

**CCEA**

Clark County Education Association

the union  
of teaching  
professionals

# POLICY HANDBOOK

**CCEA POLICIES  
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**I.**  
**POLICY ADOPTION PROCEDURES**

The procedure for policy adoption is as follows:

1. The policy must be in writing.
2. The written policy is brought to the Association Representative Council or Executive Board by the President upon recommendation of the Policy Committee.
3. The introduction of a proposed new policy or proposed revision shall be limited to questions, answers and clarification only.
4. The policy will be presented at the next regularly scheduled Association Representative Council or Executive Board meeting for action.
5. Executive Board – All Executive Board policies are to be included in the Association policy manual and brought to the Association Representative Council for information only.
6. Association Representative Council – Unless emergency, no policy will be accepted for the proposal at the May Association Representative Council meeting.

## II. MEMBERSHIP

### A. MEMBERSHIP DUES

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#### Association

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1. Dues of a member on suspension can be deferred for the duration of the dismissal suspension, if that suspension exceeds 30 days.  
*(1/28/75, 1/15/85, 2/17/87, 9/22/98) Senate*
2. CCEA shall collect a full year's dues from members who have resigned or have been terminated from employment.  
*(1/28/75, 10/25/77, 1982, 2/17/87) Senate*
3. Those members wishing to drop membership do so as stated in the Negotiated Agreement.  
*(1975, 1977, 1982, 1987) Senate*

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#### Executive Board

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1. All members who retire during the membership year shall not be liable for the full year's dues, but shall stop paying dues on their last pay period.  
*(5/16/89) Executive Board*
  2. On each September, CCEA dues shall be increased by the same percentage increase in the beginning teacher's salary (BA, Step 1) the previous year.  
*(11/7/75, 2/15/82, 2/17/87, 9/01/98) Executive Board*
  3. No increase or decrease, with the exception of the automatic escalator, will be levied without the written notification to the general membership. Such dues changes shall be voted on at a general membership meeting or by written ballot.  
*(11/7/75, 2/15/83, 2/17/87) Executive Board*
  4. Members' dues will be transmitted directly from the Clark County School District to CCEA.  
*(4/6/71, 2/15/83, 4/1/87) Executive Board*
  5. Part time teachers shall pay proportional dues to local, state and national associations based on the proportion of the day covered by the contract.  
*(9/10/76, 2/15/83, 4/13/82) Executive Board*
  6. Members joining on a cash basis will submit with their application for membership, a check of the entire year or that portion of the year which remains.  
*(4/13/83, 2/17/87) Executive Board*
  7. A member who desires to drop their membership may do so from CCEA July 1<sup>st</sup>-15<sup>th</sup>. Subsection 7 (A) and (B) will be the only way a drop letter will be accepted from a member to drop their membership from CCEA. Dues will continue to be deducted for the remainder of the contract year.
- A. A member who desires to drop their CCEA Membership through U.S. Mail may send a letter postmarked from, July 1<sup>st</sup>-15<sup>th</sup>.
1. The Letter must include the following information
    - a. Date
    - b. Name
    - c. Worksite
    - d. Home Address
    - e. A clear statement of the intent to withdraw membership
    - f. The last 4 digits of the members Social Security Number
    - g. Signature

2. CCEA will not accept bulk mail with multiple letters from one sender. We cannot accept letter sent this way because we cannot guarantee the intent of all of the members included in the mailing.
- B. A member who desires to drop their CCEA Membership may come to the CCEA Office July 1<sup>st</sup>-15<sup>th</sup> during normal business hours to submit their letter.
  1. The letter must include
    - a. Date
    - b. Name
    - c. Worksite
    - d. Home Address
    - e. A clear statement of the intent to withdraw membership
    - f. The last 4 digits of the members Social Security Number
    - g. Signature
  2. A Photo ID will be required to verify a match to the letter being dropped off by the member.
  3. May participate in an Exit Interview at the discretion of CCEA.

Adopted 7/9/18, Executive Board

## **B. ASSOCIATE MEMBERSHIP**

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### Association

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1. Associate Membership Benefit Criteria
  - A. Publications
  - B. Email Alerts
  - C. CCEA Event Sponsorship
  - D. Recognition in publications and web page
  - E. Attendance to CCEA meetings by invitation of the President or designee

*(5/22/12) AR Council*

## **C. MEMBER RIGHTS - ARBITRATION**

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### Executive Board

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#### **1. Responsibilities**

- A. It is the responsibility of the Member Rights Committee (MRC) to make determinations relating to the disposition of grievances which have been processed through the Grievance Process as described in the Collective Bargaining Agreement (CBA) between Clark County Education Association (CCEA) and the Clark County School District (CCSD).
- B. The MRC will, after a hearing, determine whether the grievance shall be taken to final arbitration.
- C. The MRC is under no obligation to further any grievance to arbitration.

#### **2. Proceedings regarding cases filed by the Association:**

- A. Grievances resulting from a dispute relating to the Collective Bargaining Agreement (CBA) that have completed Level 2 of the Grievance Process are to be brought before the MRC for disposition.
- B. Association Staff shall prepare a report outlining pertinent information relating to the grievance. Included in the report will be a recommendation whether to proceed to binding arbitration or not.

- C. The Grievant will be notified of the time and place of the hearing and whether the Association Staff recommends arbitration.
- D. During the hearing Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than twenty (20) minutes. Upon conclusion of the presentation committee members may ask pertinent questions of the staff member.
- E. The Grievant may be present during the staff presentation. The Grievant and any accompanying the Grievant will remain silent and not interrupt the proceedings unless specifically asked to respond to a question or a point of information by the Chairperson of the Committee.

The Grievant will have the opportunity to present information to either support or challenge the staff recommendation for case disposition. The Grievant may make a presentation lasting no more than twenty (20) minutes.

The Grievant may present oral/written evidence/arguments. The Grievant may be accompanied by up to three (3) witnesses or representatives. Upon the conclusion of the presentation, committee members may ask pertinent questions of the Grievant and/or witnesses.

- F. Prior to deliberations member(s) of the MRC may ask pertinent questions of the Association Staff.
  - G. Upon completion of all oral/written evidence/presentations the MRC will, in a closed session, deliberate the case and make a determination whether or not to proceed to binding arbitration. The MRC shall forward a written finding to the grievant within ten (10) calendar days of its decision. It is permissible for the MRC to table a case until the next scheduled meeting and render a decision at that time.
  - H. Upon a majority vote of the MRC time limits and/or witness representative limits may be waived.
  - I. If the Grievant fails to attend the MRC meeting and does not notify the CCEA staff liaison at least twenty-four (24) hours prior to the meeting the Grievant waives his/her right to appeal the MRC's decision. In the event of an emergency that prevents the Grievant from providing the required twenty-four hour notice the Grievant may request that the MRC waive this rule and hear their case.
3. Proceedings regarding cases filed by an individual
- A. A copy of the grievance(s) filed by an individual member of the bargaining unit along with copies of supporting documents and a summary of their argument shall be provided by CCEA within thirty (30) days following the appeal of the grievance to arbitration.
  - B. Association Staff shall prepare a report outlining pertinent information relating to the grievance. Included in the report will be a recommendation whether to proceed to binding arbitration or not.
  - C. The Grievant will be notified of the time and place of the hearing and whether Association Staff recommends arbitration.
  - D. During the hearing Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than twenty (20) minutes. Upon conclusion of the presentation committee members may ask pertinent questions of the staff member.

- E. The Grievant may be present during the staff presentation. The Grievant and anyone accompanying the Grievant will remain silent and not interrupt the proceedings unless specifically asked to respond to a question or a point of information by the Chairperson of the Committee.
- F. The Grievant will have the opportunity to present pertinent information to either support or challenge the staff recommendation for case disposition. The Grievant may make a presentation lasting no more than twenty (20) minutes.

The Grievant may present oral/written evidence/arguments. The Grievant may be accompanied by up to three (3) witnesses or representatives. Upon the conclusion of the presentation, committee members may ask pertinent questions of the Grievant and/or witnesses.

- G. Prior to deliberations members of the MRC may ask pertinent questions of the Association Staff.
- H. Upon completion of all oral/written evidence/presentations the MRC will, in a closed session, deliberate the case and make a determination whether or not to proceed to binding arbitration. The MRC shall forward a written finding to the Grievant within ten (10) calendar days of its decision. It is permissible for the MRC to table a case until the next scheduled meeting and render a decision at that time.
- I. Upon the majority vote of the MRC time limits and/or witness representative limits may be waived.
- J. If the Grievant fails to attend the MRC meeting and does not notify the CCEA staff liaison at least twenty-four (24) hours prior to the meeting the Grievant waives his/her right to appeal the MRC's decision. In the event of an emergency that prevents the Grievant from providing the required twenty-four hour notice the Grievant may request that the MRC waive this rule and hear their case.

#### **4. Appeal Procedure**

- A. In the event the Grievant was present at the MRC meeting and discovers new information which the Grievant believes the MRC should consider he or she may appeal to the Association's Executive Board. Said request for reconsideration of the MRC's decision must take place within thirty (30) days of the MRC decision. New information is any information which was not known or available at the time of the MRC vote.
- B. The MRC Chairperson or designee will submit a report to the Executive Board summarizing the committee's deliberations/determination of the case on appeal.
- C. If the Grievant fails to attend the appeal hearing and does not notify the CCEA President at least twenty-four (24) hours prior to the hearing date the appeal shall be denied. In the event of an emergency that prevents the Grievant from providing the required twenty-four hour notice the Grievant may request that the MRC waive this rule and hear their case.
- D. If the Association Staff has new information, as defined in Section 4.A. above, the Association staff may, at any time, request that the MRC reconsider its earlier vote to arbitrate the Grievant's case.

#### **5. Confidentiality**

- A. All proceedings of the MRC shall be held in closed session and, with the exception of required minutes, shall remain confidential.

- B. Except as required by the bylaws of CCEA all appeals to the CCEA Executive Board shall be held in closed session and, with the exception of required minutes, shall remain confidential.

## **6. Funding**

- A. MRC's decision to arbitrate does not determine funding.
- B. Funding for the arbitration of suspension(s) and/or dismissal(s) will be determined by the NSEA Legal Services Program Policy and Procedures.
- C. If MRC determines that a grievance shall go to arbitration the grievance arbitration will only be funded if the grievant was a member at all times of the occurrence (i.e. the act or series of acts which lead to the grievance) and shall not have voluntarily terminated membership prior to and up to the decision of the arbitrator.
- D. Grievant(s) who do not meet the criteria in 6.C. shall pay for the arbitration according to the CCEA's fee schedule as contained in Section 6.E.
- E. If the Grievant does not qualify for funding but wishes to have the case proceed through arbitration, then the Grievant shall be required to submit a fee to CCEA in the amount of \$3,600.00 no later than sixty (60) days prior to the arbitration hearing. This fee is to cover staff time and administrative costs at a rate of \$100.00 per hour for thirty-six (36) hours of preparation and advocacy. Time in excess of thirty-six (36) hours, as well as, related expenses such as the cost of obtaining witnesses shall be charged to and paid by the Grievant within thirty (30) days of billing by CCEA. An additional fee in an amount equal to one-half (1/2) of the anticipated arbitrator's fee for hearing days and deliberation plus one-half (1/2) of the anticipated cost of a court reporter shall also be submitted to CCEA no later than sixty (60) days prior to the arbitration hearing. Should the Grievant's half of the arbitrator's and/or court reporter's fees be less than the amount submitted, then the excess shall be returned to the Grievant. Similarly the Grievant shall be responsible for one-half (1/2) of any fees and costs charged by the arbitrator and/or court reporter in excess of that already submitted by the Grievant.

(1/25/11) Executive Board



## D. Legal Services

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Association

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### CCEA Legal Services Program: Policy and Procedures

#### a. Introduction

The **Clark County Education Association (CCEA)** Legal Services Program is a program to insure that CCEA members are provided appropriate legal assistance to guarantee due process in employment-related matters. CCEA shall not discriminate against applicants on the basis of race, color, national origin, creed, gender, sexual orientation, age, handicap, marital status, or economic status.

#### b. Definitions

For the purposes of these guidelines, the following definitions shall apply:

- i. Agent: "Agent" shall mean a Member or Employee of CCEA who currently holds one or more of the following positions: CCEA Officers, CCEA Board members, CCEA Staff, committee members, or other person designated by CCEA.
- ii. Appeal: "Appeal" shall mean an appeal, a petition for certiorari, or any other procedure by means of which a higher court is asked to review an action taken by a lower court.
- iii. Applicant: "Applicant" shall mean an individual applying for legal assistance through CCEA's Legal Services Program.
- iv. Days: "Days" shall mean calendar days.
- v. Employee-Related Matter:
  1. Except as otherwise provided in paragraph 2 of this subsection, "Employment-Related Matter" shall mean any matter involving:
    - A. A dispute between the school district or public charter school, and
      - i. One or more of its employees who are Members of CCEA,
      - ii. One or more of its employees who are not Members of CCEA is obligated to provide legal assistance pursuant to a duty of fair representation, or
      - iii. CCEA on behalf of the organization as whole or class of members or
    - B. A dispute between an employer and one or more of its employees or an employee organization where CCEA deems the matter as precedential for their membership.
  2. "Employment-Related matter" shall not mean a matter:
    - A. In which the Applicant is being challenged by one or more rank-and-file employee or an employee organization as a result of an action taken by the Applicant as a management representative; or
    - B. In which the Applicant has indicated that he/she will not accept employment upon reinstatement; or
    - C. Which is covered by worker's compensation.
- vi. General Counsel: "General Counsel" is a Participating Attorney designated by CCEA as its general counsel.
- vii. Legal Services: "Legal Services" shall mean services rendered in preparation for or in the course of a grievance arbitration, impasse resolution, administrative or court proceeding involving an Employment-Related Matter by a Participating Attorney who is licensed to practice law. In addition to other exclusions, it is expressly understood that "legal service" shall not mean

- services rendered as a negotiator in the collective bargaining process other than in connection with an impasse resolution proceeding. Legal Services must be rendered by a Participating Attorney who is paid by CCEA on an hourly basis or who is employed on the staff of CCEA as an attorney.
- viii. Member: A "Member" shall mean a member of CCEA when the application form for legal assistance is signed and dated by an Agent of CCEA.
  - ix. Occurrence: "Occurrence" shall mean an act or series of acts alleged to have been committed by an employee, which has led to documentation in writing by an individual vested with the authority to evaluate an employee of a school district or public charter school that results in one or more Employment-Related Matters.
  - x. Participating Attorney: "Participating Attorney" shall mean an attorney who has agreed to participate in CCEA's Legal Services Program and who has been retained by CCEA to provide legal services.

**c. Eligibility**

To qualify for CCEA legal assistance, the Applicant shall have:

- i. Been a Member at the time of the Occurrence and shall not have terminated membership prior to the request for legal assistance, and does not voluntarily terminate CCEA membership while he/she is receiving such assistance, or
- ii. CCEA deems the case as precedential for their membership.

**d. Coverage**

- i.
  - 1. CCEA may, upon application from the member, provide funding for Participating Attorney's fees up to a total of \$10,000 per case for dismissals or legal actions of any sort connected with the practice of the education profession through state administrative proceedings as provided in NRS 391 or the applicable collectively bargained agreement. Additional funding will be provided for hearing costs including arbitrator's fees and the cost of any required transcripts. In determining whether funding shall be granted, consideration may be given to the cooperation of the Member with CCEA (as determined by CCEA), the organizational value of the particular case, and the probability of success. This is a principle provision of Legal Services. CCEA may also consider whether the member timely notified CCEA of events underlying the Employment-Related Matter and cooperated with and afforded CCEA with an opportunity to resolve the matter during its early stages, including settlement offers. Funding shall be granted for investigation of the merits of the case.
  - 2. Members will be represented by CCEA UniServ Staff or other appropriately designed staff during suspension hearings, unless legal questions or other circumstances require the use of a Participating Attorney. Applications for legal assistance for suspension hearings must include the reasons for requesting representation by a Participating Attorney. The CCEA Director of Advocacy and Representation or designee will determine whether a Participating Attorney will be funded for suspension hearings.
  - 3. If, at any point in the matter, CCEA's Director of Advocacy and Representation believes that a case warrants expenditures in excess of \$10,000.00, the Director of Advocacy and Representation may approve additional funding.
- ii. In all situations involving contract enforcement or impasse resolution proceedings with a school district, CCEA will provide full funding for a Participating Attorney's service for arbitration hearings. CCEA's Advocacy and Representation Department will present before the Member Right's

Committee, pursuant to CCEA Policies, Section II, Subsection C(1) any grievances for arbitration.

- iii. In all other situations involving Employment-Related matters other than those mentioned (e.g., appeals from administrative agencies to state or federal courts or legal actions initiated in state or federal courts, and hearings before the Employee-Management Relations Board), CCEA Director of Advocacy and Representation or designee will determine whether funding shall be granted for a Participating Attorney's services. In determining funding, CCEA Director of Advocacy and Representation or designee shall consider the following criteria:

1. Ability of the Applicant to diligently and effectively pursue the matter to its ultimate conclusion;
2. Likelihood of success on the legal merits of the case;
3. Organizational value;
4. Precedential value; and
5. Need for Participating Attorney.

**e. Criminal Coverage**

CCEA shall provide a maximum amount not to exceed \$1,000 per Occurrence per Member for Participating Attorney and costs in the event that criminal charges are brought or are pending against said Member(s) when the underlying Occurrence involves a Member's employment duties. Such amount provided by CCEA will be offset by any amount reimbursed to CCEA by any Employment Liability Insurance Program. In no instance, however, will such offset reduce the amount provided by CCEA to the Member, and, in no instance, will CCEA's extended amount exceed \$1,000.

**f. Exclusion**

CCEA funding will not be provided for the following:

- i. Legal services rendered without the prior approval of CCEA within the terms of the CCEA Legal Services Policy;
- ii. Fees in excess of agreed approved amounts;
- iii. Cost of legal services rendered by someone other than Participating Attorneys.

**g. Procedure for Obtaining Legal Assistance**

- i. Applicants shall request legal assistance on Employment-Related matters through CCEA's UniServ Staff in accordance with the grievance process outlined in the Collective Bargaining Agreement and CCEA grievance procedures.
- ii. The UniServ Staff shall submit a Funding Application Form to the Director of Advocacy and Representation or designee. The application shall include a description of the matter and the legal remedy sought. In order for the application to be considered, the Applicant must also submit a signed and dated Authorization to Commence Legal Representation.
- iii. The Director of Advocacy and Representation shall review the application in a timely manner and assign a Participating Attorney to resolve the dispute.
- iv. Participating Attorney billing shall be sent to CCEA in the manner outlined in a Retainer Agreement signed with the Participating Attorney.
- v. All Applicants shall provide and will continue to provide all documents requested by CCEA or Participating Attorney in a timely manner.

**h. Termination of Funding**

CCEA may, at any time, terminate funding for an Employment-Related Matter if:

- i. The Applicant fails to cooperate with CCEA or Participating Attorney or other Representative;
- ii. The Applicant takes action which interferes with the ability of the Participating Attorney to adequately perform his or her representational functions; or

- iii. The Applicant rejects a settlement or other disposition of the Employment-Related Matter that is deemed reasonable by CCEA;
- iv. The Participating Attorney advises CCEA that the probability of a positive outcome is low.

**i. Member Appeal Procedures**

- i. A Member whose application for legal assistance is rejected or whose funding has been terminated shall be notified in writing of the reasons for this denial or termination of funding. The Member shall also be informed of the right to appeal such denial to the CCEA Board of Directors. Non-members do not have the right to appeal a decision to reject a request for assistance or a decision to terminate funding for a case.
- ii. A Member wishing to appeal the rejection of an application or the termination of legal funding (“Appealing Party”) must notify, in writing, the CCEA’s Executive Director or designee within 30 days following notification by CCEA that funding has been denied or terminated. If no appeal is received within the time specified, said Member shall have waived the right to appeal.
- iii. The CCEA President or designee will contact the Appealing Party and provide the date, time, and place that the Appeal Party may appear before the CCEA Board of Directors to appeal the denial of an application or the termination of funding.
- iv. The Appeal Meeting
  - 1. The CCEA Executive Director or designee will present the reasons for denial of or termination of funding to the Board of Directors.
  - 2. The Appealing Party shall have 30 minutes in which to present the appeal to the Board of Directors. No member of the Board of Directors will present the appeal on behalf of the Appealing Party. At the conclusion of the Appealing Party’s presentation, the appealing party will be excused. Questions for the Appealing Party will be handled at the discretion of the CCEA President.
  - 3. The appeal meeting is an informal meeting held in executive session of the CCEA Board of Directors Meeting.
  - 4. The Appealing Party will not call any witnesses and must speak in person and may not be represented by counsel.
- v. The Appealing party will be informed of the Board of Director’s decision in writing.

**j. Investigatory Meeting Representation**

- i. CCEA shall provide all members representation at Investigatory meetings. The representation will include initial counseling prior to the meeting, and investigation necessary prior to the meeting, advocacy at the meeting, and follow-up counseling, and resolution with the District administration, as well as next step discussions.
- ii. Non-members: CCEA recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in Investigatory meetings. As the exclusive Bargaining Representatives for all licensed professionals in the bargaining unit, CCEA will provide representation to non-members in accordance with the following provisions:
  - 1. Non-members who have never been a member of CCEA or are 1<sup>st</sup> year in the District have the following options:
    - A. Join CCEA and receive representation at the Investigatory Meeting. Any grievance arbitration funding will be in accordance with CCEA Policies, Section 7(c); or
    - B. Payment in full of service fee to cover the cost of representation. The service fee for all investigatory meetings, except special education educators, will be \$600, to be paid in

person prior to the scheduled investigatory meeting. Special Education educators will be required to pay \$800 due to the more complex nature of Investigatory meetings. The non-member is responsible for coming in person with sufficient time to make payment and allow representative to attend the investigatory meeting. Any grievance arbitration funding will be in accordance with CCEA Policies, Section 7(c). The non-member will receive a billing providing the billable hours and charges. Any unused funds will be returned to the non-member upon conclusion of the representation.

2. Non-members who have previously dropped the union have the following options:
  - A. Provide payment of a reinstatement fee to re-join CCEA. Reinstatement fee will be \$1,310.00. The non-member may request an appeal before the CCEA Executive Board requesting a waiver of the fee. The CCEA Executive Board has the discretion to waive such fees; or
  - B. Payment in full of service fee to cover the cost of representation. The service fee for all investigatory meetings, except special education educators, will be \$600, to be paid in person prior to the scheduled investigatory meeting. Special Education educators will be required to pay \$800 due to the more complex nature of Investigatory meetings. The non-member is responsible for coming in person with sufficient time to make payment and allow representative to attend the investigatory meeting. Any grievance arbitration funding will be in accordance with CCEA Policies, Section 7(c). The non-member will receive a billing providing the billable hours and charges. Any unused funds will be returned to the non-member upon conclusion of the representation.

**E. ELECTIONS**

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Association

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1. Election Rules will be adopted by the Association Representative Council for each election.

(10/27/98) Senate

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Executive Board

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1. A CCEA Executive Board member interested in an appointment to a vacant NSEA Board of Directors seat must recuses themselves from voting for said vacant seat.

**F. OATH OF OFFICE**

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Association

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1. The following Oath of Office shall be pledged by the officers, Executive Board members, and Review Board members as prescribed in the bylaws.

“I, **STATE YOUR NAME**, do hereby faithfully pledge to carry out the duties and responsibilities of the Clark County Education Association to the best of my ability, subverting all personal goals, loyalties and ambitions to the organization. I pledge to conscientiously work towards achieving the collective goals of the organization, to represent the membership of the Clark County Education Association, to keep in the strictest of confidence information acquired as a result of my position in closed or executive session and to diligently avoid any conflict, whether personal or professional in nature, that may tend to have any negative bearing on my ability to fully and honestly perform the duties and responsibilities arising from my position. I do solemnly undertake this Oath of Office, and, hereby, commit my allegiance and loyalty to the Clark County Education Association and its members, any membership in, connection wit, or obligation to any other organization notwithstanding.”

(04/26/11) Policy Committee

**III.**  
**MEETINGS**

**A. General Membership**

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Association

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1. For the purposes of this section a general membership meeting is defined as:
  - A. Mass meeting of all members.
  - Or
  - B. Smaller area meeting open to all members. Such meetings may or may not be contiguous to established Executive Board zones.

The Executive Director shall advise the Executive Board as to the appropriate type and place of meetings.

2. General Membership meetings must be held to ratify a collective bargaining agreement.
3. General Membership meetings are held for the purposes of:
  - 1) reporting on the state of affairs of the Association, and
  - 2) ratifying contract, when needed.
4. All ratification of collective bargaining agreements are done by written ballot or online voting.

(1-4 adopted 10/27/98) Senate

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Executive Board

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1. Members attending general membership meetings will be provided a one-page, condensed list of parliamentary procedures.

(2/5/80, 2/19/83, 2/17/87) Executive Board
2. The Election Committee will be in charge of counting votes at all General Membership meetings.

5/5/77, 4/1/89, 2/17/87, 10/6/98) Executive Board
3. A parliamentarian will be present.

(5/5/77, 4/1/86, 2/17/87, 10/6/98) Executive Board
4. Proxy votes will not be allowed at general membership meetings.

(2/5/80, 2/19/83, 2/17/87, 10/6/98) Executive Board

**B. ASSOCIATION REPRESENTATIVE COUNCIL AND EXECUTIVE BOARD MEETINGS**

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Association

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1. Policies may be presented at any Association Representative Council meeting, excluding May for action at the following Association Representative Council meeting.

(10/27/98) Senate
2. A notification of ASSOCIATION Representative Council meetings will be sent to the Association Representatives prior to Association Representative Council meetings.

(11/28/89, 10/27/98) Senate
3. All motions made at Association Representative Council meetings will be sent to the Association Representatives prior to Association Representative Council meetings.

(5/27/86, 2/17/87, 10/27/98) Senate
4. The Association Representative Council shall approve the minutes of its meetings.

(10/27/98) Senate
5. Approved Executive Board minutes shall be placed in the Association Representative Council packet.

6. Past minutes of the current year shall be accessible at all meetings of the Association Representative Council packet.  
(5/27/86, 4/5/83, 2/17/87, 10/27/98) Senate
7. All written minutes and back-up materials of the Association Representative Council meetings shall be archived. Taped recordings of such meetings shall be retained for one year.  
(8/9/77, 4/12/83, 1/15/85, 10/27/98) Senate
8. The CCEA building is a non-smoking building.  
(10/27/98) Senate
9. The Association Representative Council shall determine if CCEA will participate in joint activities and/or programs solicited by community groups. If the Association Representative Council cannot decide in a timely manner, the Executive Board and/or the President is authorized to make such decisions and report them to the Association Representative Council.  
(1997, 1985, 1999) Senate

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### Executive Board

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1. Policies may be presented at any Executive Board meeting for action at the following Executive Board Meeting.  
(10/06/98) Executive Board
2. All policies will be dated and written on a form.  
(2/05/80, 4/1/86, 10/06/98) Executive Board
3. All motions made at Executive Board meetings must be written.  
(5/27/68, 2/17/87, 10/06/98) Executive Board
4. All written minutes and back-up materials of the Executive Board meetings shall be archived. Taped recordings of such meetings shall be retained for one year.  
(8/9/77, 4/12/83, 1/15/85, 10/06/98) Executive Board
5. Past minutes of the current year shall be accessible at all meetings of the Executive Board.  
(5/27/86, 4/05/83 2/17/87, 10/06/98) Executive Board
6. The Executive Board shall approve the minutes of its meetings.  
(12/01/76, 4/05/83, 2/15/87, 10/06/98) Executive Board
7. No one may chair any local CCEA committee while holding an elected office of CCEA, except as approved by the Executive Board.  
(1974, 1985, 1987) Executive Board
8. All requests for donations and/or support of community organizations or activities will be forwarded to the CCEA President or designee.  
(1977, 1985, 10/06/98) Executive Board  
(03/29/16) AR Council
9. Members of the CCEA Executive Board will, at the first meeting of the fiscal year, set goals for themselves to improve the Association. These goals will focus upon the following subjects:
  1. CCEA members recruited by Executive Board members;
  2. CCSD worksites visited by Executive Board members;
  3. CCSD School Board meetings attended by Executive Board members; and
  4. Professional relationships established by Executive Board members with CCSD School Board Trustees, Clark County Commissioners, and Nevada State Legislators for the purpose of lobbying on behalf of CCEA.

Executive Board members will submit their goals in writing to the CCEA Historian by September 1 for the record. At each subsequent Executive Board meeting, Executive Board members will verbally report on their progress towards meeting their goals.



10. The CCEA President and Vice President shall:
  - a. ensure that all worksites have CCEA Governance positions filled;
  - b. personally return all calls and emails from CCEA members within a 24 hour period;
  - b. maintain a weekly log of hours worked and responsibilities carried out for each day of the week; and
  - c. volunteer themselves to appropriate trainings established by the CCEA Executive Board and/or Executive Director to establish and maintain proficiency in Nevada public education law, Nevada Department of Education policies and regulations, CCSD policies and regulations, public school finance, and leadership skills that will benefit the Association.
  
11. The CCEA Vice President shall be the chairperson of the CCEA Government Relations Committee.
  
12. Educators who submit a letter to end their CCEA membership during the July drop period will cease to be members of CCEA upon the first contract day for licensed personnel in the new 9-month school year. Any rights as a CCEA member would end upon that date regardless of any dues that are still owed.

Adopted Eboard 08/18/2018

**IV.**  
**FINANCIAL**

**A. BUDGET**

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Association

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1. Mileage claims will be paid to Association Representatives and Executive Board members who represent the Association and live in outlying areas designated by the CCEA Executive Board.  
*(1/24/89, 12/15/98) Senate*
  2. No mileage claims will be paid by CCEA unless such claims are vouchered by odometer readings, departure and destination points. Such vouchered claims will be paid at the current IRS rate per mile, round trip.  
*(1/24/89, 12/15/98) Senate*
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Executive Board

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**GENERAL**

The Association recognizes the establishment of the General Fund, the Capital Improvement Fund, the Scholarship Fund, and the Political Action Fund.

*(03/29/16) AR Council*

1. The General Fund accounts for the receipt of dues, other revenues and the disbursement of non designated funds to carry out the operations and activities of the Association.  
*(12/01/98) Executive Board*
2. The Capital Improvement Fund accounts for the receipt and disbursement of funds for CCEA capital items (furniture and equipment in excess of \$1,000; buildings, building improvements, etc.). Each month the General Fund shall pay to the Capital Improvement Fund an amount equal to 1/12 of the annual depreciation of the CCEA General Fund.  
*(12/01/98) Executive Board*
3. The Scholarship Fund accounts for the receipt and disbursement of voluntary contributions designated for scholarships awarded to students according to the criteria adopted by the Association Representative Council.  
*(12/01/98) Executive Board*
4. The Political Action Fund accounts for the receipt and disbursement of the mandatory and voluntary monies for political contributions to endorsed candidates and political activities.  
*(12/01/98) Executive Board  
(03/29/16) AR Council*
5. A statement of fixed payments and purchase requests shall be presented at the first Executive Board meeting of each month for the Board's approval.  
*(12/01/98) Executive Board  
(03/29/16) AR Council*
6. CCEA shall not make funds available to its employees for loans to purchase any equipment, vehicles, dwellings or anything of a personal nature.  
*(12/01/98) Executive Board  
(03/29/16) AR Council*
7. CCEA has furnished a cellular phone to the CCEA President, Management, and UniServ staff to use for Association business. This cellular phone shall continue to be owned by CCEA. The Employee will account and pay for any personal calls on a monthly basis. The Employee's failure to account for personal calls on a monthly basis will result in the cellular phone being transferred to the Employee's name for record keeping purposes so that the Employee can receive the bills and voucher the business calls. CCEA, at its discretion, may assign additional cellular phones. Such phones are understood to be used for CCEA business.  
*(12/01/98) Executive Board  
(03/29/16) AR Council*

**Executive Director**

1. The Executive Director may enter into contracts and expend funds as budgeted. The Executive Director will report all contracts and expenditures to the Board.  
*(5/17/83, 2/02/99) Executive Board*
2. Expenditures not within the adopted budget shall be presented by the Executive Director to the Board for their approval.  
*(2/02/99) Executive Board*

## Expense Vouchers/Reimbursements

1. Expense vouchers should be submitted within thirty (30) days of incurring expense and must be completely filled out on a day-by-day basis and signed by the traveler. Vouchers received sixty (60) days after the expense has been incurred will not be honored unless accompanied by a written explanation of delinquency.
2. Receipts for hotel, air fare, telephone, postage supplies must accompany voucher.  
*(03/29/16) AR Council*
3. All air travel shall be coach class. Tickets must reflect lowest possible air fare unless approved by the Executive Director due to unusual circumstances. Air fare for persons not on staff must be approved by Executive Director.
4. Personal cars are to be used for relatively short distances or when plane or train accommodations are not available or practical (latter instance must be explained on a voucher). Travel to be reimbursed according to IRS guidelines, plus toll charges, meals en route, and parking charges.
5. If a car is used in preference to air travel or train for long distances, maximum reimbursement will be cost of coach air fare plus reasonable allowances for taxis and mileage to and from airports or their actual mileage, whichever is lower.
6. Rental car reimbursement is limited to circumstances of necessity in order to meet time schedule or where no other mode of transportation is available, or where cost is less for taxi. Explanation as to reason for renting car must accompany voucher. Under no circumstances is reimbursement for car rental allowed in the employee's city of primary residence.
7. Per diem policy – Staff  
When traveling on CCEA business, Staff shall be limited to a per diem meal amount of \$50.00. A cash advance may be provided for the number of days that the staff person will be on CCEA business.  
Per Diem policy – Governance  
When traveling on CCEA business, members shall be limited to a per diem meal amount of \$50.00. A cash advance may be provided for the number of days that the staff person will be on CCEA business. The President shall have the discretion to designate per diem in half day increments. An expense voucher must be submitted within thirty (30) days of completion of travel.  
Per Diem policy:
  - A. All travel for association business is to be reimbursed according to IRS guidelines.
  - B. Per diem shall be actual expenses up to \$50/day (guidelines: \$10/breakfast; \$15/lunch; \$25 dinner). Amounts above \$50 are required to be vouchered with receipts attached and will only be reimbursed at no more than \$50.00.  
*(03/29/16) AR Council*
  - C. Lodging – Lodging at CCEA expense is limited to CCEA members or CCEA staff engaged in official business. A receipt must accompany the voucher.
8. Bus and taxi fares are allowable as necessary, subject to explanation is beyond usual amount of cost. Unless otherwise specified in this policy no other form of ground transportation is available at CCEA expense.
9. An advance of monies to assist with expenses is available upon request. All advances shall be reported to the Budget Committee at its regularly scheduled meeting. Following the conclusion of the activity or meeting for which the advance was obtained, this must be cleared by the filing of an expense voucher as previously outlined. In those cases where the amount of the advance exceeds the expenditure, a check made payable to CCEA covering the difference should accompany the voucher. When the amount of the advance is less than the expenditures, a reimbursement check for the difference will be issued. If a voucher is not received within sixty (60) days following the activity for which the advance was issued, the individual will not be eligible for hotel master billing or the underwriting of ANY expenses by CCEA until reimbursement for the advance is made.

10. Multiple (group) meals in connection with Association business, other than those arranged by the CCEA office, are **discouraged**. If circumstances require such dining CCEA will make a daily reimbursement up to but not exceeding the authorized per diem and only for those individuals attending the meeting at CCEA expense. Further, reimbursement for multiple (group) meals will be made only upon submission of a receipt, names of guests, and purpose of meal. This group meal policy, and its reference to per diem guidelines, shall encompass all association activities, unless preapproved by the Executive Director.
11. Gratuities offered to restaurant service personnel shall be limited to up to 20% of vouchered meal expense. Gratuities in excess of 20% are considered a personal expense.
12. Unless specifically provided within this policy, all other types of expenditures – vouchered, credit card or direct bill are not authorized. Any variance from this express policy must be approved in advance by the Executive Director.
13. No expenditures shall be made that are in conflict with the policies, practices or resolutions of the Association; therefore, reimbursement for alcoholic beverages is expressly denied.
14. The Executive Director or the President of CCEA reserves the right to deny inappropriate expenses.

*(Vouchers/Reimbursements 1-14 adopted 12/01/98) Executive Board*

### **Credit Cards**

1. All CCEA credit cards shall be used for only CCEA business. All CCEA credit card holders will submit a written itemized report to the CCEA, including date of purchase, where purchased, what purchased, and the purchase amount. Each Association credit card holder will sign an agreement acknowledging this policy. Misuse of credit card holder will sign an agreement acknowledging this policy. Misuse of credit cards shall be referred to the Executive Director of appropriate action.

*(11/06/79, 2/03/80, 4/05/83, 4/3/84, 4/01/86, 12/01/98) Executive Board*

### **Audits**

1. The Association shall engage the services of a CPA for the purposes of obtaining an annual audit opinion on the Association financial statements, year ending August 31. An audit report will be presented to the Executive Board.

*(3/16/66, 5/17/83, 12/01/98) Executive Board*

### **Budget Committee**

1. The Budget Committee shall be chaired by the Association Treasurer with two members from the CCEA Executive Board and two members from the CCEA Association Representative Council to be appointed by the President.
2. Each month the Budget Committee shall review, analyze financial operations, fixed payments, accounts payable and purchase requests in order to prepare a statement and will then present their recommendations to the Executive Board for action prior to the Association Representative Council meeting.
3. In March the committee chairpersons will meet with the President and the Budget Committee to prepare a proposed calendar of activities with fiscal impact for the following fiscal year.
4. Membership Applications shall be kept in perpetuity until the Association acquires document imaging technology.

The Association shall retain for seven (7) years:

A copy of the general ledger of all funds.  
Canceled checks and deposit receipts.  
Invoices paid with attached check stubs  
Copies of the budget.

*(12/01/98) Executive Board*

5. The President, with assistance from the Treasurer, shall formulate the interim budget based upon the proposals of activities at the March meeting: and use the April 1 membership count as a guideline for revenue.

6. The interim budget for the successive budget year shall be presented to the Executive Board prior to the May Association Representative Council meeting. The interim budget shall be presented and adopted at the May Association Representative Council meeting.  
*(12/06/99) Executive Board*
7. A budget hearing shall be held in April.  
*(12/06/99) Executive Board*
8. The President, with the assistance from the Treasurer, shall formulate the annual budget based upon the proposals of activities at the March All Committee meeting. For purposes of projecting revenue, anticipated dues income shall not exceed 7% above the April 1 membership count.  
*(12/06/99) Executive Board*
9. The annual budget shall be presented to the Executive Board prior to the August Association Representative Council meeting.  
*(12/06/99) Executive Board*
10. The proposed annual budget shall be presented to the Association Representative Council at the August Association Representative Council meeting to be acted upon at the September meeting.  
*(12/06/99) Executive Board*
11. The Executive Board shall have the authority during the course of a budget year to amend the budget and bring such changes to the Association Representative Council for approval.  
*(12/06/99) Executive Board*

## **B. CONFERENCE ATTENDANCE POLICY**

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### Association

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1. Members attending conferences will meet the following criteria:
  - A. Attend all sessions at the conference unless excused by the President or designee.
  - B. Provide a written conference report at a designated date.
  - C. Agree to serve on a CCEA Committee for one year.
  - D. Submit copy of a hotel receipt balance of \$0.00 for any and all incidentals.
2. No expense vouchers will be required of conference attendees.
  - A. **TRANSPORTATION**  
 Airfare: CCEA will reserve and purchase airline tickets for the conference attendee to arrive and depart the conference city. If a conference attendee chooses to depart earlier, or stay later, that participant will be given the amount of the airfare, and they will make their own arrangements. If an airline ticket has been purchased in a participant's name and the participant makes a change for a non-emergency situation, the participant will be responsible up to the amount the airline charges for the change.  
  
 Other Transportation: If a participant chooses to use any other form of transportation to attend the conference, that conference attendee will be given the same amount as the airfare of the rest of the conference attendees.
  - B. **Hotel**  
 Hotel accommodations will be provided at CCEA's expense for conference attendees on a double occupancy basis. The payment for hotel rooms will be on a master billing. Participants may choose to have a single room on a first-come-first-reserved basis. For participants desiring to room alone, there is not guarantee such accommodation will be available. The attendee that chooses a single room will be responsible for half (1/2) of the cost of the room. Participants will not be given any monies towards hotel room costs. All hotel rooms will be guaranteed for late arrival. However, if the participant changes his/her travel plans, the hotel must be

notified of the change by 3:00 p.m. of the original arrival day, otherwise, the no-show costs incurred will be the considered the personal expense of the delegate.

C. Meals

Each member will be given \$50 per diem. Per Diem covers meals only.

D. Incidentals

Each member will received \$20 a day for other expenses for the entire time of the conference. This includes: tips for luggage and maids, taxi to/from home and LV airport, shuttle service to/from conference airport and hotel, phone calls home, etc. No reimbursements will be made.

E. Buyout Days

Those conference attendees, who teach in year-round schools and are not on track break at the time of the conference, will be provided buyout days. CCEA will determine the dates and will contact the participant for processing. If the participant is on track break during the conference, the attendee will not be provided with buyout days.

3. Any conference attendee who received per diem and incidental funding, and does not comply with the above criteria, shall refund to CCEA any monies advanced. The monies must be returned on or before the second Association Representative Council meeting following the conference.
4. If the conference attendee does not comply, they are ineligible to attend any future conferences until such debt is repaid.
5. All conference attendees will sign an agreement to adhere to the CCEA Policy for conference funding.

*(1/11/00) Executive Board*

## **C. PROFESSIONAL STAFF REPORT**

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### Association

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An annual report will be given to the Association Representative Council regarding the total professional staff salary packages and benefits packages. A list of employed staff will be provided.

*(11/27/07) Association Representative Council*

**V.**  
**COMMITTEES/CAUCUSES**

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Association

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1. The CCEA Executive Board will develop and maintain Caucus Recognition guidelines governing the establishment of caucuses, which will be presented to the Association Representative Council at the first meeting of the school year.
2. The CCEA Executive Board will develop and maintain guidelines governing caucus activities which will be presented to the Association Representative Council at the first meeting of the school year.

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Executive Board

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1. CCEA committee chair appointments shall coincide with the President's term of office.  
*(5/11/70, 2/17/87, 10/06/98) Executive Board*
2. Training for committee members will be planned in the spring for the upcoming year.  
*(10/06/98) Executive Board*

**VI.**  
**MANAGEMENT**

**A. PRESIDENT**

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Association

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**Salary:**

- a. The President will be paid at the daily rate of pay for the highest step in the masters + 32 class, unless the President qualifies to be in a higher class, then the President will be paid the highest step in that class, for a minimum of 220 and no more than 260 days during the Association fiscal year, including vacations and holidays as contained in the staff contracts. Additional benefits will be determined by Association policy.
- b. The Association will pay appropriate government taxes including FICA and Medicare.

**Benefit Package:**

- a. CCEA shall reimburse CCSD for the appropriate PERS contribution as invoiced by CCSD on behalf of PERS for the benefit of the President. An additional 18.4% contribution for add-on days shall be paid directly to the President. The 18.4% payment for the add-on days shall sunset upon the completion of term (s) of President in office on May 2011 and no future President shall receive said payment.
- b. The President's contribution in the Teachers Health Trust Health, Dental and Vision plans will be paid for by the Association with no less benefit than the staff contracts.
- c. The President will be covered by a long term disability plan with 90-day exclusion through the Clark County Education Association.
- d. The President will be provided with Term Life Insurance and Accidental Death and Dismemberment.
- e. The President will be covered under NEA'S Educators Employment Liability Insurance Plan while working in the capacity as an elected official within the scope of the elected position.
- f. The President will receive a \$650.00 a month car allowance.
- g. It is recognized that as a full-time release President, 403(b) contributions are not permitted as per IRS regulations.
- h. Leaves
  1. The President shall receive 15 days of sick leave per year with unlimited accumulation for the President's term. Accrued leave has no monetary value. Leave days earned with CCEA and CCSD are not transferable between the two entities.
    - a. The Executive Board will have the authority to extend the President's leave up to 90 work days which includes the accrued leave days.
    - b. The office of President shall be declared vacant after 90 days of continuous absences.
  2. The President is entitled to three personal leave days.
  3. The President will received bereavement leave with no less benefit than is contained in staff contracts.



## **B. VICE PRESIDENT**

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Association

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### **Salary:**

- A. The Vice President will be paid at the daily rate of pay for the highest step in the masters + 32 class, unless the Vice President qualifies to be in a higher class, then the Vice President will be paid the highest step in that class, for a minimum of 184 and no more than 220 days during the Association fiscal year, including vacations and holidays as contained in the staff contracts. Additional benefits will be determined by Association policy.
- B. The Association will pay appropriate government taxes including FICA and Medicare.

### **Benefit Package:**

- A. CCEA shall reimburse CCSD for the appropriate PERS contribution as invoiced by CCSD on behalf of PERS for the benefit of the Vice President. An additional 18.4% contribution for add-on days shall be paid directly to the Vice President. The 18.4% payment for the add-on days shall sunset upon the completion of term (s) of Vice President in office on May 2011 and no future Vice President shall receive said payment.
- B. The Vice President's contribution in the Teachers Health Trust Health, Dental and Vision plans will be paid for by the Association with no less benefit than the staff contracts.
- C. The Vice President will be covered by a long term disability plan with a 90-day exclusion through the Clark County Education Association.
- D. The Vice President will be covered under NEA's Educators Employment Liability Insurance Plan while working in the capacity as an elected official within the scope of the elected position.
- F. The Vice President will received a \$650.00 a month car allowance
- G. It is recognized that as a full-time release Vice President, 403(b) contributions are not permitted as per IRS regulations.
- H. Leaves
  1. The Vice President will received 15 days of sick leave per year with unlimited accumulation for the Vice President's term. Accrued leave has no monetary value. Leave days earned with CCEA and CCSD are not transferable between the two entities.
    - a. The Executive Board will have the authority to extend the Vice President's leave up to 90 work days which includes the accrued leave days.
    - b. The office of Vice President shall be declared vacant after 90 days of continuous absences.
  2. The Vice President is entitled to three personal leave days.
  3. The Vice President will received bereavement leave with no less benefit than is contained in the staff contracts.

*(4/22/08, 4/26/11, 4/27/14) AR Council  
(5/22/12) Executive Board*

## **C. HIRING PRACTICES**

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Association

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1. All employed in part-time positions with the Association shall have a job description. Funding for the position shall be approved by the Executive Board.

*(5/14/75, 4/01/86) Executive Board*
2. The Executive Director or his designee shall respond in writing (fax) to requests for employment verification from prospective employers regarding prior employees.

*(12/01/98) Executive Board*
3. CCEA shall not hire spouses of Administrative Personnel employed by the Clark County School District to work full time in the CCEA office.

*(4/1/86, 2/02/99) Executive Board*

## **D. PERSONNEL**

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### Association

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1. It is the policy of the CCEA that all staff, in their interactions with members and/or public, be courteous and prompt. This includes *normally* returning telephone calls within twenty four hours, except for extenuation circumstances.
2. All complaints regarding staff performance which are the result of any staff interaction with membership will be investigated by the appropriate supervisor. Within fifteen (15) days of receipt of the complaint, the supervisor will notify the Executive Director of the results of the investigation and recommendations for its resolution. The Executive Director will act on the recommendation within fifteen (15) days, and notify the person originating the complaint.
3. All complaints must be in writing, and contain the name of the person making the complaint, the details of the complaint, and the dates (s) the incident precipitating the complaint occurred.

*(1996) Executive Board*

## **CCEA'S SEXUAL HARRASMENT POLICY**

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### Association

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CCEA has vigorously and consistently opposed sexual discrimination in employment. With regard to its members, CCEA's opposition is reflected in efforts undertaken by CCEA on behalf of members who have been victims of such discrimination. As an employer, CCEA is equally committed to this principle of nondiscrimination and the collective bargaining agreement between CCEA and the Clark County Staff Organization (CCSO) representing UniServ employees traditionally has prohibited "discrimination on the basis of ...sex."

The Equal Employment Opportunity Commission (EEOC) has indicated that sexual harassment is an unlawful form of discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964. It is, moreover, a violation of CCEA beliefs and contractual prohibitions against such discrimination and for the purposes of enforcing these prohibitions, the EEOC's definition of sexual harassment will be used. The definition is as follows:

Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The Executive Board reaffirms CCEA's commitment to ensure that its employees are provided with a work environment that is fair, humane, and responsible. Sexual harassment (as defined by the EEOC) is detrimental to the environment, and the Executive Board instructs the Executive Director to take such steps as he/she deems appropriate to deal with complaints of sexual harassment.

## **PROCEDURES**

CCEA encourages any employee who questions the conduct of another or wishes to discuss specific concerns to confidentially bring the matter to the attention of the Deputy Executive Director. CCEA also recognizes that, because of the sensitive nature of the issues involved or other special circumstances, employees may be reluctant to process certain complaints of sexual harassment through the grievance or complaint procedure. Accordingly, CCEA in conjunction with CCSO and CCEA employees has established the following special procedure as an optional alternative for dealing with such complaints by employees in these groups.

1. Any employee who believes that he or she is the victim of sexual harassment may request a meeting with the Deputy Executive Director. Except in unusual circumstances, this meeting will be held within five days after the request is made and will involve only the complaining employee, the Deputy Executive Director, and the appropriate bargaining unit or staff organization president if the employee is a member of CCSO (hereinafter referred to as the President)).
2. The Deputy Executive Director and the President (if the employee is a member of CCSO) will investigate the complaint. This investigation will be treated as confidential, and any documents involved in or resulting from it will be kept in a special file by the Deputy Executive Director. Unless otherwise authorized by the complaining employee, only that employee, the Deputy Executive Director, the Executive Director, and the President (if the employee is a member of CCSO) will have access to this file.
3. Within 30 calendar days from the date that meeting was held, the Deputy Executive Director will recommend an appropriate course of action to the Executive Director, which, if the allegation is proven, may range from professional counseling for the offender to discharge or other appropriate discipline. The Executive Director or Deputy Executive Director will act on the complaint within 10 calendar days after receipt of the recommendation and promptly inform the complaining employee and the President of the action taken.
4. The complaining employee may not file a grievance under the collective bargaining agreement, if applicable, while this special procedure is being implemented. If the complaining employee (if the employee is a member of CCSO) is not satisfied with the action taken by the Executive Director he or she thereafter may utilize the grievance procedure and for purposes of the time requirement for filing, the period will begin on the date on which he or she was notified of such action by the Executive Director.

It is not CCEA's intention to regulate the legitimate social activities that its officers, employees and other representatives choose. CCEA believes, however, that it is obligated to provide each employee with a work environment that is free from unsolicited and unwelcome sexual overtures.

*(1996) Executive Board*

**VII.**  
**LEGAL**

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Association

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1. A filed grievance may not be withdrawn without prior consultation with the grievant.  
*(4/27/82, 4/1/87) Senate*
2. In the event a CCEA member is charged with a crime under the state of Nevada Statutes that is allegedly committed during the course of the teacher's normal professional duties, the following will apply.
  - A. The CCEA will agree to advance the attorney selected by the CCEA to represent the member, up to \$2,000.00 upon the approval of the CCEA's Executive Director or his/her designee to retain the attorney's services.
  - B. Additional money may be advanced above and beyond the \$2,000.00, but only on the approval of the CCEA's Executive Board.
  - C. The member will enter into a written agreement with the CCEA, prior to the advancement of any legal counsel fees, which will stipulate the terms by which the member will reimburse CCEA. Such terms will be set by the Executive Director of CCEA and CCEA Treasurer.
  - D. In the event that the member is reimbursed by the NEA liability insurance plan, he/she shall endorse the reimbursement check, making it payable to the CCEA within five days of the member's receipt of the NEA reimbursement.
  - E. The member's signature below will indicate that he/she had read the document and agreed to abide by its terms and conditions.

CLARK COUNTY EDUCATION ASSOCIATION

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_

*(4/27/82, 4/1/87) Senate*

**VIII.**  
**GOVERNMENT RELATIONS**

**ENDORSED CANDIDATES**

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Association

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1. CCEA will initiate communication with any endorsed Candidate/Legislator who publicly supports a petition, or takes a public stance contrary to any NEA/NSEA resolution. Such communication will explain NEA/NSEA's stated position, and ask that individual to reconsider their support.

*(3/20/01)*

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Executive Board

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**IX.**  
**ADDENDA**

**A. Clark County Education Association Caucus Recognition Guidelines**

Clark County Education Association  
Caucus Recognition Guidelines  
4230 McLeod Drive,  
Las Vegas, NV 89121,  
702-733-3063  
August, 2005

The Executive Board of the Clark County Education Association encourages communication with the participation of its recognized caucuses. The function of CCEA "recognized" caucuses is to "advise, educate, and/or lobby the CCEA Executive Board on recognized societal issues which deserve to be actively pursued and/or studied within the CCEA." Any member of CCEA may form a caucus, apply for recognition, and invite other members of CCEA to join the caucus.

Members seeking caucus recognition shall abide by the guidelines contained within the document and must petition the CCEA Executive Board for recognition. Caucus recognition is granted to groups that:

1. Are comprised entirely of CCEA members.
2. Are consistent with CCEA Articles of Incorporation,
3. Bylaws, Policies, and Mission Statement.
4. Comply with the procedural requirements and rules governing caucus activities as set forth in this document.

Continuing recognition is subject to annual reapplication and approval by the CCEA Executive Board. Requests for recognition renewal must be submitted to the CCEA President prior to October 1 of each year. (See attached Request to Continue Recognition.)

The CCEA Executive Board has the authority to rescind or suspend the recognition of any CCEA caucus. The following actions are grounds to rescind or suspend recognition:

1. The use of caucus recognition, association, and connection with CCEA for any purpose other than attempting to influence CCEA governance.
2. Any caucus that purports to speak for, or act on behalf of, CCEA; or its affiliates.
3. Failure to comply with the provisions of these Guidelines.

Any CCEA member may file a request to have caucus recognition rescinded or suspended for one or more of the above reasons. If a caucus is denied recognition by the CCEA Executive Board, the caucus may appeal the Board's decision to the Association Representative Council at which the appeal is to be heard. Applications for appeal to the Association Representative Council must be received within 30 days of the CCEA Executive Board's decision.

These Guidelines contain the following information and documents:

Rules Governing Recognized Caucus Activities  
Caucus Recognition Petition  
Request to Continue Recognition  
Application to Appeal Caucus Recognition  
List of CCEA Recognized Caucuses

CCEA provides the following services for caucuses *at Delegate Assembly*:

#### Logistical Assistance

CCEA staff will assist in arrangements for caucus meetings held and matters relating to meeting room assignments, meeting announcements, and other support services. All arrangement requests should be directed to CCEA, 4230 McLeod Las Vegas, Nevada 89121, (702) 733-3063 to the attention of Associate Executive Director.

#### Meeting Space

Upon request by the caucus chairperson, a meeting room shall be provided at the CCEA building. All expenses, incidental to caucus organization, activities or meetings shall be assumed by the Caucus. Caucus meetings shall not be scheduled to conflict with CCEA general business meetings.

#### Typing and Copying Service

Copying services for caucuses will be handled up to a reasonable limit. The reasonable limit will be determined by the officers of CCEA, taking into consideration the number of pages and copies at the time the request is made.

### **RULES GOVERNING RECOGNIZED CAUCUS ACTIVITIES**

- Unless recognized pursuant to the Caucus Recognition Guidelines, a caucus may not include a reference to CCEA in its name.
- The Use of the acronym “CCEA” in connection with a recognized caucus name designates that the group is made up of CCEA members, and does not in any way indicate that the caucus speaks for, or acts on behalf of, CCEA.
- A recognized CCEA caucus shall include on all written material (including information published on the CCEA website or any other website published associated in any way with a recognized caucus) the following disclaimer:
- THE VIEWS EXPRESSED IN THIS DOCUMENT ARE THOSE OF CAUCUS. THE CAUCUS HAS NO AUTHORITY TO SPEAK FOR, OR ACT ON BEHALF OF, CCEA.
- CCEA, NSEA, and NEA staff may provide support and assistance to a caucus, but may not be voting members or participate in the governance of a caucus.
- CCEA recognized caucuses must be comprised entirely of CCEA members.
- Upon request by the caucus chairperson to the CCEA President, a meeting room shall be provided.
- Caucus meetings shall not be scheduled to conflict with CCEA Association Representative Council or Executive Board meetings.
- CCEA recognized caucuses shall not make CCEA policy or speak on behalf of CCEA, as these functions are reserved for elected officials of CCEA in accordance with written duty adopted CCEA governance documents.
- CCEA recognized caucuses shall have no cause that is inconsistent with the goals, Articles of Incorporation, Bylaws, Policies, and Mission Statement of CCEA.
- CCEA recognized caucuses electing representation on the CCEA website are responsible for providing content and updates. CCEA reserves the right to remove or reject any material in opposition to CCEA goals, Articles of Incorporation, Bylaws, Policies, and Mission Statement. CCEA will provide website framework.
- All CCEA recognized caucuses shall comply with the procedural requirements set forth in these Guidelines.

**CLARK COUNTY EDUCATION ASSOCIATION  
CAUCUS RECOGNITION PETITION**

A "recognized CCEA caucus" is an internal entity that is recognized by CCEA for the sole purpose of attempting to influence CCEA governance in the development of CCEA policy. Toward this end, caucus may advise, lobby, and/or otherwise communicate with CCEA governance. Any group wishing to be recognized as a CCEA caucus may request recognition by filing this form and forwarding to the CCEA Office, 4230 McLeod, Las Vegas, NV 89121.

Date of Application: \_\_\_\_\_

Name of Caucus: \_\_\_\_\_

Purpose of Caucus: \_\_\_\_\_

Please provide the names and address of leaders and/or officers:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please provide a projected plan for meetings:

List of caucus members:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

We understand that status as a recognized CCEA caucus is subject to the provisions of the Guidelines for Recognized Caucuses.

Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_

(Please print)

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_



FOR CCEA USE ONLY:

Granted: \_\_\_\_\_ Denied: \_\_\_\_\_

\_\_\_\_\_  
For CCEA Executive Board

\_\_\_\_\_  
Date:

CLARK COUNTY EDUCATION ASSOCIATION  
REQUEST TO CONTINUE CAUCUS RECOGNITION

Requests for recognition renewal must be submitted to the CCEA President prior to October 1 of each year.

We understand that status as a recognized CCEA Caucus is subject to the provisions of the Guidelines for Recognized Caucuses.

Name of Caucus: \_\_\_\_\_

Purpose of Caucus: \_\_\_\_\_

Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_

(Please print)

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**CLARK COUNTY EDUCATION ASSOCIATION  
APPLICATION TO APPEAL CAUCUS RECOGNITION**

Basis for appeal of caucus status:

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Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## **CCEA Recognized Caucuses**

**Caucuses to be determined**

## **B. Election Adoption Procedures**

### **PREFACE**

**The Fiscal/Membership year for these election procedures will be from September 1, 2017 through August 31, 2018. Membership must be held for the full year to qualify as a Fiscal/Membership year of eligibility for elected positions as outlined in the CCEA bylaws and in compliance with sister organizations.**

### **I. NOMINATIONS**

#### **A. Nomination of Candidates**

Candidates must submit a completed nomination form to the Elections Committee at the CCEA office no later than 6:00 p.m., Monday, December 11, 2017. Additional nomination forms will be accepted from the floor during the December 12, 2017 Association Representative Council meeting, at which time nominations will be declared closed. Each candidate must be a CCEA member, in accordance with the Bylaws, to be eligible for nomination to a CCEA open position.

1. If you are currently holding an NSEA-DA or NEA-RA Delegate position and your term is not expiring, submitted nomination forms for a duplicate position, respectively, will be voided by the Elections Committee.

#### **B. Nomination Speeches by Candidates**

Candidates for CCEA Officers and CCEA Executive Board shall be allowed five (5) minutes for nominating speeches. NSEA Board of Directors candidates shall be allowed three (3) minutes for nominating speeches. Candidates for CCEA TIP Coordinating Council shall be allowed two (2) minutes for nominating speeches. The cumulative time allotted for nominating speeches shall include the nominator, seconder, and candidate speeches. Candidates who will not be able to attend the AR Council meeting for professional reasons may submit their video recorded speech of the appropriate length to Angela Ammons (aammons@ccea-nv.org) by 4:30 pm on Friday, December 8, 2017.

#### **C. Procedure for Withdrawal**

Any candidate wishing to withdraw from a race must do so in writing to the Elections Committee, prior to 4:30 p.m. on Friday, December 15, 2017

#### **D. Election Procedures**

Elections procedures, once adopted, will be posted on the CCEA website for viewing. Copies will be available at the CCEA office upon adoption by the Association Representative Council.

#### **E. Notice of Vacancies**

The Elections Committee shall notify each member of the positions for which candidates may be elected through the *CCEA Express* publication which will include additional information regarding proper procedure for submitting nominations. The January/February 2018 edition of the publication will include the Election Calendar.

### **II. VACANCIES**

Only active CCEA members are eligible to run for any elected position and must meet the minimum qualifications as outlined in the CCEA Bylaws.

#### **A. CCEA Executive Board Officers (2-year term)**

The composition and terms of the CCEA Executive Board Officer are stated in the CCEA Bylaws; Article IV. The positions open for the 2018 Elections are:

**President (2018-2020)**

**Vice President (2018-2020)**

1. **ELIGIBILITY:** Membership must be held for at least two (2) Fiscal / Membership years immediately preceding the time of seating for a post probationary member to qualify for the offices of President and Vice President (CCEA Bylaws: Article IV, Section 2). The burden of proof of post-probationary status resides with the candidate. Any official documentation that reflects post-probationary status must be submitted to the Election Committee. The document will only be considered up to one (1) page in length.
2. An Officer running for re-election to a currently held position shall be deemed to have demonstrated post-probationary status.

**B. CCEA Executive Board (2-year term)**

The composition and terms of the CCEA Executive Board are stated in the CCEA Bylaws:

Article V, Section 1. The positions open for the 2017 Elections are:

<b>Seat 1B (2018-2020)</b>	<b>Seat 4B (2018-2020)</b>
<b>Seat 2B (2018-2020)</b>	<b>Seat 5B (2018-2020)</b>
<b>Seat 3B (2018-2020)</b>	<b>Seat 6 - OLP (Other Licensed Professional)</b>

1. **ELIGIBILITY:** Membership shall be held for at least one (1) Fiscal / Membership year immediately proceeding the time of seating to qualify for the Executive Board position. (CCEA Bylaws: Article V, Section 2 and 6).
2. Seat 6 OLP shall be held by a member meeting all eligibility requirements and in addition be under contract in one of the Other Licensed Professional job titles.
  - a. All OLPs shall be a voting member of the OLP zone ONLY and therefore vote for the OLP zone representative(s).
  - b. An OLP may return to their geographical zone based on home school assignment by submitting a written request to the Election Committee Chair (to be forwarded to the Executive Secretary and Leadership of CCEA).
    - i. The OLP member shall return to the geographical zone if and only if the member is running for an Executive Board Seat of a geographical zone.
    - ii. The OLP shall remain in the geographical zone if elected for the duration of the term to be served.

**C. CCEA Representatives on the NSEA Board of Directors (3-year term)**

The composition and terms of the CCEA Representatives on the NSEA Board of Directors are stated in NSEA Bylaws: Article VI. The positions open for the 2018 Elections are:

<b>Seat G (2018-2021)</b>	<b>Seat H (2018-2021)</b>	<b>Seat I (2018-2021)</b>
<b>Seat J (2018-2021)</b>	<b>Seat K (2018-2021)</b>	<b>Seat L (2018-2021)</b>

**D. CCEA TIP Coordinating Council Members (2-year term)**

The composition of the CCEA TIP Coordinating Council is stated in the Clark County TIP Coordinating Council Bylaws: Article IV, Section E. There are zero (0) open positions for the 2017-2019 TIP Coordinating Council

**E. NSEA Delegate Assembly Delegates**

**1. CCEA Delegates to NSEA Delegate Assembly (2-year term)**

- a. The composition of the Delegate Assembly is based on the membership of each local affiliate. The CCEA is entitled to one (1) delegate per seventy (70) members, approximately one hundred fifty one (151) delegates (based on 10,600 members). Verification from NSEA will come no later than December 1, 2017.

The CCEA President, CCEA Vice President, CCEA Secretary, and CCEA Treasurer each fill a delegate position. There are approximately ninety-seven (97) delegate positions who will be serving the second (2nd) year of their two (2) year term. There are approximately fifty-four (54) delegate positions open for the 2018 Elections.

The 2017 delegates to the NSEA Delegate Assembly will be informed in writing as to their status as a delegate during the first week of November 2017.

**2. Alternate Delegates to the NSEA Delegate Assembly**

a. Alternate delegates are designated from the current elections ballot. After the number of delegate positions for the NSEA Delegate Assembly is filled for the 2018 Elections, the remaining candidates will be ranked from the greatest number of votes to the least number of votes. The candidate receiving the greatest number of votes, after all elected candidates, shall be the first (1st) alternate, the candidate receiving the second (2nd) greatest number of votes shall be the second (2nd) alternate, and so forth, until all alternate delegate seats are filled.

b. When a delegate is unable to attend the NSEA Delegate Assembly, the first (1st) successor shall replace that delegate. If the first (1st) successor is unable to attend, the second (2nd) successor shall replace the first delegate that cannot attend, and so forth, until all delegate positions are filled or all successor delegates have been utilized. Successors will have 3 business days to respond from the first attempt of notification before the next successor is contacted.

In the event a delegate cancels within 24 hours of the group's departure, there will be only one attempt to contact each successor until one who can attend is located. In the event that the first attempt to contact a successor delegate is unsuccessful, the process will be repeated only until the close of CCEA business that day.

c. The alternate delegate will receive a written confirmation with the name of the delegate being replaced. The delegate will receive written documentation with the name of the alternate who is replacing that delegate.

d. The 2017 delegates to the NSEA Delegate Assembly will be informed in writing as to their status as a delegate during the first week of November 2017.

e. An alternate replacing a delegate:

i. Serves for the remainder of the elected delegate's term at the Assembly for an elected delegate un-excused absence.

ii. Serves for the elected delegate at the Assembly from which the elected delegate has been excused.

- f. A delegate may be excused from the NSEA Delegate Assembly for reasonable cause as determined by the CCEA Executive Board. A letter requesting reinstatement must be received no later than 6:00 p.m. on Monday, December 11, 2017.

**F. NEA Representative Assembly Delegates**

Delegates to the NEA Representative Assembly for the state and local level will each appear in their own area on the ballot and each category will have its own successor delegates.

**1. NSEA Delegates to NEA Representative Assembly (2-year term)**

- a. CCEA is eligible for approximately eleven (11) NSEA state delegate positions to the NEA Representative Assembly. These positions will be funded by the NSEA according to its budget. Allocation of delegates shall be on the basis of active membership in the Association as of January 31, 2018. There are six (6) delegates who will be serving the second year of their (2) year term. There are four (4) delegate positions open for the 2018 Elections.
  - 1. Buyout days will be in accordance with CCEA Policies.
- b. The 2017 delegates to the NEA Representative Assembly will be informed in writing as to their status as a delegate during the first week of November 2017

**2. CCEA Delegates to the NEA Representative Assembly (2-year term)**

- a. The composition of the Representative Assembly is based on the membership of each local affiliate. The CCEA is entitled to one (1) delegate per each one hundred-fifty (150) members – approximately seventy-one (71 ) delegates (based on 10,600 members). Allocation of delegates shall be on the basis of active membership in the Association as of January 31, 2017. The CCEA President, CCEA Vice President, CCEA Secretary, and CCEA Treasurer each fill a delegate position. There are approximately twenty-eight (28) delegates who will be serving the second (2nd) year of their two (2) year term. There are approximately forty-one (41) delegate positions open for the 2018 Elections.
- b. The 2017 delegates to the NEA Representative Assembly will be informed in writing as to their status as a delegate.

**3. Successor Delegates to the NEA Representative Assembly**

- a. Successor delegates are designated from each funding category, CCEA or NSEA, of the current elections ballot. Successor delegates' names must have appeared on the ballot, printed or as a write-in. Successors cannot be appointed. If the list of successor delegates is depleted and successor delegates are still needed, those positions will remain vacant. After the number of delegate positions for the NEA Representative Assembly is filled from the 2018 Elections, candidates will be ranked from the greatest number of votes to the least number of votes. The candidate receiving the greatest number of votes, after elected delegates, shall be the first (1st) successor, the candidate receiving the second (2nd) greatest number of votes shall be the second (2nd) successor, and so forth, until all successor delegate

positions are filled. If there is a tie among the successor delegates with the number of votes received, a lottery will be conducted by the committee to rank the order of the successors.

- b. When a delegate is unable to attend the NEA Representative Assembly, the first (1st) successor within that delegate category shall replace that delegate. If the first (1st) successor is unable to attend, the second (2nd) successor shall replace the first delegate that cannot attend, and so forth, until all delegate positions are filled or all successor delegates have been utilized. Successors will have 3 business days to respond from the first attempt of notification before the next successor is contacted.

In the event a delegate cancels within 24 hours of the group's departure, there will be only one attempt to contact each successor until one who can attend is located. In the event that the first attempt to contact a successor delegate is unsuccessful, the process will be repeated only until the close of CCEA business that day.

- c. The successor delegate will receive a written confirmation with the name of the delegate they are replacing. The delegate will receive written documentation with the name of the successor that is replacing that delegate.
- d. A successor delegate takes the place of a delegate and serves for the remainder of the term. If the delegate is unable to attend the NEA Representative Assembly, that delegate is required to write a letter requesting reinstatement as a delegate to the NEA Credentials Committee by Friday, January 12, 2018. The delegate may then resume service in the term of office to which the delegate was elected upon a positive response from the NEA Credentials Committee.

### III. VOTERS

All full-time and half-time members of CCEA are eligible to vote.

### IV. GENERAL CAMPAIGN REQUIREMENTS

Candidates are responsible for seeing that their campaign workers are aware of these rules and regulations and may be held accountable for any and all violation(s) committed by campaign workers.

#### A. Campaign Period

For CCEA Officers, CCEA Executive Board Members, NSEA Board of Directors, CCEA TIP Coordinating Council, NSEA Delegate Assembly Delegates, and NEA Representative Assembly Delegates, the campaign period begins no earlier than six (6) months prior to nominations and shall terminate on the day and time ballots are due.

#### B. Campaign Revenues and Expenditures

##### 1. Definitions

- A. Campaign revenues mean financial contributions, goods, and/or in-kind services made available to the candidate by groups or individuals within and outside Nevada.
- B. Campaign expenditures include costs or the money spent by the candidate for the office being sought.



- C. No Association resource, paid for by dues money or a portion of dues money collected at the local, state, or national level, shall be used to promote the candidacy of any individual for a CCEA, NSEA, and/or NEA office, except as provided in Article V, Section C and D
- D. CCEA, NSEA, and/or NEA may not contribute money, goods, photographs, services, or anything of value, directly or indirectly, to promote the candidacy of any individual for CCEA office, except as provided within these procedures.

**C. Campaign Materials**

1. No candidate may have his/her materials prepared, printed, or delivered by the Association or its employees except for those provided within these procedures. However, a candidate may use the CCEA mailing address in the address return block of the materials, as long as the candidate name appears within the address block.

EXAMPLE: John Doe  
4230 McLeod Drive  
Las Vegas, NV 89121

2. No usage of the CCEA logo, brand, or name is permitted.
3. Candidate understands that any candidate mail returned to CCEA will be shredded.

**NOTE:** While CCEA makes every effort to have the most up-to-date membership address information on record, the candidate understands that the post office may return mail to CCEA's mailing address and that neither CCEA nor the CCEA Elections Committee bears any responsibility for such returned items.

**D. Role of Elected Leaders in Candidate Elections Campaign**

1. Elected officers and/or Executive Board members at local, state, and national levels retain their rights as members to participate in the affairs of the organization, including supporting and working on behalf of candidates for office. Campaign activities may not occur during official Association functions and may not involve the expenditure of Association funds at any level - local, state, or national. Officers, and/or Executive Board members may not use Association funds, facilities, equipment, personnel, stationery, newsletters, or any other Association asset to assist them in campaigning.
2. A CCEA elected officer and/or Executive Board member in his or her official capacity shall not carry any reference to an election for CCEA office unless the reference is a notice of the elections or in the nature of a report on an item of business at a meeting of the Executive Board or other official CCEA meetings, excluding the Association Representative Council.

**E. Campaign Material Identification**

The name(s) of sponsor(s) must be approved by the campaign candidate and be visible on all campaign materials except novelty items, buttons, and food products, which are excluded from this requirement. A candidate is responsible for all materials pertaining to his/her candidacy.

**F. Association Logo**

Neither the CCEA, NSEA, or NEA logo nor the symbol of the United Education Profession may be used by candidates in campaign materials or in their displays. The Elections Newsletter, produced by the Association, may include any logo or symbol of the United Education Profession.

## V. ASSOCIATION RESOURCES AVAILABLE TO CANDIDATES

### A. Literature Distribution to CCEA Members

1. Candidate materials cannot be sent through school mail. Candidate materials cannot be sent to or from district proprietary email servers including Interact and/or @nv.ccsd.net Google addresses. Violating this rule may result in disciplinary action by CCSD.

**NOTE: NO CAMPAIGN MATERIALS WILL BE SENT THROUGH SCHOOL MAIL.** During the 1994 CCEA Elections, the Association was made aware by the School District of the ruling in the case of Fort Wayne Community Schools, Fort Wayne Education Association and United States Postal Service (Case No. 90-3316). The United States District Court for the Northern District of Indiana entered judgment in favor of schools. **Therefore, school mail is only to be used for school-related matters.**

2. Each candidate will be responsible for producing his/her own campaign material. Distribution must ONLY occur outside of contract time. (ex. On personal time, outside contract, on personal day, etc)
3. The Elections Committee and/or the Association will not be held responsible if Association Representatives do not distribute candidate literature.

### B. Mailing Labels

1. Labels can be requested for a period of eight (8) business days following the December ARC. The 2018 election request window will span from Wednesday, December 13 through Friday, December 22, 2017. A candidate must give written notice to CCEA to request mailing labels. CCEA will have the labels available within three business days from the written request being received. Printing of mailing labels will be from a membership roster dated December 13, 2017.

At the time of pickup, a candidate will be required to sign an affidavit attesting to the use and purpose of the labels.

2. Labels shall be available under the following format:
  - A. Upon written request, CCEA shall provide sets of the CCEA Association Representative mailing labels, which shall include school site, school address, and number of members at each school site. The candidate's cost will be at actual cost including staff time for each Executive Board zone (\$10.00 per zone).
  - B. Upon written request from a candidate running for CCEA Officer, CCEA Executive Board, and/or NSEA Board of Directors, CCEA shall provide a general membership list which shall include member name, school site and school address to a designated mail processing company for distribution of campaign literature. The candidate will be responsible for all costs associated with the production and mailing of the campaign piece. Sets available can include individual zones or entire membership.
3. Association Representatives at their work location have the responsibility to dispense **only** campaign literature, which carries the name(s) of sponsor(s). (i.e., Committee to Elect).
4. Campaign materials may be displayed and/or distributed to members at CCEA functions, before and/or after meetings, but materials may not be attached to vehicles or walls. Candidate is responsible for removing and/or collecting his/her materials at the end of the function.

C. **CCEA Elections Newsletter**

1. **Content of Materials**

- a. Announcement in the *CCEA Elections Newsletter*: Candidates who have filed a nomination form to run for CCEA Officer, CCEA Executive Board, NSEA Board of Directors, and/or CCEA TIP Coordinating Council will have the opportunity to submit a campaign statement and have their picture taken by the CCEA photographer. Campaign statements and photos must be submitted to the CCEA Elections Committee by email only to **Angela Ammons** ([aammons@ccea-nv.org](mailto:aammons@ccea-nv.org)) and may include a "cc" to Noel Kleemann, Election Committee Chair ([noelkleemann@gmail.com](mailto:noelkleemann@gmail.com)), no later than 4:30 p.m. on Thursday, December 14, 2017.

Candidates will receive an electronic acknowledgement of receipt. Facsimile submissions will not be considered. The campaign statement must be in a typed electronic format and cannot exceed 150 words. All words exceeding the 150-word limit will be deleted. Any campaign statement not received by 4:30 p.m. on Thursday December 14, 2017 will not be published in the Elections Newsletter. All campaign statements must be submitted between the close of nominations and the deadline date to provide the campaign statements. Paid advertisements for political campaigns shall not be accepted by the CCEA. Candidates may have the CCEA photographer take their photo during the designated dates or submit a digital photograph, as a JPEG, EPS, or TIFF file by 4:30 p.m. on Thursday, December 14, 2017. The file must be emailed to: [aammons@ccea-nv.org](mailto:aammons@ccea-nv.org). Campaign materials cannot be sent to or from district proprietary email servers including Interact and/or @nv.ccsd.net Google addresses

- b. When CCEA pays for production and/or dissemination of materials, CCEA reserves the right to reject any materials that could expose CCEA to legal liability or that are not in the best interests of the Association, and shall be subject to review by the CCEA Elections Committee.
- c. Any material printed and/or distributed by CCEA must be informational in nature. Such materials will be restricted to factual statements expressing a candidate's view on issues or providing biographical information. Statements or messages will be limited to objective facts and will not include negative or slanderous material. Examples include, but are not limited to, subjective statements about candidates, testimonials, explicit or implicit references to or comparisons with other candidates or their campaign themes. Statements or messages may contain factual information about the candidate and the office being sought.
- d. A candidate and/or designee may challenge the determination of the CCEA Elections Committee that materials proposed by the candidate for printing and/or distribution by CCEA are unacceptable. This challenge will be heard by the Review Board. A challenge to the CCEA Elections Committee's determination on campaign materials will be presented to the Review Board and the decision of the Board will be final.
- e. When the candidate pays both production and dissemination costs and CCEA merely serves as a conduit for transmitting the material to members and/or delegates, the candidate retains full and final authority over the content of the material as well as its size, shape, weight, length, and so forth.

**2. Procedure for Challenging CCEA Elections Committee Determination on Candidate's Materials**

- A. A challenge to the administrative determination shall be filed on a notarized form provided by the Review Board. Said notice will be given by the close of business of the CCEA workday immediately following the day on which the candidate is informed of the administrative determination.
- B. Within three (3) business days after the above notice is filed, the Review Board will, at its option, hold a meeting or a telephone conference call to address the challenge. The Board will attempt to schedule the meeting or telephone conference call at a time convenient for the candidate.
- C. Before the meeting or telephone conference call, the Review Board Chairperson will transmit a copy of the campaign material in question to each Board member.
- D. During the meeting or telephone conference call, the candidate will have an opportunity to explain to the Review Board the basis for the challenge to the administrative determination and CCEA Elections Committee responsible for the administrative determination will have an opportunity to explain that determination
- E. After the conclusion of the meeting or telephone conference call, the Board will decide whether the campaign material is acceptable. The Review Board will notify the candidate of the Review Board decision by the close of business of the CCEA workday immediately following the day on which the meeting or telephone conference call is concluded.
- F. To comply with the requirements relative to the distribution of campaign material in the *2018 CCEA Standing Elections Procedures* and throughout this document, the timelines in the above procedure will be strictly adhered to. The Committee may extend a timeline only for good cause.

**D. Candidate Video**

Candidates may submit a video file to the CCEA Elections Committee, by 4:30 p.m. on Thursday, December 14, 2017, the content of the video must follow all applicable guidelines used for the submittal of the CCEA Elections Newsletter statement. These items are regarded as vehicles for impartial publication of election information. If a candidate does not comply with the criteria, the video will not be uploaded.

**VI. ELECTIONS PROCEDURES**

**A. Materials**

Elections procedures will be posted on the website and available for downloading and printing at least ten (10) calendar days prior to the close of nominations. Copies will also be available at the CCEA office upon adoption by the Association Representative Council.

**B. Elections Conduct**

The conduct of all elections of the CCEA offices shall be the responsibility of the Elections Committee, including ratification of the contractual agreement between CCEA and CCSD at the General Membership meeting, elections held at Association Representative Council meetings, and elections files

**C. Observers**

Each candidate will be permitted to have one (1) observer at the tabulations of the ballots in a designated area. All observers must wear identification badges and refrain from taking part in, talking, or interfering with the Elections Committee. No observer shall release any elections results until after the Elections Committee has posted the results in the CCEA office. The Association will not be responsible for any costs associated with the candidate's observer.

Observers will be prohibited from using cell phones or computers in the tabulation room. Observers must stay in the tabulation room at all times except for restroom and lunch breaks.

**D. Preparation of Ballot**

The Elections Committee shall prepare the ballots of all verified candidates. The following requirements shall be observed in the preparation of the ballot:

1. The names of all candidates shall appear on the ballot.
2. Space will be provided for write-in candidates for each open race.
3. All envelopes will be numbered for verification purposes.
  - a. Numbered envelopes will be logged prior to distribution.
  - b. The Election Committee will verify one mailing crate per zone, to ensure printing accuracy and a full count of numbers as listed on the master roster.
  - c. The Committee will review a sample ballot to ensure proper printing of the ballot.
  - d. The Committee will scan all remaining mailing crates for properly sealed envelopes.
  - e. An Election Committee member and alternate will be assigned to pick up ballots from the clearing house.

The ballot box will be secured and the key(s) will be placed individually in a sealed and taped envelope. A key will be kept by two (2) members of the Election Committee. These members will not be the same members as those assigned to pick up ballots.
4. Elections Committee members will be allowed to participate in the preparation of ballots whether they are seeking office or not, but will not be allowed to tabulate votes if they are seeking office for positions other than Representative Assembly and/or Delegate Assembly.
5. The ballots shall not identify the source of any nominators, indicate endorsing parties, or contain any information that might be construed as prejudicial, such as a candidate's capabilities, prior service, or present or previous office(s) held.
6. The final copy of the candidate list and ballot shall be proofread and initialed by the Chairperson of the Elections Committee and members of the committee.
7. Ballots will not contain any campaign materials.
8. After ratification by the Association Representative Council, all ballots will be destroyed 30 days after the elections unless there is a challenge.

**E. Order of Names**

The order of names of candidates on the ballot shall be in ascending order in even years and descending order in odd years.

**F. Secret Balloting**

Candidates for each individual office shall be elected by secret ballot.

**G. Voting**

1. Ballots will be sent to the members, at their home address on record, **via bulk mail**
2. Each member is responsible for returning his/her own ballot to the CPA firm of Daniel McArthur, Ltd. **no later than 4:00 p.m. on Friday, February 23, 2018.** Ballots may be returned by mail or delivered in person to Daniel McArthur, Ltd. at 501 S. Rancho Drive, #E-30, Las Vegas, NV 89106, as long as each ballot is in the envelope provided.
  - a. Ballots will be stored in a large locked ballot box.
  - b. The Election Committee chair or designee will pick up the locked ballot box after voting has concluded. The box will be stored at CCEA in the conference room. The conference room is to remain locked while the box is there until the scheduled ballot count.
  - c. The Elections Chair will open the ballot box with two (2) or more committee members present at the beginning of counting ballots.
3. If a member does not receive a ballot, or needs a new envelope, he/she should contact Angela Ammons at 702-733-3063 who will relay the information to the Elections Committee.

**VII. TABULATION OF BALLOTS**

- A. Members of the Elections Committee will count ballots at the CCEA office on **Saturday, February 24, 2018.**
  1. Election Committee members will not be allowed to tabulate votes if they are seeking office for positions other than Representative Assembly and/or Delegate Assembly.
- B. The Elections Committee shall be responsible for setting up a method of counting the ballots.
- C. Blank ballots shall not be counted in the total number of ballots cast.
- D. Invalid ballots shall be counted in the total number of ballots cast. The Elections Committee will invalidate:
  1. Sections of the ballot where votes exceed the numbers of positions available.
  2. Any write-in that is not an eligible CCEA member.
  3. Any write-in that is not using legal name or common preferred name.

EXAMPLE:  
Michael Jones and Mike Jones will be counted for the same person unless otherwise identified as separate people.
  4. Any write-in that is not legible.
  5. Any write-in that is not bubbled.
  6. Any altered ballot, resulting in the entire ballot being invalid.
  7. Any ballot that was completed in ink.
  8. Any ballot marked in such a way that it cannot be determined for whom the vote is cast. Only that race will be invalidated, not the entire ballot.
  9. Any ballot in a non-CCEA issued envelope.
- D. The Elections Committee has the authority to recount ballots.
- E. Winners of positions for CCEA Officer, CCEA Executive Board, and NSEA Board of Directors will be determined by a majority vote. Winners of positions for CCEA TIP Coordinating Council, Delegates to NEA Representative Assembly, and Delegates to NSEA Delegate Assembly will be determined by a plurality vote.
- F. A run-off election will occur if no candidate for the position(s) of CCEA Officer, CCEA

Executive Board, and/or NSEA Board of Directors receives the number of votes needed to be elected. Standing elections procedures will be followed for the CCEA Officers and Executive Board. The NSEA Bylaws will be followed to conduct a runoff election for the NSEA Board of Directors.

- G. The Elections Committee Chairperson and members will initial or sign the elections results.
- H. The chairperson of the Elections Committee or designee will announce the results of the elections as soon as the results are certified. Candidates for CCEA Officers, Executive Board, and NSEA Board of Directors will be notified by phone, followed by a letter as to the results of the elections. The results of the elections will also be posted in the CCEA office and, once ratified, on the CCEA website.
- I. The elections results will be presented to the CCEA Association Representative Council for ratification. Once ratified, they will be posted on the CCEA website.
- J. After ratification by the Association Representative Council, all ballots will be destroyed thirty (30) days after, unless there is a challenge.
- K. If the number of candidates equals the number of vacancies for the same office, the candidates shall be declared elected after nominations are closed in accordance with CCEA, NSEA, and NEA Bylaws.
- L. Elections results in which the spread between candidates is 5% or less of the total votes cast for the position of CCEA Officers, CCEA Executive Board and NSEA Board of Directors must be recounted by hand by the Elections Committee prior to announcing any elections results.

#### **VIII. RUN-OFF ELECTIONS PROCEDURES**

Candidates whose names will be on a run-off ballot may resume campaigning immediately upon ratification of the elections results by the Association Representative Council. All standing elections procedures will be followed.

- A. Run-off elections for positions determined by majority vote shall be held as necessary until there is an election for each position by a majority vote.
- B. If run-off elections are necessary, the Elections Committee will notify each candidate involved within 48 hours. Association Representatives and the Executive Board will be notified at the next Association Representative Council meeting.
- C. Run-off elections shall mean a voting procedure as follows:
  - 1. If a candidate has not achieved a majority of the valid ballots cast, another election shall be held.
  - 2. The run-off ballot shall contain a sufficient number of candidates to assure that one more candidate than the position allows are listed.
  - 3. The names of candidates will be listed in alphabetical order by last name.
  - 4. The NSEA Bylaws governs the run-off elections for members to the NSEA Board of Directors.
  - 5. Write-ins will not be permitted in a runoff election.
  - 6. Runoff elections do not apply to seats on the NSEA Delegate Assembly and NEA Representative Assembly.
- D. Standing elections procedures will be followed, with the Elections Committee establishing the dates for the run-off elections and informing the candidates and Association Representatives, if an Association Representative Council meeting is not scheduled within five (5) days of the announcement of the run-off elections.

## **IX. VACANCY ELECTIONS**

- A. A vacancy election will be held during regularly scheduled Association Representative Councils (ARC) for positions that become vacant outside of the regular election cycle pursuant to CCEA Bylaws.
- B. Elections Committee will use the following procedures during ARC Elections:
  - 1. Ballots for open positions will be stapled together in a set. Voting members will be issued one set of ballots along with their single voting card at time of registration. It is the member's responsibility to maintain possession of elective material. No duplicates or replacements will be provided.
    - a. Guests that register will be given a colored GUEST sticker.
    - b. Additional guests, such as children, may also be designated with a guest sticker.
  - 2. Each open position will have a separate ballot sheet. Each position will have a different color for easy visual designation.
  - 3. An envelope will be provided for each open position to secure the ballots once they have been counted. Each envelope should be prepared with an election result sheet and a motion form.
  - 4. The election, including speeches, will begin at approximately 5:30 p.m.
  - 5. A locked ballot box will be available to voting members that need to leave early. A member of the election committee shall monitor the box. The ballot box will be clearly visible from the ARC floor.
    - a. The key to the locked ballot box will be sealed and taped inside an envelope. The Elections Chair or a designated member of the election committee will hold the key until it is time to count the ballots.
  - 6. The Election Committee will count ballots in a separate room, when available, or in an area separate from the ARC floor.

## **X. ENFORCEMENT PROCEDURES**

- A. In the event that the Elections Committee finds that an alleged violation of a campaign regulation has occurred, the Committee will direct immediate cessation of the irregular practice.
  - 1. The Committee Chair(s) will informally attempt to resolve the situation by requesting cessation of the irregular practice.
- B. A challenge or alleged violation to the elections shall be filed on a notarized form provided by the Elections Committee. Such form must be filed with the Chairperson of the Elections Committee and must include the alleged violation, date, and place. The challenge or alleged violation shall be entertained only if it is filed within ten (10) business days after the member knew, or reasonably should have known, of the alleged violation, or within ten (10) business days of the posting of the elections results, whichever date shall occur first. The Committee may make a recommendation to the Association Representative Council on the challenge or alleged violation within thirty (30) business days. Any challenge filed after such specified time period must be presented before the Review Board.

In the event that the Elections Committee finds that an alleged violation of a campaign regulation is in fact true, the Committee will direct immediate cessation of the irregular practice.

- 1. The Committee Co-Chairs will informally attempt to resolve the situation by requesting cessation of the irregular practice.



- C. The Elections Committee shall, within five (5) business days of receiving a challenge or allegation of wrongful elections practices, conduct an investigation to gather information. The Plaintiff and Defendant will be notified of the investigation by the Elections Committee Chairperson, or their representative, via telephone with a follow-up certified, return receipt letter.
- D. The Plaintiff and Defendant will be notified of the investigation by the Elections Committee Chairperson, or their representative, via telephone with a follow-up certified, return receipt letter.
- E. The Plaintiff and Defendant, or their representative, will have the right to challenge members of the Elections Committee and request their disqualification from any investigation, and/or proceedings involving their allegations and/or challenges. Members of the Elections Committee may voluntarily remove themselves from any proceedings in which they feel unable to provide an unbiased recommendation. The Elections Committee shall consider all challenges to Committee members prior to the investigation. Spouses, significant others, and/or family members of the Plaintiff and/or Defendant will be automatically disqualified from the proceedings.
- F. Members of the Elections Committee shall gather information. The Chairperson of the Elections Committee shall act as the facilitator unless that person has been successfully challenged or has voluntarily removed him/herself for the proceedings.
- G. During the investigation the Plaintiff and Defendant, or their representative, will have the opportunity to present evidence in the form of documentation and/or witnesses before the Elections Committee.
- H. The Elections Committee will meet as soon as possible to render a recommendation to the Association Representative Council. The Elections Committee shall prepare for the CCEA Association Representative Council a written report if the relevant facts regarding any violation are substantiated by a thorough investigation. The Elections Committee's investigation and all documentation are to remain confidential and will be destroyed with the ballots.

The Elections Committee may recommend any of the following actions to the CCEA Association Representative Council:

1. Denial of a candidate assuming an office or position for which they have won elections;
2. Censure of a member for wrongful elections practices;
3. Suspension of a member's right to seek or hold office for a specific length of time;
4. Complete rejection of any and/or all charges and/or challenges; and/or
5. Any other action that the Elections Committee deems appropriate

## **XI. STANDING ELECTIONS PROCEDURES ADOPTION**

The CCEA Association Representative Council, on a yearly basis, shall adopt standing Elections Procedures.

Adopted by the Senate (12/12/95).  
 Adopted by the Senate (12/17/96).  
 Amended by the Senate (01/23/96, 02/27/96).  
 Amended & adopted by the Senate (12/16/97).  
 Adopted by the Senate (12/15/98).  
 Amended & adopted by the Senate (11/23/99).  
 Amended & adopted by the Senate (11/28/00).  
 Amended & adopted by the Senate (11/27/01).  
 Amended & adopted by the Senate (11/26/02).  
 Amended & adopted by the Senate (11/25/03).  
 Amended & adopted by the Senate (11/23/04).  
 Amended & adopted by the Senate (11/22/05).  
 Amended & adopted by the Senate (11/28/06).

Amended & adopted by the Association Rep Council (11/25/08).  
 Amended & adopted by the Association Rep Council (11/24/09).  
 Adopted by the Association Rep Council (11/23/10).  
 Adopted by the Association Rep Council (11/22/11).  
 Adopted by the Association Rep Council (11/20/12).  
 Amended & adopted by the Association Rep Council (12/11/12).  
 Amended & adopted by the Association Rep Council (11/26/13).  
 Adopted by the Association Rep Council (11/25/14).  
 Amended & Adopted by the Association Rep Council (11/24/15).  
 Amended & Adopted by the Association Rep Council (11/29/16).  
 Amended & adopted by the Association Rep Council (11/28/17).

## C. Review Board

### Impeachment Procedures

#### IMPEACHMENT OF AN ASSOCIATION OFFICER

##### A. Definitions

1. Charged officer means an officer of the CCEA against whom proceedings are initiated pursuant to Section C of these rules, or for purposes of the procedural rights afforded by these rules the person designated by such officer to act as the member's representative.
2. Charging party means the member of the CCEA designated to act as representative by those persons who have initiated proceedings pursuant to Section C of these rules.
3. Day means work days, excluding legal holidays.
4. Impeach means removal as an officer of the CCEA and as a member of the Executive Board of the CCEA.

Adopted 4/24/18

##### B. Impeachment

An officer may be impeached only for misfeasance, malfeasance, or nonfeasance in office. The following shall constitute misfeasance, malfeasance, or nonfeasance in office:

1. Misfeasance - performance of official duties in a flagrantly arbitrary or abusive manner.
2. Malfeasance - a willful performance of official duties in violation of a provision of the CCEA Bylaws, or of a written policy of CCEA.
3. Nonfeasance - a willful refusal or failure to perform faithfully the official duties of the office.

##### C. Initiation of Proceedings

1. Impeachment proceedings against an officer may be initiated by written petition submitted to the Review Board by at least twenty-five percent of the active members in the Association charging an impeachable act as defined in Section B of these rules. The Review Board shall prepare and make available a form to be used for initiation proceedings pursuant to this Section and all charges filed hereunder shall be on such form.

- 2.(a) A confirmation receipt shall be sent to the charging party, by certified mail, return receipt requested, within ten days after the date of filing or before it is reviewed by the Review Board pursuant to Section 2(b) below, if the charges are deemed actionable.

(b) The Review Board shall schedule a hearing under Section D of these rules, except that the charge shall be dismissed without a hearing if:

- (i) the charge is filed more than six months after the conduct in questions occurred or the charging party reasonably should have known of its occurrence, whichever is later;
- Or
- (ii) a prior charge on essentially the same matter was disposed of after a hearing or on the basis of written submissions under Section D-9 of these rules.

Upon scheduling a hearing, the Review Board shall send to the charged officer and to the charging party, by certified mail, return receipt requested, a copy of the charge, a notice of the date, time, and place of the hearing to be held under Section D of these rules, and a copy of these rules. The foregoing material shall be received by the charged officer and the charging party at least thirty days prior to the hearing, *provided that* this period may be shortened with the written consent of the charged officer and the charging party.

Adopted 4/24/18

## D. Hearing

1. The hearing shall take place before the majority of the Review Board and shall be conducted in an informal manner. The case against the charged officer shall be presented before the charged officer presents their response *provided that* the charging party and the charged officer shall have opportunity for rebuttal. Witnesses may testify either in narrative form or through questions and answers. All relevant non-repetitious information shall be admissible as evidence and given such weight as the Review Board deems appropriate. An audio tape of the proceedings shall be made. A transcript shall, upon request and/or appeal of an impeached officer, be made available to the charging party and to the charged officer at their own expense of the CCEA.
2. Evidence in support of the charge shall be presented by the charging party, who shall have all the rights afforded the charged officer in Section D-3 of these rules.
3. The charged officer shall have the right to appear at the hearing, to present witnesses and other evidence on their own behalf, to cross-exam witnesses, and to make brief opening and closing arguments.
4. If, without good cause, the charged officer does not appear at the hearing, the Review Board may proceed with the hearing and render its decision in member's absence.
5. The Review Board may limit attendance to persons necessary to the hearing.
6. The Review Board shall afford the charging party and the charged officer a reasonable opportunity to submit post-hearing written arguments. Within fourteen days after the date established for the submission of any post-hearing written arguments, or within fourteen days after the conclusion of the hearing if no post-hearing written arguments are to be submitted, the Review Board shall render its decision.
7. The affirmative vote of the majority of those present Review Board shall be required to impeach the charged officer. If this required number of voted is not achieved within fourteen day period set forth in Section D-6 of these rules, the charge shall be dismissed. The decision of the Review Board shall be in writing, shall be served by certified mail, return receipt requested, on the charging party, and the charged officer, and shall be postmarked within five days after the vote of the Review Board or the expiration of the aforesaid fourteen day period, whichever is sooner. In the event a majority of the Review Board is unable to meet to render a decision within the time specified in Section D-7 above, an alternate date, no more than thirty days beyond the original date, will be established.
8. With the written consent of the charging party and the charged officer, the Review Board may render its decision on the written submissions of the parties without a hearing.
9. The Review Board will submit recommendations to the ARC for ratification (It is the intent that the ARC can choose not to ratify a decision.)
10. Upon impeachment of an officer under this Section D, the office shall become vacant.

### **E. Consolidation of Hearings**

The Review Board may order the consolidation of two or more proceedings under these rules involving the same officer or two or more officers if it determines that:

1. The charges raise one or more common issues;
2. The interests of efficiency would be served; and
3. The consolidation would not prejudice the interests of any charged officer or charging party.

### **F. Appeal to the ARC**

1. If the charged officer is impeached under Section D of these rules, s/he may file a written notice of appeal with the presiding officer prior to the next meeting of the ARC. The presiding officer will place the appeal as the first item of business of the agenda at the following Senate meeting.
2. At the next meeting the charged officer and the charging party -shall be afforded an opportunity to present oral argument. All written material submitted and oral arguments made under this Section F shall be limited to the record made before the Review Board.
3. The ARC shall vote by secret ballot and announce its decision before the conclusion of the meeting.
4. The affirmative vote of at least two-thirds of the Senate ARC members present at the meeting shall be necessary to overturn the impeachment and restore the charged officer to his or her prior office. If this required number of votes is not achieved, the decision of the Review Board shall have been affirmed. The decision of the ARC shall be in writing, shall be served by certified mail, return receipt requested, on the charging party, the charged officer, and the chairperson of the Review Board, and shall be postmarked within five days after the vote of the ARC.
5. Members of the Review Board shall be able to participate in and vote in the proceedings as members of the ARC.

Adopted 4/24/18

### **G. Dissemination of Decisions**

1. If the charge against the officer is dismissed by the Review Board or if the officer who is impeached under Section D does not file a timely appeal under Section f, the Review Board shall determine whether and to what extent its decision or any portion thereof shall be disseminated.
2. The authority given to the Review Board in this regard shall not prohibit the ARC from giving the decision of the Review Board or any portion thereof such dissemination as it deems appropriate. In no event shall the decision of the Review Board or any portion thereof be disseminated until at least five days after it has been served on the charging party and the charged officer in accordance with Section D(7).
3. If the officer is impeached under Section D, the presiding officer of the ARC shall send to the members of the Senate and to the presidents of the NEA and NSEA, a notice which indicates only that the officer has been impeached by the Review Board, that the officer has until a specified date to appeal (or has already appealed) the decision of the Review Board to the ARC, and the arrangements, if any, that have been made to fill the office in question.
4. This notice shall be sent not later than five days after the decision of the Review Board has been served on the charging party and the charged officer in accordance with Section D(7).
5. If the officer who is impeached under Section D files a timely appeal under Section F, the presiding officer shall include in an appropriate CCEA publication, a notice which indicates only that the officer has been impeached by the Review Board, that the decision of the Review Board has been appealed to the ARC, and the arrangements, if any, that have been made to fill the office in question.
6. The ARC shall be solely responsible for determining whether and to what extent the decision or any portion thereof shall be disseminated after disposition of the appeal.

Adopted 4/24/18

## **H. Informal Disposition**

Nothing contained in these rules shall be construed to prevent the Review Board from attempting to dispose informally, with the consent of the charging party and the charged officer, of any charge filed.

## **I. Storage of Records**

All records of impeachment proceedings shall be confidential and stored with the Associations' legal counsel. Access to said records shall be limited to and monitored by the chairperson and/or designee.

Adopted by Senate 1

## **CENSURE, SUSPENSION, OR EXPULSION OF A MEMBER OF THE CCEA**

### **A. Definitions**

1. *Censure* means an action taken by the Review Board, which officially condemns the conduct of a member.
2. *Charged member* means a member of the CCEA against whom proceedings are initiated pursuant to Section C of the rules, or for purposes of the procedural rights afforded by these rules the person designated by such officer to act as his or her representative.
3. *Charging party* means the member of the CCEA selected to act as representative by those persons who have initiated proceedings pursuant to Section C of these rules.
4. *Days* means work days, excluding legal holidays.
5. *Expel* means terminate the membership of a member of the CCEA.
6. *Lift the Suspension* means restore to a suspended member, upon expiration of a period of suspension or compliance with conditions of suspension fixed by the Review Board, all rights and benefits of membership as provided in the Bylaws and policies of the CCEA.
7. *Member* means a member of the CCEA.
8. *Officer* means an executive officer of the CCEA.
9. *Policy* means a statement of an organizational position adopted by the CCEA or the Executive Board.
10. *Procedure* means a statement of an organizational position adopted by the CCEA or the Executive Board.
11. *Reinstate* means restore to an expelled member all rights and benefits of membership as provided in the Bylaws and policies of the CCEA.
12. *Suspend* means deprive a member, for a period of time and on conditions fixed by the Review Board, of any or all rights and benefits of membership as provided by the CCEA.
13. *Vacate censure* means an action taken by the Review Board which officially lifts a prior condemnation of a censured member. A copy of this action shall be sent to the member and given such other dissemination by the Review Board as was given to the censure itself.

### **B. Censure, Suspension, or Expulsion for Cause**

1. A member may be censured, suspended, or expelled for violation of the Bylaws, policies or procedures.
2. An officer may be censured or suspended for violation of the Association Election Procedures, Bylaws, policies or procedures.

### **C. Initiation of Proceedings**

1. (a) A written charge against a member may be filed with the Review Board by ten (10) or more active members of the CCEA, or by fifty per cent (50%) of the membership at the worksite where the alleged violation occurred, whichever is less.  
(b) The Review Board shall prepare and make available a form to be used for initiating proceedings pursuant to this Section. All charges filed hereunder shall be on such form.
2. (a) A copy of the charge shall be sent to the charged member, by certified mail, return receipt requested, within ten(10) days after the date of filing or before it is reviewed by the Review Board pursuant to Section 2(b) below, whichever is sooner.

- (b) The Review Board shall review each charge filed and shall schedule a hearing under Section D of these rules. A charge shall be dismissed if:
- (i) the charge is filed more than six (6) months after the conduct in question occurred or the charging party reasonably should have known of its occurrence, whichever is later;
  - or
  - (ii) a prior charge based on essentially the same matter was disposed of after a hearing or on the basis of written submissions under Section D-9 of these rules.
- Upon scheduling a hearing, the Review Board shall send to the charged member and the charging party, by certified mail, return receipt requested, a copy of the charge, a notice of the date, time, and place of the hearing to be held under Section D of these rules, and a copy of these rules. The foregoing material shall be received by the charged member and by the charging party at least thirty (30) days prior to the hearing, provided that this period may be shortened with the written consent of the Review Board, the charged member and the charging party.

#### **D. Hearing**

1. The hearing shall take place before the majority of the Review Board and shall be conducted in an informal manner. The case against the charged member shall be presented before the charged member presents his or her response provided that the charging party and the charged member shall have opportunity for rebuttal. Witnesses may testify either in narrative form or through questions and answers. All relevant non-repetitious information shall be admissible as evidence and given such weight as the Review Board deems appropriate. An audio tape of the proceedings shall be made. A transcript shall, upon request and/or appeal of a censured, suspended or expelled member, be made available to the charging party and to the charged member at their own expense of the member CCEA.
2. Evidence in support of the charge, shall be presented by the charging party, who shall have all the rights afforded the charged member in Section D-3 of these rules.
3. The charged member shall have the right to appear at the hearing, to present witnesses and other evidence on his or her own behalf, to cross-examine witnesses, and to make brief opening and closing arguments.
4. If, without good cause, the charged member does not appear at the hearing, the Review Board may proceed with the hearing and render its decision in the member's absence.
5. Hearings, insofar as practicable, shall be open to all members who conduct themselves in an orderly manner. However, upon the written request of the charged member, or good cause on its own initiative, the Review Board may limit attendance to persons necessary to the hearing.
6. The Review Board shall afford the charging party and the charged member a reasonable opportunity to submit post-hearing written arguments. Within fourteen (14) days after the conclusion of the hearing or within fourteen (14) days after the date established for the submission of any post-hearing written arguments, the Review Board shall render its decision.
7. The affirmative vote of a majority of the Review Board members present shall be required to censure, suspend or expel the charged member. If this required number of votes is not achieved within the fourteen (14) day period set forth in Section D-6 of these rules, the charge shall be dismissed. The decision of the Review Board shall be in writing, shall be served by certified mail, return receipt requested, to the charging party and the charged member. The decision shall be postmarked within five(5) days after the vote of the Review Board or the expiration of the aforesaid fourteen(14) day period, whichever is sooner.
8. With the written consent of the charging party and the charged member, the Review Board may render its decision on the written submissions of the parties without a hearing.
9. The Review Board will submit recommendations to the ARC for ratification. (It is the intent that the ARC can choose not to ratify a decision.)
10. Any person reinstated to CCEA membership shall acquire only those CCEA rights, privileges and benefits of a new member and shall not re-acquire any past benefits, offices or accrued rights held at the time of expulsion.

## **E. Consolidation of Hearings**

The Review Board may order the consolidation of two (2) or more proceedings under these rules involving the same member or two (2) or more members if it determines that:

1. The charges raise one ( 1) or more common issues;
2. The interests of efficiency would be served; and
3. The consolidation would not prejudice the interests of any charged member or charging party.

## **F. Appeal to the ARC**

1. If the charged member is censured, suspended or expelled under Section D of these rules, a member may file a written notice of appeal with the presiding officer prior to the next meeting of the ARC. The presiding officer will place the appeal as the first item of business on the agenda at the following ARC meeting. At the next meeting the charged member and the charging party shall be afforded an opportunity to present oral argument. All written material submitted and oral arguments made under this Section F shall be limited to the record made before the Review Board.
2. The ARC shall vote by secret ballot and announce its decision before the conclusion of the meeting.
3. The affirmative vote of at least two-thirds\_ of the ARC members present at the meeting shall be necessary to overturn the decision of the Review Board. If this required number of votes is not achieved, the decision of the Review Board shall have been affirmed. The decision of the ARC shall be in writing, shall be served by certified mail, return receipt requested , on the charging party, the charged member, and the chairperson of the Review Board, and shall be postmarked within five (5) days after the vote of the ARC.
4. Members of the Review Board shall be able to participate in and vote in the proceedings as members of the ARC.

Adopted 4/24/18

## **G. Dissemination of Decisions**

If the charge against the member is dismissed by the Review Board or if the member who is censured, suspended or expelled under Section D does not file a timely appeal under Section F, the Review Board shall determine whether and to what extent its decision or any portion thereof shall be disseminated. The authority given to the Review Board in this regard shall not prohibit the ARC from giving the decision of the Review Board or any portion thereof such dissemination, as it deems appropriate. In no event shall the decision of the Review Board or any portion thereof be disseminated until at least five (5) days after it has been served on the charging party and the charged member in accordance with Section D(7).

Adopted 4/24/18

## **H. Informal Disposition**

Nothing contained in these rules shall be construed to prevent the Review Board from attempting to dispose informally, with the consent of the charging party and the charged member, of any charge filed.

## **I. Storage of Records**

All records of censure, suspension or expulsion proceedings shall be confidential and stored with the Associations' legal counsel. Access to said records shall be limited to and monitored by the chairperson and/or designee.

Adopted by Senate 12/ 15/98

### **III. REVIEW OF AN ACTION OF THE ARC, OFFICERS, EXECUTIVE BOARD, COMMITTEES, OR MEMBER(S) FOR THE CONSISTENT APPLICATION OF THE BYLAWS, POLICIES, AND/OR PROCEDURES OF THE CCEA**

#### **A. Definitions**

1. Challenged Action means any action of the ARC, Officers, Executive Board, Committee(s), or member(s) challenged pursuant to Section C of these rules as inconsistent with the CCEA Bylaws, Policies, Procedures, and/or condition of membership.
2. Committee means any duly appointed committee of the CCEA.
3. Days means working days, excluding legal holidays.
4. Officers mean the President, Vice President, Treasurer, and Secretary of the CCEA.
5. Executive Board means the Executive Board of the CCEA.
6. Petition for review means a written request for review filed pursuant to Section (C) of these rules.
7. Representative of the challenged body means the chairperson of the body whose action is being challenged or designee.
8. Representative of the challenged member means the member whose action is being challenged or designee.
9. Representative of the challenging party means the person designated as such by the body or group initiating proceedings under Section (C) of these rules.
10. ARC means the policy-making body of the CCEA.

Adopted 4/24/18

#### **B. Review of Challenged Action(s)**

An action of the ARC, Officers, Executive Board, Committee( s), or member(s) may be reviewed by the Review Board for consistency in accordance with the Bylaws, Policies, Procedures, and/or condition(s) of membership of the Association. An action of the ARC, Officers, Executive Board, Committee(s), or member(s) may be deemed inconsistent with the Bylaws, Policies, and/or Procedures of the Association only if the Review Board finds that said action is not consistent with any reasonable interpretation of the language or intent of the Bylaws, Policies, Procedures, and/or condition(s) of membership of the Association.

#### **C. Initiation of Proceedings**

Requests for review by the Review Board may be made by the filing of a petition for review by:

1. The ARC ;
2. The Officers;
3. The Executive Board;
4. Any duly appointed committee; or
5. Fifteen (15) or more members.

The Review Board shall prepare and make available a form to be used for initiating proceedings pursuant to this section and all requests shall be on such form.

Adopted 4/24/18

#### **D. Decision of the Review Board**

1. The Review Board shall review, examine and evaluate each petition for review filed, and may schedule a hearing, receive written submission( s), and take such other steps as it deems appropriate in order to determine whether the challenged action is consistent with the Bylaws, Policies, Procedures, and/or condition(s) of membership of the Association. The Review Board shall render its decision no later than twenty (20) days after the date of filing.
2. The affirmative vote of a majority of the Review Board present members of the shall be necessary to find that an action of the ARC, Officers, Executive Board, Committee(s), or member(s) is inconsistent with the Bylaws, Policies, Procedures, and/or condition(s) of membership of the Association. If this required number of votes is not achieved within the twenty (20) day period set forth in Section D-1 of these rules, the challenged action shall be deemed consistent with the Bylaws, Policies, Procedures, and/or condition(s) of membership of the Association, and the petition challenging the action shall be dismissed. The decision of



the Review Board shall be in writing, shall be served by certified mail (return receipt requested) on representatives of the challenged body and challenging party, and shall be postmarked no later than five (5) days after the vote of the Review Board or the expiration of the aforesaid twenty (20) day period, whichever is sooner.

3. If the Review Board finds that the challenged action is inconsistent with the Bylaws, Policies, Procedures, and/or condition(s) of membership of the Association, it shall so report in writing to the appropriate Association governing body, recommending remedial action if necessary. As used in the Section D-3, the phrase appropriate governing body shall mean the governing body that the Review Board believes should take remedial action.

Adopted 4/24/18  
Adopted 12/15/98

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*Last revised and amended by the  
CCEA Association Representative Council  
April 24, 2018*

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Clark County Education Association  
the union  
of teaching  
professionals