



# POLICY MANUAL

## A COMPENDIUM OF NAGDCA BOARD ACTIONS

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<i>Subject</i>	<i>Page</i>
<b><i>Executive Board</i></b>	
Officer/Member-at-Large Duties.....	3
Travel and Expense Reimbursement .....	3
Conflict of Interest Disclosures .....	4
Disclosure of Board Independence, Relationships, and Reportable Transactions.....	4
Nominations and Elections .....	4
Insurance .....	4
<b><i>Finance</i></b>	
Audit/Tax .....	5
Investments.....	5
Budget/Expenditures .....	5
General .....	5
<b><i>Membership</i></b>	
Government.....	5
Industry .....	6
Retired .....	6
General .....	6

***Committee/Task Forces***

- Industry ..... 6
- Legislative ..... 7
- General ..... 7
- Committee Charters..... 8-12
  - Annual Conference Committee..... 8
  - Audit Committee..... 9
  - Awards Committee..... 10
  - Industry Committee ..... 11
  - Legislative Committee ..... 12

***Annual Conference***

- Registration, Cancellation and Payments ..... 13
- Member-in-Transition ..... 13
- Industry/Sponsors ..... 14
- Speakers ..... 14
- Annual Business Meeting..... 15
- General ..... 15

***General***

- Industry Roundtable ..... 15
- Record Retention ..... 15
- Whistleblower ..... 15
- Posting Conference/Webcast Notices from External Organizations to NAGDCA Network..... 16
- Support of Industry Certifications ..... 16
- Leadership Awards ..... 16
- Newsletter Articles..... 16
- Partnerships..... 16
- Benchmarking..... 17
- Event Data Disclosure Agreement Policies..... 17

## Executive Board

### 1. Officer/Member-at-Large Duties

*(See Bylaws for full description)*

#### President

- The President is a voting member of the Industry Committee.
- The President is the official spokesperson for the Association.

#### Vice-President

- The Vice President serves as chairperson of the annual conference committee.

#### Member-at-Large

- The Members-at-Large may chair committees or task forces.

### 2. Travel and Expense Reimbursement

The Association pays for Executive Board member travel to in-person meetings other than those held in concert with the annual conference.

The Industry President and Industry Observer are responsible for all travel expenses related to the in-person Board meetings.

#### Commercial Transportation:

- air transportation should be less than first class rates and be booked well enough in advance of the meeting to secure a reasonable rate.
- Rail transportation may be first class and include no more than the cost of a chair car or a roomette.
- When traveling alone, airport limousines or hotel shuttles should be used whenever possible (as opposed to cabs).

Rental Cars should be used only when necessary to reach the meeting site. Government discounts should be requested. Collision damage waiver and accident insurance should be declined.

Reimbursement for the use of a personally-owned vehicle for business purposes is calculated using the current IRS standard deductible mileage rate. For trips over 500 miles where the car is used by preference, reimbursement shall be equivalent to tourist-class airfare.

#### Meals and Lodging:

Actual and necessary meals and lodging are reimbursed. Members should request government or conference rates when making hotel reservations for meetings for association business. For executive board meetings, the administrative officer makes hotel and group meal arrangements.

Alcohol should not be billed to the NAGDCA master account nor submitted for reimbursement.

NAGDCA board travel reimbursement covers cost of roundtrip expenses from a board member's home city to the city of the board meeting. Any difference between the actual costs and the cost from the home base to the board meeting will be the responsibility of the board member.

To the extent possible, NAGDCA requests that EB members arrange airfare through the travel agency provided by AMR so that billings remain simplified and the booking process is easy for the EB member.

#### Guest Travel to NAGDCA Board Meetings:

When a guest accompanies a board member and participates in meals/activities that are reimbursed by the association, appropriate adjustments should be made in amounts submitted to NAGDCA for reimbursement, so the association does not bear expenses related to non-board participants. Guests may participate in group meals/social functions at Board meetings for \$125/meeting. This can be deducted from the Board member's reimbursement request or a check can be sent to NAGDCA.

#### Annual Conference Board Travel:

Board members are responsible for making their own travel arrangements for the annual conference including registration, hotel, flight, etc. Payment for the rooms is the responsibility of EB members' member entities. Conference registrations are tied to payments received by the government/industry member entities and are the responsibility of individual EB members.

If a board member's entity will not cover the expense of the extra night of lodging at the annual conference to allow the member to attend the NAGDCA board meeting, the NAGDCA board will address this situation and others like it on a case-by-case basis.

### **3. Conflict of Interest Disclosures**

Board members are asked to sign a conflict of interest policy each year in September after the new Board is elected. The purpose of the conflict of interest policy is to protect and serve the best interests of NAGDCA and to ensure that the decision-making process for matters affecting the organization will be based strictly on what is in the best interests of the organization, and free from actual or perceived conflicts of interest on the part of Board members.

### **4. Disclosures of Board Independence, Relationships and Reportable Transactions**

Board members are asked to complete a questionnaire at the end of each fiscal year (January) to disclose board independence, relationships, and certain reportable transactions pursuant to the IRS Form 990.

### **5. Nominations and Elections**

Government nominations and elections are outlined in the Bylaws.

Election of industry members occurs during the industry members' annual business session at annual conferences. A candidate must be a representative of an industry member who has communicated a willingness to serve in writing as directed in association notices and by specified deadlines. The election is always conducted by secret ballot, unless only one candidate seeks office. Following the industry chairperson's report regarding candidates at the annual meeting, the industry president allows for additional nominations from the floor. When determined reasonable, candidate speeches, including initial nomination, shall be limited to two minutes per candidate and not exceed three minutes each.

### **6. Insurance**

Directors and Officers Insurance - \$1 million per claim and \$3,000,000 annual aggregate of Directors and Officers Liability coverage is maintained.

General Liability insurance \$1,000,000 per occurrence/\$2,000,000 Aggregate is maintained.

## Finance

### 1. Audit/Tax

An electronic copy of NAGDCA's annual IRS Form 990 (including required schedules) will be provided to each voting member of the governing body for a 2 week review period prior to its filing with the IRS.

A full audit is conducted every three years and a financial review is conducted in non-audit years.

### 2. Investments

The Executive Board follows an approved investment policy for short and long-term investments. [See separate investment policy statement for complete details.](#)

Long-term investment accounts are rebalanced on a monthly basis.

Signature authority for withdrawals from NAGDCA long-term investment accounts rests solely with the NAGDCA president and treasurer.

### 3. Budget/Expenditures

The AMR/NAGDCA staff expenditure and authorization process for unbudgeted items is as follows:

< \$250     Association Director

\$250-\$500 Association Director with approval of the Treasurer

\$500+     Full EB authorization

### 4. General

Financial statements and supplemental reports are developed by AMR for review by the Treasurer by the final working day of each month.

An annual report is filed with the Secretary of State's office.

## Membership

### 1. Government

Annual government dues are currently \$600 and membership allows for up to ten (10) persons affiliated with the entity (staff, board, committee members, etc.).

Government subscription dues are for plans with less than 1,000 eligible 457 plan participants. They may join the Association at a lesser fee and fewer benefits. Current dues are \$300. Benefits of membership include NAGDCA publications and access to the NAGDCA clearinghouse. Members are not entitled to a vote on association issues but may attend the Annual Meeting.

## 2. Industry

Industry memberships are available for \$510/person.

There is no limit on the number of representatives allowed to join as industry members. A primary point of contact from each company will be named in order to assist with communication between NAGDCA and industry member companies.

## 3. Retired

Eligibility requirements for retired members are as follows:

- 55 years of age
- retired from all employment or contract services relating to the DC plan industry
- minimum of at least 5 active years in NAGDCA

There is no cost to the membership.

Eligibility for a retired membership is immediately forfeited if the individual returns to work or is under contract for services with a government or corporation and has any affiliation in an area that has any involvement in the DC arena, regardless of whether the entity is a current member of NAGDCA. If a retired member enters into a contract or returns to employment during the year that a retiree membership is held, he/she will be billed for the difference between an active membership and a retiree membership for that year. Serving as the retired member representative on a plan's government committee or board constitutes active involvement in the industry.

Benefits of retired membership are as follows:

- Conference attendance at the guest rate
- Access to the members only section of the NAGDCA Web site
- Listing in the annual membership directory
- Eligibility to serve on committees or other NAGDCA assignments.

## 4. General

Changes to member records must be requested in writing from the governing member through e-mail or on official letterhead.

The term chairperson is used to identify the person with primary responsibility and voting privileges for a member entity.

## Committees/Task Forces

### 1. Industry

The purpose of the industry committee is to increase communication between and among industry and government members.

The committee consists of the Industry President serving as chairperson and 6 additional members who are titled in parallel fashion to the EB:

Gov. President  
Gov. VP

Industry President  
Industry VP

Gov. Secretary/Treasurer	Industry Secretary/Treasurer
Gov. MatLarge1	Industry Member at Large1
Gov. MatLarge2	Industry Member at Large2
-----	Industry Member at Large3
Gov. Past Pres	Industry Past Pres

Industry Committee members are not re-elected each year. Those elected in the initial Member-at-Large position annually rotate positions upward in the same fashion as the Executive Board.

The Industry President/Industry Committee chairperson presides over all industry meetings, participates with voice and vote on the NAGDCA Executive Board, and participates in the NAGDCA Government Member Annual Business Meeting.

No company can have more than one representative on the Industry Committee.

Vacancy in Industry Committee:

In the event the Industry President should resign or be unable to complete the term of office, the Industry Vice President shall succeed the Industry President.

A vacancy in the offices of the Industry Vice President or Industry Secretary/Treasurer, created for any reason whatsoever (including succession to another office) may be filled by the Industry President, upon approval of the Industry Committee, first from among the other officers or the Member-at-Large positions, and then from among representatives of Industry Members.

A vacancy in a Member-at-Large position may be filled by appointment by the Industry Committee from among industry Members.

## 2. Legislative

The Legislative Committee (LC) is typically chaired by the President.

The chairperson of the LC selects committee members. It is customary that a member at large serve on the LC, as well as at least one industry member.

Before taking any action on behalf of the Association, the LC, LC Chair and Legislative Counsel must receive EB approval on the proposed action. If it is necessary to expedite the action, the committee may act on the President's approval.

The LC Chairperson is responsible for moderating the Washington Report session at the annual conference.

## 3. General

With the exception of the Industry Committee, a balance of members on committees/task forces should be sought (i.e. local government, state government, industry members of all types).

Committees/task forces meet via conference call (no in-person meetings are required).

## **NAGDCA Committee Charter**

### **Title: Annual Conference Committee**

#### **Strategic Goals:**

- Connect the NAGDCA community throughout the year
- Streamline and modernize information for all members

**Purpose:** Develop high quality programming and identify content experts for the Annual Conference

#### **Composition:**

**Appointment of Chair/Vice-Chair:** The Executive Board Vice-President shall be the Committee Chair. The Vice-Chair for the committee will be assigned by the Vice-President when new committee members are recommended to and approved by the Executive Board.

**Appointment of Members:** The Vice-Chair will recommend new committee members to the Executive Board at the August Board meeting to replace outgoing committee members. The committee will include at least two at-large government members and at least two industry members.

**Terms:** The Chair will serve for one year. Members will be appointed to two-year staggered terms.

**Mid-Term Vacancies:** The President, in consultation with the Chair/Vice-Chair, will appoint members to fill mid-term vacancies.

**Roles and Responsibilities:** The committee is responsible for developing the program content and identifying speakers for the Annual Conference. All committee members should attend the Annual Conference Committee meeting on Wednesday afternoon at the conclusion of the Annual Conference. Committee members will be expected to participate in conference calls as needed throughout the year to complete the committee responsibilities.

**Meetings:** The committee shall hold its annual meeting the Wednesday afternoon at the Annual Conference. Additional meetings will be scheduled as needed throughout the year, typically as conference calls. NAGDCA staff will assist the Chair in developing meeting agenda and coordinating committee meetings/calls.

**Minutes:** NAGDCA staff will prepare and distribute meeting minutes to the committee and upon committee approval, to the Executive Board.



## **NAGDCA Committee Charter**

### **Title: Audit Committee**

**Purpose:** To assist with selecting the external CPA firm who will file the 990 return and perform the audit and/or review (within the parameters of the budget approved by the Board).

### **Composition:**

**Appointment of Chair/Vice-Chair:** The Secretary/Treasurer will serve as the Chair. No Vice-Chair will be named.

**Appointment of Members:** The two member-at-large Board members and the Industry Observer will serve as committee members. (providing Board oversight and continuity as currently structured)

**Terms:** The term of the chair and the members is a one year term.

**Mid-Term Vacancies:** The President will fill mid-term vacancies by appointing a member of the Board if deemed necessary given the remaining work of the committee to be completed.

### **Roles and Responsibilities:**

- NAGDCA has an audit performed every 3 years, a review engagement in other years, and a 990 filed annually.
- The ANC Foundation has a review performed once every 3 years and a 990 filed annually.
- The association management company obtains quotes from at least three CPA firms to file the annual 990 returns and makes the recommendation to the committee. The committee either accepts the recommendation or suggests another alternative.
- The association management company engages at least four outside CPA firms for a response to the audit RFP. Following receipt of the responses, the association management company makes a recommendation to the committee and the committee either accepts the recommendation or suggests another alternative.
- When there is an audit, a call is scheduled for the committee members to speak directly with the auditor without the association management company. The auditor reviews the report with the committee member(s) and members can ask any questions directly to the auditor.

**Meetings:** The committee shall hold meetings on an as-needed basis conference calls. NAGDCA staff will assist the Chair in developing meeting agenda and coordinating committee meetings/calls.

**Minutes:** NAGDCA staff will prepare and distribute meeting minutes to the committee and upon committee approval, to the Executive Board.

## **NAGDCA Committee Charter**

**Title: Awards Committee**

**Strategic Goal:** Connect the NAGDCA community throughout the year

**Purpose:** The purpose of the Awards Committee is to accept nominations for the various governmental defined contribution plan leadership and achievement awards, to evaluate the relative success of those nominations in fulfilling the goals of those awards, and selecting the winners for the various awards. As a secondary goal, the Committee should consider whether new or additional awards should be recommended to the Board for the future. Individual nominations may be made for a variety of separate categories as outlined by the Committee. The nominations must be:

1. Worthy of recognition, not part of normal daily plan services
2. Able to be measured objectively
3. Recognized as contributing to solutions facing the governmental defined contribution plan market at large

### **Composition:**

**Appointment of Chair/Vice-Chair:** The Committee Chair and Vice-Chair will be appointed by the Vice President of the Board with confirmation by the Board.

**Appointment of Members:** NAGDCA members will be appointed to the Committee through a process where members apply for appointment prior to the annual conference. The Vice-President will recommend new committee members to the Executive Board at the August Board meeting to replace outgoing committee members. The committee will include at least two at-large government members and at least two industry members.

**Terms:** The Chair position is for a one-year term and may serve up to two consecutive one year terms. The Committee will be made up of six (6) members with two (2) members being appointed each year for 3-year terms with Chair and Vice Chair terms being 1-year in duration.

**Mid-Term Vacancies:** The President, in consultation with the Chair/Vice-Chair, will appoint members to fill mid-term vacancies.

**Roles and Responsibilities:** The Committee will evaluate award nominations and select winners for various awards as appropriate consistent with the nomination guidelines.

**Meetings:** The committee shall hold its annual meeting the Sunday afternoon at the Annual Conference. Additional meetings will be scheduled as needed throughout the year, typically as conference calls. NAGDCA staff will assist the Chair in developing meeting agenda and coordinating committee meetings/calls. The Awards Committee will conduct committee business through at least four quarterly meetings.

**Minutes:** NAGDCA staff will prepare and distribute meeting minutes to the committee and upon committee approval, to the Executive Board.

## **NAGDCA Committee Charter**

**Title: Industry Committee**

**Strategic Goal:** Connect the NAGDCA community throughout the year

**Purpose:** To increase communication between and among industry and government members to strengthen public-private partnerships.

### **Composition:**

**Appointment of Chair/Vice-Chair:** The Chair will be the President of the Industry Committee as elected by the industry membership. The Industry President will serve on the NAGDCA Board as a voting member. The Industry Vice President will serve on the NAGDCA Board as a non-voting member.

**Appointment of Members:** Members of the committee will be elected by the industry membership. The NAGDCA President serves as a voting member of the industry committee.

**Terms:** Members of the committee will serve seven years starting with a two-year term as member-at-large and then rotating through the officer positions ending with the Past President role.

**Mid-Term Vacancies:** In the event the Industry President should resign or be unable to complete the term of office, the Industry Vice President shall succeed the Industry President.

A vacancy in the offices of the Industry Vice President, Industry Secretary/Treasurer, created for any reason whatsoever (including succession to another office) may be filled by the Industry President, upon approval of the Industry Committee, first from among the other officers or the Member-at-Large positions, and then from among representatives of Industry Members. A vacancy in a Member-at-Large position may be filled by appointment by the Industry Committee from among representatives of Industry Members.

**Roles and Responsibilities:** The industry committee will represent NAGDCA's industry membership and will facilitate discussions among industry members and ensure industry member issues/concerns are shared with the NAGDCA Board. In addition, the committee will coordinate programming for an annual roundtable meeting held in DC every Spring which offers a forum for industry members to share best practices, to discuss hot topics in the defined contribution industry, and to hear the latest from Capitol Hill.

**Meetings:** The committee will hold bimonthly conference calls. NAGDCA staff will assist the Chair in developing meeting agenda and coordinating committee meetings/calls. The committee will meet with the industry membership during the annual conference.

**Minutes:** NAGDCA staff will prepare and distribute meeting minutes to the committee and upon committee approval, to the Executive Board.

## **NAGDCA Committee Charter**

**Title: Legislative Committee**

**Strategic Goal:** Advocate to secure the future of public DC plans

**Purpose:** Evaluate legislative issues for defined contribution plans and develop recommended priorities for the NAGDCA Board's consideration.

### **Composition:**

**Appointment of Chair/Vice-Chair:** The Executive Board President shall be the Committee Chair. The Vice-Chair for the committee will be assigned by the Vice-President when new committee members are recommended to and approved by the Executive Board.

**Appointment of Members:** The Vice-President will recommend new committee members to the Executive Board at the August Board meeting to replace outgoing committee members. The committee will include at least two at-large government members and at least two industry members.

**Terms:** The Chair position is a one-year term. Members will be appointed to two-year staggered terms.

**Mid-Term Vacancies:** The President, in consultation with the Chair/Vice-Chair, will appoint members to fill mid-term vacancies.

**Roles and Responsibilities:** The committee is responsible for coordinating with NAGDCA's government affairs director to draft the annual legislative priorities letter. Committee members will be expected to participate in conference calls as needed throughout the year to complete the committee responsibilities.

**Meetings:** The committee shall hold its annual meeting the Sunday afternoon at the Annual Conference. Additional meetings will be scheduled as needed throughout the year, typically as conference calls. NAGDCA staff will assist the Chair in developing meeting agenda and coordinating committee meetings/calls.

**Minutes:** NAGDCA staff will prepare and distribute meeting minutes to the committee and upon committee approval, to the Executive Board.

# Annual Conference

## 1. Registration, Cancellation and Payments

Conference registration forms must be accompanied by payment in order to be processed and delegates' names listed in the Delegate Roster. Exception: government member registration forms submitted prior to the deadlines will be accepted with notification that payment is forthcoming.

Registrations cannot be shared by multiple delegates to use on different days. One registration fee per delegate, regardless of the amount of time spent at the conference, is required.

Any requests for changes to previously submitted registrations (e.g. delegate names, method of payment, guest information, etc.) must be made in writing to NAGDCA HQ (e-mail or letterhead).

Refunds will be processed when notice of cancellation is made to NAGDCA in writing by the specified deadline (typically two weeks prior to the start of the conference). A \$25 processing fee will be applied after the specified date (typically one month prior to the start of the conference).

In the event that special circumstances such as a serious illness, accident, or death of a family member arise and the circumstances cannot be reported until after the specified date, documentation to support the special circumstance (e.g. a physician's statement) will be required in order to process a refund. No refund will be considered for special circumstances reported by a third specified date (typically 1.5 months after the end of the conference).

AMR/the association may issue up to 12 complimentary registrations for non-participating governments who are potential members.

Past Presidents will receive a conference rate equal to the current year's guest rate. Past Presidents who have left the government sector and are now industry members should consider whether or not to take the reduced conference fee.

Registrations or any changes to registrations that are received after a specified date (typically 2 weeks prior to the start of the conference) may not be included in the official roster of delegates provided on-site with conference registration materials.

The specified Guest Fee applies for any person above 5 years of age accompanying any delegate to any portion of the conference. Partial registrations or complimentary guest passes for single event participation will not be distributed.

Conference cancellation insurance is secured for each conference. The amount secured is based on budgeted revenue, the location/date of conference, etc.

NAGDCA maintains a "No Smoking" policy applicable to all aspects of meetings and conferences (educational sessions, business meetings, receptions, luncheons, etc.), regardless of the policies of the hosting hotel or conference center.

## 2. Member-in-Transition

Individuals who have been NAGDCA members for a minimum of two years within the past three years may attend the annual conference one time at a reduced registration fee in the 12 months after which they become unemployed. The individual will not receive membership benefits, but the annual

membership dues will not be required in order to attend the conference. Conference registration for government members in transition will be ½ of government registration fee and conference registration for industry members in transition will be ½ of the lowest industry registration fee.

### **3. Industry/Sponsors**

NAGDCA does not provide meeting rooms or space at the conference hotel for industry members/sponsors. Companies may coordinate and purchase their own rooms directly from the hotel. Please be respectful of scheduled conference activities and avoid meeting with clients during those times.

Companies that sponsor are recognized by NAGDCA in accordance with the benefits outlined which may include promotion of company information. Company signage, beyond what is offered through sponsorship or the handheld signs used by companies to direct attendees to their private dinners, is not allowed in any space being used for the NAGDCA annual conference.

Payment for sponsored item/function must be made prior to the first day of the annual conference (where applicable).

Preliminary attendance rosters will be released in advance of the conference only to official industry member sponsors as outlined in the sponsorship benefits packages. Rosters are not to be used for mass mailings but can be used to send client invitations for events during the NAGDCA conference.

Mass distribution of brochures, flyers, or other materials to conference delegates prior to or during a conference or meeting is not permitted without prior written consent from the Executive Board.

Once inside 90 days of the start of the conference, two night's room and tax will be assessed for each cancelled reservation except in the case of a one night stay where one night's room and tax will be assessed. NAGDCA will charge the responsible company/organization for these charges. These fees will only be assessed if NAGDCA incurs a hotel attrition fee for not meeting its contracted room block.

Private events planned by industry members may not be scheduled during any portion of an official conference event or function (includes "meet and organize" time).

Planning for all private, non-conference scheduled corporate events are the responsibility of industry members, as well as retaining their own event insurance for these activities.

Industry members must comply with the affirmed Industry Members' Code of Conduct.

### **4. Speakers**

Conference speakers are selected based on their experience and merits. Once an individual is selected, that "speaking slot" does not belong to the company for whom that individual is employed. Should an employee selected as a speaker leave that company or government entity, his or her retention as a speaker is at the discretion of the Annual Conference Committee. Company affiliations become criteria for speaker selections only to ensure equitable representation of industry members within the full conference education program.

The Annual Conference Committee chairperson has the authority to approve funding of transportation and lodging expenses up to the amount included in the budget under speaker/travel.

Registration fees are not waived for speakers who are members of the association.

Conference fees may be waived and/or travel and lodging expenses are funded (as can be accepted) for individuals who are not employed by a member of the association but who are asked to speak at the conference (e.g. IRS officials, members of Congress, etc.).

## **5. Annual Business Meeting**

Government - the government members hold an annual business meeting at the conference pursuant to the Bylaws.

Industry - a regular annual meeting of the industry members of the Association is held at annual conferences to elect the new Member-at-Large and to discuss association issues. The Association provides at least 30 days' notice of the time and place of the meeting to all industry members. The Industry Committee develops the agenda for the meeting. Minutes from the meeting may or may not be constructed.

## **6. General**

The Annual Conference Committee provides general oversight of conference planning and manages the following aspects of the planning process:

- overall agenda (what is offered on what day)
- selection of speakers (and maintenance of speaker policies)
- selection of entertainment for final night banquet
- monitoring of sponsor issues

The committee is chaired by the Vice President. At the end of the conference, the ingoing and outgoing conference chairs will hold a focus group with pre-selected participants.

No formal scheduled event will be held on at least one evening of the conference in order to allow industry members an evening to entertain clients and friends

## **General**

### **1. Industry Roundtable**

An industry roundtable meeting is typically held in the Spring each year. The current President and Vice-President attend this meeting.

### **2. Record Retention**

NAGDCA maintains a record retention policy outlining files that should be maintained for 7 years and permanently. AMR conducts an annual archiving day. Files for current year and one year prior are stored onsite at AMR. Older files are maintained at off-site storage.

### **3. Whistleblower**

NAGDCA is committed to conducting its business under the highest standards of business and personal ethics and integrity and to comply with all applicable laws and regulations. This whistleblower

policy (a) encourages staff and volunteers to come forward with credible information on illegal practices or serious violations of adopted association policies; (b) specifies that NAGDCA will protect the person from retaliation; and (3) identifies where such information can be reported.

#### **4. Posting Conference/Webcast Notices from External Organizations to NAGDCA Network**

NAGDCA Board members may post information to the NAGDCA Network about another organization's conferences and webcasts without prior approval by the NAGDCA Board. In addition, InFRE and IFEBP may submit information about their conferences and webcasts without prior approval by the NAGDCA Board. All other conference and webcast notices must be pre-approved by the NAGDCA Board before being posted to the NAGDCA Network.

#### **5. Support of Industry Certifications**

NAGDCA officially recommends that sponsoring governments encourage their employees to achieve certification in financial planning, retirement education and administration, and evaluate service providers through their commitment to certification standards for relevant employees.

#### **6. Leadership Awards**

No submissions will be accepted for consideration that are received after the printed/publicized deadlines.

In the event that an entity is recognized in more than one category, only one plaque will be presented per government entity.

Industry partners of award recipients may purchase duplicate awards at cost.

#### **7. Newsletter Articles**

Members are encouraged to write and submit articles for inclusion in the Association newsletter. Members may submit RFP release information for inclusion in the Association's newsletter.

#### **8. Partnerships**

NAGDCA will enter into partnerships to develop ties with groups that have missions related to NAGDCA's mission but that use a different strategy to achieve NAGDCA's mission, or that focus on a different population. The partnerships will offer additional resources and value to NAGDCA's members. The following criteria will be used to determine whether NAGDCA will pursue the partnership.

- Organization must be a non-profit.
- Organization must have a related vision and similar mission
- NAGDCA will have final approval of name/logo usage by the partnering organization
- NAGDCA will have final approval on the use of its mailing list including the number of times it can be used
- Other pertinent information as applicable

When a NAGDCA expense would be incurred in order for NAGDCA to enter into the partnership, staff will seek approval from the NAGDCA President.



## 9. Benchmarking Tool

The online benchmarking tool and annual survey report are open to NAGDCA members only. An executive summary report is prepared and made available to the public via NAGDCA's website. An online tool is available to PRRL participants and those who purchase access.

### *Access to Online Tool:*

Respondents will identify the person to receive access to the online portal when they complete the survey. This person and the primary member can request the login information. If others within a plan want access, they must obtain it from the primary member or the second person who was provided the information.

Those who purchase access will receive a login and can share access per their own discretion.

## 10. Event Data Disclosure Agreement Policies

### In-person Event Data Disclosure Agreement

#### I. Acceptance of Terms

NAGDCA provides events for education and networking among its members.

***It is important that you read all terms and conditions carefully as by registering for, attending, and/or utilizing event services, you agree to the collection, use, and sharing of your personal data for the purpose of your participation in this event.***

#### II. Collection of Data

##### Registration

By registering for this event, you are providing to NAGDCA personal information such as name, email address, dietary needs, etc. which is mandatory in order for the attendee to attend the event. The collection of this information is to provide you with services as it relates to your attendance at this event. Without this information, NAGDCA will be unable to guarantee the provision of said services.

By registering, you agree and acknowledge that you are over 18 years of age. If you are under 18 years of age, please contact NAGDCA directly at [nagdca@amrms.com](mailto:nagdca@amrms.com).

You agree that the information you provide during the registration process shall be accurate, true, and complete. You have the right and responsibility to update any incorrect or out of date information in a timely manner. Provision of erroneous information may result the failure to receive important updates and information about the event. You may update your registration by logging into the registration system or contacting [nagdca@amrms.com](mailto:nagdca@amrms.com).

By registering, you also agree that NAGDCA may use information collected during the registration process to notify you with information about the event such as: reminders, updates, logistic changes in the event, and post event satisfaction data collection.

Your agreement to how the data is collected, used, shared, and stored is specific to that information which is necessary to plan and facilitate this event and permit your attendance.

NAGDCA uses CrowdCompass in the facilitation of this event. This mobile application is provided to participants to enhance the event experience and provide a mechanism by which important event information can be easily accessed. By downloading and utilizing CrowdCompass, the participant agrees to the terms and conditions of the application independently of this agreement and is solely responsible for all personal information provided and shared through the application.

#### Payment

Electronic payment for event registration is taken and managed in Cvent.

Payments are processed by PayPal.

#### Attendance

During the event, it may be necessary for attendees to verify their personal information provided during registration as it relates to event attendance. This personal information is for the sole purpose of verification of previously collected data to confirm your identity, accommodations, and delivery of services at the event. Failure to provide this information during attendance may result in the inability to render services to the attendee.

Additionally, this event provides opportunities for networking with other attendees. Personal information shared during networking is the sole responsibility of the attendee. Attendees should exercise sound judgement concerning sharing of personal information and should take necessary steps to ensure privacy and protection of said information as NAGDCA shall not be responsible for information shared in this capacity during the event.

### **III. Data Use**

You agree that the data collected shall be used in the planning and facilitation of this event and to render event services to the attendee. Additionally, you agree that the data collected from you may be used by NAGDCA as business intelligence to enhance attendee experience by improving products and services offered. Additionally, you agree that NAGDCA may also leverage collective, non-attendee specific, demographic information for the marketing of NAGDCA products and services.

During this event, NAGDCA may take photographs of you which may be posted to social media and on the association's website. By registering for and attending this event, you agree to the use of image in photographs for this purpose. Additionally, other event attendees may take photographs and post said photographs to social media. NAGDCA shall not be responsible for photographs taken and/or shared by other event attendees.

You agree that the NAGDCA may use data collected to investigate, respond, and resolve customer issues which includes any security investigations, fraud, or other violations of this agreement. This may include third parties contracted to assist with the resolution of these issues.

As a part of your registration, you will be provided the opportunity to opt in to leveraging your personal information for other legitimate business purposes of the event. You must agree to each of these opportunities independently, and you will have the right to opt out of participation at any time. These opportunities include but are not limited to: attendance rosters, speaker information, etc.

### **IV. Data Sharing**

By registering for this event, you agree that the NAGDCA may share the personal data provided for logistical purposes including, but not limited to: securing lodging, transportation, catering, and other

routine event services on your behalf with the venue and any third-party suppliers which are required to deliver event services on location. This sharing of data shall be limited to only that which is necessary in the fulfillment of the service and shall not be used by said third parties for marketing or other purposes.

NAGDCA contracts with AMR Management Services, Inc. as their association management provider who provides for NAGDCA daily association administration, staffing, and operational functions. You agree that NAGDCA may share collected data with AMR Management Services, Inc. for said purposes in the execution of the services provided. Additionally, NAGDCA contracts with third party suppliers in the fulfillment of service delivery for this event including, but not limited to printers, awards vendors, operational system providers, etc. You agree to allow NAGDCA to share your personal data limited to the fulfillment of these services and understand that NAGDCA will require that all third-party suppliers abide these terms in their fulfillment of said services.

#### Legal Disclosures

It is possible that NAGDCA will need to disclose information about you when required by law, subpoena, or other legal process or if we have in good faith belief that disclosure is reasonably necessary to 1.) investigate, prevent, or take action regarding suspected ethics violations, actual illegal activities, or to assist government enforcement agencies; 2.) enforce our agreement with you; 3.) investigate and defend ourselves against any third-party claims or allegations; 4.) protect the security or integrity of our services; 5.) exercise the rights and safety of NAGDCA, you, personnel or others. We will attempt to notify you about any legal demands for personal data when appropriate in our judgement, unless prohibited by a court of law or court order or when the request is an emergency.

NAGDCA, our suppliers, and or partners do not share or sell your personal data with third parties for their direct marketing purposes without your permission. See Section (insert) above.

#### **V. Data Storage**

You agree that NAGDCA will retain the personal information provided and maintain accurate records of this event in addition to the provision of services. All data is retained and stored in perpetuity for historic record of this event. You have the right to request that your personal information be deleted or a portion thereof; however, NAGDCA will retain information which is reasonably necessary to meet accreditation standards, meet regulatory requirements, resolve disputes, maintain security, prevent fraud or abuse, or enforce this agreement.

#### **VII. Contact Information**

For questions concerning this policy, how to delete your profile, alter opt in authorization, or other concerns, please contact the NAGDCA at:

Tracy Tucker  
NAGDCA Association Director  
859-514-9210  
ttucker@amrms.com

#### **VIII. Acknowledgement of Disclosure**

By continuing with this registration, I confirm that my consents and approvals set forth above are freely given, specific, informed, and unambiguous.

## Virtual Event Data Disclosure Agreement

### I. Acceptance of Terms

NAGDCA Connect is provided for education and networking among its members.

**It is important that you read all terms and conditions carefully as by registering for, attending, and/or utilizing event services, you agree to the collection, use, and sharing of your personal data for the purpose of your participation in this event.**

### II. Collection of Data

#### Registration

By registering for this event, you are providing to NAGDCA personal information such as name, email address, etc. which is mandatory in order for the attendee to participate in the event. The collection of this information is to provide you with services as it relates to your attendance at this event. Without this information, NAGDCA will be unable to guarantee the provision of said services.

By registering, you agree and acknowledge that you are over 18 years of age. If you are under 18 years of age, please contact NAGDCA directly at [nagdca@amrms.com](mailto:nagdca@amrms.com).

You agree that the information you provide during the registration process shall be accurate, true, and complete. You have the right and responsibility to update any incorrect or out of date information in a timely manner. Provision of erroneous information may result the failure to receive important updates and information about the event. You may update your registration by logging into the registration system or contacting [nagdca@amrms.com](mailto:nagdca@amrms.com).

By registering, you also agree that NAGDCA may use information collected during the registration process to notify you with information about the event such as: reminders, updates, logistic changes in the event, and post event satisfaction data collection.

Your agreement to how the data is collected, used, shared, and stored is specific to that information which is necessary to plan and facilitate this event and permit your attendance.

#### Payment

Electronic payment for event registration is taken and managed in MemberClicks.

Payments are processed by Payscape.

#### Attendance

During the event, it may be necessary for attendees to verify their personal information provided during registration as it relates to event attendance. This personal information is for the sole purpose of verification of previously collected data to confirm your identity, accommodations, and delivery of services at the event. Failure to provide this information during attendance may result in the inability to render services to the attendee.

Additionally, this event provides opportunities for networking with other attendees. Personal information shared during networking is the sole responsibility of the attendee. Attendees should exercise sound judgement concerning sharing of personal information and should take necessary steps to ensure privacy and protection of said information as NAGDCA shall not be responsible for information shared in this capacity during the event.

### **III. Data Use**

You agree that the data collected shall be used in the planning and facilitation of this event and to render event services to the attendee. Additionally, you agree that the data collected from you may be used by NAGDCA as business intelligence to enhance attendee experience by improving products and services offered. Additionally, you agree that NAGDCA may also leverage collective, non-attendee specific, demographic information for the marketing of NAGDCA products and services.

During this event, NAGDCA may take photographs/video of you which may be posted to social media and on the association's website. By registering for and attending this event, you agree to the use of image in photographs/videos for this purpose. Additionally, other event attendees may take photographs/videos and post said photographs/video to social media. NAGDCA shall not be responsible for photographs/videos taken and/or shared by other event attendees.

You agree that the NAGDCA may use data collected to investigate, respond, and resolve customer issues which includes any security investigations, fraud, or other violations of this agreement. This may include third parties contracted to assist with the resolution of these issues.

By registering, you agree to allow NAGDCA to include your contact information in the attendance roster. In addition, you agree to share your contact information with select event sponsors to be used for invitations to client events held during NAGDCA Connect.

### **IV. Data Sharing**

By registering for this event, you agree that the NAGDCA may share the personal data provided for logistical purposes on your behalf with any third-party suppliers which are required to deliver event services on location. This sharing of data shall be limited to only that which is necessary in the fulfillment of the service and shall not be used by said third parties for marketing or other purposes.

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### **Legal Disclosures**

It is possible that NAGDCA will need to disclose information about you when required by law, subpoena, or other legal process or if we have in good faith belief that disclosure is reasonably necessary to 1.) investigate, prevent, or take action regarding suspected ethics violations, actual illegal activities, or to assist government enforcement agencies; 2.) enforce our agreement with you; 3.) investigate and defend ourselves against any third-party claims or allegations; 4.) protect the security or integrity of our services; 5.) exercise the rights and safety of NAGDCA, you, personnel or others. We will attempt to notify you about any legal demands for personal data when appropriate in our judgement, unless prohibited by a court of law or court order or when the request is an emergency.

NAGDCA, our suppliers, and or partners do not share or sell your personal data with third parties for their direct marketing purposes without your permission.

### **V. Data Storage**

You agree that NAGDCA will retain the personal information provided and maintain accurate records of

this event in addition to the provision of services. All data is retained and stored in perpetuity for historic record of this event. You have the right to request that your personal information be deleted or a portion thereof; however, NAGDCA will retain information which is reasonably necessary to meet accreditation standards, meet regulatory requirements, resolve disputes, maintain security, prevent fraud or abuse, or enforce this agreement.

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