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BOARD OF DIRECTORS

Communication

All Board members will be required to have e-mail access so that Board business can be conducted electronically.
[Revised 10/00]

Secretary/Treasurer Responsibilities

In addition to the requirements for this office set forth in the NOA Bylaws, the Secretary/Treasurer is expected to do the following:

- Review the monthly financial reports prepared by the NOA staff to check disbursements and receipts;
- Review monthly bank statements to assure that they correspond to the financial reports and balance sheet;
- Sign or co-sign checks as required (checks over $1,000 require two signatures);
- Assist in the collection of membership dues by periodically contacting members who become delinquent in payments;
- Participate in preparation of NOA’s annual operating budget; and
- Coordinate follow-up with potential vendors/sponsors. [Added 12-08]

Reimbursements

- **Board Members Traveling to Board Meetings**

  Reimbursement will be made to any Panhandle Society Board Members for travel to Board Meetings that are not in conjunction with other conferences/conventions. Reimbursement will be for round-trip travel outside a 200-mile radius to the meeting at the prevailing IRS rate for mileage reimbursement. [Rev. 12-08]

- **Board Members Traveling to Meetings That Are Not Board Meetings**

  The NOA will reimburse the President, President-Elect, Vice President and Executive Director for attendance at the AOA Presidents’ Council meetings. [Rev. 12-08]

  Travel must be authorized by the NOA President or Board of Directors in order to be reimbursed.
## Expense Guidelines

**Travel in Nebraska** will be reimbursed at the per mile rate allowed by IRS, unless additional travel costs (for charter or commercial aircraft, e.g.) are authorized by the Board of Directors.

**Travel outside Nebraska** by automobile shall be reimbursed on the same basis as in-state travel. Travel outside Nebraska by air shall be based on discounted round-trip coach airfares between the NOA representative’s hometown and the meeting site.

**Lodging** will be reimbursed for nights that are part of the official business being attended by the NOA representative, and for the night immediately preceding and following the meeting or function if travel between the meeting site and NOA representative’s home cannot reasonably be completed on the days of the meeting. Lodging reimbursement will be based on single occupancy rates for a standard hotel room, unless alternative accommodations are authorized by the Board of Directors.

**Meals** shall be reimbursed on the basis of itemized statements and shall cover the duration of the event or meeting requiring attendance by the NOA representative, plus the time required for travel to and from the meeting. In no event shall meal expenses exceeding an average of $50 per day be reimbursed without approval of the Board of Directors.

**Incidentals** (taxis, tips and gratuities, rental cars, etc.) shall be reimbursed based on itemized statements if for business purposes. However, no more than one rental car will be reimbursed for any given meeting or function.

**Business entertainment** shall be reimbursed based on itemized, documented statements and should be kept to a reasonable minimum.

No reimbursement shall be provided for expenses of spouses or others traveling with NOA representatives.

## Reimbursement Process

Expenses shall be itemized and submitted in a statement to the NOA office for reimbursement. Receipts are required for individual expenses exceeding $25. However, it is preferred that board members present receipts for ALL expenses.
CONFLICT OF INTEREST

Definition

This Policy defines conflict of interest and the procedures for the identification, disclosure, and avoidance of potential conflicts of interest by the members of the Board.

It is the policy of the Association to prohibit, except with prior Board of Directors or Executive Committee approval, any apparent, potential or actual conflict of interest. A conflict of interest for these purposes includes any situation in which an employee, director or officer has a private or personal interest sufficient to appear to influence the objective exercise of his or her duties or responsibilities for the Association. An apparent conflict of interest is one in which a reasonable person would think that the person's judgment is likely to be compromised. A potential conflict of interest involves a situation that may develop into an actual conflict of interest. The conflicts of interest intended to be prohibited include any cases of self dealing, accepting benefits, influence peddling, and using Association’s property for private advantage, and using confidential information.

For example, ownership of or employment by a company that sells goods or services to the corporation or purchases goods or services from the corporation, could create a conflict of interest or at least the appearance of a conflict. Similarly, having an interest in a competitor of the Association or in competition with prospective activities of the Association could create a conflict of interest or the appearance of a conflict. This type of interest should be disclosed, and individual participation in any transaction affected by the conflict should be avoided. A member of the Board should not use his or her title as Board member or officer of the Association to promote a product or enterprise. The use of one’s title on a CV is not to be construed as a conflict of interest.

To accept gifts, excessive entertainment, or other favors from anyone who does business, is seeking to do business with the Association, or is a competitor of the Association, might under certain circumstances appear to create a conflict of interest. Also, to disclose or use information relating to the Association’s business for the personal profit or advantage of the Board member could give rise to a claim of conflict.

※ Family Members

For purposes of this policy, the interests of immediate family members of the Board member should be treated as the Board member's own interests, and should be disclosed and dealt with the same as if they were the interests of the Board member himself or herself.
Procedures for Dealing with Conflicts of Interest

- The Executive Committee of the Board shall be responsible for:
  - Periodically reviewing this Policy and recommending to the full Board any needed changes in the Policy.
  - Advising the Board and its members regarding potential conflicts, resolution of conflicts, concerns about transactions in which a conflict may exist, seeking legal advice if necessary.
  - Distributing, receiving back, and reviewing the annual Questionnaires Regarding Potential Conflicts of Interest (Addendum 1) and reporting its findings to the Board.

- Transactional Disclosures

Any member of the Board of Directors having an interest in a contract or other transaction presented to the Board of Directors or Executive Committee of the Board for authorization, approval, or ratification, shall make a prompt, full, and frank disclosure of the interest to the Board or committee prior to its acting on the contract or transaction. Any doubt by the Board member as to whether the interest could constitute a conflict of interest, regardless of whether the interest is substantial or insubstantial, direct or indirect, shall be resolved in favor of disclosure.

The Board to which the disclosure is made shall thereupon determine, by two-thirds majority of those voting (with the member(s) having the potential conflict abstaining), whether the disclosure shows that a conflict of interest exists. If a conflict is deemed to exist, the member(s) with the conflict shall not vote on, nor use his or her personal influence on, nor participate (other than to present factual information or respond to questions) in the discussion or deliberations with respect to the contract or transaction. At the discretion of the presiding officer, the member(s) with the conflict may be asked to leave the meeting at any point in the discussion or deliberations. The minutes of the meeting shall reflect the disclosure made, the vote thereupon, and where applicable, the abstention from voting or participation. Copies of the minutes shall be sent to the President.

- Annual Disclosure

Once each year, at the first Board meeting after the NOA Annual Meeting, the Questionnaire Regarding Potential Conflict of Interest (Addendum 1) shall be distributed to all Board members. Each member of the Board shall complete the questionnaire and submit it to the Executive Committee as requested. The Executive Committee shall review the completed questionnaires, obtain additional information from individual Board members where indicated, and report its findings to the Board of Directors. This same procedure shall be followed with new members of the Board at the time of appointment. The Executive Director and other employees and agents of the corporation with significant responsibility, may be required by the Board to follow the same disclosure procedures.
Conclusion
In the spirit of openness and fairness in public service, all members of the Board of Directors of the Nebraska Optometric Association are encouraged to make full and frank disclosure whenever a situation arises which could create, or appear to create, any conflict between the Board member’s interests and the interests of the corporation.  [Added 12-08]

WHISTLEBLOWER POLICY

This Whistleblower Policy (a) Encourages staff and volunteers to come forward with credible information on illegal practices or serious violations of adopted policies of NOA; (b) Specifies that NOA will protect the person from retaliation; and (c) identifies where such information can be reported.

- **Encouragement of Reporting**

  NOA encourages complaints, reports, and inquiries about illegal practices or serious violations of NOA’s policies, including illegal or improper conduct by NOA itself, by its leadership, or by others on its behalf.  Appropriate subjects to raise under this policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies.

- **Protection from Retaliation**

  NOA prohibits retaliation by or on behalf of NOA against staff or volunteers for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy.  This protection extends to those whose allegations are made in good faith but prove to be mistaken.  NOA reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

- **Where to Report**

  Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis.  They should describe in detail the specific facts demonstrating the bases for the complaints, reports or inquiries.  They should be directed to NOA’s President of the Board of Directors or Executive Director; if both of those persons are implicated in the complaint, report or inquiry, such matters should be directed to the President-Elect.  NOA will conduct a prompt, discreet, and objective review or investigation.  Staff or volunteers must recognize that NOA may be unable to fully evaluate a vague or general complaint, report or inquiry that is made anonymously.  [Added 12-08]
DOCUMENT RETENTION AND DESTRUCTION

This Document Retention and Destruction Policy 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 the NOA documents and records.

Policies

The NOA staff, members of the Board of Directors, and entities with which NOA enters into agreements or letters of understanding, are required to honor these policies for paper or electronic documents retention:

- Papers not noted for retention shall be destroyed after three years;
- Electronic records or documents not noted for retention shall be deleted after three years; and
- No paper or electronic documents will be destroyed or deleted if pertinent to any inquiry by the IRS, Board of Directors, etc.

Terms of Retention

- Permanent Retention.
  - Governance Records – Charter and amendments, Bylaws, other organizational documents, Governing Board and Board committee minutes;
  - Tax Records – Filed Federal tax returns/reports and supporting records, tax exemption letter and related correspondence, files related to audits;
  - Financial Records – Audited Financial Statements
- Retain for Five Years
  Insurance, and contracts, letters of understanding, letters of agreement records—All agreements shall be retained during the term of the agreement and for five years after the termination, expiration or non-renewal of each agreement.
- Retain for One Year
  All other electronic records, documents and files – correspondence files, past budgets and bank statements.

Exceptions

Exceptions to these rules and terms for retention may be granted only by the President of the Board of Directors or the Executive Director. [Added 12-08]
This Joint Venture Policy requires that NOA evaluate its participation in joint venture arrangements under Federal tax law and take steps to safeguard NOA's exempt status with respect to such arrangements. It applies to any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity as further defined in this policy.

**Joint Ventures or Similar Arrangements With Taxable Entities**

For purposes of this policy, a joint venture or similar arrangement (or a “venture or arrangement”) means any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity without regard to: (a) whether NOA controls the venture or arrangement; (b) the legal structure of the venture or arrangement; or (c) whether the venture or arrangement is taxed as a partnership or as an association or corporation for federal income tax purposes. A venture or arrangement is disregarded if it meets both of the following conditions:

- 95% or more of the venture's or arrangement’s income for its tax year ending within NOA’s tax year is excluded from unrelated business income taxation [including but not limited to: (a) dividends, interest, and annuities; (b) royalties; (c) rent from real property and incidental related personal property except to the extent of debt-financing; and (iv) gains or losses from the sale of property]; and
- The primary purpose of NOA’s contribution to, or investment or participation in, the venture or arrangement is the production of income or appreciation of property.

**Safeguards to Ensure Exempt Status Protection**

NOA will: (a) negotiate in its transactions and arrangements with other members of the venture or arrangement such terms and safeguards adequate to ensure that NOA’s exempt status is protected; and (b) take steps to safeguard NOA’s exempt status with respect to the venture or arrangement. Some examples of safeguards include:

- Control over the venture or arrangement sufficient to ensure that it furthers the exempt purpose of NOA;
- Requirements that the venture or arrangement gives priority to exempt purposes over maximizing profits for the other participants;
- That the venture or arrangement not engage in activities that would jeopardize NOA’s exemption; and
- That all contracts entered into with NOA be on terms that are arm’s length or more favorable to NOA. [Added 12-08]
Authorized Amounts and Signers

The Executive Director is authorized to sign checks of less than $1,000 without an additional officer signature, contingent on providing a summary of all income and expenses to the treasurer on a monthly basis. Checks over $1,000 require two signatures. [Revised 4/4/03]

Authorized signatures on NOA accounts shall be those of the President, President-Elect, Treasurer, and Executive Director.

Fiscal Year

NOA’s fiscal year begins January 1. Terms of officers and committee chairs shall run concurrent with the fiscal year.
[Rev. 2-97]

Investments Policy

Investment Objective – The primary objective is to enhance the short-term and long-term funding needs of the Association.

Oversight and Direction – The Investment Committee, which is comprised of the elected officers of the Association, shall be responsible for the oversight and direction of the investment portfolio. The Investment Committee shall conduct a review of the Association’s investments at least annually in order to assure that the investment portfolio is in compliance with the Association’s investment guidelines and policies and with the Association’s short-term and long-term funding needs. The Investment Committee is authorized to make investment decisions on behalf of the Board within the parameters of the Association’s investment policy.

The Association’s Executive Director and the Association’s investment advisor shall be included in the Investment Committee’s portfolio reviews and the Executive Director shall be the authorized representative on behalf of the Board to convey instructions to the investment advisor in carrying out decisions and directions from the Board or Investment Committee.

Investment Advisor – The Board will retain an Investment Advisor to provide expertise in managing the Association’s assets. The Investment Advisor will guide the Board through the investment process to enable the Board to meet its fiduciary responsibilities with regard to the Investment Policy.

Authorized Investments – Authorized investments for the Association which possess varying but acceptable degrees of risk are the following:
1. Insured Savings Accounts, Money Market Accounts, NOW Accounts and Certificates of Deposits positioned with Commercial Banks, or other Financial Institutions whose deposits are backed by the FDIC, SIPC, SAIF, or BIF, or any other Federal Agency insuring such Depository Accounts.
2. Short-term Treasury Bills (13, 26, and 52 week maturities) backed by the full faith and credit of the US Government.
3. Treasury Notes and US Treasury Bonds backed by the full faith and credit of the Federal Government with maturity dates matched to the Association’s financial goals, financial obligations and operating needs.
5. Short-term, Intermediate-term, and long-term Corporate Bonds rated “Investment Bank Quality Bonds” by Standard and Poors Corporation (BBB or better) and/or Moody’s Investor Services (Baa3 or better) rating agencies.
6. Mutual Funds (Public) possessing Investment Portfolios comprised solely of equities (common stock). Mutual Funds possessing Investment Portfolios comprised of securities that qualify in the Balanced Funds, Growth and Income Funds, and Growth Stock Mutual Funds, publicly traded and quoted daily in the Wall Street Journal and daily financial press shall be acceptable investment, within the guidelines and stated obligations of the Association.
7. Managed Funds (investment portfolios managed by professional Fund Managers) whose portfolios are comprised of investments authorized under this section of the Association’s guidelines shall also be acceptable investments. The Board of Directors acknowledges that investments decisions are made within such funds by Fund Managers in accordance with the fund’s policy, targets and objectives without specific authorization by the Association.

Investment Guidelines – The investment guidelines for the Association’s funds shall be as follows:

1. Funds will be in Investment Accounts with either FDIC or SIPC protection.
2. At least 65% of the funds will be invested in Savings accounts, NOW accounts, Money Market funds, direct obligations of the US Government, US Government Agency obligations or federally insured certificates of deposit, or Corporate Bonds (investments described in paragraphs 1-5 under the section of these policies entitled “Authorized Investments”. Up to, but not exceeding 20% of the total amount of funds in this investment category may be invested in Corporate Bonds.
3. Up to, but not exceeding 35% of the funds may be invested in mutual funds (as described in paragraph 6 under the section of these policies entitled “Authorized Investments”). If market fluctuations result in more than 35% of the total funds in equity mutual funds, the Board of Directors shall have 90 days to reallocate the funds. In the selection of equity
mutual funds, the Board should consider proper diversification of investment styles, including different mutual fund managers, thus creating a properly diversified equity growth model.

4. Mutual Funds are considered long-term investments under these guidelines. Therefore, the investment time horizon for assets positioned into these investments should not be less than one (1) year.

**Accounting Treatment of Investment** – The Association’s investments will be stated at current market value as defined by the Financial Accounting Standards Board Accounting Standards Codification.

**Definition of Investable Funds** - Investable funds shall be defined as all funds other than the checking account funds.

**Monitoring and Control** – The investments shall be monitored and controlled as follows:
1. On a quarterly basis, the investments will be monitored by the Investment Committee for compliance with the 65% and 35% guidelines as defined in this policy.
2. An annual review and assessment will be conducted with the Board and the Investment Advisor. This review should cover all aspects of the performance and stability of the investment products as well as the Association’s short-term and long-term financial needs.

[Rev. 4-12-12]

**Frequency of Audits**

NOA will be audited by its accounting firm every five years. (Added 12-11)
MEETINGS AND CONVENTION

Convention Proceeds

Net income from the NOA convention and other educational programs shall be retained by the NOA and not shared with the Paraoptometric Section, or other entities unless authorized by the Board. [Rev. 12-08]

Exhibitors at NOA Meetings

All products and services exhibited or advertised shall serve the interests of the show attendees, and shall be operated in a manner that will not detract from other exhibits. NOA reserves the right to determine the eligibility and/or suitability of any organization or product for inclusion in the exhibit hall and reserves the right to require withdrawal of any exhibit with just cause. Preference will be given to vendors that exhibited the previous year and who serve the professional interests of the attendees. No exhibitor shall reassign, sublet or share space allotted without the written consent of the NOA. Demonstrations, interviews and other activities must be confined within the exhibit space and must not impede traffic through the aisles. [Added 12-08]

Exhibitors and Advertiser Fees

All for-profit or commercial entities shall be charged the same rate for advertising space and for exhibiting at NOA events, regardless of exhibit location.

The NOA will offer exhibit space to Non-Profit Organizations at NOA’s cost. [Rev. 9-96]

Promotion of Non-NOA Educational Programs

NOA will promote educational programs sponsored by AOA and the North Central States Optometric Council, and other programs from which NOA receives a share of the proceeds, at no charge to the program sponsor.

Other programs can be promoted through paid advertising, or by selling mailing labels to program sponsors or otherwise charging for promotion.

The Executive Director is given discretion to modify this guideline as needed.

Refund Policy (Conventions & Meetings)

For written refund, requests received at least 20 days before the event, refunds will be granted less a $25 administrative fee. Refunds will be issued following the event. Refund requests received less than 20 days preceding the event shall be granted at
the discretion of the Board, but any such refunds will be less a $25 administrative fee.

Registration Fees for NOA Educational Programs

- Paraoptometric Attendance at OD Sessions

Paraoptometrics who have achieved AOA certification may attend O.D. educational classes. To attend O.D. classes, the Paras must have the signature of a doctor to sponsor their participation in the course and pay the difference between the hourly cost of the OD classes compared to Para classes. For example, if O.D. education is priced at $25 per hour and the Para registration fee is $6 per hour, the Para should pay an additional $19 per hour to attend the O.D. classes.  [Rev. 2/00, 12/08]

- New Licensees

New licensees attending the fall convention may attend education programs at no charge for registration fees and meals during the first year following licensure.

- Non-Members

Non-NOA members, who are AOA members may receive member rates for registration fees. [Rev. 2/00, 12/13]

Registration fees for NOA programs will be generally marked up 100% for non-members, but the Board shall consider each program on an individual basis in setting registration rates.

- Student Members

Student Members may attend NOA educational programs at no charge for registration fees, meals and lodging. NOA will underwrite the lodging costs.

Speakers

- OD Speakers

Travel expenses shall be reimbursed at no more than the IRS-allowable mileage rate between the speaker’s home and the meeting site (if by auto), or at no more than the discounted round-trip coach airfare between the speaker’s home and the meeting site.

- NOA members lecturing to doctors at NOA programs will receive complimentary registration to the event.

- Non-NOA member speakers shall receive complimentary registration for the NOA event that they are speaking at, including tickets to all scheduled
functions. However, spouses, family members or other guests traveling with the speaker will not receive complimentary registrations or admission to events unless authorized by the Board.

■ Paraoptometric Speakers

The NOA Paraoptometric Section may schedule paid speakers at the Fall Convention as long as expenses are paid from the Para budget and all registered Paras have the opportunity to hear such speakers. If the Paraoptometric Section wants to schedule speakers periodically whose fees and travel costs exceed the amount of funds in the Para Section account, they may come to the NOA Board and request a budget appropriation.

- NOA members lecturing to the Paraoptometric Section at NOA programs will receive 25% reimbursement for that event’s registration fee for each hour of continuing education provided up to total registration fee. [Added 3-03]

Sponsorships

Ophthalmologists and ophthalmology practices will be given the opportunity to sponsor NOA educational programs or events, but such sponsorships will not be actively solicited.

Complimentary Rooms

A complimentary room shall be provided for the NOA President and PARA President at the Fall Convention. [Added 12-08]

Undergraduate Student Attendance

Undergraduate students are permitted to attend NOA education meetings if they register through an NOA member doctor. A registration fee will be charged in these instances. [Added 12-08]

Use of Prayer at NOA Meetings

Any prayers given at NOA events should respect and take into consideration different faiths. Individuals who will be performing prayers should be notified in advance of this policy. [Added 12-08]
MEMBERSHIP INFORMATION AND SERVICES

Dues

- **Dues Delinquencies**

Membership renewals are due January 1 of each year and are delinquent on March 1. If a member has not made either an annual payment or an installment payment under an approved payment plan by March 1, such membership shall be considered delinquent and the membership may be terminated upon action by the Board of Directors. For members paying dues on an approved payment plan, installment payments due after March 1 which are not made within 60 days of their due date shall be considered delinquent and the membership may be terminated upon action by the Board of Directors.

Notification of past due payments shall be sent to members prior to such time as their membership becomes delinquent. [Rev. 10-15-10]

Further, any member who falls 60 days or more delinquent on the payment of their dues will be required to pay their dues using either the monthly automatic withdrawal or yearly lump sum option with a 30-day grace period to become current on back dues. [Rev. 9-27-03]

- **Requests for Dues Reductions or Special Membership Classification**

Requests for dues reductions or special membership classification will be referred to the Membership Task Force for review and verification of the member’s status. A recommendation from the Task Force will be made to the Board for action.

- **Dues Waivers**

NOA staff is authorized to grant dues waivers based on validation of circumstances and adherence to AOA guidelines for waivers. [Added 12-08]

- **Special Class Member Dues Amount**

Affiliate member dues shall be set at 10% of full Active Member NOA dues. Special Class member dues shall be set at 10% of combined AOA and NOA Active Member dues. [Added 12-08]

Endorsed Programs, Services

The following membership services/benefits have been endorsed by the NOA:

- Vision Web
- SEE TO LEARN program (Eye Care Council)

[Rev. 12-97, 12-08, 5-12; 1-14]
New Member Voucher Program

New members will receive a $35 voucher each year for their first four years of membership. New members will receive a voucher only if they are current on their dues. Vouchers will be forwarded to the member upon receipt of the member’s dues payment, preferably in January. Each voucher will be valid for one year and will show what it can be applied to. Vouchers can be applied to conferences, conventions and third party services, and are not redeemable for cash. Reinstated members are not eligible for the voucher program.

Paraoptometric Section Membership

(See provisions in Paraoptometric Financial Administration section.)

Release of Information to Members

- Directories

Each NOA member shall receive electronic access to the online membership directory as a benefit of membership. [Rev. 1-14]

- Mailing Labels

NOA members may purchase mailing labels for $20 per set (or pro-rated cost for less than the full membership roster.)

- Publications

Advertisements may be placed in the monthly NOA Update based on rates established by the Board. [Rev. 12-08]
Release of Information to Non-Members

- **Directories**

  Partners in Professionalism shall receive electronic access to the online membership directory as a Partner benefit.  
  [Rev. 9-12]

- **Mailing Labels**

  Non-members related to the ophthalmic industry (doctors, ophthalmic industry vendors) may purchase mailing labels for $100 each, except that vendors endorsed by AOA or NOA and qualified non-profit organizations wishing labels for non-commercial purposes, are entitled to purchase at half-price ($50 for the full membership roster).

  Non members with no direct relationship to the ophthalmic industry or optometric profession, unless endorsed by AOA or NOA, may not purchase labels unless an exception is made by the NOA Executive Director.  
  [Rev. 2-99]

- **Address Information in Digital Form** (i.e.: disk, email attachment)  
  [Added 3-03]

  Non-members related to the ophthalmic industry (doctors, ophthalmic industry vendors) may purchase mailing address information in digital form for $200 each, except that vendors endorsed by AOA or NOA and qualified non-profit organizations wishing labels for non-commercial purposes, are entitled to purchase at half-price ($100 for the full membership roster).

  Non members with no direct relationship to the ophthalmic industry or optometric profession, unless endorsed by AOA or NOA, may not purchase mailing address information unless an exception is made by the NOA Executive Director.

- **NOA Placement Center**

  The NOA Placement Center is intended to benefit Doctors of Optometry seeking positions in Nebraska; doctors and businesses that have position openings they wish to fill; and practices/equipment for sale. The service is available for listing any forms of practice situations, including full-time positions, part-time positions, temporary or fill-in work.

**Terms and Conditions**

- **User Submissions.** Website users are responsible for their own communications and the consequences of their posting. By submitting to the website, users certify that the information they provide is accurate and belongs to them. Users are responsible for maintaining the confidentiality of the information posted.
NOA is not responsible for screening or monitoring material posted by users. If notified by a user of communications which allegedly do not conform with these policies, the NOA may investigate the allegation and determine in good faith and in its sole discretion whether to remove the communication. The NOA has no liability or responsibility to users for performance or non-performance of such activities. The NOA reserves the right to prevent users from further accessing this website for violations of these policies or the law and the right to remove communications which are abusive, illegal or disruptive. NOA members may place an ad for no charge. The nonmember fee to post an ad is $100. Ads will be run for 60 days, and may be renewed.

- **Privacy of Information.** NOA collects personal information from users of NOAonline/placementcenter.com on a voluntary basis only. NOA does not sell users’ personal information to anyone for any reason. When posting jobs and resumes, user(s) decides for him/herself how much contact information he/she wishes to display.

  NOA will use reasonable precaution to maintain the confidentiality of the information a user has provided in connection with his/her use of this site, but because such information can be accessed through the Internet, users acknowledge that there can be no assurance that the information will remain secure.

- **Use of Information.** Users assume all risks in dealing with other users of NOAonline/placementcenter.com and with information contained on this website. NOA does not warrant that the information on its website will be accurate, complete, continuously available, or free of virus or other harmful mechanisms. NOA does not make any representations, endorsements or warranties of any kind with respect to job candidates, employers or third parties on this website. NOAonline/placementcenter.com is not to be considered an employer with respect to user’s use of the website.

- **Indemnity.** Users agree to defend, indemnify and hold harmless NOA, its officers, directors, employees and agents from and against any claims, actions, damages, or demands (including, without limitation, reasonable attorney’s fees and accounting fees) alleging or resulting from the user’s violation of these legal notices, user’s use of the materials, this website, user’s violation of any rights of another, or the breach of the terms of these conditions. Users acknowledge that they use this website at their own risk.

[Added 12-08]

- **Award Criteria, Presentations**

  The OD of the Year Award shall be based predominantly on contributions to the NOA and/or the AOA. The Distinguished Service Award shall take into
consideration a range of contributions to the association, profession, community, etc. Guidelines for award presentations shall be 5 minutes for Young OD of the Year with recipients given 2 minutes for remarks; 5-7 minutes for OD of the Year with recipients given 2-3 minutes for remarks; and 7-10 minutes for Distinguished Service Award with 5 minutes for remarks. [Added 12-08]

- Facebook Group Policy

This is the official group page of the Nebraska Optometric Association (NOA). This group is intended for members of the NOA and/or AOA, optometry student members of the NOA and associated individuals approved by the NOA Executive Committee. This group was created to allow networking and professional development among the members of the NOA.

The postings on this site are by individuals and don't necessarily represent the NOA’s positions, strategies or opinions. [Added 2-10]

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**PAC CONTRIBUTIONS**

NOA will send 40% of its PAC contributions to AOA PAC on behalf of members making those contributions. [Rev. 12-08]

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**PARAOPTOMETRIC SECTION**

**Education**

- **Paraoptometric Attendance at OD Sessions** (see Registrations Fee Section under Meetings and Convention)

- **Paraoptometric Speakers Budget** (see Registrations Fee Section under Meetings and Convention)
Financial Administration

- Account Management and Reimbursement

Special Projects Funds. The Paraoptometric Section Special Projects Fund shall be created by combining the fund balance in the NOA Paraoptometric Scholarship Fund as of 12/31/00 with the fund balance in the NOA Paraoptometric Section checking account as of 12/31/00 into a single account which shall be re-named ‘NOA Paraoptometric Section Special Projects Fund.

This fund, including subsequent additions to the Special Projects Fund, shall be maintained as a separate, interest-bearing NOA account and shall be carried as a separate entry on the NOA balance sheet. This fund is designated by the Board for the purposes described in this Policy.

Disbursements from the Special Projects Fund shall be at the direction and discretion of the NOA Paraoptometric Section upon written authorization from the President of the Section, if such disbursements do not:

- compensate officers or members of the Paraoptometric Section, or any other individuals, except for scholarships or award recognition;
- jeopardize or adversely affect the legal or tax status of the Nebraska Optometric Association.

It is the intent of the Board of Directors that NOA will make annual contributions to this Fund in an amount equal to $5 per person for each paraoptometric registrant at the NOA Fall Convention. Such contributions may be discontinued at the discretion of the Board if the fund balance in the Paraoptometric Section Special Projects Fund reaches $10,000, or in case of financial hardship by the NOA.

Additional income for this fund can come from: a) donations made specifically to the fund by doctors, paraoptometrics, labs, or others; b) Section fund-raising activities; or c) additional donations from the NOA general fund. All of these additional funds must be approved by the NOA Board of Directors.

- Budget

Each fall, before the NOA Board’s year-end meeting, the Para Section will submit a budget for the Board’s review and approval. Funding for the Para Quarterly newsletter may be solicited from vendors, however if funding is not secured, one-half of the newsletter costs will be covered through the Para’s budget.
Membership

- Paraoptometric

Individual membership in NOA shall not be available to Paraoptometrics, but any Paraoptometric employed by an NOA member shall be considered a member of the Section for purposes of obtaining applicable discounts on registration fees.

- Persons Not Qualifying as a Paraoptometric

Persons who do not qualify for membership in the NOA Paraoptometric Section based on NOA bylaws, may join the Section for an annual membership fee of $30, provided they have an NOA member sponsor their application and provided the application is approved by the NOA Board of Directors. [Rev. 10-97]

Staff Services

NOA will provide staff services to the Section without charge to the Section’s budget, but guidelines to delineate the level of staff services available shall be developed by the NOA Board.

ANTI-TRUST COMPLIANCE POLICY

Anti-Trust Compliance Policy

The Nebraska Optometric Association is committed to observance of federal and state anti-trust laws. The NOA expects employees, volunteers, and others acting on its behalf to comply with these laws, to observe the guidelines set forth in this Statement of Policy, and to ask appropriate officials of the organization, or consult with legal counsel, whenever there is any question about the legality of some practice. It is the responsibility of each individual acting on behalf of the NOA to make sure that his or her actions are consistent with the anti-trust laws and this policy.

The principal anti-trust statutes of the United States are the Sherman Antitrust Act, the Clayton Act, and the Federal Trade Commission Act. Exact language of various federal and state statutes is less important than their general prohibitions. For that reason, this Policy Statement focuses on the business situations that should be avoided rather than the wording of the statutes themselves.

The following examples illustrate the types of prohibited discussions among competitors:

1. **Price discussions.** Employees, volunteers, or other individuals acting on behalf of the NOA are prohibited from discussing pricing with or among competitors. The anti-trust laws prohibit agreements with competitors on prices to be charged to customers. Individuals acting on behalf of the NOA should not discuss with competitors any information involving prices or the
components of prices, costs of services, costs, discounts, fees, reimbursement rates, profits or overhead, without first obtaining advice from legal counsel. Individuals acting on behalf of the NOA may discuss with competitors the scientific and clinical aspects of the practice of optometry.

2. **Discussions of customer or market allocation.** Employees, volunteers, or individuals acting on behalf of NOA must not discuss with competitors allocating customers or geographic territories. The same broad rules that apply to discussion of price information apply here. There must be no agreements or discussions with competitors about who will sell to which customers, about the geographic territory that each competitor will cover, or about a willingness to use less than best efforts with some customers or territories.

3. **Refusals to deal.** Employees, volunteers, or other individuals acting on behalf of the NOA must not agree or discuss with competitors refusals to deal with a customer or group of customers, particular providers, suppliers, or third party payers. Whether an optometrist decides to provide services to a particular customer or receive products or services from a particular supplier or provider must be the unilateral decision of that optometrist and not the result of conversations with or among competitors.

**Additional considerations and cautions:**

There are two additional areas of anti-trust concern that involve trade associations: exchange of information and standardization. Many trade associations exchange information among members about safety, costs, and even sometimes past prices. While this activity may be permissible, persons acting on behalf of the NOA should consult legal counsel before any information is exchanged because this activity is always sensitive.

Trade associations may also work for product standardization, particularly because of safety concerns. This activity may be permissible, but persons acting on behalf of the NOA should consult legal counsel and keep them advised.

There shall be no discussion which is prohibited by anti-trust laws or this policy at any meeting of the NOA, including Board, committee or society meetings; at any meeting or event where an employee of the NOA is involved; or in any publication or electronic communication medium which is owned, operated, or sponsored by NOA, including social media.

In the event of any improper activity with regard to this policy, the person raising the improper subjects is to be told to immediately stop and, in the event such person refuses to stop, the meeting or activity is to be immediately adjourned or the person is to be removed from the opportunity to communicate through NOA communications or communications media. Violations of the anti-trust policy shall be immediately reported to the NOA Executive Director, NOA President, or NOA legal counsel.  [Added 9-13]
CHILDREN’S VISION POLICY

The Nebraska Optometric Association recommends that a child visit an Optometrist between 6-12 months of age, at 3 years, prior to entering kindergarten, and then every year while in school. [Added 8-13]

Policy Manual Revision Dates:

4/24/92
12/23/92
2/10/93
2/10/94
4/1/94
7/29/95
9/22/96
12/17/97
2/99
12/00
3/03
4/03
12/10/08
2/10
12/11
4/12
12/13
2/14
ADDENDUM 1
QUESTIONNAIRE REGARDING
POTENTIAL CONFLICTS OF INTEREST

To all members of the Board of the Nebraska Optometric Association:

This questionnaire is submitted by you in accordance with the *Conflict of Interest Policy* (“Policy”) adopted by the Board of Directors.

A copy of the Policy is enclosed. You are asked at this time to read the Policy, and then to answer this Questionnaire and return it to the undersigned no later than _______________. If you have any questions regarding the meaning of the Policy, please contact the undersigned prior to completing and returning this Questionnaire.

Thank you very much for your assistance.

Are you aware of any conflict or potential conflict which you or any member of your immediate family have or may appear to have at this time or within the next year, as “conflict of interest” is defined in the Conflict of Interest Policy?

YES  NO

If “yes”, please explain here and on the backside:

________________________________________
Date

________________________________________
Signature
ADDENDUM 2
CONTRACTS IN FORCE

McBride & Associates, Inc.
Lincoln Vision Clinic, P.C./Edmund A. Schneider, Jr., O.D.
Walter Radcliffe
Ron Jensen
Younes Conference Center
Grafton & Associates
Vision Web
AOA Condo Site
WebEx
ADDENDUM 3
ANTI-TRUST POLICY COMPLIANCE ACKNOWLEDGEMENT

Federal and state anti-trust laws are designed to encourage competition and benefit consumers by prohibiting certain types of anti-competitive activities. Actions or discussions by professionals who compete against each other may result in an agreement which violates those anti-trust laws. Agreements can occur even if those involved have not specifically said, “I agree” or entered into a written understanding. Conduct alone can evidence an agreement which restrains trade.

Members of the NOA as well as NOA officers and directors will most likely be considered competitors within the same profession and, therefore, they must be particularly careful not to engage in any anti-competitive activities. Violation of anti-trust laws can subject NOA and individual members to severe criminal and civil penalties.

I acknowledge that I have read the NOA Anti-trust Compliance Policy and understand its contents. I have discussed any questions I might have with the NOA staff and agree to comply with the requirements of this policy.

____________________________________________
Printed Name

____________________________________________
Signature

Date