

POLICY HANDBOOK

CCEA

Clark County Education Association

the **union**

**of teaching
professionals**

Revised April 23, 2024

**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. If the policy originates with the Executive Board, the policy does not require the recommendation of the Policy Committee to be acted on by the Executive Board.
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 there is an emergency, no policy will be presented at the May Association Representative Council meeting.

II.
MEMBERSHIP

A. MEMBERSHIP DUES

Association

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*

Executive Board

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. 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*

3. Part-time teachers shall pay proportional dues to the local association based on the proportion of the day covered by the contract.

*9/10/76,
2/15/83, 4/13/82
Executive Board*

4. 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*

5. Members who desire to drop their membership may do so from CCEA July 1st-15th. Subsections 5 (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 1st to 15th.

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 member's Social Security Number
- g. Signature

2. CCEA will not accept bulk mail with multiple letters from one sender. We cannot accept letters 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 1st-15th 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 member's 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.

EBD 7/9/18

B. ASSOCIATE MEMBERSHIP

Association

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

ARC 5/22/12

2. Association Roles Membership

member whose employment with CCSD terminates and then is rehired will still be eligible to hold leadership or committee roles so long as they have not dropped their membership other than through the termination of their employment.

ARC 4/23/24

C. MEMBER RIGHTS - ARBITRATION

Executive Board

1. Responsibilities

- A. It is the responsibility of the Member Rights Committee (MRC) to make determinations relating to the disposition of grievances that 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. Grievances related to admonitions that were accompanied by a suspension will not be brought before the Member Rights Committee.
- B. Association Staff shall prepare a report outlining pertinent information relating to the grievance. Included in the report will be a recommendation on 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, the Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than

EBD 11/5/22
04/23/2024

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.
- F. 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.
- G. 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.
- H. 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.
- I. Prior to deliberations, member(s) of the MRC may ask pertinent questions of the Association Staff.
- J. Prior to deliberations, member(s) of the MRC may ask pertinent questions of the Association Staff.
- K. 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.
- L. Upon a majority vote of the MRC, time limits and/or witness representative limits may be waived.
- M. 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 on 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, the 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.
- K. Grievances related to admonitions that were accompanied by a suspension will be treated as a suspension under Paragraph D of this Article and will not be brought before the Member Rights Committee.

Adopted 11/5/22
Executive Board

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 that 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 CCEA 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 that 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.

EBD 1/25/11

D. Legal Services

Executive Board

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 a 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 employees 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, and does not have any outstanding debts owed to CCEA, or
- ii. CCEA deems the case as precedential for their membership.
- iii. Student Members are not eligible for legal assistance under the CCEA Legal Services Program.

ARC 4/26/22

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 the investigation of the merits of the case.
 2. Members will be represented by CCEA Representative 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 Rights 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, the 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 an 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. Department of Family Services (DFS) Investigation/Appeals

CCEA shall provide a maximum amount not to exceed \$1,000 per Investigation Interview per Member for Participating Attorney and costs in the event that DFS investigations are brought or are pending against said Member(s) when the underlying Occurrence involves a Member's employment duties. Where an interview results in a negative finding that places the said Member(s) on the "registry", CCEA shall review the case to determine whether an Initial Appeal is warranted and has merit. If CCEA finds there is merit, CCEA shall provide a maximum amount not to exceed \$1000 per Initial Appeal per Member for Participating Attorney and costs to appeal the findings. 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 \$1000 per Interview and \$1000 per Initial Appeal.

5/11/2019
Executive Board

g. 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.

h. Procedure for Obtaining Legal Assistance

- iv. Applicants shall request legal assistance on Employment-Related matters through CCEA's Representative Staff in accordance with the grievance process outlined in the Collective Bargaining Agreement and CCEA grievance procedures.
- v. The Representative 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.
- vi. The Director of Advocacy and Representation shall review the application in a timely manner and assign a Participating Attorney to resolve the dispute.
- vii. Participating Attorney billing shall be sent to CCEA in the manner outlined in a Retainer Agreement signed with the Participating Attorney.
- viii. All Applicants shall provide and will continue to provide all documents requested by CCEA or Participating Attorney in a timely manner.

i. Termination of Funding

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

- ix. The Applicant fails to cooperate with CCEA or Participating Attorney or other Representative;
- x. The Applicant takes action which interferes with the ability of the Participating Attorney to adequately perform his or her representational functions; or
- xi. The Applicant rejects a settlement or other disposition of the Employment-Related Matter that is deemed reasonable by CCEA;
- xii. The Participating Attorney advises CCEA that the probability of a positive outcome is low.

j. Member Appeal Procedures

- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. 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 the 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.
- xvii. The Appealing party will be informed of the Board of Directors’ decision in writing.
- xviii. If the funding request was in relation to an arbitration for a grievance, then the grievance may be withdrawn if the member loses appeal or fails to appeal the decision to terminate funding.

EBD 4/23/2024

k. Investigatory Meeting Representation

- xviii. 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.
- xix. 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 1st 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 D(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 D(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:
- C. Provide payment of a reinstatement fee to re-join CCEA. Reinstatement fee will be up to \$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
 - D. 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 D(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.

EBD 7/25/18

E. ELECTIONS

Association

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

ARC 10/27/98

F. OATH OF OFFICE

Association

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 with, or obligation to any other organization notwithstanding.”

04/26/11
Policy Committee

G. DECISION TO BAR ADMISSION

1. All records of decisions to bar an individual from admission to CCEA and appeals shall be stored with the Association’s legal counsel.
2. Any individual who has been barred from admission to CCEA under Article II, Section 2 of the CCEA Constitution & Bylaws may appeal the decision to the Executive Board.
3. Appeals must be received in writing within fifteen days of the individual receiving notice that they have been barred from admission.
4. At the appeal, the individual will be afforded an opportunity to present an oral argument and submit written material to the Executive Board.
5. The Executive Board’s decision on appeal will be final.

4/27/2021
ARC

III.
MEETINGS

A. General Membership

Association

1. For the purposes of this section, a general membership meeting is defined as:

A. Mass meeting of all members.

Or

B. Smaller area meetings are 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
- 2) Ratifying contract, when needed.

4. All ratification of collective bargaining agreements is done by written ballot or online voting.

ARC 10/27/98

Executive Board

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

EBD 2/5/80
2/19/83, 2/17/87

2. The Election Committee will be in charge of counting votes at all General Membership meetings.

EBD 5/5/77, 4/1/89
2/17/87, 10/6/98

3. A parliamentarian will be present.

5/5/77, 4/1/86
2/17/87, 10/6/98

4. Proxy votes will not be allowed at general membership meetings.

EBD 2/5/80, 2/19/83
2/17/87, 10/6/98

B. ASSOCIATION REPRESENTATIVE COUNCIL AND EXECUTIVE BOARD MEETINGS

Association

1. Policies may be presented at any Association Representative Council meeting, excluding May for action at the following Association Representative Council meeting. ARC 10/27/98
2. A notification of Association Representative Council meetings will be sent to the Association Representatives prior to Association Representative Council meetings. ARC 11/28/89
10/27/98
3. The Association Representative Council shall approve the minutes of its meetings. ARC 10/27/98
4. Approved Executive Board minutes shall be placed in the Association Representative Council packet. ARC 10/27/98
5. Past minutes of the current year shall be accessible at all meetings of the Association Representative Council packet.
6. All written minutes and backup materials of the Association Representative Council meetings shall be archived. Taped recordings of such meetings shall be retained for one year. ARC 8/9/77, 4/12/83
1/15/85, 10/27/98
7. The CCEA building is a non-smoking building. ARC 10/27/98
8. 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 are authorized to make such decisions and report them to the Association Representative Council. ARC 1997, 1985, 1999

Executive Board

1. Policies may be presented at any Executive Board meeting for action at the following Executive Board Meeting. EBD 10/06/98
2. All policies will be dated and written on a form. EBD 2/05/80, 4/1/86
10/06/98
3. All motions made at Executive Board meetings must be written. EBD 5/27/68, 2/17/87
10/06/98
4. All written minutes and backup materials of the Executive Board meetings shall be archived. Taped recordings of such meetings shall be retained for one year. EBD 8/9/77, 4/12/83
1/15/85, 10/06/98
5. Past minutes of the current year shall be accessible at all meetings of the Executive Board. EBD 5/27/86, 4/05/83
2/17/87, 10/06/98
6. The Executive Board shall approve the minutes of its meetings. EBD 12/01/76, 4/05/83,
2/15/87, 10/06/98
7. No one may chair any local CCEA committee while holding an elected office of CCEA, except as approved by the Executive Board. EBD 1974, 1985, 1987
8. All requests for donations and/or support of community organizations or activities will be forwarded to the CCEA President or designee. EBD 1977, 1985, 10/06/98
ARC 03/29/16

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 on 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, CCSD School Board Trustees, Clark County Commissioners, and Nevada State Legislators for the purpose of lobbying on behalf of CCEA.
 - a. Executive Board members will submit their goals in writing to the CCEA Secretary by September 1st for the record. At each subsequent Executive Board meeting, they will verbally report on their progress toward meeting their goals.
10. The CCEA President and Vice President shall, to the best of their ability:
 - a. ensure that all worksites have CCEA Governance positions filled;
 - b. return all calls and emails from CCEA members within a timely manner,
 - c. shall make a report to the Executive Board and the Association Representative Council of weekly activities.
 - d. attend appropriate training 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. 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 up on that date regardless of any dues that are still owed. EBD7/25/2018
12. An Executive Board member's position shall be considered vacant upon (3) three absences from Association Representative Council meetings within the Association's fiscal year. Such an event will be announced at the next Association Representative Council meeting. The vacancy will be announced following the third absence and the election of a new Executive Board member, according to CCEA Bylaws ARTICLE V, EXECUTIVE BOARD, Section 8. VACANCIES. EBD 8/8/2020

**IV.
FINANCIAL**

A. BUDGET

Association

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. ARC 1/24/89, 12/15/98
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. ARC 1/24/89, 12/15/98

Executive Board

GENERAL

The Association recognizes the establishment of the General Fund, the Capital Improvement Fund, the Scholarship Fund, and the Political Action Fund. ARC 03/29/16

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. EBD 12/01/98
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. EBD 12/01/98
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. EBD 12/01/98
4. The Political Action Fund accounts for the receipt and disbursement of mandatory and voluntary monies for political contributions to endorsed candidates and political activities. EBD 12/01/98
ARC 03/29/16
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. EBD 12/01/98
ARC 03/29/16
6. CCEA shall not make funds available to its employees for loans to purchase any equipment, vehicles, dwellings, or anything of a personal nature. EBD 12/01/98
ARC 03/29/16
7. CCEA has furnished a cellular phone to the CCEA President, Management, and Representative staff to use for Association business. This cellular phone shall continue to be owned by CCEA. The Employee will account for 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 for the business calls. CCEA, at its discretion, may assign additional cellular phones. Such phones are understood to be used for CCEA business. EBD 12/01/98
ARC 03/29/16

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. EBD 5/17/83, 2/02/99
2. Expenditures not within the adopted budget shall be presented by the Executive Director to the Board for their approval. EBD 2/02/99

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, airfare, telephone, and postage supplies must accompany the voucher. ARC 03/29/16
3. All air travel shall be coach class. Tickets must reflect the lowest possible airfare unless approved by the Executive Director due to unusual circumstances. Airfare for persons not on staff must be approved by the 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 for long distances in preference to air travel or train, maximum reimbursement will be the cost of coach airfare 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, such as meeting a time schedule where no other mode of transportation is available or where a taxi costs less. An explanation as to the reason for renting a car must accompany the 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 pursuant to the IRS Per Diem Rates. A cash advance may be provided for the number of days the staff person will be on CCEA business.

EBD 4/23/2024

Per Diem Policy – Governance

When traveling on CCEA business, members shall be limited to a per diem meal amount under the IRS Per Diem Rates. A cash advance may be provided for the number of days that the member 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 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 ARC C. Lodging – Lodging at CCEA expense is limited to CCEA members or CCEA staff engaged in official business. A receipt must accompany the voucher.

EBD 4/23/2024

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.
 - C. Lodging—CCEA members or staff engaged in official business are limited to lodging at CCEA expense. A receipt must accompany the voucher.
8. Bus and taxi fares are allowable as necessary, subject to explanation beyond the usual cost. Unless otherwise specified in this policy, no other form of ground transportation is available at CCEA's expense.

ARC 03/29/16

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 the Association business, other than those arranged by the CCEA office, are **discouraged**. If circumstances require such bullying, 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's expense. Further, reimbursement for multiple (group) meals will be made only upon submission of a receipt, names of guests, and purpose of the 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 expenses. 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.

EBD 12/01/98-1-14

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 the date of purchase, where it was purchased, what was purchased, and the purchase amount. Each Association credit card holder will sign an agreement acknowledging this policy. Misuse of credit card holders will sign an agreement acknowledging this policy. Misuse of credit cards shall be referred to the Executive Director for appropriate action.

EBD 11/06/79, 2/03/80
4/05/83, 4/3/84
4/01/86, 12/01/98

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.

EBD 3/16/66
5/17/83, 12/01/98

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.

EBD 12/01/98

5. The President, with assistance from the Treasurer, shall formulate the interim budget based on the activity proposals at the March meeting and use the April 1 membership count as a revenue guideline.
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. EBD 12/06/99
7. A budget hearing shall be held in April. EBD 12/06/99
8. The President, with assistance from the Treasurer, shall formulate the annual budget based on the proposals for 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. EBD 12/06/99
9. The annual budget shall be presented to the Executive Board prior to the August Association Representative Council meeting. EBD 12/06/99
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. EBD 12/06/99
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. EBD12/06/99

B. CONFERENCE ATTENDANCE POLICY

Association

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 a 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 attendees 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 for 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 no guarantee that such accommodation will be available. The attendee who chooses a single room will be responsible for half (1/2) of the cost of the room. Participants will not be given any money for 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 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 receive \$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 attendees do 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.

EBD 1/11/00

C. PROFESSIONAL STAFF REPORT

Association

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.

ARC 11/27/07

V.
COMMITTEES/CAUCUSES

Association

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.

Executive Board

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

VI.
MANAGEMENT

A. PRESIDENT

Association

Salary:

- a. The President will be paid at the daily rate of pay for the highest step in Column V of the Licensed Professional Salary Table 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 the term (s) of the President in the office on May 2011, and no future President shall receive said payment.
- b. The President's contribution to 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 a 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 the CCEA Employment Liability Insurance Plan while working in the capacity of 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 to 90 workdays, including accrued leave days.
 - b. The office of the 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 receive bereavement leave with no less benefit than is contained in staff contracts.

ARC 4/22/08
4/26/11, 5/27/14

B. VICE PRESIDENT

Association

A. Vice President

A Vice President is defined as a member who is elected as Vice President. The CCEA Vice President is not a release time position. When CCEA's membership reaches 13,000 members CCEA may adopt a budget for a release time Vice President and set the responsibilities, conditions, and salary of the release time Vice President.

1. Duties

The Vice President shall:

- a. act for and on behalf of the Association when the President is unable to perform the duties of that office
- b. coordinate the activities and reports to the Executive Board, Association Representative Council, and membership by all committees
- c. serve as the Chair of the CCEA Government Relations Committee
- d. perform such other duties on behalf of the Association

2. Term of Office

The CCEA Vice President is an elected office with a four-year term of service beginning in 2020 and thereafter. A member elected to the office of Vice President is eligible for two terms and shall serve until a successor is elected. The term of Vice-President shall begin on August 1st in the year that the election for vice-president occurs.

3. Vacancy

If the office of Vice President shall become vacant, the Association Representative Council shall elect an Association Representative to serve as Vice President for the interim period. However,

- a. If the Vice President was serving as President during the first half of the President's term, they shall return to the office of Vice President upon the ratification of the special Presidential election results by the Association Representative Council
- b. If the Vice President was serving as President during the second half of the President's term, then they shall fulfill the remainder of the term of President.
- c. If the Vice President was not serving as President, a special election shall be held during the regular election period to elect a Vice President to fulfill the unexpired term of that office.

EBD 4/22/08
ARC 4/26/11, 4/27/14
5/22/12
ARC 4/28/2020

C. HIRING PRACTICES

Association

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.

EBD 5/14/75, 4/01/86

2. The Executive Director or his designee shall respond in writing (fax) to requests for employment verification from prospective employers regarding prior employees.

EBD 12/01/98

3. CCEA shall not hire spouses of Administrative Personnel employed by the Clark County School District to work full-time in the CCEA office.

EBD 4/1/86, 2/02/99

D. PERSONNEL

Association

1. The CCEA policy is that all staff be courteous and prompt in their interactions with members and/or the public. This includes normally returning telephone calls within twenty-four hours, except for extenuating circumstances.
2. All complaints regarding staff performance that 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.

EBD 1996

E. CCEA'S SEXUAL HARASSMENT POLICY

Association

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 Representative 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, requests 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. However, CCEA believes that it is obligated to provide each employee with a work environment free from unsolicited and unwelcome sexual overtures.

EBD 1996

VII.
LEGAL

Association

1. A filed grievance may not be withdrawn without prior consultation with the grievant.

ARC 4/27/82, 4/1/87

VIII.
GOVERNMENT RELATIONS

ENDORSED CANDIDATES

Association

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

EBD 3/20/01

IX.
ADDENDA

Association

IXA

Clark County Education Association Caucus Recognition Guidelines

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

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.
(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 an 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 Annual Member Assembly meetings:**

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 the 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 THE CAUCUS. THE CAUCUS HAS NO AUTHORITY TO SPEAK FOR, OR ACT ON BEHALF OF, CCEA.
- CCEA, and 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 a 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, the 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 it to the CCEA Office, 4230 McLeod, Las Vegas, NV 89121.

Date of Application: _____

Name of Caucus: _____

Purpose of Caucus: _____

Please provide the names and addresses 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:

Date: _____

Submitted by: _____
(Please print)

Signature: _____

Address: _____

Phone number: _____

E-mail address: _____

CCEA Recognized Caucuses

- 2022-23 CCEA Social Justice Caucus
EBD Approved 9/2022

CCEA Caucus Expired

- 2021-22 CCEA Republican Caucus
EBD Approved 10/2021
10/2020
10/2019
- 2021-22 LatinX Educators Caucus
EBD Approved
10/2021
- 2021-22 Black Educators Caucus
EBD Approved
10/2021
- 2021-22 CCEA Democratic Caucus
EBD Approved
11/2021

Caucuses to be determined.

**IXB
ELECTIONS PROCEDURES**

Clark County Education Association

CCEA Election

The CCEA Election Committee members are to be nonpartisan in all matters of the CCEA Election. If a committee member chooses to run for any *open* position, they shall resign as the Election Committee member effective at the time of nomination. No appointments will be made for anyone who is running or related to anyone who is running for an elected position.

PROCEDURES

The CCEA ARC shall adopt standing election procedures on a yearly basis. Once adopted, the procedures will be posted on the CCEA website for viewing. Copies will be available at the CCEA office upon adoption by the Association Representative Council.

I. ELECTED POSITIONS

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 (4-year term, beginning August 1, in alignment with bylaws)

The composition and terms of the CCEA Executive Board Officer are stated in the CCEA Bylaws; Article IV.

President (2024-2028)

Vice-President (2024-2028)

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). 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 (4-year term, beginning August 1, in alignment with bylaws)

The composition and terms of the CCEA Executive Board are stated in the CCEA Bylaws; Article V, Section 1.

Seat 1B (2024-2028)

Seat 2B (2024-2028)

Seat 3B (2024-2028)

Seat 4B (2024-2028)

Seat 5B (2024-2028)

OLP (2024-2028)

1. **ELIGIBILITY:** Membership shall be held for at least one (1) Fiscal / Membership year immediately preceding the time of seating to qualify for the Executive Board position. (CCEA Bylaws: Article V, Section 2).

C. CCEA Government Relations Committee (4-year term, beginning August 1, in alignment with bylaws) shall be governed and managed by a five (5) member Committee, all of whom shall be contributors to the CCEA GR Committee and shall consist of the following:

1. The Vice President of CCEA.
2. Four (4) members elected by a plurality and at-large.
3. Terms of Committee members shall be for four (4) years.
4. Two committee member seats will be open for the 2022 election period with a four-year term. The 2 highest votes will serve the term of 2022-26.

5. Two committee member seats will be open for the 2024 election period with a four-year term. The 2 highest votes will serve the term of 2024-28

II. NOMINATIONS

A. Nomination of Candidates

Candidates must submit a completed nomination form to the Elections Committee at elections@ccea-nv.org by the close of nominations at the January 23, 2024, Association Representative Council (ARC) meeting. Each candidate must be a CCEA member, in accordance with the Bylaws, to be eligible for nomination to a CCEA open position.

President and Vice President nomination interest link:

https://bit.ly/Pres-VP-Nomination_Form

Executive Board Seat B's and OLP nomination interest link:

https://bit.ly/EBD-Nomination_Form

Government Relations Committee Nomination interest link:

<https://bit.ly/GRcomm>

B. Procedure for Withdrawal

Any candidate wishing to withdraw from a race may do so in writing to the Elections Committee at elections@ccea-nv.org one week before the opening of the voting window.

C. Candidate Speeches

Candidate speeches will be held at the January 23, 2024_ARC meeting. Candidates for CCEA Officers, CCEA Executive Board, and Government Relations (GR) Committee shall be allowed five (5) minutes for speeches. The cumulative time allotted for speeches shall include the nominator, second, and candidate speeches.

1. Candidates who cannot attend the ARC meeting for professional reasons may submit their video-recorded speech of the appropriate length to elections@ccea-nv.org three (3) business days before the ARC meeting.

D. Notice of Vacancies

The Elections Committee shall notify members at the November ARC of open positions by CCEA communications, which may include email, social media, and website.

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 all open positions for which candidates may be elected, the campaign period begins at the close of the January ARC meeting and will end when voting opens.

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 or on behalf of the candidate for the office being sought.
- C. No Association resource, paid for by dues money or a portion of dues money, shall be used to promote the candidacy of any individual for a CCEA office, except as provided within these procedures.
- D. CCEA may not contribute money, goods, photographs, services, or

anything of value, directly or indirectly, to promote the candidacy of any individual for the CCEA office except as provided within these procedures.

E.

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's 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 that implies endorsement or support by CCEA. If materials contain a CCEA logo, brand, or name, the candidate is responsible for including a disclaimer stating that it does not imply endorsement/support by CCEA.
3. The candidate understands that any candidate mail returned to CCEA will be shredded.

D. Campaign Material Identification

The name(s) of the 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.

E. Role of Elected Leaders in Candidate Elections Campaign

1. Elected officers and/or Executive Board members at the local level to 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 time. Officers, Executive Board, and Government Relations Committee 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, Executive Board, or Government Relations Committee member in their 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 ARC.

F CCEA Staff

CCEA staff participation is limited to duties assigned and approved by the ARC as explicitly written in the Election Calendar (timeline) and within this procedural document. Staff shall not participate in campaigns including, but not limited to, endorsing candidates and distributing campaign materials.

V. ASSOCIATION RESOURCES AVAILABLE TO CANDIDATES

A. Literature Distribution to CCEA Members

1. As an organization, CCEA STRONGLY discourages the use of district (CCSD) property for campaign information dissemination. The use of district property (which may include computers, email addresses, copy machines, etc.) may result in a school district investigation and possible disciplinary action.
2. Each candidate will be responsible for producing his/her own campaign material. The distribution must ONLY occur outside of contract time. Campaign Literature may ONLY be sent to members at school addresses. No campaign material may be mailed to home or personal addresses except as laid out by V.B.2.B.

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 at the ARC meeting. 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 the current month's membership roster.

“A candidate will be required to sign an affidavit attesting to the use and purpose of the labels at the time of pick up.”

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 the school site, school address, and the 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, Executive Board, or Government Relations Committee, 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 the entire membership.
3. Association Representatives at their work location have the responsibility to dispense **only** campaign literature that 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. A candidate is responsible for removing and/or collecting his/her materials at the end of the function.

VI. ELECTIONS PROCEDURES

A. Elections Conduct

The Elections Committee shall be responsible for conducting all CCEA office Elections, including ratifying the contractual agreement between CCEA and CCSD at the General Membership meeting, elections held at ARC meetings, and elections files.

B. Preparation of Ballot

The Elections Committee shall review, record, and report all verified candidates. The following requirements shall be observed during the ballot process:

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. 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.
4. The final copy of the candidate list and ballot shall be printed, proofread, and initialed by the Chairperson of the Elections Committee and members of the Election Committee.
5. Ballots will not contain any campaign materials.

C. Order of Names

Candidate names shall be alphabetical by last name in ascending order in president/vice president voting years and descending order in secretary/treasurer years.

D. Secret Balloting

Candidates for each individual office shall be elected by secret ballot provided by a secure, third-party company.

E. Voting

1. Ballots will be sent to CCEA members via an email link to their personal and district email addresses on record.
2. Voting will open Monday, March 18, 2024, at 12:01 am and will close Thursday, March 21, 2024, at 11:59 pm.

VII. VERIFICATION OF RESULTS

A. Members of the Elections Committee will meet to review and certify the results of the election on Friday, March 22, 2024, at CCEA.

B. The Elections Committee will invalidate:

1. Any write-in that is not an eligible CCEA member.
2. Any write-in that is not using the legal name or common preferred name.

EXAMPLE:

Michael Jones and Mike Jones will be counted as the same person unless otherwise identified as separate people.

C. All positions will be elected in accordance with the current CCEA Bylaws and Policies.

D. The Elections Committee Chairperson and members will initial or sign the election results.

E. The chairperson of the Elections Committee or designee will announce the election results as soon as they are certified. Candidates for CCEA Officers, Executive Board, and Government Relations Committee will be notified of the results by phone and/or email.

F. The certified election results will be presented to the CCEA ARC for ratification. Once ratified, they will be posted on the CCEA website.

G. All electronic ballots will be deleted thirty (30) days after ratification by the ARC, unless there is a challenge filed.

H. If the number of candidates equals the number of vacancies for the same office, the candidate shall be declared elected after nominations are closed, in accordance with CCEA Bylaws.

IX. OFF-CYCLE ELECTIONS

A. An off-cycle election will be held during the regularly scheduled ARC meeting for positions that become vacant outside the regular election cycle pursuant to CCEA Bylaws.

B. Election Committee will use the following procedures for Off-Cycle Elections for Officers, Executive Board Members, Government Relations Committee, and Review Board:

1. Upon announcement of the vacant position(s), a nomination form will be provided upon request by emailing elections@ccea-nv.org. Nominations will close three (3) business days prior to the ARC meeting. The Election Committee will notify all nominees that their nomination form was received.
2. Candidates shall be allowed five (5) minutes for speeches. The cumulative time allotted for speeches shall include the nominator, second, and candidate speeches. Candidates who cannot attend the ARC meeting for professional reasons may submit their video-recorded speech of the appropriate length to elections@ccea-nv.org three (3) business days before the ARC meeting.
3. A paper ballot will be distributed to in-person ARC voting members in attendance.
4. Following the candidates' speeches, a virtual ballot will be sent to online ARC voting members through the webinar polling feature.
5. Members of the Elections Committee present at the ARC meeting will tabulate, review, and verify the results of the election.
6. The certified election results will be presented to the CCEA ARC for ratification. Once ratified, they will be posted on the CCEA website.
7. 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 Bylaws.

X. ASSOCIATION REPRESENTATIVE ELECTIONS

- A. Elections for Association Reps, OLPs, and SOTs will be held between September 11th and September 30th of each year.
- B. The CCEA President or designee will notify members of the nomination process and election dates one week before September 11th.
- C. The CCEA President or designee will conduct elections through an online secret ballot election process for each site for the AR and OLP elections. SOT elections are conducted as prescribed by law.
- D. Members running for a position as an AR or OLP must follow all rules pertaining to campaign requirements as stated in the Election procedures.

XI. ENFORCEMENT PROCEDURES

- A. In the event that the Elections Committee finds that an alleged violation of a campaign regulation has occurred, the Election 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 of 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. Relevant documentation from the plaintiff should be submitted with the challenge. 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 results of the election, whichever date shall occur first. The Election Committee may make a recommendation to the ARC 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.

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

- 1. The Election Committee Co-Chairs will informally attempt to resolve the situation by requesting the cessation of the irregular practice.
- C. The Elections Committee shall meet within five (5) business days of receiving a challenge or allegation of wrongful elections practices, or as soon as available thereafter, to consider the challenge substantiated or unsubstantiated as presented. Challenges that are deemed substantiated will then have an investigation. Challenges may not be considered if filed with missing or incomplete information. The plaintiff will be notified via email if the challenge moves to an investigation.
- D. The Elections Committee shall conduct an investigation to gather information within five (5) business days to determine whether a challenge is substantiated or warrants further investigation.
- E. The Plaintiff and Defendant will be notified of the investigation by the Elections Committee Chairperson or their representative via telephone with a follow-up email.
- F. 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 Plaintiff and/or Defendant will be automatically disqualified from the investigation.
- G. 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 from the proceedings.

- H. During the investigation, the Plaintiff and Defendant, or their representative, may be asked to present evidence in the form of documentation and/or witnesses before the Elections Committee.
- I. The Elections Committee will meet as soon as possible to render a recommendation to the ARC and prepare a written report of all challenges considered by the Elections Committee for the CCEA ARC. The Elections Committee's investigation and all documentation will remain confidential and 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 a member for wrongful election 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.
- 5. Any other action that the Elections Committee deems appropriate

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

- 1. A challenge to the CCEA Election Committee 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 CCEA Election Committee determination.
- 2. Within five (5) 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 Review Board will attempt to schedule the meeting or telephone conference call at a time convenient for the candidate.
- 3. Before the meeting or telephone conference call, the Review Board Chairperson will send each board member a copy of the campaign material in question.
- 4. 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 CCEA Election Committee. The CCEA Elections Committee responsible for the determination will have an opportunity to respond.
- 5. After the conclusion of the meeting or telephone conference call, the Review Board will decide whether the campaign material is acceptable. The Review Board will notify the candidate of their decision by the close of business of the CCEA workday immediately following the day on which the meeting or telephone conference call is concluded.
- 6. To comply with the requirements relative to the distribution of campaign material in *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.

XI. STANDING ELECTIONS PROCEDURES ADOPTION

The CCEA ARC 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 ARC (11/25/08).
Amended & adopted by the ARC (11/24/09).
Adopted by the ARC (11/23/10).
Adopted by the ARC (11/22/11).

Adopted by the ARC (11/20/12).
Amended & adopted by the ARC (12/11/12).
Amended & adopted by the ARC (11/26/13).
Adopted by the ARC (11/25/14).
Amended & Adopted by the ARC (11/24/15).
Amended & Adopted by the ARC (11/29/16).
Amended & adopted by the ARC (11/28/17).
Amended & adopted by the ARC (1/22/19).
Amended & adopted by the ARC (10/22/19).
Amended & adopted by the ARC (4/28/2020).
Amended & adopted by the ARC (9/22/2020).
Amended & Adopted by the ARC (10/26/21).
Amended & Adopted by the ARC (4/26/22).
Amended & Adopted by the ARC (4/25/23).
Amended & Adopted by the ARC (4/23/24).

**IXC
REVIEW BOARD PROCEDURES**

Association

Review Board

I. DUTIES AND FUNCTIONS

The Jurisdiction of the Review Board shall extend to cases herein defined:

The Review Board shall have original jurisdiction in the following cases:

1. Impeachment of an Association Officer
2. Recall of an Executive Board member
3. The censure, suspension, or expulsion of a member
4. Review, upon request, of an action of an Executive officer(s) or Executive Board Member(s) regarding the consistent application of the Bylaws, Policies, or member(s).

The Review Board shall have the following duties and functions subject to the conditions as herein outlined:

1. To impeach an officer. The officer shall have the right to appeal to the Association Representative Council
2. To recall an Executive Board member. The board member shall have the right to appeal to the Association Representative Council
3. To censure, suspend, or expel a member. The member shall have the right to appeal to the Association Representative Council
4. To vacate censure, lift suspension, and reinstate a member after expulsion.
5. To review the action of the officers, Executive Board, or Association Representative Council for consistency with the Bylaws and to recommend the appropriate remedial action if necessary. Requests for review may be made only by the Executive Board or upon the petition of fifty (50) members of the Association Representative Council, excluding Review Board members.
6. To remove from office, suspend, or censure a member elected to any Association position for violation(s) of the Association, Bylaws, Policies, or Procedures.
7. The Review Board shall calculate on an annual basis each CCEA Executive Board Zone by:
Taking the Total Number of Members and dividing by the total zones to calculate the target number.
Each zone may be + 5%/- 5% from the target number (rounded down)

ARC 4/27/2021

Impeachment Procedures

II. 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 workdays, excluding legal holidays.
4. Impeach means removal as an officer of the CCEA and as a member of the Executive Board of the CCEA.

ARC 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 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 a 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 confirmation receipt shall be sent to the charging party by certified email, and certified mail with the return receipt requested within ten days after the date of filing.
3. 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 question 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.
Or
 - (iii) the Review Board deems that, with all inferences of fact being held in favor of the charging party, the charges are not actionable. 4/23/24 ARC

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 fourteen (14) days prior to the hearing, *provided that* this period may be shortened with the written consent of the charged officer and the charging party. An extension of up to fourteen (14) additional days will be granted at the request of either party. If the extension is requested within three (3) days of the hearing then the requesting party will need to show good cause for the extension. Good cause must be shown for any extensions beyond fourteen (14) days.

ARC 4/24/18
4/23/2024

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 the 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 the charged officer at their own expense.

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-examine witnesses, and to make brief opening and closing arguments.
4. If the charged officer does not appear at the hearing without good cause, the Review Board may proceed with the hearing and render its decision in the 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 votes is not achieved within the 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.

ARC 4/24/18

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 on 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 an 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.

ARC 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 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 the appeal is disposed of.

ARC 4/24/18

H. Informal Disposition

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

I. Storage of Records

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

ARC 12/15/98

III. CENSURE, SUSPENSION, OR EXPULSION OF A MEMBER OF THE CCEA

A. Definitions

1. *Censure* means an action taken by the Review Board that officially condemns a member's conduct.
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 workdays, excluding legal holidays.
 5. *Expel* means terminating the membership of a member of the CCEA.
 6. *Lift the Suspension* means to 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 restoring 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 percent (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 copy of the charge shall be sent to the charged member by certified email and certified mail, with a return receipt requested, within ten (10) days after the date of filing.
 - a. 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.
 - or
 - (iii) the Review Board deems that, with all inferences of fact being held in favor of the charging party, the charges are not actionable. 4/23/2024 ARC
 3. Upon scheduling a hearing, the Review Board shall send to the charged member and the charging party, by certified mail, the 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 fourteen (14) 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. An extension of up to fourteen (14) additional days will be granted at the request of either party. If the extension is requested within three (3) days of the hearing, then the requesting party will need to show good cause for the extension. Good cause must be shown for any extensions beyond fourteen (14) days.

4/23/2024 ARC

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 the 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 the own expense of the member.
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 and 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.

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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 an 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.

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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).

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H. Informal Disposition

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

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.

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V. 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.

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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.

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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 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 Section D-3, the phrase appropriate governing body shall mean the governing body that the Review Board believes should take remedial action.

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IV. ADMINISTRATION

- A. The Executive Director may designate a Professional Staff person(s) for the Committee and subcommittee to serve as Administrative Staff for and consultant to the GR Committee. Staff shall have no vote.
- B. The Professional Staff shall be responsible for the proper administration of the GR Committee.

In this capacity, the staff shall:

1. provide such assistance to the Officers and Committee as may be necessary and proper.
2. be responsible for the receipt, safekeeping, transmittal, and disbursement of all funds in coordination with the CCEA president.
3. prepare and file all financial and other reports required by law.
4. give bond in such sum as may be fixed by the Committee.
5. maintain a list of all contributors to the GR Committee Fund and the amount of contribution.
6. maintain a record of all contributions to endorsed candidates.
7. and perform such other duties as may be directed by the Committee.

V. PARLIAMENTARY AUTHORITY

- A. The current edition of Roberts Rules of Order Newly Revised shall govern the conduct of official business of the Committee.
- B. Any titles or names of groups that change are considered editorial and need not go through the amendment process.

VI. AMENDMENTS

- A. These Policies and Procedures shall be amended by the Committee with final approval of the CCEA Executive Board.
- B. Any proposal for amendment, if from another source, must be referred to the Committee. The Committee will make a recommendation to the CCEA Executive Board. The Committee will request final approval of the CCEA Executive Board and inform the CCEA Representative Council of any amendments.

VII. SAVINGS CLAUSE

No provision herein shall be construed in a manner inconsistent with applicable federal and state law.

ARC May 22, 1990
ARC May 6, 1992
ARC May 20, 1998
ARC October 7, 2004
ARC April 23, 2019

*Last revised and amended by the
CCEA Association Representative Council
4/23/2024*

CCEA

Clark County Education Association

the union
of teaching
professionals