promote and or defend legislation which promotes their individual interest as opposed to SALGBA’s interest.

This policy shall apply not only to all members of the SALGBA Board of Directors, but also shall apply to all members of the SALGBA Committees, task forces, and other in the SALGBA governance structure, as well as to

# Policy and Procedure Manual

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all SALGBA employees or contractors. All references herein to the Board of Directors shall be construed also to refer to these additional individuals.

### **MEMBERSHIP DIRECTORY USAGE POLICY**

All contents are the Copyright of the State and Local Government Benefits Association (SALGBA). All rights reserved. SALGBA provides members this directory only if you accept all of the terms and conditions. The directory and the contents hereof are proprietary products of SALGBA. The contents of the directory may not, in whole or in part, be reproduced; copied; disseminated; entered into a computer database, or used as part of in connection with the preparation, revision or confirmation of a mailing, telephone, fax, email, or other marketing list without the explicit consent of the SALGBA office. The directory is designed by be used for the individual user's, personal and confidential reference. Contained herein are the names, addresses, telephone numbers, fax numbers, email addresses, and contact persons of SALGBA. Their presence in the directory represents only that these companies and organizations are members of SALGBA. SALGBA does not warranty, guarantee, or assume any responsibility for, the products or services provided by these members. SALGBA expressly disclaims all liability for damages of any kind arising out of the use or performance of the products or services provided by these members.

# Policy and Procedure Manual

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## **MEMBERSHIP CATEGORIES**

SALGBA maintains the following membership categories:

- a. Jurisdictional
- b. Associate
- c. Honorary

Membership qualifications are outlined in the bylaws. Changes to membership categories, definitions, or qualifications require an adjustment of the bylaws and approval by the Board of Directors.

## **MEMBERSHIP PROCESSING AND DUES**

Membership fees are determined annually by the Board of Directors. Membership fees may be paid via check or credit card online at the SALGBA secure website. Membership fees can be paid via credit card through a mailing in process when using the Credit Card Processing Form.

### **RELEASE AND WAIVER OF NAME AND PHOTO**

#### **SALGBA ASSOCIATION RELEASE AND WAIVER OF LIABILITY FOR USE OF NAME AND PHOTO**

1. For good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby give and grant in perpetuity to the State and Local Government Benefits Association (“SALGBA”) and its representatives, successors, assigns, licensees, employees, and any person, corporation or entity acting under this permission or with its permission or with its authority, or for whom it might be acting, including anyone distributing or disseminating communications by or regarding SALBGA (hereinafter collectively referred to as the “Licensed Parties”):
2. I hereby waive all rights of inspection or approval with regard to any recording, taping, reproductions, proposed printed, audio or video publication, and /or other use of my name and the Performance. I also hereby release, discharge and agree to hold harmless the Licensed Parties from and against any and all liability to me or any third parties resulting from their use of my name and image. I agree that my participation herewith is voluntary and I assume complete responsibility for my actions in connection herewith.
3. Nothing herein shall constitute any obligation on the part of the Licensed Parties to make any use of any of the rights granted herein.
4. This Authorization and Release shall be binding upon my heirs, successors, assigns, and personal representatives, without regard to whether it is expressly acknowledged in any instruments or succession or assignment.
5. I am eighteen (18) years of age or older.

# Policy and Procedure Manual

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## DOCUMENT RETENTION AND DESTRUCTION POLICY

This Document Retention and Destruction Policy of the State and Local Government Benefits Association identifies the record retention responsibilities of staff, volunteers, members of the Board of Directors, and outsiders for maintaining and documenting the storage and destruction of SALGBA documents and records.

1. Rules: The organization's staff, volunteers, members of the Board of Directors and outsiders (i.e. independent contractors via agreements with them) are required to honor these rules: (a) paper or electronic documents indicated under the terms for retention below will be transferred and maintained by the Legal or Administrative staffs; or their equivalents; (b) all other paper documents will be destroyed after three years; (c) all other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year; and (d) no paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.
2. Terms for retention
  - a. Retain permanently:
    - a. Governance Records- Charter and amendments, Bylaws, other organizational documents, governing board, budget records, and board committee minutes.
    - b. Tax Records-Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits.
    - c. Intellectual property records- Copyright and trademark registrations and samples of protected works.
  - b. Retain for three years:
    - a. Lease, insurance, and contract/license records- Software license agreements, vendor, hotel, and service agreements, independent contractor agreements, employment agreements, consultant agreements, and all other agreement (retain during the term of the agreement and for three years after the termination, expiration, non-renewal of each agreement).
  - c. Retain for one year:
    - a. All other electronic records, documents, and files- Correspondence files, bank statements, publications, employee manuals/policies and procedures, survey information.
3. Exceptions
  - a. Exceptions to these rules and terms for retention may be granted only by a vote of the Board of Directors.

# Policy and Procedure Manual

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## **ALCOHOL POLICY**

In an effort to minimize the potential liability of SALGBA and its members for the injuries caused to the third parties by individuals who consume alcohol at SALGBA-sponsored and related events, the following rules must be followed at all SALGBA functions.

1. SALGBA members may not directly serve or otherwise furnish other members or guests with alcohol at or in connection with SALGBA functions. Instead, professional bartenders (unrelated to SALGBA or its members), such as hotel staff or catering company employees must be retained to serve alcohol at SALGBA agenda functions.
2. The bartender(s) retained to serve drinks must be provided with written instructions that they are not permitted to serve alcohol to any guest they believe (or should believe) is intoxicated.
3. Reasonable efforts must be made to obtain the agreement of the hotel or catering company providing bartender service to indemnify and hold harmless SALGBA and its members for all liabilities arising from the hotel or catering company's sale or service of alcohol to a guest.
4. SALGBA provides transportation to and from SALGBA sponsored events where alcohol will be provided. Participants are strongly encouraged to utilize the provided transportation.
5. An adequate selection of nonalcoholic beverages must be provided for the bartender(s) to provide to guests who choose not to drink, or who are becoming intoxicated.

### **AFFILIATIONS WITH OTHER ORGANIZATIONS**

1. SALGBA will maintain formal or informal relationships with other organizations whose membership impacts the benefits industry. This relationship should meet the following criteria:
  - a. The work should support the vision, mission, or goals of SALGBA.
  - b. The relationship should improve the dissemination of information regarding benefits to SALGBA members or potential members.
  - c. There is an agreement between SALGBA and the other organization(s) outlining the relationship, goals, and expected benefits.
2. SALGBA President recommends SALGBA Board Members to participate in any committee work related to the partnership.
3. SALGBA President would assign a formal liaison between SALGBA and the other organizations.
4. SALGBA will maintain all records of partnership or affiliations for a historical reference.

# Policy and Procedure Manual

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## **BOARD REPORTS**

The timing policies related to Board Reports shall be as follows:

1. SALGBA office shall notify board members and committee chairs of deadlines for board reports.
2. SALGBA office shall distribute agendas as prepared by the president for the board meetings. Board members should review the agenda prior to the meeting and be prepared to discuss items. .
3. Committee chairs/project team leaders should complete reports and forward to board liaison.

Completion of Board Reports requires the following forms:

1. Board Chair should use the committee report form, located in the attachment section, to detail any completed activities or feedback for the board.
2. The committee report form, located in the attachment section, should detail recommendation for board action so that they may be placed on the agenda. All appropriate information should be completed.

## **BOARD OF DIRECTORS MEETING GUIDELINES**

The annual meeting of the association shall be held on a date set by the Board of Directors, giving at least ninety days notice to the membership.

Special meetings of the association may be called by the President with a 30-day written notice to the membership.

## **TRAVEL FUNDING**

Normal costs associated with SALGBA Board or committee meetings such as travel, lodging, etc., are reimbursable or could be covered with approval from the Board President or Executive Director. Travel fees that fall outside the scope of business such as personal expenses should be covered by the individual and are not reimbursable.

In limited cases on advance notice of a particular event, a per diem may be established to allow for a more efficient handling of a reimbursement procedure. In such cases the per diem will be set by the Executive Director and recipients will be paid to the maximum total only and all overages will be covered by the individual.

# Policy and Procedure Manual

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It is SALGBA policy to cover necessary travel expenses for board members to attend the fall board meeting. **Board members are not eligible for reimbursement for expenses covered directly by SALGBA.** Travel expenses include, but are not limited to, airfare, hotel, mileage, parking fees, meals, etc. as approved by the SALGBA Office. Hotel reservations and ground transportation will be arranged directly by the SALGBA Office. Airfare will be made by the attending board member and submitted for reimbursement along with any other permitted travel expenses not covered directly by SALGBA within 15 days of the board meeting. **Receipts are required for all expenses submitted for reimbursement.**

All board member expenses for attendance at the spring board meeting held in conjunction with the annual conference are the responsibility of the board member and not reimbursable by SALGBA. The only exception is for the SALGBA President whose hotel, airfare, and ground transportation will be covered if requested.

## Minutes for Board Meetings

### Timing

- A. The Executive Director will consolidate notes into concise minutes. The SALGBA office will distribute the typed minutes to board members via email within 30 days of the board meeting for review.
- B. Board members will send corrections to the SALGBA office within 30 days of receipt of the minutes.
- C. If corrections are necessary, the SALGBA office will distributed corrected minutes to board members via email.
- D. The Executive Director will ensure that the SALGBA office maintains an accepted final copy of the minutes.

### Items included in the minutes:

- A. Minutes are an official record of SALGBA meetings and may be used as evidence of the proceedings.
- B. Any content that a board member asked to have reflected in the minutes at the time of discussion.
- C. Introductory information should include date, time, location, attendance, list of people present, and type of meeting.
- D. The minutes should detail action taken involving previous minutes and a summary statement of the treasurer's report.
- E. All motions should be clearly noted in the minutes.
- F. Any points of order should be noted.
- G. Dissenting votes or abstentions should be recorded only if requested by the dissenter.

## NOMINATING PROCESS

The process of selection of new board members shall be contained in the bylaws. In accordance with the bylaws, the nomination process requires an application, provided to members. This application shall be

# Policy and Procedure Manual

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provided to members no later than 90 prior to the annual conference. A copy of the nominating process shall be contained in the attachment section.

## **ORIENTATION PROCESS FOR NEW BOARD MEMBERS**

Newly elected board members are notified of their election to the board.

Upon confirmation of election, the SALGBA office will send an orientation packet to the new Board Member. It will consist of the following:

1. SALGBA Board Orientation Manual
2. Bylaws
3. Board Members Contact List
4. Policy and Procedure Manual
5. Minutes of Previous Board Meeting
6. Current Year Budget
7. Most Recent Financial Statement
8. SALGBA Office Contact List and Administrative Guidelines
9. List of current SALGBA contracts
10. List of current publications
11. Complete Agenda Materials for upcoming Board Meeting

The incoming board member is responsible for reviewing and becoming familiar with the above materials prior to attending the first official board meeting. The check sheet in the orientation packet should be completed and returned to the SALGBA Office. A copy of the check sheet is included in the attachment section.

The above packet is updated and revised annually.

The outgoing officer and board members will contact the incoming board members to review his or her duties and provide an update on activities at the upcoming board meeting. Following the board meeting, the outgoing individual will turn over the board member/chair notebook. During this meeting the orientation check sheet will be completed.

# Policy and Procedure Manual

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## FINANCIAL GUIDELINES

1. The Treasurer serves as an Ad-Hoc appointed position of the Board. The Treasurer's duty includes the following:
  - a. Submit bi-annual reports of revenues and expenses to the Board.
  - b. Review contracts of significance exceeding \$7,500. Contracts for amounts less than \$7,500. can be reviewed by the Executive Director with consent of the President, as required.
  - c. Check signature
  - d. Treasury reports at the annual business meeting
  - e. Signing tax returns
  - f. Preparing and presenting budgets and budget updates at all board meeting.
  - g. Presents annual statements of expenses and revenues
2. All revenue for SALGBA is sent first to the SALGBA office. The Executive Director will complete a deposit form and categorize expenses for recording and deposit. The Executive Director records all revenues and expenses in a financial software system managed and maintained by contracted accounting firm, and reconciles the monthly bank statement. Reports of revenues and expenses will be transmitted to the board at all meetings. The Executive Director will reconcile monthly bank statements (recording expenses and revenues in appropriate categories), and transmit this information along with a check and disbursement register to Baldwin & Associates for a Bi-Annual Review conducted in conjunction with the board meetings. Finally, the Executive Director is responsible for annual filing of the Association tax return. The tax return is due by November 15 each year. An automatic 60 day extension can be requested and extended if necessary.

# Policy and Procedure Manual

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## **POLICIES FOR USE OF SALGBA CREDIT CARD**

The following are the policies which will be followed when using the SALGBA corporate credit card. After reading these policies, please sign the statement which follows indicating that you understand these policies and will follow them when using the corporate credit card.

1. The corporate credit card may be used for client approved and budgeted expenditures only, such as travel, lodging, meals, ground transportation, airport parking, and other activities. However, lodging and other appropriate expenses which are billable to the client should be charged to the client hotel master account when one exists.
2. The corporate credit card may be used for emergency travel arrangements or other emergency business related expenses while representing the company on the road. These would include travel changes due to the client's schedule or delays/cancellations due to weather, not changes just for convenience.
3. The credit card may be used for non-budgeted but authorized business expenditures if the client president or treasurer has specifically authorized the charge.
4. All receipts for corporate card charges must be attached to credit card statement and maintained with financial records for CPA and Board review.
5. Members of the SALGBA Board will follow the same guidelines noted above. However, they may use their discretion if there is an emergency situation that requires use of the corporate credit card outside these policies.
6. Credit card privileges will be revoked if an individual uses the corporate credit card for unauthorized business or personal charges.

I have read and understand the above policies regarding the use of the corporate American Express card that has been issued to me.

\_\_\_\_\_  
Sign name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

### **ANNUAL CONFERENCE SITE SELECTION**

The following are general guidelines for the city to be chosen as the site for the SALGBA Annual Conference.

1. Cost of rooms (double occupancy). Mid-range suggested between the price of 100.00-150.00.
2. Cost of airfare and ease of flying into site. Consideration given to hub cities.
3. Facilities adequate for conference needs with all events being accommodated in one location.
4. Ease and cost of ground transportation in area.
5. Rotation of east, west, and central sites.
6. Presence of SALGBA membership or active benefits professionals in general area.
7. Other factors:
  - a. Activities
  - b. Shopping
  - c. Nearby Attractions
  - d. Resort vs. Large City
8. The city must be approved by the Board of Directors.

The Executive Director will conduct site visits to potential locations as requested and /or approved by the Board. A final site visit at the recommended location will be conducted by the Executive Director and SALGBA representative as deemed necessary. Reasonable expenses for the site visit will be paid by SALGBA.

# Policy and Procedure Manual

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## ANNUAL CONFERENCE POLICIES AND PROCEDURES

### 1. MEETINGS

- a. The annual conference and membership meeting will be held in the spring.
- b. The proposed conference program with suggested speakers is submitted and approved by the board.
- c. Notice of the date and location of the upcoming year's conference is provided to the membership at least 12 months in advance.

### 2. BUDGET PHILOSOPHY

- a. Budgeted items on the conference program will be kept the same amount regardless of whether SALGBA pays or a sponsor pays. If a sponsor pays, the amount will be kept in the SALGBA general fund.

### 3. REGISTRATION FEES

- a. Registration will be required for all SALGBA conferences.
- b. Tuition for SALGBA conferences will reflect a differential for SALGBA members.
- c. All registration fees must be paid in advance or at the door.
- d. Persons who wish to cancel their registration must do so in the time noted on the registration materials and will receive a refund in accordance with the printed refund policy.
- e. Fees for participation in the exhibits will be listed on the exhibitor prospectus.

### 4. EXHIBIT SPACE

- a. Exhibit space will be assigned based on sponsorship level and exhibit history with SALGBA. Booth assignment will be made after the deadline listed in the registration materials. Space will only be assigned if payment and documentation have been received.
- b. Exhibitors should refer to the exhibitor prospectus for guidelines on access to the exhibit hall, booth space and sponsor benefits.

### 5. EXHIBITOR REGISTRATION

- a. Categories for exhibit registration are to be determined by the Conference Committee in consultation with the Executive Director.
- b. The exhibit fee includes the following benefits:
  - One complimentary full conference registration
  - Two additional full registrations at a reduced rate
  - One standard 8' x 10' draped booth
  - One 6 ft. draped table
  - Two chairs and wastebasket
  - Sign recognition at conference
  - Recognition in conference material
  - Recognition in future conference promotional material
  - Priority points for booth selection for next conference

# Policy and Procedure Manual

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## AWARDS

SALGBA Awards may be established or amended based on a recommendation from the Executive Committee and Approval from the Board of Directors. Currently, SALGBA recognizes the following award categories during the Annual Conference:

### The Linn Baker/SALGBA Lifetime Achievement Award

This award will be presented to a SALGBA jurisdictional member for exemplary contributions to the Association over a period of time not less than ten years. The member must have attended a minimum of five SALGBA national conferences and must be making substantial progress towards a CGBA designation. This award will be presented to no more than one recipient per year.

### Jurisdictional Member of the Year (Annual)

This award will be presented to the member who has contributed the most time, effort, knowledge, and promotional activities to the Association in the past calendar year. The member must have been a SALGBA member for a minimum of 3 years and attended at least 3 national conferences to be nominated.

### Exemplary Efforts in Benefits Profession Award (Annual)

This award will be presented to a jurisdictional ENTITY in recognition of its implementation of a benefits program that has substantially reduced costs, increased member awareness, improved member education, or enhanced member wellness, etc. during the last calendar year. The entity must have been a SALGBA member for a minimum of 3 years and had a representative attend at least 2 national conferences to be nominated.

### Associate Member of the Year (Annual)

This award will be presented to the member who has contributed the most time, effort, knowledge, and promotional activities to the Association in the past calendar year. The member must have been a SALGBA member for a minimum of 3 years and attended at least 3 national conferences to be nominated. This member should be a full-time employee of the Associate Member Employer and have direct job responsibilities working with public sector benefits.

# Policy and Procedure Manual

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## **AWARD NOMINATION PROCESS**

Any jurisdictional or associate member in good standing may nominate any individual member or member entity (including nominating themselves) by completing the appropriate nomination application form with supporting documentation. All nomination paperwork must be received by the SALGBA office by the deadline noted on the form.

## **AWARD SELECTION PROCESS**

The committee shall review all award nominations and select the qualified recipient in each category. The committee will verify with the SALGBA national office that all award winners are Association members in good standing.

## **CONFERENCE SCHOLARSHIPS**

A limited number of scholarships may be available for SALGBA events. To be considered for a scholarship, applicants must complete the scholarship application by the listed deadline. (A copy of the scholarship application is included in the attachment sections.) Recipients of the scholarship will receive a complimentary conference registration, airfare up to \$300 and three nights hotel stay at a hotel selected by SALGBA. In the event that there are more applicants than available funds the committee will place highest priority to applicants based primarily on financial need and secondly on willingness to serve on SALGBA committees.

## REGIONAL EVENTS GUIDELINES

### Purpose

SALGBA may hold regional conferences designed to promote the association, provide local educational opportunities, increase membership and promote the upcoming national conference on the regional level. The regional conference will provide training to all those working in the public sector benefits administration field. These conferences are typically held in different regions that act as "Host Regions" for the conference. In partnership with SALGBA's leadership, the host assists with producing a quality conference for everyone involved. Any questions concerning this policy and its interpretation should be directed to the SALGBA Executive Director.

### Event/Venue Contracts

All contracts for SALGBA Regional conferences (hotel, venue, etc.) must be between SALGBA and the hotel or venue and be signed by the SALGBA President and Executive Director.

### Benefits of Being a Host Region

- ◆ Opportunity to have regional participation in the conference, as the conference will be local
- ◆ Opportunity to promote the profession, your community and the association in media throughout your region (multi-state area), to professional partners, and other entities
- ◆ Experience working with the SALGBA leadership to produce the event
- ◆ First hand networking with other regional colleagues, association colleagues, and other public sector benefits professionals
- ◆ Recognition at the national conference
- ◆ Opportunity to offer CGBA credit on a regional level to members

### Host Chapter Responsibilities

- ✓ The selected region must first convene a host committee consisting of members of the host community and members from the region that will work directly with the SALGBA Executive Director in the coordination and execution of the regional conference.
- ✓ The local host committee will investigate venues for the conference and make recommendations to the SALGBA leadership team. If the meeting venue is not a hotel, then the venue should be within reasonable walking distance from the housing accommodations. The host committee will also make recommendations regarding other local items as needed.
- ✓ The host region will be responsible for developing a marketing plan for communication of the event in their region. Part of this plan will be marketing to non-member entities throughout the region via mail and email campaigns. Marketing material will be provided by SALGBA after being developed in partnership with the host committee.
- ✓ The local host will be responsible for seeking sponsors for the event using a Sponsor Packet provided by SALGBA and developed in partnership with the host committee.
- ✓ The local host will be responsible for submitting a draft event agenda, including topics and speakers for approval by SALGBA leadership. Once an agenda is approved the local host will forward speaker contact information to the SALGBA Office for collection of necessary conference material such as bio, confirmation forms, presentations, etc.

# Policy and Procedure Manual

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## **Transportation**

The proposed venue for the event should be within 15 to 20 minutes of a major airport offering service with most or all major airlines. Transportation to and from the local airport should be low cost shuttle service available to attendees.

## **Meeting Space/Venue**

Hotel meeting rooms should be negotiated by the SALGBA Executive Director based on recommendations provided by the host committee. An RFP will be provided by the SALGBA Office for the host committee to use in finding local hotel recommendations. Non-meeting venues should be secured at no cost with the ability to bring in food and have ample room for classroom seating.

## **Audio/Visual and other Equipment**

The Hotel or meeting venue should allow SALGBA or the host to bring in and use A/V equipment it has secured and have the ability for live Internet connection for a minimum of one day. The meeting venue should also have microphone and speaker equipment provided.

## **Optional Event Planning**

The host committee will also investigate possible outing events for the conference. In partnership with the SALGBA leadership, an event will be selected from the host committee's recommendations. The total cost of the event, including any transportation, should be between \$25 and \$45 and is an optional event not to be included in the conference registration fee. Conference attendees will be asked to pay in advance for the event.

## **Registration and Registration Packets**

The SALGBA office will provide the manpower to manage the registration table for the conference. All registration checks should be made to SALGBA.

## **Scheduling and Content of Regional Training Sessions and Conferences**

The host committee should submit recommended dates for a regional conference when applying to be a host. The dates should be in the months of September, October or November and should be a Sunday/Monday pattern. The event will begin with a reception on Sunday evening and offer educational sessions on Monday from 8:30am to 4:30pm. The host committee must not plan any other sponsored workshop, seminar or conference to coincide or dovetail the national conference.

The host committee for the regional conference is to assist in the selection of sessions and presenters. Every effort should be made to draw upon qualified local talent to keep conference costs down. The host committee is encouraged to make recommendations for speakers and topics to be presented. Final decisions relating to content and presenters reside with the SALGBA leadership, taking into account input from the Continuing Education Committee.

# Policy and Procedure Manual

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## **Financial**

The SALGBA office will establish a budget for the event with input from the host committee. All revenue and expenses will be handled by through the SALGBA Office. Registration fees and sponsorship fees will be set by the SALGBA office with input from the host committee.

## **Marketing**

The SALGBA office will work with the host committee to develop marketing material for the SALGBA Regional Conference. The marketing material may include the registration packet, sponsorship packet, website material, and mailers. Marketing will begin immediately upon selection of region and venue. Information about the event will be included on the SALGBA website, in SALGBA newsletters and on other SALGBA material. Information about the event should also be included on the websites of the host committee members and other SALGBA members in the region if possible. The selected venue should work with local tourism department to secure marketing material about the venue to include on the website, in mailings, or to pass out at other SALGBA functions. The host region, location, and SALGBA will be included in all marketing material. All Press Releases regarding the event will be approved by the SALGBA Office prior to release. Host marketing departments are encouraged to participate in the marketing of the event.

## **Sponsorship**

SALGBA events are provided to jurisdictional members/attendees at a very reasonable cost due to the incredible support we receive from sponsors. The host region plays an important part in securing sponsors for the regional event by reaching out to local contacts, suppliers, vendors, etc. to support this educational and networking opportunity. Sponsorship opportunities will be developed by the local host and SALGBA office and promoted locally by the host committee and nationally by the SALGBA office.

## **SALGBA Regional Conferences--Host Region Selection Process**

Any region interested in serving as host region for the SALGBA Regional Conference should express their interest to the SALGBA Office by August 31st of the year prior to the request. For example, if the regional would like to host the SALGBA 2011 Regional Conference then the application should be submitted to the SALGBA Office by August 31, 2010. The SALGBA leadership will make the final selection at the Fall Board meeting. In the event that more than one region expresses an interest in hosting the SALGBA Regional Conference, the leadership may request each region make a presentation via PowerPoint submissions or conference call to the leadership on why their region is best suited to host the next SALGBA Regional Conference.

The SALGBA Regional Host Application form should be used to be considered. Additional information can be provided with the application.

### **COPYRIGHT LICENSE FOR ARTICLES IN SALGBA PUBLICATIONS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the author (hereinafter referred to singularly and collectively as the “author,” regardless of whether one or more individuals are named), hereby grant(s) to State and Local Governments Benefits Association (SALGBA, hereinafter referred to as “Association”) a non-exclusive, perpetual, irrevocable, royalty-free license and release to exercise all rights of whatever kind or nature now or hereafter protected by the Copyrights Laws of the United States of America and all foreign countries in and to the article submitted and attached hereto (hereinafter referred to as the “work.”) Without limited the generality of the foregoing, the author further grants to the Association and its designees the rights to edit, publish, reproduce, reprint, distribute, sell, and otherwise make use of the work, and authorizes the Association and its designees to use the author’s name, likeness, photograph, and biographical data in connection with their use and promotion of the work.

It is understood that , other than the good and valuable consideration received for this license and release, the author has received and will receive no royalty or other monetary compensation from the Association or its designees for the rights granted hereunder and the subsequent use of the work by the Association and its designees.

The author represents and warrants to the Association that the work is the author’s own original work; that he author is the sole owner of the work and all of the rights herein granted; that the author has the full right and power to make this license and release; that he work does not violate any copyright, proprietary or personal rights of others; that the work is factually accurate and contains no matter libelous or otherwise unlawful; that the author has not previously in any manner disposed of any of the rights herein granted to the Association nor previously granted any rights adverse thereto or inconsistent therewith; and that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to the Association.

The author agrees to indemnify, defend and hold harmless the Association and its officers, directors, members, employees, and agents, from and against any and all claims, actions, losses, demands, costs, attorney’s fees, and all other expenses relating or incidental to, or arising directly or indirectly from, the inaccuracy or breach of any of the aforementioned warranties and representations.

The author represents and warrants to the Association that the author has the authority to bind the author’s employer (as defined below) to this license and release agreement.

### **LICENSE OF ASSOCIATION LOGO TO MEMBERS**

The SALGBA and CGBA logos are the property of the State and Local Government Association (“SALGBA”) but may be used by SALGBA members in good standing in accordance with the terms and conditions set forth below. Use of one or more of the logos shall constitute consideration for, agreement to, and acceptance of the following terms and conditions of this license by the user:

1. The logos are the sole and exclusive property of SALGBA. These logos may be used only by SALGBA members in good standing if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by a user to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions imposed by SALGBA. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by SALGBA in its sole discretion.
2. The logos are made available to SALGBA members in good standing in camera ready, printed form in color and /or black. The logos may not be revised or altered in any way, and must be displayed in the same form as produced by SALGBA. The logos must be printed in their official color or in black.
3. The logos may be used in a professional manner on the user’s business cards, stationary, literature, advertisements, or in any other comparable manner to signify the user’s membership in SALGBA. The logo may never be used independent of the term “MEMBER”. Notwithstanding the foregoing, the logos may not be used in any manner that, in the sole discretion of SALGBA: discredits SALGBA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates the law, regulation or other public policy; or mischaracterized the relationship between SALGBA and the user, including but not limited to any use of the logos that might be reasonable construed as an endorsement, approval, sponsorship, or certification by SALGBA of the user, the user’s business or organization, or the user’s products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the user’s products or services.
4. Use of the logos shall create no rights for users in or to the logos or their use beyond the terms and conditions of this limited and revocable license. The logos shall remain at all times the sole and exclusive intellectual property of SALGBA. SALGBA shall have the rights, from time to time, to request samples of use of the logos from which it may determine compliance with these terms and conditions. Without further notice, SALGBA reserves the right to prohibit use of the logos if it determines, in its sole discretion, that a user’s logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit SALGBA or tarnish its reputation and goodwill, or the user is not an SALGBA member in good standing.
5. Any questions concerning use of the logos or the terms and conditions of this license should be directed to the SALGBA Office.

# Policy and Procedure Manual

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## WEBSITE LINKING AGREEMENT

This Agreement is made by and between the State and Local Government Benefits Association (“SALGBA”). SALGBA and SALGBA Members hereby agree as follows:

### 1. Link to SALGBA’s Web Site

During the Term of the Agreement, Members shall be permitted, but shall not be required, to establish and maintain an Internet hyperlink from the [Members](#) website to the home page of SALGBA’s Website on the Internet (<http://www.salgba.com>), pursuant to the terms and conditions of this Agreement. Any links by Members to any page on SALGBA’s Web site other than the home page are prohibited. Members agree to incorporate the exact, unaltered, graphical file image to be electronically provided by SALGBA (“SALGBA Link Logo”) into the HTML files located on the Members website. The specific placement, appearance and operation of the link shall be consistent with the terms and conditions of this Agreement and shall be mutually agreed upon by Members and SALGBA; provided, however, that (i) the appearance of SALGBA’s Link Logo may not be reduced in size beyond what is electronically provided by SALGBA, (iii) SALGBA’s Link Logo shall not be displayed on the Members Web site more prominently than the Members name or logo or larger than the Members Web site name or logo (iv) SALGBA’s Link Logo must stand by itself and must include a minimum amount of 30 pixels of empty space around it so as to avoid unintended associations with any other objects, including but not limited to type, photography, borders, and edges, (v) Members shall not state, suggest or imply on its Web site or elsewhere that SALGBA sponsors, endorses, advocates, or supports the products or services of the Members subsidiaries or affiliates, and Members shall not state, suggest or imply on its Web site or elsewhere that SALGBA is the source of origin of any pages on the Members Web site, (vi) Members shall not disparage, on its Web site or elsewhere, SALGBA or SALGBA’s products, services, members, or affiliates, (vii) Members shall not place any page from SALGBA’s Web site in a frame on any page of the members Web site and shall not permit third parties to do so, (viii) Members shall not obscure or minimize, and agrees to display any and trademark, copyright or other proprietary notices in connection with SALGBA’s Link Logo in any manner at any time, and (x) Members shall comply with all policies or procedures regarding the use of SALGBA’s Link Logo and the hypertext link to SALGBA’s Web site that SALGBA may hereinafter provide to Members from time to time. SALGBA reserves the right to review the Members use of SALGBA’s Link Logo. This link shall terminate and be removed immediately from the Members Web site on the Internet upon the termination of membership for any reason or expiration of this Agreement.

### 2. Disclaimer

SALGBA does not endorse, approve, certify, or control the Members Web site and does not warrant, guarantee or make any representations regarding the accuracy, completeness, efficacy, timeliness, merchantability, or fitness for a particular purpose or the content or data located on such site. Reference therein to any specific product, process, or service does not constitute or imply endorsement,

## Policy and Procedure Manual

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recommendation or favoring by SALGBA. SALGBA is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of the use, reference to, reliance on, or performance of such content or data.

### 3. Term and Termination

The term of this Agreement shall commence on the Members membership effective date and shall continue until either party terminates this Agreement upon the provision of not less than ten (10) days prior written notice to the other party or upon membership termination for any reason

### 4. General Provisions

The parties are entering this Agreement as independent parties, and this Agreement shall not be construed to create a partnership, joint venture, agency, or similar relationship between them. This Agreement shall be binding on and enforceable by the parties and their respective successors and assigns. The failure of SALGBA to enforce any provision of the Agreement will not constitute a waiver of SALGBA's rights to enforce subsequently the provision. This Agreement: (i) represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matter, (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of SALGBA, (iii) may not be assigned by either party without the prior written consent of the other party, and (iv) shall be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Kentucky, without reference to its choice of law rules. Any legal action relating to this Agreement must be brought in court located in the Commonwealth of Kentucky, and the parties hereby irrevocably consent to the jurisdiction of such courts for such purpose.

## **CERTIFICATION PROGRAM**

Persons wishing to gain certification in the Certified Government Benefit Administrator Program must qualify and meet the requirements as outlined in the CGBA Guidelines included in the attachment section.

The Board in its discretion may revoke certification or terminate program participation as outlined in the guidelines. Examples of justifications for revocation and termination:

- Criminal conviction of a felony offense
- Termination of employment for misconduct
- Misuse of position in the benefits profession
- Unethical behavior

These are just some examples and in no way limit the board discretion.

# Policy and Procedure Manual

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**Created:**

April 2010

**Revised:**