

# TUCSON EDUCATION ASSOCIATION

## POLICY

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### TABLE OF CONTENTS

	Page
I. Policy	1
II. Membership	1
III. Financial	3
IV. Officers	12
V. Board of Directors	14
VI. Representative Assemblies	17
VII. Elections	17
VIII. Auxiliary Organizations	21
IX. Operational Guidelines	22
X. Convention Guidelines	26

#### I. Policy

Policy for TEA shall be established by a majority vote of the TEA Board of Directors and shall be reviewed every three years or as deemed necessary by the Board of Directors or President.

#### II. Membership

- A. Any TEA sponsored event shall be open to TEA members without charge unless otherwise indicated and when available to non-members the charge shall be \$50.00 per hour.

- B. Unless the TEA member gives his/her consent, TEA shall not release personal member information to any individual or organization. Release-time officers and TEA staff shall be the only persons who may access personal member information. Members of the TEA Board of Directors and TEA committees may access personal member information under the direction of TEA staff or release-time officers. Use of personal member information shall be for TEA business purposes only, as determined by the President, Executive Director and/or the Board of Directors.
- C. TEA members leaving the employment of the District shall be refunded the balance of dues collected from their final paycheck upon request.
- D. Membership Services
  - 1. TEA shall make available to the ARs, at the monthly RAs, education related materials that have been counted and bundled by outside organizations that have requested their distribution.
  - 2. Only TEA/AEA/NEA endorsed companies shall be permitted to provide TEA sponsored workshops to TEA members.
- E. Member Rights Regarding Arbitration
  - 1. TEA shall assume financial responsibility for arbitration expenses of Level IV grievances only when the TEA Board of Directors has reviewed and approved continuing support of the case. The recommendation shall be based upon contract language, the probability of winning the arbitration, and shall consider the potential impact on TEA.
  - 2. In discussion of grievances, they shall be referred to by numbers and/or letters.
  - 3. When a member of the TEA Board of Directors is a grievant in a grievance being considered for arbitration, the member shall abstain from the vote and shall speak to the grievance only as the grievant, not as a member of the Board of Directors.
- F. Retiring Members: Recognition shall be given to retirees who have held active membership in the Tucson Education Association for at least one year prior to the time of retirement. Said recognition shall be determined by the TEA Board of Directors.
- G. Members on Approved Unpaid Leaves of Absence: An invoice will be sent to members when approved for an unpaid leave of absence to reflect the cost of reserve membership.
- H. Memorials: In the event of a TEA member's death, the president shall extend sympathy to the family by means of a personal letter.
- I. Use of Outside Counsel: If a member chooses to hire an attorney during the course of a grievance, TEA shall notify that member that the Association may work in consultation with the lawyer if the member wishes. However, the Association will also notify the member that only one person may represent him/her in a Level III or Level IV grievance hearing. Should

the member choose to have a representative other than that from TEA, he/she will be asked to sign a form releasing the Association from responsibility for 1) representation at the current or any subsequent level(s) of the grievance and 2) any expenses incurred as a result of engaging outside representation. If the member refuses to sign the release form, it shall be duly noted on the form.

#### J. Services to Non-Members

1. The TEA will continue to bargain fairly and impartially the terms and conditions of employment for all members of the bargaining units. Furthermore, all grievances that TEA processes will be dealt with fairly and impartially.
2. There will be no service charge for members of the Association, but when services are provided to non-members, then non-members shall be required to reimburse the Association for all reasonable costs according to the following schedule of fees:
  - a) Services provided by the president, executive director or UniServ directors shall be reimbursed at the rate of \$120 per hour plus all expenses.
  - b) Services provided by support staff personnel shall be reimbursed at the rate of \$60 per hour plus expenses.
  - c) Printing, copies, etc. provided to non-members will be reimbursed at the rate of 12¢ per page.  
Expenses for arbitrators will be reimbursed as determined by the arbitrator.
  - d) When non-members contact the office for services, they will be requested to either make a good faith deposit of \$120 or join the Association prior to any services being rendered. Said deposit shall be returnable in full to the non-member upon payment for all services rendered.
3. This policy shall continue in full force and effect until rescinded or amended by the TEA Board of Directors.

### III. Financial

#### A. President

1. The president's benefits package shall be as follows:
  - a) The president's compensation shall be five-fourths (5/4's) of his/her full-time salary as stated in his/her TUSD contract or five-fourths (5/4's) of the average TUSD certified salary, whichever is higher.
  - b) The president shall receive the fringe benefits contained in the negotiated contract. The Association shall be responsible for payment.
  - c) The president shall have fifteen (15) days of paid leave, plus leave with pay for school holidays during each year. Saturdays, Sundays, holidays and other days on which the TEA office is closed shall not be counted as working days. There shall be no compensation for unused paid leave.
  - d) If injured on the job, the president shall be provided leave with pay, but no loss of time associated with a job-related injury shall be subtracted from paid

leave.

- e) If the President has non-association employment-related commitment(s) during the summer recess, the TEA Board of Directors may reduce the extra 1/4 of the compensation. The Board may reduce the amount of compensation according to the amount of time the President spends away from Association duties due to the non-association employment-related commitment(s).

2. The president shall have use of the Association's automobile for Association business for the term of office.

B. Vice President - The Vice President's benefits shall be as follows:

1. Non-release term with a stipend of \$500 for less than 1000 members, \$1000 for 1000-1499 members, increasing to \$1,500 for 1500-1999 members, paid in equal amounts per month for 10 months. Budget allowing, the Vice President may work for up to 30 days during the summer at his/her per diem, with President approval.

C. Treasurer - The Treasurer's benefits shall be as follows:

1. Non-release term with a stipend of \$500 for less than 1000 members, \$1000 for 1000-1499 members, increasing to \$1,500 for 1500-1999 members, paid in equal amounts per month for 10 months.

D. Officers shall have an expense line in the Association budget to cover expenses incurred in carrying out their duties.

E. Budget

1. TEA shall not make payment of dues to any civic organization and/or social organization for any member of the Tucson Education Association.
2. TEA shall not pay any part of the expenses of members to any state or national conference to which the president had no prior role in selecting the participants.
3. The president shall receive, in writing, any requests for Association release time so as to conform with the negotiated agreements.
4. TEA shall respond in writing to all requests for donations indicating that though we recognize the value and importance of their project, however, we are a nonprofit organization operating with dues money and we aren't able to make donations.
5. All capital improvement projects over \$500.00, except for those of emergency nature, shall be approved by the Board of Directors.
6. Any anticipated deficit of ten percent in a budget line shall be reported by the executive director to the Board of Directors as soon as possible. Any future monies required for that line shall be approved by the Board of Directors prior to any spending.

7. There shall be lines in the TEA budget for the following non-reverting funds: 1. negotiations; 2. employee rights; 3. capital improvement; 4. TEA staff sick leave buy-out; 5. defense fund; 6. public relations fund and 7. Foundation.
8. Requests for over-expenditures of the budget must be approved by the Board of Directors prior to that event being publicized.
9. The Budget/Audit Committee shall prepare a budget to present to the TEA Board of Directors by the first board meeting of the school year.
10. A detailed budget update will be provided by the treasurer to the Board of Directors at each regular board meeting.
11. TEA will not pay expenses in advance, except stipends.
12. If TEA pays for expenses in conjunction with attendance at a conference and/or for meals at special functions and the member does not withdraw with sufficient notice to cancel said sponsorship, TEA shall then formally seek reimbursement from the member.

#### F. Investment Policy

1. The purpose of this Investment Policy is to establish guidelines for investing Tucson Education Association short-term and long-term cash funds.
2. Investment Objectives Short-Term: The primary objective of this policy is the preservation of capital and liquidity of the cash.
3. Investment Guidelines: The Tucson Education Association Budget Committee Chair, Executive Director along with any registered investment company approved by the Tucson Education Association Board of Directors, shall be authorized to invest TEA funds as follows:
4. Cash Equivalents
  - a) Federally Insured Certificates of Deposit not to exceed \$100,000 per institution.
  - b) Money market funds that are insured by the investment company or are government backed securities.
  - c) Interest bearing checking accounts in Federally insured institution.
  - d) Direct obligations of the U.S. Government, its agencies and instrumentalities.
  - e) Federal agency discount notes.
  - f) Repurchase agreements collateralized by U.S. Government obligations with institutions whose senior debt rating is rated "Double A" or better by Standard and Poor's and/or Moody's.
  - g) Mutual funds consisting primarily of a portfolio of adjustable and floating rate mortgage securities which are collateralized by mortgages guaranteed by

the U.S. Government, its agencies or instrumentalities.

5. Investment Objectives Long-Term: The primary objective of this policy is the preservation of liquidity and to optimize the investment return within these guidelines.
6. Investment Goals: The TEA Board of Directors encourages the manager of the TEA investment portfolio to choose investments that maximize total return and do not conflict with the Association's positions.
7. Asset Allocation Funds
  - a) Fixed Income Funds
    - (1) Corporate debt securities and obligations of the U.S. Government's agencies and instrumentalities.
    - (2) Total returns are expected to exceed inflation by two to four percent annually over a rolling three and five year period.
  - b) Equity
    - (1) Holdings must represent companies meeting a minimum capitalization requirement of \$500 million with a high market liquidity.
    - (2) Long-term capital appreciation and current income that equals the CPI plus five to eight percent over a moving three and five year period.

8. Target Asset Mix

Asset Class	Minimum Weight	Target Weight	Maximum Weight
Cash	0%	15%	25%
Fixed Income	30%	45%	55%
Equities	30%	40%	60%

9. Investment Restrictions

- a) All investments will follow TEA Governance documents.
- b) Investments must be identified and maintained within the none-to- moderate classification of investment options offered by the investment program.
- c) Prohibited Investments:
  - (1) Private placements;
  - (2) Letter stock;
  - (3) Derivatives;
  - (4) Securities whose issuers have filed for bankruptcy;
  - (5) Commodities or commodity contracts;
  - (6) Short sales;
  - (7) Margin transactions;

- (8) Options;
- (9) Any speculative investment activities

10. Reporting: The Executive Director shall prepare the following report(s) for presentation by the Budget Committee Chair as part of the monthly financial report to the TEA Board of Directors.

- a) Schedule of investments.
- b) Interest income, current and year-to-date.
- c) Current yield.
- d) Current market value.
- e) Any transaction cost or commission.
- f) Maturities.
- g) This investment policy shall be reviewed annually by the TEA Budget Committee. The Committee shall report to the TEA Board of Directors any findings and make any recommendations to the Board for final approval.

#### G. Association Leave Days

1. All requests for released time for Association business shall be submitted in writing to the president.
2. In order to request released time for Association business, the following guidelines shall be followed:
  - a) The activity shall be of benefit to the Association.
  - b) The written request shall include: name of TEA member, activity, date/place, signature of applicant.
  - c) If the president rejects the request for Association release time, the member can appeal the decision to the Board of Directors.

#### H. Fund Guidelines

1. Public Relation Fund: The TEA Public Relations Fund has evolved from action taken by the Tucson Education Association Representatives which established the TEA Public Relations Fund as an ongoing program of TEA.
  - a) Purpose: The TEA Public Relations Fund shall be used by TEA to create positive public awareness of the Tucson Education Association.
  - b) Budget: A special assessment which is added to the annual dues of each member in the amount of \$2.00 per year for certified members and \$1.00 per year per classified member is the source of the Public Relations Fund. This money shall be collected as a portion of regular dues and maintained as a designated account. Monies collected for this fund shall be transferred from the general account of TEA into this dedicated account.
  - c) Administration of the Program: The fund shall be administered by a committee of three (3) to five (5) members of TEA appointed by the TEA president. Appointments shall be made annually and are renewable.

Amendments: These guidelines may be amended by the TEA Board of Directors at any regular meeting. Proposed amendments must be submitted in writing by a member of the Board of Directors and copies provided to all members of the Board of Directors at least seven (7) calendar days prior to the meeting.

## 2. Scholarship Fund Guidelines (Suspended indefinitely)

- a) Scholarship Committee: The TEA Constitution and Bylaws establishes the Scholarship Committee as a standing committee. The Scholarship Committee provides financial assistance to worthy candidates wishing to pursue a career in education. As per the TEA Constitution and Bylaws, the Committee receives \$2.00 per certified member and \$1.00 per classified member assessment which will be placed into a designated account in the TEA budget. Candidates are interviewed in the spring and scholarships are awarded to the individuals selected in the form of direct payment to the student's educational institution.
- b) Teacher Certification: Candidates must meet eligibility requirements which include being admitted to a college of education in Arizona, attaining a 3.0 GPA, being a TUSD graduate or TEA member or family of a TEA member, being available to participate in an interview with the committee and completing an application. All candidates employed in a benefits-eligible position in a TEA bargaining unit must be a member of TEA to be considered for a scholarship.
- c) The TEA scholarship application consists of University and/or college transcripts, a statement of philosophy of education and future goals, verification of acceptance into a college of education, three letters of recommendation and a résumé.
- d) The TEA Scholarship Committee will follow a systematic process. The Committee will meet to select dates of meetings, determine questions and review forms. Scholarship information, along with the application form, will be mailed to all TEA members, Arizona colleges of education and media. Applications will then be returned to the TEA office and paper-screened by the Committee. Interviews will be held using the same questions for all applicants. The answers will be scored and averaged at the conclusion of all of the interviews. The Committee will discuss their decision and candidates will be ranked. Financial support is determined. Candidates will be notified by the Committee chairperson and scholarship funds will be deposited in the candidate's name at the financial aid office of their educational institution. The chairperson will be asked to write an article for the TEA Newsletter and submit a report to the TEA President. If, for any reason, all of the funds are not awarded, the remaining balance will be carried over to the following year.

## IV. Officers

### A. President

1. The president shall chair the Management Team.
2. The TEA president shall provide each committee chairperson and board member with



information pertinent to their position.

3. Negotiations Team: The President shall appoint a negotiations team. The team shall be representative of both classified and certified membership. Criteria to be considered when appointing a team shall include, but not be limited to: teaching levels, ethnicity, age, gender, seniority, assignments and other expertise.
  - a) The president shall attempt to appoint a negotiations team with a balance of negotiations experience. The team should include people with no prior negotiating experience, plus people who have served on previous negotiations teams.
  - b) The chairperson(s) and spokesperson(s) shall be chosen by the members of the negotiations team.
4. Negotiated Agreements: In any consultation as per the negotiated Agreements with the TUSD, the TEA representatives shall include, but not be limited to the following people: the person or persons directly involved and any other appropriate TEA members as identified by the president.
5. Public Relations: The TEA president will prepare immediate and effective responses to editorials, news commentary and all other information emanating from the public that tends to be destructive criticism of educational employees and/or education.
6. Communication
  - a) The TEA president may present at least two state of the Association addresses per school year.
  - b) The TEA president shall submit reports to the Board of Directors and Association Representatives on a regular basis.
7. The President shall be a full-time release position.

#### B. Vice President

1. The vice president shall serve on the Management Team.
2. The vice president shall perform all tasks as assigned by the president.
3. The vice president shall submit reports to the Board of Directors and Association Representatives on a regular basis.

#### C. Secretary

1. The secretary shall serve on the management team.
2. The secretary shall be responsible for taking notes, keeping minutes and recording attendance and votes at all board and association representatives meetings.
3. The secretary shall assist in member publications, such as but not limited to

newsletters, website, and other member communications.

4. The secretary shall perform all other duties deemed necessary by the president.

#### D. Treasurer

1. The treasurer shall serve on the management team.
2. The treasurer shall chair the budget/audit committee.
3. The treasurer shall keep all financial records and be responsible for daily finances, bookkeeping, and bill payment.
4. The treasurer shall make regular reports to the board of directors and the association representative meetings.
5. The treasurer shall perform all other duties deemed necessary by the president.

#### E. Management Team

1. The TEA Management Team shall consist of the president, vice president, secretary, and treasurer.
2. The Management Team shall ensure that the appropriate evaluation(s) of the TEA executive director is (are) completed in a timely manner according to the procedures stated in the executive director's contract. As chair of the Management Team, the president shall report to the Board when the evaluations have been completed.
3. The Management Team shall ensure that the executive director perform all fiduciary responsibilities in an appropriate and timely manner.

#### V. Board of Directors

- A. Each motion of the Board of Directors shall be submitted in writing and recorded by the secretary.
- B. Minutes of all Board of Directors Meetings, after approval by the Board, shall be made available upon the request of a member.
- C. Roll call votes on all motions except motions pertaining to procedural matters shall be taken at all Board of Director's meetings.
- D. Circumstances permitting, the Board of Directors shall approve all questionnaires/surveys that go to the membership under TEA's name.
- E. Results of non-bargaining questionnaires and surveys shall be reported to the Board of Directors.
- F. Circumstances permitting, all TEA Board of Directors members shall receive an agenda and all printed materials in advance of each Board of Director's meeting.

- G. The following people are authorized to sign the checks of TEA: president, vice-president and treasurer. Any check written to the president, vice-president or treasurer shall require two signatures.
- H. The regular meeting of the Board of Directors shall be at least monthly and all meetings shall be set and approved by the board of directors at their first meeting of each school year unless otherwise announced. Time and place shall be designated by the president. Other meetings may be called by the president, in which case, the time and place shall be designated by the president.
- I. Special meetings of the general membership may be called by the Board of Directors with notification to the membership.
- J. Circumstances permitting, the Board of Directors will receive information on items prior to the meeting where it is an action item on the agenda.
- K. The president may appoint a parliamentarian for a one-year term who shall not be a voting member of the Board. The president shall make an effort to appoint an ex-officio board member as parliamentarian.
- L. Committees
  - 1. The membership shall be notified of the availability of memberships on committees and a preference form shall be provided to be filled out and returned to the TEA office by interested members.
  - 2. Committee membership is open to all TEA members. However, members must serve on the Elections Committee for at least three months before becoming eligible to count ballots.
  - 3. The president shall appoint all committee chairs, unless previously specified by policy and the committee members of all committees, such as but not limited to the Budget/Audit, and Public Relations Fund.
  - 4. No TEA committee shall enter into a joint project or request funds from the Tucson Unified School District or any outside organizations without Board of Directors prior approval.
  - 5. Committee chairs shall notify the president of committee meetings so that those committee meetings shall be posted on the master calendar at least five days before their regular meetings.
  - 6. The TEA president shall provide each committee chairperson with information regarding specific tasks that each chairperson shall attempt to accomplish, Bylaws, Policy, Association procedures, goals, calendar, budget, list of Board of Directors members, list of areas and schools in each area, list of ARs, list of all committee chairpersons and list of Budget/Audit Committee members.
  - 7. Each committee chair shall make a written committee report to the Board annually.

#### M. Hiring of Staff

1. The president shall recommend to the board of directors for their approval any and all staff paid positions that TEA shall employ, be it part-time or full-time, and shall include all terms of employment, including but not limited to compensation, benefits, hours, conditions, and length of contract.
  2. Appropriate advertisement of the vacancies will be made to secure the appropriate qualified candidate and have that employee employed as expeditiously as possible. Any costs that this incurs shall be included in the terms outlined and approved by the board of directors in the above policy.
  3. The TEA management team will review all applications, and setup and conduct all interviews. The management team may add other members to the interview team as they see fit. That interview team shall make their recommendation to the board of directors for their final approval and hiring of all employees.
  4. When the terms of employment are concluded, the board of directors shall oversee negotiations with employees or their representing body regarding new contracts of employment, including all terms of employment in the following manner:
    - a) The board of directors shall appoint a negotiations team that includes at least one member of the management team.
    - b) The team shall meet with the employee or their representing body to negotiate a new contract prior to the expiration of the current contract.
    - c) Negotiated contracts must be approved by the board of directors, and agreed to by the employee.
- N. TEA will comply with the laws, policies, and procedures concerning employment discrimination and representation made unlawful by Title VII of the Civil Rights Act. TEA will investigate complaints of illegal employment discrimination and respond appropriately under the law.
1. TEA employees and members may raise concerns or complaints about employment discrimination or discriminatory practices made unlawful by Title VII of the Civil Rights Act, without fear of retaliation.
  2. TEA employees shall be subject to appropriate disciplinary action for violations of laws, policies or procedures concerning employment discrimination, representation, or retaliation made unlawful by Title VII of the Civil Rights Act.

#### VI. Association Representative Meetings

- A. Any person desiring to address the assembly must state their name and school before speaking.
- B. The regular meeting of the Association Representative Meetings shall be the second Wednesday of each month, unless otherwise announced. Time and place shall be designated annually by the president.

C. Each motion shall be submitted in writing to the TEA secretary at the time the motion is made.

D. The president may appoint a parliamentarian.

## VII. Campaigns, Elections and Ratification Votes

### A. Campaigns for TEA Office

1. UniServ and support staff shall take no part in TEA elections. To avoid conflicts of interest, the TEA president shall appoint a designee to oversee any TEA election to avoid conflicts of interest or any election for which he/she has signed a pledge-to-serve or has endorsed a candidate. The designee must be free of any of the aforementioned conflicts of interest.
2. TEA funds shall not be used for campaigns. All campaign materials must go through the TEA office and comply with TEA Constitution and TEA Policy.
3. TEA shall provide services to each candidate necessary for mailing campaign literature so long as all of the following conditions have been met:
  - a) Pledge-to-serve form or a written commitment to serve has been completed and submitted to the TEA office between August 1 and the December Association Representative Meeting of the school year of the election. Official Pledge-to-serve forms will be made available in November for elections for terms starting in the following school year.
  - b) Campaign material shall be reviewed by the president or designee within five (5) days of arrival at the TEA office, to ensure that all TEA policies have been followed. The president or designee shall not edit or censor any literature as long as it meets the TEA policy guidelines.
  - c) Labels are to be affixed to TUSD mailings.
  - d) Requests for distributions must be submitted to the President or designee and cannot be made more than once per week, and no more than five (5) distributions in total. This request will be honored within five (5) working days.
  - e) All requested services are paid for prior to the delivery of materials. Services are priced as follows:
    - (1) One (1) mailing of black and white materials to each member: \$70
    - (2) One (1) mailing of color materials to each member: \$180
    - (3) One (1) mailing of black and white materials to each site: \$6.
    - (4) One (1) mailing of color materials to each site: \$15.
    - (5) One (1) distribution of materials through official TEA email: \$0.
4. Printing of campaign literature shall be requested through the TEA office as the lowest priority. Materials can be distributed through TUSD mail and/or official TEA email. All campaign literature must:
  - a) Have the official TEA logo.  
Have a statement "paid for by..."
  - b) Be free from resembling any TEA documents.

- c) State the office being sought.
- d) Campaign materials will be prepared for mailing at the TEA office. Elections committee members and member volunteers may assist with preparations. Candidates or their designee may be present to witness this preparation. All Campaign literature will be distributed by school mail, must be delivered to the TEA office, and must have TEA labels affixed.  
If a candidate does not follow the TEA elections policy, the candidate will be given a written warning from the TEA president or designee. If the candidate continues to fail to comply with the policy, TEA membership will be notified that the candidate has not complied with TEA Policy.
- e) Campaign materials will be taken to the mailroom within five (5) working days after materials have been approved by TEA.
- f) The Association Representatives shall distribute all campaign literature at their assigned sites.
- g) Candidates can distribute TEA approved campaign materials at TEA sponsored events, such as AR meetings, General Membership meetings and forums. Distribution of approved materials in person shall be done without assistance or services of TEA.
- h) The President or designee shall inform all ARs and candidates of the provisions of Article VII at an AR meeting and through written correspondence.

## B. Elections

1. Counting of ballots will begin no earlier than the deadline for turning in ballots.
2. All elections, online or by ballot, will be handled by the Elections Committee including a ratification vote. Online voting procedures will be publicized and distributed to all members.
3. Vote counting to take place on the same day as voting and reporting of the election shall be done within 24 hours. Candidates or their representative:
  - a) May observe the vote counting.
  - b) May not touch ballots for their respective race(s).
  - c) Must be seated in chairs that line the perimeter of the room where the counting is taking place.
  - d) Must not disturb the vote counters.
  - e) May be removed from the room, if counters are disturbed.
4. Any TEA officer election that results in a three percent difference or less shall be automatically recounted, unless the election was originally computer tabulated.
5. All ballots will be retained until June 1 of the election year.
6. Balloting Procedures
  - a) Association Representatives (ARs) shall be provided with balloting procedures prior to the issuing of ballots.
  - b) Notification of member access to the online ballot system will be mailed from the TEA office no less than one week prior to the due date. Paper ballots may be requested.
  - c) Balloting Alternatives
    - (1) Members may return ballots directly to the ballot box at the TEA office;

or

(2) Members may return ballots to ARs to be delivered to the ballot box at the TEA office or the AR meeting; or

(3) Members may mail ballots to the TEA office via U.S. mail or District mail. Mail-in ballots shall be placed in the ballot box.

d) Deadline for the receipt of ballots is 6:00 p.m. on the date of the designated AR meeting for the election. A representative of the Elections Committee shall make a last call for ballots at the AR meeting at 5:45 p.m. Any ballot not submitted to the TEA office by 6:00 p.m. will not be counted.

#### 7. Direction to ARs and Elections Committee

a) Voting will be managed through an online system.

b) All members will be notified when they may access the online ballot for voting.

#### 8. At-Large Elections Guidelines – Educational Support Professional (ESP) and Ethnic Minority

a) All elections of the At-Large directors shall take place concurrently with the regular TEA elections of each year.

b) At-Large elections results shall not be tabulated until such time as there is a determination of how many, if any, openings exist. This is determined after the annual AEA board elections conducted at the AEA Delegate Assembly.

c) In tabulation of ballots, ESP shall be counted first in the even-number years to determine the necessity of counting the Ethnic Minority ballots. In odd-numbered years, this process shall be reversed.

d) At-Large Board of Directors members shall be installed at the May Association Representatives meeting. Those individuals receiving the most votes shall fill the determined openings, in descending order of votes received, until all vacancies are filled.

#### C. Contract Ratification Votes

1. The President shall distribute all information on the tentative agreements to members.

2. The Elections Committee shall determine the procedures for each ratification vote consistent with the TEA Constitution and the TEA Policy.

### VIII. Auxiliary Organizations

#### A. Political Action

1. The TEA Board of Directors officially recognizes the NEA Fund for Children and Public Education, AEA Fund for Children and Public Education and TEAPAC as the national, state and local political action arms respectively of the Tucson Education Association.

2. TEA declares that it has never authorized the endorsement of any candidate in any national, state or local election and that it is the policy of TEA not to endorse

candidates. TEA shall inform members of TEAPAC, NEA Fund for Children and Public Education and AEA Fund for Children and Public Education endorsed candidates.

- B. Tucson Education Association Foundation: The TEA Board of Directors shall approve the membership of the Tucson Education Association Foundation Board of Directors each year. The President of TEA shall be the Chair of the Foundation Board of Directors. At least one ESP TEA member shall be a member of the Foundation Board of Directors. If a member of the Foundation Board of Directors no longer holds the position in TEA, whether member-leader or employee, that he/she held when appointed to the Board, then that person shall be under obligation to resign from the Foundation Board of Directors. The TEA Board shall oversee the Foundation to ensure that its actions comply with NEA, AEA, and TEA policies and standards. The TEA Board may suggest items to be placed on the Foundation Board agenda. From time to time, the Foundation shall report to the TEA Board of Directors on the status of its affairs and on its latest activities.

## IX. Operational Guidelines

- A. Guidelines for out-of-town conferences/workshops for which TEA funds shall be employed to cover member(s) expenses.
  - 1. The TEA budget shall include appropriations for members to attend out-of-town conferences/workshops.
  - 2. The President shall notify the membership of conferences and/or workshops for which TEA may provide monies to cover all or part of member(s) expenses.
  - 3. In the notification, the President shall include the purpose of the conference/workshop, how its topic(s) relate to TEA goals and what the member(s) and TEA will gain from attendance.
  - 4. All applicants shall submit written requests which shall include the following: name, site, position, reason for attending the conference and a brief statement indicating a willingness to participate in future Association activities related to the topic(s) of the workshop or conference.
  - 5. The TEA President shall make the appointments of member(s) to out-of-town workshops/conferences. The President shall inform the Board of Directors in writing of the appointments, the amount of the anticipated expense and the expectations of the appointees upon their return from the workshop/conference.
  - 6. Upon request of the President, attendees shall submit a brief report in writing to the President and/or a brief presentation to the Board of Directors within one month of their return from the workshop/conference. The report shall include recommendations for implementation of the issues discussed at the workshop/conference and its benefit to TEA.

### B. Professional Development

- 1. TEA members who facilitate TEA-sponsored professional development activities shall



be assured that TEA will provide the appropriate paperwork for application for TUSD professional development credit, as well as State recertification credit.

2. TEA members who are prospective candidates for National Board Certification from the National Board of Professional Teaching Standards may request that TEA sponsor an activity or pay expenses for an out-of-town workshop/conference on the National Board Certification Program.
3. TEA may provide reimbursement to members to attend one professional conference/workshop or to cover the cost of any required test for current TEA members. The reimbursement shall not exceed \$50 per member per membership year and the total amount of all reimbursements shall not exceed the amount designated in the budget, unless approved by the TEA Board of Directors. Members must provide a receipt with the request for reimbursement. Members seeking reimbursement for fees associated with a conference/workshop shall also submit documentation explaining how they will disseminate the information and/or skills acquired at the conference/workshop to other TEA members (e.g. facilitating a study group) in order to be eligible for reimbursement.
4. When enrolling in a TEA professional development or study group, members may be asked to pay a minimum \$5 registration fee. It is encouraged that members attend such events at no cost.
5. Nonmembers may enroll in the "I Can Do It" Classroom Management study group for a fee of \$100, and in the National Board Certified Pre-Candidacy study group for \$270.
6. TEA members who are presenters will not receive payment from TEA the first time a class is presented if they are eligible for the TUSD Professional Development Stipend. For subsequent presentations, presenters will be remunerated as follows:
  - a) Classes that provide 2-4 hours of P.D. credit: \$50.00
  - b) Classes that provide 5-10 hours of P.D. credit: \$75.00
  - c) Classes that provide 11-20 hours of P.D. credit: \$100.00
  - d) Classes that provide more than 20 hours of P.D. credit: \$150.00
7. Facilitators who are not TEA members will be offered a payment of up to \$250 for each 15 hour class, prorated for shorter classes, the first time their class is presented. For subsequent presentations, they will be offered the same remuneration as members, based on the number of class hours. This option is available for people who are not membership eligible.
8. Funds for remuneration of presenters as designated in article IX-B-7 and IX-B-8 shall be allocated from the Instruction, and Professional Development/Study Group line of the TEA budget.

#### C. Web Page

1. The posted information will include only that which is officially releasable or provided as a function of our positions by TUSD or TEA (names, school sites, TUSD telephone numbers, TUSD e-mail addresses, elected positions, pictures taken as a part of official

TUSD or TEA functions). Additional information about an individual can be posted with permission only.

2. Information posted to the webpage will be centered on informing members of TEA business while maintaining a level of appropriate discretion.
3. Editing permission will be the purview of the President, Secretary, and/or selected designees.

#### D. TEA Correspondence and Files

1. There shall be a copy of all official correspondence going out on TEA letterhead or in the name of the Association, including that which is electronically transmitted, filed in the office.
2. All financial and membership records shall be kept three years.

#### E. TEA Building

1. The executive director or president shall review each request from organizations asking for use of the TEA building.
2. The Miriam Geyer memorial plaque shall be placed on a wall in the TEA office outside of, or in, the president's office.
3. The TEA building shall be a non-smoking building.

### X. Convention Guidelines

#### A. AEA Convention Guidelines: The following are the AEA Convention Guidelines which outline the obligations of a delegate:

1. AEA delegates, not otherwise funded, shall be given a stipend as allotted in the TEA budget.
2. All delegates shall be encouraged to attend the MAC delegate training, if available.
3. All delegates shall attend pre-convention caucus meetings, unless excused by the TEA president.
4. The delegates' presence is required at all AEA general assembly meetings and TEA caucus meetings, unless excused by the TEA president.
5. A delegate shall notify TEA as soon as possible if the delegate cannot attend, so that successor delegates can be contacted.
6. All delegates shall vote for officers and proposed amendments.
7. These obligations shall be included in a contract with the TEA which shall be signed in order to receive delegate money.

8. Delegate reimbursements shall be distributed by the president the afternoon of the second day.
  9. Failure to comply with the provisions of the contract shall require a forfeit of delegate funding.
  10. The president, with the assistance of the regional representatives, shall be responsible for arranging the time, place and details of the caucus meetings.
  11. TEA caucus meetings shall be chaired by the TEA President with the assistance of Region I Directors.
- B. NEA Convention Guidelines: The following are the NEA Convention Guidelines which outline the expectations of a TEA delegate to the NEA Representative Assembly. These expectations shall be included in a contract between the delegate and TEA. These expectations will be enforced by the TEA President and Board of Directors.
1. All delegates are expected to be present at all times during the NEA general assembly meetings until the completion of New Business Items at the last business meeting of the NEA-RA.
  2. The TEA president shall call at least one preconvention caucus of all TEA delegates to the NEA-RA prior to the first meeting of that assembly each year. Subsequent TEA caucus meetings shall be called as the president or members of the TEA delegation deem necessary prior to or during the meeting of that assembly. All TEA members who are state, regional or national delegates shall be invited to attend all TEA caucus meetings.
  3. All delegates shall attend all AEA/TEA preconvention caucus meetings, unless excused by the TEA president/designee.
  4. All delegates are expected to attend all Arizona caucus meetings at the NEA-RA.
  5. The President may grant excused absences for portions of the NEA-RA.
  6. All delegates are expected to vote at every opportunity.
  7. If a delegate cannot attend the NEA-RA, that delegate shall notify the President and return the 40 percent portion of the stipend as soon as possible.
  8. Alternates shall replace delegates unable to fulfill their duties.
  9. Alternates shall receive the stipend that was to be received by the delegates they are replacing.
  10. In the event that a delegate does not fulfill his/her entire contractual obligation and is denied any portion of their stipend, an alternate present at the NEA-RA shall replace the delegate and shall receive all forfeited funds.
  11. Alternates shall fulfill the expectations of the delegate contract.

12. The President may deny the remaining 60 percent of the stipend and determine any further penalty to be placed on a delegate who fails to fulfill the contract and expectations.
13. The NEA-RA stipend will be dispersed as follows:
  - a) The delegates shall be issued a check equal to 40 percent of the approved NEA-RA stipend at the TEA preconvention caucus.
  - b) Delegates who are entitled to the full 60 percent of the approved stipend shall be issued their checks by the president after the completion of the New Business Items at the last business meeting of the NEA-RA or 7:30 p.m. on the last day of the NEA-RA, whichever comes first. The President will mail checks to the home address of delegates who do not pick-up their check at the NEA-RA.
  - c) Delegates who do not fulfill the expectations of the contract of service at the NEA-RA will be denied the 60 percent check at the NEA-RA by the TEA president/designee. A check for the prorated amount to which the delegate is entitled will be issued within two weeks of the conclusion of the RA.
  - d) The delegate shall:
    - (1) earn ten percent of the stipend for each of the six days of the NEA-RA by meeting the guideline obligations.
    - (2) forfeit ten percent of the stipend for each of the six days of the NEA-RA that he/she does not fulfill his/her contractual obligations, and
  - e) Denial process shall include:
    - (1) Denial of any portion of the remaining 60 percent of the stipend will be reported to the Board of Directors as information and action items at the first two scheduled Board of Directors meetings in September.
    - (2) Delegates who have been denied any portion of the stipend will be notified that if the denial is sustained by the Board of Directors, they may be denied a TEA expense stipend for up to the next three consecutive NEA-RAs as determined by the President.
    - (3) Delegates who have been denied any portion of the stipend will be notified of the reason(s) for the denial and that they may appeal the decision to the Board of Directors by the last Board of Directors meetings in September of that year.
    - (4) A Board of Directors action sustaining the denial of any portion of the stipend will be reported in writing to the denied delegate. The report will include the reason(s) why the delegate was denied, the amount of the stipend that was denied and any other penalty within the parameters of TEA policy applied to the delegate for failure to fulfill the expectations of the contract of service.