

# CVEA Policy Manual

As of 9/19/2023

Mission Statement as approved by the Executive Board on Feb. 1, 2011:

**The mission of the Central Valley Education Association is to contribute to excellence in education in the Central Valley School District through professional training and support of its members.**

The policy manual of the Central Valley Education Association shall contain the policies put in place by the Central Valley Education Association Executive Board of Directors.

- Policy changes and new policies shall be made by a majority vote of the Board of Directors.
- Policy changes that result in new expenditures outside of or beyond the existing budget will require majority approval of the building representative council.

# **Policy Manual**

## **Central Valley Education Association**

### **Contents**

|   |            |
|---|------------|
| <b>Stipends</b> -----                                 | <b>I</b>   |
| <b>Conflict of Interest</b> -----                     | <b>II</b>  |
| <b>Mileage</b> -----                                  | <b>III</b> |
| <b>CVEA Elections</b> -----                           | <b>IV</b>  |
| <b>Grievance Review/ Arbitration</b> -----            | <b>V</b>   |
| <b>WEA/NEA Representative Assembly Stipends</b> ----- | <b>VI</b>  |

## Stipends Policy

The stipends for each member of the executive committee other than president shall be one-thousand (\$1,000). The VP/Treasurer's stipend will be eleven hundred (\$1,100) for extra duties required for obtaining signatures. These stipends will be paid in two equal payments, one before winter break in December and one at the June executive board meeting. (The executive committee and Team of 5 stipend was changed by resolution of the Executive Board of the Central Valley Education Association on August 25<sup>th</sup>, 2021. A change to Treasurer's stipend was made September 12, 2023)

The stipend for the technology committee chairperson (in charge of the website, and other electronic media used to communicate with members), shall be one thousand dollars (\$1000) payable in two equal payments, one before winter break in December and one at the end of the school year.

The stipend for Team of 5 members, excluding the president, shall be \$400 total for the life of the contract. (August 25, 2021 Executive Board) Team of 12 Members not on the Team of 5 will receive a stipend of one hundred (\$100) for their work. (modified August 24, 2023)

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This stipend policy was adopted by resolution of the Executive Board of the Central Valley Education Association on March 1, 2011.

The technology committee chairperson stipend was increased by resolution of the Executive Board of the Central Valley Education Association on April 9, 2013.

## II

# Conflict of interest policy

### **Article I**

#### **Purpose**

The purpose of the conflict of interest policy is to protect the association's interest when it is contemplating entering into transaction or arrangement that might benefit the private interest of an officer or director or the staff of the Association. This policy is intended to supplement, but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable associations.

### **Article II**

#### **Definitions**

##### 1. Interested person

Any Director, principal officer, staff, or member of a committee with board delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

##### 2. Financial interest

A person who has a financial interest if the person has, directly or indirectly, through business, investment, or family—

A. An ownership or investment interest in any entity with which the Association has a transaction or arrangement, or

B. A compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement, or

C. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

Compensation includes direct or indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest. Under article 3, section 2, a person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

## **Article III**

### **Procedures**

#### 1. Duty to disclose

In connection with any actual or possible conflicts of interest, and interested person must disclose the existence and nature of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board delegated powers considering the proposed transaction or arrangement.

#### 2. Determining whether a conflict of interest exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board or committee meeting all the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### 3. Procedure for addressing the conflict of interest

A. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement the results in the conflict of interest.

B. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the board or committee shall determine whether the Association can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to conflict of interest.

#### 4. Violations of the conflicts of interest policy

A. If the board or committee has a reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

B. If, after hearing the response of the member and making such further investigation is may be warranted in the circumstances, the board

or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **Article IV**

### **Records of proceedings**

The minutes of the board and all committees with board delegated powers shall contain—

1. The names of the person who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, in the boards or committees decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes related to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

## **Article V**

### **Compensation**

1. If voting member of the Board of Directors receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction included compensation matters and who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member's compensation.

## **Article VI**

### **Annual statements**

Each director, principal officer, staff and member of the committee with board delegated powers shall annually sign a statement which affirms that such person—

- A. Has received a copy of the conflicts of interest policy.
- B. Has read and understands the policy.
- C. Has agreed to comply with the policy, and

D. Understands that the Association is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

**Article VII**  
**Periodic reviews**

To ensure that the association operates in a manner consistent with its charitable purposes and that it does not engage in negative these that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at minimum, include the following subjects:

A. Whether compensation arrangements and benefits are reasonable and are the result of arms-length bargaining.

B. Whether agreements to provide adult education programs and agreements with other developers and as an adult education program providers, employees, and third-party payers further the Association's charitable purposes and do not result in inurement or impermissible private benefit.

**Article VIII**  
**Use of outside experts**

In conducting the periodic reviews provided for in article 7, the Association may, but need not, use outside advisers. If outside experts are used their use shall not relieve the board of its responsibility for ensuring the periodic reviews are conducted.

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This conflict of interest policy was adopted by resolution of the executive board of the Central Valley education Association on March 1, 2011.

\_\_\_\_\_  
Secretary

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

Annual Statement – Recognizing Conflict of Interest policy – CVEA

I, \_\_\_\_\_, hereby acknowledge that I:

\_\_\_\_\_ have received a copy of the Central Valley Education Association conflict  
initial of interest policy

\_\_\_\_\_ have read and understand the Central Valley Education Association  
initial conflict of interest policy

\_\_\_\_\_ have agreed to comply with the Central Valley Education Association initial  
conflict of interest policy

\_\_\_\_\_ understand that the Central Valley Education Association is a not-for-  
initial profit organization and that in order to maintain its federal tax exemption  
it must engage in activities that accomplish its tax-exempt purpose

\_\_\_\_\_  
name

\_\_\_\_\_  
position

\_\_\_\_\_  
Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
date

### III

## Mileage Policy

CVEA will use the current IRS designated rate for mileage reimbursement for travel required of officers and members when on official Association business, unless:

- Less expensive, appropriate transportation is available
- A predetermined transportation stipend for a particular event is established by the Board of Directors
- Mileage reimbursement is covered by another entity (i.e. WEA, State of Washington, Central Valley School District, etc.)

Whenever possible and appropriate carpooling will be encouraged. It is the intent of this policy to be fair in reimbursing necessary travel costs, while making every effort to keep those costs to a minimum.

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This Mileage Policy was adopted by resolution of the Executive Board of the Central Valley Education Association on 5/3/2011.

## IV

### **CVEA Elections Policy**

#### **CVEA CAMPAIGN REGULATIONS**

(As approved by the Board of Directors 1/3/2012)

1. Candidates will be allowed to access the CVEA e-mail address book in order to e-mail campaign information to members during the campaign. (2 times maximum)
2. Candidates will be allowed to place campaign material in member school mailboxes.
3. The CVEA has no objection to candidates visiting members' schools to campaign before or after the contracted day or during duty-free lunch.
4. Candidates will not have access to member's home addresses from CVEA files.
5. Candidates may actively campaign at two meetings of the Building Representative Council prior to the election between 3:30 and 4:00 p.m.
6. Candidates in contested elections will be allowed to submit a campaign statement for publication in the CVEA newsletter, but must meet publication deadline.
7. As per CVEA Constitution and Bylaws a general membership meeting will be held prior to the Building Representative Council meeting for candidates to address the general membership before the ballots are released.

Revised for consideration of the Board – 10/10/13

Approved by the Board – 11/05/13

## V

### **CVEA Grievance Review/Arbitration Policy**

#### **Operating rules to move the grievance to arbitration.**

1. To the extent possible, the names of grievants or CVEA members who are involved as witnesses or parties, school principals or supervisors and school or program locations are not to be discussed when reviewing cases.
2. All CVEA Executive Board discussions relevant to a grievance being considered for arbitration, all notes and other related materials will be kept strictly confidential.
3. The Executive Board will review the grievance documents and related materials.
4. The Executive Board will listen to and/or read any recommendations or considerations presented by UniServ staff.
5. The President or the President's designee in collaboration with the grievant will present a written summary of the grievance on a standardized template answering the following questions:
  - a. What action(s) are being grieved?
  - b. What contract provisions are alleged to be violated?
  - c. What relief does the grievant seek?
  - d. What happened?
  - e. What was the administration's response in the grievance meetings and step 1 and II responses (if a grievance has been processed)?
  - f. What are the pro's and con's of proceeding to arbitration?
  - g. What other information should the Executive Board know?
6. The grievant and his/her chosen representative are strongly urged to attend the portion of the Executive Board meeting which is spent in presenting oral facts of the grievance. Any oral presentation by the grievant and/or his/her chosen representative will be limited to 10 minutes, exclusive of the time to respond to questions by the Executive Board.
7. The grievance or his/her chosen representative will not be present during the deliberations phase of the meeting.
8. A grievant who is also an Executive Board member may only act in the role of agreement in his/her own case, and shall not be present during the deliberations or vote of the Executive Board.
9. If possible and appropriate the WEA EW UniServ staff member will be available during the deliberations phase to answer clarifying questions.
10. Deliberations will be framed around the following considerations listed in priority order:
  - a. Has a contract violation occurred?
  - b. What will the CVEA gain if we win the arbitration? (i.e., how will it affect future arbitrations or contract negotiations, including department or member rights?)

- c. What will the CVEA lose if we lose the arbitration? (i.e., how will it affect future arbitrations or contract negotiations, including department or member rights?)
  - d. What is the gain/loss in relationships—externally and internally?
  - e. Is the grievance frivolous?
  - f. Is the probability of success low due to vague language or past practice?
  - g. Is the probability of success low for any other reason?
11. The decision to approve or deny a case for arbitration will be by majority vote. A quorum of five (5) Executive Board members must be met.
  12. The grievant shall be notified, by certified letter, within five (5) working days of the Executive Board's decision on whether or not to move the case to arbitration. This letter will state both the decision and the rationale for that decision.

This Grievance Review/ Arbitration Policy was adopted by resolution of the Executive Board of the Central Valley Education Association on 1/10/2012.

# VI

## **WEA and NEA Representative Assemblies Policy**

### **I. Expenses**

#### **A. WEA Representative Assembly**

The per diem for each member elected to represent CVEA at the WEA Representative Assembly shall be determined by the Executive Board. This amount may vary greatly from year to year depending on the location of the Representative Assembly. The per diem shall be determined before the election. The per diem shall reflect the cost of lodging, travel, food and incidentals. Each person, to the extent possible, must submit receipts for expenditures.

#### **B. NEA Representative Assembly**

The per diem for each member elected to represent CVEA at the NEA Representative Assembly shall be determined by the Executive Board. This amount may vary somewhat from year to year depending on the location of the Representative Assembly. The per diem shall be determined before the election. The per diem shall reflect the cost of lodging, travel, food and incidentals. Each person, to the extent possible, must submit receipts for expenditures.

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This per diem policy was adopted by resolution of the Executive Board of the Central Valley Education Association on 11/5/13.

## **VII**

### **CVEA Employee Leave Balance**

The CVEA Office Manager will be able to accumulate a maximum of 50 leave hours, and be able to carry over a maximum of 50 hours of leave beginning September 2022. (November 8, 2022)