

PARTNERSHIP FOR CARING

From time to time, circumstances confront our members with unanticipated needs affecting their financial security and well-being: a medical crisis not covered by insurance, a fire that destroys possessions, a death that brings financial hardship. Hence, the MEA Board of Directors seeks a method to assist its local affiliates in meeting the need. The result is this "Partnership for Caring."

The Partnership for Caring Fund will open when the account reaches \$200,000. When the account drops to below \$100,000, awards will be discontinued. Once the Partnership for Caring Fund account rebuilds to \$200,000, the account will re-open at the beginning of the next fiscal year.

Under the Partnership for Caring, the MEA will assist local affiliates to meet exigent expenses of an unpredictable nature incurred by members or their immediate families. Specifically, the MEA will match, dollar-for-dollar, up to \$1,500 in contributions raised by a local affiliate or combination of affiliates to meet such expenses. Fundraisers may be held on several occasions and matching funds may be requested more than once for the same member as long as the total amount does not exceed the \$1,500 limit.

The "Partnership for Caring" shall be an account on the MEA books. The Executive Director of the MEA shall cause payments made under the Partnership for Caring to be debited against the Partnership Account.

To request a matching contribution under the Partnership for Caring, the president of the local affiliate shall:

1. submit a written request to the President of MEA explaining the circumstances of the member in need – one small paragraph;
2. indicate that the local affiliate has raised contributions/collected funds for which it seeks a matching contribution;
3. indicate that the funds are to be used for the member or his or her immediate family, to meet exigent expenses of an unpredictable nature;
4. submit a copy of the check(s), money order(s), or a document that indicates the amount of the donation that was given to the member in need; and
5. mail the request to President, Maine Education Association, 35 Community Drive, Augusta, ME 04330.

The MEA Officers shall have the sole decision whether the evidence meets these standards, provided, however, if the MEA Officers deny the request, appeal can be made to the full Board of Directors.

The MEA Board of Directors recognizes the standard of "an exigent expense of an unpredictable nature" as an inherently indeterminate one. It intentionally selects an indeterminate standard because the needs it would alleviate are not subject to precise definition. It specifically leaves to the MEA Officers' discretion the decision whether an expense satisfies the standard.

A number of reasons have prompted the MEA to adopt this Partnership for Caring. Chief among them are (1) a desire to empower its local affiliates and to encourage collective action among its members

and (2) to provide, through those locals, a measure of relief to those members who are in need. Conversely, in adopting the partnership, it is not the intent of the MEA to create disputes, raise unrealistic expectations or create legally enforceable "rights." To prevent such disputes, the MEA sets forth the following provisions which shall govern the operation of the Partnership for Caring.

1. The Partnership Account is not a trust and neither the existence of that account nor of the Partnership for Caring shall impose any fiduciary responsibilities on those who deal with the account or make or implement decisions under the Partnership for Caring.
2. Only local affiliates may request matching contributions under the Partnership for Caring.
3. Funds are to be used only to meet needs of members and their immediate families (this does not include donations to scholarship or trust funds). Among any other factors they might consider in deciding whether to make efforts to raise funds for a member or to request matching funds under the Partnership for Caring, local affiliates are free to consider the duration of an individual's membership, the efforts the member has made on behalf of the MEA or its affiliates and whether or not the individual has become a member in order to obtain a benefit under the Partnership for Caring.
4. If the recipient of the Partnership for Caring Fund is ineligible for active/retired membership, he/she may be eligible for funds if he/she maintains Reserve membership.
5. No right to any payment shall exist until and unless the MEA Officers shall have approved the request of the local affiliate. In weighing a request, the MEA Officers may consider to the extent they deem appropriate decisions as to prior requests, but those decisions shall not control a decision on a pending request.
6. Funds in excess of \$100,000 minimum may be used to augment the Contingency/Crisis Accounts at the discretion of the MEA Board of Directors. Any requests made after discontinuing payments will not be funded. After reopening, the Association will accept new requests.

The MEA hopes the Partnership for Caring meets the dual purposes of invigorating local affiliates as it empowers them to meet certain exigent needs of its members. It recognizes, however, that only the Partnership's operation will establish if it is capable of achieving these purposes or whether it represents an effort the MEA wishes to continue. Thus, the MEA reserves the right to terminate the partnership through a majority vote of its Board of Directors. Upon termination, the MEA will no longer maintain a "Partnership Account" on its books.

Adopted 8/92

Revised 12/06