

## **EUGENE EDUCATION ASSOCIATION POLICY HANDBOOK 2011 – 2012**

### **ARTICLE I                    OFFICERS**

#### **A            President**

- 1) The EEA president is the official spokesperson for the Association but may delegate others to speak on behalf of the EEA.
- 2) The EEA president shall approve and distribute publications to the members.
- 3) The EEA president or designee shall be the official delegate to NCUEA.
- 4) The EEA president shall be released from full responsibilities with his/her respective school district and be considered a full time employee of the Eugene Education Association.
- 5) The EEA president shall receive a stipend to work twenty days between regular teacher contract days during the summer. The amount of the stipend shall be twelve percent of the president's salary for the upcoming year.
- 6) The EEA president shall provide a time line and calendar for the year for all Representative Council and Executive Board members by September.
- 7) The EEA president shall set goals for increased visibility through building visitations.
- 8) The EEA president shall develop a process to poll Executive Board members in between meetings.
- 9) The EEA president shall attend all Executive Board and Representative Council meetings.
- 10) The EEA president shall have ex officio invitations to all EEA meetings that involve EEA issues.

#### **B.            Co-Presidents**

- 1) The EEA co-presidents are the official spokespersons for the Association but may delegate others to speak on behalf of the EEA.
- 2) The EEA co-presidents shall approve and distribute publications to the members.
- 3) The EEA co-presidents or designee shall be the official delegates to NCUEA.
- 4) The EEA co-presidents shall be released from a total of 1.0 FTE responsibilities with their respective school districts and are considered employees of the Eugene Education Association.
- 5) The EEA co-presidents shall each receive a stipend of 12% of their total salary for extended contract to work twenty days between regular teacher contract days during the summer.
- 6) The EEA co-presidents shall provide a time line and calendar for the year for all Representative Council and Executive Board members by September.
- 7) The EEA co-presidents shall set goals for increased visibility through building visitations.
- 8) The EEA co-presidents shall develop a process to poll Executive Board members in between meetings.
- 9) The EEA co-presidents will attend all Executive Board and Representative Council meetings.
- 10) In September the co-presidents will inform the Executive Board of the distribution of specific responsibilities.
- 11) If co-presidents cannot come to consensus on an issue, the vice presidents shall make the decision. If the vice presidents cannot come to consensus on the issue, then the issue comes to the Executive Board for consensus.
- 12) The EEA co-president shall have ex officio invitations to all EEA meetings that involve EEA issues.

#### **C.            Treasurer**

- 1) The EEA treasurer shall be responsible for an annual audit of the general fund and all special funds.
- 2) The EEA treasurer shall receive a stipend of \$1500.00 annually. If the Executive Board deems it appropriate, an additional stipend or released time may be granted to the treasurer.

### **ARTICLE II                    STANDING COMMITTEES**

#### **A.            Membership**

Standing Committees should include members from Eugene, Bethel and EAST. Efforts will be made by the committee chairs and/or the president/co-presidents to involve committee members representing various grade levels as well as a variety of school/work sites in the districts.

#### **B.            Duties**

- 1) All committees will develop a plan to involve and train new members.
- 2) All committees will present at least one report annually to the Representative Council and the Executive Board.

**ARTICLE III REPRESENTATIVE COUNCIL**

**A. Meetings**

A calendar of regular monthly meetings shall be presented at the first meeting of the school year. Representative Council members shall be notified of rescheduled meetings at least one week in advance.

**B. Definitions**

For purposes of representation, the following definitions are used:

AREAS: each of the five high school and the elementary and middle schools, which feed into each.

ELEMENTARY: schools serving students through grade five.

SECONDARY: schools serving students above grade five. Opportunity Center members shall be considered a part of the South Secondary area. Members working out of the Eugene School District Office shall be considered a part of the North Secondary area.

ITINERANT TEACHERS: members who work at more than one site. Those members will declare a home site for purposes of Association business no later than September 30 of each year. The Association may assign a site to any member who does not inform the EEA by September 30.

**ARTICLE IV DUES**

**A. Active Member Formula**

Annual dues shall be calculated using a mathematically weighted formula that reflects the negotiated salary increases in Eugene 4J and Bethel 52 districts.

**ARTICLE V FAIR SHARE MEMBERS**

Fair Share members shall not have the right to vote in EEA elections. They may not hold office and they do not receive NEA Liability Insurance. Fair Share members may participate in contract ratification balloting.

**ARTICLE VI MEMBER BENEFITS**

**A. Financial Planning**

No financial planning programs will be recommended by the EEA or its officers unless such programs are endorsed by NEA or OEA.

**B. EEA Sick Leave Bank (SLB)**

The EEA Sick Leave Bank shall be available to all District 4J licensed employees who enroll to participate. The EEA president/co-presidents shall appoint a chair with approval by the Executive Board. Procedures shall be developed and maintained by the committee.

**C. EEA Personal Leave Relief Fund (PLRF)**

The EEA Personal Relief Fund shall be available to all District 4J licensed employees who enroll to participate. The EEA president/co-presidents shall appoint a chair with approval by the Executive Board. Procedures shall be developed and maintained by the committee.

**ARTICLE VII PROFESSIONAL STANDARDS AND PRACTICES**

**A. Supervision for Pre-Service Teachers**

EEA will work with the employer(s) to negotiate a contract for supervision of student teachers who are in approved teacher preparation programs.

**B. Approved Teacher Preparation Program Consortia**

The EEA president/co-presidents will appoint the necessary teacher representatives from 4J and Bethel to be members of the consortia for the School of Education at the University of Oregon, the Education Department at Northwest Christian University, and Pacific University.

C. Credit Bank Vouchers

Members receiving hours from either the EEA 4J or EEA Bethel credit bank are required to either attend or participate in one of the following: a Representative Council Meeting, an Executive Board meeting or an EEA Standing Committee meeting. This requirement must be completed within one year of the awarding of credit vouchers. Failure to complete the requirement within one calendar year of the issuance of the vouchers will make the member ineligible for one calendar year for future credit bank vouchers.

**ARTICLE VIII CONTRACT NEGOTIATIONS**

A. Ratification of Contract

All language changes, deletions, and additions to the negotiated master agreement between the school district and the bargaining unit shall be given to all members of that unit for ratification upon recommendation of the EEA Executive Board. Ratification requires a majority of those present and voting. An electronic copy of the collective bargaining agreement will be posted on <http://www.eugea.org> as soon as possible.

B. Approval of Contract Changes

Any changes in contract language required approval by a two-thirds majority of Representative Council members of the bargaining unit affected.

**ARTICLE IX GRIEVANCE REVIEW PROCESS**

A. Fair Representation

The EEA shall provide fair representation to all members of the bargaining unit, regardless of age, gender, race, religion, membership status, or any other legal classification.

B. Processing of Grievances

1) The EEA Grievance Committee shall be empowered to act on bargaining unit member requests to file grievances as well as requests to carry grievances to arbitration. In reaching its decisions, the Grievance Committee shall consider the following criteria:

- a. The relative merits of the case, including but not limited to the contract language at issue, the facts at issue, evidence that may support or disprove the claim, injury to the individual, injury to other bargaining unit members, and the potential remedy.
- b. If arbitration is under consideration: the potential adverse precedent, the impact the decision may have on all the other members of the bargaining unit, and the financial cost in light of the ultimate benefit.

2) If a decision is reached to carry a grievance to arbitration, it shall be referred to the Executive Board for final approval.

3) If a decision is reached to either deny the filing of a grievance or to carry a grievance to arbitration, the EEA Consultant shall reduce the analysis to writing on behalf of the Grievance Committee. A copy of this analysis and decision shall be provided to the impacted bargaining unit member(s).

C. Appeal Rights

1) Any decision of the Grievance Committee may be appealed. The impacted bargaining unit member(s) shall be invited to meet with the committee to present any evidence and arguments they may have.

2) If section C.1. is followed, the Grievance Committee shall meet again and consider all the new evidence and arguments presented by the impacted bargaining unit member(s), analyze again on the basis of the criteria in B.1., and come to its final conclusion on whether or not the matter should be pursued.

3) As per B.3., the Grievance Committee shall again communicate in writing with the impacted bargaining unit member(s), setting forth the reasons for its decision.

4) Any decision made by the Grievance Committee to not carry a grievance to arbitration may be appealed to the Executive Board. The grievant shall do so in writing within ten work days of being notified by the Grievance Committee. The letter shall state the reasons why the Executive Board should overturn the decision. Upon receipt of the appeal request, the EEA president/co-presidents shall request an extension of the grievance time lines or call an emergency meeting of the Executive Board, whichever is appropriate.

a. The grievant(s) may request to meet with the Executive Board to present arguments in support of carrying the grievance to arbitration.

b. The Executive Board will review the matter in closed session and come to a final decision, which shall be communicated in writing to the grievant(s).

**ARTICLE X                    EEA/PAC POLITICAL ACTION**

A. The EEA-PAC is a quasi-independent organization that operates at the direction of the EEA Executive Board and EEA Representative Council. Federal and State statutes govern political action committee procedures.

B. EEA-PAC operates under its own Constitution and Bylaws, which were adopted by EEA-PAC and approved by the Representative Council in May 1998.

**ARTICLE XI                    CANDIDATE INTERVIEW COMMITTEE**

A.        Composition

The Candidate Interview Committee shall be composed of EEA-PAC members and shall be named no later than January 1 of each election year. The composition is:

- 1) the president/co-presidents of EEA or designee;
- 2) one member of the EEA Executive Board;
- 3) EEA’s OEA-PIE Director;
- 4) EEA’s representative to OEA Legislative Action Committee (LAC);
- 5) one EEA-PAC Board Member; and
- 6) five members and two alternates elected by the EEA Representative Council.

B.        Method of Election of At-Large Members

Nominations and election for the five positions will be made every other fall, by the December Representative Council meeting. An election will be held at the December Representative Council meeting. The five who receive the most votes will be named as the committee members. The next two highest votes will be named alternates. Elected committee members will serve a two-year term.

C.        Duties

- 1) The Candidate Interview Committee shall be chaired by EEA’s OEA-PIE Director.
- 2) The Candidate Interview Committee shall decide which candidates to consider, develop interview questions and a time line for the interviews and reporting to the EEA Representative Council.
- 3) EEA’s OEA-PIE Director and EEA’s OEA-LAC will share the responsibilities of the candidate interview process.
- 4) The Candidate Interview Committee shall serve as the official delegation to the PIE Convention. Each delegate present shall be allotted an equal fraction of the total votes for EEA.
- 5) Alternates shall attend all interviews and may attend the PIE Convention as non-voting members.
- 6) Candidate Interview Committee members may vote to recommend a candidate only when they have been present for interviews for all of the candidates for a specific position.

D.        Quorum

Two-thirds of the Candidate Interview Committee shall be present to constitute a quorum.

E.        Approval of Recommendations

The Candidate Interview Committee shall report recommendations for candidates to the EEA Representative Council. In the event that the Representative Council does not have a quorum at a meeting which was called to act on candidate recommendations, the decisions of the Candidate Interview Committee will be presented to the Executive Board which will take action on the Candidate Interview Committee report.

**ARTICLE XII                    BUDGET PROCESS**

A.        Process

- 1) Each spring the Executive Board and Representative Council shall approve an annual program plan and budget.
- 2) All EEA standing committee chairs shall submit their proposed program plans and budgets to the Program/Budget Committee for the ensuing year when requested.
- 3) The Program/Budget Committee will review all requests and recommend action to the Executive Board by the first Board meeting in April.
- 4) The Executive Board will prepare a program plan and budget based on the committee chairs’ requests. They will present a program plan and budget to the Representative Council at the April Representative Council meeting.

5) Representative Council shall take formal action on the adoption of the program plan and budget at its May or June meeting.

B. Appropriations

- 1) Funds will be appropriated for membership in NCUEA in the annual budget.
- 2) Funds will be appropriated for six scholarships, one for each area high school including the 4J Opportunity Center and a minority scholarship. Total scholarship distributions will not exceed the budgeted amount. The scholarships are awarded to a graduate who will pursue a career in education.

**ARTICLE XIII FUNDING GUIDELINES**

A. Member Reimbursement

Members will be reimbursed for approved expenses incurred while representing EEA, for expenses that support EEA members or EEA sponsored activities.

B. Contributions to Outside Agencies or Organizations

- 1) Contributions to outside agencies or organizations may be made provided they are in accord with the primary mission of EEA/OEA/NEA.
- 2) Contributions may be made to outside agencies or organizations provided that:
  - a. there is convincing evidence of the benefits to EEA members;
  - b. it is evident that the contribution will not detract from the EEA Program objectives;
  - c. there is a statement of the source for funding; and
  - d. there is a written statement provided by the outside agency or organization outlining the purpose of the agency or organization and how it is funded.
- 3) All requests for outside funding will be treated as follows:
  - a. the initial request will be referred to the president/co-presidents, or any EEA member can take the request directly to the Representative Council;
  - b. the president/co-president will refer the item to Executive Board;
  - c. the Executive Board will determine by a majority vote whether to refer the funding request to Representative Council;
  - d. if referred to Representative Council, the Representative Council will make the final decision whether to award funding; and
  - e. all actions of the Representative Council will be considered final.

C. Vouchers

- 1) All vouchers are to be submitted in a timely manner. The president/co-presidents and treasurer will approve all vouchers consistent with budgeted line items.
- 2) Members are required to turn in receipts and voucher checks within 60 days of the expense or the receiving of the voucher check.
- 3) If either the president/co-presidents or treasurer fail to approve a voucher, a meeting with the member who requested the funds will take place. The purpose of this meeting is to resolve the issue.
- 4) If a meeting does not resolve the issue, the member may appeal directly to the Representative Council for approval of a full or partial expense reimbursement.

D. Provisionally Amended Budgets

Money that is approved by the Representative Council to cover necessary or emergency expenses is not to be considered the status quo when determining the following year's budget.

E. Technology Purchases

- 1) Members assigned EEA purchased computers, printers or other electronics may purchase said used/obsolete items at fair market value under the following conditions:
  - a. fair market value will be determined by at least two of the following officers: the treasurer, president/co-presidents, and/or the Bethel and Eugene vice presidents;
  - b. An EEA member who is purchasing used/obsolete technology may provide information to help determine fair market value, but the member will not be part of the decision to set the final price; and
  - c. the purchase will be reported to the Executive Board within three months of the purchase and become part of the minutes of that meeting.

**ARTICLE XIV MEMBERSHIP IN OTHER ORGANIZATIONS**

- 1) EEA may become a member of community organizations provided that the organizations are in accord with the primary mission of EEA/OEA/NEA.
- 2) Any person requesting EEA membership in a community organization should provide to the Representative Council the purpose of the organization, how EEA members will benefit from membership and outline the duties of the representative to the community organization.
- 3) The Representative Council will vote on the approval for EEA to join a community organization.
- 4) The EEA president/co-presidents will appoint an EEA representative to the community organization that the EEA joins.

**ARTICLE XV COMMUNICATIONS**

**A. Authorization of surveys**

The EEA Executive Board shall authorize the use and distribution of all surveys and questionnaires by an individual, committee or group within or on behalf of the EEA before the documents are sent to members.

**B. Official spokesperson**

The EEA president/co-president is/are the official spokesperson(s) for the Association. Any individual other than the president/co-presidents who writes a letter on EEA letterhead or on behalf of the Association or a committee of the Association must have prior approval of the Executive Board. The purpose of the letter must constitute an official Association policy. If necessary, the president/co-presidents may poll Executive Board members on issues between meetings.

**ARTICLE XVI JOINT DISTRICT-ASSOCIATION COMMITTEES**

**A. Joint Committees**

The joint District-Association committees are the Joint Benefits Committee, Workload Equity Committee, District-Association Site-Based Steering Committee, Professional Development Committee, Work Environment Committee and the Bethel-RIT Committee. Other committees may be appointed or discontinued as directed through agreement between the district and the Association.

**B. Membership**

The joint District-Association committees shall have a balanced membership of elementary, middle and high school representation.

**C. Terms**

- 1) Joint Benefits Committee terms shall be determined by the committee.
- 2) Workload Equity Committee is organized annually as needed and may include members from earlier committees.
- 3) The District-Association Site-Based Steering Committee members shall serve three-year staggered terms.
- 4) The Professional Development Committee shall be organized annually as needed.
- 5) The Work Environment Committee shall be organized annually as needed.
- 6) The Bethel-RIT Committee shall be organized annually.

**ARTICLE XVII BOARD OF REVIEW**

**A. Purpose**

When a member files a charge against another member, an Association governing body, or an officer, the EEA president/co-presidents will appoint a Board of Review with the approval of a majority of the Representative Council. The Board meets only when called by the President/co-presidents.

**B. Procedures**

The Executive Board and the Board of Review will develop procedures and time lines that ensure that there is a fair hearing and timely decision based on the complaint that is filed.

**C. Appeals Process**

The Executive Board and the Board of Review will develop procedures for filing an appeal upon hearing the decision of the Board of Review.

## **ARTICLE XVIII USE OF EEA NAME**

### **A. Preamble**

The intent of these procedures is to have a mechanism that details, for all committees, specific guidelines on the use of EEA's official name on all communications but most specifically external positional communications. Internal communications are not subject to the approval procedures, but as a courtesy, will be copied to EEA. Of course, all members are free to represent their own opinions as long as it is made clear that it is a personal position and not necessarily EEA's official stance.

### **B. Delegation of Authority**

It is assumed that all committee chairs are following the bylaws and procedures of EEA. Therefore, authority to conduct and communicate committee work is delegated to all committee chairs.

### **C. Non-Positional Communication Procedures**

A courtesy copy of all documents sent by committees to the general membership and/or the community will be forwarded to EEA. (Most committees already do this.)

### **D. Positional Communications**

#### **1) Approval Procedures**

- a. All committee chairs will provide the EEA president/co-presidents with a copy of any external communication that uses EEA's name in a positional manner, at least three (3) business days prior to anticipated distribution. An external communication is defined as any publication, letter, e-mail, or speech that may be distributed to individuals or groups, other than EEA members.
- b. Within three (3) business days of receipt of an external positional communication, the EEA president/co-presidents will communicate with the appropriate committee chair via phone or e-mail.
- c. If the communication is not approved for release, at a mutually agreeable time, the committee chair and president/co-presidents will meet or converse to discuss the problem.
- d. In the event the president/co-presidents and committee chair are unable to reach an agreement, the communication will not be distributed.
- e. In the event this policy is violated and EEA's name is used without proper consent, the Executive Board may direct the president/co-presidents to write a letter to the offending party explaining their violation of EEA's policy, the occurrence will be evaluated by the Executive Board, and with a two-thirds vote of the Executive Board the offending party may be removed from a standing committee, Representative Council, or Executive Board.

#### **2) Appeal Procedures**

- a. Within two (2) business days of failing to reach resolution, the president/co-presidents will e-mail all Executive Board members concerning the dilemma and will poll the board. The committee chair will be provided with an e-mail distribution list to allow them to communicate directly with all Executive Board members. The Executive Board will not edit the material under consideration.
- b. Poll results will be gathered for three (3) business days following initial receipt of the request for polling.
- c. The Executive Board's decision will be binding, unless the committee chair chooses to appeal at the next scheduled Representative Council.
- d. Under all circumstances, the decision of the Representative Council is final.

#### **3) Evaluation**

In the spring of each year, the vice-presidents will survey the chairs and president/co-presidents on the above process. Recommendations on continuing or modifying these procedures will be made by the vice presidents at a subsequent Executive Board.

## **ARTICLE XIX CONFLICT OF INTEREST**

The purpose of the following policy and procedures is to prevent the personal interest of Association members, board members, and volunteers from interfering with the performance of their duties to the Eugene Education Association or result in personal financial, professional, or political gain on the part of such persons at the expense of Eugene Education Association or its members.

*Definitions: Conflict of Interest (also Conflict)* means a conflict, or the appearance of a conflict, between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include Association members, elected officers, the members of the Executive Board, and all Faculty Representatives of the Eugene Education Association. *Board* means the Executive Board of Directors. *Officer* means an elected officer of the Board of Directors. *Faculty*

*Representative* means a person -- other than a board member -- who does not receive compensation for services and/or expertise provided to Eugene Education Association and retains a significant independent decision-making authority to commit resources of the organization. *Staff Member* means a person who receives all or part of her/his income from the payroll of the Eugene Education Association. *Member* means a member of the Eugene Education Association. *Supporter* means corporations, foundations, individuals, 501 (c ) (3) nonprofits, and other nonprofit organizations who contribute to the Eugene Education Association.

Procedures:

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Executive Board of Directors in all possible conflicts of interest, including but not limited to the following:
  - a. A board member is related to another board member or staff member by blood, marriage or domestic partnership.
  - b. A staff member in a supervisory capacity is related to another staff member whom she/he supervises.
  - c. A board member or their organization stands to benefit from a Eugene Education Association transaction or staff member of such organization receives payment from the Eugene Education Association for any subcontract, goods, or services other than as part of her/his regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy.
  - d. A board member's organization receives grant funding from the Eugene Education Association.
  - e. A board member, Association member, or staff member is a member of the governing body of a contributor to the Eugene Education Association
  - f. A volunteer working on behalf of the Eugene Education Association who meets any of the situations or criteria listed above.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the Board of Directors shall determine whether a conflict of interest exists and, if so the board shall vote to authorize or reject the transaction or take any other action deemed necessary to address the conflict and protect the Eugene Education Association's best interests. Both votes shall be by a majority vote without counting the vote of any interested director or officer, even if the disinterested members are less than a quorum provided that at least one consenting director is disinterested. All board members will be informed that a vote will take place.
3. A board member or committee member who is formally considering employment with Eugene Education Association must take a temporary leave of absence until the position is filled. Such a leave will be taken within the board member's elected term which will not be extended because of the leave. A board member or committee member who is formally considering employment with the Eugene Education Association must submit a written request for a temporary leave of absence to the secretary of the Eugene Education Association's Executive Board, c/o the Eugene Education Association's office, indicating the time period of the leave. The secretary of the Eugene Education Association will inform the chair(s) of the board of such a request. The chair(s) will bring the request to the board for action. The request and any action taken shall be reflected in the official minutes of the Eugene Education Association.
4. Officers, board members, faculty representatives, members, staff and volunteers, who are in a position to make decisions about spending the Eugene Education Association's resources (i.e., transactions such as purchases, contracts, obsolete technology) – who also stand to benefit from that decision – will be required to sign and date a Conflict of Interest statement.
5. An interested officer, board member, faculty representative, member, staff member or volunteer may participate in any discussion or debate in which the subject of discussion is a contract, transaction, or situation in which there may be a perceived or actual conflict of interest.
6. Officers, board members or faculty representatives who are in a position to make decisions about spending the Eugene Education Association's resources (i.e., transactions such as purchases, contracted services, obsolete technology) and who also stand to benefit from that decision may not participate in any final decision as it relates to their conflict of interest.
7. A copy of this policy shall be given to all officers, board members, and staff member at the official adoption of stated policy. Each officer, board member, and staff member shall read, sign and date the policy at the beginning of her/his term of service or employment and each year thereafter. Failure to sign does not nullify the policy.
8. This policy and all disclosure forms must be filed annually by all specified parties.

**ARTICLE XX                    METHOD OF AMENDMENT**

**A. Proposals**

An amendment to these Policies may be proposed at any regular EEA Representative Council meeting. The proposed amendment must be printed and read to the Representative Council. The proposal shall be read at the second consecutive meeting of the EEA Representative Council and voted on at that time.

**B. Adoption**

A proposed amendment must be adopted by a two-thirds vote of the membership of the Representative Council present and voting.