

2021

EEA CONSTITUTION AND BYLAWS

Last Revised December 13, 2021



LATEST CHANGES:

1. CONSTITUTION: AMENDMENT STANDARD
2. BYLAWS: SPECIAL MEETINGS STANDARDS, EXEC SESSION, SECRETARY/TREASURER CHARGES, CLARIFICATION ON PRIMARIES, SPECIAL ELECTIONS, VACANCIES, CAMPAIGN FINANCE
3. POLICIES: ELECTRONIC BALLOTING, CARPOOLING, RETIREMENT CHOICES FOR RECOGNITION
4. CURRENT PRACTICE REFLECTIONS (MODERNIZE)
5. HOUSEKEEPING

*On Behalf of Governing Documents Committee:
For: Recommendation
To The Representative Council by
The Executive Board of
The Evergreen Education Association
6/1/2021Passed*

**CONSTITUTION AND BYLAWS OF THE
EVERGREEN EDUCATION ASSOCIATION**
Last Revised December 13th, 2021

CONSTITUTION

ARTICLE I: NAME

The name of the Association shall be the EVERGREEN EDUCATION ASSOCIATION.

ARTICLE II: PURPOSE

The purpose of the Evergreen Education Association shall be:

Section 1 - To advance the interests of the profession of teaching and to promote the cause of education in the Evergreen Public Schools and the State of Washington.

Section 2 - To actively promote a culture of equity and inclusion.

Section 3 - To collectively bargain for the members of the bargaining unit.

Section 4 - To enable members to speak with a common voice on matters pertaining to the teaching profession and to present their individual and common interests before the Board of Education and other legal authorities.

Section 5 - To hold property and funds and to employ a staff for the attainment of these purposes.

Section 6 - To uphold and implement the policies of the WEA and NEA.

ARTICLE III: MEMBERSHIP

Section 1 - Active Members

- A. Active membership in the Association shall be open to all non-supervisory certificated personnel recognized in the Collective Bargaining Agreement as being part of the bargaining unit. This will include those employed at the work sites of the Evergreen Public Schools
- B. Active membership shall be continuous until the member leaves the school system, and/or is no longer part of the Collective Bargaining unit as recognized in the CBA, and/or resigns from the Association.
- C. Active members of the Association shall also be members of the Washington Education Association and the National Education Association.

Section 2 – Reserve Membership

- A. Reserve membership shall be limited to any person who is otherwise eligible for active membership but is on limited leave of absence from professional education work.
- B. Reserve members must also be members of the Washington Education Association and the National Education Association.

- C. Reserve members are not eligible to begin a new term in an office as a member of the Executive Board, an association representative, or as a representative for the Evergreen Education Association to the UniServ Council, WEA, or NEA.

Section 3 – Honorary Members

Upon a vote of the executive board and with confirmation by the representative council, a former member of distinction may receive honorary member status. Honorary members are not permitted to vote on any matters before the membership, are not eligible to hold elected office as a member of the Executive Board, an association representative, or as a representative for the Evergreen Education Association to the UniServ Council, WEA, or NEA. Honorary members are invited to attend all meetings but only have speaking privileges at all General Membership meetings. Honorary membership status may be revoked by a majority vote of those present at a representative council meeting.

Section 4 – Associate Substitute Membership

- A. Associate Substitute Membership is open only to substitutes (guest teachers) who are certificated professionals and have served as a substitute (guest teacher) at least one day in a given year but are not members of the collective bargaining unit as defined by the exclusive recognition clause of the CBA.
- B. Associate Substitute Members are not eligible to begin a new term in an office as a member of the Executive Board, an association representative, or as a representative for the Evergreen Education Association to the UniServ Council, WEA, or NEA.

ARTICLE IV: OFFICERS

The officers of the Association shall consist of the President, Vice-President, Secretary/Treasurer, and Labor Community Ambassador.

ARTICLE V: EXECUTIVE BOARD

Section 1 - The Executive Board shall consist of the officers and members At-Large. The elementary level shall be represented by 5 members at-large, middle schools shall be represented by 2 members at-large and high schools represented by 3 members at-large. Additionally, the board shall consist of an educator of color representative, one (1) substitute representative, one (1) special services representative, and one (1) special education representative. An EEA member who is a representative to the WEA Board of Directors or the NEA Board of Directors shall be a non-voting ex-officio member of the Executive Board, if not holding an elected Executive Board position.

Section 2 - Whenever a majority of the Executive Board shall agree that a member of the Executive Board has been grossly negligent of the duties defined in the Bylaws or is incapacitated, they shall recommend to the Representative Council that the office be declared vacant. If the Council so votes by a two-thirds majority, the Representative Council shall immediately elect a replacement to fill the expired term.

Section 3 - Any member of the Association who is not a member of the Executive Board may attend its meetings. They shall sit apart from the voting body but may receive permission to express their concerns during the meeting. Non-members shall be excluded from the meeting unless given a special invitation by the President or Executive Board.

ARTICLE VI: REPRESENTATIVE COUNCIL

Section 1 - The legislative and policy-forming body of the Association shall be the Representative Council.

Section 2 - The Representative Council shall consist of the Executive Board, one or more Association representatives from each building, one or more substitute representatives and the chair of the standing committees.

Section 3 - Executive Board, Association, and substitute representatives shall be voting members of the Representative Council.

Section 4 - Members of the Association who are not members of the Representative Council may attend its meetings. They shall sit apart from the voting body but may receive permission to express their concerns during the meeting. Non-members shall be excluded unless given a special invitation by the President or Executive Board.

ARTICLE VII: AFFILIATION

The Association shall affiliate with the Washington Education Association and the National Education Association under their rules and policies.

ARTICLE VIII: AMENDMENTS

The Representative Council may adopt amendments to this constitution by a two-thirds majority of those voting at any regular meeting, provided that amendments have been previously studied by the Executive Board, introduced at the preceding regular meeting of the Representative Council, and that copies of the proposed amendments have been distributed to members of the Council for Association discussion when introduced.

ARTICLE IX DUES

Members' Dues shall be established at the May Representative Council meeting and shall not exceed \$0.0056 of each dollar earned by a beginning 1.0 FTE teacher with zero years of experience and a BA degree with no extra credits earned.

If the Executive Board determines that a financial emergency requiring a special one-year-only dues assessment exists, it shall petition the General Membership for approval in the following manner:

- 1) Inform the General Membership in writing at least ten days in advance of balloting.
- 2) Get authorization for an assessment through the affirmative vote of 50% +1 of the voting General Membership.
- 3) Balloting may be accomplished through the association representatives in each site, or by calling a General Membership meeting for that purpose.

BYLAWS OF THE EVERGREEN EDUCATION ASSOCIATION

Last Revised November 15, 2021

ARTICLE I: MEETINGS

Section 1 - Executive Board - The Executive Board shall generally meet on the first Monday of each school month. The regular monthly meeting schedule shall be affirmed by the Executive Board at the first meeting of the year. At the call of the President or at the request of eight members of the Board, a special meeting shall take place upon prior notice to the board.

Section 2 - Representative Council - The Representative Council shall generally meet on the third Monday of each school month with the month of May usually being an exception. The May meeting shall be scheduled for May 13 in recognition of the 1973 strike provided May 13 is on Monday, Tuesday, Wednesday, or Thursday. The President or the Executive Board shall set the meeting time, prepare the agenda for each meeting, and circulate it to all members of the Council so that representatives have time to discuss it with their constituent members in advance of the Council meeting. The regular monthly meeting schedule shall be affirmed by the council at the first meeting of the year.

Section 3 - Special Meetings - Special meetings of the Representative Council may be held at the call of the President or upon written request to the Executive Board from representatives representing at least 1/3rd of the worksites. Business to come before special meetings must be stated in the call, which shall be sent in writing to each representative.

Section 4 - General Membership Meetings - The President, Executive Board or Representative Council shall call at least one meeting of the members per year.

Section 5 - All Executive Board and Representative Council meetings shall be open to all members and documented in the minutes with the exception of those meetings involving staff, member allegations and/or discipline, member requested conference funding, and arbitration. Meetings involving staff, member allegations and/or discipline, member requested conference funding, and arbitration shall be held in executive session with only the action, or lack thereof, being recorded.

ARTICLE II: QUORUM

A majority of their members shall be a quorum for the Executive Board and Committees. A quorum for Representative Council shall be 50% +1 of work sites. A quorum for a general membership meeting shall be 1/3rd of the total active membership with at least 60% of the sites represented.

ARTICLE III: POWER OF OFFICERS

Section 1 - President - Powers, Responsibilities, and Duties

The President of the Association shall be a member of the Association elected to a full-time release position from their educational assignment in order to conduct the business of the Association; salary as per negotiated agreement. The President shall be paid an additional 20% of regular salary to compensate for those times when meetings or other functions may be outside the work day. The president shall not hold a concurrent presidency at WEA-Riverside. The president shall have all the rights and privileges granted other members in the Collective Bargaining Agreement during this release.

The duties of the President shall include, but not be limited to:

- A. Work toward the implementation of the Association goals.
- B. Preside over meetings outlined in Article I - Meetings, Sections 1-4.
- C. Appoint the chair and members of committees.
- D. Oversee EEA employees.
- E. Visit work sites, when possible, to provide information on EEA, WEA-Riverside, WEA and NEA programs.
- F. Attend traditional president meetings and conferences.
- G. Publish, at least monthly, a newsletter for members.
- H. Provide and assist with training on a need to request basis.
- I. Assist in organizing Association activities.
- J. Represent the Association before the public either personally or through designees.
- K. Perform all other functions usually attributed to this office.
- L. Attend meetings of the WEA-Riverside Executive Board as a full member.
- M. Be a delegate to the WEA-Riverside Representative Council.
- N. Be a delegate to the WEA Representative Assembly.
- O. Be an ex officio and voting member of all committees.
- P. Attend Evergreen School Board meetings.
- Q. Represent the Association at meetings with school district management.
- R. Be a delegate to the NEA Representative Assembly, unless their withdraw prior to NEA RA nominations.
- S. Regularly brief the Vice-President on the state of the association.

Section 2 - Vice President

- A. Work closely with committees as the President may suggest.
- B. Assume the duties of the President in the absence of the President.
- C. Assume and perform such other duties as assigned by the President.
- D. Shall serve as a liaison to buildings as determined by the Executive Board.

Section 3 – Secretary/Treasurer

- A. The Secretary/Treasurer holds the funds of the Association and disburses them upon authorization by the Executive Board/Rep Council. They will deposit all monies at banking institution(s) designated by the Executive Board. They shall be a signer on all accounts along with the other officers of the Association. They shall assist and oversee the staff in keeping accurate accounts of receipts and disbursements, submit a balance sheet to each regular meeting of the Representative Council, and shall prepare a financial statement for the membership when directed to do so by the Executive Board. They shall assist the Budget Committee in the initial drafting of the annual budget. They shall assist and oversee the staff in preparing the books for an audit and ensure audit compliance. They shall assist and oversee the staff in filling the appropriate Federal and State forms.
- B. Shall assume the duties of the President in the absence of the President and Vice President.
- C. Shall document, in writing, all motions made at all meetings of the Executive Board, Representative Council, and the General Membership. EEA staff shall duplicate and circulate minutes of the Executive Board and Representative Council meetings to the Executive Board and Association representatives.
- D. Shall serve as a liaison to buildings as determined by the Executive Board

Section 4 – Labor Community Ambassador

- A. The Labor Community Ambassador shall be a delegate to the Southwest Washington Central Labor Council and serve as the chair of the EEA delegation.
- B. Attend meetings of the Southwest Washington Central Labor Council and represent the interests of the EEA before the SWWACLC.
- C. Give regular reports to the Executive Board and Representative Council about the greater state of the local labor community.
- D. Organize and lead EEA actions and supports for the labor community at large.
- E. Shall assume the duties of the President in the absence of the President, Vice President, and Secretary/Treasurer.
- F. Shall serve as a liaison to buildings as determined by the Executive Board.

Section 5 - Terms and Succession

- A. The Association Officers shall be elected as follows:

The Association President shall be elected to serve a two-year term and may be elected for two full consecutive terms (total of four years). The President is elected in even numbered years (ex: April 2006 for 06-07 and 07-08, etc). Should circumstances realize a partial term appointment or election prior to a full-term election, the term limit provision may extend beyond four years. In the event a fifth year may be realized, the Association will request association release provision negotiation with the district pursuant to Article V, Section F of the CBA.

The Association Vice President shall be elected to serve a two-year term and may be elected for two full consecutive terms (total of four years). The Vice President is elected in odd numbered years (ex: April 2007 for 07-08 and 08-09). Should circumstances realize a partial term appointment or election prior to a full-term election, the term limit provision may extend beyond four years.

The Association Secretary/Treasurer shall be elected to serve a two-year term and may be elected for two full consecutive terms (total of four years). The Treasurer shall be elected in odd numbered years (ex: April 2007 for 07-08 and 08-09). Should circumstances realize a partial term appointment or election prior to a full-term election, the term limit provision may extend beyond four years.

The Association Labor Community Ambassador shall be elected to serve a two-year term and may be elected for two full consecutive terms (total of four years). The Labor Community Ambassador is elected in even numbered years (ex: April 2006 for 06-07 and 07-08, etc.). Should circumstances realize a partial term appointment or election prior to a full-term election, the term limit provision may extend beyond four years.

A member may not hold more than one Executive Board office at a time. Should an officer choose to run for a different office mid-way through their 2-year term, they must resign their current office upon election validation confirming successful bid of the new position effective July 1. The previously held position would then be filled per Section 5 B. below to complete the remainder of that term.

- B. Vacancies

1. In the event that the validated regular election for the following year's Executive Board officers results in a vacancy, then a special election voted upon by the active and reserve membership will be held to fill that vacancy within 45 calendar days. Nomination opportunities and deadline to submit a nomination will be announced to the membership as soon as the election is validated. The nomination period will be no less than 10 work days. If the announced candidate is unopposed at the close of the nomination period and accepts the nomination, the Rep Council will have the authority to affirm the candidate in lieu of holding a general election.

2. Whenever any office shall become vacant between terms, and not qualify for a special election, except as provided in Article III, Section 2 of these Bylaws, and Article V, Section 2, of the Constitution, the remaining members of the Executive Board may choose one of their members to serve in that office until the Representative Council can fill the vacancy(ies) at the next regular meeting.
3. The Vice President shall complete the President's term if the President is removed, resigns, or is unable to fulfill the duties.

Section 6 – Attendance at Meetings (Officers)

The business of the Association demands an expectation of officer participation at the regularly scheduled Executive Board and Rep Council monthly meetings (See Article I, Sections 1 and 2). After a second absence, the officer will receive a written reminder of this policy. After the third absence, the Executive Board must review the individual circumstances and determine a remedy, up to and including a recommendation to the Rep Council to declare the office vacant. A meeting schedule will be established that is compatible with the board officers. In the event of a foreseen absence, the officer will arrange for and train a member in good standing to act as their substitute at the meeting.

Section 7 – Ex-Officio Members

An EEA member who is a current representative to the WEA or NEA Board of Directors, but not an elected Executive Board member, is an ex-officio member of the Executive Board, but may not vote.

ARTICLE IV: POWER OF THE MEMBERS AT-LARGE

Section 1 - The Members At-Large shall serve as guardians of the Constitution, to that end they shall be conversant with the Constitution. The Members At-Large shall see that the officials of the Evergreen Education Association conduct their offices within the limits of the Constitution.

Section 2 - The Members At-Large shall serve as the ombudsmen of the Association. They shall provide a direct link between the Association members and the elected officials of the Evergreen Education Association. The Members At-Large shall seek answers to complaints and questions that concern Association members.

Section 3 - The Members At-Large shall maintain monthly contact with buildings and/or members within their respective area. The Members At-Large will report to the Executive Board.

Section 4 - Liaison Assignments

The EEA Executive Board will define specific At-Large liaison site assignments at their first meeting of the year. The EEA President is exempt from taking a liaison assignment.

Section 5 - The Members At-Large shall attend all Executive Board and Representative Council meetings. The Members At-Large shall attend the Representative Council meetings in their capacity of Guardians of the Constitution. They shall have voting power on the Executive Board.

Section 6 - The Members At-Large of the Executive Board shall be named as trustees of the corporation of the Evergreen Education Association.

Section 7 - Terms and Succession

- A. The Members At-Large shall be elected to serve for one year and may be elected for four consecutive terms for any single position. A member may not hold more than one Executive Board position at a time.
- B. Whenever a Member At-Large position shall become vacant between terms, the remaining Executive Board members may choose a person from the general membership to serve in that position until the Representative Council can fill the vacancy at the next regular meeting.

ARTICLE V: POWER OF THE EXECUTIVE BOARD

Section 1 - The Executive Board shall be responsible for the management of the Association as provided in Bylaws Article I Meetings, Section 2. The Executive Board shall approve all expenditures that exceed \$600 as provided in Article VI of the Bylaws or refer such expenditures to the Representative Council for approval. The Executive Board shall carry out policies established by the Representative Council, report its transactions and those of the Council to the members, and suggest policies for consideration by the Council.

Section 2 - The Executive Board may develop workshops and training conferences and shall approve all funding for member attendance at workshops and conferences.

Section 3 - The Executive Board shall represent the Association in negotiating policies with the governing and appropriate bodies of the school system. Within policies established by the Representative Council, it may make decisions binding the Association in these matters. The Board may delegate its power to negotiate to another committee or representative. It may adopt such rules governing the employment of staff.

Section 4 - The Executive Board shall be the determining body in whether to begin, continue, or terminate an arbitration, and approving or denying religious objection status.

Section 5 - The Executive Board shall approve committee chairs and committee membership appointments. There shall be at least one member of the Executive Board appointed to each committee.

Section 6 - The Executive Board is the determining body for consideration of requests for Collective Bargaining Agreement waivers, Memorandums of Understanding, and Letters of Agreement.

Section 7 - The Executive board shall be the sole judge of elections (validation) for elections pertaining to any office on the executive board or delegation to any representative assembly (ie: WEARA, NEARA, RUC)

ARTICLE VI: POWER OF THE REPRESENTATIVE COUNCIL

Section 1 - The Representative Council shall approve the budget, propose the dues for the Association as stated in the Constitution, Article IX - Dues, act on reports of committees, approve resolutions and other policy statements, and shall adopt procedures to be followed in censuring, suspending, and expelling members for cause, or in reinstating members. It may adopt such rules governing the conduct of the Association, and the conduct of meetings as are consistent with this Constitution and Bylaws. It shall be the final judge of the qualifications and elections of representatives. Powers not delegated to the Executive Board, and officers shall be vested in the Representative Council.

Section 2 - Deficit spending of budget items shall take place only after approval of the Representative Council.

Section 3 - Use of the EEA Contingency Fund shall take place only after approval of the Representative Council.

Section 4 – The Representative Council shall hold the power to create policy and procedure for the purposes of conducting elections.

ARTICLE VII: ASSOCIATION REPRESENTATIVES

Section 1 - At each work site in the Evergreen School District, Association members of the Association in good standing shall elect, for a term of one year, one Association Representative to the Representative Council for each ten (10) members, and any fraction thereof. (ie: A building with 11 members would be entitled to 2 Association representatives.) For the purposes of this section, substitutes, who are members, are considered a “work site.”

Section 2 - Representatives shall attend the regular meetings of the Representative Council. If a Representative is unable to attend, they shall provide an alternate from the group they represent. In the event a permanent vacancy occurs, the President may designate a member in good standing to organize a special election.

Section 3 - Representatives, shall call meetings of the Association members within their building to discuss Association business.

Section 4 - Representatives shall be active members of the Evergreen Education Association at the time of the first representative council meeting of the year and shall maintain their membership in good standing (active or reserve) during their term of service.

Section 5 - Representatives shall establish priorities of the Association that are negotiated with the Evergreen School Board.

Section 6 – Representatives shall work actively to establish a collaborative relationship with their building administration for the purposes of problem solving and member representation.

Section 7 – Representatives shall accurately articulate building concerns with the association and disseminate information from the association to members in a timely manner.

Section 8 – Representatives shall build trust and maintain confidentiality with building members.

Section 9 – Representatives of the EEA serving as Delegates to the WEA-Riverside Council shall attend the regular meetings as announced by the RUC President. If an EEA Delegate to Riverside is unable to attend, they shall provide an alternate from the group they represent. In the event a permanent vacancy occurs, the President may designate a member in good standing to fill the position. The Rep Council shall confirm the appointment or vote for another representative of their choosing at the earliest Rep Council meeting.

VIII: COMMITTEES

Section 1 - Ad Hoc Committees - An ad hoc committee shall be a committee appointed by the President or by a majority (50% +1) vote of the Executive Board to function for a specific purpose and for a specific period of time, usually less than a year. Its task shall be stated and limited in scope. When such task is completed, the committee shall be dissolved.

Section 2 - Special Committees

- A. A committee is one that the President may appoint for one year. It shall be dissolved upon the completion of its duties or the end of the current President's term.
- B. Special committees may include an elections committee, a budget committee, an executive committee, a governing documents committee, scholarship committee, and any other special committees as the president and/or the executive board may deem necessary.
 - 1. The Elections Committee shall consist of at least three active members, one from the secondary level, one from the elementary level, and one other member, and EEA Staff. They shall be appointed as needed and shall function as stated in Article XI, (Elections) and as needed for ratification.
 - 2. The Budget Committee shall consist of six individuals -- two from the General Active Membership and the President, Vice President, Secretary/Treasurer of the Association, and the EEA Office Manager. Their task shall be to develop an Association Budget.
 - 3. The Executive Committee shall consist of EEA officers and other leaders or staff as appropriate. They shall meet as needed to review Representative Council feedback and set the agenda for Executive Board discussions.
 - 4. The Governing Documents Committee shall consist of at least three active members and include members of the Equity Committee. They shall meet annually to review the Constitution, Bylaws, and Policies of the Association.
 - 5. If the budget allows for scholarships, the Scholarship Committee shall consist of a minimum of five active members including one member from each of the large comprehensive high schools in the district.

Section 3 - Standing Committees

- A. A Standing Committee shall be a committee appointed to serve at least one to two years. Its task shall be defined and of such scope as to require a long period of time to accomplish.
 - 1.) Standing Committees may be appointed by the President or by majority (50% +1) vote of the Executive Board as the need arises. Standing Committees shall have enough members to accomplish the task assigned; these members shall be selected to represent both the elementary and secondary levels of the Association and shall be appointed for overlapping terms of two years. Each Committee may, with the approval of the Executive Board, organize special sub-committees and task forces from association membership to accomplish specific activities/goals of the Association.

- B. The Collective Bargaining Committee shall negotiate with the Evergreen School Directors for all Bargaining Unit personnel. Appropriate ad hoc committees will prepare negotiations proposals to be approved by the General Membership prior to being placed before the Evergreen School Directors. Due to the numerous meetings and research associated with a bargain, the Bargaining Team members and sub committee members (up to a maximum of 10) will be compensated \$50 per meeting up to a maximum of \$500 per person or \$5000 per bargaining year. Upon reaching tentative agreement with the Evergreen School Directors on all matters under negotiation, the Committee shall prepare and submit its report and recommendations to the members of the Association at a General Membership meeting. The procedures for ratifying a Collective Bargaining contract shall be as outlined in Article IX in the Bylaws.
- C. The Equity Committee- The members of the Equity Committee shall be comprised of up to 10 members from diverse identities including BIPOC, LGBTQ+, Differently abled, and other groups that may be marginalized in the general membership. The charge of this committee shall be to support its members equitably, encouraging members to promote equity within the learning community, to help recruit and retain educators of diverse identities, pursue professional development opportunities directly related to explicit equity, and fight for racial and social justice in Evergreen Public Schools. The chair shall be selected by the members of the Equity Committee each year. The chair of the committee may be asked to report to the Executive Board and/or the Representatives Council to report on the progress towards these aims.

ARTICLE IX: RATIFICATION OF CONTRACT

The President shall have ballots prepared for a vote. Ratification shall be by secret ballot under procedures for balloting in Article XI, Section 2 and the EEA General Balloting Policy, or a secret ballot vote can take place if a quorum is present at the General Membership Meeting. The contract shall be deemed ratified if it receives a "yes" vote from 50% plus one (1) of those voting. In the case of a membership meeting held for the purpose of a ratification of a coaches (extracurricular) contract, the contract shall be deemed ratified if it receives a "yes" vote from 50% plus one (1) of those voting either at the meeting or by way of an absentee ballot, requested prior to the meeting, that will be available ONLY to those unable to attend the membership meeting due to contractual obligations with the district. For the purposes of the extra-curricular contract, no quorum is required.

- 1. Prior to any vote for ratification, a general membership meeting of the EEA will be held. Opportunity will be provided for discussion, both for and against ratification. General Membership Meetings shall be held in the evening on regular school calendar days. In the case of a possible strike action or other unforeseen emergency, the Executive Board may approve a schedule exception.
- 2. If a General Membership Meeting lacks a quorum for ratification and in-building voting cannot take place due to ratification being held beyond the normal school year, mail out balloting will take place, including pro/con statements from the meeting included in the mailing. The school year is defined in this section as the first mandatory teacher workday in the fall as the beginning of the school year, and the last day of student attendance as the end of the school year. A secret ballot vote to ratify may take place at the General Membership meeting held outside of the normal school year if a quorum is met based on the membership on record as of June 1 as noted on the monthly billing for dues.

3. If ballots are counted at a general membership meeting, the count will be overseen by a panel, of no less than 5 members, randomly selected at the general membership meeting. Ballots collected in buildings will be counted by a designee of the EEA Executive Board. Results will be made available to all members upon validation by the Executive Board.

ARTICLE X: STRIKE/WORK STOPPAGE

1. Prior to any vote for a strike or work stoppage, a general membership meeting of the EEA will be held. Opportunity will be provided for discussion, both for and against the stoppage.
2. Voting for any strike will be done at the General Membership meeting by secret ballot. Voting will be open for 2 hours to allow time for all eligible members to cast their ballot. 60% +1 of those voting will be required for a strike to be enacted.
3. Ballot counting will be overseen by a panel of no less than 5 willing members, randomly selected at the General Membership meeting. Results will be made available to all members upon validation by the Executive Board.

ARTICLE XI: ELECTIONS

Section 1 – Nominations

- A. Active members of the Association may nominate candidates for President, Vice-President, Secretary/Treasurer, Labor Community Ambassador, Members At-Large and WEA-Riverside Representatives. The nominations period shall open during the Representative Council meeting in January and close during the Representative Council meeting in February. Members may nominate candidates for office at the January or February Representative Council meetings, or by delivering nominations in writing to the EEA office prior to the February Rep. Council meeting. A member may not be a candidate for more than one position on the EEA Executive Board. Random write-in votes cast for a member will be nullified if the member is already listed as an announced candidate in another position on the ballot.
- B. The EEA staff shall publish to the members brief information submitted by each candidate. Candidate statements will accompany the ballot.
- C. If there are three or more candidates for the office of President, Vice-President, Secretary/Treasurer, and/or Labor Community Ambassador, there shall be a primary election.
- D. An active or reserve member in good standing who wishes to fill a “write-in” position must garner a minimum of 10% of the total ballots cast for that election. (Refer to section A regarding process if candidate is an announced candidate.)
- E. A general meeting may be held to introduce candidates. Candidates may address the Rep Council prior to the election.

Section 2 - Balloting

- A. Active and reserve members are eligible to vote in all elections, which shall be done by secret ballot. In addition to those nominated, space will be provided for write-in candidates. The names will be listed on the ballot in random order. Ballots received after the stated deadline will not be counted prior to the Executive Board decision as to acceptance of the late ballots. Following validation by the Executive Board, the President will then publish the results of the election. Any paper ballots shall be kept on file until the election is validated. In the event of an election being certified in a tie, the representative council shall vote at their next meeting to break the tie. If the vote at the representative council is a tie the representative council shall vote again by the end of that same meeting. If after two representative council votes end in a tie, the executive board will vote to break the tie.
- B. The General Election shall be held no later than the last school day in March. New officers will be introduced at the June Executive Board Meeting and shall assume their duties July 1.
- C. A Primary Election, if necessary, shall be held. A candidate receiving 50%+1 of the vote in a primary election shall be declared the winner of the office and there will be no vote for that given position in the general election.
- D. Nominations for delegate positions to RUC, the WEA RA and NEA RA shall be sought at Rep Council. Nominees should be returning to employment in EPS the following year. Nominations will remain open for one month and close at the next monthly Rep Council meeting. The order of candidate position on the ballot will be by random order as determined by a drawing held immediately following the close of nominations at the Rep Council Meeting. Delegate positions will be filled in order by total vote count received by each candidate. Unsuccessful candidates will be listed as successor delegates as long as they receive the minimum of 10% of total votes cast for this election. In the event there is not at least as many nominees as there are positions available for these elections, those nominated will be assumed to have won the election and no election will take place.
- E. Nominations for At-Large positions on the Executive Board shall be sought at Rep Council. Nominations will remain open for one month and close at the next monthly Rep Council meeting. The order of candidate position on the ballot will be by random order as determined by a drawing held immediately following the close of nominations at the Rep Council Meeting. At-Large positions will be filled in order by total vote count received by each candidate.
- F. The Representative Council shall have the authority to set policy and procedures to conduct elections.

Section 3: Campaigning

- A. Members wishing to express support for any candidate in an EEA election may do so by providing election campaign information. District email will not be used for campaigning. Distribution of campaign material will be the responsibility of the candidate or their designee. Head Association representatives will not be required to distribute campaign material beyond the official candidate statement produced by the EEA Office but shall provide candidates equal access to their building membership.
- B. Campaigns may not exceed \$1,000. Candidates will record monies received for and spent on their campaign and may be required to present those records to the Executive Board prior to certification.

ARTICLE XII: POLICIES

Operational policies of the Evergreen Education Association will be established by the Representative Council. Policies will be part of the Governing Documents. The Executive Board shall present at any Representative Council meeting policies to be adopted. Adoption of policies shall be by a majority (50% +1) vote of the Representative Council. Policies shall be reviewed yearly for revision or deletion.

ARTICLE XIII: AUTHORITY

Sturgis Standard Code of Parliamentary Procedure shall be the parliamentary authority for the Association on all questions not covered by the Constitution and Bylaws and such standing rules as the Representative Council may adopt.

ARTICLE XIV: AMENDMENT

The bylaws will be reviewed annually by the Governing Documents Committee. These Bylaws may be amended by a majority (50% +1) vote at any regular meeting of the Representative Council, provided that proposed amendments have been previously studied by the Executive Board and that copies have been sent to Association Representatives one calendar week in advance of the meeting.

EVERGREEN EDUCATION ASSOCIATION POLICIES

Last Revised December 13th, 2021

POLICY 1: DUES STRUCTURE

Membership dues established by NEA, WEA, Riverside-WEA, and EEA, are separate entities and shall be reported to the members as such.

POLICY 2: BALLOTING POLICY

A. Local Balloting

1. The EEA President shall see to it that all eligible members have been sent their electronic ballot via the home e-mail address on record with the Evergreen Education Association.
2. At the beginning of the election, the Head Building Representative is encouraged to remind members at their site that the election has begun and that their ballot has been sent to the home e-mail of the members. The HBR, or their designee, will assist members in reaching out to EEA to correct any errant e-mail addresses on record with the Evergreen Education Association.
3. Employees who are not members but who are eligible for membership may complete a membership form in order to receive a ballot.
4. The Evergreen Education Association Office will inform each Head Building Representative, at least once per day, of the running list of who has cast a vote in the election. Head Building Representatives are encouraged to use their local means of communicating with members to encourage those who have not yet voted to cast a ballot.
5. The president must allow at least 5 working days for balloting to take place.
6. Eligible voters shall be exclusively active or reserve EEA members.

B. Ballot Counting Procedure

1. Ballots will be tabulated following the close of the election (as provided in bylaws Article VIII, Section 2, B1). EEA election committee and EEA office staff shall review the tabulated votes for each candidate and review the accuracy of the vote count. Should irregularities be evident, the election committee shall note the irregularities in their report to the EEA Executive Board along with any recommendation they may have on the question of if any action needs to be taken as a result of the irregularities.
2. Each candidate (or their designee) may be present to observe the reporting of the balloting results.
3. The election committee shall report the results of the election to the President who will then advise those running for office of the results of the election.

C. Invalidation of Ballots

Any of the following may cause a ballot or ballots to be invalid:

1. Electioneering: No material promoting any particular candidate may be included with the ballots.
2. Discrepancies in membership rolls and votes counted.
3. Tampering: Any sort of hacking or duplicating of votes.

4. Technological failure of the voting system resulting in loss of election integrity: The Company hosting the election misplaces data, votes, etc. In the event of the election host being temporarily out of service during the election, but maintains the integrity of the count, the election period shall be extended beyond the stated close of election for the total amount of time that the election host was unable to collect votes.
5. Decisions regarding invalidation of a ballot(s) will be recommended by the EEA Elections Committee, and decided by the Executive Board.
6. If cause is found to invalidate the election of one position, the election committee shall make that recommendation to the Executive Board. If the Board declares that the election of that position is invalidated, the election process for that position shall be started over beginning with the nominations period as soon as possible at the next available Rep Council.
7. If cause is found to invalidate an entire election, the election committee shall make that recommendation to the Executive Board. If the Board declares that the election is invalidated, the election process shall be started over beginning with the nominations period as soon as possible at the next available Rep Council.

D. Election Notification and Certification

1. The President of the EEA will inform candidates of the unofficial results as soon as the ballot tabulation is completed and reviewed by the elections committee.
2. The EEA Executive Board will certify the election results at their next meeting. Once certified, election results are official and may be published to the general membership.

POLICY 3: TRAVEL EXPENSE/OFFICER STIPEND

- A. The current IRS mileage rate shall apply to all mileage calculations of the Evergreen Education Association.
- B. Office staff and the president shall be reimbursed for all mileage used in performing business duties.
- C. The EEA Secretary/Treasurer, Vice President, and Labor Community Ambassador receive an annual stipend of \$500.
- D. The EEA President shall keep a mileage log which shall be the official record to determine mileage reimbursement.
- E. Lodging Expenses: EEA shall pay lodging expenses for members who are attending as EEA funded representatives. Lodging shall be based on double occupancy whenever possible. All other room charges will be the responsibility of the member (ie: food, movies, phone calls, etc.)
- F. Meals shall be reimbursed to members for attending as EEA funded representatives at the rate of \$50.00 per day for in-state events and \$60.00 per day for out of state events.

G. Member travel reimbursement guidelines:

1. The member must be attending as an EEA representative.
2. Mileage will be paid from starting point to end point as approved by the EEA Office.
3. Full mileage will go to the driver of each private car carrying 3 EEA representatives. When fewer than three EEA representatives are attending an event, mileage will be reimbursed for one vehicle. EEA representatives who choose not to carpool when it is available will receive prorated mileage.
4. Carpooling is strongly encouraged. The Executive Board may approve a single driver mileage reimbursement prior to the event, or if one of the members of a carpool is unable to attend
5. Mileage will be paid upon receipt of the travel reimbursement form.

POLICY 4: EEA CONFERENCE/EVENT FUNDING GUIDELINES

1. Only members of the Association, and Association employees are eligible for funding of any conference/event approved by the EEA Executive Board.
2. Any conferences/events approved by the EEA Executive Board should directly or indirectly benefit the membership of the Association.
3. All requests to attend conferences/events funded by the EEA shall be made to the Executive Board
4. Any alternate funding for the conferences/events needs to be exhausted first.
6. The EEA Executive Board takes into consideration: 1) The benefit of the conference/event to the Association. 2) The dollar amount of the conference/event and the dollar amount available for conferences. 3) The number of request(s) vs. the amount of funding available.
7. The EEA Executive Board reserves the right to fund, not to fund, or partially fund any conference/event which may include or not include release time, travel, meals, registration fees, and lodging. Anyone being sent to the Fall or Summer NCUEA conference must be approved by the EEA Executive Board.
8. Priority will be given to WEA sponsored training and conferences which directly affect the Association (i.e. Presidents training, Bargaining training).
9. Conference/events considered for funding should meet one of the 6 purposes of the Association from Article II of the constitution.
10. Requests can be brought to the Executive Board directly in person, through Executive Board Liaisons, through one of the officers, or in writing to the EEA office.

POLICY 5: ATTENDANCE REQUIREMENTS AND PERSONAL RESPONSIBILITIES AT EEA SPONSORED EVENTS

1. It is understood that while at an EEA sponsored event, function or activity, all members will ensure their conduct reflects positively on the Evergreen Education Association.
2. Any member funded or reimbursed by the Association must agree to follow all parts of the Policy 5 Conduct and Attendance Agreement prior to any arrangements being secured by the Association, such as registration, hotel, travel, etc.
3. Any member who receives funding or reimbursement from the Association for any conference, class, Representative Assembly, or any other EEA supported event will sign a Policy 5 Conduct and Attendance Agreement, saying they will attend all business sessions, and fulfill the entire required duties of the event as well as adhere to the NEA RA and WEA RA standing rules. Members attending Representative Assembly may take reasonable stretch breaks but must be on the floor during all voting times. Exceptions to this policy are sickness, emergencies, unforeseen circumstances, or to conduct association business.
4. Any member who receives funding or reimbursement from the Association for the Washington Education Association Representative Assembly or National Education Association Representative Assembly will sign the Policy 5 Conduct and Attendance Agreement. It is an expectation that attendees shall attend all business sessions and fulfill the entire required duties of the event as well as adhere to the NEA RA and WEA RA standing rules.
 - a. The president, or their representative, will take attendance during the business sessions of the Representative Assembly 30 minutes after the start and 30 minutes before the scheduled conclusion of each session.
 - b. Members attending Representative Assemblies may take reasonable stretch breaks but must be on the floor during all voting times.
 - c. The exceptions to this policy are sickness, emergencies, unforeseen circumstances or to conduct association business.
 - d. At the conclusion of the Assembly, the attendance, with the any exceptional explanations as noted in Policy 5.4c will be shared with attendees and the Executive Board.
5. Any member who receives reimbursement and fails to comply with the above stated attendance and conduct policy, as determined by the Executive Board, ~~may~~ will be required to submit partial or full restitution to the Association [reimburse the Association for absences by the member in regards to missing meetings or not being on the floor during RA (WEA/NEA) business sessions] and/or may not be allowed to attend future EEA sponsored events. If a member does not make the requested reimbursement to the Association, that member will not be allowed to attend future EEA sanctioned functions until full restitution/reimbursement to the Association has been made.
6. All monies collected through good-faith checks will be forfeited by the payee if they are not in attendance at the event. Extenuating circumstances can be brought to and considered at the next regular Executive Board meeting.

POLICY 6: LEAVE PROCEDURES FOR PRESIDENT

1. Time Log. The president shall maintain an official time log which will be used to total daily and monthly time on duty. Time logs shall be submitted to the EEA Office Manager for accounting purposes.
2. Sick Leave. The EEA office manager will submit an Evergreen Education Association "Certificated Leave Form" to the president for signature. The leave form will then be submitted to the District Personnel office for processing. When the president is out for illness or personal reasons, the Vice president is notified and may be released to cover presidential duties. Sick leave that exceeds 12 days per year shall be handled per the CBA.
3. Personal Leave. The president shall have personal days in accordance with the CBA that can be taken without submitting a "Certificated Leave Form" to the District. Personal Leave days may be cashed in at the CBA rate if not used during the school year.
4. Supplemental Days. The president is entitled to all supplemental days afforded EEA members. To receive payment for supplemental days the president shall complete the "Supplemental Contract for Extra Days" form, provide a copy to the EEA office manager, and submit the form to the District Personnel office for processing.

POLICY 7: AGENCY ACCESS TO MEMBERS

NEA or WEA sponsored agencies are provided access to members through the EEA mail distribution system. No other outside agencies are afforded this privilege.

POLICY 8: BUSINESS CONTRACTS

EEA shall contract for services and supplies with licensed, established and reputable businesses. When possible, EEA shall use union shops or made in USA products.

Building renovation and maintenance is to be completed by licensed/bonded professionals.

POLICY 9: USE OF EEA OFFICE, EQUIPMENT, AND STAFF

1. Members may use the EEA/WEA-Riverside conference area for meetings by reserving it through the EEA and WEA-Riverside office. EEA and WEA-Riverside retain the right to displace member reservations when there is a time conflict with an EEA or WEA-Riverside meeting.
2. Members may use the EEA copy machine for a minimal charge based on the maintenance contract expense.
3. EEA staff may volunteer personal time on behalf of members but shall not provide services beyond the scope of their job description, during contract time.

POLICY 10: MAIL DISTRIBUTION

General distribution of EEA mail shall occur as needed. Association representatives will be notified when there is mail, and shall be the couriers for their respective sites, unless distributed via mail, through the district mail system, or delivered to the site by a representative of the EEA.

POLICY 11: CELLULAR PHONE

EEA shall provide the president and office manager up to \$100 per month towards a cellular phone service which may be used for both EEA work and personal business. Similarly, the VP will be reimbursed for a cell phone service plan. The VP reimbursement shall not exceed \$50 per month (\$40 plan plus taxes).

POLICY 12: SCHOOL BOARD ELECTIONS

The EEA President, with advice and consent from the Executive Board, shall appoint a school board ad-hoc EEA WEA-PAC committee during each school board election year. This committee shall meet at least once after the filing deadline for school board candidacy to decide if they wish to recommend to the WEA-Riverside WEA-PAC Committee that the endorsement questionnaire and interview process be done for any Evergreen School Board Positions. The EEA President shall ask the WEA-Riverside WEA-PAC chair(s) to appoint the ad-hoc EEA WEA-PAC committee as the official WEA-PAC committee to conduct the process and make the official recommendation(s) for endorsements.

The President may promote, to the membership, a school board candidate if:

1. They were endorsed by the WEA-PAC committee, or
2. They were by way of a vote of 2/3rds of those voting at a Representative Council meeting, recommended by the Representative Council for election.

POLICY 13: CBA WAIVER APPROVAL CRITERIA

Employees and administrators may jointly request that the District and the Association waive specific requirements of the Collective Bargaining Agreement.

A. Such a request must be for the purpose of program improvement.

B. Such a request must include:

1. Reference to the specific provisions of the Agreement requested to be waived.
2. Evidence of both employee and administrator participation in a inclusive decision-making process.
3. Decisions to proceed with waiver request will be made by the Association Executive Board, per Bylaw Article V Section 6
4. Rationale attesting to the need for the waiver;
5. Timelines;
6. Costs (if applicable);
7. Effect of waiver on other areas of the Agreement.
8. Agreement by at least 90% of the members at the site by secret ballot.

C. The EEA Office will generate the ballot. All members at a site must be given an opportunity to vote. A missing vote is a vote against the motion.

D. The duration of the waiver may vary according to individual site needs, but the duration will not exceed the end of the current school year.

POLICY 14: CODE OF ETHICS

The Code is a set of fundamental values to guide the officers, employees, and rank-and-file members in their day to day decision making and conduct. It is intended to express the EEA's values and guiding principles. The Code shall apply prospectively to guide the future conduct of the EEA, its officers, employees and members. The Code is meant to complement the EEA Constitution and Bylaws and other rules of conduct, not substitute for them.

The officers of the EEA have a duty to exercise their authority solely on behalf of and for the benefit of the EEA and its members. These officers must set aside their personal interests and act in the best interests of the Association and its members. Officers should avoid conflicts of interest between the needs of the Association and their own personal interests. Officers should report any real or potential conflicts of interest to the Executive Board of the EEA.

It is understood that the Evergreen Education Association members shall treat all others with the utmost professional regard, exhibit civil behavior and ensure their conduct reflects positively on the Evergreen Education Association.

A. Fiduciary Duties: Union funds are held in trust for the benefit of the membership. The membership is entitled to assurance that their funds are spent for proper purposes. The membership is also entitled to be reasonably informed as to how union funds are invested or used. This will be accomplished through monthly budget reports to the Representative Council.

The EEA should not permit any of its funds to be invested or expended in a manner which results in the personal profit or advantage of any officer or representative of the Association.

Vendors shall be selected per EEA Policy 8. Knowingly paying excessive amounts for goods or services is a breach of fiduciary duty. In selecting a vendor, comparison shopping may be necessary; cost is not the sole criterion. It is not necessary always to select the cheapest provider of goods or services if other factors such as experience and dependability of the vendor and/or quality of the product outweigh cost.

B. Democratic Practices: Members shall feel free to participate fully, without fear, abuse, or intimidation in all Association affairs. The Association Officers shall ensure either directly or through delegation to others that operations are conducted in a democratic and fair manner.

POLICY 15: PUBLIC TECHNOLOGY

A. Use of Home Email

1. Notices sent to home email recipients will be blind copied to preserve the integrity of the list.
2. Home email will not be sold to public entities or used for commercial purposes.
3. The Association will share home email addresses with affiliates WEA, NEA, and UniServ.

B. Social Media Networking

1. Social media networks in the name of the Evergreen Education Association shall be administered by the President of the Association, or their designee(s).
2. The purpose of establishing a public social media network shall be to communicate Association interests and education issues with the community.
3. A private EEA "Members Only" option may be utilized, but must be a secure site for members to communicate confidentially with Association officers. Membership will be confirmed prior to acceptance by the site administrator.

4. The President shall record and secure all passwords to social media accounts.
5. Any outgoing President or dismissed designated administrator must immediately, upon no longer being an EEA President or designated administrator, cease to publish on social networks in the name of the Evergreen Education Association and must give administrator access and/or turnover any passwords to the current EEA President of any social networks administered in the name of the Evergreen Education Association.

POLICY 16: BANKING PROTOCOL

The signatures of two officers, who are authorized signers on the account, shall be required on each check issued by the Association.

- A. One of the signatures on each check issued should be that of the Secretary/Treasurer except in times where generally accepted expenses need to be paid in a timely manner where the Secretary/Treasurer is unavailable for signature.
- B. At the discretion of the executive board, credit cards, for doing association business, may be issued to the President, the Secretary/Treasurer, and the Office Manager. The EEA credit card bill shall be paid in full, each month, unless the process for taking on loans or credit outlined in the EEA governing documents was implemented.
- C. Credit Card Use
 1. Cards may be used, with approval from the Secretary/Treasurer, for any regularly accepted charges that happen on a predictable basis (ie: Monthly, Quarterly, Yearly).
 2. Cards may be used, with the approval of the Secretary/Treasurer or President, for any non-regularly occurring and generally acceptable charges that follow the budgetary protocol outlined in the EEA governing documents. (ie: meal expenses, office supplies, expenses during travel, etc.)

POLICY 17: STAFF CONTRACTS

- A. All EEA dues dollars applied to staff salaries and benefits shall be negotiated directly with EEA and approved by the Executive Board.
- B. The Executive Board shall approve the hiring and contractual obligations of any staff funded wholly or in part by EEA dues dollars.

POLICY 18: EEA WHISTLEBLOWER POLICY

(Adapted from the WEA riverside policy and the WEA policy manual)

EEA officers and staff are obligated to comply with all relevant legal requirements in carrying out their responsibilities. A failure to meet this obligation – whether intentional or inadvertent – can have adverse consequences for the reputation and operation of the evergreen education association. The purpose of the whistleblower policy (“WB policy”) is to establish a procedure by means of which any such failures (or suspected failures) can be brought to the attention of WEA, so that appropriate corrective action can be taken.

A. Definitions

As used in the WB policy, the following terms have the meanings indicated:

- 1) The term “misconduct” means an action taken by an official in carrying out his or her responsibilities that is in violation of a legal requirement.
- 2) The term “officer” means the president and officers described in the constitution article iv. Staff shall be those employed by the evergreen education association.
- 3) The term “person” means a member of an employee of or a consultant or vendor who does or seeks to do business with.
- 4) The term “WB officer” means the person who is responsible for the implementation of the WB policy.
- 5) The term “whistleblower” means a person who notifies the WB officer of an action that they have reasonable cause to believe constitutes misconduct.

B. WB officer

The WEA general counsel 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 WEA executive committee. The WEA executive committee shall recommend to the WEA board of directors such modifications in the WB policy as it may from time to time deem appropriate.

C. Notifying WEA of alleged misconduct

- 1) Any person who has reasonable cause to believe that an officer or staff member has engaged or is about to engage in misconduct, should notify the WB officer in writing or alternatively as noted below. 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 mandate, reveal the whistleblower’s name. If the person (the whistleblower) chooses, the notice can be made anonymously through a hotline established by the WEA. If the WB officer is unavailable, and the whistleblower believes that a delay in providing notification can have adverse consequences for or WEA, they may notify the WEA CFO, who shall as soon as possible thereafter turn the matter over to the WB officer.
- 2) The WB officer shall conduct an expeditious investigation of the alleged misconduct and shall submit to the WEA executive committee a written opinion setting forth its conclusions as to whether the officer or staff member has engaged or is about to engage in misconduct, and if so, what should be done to correct the situation.
- 3) After consulting with the WEA executive committee, the WB officer shall arrange for such action to be taken as he or she deems appropriate to correct the situation.
- 4) 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 WEA executive committee, shall arrange for appropriate disciplinary action to be taken against that person.

D. Protection of person who provides evidence of alleged misconduct

- 1) Except as otherwise provided in section iii (d) above, no person shall be subject to any form of direct or indirect retaliation by an official, a employee, or other representative because they (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.
- 2) 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 officer, employee, or other representative has engaged in retaliation, the WB officer, after consulting with the WEA executive committee, shall arrange for appropriate disciplinary action to be taken against said an officer, employee, or other representative.

E. Miscellaneous

- 1) Nothing in the WB policy shall be interpreted or applied to deprive any person of any right that he or she may have under the governing documents, the WEA governing documents, a contract with, or a statute. To the extent that the WB policy is inconsistent with any such right, the right in the governing documents, contract with, or statute shall take precedence.
- 2) Any person who believes that an officer or staff member 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.
- 3) 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.
- 4) 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 WEA CFO.

Hotline (to be shared quarterly in the newsletter)

The WEA has contracted with an outside firm called "the network" to administer a "hotline" phone number to receive notice of misconduct. The number is 800-884-1257. Any persons and/or members should be encouraged to contact the WB officer directly but can use this number if they would prefer to do so.

Policy 19: DOCUMENT RETENTION SCHEDULE

Document Type	Destruction
Accident Reports and Claims	7 years
Accounts Payable Ledgers and Schedules	7 years
Accounts Receivable Ledgers and Schedules	7 years
Audit Reports	Never
Bank Reconciliations	Never
Bylaws and Charters	Never
Calendars of employees who lobby, work with WEAPAC or work regarding political contributions	5 years
Campaign or Political Records	5 years
Cash books	Never
Charts of Accounts	Never
Checks (cancelled except as noted below	7 years
Checks – Cancelled for important payments ie taxes, purchases, etc.	Never
Contracts and Leases (expired)	7 years after expiration
Correspondence (routine) with customers and vendors	1 year
Correspondence regarding building (maintenance)	7 years
Correspondence (general)	3 Years
Correspondence (legal and agreements with HR)	Never
Deeds, Mortgages, and Bills of Sale	Never
Depreciation Schedules	7 years
Duplicated Deposit Slips	1 year
Employee Personnel Records (after termination)	7 years
Employment Applications	7 years
Employee Tax Records (income tax, FICA, Unemployment)	7 years
Expense analysis and expense distribution schedules	7 years
Financial Statements (end of year trial balances)	Never
General Ledgers (end of year trial balances)	Never
Insurance Policies (expired)	3 years
Insurance record, current accident reports, claims, policies, etc)	7 years
Internal reports (misc.)	2 years
Invoices to customers	7 years
Invoices from vendors (non-equipment or building related)	7 years
Member Working files	7 years
Minutes of meetings (including but not limited to shared building, bargaining, council, board, etc.)	15 years or as Curated for Historical Purposes*
Payroll records and summaries	7 years
Property appraisals by outside appraiser	Never
Property records – including cost, depreciation reserves, end of year trial balances, depreciation schedules, blueprints and plans, appraisals	Never
Purchase orders	3 years

Tax returns, worksheets, revenue agents' reports and other documents relating to determination of income tax liability	7 years or as required by IRS (Filings Tax return keep indefinitely)
Time sheets/Activity reports	7 years
Trademark registrations	Never
Voucher register and schedules	7 years
Vouchers for payments to vendors, employees, etc. (includes allowances and reimbursement of employees, officers, etc. for travel expenses)	7 years
As documents become available digitally, these timelines may be extended.	

Policy 20: RECOGNITION

Recognition funds, as determined by the budget adoption by Rep Council, will be awarded as noted below.

- A. Retirees. EEA encourages each site to establish a meaningful way to honor their retiring members or those eligible who separate from service that includes all who wish to honor and celebrate their career in education. The retiree may choose, instead, to receive \$250 in lieu of the following reimbursements, after informing the EEA prior to other arrangements being made. A gift, not to exceed \$150, and assistance with the party costs, not to exceed \$100, may be provided by EEA. If the budget allows, members whose years of service in Evergreen and age total 75 will be given the same accolades as a retiring member. Prior approval by EEA is required. Funds are accessed via a reimbursement form signed off by the head association rep to alleviate duplicate reimbursement requests. Forms are available on the EEA website.
- B. 20-Year Veterans. EEA may acknowledge 20-year veterans in Evergreen by providing a meaningful memento. A certificate of achievement is provided by EEA and will be presented along with the memento at a staff meeting by the representatives at that site.

Policy 21: EEA- Fred Ensman- Virginia Oliver SCHOLARSHIPS

Scholarship dollars, as determined by the budget adoption by Rep Council, will be awarded by the EEA Scholarship Committee. Applications are due the last Friday in the month of April. Dependents of EEA members seeking undergraduate degrees are eligible to apply. Typically, EEA awards one \$500 scholarship for every 100 FTE members. Scholarship Committee members score the applications individually considering criteria such as academic excellence, involvement in school and community, financial need, written communications, and overall impression on a scale of 1-10 with 1 being lowest and 10 being highest number of points possible. The overall score is reduced by 5 points for each time the applicant was a previous recipient. The overall score is increased by 5 points for active involvement of the parent in EEA by serving on committees, as an association representative, or other leadership capacities. The Scholarship Committee members then compare their scores and designate the recipients and alternates. All applicants will receive a letter informing them of their status. Recipients will provide their student ID number and institution attending no later than August 15. Failure to respond results in forfeiture of the scholarship to the alternate. The scholarship check is then sent to the financial aid/scholarship office of the institution.

Policy 22: EEA- John R. Zavodsky Student Activist Scholarship

1. A single \$1,000 Student Activist Scholarship will be awarded annually by the EEA Scholarship Committee if the budget allows. Qualifying activities are not limited to the current school year.
2. Selection: Nominations can be made by any active member, with some encouragement towards nominations by HS counselors. Nominations and completed applications are due the second Friday in the month of April. Scholarship Committee members score the nominations / applications individually considering the following criteria:
 - Organizing Skills
 - Speaking "Truth to Power"
 - Advancing equity and justice
 - Sharing their vision and plan for continued improvement/change
 - Leadership
3. Each nominee will be rated in each of the above criteria on a scale of 1-10 with 1 being lowest and 10 being the highest number of points. The Scholarship Committee members then compare their scores and designate the recipient and any alternates. All nominees/applicants will receive a letter acknowledging their work and informing them of the outcome by May 6th.
4. The award will be presented at the start of the May Representative Council meeting. The scholarship recipient will be allowed to speak to the council, if desired, or may have a spokesperson speak for them.
5. Recipients will provide the name and contact information for the institution/trade organization they will be attending and a valid student ID number or other verification no later than August 15. They may decline the award at any time up to the August deadline and the next alternate will be named. Failure to respond by the deadline results in forfeiture of the scholarship to an alternate unless extreme circumstances are brought to the June Executive Board meeting. Upon validation and unless declined, the scholarship check will be sent to the financial aid/scholarship office of the institution/ trade organization submitted. Any alterations to this process must be made by the June Executive Board meeting.

Appendix A

Policy 5 Conduct and Attendance Agreement

I, _____, a member of the Evergreen Education
(Please print)
Association, will be attending the following conference/event:

I will fulfill the required duties of the event in its entirety as per Conduct and Attendance Agreement, Policy #5.

- 1. I understand that while at an EEA sponsored event, function, or activity, I will ensure my conduct reflects positively on the Evergreen Education Association.**
- 2. If at a Representative Assembly, I will attend all business sessions, and fulfil the entire required duties of the event as well as adhere to the NEA RA and WEA RA standing rules. I understand that, except for reasonable stretch breaks, or emergencies as noted in Policy 5.4.c, I must be on the floor during all business and voting times. Exceptions to this policy are sickness, emergencies, unforeseen circumstances, or to conduct association business.**
- 3. If I am unable to attend an event due to unforeseen circumstances, I will notify the EEA Office or President as soon as possible.**

If I fail to comply with the above stated Conduct and Attendance Agreement, as determined by the Executive Board, I understand that I may be required to submit partial or full restitution to the Association and/or may not be allowed to attend future EEA sponsored events.

Signed (Name)

Date