



Arizona
Education
Association

BOARD OF DIRECTORS' POLICIES & PROCEDURES

as of July 15, 2018

AEA Board of Directors' Policies & Procedures

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SECTION A. 1
BOARD OF DIRECTORS
DUTIES AND RESPONSIBILITIES AND ADMINISTRATION
Amended February 2, 2013

I. Policy Statement

- A. Each Board of Director member shall be held accountable to uphold the AEA Constitution and Bylaws as approved by the delegates of the Annual Meeting.
- B. Each Board of Director member shall conduct themselves in accordance with approved AEA policies, procedures, and guidelines.
- C. Each Board of Director member shall adequately perform the duties and responsibilities as listed for their respective constituency group.

II. Duties and Responsibilities

- A. Solicit and represent members' and local associations' interests and opinions
- B. Communicate and meet regularly with local association presidents and/or constituents
- C. Provide organizational leadership at the regional and local level
- D. Communicate emerging situations with AEA regionally and statewide
- E. Shape and monitor the AEA Strategic Plan
- F. Maintain alignment between AEA policy, Strategic Plan, and Budget
- G. Monitor, adjust, and approve the budget to maximize efficient allocation of association's resources
- H. Ensure implementation of Delegate Assembly approved business
- I. Provide direction and guidance to Officers
- J. Hire, manage, and evaluate the Executive Director
- K. Prepare for and attend calendared Board of Director meetings, events, and retreats
- L. Seek information in order to make well-informed decisions
- M. Adhere to meeting and behavior norms
- N. Review and approve the AEA Calendar
- O. Actively encourage ethnic minority leadership and participation
- P. Recommend members for Committees and Task Forces
- Q. Participate in AEA Committees and Task Forces
- R. Participate as an active representative of the AEA Fund Council
- S. Acquire and maintain knowledge of AEA / NEA
- T. Lobby legislators to positively effect Arizona's public education

III. Administration

- A. Robert's rules of order newly revised will govern the conduct of any meeting of the AEA Board of Directors.
- B. A tentative agenda and appropriate materials for the next meeting will be distributed at least one week prior to the meeting.

- C. Access to postage, printing, and/or copying for the purposes of director constituent communications will be given upon request to the AEA Executive Director or designee.
- D. Incidental administrative services, such as meeting notices, labels, and occasional correspondence, will be provided by the Executive Assistant to Governance.
- E. Stationery, envelopes, note cards, vouchers, and other office supplies, as needed, will be made available.
- F. Requests for overnight accommodations, if traveling greater than 50 miles one-way, will be made through the Executive Assistant to Governance.

SECTION A. 2
AEA BOARD OF DIRECTORS REIMBURSEMENT POLICY
Amended February 2, 2013

I. Policy Statement

AEA Board members shall be reimbursed for approved expenses incurred on behalf of the Association. The President shall review vouchers and may approve or disapprove a voucher on the basis of this policy and/or in consideration of the budget and strategic plan.

II. Timeline

In order to obtain reimbursement, Board members must submit a voucher to the President within 30 days of incurring the expense. This timeline may be shortened at the end of the budget year with notice from the President or designee.

III. Reimbursable Expenses

A. Transportation

Each Board member who drives to an Association event will be reimbursed for actual miles driven according to the following schedule: 30 cents per mile for the first 3,000 miles driven in the current budget year and 35 cents per mile thereafter for the remainder of the budget year. Should it become necessary for a Board member to use public conveyance then this expense shall be reimbursed at 100% upon approval of the AEA President. In all situations, Board members are encouraged to car pool.

B. Housing

Each Board member will be provided a room when it is necessary for them to be away from home overnight. Hotel rooms will be paid for by direct bill to the AEA when possible and reimbursed at 100% when not possible. At all times, it is the responsibility of the Board member to contact AEA staff to indicate the need for a hotel room. If this is not done in a timely manner then a room at the host hotel cannot be guaranteed. When a Board member does not attend a function for which a room has been reserved and does not notify the AEA or hotel of the cancellation in a timely manner, the first night's lodging will be billed to the Board member. Board members are encouraged to share rooms whenever possible.

C. Food/Tips

If food is not provided, all food purchased by the Board member when staying overnight during Board events, including tips, will be reimbursed by the AEA. Should a meal cost more than \$25.00, IRS regulations require a receipt be submitted with the voucher.

D. Substitutes

If a substitute is necessary for a Board member to attend a required AEA event, then the substitute will be hired and paid for in the following manner:

1. The District will submit an invoice for reimbursement; or
2. AEA will pay for the substitute directly; or,
3. AEA will reimburse the board member's hourly rate if docked for pay or leave for the day. The director must submit an expense report for reimbursement.

At no time should a Board member be penalized monetarily in order to attend required AEA event.

E. Operating Expenses

Expenses which become necessary as part of the job of being a Board member shall be reimbursed at 100%. Such items are to include telephone calls, tips, postage, etc.

F. Miscellaneous Expenses

Expenses not covered in Section III. shall be pre-approved by the President.

IV. Appeals Process

Should an expense incurred by a Board member be denied reimbursement by the President, then the Board member may appeal this decision to the Board of Directors at one of the next two (2) Board meetings. This shall be placed as a regular action agenda item, and after discussion a vote of the Board shall be taken. The Board's decision will be considered final resolution.

SECTION A. 3
AEA PRESIDENT SALARY AND BENEFITS
Amended March 8, 2014

I. Salary and Retirement

- A. The annual salary of the AEA full-time release president will be a factor of 3.55 of the Arizona Average Beginning Teacher's Salary.

This policy will be reviewed in every even-numbered calendar year.

The President shall receive a salary calculated on the above formula or the equivalent of that individual's salary for a 12-month period whichever is greater. The base salary amount is not to include any extra duty pay or addenda's.

- B. The AEA will pay retirement contributions at the same rate as school districts pay to the Arizona Retirement System. At the discretion of the president, the contributions will be paid to either the school district or the president.

II. Benefits

- A. The president shall have his/her choice of the AEA benefit package or the benefit package of his/her district.

- B. The AEA will provide a housing allowance for the rental expenses, excluding utilities, for a president whose primary residence is outside the Phoenix, Arizona area. FICA, Federal and Arizona state income taxes will be reimbursed to the president for the housing allocation that is subject to these taxes up to a maximum of \$5,000.00 per calendar year.

- C. All Association expenses related to the position of president will be paid by the AEA. The president will be provided an automobile for his/her use during the term(s) of their office.

- D. Upon leaving office, the outgoing president will continue to receive fringe benefits for three (3) months or until the coverage goes into effect with the new employer, whichever is sooner.

- E. The Association will pay up to \$1,000.00 per budget year, for the expenses of the president's spouse/companion to accompany the president on out-of-state travel.

- F. The Association will pay the expenses of the president's spouse/companion when he/she travels within the State of Arizona for in-state Association meetings.

III. Exceptions

- A. Exceptions to this policy maybe granted by a majority vote of the AEA Board of Directors.

SECTION A. 4
VICE PRESIDENT SALARY AND BENEFITS
Amended March 8, 2014

I. Salary and Retirement

- A.** The annual salary of the AEA full-time release vice president shall be a factor of 3.20 of the Arizona Average Beginning Teacher's Salary (AABTS).

This policy will be reviewed in every even-numbered calendar year.

The Vice President shall receive a salary calculated on the above formula or the equivalent of that individual's salary for a 12-month period whichever is greater. The base salary amount is not to include any extra duty pay or addenda's.

If the Vice President position is not full-time release, the AEA Board of Directors may approve a pro-rated salary for any full-time work performed.

The AEA Board of Directors may approve an annual stipend in addition to any pro-rated salary paid.

- B.** The AEA will pay retirement contributions at the same rate as school districts pay to the Arizona Retirement System. At the discretion of the vice president, the contributions will be paid to either the school district or the Vice President.

II. Benefits

- A.** The vice-president shall have his/her choice of the AEA benefit package or the benefit package of his/her district.
- B.** The AEA will provide a housing allowance for the rental expenses, excluding utilities, for a Vice President whose primary residence is outside the Phoenix, Arizona area. FICA, Federal and Arizona State income taxes will be reimbursed to the vice-president for the housing allocation that is subject to these taxes up to a maximum of \$5,000 per calendar year.
- C.** All Association expenses related to the position of Vice President will be paid by the AEA. The Vice President will be reimbursed for mileage driven on behalf of the AEA at the staff rate.
- D.** Upon leaving office, the outgoing vice-president will continue to receive fringe benefits for three (3) months or until the coverage goes into effect with the new employer, whichever is sooner.
- E.** The Association will pay the expenses of the vice-president's spouse/companion when he/she travels within the state of Arizona for in-state Association meetings.

III. Exceptions

- A.** Exceptions to this policy maybe granted by a majority vote of the AEA Board of Directors.

SECTION A. 5
TREASURER STIPEND AND BENEFITS
Amended March 8, 2014

I. Stipend

- A. The stipend for the AEA Treasurer shall be a factor of 0.285 of the Arizona Average Beginning Teacher Salary (AABTS) and shall be paid in quarterly installments.

This policy will be reviewed in every even-numbered calendar year.

- B. The AEA Treasurer shall have the option of receiving full stipend payments and assuming responsibility for payment of all applicable taxes or receiving payroll payments with applicable taxes deducted.

II. Benefits

- A. Except as otherwise stated, the AEA Treasurer shall be reimbursed for expenses incurred on behalf of the Association according to the AEA Board of Directors Reimbursement Policy.

- B. The Association will pay the expenses of the AEA Treasurer's spouse/companion for in-state travel to Association events.

III. Exceptions

- A. Exceptions to this policy may be granted by a majority vote of the AEA Board of Directors.

SECTION A. 6
CODE OF CONDUCT FOR ASSOCIATION OFFICIALS
MEMBER BENEFITS PROGRAMS
Amended February 2, 2013

I. Policy Statement

- A. Every member of the Arizona Education Association is entitled to have complete confidence in the integrity of the Association.
- B. Every Association official¹ must help to earn and honor that trust by avoiding any action which might result in a conflict relevant to the full performance of his or her official duties and responsibilities.
- C. This code has been developed to guide AEA officials in pursuing their responsibilities as “trustees” for sponsored Member Benefits programs. Because Association officials have the mission of properly representing the Association as a corporate entity and protecting the rights of individual members the following has been agreed upon and approved by the AEA Board of Directors.
- D. Officials or employees who represent the interest of AEA in sponsored special services programs may not participate in the governance of firms supplying special service programs to the association but may receive reimbursement for necessary and actual expenses incurred in fulfilling responsibilities involved in sponsorship work.

II. Duties of Association Officials

Association Officers will:

- A. fully support formal procedures for selecting, monitoring and evaluating suppliers of sponsored programs.
- B. apprise each supplier of required channels of communications through selected spokespersons.
- C. receive and review performance reports of each program supplier and enter appropriate commentary about such performance on the association record at least annually through Association governance.
- D. not receive on an informal basis information from suppliers about revisions in products or services, adjustments to marketing and sales objectives, consumer problems or problems regarding competitors.
- E. direct supplies to appropriate Association officials authorized to receive, decipher and report regarding product or service adjustments, marketing and sales objectives, consumer problems or problems regarding competitors.
- F. report information to officials authorized to act upon receipt of such information upon evidence of less than quality products and/or services.
- G. adequately present rationale for existing sponsorships and/or withdrawal from sponsorship to those members who seek such information.
- H. direct inquiries from competitive suppliers, the general public or the media to officials authorized to provide information.
- I. not solicit or accept any compensation, gift, loan or other thing of value from any person, group, business institution or organization which has, or is seeking to enter a business relationship with AEA.²

¹ The term official is defined as any elected state officer, regional director, Member Benefits committee member or AEA employee.

² It is appropriate to accept de minimus gifts such as calendars, appointment books, food, lodging, etc., in the ordinary course of a meeting or other business transaction. Local associations on customary terms with banks or other financial institutions which deal with the Association may accept de minimus gifts.

SECTION A. 7
ELECTION GUIDELINES
Amended January 30, 2009

I. Policy Statement

- A.** It is the policy of the Arizona Education Association that all governance elections adhere to the following principles:
1. Open nominations for all AEA and NEA elected positions
 2. Secret ballot
 3. One-person-one-vote
 4. Allowance for write-in candidate(s) during voting
- B.** Authorization to oversee the policies and procedures for AEA Elections
1. The AEA Board of Directors shall approve an Elections Committee in compliance with the AEA Constitution and Bylaws.
 2. The AEA Board of Directors vests in the AEA Elections Committee (EC) the authority to oversee the implementation of the AEA Elections Guidelines and Procedures as set forth in this section (Section 5). It shall be the responsibility of the EC to encourage all AEA members to participate in AEA and NEA elections.

II. AEA election guidelines for AEA Officers, AEA Regional Directors, AEA Alternate Directors, AEA At-Large Board of Directors, NEA State Directors, and NEA Alternate State Directors.

- A.** Open Nominations
1. The AEA will conduct open nominations for all AEA and NEA elected positions. The Election Committee will set the timelines to publish the nomination form for AEA and NEA elective positions according to AEA publication deadlines (e.g. ADVOCATE) and nomination submission dates as required by the AEA Constitution, AEA Bylaws, and Election Policy. The designated publication shall be mailed to all AEA and NEA members and contain the deadline(s) for nomination submission.
 - i. The deadline for receiving nominations shall be no less than 30 days after the publication of the nomination forms except as noted in this section.
 2. Candidates seeking election to a position as an AEA Officer, State Director of the National Education Association, or Alternate State Director of the National Education Association, and any individual who may wish to seek an AEA Officer position that could become available (vacant) through the election of a current AEA Officer to a different AEA Officer position, shall file in writing a statement of candidacy with the AEA Executive Director.
 - i. The filing shall include the office the candidate is seeking and shall be filed no later than March 1 of the year in which the election is to take place. In the event that March 1 falls on a weekend or holiday, the next business day shall apply.
 - ii. Individuals failing to file a statement of candidacy by the March 1 deadline shall not be eligible to seek the positions listed above in the elections to be held in the year following the March 1 deadline.
 - iii. In the event that no candidate files for one or more of the positions listed above by the March 1 deadline, the Delegate Assembly may accept nominations for that position(s) during a regular meeting of the Delegate Assembly.
 - iv. Candidates for these offices shall have their names placed before the delegates on the first day of the annual meeting.
 - v. This deadline shall not apply to elections conducted to fill midterm vacancies.

3. If the number of candidates nominated equals the number of positions to be filled, the chair shall declare such candidates elected except for at-large positions. (Article IV, Section 2, AEA Constitution)
4. Write-in candidates for Regional Director, Alternate Director, or At-Large positions must announce their candidacy (inform the President or Chair of the Elections Committee and complete the nomination form) before the close of the 1st day of business at the AEA Delegate Assembly. Only votes for declared candidates who are eligible will be tabulated.

B. Nominee Eligibility

1. Nominees for the Officers of AEA must meet the requirements as listed in Article II, Section 2, of the AEA Constitution, which reads, "All candidates for the office of Association President, Vice President, and Treasurer shall have been active members of the Association for at least the membership year in which the election is held, and, if elected, shall maintain active membership in the association during their term of office."
2. Nominees for the AEA Board of Directors must meet the requirements as listed in Article III, Section 2, of the AEA Constitution, which reads, "Each member of the Board of Directors shall be an active or retired member of the Arizona Education Association."
3. Nominees for the AEA Board of Directors and Alternate Directors shall be a member from the region of the Association which he/she represents and shall be elected by the delegates of his/her region.
4. AEA Regional Director and AEA Alternate Director candidates may also be candidates for AEA Member At-Large director positions.
5. AEA/NEA active members are eligible to be candidates for NEA Director or NEA Alternate Director if they meet all NEA eligibility in Article V, Section 2 of the Constitution of the National Education Association of the United States of America and Section 5-1 of the Bylaws of the National Education Association of the United States of America.

C. Term of Office

1. Officers of the AEA shall serve the term of office as prescribed in Article II, Section 3, of the AEA Constitution.
2. AEA Regional and Alternate Director Members shall serve the term of office as prescribed in Article III, Section 5, of the AEA Constitution.
3. Ethnic Minority Representatives to the AEA Board of Directors shall serve the term of office as prescribed in Article III, Section 7, of the AEA Constitution.
4. Educational Support Representatives to the AEA Board of Directors shall serve the term of office as prescribed in Article III, Section 8, of the AEA Constitution.
5. Supervisor/Administrator Representatives to the AEA Board of Directors shall serve the term of office as prescribed in Article III, Section 9, of the AEA Constitution.
6. NEA Directors and Alternate Directors shall serve the term of office as prescribed in Article V, Section 2 of the Constitution of the National Education Association of the United States of America and Section 5-1 of the Bylaws of the National Education Association of the United States of America.

D. Certification and Positioning on the Ballot of Candidates

1. Candidates for AEA and NEA office will be certified in accordance with procedures adopted by the AEA Board of Directors.
2. Candidates for AEA and NEA offices will be positioned on the ballot in accordance with procedures adopted by the AEA Board of Directors.
3. Implementation of the certification and ballot placement procedures shall be the responsibility of the AEA Elections Committee.

E. Nomination Form

1. All nomination forms for AEA and NEA elected offices shall contain the following required information for the office being sought:
 - i. nominee's name
 - ii. nominee's address
 - iii. nominee's telephone number(s)
 - iv. name of local affiliate
 - v. the title of the office sought
 - vi. the nominee's signature signifying his/her willingness to serve. An electronic signature may be accepted if the source of that signature can be associated with the nominee.

F. Campaign Statements/Pictures

1. Nominees for AEA Officer positions, AEA Regional Director positions, AEA Alternate Director positions, AEA At-Large Board of Director positions, NEA Directors, and NEA Alternate Directors may submit a campaign statement of 250 words or less for publication.
2. The articles "a", "an", "the", "to", "AEA", "NEA", and the local association name or acronym shall be counted as a single word.
3. Campaign statements that exceed the word limitations stated above will be cut by striking complete sentences from the end of the statement until the statement meets the word limit. The AEA Elections Committee or its sub-committee shall have this responsibility.
4. AEA will publish pictures of candidates, if provided with the nomination form. Candidates are urged to submit pictures electronically. AEA will not maintain a photo file from year to year.
5. Candidate statements and photographs must be submitted in accordance with the guidelines adopted by the AEA Board of Directors. Implementation of these guidelines shall be the responsibility of the AEA Elections Committee.

G. Campaign Rules and Services

1. Nominees for the offices shall be provided a copy of the AEA "Election" and "Campaign" rules from the AEA-Delegate Assembly (DA) Standing Rules. Each nominee shall also receive a copy of the policies and guidelines contained in this document.
2. AEA will make available to each candidate, at the expense of the candidate's campaign, member rosters, mailing labels, and the opportunity to place campaign materials in the AEA DA first mailing packet. AEA will not provide computer disk lists of members to candidates. Candidates may only receive information for the voting "members" that are the electorate for the position to which they are seeking election. AEA policy forbids the use of any information regarding AEA members for any other purpose than campaigning for an AEA/NEA elected position.

H. Election Results

1. Election results will be communicated to affected candidates within 10 business days of the certification of the election or posted at the site where the election occurred.

III. AEA Election Guidelines For Delegates to the NEA Representative Assembly

A. Nominations for NEA Elections for State Delegates to the NEA Representative Assembly

1. AEA's State Delegates to the NEA-RA will be divided into two types: Regional Delegates and At-Large Delegates. Election to the NEA Board of Directors by the Active NEA members at the AEA Delegate Assembly shall constitute election to the NEA Representative Assembly as ex-officio delegates.
2. Each AEA Election District established by the AEA Compliance Review Committee and approved by the AEA Board of Directors will be entitled to elect an AEA NEA-RA-Regional Delegate(s) to the NEA-RA and any number of NEA-RA-Successor Delegates.

AEA NEA-RA-Regional and Successor Delegates must be members within the region they propose to represent. The balance of NEA-RA allocated state delegates to AEA by NEA will be AEA NEA-RA At-Large Delegates and will be elected in a statewide election.

3. The AEA will conduct open nominations for all at-large and regional delegate elected positions to the NEA representative assembly. The election committee will set the timelines to publish the nomination form according to AEA publication deadlines (e.g. *Advocate*) and nomination submission dates as required by election policy. The designated publication shall be mailed to all AEA and NEA members and contain the deadline(s) for nomination submission.
 - i. The deadline for receiving nominations shall be no less than 30 days after the publication of the nomination forms except as noted in this section.
4. AEA-NEA members may be candidates for both an NEA-RA Regional Delegate and a NEA-RA At-Large Delegate. If elected to both positions, the delegate shall declare within 10 days of official notification of his/her election which position he/she will accept. If a delegate does not respond within 10 days, he/she shall be assigned to the AEA NEA-RA Regional Delegate position.
5. AEA NEA-RA-At-Large Delegates and AEA NEA-RA-Successor Delegates will be elected in a statewide election conducted in conjunction with the election of AEA-NEA-RA Regional positions.
6. NEA will provide local affiliates with the guidelines regarding NEA's election procedures regarding local nominations and election of local delegates to the NEA-RA.
7. AEA will assure that all ethnic-minority members are informed and encouraged to participate as candidates for NEA-RA positions.
8. AEA's goal is to complete all NEA elections to the NEA-RA and report all state and local election results to the NEA before May 10.

B. Nomination Form

1. All nomination forms for NEA-RA State Delegate positions shall contain the following required information:
 - i. nominee's name
 - ii. nominee's address
 - iii. nominee's telephone number(s)
 - iv. name of local affiliate
 - v. the delegate position sought
 - vi. the nominee's signature signifying his/her willingness to serve. An electronic signature may be accepted if the source of that signature can be associated with the nominee.

c. Campaign Statements/Pictures

1. Nominees for NEA State Delegate positions and Special NEA State Delegate positions may submit a campaign statement of 50 words or less for publication.
2. The articles "a", "an", "the", "to", "AEA", "NEA", and the local association name or acronym shall be counted as a single word.
3. Campaign statements that exceed the word limitations stated above will be cut by striking complete sentences from the end of the statement until the statement meets the word limit. The AEA Elections Committee or its sub-committee shall have this responsibility.
4. AEA will publish pictures of candidates, if provided with the nomination form. Candidates are urged to submit pictures electronically. AEA will not maintain a photo file from year to year.

5. Candidate statements and photographs must be submitted in accordance with the guidelines adopted by the AEA Board of Directors. Implementation of these guidelines shall be the responsibility of the AEA Elections Committee.

D. Certification and Positioning on the Ballot Of Candidates

1. Candidates for state delegates to the NEA representative assembly will be certified in accordance with procedures adopted by the AEA Board of Directors.
2. Candidates for state delegates to the NEA representative assembly will be positioned on the ballot in accordance with procedures adopted by the AEA Board of Directors.
3. Implementation of the certification and ballot placement procedures shall be the responsibility of the AEA Elections Committee.

E. Candidate election to the position of State Delegate to the NEA Representative Assembly

1. The AEA Elections Committee (EC) shall be responsible for the conduct of the AEA At-Large Delegate and AEA Regional Delegate elections to the NEA Representative Assembly.
2. The ballot shall include:
 - i. NEA Representative Assembly At-Large Delegate candidates in the appropriate ballot order
 - ii. NEA Representative Assembly Regional Delegate candidates for which the member is eligible to vote
 - iii. Area for write-in candidates
 - iv. Candidate photograph and statement, if one was supplied
3. The instructions shall include information on how to vote for write-in candidates.
4. EC shall determine the voting window and election deadlines and notify all members of such.
5. Members may choose to vote using paper ballot in lieu of using an electronic ballot. Upon receipt of the request, the elections committee or designee will:
 - i. Terminate their access to an electronic ballot;
 - ii. Mail to the member the following package:
 - a. A paper ballot listing all candidates, in the prescribed order, for which the member is eligible to vote;
 - b. Instructions for marking the ballot and casting a write-in vote;
 - c. An unmarked white envelope to seal their cast ballot;
 - d. A larger return envelope addressed to the elections committee at the AEA Headquarters clearly marked "ballot" for mailing the unmarked envelope
 - e. A clearly marked space on the larger return envelope for the member's name, address, and type of ballot.
6. Members casting paper ballots must postmark or hand deliver their cast ballot by the close of business, 5:00pm Arizona time, to the AEA Headquarters on or before the election deadline. Ballots returned after the deadline will not be counted.
7. In the event that a member casts both a paper ballot and an electronic ballot, the electronic ballot will be ruled as the official ballot.
8. The AEA Elections Committee shall retain and keep safe and secure all ballots, both voted and not voted, for a period of 1 year following the election deadline date.
9. Within 10 calendar days after the voting deadline, the EC (or subcommittee) will meet to tally the ballots, certify the election results and prepare the final report:

- i. All individual member returned ballots returned using the procedures outlined in Sections e and f above shall be counted
 - ii. The EC shall make the final decision on the acceptability of individual member returned ballots
 - iii. Ballots may be counted by computer or manually tallied. The EC shall establish procedures to ensure the accuracy of the tallying process.
 - iv. If the results show a 1% or less difference between the top two candidates the ballots will be recounted using the method that determined the original result. This standard shall apply only when the candidates involved will determine a winning candidate and a losing candidate
10. The EC shall certify the results of the election and report to the AEA President. The AEA President or designee shall inform all candidates and local affiliates of the election results within 10 calendar days of receiving the certified election results from the EC.

F. Clustering Local Associations for Election of Delegates to the National Education Association Representative Assembly

- 1. Local associations with seventy-five (75) or less NEA members (active and education support) may join together to elect a delegate to the NEA Representative Assembly. The clustering election unit of two or more associations must number 76 or more members. Clusters of several local associations may elect one delegate for every 150 members or major fraction thereof.
- 2. An elected delegate must be a member of one of the clustered locals.
- 3. All requirements regarding election processes, including ethnic-minority participation, are applicable to cluster election procedures: e.g., open nominations, one-person-one-vote, secret ballot, etc.
- 4. If all active members in the Cluster received a nomination form, and the resulting number of nominees does not exceed the number of elective positions to be elected, the nominee(s) shall be declared elected by the AEA President.
- 5. The AEA Board of Directors shall adopt procedures for the implementation of the AEA election procedures for the NEA-RA Cluster Delegates. The AEA Elections Committee shall be charged with implementing the NEA-RA Cluster Delegates election procedures.
- 6. The EC will inform all local associations of 75 members or less of the clustering opportunity and procedures. The EC will encourage the local's participation in seeking nominees; conducting cluster elections; and, securing contributions to provide financial assistance.
- 7. The EC will develop cluster groups and appoint an election committee(s) to coordinate the election process, including:
 - i. Develop nomination form(s)
 - ii. Implement an effective notification of voting timelines or distribution of ballots
 - iii. Implement a collection procedure with adequate timelines when paper ballots are used.
 - iv. Conduct the election in accordance with AEA Elections Guidelines notifying all eligible voters.

G. Special NEA Delegate Elections (Student, Retired, and ESP)

- 1. The NEA provides for special delegate representation for the following groups of NEA members: NEA Student, NEA Retired, and Education Support members denied membership in local affiliates.

2. The AEA shall conduct nominations and elections in each of these special categories according to the entitlement for delegates as determined by the NEA. All election processes observed in regular elections will be observed in these special elections.

H. Local Association Delegates to the NEA-RA

1. The NEA will provide instructions, timelines, and procedures for conducting elections of local association delegates to the NEA-RA.

IV. Election Of Delegates To The AEA Delegate Assembly

- A. The AEA Elections Committee shall be responsible for overseeing the election process for AEA Delegate Assembly delegates.
- B. Local Association Election Reports for the AEA Delegate Assembly Delegate Elections
 1. The EC shall require that the election results for all delegates elected to the AEA Delegate Assembly be reported to AEA 45 days prior to the opening of the annual AEA Delegate Assembly.
 2. The report must include a statement regarding ethnic-minority proportionate representation and Education Support Professional Proportionate Representation as required in Article VII, Section 4 b. of the AEA Constitution.
- C. Guidelines for Local Association Elections for AEA Delegate Assembly Representatives
 1. Elections may be at-large within the affiliate or each building may elect its share of delegates and alternate provided that representation is equitable among the building and the total delegates elected does not exceed the total allocated to the affiliate. (Article VII, Section 4a-b, AEA Constitution)
 2. All-inclusive membership affiliates shall assure all members the right to vote and, if supervisory member numbers warrant (25 members, or a major fraction thereof), a separate election may be held for supervisors only. (Article VII, Section 4b, AEA Constitution)
 3. Affiliate delegations shall include at least proportionate representation of its ethnic-minority membership and Education Support Professionals, whenever possible. The EC shall contact all election units failing to elect sufficient ethnic-minorities and/or Education Support Professionals to determine the reasons for such failure.

V. Certification Of Delegates To The AEA Delegate Assembly

- A. The AEA Board shall approve a policy for certifying delegates. The AEA Election Committee shall be charged with implementation of the policy on certifying delegates.
- B. Delegates shall be certified as soon as possible after the deadline for electing delegates.
- C. Certification shall include a determination or explanation of the following:
 1. Each delegate and alternate is an active member of the reporting affiliate and AEA.
 2. The reporting affiliate has not elected more delegates than their entitlement.
 3. That ethnic minorities and/or Education Support Professionals are proportionately represented as stated in Article VII, Section 4b of the Constitution. A statement of Compliance (Article VII, Section 4c) accompanies the certification of the election if the compliance is not met.
 4. Administrator delegates do not exceed the proportionate number of administrative memberships in the election unit.
- D. Certified delegates shall receive their temporary credentials with their Delegate Assembly materials. These materials may be mailed or delivered through their AEA Local Association.
- E. Delegates reported after the 45-day deadline may be certified if all other requirements are properly met.
- F. Procedures will be put in place to deal with late delegate registration and problems relating to alternate delegates during the Delegate Assembly.

- G. Delegate and alternate delegate problems, which cannot be resolved by existing governance documents, shall be submitted to the AEA-DA for resolution (see Credentials Procedures).
- H. The Delegate Assembly will receive a report on the initial number of delegates certified and in attendance (Friday morning), such other reports as are necessary during the DA, and a report of total certified delegates prior to adjournment.
- I. The following Credentials Procedure shall be followed for providing credentials during Delegate Assembly:
 - 1. Delegates without a temporary card shall be verified as a delegate from a master list after proper personal identification has been shown.
 - 2. For an Alternate with a temporary card of the delegate he/she is replacing the following procedure will occur: verify the alternate from original election report form, substitute delegate's name on master list with alternate's name, issue a delegate credential, and revise the voter roster.
 - 3. For an Alternate without a temporary card of the delegate he/she is replacing, the following procedure will occur: ascertain which delegate is being replaced, and follow the same procedure as paragraph b. above.
 - 4. For an Alternate whose name does not appear on the alternate list, the following procedure will occur: verify the necessary delegate status (e.g. letter from local president), verify membership, and follow same procedure as paragraph ii. above.
- J. For an Alternate who states his/her district is entitled to additional delegates and he/she has been selected, the following procedure will occur: verify number of delegates the affiliate is entitled to have, if he/she is on the alternate list, enter his/her name to the master list as a delegate, if he/she is not on the alternate list, verify membership and delegate status, follow same procedure as paragraph 9b above.
- K. For Delegates not previously reported, the following procedure will be followed: the potential delegate must have letter of authorization from local president, verify eligibility of district for number of delegates elected, and verify membership of delegate.
 - 1. In the event there is not sufficient evidence to warrant the issuance of credentials to the potential delegate, that member may appeal to the delegates requesting delegate status.
- L. The Elections Committee may or may not accompany the request with their own recommendation. The member may be given delegate status by action of the Delegate Assembly.
- M. A certified delegate who has been replaced by an alternate shall be moved to alternate status.

VI. Elections Conducted at AEA Delegate Assembly

- A. Elections at the AEA Delegate Assembly shall be conducted by the rules set forth in the AEA Constitution, AEA Delegate Assembly Standing Rules, and this policy document (Section 5).
- B. The Elections Committee will recommend the type of voting methods to be utilized for an election conducted at the delegate assembly to the AEA president, who will have the final determination of the voting method(s). The Elections Committee Chair will then inform the delegates as to the voting method to be used for each election. The EC shall establish back-up procedures in the event that the determined method fails or is unavailable.
- C. Online Election Procedures for the AEA Delegate Assembly
 - 1. EC shall establish a voting area and all necessary materials and equipment will be set up in a timely manner
 - 2. The Elections Committee Chair shall communicate to the delegates the established voting method, procedures, guidelines, and timelines for an online election.
 - 3. The EC shall provide election monitors during all elections.
 - 4. The EC shall appoint one EC member to verify that only credentialed delegates will be voting.

5. The EC shall appoint one EC member to secure the voting area to insure the casting of secret ballots prior to balloting. This environment will be maintained throughout the election.
6. The EC shall verify that the number of ballots cast matched the number of voters.
7. Each delegate voting in the established voting area shall use his/her credential badge for identification. He/she must show the election monitor his/her badge before signing the voter roster.
8. Each credentialed delegate shall use his/her secret and secure username and password to enter the online voting system and sign the voter roster.
9. The EC will establish procedures to verify the eligibility of any delegate whose name does not appear on the roster. If a potential voter's name does not appear on the voting roster, do not allow the voter to vote. The person cannot vote until all errors are corrected. Once the errors are corrected, the delegate may be issued a paper ballot.
10. The EC shall have a procedure that allows voters to alert the election monitor in the event that they need help while voting.
11. If the voter makes a mistake, the election monitor will direct the voter to follow the instructions for editing their ballot before casting their vote.
12. The EC shall close the voting area at the announced end of the voting period to insure that no more ballots can be cast. The voting area may be closed when all voters have voted as shown by the register, or at the announced end of the election period. When the end of the election period is announced, all voters waiting in the line shall be allowed to vote. Persons arriving after the announced end of the election period will not be allowed to vote.
13. After the polls are closed:
 - i. Record the number of official and the number of spoiled ballots
 - ii. Certify the number of ballots cast equals the number of voters on the voting roster.
 - iii. Verify that all write-ins are for eligible candidates
 - iv. Create a final report including not only the election results, but also any equipment malfunctions or any other irregularities occurring during the election.
 - v. Certify the results and deliver the election results report to the AEA president.

D. Paper Ballot Election Procedures for the AEA Delegate Assembly

1. EC shall have in place the ballot box(es) and all necessary materials.
2. Empty the ballot box and count ballots issued. The total should equal the number written on the form. There should be a needle and string, several pencils and a voting roster. If all counts check, sign the receipt of materials near the top of the form.
3. One EC member shall secure a ballot box(s) prior to balloting.
4. Number the names of the registered votes in sequence (e.g. 1-70) for however many names are listed. This number is the registry number and will be written on the ballot stub (or cover) as each ballot is issued.
5. A ballot stub number may be pre-printed on the ballot. If no number is printed on the stub area of the ballot, the committee should number the ballots. When each ballot is issued, the stub number is written by the voter's name on the voting roster.
6. Each delegate shall use his/her credential badge for identification. He/she must show the election monitor his/her badge before signing the voting roster.
7. The delegate must sign on the line provided, beside his/her name on the voting roster.
8. An election monitor will write the registry number on the ballot stub and read the stub number to the person handling the voting roster for recording. The voter is given the ballot after the two numbers are recorded.

9. Election monitors may help the voter in the booth if help is requested. If the voter makes a mistake, he/she may ask for a second ballot. In this event, the election monitor issues a new ballot, records the same registry number and records the new stub number by the previous stub number on the voting roster. The voter gives the monitor the bad ballot. This ballot is marked void and placed on the needle and string along with the ballot stubs.
10. A voter may make two such mistakes but his third ballot issued is the last that can be used. Stubs should not be detached from the ballot in these cases.
11. After the voter votes, the voter hands an election monitor the ballot, the stub or cover is removed from the ballot, the ballot is placed in the box and the stub or cover is strung on the needle and string.
12. If a potential voter's name does not appear on the voting roster, do not allow the voter to vote. The person cannot vote until all errors are corrected.
13. The polls may be closed when all voters have voted as shown by the register, or at the announced end of the election period. When the end of the election period is announced, all voters waiting in the line shall be allowed to vote. Persons arriving after the announced end of the election period will not be allowed to vote.
14. After the polls are closed all election monitors shall count the number of signatures on the voting roster, count the stubs (or covers) on the string (but not voided ballots), if the two counts agree, unlock the ballot box and remove the ballots, count all ballots removed from the ballot box (good or questionable). This total must equal the number of signatures on the voting roster and the number of stubs on the string. Record on the receipt form the number of ballots considered good or voided, and the remaining unused ballots. The total must equal the number of ballots initially issued. Inspect the ballots for write-ins, written material distinguishing marks, etc. and keep the questionable ballots separated from the unquestioned ballots. Damaged ballots, ballots with writings or an otherwise questionable appearance should be called to the attention of an EC member. If everything totals correctly, inform an EC member and sign the receipt.
15. Create a final report including not only the election results, but also any equipment malfunctions or any other irregularities occurring during the election.
16. Certify the results and deliver the election results report to the AEA President.

VII. Run-off Elections

- A. Run-off elections for AEA Officers, AEA Regional Directors, AEA Alternate Directors, AEA Board of Directors At-Large, NEA State Director, NEA Alternate State Director, NEA-RA At-Large Delegates, NEA-RA Regional Delegates, and NEA Special Delegate Elections shall be conducted in accordance with the procedures outlined in Article IV, Section 5, AEA Constitution.
- B. All AEA Election Guidelines shall apply.
- C. All winners in the AEA elections referred to in this section are to be decided by one candidate receiving a majority of votes cast for that office.
- D. In the event that no candidate receives a majority in the initial balloting, a run-off election will be held immediately or as directed by the Delegate Assembly, if in session.
- E. The eligible voter will be provided a ballot listing the two (2) candidates receiving the most votes in the initial election. If a tie vote exists in the first or second position, those names will be placed on the ballot.
- F. All voters eligible to vote in the first round of balloting will be eligible during subsequent rounds of balloting. For example, eligible voters not voting in the initial election will be permitted to vote in the run-off election.

VIII. Challenges

- A. The AEA Board shall approve procedures for challenging an AEA election. The AEA Election Committee shall be charged with implementation of the procedures on election challenges.
- B. Procedures to challenge AEA Nominations and Elections

1. All challenges must be made by AEA members eligible to vote in the questioned election and/or by recognized AEA affiliates.
 2. All challenges will be made to the AEA Elections Committee.
 3. Challenges to nominations for AEA Officer, State Director of the National Education Association, or Alternate State Director of the National Education Association and for any AEA Officer position that may become available (vacant) through the election of a current AEA Officer to a different AEA Officer position, may be made during the Delegate Assembly where the election is to occur and must be presented in writing to the Chair of the AEA Elections Committee prior to consideration of the Delegate Assembly agenda item "Nominations and Candidate Speeches."
 - a. Challenges to the elections of NEA State and Alternate Directors elections conducted by the AEA shall adhere to NEA procedures and rules for such challenges.
 4. Challenges to elections shall be made in writing within 11 calendar days after the election results are certified and are accompanied with a brief statement of the alleged supportive facts. The challenge is filed with the AEA President.
 5. If the challenge is for a delegate position at the AEA Delegate Assembly, and the Assembly is in session, the Chairperson of the Election Committee will give the involved parties one-hour notice before the hearing commences.
 6. Except in the case of a challenge to a position at the AEA Delegate Assembly the Election Committee shall be convened within ten (10) calendar days after the challenge is received by the AEA President.
 7. The hearing shall be informal and the normal rules of evidence need not be followed.
 8. A copy of the challenge and alleged supporting facts must be delivered to the parties involved, the AEA President and/or the local president (if the challenge involves the procedures of the local association) of the challenged association.
 9. The Elections Committee Chairperson will set a time and place for the hearing. If at all possible at least 10 days prior notice shall be given of the hearing to the parties involved. In the case of challenges to NEA Delegate Election if the challenge is received after May 1, the NEA Election Committee at the RA shall handle it.
 10. In the event either party(s) state they wish to be represented by counsel (at their own expense), they will be permitted to have counsel. The other party shall be informed immediately of such action. The Elections Committee may arrange for an AEA attorney to be present and guide the Committee.
- C.** The agenda for hearings held by the Elections Committee is as follows:
1. Opening Statements for each party, starting with the challenging party (15 minutes each)
 2. Statements by challenging party's witnesses
 3. Statements by respondent's witnesses
 4. Questions from the Elections Committee
 5. Closing Statement by challenging party (5 minutes)
 6. Closing Statement by respondent party (5 minutes)
 7. Hearing summary and timeline for decision
- D.** It shall take a majority vote of the Elections Committee (those present and voting) to uphold a challenge to an election.
- E.** The Elections Committee shall issue a written report of its findings and recommendations within 5 working days to the AEA President. The AEA President shall in writing inform the parties involved in the challenge of the outcomes and recommendations of the Elections Committee.
- F.** Parties involved in a challenge to an election involving a NEA position may appeal the Elections Committee decision to the NEA.

- G. Parties involved in a challenge to an election involving a Delegate seat to the AEA Delegate Assembly may appeal the Elections Committee decision to the Delegates of the AEA Delegate Assembly. The Elections Committee Chair shall report to the Assembly the Committee's findings and recommendations and report the Committee's vote tally in reaching their decision.
- H. Parties involved in a challenge to nominations and elections for AEA officer or Board of Director may appeal to the AEA Board of Directors or the Delegate Assembly if in session.

IX. Responsibilities of the AEA Elections Committee

A. Campaign Rules and Services

- 1. The EC shall provide each nominee for an AEA or NEA position with a copy of the Election and Campaign rules and a listing of the services available to all candidates.

B. Procedures and Timelines

- 1. It shall be the responsibility of the EC to:
 - i. Identify and publicize all AEA Officer positions, AEA Board of Directors positions, AEA At-Large positions, NEA State Director and Alternate State Director positions, and NEA Representative Assembly Delegate Positions and AEA Delegate positions subject to election in the most current election cycle.
 - ii. Review and approve the nomination forms and ballot design for all AEA and NEA elections. Insure that the open nomination guarantee is observed in all elections the EC is charged with monitoring.
 - iii. Review and establish timelines for publishing and receiving nominations for all AEA and NEA elections.
 - iv. Review AEA services available to candidates for all AEA and NEA elections and serve as election monitors at AEA Delegate Assembly elections.
 - v. Determine the election needs at the Delegate Assembly (e.g. manual or computer balloting).
 - vi. Review and establish procedures for handling and rectifying spoiled ballots
 - vii. Review and establish a voter support system to be available to voters during elections.
 - viii. Review the previous year's *Standing Rules*, *AEA Constitution* and *AEA Bylaws* changes and New Business Item's for direction and needed revision of AEA election procedures and guidelines.
 - ix. Establish the order of candidates on the election ballots through a lottery
 - x. Provide space on the ballots for write-in candidates and provide instructions for casting write-in candidates.
 - xi. Meet within 10 calendar days after the nominations deadline to certify the eligibility of the nominees' for the office he/she is seeking.
 - xii. Provide oversight of the editing process for candidate statements to be published.
 - xiii. Recuse themselves in any situation where an election OR challenge involves the AEA Governance Region of which they are a member.

C. The EC shall review all documents and instructions to be sent to local affiliates concerning AEA and NEA elections

- 1. Instructions to local affiliates shall include the following:
 - i. The local shall establish election guidelines within the parameters set by the EC which include announcement of the upcoming elections, timelines for the election, procedures for assurance that all members have an opportunity to participate in open nominations and a secret ballot election.
 - ii. The EC will provide local affiliates with information on required procedures for local nominations and elections of delegates to the AEA Delegate Assembly.

- D.** The EC shall provide each local association guidelines and procedures for conducting electronic / online elections. The system used by the local association must insure adherence to AEA and NEA elections guidelines which include:
1. Secret ballot
 2. One-person-one vote
 3. Precise timelines for voting
 4. A secure username / password for each eligible voter
 5. A confirmation to the voter that their ballot was cast
 6. Availability for write-in candidates
- E.** The EC will authorize local associations to use the “vote on demand” online system to conduct any of their local association elections provided the following requirements are met by the local association:
1. The local’s election timelines have been established
 2. An election administrator and contact information have been identified
 3. Local association’s election policies / procedures have incorporated online voting as an option
 4. Identification of members who are eligible to vote in each election
 5. Definition of security access for eligible voters (eg. Member id, last name & 4 –digit social, etc.)
 6. Election administrator has successfully completed training provided by the EC or its designee
 7. A minimum of 15 days notice once all the above requirements are met

SECTION A. 8

CONGRESSIONAL RECOMMENDATIONS AND PRESIDENTIAL RECOMMENDATION CONCURRENCE TO THE NEA FUND FOR CHILDREN AND PUBLIC EDUCATION

Amended October 26, 2013

It shall be the responsibility of the AEA Board of Directors to act upon recommendations for Arizona Congressional candidates to be forwarded to the NEA Fund for Children and Public Education.

It shall be the responsibility of the AEA Board of Directors to act upon requests for concurrence for presidential candidates recommended by the NEA Fund for Children and Public Education.

The AEA President shall recommend procedures for determining pro-public education candidates for congressional office. Such procedures shall be in alignment with the procedures of the NEA Fund for Children and Public Education. The AEA Board shall review the procedures.

SECTION A. 9

THE AEA FUND FOR PUBLIC EDUCATION POLICY

Amended October 26, 2013

I. PURPOSE OF THE AEA FUND FOR PUBLIC EDUCATION

- A. Assist in the accomplishment of the AEA Mission Statement, goals, and objectives through participation in political activities.
- B. Provide a vehicle to support persons for public office who are friends of public education.
- C. Develop greater public understanding and support of education issues.

II. THE AEA FUND FOR PUBLIC EDUCATION COUNCIL

- A. Composition, Term, and Vacancy
 - 1. Board of Director council members' terms are concurrent with the Board of Director term. Vacancies for Board of Director council members will be filled in accordance with the AEA Constitution. AEA Board members must be contributors to The AEA Fund for Public Education to qualify to represent their legislative district. In the event an AEA Board member is not a contributor, the legislative district represented by that Board member shall be declared vacant and the position filled in accordance with II.A.2.
 - 2. District Representatives – one contributor to The AEA Fund for Public Education living in the legislative district, not already represented by an AEA Board of Directors member, will be elected at the AEA Delegate Assembly. District Representative council members' terms are one year. District Representative vacancies will be filled by appointment by The AEA Fund for Public Education Chair.
 - 3. One person who must be a contributor to The AEA Fund for Public Education elected by each AEA recognized caucus.
 - 4. The AEA Executive Director and/or his/her designee shall function as consultants to The AEA Fund for Public Education Council except as outlined in The AEA Fund for Public Education policy.
- B. Duties and Responsibilities of the Council
 - 1. Adopt policies, objectives, criteria for candidate recommendation, the process and format for candidate recommendation and approve an election strategy for each election year prior to the initiation of the recommendation procedure.
 - 2. Put forward issues which are of priority concern to AEA and which will be discussed with candidates.
 - 3. Determine which candidates shall be recommended to the AEA membership and the amount of financial contributions to be given to recommended candidates in accordance with statutory limitations.
 - 4. Cooperate with other organizations that support The AEA Fund for Public Education and/or the NEA Fund for Children and Public Education recommended candidates and issues.
 - 5. Solicit and oversee distribution of The AEA Fund for Public Education funds.
 - 6. Annually adopt the weighted votes entitled to each regional director.
 - 7. Adopt The AEA Fund for Public Education budget, action plan, calendar and fundraising recommendations.
 - 8. Authorize independent campaigns for The AEA Fund for Public Education. Independent campaigns are intended to advance the purposes and objectives of The AEA Fund for Public Education. Independent campaigns shall have no contact with the candidate, the candidate's campaign or The AEA Fund for Public Education.
 - 9. Recommend to the AEA Board of Directors the method and related procedures by which AEA will recommend candidates for statewide offices.

10. Approve the appointment of substitute members of the AEA Fund for Public Education Council.

C. Operating Procedures

1. The AEA President shall serve as the Chair.
2. The AEA Vice President shall serve as the Vice Chair.
3. The Council shall meet at least annually and additional meetings of the Council may be called by the Chair or upon the request of one-third (1/3) of the voting members of the Council. A majority of the voting members of the Council shall constitute a quorum and, except as otherwise expressly provided in this Policy, all actions of the Council shall be by majority vote of those in attendance.
4. Each member of the Council shall have at least one vote. Additional votes for candidate recommendation purposes shall be allocated to regional directors of the AEA Board of Directors by a formula based on member contributions to The AEA Fund for Public Education.
5. The Executive Director or his/her designee shall be the Treasurer and shall be responsible for the administration of The AEA Fund for Public Education. In this capacity, he/she shall provide such staff assistance as may be necessary and proper; be responsible for the receipt, safekeeping, and disbursement of all The AEA Fund for Public Education funds; be a co-signatory with the Chair of all The AEA Fund for Public Education bank accounts; provide for an annual audit; prepare and file all financial reports required by law, and perform such other duties as may be assigned to him/her by the Chair or required by law.
6. The most recent edition of Robert's Rules of Order Newly Revised, shall be the authority in all matters of procedure of The AEA Fund for Public Education except as outlined in the AEA Fund for Public Education Policy.
7. If a member of The AEA Fund for Public Education Council becomes a candidate for any public office, becomes an official in any campaign, or becomes a member of a candidate's campaign committee per ARS 16-901 and ARS 16-902, for which The AEA Fund for Public Education Council recommends, he/she shall be required to take a leave of absence due to a conflict of interest.
 - a. Conflict of Interest shall be defined as the individual having two conflicting loyalties; i.e., to a particular candidate and to The AEA Fund for Public Education.
 - b. Procedures for Leave of Absence and Replacement:

The leave of absence shall be effective from the date of announcement of candidacy or assumption of the campaign committee role. When possible, the Chair shall seek recommendations for a substitute member from the respective legislative district, region and/or caucus.

The substitute member shall assume office and have full voting rights upon approval of the Chair's appointment by The AEA Fund for Public Education Council.

If the candidate is defeated in the election, he/she shall replace the substitute and resume his/her position on The AEA Fund for Public Education Council. If the candidate wins the election the substitute member shall complete the term. Officials and campaign committee members may return to the Council following the election.

III. CRITERIA AND PROCEDURES FOR RECOMMENDATION OF LEGISLATIVE CANDIDATES

- A. The AEA Fund for Public Education recommended candidates are those who support public education and education employee issues.

The AEA will encourage its members and the public to vote for The AEA Fund for Public Education's recommended candidates through a variety of activities.

- B. Candidates shall be evaluated in all areas listed in Article III, Section B, 1-5 and a written evaluation of the candidate's qualifications related to the following criteria shall be submitted along with a recommendation for support or non-support of the candidate:
1. Consistency with the election objectives and strategy determined by The AEA Fund for Public Education Council;
 2. Candidate viability;
 3. Consideration of adverse effect on AEA goals if race is lost;
 4. Necessity of AEA to enter race;
 5. Support of AEA positions and Legislative Platform;
 6. In order to be eligible to receive a recommendation of The AEA Fund for Public Education, a non-incumbent candidate must:
 - a. Complete The AEA Fund for Public Education written questionnaire;
 - b. Participate in The AEA Fund for Public Education interview process.
 7. Friendly incumbent recommendations:
 - a. An incumbent may receive a recommendation as a friendly incumbent with an 80% voting record on AEA selected issues or upon recommendation from the Chair of the Council and approval by the Fund Council.
 - b. The chair may recommend support of an incumbent candidate to the Council as early as 18 months prior to elections. This recommendation to the Council must include:
 - i. At least a one-year voting record consistent with section III.B.7.a.;
 - ii. A reason for early recommendation; and
 - iii. A plan for organizational support.
 - c. An incumbent shall be any candidate running for the same seat, a seat in the other chamber of the legislature in the same legislative district, or in years in which redistricting has occurred, a seat representing a major portion of the former legislative district.
 8. Early candidate recommendations:
 - a. A candidate may receive an early recommendation:
 - i. The Chair of The AEA Fund for Public Education Council may recommend support of a candidate as early as 18 months prior to an election without completion of the written questionnaire and the interview process in III.C;
 - ii. This recommendation must be accompanied by a written statement outlining the following:
 - a) reasons for the early recommendation;
 - b) campaign viability;
 - c) plan for organizational support; and,
 - d) a statement of the candidate's position.
- C. The Chair and Executive Director or designee shall design a process and format for receiving and forwarding recommendations to the Chair. The design shall include the interview process, interview team composition, and interview team training and support. Local presidents and regional members of the AEA Fund for Public Education Council will be notified of the opportunity to observe the interviews in their legislative districts.
- The questionnaire to be used for candidate interviews will be developed by the Executive Director or designee and reviewed by the AEA Fund for Public Education Council.

- D. Recommendations may originate from but not be limited to (1) interview committees, (2) members of The AEA Fund for Public Education Council, and/or (3) local associations.
- E. The Chair shall bring to the Council the recommendations of candidates with a suggested allocation of resources.
- F. Candidate recommendations shall be based on a majority of weighted vote for those in attendance. A 2/3's majority of the weighted votes of those in attendance is required for:
 - 1. Candidates not recommended by the Chair;
 - 2. Recommendations for a candidate whose opposition is an incumbent with an 80% voting record on AEA selected issues or upon recommendation from the Chair of the Council and approval by the Fund Council.
- G. Late Candidate Recommendations
 - 1. In between The AEA Fund for Public Education meetings and following the primary election, the Chair of The AEA Fund for Public Education may authorize use of a mail, electronic, or phone ballot for polling of the Council in the event of late candidate recommendations.
- H. Financial Support
 - 1. A candidate must be recommended in order to receive financial support. Candidate recommendations may be made without financial assistance.
 - 2. The Chair shall consider the following when recommending financial support:
 - a. the impact of The AEA Fund for Public Education's contribution on the outcome of the race;
 - b. the amount of other help being given to the candidate;
 - c. the priority of the race; and/or,
 - d. candidate viability.
 - 3. The AEA Fund for Public Education Chair and the AEA Executive Director are authorized to grant additional and late financial support to recommended candidates.

IV. CRITERIA FOR RECOMMENDATION OF CANDIDATES FOR STATEWIDE OFFICES

- A. Statewide candidates who are recommended are those who support public education and education employee issues.
 The AEA will encourage its members and the public to vote for recommended candidates through a variety of activities.
- B. The AEA Fund for Public Education Council shall recommend to the AEA Board of Directors the method and related procedures by which AEA will recommend candidates for statewide offices. Criteria for candidate recommendations will include:
 - 1. Consistency with the election objectives and strategy determined by the AEA Fund for Public Education Council;
 - 2. Candidate viability;
 - 3. Consideration of adverse effects on AEA goals if the race is lost;
 - 4. Necessity of AEA to enter the race;
 - 5. Support of AEA positions and Legislative Platform.
- C. The Chair shall bring the Council recommendations for allocation of resources.
- D. Financial Support
 - 1. A candidate must be recommended in order to receive financial support.
 - 2. The Chair shall consider the following when recommending financial support:

- a. the impact of the AEA Fund for Public Education’s contribution on the outcome of the race;
 - b. the amount of other help being given to the candidate;
 - c. the priority of the race; and/or,
 - d. candidate viability.
- E. The AEA Fund for Public Education Chair and the AEA Executive Director are authorized to grant additional and late financial support to recommended candidates.
- F. Reporting of recommendations for candidates for statewide office
 Recommendations made for candidates for statewide office shall be shared with the general membership of the AEA with rationale for the actions taken.

V. THE AEA FUND FOR PUBLIC EDUCATION BUDGET, FUNDRAISING AND PLANNING COMMITTEE

- A. The AEA Fund for Public Education Budget, Fundraising and Planning Committee shall recommend The AEA Fund for Public Education budget, fundraising, and political action plan.
- B. The AEA Fund for Public Education Budget, Fundraising and Planning Committee shall consist of the Chair, Vice Chair, two (2) members of the AEA Board of Directors and one (1) council member not on the AEA Board of Directors.
- C. The budget year shall be from January 1 to December 31. The budget, fundraising and action plan shall include such overall allocations as the Committee deems appropriate, including:
- 1. A contingency fund;
 - 2. Late campaign contribution;
 - 3. Fundraising activities on behalf of candidates;
 - 4. Direct monetary contributions to candidates;
 - 5. Support activities for candidates other than direct financial contributions;
 - 6. Activities of political parties and political networking;
 - 7. Fundraising activities for The AEA Fund for Public Education and the NEA Fund For Children and Public Education;
 - 8. Independent campaign expenditures;
 - 9. Calendar and member involvement; and,
 - 10. Process and format for recommendation.
- D. The Chair shall be responsible for the implementation of The AEA Fund for Public Education budget. Expenditures 10% or more above the adopted budget line must be reported to The AEA Fund for Public Education Council.
- E. Each member of the AEA shall be asked to make a voluntary contribution to the NEA Fund for Children and Public Education, The AEA Fund for Public Education, and Local PAC. Other appropriate steps to raise additional funds may be implemented upon approval by the Chair and Executive Director.
- F. No part of the budget or plan will be in conflict with The AEA Fund for Public Education policy.

VI. AMENDMENT TO THE AEA FUND FOR PUBLIC EDUCATION POLICY

- A. The AEA Fund for Public Education policy may be amended only by the AEA Board of Directors.
- B. The AEA Fund for Public Education Council must receive a written copy and a 14-day notice of any proposed changes to The AEA Fund for Public Education policy.

SECTION A. 10
GUIDELINES FOR MEMBERS OF
AEA COMMITTEES / COMMISSIONS / TASK FORCES
Amended April 26, 2013

I. Member Appointment Process

- A. The AEA President may seek recommendation from:
 - 1. Local Presidents
 - 2. Board of Directors members
 - 3. Caucus Chairs
 - 4. Articles in the *AEA Advocate* or other communication vehicles
 - 5. Volunteers
- B. The AEA President shall appoint, subject to the approval of the Board of Directors, the members and the chairperson of all committees /commissions/task forces (Bylaws Article II).
- C. Members shall be appointed to one year terms except where specified otherwise in the Constitution and Bylaws (Bylaws Article II).

II. Duties and Responsibilities of Committee/Commission/Task Force Members

- A. Implement charges as adopted by the AEA Board of Directors.
- B. Attend all meetings as called by the chair and/or AEA Board of Directors.
 - 1. Members may be removed from committees/commissions/task forces by the AEA Board of Directors.
 - 2. No member shall be removed prior to a discussion with the AEA President.
- C. Provide an annual report of activities and recommendations to the Board of Directors and Delegate Assembly.

III. Reimbursements for Expenses

- A. Expense vouchers for travel to and from meetings must be submitted within thirty (30) days of incurring expenses.
 - 1. Receipts for hotel, airfare, parking, telephone, postage/supplies and any other pre-approved expenditures must accompany voucher.
 - 2. Reimbursement for in-state travel shall be at the same mileage rate as the Board of Directors' rate with the exception of the mileage limit increase. If two or more individuals travel together, travel reimbursement shall be made only to the driver.
 - 3. Salaries for substitute or loss of salary due to absence for official AEA business shall be reimbursed. A verification letter should be on file in the AEA to be used when reimbursement is requested.
- B. AEA committee/commission/task force members (except Board of Directors members) who wish reimbursement for travel to events other than committee/commission/task force meetings must submit a written request to the AEA President for prior approval.
- C. Overnight expenses shall be authorized by the AEA President when deemed necessary.

SECTION A. 11
RECOGNITION OF CAUCUSES
Amended April 26, 2013

I. Policy Statement

- A. Any organized group of Arizona Education Association members having a common interest or purpose may be recognized by the Board of Directors as an official caucus, provided such a group meets the following caucus standards and its principles and goals are in concert with the policies of AEA.
- B. AEA believes that caucuses allow added involvement for members and strengthen the Association.

II. Standards for Caucuses

- A. The caucus shall have common interests, goals and principals with the Association.
- B. The caucus shall be a self-governing and self-supporting organization with governance documents compatible with those of the Arizona Education Association.
- C. AEA will provide bonding of the caucus treasury and NEA liability coverage.
- D. All members of the caucus shall be members of the Arizona Education Association.
- E. The caucus will be open to all AEA members.
- F. The caucus shall provide for open nominations and a secret ballot for election of officers.
- G. Each caucus will be allowed one representative with one vote on the AEA Fund Council. The caucus AEA Fund Council representative shall be a contributor to the AEA Fund for Public Education and shall be elected by the caucus.
- H. Caucuses will be allowed inclusion of meeting announcements and information about their actions in mailings and AEA publications, upon caucus request. The AEA president shall approve such inclusions, considering content, procedure, and if there is sufficient time and space.
- I. The caucus shall hold at least one general membership meeting at the AEA Delegate Assembly and shall have at least one officers meeting annually. Notice of all general caucus meetings shall be given to caucus members in a timely fashion.
- J. Caucuses will receive meeting room and display space, along with announcements of meetings at regular AEA meetings as long as the AEA does not incur additional expense.
- K. The caucus shall develop a process to communicate with its members, including an annual financial statement of the caucus. Those communications shall be sent to the AEA President.
- L. The caucus shall complete and return the AEA caucus report form to the AEA President annually.
- M. The caucus shall not duplicate Association staff services.
- N. Additional service and benefits may be provided as authorized by the AEA Board of Directors.

IV. Procedures for Recognition

- A. The caucus shall present their proposed governance documents and application for recognition to the AEA President. The caucus shall submit a statement that they have been in existence for at least one year.
- B. The AEA President or designee shall review the application and make a determination of compliance and compatibility of the proposed governance documents with the AEA governance documents.
- C. The AEA President shall present a recommendation to the AEA Board of Directors for action on the request for recognition.

- D. If the Board approves recognition of the caucus, governance documents and application shall be kept on file in the AEA Governance office. The AEA President or designee will review caucus documents annually. Caucuses shall provide the AEA President with updated documents whenever changes are made.

IV. Revocation of Recognition

- A. A caucus can have its official recognition revoked for just cause.
- B. Should the AEA President determine that a caucus is not following these caucus standards, the AEA President will make a recommendation to the Board of Directors concerning revocation of recognition.
- C. The AEA President or designee will investigate written complaints about caucuses not following their own policies or AEA principles and goals to determine if cause exists. If the AEA President decides cause exists, the AEA President will make a recommendation to the Board of Directors concerning revocation of recognition.
- D. A caucus shall be afforded the same due process procedures as a local affiliate being considered for disaffiliation.

SECTION A. 12
STANDARDS FOR AFFILIATION WITH AEA-NEA
Amended April 26, 2013

I. Introduction

- A. The NEA Constitution and Bylaws guarantee the rights of active members to vote, to seek office, to be represented at the local, state and national levels, and to participate in the affairs of the affiliate (Local Association) and of the State Association.
- B. To assure these rights, Bylaws 8-7 and 8-11 of the NEA Bylaws contain a series of minimum standards which local and state affiliates, respectively, must meet in order to become and remain affiliated with the NEA. NEA mandates a review of each affiliate at least once every five years to determine compliance with the minimum standards.
- C. Furthermore, AEA's Constitution and Bylaws define a local association as any local professional educational association consisting of Active-Certified members or Active-Educational Support members or a combined association located within a city, county or other local school administrative unit of the state. Retired members are eligible to join a state-wide affiliate, Arizona Retired Educators Association (AEA-R), with the same rights as other local affiliates.
- D. Any local professional educational association, with a minimum of three (3) members, that agrees to subscribe to the purposes, objectives and membership standards of the Arizona Education Association may apply for affiliation or be qualified for continuous affiliation. Affiliated associations shall require membership in the Arizona Education Association and the National Education Association as a condition of local membership.

II. Procedure for Affiliation with AEA-NEA

The process for affiliation shall be as follows:

- A. The local association will adopt a constitution that is in compliance with "Minimum Standards for Affiliation."
- B. The local association will complete the AEA Application for Affiliation, attach a copy of its constitution and bylaws and a list of its officers and committee chairs with their mailing addresses, and mail to the Compliance Review Committee.
- C. The Compliance Review Committee (CRC) will review the constitution and bylaws to be sure they meet the minimum standards for affiliation. Upon approval, the local association will be assigned to a Regional Office.
- D. The Compliance Review Committee will then submit a recommendation to the Board of Directors for final approval of the Application for Affiliation.
- E. Upon approval by the Board of Directors, the application shall be forwarded to NEA for its approval and implementation.

III. Procedures for Continuing Affiliation with AEA-NEA

- A. The Compliance Review Committee will annually review the governance documents of the local affiliates of the Arizona Education Association to be certain the local constitutions are continuing to meet the minimum standards for AEA-NEA affiliation. If any deficiencies are found, the local association, its Organizational Consultant, and the regional director for its governance region will be informed by mail. The Regional Director shall contact the local association president to determine if any assistance is necessary.
- B. If the Compliance Review Committee (CRC) finds that the local affiliate has failed to meet compliance for three (3) consecutive years and has been notified at least three (3) times of non-compliance, the local shall be placed on advisement. The Regional Director of the local shall be notified of the local's status, as well as the local president and Organizational Consultant. The Regional Director, in conjunction with staff, shall work with and assist the local president in developing a plan to achieve constitutional compliance. If the local affiliate continues to remain in non-compliance after five (5) years, the Compliance Review Committee shall investigate the circumstances and shall make a recommendation to the AEA Board of Directors. This recommendation could include a recommendation for continued advisement status, disaffiliation, or other.

- C. In the event a disaffiliation hearing is to be held, the following procedures shall be followed:
1. Specific charges, which shall be filed with the CRC, shall be prepared by the petitioners or by the AEA Board of Directors. These charges shall not include any matter not included in the original petition or in the report to the AEA Board of Directors.
 2. The CRC shall provide the President of the affiliate or if unavailable the Vice-President or any other officer, and the representative of any petitioner a copy of the charges and any reports and stipulations the AEA Board of Directors issued in the matter.
 3. The affiliate shall be given thirty (30) days from the date of receipt of the documents referred to above in the preceding sub-paragraph to file an answer with the CRC.
 4. The CRC shall specify a date for a formal hearing on the filed charges. This date shall be within thirty (30) days from the date of the response by the affiliate or thirty (30) days after the response period ends.
 5. At the hearing, all parties shall have the right to present, examine and cross-examine witnesses; to present statements of position, and to present documentary evidence. Adherence to the technical rules of evidence shall not be required.
 6. The CRC shall, within thirty (30) days of the close of the hearing, serve a copy of its findings and recommendations to the AEA Board of Directors.
 7. The AEA Board of Directors shall act on the report of the CRC and may, by a two-thirds (2/3) vote, terminate affiliation of the association for cause.
 8. The affiliate shall be notified by the AEA Board of Directors within seven (7) days thereafter and, in the case of disaffiliation, shall be afforded the opportunity to appeal the AEA Board of Directors' action to the AEA Delegate Assembly. In the event that the issue is brought to the AEA Delegate Assembly, the Assembly shall set a specific time period for the appeal to be divided equally among the appealing affiliate, the petitioners and the Board of Directors. A majority vote of the votes cast by secret ballot shall be required to sustain the disaffiliation.

IV. Minimum Standards for AEA-NEA Affiliation

- A. The local association shall require its active members to hold membership in the AEA and NEA. It shall subscribe to the purposes and objectives of the Arizona Education Association. Dues transmittal shall be done according to AEA policy.
- B. The local association shall maintain a current list of officers, committee chairmen and their mailing addresses.
- C. The local association shall have the same membership year as that of the state association.
- D. The local association shall have a constitution and bylaws that guarantee the following in accordance with the NEA and AEA constitution and bylaws:
 1. **One Person-One Vote.** The one person-one vote principle for representation on governing bodies shall be observed in all elections.
 2. **Ethnic Minority Representation.** Each affiliate shall take such steps as are legally permissible to achieve ethnic minority representation (on its governing bodies) at least proportionate to its ethnic minority membership.
 3. **Proportional Representation by Education Position.** Where an all-inclusive affiliate exists, it shall provide proportionate representation between its non-supervisor members and its supervisor members (on its governing bodies)
 4. **Open Nomination and Secret Ballot.** The affiliate shall conduct all elections with open nominations and a secret ballot.
 5. **Due Process.** State and local affiliates shall guarantee that no member may be censured, suspended or expelled without a due process hearing, including appropriate appellate procedure.

The affiliate shall guarantee that no member of said affiliate may be censured, suspended, or expelled and that none of its local affiliates may be censured, suspended, or disaffiliated without a due process hearing which shall include an appropriate appellate procedure.

The following rules and procedures represent the AEA Board of Directors' interpretation of the due process requirements:

- a) The charged member/affiliate must have been fairly apprised, prior to the conduct which formed the basis for the charge, that such conduct could result in disciplinary charges.
- b) The charged member/affiliate must receive written documentation of specific charges as well as a written notice of a hearing; such notice must allow the charged member/affiliate reasonable time for which to prepare. Upon receipt of the charges, the charged member/affiliate is to receive a statement specifying the procedural rules governing the hearing.
- c) At the hearing, the following guarantees shall be afforded the charged member/affiliate:
 - 1) right to representation of choice including, if so chosen, the right to counsel
 - 2) presentation of the case against the charged member/affiliate before the presentation of the defense.
 - 3) right to present witnesses and other evidence, to cross examine witnesses, and to present arguments.
 - 4) right to a transcript of the hearing at the expense of the charged member/affiliate.
- d) The judgment or decision arising from the hearing, stating the grounds for action, shall be presented to the charged member/affiliate in a written format. This decision shall have been based on evidence presented at the hearing.
- e) The tribunal which makes the decision shall be impartial in that its members shall not have prejudged the issues and shall be unbiased.
- f) The charged member/affiliate shall have the right of appeal, in the event of an adverse decision, to a similarly impartial tribunal. This appellate tribunal shall be independent of and have the power to overturn the decision of the hearing tribunal.

SECTION A.13
PROFESSIONAL DEVELOPMENT CREDIT
Amended December 6, 2014

I. Policy Statement

AEA will offer professional development credit for conferences, workshops and leadership roles according to current Arizona law. Such activities shall advance AEA's goal of quality teaching and learning and also respect individuals' ability to direct, monitor, reflect on, and apply their own professional learning.

II. Purpose

AEA will offer professional development conferences and workshops that include content that is related to the needs of our association and our members' personal and professional lives. They will be designed to increase the academic or professional knowledge and skills of participants. AEA will provide certificates noting clock hours earned as permitted by Arizona law and as aligned with the current Arizona Professional Teaching Standards.

III. Procedures

Conferences and Workshops: Certificates-of-completion will be awarded only to participants who attend an entire event. The certificates will include the following information: the title and date of the conference or workshop, the Arizona Professional Teaching Standards addressed, the actual time spent in the professional development activity expressed as clock-hours, and the name of the conference coordinator or workshop presenter.

Leadership Roles: As permitted by law, AEA officers and Directors and local presidents and vice presidents who wish to earn professional development credit for fulfilling their leadership roles will submit annual documentation to the Board of Directors. The documentation should describe the training, activities, or projects related to the profession of teaching or the field of public education. An annual maximum of 30 clock hours can be counted for recertification credit.

The Board of Directors, or its designee, upon verifying that the documentation is complete will issue a professional development certificate that includes the name and leadership title of the individual, the dates of service, and clock hours earned.

¹ Arizona Professional Teaching Standards are currently found at A.A.C. R-7-2-602

² See AAC R7-2-619(C)(6)

SECTION A.14
2018 NEW BUSINESS ITEMS
May 2018

NBI-2018-01 -- ADOPTED as amended

Strategic Objective II, Strategy OE1

AEA will study the governance, financial, and legal impacts and requirements of offering membership to retired public school employees who return to work full-time in the school district under a private company contract. By February 2019, a written report will be presented to the AEA Board of Directors that outlines the governance, financial, and legal requirements and AEA membership recommendations. Committee will include representatives from all membership categories.

Rationale

This is a complex membership issue that impacts local, state, and national governance rights and privileges; federal reporting requirements; financial impacts for staffing and membership; and AEA's mission and core values as an organization. A comprehensive study is required to achieve a thoughtful plan of action.

Submitted by: AEA Board of Directors
Cost Estimate: \$43,434.00

NBI-2018-02 -- ADOPTED as presented

Strategic Objective II.

The Arizona Education Association stands in support and solidarity with the North Carolina Association of Educators as they continue to fight for public school funding and they gather for their May 16th Rally for Students and Respect.

Rationale

Like AEA and the RedforEd movement, our brothers and sisters in North Carolina need our support and solidarity.

Submitted by: AEA Board of Directors
Cost Estimate: \$50

NBI-2018-03 -- ADOPTED as presented

Strategic Objective II

The Arizona Education Association stands in support and solidarity with the Colorado Education Association and their local affiliates the Pueblo Education Association and their Pueblo Paraprofessional Education Association as they continue their fight for school funding.

Rationale

The associations have not had a contact for over a year, negotiations have stopped and the locals have been on strike since May 7th. Like AEA and the RedforEd movement, our brothers and sisters in Colorado and specifically the 2 local affiliates in Pueblo Colorado need our support and solidarity.

Submitted by: AEA Board of Directors
Cost Estimate: \$50

NBI-2018-04 -- ADOPTED as presented

Strategic Objective I

The Arizona Education Association Delegate Assembly formally takes a position of NO on Proposition 305.

Rationale

AEA opposes all use of funding for public education to use on school vouchers.

Submitted by: AEA Board of Directors
Cost Estimate: \$50

NBI-2018-05 -- ADOPTED as presented

Strategic Objective I

The AEA fully supports and endorses the Invest in Education Act.

Rationale

This act creates a guaranteed, sustainable funding source and increases monies to the Classroom Site Fund.

Submitted by: AEA-Retired/Janie Hydrick

Cost Estimate: \$50

NBI-2018-06 -- REFERRED as amended to Government Relations Committee

Strategic Objective I

The AEA Lobbyist will actively initiate and lobby for legislation at the state Capitol to put class size caps of 18 students per Kindergarten class, 22 students per class in grades 1-3, 25 students per class in grades 4-8, 30 students per class in grades 9-12, and a school counselor ratio of 1:300.

Rationale

There is already a resolution in the AEA 2018 legislative platform which states; AEA supports legislation to mandate smaller class sizes that research indicates will maximize learning. This NBI is to move beyond a legislative platform item to a call to actively lobby for a bill to lower class sizes

Submitted by: Casey Sabra Shove

Cost Estimate: Referred

NBI-2018-07 -- FAILED

NBI-2018-08 -- ADOPTED as presented

Strategic Objective II

The AEA, utilizing existing resources will work with eSWAG at reenergizing the existing program to support new and early career educators and to cultivate potential leaders.

Rationale

As the association continues to focus on early career educators, it has become apparent that the AEA needs to reevaluate the current needs of early career educators. This will allow the association to better determine best practices, build capacity, and support future association leaders.

Submitted by: New Educator Caucus

Cost Estimate: \$4,754

NBI-2018-09 -- FAILED

NBI-2018-10 -- FAILED

SECTION A. 15
Arizona Education Association
2017-2018 PLAN FOR ETHNIC MINORITY ENGAGEMENT
AEA Board of Directors - October 2017
NEA Executive Committee - December 2017

Background

The Arizona Education Association (AEA) values diversity and has a strong commitment to diversity, ethnic minority representation, and leadership at all levels of the organization. According to the 2010 U.S. Census, Arizona's ethnic minorities represent 42% of the state's population. By comparison, there are 3,752 identified ethnic minorities within AEA's 2017-2018 membership, representing 24.6% of the total membership. Additionally, there are 1,108 members with an unidentified ethnicity, representing 7.3% of AEA's membership.

AEA's commitment to an ethnically diverse membership and leadership is addressed within and beyond AEA's efforts to meet the proportional representation requirements described in NEA Bylaw 3-1(g). To be meaningful, the effort to increase the ethnic minority presence in the organization must be systemic rather than limited to addressing a single requirement. Therefore, strategies to comply with the NEA Bylaw 3-1(g) at the Representative Assembly are rightfully placed in a larger approach.

First, ethnic minority engagement efforts must be effectively integrated within AEA's leadership and professional development program. Second, in an organization that mobilizes its members to enter and shape discourse on widely varied issues, we must position ethnic minority issues and perspectives as important subjects of deliberation and policy, both for our members and the general public. We must develop and elevate the local association's role in building a truly inclusive and diverse organization.

| |
|--------------|
| GOALS |
|--------------|

The Arizona Education Association Plan for Ethnic Minority Engagement outlines three primary goals that will be integrated into the AEA Strategic Plan:

1. Increase ethnic minority representation and leadership at all governance levels
2. Provide visibility and organizing opportunities around ethnic minority issues and concerns
3. Emphasize the role of the local in increasing ethnic minority membership and leadership

Goal 1: Increase ethnic minority representation and leadership at all governance levels.

Strategies

- A. AEA will design and implement an ethnic minority leadership development program that emphasizes participation in local, state, and national leadership roles.
- B. AEA will provide ongoing ethnic minority leadership training.
 - Establish a mentoring system for ethnic minority leaders.
 - Provide funding for ethnic minority members to participate in trainings and conferences.
- C. Monitor progress toward achieving the goals and share progress with the AEA Board of Directors, local presidents, and the Ethnic Minority Task Force throughout the year.

Goal 2: Provide visibility and organizing opportunities around ethnic minority issues and concerns.

Strategies

- A. AEA will provide the Ethnic Minority Leadership Task Force appropriate support to organize and create opportunities for ethnic minority members to communicate and organize around issues and concerns.
- B. AEA will communicate with ethnic minority members regarding AEA information and articles that address issues of special interest to ethnic minorities, including on EdCommunities, and will encourage participation at AEA / NEA events in order to promote ethnic minority participation in local, state and national conferences.
- C. AEA will collaborate with the Ethnic Minority Caucus to distribute information and provide organizing support.
- D. AEA will provide opportunities for ethnic minority leadership participants to share and apply the skills gained at AEA / NEA events and trainings.

Goal 3: Emphasize the role of the local in increasing ethnic minority representation and leadership.

Strategies

- A. AEA will include minority representation / leadership as a continuing focus in local president communications and meetings.
 - Include Plan for Ethnic Minority Engagement at the Local Presidents' Forums.
 - Invite member(s) of the Ethnic Minority Task Force and/or Minority Leadership Trainer(s) to Local Presidents' Forum and Regional Cluster meetings.
 - Provide strategies for encouraging members to verify and/or correct their ethnic identification in AEA / NEA membership records
- B. AEA will include information related to ethnic minority representation as a component of local officer training.
- C. AEA will promote ethnic minority participation at Delegate Assembly and NEA Representative Assembly as an opportunity to participate in ethnic minority issues and concerns.
 - Provide information to local presidents about the history and importance of the NEA Bylaw 3-1(g), emphasizing the organizational imperatives of local participation in the activities leading to achievement.
 - Recognize LEAs which meet NEA Bylaw 3-1(g).

SECTION B. 1

FINANCIAL CONFLICT OF INTEREST POLICY FOR AEA OFFICIALS AND EMPLOYEES

February 5, 2010

I. Policy Statement

- A.** AEA officials and employees have a fiduciary obligation to act in the best interests of AEA.
- B.** It is not realistic to expect to define in a complete and absolute manner all actual or potential conflicts of interest. Virtually any situation in which a responsible person or a related party benefits or stands to benefit at the expense or potential expense of the association or where the interests of a responsible person or related party and the association are opposed presents a potential conflict of interest.

II. Purpose

The purpose of this conflict of interest policy ("CI policy") is to provide guidance to AEA officials and employees in complying with this fiduciary obligation.

III. Definitions

As used in the CI policy, the following terms have the meanings indicated:

- A.** The term "AEA official" means an AEA Board of Director member or officer, a member of an AEA committee, and any other person designated by AEA governance to represent AEA. The term does not mean an employee of, or a consultant retained by, AEA;
- B.** The term "AEA employee" means a regular, probationary, part-time, or temporary AEA employee. The term does not mean a consultant retained by AEA;
- C.** The term "immediate family" of an AEA official or employee means his or her parent, spouse or spousal equivalent, child(ren), grandparent, great –grandparent, grandchild, spouses of children, sibling, mother- or father-in-law, sister- or brother-in-law, or daughter- or son-in-law, step relations;
- D.** The term "directly or indirectly" means an action taken by an AEA official or employee in his or her own name (directly) or through a member of the immediate family or a business associate of an AEA official or employee (indirectly);
- E.** The term "participate in an AEA decision" means the authority to approve, disapprove, recommend, or otherwise influence the position taken by AEA; and
- F.** The term "conflict of interest officer" means the person who is responsible for the implementation of the CI policy.
- G.** "person" means a member of AEA, an employee of AEA or an AEA affiliate, a consultant or vendor who does or seeks to do business with AEA or an AEA affiliate, and any other representative of AEA or an AEA affiliate.

IV. Statement of Principle

- A.** No AEA official or employee shall, directly or indirectly, have any interest or relationship, take any action or engage in any transaction, or incur any obligation which is in conflict with, or gives the appearance of a conflict with, the proper and faithful performance of his or her AEA responsibilities.
- B.** An official shall refrain from making substantial investments in, or accepting an official position with, any enterprise which he/she knows or should know transacts business with, or may seek to transact business, with the association or with association members.
- C.** An official shall refrain from participating as an official in any matter affecting an enterprise in which such official has a personal, financial interest where it could reasonably be inferred that he/she participated in order to serve his/her personal, financial interests.
- D.** An official shall not accept anything of value from an enterprise which is doing business, or seeking to do business with the association or with association members where it could reasonable be inferred that the official's objectivity in the performance of his/her official duties might be affected by his/her accepting the thing of value.

- E. An official shall not accept or retain any other association position where it is reasonable to infer that his/her objectivity in the performance of his/her official duties will be impaired with respect to decisions he/she may be called upon to make as an official.
- F. An official shall not disclose association information which is confidential in nature and which was procured by reason of his/her official position to any person, group, institution, or organization which the association did not authorize or intend to receive such information.
- G. An official in his or her capacity as an official shall not enable or assist any representative from any vendor in direct competition with any AEA endorsed vendor to market, promote or sell products or services of such vendor to AEA members.

V. Prohibited Activities

The activities that are prohibited by the statement of principle set forth in Section IV. include, but are not limited to, the following:

- A. No AEA official or employee shall, without the advance written approval of the Conflict of Interest officer ("CI officer"), have a direct or indirect financial or personal interest in or relationship with any business, firm, person, or entity that does or seeks to do business with AEA. This prohibition shall not apply to investments in a business, firm, or other entity through the purchase of securities that are traded on a registered national securities exchange or utilizing any services that the business, firm, person, or entity makes available to the general public in the normal course of business.
- B. No AEA official or employee shall, except in the performance of his or her AEA responsibilities, receive any compensation, gift, gratuity, loan or other thing of value from any business, firm, person, or other entity which does or seeks to do business with AEA, or which has financial or other interests that may be affected by the performance or nonperformance of the AEA official's or employee's AEA responsibilities. The term "business, firm, person or other entity" does not include AEA affiliates or related organizations (e.g., NEA or NEA member benefits corporation), and the term "compensation, gift, gratuity, loan, or any other thing of value" does not include an item that has a value of \$250 or less or a loan that is available to the general public on similar terms.
- C. No AEA official or employee shall, except in the performance of his or her AEA responsibilities or in response to a legal mandate, (1) disclose any information obtained by reason of his or her AEA position that is not otherwise available to the general membership of AEA and that could be used to the detriment of AEA, or (2) use or permit others to use any information obtained by reason of his or her AEA position that is not otherwise available to the general membership of AEA to directly or indirectly further the AEA official's or employee's financial or personal interest.
- D. No AEA official or employee shall, without the advance written approval of the CI officer, directly or indirectly sell goods or services to AEA. This prohibition shall not apply to the payment, in accordance with AEA policy, of compensation or a stipend to an AEA official or employee for carrying out his or her AEA responsibilities.
- E. No AEA official or employee shall accept any other position or assignment which would conflict with his or her fiduciary obligation to act in the best interests of AEA or interfere with the AEA official's or employee's ability to properly carry out his or her AEA responsibilities.
- F. No AEA official or employee shall use or permit others to use his or her position with AEA to create the impression that AEA endorses or has endorsed a product, service, or program when that is not in fact the case or to otherwise directly or indirectly further the AEA official's or employee's financial or personal interest.

VI. Implementation Procedure

- A. The AEA executive director shall serve as the CI officer and in that capacity shall be responsible for the implementation of the CI policy. The CI officer shall monitor the implementation of the CI policy. The CI officer shall recommend to the AEA Board of Directors such modifications in the policy as he or she may from time to time deem appropriate. If the misconduct is against the executive director or the executive director is unable to perform this function then the general counsel will serve as the CI officer.

- B. (1) if an AEA official or employee believes that he or she may be engaged or about to become engaged in an activity that is prohibited by the CI policy, he or she shall consult with the CI officer. The CI officer shall attempt to deal with the matter informally. If unable to do so, the CI officer shall submit to the AEA official or employee a written opinion indicating whether the activity in question is prohibited by the CI policy, and, if so, what should be done to correct the situation.

(2) if the AEA official or employee disagrees, in whole or in part, with the conclusions of the CI officer, he or she may appeal to the AEA president, vice-president, and executive director (“CI appeals committee”) by filing a written notice of appeal with the AEA president within ten (10) calendar days after receiving the opinion of the CI officer. The decision of the CI appeals committee shall be final and binding. If the AEA official or employee files a timely appeal, he or she need not comply with the opinion of the CI officer pending the outcome of the appeal. If the AEA official or employee does not file a timely appeal, he or she shall comply with the opinion of the CI officer.
- C. (1) if an AEA member, official or employee believes that an AEA official or employee is engaged or is about to become engaged in an activity that is prohibited by the CI policy, the member or employee may file a written complaint with the CI officer. The complainant shall identify himself or herself to the CI officer, but the CI officer shall, if requested to do so by the complainant, treat the complaint as anonymous and not reveal the complainant’s name.

(2) upon receiving a complaint, the CI officer shall consult with the complainant and the AEA official or employee in question. Based upon the information received from the complainant and the AEA official, employee, and/or other relevant information, the CI officer shall decide whether the AEA official is engaged or is about to become engaged in an activity that is prohibited by the CI policy, and, if so, what should be done to correct the situation. The CI officer shall submit to the AEA official and the complainant a written opinion setting forth his or her conclusions.

(3) if the AEA official or employee disagrees, in whole or in part, with the conclusions of the CI officer, he or she may appeal to the CI appeals committee by filing a written notice of appeal with the AEA president within ten (10) calendar days after receiving the opinion of the CI officer. The decision of the CI appeals committee shall be final and binding. If the AE official or employee files a timely appeal, he or she need not comply with the opinion of the CI officer pending the outcome of the appeal. If the AEA official or employee does not file a timely appeal, he or she shall comply with the opinion of the CI officer.
- D. In implementing the CI policy, the CI officer and the CI appeals committee shall consider all relevant factors, including the specific AEA responsibilities of the AEA official or employee and the nature of the allegedly prohibited activity, and shall interpret and apply the CI policy in a manner that furthers its intended purpose.

VII. Miscellaneous

- A. Nothing in the CI policy shall be interpreted or applied to deprive an AEA official or employee of any right that he or she may have under the AEA governing documents, a contract with AEA, or a statute. To the extent that the CI policy is inconsistent with any such right, the right in the AEA governing document, contract with AEA, or statute shall take precedence.
- B. If a question arises as to whether the CI officer or another member of the CI appeals committee may be engaged or about to become engaged in an activity that is prohibited by the CI policy, the matter shall be dealt with by the members of the AEA Management Performance and Appraisal Committee.
- C. All information and documents involved in the implementation of the CI policy shall be treated as confidential, and the CI officer shall make such information and documents available to others only on an “as-needed” basis.

VIII. Annual Statement of Disclosure

- A. By September 1st each year, AEA officers, AEA Board of Directors, AEA Executive Director, AEA managers, and AEA employees shall receive a copy of the AEA conflict of interest policy along with the annual statement of disclosure form.
- B. Annually, all AEA officers, AEA directors, AEA management, and AEA employees shall submit a signed statement of disclosure to the AEA Executive Director or designee.

SECTION B. 2
FINANCIAL AND OPERATIONAL STANDARDS
February 5, 2010

I. Policy Statement

- A.** The Arizona Education Association acknowledges its special responsibility to ensure the integrity, honesty and reputation of the Association. The Association pledges its support to the members, students, and communities it serves.
- B.** The Association leaders and employees are its entrusted fiduciaries and the keepers of its voice. Members believe in, support, and trust the Association's leaders and employees with its resources. The governance and employees of the Association accept the responsibility to treat Association resources with the utmost care and adhere to the highest ethical standards. To that end, the Association acknowledges these principles that guide it, the control activities used to protect the resources entrusted to it, and the process to monitor those controls.

II. Financial and Ethical Conduct

- A.** In fulfillment of their obligation the governance and employees of the Association commit to:
 - 1. Exercise appropriate fiduciary responsibilities over Association resources and its Assets.
 - 2. Fully and fairly disclose and act appropriately in avoiding actual or apparent conflicts of interest;
 - 3. Comply with applicable rules and regulations of the Association and government agencies;
 - 4. Respect confidentiality of information acquired in the course of their work;
 - 5. Provide Association constituents with information that is complete, accurate and appropriate;
 - 6. Carry out activities professionally, with honesty and integrity;
 - 7. Not knowingly engage in any illegal activity or breach of fiduciary responsibility;
 - 8. Report violations of this Code in accordance with all applicable rules of procedure;
 - 9. Institute due process policies for violations of this Code of Financial and Ethics;
 - 10. Be accountable for adhering to this Code.

SECTION B. 3
FINANCIAL INTERNAL CONTROLS
February 5, 2010

I. Policy Statement

- A.** A strong Internal Control structure is fundamental to achieving Association goals.
- B.** Internal Controls must be designed to provide reasonable assurances regarding the safeguarding of resources against mistakes, fraud or abuse, reliability of operating and financial information, continued commitment to compliance with Association policies, applicable laws and regulations, and the accuracy of Association business activities and records.
- C.** To maintain the highest standards of quality in financial reporting through business ethics and effective internal controls, the Association supports:
 - 1. A control environment founded on ethical values and technical competence;
 - 2. The identification and analysis of relevant internal and external risks that can hinder the achievement of business and Association objectives;
 - 3. The implementation of control activities that mitigate each identified risk with the appropriate focus on prevention, detection and correction;
 - 4. The institution of fluid information pathways among management, employees and governance that capture, process and communicate relevant internal and external information in a timely manner;
 - 5. Systems of evaluation and assessment to monitor whether Internal Controls are adequate, effective and adaptive;
 - 6. Adoption of formal internal control policies and procedures;
 - 7. Documentation of systems of internal control procedures in a comprehensive manner as well as roles and responsibilities of governance and employees;
 - 8. Appropriately communicating with and educating governance and employees on their roles and responsibilities.

SECTION B. 4
AUDIT COMMITTEE
February 5, 2010

I. Policy Statement

A. In the spirit of sound fiscal practices, we believe in the oversight of our financial systems. Audit committees are an essential element in that oversight.

II. Committee Composition and Duties

A. Composition and Term

1. The Audit Committee will be comprised of the Treasurer serving as the Chair, one member from the AEA Board of Directors, one member from the Finance and Revenue Committee and three at-large-members from the AEA membership.

2. Members shall serve a term not to exceed three (3) years.

3. In any case, they must be independent of management, informed and trained to understand basic finances, the role of an auditor and their role to report and advise.

B. Duties and Responsibilities

In the fulfillment of its obligation to monitor, question, inform, improve and advise, and as those responsible for the fairness, thoroughness and accuracy of financial information, the Audit Committee will:

1. Report to the Finance and Revenue Committee at least annually;
2. Review and understand financial statements;
3. Be responsible for the recommendation to the appropriate body of the appointment, compensation and presentation of the work of any public accounting firm performing audit services;
4. Review any audit problems or difficulties, and recommend to the appropriate body resolution of disagreements between the independent auditor and management;
5. Review the Management Letter provided by the independent auditor;
6. Establish procedures for the receipt, retention and treatment of complaints received regarding internal controls and auditing;
7. Request to engage independent counsel, independent financial experts or other advisors, as determined necessary to carry out its duties;
8. Participate in training necessary to fulfill these duties; and,
9. Meets with the auditors at least annually.

SECTION B. 5

WHISTLEBLOWER POLICY FOR AEA OFFICIALS AND EMPLOYEES

February 5, 2010

I. Policy Statement

- A.** It is essential that whistleblower protections exist within the AEA to ensure that fraud and mismanagement are reported early and well before it is too late for national, state and local associations to escape ruin to their finances and reputation. These behaviors undermine morale and adversely affect the ability of the Association to achieve its full potential.
- B.** AEA officials and employees are obligated to comply with all relevant legal requirements in carrying out their AEA responsibilities.
- C.** A failure to meet this obligation – whether intentional or inadvertent – can have adverse consequences for the reputation and operation of AEA.

II. Purpose

- A.** The purpose of this Whistleblower Policy (“WB Policy”) is to establish a procedure by means of which any such failures can be brought to the attention of AEA, so that appropriate corrective action can be taken.

III. Definitions

- A.** As used in the WB Policy, the following terms have the meanings indicated:
- B.** The term “misconduct” means an action taken by an AEA official or employee in carrying out his or her AEA responsibilities that is in violation of a legal requirement and/or a violation of the AEA Corporate Financial and Operational Standards.
- C.** The term “AEA official” means an AEA Board of Directors member or officer, a member of an AEA committee, and any other person designated by AEA governance to represent AEA. The term does not mean an employee of, or a consultant retained by, AEA;
- D.** The term “AEA employee” means a regular, probationary, part-time, or temporary AEA employee. The term does not mean a consultant retained by AEA;
- E.** The term “WB Officer” means the person who is responsible for the implementation of the WB Policy.
- F.** The term Whistleblower: One who discloses information which the person reasonably believes demonstrates (1) violation of laws, regulations, Association rules or Association policies; or (2) Gross mismanagement of Association resources that he or she has reasonable cause to believe constitutes misconduct.
- G.** Person” means a member of AEA, an employee of AEA or an AEA affiliate, a consultant or vendor who does or seeks to do business with AEA or an AEA affiliate, and any other representative of AEA or an AEA affiliate.

IV. Whistleblower Officer

- A.** The AEA Executive Director shall serve as the WB Officer, and in that capacity shall be responsible for the implementation of the WB Policy. The WB Officer shall recommend to the AEA Board of Directors such modifications in the Policy as it may from time to time deem appropriate.

V. Notifying AEA of Alleged Misconduct

- A.** Any person who has reasonable cause to believe that an AEA official or employee has engaged or is about to engage in misconduct should notify the WB Officer in writing. The WB Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. That person (the whistleblower) shall identify himself or herself in the notice to the WB Officer, but the WB Officer shall, if requested to do so by the whistleblower, treat the notice as anonymous and shall not, except in response to a legal mandate, reveal the

whistleblower's name. If the WB Officer is unavailable, and the whistleblower believes that a delay in providing notification can have adverse consequences for AEA, he or she may notify the AEA President, who shall as soon as possible thereafter turn the matter over to the WB Officer.

- B.** If, based upon the information provided by the whistleblower and other relevant information, the WB Officer has reasonable cause to believe that an AEA official or employee has engaged or is about to engage in misconduct, the WB Officer shall turn the matter over to the AEA General Counsel.
- C.** The General Counsel shall conduct an expeditious investigation of the alleged misconduct and shall submit to the WB Officer a written opinion setting forth his or her conclusions as to whether the AEA official or employee has engaged or is about to engage in misconduct, and, if so, what should be done to correct the situation.
- D.** After consulting with the AEA President, the WB Officer shall arrange for such action to be taken as he or she deems appropriate to correct the situation.
- E.** If the WB Officer concludes that any person has made an allegation of misconduct, or has participated in an investigation of alleged misconduct, in bad faith or without reasonable cause, the WB Officer, after consulting with the AEA President, shall arrange for appropriate disciplinary action to be taken against that person.

VI. Protection of Persons Who Provide Evidence of Alleged Misconduct

- A.** Except as otherwise provided in Section V. (E.) above, no person shall be subject to any form of direct or indirect retaliation by an AEA official, an AEA employee, or other AEA representative because he or she (1) is a whistleblower, (2) has participated in an investigation of alleged misconduct, or (3) has in good faith in any other way been involved in the implementation of the WB Policy.
- B.** If any person believes that he or she has been subject to retaliation in violation of Section A. above, that person shall report such retaliation to the WB Officer. The WB Officer shall investigate the matter, and if the WB Officer concludes that an AEA official, AEA employee, or other AEA representative has engaged in retaliation, the WB Officer, after consulting with the AEA President, shall arrange for appropriate disciplinary action to be taken against said AEA official, AEA employee, or representative of AEA.
- C.** The reporting of any Officer or Executive Director is suspected of misconduct shall be as follows: President to the Vice-president, Vice-president to the Treasurer, Treasurer to the Vice-president, Board members to the President and Executive Director to the General Counsel.

VII. Miscellaneous

- A.** Nothing in the WB Policy shall be interpreted or applied to deprive any person of any right that he or she may have under the AEA governing documents, a contract with AEA, or a statute. To the extent that the WB Policy is inconsistent with any such right, the right in the AEA governing document, contract with AEA, or statute shall take precedence.
- B.** Any person who believes that an AEA official or employee has engaged or is about to engage in misconduct is encouraged to exhaust the WB Policy before attempting to deal with the matter in any other forum.
- C.** All information and documents involved in the implementation of the WB Policy shall be treated as confidential, and the WB Officer shall make such information and documents available to others only on an "as needed" basis. To the extent relevant, all privileges, including the attorney/client and attorney work product privileges, shall apply to information and documents involved in the implementation of the WB Policy.
- D.** If a question arises as to whether the WB Officer has engaged or is about to engage in misconduct, the matter shall be dealt with by the AEA President.

SECTION B. 6
BUDGET DEVELOPMENT
Amended February 21, 2015

I. Annual Budget

- A.** The AEA Board of Directors shall prepare and adopt a two-year strategic plan and resource allocation, 'the budget,' in even-numbered years.
- B.** With each January 15th membership numbers (full-time equivalent count), the AEA Board of Directors shall adopt revisions to the current year budget and, if applicable, to the second year of the two-year budget which will be presented to the delegates at the next Delegate Assembly.
- C.** At its last official meeting of the fiscal year, the AEA Board of Directors shall consider any recommendations to subsequent fiscal year budget(s) as presented by its officers and/or Finance and Revenue Committee.
- D.** The annual budget of the Association, as adopted by the beginning of the fiscal year, shall be a balanced budget. The Association shall operate with a deficit only in unusual, urgent situations as defined by the Board of Directors.

II. Financial Administration

- A. Transactions**
 - 1. The Executive Director, Manager of Business Operations, and the Treasurer are authorized to sign checks and make withdrawals on bank, credit union, and investment funds.
 - 2. The Executive Director, Manager Of Business Operations, and the treasurer are authorized to deposit temporary surplus funds of the Association in accordance with the Bylaws and as described in letter C below.
- B. Conference/Workshop Attendance Expenditures**
 - 1. Only the AEA President and Executive Director may authorize the expenditure of AEA funds for members' participation at conferences.
- C. Depositories**
 - 1. The Board of Directors shall annually adopt a resolution specifying official depositories and authorized signators for the subsequent fiscal year.
- D. Letter of Credit**
 - 1. The AEA shall participate in the National Teachers Assistance Fund, Inc. Annually, the AEA Board of Directors shall allocate the appropriate per member assessment by the National Teachers Assistance Fund from the AEA Permanent Reserve Fund.

SECTION B. 7

INVESTMENT POLICY

Amended February 21, 2015

I. Policy Statement

The Arizona Education Association shall invest funds for the purpose of earning the highest yield possible at no risk of the principal.

II. Implementation Procedure

- A.** The AEA Board of Directors shall determine the official depositories for the funds of the Association. A list of institutions shall be provided to the Board of Directors annually for approval. All funds shall be insured by an agency of the Federal Government. Investments shall be made in Certificates of Deposit, Treasury Bills, Repurchase Agreements and Federal Agency Bonds.
- B.** Authority for placement and movement of invested funds shall be granted to the AEA Executive Director. The Executive Director may designate the Manager of Business Operations to act in his/her behalf.
- C.** The Manager of Business Operations shall oversee the investments and day-to-day management of the accounts.
- D.** The Treasurer shall provide a monthly investment report to the Board of Directors.
- E.** The AEA Investment Policy shall be reviewed in even-numbered years.

SECTION B. 8
ADVERTISING POLICY
Amended February 21, 2015

I. Policy Statement

- A. The Arizona Education Association shall permit advertising in AEA publications that meet the guidelines as outlined below.

II. Guidelines

- A. Advertising shall be placed in publications in accordance with the AEA-NEA Member Benefit program and agreements.
- B. No more than 25% of the space in any given publication may be devoted to advertising.
- C. Advertising which pertains to matters or items other than Association-sponsored programs shall be limited to products or services which are consistent with AEA-NEA members' goals and Resolution Statements and which will benefit AEA members.
- D. AEA will not accept the following advertising: advertising simulating editorial content; advertising for tobacco or alcoholic beverages; classified advertising; advertising deemed misleading or offensive to members, and inconsistent with the programs and purposes of the AEA.
- E. AEA will not accept advertising which is in competition with NEA and/or AEA sponsored suppliers, or political advertising, or preprinted advertising unless an exception is approved by the Executive Director.
- F. AEA reserves the right to revise, reject, discontinue or omit any advertising or part thereof. This right shall not be deemed to have been waived by acceptance or actual use of any advertising matter.
- G. All advertising must indicate if AEA is sponsoring or not sponsoring the product or supplier.
- H. Advertisements must be paid for in advance unless prior arrangements are made, or if advertiser contracts for space in more than one issue, client may be billed for subsequent ads.
- I. Publisher assumes responsibility for correcting errors in copy or for the addition of key numbers.
- J. Advertising may not be placed in Association publications without the advance approval of the Executive Director
- K. An advertising charge and procedures for implementation of this policy will be developed by the Executive Director. All costs incurred for soliciting or including advertisements in publications must be self sustaining.

SECTION B. 9
CAPITAL PURCHASE ON LEASE BASIS OR TIME PAYMENT
Amended February 21, 2015

I. Explanation

- A.** Capital expenses, such as furniture and fixtures, equipment, leasehold and building improvements, can absorb a great deal of cash. This can hamper the flow of cash within the organization to meet its everyday needs. One way of budgeting for a smoother allocation of cash is to purchase large cost items on a fixed monthly payment basis. This can be done by leasing or on a time payment plan.
- B.** Leasing is a method of purchasing an asset and obtaining ownership at the end of a given time. The lease is set up for a period of months at a fixed rate. Interest is charged at a fixed rate during the lease. At the end of the lease the Association can either purchase the asset, usually for \$1.00, or it can give it back to the leasing company. This method is used a great deal for computer systems where technology is constantly changing.
- C.** Purchasing on time is the same as purchasing an auto through a finance company. Interest is also charged during the duration of the obligation. At the end of the contract period the asset is owned by the Association without any additional expense.

II. Policy

The following policy is established to allow for the purchase of capital items, furniture and fixtures, equipment, leasehold and building improvements on a lease purchase or time payment basis:

- A.** The purchased item(s) must already have been approved in the current year's budget.
- B.** The contract must be reviewed by the current Association Treasurer, Business Manager and the Executive Director. They all must initial the contract indicating that they approve of the terms.
- C.** The interest being charged must not exceed more than five (5) percentage points of the current rate of interest that the Association is receiving on its long-term investment (or would be as quoted by the investment group that the Association is currently using).
- D.** Total yearly payments cannot exceed one percent (1%), excluding the appropriation to the property fund, of that year's current annual budget. This would include all lease and installment payments for capital expenses.
- E.** All lease agreements will state the purchase price at the end of the lease to be \$1.00.

SECTION B. 10
REQUEST FOR FUNDS / SPONSORSHIP
Amended February 21, 2015

I. Policy Statement

- ◆ A. AEA can make contributions to other charitable or civic organizations or promote ventures with the approval of the AEA President or the AEA Board of Directors.
- ◆ B. Members' dues money are to be spent for the promotion of the AEA.

II. Sponsorship

- ◆ A. AEA sponsorship of other organizations workshops, meetings, shall be limited to publication in an appropriate AEA publication, if the subject matter of such meeting is in accordance with the AEA/NEA Resolutions documents, and is of educational interest to the general membership.
- ◆ B. AEA dues money will not be distributed to other organizations for the promotion of their agenda.

III. Procedures

- ◆ A. The AEA President may authorize sponsorship and contributions that are covered by the provisions of this policy and shall report those authorizations to the Board of Directors.
- ◆ B. Any request not covered by this policy shall be presented to the Board of Directors for action.

SECTION C. 1
AEA DEFENSE FUND GUIDELINES
Amended December 6, 2008

I. Purpose

The Arizona Education Association Defense Fund ("Defense Fund") provides funds for employment-related legal problems of individual members. The Defense Fund primarily is intended to defend members in adverse job actions initiated by their employers. It also assists members by providing legal consultations on various employment-related matters, such as working conditions, fringe benefits, and salary disputes. The Defense Fund usually provides funds jointly with the National Education Association Unified Legal Services Program ("NEA ULSP").

II. Exceptions

The Arizona Education Association ("AEA") Board of Directors may approve exceptions to these guidelines.

III. Budget

The amount to be budgeted for the Defense Fund each year shall be established by the AEA Board of Directors.

IV. Covered Matters

An AEA active member may be eligible for funding under these guidelines in disputes which arise out of employment-related activities where the member's employment status may be or has been adversely affected.

- A. Dismissals, Certificate Revocations, and Long-Term Suspensions:** The Defense Fund will fund legal representation to defend a member at the first level of due process as detailed in state law or school district policy. The "first level of due process" is a hearing before a school district governing board, other administrative agency, or designated hearing officer. Where due process is not detailed in state law or school district policy (such as certain probationary contract non-renewals and educational support professional terminations), the Defense Fund generally will fund an initial legal consultation to help evaluate the member's legal rights. Additional representation may be provided by an AEA-assigned attorney or AEA staff. Staff or local leaders generally represent members on evaluation problems and in minor discipline matters such as reprimand and short-term suspension cases.
- B. Denial of Contract Benefits and Other Employment Rights:** The Defense Fund generally will fund an initial legal consultation to help evaluate the member's legal rights when an employer denies contract benefits or other employment rights. Such cases may include denial of salary, leave, fringe benefits, tenure, or due process. Additional representation may be provided by an AEA-assigned attorney or AEA staff. The Defense Fund will not fund additional legal representation until after the member has exhausted the remedies provided by local grievance procedures and government agencies. The Organizational Consultants and General Counsel shall advise members of these possible remedies.
- C. Criminal Defense.** The defense fund will fund legal representation up to \$1,000 to defend a member in a criminal investigation or proceeding arising out of employment-related activities. At the discretion of General Counsel, the defense fund may fund an additional \$500 in criminal defense costs, including but not limited to polygraph exam expenses. Additional criminal defense expenses are subject to the terms of the EEL Insurance Program and may be covered only when a member is exonerated on employment-related criminal charges. Member agrees that AEA will be reimbursed from insurance proceeds for attorney fees paid for by AEA.
- D. Court Cases:** Upon recommendation of the General Counsel and approval by the AEA Board of Directors, the Defense Fund may fund a very limited number of court cases, including class actions and amicus briefs. If timelines require approval prior to the next meeting of the Board of Directors, funding may be approved by a unanimous decision of the AEA President, Vice-President, Executive Director, and General Counsel. The Executive Director shall report the funding approval at the next meeting of the Board of Directors. AEA shall determine which specific cases are funded. No member is automatically entitled to funds for a court action.
- E. Specialized Legal Assistance:** At the discretion of General Counsel, the Defense Fund may be used to

obtain specialized legal assistance on employment-related issues such as immigration and defamation matters. This assistance generally is a limited consultation by an outside attorney with General Counsel, staff attorney, staff, or the member.

V. Excluded Matters

- A. Worker's Compensation and Unemployment Insurance Cases: The Defense Fund will not finance Worker's Compensation and Unemployment Insurance cases.
- B. Personal Injury and Defamation: The Defense Fund will not finance cases in which a member is the plaintiff in a civil action seeking damages for personal injury, defamation and similar civil liability actions seeking non-contract damages. (When a member is a defendant in these types of cases, the defense expenses are subject to the terms and conditions stated in the NEA Educators Employment Liability ("EEL") insurance program.)
- C. Civil Liability Defense, and Other Matters Covered by an NEA Insurance Program: The Defense Fund will not finance any civil liability defense expenses, except an initial consultation regarding employment-related rights. Civil liability defense expenses are subject to the terms of the EEL insurance program, and may be covered only when a member sued by parents or students for conduct in the course of employment.
- D. Against Association or Another Employee: The Defense Fund will not finance cases in which a member seeks legal action naming the NEA, AEA, or any affiliate as a defendant, or takes a position adverse to an association's interest or position. The Defense Fund will not finance cases in which a member names another member as a defendant, except when the member's employment status has been adversely affected.
- E. An Employee Acting as a Management Representative: The Defense Fund will not finance cases in which the member is being challenged by a rank-and-file employee or employee organization as a result of an action taken by the member as a management representative.
- F. Witnesses: The Defense Fund will not finance legal services to witnesses, except for an initial consultation for an active member who may suffer adverse employment action as a result of his or her testimony.

VI. Obtaining Funds For Legal Services

- A. Application Form: A member desiring Defense Fund financing of legal services should consult the assigned Organizational Consultant and complete a Defense Fund application.
- B. Initial Consultation: The Organizational Consultant may refer the member for an initial legal consultation of up to two hours by providing General Counsel with a completed Defense Fund application or a verbal request followed up by a Defense Fund application. In the event of an emergency, the Organizational Consultant may refer a member directly to AEA-approved outside counsel for an initial consultation of up to two hours. An emergency is defined as a situation in which action is needed within three days and the General Counsel or designee is not available.
- C. Assignment of Attorney: The General Counsel or designee shall assign the attorney(s) to each case, except that in an emergency an Organizational Consultant may refer a member to an AEA-approved attorney for an initial consultation.
- D. Change of Attorney: Requests from members for a change in attorney shall not be granted except in unusual circumstances, such as conflict of interest, inability of the attorney to represent the member, and attorney resignation. A member must notify the General Counsel of a request to change the assigned attorney as soon as possible, and the General Counsel shall respond within thirty (30) calendar days. Denial of the request may be appealed as provided in Section X.

If a member is dissatisfied with an assigned attorney's performance, strategy, or progress of the case, the General Counsel shall consult with the member and the assigned attorney to assist in resolving the problem. The General Counsel may provide the member with a second opinion from another attorney.

- E. General Counsel Approval Needed for Additional Legal Services: The General Counsel or designee must approve all legal services beyond the initial consultation. Failure to obtain advance approval may

result in member liability for additional services. The General Counsel determines the extent to which a member's case is pursued. Funding approval is required for each phase of legal representation, such as initial consultation, investigation and negotiation, administrative hearing, court case, and appeal.

- F. Only AEA-Assigned Attorneys: The Defense Fund shall only finance legal services provided by approved AEA-assigned attorneys.
- G. Appeals: Appeals of an unsuccessful case after the first level of due process are not automatically funded and require a separate application.
- H. Payment Liability: AEA and the Defense Fund are liable for payment of legal expenses only if the member was referred to an AEA-assigned attorney and all legal services were approved in advance in accordance with these guidelines.
- I. General Counsel Administers the Defense Fund: General Counsel administers the Defense Fund and determines the extent to which a member's case is pursued. When General Counsel is unavailable, General Counsel or the Executive Director will name a manager, staff attorney, or other staff member as General Counsel's designee and notify the legal services associate staff member(s).
- J. Non-ULSP Legal Services: In the discretion of General Counsel, the Defense Fund may be used to provide limited legal services that are not reimbursed by the NEA ULSP. Examples of appropriate situations include, but are not limited to, providing opinion letters or legal analyses of employment-related issues of general interest; assisting individuals who are initially and reasonably believed to qualify for ULSP funding, but who are subsequently found to be ineligible; assisting individuals who would have qualified for ULSP funding when the problem arose, but who no longer are eligible; and providing legal services to address AEA or local association problems. The Defense Fund shall not be used for corporate legal expenses of AEA or its local affiliates. General Counsel shall periodically report to the AEA Board of Directors on the total amount spent on non-ULSP legal services. For more than ten (10) hours of legal services on any one matter, a unanimous decision of the AEA President, Vice-President, Executive Director, and General Counsel is required.

VII. Member Eligibility, Rights, and Responsibilities

A member is eligible for funding under the following circumstances:

- A. Active Association Membership: The member must have been an active member at the time of the occurrence (the alleged conduct that gave rise to an adverse employment action) and an active member at the time of the adverse employment action. The member must continue active or reserve membership, as applicable, during the course of legal representation.
- B. Reimbursement of Attorney Fee Awards: In order to be eligible for representation under these guidelines, the member must agree to reimburse AEA/NEA for attorneys' fees, court costs, and expenses incurred on the member's behalf in the event a member prevails on his or her claim and is awarded monetary damages, or receives a monetary settlement or insurance proceeds in excess of the member's actual financial loss. Where a specific portion of a damage award or monetary settlement is designated as attorneys' fees, costs or expenses, the member must reimburse AEA/NEA that specified amount. AEA/NEA is entitled to a lien on any monetary award or settlement equal to AEA/NEA's right to reimbursement.
- C. Cooperation: The member must cooperate with reasonable requests from the AEA- assigned attorney.
- D. Limited Waiver of Confidentiality: The member must agree to a limited waiver of confidentiality and attorney/client privilege. In order to assist the member, it may be necessary for AEA staff, officers, committees, and assigned attorneys to share information about the member and his or her employment problem. AEA staff, officers, committees, and AEA-assigned attorneys shall maintain reasonable confidentiality under the circumstances. Communications with AEA Organizational Consultants and other non-legal staff may not be protected by the courts as confidential, privileged communications. Staff may be required to disclose information if placed under oath or upon court order. Therefore, members should not confess illegal conduct or other extremely confidential information to anyone except an assigned attorney.

VIII. Criteria For Funding Court Cases

The following factors, and any other reasonable criteria, may be used by AEA to review funding requests:

- A. Application: Whether the member has completed a Defense Fund application and provided supporting documents;
- B. Staff Evaluation: Whether Organizational Consultants have evaluated the case and made a recommendation;
- C. Membership: Whether the applicant was an active member at the time of the occurrence, was an active member at the time of the adverse employment action, and will maintain active or reserve membership, as applicable, during the course of legal representation;
- D. Meets Guidelines: Whether the case meets the guidelines of the Defense Fund and the guidelines for reimbursement by the NEA ULSP;
- E. Exhaustion of Other Remedies: Whether the member has exhausted all local and governmental remedies;
- F. Viable Legal Theory: Whether there is a viable legal theory upon which a lawsuit can be based;
- G. Merits: Whether there is a reasonable likelihood of success, based on the facts, evidence, and applicable law;
- H. Actual Harm: Whether the action complained of resulted in actual prejudice or injury to the member's employment rights;
- I. Statewide Impact: Whether resolution of the issues involved in this case will benefit members throughout the state; and,
- J. Adequate Funding: Whether adequate funding is available.

IX. Withdrawal Of Funding Approval

General Counsel may withdraw funding approval in the following cases:

- A. The member does not fully cooperate or freely assist the assigned attorney by meeting with the attorney upon request, providing documents and witness information, and responding to other reasonable requests by AEA or the assigned attorney.
- B. An investigation reveals that the facts, as alleged by the member and upon which the member bases the claim, are not true.
- C. The member rejects a reasonable settlement, as recommended by the assigned attorney. If the member disputes the reasonableness of the proposed settlement, the member may request a consultation with another AEA-assigned attorney to provide a second opinion.
- D. There is little or no likelihood of success due to changes in the law, available evidence, or other newly discovered factors.
- E. If a member voluntarily withdraws legal action prior to the hearing or trial without AEA agreement, the member shall be personally responsible for any attorneys' fees incurred to date.

X. Appeals Of Funding

Any member who believes he or she has been denied Defense Fund funding, access to AEA-assigned attorneys, or legal services in any adverse employment situation may appeal that decision using the following process:

- A. Appeal to General Counsel: Upon notification of denial of legal services by AEA, the member may submit an appeal to the General Counsel at AEA Headquarters. The appeal must be in writing, but may be submitted in any format. The appeal must state the specific remedy requested and be submitted within thirty (30) calendar days after the denial. If the member has not already done so, the member must provide the General Counsel with a completed "Defense Fund Application" and attach all relevant documents. The General Counsel shall respond to the member within thirty (30) calendar

days from receipt of the appeal. The General Counsel shall review both the merits and procedures of denial.

- B. Appeal to Executive Director: If the General Counsel denies the requested remedy, the member shall have the right to appeal to the AEA Executive Director. The appeal must be in writing, but may be in any format. The appeal must state the specific remedy requested and be submitted within thirty (30) calendar days following the General Counsel's denial. The Executive Director, or designee, shall respond in writing to the member within thirty (30) calendar days from receipt of the appeal.
- C. Appeal to NEA: If the Executive Director also denies the requested remedy, the member shall have the right of appeal to the NEA. The NEA appeal is based on a procedural review to ensure that the state association has followed its adopted policies and procedures. The NEA review is not based on the relative merits of the case. AEA shall cooperate with the NEA review.

Members must submit a written appeal to NEA within ninety (90) calendar days of the denial by the Executive Director. The written appeal to the NEA shall be addressed to:

Collective Bargaining and Member Advocacy
National Education Association
1201 Sixteenth St., N.W.
Washington, D.C. 20036

- D. Member Responsibility for Deadlines During Appeals: During the appeal period, the member is responsible for meeting all legal deadlines or other due dates regarding his or her case.

XI. Guidelines For AEA-Approved Outside Counsel

- A. General Counsel administers the Defense Fund, selects attorneys to represent members in employment matters, and makes agreements with attorneys for services and fees.
- B. Attorneys shall be spread geographically insofar as possible.
- C. Additional attorneys may be retained where back-up is needed in case of specialization or conflicts of interest.
- D. General Counsel or designee will refer members to appropriate attorneys for initial legal consultations and approve funding for each additional phase of legal services. In emergencies, Organizational Consultants can refer members to an AEA-approved attorney for an initial consultation up to two hours. To exceed this amount, the case must be approved by General Counsel or designee and conform with these guidelines.

XII. Nondiscrimination

There shall be no discrimination against applicants for legal services on the basis of race, color, national origin, creed, religion, gender, sexual orientation, age, handicap, marital status, or economic status.

SECTION C. 2
EMERGENCY ASSISTANCE FUND GUIDELINES
Amended February 21, 2015

I. Policy Statement

- A. The AEA Emergency Assistance Fund shall be a part of the AEA budget each year.
- B. The Board of Directors shall maintain an Emergency Assistance Fund account balance as it deems necessary.

II. Use of Funds

- A. Money from the Emergency Assistance Fund shall be withdrawn and used exclusively as specifically authorized by the Board of Directors and only for the following purposes:
 - 1. A special campaign to oppose initiatives, referendums, and legislation deemed to be contrary to the interest of the AEA and education in the State of Arizona or to assist in efforts undertaken through the Education Improvement Fund;
 - 2. Resolution of controversies occurring between the AEA or its affiliates and other organizations or governmental entities and in major education issues;
 - 3. Impasse resolution assistance taken by the AEA or by any of its affiliates when taken with AEA support and backing, involving contract negotiations, that include mediation, arbitration, or impasse.
- B. An amount up to \$3,000 may be spent for any of the above purposes from the fund, without prior Board of Director approval, to meet an immediate and compelling crisis as agreed upon by the President, Treasurer, and Executive Director of AEA, with prompt report and accounting to be made to the Board of Directors.

III. Crisis Determination

- A. In assessing the importance of a given crisis calling for use of money from the Emergency Assistance Fund, the Board of Directors shall take into consideration the following factors:
 - 1. Effect on the AEA, its purposes and the well being of education in Arizona;
 - 2. Effect on and benefit to the educators of the State;
 - 3. Availability of funds from other sources, such as regular AEA budget lines, AEA Defense Fund, and others;
 - 4. The possibility of funding assistance from the local, the NEA and other organizations having a common concern in solution of the problems;
 - 5. Arrangements for three-way funding of crisis effort by the AEA, NEA, and the local should be favored; and
 - 6. Any reasonable means or arrangement of re-payment/reimbursement of the Emergency Assistance Fund so as to replenish the same for future crisis use.
 - 7. Recommendations by the AEA Assessment Board in accordance with the Crisis Assessment Guidelines.
- B. Emergency Assistance Fund money shall not be expended for the employment of regular staff paid from AEA budgeted funds, but the services of an expert or person of unusual skills may be contracted for from the Fund to serve, on a temporary basis in a given crisis, as an independent contractor. Temporary staff replacement may be paid for from the Fund where a staff member is assigned to work exclusively in a given crisis situation and a general staff replacement is required for a period not to exceed one year.

IV. Fund Administration

- A. The Emergency Assistance Fund shall be administered by the Executive Director as provided herein. Requests by the Executive Director to the Board of Directors for use of the Fund shall be accompanied by a projected budget and plan for dealing with the crisis involved.
- B. Detailed books, records, and accounts shall be maintained concerning the Emergency Assistance Fund and an annual accounting shall be made to the Board of Directors and Delegate Assembly, except that more frequent accounting may be required by the Board of Directors. Any AEA member may review the records of the Fund by arrangement with the Executive Director.

SECTION C. 3
PERMANENT RESERVE FUND
Amended February 21, 2015

I. Policy Statement

- A. The purpose of the Permanent Reserve Fund is to build a large enough reserve so that the AEA does not need to borrow funds each year to cover the cash flow of the organization and to establish a permanent reserve fund balance of fifteen (15) percent of the current year's budget.
- B. The AEA Permanent Reserve Fund shall be an account separate from the general AEA funds and shall be subject to all fiscal provisions of the AEA Constitution and Bylaws.
- C. All interest, together with funds placed in the Permanent Reserve Fund by action of the Board of Directors, shall remain in the fund on an on-going, year-to-year basis and shall not be co-mingled with any other budget, or non-budgeted funds.

II. Source of Funds

- A. The Board of Directors shall annually attempt to budget \$30,000 to contribute to the fund until the fund has attained a balance of \$600,000. Once this balance has been achieved, the Board of Directors shall annually attempt to budget \$30,000 to contribute to the fund until the fund has a balance equaling fifteen (15) percent of the current year's budget.
- B. At the close of each budget year, all unencumbered income in excess of expenditures shall be placed in the Permanent Reserve Fund.

III. Use of Funds

- A. Money from the Permanent Reserve Fund used for cash flow must be replaced by February 1st following the disbursement of funds.
- B. Requests to the Board of Directors for use of the fund for matters other than cash flow purposes shall be accompanied by detailed financial information including the projected impact on the fund balance of the AEA.
- C. Disbursement of the Permanent Reserve Fund requires a two-thirds (2/3) vote of the AEA Board of Director members in attendance at such meeting requesting the funds.

SECTION C. 4
AEA EDUCATION IMPROVEMENT FUND
Amended December 5, 2015

I. Policy Statement

- A.** To fulfill its commitment to students and education employees, AEA must build its funding base to assist in efforts to improve the educational quality and equality in Arizona.
- B.** To build this funding base, every member will be asked to make an annual, voluntary contribution to the AEA Education Improvement Fund (EIF). There will be an annual fundraising event for the EIF.
- C.** The purpose of the EIF is to provide financial assistance to political and legislative measures impacting education quality and equality.

II. Guidelines

- A.** EIF shall be a separate account in the AEA budget. All donations, and any other funds placed in the account plus interest, shall remain in the fund on an on-going year-to-year basis.
- B.** Funds may be used for campaigns for an initiative or a referendum which AEA has taken a position to support or oppose. EIF may be used for all aspects of a campaign including and not limited to external (public information), such as public and community relations, and internal (member information) campaigns, obtaining signatures for initiatives, voter registration drive, consultants, campaign managers.
- C.** The Executive Director may develop a campaign plan to support or oppose the ballot proposition. The Board of Directors shall authorize the use of EIF allocations.
- D.** EIF shall be accounted for in an individual budget and monthly financial statement.

SECTION C. 5
CAPITAL / TECHNOLOGY FUND
Amended March 28, 2015

I. Policy Statement

- A. The purpose of the Capital/Technology Fund is to establish a designated fund for the replacement of capital equipment/technology in excess of \$1,000.00.
- B. The Capital/Technology Fund shall be an account separate from the general AEA funds and be subject to all fiscal provisions of the AEA Constitution and Bylaws.
- C. All interest, together with funds placed in the Capital/Technology Fund by action of the Board of Directors, shall remain in the fund on an on-going basis and shall not be co-mingled with any other budget, or non-budget funds.

II. Source of Funds

- A. The Capital/Technology Fund will be funded each fiscal year by the amount allocated in the AEA budget for depreciation expense.
- B. Interest earned from the Capital/Technology Fund.
- C. Any additional allocation approved by the AEA Board of Directors.

III. Use of Funds

Funds from the Capital/Technology Fund will be used to acquire new and/or replace existing capital items and groups of purchases that relate to each other, i.e., computer hardware and software and warranties costing over \$1,000.00, and all items related to furniture and fixtures, etc.

SECTION C. 6
FACILITIES FUND
Amended March 28, 2015

I. Policy Statement

- A. The purpose of the Facilities Fund is to establish a designated fund for the purpose of maintaining the AEA Headquarters site and any owned Regional Offices.
- B. The Facilities Fund shall be an account separate from the general AEA funds and be subject to all fiscal provisions of the AEA Constitution and Bylaws.
- C. All interest, together with funds placed in the Facilities Fund by action of the Board of Directors, shall remain in the fund on an on-going basis and shall not be co-mingled with any other budget or non-budget funds.

II. Source of Funds

- A. The Facilities Fund will be funded each fiscal year by the amount allocated in the AEA budget for depreciation expense.
- B. Interest earned from the Facilities Fund.
- C. Any additional allocation approved by the AEA Board of Directors.

IV. Use of Funds

Funds from the Facilities Fund will be used for major repairs of the AEA Headquarters office and any owned Regional Offices (e.g. replacement of air conditioning units, carpeting, major plumbing projects, roofing projects, etc.)

SECTION C. 7
COMPENSATED ABSENCE FUND
Amended March 28, 2015

I. Policy Statement

- A. The purpose of the Compensated Absence Fund is to establish a designated fund for funding employee vacation and/or sick leave accrual as reflected on the compensated absence schedule accepted by the AEA auditors.
- B. The Compensated Absence Fund shall be an account separate from the general AEA funds and be subject to all fiscal provisions of the AEA Constitution and Bylaws.
- C. All interest, together with funds placed in the Compensated absence Fund by action of the Board of Directors, shall remain in the fund on an on-going basis and shall not be co-mingled with any other budget or non-budget funds.

II. Source of Funds

- A. If necessary, the Compensated Absence Fund will be funded each fiscal year by the amount allocated in the AEA budget for the Employee Benefit Reserve. Any excess funds will be transferred to the AEA general checking account.
- B. Interest earned from the Compensated Absence Fund shall remain in the account. Once the Fund has been fully funded, then such interest will revert to the AEA general budget.
- C. Any additional allocation approved by the AEA Board of Directors.

V. Use of Funds

- A. Funds from the Compensated Absence Fund will be used to compensate eligible employees for any unused vacation and/or sick leave accrual that they may have earned as an employee of the AEA, per the staff bargaining unit contract or management contract.

SECTION D. 1
UNISERV GUIDELINES
Amended December 5, 2015

I. Policy Statement

- A. The Arizona Education Association subscribes to the National Education Association UniServ policy and shall participate in the UniServ program as established by the National Education Association.
- B. The Arizona Education Association believes it is the role of the Organizational Consultant staff to assist and develop local affiliates according to the missions and strategic objectives of AEA and NEA and with responsiveness to those affiliates.
- C. Arizona Education Association Organizational Consultant personnel and offices will function as support and assistance to affiliates in the development of strong, effective empowered local affiliates.

II. Purposes

- A. The Arizona Education Association-National Education Association UniServ Program is a cooperative AEA/NEA/local affiliate program that is designed to (1) implement the common agendas of the local, state and national associations, and (2) establish and maintain effective local affiliates by making professional staff available to provide direct support and assistance to local affiliates and active members on an on-going basis.
- B. The Arizona Education Association-National Education Association UniServ Program shall create equitable distribution of and access to association programs and support regardless of geography or density of the membership population.
- C. The Arizona Education Association-National Education Association UniServ Program shall bring all units together into a cohesive, effective association of school employees.

III. Definitions

- A. UniServ/Organizational Consultant: Terms used by the National Education Association and Arizona Education Association for the field assistance and organizing program. For the purposes of this policy, "Organizational Consultant" and "UniServ" are interchangeable.
- B. Local affiliate: A single association affiliated with AEA/NEA.
- C. Organizational Consultant Unit (OC Unit): Locals assigned to an Organizational Consultant.
- D. Organizational Consultant Region (OC Region): Locals assigned to a regional office.
- E. Organizational Consultant Clusters (OC Clusters): Clusters of locals within or among OC units or regions.
- F. State UniServ Unit: An OC unit consisting of one or more local affiliates, (1) in which the AEA is for legal purposes the employer of the Organizational Consultant staff, and has the authority to determine the salary, hours, and working conditions of such staff, and (2) that is included in a statewide field assistance and organizing program that has been developed by, and is under the operational control of, the AEA.
- G. Local Option UniServ Unit: An OC unit in which a single local affiliate (1) is for legal purposes the employer of the OC staff and has the authority to determine the salary, hours, and working conditions of such staff, and (2) has control over the structure and operation of the field assistance and organizing program in the unit.
- H. Organizational Consultant: Any person employed under the terms of the AEA/AEASO contract in a full-time position that has been approved by NEA for UniServ funding.
- I. United Education Profession Services: Local, State, and National Association Services.

IV. Eligibility for Participation

Affiliated locals of the NEA/AEA are eligible to participate in the UniServ program. All locals shall be assigned to state Organizational Consultant units.

V. Organizational Consultant Unit Status Conversion Procedure

A. Local option OC units or state OC units may petition the executive director and Board of Directors for conversion to a different status of OC unit option.

1. The OC unit's written application, consisting of a letter outlining the rationale, financial impact and sustainability, and unit's indication of support by a governance body for the conversion, must be submitted to the executive director by January 15.
2. The AEA president shall appoint a subcommittee of the Board of Directors to review the written application and make a recommendation to the AEA Board of Directors.
3. The AEA Board of Directors may approve the request as budget and other considerations permit.
4. If approved by the Board of Directors, the change in status shall occur September 1.

B. The local option OC unit shall agree:

1. To provide all United Education Profession services to all members in an equitable manner.
2. To abide by the AEA Affirmative Action plan or to provide AEA with a copy of the unit's adopted policy which must be approved as acceptable to the AEA Board of Directors.
3. To evaluate each Organizational Consultant at least annually in accordance with an evaluation procedure established by the employing governing body. AEA management will have input into Organizational Consultant performance outcomes and evaluations. The procedural policy shall be filed with and approved by the AEA Board of Directors.
4. To conduct an annual audit or review of the local's financial statements and/or budget as required by the NEA and shall provide such audits or reviews to the AEA Board of Directors.
5. To provide twenty (20) days of staff time annually for each Organizational Consultant employed to AEA/NEA for the purposes of training and shared staff utilization.

VI. Local Option Funding and Contract

A. The Arizona Education Association will fund a local option unit using the following formula:

1. As of January 15, the local option unit will be eligible to receive one (1) NEA UniServ funding grant for the following fiscal year, for each 1,200 active (certified and/or classified) members or the average number of active members assigned to state field OCs, whichever is larger. No proration of a UniServ funding grant will be made for any active membership count that is more or less than the membership per unit calculation used.
2. Adjustments due to resignation or replacement of personnel which affect the calculations in 1 above shall be completed within 30 days of the personnel change. If a vacancy is not filled within 30 days, AEA funding for that position will cease until the replacement's compensation commences. The NEA grant will end at the time NEA ceases to make payment and will continue when NEA resumes payment for the unit(s).
3. A contractual agreement shall be written between AEA and the local option unit for AEA and NEA funding. AEA funding shall be limited to item 1 above.

VII. Employment Procedures

- A.** Employment of local option unit Organizational Consultant staff shall be made by the local association, consistent with its Constitution and bylaws, and shall be subject to state and national approval.
- B.** State Organizational Consultants shall be employed by the Arizona Education Association.
- C.** Employment and assignment of state Organizational Consultants shall be by the AEA Executive Director with input from the locals within the OC unit.
- D.** If the staff of a disbanding local option OC unit has a favorable working record as determined by the AEA Management, and staff is interested in AEA employment, then the staff person may be offered available positions consistent with AEA/AEASO Contract and AEA Board Policy.
- E.** In the event of a vacant Organizational Consultant position the AEA Executive Director will provide interim assistance to the region as expeditiously as possible and in consultation with local president(s) and AEA regional director(s) whenever possible.

VIII. Organizational Consultant Clusters

- A.** Clusters of locals within, or among, OC units or regions may be formed for information sharing, organizing support, training and/or planning. Activities of the cluster(s) will be developed mutually by the Organizational Consultants, regional director(s), local leaders and the AEA field manager.
- B.** OC clusters shall not constitute a governance body.
- C.** Funding
 - 1. Funding will be provided to each state OC unit to support cluster activities, such as mileage, materials, refreshments, or site costs.
 - 2. Funding guidelines will be determined annually by local presidents (or designee), Organizational Consultants, regional director(s) and the AEA field manager.

IX. Training and Career Development

The National Education Association UniServ funds for training and career development shall be used to provide for attendance at NEA and/or other specialized training and educational activities as approved by the governing body of the local option OC Unit for local option Organizational Consultants and by the AEA for state Organizational Consultants.

X. Evaluation

NEA, in cooperation with the AEA, may conduct an evaluation of the state-wide UniServ program according to the National Education Association Guidelines on unit evaluations.

XI. Staffing and Alignment

- A.** The following factors will be considered in assigning locals to an Organizational Consultant unit to create a balance within each OC unit that assures quality staff support.
 - 1. Membership assigned to an Organizational Consultant;
 - 2. Geographic location of the affiliates, including proximity of locals within a unit;
 - 3. Number of affiliates assigned to an Organizational Consultant;
 - 4. Membership potential
 - a. growth potential
 - b. growth viability
 - c. percentage of potential
 - 5. Affiliate activity level
 - a. non-affiliate
 - b. ESP affiliate
 - c. newly-organized affiliate
 - d. capacity
 - e. level of involvement
- B.** Annually, the Executive Director will review the alignment criteria and determine if and where OC units are out of compliance as of January 15 membership figures or other factors used. The Executive Director shall report findings to the AEA Board of Directors with recommendations, if any.

XII. Realignment and reconfiguration processes

- A.** Definitions
 - 1. Realignment: (1) when an Organizational Consultant is added to or subtracted from the state total, or (2) when local(s) are moved from one OC region to a different OC region.
 - 2. Reconfiguration: (1) when local(s) are moved from one OC unit to a different OC unit within the same OC region, or (2) when changes are made to the division of responsibilities among Organizational Consultants.
- B.** Realignment or reconfiguration can be initiated when:
 - 1. AEA is out of compliance with the factors in XI. B.
 - 2. AEA has a significant change in membership and/or membership disbursement.
 - 3. A local affiliate, Organizational Consultant, or manager initiates the request.
 - 4. A new project or innovation to provide for more effective staff support is implemented.
- C.** Realignment procedures

1. Individual(s) requesting the realignment shall notify the Executive Director.
 2. If the executive director concurs with the request, the Executive Director shall institute the realignment process.
 3. Realignment process:
 - (a) The AEA President will appoint a member of the AEA Board of Directors and 4 local leaders and the AEASO President will appoint 4 staff members who will make up the realignment committee. The committee will be facilitated by the AEA Manager of Field Services and Organizing.
 - (b) The realignment committee will review the AEA Board Policy Section 13 XI, current assignments of local associations to OCs and the current AEA internal environment.
 - (c) An interest-based approach will be used to develop a list of interests, including both leader and staff interests, options to meet the interests, and standards to measure the options and narrow the list of possible solutions. A consensus process will be used to reach agreement on the final proposal.
 - (d) The AEA President shall appoint a subcommittee of the Board of Directors to review the proposal and to present a report to the Board of Directors regarding the proposal. The report shall include the advantages and disadvantages of the proposal.
 - (e) The affected locals, Organizational Consultants, and regional directors shall be notified of the realignment consistent with the AEA/AEASO agreement.
 - (f) Managers shall implement the realignment consistent with the AEA/AEASO agreement.
 4. Reconfiguration procedures
 - (a) Individual(s) requesting the reconfiguration shall notify the executive director of proposed changes.
 - (b) If the Executive Director concurs with the proposed changes, the Executive Director shall notify the affected locals and Organizational Consultants and provide them an opportunity for feedback about the proposal.
 - (c) The Executive Director shall notify the AEA Board of Directors and the Organizational Consultants of the reconfiguration including the response from the locals affected by the reconfiguration. Changes in staff assignment will be consistent with the AEA/AEASO agreement.
 - (d) Managers shall implement the reconfiguration, consistent with the AEA/AEASO agreement.
- D. Local affiliate appeal process for realignment and/or reconfiguration:**
1. If a local affiliate objects to a realignment or reconfiguration, the local president may appeal in writing to the AEA President.
 2. The AEA President shall appoint a subcommittee of the Board of Directors to review the realignment or reconfiguration. The subcommittee shall determine its procedures for the appeal. Local presidents affected, both opposing and supporting, and managers shall have the opportunity to present to the subcommittee their rationale.
 3. The subcommittee shall make a final recommendation to the Executive Director, whose decision shall be final. The Executive Director shall report the decision to the AEA Board of Directors and affected locals and staff.

SECTION D. 2
MEMBER DATA* POLICY
Amended December 1, 2012

I. Provisions for use and request of member data

- A. Member address data in print or electronic form may be provided to individuals, groups, or governmental agencies if the use is clearly beneficial to AEA members or public education.
- B. All requests for member data shall be in writing and state the proposed use of the address information.
- C. Requests shall be individually reviewed and must be approved by the Executive Director and/or AEA President. The review shall include determination of the charges to apply and the format in which AEA will provide the data.
- D. Member data may not be reproduced in any manner, shared with others, or retained for future use without written permission from the AEA Executive Director and/or AEA President.

II. AEA local affiliates and members

A local association may request the use of member data contained in the AEA/NEA Information Management System (IMS) to be used in local elections (e.g. county elected positions, city elected positions, school boards) provided that the following three (3) conditions have been met:

- A. Any communications containing the signature of an AEA Officer(s) or AEA Board of Directors member shall have been approved in its final form by the AEA President or designee.
- B. Any communications containing the signature of a local association elected representative(s) shall have been approved in its final form by a representative governing body of the local association and a statement approving participation by the local elected representative(s) shall be forwarded to the AEA President.
- C. All other procedures and policies regarding the use of member data shall apply.

III. Non AEA Organizations

- A. AEA endorsed Member Benefit programs and companies may be provided member address data for literature devoted exclusively to the endorsed product. The literature must be reviewed and approved by AEA staff liaison for Member Benefits. Member address data shall be provided at the cost of two and one-half cents (2 ½) per name.
- B. Member address data may be provided to candidates recommended by the AEA Fund For Public Education at a cost as determined by the AEA.

* The term data shall also include printed and/or electronic information

SECTION D. 3
COLLECTION AND DISTRIBUTION OF ASSOCIATION DUES
Amended October 26, 2013

I. Policy Statement

Association dues, EIF contributions, AEA Foundation contributions, and Political Action Committee (PAC) contributions are collected by the AEA.

II. Distribution and Transmission to Local Associations

- A.** The distribution of dues and political action committee (PAC) contributions to local associations will be transmitted according to the following schedule:
- September 20: no reimbursement for the month of September
 - October 20: 90% of the obligation collected minus previous reimbursements
 - November 20: 90% of the obligation collected minus previous reimbursements
 - December 20: 90% of the obligation collected minus previous reimbursements
 - January 20: 90% of the obligation collected minus previous reimbursements
 - February 20: 90% of the obligation collected minus previous reimbursements
 - March 20: 90% of the obligation collected minus previous reimbursements
 - April 20: 90% of the obligation collected minus previous reimbursements
 - May 20: 90% of the obligation collected minus previous reimbursements
 - June 20: 90% of the obligation collected minus previous reimbursements
 - July 20: 90% of the obligation collected minus previous reimbursements
 - August 30: 100% of the obligation collected minus previous reimbursements
- B.** Local associations may request interest free advances of up to 90% of local dues for the current fiscal year only.
- C.** Local associations are required to complete and return to the AEA the local association annual report form for each fiscal year. Local association dues will not be transmitted to the local until AEA has received this report.

SECTION D. 4
COLLECTIVE BARGAINING POLICY
Amended March 28, 2015

I. Policy Statement

- A. The Arizona Education Association believes in the necessity of employees bargaining collectively with their governing boards to establish, maintain, protect, and improve terms and conditions of employment. Bargaining collectively includes activities where the administration meets with and discusses improvements to aspects of employment, and may be called by different names, including but not limited to meet and confer.
- B. The AEA will encourage and assist all local affiliates to achieve a true collective bargaining relationship with their governing boards in which negotiated agreements are reduced to writing and signed by both parties under separate collective bargaining agreements that cover wages, hours and other terms and conditions of employment.

II. It is AEA's position that for a true and meaningful collective bargaining relationship to exist, a collective bargaining agreement must incorporate five elements.

- A. A local collective bargaining agreement must provide for exclusive recognition of the bargaining agent for the purposes of bargaining and enforcing the collective bargaining agreement.
- B. A local collective bargaining agreement must provide for a clear definition of the bargaining unit as determined by the local association based on full consideration of common interests among employees and excluding supervisory and other inappropriate personnel.
- C. A local collective bargaining agreement must provide for a broad scope of bargaining that is defined as "wages, hours and other terms and conditions of employment."
- D. A local collective bargaining agreement must provide for a grievance procedure that has arbitration as the final step for enforcing the terms and conditions of the agreement. It must be evaluated by an impartial third party whose recommendations will be sent to the district governing board for final decision.
- E. A local collective bargaining agreement must provide for procedures for resolving a bargaining impasse that may include, but not be limited to:
 - 1. Mediation as a viable solution of impasse in the collective bargaining process.
 - 2. Fact-finding as a mechanism for clarifying the issues.
 - 3. Interest arbitration to resolve disputes.
 - 4. Job actions as required to reach agreement.

III. Suggested Language, Rationale, Notes

- A. The Governing Board of Education of (school district) hereby recognizes the _____ Education Association/AEA/NEA as the exclusive representative for all certificated/support personnel, full and regular part-time employees in the bargaining unit for the purpose of collective bargaining on all matters with respect to wages, hours, and other terms and conditions of employment. Such representation shall exclude administration and supervisory employees. The Board further agrees not to bargain with any individual or other organization whose membership is comprised of or includes members of the bargaining unit, but other constituents will be allowed to provide comment at Board meetings.

B. Exclusive Recognition

1. The “recognition clause” is the key to ownership of the contract. Without the understanding set forth in this clause, there would be confusion, real or pretended, over who has the right to represent whom for what.
2. Exclusive recognition provides for a more efficient operation of the bargaining unit and consistent management of the contract.

C. Bargaining Unit

1. The clause should clearly define the employee unit by the “exclusion” method. This method states that all certified employees except those specifically excluded are included in the bargaining unit.
2. The opposite approach, the “inclusion” method, requires the parties to list all job classifications that are included within the bargaining unit. If the employer creates a new position, it is automatically excluded by definition and places the burden on the Association to continually demand bargaining on each position and without the consent of the Board.

D. Grievance Procedure

1. The grievance procedure is the day-to-day continuation of the collective bargaining relationship. Protection from arbitrary and capricious actions and affirmative enforcement of the rights granted in the contract depend on this procedure. (For Suggested Language and Rationale see the AEA website and other related publications developed by the AEA.)

E. Impasse Resolution

1. No matter how reasonable and well-meaning the parties may be, it is inevitable that from time-to-time the parties will be unable to resolve their differences. Impasse mechanisms can make the bargaining process more efficient.
2. Mediation is a means of resolving impasse through the use of a skilled mediator who strives to preserve the voluntary bargaining process.
3. Fact-finding is a process by which the validity or meaning of facts may be determined by a third party. Fact-finding establishes a common base of information from which the parties may negotiate and may provide a series of recommendations for settlement. While such recommendations are not binding, they clarify and isolate the issues to make them manageable for choices and decision-making in the give and take nature of bargaining.
4. Interest Arbitration may be selected by the parties as the final step in the bargaining process whereby each submits a final position to an impartial arbitrator who makes a recommendation to the governing board.

(For suggested language and rationale on impasse resolutions, see AEA materials on the AEA website)

IV. Collective Bargaining Statute

- A.** The AEA believes a collective bargaining statute which incorporates its principles and policy on collective bargaining will enhance the relationships between the employer and employees.
- B.** The AEA does not believe a collective bargaining law is a necessity in order for bargaining to occur between local affiliates and boards of education.
- C.** A good law provides the machinery to ensure that the process is reasonable, orderly and equitable. Such a law must provide the means for eliminating obstructions, ensure the right of employees to organize and have an equal voice with their employers, and establish an independent state agency empowered to administer the collective bargaining statute.

SECTION D. 5
CRISIS MANAGEMENT GUIDELINES
Amended March 28, 2015

I. Crisis Management

A. Purpose

1. The purpose of these Guidelines is to identify and deal with the crisis as early as possible, while it is still feasible to have a number of options for the resolution of the crisis; to make available appropriate and timely AEA and NEA resources, including financial and legal services; and to properly utilize UniServ, AEA and NEA professional staff to successfully resolve the crisis.
2. Crisis situations are best resolved through careful planning and mutual understanding of role definitions between the local, state and national organizations. The successful resolution of crisis is maximized through the assistance of the state and national associations.
3. Crisis situations may face local affiliates, UniServ units, or the state. It is hoped, through goal development, careful planning and organizing, that these occurrences will be minimal.

B. Definitions

1. Crisis: An issue which is immediate, specific and controversial. A crisis shall be specified as falling into one of the following categories:
 - a. Bargaining, e.g. negotiation breakdown;
 - b. Rival organization(s), e.g. challenge for membership;
 - c. Internal problems, e.g. significant loss of membership, absence of leadership, disaffiliation;
 - d. Adverse district policy changes, e.g. loss of payroll deduction for association dues;
 - C.** e. Adverse policy at the state level through legislation, initiative or referenda.
2. Days: Shall mean work days according to AEA's calendar.
3. Assessment Team: The Assessment Team shall be comprised of both program and UniServ staff, and whenever possible, AEA members. One local leader shall be from the local or UniServ unit affected.
4. Assessment Board: The Assessment Board shall be comprised of the AEA President, Vice President, Treasurer, Executive Director and the Manager of Field Operations.

II. Implementation Procedures

- A.** When a formal assessment is determined to be necessary, the AEA Manager of Field Operations shall designate a crisis coordinator and select a Crisis Assessment Team.
- B.** It shall be the responsibility of the local UniServ Director, along with the appropriate local president(s) to make all necessary arrangements for the Crisis Assessment Team to ensure an effective visitation.
 1. An information packet will be provided to the Assessment Team at least five (5) days prior to the visitation. This packet will be compiled by the local affiliate and will include:
 - a. history of the bargaining relationship with the school district (if appropriate);
 - b. current local affiliate budget;
 - c. official governing documents;

- d. list of officers and association representatives including work and home telephone numbers;
 - e. list of buildings, including name, address, telephone numbers and time schedule;
 - f. map of the school district;
 - g. background information about the school district;
 - h. names of three or four key central administration officials and school board members, including background and contact information;
 - i. other key employees who may not be members with background and contact information;
 - j. all appropriate printed material relating to the crisis, i.e. local flyers, newspaper articles, summary of the situation, local plan and action taken to date, etc.
 - k. list of community power actors and contact information.
- 2. The local affiliate shall arrange for the Assessment Team to meet with its local officer(s) and staff preceding the actual assessment visitation schedule.
 - 3. The local affiliate shall schedule visitations for the Assessment Team with the following:
 - a. individuals and some members of all governing bodies;
 - b. school district administration (if appropriate);
 - c. school board members (if appropriate);
 - d. citizens in the community (if appropriate);
 - e. bargaining unit members.
- C.** It shall be the sole responsibility of the team to design and conduct the assessment based upon the background information provided.
- 1. Within five (5) days following the team briefing, the Crisis Assessment Team shall visit the local affiliate(s) faced with the potential crisis and will conduct an assessment.
 - 2. The Crisis Assessment Team will prepare a draft of the written report and report orally to the local affiliate(s) leadership prior to departure. The oral report shall include a description of the crisis, recommendations for immediate action, and identification of resources needed to deal with the crisis.
 - 3. The Assessment Team will provide a final written report to the local president(s) within three (3) days of the oral report. Concurrently, a copy of the report, including team recommendations for AEA intervention, will be forwarded to the AEA Manager of Field Operations. The final report will include all information provided in the oral report as well as recommendations for long-range action and a tentative budget for recommended resources.

III. Crisis Analysis

The Assessment Board or any three (3) of the five (5) members shall be convened by the Manager of Field Operations within three (3) days following receipt of the final assessment report. The Assessment Board shall review the team's recommendations and shall:

- A.** Determine the severity of the crisis and identify, in writing, the resources needed to deal with the crisis.
- B.** Recommend the expenditure of funds in accordance with the Emergency Assistance Fund Guidelines.
- C.** Determine that staff shall be assigned as the situation requires, in accordance with AEA policies, and seek the assistance of NEA, if necessary.
- D.** Notify the AEA Board of Directors and other appropriate parties of the decision made by the Assessment Board.

- E. Sanction or not sanction a job action by the local association according to procedures established in Section V.

IV. Intervention

In the event of a major crisis, as determined by the Assessment Board, a written contract between AEA, NEA, and the local affiliate(s) shall be required as a condition of the state and/or national financial and staff assistance.

- A. The contract will identify a crisis coordinator as assigned by the Manager of Field Operations, and will specify the duties and responsibilities of the parties.
- B. The contract will include a budget that reflects the financial obligation of all parties.
- C. The contract will define a timeline for intervention, completion of the action plan, and provision of resources.

V. Strike Sanction

- A. When a strike is sanctioned by AEA, the provisions outlined in Section III shall apply. However, the Executive Director, or his/her designee, shall have the authority to review and modify the level of resources beyond that which is obligated in the contract, including both staff and finances, should the length of the strike or changing local conditions justify such a modification.
- B. The AEA may also initiate steps to cause a job action to be terminated if conditions warrant such a decision. These steps shall include, but not be limited to, a re-assessment and recommendation by the crisis assessment team. The local affiliate(s) may decline to terminate the job action per that recommendation. If that should happen, AEA/NEA resources may be withdrawn.
- C. In the event a strike is not sanctioned by AEA and the local affiliate or UniServ unit does strike, AEA shall be under no obligation to assist said local(s) with staff or financial resources, including legal service.
- D. If a strike is not sanctioned, the local association will be advised of the reason or reasons for the decision, plus an indication of the steps necessary to cause the decision to be reviewed and possibly changed. Such review may necessitate one or more follow-up visits by the assessment team to determine if the circumstances have changed to the point where a strike will be sanctioned. The Executive Director shall have the authority to enter into a contract with the local or UniServ unit to commit resources, both financial and staff, during this period.
- E. The AEA may also initiate steps to cause a job action to be terminated if conditions warrant such a decision. These steps shall include, but not be limited to a re-assessment and recommendation by the crisis assessment team. The local affiliate(s) may decline to terminate the job action per that recommendation. If that should happen, AEA/NEA resources may be withdrawn.

VI. Appeal

The local(s) may appeal the decision of the AEA Assessment Board to the AEA Board of Directors. The appeal must be received in writing within ten (10) days of the local's receipt of the Assessment Board's decision. The Board of Directors shall respond to the appeal in writing within ten (10) days of receipt of the appeal.

VII. Administration

Administration of these guidelines shall be the responsibility of the AEA Manager of Field Services and Organizing.

SECTION D. 6
CONTRACT MAINTENANCE REIMBURSEMENT POLICY
Amended March 28, 2015

I. Policy Statement

- A. The AEA will reimburse local associations for contract maintenance (grievance arbitration) expense in accordance with the policy provisions. This provision does not apply to arbitrations concerning dismissals covered by the NEA Unified Legal Services program.
- B. Requests to exceed the amounts provided by the Policy for unusual or emergency occurrences may be made to the Executive Director.

II. Application Procedures

- A. The local notifies its UniServ Director that a grievance may go to arbitration.
- B. The UniServ Director will consult with AEA General Counsel and then confer with the local prior to proceeding to arbitration.
- C. The local and UniServ Director shall confer regarding whom shall represent the local at the arbitration hearing.

III. Reimbursement Procedures

- A. Upon completion of the arbitration hearing and award, the local and/or UniServ Director shall submit the following to AEA General Counsel:
 - 1. A copy of the arbitration award,
 - 2. A copy of the arbitration bill and amount paid by the local association, if reimbursement is requested.
- B. AEA General Counsel Shall process reimbursement to the local association according to the following guidelines:
 - 1. The AEA shall reimburse one half the arbitrator's cost, up to a maximum of \$4800.
 - 2. AEA shall not reimburse for any other arbitration filing fees.

SECTION E. 1
MANAGEMENT PERFORMANCE APPRAISAL COMMITTEE
Reviewed September 13, 2014

I. Composition of the Management Performance Appraisal Committee (MPAC):

- A. MPAC shall consist of no more than seven (7) AEA Board of Director members:
- B. At least one member of the MPAC must be an ethnic minority, and at least one member must be an ESP member.

II. Operating Procedures

- A. The AEA President or his/her designee shall serve as Chair of the committee.

III. Duties and Responsibilities

- A. Meet with the AEA Board of Directors in Executive Session to discuss with and provide input to the establishing of performance outcomes of the Executive Director.
- B. Establish performance outcomes for the Executive Director.
- C. Develop systems for the assessment of the performance of the Executive Director.
- D. Recommend management contracts and salaries to the AEA Board of Directors.

SECTION E. 2
PERSONNEL POLICY
Amended February 6, 2016

I. Policy Statement

This policy applies to all full-time and part-time AEA staff positions that are authorized by the AEA Board of Directors and will be implemented consistent with the applicable provisions of the agreement between AEA and AEASO.

II. Executive Director Role and Responsibilities

A. Associate Staff

1. The Executive Director shall have the authority to employ, manage and dismiss AEA associate personnel.
2. Changes in the employment status of associate staff positions shall be reported to the Board of Directors at its next regular meeting following the change.

B. Professional Staff (Program and UniServ)

1. The Executive Director shall have the authority to employ, manage and dismiss AEA professional personnel.
2. Vacancies in existing program staff positions will be posted upon determination of the Executive Director.
3. The Executive Director or his/her designee shall then post the vacancy, screen, and interview candidates and make a selection that meets the criteria.
4. The Executive Director will notify the Board of Directors of his/her selection as soon as the process is complete. That notification will include a description of the candidate's qualifications and a review of AEA's progress toward meeting its affirmative action objectives.
5. If the Executive Director is unable to find a candidate who meets the criteria, he/she may select one or more of the following options:
 - a. Adjust the criteria for posting the position.
 - b. Accept the actual qualifications of a candidate that he/she believes could satisfactorily fill the vacancy.
 - c. Keep the position vacant for an extended period and continue the search based on the criteria.

C. Management and Other Non-Bargaining Unit Staff

1. The Executive Director shall have the authority to employ, manage and dismiss AEA management and other non-bargaining unit personnel.
2. In addition to the requirements in II. B.2., the Board of Directors shall also review the elements of the employment contract.
3. The Executive Director or his/her designee shall then post the vacancy, screen and interview candidates and make a selection that meet the criteria.
4. The Executive Director will notify the Board of Directors of his/her selection as soon as the process is completed. That notification will include a description of the candidate's qualifications and a review of AEA's progress toward meeting its affirmative action objectives.
5. If the Executive Director is unable to find a candidate who meets the criteria, he/she may select one or more of the following options:
 - a. Adjust the criteria for posting the position.

- b. Accept the actual qualifications of a candidate that he/she believes could satisfactorily fill the vacancy.
 - c. Keep the position vacant for an extended period and continue the search based on the criteria.
6. The Executive Director shall submit the proposed employment contract to the Management Performance Appraisal Committee for preparation of a recommendation to the board of Directors.
 7. The Board of Directors shall retain the authority to accept, reject or to suggest modifications in the proposed employment contract. Upon approval of the employment contract, the Executive Director will notify the board of Directors of his/her selection.

III. Hiring Procedures

A. Associate Staff

1. When a vacancy in an associate staff position occurs, whether in an existing or a new position, the management person responsible for managing that position shall meet with the Executive Director to review the criteria and to establish timelines for filling the vacancy. Members of the professional staff to whom the candidate will likely be assigned will be given an opportunity for input into the selection process.
2. The notice will be posted within the job market area for that position and shall include those agencies, publications and other sources that will assure contact with ethnic-minority and male candidates. Every effort will be made to recruit and hire adhering to affirmative action objectives.
3. The appropriate manager will recruit, screen, interview and select a recommended candidate.
4. The manager will recommend a candidate to the Executive Director. The Executive Director will either approve the selection or direct that the process continue and another recommendation be submitted.
5. The Executive Director will report the selection to the Board of Directors at the next meeting following completion of the process. That report will include review of AEA's progress toward meeting its affirmative action objective.

B. Professional Staff – Program Directors

1. The Executive Director will submit the posting notice.
2. The posting and selection timelines shall be reported to the Board of Directors for review.
3. The Executive Director and his/her designee shall post the vacancy through internal and external channels, including those agencies, publications and other sources which will assure contact with ethnic-minorities and women. Every effort will be made to recruit and hire adhering to affirmative action objectives.
4. The Executive Director or his/her designee will recruit, screen, interview and select a candidate who meets the approved criteria. That person will be employed and the Board of Directors will be notified as soon as the process is completed. That notification will include a description of the candidate's qualifications and a review of AEA's progress toward meeting its affirmative action objectives. If a candidate cannot be identified who meets the criteria, the Executive Director shall decide which of the options to pursue.

C. Professional Staff – UniServ

1. The Manager of Field Operations will meet with locals and/or local president(s) affected by the vacancy to solicit their expectations regarding the criteria for selection. That information will be shared with the Executive Director.
2. Vacancies in existing UniServ staff positions will be posted upon determination of the Executive Director.
- D. 3. The Executive Director or his/her designee shall post the vacancy through internal and external channels, including those agencies, publications and other sources which will assure contact with ethnic-minorities and women. Every effort will be made to recruit and hire adhering to affirmative action objectives.
- E. 4. The Manager of Field Operations will recruit, screen, interview, and recommend to the Executive Director a candidate who meets the criteria. If the Executive Director concurs, that person will be employed and the Board of Directors and the Advisory Council to whom that person is assigned will be notified as soon as the process is completed. If the Executive Director does not concur, the process will continue and another recommendation will be submitted.
- F. 5. The notification to the Board of Directors will include a description of the candidate's qualifications and a review of AEA's progress toward meeting its affirmative action objectives.

D. Management and Other Non-Bargaining Unit Staff

1. The Executive Director will submit the posting notice to the Board of Directors. Consideration of and discussion of placement should take into account organizational needs, skills, academic degree, organizational experience, and managerial experience.
2. The posting and selection timelines shall also be reported to the Board of Directors for review.
3. The Executive Director shall post the vacancy through internal and external channels, including those agencies, publications and other sources which will assure contact with ethnic-minorities and women. Every effort will be made to recruit and hire adhering to affirmative action objectives.
4. The Executive Director will recruit, screen, interview and select a candidate who meets the approved criteria. That person will be employed upon mutual acceptance of an employment contract by the candidate, the Board of Directors and the Executive Director. The Board of Directors will be notified as soon as the process is completed. That notification will include a description of the candidate's qualifications and a review of AEA's progress toward meeting its affirmative action objectives.

IV. Executive Director Selection

The Board of Directors shall establish procedures, criteria, timelines and any other factors necessary to fill a vacancy.

V. Additional Contractual Rights

Additional contractual rights may be granted to employees as approved by the AEA Board of Directors.

SECTION E. 3
PROHIBITING UNLAWFUL DISCRIMINATION AND HARASSMENT
Amended February 6, 2016

I. Unlawful Discrimination And Harassment Policy

The Arizona Education Association (AEA) prohibits discrimination and/or harassment based on protected status (race, color, national origin, sex, religion, sexual orientation, age, disability, military status, predisposing genetic characteristics, or gender identity) with respect to the terms conditions or privileges of employment. Similarly, the AEA prohibits any retaliation against the complaining individual or individuals for cooperating with an investigation of a complaint. In order to enforce this policy, AEA has adopted a formal procedure for handling of discrimination, harassment, and/or retaliation complaints. This procedure is in addition to-not a replacement for- any applicable federal and state law, any grievance and complaint procedures available to employees under existing AEASO agreements, or otherwise.

II. Scope Of Policy

This policy applies to and protects all employees of AEA whether related to conduct engaged in by an AEA officer, supervisor, employee, or someone not directly connected to AEA (e.g., outside vendor, member, client, independent contractor). The policy covers discrimination, harassment, and retaliation at the workplace and in any work-related setting outside the workplace, such as during business trips or business-related social events. This policy also prohibits certain AEA governance from substantially interfering with a complainant's rights as a union member based on protected status.

- A.** Discrimination is when an individual's protected status or, in some circumstances, an individual's relationship to a protected individual is the basis for an employment decision, practice, or other terms, conditions, or privileges of employment.
- B.** Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of protected status; and that:
 - i. Creates an intimidating, hostile, or offensive work environment;
 - ii. Unreasonably interferes with an individual's work performance; or
 - iii. Otherwise adversely affects an individual's employment opportunities.
- C.** Harassing conduct may include a range of subtle and not so subtle behaviors, including but not limited to:
 - i. Epithets;
 - ii. Derogatory comments or slurs;
 - iii. Negative stereotyping;
 - iv. Derogatory posters, notices, bulletins, or cartoons/drawings circulated in the workplace on paper or electronically, such as in e-mail; and
 - v. Assault or physical interference with normal work or movement.
- D.** Sexual harassment is a type of unlawful harassment that includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - i. Submission to such conduct is either explicitly or implicitly made to be a term or condition of the individual's employment; or
 - ii. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
 - iii. Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

III. Sexual Harassment Defined

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. While it is not possible to list all circumstances that may constitute sexual harassment, a partial list of behavior that may be considered sexual harassment includes:

- A.** Sexual language, epithets, advances or propositions;
- B.** Written or spoke abuse of a sexual nature;
- C.** Sexually degrading or vulgar descriptions of a person;
- D.** The display of sexual pictures, posters or cartoons;
- E.** Circulating, whether in print or in electronic form, literature or communications (articles, magazines or e-mails) of a sexual nature;
- F.** Comments about a person's body, sexual prowess or sexual deficiencies;
- G.** Questions about sexual conduct;
- H.** Harassment consistently targeted at only one gender, even if the content is not sexual;
- I.** Touching, sexual leering, "elevator eyes," whistling, brushing against the body, or suggestive, insulting, or obscene comments or gestures;
- J.** Suggesting or demanding sexual favors in exchange for favorable reviews, assignments, promotions, continued employment or promises of the same; and
- K.** Assault or coerced sexual acts.

IV. Complaints Against AEA Employees Or By AEA Employees

- A.** Complaints or violations of this policy either by an AEA employee or against an AEA employee may be filed in writing or orally with the Executive Director. If the report is about the Executive Director the complaint shall be filed with the AEA President.
 - i. If any AEA officer, manager or supervisor receives a complaint of discrimination and/or harassment by an AEA employee, it shall be the AEA's officer's, manager's or supervisor's responsibility to immediately provide the complaint and any available information to the Executive Director, or if applicable to the AEA President, so that the complaint can be process per this policy.
 - ii. AEA will investigate all reports, regardless of when received, even if the complainant withdraws the report. However, all reports should be made as soon as possible because untimely reports may impact the investigation.
- B.** Upon receipt of the complaint, the Executive Director, the AEA President, or their designee shall investigate the complaint. During the investigation, AEA shall interview the complainant, any witnesses to the alleged conduct, and the subject of the report.
- C.** All information concerning the report and investigation will be handled with the highest degree of confidentiality possible under all circumstances and with due regard for the rights and wishes of all parties, recognizing that there are circumstances where complete confidentiality may not be possible.
- D.** Following the investigation, the investigator shall make a report with recommendations.
- E.** The complaint and the completed investigation shall be maintained separate from other personnel files, unless it results in discipline. AEA employees shall be subject to disciplinary action if they are found to have violated this policy. Any disciplinary action against bargaining unit employees shall be done according to the AEA/AEASO agreement, including appeal as provided by the grievance provisions. Disciplinary action against any non-bargaining unit employee shall be according to any applicable contract.

- F.** Investigations that substantiate allegations against AEA officers or members of the AEA Board of Directors will be presented to the AEA President who shall then make formal recommendations for corrective action pursuant to section 5(d) of this policy. If the substantiated allegation is about the AEA President, then the investigation will be presented to the AEA Vice President who shall then make formal recommendations for corrective action pursuant to section 5 (d) of this policy. The Executive Director will act to ensure the complainant's workplace is free of sexual harassment pending resolution under section 5 (d).
- G.** AEA shall report a summary of the investigation and any recommendations to the complaining party.
 - i. If the complainant is dissatisfied with the investigation and recommendations, the complainant may appeal in writing to the Executive Director within thirty (30) days after receipt of the report or other notice of the resolution. If the complaint was about the Executive Director, then the appeal is filed with the AEA President.
 - ii. The Executive Director or AEA President if applicable shall review the appeal and make a final determination in writing within thirty (30) days after receipt of the appeal.

V. Complaints Against AEA Officers Or Members Of The AEA Board Of Directors

- A.** This policy prohibits AEA officers and/or members of the AEA Board of Directors acting in their AEA governance capacity from substantially interfering with a complainant's rights as a union member in violation of this policy.
- B.** Complaints of violations of this policy may be filed in writing with the AEA President. If the AEA President is the subject of the report, the member will file the report with the AEA Vice President.
- C.** Upon receipt of report, the AEA President, or if applicable the AEA Vice President, shall investigate the matter or may delegate such investigation to determine whether the allegation of a violation of this policy has been substantiated.
- D.** If the investigation substantiates the allegations, then the AEA President or AEA Vice President as applicable shall make recommendations for corrective action, which may range from remedial assistance to removal from all governance responsibilities. The AEA President or designee shall report a summary of the investigation and any recommendation to the complaining party.
 - i. If the complainant is dissatisfied with the report and recommendations then the complainant may file an appeal with the AEA Board of Directors within thirty (30) days of receipt of the summary.
 - ii. The AEA Board shall review the appeal and make a final determination in writing within sixty (60) days after receipt of the appeal. The decision of the AEA Board shall be final as to all governance matters within its jurisdiction.
 - iii. Any recommendation to censure, suspend, or terminate the membership of an AEA member will proceed pursuant to Article 1, Section 7 of the AEA Bylaws.

SECTION E. 4
AFFIRMATIVE ACTION POLICY
Amended September 13, 2014

I. Policy Statement

- A. The Arizona Education Association (AEA) is an equal opportunity employer. The AEA is committed to affirmative action as a means of achieving ethnic and gender in its work force. The AEA does not use a quota system to achieve its affirmative action goals.
- B. The AEA shall take the necessary steps to achieve equal opportunity in all personnel actions and procedures including, but not limited to retention, recruitment, hiring, training, transfer, promotion, compensation and other benefits.
- C. The AEA seeks and supports a work force that is willing to work with a culturally-diverse population and become culturally sensitive. Further, AEA seeks employees that possess such attributes as:
 - 1. Ability to recognize the influence of one's own culture, background and experience on how one acts and thinks.
 - 2. Ability to recognize and be sensitive to social/cultural differences.
 - 3. A willingness to broaden personal knowledge of cultural dynamics.
 - 4. A willingness to become aware of how cultural diversity can influence the delivery of services.

II. Responsibility and Procedures

- A. The Executive Director of the AEA shall have the responsibility for the development, implementation, and evaluation of the Affirmative Action Plan and shall require appropriate actions on the part of all management staff.
- B. The Executive Director will appropriately involve the employee organization in developing acceptable methods for ensuring promotional opportunities for members of relevant under-represented groups. In implementing the affirmative action plan, the AEA will continue to fulfill its obligations under the AEA/AEASO collective bargaining contract.
- C. The Executive Director shall present an annual report to the AEA Board of Directors regarding the diversity of the AEA staff.

SECTION E. 5

AEA MANAGERIAL, SUPERVISORY, AND CONFIDENTIAL EMPLOYEES

Amended September 13, 2014

I. POLICY STATEMENT

- A. AEA will hire and manage Managerial, Supervisory, and Confidential employees in alignment with all employment laws and good practices.
- B. AEA will ensure Managerial, Supervisory, and Confidential employees have professional development opportunities that increase an individual's performance and value as an AEA employee.

II. OPERATING PROCEDURES

- A. The AEA Executive Director or his/her designee is responsible for the management of AEA Managerial, Supervisory, and Confidential employees.
- B. The AEA Executive Director will recommend management contracts and salaries to the Management Performance Appraisal Committee (MPAC).
- C. The AEA Executive Director will recommend Confidential employee contracts and salaries to the AEA Board of Directors.
- D. A professional development plan will be developed by the employee in cooperation with the Executive Director. The Executive Director and employee will outline the plan content and the criteria by which progress will be assessed.

SECTION F. 1
TOBACCO FREE POLICY
Amended February 1, 2003

I. Policy Statement

All enclosed areas on the premises of the Arizona Education Association including meeting rooms, offices, hallways, storage rooms, lunchrooms and other areas of the Arizona Education Association premises shall be designated as tobacco free areas.

II. Enforcement

Any person observing tobacco use in a prohibited area shall politely inform the offender that the area is a tobacco free area and inform him/her that tobacco use is prohibited by AEA Board policy. A supervisor shall be informed of situations of noncooperation. Problems regarding tobacco use in prohibited areas shall be resolved at the supervisory level if possible. Otherwise such problems shall be resolved by the Executive Director.

SECTION F. 2

COMPUTER USAGE IN REGIONAL AND HEADQUARTERS OFFICES

Amended December 5, 2015

I. Policy Statement

- A.** Use of AEA owned computers, computer equipment, and other technologies shall be limited to AEA trained staff.
- B.** Any request for exceptions to this policy shall be made to the AEA Executive Director.

SECTION F. 3
WEAPONS POLICY
Amended October 25, 2014

I. Policy Statement

- A.** The Arizona Education Association will not tolerate workplace violence.
- B.** Only law enforcement officials and authorized security guards are to be in possession of firearms in any Arizona Education Association meeting or office.

SECTION F. 4

KEYS TO THE AEA HEADQUARTERS BUILDING AND REGIONAL OFFICES

Amended October 25, 2014

I. Policy Statement

The Arizona Education Association will provide keys to staff and organizations that rent space from the AEA.

II. Procedures

- A. Keys may not be duplicated without approval of the AEA Executive Director. Keys are to be stamped "do not duplicate."
- B. AEA will provide lessees a minimum of two keys designed to access the entrances of the lease facility. Lessee shall pay for all additional keys after original issue.
- C. AEA officers, professional and associate staff shall be provided keys as needed to access the AEA offices.
- D. No other keys shall be issued without direct approval of the Executive Director or his/her designee.
- E. The AEA Executive Director will collect all keys no longer needed by an individual.

SECTION F. 5
PRINT SHOP POLICY
Amended October 25, 2014

I. Policy Statement

- A.** The Arizona Education Association will provide printing and mailing services for the operations of the AEA. AEA will also print materials for local affiliates, AEASO, sponsored AEA suppliers and allied organizations, endorsed political candidates and coalitions, tenants, personal and others approved by the Executive Director and as the schedule allows.
- B.** The AEA Executive Director shall establish printing operating procedures.