POLICIES AND PROCEDURES

**I. VOUCHERING SYSTEM**

A.  All expenditures for which a council member seeks reimbursement shall be submitted for payment on a voucher within one month of incurring expenses.

B.  All vouchers shall state the reason for the charge.  If the charge is for meals, the voucher shall state whom the meals were for.

**II.  TRAVEL EXPENSE REIMBURSEMENTS**

A.  The Oak Harbor Education Association shall reimburse individuals for mileage, meals, and any other expenses incurred while carrying out appointed Association duties--provided, however, that a voucher is submitted stating the date, assigned duty, and expenses.

B.  Any Committee or Commission member is entitled to submit a meal voucher provided the Committee or Commission meeting was held during or extended through the meal period.

C.  Oak Harbor Education Association Representatives to Uniserv meetings shall be reimbursed mileage.

**III.   ASSOCIATION LEAVE / RELEASE TIME**

A.  Association release time shall be granted by the President to him/herself and to members as deemed necessary to carry out Association business.  Association release time shall be verified by a letter with copies to:

1. one copy to the District Office

2.  one copy to the OHEA Treasurer

3.  one copy to the individual on Association leave

B.  This letter may be replaced by the standard *Absence from Duty* form if the OHEA Treasurer's copy is initialed by the OHEA President.

**IV.  PROFESSIONAL MEETINGS / REIMBURSEMENTS**

A.  A member of the Association shall be reimbursed for fees, travel, meals, and lodging when attending any workshop or conference affiliated with WEA or Uniserv provided that person is a designated delegate from OHEA

**V.  MOTIONS**

A.  All motions before the Council shall be in writing, stating the name of the maker of the motion as well as the motion.

**VI.  MEETINGS**

A.  Representative Council meetings shall be normally scheduled at a time and a place designated by the President, but no less than once every other month.  The monthly Executive Board meetings shall be normally scheduled for one day in each month of the school year at a time and a place designated by the President.  The President shall present a calendar designating the dates of these meetings for approval by the Representative Council at the September Representative Council meeting each school year.  The President may, in cases of extenuating circumstances, change the meeting dates by directing the Secretary to notify members of said change.

**VII.  NOTIFICATION OF MEETINGS**

A.  The Association Secretary shall notify all Council members by school mail, at least three days in advance of all regular Council meetings.  Said notification for all regular Council meetings shall include an agenda.

**VIII.  COMMITTEE REPORTS**

A.  All committee reports should be submitted in writing.  In the case of exceptions, a report can be given orally only if it is brief enough that the secretary can record its complete substance in the minutes as he/she hears it given - which he/she must do if no written copy is submitted for file.

**IX.  DELEGATES TO WEA/NEA REP. ASSEMBLY**

A.  All delegates shall be elected apart from any office.  Elected officers of the Uniserv Council will serve as alternates to the WEA-RA, with additional alternates or substitutes being selected at the discretion of the President.

B.  The delegates to NEA Rep. Assembly are elected for a one year term.

C.  Since funded positions to WEA/NEA Representative Assembly represent a significant investment by the Association, elected delegates are expected to actively represent the Association at those assemblies and are also expected to play an active role in Association activities.  These expectations will include a commitment to remain actively involved in the Association for the year following attendance at the Rep Assembly by serving as a Building Rep, a Uniserv delegate, Negotiator, OHEA committee member, OHEA officer or in some other active capacity.  Upon return from WEA/NEA Representative Assembly meetings, delegates shall report on those meetings and activities to Rep Council.  All nominees running for these positions should keep these expectations in mind as they seek election to such a position.

D.  (See policy on nomination notification)

E.  WEA delegates are provided payment for meals and incidentals at the in-state rate set by WEA.  NEA delegates are provided payment for meals and incidentals at the out-of-state rate set by WEA.  Travel expenses are paid for by OHEA.  However, WEA and NEA-RA expenses are dependent upon the financial status of the Association and may be reduced or not provided.

F.  RA delegates with guest(s) will be responsible for their own travel and lodging.  An RA delegate with guest(s) will be reimbursed at half of the double-occupancy hotel rate selected by the Association and for travel costs equal to that paid by the Association for a single RA delegate.

G.  OHEA delegates to the NEA and the WEA representative assemblies are expected to attend all regular sessions of the RA(s). Individual delegates should arrive and leave the RA(s) with the OHEA delegation.  Delegates who choose to stay after the delegation leaves are responsible for any charges incurred.

**X.  LEADERSHIP HONORARIUMS**

A.  Leadership honorariums shall be paid to members performing extensive duties on Association business

B.  Leadership roles to be paid an honorarium include:

1.  Head Negotiator

a.  December:  $750; June:  $750

2.  Grievance Chair

a.  December:  $500; June:  $500

3.  Negotiations Secretary

a.  December:  $250; June:  $250

4.  Co-Negotiator/Grievance Team Member/Mediator/Political Action Team Member

a.  December:  $200; June:  $200

5.  Executive Board Member

a.  $40 at the end of each Executive Board meeting

6.  Treasurer

a.  1 day released time per month or equivalent in compensation for 1 day's substitute cost

7.  Committee/Commission Chairperson

a.  December:  $100; June:  $100

8.  Committee Member

a.  December:  $50; June:  $50

9.  Delegate to the Representative Council

a.  $40 at the end of each Rep Council meeting

b.  plus an additional amount of $50, payable by the end of the student school year and only if a Rep has attended all meetings throughout the school year

10. Delegate to the Uniserv Council

a.  $40 at the end of each meeting attended for which a report is provided

b.  plus mileage for no more than two delegates

11. Webmaster
a.  December:  $675; June:  $675

12. Vice President

     a.  $40 per School Board meeting attended for which a report is provided

13. Mediator

     a.  December: $200; June: $200

**XI.  OHEA CHILDREN’S FUND**

A.  The Association may establish and support a “Children’s Fund” intended to provide resources, as available, for needy students within the district.  This fund shall be held in a separate bank account with  authorized access for disbursement by the OHEA President or the OHEA Treasurer.  Except by official action of the OHEA Executive Board, disbursement of these funds shall be authorized by an oversight committee composed of a Chairman and two additional members appointed by the President.

B.  The Children’s Fund Committee shall review requests from OHEA members and recommend disbursement of funds to the OHEA President.  The Committee shall establish guidelines for determining the criteria for access to the Children’s Fund.  Unless determined otherwise by the Executive Board, funds shall only be used to address the specific need of a student in the Oak Harbor School District as requested by an active OHEA member.  All such requests shall be in writing and directed to the OHEA Children’s Fund Committee.  Disbursements shall normally be limited to $100 per request.

C.  Activities designed to raise funds in addition to those budgeted within the official OHEA budget may be established by direction from Rep Council.

**XII.  INTERNAL CONTROL**

A.  It is the responsibility of the Rep. Council and Officers to safeguard assets of the Association.

1.   The Treasurer shall be bonded for no less than $15,000.

2.   Income shall be logged to the journal and deposited to Association accounts.

3.   The bank deposit validation slip totals shall match log sheet totals.

4.   Vouchers must be submitted for reimbursement.

5.   Vouchers must include:

a)  name of person,

b)  itemized expenses, and

c)  totals.

6.  All disbursements shall be made by check except petty cash items; supporting documents must be kept for cash disbursements.

7.  Pre-printed check numbers shall be used.

8.  A person or committee of persons other than the bookkeeper (Treasurer) shall receive bank statements directly from the bank. The bank statement shall be reconciled.

a)  validation of deposits and income

b)  validation of disbursements and vouchers

c)  notation of checks outstanding

d)  verification of balances

9.  The Treasurer shall report budget status at each meeting of Rep. Council and Executive Board.

**XIII.  PRESIDENT**

A.  The Association will reimburse the President for business miles and meals when appropriately vouchered at the same rate as reimbursed by WEA or SPI,  whichever is greater.  Business miles and meals are defined as: from home or school to an activity deemed necessary and return to home or school with meals as part of the activity.

B.  The President may designate members as representatives to meetings, conferences, workshops or other activities which unit representation is deemed necessary or appropriate by the President.

**XIV.  GRIEVANCE PROCEDURE**

A.  A member who has a possible grievance shall first contact his or her building rep for assistance at the informal Step One level of the grievance procedure.

B.  If the matter is not resolved at Step One, the member or building rep will contact the President for a referral to the Grievance Committee.

C.  The Grievance Committee will investigate the matter and follow Step Two of the grievance procedure in the Negotitated Agreement.

D.  If the matter is not resolved at Step Two, the grievant, at least one member of the Grievance Committee, and the President (or his designee) will implement Step Three and Four of the grievance procedure.

E.  The Executive Board shall decide whether a grievance will go to step 5, arbitration.

F.  The President, with the approval of Executive Board and/or Rep Council, reserves the right to file grievances on behalf on the Association when it is warranted.

**XV.  NON-POLITICAL SUPPORT**

A.  The Rep. Council of OHEA may elect to provide financial support for non-political reasons.  Non-political reasons would include but not be limited to:  Special Olympics, disaster relief, other Associations on strike.

**XVI.  SCHOLARSHIPS**

A.  A one-time scholarship to higher education shall be awarded to qualified sons, daughters, or dependents of OHEA members. Qualified applicants must:

1.  Have a current cumulative scholastic achievement of 3.25 or better.  Applicants who have been enrolled in a higher education program for at least one grading period may not use their high school G.P.A.

2.  Have submitted their applications to the Executive Board no later than April 1st of the current year.

B.  Scholarship amounts will be determined by the number of qualified applicants and the budgeted scholarship fund.

C.  In the event no qualified dependent of an OHEA member has made application or meets the criteria for a scholarship, the Executive Board of OHEA will make recommendation as to the use of that year’s scholarship fund.

**XVII.  SEMI-ADMINISTRATIVE POSITIONS (Administrative Interns)**

A.  Represented members who assume responsibilities of an administrative nature in conjunction with District supported administrative intern/training programs shall resign from all OHEA leadership positions such as:

1.  any elected position as an Association Officer;

2.  any appointed or elected position within the Association designated as an Executive Board position;

3.  chairmanship of any standing or special committee or commission; and/or

4.  membership on the Negotiations Committee.

B.  Discretionary duties and responsibilities may be carried forward so long as the member is willing and able to do so, and the individual members directly involved desire the consistency such a continuation in duty or responsibility would afford.

C.  However, since it is clearly the intent of the Association to seek its own and its members best interests in these situations, deviations and exceptions from these requirements may be granted by the Executive Board upon request by the individual member on a case by case basis.

**XVIII.  FAIR REPRESENTATION**

A.  The local Association should establish a clear policy and publicize it to all employees of the unit regarding the representation of bargaining unit members.

1.   Example:

a)  The Oak Harbor Education Association shall represent all unit employees fairly and shall not discriminate on the basis of membership or non-membership affiliation, race, creed, religion, color, national origin, marital status, sex, or age.

b)  The Association shall insure all members access to the Grievance Procedure as negotiated in the Collective Bargaining Agreement and make all reasonable efforts for redress or remedy for the grievant up to and including the 5th level.

c)  Further, the Association shall proceed to binding arbitration level 5, those grievances recommended by the Executive Board and that are within the limitation of available moneys.

B.  The Association need not take to arbitration a grievance it considers in its good faith judgment to be without merit.  However, the Association should carefully document its good faith, for example, the member could be sent a letter reading:

1.  *The Oak Harbor Education Association has considered the merits of your grievance and since it involves a difficult issue, we have requested an opinion from our Uniserv Staff. S/He has analyzed all of the facts and applicable cases, and it is his/her judgment that the grievance is without merit.  We in turn have reviewed your grievance and it is our decision not to proceed to arbitration.  The Association on advice of staff believes the decision has been reached in good faith and the Association is not acting in an arbitrary or discriminatory manner.*

C.  Reasons why a grievance may not go to arbitration:

1.  Grievance has a minimal impact on the bargaining unit.

2.  Chances of winning are small or non-existent.

3.  Total effect of winning could hurt the rest of the bargaining unit.

4.  Intent of contract provision would be clearly violated.

5.  Insufficient funds.

**XIX.  PRESIDENT'S DAILY TIME RECORDS**

A.  The President shall keep accurate records of time and activities spent on Association business.  Times must be logged on a daily basis using a standard form as follows which includes the designation of categories of chargeable, non-chargeable, and allocated activities.  It is intended that the format of such a time report form and designated categories shall conform to WEA recommendations for such record keeping to comply with provisions and requirements for the appropriate collection of agency fees from agency fee payers.  Modification to the form and categories may be made as recommended by WEA in the future.  These time records shall be available for review at all Executive Board and Representative Council Meetings and shall be used for calculating and reporting Association chargeable and non-chargeable expenses on an annual budget report to be submitted to WEA or interested members or agency fee payers upon request.

**XX.  CHARITABLE CONTRIBUTIONS**

A.  An account for charitable contributions shall be included in the budget, subject to Executive Board recommendation and Rep Council approval.

B.  Requests for charitable contributions must be addressed to the Executive Board in writing and received at least 30 days before the requested distribution.  In emergency or special situations, the Executive Board may waive the time requirement.

C.  Preference shall be given to requests that benefit local charities.

D.  Charitable contributions shall normally be in the amount of $100 for each request.  Requests exceeding this amount require Rep Council approval

**XXI.  OHEA ELECTIONS: NOTIFICATION OF NOMINATION AND CAMPAIGN STATEMENTS**

A.  Following nominations for OHEA officers and NEA/WEA Representative Assembly delegates, the elections committee shall notify nominees of their nomination in writing.  This notification shall include a summary of expectations regarding NEA/WEA delegates as stated in the OHEA Policies.  This notification shall also inform each candidate that biographical/campaign statements of 100 words or less may be submitted along with their notice of acceptance of a nomination or delivered to the elections committee chair by the date such acceptance notification is due.  The elections committee shall publish these statements and distribute them along with the official ballots during election week.

**XXII.  CLASSIFIEDS GUIDELINES**

A.  Classified ads are accepted and posted according to these guidelines:

1.  We take ads at no charge.  Ads are posted online.

2.  We only accept ads in written form by using the online form at the Association's website.  Phoned-in and emailed ads are not accepted, except for pictures.

3.  We typically allow anyone who is an employee of the district, or has some kind of connection to the district (spouse, partner, etc.), to run an ad.

4.  Ads run for one week and are posted at the Association's website.  Ads can be renewed. To renew an ad, you must resubmit the ad using the online form.

5.  As a rule, OHEA Classified Ads is intended to facilitate the sale of personal items between parties and for solicitation by small home-run businesses as recognized by the IRS. OHEA Classified Ads is not designed for larger scale business promotions because the OHEA Classified Ads is distributed via the school District's resources--and these tax-supported resources cannot be used to compete with the private sector.

6.  Ads are subject to approval by the Executive Board, but are usually screened and approved by the President or designee.

7.  OHEA is not responsible for misprints.  If there is an error in your ad, please let us know what the error is and we can fix it.

8.  OHEA is not responsible for issues surrounding the sale, giveaway, or exchange of goods and services made possible by the OHEA Classifieds.

9. OHEA Classified Ads will accept hyperlinks to websites, however we do not accept attachments to the ad, except for pictures.

**XXIII.  CONFLICT OF INTEREST POLICY (**[**see linked signature copy**](http://www.oheaonline.org/governance/forms/conflict_of_interest.doc)**)**

A.  The purpose of this conflict of interest policy is to protect the Association’s interests in financial dealings with members in transactions or other situations that might adversely affect the Association. It being one of the obligations of the Officers and Executive Board of the Association to carry out their Association responsibilities in a manner that is consistent with the stated purpose of the Association in Article II of the Association Constitution and to take no action in the course of their involvement in the Association that could be detrimental to the Association’s stated purpose.

B.  Guidelines for Determining Possible Conflicts of Interest – This policy supposes that potential conflicts of interest may confront the Officers and Executive Board of the Association and may include difficult and ambiguous issues. While not all-inclusive, the following situations describe circumstances where conflicts might arise, or give the appearance of a conflict of interest. In order to assist those involved with Association activities to understand and evaluate actual and potential conflicts of interest, as well as situations that give rise to the appearance of conflict, members concerned with potential conflicts of interest and the Association’s Executive Board shall answer the questions below. The Executive Board, in reviewing whether to determine how to proceed with an actual or a perceived conflict of interest, will consider the answers to the following questions in making their decision. If a particular scenario is not addressed, the Executive Board shall consult with, and solicit the advice of, the Association’s legal counsel, outside auditors, and/or UniServe Director for assistance in analyzing the relevant issues.

1.  Hiring individuals who are close relatives of an Officer, Executive Board Member, or other person in a position of influence or authority in the Association.

a)  Is the position or job integral to the success of the Association?

b)  Have all Association policies and procedures relevant to the position or job been complied with?

c)  Can this position or job be structured so that the covered person has no supervisory responsibilities with respect to the close relative without disrupting the Association’s business?

d)  Will the covered person play any role in the hiring process?

e)  Does this close relative have a unique expertise such that the service he or she offers cannot be obtained elsewhere?

f)   What are the alternatives if the close relative is not employed by the Association?

g)  Has the Association weighed the benefits and risks of hiring the close relative?

h)  How will this appear in the eyes of the public when tested against the value of integrity beyond reproach?

2.  Contracting for products or services who are close relatives of an Officer, Executive Board Member, or other person in a position of influence or authority in the Association.

a)  Is the product or service integral to the success of the Association?

b)  Has the Association taken appropriate measure to ensure that the Association obtains the best market price for the product or service?

c)  Has the Association received independent verification of the quality of service or products being acquired or provided by the covered person?

d)  Will the management of the delivery of the service or product within the Association be supervised by the covered person?

e)  How with this appear in the eyes of the public when tested against the value of integrity beyond reproach?

C.  Other Considerations – In evaluating conflict situations to determine an appropriate course of action, the Association will be guided by the following criteria and considerations:

1.  Compliance with the letter and spirit of all applicable laws relevant to all parties to the transaction.

2.  Adherence to Association policies and procedures.

3.  Ability act within the scope of the Association’s values such as integrity beyond reproach.

4.  Transparency

5.  Financial and other benefits to the Association.

6.  The nature and extent of risk to the Association.

7.  The availability of other alternatives.

8.  The ability to mitigate risks to the Association and financial or other benefits that may accrue to the covered person.

D.  Since outside interactions carry with them an increased potential for conflicts of interest, it is important to understand the following points

1.  Many conflicts that are properly disclosed can be adequately managed with no detriment to the reputation, integrity, or position of the Association and the member.

2.  In most cases problems associated with actual or perceived conflicts of interest or commitment do not arise from conflicts as such, but rather are the result of a failure to openly acknowledge and actively manage them.

3.  It is important to outline the process for identifying, assessing, and managing potential conflicts to assure that both the integrity of the Association and the activities of its Officers and Executive Board members are protected.

E.  Determination Procedures - The Executive Board, in reviewing whether to proceed with investigation of an actual or a perceived conflict, will request that a covered person involved in the actual or perceived conflict make a presentation an Executive Board meeting. After disclosure of the material facts and follow up discussions with the member, the Executive Board will discuss the matter and make a determination as to whether a conflict of interest does, or does not, exist.

F.  Resolution Procedures – If the Executive Board determines that a conflict of interest exists, the member may make an additional presentation of the facts and circumstances regarding the actual or proposed transaction or arrangement to the Executive Board. The President shall appoint an Executive Board member to investigate alternatives to the actual or proposed transaction or arrangement. After exercising due diligence, the Executive Board shall determine whether the conflict can be eliminated by the Association by obtaining a comparable result for the transaction or arrangement with a person or entity that would not give rise to a conflict of interest. If a comparable transaction or arrangement is not reasonably attainable from a person or entity that would not give rise to a conflict of interest, the Executive Board shall review the matter utilizing the guidelines under XIV, A, 1, & 2 of this policy for evaluation. Upon review of the matter, the Executive Board shall determine by vote whether the transaction or arrangement is in the Association’s best interests and for its own benefit and whether the transaction is fair and reasonable to the Association. The member being excluded from any vote relating to the proceedings.

G.  Procedures for Board Identified Violations – If the Executive Board becomes aware of an instance or has 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 require the member to provide details of and explain the alleged conflict of interest and the related failure to disclose the alleged conflict. Upon review of the situation and response by the member, the Executive Board shall determine if further investigation is warranted given the circumstances. If upon further review of the situation, the Executive Board determines that the member in fact failed to disclose an actual or possible conflict of interest, it shall take corrective actions it deems appropriate an necessary and in compliance with applicable statutes.

1.  Procedures for Documenting the Proceedings – The minutes of the Executive Board proceedings shall contain all relevant facts to the situation, including…

a)  actions taken by the Executive Board to determine whether a conflict of interest was present;

b)  the Executive Boards determination as to whether a conflict of interest in fact existed;

c)  alternative transactions or arrangements presented to the board, and

d)  the content of the Executive Boar’s review relating to the guidelines for evaluation as described in XIV, A, 1, & 2 of this policy; and the outcome of the Executive Boards vote.

2.  Disclosure Responsibility – In connection with any actual or perceived conflict of interest, or in consideration of any proposed arrangement or transaction, members must disclose the existence and nature of his or her own conflict of interest and must disclose all material facts to the Executive Board for their consideration.

H.  Other issues

1.  Compensation Related Voting Abstentions – In order to prevent an actual or perceived conflict of interest, a voting Officer and/or member of the Executive Board who receives compensation, directly, or indirectly, from the Association shall not move, second, discuss, debate, or vote on matters pertaining to his or her compensation that come before the governing bodies of the Association.

2.  Annual Acknowledgement by covered persons, i.e., Officers and voting members of the Executive Board. Each covered person shall annually sign an acknowledgement statement affirming that he or she…

a)  has received a copy of this Conflict 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 not-for-profit organization and that in order to maintain its federal tax exemption it must engage in activities that accomplish its tax exempt purpose in compliance with relevant statues governing same.

**XXIV.  PROCEDURES**

A.  Norms of Operations (based on Sturgis Rules of Order)

1.  Motions must be made in writing on a motion form at the meeting or emailed ahead of the meeting to the chair.

2.  Motions from the leadership will be made by the co-President not presiding over the meeting and seconded by another officer, usually the Vice-President.  Other motions shall be made and seconded by any Executive Board member.

3.  Motions will precede debate, questions, or requests for information.

4.  The maker of the motion shall be afforded the opportunity to speak first.

5.  Members wishing to debate shall gain recognition through the chair, who shall keep a list.

6.  Members who have not spoken to a matter shall be given preference to those who have already spoken.

7.  Members are encouraged to be concise and respectful of the limited time available versus the issues requiring attention and action.  A member should endeavor to limit his or her remarks to no more than two minutes.

8.  Members who are discourteous shall be ruled out of order by the chair and shall lose the right to speak to the issue at hand.  If necessary, a member who refuses to conduct his or her discussion in an orderly and courteous manner may be ejected from the meeting by a vote of the Executive Board.

9.  A ruling of the chair can be challenged.  To challenge the chair, a member would move to challenge the chair.  If a majority votes “yes,” then the ruling is overturned; if a majority votes “no,” then the chair’s ruling is sustained.

10. Votes shall be by raising a hand.

11. Common motions:

a)  Main motion

b)  Motion to amend:  If a member wants to change a main motion in a relatively minor way, he or she would move to amend, usually by adding, deleting or substituting words.  Motions to amend must be in writing.  Amendments are voted on separately.  If a motion to amend passes, the amended motion then must be voted on again in its changed form.

c)  Motion to substitute:  If a member wants to offer an alternative action to an issue being considered, he or she would move to amend by substitution.  Motions to amend by substitution must be in writing.  If the motion to substitute passes, the substitution becomes the main motion and must be voted on again.

d)  Motion to close debate.  If a member wants to close debate, he or she moves to close debate.  Motions to close debate require a two-thirds majority.  Generally, these motions should be used sparingly.

e)  Motion to refer or to postpone.  If a member wants to refer a matter to a committee, he or she moves to refer to the appropriate committee.  If a member wants to postpone or table debate, he or she moves to postpone to a certain time. Debate is limited on both motions.  Motions to refer to committee can only be debated regarding which committee, the instructions to the committee, the make-up of the committee, etc.  Motions to postpone can only be debated in reference to time.

**XXV.  AMENDING THE NEGOTIATED AGREEMENT-MOUs**

1. Changes (Memorandum of Understanding) to the Negotiated Agreement that are agreed to during Contract Maintenance by the President shall be reviewed by the Executive and ratified by a vote of the Rep Council, unless the change is specific to an individual only.
2. Any MOU shall only be in effect for the duration of the Negotiated Agreement it amends.
3. MOUs shall be reviewed by the parties at the beginning of bargaining for the new Negotiated Agreement