NEVADA STATE EDUCATION ASSOCIATION

NSEA POLICIES

UPDATED: September 29, 2026

Table of Contents

Preface Page

NSEA Core Values, Vision and Mission Statement 5

Strategic Planning and Goals 6

I. General 8

II. Governance 8

A. NSEA President 8

B. NSEA Vice-president 11

C. NSEA Secretary-Treasurer 12

D. NEA Directors 12

E. NSEA Board of Directors 12

13. Staff 13

14. Calendars 14

15. Caucus Recognition 15

F. NSEA Delegate Assembly 16

G. NEA Representative Assembly 17

1. Association 17

2. Caucus Meetings 17

3. R.A. Business Item Committee 18

4. R.A. Funding 18

H. NSEA Committees 19

9. Budget Committee 21

10. Education Support Professionals Committee 23

11. Government Relations Committee 23

12. Instruction and Professional Development Committee 23

13. Minority Affairs Committee 23

14. Retired Committee 24

15. Special Education Committee 24

16. Elections and Credentials Committee 25

17. Resolutions Committee 25

18. Membership Committee 25

19. Awards Committee 25

I. Local Affiliates 25

1. Trusteeship of Local Affiliate 25

2. NSEA Grants to Local Affiliates 32

3. NSEA UniServ Policy 32

J. UniServ Council of Nevada (UCN) 35

K Membership 35

1. Membership Committee 35

2. NSEA Membership Organizing Grants 36

3. Early Enrollment 37

L Government Relations and Political Action 37

1. Lobbying 37

2. TIP (Together in Politics) 38

M. Member Benefits 39

III. Operations 41

A. Executive Director and staff 41

B. Communications 43

C. Association Property Policy 43

1. Association Vehicles 43

2. Cellular Phones 44

3. NSEA Offices 44

D. Financial and Operational Standards Policy 44

E. Operations, Affiliate and Service Agreements 47

F. Conflict of Interest Policy 48

G. Whistleblower Policy 52

H. Legal Services Policy 55

I. Employment and Affirmative Action Policy and Plan 56

J. Harassment Policy 57

IV. Budget and Finance 58

A. Dues 58

B. NSEA UniServ Funding 60

C. Audit 61

D. Financial Administration 61

E. Interfund Transfers 62

F. Expenses and Vouchers 63

G. Credit Cards 65

H. Capital Improvement Fund Policy 65

I. Operating Reserves Fund Policy 67

J. NSEA-Retired Corpus Fund Policy 69

K. Advocacy Fund Policy 70

V. Electronic Meetings 71

VI. Electronic Voting. 72

VII. Addendums 72

A. Legal Services Policy 72

B. Glossary 80

Please note: sections marked “Association” are sections enacted by the NSEA Delegate Assembly and can only be changed by a vote of the Delegate Assembly. Sections marked “Board” can be amended by the NSEA Board of Directors.

Preface

NSEA’s Core Values

Member Driven

We believe in a member driven organization, created and democratically governed by members. As stewards of the organization, members determine the legislative agenda, provide financial oversight, and craft the guiding principles of the organization.

Justice

We believe in the protection of member rights. We believe that the collective bargaining process is essential for the fair and just treatment of members.

Equality

We believe public education is the basis for a strong and healthy society which results from quality schools, quality educators, quality students and quality communities.

Strong Vocal Advocate

We believe a quality public education includes partnerships with students, employees, families, communities, and all stakeholders who support NSEA’s mission and vision.

NSEA’s Mission

The mission of NSEA is to advocate for and empower members by providing a united, political and professional voice in order to ensure the right to quality public education.

NSEA's Vision

The vision of NSEA is to be the trusted education expert, united to ensure an exceptional public education for every Nevada student.

Adopted by the NSEA Delegate Assembly, 2011

Strategic Goals & Outcomes

Goal A: Economic Sustainability & Stewardship

By 2016, NSEA will ensure ongoing economic sustainability and stewardship that supports the mission and vision of NSEA.

Performance Indicators/Measures:

a. Increase the reserve fund to equal 6 months operating expenses.
b. Increase non-dues revenues by 5% of the operating budget.
c. Continue to implement expense control measures.

Outcomes

- Continue to receive clean Audits
- Reserve fund will be fully funded
- Identify non-dues donors and get them to join

Goal B: Member Engagement

NSEA will facilitate the participation of more members and locals in all aspects of NSEA

Performance Indicators/Measures:
100% of all locals will develop and implement a plan to ensure:

- 90% of all building rep positions will be filled.
- 100% of elected positions will be filled.
- Training and conferences will be filled at 90+% of capacity
- 90% of local meetings have a quorum (as determined by locals)
- Increased member advocacy

Goal C: Changing Public Perception

NSEA, its affiliated locals, and its members will be the most trusted and effective voice for public education in the state of Nevada.

Performance Indicators/Measures:

a. Percentage of positive responses to "Do you trust NSEA to be the best advocate for your child's public education?"
b. Increase the number of opportunities and resources that enhance NSEA's stature within the state
c. Percentage of positive responses to NSEA's enhanced stature within the state
d. An increase of members and the public who testify to governing bodies.

Outcomes:

NSEA will have an effective internal/external communication and coalition programs.

Goal D: Political and Legislative Action

NSEA will be the driving force and leading voice for educational policy making in Nevada.

Performance Indicators/Measures:

a. 95% or more of members vote
b. 80% of members vote for endorsed candidates
c. 50% or more of members are involved in endorsed candidates' campaign.
d. Number of member experts on political and legislative issues
e. 100% of legislation opposed by NSEA is defeated.
f. 100% of locals have a GR program coordinated with NSEA
g. 80% of NSEA supported legislation is passed.

Goal E: Increase Membership

NSEA will work with the local affiliates to increase membership by 2% annually and retain current membership.

Performance Indicators/Measures:

a. Percentage of membership increase
b. 100% of local affiliates develop and implement a membership plan to recruit and retain membership

Adopted by the NSEA Delegate Assembly, 2011

I. General

Association

A. Any Association policy originated by the NSEA Board in situations not contemplated or otherwise provided for by the Delegate Assembly shall be reported to the Delegate Assembly at its next scheduled meeting. (DA 12/73, BD 8/90)

Board

B. All policies be submitted on an NSEA Policy Form specifically designed for that purpose. (BD 1/80)

C. All proposed policies state which policy, if any, is being replaced. (BD 1/80)

D. All proposed policies state into which category they should be placed. (BD 1/80)

E. Each policy must carry the date on which it was adopted.

F. The NSEA policy manual will be posted on the NSEA website, with a copy going to each Board of Directors member, and one copy to each local association in care of the president. (BD 1/80, BD 03/13)

G. Any subsequent change/amendments in the NSEA Board Policy shall be presented for information at the NSEA Board meeting prior to the one at which action is taken. (BD 11/79)

H. If a local affiliate/entity, program, title, etc. should change its/their name, these changes shall be editorially reflected in these policies. (BD 9/86)

I. A glossary of terms shall be added to show the acronyms with their definitions, and the changes in program titles showing the old term(s) and its replacement.

J. The NSEA believes that sexism and sex discrimination must be eliminated and endorses the use of non-sexist language. Such usage is required, as appropriate, in all NSEA documents. (BD 10/88)

II. Governance

A. PRESIDENT

ASSOCIATION

1. The NSEA shall secure full-time release for the NSEA President. (DA 5/81, DA 4/12)

BOARD

2. The President shall be the policy leader of the Association and shall be responsible for its governance and the formation of Association policy and adoption procedures.

3. The President shall devote full-time to the position and keep regular and consistent office hours when not traveling on Association business. If the President seeks and is elected or appointed to local, state or federal public office, he/she shall submit his/her resignation to the NSEA Board of Directors or request a complete unpaid leave of absence from the position. The NSEA Board of Directors shall have the sole discretion in the granting of any leave of absence. Except as provided above, the President may accept, upon notification to the NSEA Board of Directors, any appointed position which does not conflict with his/her duties as President or the Policies, Bylaws or Resolutions of the Nevada State Education Association or the National Education Association. (BD 3/92)

4. The President shall cooperatively work with NSEA local affiliate elected leaders in unifying and building support of the United Educators Profession, and shall engage in ongoing communication with and field visits to NSEA local affiliates in order to create a better understanding of NSEA governance objectives and in securing direct input from local association leaders.

5. The NSEA President shall:

   a. perform all duties as outlined in the NSEA by-laws;

   b. chair the State TIP Committee and be the NEA-PAC representative for the state;

c. be directly accountable to the NSEA Board of Directors and file a monthly calendar report of governance activities and by the first Friday of the subsequent month; (BD 09/2020)

d. have similar office hours/hours of availability as the NSEA staff to ensure collaborative work and communication can be completed, exceptions to this shall be noted in the monthly calendar reports provided to the Board of Directors; (BD 09/2020)

e. present recommendations to the NSEA Board of Directors and NSEA Delegate Assembly for the establishment of goals, priorities and action programs;

f. coordinate ongoing training for the NSEA Board of Directors, the purpose of which is to clarify communication expectations between the Officers and Board members; to assist Board members to better understand and function in their roles and responsibilities; and to provide stronger services for Association members; (BD 09/2020)

g. in cooperation with the NSEA Executive Director, work to ensure that all policies and action items of the NSEA Delegate Assembly and Board of Directors are carried out;

h. with the NSEA Executive Director, articulate communications concerning NSEA Board actions, policies, goals and membership concerns to the membership and to the public;

i. meet on a regular basis with the NSEA Executive Director in order to discuss issues in which NSEA is or will be involved. With the NSEA Executive Director, develop the respective roles and coordinate the respective roles in areas where there is a sharing of responsibility;

j. co-sign with the NSEA Executive Director all contracts and other instruments connected with the business affairs and professional activities of the Association and its corporate name which are approved by the NSEA Board of Directors;

k. be responsible for conducting a regular performance evaluation of the Executive Director which will include input from the Board of Directors. This shall be carried out by the Board under approved contractual policies and procedures and in a timely fashion; (BD 09/2020)

l. approve all travel expense vouchers of NSEA elected leaders through the NSEA Executive Director and NSEA Vice President;

m. keep informed of regional and national concerns and in cooperation with the NEA Directors of Nevada represent NSEA's governance interests with NEA, its federal legislative program and at the NEA Representative Assembly, and shall serve as the official representative of the Association at all meetings of education bodies and other groups;

n. as chief spokesperson of the Association, have the responsibility of representing the Association's position and its members' rights to any and all agencies, institutions, or other bodies as required. Attendant with this responsibility shall reside the rights of the President to send a surrogate or delegate in his/her place;

o. be an ex-officio member of all NSEA committees and be responsible for making timely committee and chairperson appointments, this to be carried out in accordance with NSEA Bylaws and Policies;

p. be responsible for the training of all committee members and chairpersons as to their responsibilities and roles;

q. exercise responsibility in assuring that program activities and objectives are developed for each NSEA standing committee;

r. be knowledgeable of NSEA's Legislative Program and actions; meet extensively with elected local affiliate leaders to explain, clarify, and enhance support for the program; and assist NSEA's lobbying efforts as a member of the lobby team.

6. Compensation

a. The minimum number of workdays each year shall be 245, under a flexible accounting schedule accommodating weekend meetings, evening meetings, and other items which are beyond the regular NSEA hours. If such flex time is needed it shall be noted on the monthly calendar report of governance activities. (BD 09/2020)

b. The Association will pay appropriate retirement payments/ social security taxes, whether the President is released through the district payroll system, or a full employee of the Association.

c. The President's health premiums will be paid by the Association, either through the release payment, or directly to the vendor health organization.

d. The President shall receive sick leave and vacation equal to that of the Executive Director. The NSEA Board of Directors may grant additional sick leave. (BD 11/16)

e. The President will be reimbursed for expenses incurred while representing the Association, in accordance with the Expense Policies of the NSEA. Non-reimbursable expenses incurred by the President may occur, such as telephone or

home office expense. These are not the obligation of the Association. (BD 4/98)

B. VICE PRESIDENT shall:

BOARD

1. Perform all duties as outlined in the NSEA Bylaws.

2. Chair the NSEA Membership Committee.

3. be the Vice-Chairperson of the Budget Committee

4. provide a monthly calendar report of governance activities to the Board of Directors by the first Friday of the subsequent month. (BD 09/2020)

C. SECRETARY TREASURER shall:

BOARD

1. Perform duties as outlined in the NSEA Bylaws.

2. Chair the NSEA Budget Committee

3. Review reports and recommendations with the entire Budget Committee;

4. provide a monthly calendar report of governance activities to the Board of Directors by the first Friday of the subsequent month. (BD 09/2020)

5. Coordinate proposed budget with Delegate Assembly directives;

6. Present the proposed budget to the Board of Directors

7. Present the budget to Delegate Assembly as recommended by the Board of Directors;

D. NEA DIRECTORS representing Nevada shall:

BOARD

1. Represent NSEA concerns on the NEA Board of Directors.

2. Communicate in a written report following each NEA Board meeting, the actions of the Board to the delegates of the Delegate Assembly. (BD 10/95)

E. NSEA BOARD OF DIRECTORS

ASSOCIATION

1. The NSEA shall purchase the NEA AD&D insurance for the NSEA President and Vice President. (DA 5/73)

2. The NSEA Board of Directors shall vote by roll call on motions pertaining to fiscal matters exceeding $5000. (DA 4/78, BD 9/99, BD 01/2020)

3. A copy of the minutes of NSEA Board meetings shall be sent to local presidents, or any member upon request and the within 30 calendar days following a regular Board meeting. (DA 4/78, DA 4/90, DA 4/16)
4. Each member of the Board of Directors may submit a request to attend one of the following NEA National Conferences, once during their term of office (if the Board Member meets the requirements to attend:

- Leadership Summit
- Minority Leadership Training/Womens Leadership Training (MLT/WLT)
- Conference on Racial and Social Justice
- Aspiring Educators Conference (Aspiring Educators only)
- Retired Conference (Retirees only)
- ESP Conference (ESPs only)

Alternatively, a member of the Board of Directors may submit a request to attend a Superweek of NEA (held from Thursday to Sunday) to participate in federal lobbying and observing the full NEA Board meeting. Requesting to attend Superweek shall forfeit the opportunity to request attending a NEA National Conference, as outlined above.

The President shall have the right to regulate the number of Board Members attending any specific meeting and may deny the request. If the President denies the request, an alternate meeting may be selected by the Board Member.

NSEA shall cover the reasonable costs of airfare, lodging, and per diem for attending the meeting of conference. In the event that the Board Member is unable to attend the full event, the Board Member shall reimburse NSEA for the funds expended by NSEA to attend the meeting or conference. The President may waive the requirement of reimbursement based upon good cause for unforeseen emergencies. (BD 26)

BOARD

4. A motion affecting policy or setting policy and passed by this Board be compiled in a handbook for use by Board members. (BD 4/67)

5. The NSEA President may hire a registered/certified parliamentarian who is not a member of the NSEA Board of Directors, to act as parliamentarian at the NSEA Board meetings, as needed. (BD 1/78, 9/86, 4/13)

6. Only officially seated NSEA Board members shall be contacted for telephone polls. Officially seated shall mean these members seated by the NSEA Board after their election and/or appointment. (BD 8/78, 4/13)

7. All telephone polls of the NSEA Board shall be ratified at the next NSEA Board meeting following such polls. (BD 8/78, 4/13)

8. All voting on negotiated staff contracts shall be by roll call vote. (BD 11/91)
9. No Board meetings are to be scheduled on Rosh Hashanah or Yom Kippur. (BD 7/99)

10. All board members must confirm their attendance by following the procedure defined in the logistics package. Any board member who is absent for over half of the meeting shall be considered absent. The Secretary-Treasurer shall call the roll at the beginning of all Board meetings. Following each board meeting the President and Secretary shall determine if a Board member was absent due to their late arrival or early departure.

The minutes of the board meeting will reflect the attendance and absences of all board members. If an absent board member is seeking an excused absence, they must submit in writing to the president within 10 (ten) business days after the board meeting the reason for their absence. NSEA shall cover the reasonable costs of airfare, lodging, and per diems for attending the Board of Directors meeting. In the event that the Board member is unable to attend the full event, The Board Member shall reimburse NSEA for the funds expended by NSEA to attend the meeting. The President may waive the requirement of reimbursement based upon good cause for unforeseen emergencies.

For the Directors elected to represent entity membership, being absent from more than 50 percent of the regularly scheduled meeting within a single membership year shall constitute a vacated position. (BD 4/78, 1/88,5/03, BD 09/26)

11. All pertinent information related to items for Board action should be submitted to members of the Board at least one week prior to Board meetings when possible. Items for action concerning member's appeals to the Board of Directors will be given to the Board at the time of the appeal hearing. (BD 3/80, BD 09/2020)

12. The NSEA Board of Directors shall notify the NSEA Delegate Assembly when they do not meet the minimum percentage of representation standards for minority members. The Delegate Assembly shall nominate and elect a member-at-large to the Board, as needed, to ensure that percentage of representation on the Board meets this minimum. Members elected in this manner shall serve the same number of terms as Board members defined in the NSEA Bylaws. If the Board subsequently meets the representation standards for minority members, the additional at-large seat will be eliminated at the conclusion of the current term. (BD 4/98, 2/99, 3/02)

13. Staff

a. Employment of an Executive Director

The board shall approve performance expectations for the Executive Director which shall reflect his/her responsibilities concerning programs

and employment, management and negotiations with staff. The Executive Director shall be evaluated according to the terms of his/her employment contract and the evaluation reports shall be submitted to the Board of Directors for their information in executive session. (BD 5/84)

b. The Board directs staff to offer any help necessary to all local affiliates to secure leave time for all state officers at no loss of pay (except substitute). (BD 12/71)

c. When local affiliate requests the involvement of the NSEA Executive Director in selecting local staff, the guidelines for such involvement shall be reduced to writing to ensure that there is no impression of impropriety rising from such involvement. (BD 1/85)

d. Communications regarding the Executive Director must be directed to the President. The President shall contact the originator of the communications to discuss the matter. The President shall subsequently meet with the Executive Director to discuss the communications. The matter will be brought to the NSEA Board of Directors for action, if necessary. (BD 5/84)

e. Staff Negotiations

i. The Executive Director and the negotiations team are authorized to negotiate all staff contracts, and the Executive Director has the authority for reaching tentative agreement. (BD 1/80, 5/84)

ii. The Executive Director shall meet with the Board of Directors in executive session to receive guidelines in negotiating the contracts. (BD 1/80, 5/84)

iii. The Executive Director shall update the Board on the progress of negotiations with the staff. (BD 1/80, 5/84)

iv. Telephone polls affecting any NSEA staff shall be conducted by the NSEA President or by a confidential employee not directly affected by the poll being taken. (BD 10/79)

v. Ratification for each contract shall be done at a regularly scheduled Board meeting. (BD 3/80)

14. Calendars

a. The NSEA President shall finalize and present to the NSEA Board the Association calendar which shall include but is not limited to: Board of Director's meeting dates; committee meeting dates; budget committee meeting dates; dates when proposed bylaw amendments are due for

publishing; dates when Delegate Assembly is held; date when number of delegates for each local will be notified; dates when delegate names are to be submitted to NSEA; dates when award nominations forms will be distributed, are due in NSEA office. (BD 3/85, 8/90, 3/13)

b. This calendar is to be distributed no later than September 1st in each association year. These calendars are to be distributed to each local president, boards, committees, and NSEA/DA delegates. (BD 3/13)

15. Caucus Recognition (DA 5/96, BD 11/04)

a. Caucus Recognition: Any group wishing to associate and be recognized as an NSEA Caucus must petition the NSEA Board of Directors for recognition. If a caucus is denied recognition by the Board, the caucus may appeal the Board's decision to the Delegate Assembly. The function of all such caucuses is to advise, educate, or lobby the NSEA Board of Directors on recognized societal issues which deserve to be actively pursued and/or studied within the NSEA. The Board of Directors shall then act upon the petition by granting or denying such recognition. The petition shall include:

i.. name of group

ii. purpose of organization

iii. membership roll of active, certified NSEA members

iv. the names and addresses of leaders or elected officers

v. a projected plan for meetings.

b. Caucus Activities: Rules governing recognized caucus activities:

i. upon request by the caucus chairperson to the NSEA President, a meeting room shall be provided

ii. all expenses, incidental to caucus organization, activities or meetings shall be assumed by the caucus

iii. caucus meetings shall not be scheduled to conflict with Delegate Assembly general business meetings

iv. caucuses shall not make NSEA policy or speak on behalf of NSEA, as these functions are reserved for elected officials of NSEA in accordance with written and duly adopted NSEA governance documents.

c. Continuance of Recognition: Continuing recognition is subject to approval by the Board of Directors. Previously recognized caucuses

which desire to have their recognition continued shall register their names and addresses of leaders or elected officers with the NSEA President prior to October 1 of each year. (For detailed information and application, see the Nevada State Education Association Caucus Recognition Guidelines.) BD

F. DELEGATE ASSEMBLY

ASSOCIATION

1. Future NSEA Delegate Assemblies shall be scheduled so as not to conflict with state Democratic or Republican conventions, holidays or state PTA conventions, if possible. (DA 5/76)

2. The Board shall not schedule any future NSEA Delegate Assemblies on the weekend of an NEA Board meeting. (DA 5/79)

3. The committee reports and other materials normally found in the Delegate Assembly packets shall be sent to the delegates at least one week prior to the Delegate Assembly. (DA 4/78)

BOARD

4. The selection of facilities in which to hold Delegate Assembly, as well as the city, will be determined by NSEA based on the most economic site available which can also accommodate the needs of the Assembly. NSEA Delegate Assembly when feasible shall be held in the Reno / Carson City area during years the Nevada Legislature is in session. NSEA will pay all expenses of attending delegates, within the limits of Association policy and travel parameters determined with each site selection. Each local will pay a per delegate Registration Fee for every delegate in attendance. Notification of location as well as related fees will be consistent with Bylaw III.4.A. Delegate Entitlement. (BD 9/91, BD 2/99, BD 01/18)

5. Committee chairperson or committee members who are delegates to the NSEA Delegate Assembly and whose presence is not required prior to or following Delegate Assembly should have travel, per diem and housing borne by the local they represent. (BD 3/80, 5/84)

6. Committee chair-persons or committee members who are not delegates to the NSEA Delegate Assembly but whose presence is required by the President, in consultation with the chair-persons during the annual meeting, will have expenses paid by NSEA. (BD 3/80, 5/84)

7. In order to enable participation by all local delegates, any affiliate with 180 members or less, per the NSEA certified membership, may apply for a delegate

assistance grant to provide for covered expenses for one (1) delegate to attend NSEA Delegate Assembly. (BD 1/10)

8. Delegates shall be given a choice of electronic packets or hard copy packets for Delegate Assembly. (BD 3/13)

9. Each local shall inform the Executive Director of the number of Delegates the local intends to send to Delegate Assembly no later than 45 calendar days prior to the Delegate Assembly. Such information will be used to establish rooming lists, catering needs, and other logistical needs.

Nothing in this section shall prohibit a dually elected Delegate, pursuant to Article III of the Bylaws from attending the Delegate Assembly, however, should a local exceed the number of Delegates provided by 45 calendar days prior to Delegate Assembly, excess Delegates may be denied hotel rooms or catering, if applicable. Should the local send fewer Delegates than it indicated, the local shall remit registration fees for the full amount of Delegates indicated on the 45-calendar day notice. (BD 01/18)

G. NEA REPRESENTATIVE ASSEMBLY

ASSOCIATION

1. The NSEA-NEA representatives shall be elected by a secret written ballot by each local for a one year term. In the event the equal division of seats between election cycles become unequal, a local may elect single year delegates to achieve a balance in the number of delegates elected each year. (DA 5/81, BD 10/99, DA 04/26)

BOARD

2. Caucus Meetings

   a. The NSEA President and/or his/her designee shall make convention arrangements. (BD 8/73, BD 4/13)

   b. The Nevada delegation to the NEA Representative Assembly (R.A.) shall meet as a caucus at the call of the chair. The purpose of the caucus will be to discuss, and possibly take positions on business coming before the R.A. and other related activities.

c. The NSEA President shall be the caucus chair of the Nevada delegation at the NEA Representative Assembly. The NSEA Vice President shall be the first vice chair of the caucus for the Nevada delegation at the NEA Representative Assembly. The caucus first vice chair shall act for the chair in case of their absence. The NSEA Secretary-Treasurer shall be the second vice chair of the caucus. If both the chair and the first vice chair of the caucus are absent, the NSEA Secretary-Treasurer shall chair the caucus. If both the chair, the first vice chair and the second vice chair of the caucus are absent, then the NEA Director for Nevada shall chair the caucus in order of seniority. Should all

of the above officers be absent, members of the NSEA Board of Directors present at NEA Representative Assembly shall choose a caucus chair and vice chair. (BD 8/98, BD 4/13, BD 09/18)

d. RA caucus meetings are closed meetings and may be attended only by elected delegates, NSEA officers and appropriate staff. Guests will be allowed at caucus meetings with the approval of the NSEA President/caucus chair and must be immediate family members of delegates, delegates of another state's delegation, officers or staff. The NSEA President/caucus chair may consider exceptions to this on a case-by-case basis. (BD 09/11)

e. Members of the media and press will be allowed at the caucus meetings only at the invitation of the NSEA President/caucus chair. (BD 09/11)

f. Caucus meetings may not be recorded (audio or visual) by anyone without permission of the NSEA President. (BD 09/11)

g. Delegates must wear their credentials at all times during caucus meetings. Persons without credentials may be removed from caucus meetings. (BD 09/11)

3. R.A. Business Item Committee--Each year at the NEA R.A., the NSEA President will establish an R.A. Business Item Committee. The R.A. Business Item Committee shall consist of the NSEA Vice President as chair, at least one Nevada NEA Director, at least one Nevada NEA Resolutions Committee member, and one member from ESEA, NEA-SN, NRE, WEA, and WESP. The purpose of the R.A. Business Item Committee shall be to review business coming before the RA and to make recommendations to the NSEA delegates. (BD 09/10, BD 09/18)

4. NEA R.A. Funding

a. The NSEA shall budget an amount of money to conduct the state association's business at the NEA R.A.

b. Elected and officially verified state delegates shall receive their funding upon signing an agreement to attend the NEA R.A.

i. State delegates shall attend at least 90% of all official meetings from the first scheduled state caucus meeting through the close of the NEA R.A., including meetings and open hearings as designated by the NSEA President.

ii. State delegates are required to vote in all balloted elections.

iii. State delegates who fail to attend at least 90% of the required and assigned meetings shall rebate a portion of their total allotted funding as determined by the NSEA Board of Directors.

iv. The rebate will be billed to the delegate by NSEA proportionate to the number of required meetings that were not attended. Failure to pay the billed amount may result in denial of funding for future R.A.'s.

v. Absences may be excused by the caucus chair for personal illness, family illness, other association business, or other verifiable and unavoidable conflicts.

c. Each state delegate will receive current out-of-state per diem per Association Policy for the duration of the convention and necessary travel days, and an additional $125 will be provided to defray miscellaneous out of pocket expenses, such as tips, parking, and ground transportation.

d. Funding for hotel accommodations for the delegate will be provided in an amount determined by the NSEA Executive Director in consultation with the NSEA President and the NSEA Management Team. Delegates will be required to share rooms with another state or local delegate, if available. If a roommate is not available and the delegate is therefore unable to share, the delegate will not be penalized for the additional cost.

Delegates requesting rooms by themselves will be responsible for one half the cost of the single room.

f. Funding for travel for state delegates will be in an amount determined by the NSEA Executive Director in consultation with the NSEA President and NSEA Management Team. Each state delegate shall arrange his/her own transportation. (BD 4/13)

g. The NSEA President, Vice President and Secretary/Treasurer shall be considered State Delegates by virtue of their election at Delegate Assembly. They will be given full voting rights. (BD 5/14, BD 09/18)

The intent is for this policy to go into effect September 1, 2013

H. NSEA COMMITTEES

ASSOCIATION

1. Appointment to all NSEA committees shall be for three-year term on a staggered basis, concurrent with the President's term. (DA 5/80, DA 4/16)

BOARD

2. Nominees for NSEA committees will be requested by the NSEA President from the following:

a. NSEA Board of Directors

b. Local affiliate Presidents.

c. NSEA Committees. (BD 9/86)

3. The President will bring nominees for committees to the Board for their approval at the Board's first meeting of each fiscal year or when appointments are necessary. The chairperson will be designated from one of the committee members. (BD 9/86, BD 9/13)

   a. The criteria to be used to determine the eligibility of an NSEA member to serve on the Commission on Professional Standards in Education is: 1) must be an employed, licensed teacher; 2) must have been an active member in the NSEA or their local affiliate for the past three years; 3) must sign an agreement that if their employment classification changes, they will resign from the Commission. Note: Intent was the "employment classification" was to be defined as becoming an administrator.

   b. The criteria to be used to determine the eligibility of an NSEA member to serve on the PERS Board is: 1) must be an active non-supervisor employee of a school district or UNS; 2) must have been an active member in the NSEA or their local for the past five years; 3) must sign an agreement that if their employment classification changes, they will resign from the PERS Board. (BD 8/88)

4. NSEA committees will have written reports submitted to the NSEA Board of Directors at each Board meeting. Chair-persons of NSEA committees shall be present at NSEA Board meetings when action, pertaining to their respective committee work, is needed. (BD 5/84)

5. Whenever possible, the structure of the NSEA committees shall consist of four members - one from each of the following entities:

   a. ESEA b. NEA-SN

   c. NRE d. WEA

   e. WESP

   (BD 04/84, BD 09/18) note – this is more than changing the name

6. Committee chair-persons shall be directed to hold their meetings so all committee members can be present, if possible. Board meetings are to have precedence unless otherwise directed by the President of NSEA. (BD 9/76)

7. All committees shall receive a monthly financial statement. (BD 1/80)

8. When a committee member has accumulated a second consecutive absence without a valid excuse as defined in Board Policy II-E, from a scheduled meeting the NSEA President shall have the option of removing or retaining that committee member. (BD 5/84)

9. BUDGET COMMITTEE

ASSOCIATION

a. NSEA shall establish a standing Budget Committee to be composed of one Board member from each of the five entities/units (ESEA, NEA-SN, NRE and WEA) with the NSEA Secretary Treasurer as Chair Person and Vice President as Vice-Chairperson to prepare a proposed budget for NSEA for future fiscal years. The proposed budget should be presented to the NSEA Board by March before presentation to the NSEA Delegate Assembly preceding the new fiscal year. The Budget Committee should develop the proposed budget based on NSEA Long Range Goals. (DA 4/78, BD 5/84, DA 4/90, BD 9/18, BD 01/2020)

BOARD

b. The Budget Committee shall be responsible for the development and oversight of the NSEA Budget. The Budget Committee will prepare and disseminate financial reports to the delegates of the Delegate Assembly at least annually and to the members of the Board of Directors at each meeting. The Budget Committee shall meet monthly. (BD 8/79; 5/84; DA 4/94)

c. The Board shall include in its oversight functions:

i. Review of budgeted expenditures;
ii. Review of non-budgeted items;
iii. Recommendations for solving funding problems which arise in program areas (using fiscal responsibility). (BD 5/84)

d. The Board is authorized to allow emergency allocation of funds within budget goal areas. (BD 8/79; 5/84)

e. NSEA shall establish a standing Budget Committee to be composed of one Board member from each of the four entities/unit (ESEA, NEA-SN, NRE, WEA) with the NSEA Vice President as Chairperson to prepare a proposed budget for NSEA for future fiscal years. The proposed budget should be presented to the NSEA Board by March before presentation to the NSEA Delegate Assembly preceding the new fiscal year. The Budget Committee should develop the proposed budget based on NSEA Long Range Goals. (BD 5/78, 5/84, DA 4/90, BD 09/18)

f. The Budget Committee shall be responsible for the development and oversight of the NSEA budget. The Budget Committee will prepare and disseminate financial reports to the delegates of the Delegate Assembly at least annually and to the members of the Board of Directors at each meeting. The Budget Committee shall meet monthly. (DA 4/94)

g. The Budget Committee develop a process whereby all Association members are given the opportunity to provide input into the formulation of the budget. (BD 8/79)

h. The Secretary/Treasurer and Director of Finance have the authority to jointly resolve financial disputes with members or staff for amounts up to $100.00. The Secretary/Treasurer will disclose and report all such financial concerns at the next scheduled Budget Committee meeting and to the NSEA Board of Directors. If a dispute involves either of these parties, the dispute will be resolved by the Budget Committee. (BD 11/09)

i. NSEA budget committee members shall be reimbursed for total mileage from their worksite/home to the NSEA office for check signing. NSEA will pay the maximum, non-taxable amount of reimbursement allowed by the Internal Revenue Service for miles driven in the association members' own automobile. (BD 11/13)

BOARD

11. Education Support Professionals Committee

The Education Support Professionals Committee shall be responsible for the development and implementation of Association programs to secure and maintain the professional rights of education support professionals.

12. Government Relations Committee

The Government Relations Committee shall be responsible for distributing the TIP Policy and Operating Procedures to all affiliated locals. (BD 9/86)

13. Instruction and Professional Development Committee

The Instruction and Professional Development Committee shall include members from each of the major entities plus a member who teaches Special Education. (BD 9/86)

a. For every statewide leadership training provided by NSEA there shall be a minority leadership component. (BD 04/17)

14. Minority Affairs Committee

a. The Minority Affairs Committee shall be responsible for the following:

i. development and implementation of Association programs to ensure that ethnic-minority concerns are addressed.

ii. To review and assess Association goals, objectives, programs, resolutions, and long range plans in order to ensure that ethnic-minority concerns are addressed;

iii. Long Range Goals need immediate review to determine if any modifications are needed to reflect ethnic-minority goals.

iv. Any modifications to the goals, objectives, programs, resolutions and long range plans shall be submitted to the appropriate governing body for action.

v. To assist the elected leadership in the refinement and implementation of its 3-1-g plan;

vi. To assist in the identification of ethnic-minority members and to encourage their participation in all Association activities and programs;

vii. To recommend to the Board of Directors, programs for all members regarding ethnic-minority issues;

viii. To assist locals, consistent with NSEA policy, in identifying and encouraging minority members to seek election to offices and as local NEA delegates;

ix. To review local bargaining contracts to review status on Affirmative Action clauses, and actively encourage the enforcement of Affirmative Action concepts at the local level;

x. To provide recommendations to the IPD, ESP, HCR and GR Committees regarding ethnic-minority issues, curriculum, rights and proposed legislation.

xi. To assist in assessing ethnic-minority involvement as a percentage of NSEA and local affiliates. The assessment will include a profile of at least the NSEA Board, Committees, delegates to Delegate Assembly, local affiliate officers, boards, committees and the delegates to NEA/RA;

xii. To explore ways to increase ethnic-minority participation at all NSEA and NEA conferences, workshops, and meetings; and to establish a procedure that requires systematic reporting of minority involvement.

b. Composition

i. Every effort shall be made to have representation from the following NEA-identified ethnic-minority groups: Black,

Hispanic/Chicano, Asian/Pacific Islander, American Indian/Alaska Native.

ii. If through the submission of names for persons to serve on this committee, there is not a recommendation submitted for one of the ethnic-minority groups listed in number 1, the NSEA President has the authority to appoint a person representing that group to this committee.

15. Retired Committee

The Retired Committee shall be responsible for the development and implementation of Association programs to continue to promote the interests and benefits of retired education employees and to utilize the expertise and experience of members to promote public education.

16. Special Education Committee

The Special Education Committee shall be responsible for the development and implementation of Association programs to ensure that concerns particular to the field of Special Education are addressed; to assist local association committees in their endeavors to integrate state and local district guidelines into the regular education settings; to provide a resource of personnel and materials in the field of Special Education; to assist in the issues, needs, concerns and problems which arise as a result of implementation and inclusion, and to pursue appropriate legislation specific to Special Education.

17. Elections and Credentials Committee

The chairperson of the Elections/Credentials Committee will be appointed, with Board approval, to serve a three (3) -year term. The other members of the Elections/Credentials Committee will be comprised of members in the local(s) where the Delegate Assembly is being held. The members will be appointed, with Board approval, by February first (1st) of each year preceding the Delegate Assembly at which they will serve. If for any reason an appointed committee member cannot serve, a replacement may be selected from the delegates at the Delegate Assembly. (BD 9/86)

18. Resolutions Committee

The chairperson of the Resolutions Committee will be appointed, with Board approval, to serve a three (3) -year term. The members will be appointed, with Board approval, by February first (1st) of each year preceding the Delegate Assembly at which they will serve. If for any reason an appointed committee member cannot serve, a replacement may be selected from the delegates at the Delegate Assembly. Nevada's representative to the NEA Resolutions Committee shall be an ex-officio member of the NSEA Resolutions Committee. (BD 9/86)

19. Membership Committee—See Section II, K, 1.

20. Awards Committee—See Section II, N, 1.

I. NSEA LOCAL AFFILIATES

ASSOCIATION

All NSEA local affiliates shall now be in compliance with the affiliation requirements of NSEA and NEA. It shall be the recognized right of any NSEA member to challenge for just cause, the status of compliance of any particular local association. Upon written receipt of such challenge, NSEA shall make timely investigations of the validity of the challenge and shall also make good faith effort to resolve and substantiate complaints. (DA 5/80)

The affiliates of NSEA shall take all reasonable steps to assure that their elective and appointive bodies shall have ethnic-minority membership at least proportionate to the ethnic-minority membership of the affiliate. (DA 5/80)

1. Trusteeship of Local Affiliate

   a. The Bylaws of NSEA provide that its Board of Directors may enact policies allowing for imposition of a trusteeship upon a local affiliate in order to correct corruption or financial malpractice and/or restore democratic processes. The NSEA Board of Directors hereby enacts this trusteeship policy. The trusteeship process will proceed as follows: (BOD 12/21)

      After conferring with the NSEA Executive Committee, NSEA's President may appoint one or more Trustees to assume full control and responsibility for the affairs of an NSEA local affiliate, which includes, but is not limited to, taking possession of the funds, accounts receivable, accounts payable, books, ledgers, check books, check registers, credit cards, debit cards, records, records of election, legal compliance documents, bylaws, policies, membership lists, papers, other documents, whether hard copy or electronic, computers, notebooks, laptops, mobile phones and other property of the local affiliate, NSEA or NEA. The trustee(s) so appointed may serve with or without compensation, as determined by NSEA's President. The expense of compensation for the trustee(s) will be borne by the local affiliate, unless the NSEA Board of Directors or Delegate Assembly dissolve the trusteeship, in which case NSEA will be responsible for the cost of trustee(s) compensation. The trustee(s) shall have the right to request the assistance of NSEA or the NEA to carry out the purposes of the trusteeship. (BOD 12/21, 08/22)

   b. Upon imposition of a trusteeship of an NSEA local affiliate, NSEA's President will notify the officers, directors and members of the local affiliate of the trusteeship and that NSEA's President will convene a special meeting of the NSEA Board of Directors, which will be a hearing regarding the newly imposed trusteeship. At the hearing, the officers, directors and members of the local affiliate may appear and speak in favor of or in opposition against continuation of the trusteeship. Although entitled to be present and speak at the meeting, the NSEA President is not entitled to vote on the question of continuation or

dissolution of the trusteeship. Before the hearing portion of the special meeting begins, the remaining members of the Board of Directors, including the Executive Committee will appoint an individual to preside over the hearing. (BOD 12/21, 08/22)

c. Unless NSEA's President and the local affiliate mutually agree otherwise, the special meeting of and trusteeship hearing before the NSEA Board of Directors must be held within thirty (30) days of the local affiliate receiving notice of imposition of a trusteeship. The hearing will commence with the NSEA President, or designee thereof, stating: (BOD 12/21)

    i. the reason(s) for the imposition of the trusteeship;
    ii. the recommended duration of the Trusteeship, which may not exceed eighteen (18) months; and,
    iii. the President's recommended plan and procedure by which autonomy may be restored to the local and the trusteeship dissolved. (BOD 12/21)

d. Both NSEA's President, or designee, and the local affiliate will each be allotted two (2) hours total for presentation of their cases. Each may call witnesses during the hearing, who will be subject to cross-examination, and may submit other evidence to the NSEA Board. The technical rules of evidence will not apply at the hearing, but in its deliberations, the Board will determine the reliability of the evidence presented and what weight it should be given. Neither NSEA's President, or designee thereof, nor the local affiliate are allowed representation by counsel at the hearing. (BOD 12/21)

e. A decision of the NSEA Board to continue a trusteeship is valid only if a majority of the Board, present and voting, finds there is substantial evidence that NSEA's President has established one or more grounds for a trusteeship. The decision of the NSEA Board of Directors is final and binding on NSEA's President. (BOD 12/21, 08/22)

f. Within seven (7) days of an NSEA Board hearing regarding a trusteeship, the NSEA local affiliate will be notified in writing of the decision of the NSEA Board to continue or discontinue a trusteeship. If the decision of the NSEA Board is to continue a trusteeship, the written notice to the local affiliate will also: (BOD 12/21)

    i. include a copy of this Section of NSEA Policies;
    ii. advise the local affiliate of the necessary process to perfect its appeal; and,
    iii. when applicable, instruct the local affiliate to indicate whether it is opting for a written appeal to Delegate Assembly or an in-person appeal hearing at the next, regularly scheduled, annual meeting of Delegate Assembly.

g. At every regularly scheduled meeting of the NSEA Board of Directors, NSEA's President, or designee, will report to the Board on the status of the trusteeship. The trusteeship status report will include an accounting of the money received and expended on behalf of the local affiliate, and the purpose of any such expenditures will also be provided. In the event, that no money is received or expended on behalf of the local affiliate during a given period of time, an accounting is not required. The local affiliate will be provided with a copy of the accounting, if such accounting is required to be presented to the Board. (BOD 12/21, 8/22)

h. If NSEA's President concludes at any time that the objectives of the trusteeship have been sufficiently accomplished and that the local affiliate is capable of operating autonomously in a democratic, fiscally prudent manner, the President may make a recommendation to the NSEA Board of Directors to dissolve the trusteeship at any regularly scheduled or special meeting of the NSEA Board of Directors. (BOD 12/21)

i. An NSEA local affiliate may appeal a decision of the NSEA Board of Directors continuing a trusteeship to NSEA's Delegate Assembly. In order to perfect such an appeal, the appeal must be filed with NSEA's President and Director of Operations within thirty (30) days of the NSEA Board's decision, and the local affiliate must provide documentation of a properly noticed membership vote, conducted under the supervision of the trustee(s), that a majority of the membership voting voted in favor of such an appeal. (BOD 12/21)

j. If an NSEA local affiliate files an appeal of an NSEA Board of Directors' decision continuing a trusteeship, and such appeal is filed within the sixty (60) days preceding the regularly scheduled, annual meeting of NSEA's Delegate Assembly, the appeal hearing will be conducted during the meeting of the Delegate Assembly. At the appeal hearing, the local affiliate will be afforded up to thirty (30) minutes total to present its argument for discontinuation of the trusteeship, and the NSEA President, or designee, will be afforded up to thirty (30) minutes total to present an argument in favor of continuation of the trusteeship. Neither party to the appeal may be represented by counsel at the meeting of the Delegate Assembly, nor may they call witnesses or introduce new evidence. The parties to the appeal and members of the Delegate Assembly are confined to consideration of evidence introduced into the record at the hearing before the NSEA Board of Directors. Any newly introduced evidence must be disregarded by members of the Delegate Assembly. Neither NSEA's President, nor the trustee(s), if the trustee(s) are members of the Delegate Assembly are entitled to vote on the appeal. Affirmation or reversal of an NSEA Board of Directors' decision to continue a trusteeship will be determined by a majority of the members of Delegate Assembly present and voting. (BOD 12/21, 8/22)

k. If an NSEA local affiliate files an appeal of an NSEA Board decision continuing a trusteeship, and such appeal is filed more than sixty (60) days prior to the regularly scheduled, annual meeting of NSEA's Delegate Assembly, the local affiliate will be afforded the option of presenting its appeal during the next, regularly scheduled, annual meeting of the Delegate Assembly, which will

proceed as set forth in subsection 3(j) above, or filing a written appeal to NSEA's Delegate Assembly. The process for a written appeal to the NSEA Delegate Assembly will proceed as follows: (BOD 12/21)

l. Within seven (7) days receipt of a local affiliate's appeal of a decision of the NSEA Board of Directors continuing a trusteeship, NSEA's President will notify members of the Delegate Assembly of the imposition of the trusteeship, the decision of the NSEA Board of Directors continuing the imposition of the trusteeship and the local affiliate's appeal. The local affiliate and NSEA's Director of Operations will receive a copy of said notice. (BOD 12/21)

m. No later than thirty (30) days after notice of the local affiliate appeal is provided to members of the Delegate Assembly, both the President and the local affiliate must deliver to NSEA's Director of Operations their written appeal statement indicating why the decision of NSEA's Board of Directors should be reversed or sustained. Upon timely receipt of both parties appeal statements, NSEA's Director of Operations will arrange for the prompt delivery of the parties' appeal statements to members of the Delegate Assembly and to the other party. Neither party may introduce any new evidence in their appeal statements; any such new evidence will be disregarded by members of the Delegate Assembly. If the local affiliate fails to timely submit an appeal statement, the decision of NSEA's Board of Directors shall be deemed as sustained on appeal, and the trusteeship will continue. If NSEA's President, or designee, fails to timely submit an appeal statement, the decision of NSEA's Board of Directors will be deemed reversed, and the trusteeship shall be dissolved. (BOD 12/21)

n. No later than fifteen (15) days after receiving the other party's appeal statement, NSEA's President or the local affiliate may, but are not required, to submit to NSEA's Director of Operations a written rebuttal to the other party's appeal statement. Such written rebuttals must be confined to addressing arguments in the other party's appeal statement and must not raise any new arguments. Any new arguments raised by either party in their written rebuttals will be disregarded by the members of the Delegate Assembly. (BOD 12/21)

o. Upon expiration of the fifteen (15)-day rebuttal period, NSEA's Director of Operations will arrange for the prompt delivery of any written rebuttal, a secret ballot and voting instructions to the NSEA Delegate Assembly. Any (1) written rebuttal and (2) the secret ballot and voting instructions will be in separate envelopes. (BOD 12/21)

p. The secret ballot will contain two choices: (1) Sustain the Decision of the NSEA Board of Directors and continue the trusteeship; or, (2) Reverse the Decision of the NSEA Board of Directors and dissolve the trusteeship. The voting instructions will advise members of the Delegate Assembly that within fifteen (15) days of receipt, they must clearly mark one of the two choices on the original secret ballot provided and return the ballot to NSEA's Director of Operations in the two envelopes provided in the manner set forth in the voting

instructions. The voting instructions will further advise that any blank, ambiguous or untimely ballots will not be counted. (BOD 12/21)

q. A triple-envelope system will be utilized for Delegate Assembly voting:

1. An envelope addressed and mailed to each member of the Delegate Assembly containing a ballot, a "Ballot Secrecy Envelope," a "Ballot Return Envelope" and voting instructions.

2. The Ballot Secrecy Envelope will be labeled as such and will otherwise neither contain nor display any information that would identify the individual member of the Delegate Assembly casting the ballot. (BOD 12/21)

3. The Ballot Return Envelope will be pre-addressed for return to NSEA's Director of Operations with sufficient postage for such return. The Ballot Return Envelope will be large enough and with sufficient postage to accommodate the Ballot Secrecy Envelope and ballot of the member of Delegate Assembly. (BOD 12/21)

4. The voting instructions will instruct the members of Delegate Assembly to: clearly mark only one (1) choice on the ballot; insert the completed ballot into the Ballot Secrecy Envelope; insert the Ballot Secrecy Envelope containing the completed ballot into the Ballot Return Envelope; and, promptly deposit the Ballot Return Envelope for mailing. (BOD 12/21)

ii. NSEA's clerical staff will be instructed NOT TO OPEN the Ballot Return Envelopes and to instead deliver them directly to NSEA's Director of Operations, who will also NOT OPEN the Ballot Return Envelopes. NSEA's Director of Operations will: note on a list showing all of the members of Delegate Assembly, excluding NSEA's President, Executive Committee and its Board of Directors, that the ballot return envelope was received in the mail and the date of receipt ("Voting Delegates List"); and, maintain the Voting Delegates List and the Ballot Return Envelopes in a secure manner until the appointed time for counting the ballots. (BOD 12/21)

iii. Ballots will be counted in the following manner:

1. NSEA's President will provide the local affiliate with written notice of the time and place for counting the ballots cast by members of the Delegate Assembly eligible to vote. Unless mutually agreed otherwise, in writing, by NSEA's President

and the local affiliate, the counting of ballots will take place at the time and place designated by NSEA's President. (BOD 12/21)

2. NSEA's Director of Operations will transport the Ballot Return Envelopes and the original and two copies of the Voting Delegates List to the agreed upon place for the counting of ballots at the agreed upon time. (BOD 12/21)

3. The local affiliate and NSEA's President may each have up to three individuals present to observe the opening and counting of the ballots. Unless the parties mutually agree otherwise, all such individuals must be present at the appointed place and time or the count will proceed without them. (BOD 12/21)

4. At the appointed place and time, NSEA's Director of Operations will:

   a. Provide NSEA's President, or designee, and the local affiliate each with a copy of the Voting Delegates List.

5. Open the Ballot Return Envelopes, one at a time. After opening a Ballot Return Envelope, NSEA's Director of Operations will note that fact on the Voting Delegates List, remove the Ballot Secrecy Envelope from the Ballot Return Envelope, place the Ballot Secrecy Envelope, unopened, in a box designated for that purpose and place the opened Ballot Return Envelope in a different box designated for that purpose. NSEA's Director of Operations repeats this process until all of the Ballot Return Envelopes that were timely received have been opened. (BOD 12/21)

6. After all of the Ballot Return Envelopes have been opened in the manner set forth above, the Director of Operations will open each Ballot Secrecy Envelope, one at a time, set the opened envelope aside in a box designated for that purpose, examine the ballot contained therein and note on a tally sheet whether the ballot was: to affirm the decision of the NSEA Board of Directors and sustain the trusteeship; reverse that decision and dissolve the trusteeship; or, not counted because it was not clearly marked or was otherwise ambiguous. The Director of Operations will then show the ballot to the other individuals present to observe the count and then set counted ballots aside in one of three designated boxes as appropriate: ballots affirming; ballots reversing; or, un-counted ballots. The Director of Operations will complete that process until all of the Ballot

Secrecy Envelopes have been opened and the ballots therein examined and counted or not counted. (BOD 12/21)

7. The tally of NSEA's Director of Operations will be the official tally and is final and binding upon NSEA's President and the local affiliate. (BOD 12/21)

a. Affirmation or reversal of an NSEA Board of Directors' decision to continue a trusteeship will be determined by a majority of the votes timely received and counted. (BOD 12/2021)

BOARD

2. NSEA Grants to Local Affiliates

a. Prior to the transmission of NSEA and/or NEA project funds by NSEA of any NSEA affiliate, entity or other contractor, there will be developed a written project statement which shall include:

i. A statement of project objectives;

ii. Specific program activities designed for the project involving expense anticipated in their estimated costs;

iii. Provision for evaluation of the overall success of the project;

iv.. An accounting of all funds received and expended to NSEA shall be accounted for and any balance returned as well as a listing of individual disbursements from the fund to verify that those disbursements were consistent with the intent of the agreed upon project.

b. Upon review of the project evaluation by the NSEA Executive Director and financial report by the NSEA Executive Director and/or Director of Operations, any irregularities are to be brought to the attention of the NSEA Board of Directors. (BD 12/85)

3. NSEA UniServ Policy

a. NSEA/NEA will provide members with professional staff to implement, improve and coordinate programs of local/state/national associations, consistent with the Constitution, Bylaws, Policies and Programs of the NEA, NSEA and local UniServ entity.

b. Within the scope of the above and consistent with position description and regularly reviewed and/or revised performance expectations, UniServ staff shall provide whatever assistance is deemed necessary by the local and state association leadership to meet the needs of their membership, including but not limited to:

i. Coordination of state-national resources into the local unit, including professional development, instructional improvement and human relations;

ii. Negotiation services to the local unit;

iii. Contract administration/grievance adjudication;

iv. Local unit member consultation and service;

v. Local unit organization, business management and membership promotion;

vi. Leadership development skills;

vii. Public relations and publicity at the local unit level;

viii. Legislative and political activity at the local unit level;

ix. Member rights and human relations activity at the local unit level.

c. As provided in the NEA UniServ Guidelines, NSEA hereby implements the Local Affiliate Involvement Plan. This plan will be administered by the NSEA UniServ Manager and will guarantee that local affiliates will have participation and meaningful input in the following:

i. The employment of UniServ staff members;

ii. The establishment of performance expectations and annual work priorities for UniServ staff members; and

iii. The evaluation of UniServ staff members.

Such involvement will not (a) require NSEA to take any action that is in conflict with the provisions of any relevant collective bargaining agreements, or (b) affect the right of NSEA 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 of NSEA.

The Local Association Involvement Plan will be submitted in writing to the NSEA Board or its designees along with the UniServ Grant Application for approval.

d. All UniServ staff are to implement a policy of non-interference in the internal political affairs of local and state associations.

e. A UniServ employee shall not engage in activities on behalf of an organization which is in competition with the NEA or any of its affiliates for members and/or negotiating rights, nor any organization which is bargaining against any NEA affiliate(s). If the UniServ employee does not follow this Rule of Operation and participates in any of the above activities, the NEA UniServ grant to the UniServ unit employing that person may be withheld for one (1) year.

f. Nevada urban affiliates (ESEA and WEA) which currently contract for staff services independently from NSEA shall have the right to continue such contracting status unless the local affiliate by its own decision requests a change with the NSEA. (BD 09/18)

g. The ESEA and WEA are a local option UniServ program status and other affiliates, cluster of affiliates or future affiliates shall be permitted local option status if and when they deem it is within their best interest to do so with the approval of the NSEA Board of Directors. (BOD 5/96, BD 09/18)

h. The annual UniServ Grant application will be approved by the NSEA Board or its designees prior to submission to NEA. New UniServ positions will be created only upon the approval of the NSEA Board of Directors or its designees, consistent with the NEA and NSEA UniServ program policy. (BD 1/86)

i. If a dispute arises as to the interpretation or implementation of the UniServ Program Guidelines, and/or NSEA's implementation of its UniServ Program, any local affiliate, a local option affiliate, the NRE Board or NSEA shall utilize the following Dispute Resolution Procedure (DRP):

j. Any party to the dispute may submit a request to the other party(s) to meet and confer in an effort to resolve any existing dispute. The request must be in writing and must be filed by an action of a governing body of the affected party.

ii. The request to utilize the DRP must be submitted within 30 days of the time the local affiliate, local option affiliate, NRE Board or NSEA Board knew or reasonably should have known of the basis for the complaint.

iii. The NSEA Executive Director shall meet with the parties for all meet and confer sessions and ensure that all parties meet promptly at a mutually convenient time and place. The parties shall explain their positions to each other and attempt, in good faith, to resolve the dispute.

iv. An agreement reached under this procedure shall be put in writing and signed by the involved parties and will be considered binding on all parties.

v. If the parties are unable to reach an agreement under this process, they will notify the NSEA President. The dispute will be heard by the NSEA Board or its designees at its next regular meeting. The decision of the board will be implemented and will be considered final and binding unless the decision of the Board is appealed to NEA.

vi. All parties to the dispute must utilize the DRP before they may be allowed to submit a dispute the NEA Director.

k. Every three years (beginning with 2009-2010), NSEA will conduct an assessment of the UniServ Program to determine whether and to what extent the program is achieving the goals and objectives established by NSEA, and will render a written report to the NSEA Board. The final report of the assessment team will be submitted to NEA and all local

affiliates. The NSEA President shall appoint one representative from each of the following groups to serve on the assessment team:

i. Education Support Employees Association

ii. National Education Association - Southern Nevada

iii. Nevada Rural Educators

iv. Washoe Education Association

v. Washoe Education Support Professionals

Other team members will include one UniServ staff representative of NSO-Nevada chosen by NSO-Nevada and the NSEA UniServ Manager. The NSEA Executive Director and the NSEA President shall serve at their pleasure.

The method of assessment will include a survey of active members, input from elected officers of local affiliates, and input from UniServ staff.

The assessment will also ensure that affirmative action requirements as outlined in the NEA UniServ guidelines are being met. A legally-permissible UniServ Program Employment Plan that sets forth the actions that NSEA and its affiliates intend to take in an effort to achieve and maintain the affirmative action goals will be submitted to NEA as part of the assessment report. (UniServ Program complete re-write 3/09, 09/18)

J. UNISERV COUNCIL OF NEVADA (UCN)

BOARD

1. The UniServ Council of Nevada shall be composed of a representative from each local association in the 15 small counties, with their NSEA Board of Directors members and the NEA Director*s* as non-voting, ex-officio members.

2. The Council shall set UniServ program priorities and identify individual local association program descriptions within the context of allotted UniServ staff time found in the NSEA Budget.

3. The Council shall conduct an annual evaluation of the UniServ Program based on information provided by participant evaluations of trainings/workshops and quarterly reports of UniServ staff time usage.

4. Evaluation of state UniServ staff shall be conducted annually by the state Executive Director or his/her designee apart from, but with consideration drawn from the program evaluations. (BD 8/83)

K. MEMBERSHIP

BOARD

1. Membership Committee

a. The NSEA Membership Committee is a special Committee of the NSEA Board of Directors. The NSEA Vice President chairs the Membership Committee. The Committee consists of up to two members from each of the following affiliates: ESEA, NEA-SN, NRE, WEA, WESP. Local affiliates may choose two members from governance to represent them on the committee. The NSEA Student Program and NSEA Retired Program may each have one member on the committee. Affiliates and programs will notify NSEA of their Committee Members by August 1 for the upcoming membership year. (BD 09/18)

b. The NSEA Membership Committee is charged with overseeing various membership programs and providing support to local affiliates' efforts to recruit new members, maintain current members, and recapture former members and to engage educators in the work of the Association. The Membership Committee shall submit a request to the Budget Committee and the NSEA Executive Director for an amount of membership grant funding for each budget year.

c. The NSEA Membership Committee oversees the disbursement of the NSEA Membership Grant funds to affiliates and programs to support their efforts in membership recruitment and maintenance and building capacity. If the Membership Grant is offered, the Committee will meet between August 1st and September 1st to allocate membership organizing grants for the upcoming membership year. (BD 09/18)

d. The NSEA Membership Committee shall conduct on-going evaluation of local grant activities and outcomes.

2. NSEA Membership Organizing Project Grants

a. The purpose of the NSEA Membership Organizing Project Grants is to recruit "new hires," recruit career educators who have never joined the Association, to recapture former members as active members, to retain current members, provide them with representation, and engage them in a variety of association activities that increase organizational strength, and to identify and train emerging leaders. (BD 05/14)

b. The NSEA Membership Committee will review grant applications and award amounts to the affiliates and programs based on various factors including but not limited to:

i. The number of new members promised;
ii. The number of members promised to be retained:
iii. The number of members to be engaged in mobilization efforts;
iv. A carefully considered, cost-effective budget;
v. The local's ability to contribute their own funds to the overall effort.

c. Strategies should be based on face to face contact with members of the target group. Activities should focus on the strategic goals and outcomes of the NSEA Mission and Vision statement. In addition to our strategic goals, potential members should be acquainted with the valuable programs and services the NSEA offers.

d. Any local affiliate may submit applications for the NSEA Membership Organizing Grant. The NSEA Student Program and NSEA Retired Program may submit applications for the NSEA Membership Organizing Grant.

e. Affiliates and programs must submit their grant applications to the Committee by August 1st prior to the membership year.

f. Those locals/programs that received a grant and intend to apply again must submit three activity reports no later than the dates provided on the grant application documents. Failure to submit these reports may result in that local's disqualification from further membership grants. (BD 05/14)

g. NSEA Membership Grant Applications must include the following:

i. The application itself including a budget and information about deliverables pertaining to the items in section c, subsection 1 above;
ii. project pages;
iii. the application calendar;
iv. Three activity reports to be submitted through the program year. (BD 05/14)

h. All receipts from expenditures must be submitted for reimbursement no later than August 31. Receipts received after August 31 will not be reimbursed. (BD 05/14)

i. Locals may indicate on the activity reports if they intend to forego any activities. Any funding that was allocated for these activities may then be reallocated to other locals by the NSEA Membership Committee. (BD 05/14)

3. Early Enrollment program

The NEA/NSEA-sponsored Educators' Employment Liability (EEL) Early Enrollment Program offers no-cost introductory membership with limited benefits to educators who enroll with the following provisions/limitations:

a. The EEL Early Enrollment Program is open to first-time members only.

b. This program provides limited use of legal services and UniServ assistance.

c. The early enrollment period is open between April 1 and August 31 of the membership year.

L. GOVERNMENT RELATIONS AND POLITICS

BOARD

1. Lobbying

    a. NSEA adopted the following structure for future lobby efforts in the Nevada Legislature:

b. The NSEA Board shall have the Executive Director direct the Lobby Team composed pursuant to NSEA TIP Policies. (BD 3/90, 4/96)

    c. The Executive Director shall direct individual members of the legislative team as to their role in the lobby effort. Individual members of the Lobby Team and their local affiliates shall be accountable to the NSEA Board of Directors as provided in the NSEA Bylaws. (BD 4/96)

    d. Any NSEA affiliate which sends a representative to the Legislature to lobby in opposition to the directive of the NSEA President shall be subject to disciplinary action as provided in the NSEA Bylaws. (DA 5/77)

    e. Mailing lists maintained by NSEA for membership communications may not be used to circulate literature for candidates in state or local public elections. However, at no expense to the NSEA, at the request of the local or appropriate committee thereof, staff will service a request to send candidate literature to that local's members, if the candidate has been endorsed. (DA 9/70; BD 5/84; BD 3/90)

    f. The NSEA Executive Director shall prepare a legislative timetable by September first (1st) for the following calendar year's legislative session. The timetable is to be distributed among the NSEA leadership. The Board of Directors will hold the NSEA Executive Director responsible for adherence to the timetable. (BD 5/84; BD 3/90; BD 4/96)

2. TIP (Together in Politics)

ASSOCIATION

    a. The drop period for NSEA-TIP and NEA-PAC shall be July 1-15. Such drops must be transmitted to the NSEA by July 30. All contributions from the previous year will be carried into the next year unless drops have been transmitted by July 30. (BD 3/90)

    b. The NSEA Board of Directors recommends to the Delegate Assembly that they adopt a NBI stating that beginning September 1, 1989, each NSEA member will be assessed $2.00 per month to build a fund to support endorsed candidates to statewide and legislative offices in Nevada. The allocation of these funds will continue to be administered according to the TIP Bylaws, Policy and Operating Procedures. Each local will determine, on an individual basis, whether to institute the assessment unilaterally or ballot its members in order to afford each

member the option of choosing the intended use of the $2.00 or the NSEA Positive Image Fund or to choose to make no contribution. Each local shall certify its plan to NSEA by September 1 of every year. The NSEA will provide staff assistance and materials to facilitate each local's decision. In order to allow for members in the future to have an option, a window period will be established to enable members to make a choice. Intent: The intent of this NBI, with respect to staff assistance and materials from NSEA, is that NSEA will prepare the check off form and accompanying correspondence that must be used to communicate to the local NSEA memberships in order to ensure a uniform method of communication. These materials will be provided if an affiliate's governing body chooses to ballot its membership with regard to the New Business Item. The form will include a statement that if the form is not returned prior to the window period, the assessment shall be automatic and the proceeds placed in the NSEA Together in Politics Fund. (DA 89, BD 8/90)

M. MEMBER BENEFITS

ASSOCIATION

1. The NSEA Delegate Assembly directs the NSEA Board to cease sponsorship of ay presently endorsed insurance company whose salesmen sell other than endorsed programs in the various schools. (DA 5/76)

BOARD

2. If support and/or professional staff choose to participate in Member Benefits, the local NEA support and/or professional staff member must be a member of a affiliate (if applicable) and NSEA and NEA, to be effective as of September 1, 1982. (BD 1/83, BD 5/00)

3. Special Services Sponsorship Procedures (BD 10/85, BD 5/00)

   a. The Board of Directors authorizes a Member Benefits Committee, appointed by the President. This committee shall consist of five members from the respective units as follows: one from ESEA, one from NEA-SN, one from NRE, one from WEA, and one from WESP. The NSEA Executive Director or designee is staff liaison to this committee. (BD 1/04, BD 09/18) note – this has additional changes beyond the name change

   b. The Member Benefits Committee shall meet in conjunction with the NSEA Board meetings. (BD 1/04)

   c. The Committee will meet to review and select vendors and service providers for NSEA.

   d. The following criteria will be utilized in selection of vendors and service providers:

      i. The vendor/provider is established within its industry.

ii. The product/service complements/supplements an existing program.
iii. There is a measurable benefit for members as opposed to non-members.
iv. There is a benefit to members beyond what members of the general public access.
v. The vendor/provider must be willing to participate in the administrative fee structure.
vi. The vendor/provider must be financially viable.
vii. NSEA should be able to cultivate an appropriate member understanding about the product/service advantages and limitations.
viii. The provider has a mechanism or procedure for resolving complaints.

e. The Member Benefits Committee shall recommend parameters for an administrative fee structure to the NSEA Board of Directors.

4. The Nevada State Education Association receives administrative fees from its endorsed special services providers as provided in contracts with these providers. In addition, certain local associations receive administrative grants from these state endorsed providers designed to support specific activities. All current money being sent directly to locals is exempt from this policy. All new money is excluded from the provisions of this policy until such time as an equal division of funding exists between NSEA and the geographic entities. These amounts shall be combined annually to develop a state and local cooperative project in each geographic unit. Representatives of the state and local association(s) will meet each year prior to September 1 to outline the next year's project. Project monies described above shall be distributed according to geographic percentage of membership as of February 1 each year.

5. Complaints Regarding Member Benefits

Complaints by members regarding member benefits will be put in writing to the Executive Director. Resolution of the complaint will be made according to the contract between the provider and the Association. The Executive Director will report any written complaints to the Committee for their information. (BD 5/00)

6. Conflict of Interest Between Staff, Elected Leadership and Endorsed Vendors

a. Each employee and elected leader of NSEA must disclose in writing any financial interest that he or any family member has or acquires in any vendor endorsed by NSEA. For the purposes of this motion:

i. "Family member" means any person related to the employee or elected leader within the second degree of consanguinity or affinity (i.e., parent, grandparent, child, grandchild, brother, or sister).

ii. "Financial interest" means any employment relationship with an endorsed vendor, any entitlement to or expectation

of payment from a vendor except a payment made in the usual course of the vendor's business, and any ownership interest in a vendor except the ownership of five percent or less of the vendor's issued and outstanding stock.

b. The required disclosure must identify the vendor involved and describe specifically the nature of the person's interest in the vendor. The disclosure must be filed with the Secretary of the Board:

i. Within 30 days after the person making the disclosure becomes an employee or elected leader of NSEA;

ii. At least three days before any meeting of the board at which the endorsement of the vendor is to be considered; and

iii. If disclosure has not previously been made, within 30 days after the employee or elected leader becomes aware of facts giving rise to a duty of disclosure under this policy. The secretary shall retain the disclosure with the minutes of the board.

c. Except as otherwise provided in this subsection, an elected leader who has filed a disclosure with respect to a vendor, or who is under a duty to file such a disclosure under this policy, shall abstain from voting on any matter relating to the vendor. On motion, the remaining members of the board may waive the requirements of this subsection. (BD 4/98)

III. OPERATIONS

A. EXECUTIVE DIRECTOR AND STAFF

BOARD

1. The Executive Director shall:

a. serve as the administrative officer of the Association; supervise the management of the headquarters office; work with the President, Vice President and Secretary-Treasurer to prepare an annual budget for presentation to the Board of Directors and direct the activities of the staff, subject to the direction of the Board of Directors; and serve as custodian of all property owned by the Association. (BD 10/95)

b. be a full-time employee of the Nevada State Education Association. The Executive Director may accept, upon notification to the NSEA Board of Directors, any elected or appointed position which does not conflict with his/her duties as Executive Director or the Policies, Bylaws or Resolutions of the Nevada State Education Association or National Education Association. (BD 3/92, BD 03/2021)

c. further the professional status of education professionals and promote quality education in the state of Nevada.

d. help coordinate the activities of the local associations in carrying out the program of the Association.

e. exercise sole responsibility for staff management, selection, evaluation and compensation within limits provided by Board policy and ratified staff contracts. To provide leadership and opportunities for the training and development of staff.

f. be responsible for the collection of membership dues and the proper maintenance of membership records.

g. be responsible for deposits disbursements, and be responsible for the safekeeping and accounting of all NSEA funds as directed by the Board of Directors. To recommend investing of unencumbered revenue. (BD 4/96)

h. furnish a surety bond in the amount to be fixed by the Board of Directors, the premium of which shall be paid by the Association. To arrange surety bonds for all staff personnel.

i. represent NSEA in contract negotiations with professional and support staff and in staff performance evaluation.

j. be directly accountable to the NSEA Board of Directors and make a regular report of governance activities and needs.

k. meet on a regular basis with the NSEA President in order to discuss issues in which NSEA is or will be involved.

l. work with the President on agendas and provide for arrangements for meetings of the Board of Directors, Delegate Assembly and other conferences or meetings as may be sponsored by the Association.

m. provide annually to the Board a written understanding which has been worked out between the President and Executive Director which sets forth the sharing of responsibilities in which their jobs tend to intersect.

n. supervise and direct publications authorized by the NSEA Board of Directors and the Delegate Assembly.

o. perform such other duties as may pertain to the office or as may be designated by the Board of Directors.

p. work with the Association's committees and make recommendations to the Board of Directors on activities and programs which seem pertinent to the objectives of the Association.

q. cooperate with and assist the chairpersons of the state and local committees and commissions in the performance of their duties.

r. be responsible as the Executive Director for the lobbying program and prepare a legislative timetable by January 1st preceding the legislative session, and to distribute this timetable to NSEA leaders to work on

writing of legislation and in promoting legislation with lay groups and education employees. To work with the Legislature during session. (BD 4/96)

s. be responsible for the preparation and timely distribution of guidelines, their use in electing delegates to the NSEA Delegate Assembly and to the NEA Representative Assembly.

t. represent the Association at local, state and national meetings within officially adopted NSEA program budget, and in carrying out such responsibilities as are contained within his/her assigned duties.

B. COMMUNICATIONS

BOARD

1. NSEA employs a variety of medium, electronic and traditional, to communicate with its membership. NSEA provides information to the membership concerning Association policies, programs and issues of interest and concern. The content of all NSEA publication is at the sole discretion of NSEA. Publications, such as printed or electronic newsletters, will accept letters from members on policies, programs, and issues of current concern. Any letters will be printed at the sole discretion of the NSEA. (BD 11/91)

2. In addition, the NSEA reserves the right to:

a. Restrict letter length to approximately 400 words;

b. Edit with consultation of the writer, for accuracy and propriety;

c. Invite specific members to submit material. (BD 11/91)

3. In cases where the writer is specifically critical of policy, program or identified individuals or entities, NSEA will notify appropriate representatives of opposing views (when known to the Association) and provide them with an opportunity to respond in the same issue, with equal treatment and subject to the aforementioned restrictions. (BD 1/83)

4. The author of the letter is solely responsible for the opinion expressed in the letter and all legal ramifications contained in that responsibility.

C. ASSOCIATION PROPERTY

BOARD

1. Association Vehicles

a. The Executive Director shall develop an Administrative Policy for the use and reconciliation/reimbursement of use of Association vehicles. He/she shall be responsible for the administration of the policy. (BD 5/01)

b. NSEA may supply an Association owned vehicle to support the transportation needs of its representatives.

c. All drivers of the Association vehicles must have a current driver's license and a copy must be on file at the NSEA office. Only those authorized persons with a driver's license on file are allowed to drive Association vehicles.

d. All drivers are requested to report any maintenance or repair issues to NSEA.

e. Request for use of the Association vehicle shall be done in advance of the need through the NSEA office. (10/08)

2. Cellular Phones

a. The Executive Director shall develop an Administrative Policy for the use of cellular phones. The Executive Director shall be responsible for the administration of this policy. (BD 5/01)

b. All cell phone, and other like devices and their associated equipment purchased and/or provided for by the Association are the exclusive property of the NSEA. The Association reserves the right to determine the duration of use of all such devices, and may reassign and/or reuse such inventory at any time. (BD 09/23)

c. Cell phones, and like devices are to be primarily used to fulfill the assigned legitimate responsibilities as determined by the Association. The supporting telephones and services are not intended for extensive personal use. All such personal use shall only be periodic and kept to a minimum. (BD 09/23)

d. Under no circumstances can cell phones, and other like devices provided and paid for by the Association be used for fraudulent, malicious, pornographic and/or other inappropriate purposes. (BD 09/23)

e. Where approval is authorized by NSEA to provide a cell phone, and other like devices and/or supporting services, the Association will either pay for those devices and services directly to the vendor/provider or reimburse the user. (BD 09/23)

f. NSEA assumes no responsibility for the replacement, repair or service support for personal cell phone devices. (10/08)

3. NSEA Offices

The NSEA office shall be available for use of members after hours without the presence of staff. (BD 4/77)

D. FINANCIAL AND OPERATIONAL STANDARDS

BOARD

1. We, the governance and employees of the Nevada State Education Association and its Affiliates (the Association), acknowledge our special responsibility to ensure the integrity, honesty and reputation of the Association. We pledge our support to the members, students and communities we serve.

2. As leaders and employees, we are entrusted fiduciaries of the Association and the keepers of its voice. Members believe in us, support us and trust us with Association resources. We, the governance and employees of the Association, accept the responsibility to treat Association resources with the utmost care and to adhere to the highest ethical standards. To that end, we acknowledge the principles that will guide us, the control activities we will use to protect the resources entrusted to us, and our process to monitor those controls.

3. Code of Ethical Conduct--In fulfillment of our obligation we commit to:

    a. Exercise appropriate fiduciary responsibilities over Association resources;

    b. Fully and fairly disclose and act appropriately in avoiding actual or apparent conflicts of interest;

    c. Comply with applicable rules and regulations of the Association and government agencies;

    d. Respect confidentiality of information acquired in the course of our work;

    e. Provide Association constituents with information that is complete, accurate and appropriate;

    f. Implement activities professionally, with honesty and integrity

    g. Not knowingly be a party of any illegal activity or breach of fiduciary responsibility;

    h. Report violations of this Code in accordance with all applicable rules of procedure;

    i. Institute due process policies for violations of this Code of Ethics
    j. Be accountable for adhering to this Code.

4. Integrity of Internal Controls

    a. A strong Internal Control structure is fundamental to achieving Association goals. Internal Controls must be designed to provide reasonable assurances regarding the safeguarding of resources against

mistakes, fraud or abuse, reliability of operating and financial information, continued commitment to compliance with Association policies, applicable laws and regulations, and the accuracy of our business activities and records. Internal Controls must be built on uncompromising integrity, responsible business judgment and a culture of appropriate control practices.

b. In fulfillment of our obligation to maintain the highest standards of quality in financial reporting through business ethics and effective internal controls, we support:

i. A control environment founded on ethical values and technical competence;

ii. The identification and analysis of relevant internal and external risks that can hinder the achievement of business and Association objectives;

iii. The implementation of control activities that mitigate each identified risk, with the appropriate focus on prevention, detection and correction;

iv. The institution of fluid information pathways among management, employees and governance that capture, process and communicate relevant internal and external information in a timely manner;

v. Adoption of formal internal control policies and procedures;

vi. Systems of evaluation and assessment to monitor whether Internal Controls are adequate, effective and adaptive;

vii. Documentation of systems of internal control procedures in a comprehensive manner as well as roles and responsibilities of governance and employees;

viii. Appropriately communicating with and educating governance and employees on their roles and responsibilities.

5. Audit Related Responsibilities of the Budget Committee

a. In the spirit of sound fiscal practices, we believe in the oversight of our financial systems. Management has an important operational role working with vendors and auditors and should assist the Budget Committee, but the Committee must be independent of management,

informed and trained to understand basic finances, the role of an independent auditor and their role to report and advise.

b. In fulfillment of our obligation to monitor, question, inform, improve and advise, and as those responsible for the fairness, thoroughness and accuracy of financial information, we support the institution of a Budget Committee that will:

i. Report to the NSEA Board of Directors at least annually;

ii. Review and understand financial statements;

iii. Be responsible for the recommendation to the appropriate body of the appointment, compensation, and presentation of the work of any public accounting firm performing audit services;

iv. Review any audit problems or difficulties, and recommend to the appropriate body resolution of disagreements between the independent auditor and management;

v. Review the Management Letter provided by the independent auditor;

vi. Establish procedures for the receipt, retention and treatment of complaints received regarding internal controls and auditing;

vii. Request to engage independent counsel, independent financial experts or other advisors, as deemed necessary to carry out its duties;

viii. Participate in training necessary to fulfill these duties.

E. OPERATIONS, AFFILIATE AND SERVICE AGREEMENTS

1. Definitions

a. Affiliate Agreements are mutual agreements that establish or confirm programs, training and other activities that are not addressed by NSEA policy or governing documents. Affiliate Agreements are a response to particular needs and/or extenuating circumstances; and as such discussions with affiliates regarding Affiliate Agreements are not the appropriate venue to seek any alteration of NSEA policy or governing documents.

b. Service Agreements are mutual agreements between NSEA and NSEA Program Groups, which are comprised of members not eligible for active

members in the association. Service Agreements clarify what services NSEA and the NSEA Program Group will provide to ensure the success of the NSEA Program. Service Agreements shall be reviewed every two years before December 15, by the NSEA Executive Director and elected leaders of those program groups.

2. Creation of an Affiliate Agreement

A written request to create an Affiliate Agreement shall be submitted by the affiliate's President, between September 15 and December 15 of each fiscal year, to the NSEA President and NSEA Executive Director.

It shall be the decision of the NSEA President and NSEA Executive Director after reviewing a request, to create or not to create an Affiliate Agreement. Should there be a disagreement to create an Affiliate Agreement, between the NSEA Executive Director and NSEA President, the NSEA Secretary Treasurer shall be consulted in an effort to reach a decision. Within fifteen (15) calendar days from the receipt of the local affiliate request, the NSEA President or NSEA Executive Director shall notify the local in writing, of their decision and rationale.

3. Development of an Affiliate Agreement

These Affiliate Agreements shall be created by the NSEA Executive Director and his or her designee and a team appointed by the NSEA President, with the requesting NSEA affiliate. This team shall consist of three (3) NSEA Board of Directors, one (1) from each one of the non-requesting Affiliate's.

4. Approval of an Affiliate Agreement

Affiliate Agreements must be approved by a 2/3 vote of the NSEA Board of Directors at a regularly scheduled meeting.

5. Duration of an Affiliate Agreement

Affiliate Agreements shall be in full force and effect for a period lasting no more than two (2) years from date of signing. All successor Affiliate Agreements must be renewed and approved pursuant to this policy, on or before the expiration date.

a. All provisions of current "Service Agreements" shall be in full force, no later than December 31, 2015, or unless a written request to create a successor Affiliate Agreement has been submitted by the affiliate's President before this date. (BD 1/15)

F. CONFLICT OF INTEREST POLICY FOR ASSOCIATION OFFICIALS

BOARD

NSEA officials have a fiduciary obligation to act in the best interests of NSEA. The purpose of this Conflict of Interest Policy for NSEA Officials ("CI Policy") is to provide guidance to NSEA officials in complying with this fiduciary obligation.

1. Definitions

   a. The term "NSEA official" means an NSEA Officer, a member of the NSEA Board of Directors, a member of an NSEA committee, and any other person designated by NSEA governance to represent NSEA. The term does not mean an employee of, or a consultant retained by NSEA;

   b. The term "immediate family" of an NSEA official means his or her parent, spouse or spousal equivalent, child, grandparent, grandchild, sibling, mother-or father-in-law, sister-or brother-in-law, or daughter-or son-in-law;

   c. The term "directly or indirectly" means an action taken by an NSEA official in his or her own name (directly), or through a member of the immediate family or a business associate of an NSEA official (indirectly);

   d. The term "participate in an NSEA decision" means exercising the authority to approve, disapprove, recommend, or otherwise influence the position taken by NSEA; and

   e. The term "Conflict of Interest Officer" means the person who is responsible for the implementation of the CI Policy.

   f. The NSEA Officers consist of the President, Vice President, Secretary/Treasurer and the NSEA selected ESP at Large NEA Directors as defined in Article 3 subsection 1 of the Bylaws.

2. Statement of Principles

NSEA official shall, directly or indirectly, have any interest or relationship, take any action or engage in any transaction, or incur any obligation which is in conflict with, or gives the appearance of a conflict with, the proper and faithful performance of his or her responsibilities to NSEA.

3. Prohibited Activities— The activities that are prohibited by the Statement of Principle set forth in Section II include, but are not limited to, the following:

   a. No NSEA official shall, without the advance written approval of the CI Officer, have a direct or indirect financial or personal interest in or relationship with any business, firm, person, or entity that does or seeks to do business with NSEA. This prohibition shall not apply to investments in a business, firm, or other entity through the purchase of securities that are traded on a registered national securities exchange, or utilizing any services that the business, firm, person, or entity makes available to the general public in the normal course of business.

b. No NSEA official shall, except in the performance of his or her responsibilities on behalf of NSEA, receive any compensation, gift, gratuity, loan or other thing of value from any business, firm, person, or other entity which does or seeks to do business with NSEA, or which has financial or other interests that may be affected by the performance or nonperformance of the NSEA official's NSEA responsibilities. The term "business, firm, person or other entity" does not include NSEA affiliates or subsidiary organizations (e.g., NSEA Member Benefits corporation), and the term "compensation, gift, gratuity, loan, or any other thing of value" does not include an item or items received during an NSEA membership year with an aggregate value of $250 or less, or a loan that is available to the general public on similar terms.

c. No NSEA official shall, (1) except in the performance of his or her responsibilities on behalf of NSEA or in response to a legal mandate, disclose any information obtained by reason of his or her NSEA position that is not otherwise available to the general membership of NSEA, and that could be used to the detriment of NSEA, or (2) use or permit others to use any information obtained by reason of his or her NSEA position that is not otherwise available to the general membership of NSEA to directly or indirectly further the NSEA official's financial or personal interest.

d. No NSEA official shall, without the advance written approval of the CI Officer, directly or indirectly sell goods or services to NSEA. This prohibition shall not apply to the payment, in accordance with NSEA policy, of compensation or a stipend to an NSEA official for carrying out his or her responsibilities on behalf of NSEA.

e. No NSEA official shall accept any other position, assignment, or appointment which would conflict with his or her fiduciary obligation to act in the best interest of NSEA, or otherwise interfere with the NSEA official's ability to properly carry out his or her NSEA responsibilities.

f. No NSEA official shall use or permit others to use his or her position with NSEA to create the impression that NSEA endorses or has endorsed a product, service, program, or political position when that is not in fact the case, or to otherwise directly or indirectly further the NSEA official's financial or personal interest.

4. Implementation Procedure

a. The NSEA Secretary-Treasurer shall serve as the Conflict of Interest Officer ("CI Officer"), and shall in that capacity be responsible for the

implementation of the CI Policy. The CI Officer shall monitor the implementation of the CI Policy, and make periodic reports regarding its implementation to the NSEA Executive Officers. The NSEA Executive Officers shall recommend to the NSEA Board of Directors such modifications in the Policy as it may from time to time deem appropriate. In the event the NSEA Secretary-Treasurer is the "NSEA Official" specified in subparagraph B and C below, the NSEA Vice-President will assume the role and duties of the CI Officer.

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

(2) If the NSEA official disagrees, in whole or in part, with the conclusions of the CI Officer, he or she may appeal to the NSEA Executive Officers by filing a written notice of appeal with the NSEA President within ten (10) calendar days after receiving the opinion of the CI Officer. The NSEA Executive Officers shall decide the appeal as expeditiously as possible, and the decision of the NSEA Executive Officers shall be final and binding. If the NSEA official files a timely appeal, he or she need not comply with the opinion of the CI Officer pending the outcome of the appeal. If the NSEA official does not file a timely appeal, he or she shall comply with the opinion of the CI Officer.

c. (1) If an NSEA member or employee believes that an NSEA official is engaged in or is about to become engaged in an activity that is prohibited by the CI Policy, the member or employee may file a written complaint with the CI Officer. The complainant shall identify himself or herself to the CI Officer, but the CI Officer shall, if requested to do so by the complainant, and to the fullest extent practical treat the complaint as anonymous and not reveal the complainant's name.

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

(3) If the NSEA official disagrees, in whole or in part, with the conclusions of the CI Officer, he or she may appeal to the NSEA Executive Officers by filing a written notice of appeal with the NSEA President within ten (10) calendar days after receiving the opinion of the CI Officer. The NSEA Executive Officers shall decide the appeal as expeditiously as possible, and the decision of the NSEA Executive Officers shall be final and binding. If the NSEA official files a timely appeal, he or she need not comply with the opinion of the CI Officer pending the outcome of the appeal. If the NSEA official is the President, then the appeal will be made to the Vice President who will function as the CI Officer and all other provisions apply.

d. In implementing the CI Policy, the CI Officer and the NSEA Officer shall consider all the relevant factors, including the specific NSEA responsibilities of the NSEA official and the nature of the allegedly prohibited activity, and shall interpret and apply the CI Policy in a manner that furthers its intended purpose.

5. Miscellaneous

a. Nothing in the CI Policy shall be interpreted or applied to deprive an NSEA official of any right that he or she may have under the NSEA governing documents. To the extent that the CI Policy is inconsistent with any such right, the right in the NSEA governing document shall take precedence.

b. All information and documents involved in the implementation of the CI Policy shall be treated as confidential, and the CI Officer shall make such information and documents available to others only on an "as needed" basis.

6. Effective Date and Amendment; Distribution

a. The CI Policy shall become effective on the date that it is adopted by the NSEA Board of Directors, and to the extent of any inconsistency only if, it shall supersede all prior NSEA policies dealing with the same subject. The Board of Directors may amend the CI Policy from time to time as it deems appropriate.

b. The CI Policy shall be posted on the NSEA Website to which the Board of Directors have access, and a copy of the Policy shall be distributed to all NSEA Officials, all candidates for NSEA office, and all persons who subsequently become members of NSEA.

G. WHISTLEBLOWER POLICIES FOR ASSOCIATION OFFICIALS

BOARD

NSEA officials are obligated to comply with all relevant legal requirements in carrying out their NSEA responsibilities. A failure to meet this obligation – whether intentional or inadvertent – can have adverse consequences for the reputation and operation of NSEA. The purpose of this Whistleblower Policy ("WB Policy") is to establish a procedure by means of which any such failures can be brought to the attention of NSEA, so that corrective action can be taken.

1. DEFINITIONS--As used in the WB Policy, the following terms have the meanings indicated:

   a. The term "misconduct" means an action taken by an NSEA official in carrying out his or her NSEA responsibilities that is in violation of a legal requirement.

   b. The term "NSEA official" means an NSEA Officer, a member of the NSEA Board of Directors, a member of an NSEA Committee, and any other person designated by NSEA Governance to represent NSEA. The term does not mean an employee of, or a consultant retained by NSEA.

   c. The term "person" means a member of NSEA, an employee of NSEA, or an NSEA affiliate, a consultant or vendor who does or seeks to do business with NSEA or an NSEA affiliate, and any other representative of NSEA or an NSEA affiliate.

   d. The term "WB Officer" means the person who is responsible for the implementation of the WB Policy.

   e. The term "whistleblower" means a person who notifies the WB Officer of an action that he or she has reasonable cause to believe constitutes misconduct.

2. WB Officer

   The NSEA Vice-President shall serve as the WB Officer, and shall in that capacity be responsible for the implementation of the WB Policy. The WB Officer shall monitor the implementation of the WB Policy, and make periodic reports regarding its implementation to the NSEA Executive Officers. The NSEA Executive Officers shall recommend to the NSEA Board of Directors such modifications in the WB Policy as it may from time to time deem appropriate.

3. Notifying NSEA of Alleged Misconduct

   a. Any person who has reasonable cause to believe that an NSEA official has engaged or is about to engage in misconduct, should notify the WB Officer in writing. That person (the whistleblower) shall identify

himself or herself in the notice to the WB Officer, but the WB Officer shall, if requested to do so by the whistleblower, treat the notice as anonymous and shall not, except in response to a legal or operational mandate, reveal the whistleblower's name. If the WB Officer is unavailable, and the whistleblower believes that a delay in providing notification may have adverse consequences for NSEA, he or she may notify the NSEA Secretary-Treasurer, who shall as soon as possible thereafter turn the matter over to the WB Officer.

b. If based upon the information provided by the whistleblower and other relevant information, the WB Officer has reasonable cause to believe that an NSEA official has engaged or is about to engage in misconduct, the WB Officer shall turn the matter over to NSEA's General Counsel (GC).

c. The GC shall conduct an expeditious investigation of the alleged misconduct, and shall submit to the WB Officer a written opinion setting forth its conclusions as to whether the NSEA official has engaged or is about to engage in misconduct, and, if so, what should be done to correct the situation.

d. After consulting with the NSEA Executive Officers, the WB Officer shall arrange for such actions to be taken as he or she deems appropriate to correct the situation.

e. If the WB Officer concludes that any person has made an allegation of misconduct, or has participated in an investigation of alleged misconduct, in bad faith or without reasonable cause, the WB Officer, after consulting with the NSEA Executive Officers, shall arrange for appropriate disciplinary action to be taken against that person.

4. Protection of Persons Who Provide Evidence of Alleged Misconduct

a. Except as otherwise provided in Section II(E) above, no person shall be subject to any form of direct or indirect retaliation by an NSEA official, an NSEA employee, or other designated NSEA representative because he or she (1) is a whistleblower, (2) has participated in an investigation of alleged misconduct, or (3) has in good faith in any other way been involved in the implementation of the WB Policy.

b. If any person believes that he or she has been subject to retaliation in violation of Section A above, that person shall report such retaliation to the WB Officer. The WB Officer shall investigate the matter, and if the WB Officer concludes that an NSEA official, NSEA employee, or other designated NSEA representative has engaged in retaliation, the WB Officer, after consulting with the NSEA Executive Officers, shall arrange

for the appropriate disciplinary action to be taken against said NSEA official, NSEA employee, or designated representative of NSEA.

5. Miscellaneous

   a. Except in situations where a person believes a crime has been committed, any person who believes that an NSEA official has engaged or is about to engage in misconduct is encouraged to exhaust the WB Policy before attempting to deal with the matter in any other forum.

   b. All information and documents involved in the implementation of the WB Policy shall be treated as confidential, and the WB Officer shall make such information and documents available to others only on an "as needed" basis. To the extent relevant, all privileges, including the attorney-client and attorney work-product privileges, shall apply to information and documents involved in the implementation of the WB Policy.

   c. If a question arises as to whether the WB Officer has engaged, may be engaged, or is about to engage in misconduct, the matter shall be dealt with by the NSEA President.

6. Effective Date and Amendment; Distribution

   a. The WB Policy shall become effective on the date that it is adopted by the NSEA Board of Directors, and to the extent of any inconsistency only, it shall supersede all prior NSEA policies dealing with the same subject. The Board of Directors may amend the WB Policy from time to time as it deems appropriate.

   b. The WB Policy shall be posted on NSEA Website to which the Board of Directors have access, and a copy of the Policy shall be distributed to all NSEA officials, all candidates for NSEA office, and all persons who become members of NSEA committees or are otherwise designated to represent NSEA. (BD 10/28/06)

H. LEGAL SERVICES "Human and Civil Rights"

BOARD

1. NSEA will pay to NEA the required NEA dues of a member whose employment has been terminated and whose case is funded under the NSEA Legal Services Policy. Such payment will commence the month that the member's dues lapse and will continue for the duration of the legal case, so long as the case continues to be funded by NSEA. Such payments will be considered a part of the costs of the legal case and will be paid from the Legal Services Fund. (11/96)

2. The official document for funding of rights cases is the NSEA LEGAL SERVICES POLICY AND PROCEDURES. (BD 5/84)

3. In situations where an affiliate of the NSEA is named in a suit which qualifies for coverage under the Association Professional Liability Policy, NSEA shall pay thirty-five percent (35%) of the attorney fees and costs. Thirty percent (30%) is paid by NEA. The remaining thirty-five percent (35%) will be the responsibility of the named affiliate. (11/96)

I. EMPLOYMENT AND AFFIRMATIVE ACTION POLICY AND PLAN (BD 3/86)

BOARD

1. The Nevada State Education Association recognizes the rights and dignity of all persons, and implements policies which provide equal opportunity and assures nondiscrimination in employment for all ethnic-minorities and women.

2. Goals and Objectives

   a. The goal of the NSEA plan for employment affirmative action is to eliminate all present and any vestiges of past discrimination in employment. The objective of the plan is to ensure that members of ethnic-minority groups and women have equal opportunity for employment.

      i. The ethnic minority percentage of NSEA staff should be at least equal to the ethnic minority percentage of the total population of the state.
      ii. Women will constitute at least 50% of the total number of staff members.

3. Responsibility

   a. The Executive Director has the primary responsibility for implementation of the plan and shall provide the NSEA Board with an annual progress report relative to its implementation.

   b. The progress report shall include an overall evaluation of affirmative action progress for the preceding year including any necessary recommendations requiring Board approval.

   c. In addition, the Executive Director will be responsible for monitoring and advising local associations on the goal and objective of the affirmative action plan.

   d. Current and past employment practice charts are attached. This form will also be utilized for future reporting of change and progress toward meeting the goal.

4. Employment Procedures (Recruitment/selections/interview process)

a. The NSEA has collective bargaining agreements with the Nevada Staff Organization representing professional staff employees and with the Support Staff Organization representing support staff employees. These contracts provide for the posting of vacancies in NSEA employment and provide for consideration of current employees in filling existing vacancies (See NSO-Nevada Contract, Article XIII)

b. The Executive Director shall, when vacancies occur, notify appropriate community sources and national organizations of its desire to consider ethnic-minorities and female applicants and may seek the assistance of other appropriate groups and organizations in its effort to recruit qualified ethnic-minority and women candidates.

c. All ethnic-minority and women candidates' applications will be reviewed thoroughly and any appearing to meet position qualifications shall be provided the opportunity for a personal interview.

d. Minority and women candidates will, upon completion of the evaluation and interview process, be given preferential consideration for selection provided that they are the most qualified candidate or at least equal to any other available candidate.

5. Complaints and Appeals

Any complaints regarding the implementation of the affirmative action plan may be submitted to the NSEA President for referral to the NSEA Board of Directors for resolution by any individual, employee, or any class of employees. The grievance procedure established in the NSEA staff contract will be utilized for all employees who choose to use it.

6. Transfer/Termination/Training

Provisions for transfer, termination and training are found in the NSEA/NSO and NSEA/SSO collective bargaining agreements.

7. Information Dissemination

Copies of the affirmative action plan shall be distributed to the NSEA Board of Directors, each UniServ unit and appropriate management and supervisory staff. Copies shall be made available to any employee upon request.

8. Evaluation and Reporting

a. Annually, the NSEA Executive Director and President will review all employment, transfer and assignment positions, the effectiveness of the plan and its implementation in achieving the goal.

b. A report will be prepared and submitted to the NSEA Board of Directors, leadership, staff and local affiliates. (BD 1/86)

J. HARASSMENT POLICY

ASSOCIATION

1. The Association has long been an advocate of human rights, equal rights and fair and equitable treatment of all people, regardless of race, gender, sexual orientation, marital status, age, religion, national origin or physical disability status. Consistent with this advocacy and pursuant to the mandates of Title VII in the Civil Rights Act of 1964, this policy is adopted.

2. It is the policy of the Nevada State Education Association that all employees enjoy a work environment free of discrimination and harassment. Each employee is afforded equal opportunity in every area of hiring and employment without regard to race, color, religion, age, sex, sexual orientation, national origin, marital status, disability, handicap or veteran's status.

3. The NSEA will not tolerate discrimination against or harassment of any employee. This includes verbal or physical harassment and implied as well as overt threats of a racial, ethnic, religious or sexual nature, at or away from an employee's regular place of work. Harassment refers to behavior which unreasonably interferes with work performance by creating an intimidating, hostile or offensive working environment.

4. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct that is both sexual and offensive in nature. To determine whether alleged conduct is sexual harassment, the nature of the sexual advances and the context in which they occur shall be investigated.

The employee is strongly encouraged to make it clear to the offender that such behavior is offensive.

5. Procedure

a. Any employee who believes he or she has been subjected to harassment or discrimination should promptly bring the incident to the attention of management by reporting it to his or her supervisor.

b. Care shall be taken in investigating any incident of alleged harassment and/or discrimination to ensure that due process is observed and privacy is protected for all concerned parties. Investigation of complaints of harassment is assigned to the Executive Director or his/her designee.

c. NSEA managers and supervisors are expected to halt any harassment by restating NSEA's policy and, where appropriate, by taking more direct disciplinary action. (1/95)

IV. BUDGET AND FINANCE

A. DUES

ASSOCIATION

1. The NSEA portion of dues for an Active Member who is an Education Professional is 0.6% (0.006) of the teachers' average salary. (DA 4/10) (DA 4/12)

2. The NSEA portion of dues for an Active Member who is an Education Support Professional is 60% of the NSEA dues of an active member who is an educational professional. (DA 4/10)

3. The NSEA portion of dues for a part-time Active Member who is an Education Professional is 50% of the NSEA dues of an active member who is an Educational Professional. (DA 4/12)

4. The NSEA portion of dues for a part-time Active Member who is an Education Support Professional is 50% of the NSEA dues of an active member who is an Education Support Professional. (DA 4/12)

5. The NSEA portion of dues for an Active-RIF member who is an Education Professional is 50% of the NSEA dues of an active member who is an Education Professional. (DA 5/11)

6. The NSEA portion of dues for an Active-RIF Member who is an Education Support Professional is 50% of the NSEA dues of an active member who is an Education Support Professional. (DA 5/11)

7. The NSEA portion of dues for a Reserve Member who is an Education Professional is 50% of the NSEA dues of an active member who is an Education Professional. (DA 4/10)

8. The NSEA portion of dues for a Reserve Member who is an Education Support Professional is 50% of the NSEA dues of an active member who is an educational support professional. (DA 4/10)

9. NSEA Student Program Dues (DA 4/10)

    a. The NSEA shall collect dues from NSEA student members for membership in the NSEA Student Program which shall be equal to the following:

    b. $15, or other amount as prescribed by the NEA if enrolling in a multiyear membership, which shall be paid to the NEA. This amount shall remain in effect until such time as the NEA alters this amount and notifies state associations;

    c. $15 which shall be paid to the NSEA Student Program to be distributed among the NSEA Student Program locals. This amount shall remain in effect until such time as the NSEA Student Program amends this amount; and

    d. $5 which shall be paid to the NSEA. (DA 04/13)

    e. The NSEA shall collect the full amount of dues from student members no matter the date of joining the NSEA Student Program.

f. The NSEA's collection of dues shall award the member membership in the NSEA Student Program from September 1, or date of enrollment, to August 31. Should a member pay dues during the early enrollment period, when applicable, that member shall be awarded membership from April 1, or date of enrollment, to August 31 of the next calendar year.

10. NSEA Retired Program Dues (DA 4/12)

a. The NSEA portion of lifetime dues is $120.00.

b. The NSEA portion of Pre-Retired lifetime dues is $120.00.

c. The NSEA portion of annual dues is $15.00.

BOARD

11. NSEA will recognize the following methods of state dues collection:

a. Payroll deduction;
b. Payment in full for the remainder of the current membership year and paid at the time of joining;
c. Electronic Fund Transfer (EFT) for non-active membership categories and active members if payroll deduction is unavailable. (BD 11/3/12)

12. Members who join the Association, at any time, shall have dues collected for the remainder of the membership year in which they join. Any member whose dues are collected as prescribed above shall be deemed a member in good standing, entitled to all individual rights and privileges of the category of membership in which they are enrolled, as established in the Bylaws. For purposes of representation in Association governance, members shall be counted as members in good standing if their dues are collected, regardless of any change in their employment status during the membership year. Affiliates should remit state dues collected on a monthly basis, no later than 30 days after receipt. A penalty of two percent of the outstanding balance shall be assessed after 60 days. This penalty shall be waived by the NSEA Budget Committee when shown adequate extenuating circumstances. The above penalty shall not apply to locals which directly remit their dues from the school districts to NSEA. (BD 5/79, BD 8/90, BD 26)

13. Individual members who leave employment, after the contract year begins, shall be given a rebate of their remaining dues provided they have made such application to their local association, and that association grants such relief and requests NSEA to concur in such action. Applications for relief shall be made by the local association to the NSEA and approved by the Executive Director or President. Notice of applications approved shall be provided to the NSEA Board of Directors at their next regularly scheduled meeting. (BD 5/86, 3/01)

B. NSEA UNISERV FUNDING

BOARD

The NSEA UniServ Grant shall be restructured effective September 1, 2012. The NSEA UniServ Grant will match the NEA UniServ Grant at 100%. This level of funding and its relationship to the NEA UniServ Grant shall be maintained in future budget years. (BD 9/2012)

C. AUDIT

BOARD

1. An annual audit of the books is to be made as soon as possible after the end of the budget year. (BD 4/60)

2. An external certified public accountant shall make the annual audit. The contract for audit services shall delineate the scope and objective of the examination as well as the basis for the fee to be charged. The audit report should contain:

    a. A balance sheet (a combined balance of all funds if the association has more than one fund).

    b. A statement of cash receipts and disbursements.

    c. A statement of changes in income and expenses.

d. Such additional statements as may be agreed upon (BD 3/84)

3. The Budget committee shall report to the Board of Directors the outcome of the audit at the subsequent board meeting following receipt of the audit report

D. FINANCIAL ADMINISTRATION

BOARD

1. The NSEA Budget Committee shall receive monthly reports for all funds and accounts. Those reports will be available to Board members at the Board of Directors meeting. (BD 8/94)

2. Expenditures in any budget category should be limited to the amount budgeted. Non- budgeted expenditures shall be approved by the Executive Director. In the event of over expenditure or anticipated over expenditure in any area, the Executive Director shall provide full disclosure about the budget variances and plans to maintain a balanced budget to the Budget Committee.

3. The Association shall capitalize equipment purchases of more than $1000. (5/95, 4/13)

4. The Association may capitalize equipment purchases of less than $1000.

5. The NSEA shall establish a designated fund for the purpose of fully funding the Association leave account. NSEA will establish separate accounting for this designated fund. (BOD 5/96, BOD 4/02)

6. The Association shall recognize the establishment of a Capital Improvement Fund as a designated fund, with a separate bank account. The designated uses for these funds include:

a. replacement of equipment/technology in excess of $5,000; or

b. improvements/renovations to existing or future building sites; and

c. expenditures to support special Association funding needs. Special funding needs to be approved by the Budget Committee. (BOD 5/96, 10/08, BD 01/2020, BD 06/2021)

7. All proposals for items not budgeted must be brought before the Board with a fiscal impact statement attached. (BD 8/79, 5/84)

8. The Executive Director and the Budget Committee determine whether short-term Federal Government bonds, money market accounts or bank savings are the best investment, and to act accordingly in placing any surplus funds in excess of required reserves in an interest-bearing basis. The Budget Committee may propose additional investment opportunities for consideration by the Board. Such a proposal must state:

- Investment objective and constraints
- Description of duties and responsibilities of all parties involved
- Asset allocation and rebalancing guidelines
- Controlling and accounting for investment fees
- Monitoring portfolio investment and performance
- Investment manager selection and evaluation

Any investment proposal submitted by the Budget Committee must have Board approval to be executed.

(BD 4/61, 11/79, 8/94, BD 06/21)

9. All checks for all funds drawn from the association shall require two signatures. Authorized signatures shall include and are limited to the NSEA President, NSEA Vice President, NSEA Secretary Treasurer, the NEA Directors from Nevada and members of the NSEA Budget Committee. No bank accounts may be established or investments made on behalf of the Association or with the Association's assets without the advance approval of the NSEA Budget Committee. Notification of the decision will be forwarded to the Board of Directors before the account is established or investment made. No deposits may be made in accounts outside the supervision of the NSEA Board of Directors except where authorized by employment contract or service agreement. (3/94, 5/95)

E. INTERFUND TRANSFERS

BOARD

1. The NSEA from time to time, either through the process of member assessments or restriction of revenue, creates funds outside the general fund. These funds have a stated purpose, a source of revenue and an approved pattern of expenditure.

2. Recognizing some funds by nature or design may expend in advance of revenue receipt, interfund transfers are available under the following procedure:

   a. Executive Director approval of a plan of need and repayment.

   b. Timely notification of Budget Committee of need and transfer.

   c. Regular reporting of the status of all funds to the NSEA Board of Directors.

   d. Appropriate administration record keeping to assure timely repayment. (BD 3/89)

F. EXPENSES AND VOUCHERS

BOARD

1. Expense voucher should be submitted within 30 days of incurring expense and must be completely filled out on a day-by-day basis and signed by the traveler. Vouchers received 60 days after the expense has been incurred will not be honored.

2. Receipts for hotel, air fare, telephone, per diem, postage/supplies, and all other expenses must accompany voucher.

3. All air travel shall be coach class. Airfares for persons not on staff or members of elected/appointed leadership shall be approved by the Executive Director in advance of ticket use. (BD 8/94,5/95)

4. Private car is to be used for relatively short distances or when plane or train accommodations are not available or practical (the latter instance must be explained on the voucher). Travel to be reimbursed according to IRS guidelines, plus toll charges, meals en route, and parking charges.

5. If personal car is used in preference to air travel or train for long distances, maximum reimbursement will be cost of coach air fare (plus reasonable allowances for taxis and mileage to and from the airports) or the actual mileage, whichever is lower.

6. Rental car reimbursement is limited to circumstances of necessity in order to meet time schedule or where no other mode of transportation is available, or where cost is less than that for taxi. Explanation as to the reason for renting a car must accompany voucher. (BD 8/94)

7. Per diem policy:

a. Travel to be reimbursed according to IRS guidelines;

b. Per diems for members of the Board, Officers, and the general membership shall be reimbursed per IRS guidelines as stated by the GSA Per Diem schedule. Where NEA, NSEA, local affiliate, or other sponsoring organization provide group/banquet meals, etc. no reimbursement will be allowed for that meal. (BD 1/07, BD 06/2021)

c. Lodging - doubling up where possible except for President and the Board of Directors. Those who desire a single shall pay the difference. Lodging at NSEA expense is limited NSEA members, on official NSEA business. Other lodging arrangements require previous approval from the Executive Director. (BD 10/79; 3/80; 1/84; 3/88; 9/91; 8/94, 5/95)

8. Bus and taxi fares are allowable as necessary, subject to explanation if beyond usual amount of cost. Unless otherwise specified in this policy, no other form of ground transportation is available at NSEA expense. (BD 8/94)

9. If salaries for substitutes or loss of salary due to absence because of official business are to be reimbursed, verification letter must be on file in the NSEA office to be used when reimbursement is requested. The voucher policy must be followed.

10. An advance of monies to assist with the expenses is available upon request. All advances require approval of the Executive Director. All advances shall be reported to the Budget Committee at its regularly scheduled meeting. Following the conclusion of the activity or meeting for which the advance was obtained, this must be cleared out by the filing of an expense voucher as previously outlined. In those cases where the amount of the advance exceeds the expenditure, a check (made payable to the NSEA) covering the difference should accompany the voucher. When the amount of the advance is less than the expenditures, a reimbursement check for the difference will be issued. If a voucher is not received within 60 days following the activity for which the advance was issued, the individual will not be eligible for hotel master billing or the underwriting of ANY expenses by the NSEA until reimbursement for the advance is made. Further, individuals who abuse the advance vouchering procedure twice will be denied further advances, but may appeal to the NSEA Board of Directors. (BD 3/84, BD 8/90, BD 8/94)

11. Reimbursement for multiple (group) meals will be made only upon submission of a receipt, names of guests, and purpose of meal. This group meal policy, and its reference to per diem guidelines, shall encompass all association activities, unless pre-approval is secured by the Executive Director. (BD 8/94, 5/95)

12. The Executive Director of NSEA or the President reserves the right to deny inappropriate expenses. Where there are extenuating circumstances regarding compliance with the governance expense policy, appeal may be made to the NSEA Budget Committee. (BD 3/80, 5/84, 8/94)

13. Gratuities offered to restaurant service personnel shall be limited to up to 20% of vouchered meal expense. Gratuities in excess of 20% are considered a personal expense. (8/94, 5/95)

14. Reasonable florist charges may be incurred on behalf of the Association, with the advance approval of the Executive Director. (8/94,5/95) Contributions in memoriam may be incurred on behalf of the Association, with the advance approval of the Executive Director. In no instance will the florist charges exceed $100, nor the memorial contribution exceed $200. (5/95)

15. Unless specifically provided within this policy, all other types of expenditures -- vouchered, credit card or direct bill -- are not authorized. Any variance from this express policy must be approved in advance by the Executive Director. (8/94, 5/95)

16. Any NSEA member attending or participating in an NEA/NSEA sponsored event shall be responsible for all non-covered incidental expenses while attending the event. (1/10)

G. CREDIT CARDS

BOARD

1. The Executive Director shall develop an Administrative Policy for the use and reconciliation of credit cards. The Executive Director shall be responsible for the administration of policy. (BD 5/01)

2. The following NSEA officers shall be authorized to hold credit cards with $4,500 limits: (BD 01/2020)

    a. President,
    b. Vice President,
    c. Secretary- Treasurer

3. The NSEA issued credit card must be returned to NSEA within five business days of the end of term of office. (BD 8/77, 1/80, 5/84, 9/86, 9/89)

4. NSEA credit cards for NSEA officers are to be used for NSEA travel expenses and capital purchases. The NSEA issued credit card can only be used in support of approved organizational related business activities. Cash advances are not allowed on NSEA credit cards. No personal expenses are to be placed on an association credit card except as provided for in the Administrative Policy for Credit Cards. All credit card statements will be matched, vouchered on an expense itemization form, and approved by the Executive Director before payment is made. Reconciliation of all credit card expenditures must be completed within 30 days of the statement. Credit Card reconciliation reports received 60 days after the statement date will require special review by the NSEA Budget Committee. The President will review and approve/disapprove the Executive Director's credit card statements; the Executive Director will review and approve/disapprove the President's and officer credit card statements.

Documentation will include who, what and why the expenditure was incurred. (BD 5/84, 8/94, 1/95, 5/95, 5/01, 4/02)

H. CAPITAL IMPROVEMENT FUND POLICY

1. PURPOSE

The purpose of the Capital Improvement Fund policy for NSEA is to provide an internal source of funds to pay for the maintenance and enhancement of its physical and other infrastructural assets. The Capital Improvement Fund is not intended to replace a permanent loss of funds or to eliminate an ongoing budget gap. (BD 09/13)

It is the intention of NSEA that the Capital Improvement Fund is used for the aforementioned purposes, and that funds are replenished within a reasonably short period of time when such use occurs. The NSEA Capital Improvement Fund policy is intended to support the goals and strategies contained in its strategic and operational plans. (BD 09/13)

2. DEFINITIONS AND GOALS

Pursuant to its authority, the NSEA Board of Directors shall establish and maintain the Capital Improvement Fund. The Board shall also determine the amount to be held in the Capital Improvement Fund. This amount should be equated to at least 15% of the value of the fixed assets of the Association. (BD 09/13, BD 01/2020)

3. BANKING AND REPORTING PROTOCOL

The Capital Improvement Fund will be recorded in the financial records as a special board-designated Capital Improvement Fund, which will be maintained in a segregated bank account or investment fund in accordance with investment policies. (BD 09/13)

4. FUNDING OF CAPITAL IMPROVEMENT FUND

The balance in the Capital Improvement Fund will be replenished and increased with unrestricted income. The Board of Directors may from time to time direct that a specific source of revenue be set aside for Capital Improvement Fund. Examples may include one-time gifts or bequests, special grants, or special appeals. (BD 09/13)

5. USE OF CAPITAL IMPROVEMENT FUND

Use of the Capital Improvement Fund requires three steps:

a. Identification of appropriate use of capital improvement funds

The Executive Director and Director of Finance will identify the need for access to capital improvement funds and confirm that the proposed use is consistent with the purpose of this fund as

described in this Policy. This step requires analysis of the reason for the proposed expenditure and evaluation of the time period that the funds will be required and replenished. (BD 09/13)

b. Authority to use Capital Improvement Fund

The Executive Director and Director of Finance will submit a request to the Budget Committee of the NSEA Board of Directors to use Capital Improvement Funds. The request will include the analysis and determination of the recommended use of funds and plans for replenishment. Whenever possible, NSEA's goal is to replenish the funds used within a reasonable period of time to restore the Capital Improvement Fund to its targeted minimum amount. Any use of Capital Improvement Funds that may take longer than the planned replenishment period shall be scrutinized more carefully by the Budget Committee, which will have the authority to approve or modify the request up to any limits in NSEA Board policy. Requests in excess of such limits would require the approval of the full NSEA Board. (BD 09/13)

c. Reporting and monitoring

The Executive Director, Director of Finance, and the Budget Committee of the NSEA Board of Directors are responsible for ensuring that the Capital Improvement Fund is maintained and used only as described in this Policy. Upon approval for the use of Capital Improvement Fund funds, the Executive Director and Director of Finance will maintain records of the use of funds and plan for replenishment. (BD 09/13)

I. OPERATING RESERVES FUND POLICY

1. PURPOSE

a. The purpose of the Operating Reserves Fund policy for NSEA is to help ensure the stability of the mission, programs, employment, and ongoing operations of the organization. The Operating Reserve is intended to provide an internal source of funds for situations such as a sudden increase in expenses, one-time unbudgeted expenses, unanticipated loss in funding, or uninsured losses. The Operating Reserve Fund may also be used for one-time, nonrecurring expenses that will build long-term capacity and sustainability. Operating Reserves Fund is not intended to replace a permanent loss of funds or eliminate an ongoing budget gap.

b. It is the intention of NSEA that Operating Reserves that are used be replenished within a reasonably short period of time. The NSEA Operating Reserve policy is intended to support the goals and strategies contained in its strategic and operational plans.

2. DEFINITIONS AND GOALS

a. Pursuant to its authority, the NSEA Board of Directors shall establish the Operating Reserve Fund. The Board shall also determine the amount to be held in the Operating Reserve Fund sufficient to maintain ongoing operations and programs for a set period of time, measured in months.

b. The NSEA Board of Directors has determined that in accordance with its Strategic Plan, the targeted minimum for the Operating Reserve Fund shall be equal to a minimum of six months of budgeted future annual operating expenses of the Association. The calculation of average operating expenses includes all recurring, predictable expenses such as salaries and benefits, office, travel, program, and ongoing professional services. Depreciation, in-kind, and other non-cash expenses are not included in the calculation. Advocacy, TIP, and other similar political spending is also not included in the calculation. (BD 06/2021)

At the beginning of each budget year in which the existing Operating Reserve Fund is less than six months of budgeted future annual operating expenses, the Executive Director shall meet with the Budget Committee to discuss ways to increase the Operating Reserve Fund to meet the goal of six months of budgeted future annual operating expenses. (BD 06/2021)

3. BANKING AND REPORTING PROTOCOL

a. The Operating Reserve Fund will be recorded in the financial records as a special board-designated reserve fund. Operating Reserves Fund will be maintained in a segregated bank account or investment fund in accordance with investment policies.

4. FUNDING OF RESERVES

a. The balance in the Operating Reserve Fund will be replenished and increased with unrestricted income. The Board of Directors may from time to time direct that a specific source of revenue be set aside for Operating Reserves. Examples may include one-time gifts or bequests, special grants, or special appeals.

5. USE OF RESERVES

Use of the Operating Reserves requires three steps:

a. Identification of appropriate use of reserve funds

The Executive Director and Director of Finance will identify the need for access to reserve funds and confirm that the proposed

use is consistent with the purpose of the reserves as described in this Policy. This step requires analysis of the reason for the proposed use and an evaluation of the time period during which the funds will be required and by which time they will be replenished.

a. Authority to use operating reserves

The Executive Director and Director of Finance will submit a request to use Operating Reserves funds to the Budget Committee of the Board of Directors. The request will include the aforementioned analysis of the proposed use of funds and plans for replenishment. Whenever possible, NSEA's goal is to replenish the funds used within a reasonable period of time to restore the Operating Reserve Fund to its targeted minimum amount. Any use of Operating Reserves that may take longer than the planned replenishment period shall be scrutinized more carefully by the Budget Committee, which will have the authority to approve or modify the request up to limits in NSEA Board policy. Requests in excess of these limits will require the approval of the full NSEA Board.

b. Reporting and monitoring

The Executive Director, Director of Finance, and Budget Committee of the NSEA Board of Directors are responsible for ensuring that the Operating Reserve Fund is maintained and used only as described in this Policy. Upon approval for the use of Operating Reserve funds, the Executive Director and Director of Finance will maintain records of the use of funds and plan for replenishment. (BD 11/14)

J. NSEA RETIRED CORPUS FUND POLICY

The NSEA shall establish an NSEA-R corpus fund.

The purpose of the corpus fund is to establish a permanent fund which will be used to further goals established by the NSEA-R Board. Revenue received through the selling of NSEA-R Life memberships will be set aside in a designated corpus fund account by the NSEA.

Revenue from the corpus fund will not be used to supplant or replace the NSEA/NSEA-R service agreement. Revenue from the corpus fund will be used to enhance the ability of NSEA-R to fund member programs and services.

NSEA-R corpus fund will be managed by the Nevada State Education Association under the direction of the NSEA Board of Directors.

Annual reports of the corpus fund status, investments, and performance will be made to the NSEA Board of Directors and the NSEA-R Board.

Specific expenditures of corpus fund revenues will be made in writing in accordance with the NSEA and NSEA-R policy. (BD 3/11)

K. ADVOCACY FUND

1. PURPOSE

The purpose of the Advocacy fund policy for NSEA is to help ensure sufficient funding is available to support strategic efforts to advance the pro-education interests of the organization. The Advocacy Fund is intended to provide an internal source of funds for internal and external partnerships, Independent Expenditure campaigns (IE's), ballot initiatives, lobbying, and other pro-public education advocacy. It is also intended to provide internal funds to pay for legal assistance that might arise as a result of these activities. The Advocacy Fund is not intended to provide donations to political candidates.

2. DEFINITIONS AND GOALS

Pursuant to its authority, the NSEA Delegate Assembly has established the Advocacy Fund. The Delegate Assembly shall determine the amount to be collected from members and contributed to the Advocacy Fund to support activities aligned with the Association's strategic objectives.

3. BANKING AND REPORTING PROTOCOL

The Advocacy Fund will be recorded in the financial records as a special board-designated reserve fund. The Advocacy Fund will be maintained in a segregated bank account or investment fund in accordance with the financial policies of the organization.

4. FUNDING OF RESERVES

The Advocacy Fund will be replenished and increased with member contributions designated specifically for this use. The Board of Directors may on occasion direct that specially designated contributions be placed in the Advocacy Funds. Examples may include one-time gifts or bequests, special grants, or special appeals.

5. USE OF RESERVES

Use of the Advocacy Funds requires three steps:

a. Identification of appropriate use of reserve funds

Any NSEA member may propose to the NSEA President and Executive Director a particular use of Advocacy funds. In response to a member's proposal or on their own initiative, the President and Executive Director may consider Advocacy fund expenditures. They must confirm that the proposal is consistent with the purpose of these funds as set forth in the Purpose statement of this Policy. Final decisions about the use of these

funds must comply with the guidelines set forth below. Additionally, the NSEA Board of Directors and/or Delegate Assembly may propose the use of Advocacy funds.

b. Decision making authority

The NSEA President and Executive Director are authorized to make Advocacy fund expenditures equal to or less than $25,000.00 that are recommended by a member or are initiated by the Executive Director and/or President between regular Board meetings or Delegate Assembly. Should there be a disagreement between the President and Executive Director about such expenditures, the NSEA Secretary Treasurer shall be consulted in an effort to help reach consensus, without which the expenditure shall require a majority vote of the NSEA Board. Approval of all expenditures greater than $25,000 or equal to or less than $50,000 that are recommended by a member or by the President and Executive Director between regular Board meetings or Delegate Assembly shall require a unanimous vote of the NSEA President, the NSEA Executive Director, and the NSEA Officers. Absent such consensus, these expenditures shall require a majority vote of the NSEA Board of Directors. All expenditures greater than $50,000 shall require a majority vote of the NSEA Board of Directors.

c. Reporting of Use of Advocacy Funds

The NSEA President and Executive Director will submit an Advocacy Fund expenditure report at regularly scheduled NSEA Board of Directors meetings, and at the NSEA Delegate Assembly. The request will include the aforementioned record of the use of funds.

d. Responsibility for Use of Advocacy Funds

The NSEA President, Executive Director, Board of Directors, and Budget Committee are responsible for ensuring that the Advocacy Fund is maintained and used only as described in this Policy. (BD 1/15)

V. ELECTRONIC MEETINGS

A. GENERAL POLICIES

I. The equipment required/utilized for electronic meetings may include, but not be limited to desktop/laptop computers, tablets, smartphones, and landline phones so long as the meeting participants may, at a minimum, participate in the meeting aurally. The construct of the meeting may also include the source(s) of the equipment used (if appropriate) and how contingencies for technical difficulties will be handled. (BD 5/21)

II. All authorized members/participants in an electronic meeting shall be clearly informed of the procedures for participating in a particular meeting. (BD 5/21)

III. “Chatrooms”, e-mails, and faxes are prohibited as a means of dialogue for the conducting of the formal business of the meeting unless expressly allowed and clearly stated in the Meeting Rules. (BD 5/21)

IV. A method shall be determined to verify that a quorum is present to conduct business. Additionally, a procedure shall be established for confirming that a quorum remains present during the meeting, including a procedure by which a member may raise a point of order questioning the quorum. (BD 5/21)
V. Procedures/methods by which members may gain recognition ("the floor") shall be established. (BD 5/21)
VI. A procedure shall be established for the submission of motions in writing, if so required (excluding procedural motions (BD 5/21)
VII. Provisions shall be established to ensure non-members of the organization and/or meeting cannot participate (especially in Executive Session) unless authorized. (BD 5/21)
VIII. Electronic meetings of Ad-Hoc committees shall be authorized in the Standing Rules or by the vote that established that Committee. (BD 05/21)

VI. ELECTRONIC VOTING

A. GENERAL POLICIES

I. A method of counting electronic votes in meetings shall be established including a method of verifying the results of such votes. (BD 5/21)
II. All members shall have access to any electronic ballot being utilized for an authorized organizational ballot **or** access to an established method for securing a paper ballot if they do not have electronic means or do not wish to participate via electronic means. (BD 5/21)
III. All sections of the electronic ballot shall be considered as separate ballots for the purpose of tabulation. (BD 5/21)
IV. Any system/device utilized for electronic elections shall be tested/checked and have contingencies established to mitigate technical difficulties. (This would apply to online and/or in person elections utilizing electronic means for voting.) (BD 5/21)

VII. ADDENDUMS

A. LEGAL SERVICES POLICY

I. INTRODUCTION

The Nevada State Education Association (NSEA) Legal Services Program is a cooperative program with the National Education Association (NEA) to insure that Local Affiliate/NSEA/NEA Members are provided appropriate legal assistance to guarantee due process in employment-related matters. NSEA shall not discriminate against applicants on the basis of race, color, national origin, creed, gender, sexual orientation, age, handicap, marital status, or economic status. (BD 8/91) (BD 3/10)

II. DEFINITIONS

For purposes of these guidelines, the following definitions shall apply:

A. Agent

"Agent" shall mean a Member or employee of NSEA or a Local Affiliate who currently holds one or more of the following positions: NSEA officers, NSEA Board members, NSEA staff, Local Affiliate officers, Local Affiliate staff, membership chairpersons and/or committee members, or persons designated by the Local Affiliate with the approval of NSEA. (BD 3/10)

B. Appeal

"Appeal" shall mean an appeal, a petition for certiorari, or any other procedure by means of which a higher court is asked to review an action taken by a lower court.

C. Applicant

“Applicant” shall mean an individual or Local Affiliate applying for legal assistance through NSEA’s Legal Services Program. (BD 3/10)

D. Days

"Days" shall mean calendar days.

E. Employment-Related Matter

1. Except as otherwise provided in paragraph 2 of this sub-section, "Employment-Related Matter" shall mean any matter involving:

   a. a dispute between a school district or public charter school, and

      (i) one or more of its employees who are Members of NSEA,

      (ii) one or more of its employees who are not Members of NSEA if a Local Affiliate or NSEA is obligated to provide legal assistance pursuant to a duty of fair representation, or

      (iii) one or more Local Affiliates of NSEA or NEA or

   b. a dispute between an employer and one or more of its employees or an employee organization if NSEA and NEA agree that the matter is precedential for their membership.

2. "Employment-Related Matter" shall not mean a matter:

   a. in which the Applicant is being challenged by one or more rank-and-file employees or an employee organization as a result of an action taken by the Applicant as a management representative; or

   b. in which the Applicant has indicated that he/she will not accept employment upon reinstatement; or

   c. which is covered by worker's compensation. (BD 3/10)

F. General Counsel

"General Counsel" is a Participating Attorney designated by NSEA as its general counsel. (BD 3/10)

G. Legal Services

"Legal services" shall mean services rendered in preparation for or in the course of a grievance arbitration, impasse resolution, administrative or court proceeding involving an Employment-Related Matter by a Participating Attorney who is licensed to practice law. In addition to other exclusions, it is expressly understood that "legal service" shall not mean services rendered as a negotiator in the collective bargaining process other than in connection with an impasse resolution proceeding. Legal services must be rendered by a Participating Attorney who is paid by NSEA on an hourly basis or who is employed on the staff of NSEA in an attorney position. (BD 3/10)

H. Local Affiliate

A "Local Affiliate" is an employee organization formed pursuant to NRS 288 that has affiliated with NSEA in a manner consistent with NSEA's bylaws. (BD 3/10)

I. Member

A "Member" shall mean a member of NSEA and NEA when the application form for legal assistance is signed and dated by an Agent of the NSEA.

J. Occurrence

"Occurrence" shall mean an act or series of acts alleged to have been committed by an employee which has led to documentation in writing by an individual vested with the authority to evaluate an employee of a school district or public charter school that results in one or more Employment-Related Matters. (BD 3/10)

K. Participating Attorney

"Participating Attorney" shall mean an attorney who has agreed to participate in NSEA's Legal Services Program and whose name appears on the list of Participating Attorneys submitted to the NEA by NSEA. (BD 3/10)

III. ELIGIBILITY

To qualify for NSEA legal assistance, the Applicant shall have:

A. been a Member at all times of the Occurrence and shall not have terminated membership prior to the request for legal assistance, and does not voluntarily terminate NSEA membership while he/she is receiving such assistance, or (BD 3/10)

B. been a non-Member if NSEA and NEA agree that the applicant's Employment-Related Matter is precedential for their membership; and

C. paid to NSEA the required representation fee for affiliate cases.(BD 11/02)

IV. COVERAGE

A.

1. NSEA may, upon application from the member, provide funding for Participating Attorney's fees up to a total of $10,000 (NSEA/NEA combined) per case for dismissals or legal actions of any sort connected with the practice of the education profession through state administrative proceedings as provided in NRS 391 or the applicable collectively bargained agreement. Additional funding will be provided for hearing costs including arbitrator's fees and the cost of any required transcripts. In determining whether funding shall be granted, consideration may be given to the cooperation of the member with NSEA and the Local Affiliate, the organizational value of the particular case, and the probability of success. NSEA may also consider whether the member timely notified his/her Local Affiliate of events underlying the Employment-Related Matter and cooperated with and afforded the Local Affiliate with an opportunity to resolve the matter during its early stages. Funding shall be granted for investigation of the merits of the case. (BD 8/86, BD 9/96, BD 11/97, BD 11/02, 12/05, BD 3/10)

2. Members will be represented by UniServ staff or other appropriately designated staff during suspension hearings unless legal questions or other circumstances require the use of a Participating Attorney. Applications for legal assistance for suspension hearings must include the reasons for requesting representation by a Participating Attorney. The NSEA Director of Legal Services in consultation with a Participating Attorney will decide if a Participating Attorney will be funded for suspension hearings. (BD 8/86, 12/05, 3/10)

3. If, at any point in the matter, NSEA's Director of Legal Services believes that a case warrants expenditure in excess of $10,000.00, the Director of Legal Services may approve additional funding. (BD 12/05)

B. In all situations involving contract enforcement or impasse resolution proceedings with a school district, NSEA may insure full or partial funding for a Participating Attorney's service for grievance and/or arbitration hearing(s) when a Local Affiliate has established the following: (BD 3/89)

1. The arbitration/grievance is precedent setting for the Local Affiliate and/or on a statewide basis; (BD 3/89)

2. The Local Affiliate's executive board and/or appropriate governance body has given its approval to take the grievance to arbitration, in cases where the funding request is for arbitration; (BD 3/89, BD 11/97)

3. The grievance in question meets the definition of a grievance as defined in the Local Affiliate's contract; (BD 11/97)

4. The Local Affiliate has submitted an application to NSEA for legal assistance, together with the required representation fee, prior to incurring attorney's fees. The required representation fee for the Local Affiliate shall be as follows:

Up to 100 members	$50
101-999 members	$100
1,000 – 4,999 members	$175
5,000+ members	$250

The required representation fee shall be determined on an annual basis by the membership count of the Local Affiliate on the first day of January each year. (BD 3/89, BD 11/02, BD 3/10); and

5. The Local Affiliate has demonstrated a reasonable effort in resolving the matter at the local level. (BD 3/89)

In all such requests for legal assistance, availability of funding will be one of the factors considered. (BD 3/89)

C. In all situations involving Employment-Related Matters other than those mentioned in Section IV, A and B, and Section V (e.g., appeals from administrative agencies to state or federal courts or legal actions initiated in state or federal courts, and hearings before the Employee-Management Relations Board), NSEA may provide legal assistance when an Applicant has: (BD 3/89)

1. Consulted with NSEA prior to initiating any such action; (BD 11/97)

2. Developed in consultation with NSEA, a strategy designed to maximize the success of the action. (BD 11/97)

3. Paid in advance any required representation fee. If NSEA does not accept the case, the representation fee will be refunded. Representation fees will be credited to the NSEA Legal Services Program budget. (BD 11/02)

4. Additionally, NSEA shall consider the following criteria: (BD 11/86, BD 11/02)

   a. Ability of the Applicant to diligently and effectively pursue the matter to its ultimate conclusion;
   b. Likelihood of success on the legal merits of the case;

   c. Organizational value;

   d. Precedential value; and

   e. Availability of funding.

5. NSEA may provide less than full funding. (BD 11/86)

It is not the intent of 1 and 2 above to deny necessary expenses in situations in which time restraints preclude more than minimum forms of consultation. (BD 1/85)

D. The Applicant shall reimburse the NSEA up to the amount expended out of any recovery, whether by judgment, settlement, or insurance payment which exceeds the Applicant's expenses/losses.

V. CRIMINAL COVERAGE

NSEA/NEA shall provide a maximum amount not to exceed $1,000 per Occurrence per Member for Participating Attorney and costs in the event that criminal charges are brought or are pending against said Member(s) when the underlying Occurrence involves a Member's employment duties. Such amount provided by NSEA will be offset by any amount reimbursed to NSEA by NEA's Kate Frank/DuShane Unified Legal Services Program and/or by the Educator's Employment Liability Program. In no instance, however, will such offset reduce the amount provided by NSEA to the Member, and, in no instance, will NSEA's extended amount exceed $1,000 (BD 3/89, BD 11/02, BD 03/10).

VI. EXCLUSIONS

NSEA funding will not be provided for the following:

A. Legal services rendered without the prior approval of the NSEA within the terms of the NSEA Legal Services Policy;

B. Fees in excess of agreed upon rates;

C. Failure to comply with the provisions of IV C, 1 and 2; and (BD 11/86) (BD 11/97)

D. Reimbursement for release time and/or related travel expenses for bargaining unit members to appear in any capacity at administrative or legal proceedings. (BD 11/95)

VII. PROCEDURES FOR OBTAINING LEGAL ASSISTANCE

A. Applicants shall request legal assistance on Employment-Related Matters through their UniServ, building, or grievance representative. (BD 3/91)

B. The UniServ, building or grievance representative shall submit an application form, together with any required representation fee, to the Director of Legal Services. In order to determine the degree of support from the NSEA, the application for assistance shall include a description of the matter and the legal remedy sought. In order for the application to be considered, the Applicant must also submit a signed and dated Authorization to Commence Legal Representation. (BD 3/91, BD 1/01, BD 11/02)

C. In Employment-Related Matters outlined in Section IV, A, and B, and C the Director of Legal Services shall review the application in a timely manner and assign a Participating Attorney to resolve the dispute. (BD 11/02)

D. Participating Attorney billings must be sent to the NSEA office no later than 60 days from the date the service was performed.

E. All Applicants shall provide and will continue to provide all documents requested by NSEA, the Local Affiliate or Participating Attorney in a timely manner. (BD 1/01, BD 3/10))

VIII. TERMINATION OF FUNDING

NSEA may, at any time, terminate funding for an Employment-Related Matter if: (BD 11/97)

A. The Applicant fails to cooperate with the Participating Attorney or other representatives of NSEA or the Local Affiliate; (BD 11/97)

B. The Applicant takes action which interferes with the ability of the Participating Attorney adequately to perform his or her representational functions; or (BD 11/97)

C. The Applicant rejects a settlement or other disposition of the Employment-Related Matter that is deemed reasonable by NSEA. (BD 11/97)

D. The Participating Attorney advises NSEA that the probability of a positive outcome is low. (BD 3/10)

IX. MEMBER/LOCAL AFFILIATE APPEAL PROCEDURES (BD 11/86, BD 1/01, BD 11/02, BD 1/05, BD 3/10)

A. An Applicant and/or a Local Affiliate whose application for legal assistance is rejected or whose funding has been terminated shall be notified in writing of the reasons for this denial or termination of funding. A Member or Local Affiliate shall also be informed of the right to appeal such denial to the NSEA Board of Directors. Non-members do not have the right to appeal a decision to reject a request for assistance or a decision to terminate funding for a case. (BD 11/97, BD 1/01, BD 3/10)

B. A Member or a Local Affiliate whose application for legal assistance is rejected or whose funding is terminated by the NSEA Board of Directors shall be notified of the right to appeal such denial to NEA on the sole ground that NSEA failed to process his/her/its application in accordance with the provisions of its Legal Services Program. Such an appeal to NEA must be initiated within 90 days of NSEA's decision to deny or terminate legal funding. (BD 1/01, BD 3/10, BD 11/13)

C. A Member or a Local Affiliate wishing to appeal the rejection of an application or the termination of legal funding ("Appealing Party") must notify in writing NSEA's Executive Director or his/her designee within 30 days following notification by

NSEA that funding has been denied or withdrawn. If no appeal is received within the time specified, said Member/Local Affiliate shall have waived the right to appeal. (BD 1/01, BD 11/02, BD 1/05, BD 3/10)

D. The NSEA President or his/her designee will contact the Appealing Party and provide the date, time and place that the Appealing Party may appear before the NSEA Board to appeal the denial of an application or the termination of funding. (BD 1/01, BD 3/10)

E. The Appeal Meeting (BD 3/10)

1. The NSEA Executive Director or his/her designee, will present the reasons for denial of or termination of funding to the Board of Directors.

2. The Appealing Party shall have 30 minutes in which to present the appeal to the Board of Directors. No member of the Board of Directors will present the appeal on behalf of the Appealing Party. At the conclusion of the Appealing Party's presentation, the appealing party will be excused. Questions for the Appealing Party will be handled at the discretion of the chair. (BD 1/01)

3. The appeal meeting is an informal meeting held in executive session of the NSEA Board of Directors meeting.
4. The Appealing Party will not call any witnesses

5. Neither the Executive Director nor the Appealing Party will use counsel to represent them in this meeting.

6. Where the Appealing Party is a Member, the staff member of NSEA or the Local Affiliate who worked with the Member on the matter, will be present at the appeal meeting when possible.

F. The Appealing Party will be informed of the Board of Director's decision in writing. (BD 9/85, BD 4/98, BD 1/01)

G. Funding appeals in legal matters that require a decision in order to meet judicial or administrative timelines prior to the next regularly scheduled Board of Directors' meeting shall be heard and acted upon by a subcommittee of the Board. The time, location and date for the subcommittee meeting(s) will be set by the NSEA President and the Board will be so notified. (BD 3/83)

Revised 03/10

B. GLOSSARY

Association NEA adopted term to be used in reference to the NEA, the State and Local Affiliates.

AR Member elected or appointed to represent the Association members, either totally or by a formula, at a particular work site.

BGR	Building Grievance Representative
CPS	Commission on Professional Standards in Education - currently an ad hoc body to State Board of Education which recommends certification requirements. Persons serving on this commission are appointed by the governor.
DFR	The duty of fair representation is the legal duty of a union to equally, and in good faith, represent every employee in a bargaining unit, regardless of whether the employee is a union member or not.
ED	Executive Director
EMRB	Employee Management Relations Board: Statutorily created body that determines employer/employee matters for Nevada's public employees.
ESP	Educational Support Professionals (formerly referred to as classified personnel, i.e. secretaries, bus drivers, aides, etc.)
ESEA	Education Support Employees Association (Clark County)
FMCS	Federal Mediation and Conciliation Service: Federal agency where mediators are selected to assist in settling labor disputes.
GC	General Counsel
GR	Government Relations
HCR	Human and Civil Rights: formerly known as TR, Teacher Rights, now Member Rights.
IPD	Instruction and Professional Development
Kate Frank/ Dushane Fund	National Education Association's legal defense fund for its members.
MAC	Minority Affairs Committee
NALSPE	National Association of Legislative & Political Specialists in Education.
NCSEA	National Council of State Education Associations - It is an organization within NEA comprised of the state affiliate officers and state Executive Directors.
NCUEA	National Council of Urban Education Associations - It is an organization within NEA comprised of large urban local presidents.
NEA	National Education Association

NLRB National Labor Relations Board: This board was created under the National Labor Relations Act. It deals with employer/employee matters in the private sector.

NRE Nevada Rural Educators; (formerly known as UniServ Council of Nevada, RNEA - Rural Nevada Education Association, formerly known as SCAT - Small County Association of Teachers). This is a cluster of our rural local affiliates.

NSEA Nevada State Education Association

NSEA-TIP Nevada State Education Association - Together in Politics (was formerly called PACE, then called Teachers in Politics). Now stands for "Together in Politics." It is NSEA's political action body which raises money, endorses candidates, and contributes to endorsed candidates.

PAC's Political Action Committee for any organization

PTA Parent Teacher Association

Representative Council Elected legislative and policy forming body of the Washoe Education Association.

STAFF Professional and Associate personnel employed by the Nevada State Education Association, NEA, or a local affiliate.

TAC Teacher Advisory Council: This term is in the negotiated agreement in CCEA. It is comprised of teachers at work sites basically to deal with morale problems.

THE FUND The NEA Fund for Children and Public Education—NEA's political action committee.

TIP Formerly known as Teachers in Politics. Now Together in Politics. NSEA and local association political action committee.

UD UniServ Director

UEP United Educators Profession: formerly known as UTP, United Teaching Profession. It is an NEA term that refers to all members no matter what their employment status is (K-12, ESP., ADM., H.E.).

ULP Unfair labor practice

ULSP United Legal Services Program.

NEA/NSEA LOCAL AFFILIATES

CCHSPA	Carson City Health Services Personnel Association. NEA/NSEA local affiliate representing nurses in Carson City; also the bargaining agent for nurses.
CCEA	Churchill County Education Association. NEA/NSEA local affiliate representing teachers in Churchill County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
CESA	Carson Education Support Association. NEA/NEA local affiliate representing support professionals in Carson City; also the bargaining agent for support professionals.
DCPEA	Douglas County Professional Education Association. NEA/NSEA local affiliate representing teachers in Douglas County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
DCSSO	Douglas County Support Staff Organization. NEA/NSEA local affiliate representing educational support professionals in association matters; also the bargaining agent for educational support professionals.
ECCTA	Elko County Classroom Teachers Association. NEA/NSEA local affiliate representing teachers in Elko County.
ECSSO	Elko County Support Staff Organization. NEA/NSEA local affiliate representing educational support professionals in association matters: also the bargaining agent for education support professionals.
ECSSO	Esmeralda County Support Staff Organization. NEA/NSEA local affiliate representing educational support personnel in association matters; also the bargaining agent for educational support personnel.
ECTA	Esmeralda County Teachers Association. NEA/NSEA local affiliate representing teachers in Esmeralda County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
ECTA	Eureka County Teachers Association. NEA/NSEA local affiliate representing teachers in Eureka County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
ESCA	Eureka Schools Classified Association. NEA/NSEA local affiliate representing educational support personnel in association matters; also the bargaining agent for educational support personnel.
ESEA	Education Support Employees Association (formerly called Classified School Employees Association. NEA/NSEA local affiliate representing educational support personnel in association matters; also the bargaining agent for educational support personnel.

HCCTA	Humboldt County Classroom Teachers Association. NEA/NSEA local affiliate representing teachers in Humboldt County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
HCSSO	Humboldt County Support Staff Organization. NEA/NSEA local affiliate representing educational support personnel in association matters; also the bargaining agent for educational support personnel.
LCCTA	Lander County Classroom Teachers Association. NEA/NSEA local affiliate representing teachers in Lander County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
LCASP	Lincoln County Association of Support Professionals. NEA/NSEA local affiliate representing support professionals in Lincoln County. NEA/NSEA local affiliate representing support professionals in association matters; also the bargaining agent for support professionals.
LCEA	Lincoln County Education Association. NEA/NSEA local affiliate representing teachers in Lincoln County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
LCEA	Lyon County Education Association. NEA/NSEA local affiliate representing teachers in Lyon County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
MCCTA	Mineral County Classroom Teachers Association. NEA/NSEA local affiliate representing teachers in Mineral County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
NCCTA	Nye County Classroom Teachers Association. NEA/NSEA local affiliate representing teachers in Nye County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
NCSSO	Nye County Support Staff Organization. NEA/NSEA local affiliate representing educational support personnel in association matters; also the bargaining agent for educational support personnel.
NEA-SN	National Education Association Southern Nevada**.** NEA/NSEA local affiliate representing certified educators in Clark County.
NSEA-R	Nevada Stated Education Association-Retired. NSEA program representing retired teachers.

OCEA	Ormsby County Education Association. NEA/NSEA local affiliate representing teachers in Ormsby County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
PCCTA	Pershing County Classroom Teachers Association. NEA/NSEA local affiliate representing teachers in Pershing County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
PCSSO	Pershing County Support Staff Organization. NEA/NSEA local affiliate representing educational support personnel in association matters; also the bargaining agent for educational support personnel.
SCEA	Storey County Education Association. NEA/NSEA local affiliate representing teachers in Storey County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12.
STUDENT-NSEA	NSEA program representing students.
WEA	Washoe Education Association. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12 teachers.
WEA-R	Washoe Education Association-Retired. NEA/NSEA local affiliate representing retired teachers in Washoe County.
WESP	Washoe Education Support Professionals. NEA/NSEA local affiliate representing educational support personnel in association matters; also the bargaining agent for educational support personnel.
WPACT	White Pine Association of Classroom Teachers. NEA/NSEA local affiliate representing teachers in White Pine County. NEA/NSEA local affiliate representing teachers in association matters; also the bargaining agent for K-12 teachers.
WPCSSO	White Pine County Support Staff Organization. NEA/NSEA local affiliate representing education support personnel in association matters; also the bargaining agent for education support personnel.