

DRAFT

**AFFILIATION AGREEMENT BETWEEN TEXAS AFT and the
TEXAS CONFERENCE OF THE AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS (AAUP)**

This Affiliation Agreement is entered into between the Texas American Federation of Teachers (“Texas AFT”) and the Texas Conference of the AAUP (“Texas AAUP”) (collectively “Parties”) and will be effective upon adoption by both parties pursuant to their respective governing documents.

WHEREAS, Texas AAUP is a state-wide body made up of AFT/AAUP non-collective bargaining advocacy members on higher education campuses located in Texas; and

WHEREAS, pursuant to the terms of the Affiliation Agreement between the American Federation of Teachers, AFL-CIO and the American Association of University Professors dated July 15, 2023 (“AFT/AAUP Affiliation Agreement”), Advocacy Member locals must be affiliated with their respective AFT State Federation; and

WHEREAS, the Texas AAUP and the Texas AFT share a commitment to promoting and protecting the interests and concerns of faculty and other academic workers and the higher education community; and

WHEREAS, the Parties agree that an affiliation between the Texas AAUP and the Texas AFT is the best avenue for promoting their common objectives;

WHEREFORE, the Parties agree as follows:

SECTION A - GENERAL TERMS

1. On the effective date of this Agreement, the Texas AAUP will become affiliated with the Texas AFT pursuant to the Texas AFT constitution.
2. For the purposes of participation in AFT governance, the Texas AAUP shall remain in the national AAUP Advocacy Local as described in Section G(7)(a) the AFT-AAUP Affiliation Agreement.
3. Upon ratification of this agreement, the Texas AAUP shall be known as Texas AAUP-AFT. All governing documents and branding will be changed within thirty (30) days.
4. On the effective date of this Agreement, all Texas AAUP members will also become members of the Texas AFT and enjoy all rights, privileges, and benefits of Texas AFT membership. All Texas AAUP members will have full participatory rights within the Texas AFT on the same basis as all other Texas AFT affiliates. Each individual member of the Texas AAUP shall have full rights of membership in the Texas AFT, including but not limited to the right to hold office and the right to participate on committees and attend meetings in accordance with the Texas AFT Constitution.
5. The Texas AAUP as a Local of the Texas AFT shall continue to be governed by its articles of incorporation and bylaws to the extent it is not in conflict with the respective AFT and Texas AFT bylaws and constitution.
6. The Texas AAUP shall have the right to dissolve the affiliation—in the same manner and through the same process used to establish the affiliation—at any time during the first 48 months following ratification by the Texas AAUP and the Texas AFT, provided that, notice of intent to dissolve the affiliation is transmitted in writing to the Texas AFT president at least sixty (60) days prior to the effective date of the proposed dissolution.

The Texas AAUP shall give the Texas AFT thirty (30) days' notice of any membership or Texas AAUP Executive Committee meeting considering dissolving the affiliation. The AFT shall have the opportunity to speak at any such meeting. During the 30-day notice period, the Texas AAUP and the Texas AFT pledge to make every effort in good faith to work to resolve any potential differences between them. After this 48-month period, the Texas AAUP shall maintain its status as an affiliate of the Texas AFT continuously thereafter.

SECTION B - AUTONOMY OF THE TEXAS AAUP STATE CONFERENCE

1. The Texas AAUP shall retain their separate identity consistent with their articles of incorporation, bylaws, and policies. They shall have full autonomy in the conduct of their affairs. The autonomy of the Texas AAUP shall include but is not limited to, the right to establish their own dues structure, to select their own staff, to conduct or refrain from engaging in work actions, to make their own decisions regarding negotiations, to join coalitions for bargaining purposes, and to retain providers of professional services (including accountants and attorneys). Texas AFT further recognizes Texas AAUP's continued autonomy regarding political endorsements, ballot measures, statements on issues of importance to the profession, and initiatives of the Texas AAUP.
2. The Texas AFT agrees that the Texas AAUP will be the sole judge of the qualifications of officers, staff, and members of the Texas AAUP.
3. The Texas AAUP's status as an autonomous local within the Texas AFT will be preserved and promoted by the Texas AFT.

4. The Texas AFT recognizes that except as otherwise provided in this Agreement, the Texas AAUP will continue to be governed by their respective articles of incorporation and bylaws.
5. The Texas AAUP will include language reflecting the fact that the Texas AAUP is affiliated with the Texas AFT in collective bargaining agreements negotiated after the execution of this Agreement.
6. All elected leaders and employees of the Texas AAUP will continue to serve in their positions in accordance with the Texas AAUP's articles of incorporation, bylaws and related governing documents, policies and procedures.
7. All assets, real and personal, tangible and intangible, wherever situated, that are currently the property of the Texas AAUP will remain its property in perpetuity, copyrights, trademarks, and other intellectual property. At all times, the funds and property of the Texas AAUP shall remain under the direction and control of its properly constituted officers in accordance with its governing documents, procedures, and applicable laws. In the event of a dissolution of this affiliation, Texas AAUP shall retain all its assets and other property.

SECTION C – RIGHTS, RESPONSIBILITIES, SERVICES AND BENEFITS OF AFFILIATION

1. The Texas AAUP and its members will be eligible to participate in programs, meetings, and conferences of the Texas AFT as appropriate.
2. The Texas AFT will provide the Texas AAUP and its members such services, resources, benefits, and assistance as are provided to all affiliates and members of the Texas AFT.

- a. When appropriate and at the discretion of the AFT Texas president, Texas AAUP members will have access to state federation staff for representation services.
 - b. In compliance with applicable AFT and Texas AFT policy, Texas AAUP members will have access to the AFT Legal Defense Fund.
3. The Texas AAUP and its members will be eligible to participate in the Texas AFT programs for union leadership development on the same basis as all Texas AFT affiliates and members.
4. The Texas AFT shall protect confidential Texas AAUP organizational information shared with it, including membership lists and information, consistent with Texas AAUP and Texas AFT confidentiality policies.

SECTION D - ORGANIZING

The Texas AFT and the Texas AAUP State Conference recognize that each organization brings a specific expertise to organizing campaigns and our respective locals and members are enriched through these collaborative efforts.

1. Internal Organizing - Organized unions are strong unions. Texas AAUP~~AFT State Conference~~ and Texas AFT agree to develop a robust internal organizing program for the Texas AAUP. The Texas AFT will provide resources for this internal organizing campaign, including but not limited to staffing resources, strategic planning, and communication strategy and implementation to support Texas AAUP's internal organizing efforts.
2. External Organizing - The Texas AAUP and Texas AFT may jointly identify potential faculty bargaining units at higher ed institutions in Texas that are most

likely to be successfully organized. The decision to launch an organizing drive will be jointly agreed upon by Texas AFT and Texas AAUP.

SECTION E—COMMITMENT TO STRENGTHENING TEXAS AAUP

The Texas AAUP and the Texas AFT agree to the following to best serve our members and the common good. Services and programs include, but are not limited to:

1. Legislative Program: Texas AAUP and Texas AFT commit to developing strong higher education policy positions and public advocacy activities at the federal and state levels. This will include a significant commitment on the part of both organizations of such resources as lobbyists, political analysts, policy development experts, planning and financial support.
2. Research and Strategic Initiative Resources: The Texas AFT agrees to provide to the Texas AAUP research and strategic initiative resources to the Texas AAUP on the same basis as other Texas AFT affiliates. These resources include collective bargaining research, data collection and analyses, healthcare financial analyses, state budget and financial analyses, knowledge management, strategic intelligence, and corporate campaigns.
3. Member Education Programs: Texas AAUP and Texas AFT commit to cooperating on educational programs to support the work of the Texas AAUP members. These include webinars, on-campus trainings, AFT's Union Leadership Institute, and other joint training to be held nationally.

SECTION F - PER CAPITA

1. Texas AAUP members will pay Texas AAUP dues to the Texas AAUP consistent with the Texas AAUP articles of incorporation, bylaws, and internal policies. The Texas AAUP will pay the Texas AFT the per capita consistent with the Texas AFT constitution on all its members that it receives dues.
2. The AAUP will provide the following financial assistance to the Texas AAUP according to the following schedule:
 - a. For the first year following ratification of this Agreement, the AAUP will provide financial assistance in an amount equal to 75% per month of the full dues equivalent of the Texas AFT per capita payment.
 - b. For the second year following ratification of this Agreement, the AAUP will provide financial assistance in an amount equal to 100% per month of the full dues equivalent of the Texas AFT per capita payment.
 - c. After the second year of this agreement, AAUP and Texas AAUP will evaluate their dues rebate agreement.
3. Two years after ratification of this Agreement, and continuously thereafter, the Texas AAUP shall continue to pay the full Texas AFT per capita.
4. Payment of dues on the above schedule constitutes the full payment of Texas AFT per capita pursuant to Article I, Section 1(a) of the Texas AFT Bylaws.

Section G – MISCELLANEOUS

1. The Texas AAUP represents that it has disclosed all financial records of the organization to the Texas AFT, including all assets and liabilities known at the time of execution of this Agreement.

2. It is further understood and acknowledged that the terms of this Agreement are contractual and not a mere recital and that there are no agreements, understandings, or representations made by the Parties, except as expressly stated.
3. The Parties stipulate that the person executing this Agreement for the organization is properly and fully authorized to execute the Agreement on its behalf, subject to appropriate ratification or approval consistent with the Parties' respective governing documents.
4. This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute one instrument.
5. The provisions of this Agreement are severable and if any part of it is found to be unenforceable by a court, the other paragraphs or portions thereof shall remain fully valid and enforceable.
7. This document sets forth the entire agreement between the Parties and shall not be modified orally. No provision of this Agreement may be modified or amended in any respect except by mutual written agreement of the Texas AAUP and the Texas AFT.
6. In the spirit of unity, the parties agree to make every effort to resolve disputes arising out of the interpretation or application of the terms and conditions of this Agreement through good faith discussion between the Parties. In the event disputes regarding the interpretation or application of this Affiliation Agreement remain unresolved by such good faith discussions, such disputes may be referred to final and binding arbitration with an arbitrator mutually agreed to by the parties or to be selected from a list of arbitrators to be supplied by the Federal Mediation and Conciliation Service. All of the arbitrators shall be familiar with internal disputes involving unions. The arbitrator shall not have the authority to

impinge on the authority of the AFT Executive Council, provided said authority does not contravene the terms of this Agreement.