

INDIAN RIVER EDUCATION ASSOCIATION POLICY MANUAL

I. Meetings

A. The Representative Assembly

shall meet monthly during the school year at a regularly scheduled time and place adopted by the Assembly at its first meeting of the year.

1. Refreshments will be monthly assigned to ARs from a school.
Reimbursement for refreshments will be \$40.00 maximum per month.
Receipts must be provided for reimbursement.
2. Refreshments will be served at 4:00 p.m.
3. R.A. meetings will begin at 4:15 p.m. till 5:30 p.m.
4. Attendance will be defined as being present at the meeting at 4:15 p.m. till 5:30 p.m. (unless meeting adjourns earlier).

B. The Liaison/Executive Committee

Shall meet monthly during the school year at a regularly scheduled time with Central Office representatives, no later than one (1) week prior to the scheduled Representative Assembly.

1. Officers (or their designee) are required to attend.

II. Elected Officers

The elected officers of the Association shall be the President, Vice-President (one from each employee group), and Secretary. The term of office for each shall be two (2) years, beginning July 1 following their election.

A. President Responsibilities

1. Be the chief officer, representative and spokesperson for the local association
2. Meet regularly with the Executive Committee to plan and implement the programs of the local association.
3. Preside at the representative Assembly, Executive Committee and all general meetings of the local association.
4. Appoint all committees, after consultation with the Executive Committee with approval of the Representative Assembly.
5. Be a co-signer with the Treasurer of all checks and approval of all cash expenditures of the local association.
6. Be a delegate to the DSEA Representative Assembly by reason of election as President.
7. Make certain the local association is complying with the bylaws and policies.
8. Attend (or by designee) monthly School Board meetings as IREA spokesperson
9. Attend all DSEA president council meetings or may send a designate.
10. Be a member or appoint a designee to committees.
11. Serve on the negotiations committee of the specific group represented and to aide in negotiations of the other groups.

12. Attend New Teacher Day.

13. Miss no more than two of the scheduled building representative meetings and miss no more than two of the scheduled district liaison meetings.

If president does not attend the required number of meetings the stipend will then be based on the percentage of the scheduled meetings they actually attended.

Ex. President attends 13 of 18 scheduled meetings; they shall then receive 72.2% of the stipend.

B. President's Stipend

The President receives a reimbursement of full association dues and mileage.

The stipend is \$2000.00 after taxes, if all the attendance criteria are met. For consecutive term a \$250.00 term stipend supplement for experience with a monetary cap of \$1000.00.

C. Vice President's Responsibilities

1. Be responsible for establishing and implementing communication with the members from their respective employee groups.
2. Be responsible to work with the Association representatives (ARs) to foster their involvement in association decisions, their communicating and involving members, and their carrying out of Association actions and programs.
3. For their employee group, direct and monitor a local association leadership identification, training, and retention program.
4. For their employee group, direct and monitor membership involvement in the association.
5. Perform the duties as the President directs.
6. One Vice-President needs to be designated by the first Representative Assembly of each year to assume the duties of the President when the President is absent.
7. One Vice-President needs to be designated as co-signer of checks in emergency situations when the President or Treasurer is not available.
8. Miss no more than two of the scheduled building representative meetings and no more than two of the scheduled district liaison meetings.

If vice president does not attend the required number of meetings the stipend will then be based on the percentage of the scheduled meetings they actually attended.

Ex. Vice president attends 13 of 18 scheduled meetings; they shall then receive 72.2% of the stipend.

D. Vice Presidents' Stipends

All vice presidents shall receive a reimbursement of full association dues and mileage. The stipend is \$500.00 after taxes, if all the attendance criteria are met. For each consecutive term a \$150.00 term stipend supplement for experience with a monetary cap of \$600.00.

E. Secretary

1. Send a proposed agenda the week prior to the Representative Assembly meeting and submit the official agenda following the meeting to the website coordinator and Representative Assembly.

2. Keep, record, and disseminate the minutes of all Representative Assembly, Executive Committee and general membership meetings to the website coordinator and the Representative Assembly.
3. Maintain for the local association the official records of the incorporated body including:
 - a. Minutes
 - b. past treasurer's reports.
 - c. important correspondence
 - d. up-to-date copy of the bylaws
 - e. Previous negotiated agreements.
4. Meet regularly with the Executive Committee to plan and implement the programs and policies of the local association.
5. Coordinate and implement the member involvement program.
6. Miss no more than two of the scheduled building representative meetings and miss no more than two of the scheduled district liaison meetings.
If secretary does not attend the required number of meetings the stipend will then be based on the percentage of the scheduled meetings they actually attended.
Ex. Secretary attends 13 of 18 scheduled meetings; they shall then receive 72.2% of the stipend.

F. Secretary Stipend

The Secretary receives reimbursement of full association dues and mileage plus a \$500.00 stipend after taxes, if attendance criteria are met. For each consecutive term a \$150.00 term stipend supplement for experience with a monetary cap of \$600.00

III. Treasurer

The Treasurer shall be appointed by the Executive Council with the approval of the Representative Assembly.

A. Treasurer's Responsibilities

1. Be responsible to the Executive Committee, Representative Assembly, and the membership for the accounting of all funds of the local association. This would also include a regular accounting of all receipts and disbursements to the Representative Assembly.
2. Attend at least two scheduled treasurer meetings as offered by DSEA or schedule and attend meetings with DSEA treasurer.
3. Develop, with the Executive Committee, a proposed operating budget each year and send to DSEA, in October, after approval by the Representative Assembly.
4. Be a co-signer, with the president, of all checks and cash expenditures of the local association.
5. Maintain the official financial and corporate records of the local association.
6. Insure that the local's membership dues are accurate with the records of DSEA and NEA, and be knowledgeable of mileage rates.

7. Insure that an annual audit of all association income and expenditures is completed and submitted by early October. Results of the audit will be submitted to DSEA upon receipt.
8. Miss no more than two of the scheduled building representative meetings and miss no more than two of the scheduled district liaison meetings.
If the treasurer does not attend the required number of meetings the stipend will then be based on the percentage of the scheduled meetings they actually attended.
Ex. Treasurer attends 13 of 18 scheduled meetings; they shall then receive 72.2% of the stipend.

B. Treasurer's Stipend

The Treasurer shall receive a reimbursement of full association dues and mileage. The stipend is \$500.00 after taxes, if all the attendance criteria are met. For each consecutive term a \$150.00 term stipend supplement for experience with a monetary cap of \$600.00.

IV. Association Representatives (ARs)

ARs shall be elected by the members in the building/worksites. The process shall include open nomination and secret ballot. They shall be elected on a ratio of one (1) representative for every 18 members or fraction thereof.

Every building/worksites shall have at least one (1) AR.

ARs shall serve a term of two (2) years and may be reelected. The term shall begin on July 1.

A. Association Representative Responsibilities

1. To represent the members by attending the meetings of the Representative Assembly by participating in the decision-making process, and by implementing **the** actions and activities of the Association.
2. To keep the members informed of the Association issues and keep the Association informed of their members' opinions and ideas.
3. To promote member involvement in the Association by recruiting members for Association activities and programs, and to facilitate the recruitment of new members as well as NEA Fund for Children.
4. To assist members with their problems and concerns.
5. To develop a working relationship with administrators in order to effectively represent the members.
6. To attend a minimum of 6 meetings per 1 year, not to include the May meeting. (Refer to Section I.A.4 regarding attendance)

B. Association Representative Stipend

The Association Representative (ARs) shall receive a prize based on 8 levels of participation and mileage per meeting attended, if the attendance criteria is met. Mileage is based from home school to meeting location and return. The mileage rate will be the same as DSEA mileage rate. ARs will receive a complimentary dinner, at the May meeting, if the attendance criteria are met.

ARs that hold positions in which full dues are paid will not be eligible for the AR stipend.

V. Chairpersons

- A. The President shall, after consultation with the Executive Committee, and approval by the Representative Assembly, appoint the committee chairpersons.
- B. Each committee chair will need to attend the Representative Assembly Meetings and give a report. May miss no more than two of the scheduled building representative meetings and submit their report to the Secretary prior to the RA meeting.

If committee chair does not attend the required number of meetings the dues stipend will then be based on the percentage of the scheduled meetings they actually attended.

Ex. Committee chair attends 13 of 18 scheduled meetings; they shall then receive 72.2% of the dues stipend.

1. Legislative/Political Action Chair – This chair’s charge shall include the development of the Legislative/Political Action program for each year. A part of that Program shall include the education and involvement of the members in school board elections, local legislative and political action programs, as well as in DSEA and NEA's program.
 - a. Political Chairperson Stipend will be ½ of association dues and mileage reimbursement or monetary equivalent if receiving full dues for another position, if the attendance criteria are met.
2. Grievance Chair - The chair shall work to inform the members of the negotiated contract and assist them in the enforcement of its contract.
 - Communicate with ARs each month, prior to the AR meeting about any contractual issues or concerns in their building.
 - Create a monthly report tracking all issues and grievances for the AR meeting.
 - a. Grievance Chair Stipend will be full dues (or ½ dues each for two chairs) and mileage reimbursement or monetary equivalent if receiving full dues for another position, if the attendance criteria are met.
3. Membership Chair - This chair will insure that an ongoing year-round membership program is implemented.
 - Plan and organize New Teacher Orientation
 - Maintain membership records according to DSEA guidelines
 - Attend DSEA membership meetings.
 - Communicate with ARs recruiting member strategies, filling out membership forms, and timelines for membership.
 - Create a recruitment plan for nonmembers.
 - a. Membership Chair Stipend will be full dues (or ½ dues each for two chairs) and mileage reimbursement or monetary equivalent if receiving full dues for another position, if the attendance criteria are met.
4. Minority Action Chair - This chair will develop and implement programs to promote the importance of multicultural education. They will also work to improve school/community relations with minority families

- a. Minority Action Chair Stipend will be ¼ of association dues and mileage reimbursement or monetary equivalent if receiving full dues for another position, if the attendance criteria are met.
- 5. Election Chair- The chair's responsibilities shall be to set up and conduct the all-member elections, insure compliance with notification, timelines, and the secret ballot requirement. Follow all election procedures in the IREA By-Laws Article VIII.
 - a. Election Chair Stipend will be ¼ of association dues and mileage reimbursement or monetary equivalent if receiving full dues for another position, if the attendance criteria are met.
- 6. Website Chair – The chair's responsibilities shall be to set-up and maintain the IREA website. Post the by-laws, policy, meeting minutes, and contracts. Update officer information and member information.
 - a. Website Chair Stipend will be ½ of association dues reimbursement or monetary equivalent if receiving full dues for another position.
- 7. Scholarship Chair – This chair will insure the IREA Scholarship process is implemented following all timelines.
 - Provide the 2 district high schools guidance offices with the scholarship information by.
 - Collect and review the applications
 - Chose 1 recipient from each high school and present to the President and the Representative Assembly April's meeting.
 - Provide award certificates prior to the high schools' Senior Awards Assemblies in May.
 - a. Scholarship Chair Stipend will be \$80.00 and mileage reimbursement or

VI. Payments

- A. Stipends will be paid by the end of the school year.
- B. Reimbursement will follow DSEA protocol.
- C. Criteria for Traveling Expenses: IREA will not fund an IREA member if they are NOT planning to return to the district (IRSD) the following September. If a non-returning IREA member wants to attend the NEA/RA it will be considered on a case-by-case situation.

VII. Reimbursement

A. Reimbursement policies will conform to IRS recording and record keeping requirements and to AICPA audit guidelines for non-profit organizations. The following policy shall prevail for all travel expenses.

- 1. Reimbursement mileage for IREA meetings will be done at the end of the school year.

B. TRAVEL

- 1. The daily meal allowance is not to exceed \$75 less any conference/meeting meals provided. If conference/meeting meals are provided, a deduction for the provided meal will be applied according to the following: breakfast - \$15; lunch - \$20; dinner - \$40. The remainder of the daily allowance is expended at the traveler's discretion. Itemized receipts for meals and a copy of the

- conference/meeting agenda detailing meals provided must accompany vouchers.
2. Transportation costs submitted for reimbursement when travel is by plane or train must be substantiated by ticket stubs or receipts. All air travel shall be coach class or lower fare. Baggage fees for checking bags are reimbursable at the following rate: 1-5 days/trip = 1 bag; more than 5 days/trip = 2 bags. Overweight fees for baggage are not reimbursable. Flight change fees will be at the traveler's expense unless the change is a result of an emergency or at the request of DSEA and approved by the DSEA Business Manager, Executive Director, or President. (Revised 2/09)
 3. Transportation costs when travel is by private automobile shall be reimbursed at the approved IRS rate for miles driven for official business. Mileage reimbursement requests must be accompanied with actual number of miles driven and destination.
 4. Charges for tolls shall be reimbursed to members and staff who travel for the purpose of conducting IREA business. Requests for reimbursement must be accompanied by receipts.
 5. When alternate forms of transportation are chosen, the rate of reimbursement will be either the IRS rate for miles driven for official business or the coach rate for plane fare or train, whichever is lower.
 6. Hotel costs for members will generally be reimbursed at one-half the double-room rate (plus tax). Persons will generally be expected to share a room. If an individual chooses to have a single room, he/she shall pay anything over the double-room rate (plus taxes) divided by half. When hotel reservations are made and guaranteed for payment based upon indicated arrival, failure by the individual to notify the hotel prior to 6:00 p.m. of the original arrival date will result in a "no-show" charge, which will be considered the personal expense of the individual.
 7. Employees and members may request travel advances, as needed. Such advances must be vouchered upon return from the business trip by submitting an expense voucher with appropriate receipts within thirty (30) calendar days. If 30 calendar days fall on a weekend or holiday, the voucher will be due the next business day. Unexpended funds must be remitted to IREA within 30 days after completion of the trip. Vouchers and any related reimbursements not submitted to IREA within 30 days will receive a 1099. Individuals who do not follow this policy will not be eligible for future advances for NEA/DSEA/IREA travel.
 8. All vouchers for reimbursement of business expenses must be submitted to the Treasurer within thirty (30) calendar days. All vouchers must be documented with appropriate receipts, explanations, and authorizations. All vouchers will be reviewed by the Treasurer and approved by the President.

C. Meals

1. Reimbursement shall be allowed for business meals and group functions when IREA business is conducted in connection with the meal function or when the expense is a planned program or event or with prior approval of the President.

2. Meal expenses will be reimbursed for members when the individual is required to stay beyond the normal workday for an approved association activity or by prior approval of the president. Itemized receipts for meals must accompany vouchers.
3. Itemized receipts for meals must accompany vouchers.

VIII. Whistleblower

Indian River Education Association Executive Board members are obligated to comply with all relevant legal requirements in carrying out their official responsibilities. A failure to meet this obligation, whether intentional or inadvertent, can have adverse consequences for the reputation and the functioning of the Association. The purpose of this Whistleblower Policy (hereafter WB Policy) is to establish a procedure by means of which any such failures can be brought to the attention of the **Indian River Education Association** so that appropriate corrective action can be taken.

1. Definitions

- a. The term "misconduct" means any action taken by an **Indian River Education Association** Board member in carrying out their **Indian River Education Association** responsibilities that is in violation of a legal requirement.
- b. The term "**Indian River Education Association** Official" means a member of the **Indian River Education Association** Executive Board.
- c. WB Officer is the person responsible for implementation of the Whistleblower Policy.
- d. The term "whistleblower" means a person who notifies the WB Officer of an action that s/he has reasonable cause to believe constitutes misconduct.

1. WB Officer

The **Indian River Education Association** Vice President shall serve as the WB Officer and shall in that capacity is responsible for the implementation of the WB Policy. The WB Officer will make quarterly reports regarding implementation to the Executive Board. The WB Officer may also recommend modifications in the policy.

2. Notification of Alleged Misconduct

Any person who has reasonable cause to believe that a **Indian River Education Association** Executive Board member is engaged in or is about to become engaged in misconduct, should notify the WB Officer in writing. That person should identify himself/herself to the WB Officer, but the WB Officer will treat all notices as anonymous. If the WB Officer is not available, the person with the suspicions will then notify the Secretary, who will turn over the information to the WB Officer as soon as possible. If it appears to the WB Officer that the Board member did engage in misconduct, the matter will be turned over to the DSEA General Counsel. The General Counsel will then conduct an expeditious investigation of the alleged misconduct and submit a written opinion to the WB Officer setting forth his/her found conclusions and suggested consequences.

The Executive Board will consult as a unit and make a determination as to appropriate action to correct the situation.

If it is determined that the individual who made the allegation of misconduct has acted in bad faith or without reasonable cause, the WB Officer, in consultation with the Executive

Board and General Counsel, will arrange for appropriate disciplinary and/or corrective action to be taken against that person.

Protection of Persons Who Provide Evidence of Alleged Misconduct

No person shall be subject to any form of retaliation, either direct or indirect, except as noted in the previous section. If a person (member) believes that s/he has been subject to such retaliation, that person shall report such incident to the WB Officer. The WB Officer shall investigate the matter, report to the Executive Board, and make a determination for appropriate disciplinary and/or corrective action.

Miscellaneous

Nothing in this WB Policy shall be interpreted or applied to deprive any member of any right that they are afforded as a member of the **Indian River Education Association**, Delaware State Education Association or National Education Association. If any article in this WB Policy is inconsistent with the rights of the parent organizations, the statutes of those bodies take precedence.

If there appears to be question as to the conduct of the WB Officer, the matter will be handled by the **Indian River Education Association** Executive Board.

Effective Date and Distribution

The WB Policy shall become effective on the date that it is adopted by the **Indian River Education Association** Executive Board. The Executive Board may amend the policy as it sees fit.

The WB Policy shall be appended to the **Indian River Education Association** Policy Manual and shall be posted on the **Indian River Education Association** website (www.IREAdel.org) in lieu of a paper distribution to all members.

IX. Conflict of Interest Policy

Statement of Intent

Every member of the **Indian River Education Association** is entitled to have complete confidence in the integrity of the Association. In order to justify and maintain that confidence, **Indian River Education Association** Executive Board members must avoid taking any action that might result in, or create the appearance of, a conflict with the full performance of their official duties and responsibilities.

This policy is adopted to prevent **Indian River Education Association**] Executive Board members from using their official positions to advance their personal and financial interests and to ensure that **Indian River Education Association** members never have good reason to question the integrity of the **Indian River Education Association** Executive Board members, who were elected to serve in the best interests of the Association and all of its members.

In this policy, the term "personal and financial interest" shall mean an interest which tends to impair a Board member's independent judgment in the performance of their association duties. A Board member has an interest which tends to impair their independence of judgment in the performance of their duties with respect to any matter when:

- (1) any action or inaction with respect to the matter would result in a financial benefit or detriment to accrue to the Board member or a close relative to a greater extent than such a benefit or detriment would accrue to others who are members of the same class or group or persons;

(2) the Board member or a close relative has a financial interest in a private enterprise which would be affected by any action or inaction on a matter to a lesser or greater extent than like enterprises or other interests in the same enterprise.

Standards of Conduct

- An **Indian River Education Association** Executive Board member shall refrain from making substantial investments in, or accepting an official position with, any enterprise which they know or should have known transacts business with, or may seek to transact business with, the Association or with Association members.
- An **Indian River Education Association** Executive Board member shall refrain from participating as an official in any matter affecting an enterprise in which they have a personal and financial interest where it could reasonably be inferred that they participated in order to serve their personal and financial interests.
- A **Indian River Education Association** Executive Board member shall not accept any compensation, gift, gratuity, loan or other thing of value from an enterprise, firm, or person which is doing business, or seeking to do business with the Association or with Association members where it could reasonably be inferred that their objectivity in the performance of their official duties might be affected by their accepting the thing of value.
- No **Indian River Education Association** Board member shall accept any other position or assignment which would conflict with his or her obligation to carry out his or her **Indian River Education Association** responsibilities in a manner that advances the interests of **Indian River Education Association**, or interfere with the **Indian River Education Association** Board member's ability to properly carry out those responsibilities.

Implementation Procedure

The Secretary and the Vice President of the **Indian River Education Association** shall serve as the Co-Conflict of Interest Officers (CI Officer) and shall in that capacity is responsible for the implementation of the CI Policy. The CI Officer shall monitor the implementation of the CI Policy and recommend to the President such modifications as may seem appropriate from time to time.

If an **Indian River Education Association** Board member believes that s/he may be engaged in or is about to be engaged in an activity prohibited by the CI Policy, that member should consult informally, as soon as possible, with the CI Officer. Together they will deal with the matter. If they are unable to come to an agreed upon resolution, the CI Officer shall express a written opinion and state how the activity in question is prohibited by the CI Policy. A correction to the situation will also be in the CI Officer's response document.

If disagreement persists, the member in question will appeal to the **Indian River Education Association** President. The member in question may take union representation to any meetings with the President.

If another Executive Board member believes that a member colleague is engaged in or is about to become engaged in a prohibited activity, that member, with the belief, may file a written complaint with the CI Officer within a period of time to be determined by the Executive Board.

All such complaints shall, unless otherwise stated, remain confidential and anonymous. When the CI Officer receives such a complaint, they must make every effort to meet with the member in question within a 14-day timeframe to work out a correction. If disagreement persists, the matter may be appealed to the President. If an appeal is not filed with the President, the member must abide by the decision of the CI Officer.

If a question arises around the behavior of the CI Officer, the President shall deal with the issue. All information will remain confidential and anonymous.

Effective Date

This policy shall become effective on the date that it is adopted by the **Indian River Education Association** Executive Board. It shall be appended to the **Indian River Education Association** Policy Manual and shall be posted on the **Indian River Education Association** website (www.IREAdc.org) in lieu of a paper distribution to all members.

Representative Assembly adoption date: October 16, 2013