

NATIONAL EDUCATION ASSOCIATION



UniServ Guidelines

Adopted by the NEA Board of Directors on May 2, 2008



Great Public Schools for Every Student



NATIONAL EDUCATION ASSOCIATION

The National Education Association is the nation's largest professional employee organization, representing 3.2 million elementary and secondary teachers, higher education faculty, education support professionals, school administrators, retired educators, and students preparing to become teachers.

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Guidelines for the National Education UniServ Program

I. STATEMENT OF PURPOSE

NEA believes that effective local affiliates are necessary in order to successfully recruit, organize, represent, and otherwise service education employees, and implement the common agendas of the local, state, and national associations. The National Education Association Unified Staff Service Program (“UniServ Program”) is a cooperative NEA/NEA state affiliate/NEA local affiliate program that is designed to help establish and maintain effective local affiliates by making professional staff available to provide direct support and assistance to local affiliates and the Active members of such affiliates on an on-going basis. The UniServ Program is structured and operated pursuant to these Guidelines (“UniServ Program Guidelines”).

II. DEFINITIONS

For purposes of the UniServ Program Guidelines, the following definitions apply:

- A. “Active member” means a person who is an Active member of NEA, and an Active member (or a member of an equivalent, but differently designated, membership category) of (1) an NEA state affiliate and an NEA local affiliate, or (2) an NEA direct affiliate.
- B. “Agency fee payer” means a person who is included in a collective bargaining unit for which an NEA affiliate is the recognized organization and is not a member of NEA, but who is required by contract or statute to pay a fee to NEA to offset his or her per-capita share of the costs of representation.
- C. “Days” means calendar days.
- D. “Local option UniServ unit” means a UniServ Program unit in which a local affiliate of NEA, a local affiliate of a direct affiliate of NEA, or a local option UniServ Council (1) is for legal purposes the employer of the UniServ 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 UniServ Program in the unit.
- E. “NEA” means the NEA UniServ Program Office, unless otherwise expressly indicated or evident by context.
- F. “NEA direct affiliate” means the University of the District of Columbia Faculty Association, the University of Hawaii Professional Assembly, the Utah School Employees Association, and any other NEA affiliate that does not have an affiliation relationship with, and whose members are not required to be members of, an NEA state affiliate.
- G. “Program Year” means September 1 through the following August 31.
- H. “Professional employee” means an employee who is engaged in work that is varied in character involving the consistent exercise of discretion and independent judgment in its performance, as opposed to clerical, secretarial, or other support work.
- I. “State affiliate” means an NEA state affiliate, and unless otherwise indicated, an NEA direct affiliate.

- J. “State option UniServ unit” means a UniServ Program unit (1) in which an NEA state affiliate is for legal purposes the employer of the UniServ staff, and has the authority to determine the salary, hours, and working conditions of such staff, and (2) that is included in a statewide UniServ Program that has been developed by, and is under the operational control of, an NEA state affiliate.
- K. “UniServ Advisory Committee” means the Standing Committee of the NEA Board of Directors that is appointed by the NEA President to report, and make recommendations, to the Board regarding the structure and operation of the UniServ Program.
- L. “Local option UniServ council” (or an equivalent, but differently designated, entity) means the governing body of a local option UniServ unit that is eligible to receive a UniServ Program grant, and is comprised of more than one local affiliate of NEA or of an NEA direct affiliate.
- M. “Local option UniServ council chairperson” means the chief executive officer of a local option UniServ council.
- N. “UniServ Program grant” means the funds that NEA provides to help pay for the cost of employing a full-time or part-time UniServ staff member.
- O. “UniServ staff position” means a full-time position that has been approved by NEA for UniServ funding, and “UniServ staff member” means a person who has been employed on a full-time basis to fill such a position. The term “part-time” will precede the terms UniServ staff position and UniServ staff member when the position or member referred to is not full-time.
- P. “UniServ unit,” unless otherwise indicated, means both a state option UniServ unit and a local option UniServ unit.

III. APPLICATION PROCEDURE

- A. In order to participate in the UniServ Program during any Program Year, a state affiliate will submit to NEA by April 15 of the preceding Program Year, the following documents:
1. An NEA Application for UniServ Program Grants (“Grant Application”), which will, among other things, provide the following information:
 - a. The number and type (i.e., standard, sparsity, density, developmental, partial, part-time) of the UniServ Program grants for which the state affiliate is applying;
 - b. For each requested UniServ unit, a listing of all local affiliates within the unit; for each requested UniServ staff position, whether it is covered by Section X(A)(1)(a) or Section X(A)(1)(b); for all UniServ staff positions that have been filled, the name and business address, ethnicity, and gender of the UniServ staff member or members servicing the unit; for all UniServ staff positions that have not been filled, the anticipated date for filling the position. NOTE: If a UniServ staff member is assigned to service more than one local affiliate, the local affiliates in question will have a geographic and/or demographic relationship, and no single UniServ staff member will have sole responsibility for providing services to a UniServ unit or units with more than 3,000 Active members and agency fee payers;
 - c. For each of the requested UniServ units, the total number of Active members and agency fee payers in the unit as of the previous January 31, and the total number of potential Active members in the unit; and

- d. A map of the state identifying the geographic boundaries of all requested UniServ units.

The state affiliate's Grant Application will be approved by the state affiliate's Board of Directors (or other appropriate governing body) before it is submitted to NEA.

NEA will act on the Grant Application as soon as possible, and will inform the state affiliate of the action taken not later than June 1; and

- 2. A Local Affiliate Involvement Plan, which assures that representative local affiliates have an opportunity to participate in certain decisions that are made by the state affiliate as the employer of UniServ staff members in state option UniServ units. Representative local affiliates will have an opportunity to provide meaningful input in the development of such Plan. Although the final decision as to the nature of the Plan will be made by the state affiliate, all such Plans will provide that the presidents of local affiliates that are affected by the decisions in question will be afforded an opportunity to provide meaningful input during the state affiliate's decision-making process. The opportunity to participate will include, but not be limited to, decisions regarding:
 - a. the employment of UniServ staff members;
 - b. the establishment of performance expectations and annual work priorities for UniServ staff members; and
 - c. the evaluation of UniServ staff members.

The obligation of the state affiliate to involve representative local affiliates in the decision-making process will not (a) require the state affiliate to take any action that is in conflict with the provisions of any relevant collective bargaining agreements, or (b) affect the right of the state affiliate as the

employer—consistent with the provisions of any relevant collective bargaining agreements – to make the final decisions with regard to the salaries, hours, and working conditions, including the decisions referred to above, of UniServ staff members in state option UniServ units.

- B. If a dispute arises as to the interpretation or implementation of a Grant Application or Local Affiliate Involvement Plan that has been accepted by NEA, the state affiliate and/or any local affiliate or local option UniServ council that is affected by the dispute may utilize the Dispute Resolution Procedure set forth in Section XVIII of the UniServ Program Guidelines

IV. FUNDING OF UNISERV UNITS

- A. Annual UniServ Program Grants

Based upon the formula set forth in NEA Bylaw 2-7(a), projections as to the total number of Active members and agency fee payers in the next Program Year, and the total number of UniServ units that have been projected by NEA for the next Program Year, the NEA Board of Directors will, at its May meeting, establish the Annual UniServ Program Grant. (The method used to establish the Annual UniServ Program Grant is set forth in Guidelines Attachment A.) The Annual UniServ Program Grant is the maximum amount that NEA will pay toward the annual cost of filling a single UniServ staff position.

- B. Full UniServ Program Grants

- 1. Except as otherwise provided in Section B(2) below, a UniServ unit will be eligible to receive a full UniServ Program Grant only if it has at least 1,200 Active members and agency fee payers. A state affiliate, local affiliate, or local option UniServ council may, at its option, choose

to use either of the following configurations in allocating its UniServ Program Grants:

- a. Standard Configuration: Each designated UniServ unit has at least 1,200 Active members and agency fee payers; or
 - b. Flexible Configuration: Some UniServ units may have more or less than 1,200 Active members and agency fee payers, but the total number of Active members and agency fee payers in all of the UniServ units divided by the total number of UniServ units produces a quotient of at least 1,200 Active members and agency fee payers.
2. A UniServ unit that has less than 1,200 Active members and agency fee payers will be eligible to receive a full Annual UniServ Program Grant in the following exceptional circumstances:
- a. Density Grant: A local affiliate that has less than 1,200 Active members and agency fee payers may receive a full Annual UniServ Program Grant for a UniServ unit if it is in a jurisdiction that has a general population of at least 120,000. In determining whether to approve an application for a density grant, NEA will consider such factors as competition from competing organizations, membership problems, community/human relations problems, and contract administration and other labor relations problems;
 - b. Sparsity Grant: A UniServ unit that has more than 500 but less than 1,200 Active members and agency fee payers may receive a full Annual UniServ Program Grant if it covers a large geographic area, so as to require extensive travel by a UniServ staff member to service the unit. In order to qualify for a sparsity grant, the geographic area covered by the UniServ unit normally must be 10,000 square miles or more, but

approval may be granted if the geographic area is less than 10,000 square miles based on such factors as geographic barriers, climatic and road conditions, the number of local affiliates in the UniServ unit, and the number of collective bargaining agreements to be administered; and

- c. Development Grant: A UniServ unit that does not have a sufficient number of Active members and agency fee payers to qualify for a full UniServ Program Grant under any other provision of Section IV(B), may receive a full Annual UniServ Program Grant for up to three (3) years in order to recruit new Active members. In determining whether to approve an application for a development grant, NEA will give primary consideration to whether and when the UniServ unit can reasonably be expected to reach the number of Active members and agency fee payers necessary to otherwise qualify for a full UniServ Program Grant.

C. Partial UniServ Program Grants

A state affiliate, local affiliate, or local option UniServ council that uses a Standard Configuration (i.e., each designated UniServ unit has at least 1,200 members and agency fee payers) may apply for a partial UniServ Program grant for a UniServ unit that has less than 1,200 members, and is not eligible to receive an exceptional circumstances UniServ grant pursuant to Section IV(B)(2). The amount of the partial UniServ Program grant will be determined by multiplying the total number of Active members and agency fee payers in the UniServ unit by the per-member amount used by the Board of Directors in establishing the Annual UniServ Program Grant. (The method used to calculate the per-member amount is set forth in Attachment A.) A partial UniServ Program grant will be used to fill a full-time UniServ staff position.

D. Part-Time UniServ Program Grants

The UniServ Program grant for all part-time UniServ staff positions will be ten percent (10%) of the full Annual UniServ Program grant. NEA will provide a part-time UniServ Program Grant only for a part-time UniServ staff position that is filled for at least twenty (20) days during a Program year.

E. Payment of UniServ Program Grants

1. The total amount of all UniServ Program grants that NEA has agreed to pay for all full-time UniServ staff positions in a state (including positions in both state-option and local-option UniServ units) for a Program Year will be transmitted to the state affiliate. Such transmission will be in four installments, on or about September 10, December 10, March 10, and June 10 of the Program Year in question. Subject to any financial adjustments made pursuant to the UniServ Program Guidelines or the UniServ Program Administrative Agreement, the installments will be equal in amount.
2. The total amount of all UniServ Program grants that NEA has agreed to pay for all part-time UniServ staff positions in a state will be transmitted to the state affiliate in four installments in conjunction with the quarterly payments made for full-time UniServ staff positions. Unless notified to the contrary by the state affiliate at least ten (10) days prior to September 10, December 10, or March 10, NEA will assume for purposes of funding that all of the approved part-time UniServ staff positions will be filled for at least twenty (20) days during the Program Year, and each of the first three payments will be for one-quarter of the total amount owed for Program Year. At least ten (10) days before June 10, the state affiliate will notify NEA whether it has filled or intends to fill all of the approved part-time UniServ staff positions for

at least twenty (20) days during the Program Year, and, if not, the number of such positions that will not be filled. The June quarterly payment will be reduced as may be necessary.

3. All UniServ Program grants will be used solely for the purpose of filling full-time and part-time UniServ staff positions in accordance with the UniServ Program Guidelines.
4. Except as otherwise provided in the UniServ Program Guidelines with regard to part-time UniServ staff positions and the grace-period following the occurrence of vacancies in full-time UniServ staff positions, a state affiliate, local affiliate, or local option UniServ council will receive a UniServ Program grant for a UniServ staff position only for the period during which a UniServ staff member is actually employed to fill that position.
5. If the state affiliate, a local affiliate, or a local option UniServ council fails to comply with the UniServ Program Guidelines or any agreement or commitment made pursuant to the Guidelines, NEA may withhold or reduce UniServ Program funding.

V. FLEXIBLE STAFFING

- A. If a state affiliate believes that the UniServ Program staffing options available under Section IV do not enable it to effectively and efficiently achieve the purpose of the UniServ Program, it may file an Application for a Flexible Staffing Exception with NEA. This Application will require the state affiliate, among other things, to specify in detail the nature of the requested exception, including an identification of the UniServ staff positions that will service specific UniServ units, and explain why the requested exception will enable it to more effectively and efficiently achieve purpose of the UniServ Program. Under no circumstances will NEA approve

an Application for a Flexible Staffing Exception if the total amount of NEA UniServ Program funding with the exception would be greater than the total amount of NEA UniServ Program funding that the state affiliate would be eligible to receive under the UniServ Program Guidelines in the absence of the requested exception.

- B. An Application for Flexible Staffing must be filed by the April 15 deadline for filing a Grant Application for the Program Year in question.

VI. DUAL-NATIONAL STATE AND LOCAL AFFILIATES

- A. A dual-national state affiliate will comply with the UniServ Program Guidelines in all respects, except that the state affiliate, at its option, may:
 1. receive the full amount of NEA UniServ Program funding for a number of UniServ units that is reduced in proportion to the reduction in NEA membership dues that NEA Active members of said state affiliate pay to NEA pursuant to the NEA Bylaws;
 2. receive NEA UniServ Program funding that is reduced in proportion to the reduction in NEA membership dues that NEA Active members of said state affiliate pay to NEA pursuant to the NEA Bylaws for the number of UniServ units that the state affiliate otherwise would have been eligible for; or
 3. pay NEA an additional amount determined by NEA over and above NEA membership dues, and receive the full amount of NEA UniServ Program funding for the number of UniServ units that the state affiliate otherwise would have been eligible for.
- B. A UniServ unit comprised of one or more dual-national local affiliates in a state that does not have a dual-national state affiliate will comply with the UniServ Program Guidelines in all respects.

VII. UNISERV PROGRAM ADMINISTRATIVE AGREEMENT

On or about June 1 of each Program Year (beginning with June 1, 2009), NEA and the state affiliate will enter into a UniServ Program Administrative Agreement. The UniServ Program Administrative Agreement will set forth the rights and obligations of the parties with regard to the operation of the UniServ Program in that state for the next Program Year, including the number and type of all UniServ units in the state (including both state-option and local-option UniServ units) that have been approved by NEA for that Program Year, and NEA's funding obligation with regard to each such unit. (A sample UniServ Program Administrative Agreement is attached as Guidelines Attachment B.)

VIII. NEA FUNDING FOR FILLING VACANCIES IN PREVIOUSLY FILLED AND NEWLY-APPROVED UNISERV STAFF POSITIONS

- A. A vacancy in a UniServ staff position will be deemed to exist if, at any time after the beginning of a Program Year, a position that was filled and for which NEA funding was received during the Program Year, is not filled by a person who is eligible to serve as a UniServ staff member. A state affiliate will notify NEA in writing as soon as it can confirm that there will be or is such a vacancy.
- B. 1. There will be a ninety-day grace period following the effective date of a vacancy in a UniServ staff position, during which NEA funding will continue. NEA may, if there are extenuating circumstances, extend the ninety-day grace period on a case-by-case basis. A report of any such extensions will be made to the UniServ Advisory Committee at each of its regularly scheduled meetings.
- 2. If the vacant UniServ staff position is filled during the grace period, the state affiliate will notify NEA in writing. Such notification will include the date

on which the position is filled, required demographic information regarding the new UniServ staff member, and the specifics of the new UniServ staff member's assignment.

- C. 1. If the vacant UniServ staff position is not filled by the end of the grace period, NEA funding will be discontinued as of the end of the grace period. Such funding will resume as provided in Section VIII(C)(2).
2. If a vacancy in a UniServ staff position is filled after the expiration of the grace period, or if a new UniServ staff position approved by NEA after the beginning of the Program Year is filled, the state affiliate will notify NEA in writing. Such notification will include the date on which the position is filled, required demographic information regarding the new UniServ staff member, and the specifics of the new UniServ staff member's assignment. NEA funding for the UniServ staff position will begin as of the beginning of the funding quarter immediately following the date on which the position is filled (i.e., September 1, December 1, March 1, or June 1). If, because of extenuating circumstances, a vacant or new UniServ staff position is not filled until after the beginning of a funding quarter, NEA may begin the funding for that position retroactively as of the beginning of that funding quarter.
3. If a state affiliate has already received NEA funding for a UniServ staff position that was vacant for more than the grace period, or for any period during which a new UniServ staff position approved by NEA after the beginning of the Program Year was not filled, NEA will make an adjustment in the payment to the state affiliate for a subsequent funding quarter.

IX. LOCAL OPTION UNISERV UNITS

- A. 1. Unless changed in accordance with Section IX(A)(2), all UniServ units that were designated as local option UniServ units for the 2007-08 Program Year will continue to be designated as local option UniServ units.
2. A local option UniServ unit may convert to a state option UniServ unit, a state-option UniServ unit may convert to a local-option UniServ unit, and a new local option unit may be established, as of the beginning of a Program Year, only if agreed to by the state affiliate and the local affiliate or local option UniServ council involved prior to June 1 of the preceding Program Year.
- B. A local option UniServ unit will in all respects comply with the UniServ Program Guidelines, except to the extent that a provision is inapplicable by context or as provided below:
 1. NEA will prepare a Local Option UniServ Unit End-of-Year Financial Review Form that indicates, by purpose and amount, how UniServ Program funding received from NEA and (if applicable) the state affiliate was expended during the Program Year. The completed Form will be signed by the president of the local affiliate or chairperson of the local option UniServ council, and a copy submitted to NEA and the state affiliate not later than sixty (60) days after the end of the Program Year;
 2. NEA and the state affiliate will have the right, upon reasonable notice, to examine the financial books and records of a local option UniServ unit; and
 3. A local option UniServ unit will reflect the involvement of NEA and the state affiliate in all program-related documents and publicity.
- C. 1. a. Except as otherwise may be necessary to comply with the UniServ Program Guidelines, including Sections II(D) and IX(C)(2), or as provided in Section IX(C)(1)(b), all aspects of the relationship

between a local option UniServ unit and the state affiliate will be determined by the state affiliate and the local affiliate or local option UniServ council.

b. Policies of the state affiliate regarding the relationship between a local option UniServ unit and the state affiliate that are in effect as of the effective date of the UniServ Program Guidelines, and that are in compliance with the Guidelines, may, at the option of the state affiliate, remain in effect.

2. The state affiliate and the local affiliate or local option UniServ council will, at the request of either party, meet to discuss the operation of the local option UniServ unit. If a dispute arises between the state affiliate and the local affiliate or local option UniServ council as to the operation of the local option UniServ unit, including a dispute as to whether the UniServ Program Guidelines and/or legal requirements are being complied with, either party may submit the dispute to the Dispute Resolution Procedure set forth in Section XVIII.

- D. NEA will have no direct contractual relationship regarding local option UniServ units with local affiliates or local option UniServ councils. All of the contractual rights and obligations that NEA may have with regard to local option UniServ units will be set forth in the UniServ Program Administrative Agreement between NEA and the state affiliate, and all financial transactions involving local option UniServ units, including the transmission of UniServ grant payments, will be through the state affiliate.

X. ELIGIBILITY TO BE UNISERV STAFF

- A. The following persons are eligible to be UniServ staff members:
 1. A professional employee of a state affiliate whose sole or predominant assignment is to work directly with one or more local affiliates, excluding an employee who would be classified

as a supervisor or manager under the National Labor Relations Act. An employee will be deemed to work directly with one or more local affiliates if all or almost all of his or her working time is spent:

- a. in the geographic jurisdictions of one or more local affiliates, and in contact with Active members of such local affiliates on an on-going basis. The work that is done by a UniServ staff member covered by Section X(A)(1)(a) is further explained in Section XIII(C) of the UniServ Program Guidelines and Guidelines Attachment C; or
- b. responding to requests for support and otherwise assisting UniServ staff members covered by Section X(A)(1)(a) in carrying out the functions set forth in their job descriptions, and engaging only in functions performed by UniServ staff members covered by Section X(A)(1)(a).

For purposes of Section X(A)(1), UniServ staff positions that are eligible for NEA funding under Section X(A)(1)(a) will be referred to as “UniServ directors,” and UniServ staff positions that are eligible for NEA funding under Section X(A)(1)(b) will be referred to as “UniServ specialists.” Not more than ten percent (10%) of the total number of state option UniServ staff positions for which the state affiliate is eligible during a Program Year will be UniServ specialist positions, provided that the foregoing percentage limitation will not prevent the state affiliate from having in any Program Year up to the same percentage of UniServ specialist positions that it had during the 2007-08 Program Year, or prevent every state affiliate from having up to one (1) UniServ specialist position.

Unless reduced as a result of collective bargaining, fiscal exigency, changes in membership,

- or a demonstrated need to modify the delivery system for UniServ Program services, a state affiliate will not have less than the number of UniServ director positions that it had during the 2007-08 Program Year.
2. A professional employee of a local affiliate whose sole or predominant assignment is to work directly with one or more local option UniServ units, including an employee who would be classified as a supervisor or manager under the National Labor Relations Act.
 - B. The eligibility criteria set forth in Section X(A) will apply to part-time UniServ staff members, provided that the determination of whether a person meets the criteria will be based only on his or her assignments during the period that he or she is serving as a part-time UniServ staff member.
 - C. A state affiliate will include with the Grant Application that it files with NEA a job description for each position designated as UniServ staff position, including positions in both state option and local option UniServ units. The job description will indicate whether the position is eligible to be a UniServ staff position under Section X(A)(1)(a), Section X(A)(1)(b), or Section X(A)(2).
 - b. The specific UniServ unit or units that will be serviced by each part-time UniServ staff position;
 - c. The number of part-time UniServ Staff positions to be filled, when it is anticipated that each such position will be filled, the number of days during the Program Year (which must be at least twenty (20)) that it is anticipated each part-time UniServ staff position will be filled; and
 - d. The same demographic information that is required for full-time UniServ staff positions under Section III(A)(1)(b).
 2. NEA will notify the state affiliate of the action taken on its application for part-time UniServ staff positions during a Program Year by June 1 of the preceding Program Year, and no new part-time UniServ staff positions will be approved by NEA for a Program Year subsequent to that date.
- B. The following additional conditions will apply to part-time UniServ staff members:
1. A person who is employed as a part-time UniServ staff member must, except for the full-time/part-time distinction, be qualified in all other respects to be a full-time UniServ staff member;
 2. A part-time UniServ staff member must be employed on a regular and predictable schedule, and not on a sporadic, as-needed, basis;
 3. The employment of a part-time UniServ staff member will not result in the displacement or involuntary reassignment of a full-time UniServ staff member;
 4. No person employed as a part-time UniServ staff member will hold a governance position with NEA, except that of delegate to the NEA

XI. PART-TIME UNISERV STAFF POSITIONS

- A.1. A state affiliate that does not intend during a Program Year to fill all of the full-time UniServ staff positions for which it is eligible to receive a full or partial UniServ Program grant, may apply to use some or all of the funds that otherwise would be available for that purpose to fill part-time UniServ staff positions by including in its April 15 Grant Application a Part-Time UniServ Staffing Plan. The Plan will provide the following information:
 - a. The specific job responsibilities for each part-time UniServ staff position;

Representative Assembly, or with the state affiliate, local affiliate, or local option UniServ council that employs him or her;

5. A part-time UniServ staff member will not be assigned to a UniServ unit of which he or she is a member;
6. The salary, hours, and working conditions of part-time UniServ staff members will be set forth in a written agreement between the employer and the part-time UniServ staff member or his or her organizational representative; and
7. A part-time UniServ staff member will be employed to supplement the services that full-time UniServ staff members provide to one or more UniServ units, and a part-time UniServ staff member will not be assigned to a UniServ unit in the absence of an assigned full-time UniServ staff member.

XII. AFFIRMATIVE ACTION EMPLOYMENT

- A. NEA state affiliates, local affiliates, and UniServ councils that are “employers” for purposes of the UniServ Program will be Equal Opportunity Employers.
- B. Consistent with Section XII(A), NEA seeks to ensure that ethnic-minorities and women are appropriately represented among UniServ staff members. Toward that end, NEA establishes the following goals:
 1. The ethnic-minority percentage of all UniServ staff members employed in each state—including full-time and part-time UniServ staff members employed by the state affiliate, local affiliates, and local option UniServ councils—should be at least equal to the ethnic-minority percentage of the total population of the state; and

2. Women should constitute at least 50% of the total number of UniServ staff members (both full-time and part-time) employed nationwide.

- C. Each state affiliate will submit to NEA at least once every three (3) years a legally-permissible UniServ Program Employment Plan that sets forth the actions that it intends to take in an effort to achieve and maintain the aforesaid goals.

XIII. CONDITIONS OF EMPLOYMENT OF FULL-TIME AND PART-TIME UNISERV STAFF MEMBERS

- A. NEA, state affiliates, local affiliates, and UniServ Councils will take no actions that have the purpose or intended effect of interfering with the employment-related rights that full-time and part-time UniServ staff members have under collective bargaining and/or other agreements, and federal, state, and local laws, including, without limitation, the National Labor Relations Act and Title VII of the 1964 Civil Rights Act.
- B. The salaries, hours, and working conditions of full-time and part-time UniServ staff members will be set forth in a written agreement between the staff members or their organizational representatives and the employers of the UniServ staff members.
- C. The official job title of all full-time and part-time UniServ staff members will include the term “UniServ” (e.g., UniServ representative, UniServ director, UniServ specialist). The specific job responsibilities of full-time and part-time UniServ staff members will be set forth in a written job description that is consistent with the UniServ Program Guidelines, and that is developed through a decision making process that is in accord with the legal rights and obligations of the staff members and their organizational representatives, and the employing state affiliates, local affiliates, and local option UniServ

councils. (NEA recommends that the written job description of full-time and part-time UniServ staff members who are in UniServ staff positions that are eligible for NEA funding under Section X(A)(1)(a) and Section X(A)(2) include, but not be limited to, the functions set forth in Guidelines Attachment C.)

- D. Full-time and part-time UniServ staff members will not take any actions that have the purpose or intended effect of influencing the outcome of an election for a governance position in NEA, a state affiliate, a local affiliate, or a local option UniServ council, and such staff members will not in any other way knowingly participate in the electoral politics of NEA, a state affiliate, a local affiliate, or a local option UniServ council.

XIV. TRAINING AND CAREER DEVELOPMENT

A. Elected Officers

1. The UniServ Program Guidelines will be made available through NEA publications and/or electronically to the elected officers of state affiliates, local affiliates, and local option UniServ councils.
2. In order to enable the elected officers of state affiliates, local affiliates, and local option UniServ councils to effectively fulfill their responsibilities in connection with the UniServ Program, information about the structure and operation of the Program will be made available to such officers as may be appropriate through NEA publications, electronically, at meetings and conferences, and/or by other means.

B. UniServ Program Managers

1. a. NEA will hold an annual national conference for state affiliate UniServ Program managers. This conference will focus on the role of UniServ Program managers in helping to ensure that the NEA UniServ Program and state

affiliate UniServ programs are achieving their purposes, and adequately meeting the needs and expectations of Active members and local affiliates. The agenda for this conference will be jointly determined by NEA and the UniServ Managers Association.

- b. NEA will pay the (i) transportation costs incurred by UniServ Program managers in attending the annual national conference in accordance with the NEA Staff Travel Policy and Guidelines, and (ii) fees and expenses of outside speakers, facility and equipment rental and printing costs, and other administrative costs incurred in connection with the conference.
2. NEA encourages state affiliates in each of NEA's administrative regions to hold regional conferences for the UniServ Program managers of the state affiliates in their respective regions. The purpose of these regional conferences should be to supplement the training provided at the annual national conference. If the holding of a regional conference is approved in advance by NEA, NEA will assist the state affiliates in structuring and conducting the conference, and will pay the administrative costs incurred in connection with the conference.
3. NEA will hold orientation sessions as may be necessary and appropriate for newly-employed state affiliate UniServ Program managers to familiarize them with the rights and obligations of participating state affiliates, including the administrative procedures for filing and processing UniServ Program Grant Applications and other documents. NEA will pay the costs (i.e., transportation, lodging, meals, and incidental expenses) incurred by UniServ Program managers in attending the orientation sessions in accordance with the NEA Staff Travel Policy and Guidelines.

C. UniServ Staff

1. a. The NEA UniServ Academy provides training for UniServ staff members in order to assist such staff members in effectively carrying out their job responsibilities. Every person who is employed for the first time as a UniServ staff member after September 1, 2009, is required to participate in a training session at the NEA UniServ Academy once during the three (3) years immediately following the date on which his or her employment commenced.
- b. NEA will pay the costs (i.e., transportation, lodging, meals, and incidental expenses) incurred by UniServ staff members in participating in the NEA UniServ Academy training session in accordance with the NEA Staff and Travel Policy and Guidelines.
- c. The requirement of a newly-hired UniServ staff member to participate in the NEA UniServ Academy training session may be waived by NEA if, in NEA's opinion, such training is unnecessary because of the newly-hired UniServ staff member's previous experience or training.
2. UniServ staff members are encouraged to participate at least once during each Program Year in a training session that is designed to enhance their job skills and/or otherwise enable them to more effectively carry out their job responsibilities. This training session may be provided on-site or electronically, and may be sponsored by NEA, an NEA affiliate, or an outside entity. If participation in the training session is approved in advance by NEA and the UniServ Program manager, NEA will provide funding as follows:
 - a. If the training session is sponsored by NEA, NEA will pay the transportation costs

incurred by the UniServ staff member in attending the training session in accordance with the NEA Staff Travel Policy and Guidelines;

- b. If the training session is sponsored by an NEA affiliate, NEA will pay to the sponsoring affiliate fifty percent (50%) of the administrative costs (e.g., facility and equipment rental costs, printing costs) incurred by the affiliate in connection with the session; and
- c. If the training session is sponsored by an outside entity, NEA will pay fifty percent (50%) of the registration fee required for the UniServ staff member to participate in the training session.

D. Part-Time UniServ Staff

NEA will pay in-state transportation costs in accordance with the NEA Staff Travel Policy and Guidelines to participate in one NEA-sponsored or NEA affiliate-sponsored training session during a Program Year. NEA and the UniServ Program manager must approve such participation in advance.

E. UniServ Advisory Committee

NEA will keep the UniServ Advisory Committee apprised on a continuing basis of the information about the UniServ Program that is made available to elected officers of state affiliates, local affiliates, and local option UniServ councils, and the training and career development opportunities that are provided for UniServ staff members. The UniServ Advisory Committee will include an assessment of such information and opportunities in the reports that it makes to the NEA Board of Directors about the operation of the UniServ Program.

XV. SHARED STAFFING

- A. UniServ staff members will be available, at NEA's request, for up to ten (10) days each Program Year to provide on-site assistance to NEA affiliates and Active members in other states in connection with representational challenges, collective bargaining crises, training programs, and/or other special needs situations ("shared-staffing assignments").
- B. The responsibility for paying salaries and providing fringe benefits to UniServ staff members will remain unchanged during shared-staffing assignments, but NEA and/or the affiliates to which the UniServ staff members are providing assistance will pay the costs (i.e., transportation, lodging, meals, and incidental expenses) incurred by the UniServ staff members as a result of the shared-staffing assignments.
- C. An effort will be made to accommodate the needs of all affected parties in scheduling shared-staffing assignments, provided that a UniServ staff member will under no circumstances be given a shared-staffing assignment at a time when his or her absence will have a negative impact on the Active members and/or local affiliates to which he or she is regularly assigned.
- D. After affording local affiliates and local option UniServ councils an opportunity to offer input, the state affiliate will adopt guidelines for responding to requests from NEA for shared-staffing assignments. These Shared Staffing Guidelines will be submitted to NEA in conjunction with the state affiliate's April 15 Grant Application, and must be approved by NEA.

XVI. STATE AFFILIATE UNISERV PROGRAMS

In order to participate in the UniServ Program, a state affiliate will establish and maintain a statewide UniServ program. The specific nature of the statewide UniServ program will be determined by the

state affiliate, after affording local affiliates and local option UniServ councils an opportunity to offer input, provided that the program will:

- A. Have program guidelines and operating procedures that, among other things, set forth the goals and objectives of the program, and that are consistent with the UniServ Program Guidelines;
- B. Have a designated employee who will have primary responsibility for the administration of the program on a day-to-day basis, and be the UniServ Program liaison to NEA; and
- C. Reflect the joint involvement of NEA, the state affiliate, and the local affiliates in all program-related documents and publicity.

XVII. ASSESSMENTS OF STATE AFFILIATE UNISERV PROGRAMS

- A. 1. The state affiliate's UniServ program will be assessed by NEA at least once every six (6) years. The purpose of this assessment will be to:
 - a. determine whether the structure and operation of the program are in compliance with the UniServ Program Guidelines;
 - b. determine whether and to what extent the program is achieving the purpose of the UniServ Program as set forth in Section I; and
 - c. identify "best practices" in regard to the structure and operation of the program that can be shared with other state affiliates.
- 2. In conducting its assessment, NEA will provide an opportunity for elected officers of the state affiliate, local affiliates, and local option UniServ councils, UniServ staff members, other state and local affiliate staff, and Active members to offer input.

3. NEA will prepare a written report, which sets forth the results of its assessment, and includes such recommendations as NEA may choose to make for improving the structure and operation of the state affiliate's UniServ program. NEA will meet with the state affiliate to discuss the report before it is finalized, and a copy of the final report will be made available to local affiliates and local option UniServ councils by electronic and/or other means. Unless they relate to a failure to comply with the UniServ Program Guidelines, the state affiliate will not be required to adopt any recommendations that may be made by NEA.
 4. NEA will conduct its assessments of state affiliate UniServ programs on a staggered basis, and will give the state affiliate at least one hundred and twenty (120) days' advance notice of its intent to conduct an assessment.
- B. 1. The state affiliate will conduct an assessment of its UniServ program at least once every three (3) years to determine whether and to what extent the program is achieving the goals and objectives established by the state affiliate. The procedural and substantive nature of this assessment will be determined by the state affiliate, provided that the assessment will:
- a. solicit input from elected officers of local affiliates and UniServ councils, and UniServ staff members; and
 - b. will include a survey of Active members designed to determine whether and to what extent they believe that the program is adequately meeting their needs and expectations.
2. The state affiliate will prepare a written report, which sets forth the results of its assessment, and indicates any actions that the state affiliate intends to take as a result of the assessment in order to improve the structure and operation of its UniServ program.

The state affiliate will submit a copy of its report to NEA, and make a copy available to local affiliates and local option UniServ councils by electronic and/or other means.

- C. Although NEA and the state affiliate will conduct separate assessments of the state affiliate's UniServ program, and prepare separate written reports, NEA and the state affiliate may conduct their assessments during the same Program Year, and engage in joint assessment activities.
- D. The assessments provided for in Section XVII(A) and (B) are designed to deal with the structure and operation of the state affiliate's UniServ program, and will not seek information about, or make finding with regard to, the job performance of UniServ staff members.

XVIII. DISPUTE RESOLUTION PROCEDURE

- A. Disputes Between the State Affiliate and Local Affiliates and/or Local Option UniServ Councils
 1. a. The state affiliate will establish a procedure for resolving disputes with local affiliates and/or local option UniServ councils regarding the interpretation or implementation of the UniServ Program Guidelines, and/or the state affiliate's implementation of its own UniServ program. A copy of the state affiliate's Dispute Resolution Procedure will be made available to local affiliates and local option UniServ councils by electronic and/or other means, and a local affiliate or local option UniServ council must exhaust the procedure before it may lodge a complaint with NEA. A copy of the state affiliate's Dispute Resolution Procedure will be submitted to NEA in conjunction with the state affiliate's Grant Application.
 - b. If, after exhausting the state affiliate's Dispute Resolution Procedure, a local affiliate or local option UniServ council

is dissatisfied with the resolution of the dispute, it may submit the dispute to the NEA Regional Director. If the NEA Regional Director is unable to resolve the dispute within twenty (20) days after such submission, the local affiliate or local option UniServ council may, within ten (10) days thereafter, submit the dispute to the NEA Executive Committee. The Executive Committee will take such action as it deems appropriate to resolve the dispute, including as may be appropriate the use of a committee of NEA, state affiliate, and/or local affiliate or local option UniServ council representatives. The decision of the Executive Committee will be final, provided that the Executive Committee will have no authority to require the state affiliate or local affiliate or local option UniServ council to take any action that is contrary to the UniServ Program Guidelines, the UniServ Program Administrative Agreement or any other agreement between NEA and the state affiliate regarding the UniServ Program, or any collective bargaining or other employment agreement applying to UniServ staff members.

2. The Dispute Resolution Procedure in Section XVIII(A)(1) will apply to any dispute that may arise between the state affiliate and a local affiliate or local option UniServ council regarding a local option UniServ unit, provided that the Procedure may be invoked by the state affiliate as well as the local affiliate or local option UniServ council, and the state affiliate as well as the local affiliate or local option UniServ council, may submit the dispute to the NEA Regional Director and the NEA Executive Committee.

B. Disputes Between the State Affiliate and NEA

1. If any dispute arises between the state affiliate and NEA regarding the interpretation or implementation of the UniServ Program Guidelines and/or the UniServ Program Administrative Agreement or any other agreement between the state affiliate and NEA regarding the UniServ Program, the NEA UniServ Office and the president and executive director of the state affiliate (or their designees) will attempt to resolve the dispute. If the parties are unable to resolve the dispute within twenty (20) days after initially consulting about the dispute, the NEA UniServ Office or the state affiliate may, within ten (10) days thereafter, submit the dispute to the NEA Executive Committee. The NEA Executive Committee will take such actions as it deems appropriate to resolve the dispute, including as may be appropriate the use of a committee of NEA, state affiliate, and/or other representatives. The decision of the Executive Committee will be final, provided that the Executive Committee will have no authority to require the state affiliate to take any action that is contrary to the UniServ Program Guidelines, the UniServ Program Administrative Agreement or any other agreement between NEA and the state affiliate regarding the UniServ Program, or any collective bargaining or other employment agreement applying to UniServ staff members.

XIX. MISCELLANEOUS

- A. A copy of the Grant Application (or a summary of such Application, which will set forth at least the number and nature of the UniServ Program Grants for which the state affiliate is applying) (see Section III), the Local Affiliate Involvement Plan (see Section III), the Part-Time UniServ Staffing Plan (see Section XI), the UniServ Program Employment Plan

(see Section XII), the Shared Staffing Guidelines (see Section XV), and the Dispute Resolution Procedure (see Section XVIII), will, upon request, be made available to the presidents of local affiliates and chairpersons of local option UniServ councils by the state affiliate. Such documents will be made available, at the option of the state affiliate, by electronic or other means. Copies of such documents will not be made available by NEA.

- B. NEA will adopt administrative procedures, and develop application forms and other documents, as may be necessary to implement the UniServ Program Guidelines. The UniServ Program Guidelines, and these procedures and documents, will be made available to state affiliates, local affiliates, and local option UniServ councils by electronic and/or other means.
- C. At least once during each Program Year, the UniServ Advisory Committee will make a report to the NEA Board of Directors regarding the structure and operation of the UniServ Program, which will include such recommendations as the Committee may deem appropriate.
- D. Nothing in the UniServ Program Guidelines, the administrative procedures, or the implementation of the UniServ Program by NEA, a state affiliate, a local affiliate, or a local option UniServ council will be inconsistent with or contrary to the NEA Constitution, Bylaws, or Standing Rules, or any action taken by the NEA Representative Assembly.

XX. EFFECTIVE DATE; AMENDMENTS

A. Effective Date

1. Except as otherwise provided in Section XX(A) (2), the UniServ Program Guidelines will become effective when adopted by the NEA Board of Directors.
2. Any provision of the UniServ Program Guidelines that must be approved by the NEA Representative Assembly will not become effective until such approval is obtained.

B. Amendments

The NEA Board of Directors may amend the UniServ Program Guidelines from time to time as it deems appropriate, provided that no amendment that must be approved by the NEA Representative Assembly will become effective until such approval is obtained. No amendment will affect the terms of any UniServ Program Administrative Agreement or other agreement that was entered into between NEA and a state affiliate, local affiliate, or local option UniServ council prior to the effective date of such amendment.

Methods Used to Establish Annual UniServ Program Grant

NEA Bylaw 2-7(a) provides that

.00055 of the national average annual salary of classroom teachers in the public elementary and secondary schools (rounded to the nearest dollar) [will] be allocated to UniServ grants according to the policy of the Board of Directors.

The “policy of the Board of Directors” is to allocate the funds made available pursuant to this Bylaw provision on the basis of one UniServ grant for every 1,200 “unified” NEA Active members and agency-fee payers. The amount of the UniServ grant is calculated for each Program Year as follows:

1. The national average salary of classroom teachers for the prior membership year (as determined by the NEA Research Division) is multiplied by .00055, and rounded to the nearest dollar, to produce the “per-member amount;”
2. The per-member amount is multiplied by the total number of unified NEA Active members and agency fee payers projected for the Program Year in question. Pursuant to Board of Directors policy, one percent of the product is set aside as a UniServ Program “contingency reserve,” and the remainder is the amount that will be allocated to UniServ grants for the Program Year in accordance with Bylaw 2-7(a).
3. The amount allocated to UniServ grants is divided by the projected number of UniServ units that will be approved by NEA for the Program Year in question to determine an approximate UniServ grant amount. The projected number of UniServ units is based on the full-time UniServ unit equivalents of both the full-time and part-time UniServ staff positions requested by the state affiliates in the UniServ Grant Applications that they submit to NEA in April.
4. Based upon the latest data available, the NEA UniServ Advisory Committee recommends a final UniServ grant amount to the Board of Directors at its May meeting, and the Board acts on that recommendation.

Illustrative Example

(Calculation made in April/May 2006 to determine UniServ Program Grant for the 2007-08 Program Year)

1. National average classroom teacher salary for the 2006-07 membership year	\$ 50,521
2. Projected “unified” NEA Active members and NEA Agency fee payers for the 2007-08 membership year:	
a. Active members employed in professional education positions	1,915,000
b. Active members employed in education support positions	330,000
c. Agency fee payers	<u>36,000</u>
Total	\$ 2,281,000
3. Per-member amount (.00055 x national average classroom teacher salary, rounded to nearest dollar)	\$ 28.00
4. Total amount allocated to UniServ grants for the 2007-08 Program Year (2,281,000 x \$28.00)	\$ 63,868,000
5. Total amount allocated to UniServ grants for the 2007-08 Program Year, net of 1% contingency reserve	\$ 63,229,320
6. Projected number of UniServ units eligible for NEA funding for the 2007-08 Program Year	\$ 1,806
7. UniServ grant amount for the 2007-08 Program Year	\$ 35,000

SAMPLE UNISERV PROGRAM ADMINISTRATIVE AGREEMENT

[NOTE: Attached Sample Agreement to be revised as may be necessary after UniServ Program Guidelines are adopted]

Unified Staff Service Program

(UniServ Agreement)

AGREEMENT entered into this 1st day of September 20__
by and between the

National Education Association

and

(STATE AFFILIATE)

Preamble

In order to provide members and local associations with professional staff to enable local associations to implement, improve, and coordinate programs of the United Education Profession, the **National Education Association** (hereinafter referred to as “NEA”) and the **STATE AFFILIATE** (hereinafter referred to as “the State”) have established the Unified Staff Service Program (hereinafter referred to as the “UniServ Program”). The state and its local associations desire to participate in the UniServ Program and have fulfilled all of the necessary requirements for such participation as set forth in the *NEA UniServ Program Guidelines* (hereinafter referred to as the “UniServ Guidelines”).

Therefore, in consideration of the mutual promises contained herein, the parties agree to establish and maintain a UniServ Program on a coordinated, statewide basis designed to benefit members through the deployment of UniServ personnel and services.

I. Administration

The State Executive Director shall be the administrator of the UniServ Program for the state of _____ and shall be accountable for the overall operation and financial administration of the Program. In order to fulfill effectively his/her responsibilities, he/she may assign programmatic and supervisory authority for the direction of the UniServ staff to his/her designee. Said designee shall be named and NEA shall be notified immediately of any change in UniServ staff supervision.

II. Funding

A. *Employment*

The parties have established ___ full-time UniServ units and ___ part-time staff to serve approximately _____ active members.

B. *Contributions*

The parties agree to contribute funds in support of UniServ Program operations as follows:

1. NEA shall contribute \$_____ annually during fiscal year 20__-___. This contribution shall be transmitted quarterly to the State by the 10th day of September, December, March, and June.

Full-time Units	\$_____
Partial Units	\$_____
Part-time Staff	\$_____
Total Annual Funding	\$_____

2. The State shall contribute the remainder in accordance with the plan outlined in its approved UniServ Grant application. Local option units and/or UniServ Councils shall contribute in accordance with the plan filed with the State.

C. *Extent of Obligation*

The contribution specified for each party in Paragraph B, above, represents the complete and sole financial obligation to the UniServ Program. Failure of any party to make its contribution in accordance with the terms of Paragraph B shall not shift the financial burden of such deficit to the other party.

D. *Utilization of Funds*

All funds contributed to the parties shall be expended in accordance with the approved UniServ Grant application.

E. *Unexpected Funds*

Upon termination of this Agreement, the right to all unexpended funds advanced by NEA, including both contributions and interest earned, shall revert to NEA in proportion to the time remaining on the term of this Agreement.

III. UniServ Guidelines

NEA and the State agree to abide by the UniServ Guidelines in effect September 1, 20___. A copy of the *UniServ Guidelines* is attached.

IV. Miscellaneous

A. *Entire Agreement*

This Agreement incorporates the entire understanding of the parties with respect to the subject matter contained herein.

B. *Amendment or Waiver*

An amendment to or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of any party to insist upon strict performance of any of the provisions of this Agreement in the event of a default shall not be construed as a waiver of any subsequent default of the same or a different nature.

V. Term of Agreement

A. *Duration*

This Agreement shall become effective as of September 1, 20___, and shall remain in full force and effect until August 31, 20___, subject to earlier termination as provided in Paragraph B.

B. *Early Termination*

This Agreement may be terminated prior to August 31, 20___, as follows:

1. At any time upon written notice of at least 30 days and agreement of both of the parties.
2. Upon 10 days' written notice by NEA or the State if a local/unit fails at any time to meet the standards for participation in the UniServ Program, as set forth in the UniServ Guidelines.

B. *Early Termination*

C. *Successor Agreement*

Upon the written request of any party sent to the other party, not later than June 1, 20___, the parties shall enter into negotiation for a successor agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

_____ Education Association

By: _____

National Education Association

By: _____

_____, Manager
NEA UniServ Program

RECOMMENDATION REGARDING FULL-TIME AND PART-TIME UNISERV STAFF MEMBER JOB DESCRIPTION

Section XIII(C) of the UniServ Program Guidelines provides in relevant part as follows:

The specific job responsibilities of full-time and part-time UniServ staff members will be set forth in a written job description that is consistent with the UniServ Program Guidelines, and that is developed through a decisionmaking process that is in accord with the legal rights and obligations of the staff members and their organizational representatives, and the employing state affiliates, local affiliates, and UniServ councils.

NEA recommends that the written job description of full-time and part-time UniServ staff members that is developed in accordance with the above provision include, but not be limited to, the functions set forth below:

1. Advocating for the rights of unified NEA Active members of the local affiliate through collective bargaining, grievance processing, and other means;
2. Developing and/or implementing local affiliate programs and activities to increase and maintain unified NEA Active membership;
3. Developing and/or implementing local affiliate political action, community/public relations, legislative support, and professional development activities and programs;
4. Developing and/or implementing local affiliate programs in member rights and human relations;
5. Improving and maintaining the organizational health of local affiliates through leadership training and development, internal communications, business management, and conflict resolution; and
6. Coordinating and advocating NEA and state affiliate programs and priorities with local affiliates and the unified NEA Active members of local affiliates.

NEA UniServ Program Administrative Procedures

Introduction

In accordance with Article XIX (Miscellaneous) of the NEA UniServ Program Guidelines, the NEA has developed these Administrative Procedures to assist state affiliates with the implementation of the NEA UniServ Program Guidelines.

Application Procedures

All applications for the NEA UniServ Program shall be by the State Affiliate Executive Director or his/her designee. Said designee shall be named and NEA shall be notified immediately of any changes in Executive Director or his/her designee.

State affiliates must submit their applications to the NEA UniServ office by April 15 of the preceding Program Year. After consideration of the application by the NEA, the state affiliate will be informed of the action taken no later than June 1.

The following documents (*if applicable*) shall be included with the NEA UniServ application form or developed and retained by the local option unit/council or state affiliate. Items number one through eleven (1-11) are due with the April 15th submission. Items number twelve through fifteen (12-15) must be kept on file by the state or local option affiliate and submitted to the NEA UniServ Office upon request or date specified. Each item references where it can be found in the UniServ Guidelines.

1. The **NEA Application for UniServ Program Grants** containing UniServ Unit and UniServ Staff informa-

tion and data as per the application, the grant configuration, a map of the state identifying the geographic boundaries of each UniServ unit (III-A-1-a,b,c,d), and the number of full, partial (*IV-C*), and part-time (*IV-D*) grants. (*Yearly*)

2. The **Application for UniServ Sparsity or Density Grant**. (*IV-B-2-a,b*) (*Yearly, if applicable*)
3. The **Application for UniServ Development Grant and Development Grant Progress Report**. (*IV-B-2-c*) (*Yearly, if applicable*)
4. A copy of the state affiliate's Board of Directors (or other appropriate governing body) approval of the grant application. (*III-A-1*) (*Yearly*)

Note: (1) State affiliates should indicate how this approval was obtained, and must attach or quote the relevant governance body action taken. State affiliates will be afforded flexibility in complying with the approval requirement. The governance of each state affiliate may decide for itself how best to obtain the requisite approval, in light of its size, governance structure, and other relevant factors. For example, a small state affiliate with a relatively simple Grant Application may choose to provide each member of its board of directors with a hard-copy of the entire Application, discuss the Application at a board of directors meeting, and then vote to approve the Application. This approach may be inappropriate for a large state affiliate, in which the Grant Application may be lengthy and contain complex financial and demographic data. Such a state affiliate may decide to comply with the approval

requirement in a very different way. For example, using one of the following approaches:

1. Have the state affiliate board of directors delegate approval authority to a board sub-committee, the executive officers, and/or the executive director;
2. Make the Grant Application available to a governing body electronically, rather than by hard-copy, and obtain approval by e-mail; or
3. Base approval on a governing body's review of a summary of the Grant Application, as opposed to the entire Application.

The foregoing approaches are intended to be illustrative rather than exhaustive. The determinative point is disclosure to state affiliate governance.

(2) Approval by a state affiliate governing body is not required for changes in the amount or nature of the requested UniServ Program funding that may be agreed to by the state affiliate and NEA before NEA acts on the Grant Application that has been submitted, or changes that may be made with NEA's concurrence in order to accommodate changed circumstances during the Program Year.

The NEA recommends that the state affiliate governing body be kept informed of any changes to the initial application after it has been approved by the NEA.

4. A description of the state's part-time UniServ Program. (XI-A-1-a,b,c,d) (*Yearly, if applicable*)
5. The **Plan to Overcome Membership Loss** form for units that experienced a membership decline exceeding 5% from January 31 of the previous year (*Yearly, if applicable*).
6. An **Application for a Flexible Staffing Exception** (V-A) (*Yearly, if applicable*).
7. A copy of the state affiliate's **Local Affiliate Involvement Plan (LAIP)**. (III-A-2) (*2009 and thereafter only when substantively changed*)

Note: An acceptable plan must assure that representative local affiliates have had an opportunity to participate in certain decisions that are made by the state affiliate as the employer of UniServ staff members in state option UniServ units; and include a section indicating how the presidents of local affiliates that are affected by the decisions referenced in Section III(A)(2)(a), (b), and (c)] of the UniServ Guidelines will be afforded an opportunity to provide meaningful input during the state affiliate's decision-making process. A state affiliate is free to develop an LAIP that is appropriate to its needs, and in that regard make the final decision as to the structure, format, and content of the plan so long as there has been "meaningful input" from representative local affiliates.

The term "meaningful input" is not susceptible to precise definition, but would at a minimum mean that "the presidents of local affiliates that are affected" or "representative local affiliates," as the case may be, receive some advance notification (electronically or otherwise), and are afforded an opportunity to react and express their views before a state affiliate's decisions are finalized.

8. A copy of the state affiliate's **Shared Staffing Plan**. (XV-D) (*2009 and thereafter only when substantively changed*)
9. A copy of the state affiliate's Board of Directors (or other appropriate governing body) approved job description for UniServ Staff and UniServ Specialist Staff. (X-C) (*2009 and thereafter only when substantively changed*)

Note: State affiliates should pay particular attention to the definitions of UniServ Staff and UniServ Specialist Staff. UniServ specialists may provide services to a great many UniServ units, and it will not be necessary for state affiliates to specifically identify all of the units in question. A general statement – such as "all state option UniServ units

in Region No. 3” or even “all state option UniServ units” will suffice.

10. A copy of the state affiliate’s **Affiliate Dispute Resolution Plan**. (XVIII-1-a) *(2009 and thereafter only when substantively changed)*
11. The state affiliate’s **UniServ Program Employment Plan** including Affirmative Action goals. (XII) *(Submitted once every three (3) years)*
12. A document describing the affiliate’s statewide UniServ program which includes program guidelines, operating procedures, and the goals and objectives of the UniServ program. (XVI) *(Retained by the affiliate for review upon request)*
13. A local option unit must submit a **Local Option UniServ Unit End-of-Year Financial Review Form** (IX-B-1) *(Yearly - This form is due no later than sixty (60) days after the end of the Program Year which ends August 31st)*
14. A written report of the **UniServ Program Assessment** conducted by the state affiliate (XVII-B-2) *(At least once every three years)*

UniServ Funding

The UniServ grant for individual UniServ units shall be determined on an annual basis by the NEA Board of Directors. The grant will be based on a minimum of 1200 Active members and agency fee payers. The funding shall be for the purpose of employing full-time and part-time UniServ staff in accordance with the UniServ Guidelines.

Failure to comply with the UniServ Program Guidelines or any agreement or commitment made pursuant to the Guidelines may result in NEA withholding or reducing UniServ Program Funding.

Local Option UniServ Units will in all respects comply with the UniServ Program Guidelines. It is highly recommended that local option units receiving UniServ grants conduct an annual audit or financial review by an

independent audit firm or state association to be submitted with the End-of-Year Financial Review Form.

UniServ Program Administrative Agreement

The NEA and the state affiliate will enter into a UniServ Program Administrative Agreement on or about June 1 of the Program Year.

Eligibility to be UniServ Staff

In order to be eligible for UniServ Program funding, an employee in a state option UniServ staff position must “work directly with one or more local affiliates,” which is defined to mean that the employee must spend “all or almost all of his or her working time” performing the functions of a UniServ Staff *and be referred to as “UniServ directors” or UniServ specialists*”. The term “almost all of his or her working time” is not susceptible to precise definition, and could turn to some extent on the facts in a particular case. As a general proposition, however, an employee will be presumed to fall below the requisite threshold unless he or she spends at least 80% of his or her working time during the Program Year performing the functions of UniServ Staff.

The use of UniServ specialists means that not more than ten percent (10%) of the total number of state option UniServ staff positions for which the state affiliate is eligible during a Program Year will be UniServ specialist positions. The term “eligible” does not mean the number of state option UniServ staff positions that a state affiliate could apply for under the various formulae set forth in Section IV of the UniServ Program Guidelines, but rather the number of state option UniServ staff positions for which a state affiliate actually receives NEA UniServ funding during the Program Year. i.e. a state affiliate may during the 2009-10 Program Year qualify under Section IV for 100 NEA-funded state option UniServ staff positions, but choose to request and in fact receive NEA funding for only 80 state option UniServ staff positions. The state affiliate would, under the 10% cap, be allowed to have eight – not

ten – UniServ specialists during the 2009-10 Program Year. A state affiliate will be allowed under Article X to have up to the same percentage of UniServ specialists as it had during the 2007-08 Program Year (the last Program Year during which the predecessor UniServ Program Guidelines were in effect), if this “grand-parented percentage” exceeds the 10% cap.

Every state affiliate may have at least one UniServ specialist. This allows any state affiliate that is receiving NEA UniServ funding for less than ten state option UniServ staff positions during a Program Year to exceed the 10% cap. Accordingly, the provision allows a state affiliate to exceed the 10% cap or the grand-parented percentage, whichever applies, if it can demonstrate to NEA that this is necessary because of collective bargaining, fiscal exigency, and/or other specified reasons. By way of example, if a non-grand-parented state affiliate had 100 NEA-funded UniServ staff positions during the 2007-08 Program Year, 90 of which were UniServ directors, and 10 of which were UniServ specialists, a change to 89/11 during the 2009-10 Program Year would both exceed the 10% cap and reduce the number of UniServ directors below the number that the state affiliate had during the 2007-08 Program Year. The state affiliate would be able to make this change only if it could demonstrate to NEA that it was necessary because of one of the specified reasons.

Recommendation Regarding Full-time and Part-time UniServ Staff Member Job Description

NEA recommends that the written job description of full-time and part-time UniServ staff members that is developed in accordance with the UniServ Guidelines include, but not be limited to, the functions set forth below:

- Advocating for the rights of unified NEA Active members of the local affiliate through collective bargaining, grievance processing, and other means;

- Developing and/or implementing local affiliate programs and activities to increase and maintain unified NEA Active membership;
- Developing and/or implementing local affiliate political action, community/public relations, legislative support, and professional development activities and programs;
- Developing and/or implementing local affiliate programs in member rights and human relations;
- Improving and maintaining the organizational health of local affiliates through leadership training and development, internal communications, business management, and conflict resolution; and
- Coordinating and advocating NEA and state affiliate programs and priorities with local affiliates and the unified NEA Active members of local affiliates.

Shared Staffing

- A UniServ Shared Staffing Request Form will be submitted to anyone requesting shared staffing. The form must be completed in order to start the process. The form will be posted on UniServ Central at InsideNEA.
- The request must be timely. UniServ Managers must receive a **30 day notice** of the need for shared staff.
- The affiliate requesting shared staffing assistance will designate one person in the state as the Project Team Leader. The NEA UniServ Program Manager will act as the liaison between the Project Team Leader and the UniServ Managers.
- Upon receipt and review of the Request Form, the NEA UniServ Program Manager will discuss the project with the Project Team Leader and approve or deny the request.
- Once approved, the NEA UniServ Program Manager sends an email to UniServ managers to request volunteers, with a copy of the applicable regional director.

- UniServ Managers will submit the names of volunteers for the project to the NEA UniServ Program Manager, who will forward the names to the Project Team Leader.
- The office of the NEA UniServ Program Manager will notify the NEA Travel Office the list of volunteers and their travel dates for Garber’s direct billing purposes.
- The office of the NEA UniServ Program Manager will forward the following to the Project Team Leader in addition to the list of volunteers:
 - Shared Staffing Travel Arrangements
 - Travel Guidelines for Non-NEA Personnel
 - Electronic travel voucher
- The Project Team Leader is responsible for providing these documents to the volunteers and reviewing the Travel Guidelines. It is imperative that the volunteers understand the Travel Guidelines as NEA will not reimburse for expenses that do not comply.
- Voucher expenses will be tracked and volunteers will be notified of the status of their reimbursement. The state affiliate will fund one third of the project and NEA will fund the remaining two thirds.
- The Project Team Leader will submit a summary/evaluation report to the NEA UniServ Program Manager at the conclusion of the project.

Dispute Resolution Procedure

Section XVIII (A)(1)(a) of the UniServ Guidelines addresses disputes regarding the interpretation or implementation of the UniServ Program Guidelines, and/or the state affiliate’s implementation of its own UniServ Program.

State affiliates must establish their own dispute resolution procedure and local affiliates or local option UniServ councils must exhaust that procedure before they may submit the dispute to the NEA.

Once the state affiliate dispute resolution procedure has been exhausted and the complaint is not satisfactorily resolved, the Representative of the complainant may, within ten calendar

days of receipt of the response, appeal the complaint in writing to the NEA Regional Director for the State.

NEA makes the following recommendations.

1. In terms of purpose, a state affiliate’s dispute resolution procedure should attempt to strike a balance: it should, on the one hand, provide local affiliates and local option UniServ councils with a forum for expeditiously and equitably resolving legitimate complaints that are brought in good faith, but should not require the state affiliate (and, in turn, NEA) to devote time and resources to processing frivolous, petty, or other complaints that are brought for questionable motives.

Toward this end, NEA recommends that a state affiliate’s dispute resolution procedure require that a complaint (a) be filed by an action of a governing body of a local affiliate or local option UniServ council, and (b) be considered timely only if it is filed within a specified period after the local affiliate or local option UniServ council knew or reasonably should have known of the basis for the complaint – *e.g.*, 30 calendar days. NEA, for its part, ordinarily would not entertain a dispute under Article XVIII (A) (1) (b) that was not properly or timely filed under the state affiliate’s dispute resolution procedure.

The foregoing does not mean that state affiliates should necessarily ignore complaints that are raised by an individual officer or other representative of a local affiliate or local option UniServ council and/or that are untimely filed. Although these complaints might not be sufficient to trigger a state affiliate’s formal dispute resolution procedure, the state affiliate should attempt to deal with them informally before they escalate;

2. A state affiliate’s dispute resolution procedure should, in terms of structure, be analogized to a grievance procedure in a collective bargaining agreement. It should be a multi-level procedure, in which those disputes that are not satisfactorily resolved at an earlier, less-formal, stage would be submitted to an appropriate state affiliate governing body, whose decision would be “final” – subject to the right of the local affiliate or local option UniServ

council to submit the dispute to the NEA Regional Director pursuant to Section XVIII(A)(1)(b); and

3. Section XVIII (A) (1) (b) requires a local affiliate or local option UniServ council to exhaust a state affiliate’s dispute resolution procedure before submitting a dispute to the NEA Regional Director. In order to avoid any confusion in this regard, a state affiliate’s dispute resolution procedure should define “exhaustion” to mean that a decision has been rendered at the final stage of the procedure, the state affiliate has failed to comply with its own dispute resolution procedure, or the state affiliate has failed to process a properly filed complaint in timely fashion.

Section III (B) of the UniServ Guidelines addresses disputes regarding implementation of an approved grant application.

For illustrative purposes, assume that a state affiliate’s Grant Application complied with all of the requirements in Section III(A)(1) and was accepted by NEA, but a local affiliate alleges that the state affiliate is not complying with the UniServ director/UniServ specialist ratio that is in the Grant Application. Because that dispute does not involve the interpretation or implementation of the UniServ Program Guidelines and it might not involve the interpretation or implementation of the state affiliate’s own UniServ program, it would not be subject to the Dispute Resolution Procedure under Section XVIII(A)(1)(a). The dispute would, however, be subject to the Dispute Resolution Procedure under Section III (B) which allows the utilization of Dispute Resolution Procedure set forth in Section XVIII, because it involves “implementation of a Grant Application that has been accepted by NEA.”

Local Affiliates within the UniServ Unit

- Membership is unified. A member may not join the local association without simultaneously joining the state and national associations.
- The constitution, bylaws and standing rules of the local, state and national are compatible.
- The local association assumes the responsibility to represent its members before all official bodies and boards and attempts to be recognized as the official representative of the members. Where negotiation laws do exist, the association will attempt to gain recognition as the exclusive negotiating representative of the members and to negotiate a comprehensive contract.
- The local association shall actively support state and national program priorities in political action, legislative support, professional development, and affirmative action.
- The local association transmits all dues collected on behalf of the state and national association as soon as possible. Dues shall not be held up for annual, semi-annual or even quarterly accumulation.
- The local association shall maintain a set of books and shall record the income and disbursement of funds by the association.
- The local association develops and implements a membership growth and maintenance program.
- The local association shall maintain a level of dues which allows for the operation of a full program of services to the membership and is able to fund an organizational structure without the financial sacrifice of one leader or a small group of leaders.
- The local association shall vest all policy-making power in either the membership or an elected representative body.
- The local association shall maintain adequate, permanent files in a location reasonably accessible to the membership.
- The local association shall maintain an effective communication system.
- Within the defined UniServ Unit, no school district will have more than one NEA affiliate to which a member is eligible to join.



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