

# **Vallejo Education Association**

## **Standing Rules**

### **I. General Rules Governing All Standing Committees**

- A. The Association President is a member of all standing committees.
- B. All elected Executive Board Members will chair a committee.
- C. Every Site Representative will serve on at least one (1) committee
- D. Each committee chairperson shall submit a list of tasks and a calendar timeline for the year to the Executive Board and Rep. Council following the second meeting of the committee.
- E. Each Committee Chairperson shall attend appropriate workshops provided by the Association.
- F. Each Committee Chairperson shall submit two reports (first at the December Executive Board meeting and the second at the June meeting) to the Executive Board and/or the Rep. Council.
- G. Each committee shall meet at least four times during the school year or more often as needed.
- H. The President and Executive Board shall consider gender, racial, and ethnic diversity when selecting and ratifying appointments to all VEA teams/committees.

### **II. The Bargaining Team**

- A. The Bargaining Team and such alternates as the Executive Board deems necessary shall be appointed annually by the President subject to ratification by the Executive Board. The Executive Board shall consider grade level, and programs, and diversity when ratifying appointments.
- B. Prior to February 1 or at the conclusion of ratification of any year in which vacancies on the Bargaining Team occur, an interview committee consisting of the President, one (1) member of the Bargaining team, and three (3) members of the Executive Board appointed by the President, shall be created.
- C. Prior to February 1 of any year in which vacancies on the Bargaining Team occur, possible members to the Bargaining Team will be solicited.
- D. Members desiring appointment to the Bargaining Team shall meet the following requirements:
- E. The ability to represent all unit members equally.
- F. The knowledge or the willingness to gain the knowledge of bargaining processes and skills.
- G. The ability to organize thoughts, communicate positions, and argue effectively.
- H. Ability to attend trainings, including CTA Summer Institute.

- I. Vacancies created during bargaining by resignation or inability to serve shall be filled from the list of alternates with approval of the Executive Board.
- J. The Executive Board, by a two-thirds majority, may remove a member of the Bargaining Team and appoint a replacement from a list of alternates.
- K. The duties of the Bargaining Team are to represent and to bargain for the bargaining unit.
- L. The Bargaining Team shall report its activities to the Executive Board in such form and with such frequency as the Executive Board may require.
- M. Agreements reached between the Bargaining Team and the School Board, or its designees shall be considered tentative and not binding upon the Association until such agreements have been ratified by the membership in the appropriate unit unless such ratification shall have been specifically waived or otherwise delegated by that membership.

### III. Contract Support Committee

- A. A Contract Support Committee may be convened as necessary to support the work of the Negotiations Team. The Contract Support Committee may include the following subcommittees:
  - 1 Contract Development Subcommittee
  - 2 Finance Subcommittee
  - 3 Health and Welfare Subcommittee
- B. Contract Development Subcommittee
  - 1 The Contract Development Subcommittee shall include, but not be limited to, one (1) Elementary and one (1) Secondary Director, one (1) Adult School Director, one (1) Childcare/Preschool Director, one (1) Special Education Director, one (1) member each of the Bargaining Team, the Grievance Committee, the Finance Committee, and the Health and Welfare Committee, appointed by the President.
  - 2 The duties of the Contract Development Subcommittee shall include:
    - a Surveying Association members and members of the bargaining unit for the purpose of obtaining information and advice on contract issues.
    - b Evaluating information and advice and reporting conclusions and recommendations on contract issues to the Executive Board.
    - c Preparing initial contract proposals as directed by the Executive Board.
- C. Finance Subcommittee
  - 1 The Finance Subcommittee shall be responsible for providing information on the financial status of the District as required by the Executive Board, Rep. Council, Bargaining Team and Contract Committee.

- 2 The Finance Subcommittee shall be responsible for preparing financial reports as directed by the Executive Board, Rep. Council, Bargaining Team and Contract Committee.
  - 3 The Finance Subcommittee shall prepare a cost analysis of any contract item.
- D. Health and Welfare Subcommittee
- 1 The Health and Welfare Subcommittee shall evaluate and make periodic reports to the Executive Board, Bargaining Team, Contract Committee and Rep. Council on the availability and cost of existing and proposed health and welfare benefit programs.

#### IV. The Organizing/Action Committee

- A. The duties of the Organizing/Action Committee shall include:
- 1 Educating and informing the members of the Association about the issues pertaining to the contract and negotiations.
  - 2 Designing and implementing plans, communication systems and proposals for action by the Association in support of the negotiations and other contract issues.
  - 3 Coordination of all media activities of the Association in conjunction with Communications Committee.

#### V. The Grievance Committee

- A. Shall be responsible for implementing the Association's grievance program.
- B. Shall represent the Association at grievance proceedings whenever a member of the bargaining unit is processing a grievance.
- C. Shall make recommendations to the Executive Board regarding the budget for grievance processing and arbitration costs and shall keep the Executive Board informed regarding the operation of the grievance program.
- D. Shall carefully consider the merits of each grievance and make recommendations to the Executive Board regarding the submission of a grievance to arbitration.
- E. Shall keep a record of all grievances processed and submit copies to Association President.
- F. Shall study the Association's grievance processing program and policies and make recommendations to the Executive Board for maintaining and improving their effectiveness.
- G. Shall be responsible for determining that a grievance representative to assist members of the bargaining unit in processing grievances is selected for each work site within the bargaining unit no later than October 1 of each year.
- H. Shall provide for training, resources, and support for the Association's grievance representatives.

- I. Shall assist all grievance representatives in processing grievances and ensuring that all grievances are phrased in language that will protect the viability of a possible arbitration proceeding.
- J. Shall seek advice from the CTA Primary Contact Staff on the phrasing of grievances.

#### VI. Membership Committee

- A. The Membership Committee shall include the following subcommittees:
  - 1 Membership
  - 2 Social Subcommittee
  - 3 Awards Subcommittee
  - 4 Scholarship Subcommittee
- B. The duties of the Membership Committee shall be:
  - 1 Maintaining an accurate roster, by building, of all Association members.
  - 2 To design and implement plans for training all site reps. in the membership process in conjunction with the Executive Board.
  - 3 Distributing membership cards and information.
  - 4 To notify CTA and NEA of membership statistics as required.
  - 5 To develop and implement strategies for recruitment of new members.
- C. Social Subcommittee
  - 1 The duties of the Social Subcommittee shall include the responsibility for planning and implementing the Retirement Dinner and all other social activities assigned by the President.
- D. Awards Subcommittee
  - 1 The duties of the Awards Subcommittee shall include:
  - 2 To manage and administer the awards program including validating the nominations.
  - 3 The authority to develop future awards.
- E. Service Nominations
  - 1 Recognition for Past Service
  - 2 Each school may nominate one individual per semester who has provided exceptional service for VEA in the past five years.
  - 3 Recognition for Current Service
  - 4 Each school may nominate one individual per semester who has provided exceptional service for VEA during the present school year.
- F. Selection
  - 1 Nominees will be selected by the Awards Committee.

G. Scholarship Subcommittee

- 1 The duties of the Scholarship Subcommittee shall include:
  - a Making available VEA/CTA scholarship applications.
  - b Awarding VEA scholarships.

VII. Budget Committee

- A. Developing a budget that reflects the needs of the Association.
- B. Presentation of the annual budget proposal to the Executive Board and to the Rep. Council at its second meeting.
- C. An annual internal review of the books of the Association.
- D. Review budget compliance and report to Rep. Council quarterly.

VIII. Elections Committee

- A. The organization and supervision of elections in accordance with the Constitutional provisions and CTA guidelines regarding the nominations and elections.
- B. Refer to the CTA elections manual

IX. Communications Committee

- A. Compilation and distribution of Association newsletters.
- B. Recommend rules regarding the use of Association social media for consideration by the executive board.
- C. Monitor the Association's social media platforms.
- D. To assist the Organizing/Action Committee with media activities upon request.

X. Political Action Committee

- A. The duties of the Political Action Committee shall include:
  - 1 Establishing and maintaining communication with local, state, and federal government officials.
  - 2 Studying and monitoring proposed legislation and current laws which may affect the Association and public education.
  - 3 Studying recommendations and actions of the NEA and the CTA which pertain to political and legislative matters.
  - 4 Reporting to the Executive Board, the Rep. Council and the membership on laws, legislation, and the records of public officials.
  - 5 Initiating recommendations for political and legislative action.
  - 6 Interviewing candidates for public office, providing summaries of their positions and making recommendations to the Executive Board and the Rep. Council for action in elections.
  - 7 Organizing political and legislative action campaigns on matters of VEA, CTA and NEA policy.

- 8 Organizing a "Candidates Night" or other general meetings with public officials as requested by Rep. Council.
- 9 Representing the Association at political gatherings and events as directed by the President and subject to review by the Executive Board.

XI. The Political Action Committee may include, but not be limited to:

- A. The CTA State Council Representatives and Alternates who are members of the Association.

XII. Political Recommendation Policy

- A. Purpose: To determine the vote of the VEA State Council Representative(s) and/or the President or his/her designees at the Redwood Service Center Council recommendation process and of the VEA State Council Representative(s) at CTA State Council meetings.

XIII. Procedure for Recommendation of Legislative, Congressional, and Statewide Candidates

- A. The VEA Political Action Committee (PAC) shall compile a report to be issued to the membership which shall include:
  - 1 recommendations/rationale of CTA interview teams.
  - 2 PAC explanation of recommendation process including the date of discussion and vote by the Representative Council.
  - 3 The report shall be distributed to the members at each site by the VEA Faculty Representatives.
    - a The VEA Representative Council shall recommend candidates in a regular council meeting taking into consideration the opinions of site members. If the regular council meeting does not coincide with recommendation deadlines, a special VEA Representative Council meeting may be called by the President.
    - b The VEA chapter votes will be cast by the VEA State Council Representative(s) and/or the President or her/his designee at the Redwood Service Center Council recommendation meeting.
    - c VEA recommendation of a candidate for Legislative, Congressional, or Statewide office requires at least 60% of the total votes cast at the VEA Representative Council meeting.
  - 4 Procedure for Recommendation of Candidates for Local Offices
    - a The Site Representatives and the Representative Council will follow procedures as outlined in Sections a-c of the Procedure for Recommendation of Legislative, Congressional, and Statewide Candidates, except for the following:
- B. Recommendation of a candidate for local office requires at least 60% of the total votes cast in the VEA Representative Council meeting.

- C. VEA shall consider endorsements for VCUSD board of education races, Solano County board of education races, and CTA-recommended propositions and candidates.

#### XIV. Human Rights/Equity/Women's Issues Committee

- A. The duties of the Human Rights/ Equity/Women's Issues Committee shall include:
  - 1 To clarify and analyze human rights/equity/women's issues within the District, VEA, and community and make recommendations to the Rep. Council regarding priorities to deal with specific problem areas.
  - 2 Establishing liaisons and involvement with various ethnic community groups in Vallejo.
  - 3 Encouraging and assisting the District in developing and implementing a positive multi-cultural curriculum that accurately and adequately represents all racial and ethnic minorities.
  - 4 To provide membership education and training on equity, human rights, and women's issues and concerns.
  - 5 Actively recruit and involve racial and ethnic minority members in all aspects of VEA.
  - 6 Monitoring the affirmative action policies, procedures and practices of the district.

#### XV. Community Engagement Committee

- A. The duties of the Community Engagement Committee shall include:
  - a Recommend annually a program to the policy-making bodies of VEA which will allow VEA to be an active participant in the community.
  - b Prime responsibility for implementing the program as adopted by the Representative Council in all areas of community involvement.

#### XVI. Teacher Support Committee

- A. There will be three (3) sitting members and one (1) alternate representing VEA on the Joint Teacher Support Committee.
- B. Terms of all VEA members of the Joint Committee shall be for two (2) years.
- C. The Executive Board shall appoint, upon recommendation by the interview committee, the Joint Committee members.
- D. Interviews for positions on the Joint Committee shall be conducted by a panel made up of the President (or designee), and at least one (1) sitting member of the Joint Committee, If a sitting Joint Committee member is unable to continue his/her duties, the alternate will automatically become a sitting member and the President (with the approval of the Executive Board) shall appoint a new alternate for the duration of the resigning member's term.

XVII. Catastrophic Leave Bank Committee

- A. Shall consist of two (2) VEA members appointed by the Executive Board.
- B. Shall serve, with one representative from the district, to review, approve/deny requests for the use of catastrophic leave according to the provisions of the contract.

XVIII. Professional Growth Committee

- A. Shall consist of five (5) members appointed by the Executive Board.
- B. Terms shall be for two (2) years.
- C. Shall serve, with representatives from the District, to review, approve/deny requests from certificated staff, for professional growth equivalents.

XIX. Conferences

- A. At the beginning of each school year, money will be budgeted for members to attend conferences. The budget will include:
  - 1 Conference registration fees
  - 2 Airfare (if appropriate)
  - 3 ½ lodging at the CTA negotiated rate. It is expected that VEA members will share a room.
  - 4 If no roommate is available, then VEA will cover the full cost of the CTA negotiated rate.
  - 5 VEA President will not be expected to share a room. VEA will cover the full cost of the CTA negotiated rate.
  - 6 Parking Fees
  - 7 Airport Shuttle
  - 8 Portage
  - 9 Dining stipend for meals not covered by Conference – To be determined annually.

XX. VEA Will send members to the following conferences:

- A. Issues Conference
  - 1 Preference will be given to emerging leaders and VEA Leadership
- B. Equity and Human Rights
  - 1 Preference will be given to the Human Rights/Equity Chair and committee members
- C. Women's Issues
  - 1 Preference will be given to the Women's Issue Chair and committee members
- D. LGBTQ+
  - 1 Preference will be given to the LGBTQ+ Chair and committee members
- E. Good Teaching Conference



- 1 Preference will be given to members with 3-5 years of service and members referred to the Teacher Support Committee.
- F. Summer Institute
  - 1 Preference will be given to Bargaining Team members, emerging leaders, and VEA Leadership
- G. Region 1 Leadership Conference
  - 1 Preference will be given to emerging leaders and VEA Leadership
- H. Presidents' Conference
  - 1 For VEA President and Vice President

XXI. In order to attend a conference, members shall

- A. Members wishing to attend conferences will need to fill out the Conference request form and send it to the VEA Office at least 10 business days prior to CTA's registration closing date.
  - 1 Members must include a \$50 check with the Conference request form.
    - a The check will be returned upon completion of the conference.
    - b If the member cancels, the check will be returned if VEA is refunded the conference registration fee.
- B. Members are responsible for making their own hotel room reservations.
- C. Upon completion of the conference, members will need to attend the next Rep Council Meeting or write a 1-page summary of the conference.
- D. Upon completion of the conference, members will need to submit an expense voucher, along with the appropriate receipts, to the VEA Treasurer in order to be reimbursed.
- E. If the payment of the conference deposit fee, hotel, or any other reimbursable conference expense is a hardship for the member, the member may request for an advance. This will be approved by the president and treasurer on a case-by-case basis.

XXII. Treasurer Reimbursements

- A. All requests for reimbursement during the school year must be submitted within 30 days of the event in order to be approved. All such requests must continue to be accompanied by some form of receipt (web page, actual receipt, etc). Exceptions will be considered on a case-by-case basis and will usually apply to advances for out-of-region conferences, applying proceeds from external stipends, or the like.
- B. Requests for reimbursement during the summer break (defined as June 1 to August 15 regardless of the actual calendar dates for the break) must be submitted no later than August 25 in order to be approved. These requests for reimbursement must also be accompanied by some form of receipt (as above):

- C. Checks that are hand-delivered to the unit member that need to be replaced will be replaced, less any fees that are required by our financial institution to stop payment on the replaced check. (This fee is currently \$45.00 and is subject to change.) The unit member may also choose to wait for 181 days after the endorsement date of the check to request a replacement, in which case the stop payment fee is no longer applicable and will not be deducted from the amount of the check.

XXIII. All union members are expected to treat the union's budget with conservative respect. Nonetheless, it is clear that from time to time, reasonable requests for reimbursement can exceed budgeted amounts.

- A. For budgeted items up to \$200, overages of up to \$25.00 will be paid without requiring pre-approval. This does NOT apply to tips, meal, or hotel / airfare reimbursement for conference attendees.
- B. For budgeted items from \$201 - \$1000, requests for reimbursement that exceed the budgeted amount by no more than \$100 AND do not exceed 10% of the budgeted amount will be paid without pre-approval. Requests for reimbursement that exceed BOTH \$100 AND 10% of the budgeted amount will require approval by the President and the Treasurer prior to being paid.
- C. For budgeted items that exceed \$1000, requests for reimbursement that exceed 10% of the budgeted amount will require Executive Board approval prior to being paid.
- D. Membership-wide events that require catering must be pre-approved by the treasurer no less than 30 days prior to the event. (This will apply only to the Spring Day of the Teacher and a future Membership engagement event. It does not apply to the Welcome Back breakfast.) Pre-approval must include a written estimate of expenses and no more than a 20% tip to the caterer.
- E. Any request for reimbursement that is rejected by the Treasurer shall automatically be referred to the Executive Board for consideration, and the Executive Board's decision shall in all such cases be final.
- F. The Association President will receive an annual stipend of \$2,000 to be paid from the General Fun. (Taxable)

#### XXIV. REVIEW BOARD

- A. The Judicial powers of this Association, as described in this Article, shall be vested in a Review Board, which may include members of the Executive Board and association members in good standing.
- B. Only the Vallejo Education Association Executive board may refer a member to the Review Board.
- C. The Jurisdiction of the Review Board shall extend to cases as herein defined.

- D. The Review Board shall have original jurisdiction in the following cases:
  - 1 Alleged violations of The Code of Ethics of the Education Profession.
  - 2 Elected Association Officers operating against the decisions of the Executive Board.
  - 3 The censure, suspension, or expulsion of a member including elected association officers.
  - 4 Progressive discipline steps shall be utilized except in the cases of violations of the law.
  
- E. The Review Board shall have the following powers subject to the conditions as herein outlined.
  - 1 The censure, suspension, or expulsion of a member for violation(s) of The Code of Ethics of the Education Profession, or other sufficient cause. The member shall have the right to appeal to the Executive board on procedural grounds.
  - 2 To vacate censure, lift suspension, or reinstate a member.
- F. Review Board Prerogatives. The Review Board shall establish its rules of procedure with the approval of the Representative council. Due process shall be guaranteed in all its proceedings. Such due process shall include, but not be limited to:
  - 1 Open hearings before the Review Board.
  - 2 The right of the accused member(s) to face those making the allegations.
  - 3 The right to bring their own witnesses and legal counsel.
  - 4 To examine and cross-examine all witnesses.
  - 5 To have due notice of impending action against them.
  - 6 To have provided to them copies of all written allegations prior to the beginning of the proceedings.
- G. All rights of membership shall be preserved during the entire course of these and appellate proceedings.
- H. Review Board Appointments. The Review Board shall be appointed by the President with the advice and consent of the Executive Board.
- I. The Review Board shall be comprised of five (5) members appointed for two (2) year terms beginning October 15th.
- J. Members of the Review Board shall have been active members of this Association for five (5) consecutive years immediately prior to appointment. Members of the Review Board shall maintain active membership.
- K. The President annually shall select the chairperson from among the membership of the Review Board with the advice and consent of the Executive Board.
- L. The Executive Board, by a two-thirds majority, may remove a member of the Review Board and appoint a replacement from a list of alternates.

Updated November 17, 2022

Executive Board Vote Date: November 17, 2022