



**WEA**  
WASHINGTON  
EDUCATION  
ASSOCIATION

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# WEA Policy Manual

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2021-2022

*(Updated: Jan 2022)*

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(Notes: Letter subsection titles in II, III, IV, V, VI, and VIII are in alphabetical order. BD followed by date is the date the section was adopted by the WEA Board, A-BD followed by a date is the date amended by the WEA Board.)

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## **I. GOVERNANCE**

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### **A. PRESIDENT**

#### **1. Introduction**

The WEA president shall be the chief officer and leader of WEA. His/her actions should reflect the charges of the Representative Assembly and WEA Board and the advice of the WEA vice president and executive director.

The officers and executive director shall at all times present a team effort in the interpretation and implementation of WEA policies and programs for the benefit of the WEA membership.

Nothing in this job description shall supersede WEA Constitution and Bylaws provisions.

#### **2. Job Description**

- a. Calls meetings of the Representative Assembly, WEA Board, Executive Committee, WEA-PAC, and, unless otherwise delegated, Staff Retirement Plan Trustees.
- b. Provides agendas for Representative Assembly, WEA Board, Executive Committee, WEA-PAC, and, unless otherwise delegated, Staff Retirement Plan Trustees.
- c. Presides as chairperson of the Representative Assembly, WEA Board, Executive Committee, WEA-PAC, and, unless otherwise delegated, Staff Retirement Plan Trustees.
- d. Provides for the development and interpretation of WEA policy.
- e. Provides for the maintenance of an up-to-date record of such action in the form of a policy manual.
- f. Provides for the maintenance of WEA policy action such as Representative Assembly, WEA Board, WEA-PAC Management Board, Staff Retirement Plan Trustees, and governance advisory unit minutes.
- g. Provides advice to the WEA Board concerning nonadherence to the WEA Constitution, Bylaws, and Standing Rules by any individual member, groups of members, or internal organizations.
- h. Provides liaison to NEA and other national organizations' governance concerning member-related policy and program development.
- i. Provides for contract relations with the executive director.
- j. Provides a "President's Annual Report," reviewing WEA's progress during the past year and proposes any recommendation for future improvements to the Representative Assembly.

#### **3. Responsibilities**

- a. Serves as the chief officer and leader of WEA.
- b. Serves as the chief officer of the Representative Assembly, WEA Board, and Executive Committee.
- c. Serves as the spokesperson or assigns elected leadership to speak for WEA in matters of policy in consultation with the executive director.
- d. Serves as the chairperson of the WEA-PAC Management Board.
- e. Serves as an ex officio member of all appointed groups.
- f. Serves as an ex officio member of all program boards.

#### **4. Appointed Groups**

- a. Provides for the preparation of appointed group charges in consultation with the vice president and executive director.
- b. Provides for the preparation of recommendations concerning appointed group expenditures for WEA Board approval.
- c. Provides for the coordination of appointed group activities.
- d. Authorizes any meeting beyond the prescribed number.

#### **5. Programs**

- a. Provides for the preparation of recommendations concerning program expenditures for WEA Board approval.
- b. Provides for the coordination of program activities.
- c. ACT (Action Coordination Team – representing Education Support Professionals) yearly program member recommendations will be provided to the WEA President after the final school year ACT meeting for the President’s consideration for appointment to ACT. **(A-BD-7/14)**

**6. Appointments**

- a. Appoints and removes members of the appointed groups/programs, except as otherwise provided in the WEA Constitution, Bylaws, and Standing Rules.
- b. Appoints Board Directors in vacant at-large district director positions as provided in the WEA Constitution.
- c. Appoints a parliamentarian for the Representative Assembly.
- d. Appoints WEA representatives to all nonaffiliated WEA organizations.

**7. Release Time**

In cooperation with the president, WEA shall negotiate with the president's employer for a leave of absence to provide full-time release from his/her regular district assignment to perform WEA duties.

**8. Compensation (A-BD-6/19)**

The President’s salary shall be competitive with the appropriate labor market and will pay similar levels of work at the same or similar levels of pay. Any annual pay increases will be indexed to the market, either the General Industry or the Not-For-Profit market, or a combination of both markets.

The Budget and Finance Committee will be provided, on an annual basis, market survey data and will make and forward any salary adjustment recommendations to the WEA Board of Directors for final determination. Provided that, in no event will the President’s annual salary be less than the Executive Director’s annual salary.

**9. Retirement (A-BD-9/16)**

The WEA will reimburse the district that has released the WEA President for retirement benefits. It is understood that the salary difference between the district pay and the agreed to WEA pay for the WEA President is not eligible for inclusion in the state retirement plans.

Therefore, in order to make the WEA President whole, the WEA will pay the WEA President an annual amount equal to the percentage WEA contributes to the WEA Staff Retirement Plan. This payment will be made in August of each year consistent with established payroll practices.

**10. Letter of Understanding (A-BD-9/16)**

All terms and conditions of service, including all benefits, leaves, and compensation, shall be outlined annually in a letter of understanding approved by the WEA Board, signed by the president and by the executive director on behalf of the WEA Board, and placed in the permanent records of the WEA.

**B. VICE PRESIDENT**

**1. Introduction**

The WEA vice president shall be an officer of WEA. The vice president's activities and responsibilities as assigned by the president should provide a broad background of exposure to the roles and responsibilities since the Constitution provides for succession to the presidency upon the vacancy of the office.

Vice presidential actions should reflect the charges and policies of the Representative Assembly, the Board, and the advice of the president and the executive director.

The officers and executive director shall always present a team effort in the interpretation and implementation of WEA policies and programs for the benefit of the WEA membership.

Nothing in this job description shall supersede the WEA Constitution and Bylaws provisions.

**2. Job Description**

- a. Serves as a spokesperson for WEA in matters of WEA policy as directed by the president.

- b. Provides for and performs all the duties of the president in the absence of the president. When so acting, the vice president shall have all the powers and rights of and be subject to all the restrictions upon the president.
- c. Provides assistance to the president in development and interpretation of WEA policy as directed by the president.
- d. Provides for the completion of all responsibilities delegated by the president.
- e. Serves as an officer of the Association, the Representative Assembly, the WEA Board, the Executive Committee, and the WEA-PAC Management Board
- f. Serves as the official elected Association representative to the membership and its publics as assigned by the president.
- g. Serves as the official WEA representative to NEA, local affiliates, and other education-related and noneducation-related organization meetings and conferences as assigned by the president.

**3. Responsibilities**

- a. Serves as an officer of WEA, Representative Assembly, WEA Board, and Executive Committee.
- b. Serves as the official elected WEA representative as assigned by the president.
- c. Serves as the official WEA representative to NEA, local affiliates, and other education-related and noneducation-related organization meetings and conferences as assigned by the president.

**4. Appointed Groups**

- a. Assists the president in the preparation of recommendations concerning the charges for appointed groups.
- b. Assists the president in the preparation of recommendations concerning the expenditures of appointed groups.
- c. Assists and monitors the appointed groups in carrying out the charges assigned.
- d. Monitors and provides continuous reports of appointed group budgets.

**5. Appointments**

Appoints members to task forces in the area of instruction and professional development.

**6. Release Time**

In cooperation with the vice president, WEA shall negotiate with the vice president's employer for leave of absence to provide full-time release from the regular district assignment to perform WEA duties.

**7. Compensation (A-BD-9/16)**

The Vice President's salary shall be eighty percent (80%) of the salary of the WEA President.

The Budget and Finance Committee will review the WEA Vice President's annual compensation and benefits package annually.

**8. Retirement (A-BD-9/16)**

The WEA will reimburse the district that has released the WEA Vice President for retirement benefits. It is understood that the salary difference between the district pay and the agreed to WEA pay for the WEA Vice President is not eligible for inclusion in the state retirement plans.

Therefore, in order to make the WEA Vice President whole, the WEA will pay the WEA Vice President an annual amount equal to the percentage WEA contributes to the WEA Staff Retirement Plan. This payment will be made in August of each year consistent with established payroll practices.

**9. Letter of Understanding (A-BD-9/16)**

All terms and conditions of service, including all benefits, leaves, and compensation, shall be outlined annually in a letter of understanding approved by the WEA Board, signed by the Vice President and by the executive director on behalf of the WEA Board, and placed in the permanent records of the WEA.

## **C. BOARD OF DIRECTORS**

### **1. Group Responsibilities**

- a. Exercise the general authority of the Representative Assembly between meetings of the Representative Assemblies.
- b. Oversee the implementation of policies and programs adopted by the Representative Assembly.
- c. Intentionally promote and explain board recommendations, positions, and actions.

### **2. Affiliations**

- a. Approve or disapprove local affiliation applications and charters.
- b. Revoke affiliations and charters.
- c. Place affiliates on probation.
- d. Approve changes in local affiliation status.
- e. Authorize state or area-wide organization associate status.
- f. Review affiliate status reports when appropriate.

### **3. Appointed Groups**

Receive reports of WEA appointed groups.

### **4. Constitution/Bylaws/Rules/Adopted Procedures**

- a. Interpret the WEA Constitution and Bylaws.
- b. Prepare rules and rule amendments for the Representative Assembly.

### **5. Programs**

Approve program-governing documents and policies.

### **6. Executive Committee**

- a. Elect a minimum of six (6) Executive Committee members from among WEA Board members.
- b. Approve Executive Committee actions when appropriate.

### **7. Finances**

Approve the final budget, health insurance, and budget revisions of WEA.

### **8. Membership**

The Hearing and Appeals Committee shall be charged with the responsibility for:

- a. Censuring, suspending, or expelling WEA members for cause after due notice and hearing.
- b. Reinstating any suspended or expelled WEA member following a hearing. Members may appeal the ruling of the Hearing and Appeals Committee to the WEA Board.

### **9. Staff**

- a. Employ the executive director and, upon the recommendation of the executive director, employ other regular professional staff engaged for compensation as defined in the Bylaws.
- b. Provide direction for the executive director.
- c. Employ the chief financial officer.
- d. Approve conditions of employment.
- e. Adopt an affirmative action policy.
- f. Approve all management staff contracts (**See Section II, B.4.**).
- g. Direct the secretary to the president and governance to maintain the most current approved governance documents and archival documents.

### **10. Individual Responsibilities**

- a. Serve as the officers of the Representative Assembly.
- b. Represent the viewpoint of the members at UniServ Council and/or program while at the same time considering the best interest of the entire WEA.
- c. Reach out to locals in the UniServ Council and make periodic contacts with local leaders to offer assistance regarding problems and to solicit reactions from members.
- d. Assist locals in membership drives, if requested.
- e. Know, support, and promote WEA policy and be able to communicate to members and local leaders the background leading up to policy decisions as well as the interpretation of policy.
- f. Present WEA Board decisions and positions honestly and objectively including major points of view from Board discussion, supportive information, answering questions, and getting further information, if needed.
- g. Develop a leadership relationship with the locals including mentoring future leaders and promoting leadership by encouraging members to participate in the opportunities for involvement in training provided by WEA and NEA.
- h. Contact WEA headquarters for help and/or suggestions when appropriate.
- i. Promote Student WEA and encourage student members to become involved in meetings within the UniServ Council.
- j. Schedule, organize, and conduct WEA mock assemblies prior to the Representative Assembly.
- k. Attend WEA Board Meetings.
- l. Serve on committees as appointed.
- m. Make regular reports to UniServ Councils.
- n. At-large Board Directors consider the best interests of the entire WEA while keeping the Board apprised of the viewpoints and issues that directly affect their at-large group.
- o. Participate in UniServ Council Governance meetings and present WEA positions and actions.

#### **11. Board Norms (A-BD-9/12)**

1. Make decisions that reflect the core values, mission, and goals of WEA.
2. Take personal responsibility for Board Norms.
  - Conflict between Board members should be resolved Board member to Board member
  - Violations of Board norms should be first addressed Board member to Board member
3. Assume positive intent.
  - Be honest.
  - Maintain sense of humor.
4. Be respectful and attentive, regardless of personal feelings about issues/topics.
  - Respect others' viewpoints, positions and different styles.
  - Listen with an open mind.
  - Use inclusive language.
5. Be prepared.
  - Attend meetings.
  - Arrive on time and stay until adjourned.
  - Read materials in advance, when available.
  - Be an active participant.
6. Represent your members honestly and with integrity.
  - Speak to issues and not personalities.
  - When making decisions, voice your members' opinions while acting in the best interests of the WEA as a whole.
7. Share your objections with the Board's decision-making process or final decisions verbally with the entire Board.
  - Limit sidebar discussions.
  - Clarify/ask questions.
  - State views for all to hear during discussions.

8. Maintain executive session confidentiality.
  - See Code of Ethical Conduct for more information (See WEA Policy Manual).
9. Take responsibility for Board decisions and their impact on WEA and its members.
  - Affirm and promote the decisions of the Board.
  - Communicate the actions of the Board with members back home.
12. **Board terms**, including limitations, are defined in the WEA Constitution and Bylaws
13. **Highlights of WEA Board meeting actions** shall be posted appropriately on the WEA Web page **(NBI 93-29, A-BD-3/00)**
14. **Board Job Descriptions**
  - a. Attend Board, Council, and Representative Assembly meetings.
  - b. Exercise the authority of the Representative Assembly.
  - c. Proactively represent and promote WEA mission and goals to the community and members.
15. That positions taken by the WEA board on issues to be voted on at the NEA RA be considered as recommendations and advisory, and not binding instructions for state delegates. **(NBI 80-3)**
16. The WEA Board shall take a vote count on all amendments to the Constitution and Bylaws that will be published along with the proposed amendments. **(NBI 81-1)**
17. That the minutes of the WEA Board shall include a roll call vote on all motions that are not procedural or on votes taken in executive session. **(NBI 93-12)**

#### **D. EXECUTIVE COMMITTEE**

##### **1. Responsibilities**

- a. Exercise the general authority of the WEA Board and the Representative Assembly between regular meetings of the Board. Actions may be subject to Board approval.
- b. Oversee the implementation of policies and programs adopted by the Representative Assembly and the WEA Board between regular Board meetings. Actions may be subject to Board approval.
- c. Act as trustee for the 501(c)(9) Trust that manages the Association's rate stabilization funds. **(BD-8/93)**

##### **2. Finances**

Approve exceptions to governance voucher regulations.

#### **E. APPOINTED GROUP CHAIRPERSONS**

##### **1. Responsibilities**

- a. Serve until charges are completed.
- b. Direct the completion of assigned charges. Charges or activities beyond those originally assigned shall be approved by the president.
- c. Assure that all activities are carried out within prescribed policy.
- d. Coordinate all activities and reports with assigned staff.
- e. Assure that member and staff roles are appropriately delineated.
- f. Cooperate with other chairpersons as needed.
- g. Provide members with leadership opportunities.
- h. Maintain regular communication with the president concerning meeting dates, locations, times, and progress on charges.

##### **2. Meetings**

- a. Preside over meetings as prescribed in *Sturgis*.
- b. Coordinate all meeting preparations with assigned staff.

##### **3. Expenses**

Work within the approved appointed-group budget.

**4. Reports**

- a. Present interim reports to the WEA Board as prescribed by the president.
- b. Present reports to the WEA Board and Representative Assembly as prescribed by the president.
- c. Present legislative-related recommendations, findings, and conclusions to the Legislative Strategy Work Team as prescribed.

**F. APPOINTED GROUP MEMBERS**

**1. Responsibilities**

- a. Assist in carrying out those charges as assigned by the president.
- b. Assist in the development of legislative-related recommendations, findings, and conclusions for the Legislative Work Team in the prescribed WEA Board report format.
- c. Assist in developing reports to the WEA Board and Representative Assembly as prescribed.

**2. Expenses**

Submit individual expenses to the president as prescribed.

**3. Meetings**

Regularly attend meetings and participate in activities as prescribed by the chairperson.

4. The WEA president shall appoint at least one (1) member of the WEA Education Support Professional (ESP) to all appointed groups that have an impact on classified public school employees in the state of Washington. **(NBI 96-11)**

**G. APPOINTMENTS TO APPOINTED GROUPS**

Active, student (SWEA), retired (WEA-Retired), and staff members may participate on appointive bodies of WEA as determined by the president.

**H. SPI COMMITTEE APPOINTEES**

The following shall be guidelines for WEA representatives on SPI committees, task forces, or other appointed bodies.

**1. Attendance**

- a. Appointees shall attend all state committee meetings of which they are members.
- b. If an appointee is unable to attend a meeting, it shall be a responsibility to advise the WEA vice president or designee prior to the meeting.
- c. Absence from two (2) consecutive meetings shall be considered cause for review of WEA's representation with SPI.

**2. Committee Concerns**

- a. Appointees shall be apprised of WEA policy and positions in the area of the committee's concern by the WEA vice president or designee.
- b. Appointees shall contact the WEA vice president's office whenever any urgent or special concern arises where action appears imminent.

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**II. STAFF**

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**A. AFFIRMATIVE ACTION**

The WEA Board shall annually be provided an affirmative action report summarizing WEA's workplace activity, identification of problem areas, and underutilization of identified job groups. The affirmative action policy is as follows:

1. WEA is committed to affirmative action and equal-employment opportunity for all persons. WEA will aggressively attempt to recruit, hire, train, retain, and promote individuals in all job classifications based solely upon a bonafide occupational qualification and their job-related qualifications, ability, or potential ability to do the job. WEA shall not discriminate against any person because of race, creed, color, national origin, gender, sexual orientation, age, or the presence of any sensory, mental, or physical disability.

2. WEA will continue to study and revise its personnel policies, practices, and agreements that may tend to discriminate on the basis of race, creed, color, national origin, gender, sexual orientation, age, or the presence of any sensory, mental, or physical disability. WEA will make efforts to increase the staff profile of persons of color and women at all levels of employment where WEA utilization is less than the availability of minorities and women with requisite skills. WEA will attempt to do business with only those companies and/or businesses that are also equal-employment opportunity employers. WEA, in its written and pictorial communications, will be sensitive to the concerns of women and minorities in all illustrations and publications.
3. WEA will conform to all local, state, and federal laws and regulations, and actively assist affiliated local associations to comply with the Washington State Law Against Discrimination, RCW 49.60, and the associated rules and regulations; the Federal Civil Rights Act of 1964; Title VII as amended by the Equal Employment Act of 1967; Department of Labor, Title 41, Chapter 60; and the Equal Pay Act of 1963 as amended by the Education Amendments of 1972.
4. The WEA executive director and the designee shall administer and enforce the affirmative action responsibilities of WEA. Any other hiring or personnel actions delegated or authorized by the WEA executive director shall be in line with the purposes of this Affirmative Action Plan (AAP). The implementation of an AAP shall not create or cause any actions that will adversely affect the rights of existing WEA employees nor the rights of any applicants for employment with WEA.

## **B. EMPLOYMENT STATEMENT**

The following shall be guidelines for the Association concerning employment:

1. WEA shall utilize an equal-opportunity employment policy without regard to creed, gender, national origin, or race, at every job classification; and, further, an affirmative action program shall be instituted to correct underrepresentation of minorities and women.
2. Open all staff positions shall be publicized in WEA publications when practical.
3. Staff members shall not be reemployed after retirement to qualify for additional retirement benefits.
4. Management Contracts
  - a. At least three (3) months before the expiration of the manager's contract, the executive director, after consultation with the Executive Committee, shall recommend to the WEA Board the following actions:
    - (1) inform the manager of the intent to enter into a successor agreement; or
    - (2) inform the manager of the intent not to seek a successor agreement.
  - b. At least thirty (30) days before the expiration of a manager's contract, the executive director shall bring a successor agreement to the Board for action.
  - c. If no agreement can be reached, or is not desired, the executive director shall inform the Board regarding the timeline to fill the vacancy.

## **C. EXECUTIVE DIRECTOR**

### **1. Introduction**

The WEA executive director shall be the chief administrator and leader of the WEA staff. Guided by the stated mission, goals, and core values of WEA, the director's actions shall reflect the charges of the Representative Assembly, the WEA Board, and the advice of the president and the vice president.

The officers and the executive director shall at all times present a team effort in the interpretation and implementation of WEA policies and programs for the benefit of WEA membership.

The executive director's original and continued employment shall be subject to the control of the WEA Board.

The executive director and the WEA Board or their official representative(s) shall enter an employment agreement concerning working conditions.

The executive director's employment agreement and the working conditions therein, the job description, and any performance appraisal tool shall be developed by the official representative(s) of the WEA Board and the executive director for approval by the Board.

### **2. Job Description**



- a. Administer the internal affairs of the Association directly or through delegation to include but not be limited to:
  - (1) Employ, assign, supervise, and evaluate all staff.
  - (2) Implement and coordinate all programs, policies (including but not limited to affirmative action), and services as approved by the WEA Board (governance).
  - (3) Assign and supervise the utilization of all resources (human, financial, and material) to the various programs and services as designated.
  - (4) Monitor and report to the WEA Board progress being made toward achievement of the Association goals and objectives.
  - (5) Evaluate the impact on the membership and the public of the position, policies, programs, and activities of the Association.
  - (6) Consult with, advise, and assist the WEA Board and the Budget and Finance Committee in preparing the budget. **(A-BD-3/02)**
  - (7) Administer the budget and manage the business and financial affairs of the Association as determined by its governance units, including approving or disapproving all expenditures and preparing all financial reports.
  - (8) Serve as the chair of the WEA Center Directors and the WEA Management Team.
  - (9) Serve as the WEA-PAC secretary/treasurer.
- b. Serve as a consultant and advisor to the officers and governing bodies of the Association including but not limited to:
  - (1) Consult with and advise the WEA president, the WEA Board, the Executive Committee, the Budget and Finance Committee, and other appointed groups of the impact of policy decisions on the total operation and the effectiveness and image of the Association. **(A-BD-3/02)**
  - (2) Consult with and advise, either directly or by designation, the Association appointed groups of proposed policy position or program actions. This may be written reports, direct counsel, or both. **(A-BD-3/02)**
  - (3) Obtain the requisite information to enable the president and the WEA Board, including appointed groups, to reach decisions on matters of policy.
  - (4) Assign staff advisors to various policy and program appointed groups of the Association.
- c. Create and develop new concepts and programs for the Association.
  - (1) Bring recommendations to the Association governance and policy bodies relative to Association programs and services.
  - (2) Continually examine and explore methods and activities which improve the Association's impact and image which result in economies and efficiencies.
- d. Represent the Association on matters of established policy at the discretion of the WEA Board and the president.
- e. Perform such other duties as are appropriate to the position, as are necessary to the accomplishment of the purpose and objectives of the Association, and as are directed by the WEA Constitution and Bylaws, the Representative Assembly, and/or the WEA Board.

### **3. Officer/Executive Director Difference Resolution**

The following shall serve as guidelines for the resolution of differences between the officers and the executive director in the event that differences arise:

If differences arise between the president or vice president and the executive director concerning interpretation of policy which cannot be mutually resolved, the president shall make any interim decision until the matter can be taken to the WEA Executive Committee for final interpretation.

### **4. Executive Director Employment**

The following shall serve as guidelines for the employment of an executive director:

- a. The executive director's employment and job description shall be subject to the control of the WEA Board in accordance with the provisions of an employment agreement or contract approved by the WEA Board.
- b. The employment agreement may be renewed or extended by mutual agreement of the parties subject to the following procedures:
  - (1) At least six (6) months before the expiration date of the employment agreement, the president, after consultation with the Executive Committee, shall recommend to the WEA Board one of the following actions:
    - (a) inform the executive director of the intent to discuss a successor employment agreement; or
    - (b) inform the executive director of the intent not to seek a successor employment agreement.
  - (2) At least ninety (90) days before the expiration of the employment agreement, the president shall bring a successor agreement to the WEA Board for action.
  - (3) If no agreement can be reached or is not desired, the president shall submit to the WEA Board a recommendation for a search procedure to fill the vacancy.

**5. Annual Performance Appraisal of the Executive Director**

The Executive Committee shall conduct an annual performance appraisal of the executive director.

It is mutually understood and agreed by the executive director and the Association that such a performance appraisal is not a prerequisite for extension of termination of the employment agreement.

The following shall serve as a guideline for the process:

- a. The Executive Committee, after consultation with the executive director, shall submit a proposed instrument to the WEA Board for their approval.
- b. The Executive Committee shall conduct at least one (1) review with the executive director.
- c. The Executive Committee shall solicit and consider information from the WEA Board regarding the performance of the executive director during the review period.
- d. The Executive Committee shall submit a completed and signed performance appraisal to the WEA Board for their information.
- e. The completed and signed performance appraisal shall be placed in the executive director's personnel file and shall also be filed with the WEA president.

**D. HARASSMENT POLICY AND PROCEDURES (A-BD-9/17)**

The Washington Education Association is committed to providing an environment that is free from all forms of illegal harassment and discrimination, including sexual harassment. WEA employees, members, and leaders as well as local associations shall take affirmative steps to eliminate all illegal harassment and discrimination on the basis of ethnicity, gender, national origin, color, disability, religion, age, sexual orientation, or gender identity, or any other protected class under federal, state, or local law in all of its programs and activities. Furthermore, WEA encourages local associations to bargain appropriate contract language to protect the rights of employees as it relates to illegal workplace harassment and discrimination in the workplace.

1. WEA is an equal employment opportunity employer and shall not knowingly discriminate in any employment practice against a person on the basis of age, color, creed, disability, gender, marital status, national or ethnic origin, religion, sexual orientation, or gender identity or any other basis prohibited by law.
2. Illegal workplace harassment of or by WEA employees shall not be tolerated. All persons can seek employment to work in security and dignity and are not required to endure insulting, degrading, or exploitative treatment.
3. Discipline will be imposed on WEA employees, members, and leaders who illegally harass or discriminate against other WEA staff or members WEA represents. Discipline imposed against WEA members or leaders will be in accordance with Article 1, Section 4 of the WEA Bylaws.
4. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment (*quid pro quo*);

- b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual (*quid pro quo*); or
  - c. 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.
5. Sexual harassment for which employees, members and leaders may be reprimanded, suspended, demoted, or dismissed shall include but not be limited to the following:
    - a. repeated offensive or unwelcome sexual flirtations, advances, propositions; repeatedly asking someone for a date after it is clear the person is not interested;
    - b. continued or repeated verbal abuse of a sexual nature;
    - c. graphic verbal commentaries about an individual's body;
    - d. sexually degrading words used to describe an individual;
    - e. display in the workplace of sexually suggestive objects or pictures;
    - f. threats, demands, or suggestions that employment status is contingent upon the employee's toleration of or acquiescence to sexual advances;
    - g. leering; making sexual gestures;
    - h. suggestive or obscene letters, notes, emails, invitations; or other forms of communications
    - i. physical conduct such as unwelcome touching, assault, or impeding or blocking movement; or
    - j. retaliation against employees for complaining about the behaviors described above.
  6. Unwelcome behavior directed against another that occurs because of race, age, color, national origin, religion, sexual orientation, or gender identity is harassment. It may also be harassment if the conduct is sufficiently severe or pervasive that it creates an intimidating, hostile, or offensive work environment or interferes with the individual's work performance.
  7. WEA will not tolerate retaliation by manager, members, leaders, and employees against any person reporting incidents of harassment or for participating in an investigation of a harassment claim. Employees or persons associated with WEA who file complaints under paragraph 6 in bad faith shall be subject to disciplinary action, up to and including discharge.
  8. Persons who believe they, or any other person associated with WEA, have been subjected to illegal harassment or discrimination shall complain directly to any center director, to the human resources manager, or to the executive director.
  9. Upon receiving a complaint of alleged illegal harassment or discrimination, the person who receives the complaint shall promptly refer the matter to the human resources manager for investigation. If the human resources manager is the one accused of harassment, the matter shall be referred to the WEA general counsel.
  10. A prompt investigation shall be conducted upon receipt of any complaint under paragraph 7. Employees and others associated with WEA are expected to cooperate in any investigation. After the investigation is concluded, if the alleged harasser or discriminator is found to have engaged in illegal harassment or discrimination the person will, depending on the circumstances, be subject to appropriate disciplinary action, up to and including discharge for employees, and up to and including expulsion from membership for WEA members and leaders.
  11. Employees may file a grievance dealing with illegal harassment or discrimination in accordance with the Collective Bargaining Agreement between WEA and WEASO. The procedure set forth in paragraph 7 of this policy is in addition to the contractual grievance procedure. Filing a complaint under paragraph 7 does not constitute filing a grievance.
  12. All inquiries, complaints and investigations are treated confidentially. Information is revealed strictly on a need to know basis. The Human Resources Manager maintains all information in secure files pertaining to a harassment complaint or investigation. A copy of the investigation reports and final decision is included in the personnel file of the respondent employee only if the investigation concludes that the individual engaged in prohibited conduct. No record of a complaint is kept in a complainant's employee's personnel file, unless the investigation concludes that the complaint was reckless, frivolous, or vexatious.

## **E. LITIGATION FUND**

The purpose of this policy is to provide a separate fund for collection and disbursement of attorney fees awarded to WEA staff attorneys (by courts, arbitrators, hearing examiners, etc.) in order to comply with the requirements of the Rules for Lawyer Discipline.

### **1. Definitions**

- a. The "litigation fund" shall mean a separate financial account established to hold all attorney fee awards collected by WEA staff attorneys, and such fund shall be under the control of the general counsel.
- b. "Staff attorney" shall mean those attorneys who are employed by WEA and receive a salary from WEA.
- c. "Contract attorney" shall mean those attorneys who contract to work on WEA projects at an hourly rate of pay but who are independent contractors rather than WEA employees.
- d. "Network attorney" shall mean those attorneys who are independent contractors who exercise exclusive authority over specific WEA projects for an hourly rate of pay.

### **2. Creation of a WEA Litigation Fund**

- a. Therefore, WEA hereby establishes a separate fund for attorney fee awards received by staff attorneys. This fund shall be called the "WEA Litigation Fund."
- b. Disbursements from the WEA Litigation Fund shall be controlled by the WEA general counsel. However, disbursements shall be used for litigation and other legal expenses pursuant to the WEA Legal Defense Program.

### **3. Procedure**

#### **a. Obligations of Staff Attorneys**

- (1) It shall be the contractual obligation of every WEA staff attorney to release the total amount of any award of attorney fees into the WEA Litigation Fund.
- (2) These funds shall belong solely to the WEA Litigation Fund and shall not be considered a donation by the individual attorney involved.
- (3) All WEA staff attorneys must acknowledge this contractual obligation by signing an agreement to pass all attorney fees awards into the WEA Litigation Fund.

#### **b. Obligations of Contract Attorneys and Network Attorneys**

If contract attorneys or network attorneys receive an attorney fees award, such attorneys shall reimburse WEA for any costs incurred by WEA in the project undertaken by the contract or network attorney. Contract and network attorneys shall sign an agreement to reimburse WEA, upon receipt of an attorney fees award in a WEA-funded case, for costs and expenses assumed by WEA, which may include but are not limited to such specific expenses as filing fees, research assistance fees, paralegal support fees, tele facsimile transmittal costs, expert witness fees, and transportation costs. If such attorneys receive an attorney fee awarded in excess of the hourly rate paid by WEA, they may keep the difference between the rate awarded and the rate paid by WEA.

## **F. STAFF RETIREMENT PLAN RULES/REGULATIONS**

The WEA president shall provide guidelines concerning the Staff Retirement Plan.

## **G. STAFF 401(K) PLAN (BD-6/97)**

1. WEA and the Washington Education Association Staff Organization (WEASO) shall appoint three (3) individuals to serve as joint Trustees, Fiduciaries, and Administrators of the 401(k) Plan, to perform the duties and accept the responsibilities entrusted to persons serving in those capacities under the trust agreement for the 401(k) Plan, and to authorize and direct said trustees to execute such documents as may be necessary for the installation and continuance of the 401(k) Plan and any amendments needed to meet the requirements of the Internal Revenue Code and any law or regulation affecting the 401(k) Plan in the name of and on behalf of WEA.
2. Such monies that are allocated for and may be necessary to provide the 401(k) Plan benefits and to meet the expenses incurred in the administration thereof, by agreement between the Association and the WEASO, shall from time to time be paid out of the funds of WEA to the order of the Trustees of the 401(k) Plan until further action by the WEA Board.

3. The procedures for the election of officers and the conduct of trust meetings set forth in the trust agreement governing the WEA Staff Retirement Plan shall be incorporated into the trust agreement governing the 401(k) Plan.

## **H. WEA/WEA STAFF NEGOTIATIONS**

### **1. Introduction**

The purpose of WEA Board/Staff Negotiations is to establish and maintain equitable compensation and working conditions for the employees of WEA.

### **2. Procedure (A-BD-11/07, BD-7/14)**

- a. The WEA Negotiating Policy Committee will be comprised of ten (10) members from UniServ Councils and members of the WEA Executive Committee. The President will be responsible for appointing or removing members of the Negotiating Policy Committee.
- b. The WEA Board will provide guidance to the WEA Negotiating Policy Committee with respect to establishing negotiating parameters and shall be responsible for ratification of all agreements including MOU's that change, modify or add to the labor contract. Confidential informational copies of the tentative agreement will be made available to the WEA Board when ratification is to be considered.
- c. The WEA Negotiating Policy Committee shall be responsible for developing recommendations for changes to the labor contract, acting as an advisor to the WEA Board Negotiating Team, and establishing or modifying, as appropriate, negotiating parameters.
- d. The WEA Board Negotiating Team will consist of the Executive Director, who will act as the chief negotiator representing the WEA Board, one WEA Board member, one UniServ Council President and other management personnel. The Executive Director will apprise, on a regular basis, the Policy Committee and the WEA Board on the progress of the ongoing negotiations.

## **I. EQUITY AND DIVERSITY WORK TEAM (BD-6/17)**

WEA is committed to creating a workforce environment that fosters equity and diversity. Towards that end, WEA supports and endorses the continuation of an Equity and Diversity Work Team. The Work Team will consist of representatives from WEA Governance, WEASO and WEA Management.

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## **III. FISCAL MANAGEMENT**

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### **A. FINANCIAL & OPERATIONAL STANDARDS OF THE NATIONAL EDUCATION ASSOCIATION AND ITS AFFILIATES (A-BD-11/04)**

We, the governance and employees of the National Education Association and its Affiliates (the Association), acknowledge our special responsibility to ensure the integrity, honesty and reputation of the Association. We pledge our support to the members, students and communities we serve.

As leaders and employees, we are entrusted fiduciaries of the Association and the keepers of its voice. Members believe in us, support us and trust us with Association resources. We, the governance and employees of the Association, accept the responsibility to treat Association resources with the utmost of care and to adhere to the highest ethical standards. To that end, we acknowledge the principles that will guide us, the control activities we use to protect the resources entrusted to us, and our process to monitor those controls.

#### **1. Code of Ethical Conduct Policy (BD-2/13)**

In fulfillment of our obligation we commit to:

- a. Exercise appropriate fiduciary responsibilities over Association resources;
- b. Avoid or disclose actual or apparent conflicts of interest in accordance with the WEA Conflict of Interest Policy;
- c. Comply with rules and regulations of the Association and government agencies;
- d. Maintain confidentiality of information acquired in the course of our work;
- e. Provide Association members with information that is complete, accurate and appropriate;
- f. Not knowingly be party to any illegal activity or breach of fiduciary responsibility;

- g. Report violations of the Code in accordance with the Procedure for Addressing Potential Violations of the Code of Ethical Conduct or WEA Board Norms;
- h. Sign an acknowledgement statement each year that insures the WEA Board Member is aware of the Code of Ethical Conduct, the Board Norms and relevant procedures. The acknowledgement statement will affirm that he or she:
  - (1) Has received a copy of the Code of Ethical Conduct, the WEA Board Norms and the Procedure for Addressing Potential Violations of the Code of Ethical Conduct or Board Norms;
  - (2) Has read and understands the Code of Ethical Conduct, the Board Norms, and the Procedures for Addressing Potential Violations; and
  - (3) Has agreed to comply with the Code of Ethical Conduct, the Board Norms, and the Procedures for Addressing Potential Violations.

**2. Procedure for Addressing Potential Violations of the Code of Ethical Conduct or Board Norms (A-BD-2/13)**

**A. Informal Resolution Procedures**

For most perceived violations of the Code of Ethical Conduct and/or the Board Norms, the matter should be addressed through Board Member to Board Member discussion. If such discussion is unsuccessful in resolving the situation, the Board Member raising the concern may bring the concern to a designated Code of Conduct Liaison to assist the Board Members with a possible resolution.

If the allegation is of a serious nature, the Board Member may bring the allegation directly to a Code of Conduct Liaison.

The Code of Conduct Liaisons shall be appointed by the WEA President and shall be members of the WEA Board. The Code of Conduct Liaisons may consult with WEA Staff and other necessary individuals to help reach a resolution of the matter. The information shall be kept confidential unless the Code of Conduct Liaison believes the matter should be forwarded to the WEA Executive Committee.

**B. Formal Resolution Procedures**

In the event that the Code of Conduct Liaison cannot resolve the perceived violation, the Code of Conduct Liaison will forward the matter to the WEA Executive Committee. The Executive Committee will determine if the matter should be investigated, or if other action should be taken. If an investigation is necessary, the Executive Committee will request the General Counsel or designee to conduct an investigation.

After reviewing the findings of the investigation, the Executive Committee will determine if a hearing on the alleged violation is warranted, or if any other action should be taken.

The Executive Committee will notify the Board Member under review if it has decided to investigate the matter further or if it will not be taking any further action on the allegation.

**(1) Hearing Process**

If the Executive Committee determines a hearing on the alleged violation is necessary, it will contact the Board Member under review within thirty (30) days of its determination to arrange for a hearing before the Executive Committee. The hearing shall take place within sixty (60) days of notice to the Board Member under review, absent compelling circumstances. The Executive Committee will adopt procedures to ensure an orderly hearing and notify the Board Member under review of those procedures.

The Board Member under review will be afforded the opportunity to present documentary evidence and call witnesses. The Executive Committee may also present documentary evidence and call witnesses. The Board Member under review will be afforded the opportunity to respond to such evidence.

Within ten (10) days after the hearing, the Executive Committee shall provide the Board Member under review with a written decision regarding whether or not discipline is imposed and, if so, what discipline is imposed.

**(2) Potential Discipline**

The Executive Committee may impose discipline that suits the nature of the violation. Potential discipline can include, but is not limited to, individual admonishment, public admonishment communicated directly to the Association members represented by the disciplined Board Member, cessation of financial reimbursements by WEA for Board Member expenses, or exclusion of Board Member from WEA Board Executive Sessions.

Discipline will not be imposed until all procedures, including the appeals process if requested, are exhausted.

**(3) Appeal**

If the Board Member under review wishes to appeal any discipline proposed by the Executive Committee, the Board Member under review may request a hearing before the WEA Board of Directors to review the decision within ten (10) days after the receipt of the decision from the Executive Committee.

The hearing before the WEA Board may be held at the next regularly scheduled Board Meeting, if possible, and shall consist of a review of the record made in front of the WEA Executive Committee. The hearing shall be held in Executive Session.

There shall be no de novo appeal. This means the WEA Board may not hear testimony or admit evidence other than the record of the hearing before the WEA Executive Committee. However, the Board Member under review and a representative of the WEA Executive Committee will each be allowed to give a ten (10) minute statement regarding its relative positions.

The decision of the WEA Executive Committee shall be sustained unless the decision is inconsistent with the WEA Board Norms or the WEA Code of Ethical Conduct or is not supported by substantial evidence in the record. The decision of the WEA Board shall be final and binding. Within ten (10) days of such decision, the WEA Board shall provide written notice of its decision together with reasons upon which it was based to the Board Member under review.

**3. Conflict of Interest Policy (A-BD-9/07)**

**a. Purpose**

Staff, governance and board members of Washington Education Association (the "Association") have an obligation to carry out their Association responsibilities in a manner that is consistent with the stated purpose of the Association, and to take no action in the course of their involvement with the Association that could be detrimental to the Association's stated purpose. The purpose of this conflict of interest policy is to protect the Association's interests in dealings with staff, governance or board members in transactions or other situations that might adversely affect the Association. Definitions for terms used in this document are contained at the end of the document.

**b. Guidelines to Evaluate Conflicts and Potential Conflicts**

The types of conflicts which could confront the Association may include difficult and ambiguous issues. While not all-inclusive, the following situations are where conflicts might arise, or give the appearance of conflict. In order to help those involved with Association activities understand and evaluate actual and potential conflicts, as well as situations that give rise to the appearance of a conflict, it is required that the covered person involved with the conflict and the Association's Executive Committee answer the following questions. The Executive Committee, in reviewing whether to determine how to proceed with an actual or a perceived conflict, will use the answers to these questions in making their decision. If a particular scenario is not addressed, the Executive Committee may consult with the Association's legal counsel and/or its outside auditors, for assistance in analyzing relevant factors.

**(1) Hiring individuals who are close relatives of a covered person**

- (a) Is this job integral to the success of the Association?
- (b) Have all Association policies and procedures relevant to employment been followed?
- (c) Can this position be structured so that the covered person has no supervisory responsibilities with respect to the close relative without disrupting the Association's business practices?
- (d) Will the covered person play any role in the hiring process?
- (e) Does this close relative have a unique expertise such that the service cannot be obtained elsewhere?

- (f) What are the alternatives if the close relative is not employed by the Association?
  - (g) Has the Association weighed the benefits and risks of hiring the close relative?
  - (h) How will this appear in the eyes of the public when tested against the value of “integrity beyond reproach?”
- (2) Contracting for products or services with a covered person
- (a) Is this product or service integral to the success of the Association?
  - (b) Has the Association taken appropriate measures to ensure that the Association obtains the best market price for the product or services?
  - (c) Has the Association received independent verification of the quality of service or products being acquired or provided by the covered person?
  - (d) Will the management of the delivery of the service or product within the Association be done by someone other than the covered person or other than someone who is supervised by the covered person?
  - (e) How will this appear in the eyes of the public when tested against the value of “integrity beyond reproach”?
- (3) Other considerations
- (a) In evaluating conflict situations to determine an appropriate course of action, the Association will be guided by the following criteria and considerations:
    - i. compliance with the letter and the spirit of all applicable laws relevant to all parties to the transaction;
    - ii. adherence to Association policies and procedures;
    - iii. ability to act within the scope of the Association’s values, such as “integrity beyond reproach”;
    - iv. transparency;
    - v. financial or other benefit to the Association;
    - vi. nature and extent of risk to the Association;
    - vii. availability of other alternatives;
    - viii. ability to mitigate risks to the Association; and
    - ix. financial or other benefits to the covered person.
  - (b) Since outside interactions carry with them an increased potential for conflicts of interest, it is important to understand the following points:
    - i. many conflicts that are properly disclosed can be adequately managed without detriment to the reputation, integrity, or position of the Association and the covered person;
    - ii. in most cases, problems associated with actual or perceived conflicts of interest or commitment do not arise from the conflicts *per se*, but rather are the result of a failure to openly acknowledge and actively manage them;
    - iii. it is important to outline the process for identifying, assessing, and managing these potential conflicts to assure that both the integrity of the Association and the activities of its staff and board members are protected.
- c. Guidelines for Addressing Potential Conflicts of Interest
- Determination Procedures – The Executive Committee, in reviewing whether to proceed with investigating an actual or a perceived conflict, will request that a covered person involved in an actual or perceived conflict make a presentation at an Executive Committee meeting. After disclosure of the material facts and follow up discussions with the covered person, the Executive Committee will meet, without the inclusion of the covered person, to discuss and vote on whether a conflict of interest exists.
- (1) Resolution Procedures



- (a) If the Executive Committee determines that a conflict of interest exists, the covered person may make an additional presentation of the facts and circumstances regarding the actual or proposed transaction or arrangement to the Executive Committee.
  - (b) The President of the Executive Committee shall appoint an Executive Committee member to investigate alternatives to the actual or proposed transaction or arrangement.
  - (c) After exercising due diligence, the Executive Committee shall determine whether the conflict can be eliminated by the Association obtaining a comparable result for the transaction or arrangement with a person or entity that would not give rise to a conflict of interest.
  - (d) If a comparable transaction or arrangement is not reasonably attainable from a person or entity that would not give rise to a conflict of interest, the committee should review the situation utilizing the guidelines for evaluation as described in Provision 2 of this policy.
  - (e) Upon review of the situation, the Executive Committee shall determine by a two-thirds (2/3) majority vote whether the transaction or arrangement is in the Association's best interest and for its own benefit and whether the transaction is fair and reasonable to the Association. The covered person shall be excluded from any vote relating to the proceedings.
- (2) Procedures for Committee Identified Violations
- (a) If the Executive Committee becomes aware of an instance or has reasonable cause to believe that a covered person has failed to disclose actual or possible conflicts of interest, it shall inform the covered person of the basis for such belief and require the covered person to provide details of and explain the alleged conflict of interest and the related failure to disclose the conflict.
  - (b) Upon review of the situation and response by the covered person, the Executive Committee shall determine if further investigation is warranted given the circumstances. If upon further review of the situation, the Executive Committee determines that the covered person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- (3) Procedures for Documenting the Proceedings
- The minutes of the Executive Committee proceedings shall contain all relevant facts to the situation, including:
- (a) actions taken by the Executive Committee to determine whether a conflict of interest was present;
  - (b) the Executive Committee's determination as to whether a conflict of interest in fact existed;
  - (c) alternative transactions or arrangements presented to the committee;
  - (d) the content of the Executive Committee's discussion relating to the guidelines for evaluation as described in Provision 2 of this policy; and
  - (e) the outcome of the Executive Committee's vote.
- d. Disclose Responsibility
- In connection with any actual or perceived conflict of interest, or in consideration of any proposed arrangement or transaction, a covered person must disclose the existence and nature of his or her own conflict of interest and must disclose all material facts to the Executive Committee for consideration.
- e. Other Matters
- (1) Compensation Related Voting Abstentions
 

In order to prevent an actual or perceived conflict of interest, a voting member of the Executive Committee who receives compensation, directly or indirectly, from the Association is precluded from voting on matters pertaining to his or her compensation.
  - (2) Period Acknowledgement by Covered Person
    - (a) Each covered person shall sign an acknowledgement statement at intervals that insures the covered person is at all times aware of the policy. The acknowledgement statement will affirm that he or she:
      - i. has received a copy of the conflict of interest policy;

- ii. has read and understands the policy;
- iii. has agreed to comply with the policy; and
- iv. understands that the Association is a not-for-profit organization and that in order to maintain its federal tax exemption it must engage in activities that accomplish its tax-exempt purpose.

(b) All new employees and board members shall review the policy and complete the acknowledgement statement within 30 days of employment or board election.

f. Definitions

(1) Conflict of Interest:

A conflict of interest exists when a covered person (as defined below) proposes to act on any issue, matter, or transaction in which the Association has an interest, and the covered person may have an interest separate from the Association. A conflict of interest also exists in situations in which there is an appearance that a covered person is acting in his or her own interest rather than in the best interests of the Association, has the ability to exercise undue influence over Association decisions, or is receiving favorable treatment by the Association because of his or her status as a covered person.

(2) Covered Person:

A covered person refers to all staff, governance, Executive Committee members, Representative Council members, members of committees with board-delegated power, and, as defined below, close relatives.

(3) Close Relative:

Close relatives are a spouse, child (natural or adopted), parent and step-parent, in-laws (father, mother, brother and sister in-laws), grandchild, grandparent, brother or sister of a covered person, and any person with whom a covered person shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent upon the covered person.

(4) Related Organization:

“Organization” includes a corporation, partnership, trust, estate, joint venture, and unincorporated affiliation of any kind as well as public boards and commissions and not-for-profit organizations. A related organization is any organization in which a covered person directly or indirectly:

- (a) owns or controls 5% or more of any voting security; or
- (b) is a director, executive officer, executor, administrator, trustee, beneficiary, controlling partner, or otherwise serves in a fiduciary capacity or holds a substantial beneficial interest; or
- (c) has legal or de facto power to control the election of a majority of directors; or
- (d) has legal or de facto power to exercise a controlling influence over the organization’s management or policies.

**4. WEA Whistleblower Policy (A-BD-11/14)**

WEA officials are obligated to comply with all relevant legal requirements in carrying out their WEA responsibilities. A failure to meet this obligation – whether intentional or inadvertent – can have adverse consequences for the reputation and operation of WEA. The purpose of the Whistleblower Policy (“WB Policy”) is to establish a procedure by means of which any such failures (or suspected failures) can be brought to the attention of WEA, so that appropriate corrective action can be taken.

**I. Definitions**

As used in the WB Policy, the following terms have the meanings indicated:

- a. The term “misconduct” means an action taken by a WEA official in carrying out his or her WEA responsibilities that is in violation of a legal requirement.
- b. The term “WEA official” means a WEA President and Vice President, a member of the WEA Executive Committee, a member of the WEA Board of Directors, a member of a WEA Governance

Committee, an official also includes WEA Exempt Staff. The term does not mean bargaining unit staff of, or a consultant retrained by, WEA.

- c. The term “person” means a member of WEA, an employee of WEA (except as excluded under a collective bargaining agreement) or a WEA affiliate, or consultant or vendor who does or seeks to do business with WEA or a WEA affiliate, and any other representative of WEA or a WEA affiliate.
- d. The term “WB Officer” means the person who is responsible for the implementation of the WB Policy.
- e. The term “whistleblower” means a person who notifies the WB Officer of an action that he or she has reasonable cause to believe constitutes misconduct.

## **II. WB Officer**

The WEA General Counsel shall serve as the WB Officer, and shall in that capacity be responsible for the implementation of the WB Policy. The WB Officer shall monitor the implementation of the WB Policy, and make periodic reports regarding its implementation to the WEA Executive Committee. The WEA Executive Committee shall recommend to the WEA Board of Directors such modifications in the WB Policy as it may from time to time deem appropriate.

## **III. Notifying WEA of alleged misconduct**

- a. Any person who has reasonable cause to believe that a WEA official has engaged or is about to engage in misconduct, should notify the WB Officer in writing or alternatively as noted below. That person (the whistleblower) shall identify himself or herself in the notice to the WB Officer, but the WB Officer shall, if requested to do so by the whistleblower, treat the notice as anonymous and shall not, except in response to a legal mandate, reveal the whistleblower’s name. If the person (the whistleblower) chooses, the notice can be made anonymously through a hotline established by the WEA. If the WB Officer is unavailable, and the whistleblower believes that a delay in providing notification can have adverse consequences for WEA, he or she may notify the WEA CFO, who shall as soon as possible thereafter turn the matter over to the WB Officer.
- b. The WB Officer shall conduct an expeditious investigation of the alleged misconduct, and shall submit to the WEA Executive Committee a written opinion setting forth its conclusions as to whether the WEA official has engaged or is about to engage in misconduct, and if so, what should be done to correct the situation.
- c. After consulting with the WEA Executive Committee, the WB Officer shall arrange for such action to be taken as he or she deems appropriate to correct the situation.
- d. If the WB Officer concludes that any person has made an allegation of misconduct, or has participated in an investigation of alleged misconduct, in bad faith or without reasonable cause, the WB Officer, after consulting with the WEA Executive Committee, shall arrange for appropriate disciplinary action to be taken against that person.

## **IV. Protection of person who provides evidence of alleged misconduct**

- a. Except as otherwise provided in Section III (e) above, no person shall be subject to any form of direct or indirect retaliation by a WEA official, a WEA employee, or other WEA representative because he or she (1) is a whistleblower, (2) has participated in an investigation of alleged misconduct, or (3) has in good faith in any other way been involved in the implementation of the WB Policy.
- b. If any person believes that he or she has been subject to retaliation in violation of Section (a) above, that person shall report such retaliation to the WB Officer. The WB Officer shall investigate the matter, and if the WB Officer concludes that a WEA official, WEA employee, or other WEA representative has engaged in retaliation, the WB Officer, after consulting with the WEA Executive Committee, shall arrange for appropriate disciplinary action to be taken against said WEA official, WEA employee, or representative of WEA.

## **V. Miscellaneous**

- a. Nothing in the WB Policy shall be interpreted or applied to deprive any person of any right that he or she may have under the WEA governing documents, a contract with WEA, or a statute. To the extent that the WB Policy is inconsistent with any such right, the right in the WEA governing document, contract with WEA, or statute shall take precedence.
- b. Any person who believes that a WEA official has engaged or is about to engage in misconduct is encouraged to exhaust the WB Policy before attempting to deal with the matter in any other forum.
- c. All information and documents involved in the implementation of the WB Policy shall be treated as confidential, and the WB Officer shall make such information and documents available to others only

on an “as needed” basis. To the extent relevant, all privileges, including the attorney/client and attorney work product privileges, shall apply to information and documents involved in the implementation of the WB Policy.

- d. If a question arises as to whether the WB Officer has engaged, may be engaged, or is about to engage in misconduct, the matter shall be dealt with by the WEA CFO.

#### **VI. Effective date and amendment; distribution**

- a. The WB Policy shall become effective on the date that it is adopted by the WEA Board of Directors, and shall supersede all prior WEA policies dealing with the same subject. The Board of Directors may amend the WB Policy from time to time as it deems appropriate.
- b. The WB Policy shall be included in the WEA Policy Manual and shall be distributed to all WEA officials, all candidates for WEA office, and all persons who become members of WEA committees or are otherwise designated to present WEA. It will also be distributed to all WEA Exempt Staff.

#### **VII. Hotline**

The WEA has contracted with an outside firm called “The Network” to administer a “hotline” phone number to receive notice of misconduct. The number is **800-884-1257** and will be distributed to Council and Local Presidents. Persons should be encouraged to contact the WB Officer directly, but can use this number if they would prefer to do so.

### **5. Integrity of Internal Controls**

A strong Internal Control structure is fundamental to achieving Association goals. Internal Controls must be designed to provide reasonable assurances regarding the safeguarding of resources against mistakes, fraud or abuse, reliability of operating and financial information, continued commitment to compliance with Association policies, applicable laws and regulations, and the accuracy of our business activities and records. Internal Controls must be built on uncompromising integrity, good business judgment and a culture of good control practices.

In fulfillment of our obligation to maintain the highest standards of quality in financial reporting through business ethics and effective internal controls, we support:

- I. A control environment founded on ethical values and technical competence;
- II. The identification and analysis of relevant internal and external risks that can hinder the achievement of business and Association objectives;
- III. The implementation of control activities that mitigate each identified risk, with the appropriate focus on prevention, detection and correction;
- IV. The institution of fluid information pathways among management, employees and governance that capture, process and communicate relevant internal and external information in a timely manner;
- V. Systems of evaluation and assessment to monitor whether Internal Controls are adequate, effective and adaptive;
- VI. Adoption of formal internal control policies and procedures;
- VII. Documentation of systems of internal control procedures in a comprehensive manner as well as roles and responsibilities of governance and employees;
- VIII. Appropriately communicating with and educating governance and employees on their roles and responsibilities.

### **6. Responsibilities of the Audit Committee**

In the spirit of sound fiscal practices, we believe in the oversight of our financial systems. While Audit Committees are not a required element in the oversight of financial systems in not for profit organizations, they are recommended. Listed below is what is necessary if an Audit Committee is applicable to an Affiliate.

Audit Committees may be an existing governance body or a specially charged committee. Management has an important operational role working with vendors and auditors and should assist the Audit Committee, but the Committee must be independent of management, informed and trained to understand basic finances, the role of an auditor and their role to report and advise.

In fulfillment of our obligation to monitor, question, inform, improve and advise, and as those responsible for the fairness, thoroughness and accuracy of financial information, we support the institution of an audit committee that will:

- a. Report to our Board of Directors at least annually;
- b. Review and understand financial statements;
- c. Be responsible for the recommendation to the appropriate body of the appointment, compensation and presentation of the work of any public accounting firm performing audit services;
- d. Review any audit problems or difficulties, and recommend to the appropriate body resolution of disagreements between the independent auditor and management;
- e. Review the Management Letter provided by the independent auditor;
- f. Establish procedures for the receipt, retention and treatment of complaints received regarding internal controls and auditing;
- g. Request to engage independent counsel, independent financial experts or other advisors, as determined necessary to carry out its duties;
- h. Participate in training necessary to fulfill these duties.

## **B. ASSOCIATION EXPENSE GUIDELINES (A-BD-6/11)**

The following guidelines shall be used for reimbursement of expenses while on WEA business:

### **1. Reimbursement**

Reimbursement of expenses while on WEA business will be in accordance with the WEA Accounting procedures and guidelines for Governance vouchers as approved by the WEA Board as needed.

### **2. Meetings (A-BD-11/97)**

- a. Meetings must be planned and approved by the appropriate Center Director in advance. The WEA Meeting Planner or other staff person can help coordinate and arrange the best location and get the best possible group rates. Coordination of details should be done as early as possible so that the group can avoid conflicts in scheduling events.
- b. Last minute copying, food service orders, equipment rentals, etc. should be avoided for meeting in a facility other than the WEA building. An explanation must accompany any such charge.
- c. When possible, meetings should be scheduled to minimize release time for members.
- d. Members and participants must be advised of the penalty, if any, for being a "no show" at meetings.

### **3. Registration Fees**

Participants are expected to share in special event and conference costs. A reasonable registration fee may be part of conference planning for all Association governance groups.

### **4. Lodging (A-BD-11/97)**

- a. Conference coordinators must arrange and encourage participants to share rooms or return home for lodging, if practical. Participants unable to use rooms reserved for them should contact the WEA Conference Coordinator to cancel the room prior to the meeting date.
- b. Lodging shall be limited to the negotiated rate for WEA in the designated hotel.
- c. For group functions paid by WEA, the hotel will direct bill lodging and tax. Other expenses such as phone, food, and room service must be paid by the member at checkout.

### **5. Meals (A-BD-11/02)**

Per Diem for meals in excess of the IRS guidelines shall be determined by the WEA Board. Otherwise, reimbursement for meals shall be at the prevailing IRS rate.

### **6. Transportation**

Methods of transportation shall include the use of public transportation and personal automobiles.

- a. The WEA governance mileage reimbursement shall be at the maximum nontaxable amount allowed by the IRS.

- b. Individuals who travel for their own convenience by indirect route or interrupt travel by direct route, shall bear the additional costs associated with such travel.
- c. Reimbursement for auto mileage shall not exceed reasonable and customary airfare and related expenses.
- d. Carpooling is expected for most WEA meetings. Rental cars should only be used as a last resort. Prior request and approval of rental cars must be obtained from the Center Director with budgetary authority over the meeting expenses. An explanation must accompany the request.
- e. WEA travelers shall use the WEA corporate travel agency, and are encouraged to make airline reservations well in advance of scheduled meetings in order to take advantage of discount fares. WEA will not pay for substantial fees resulting from changing prior arrangements. Exceptions to this policy can only be made with approval from the WEA president's office. **(A-BD-05/92)**
- f.
  - 1. WEA will reimburse the airline fee for the first checked bag if required by the airline. WEA will also reimburse for an extra piece of luggage if attending a meeting that is at least one week in duration (including travel time).
  - 2. WEA does not reimburse for airline change fees, oversize or oversight luggage fees or excess luggage fees.
- g. All out-of-state travel requests must receive prior approval from the WEA president's office. Travel requests must also include a cost breakdown of expenses that are to be paid by outside funding, if any. Travel plans should be made in advance to take advantage of discount fares.

#### **7. Dependent Care**

In order to ensure that members and staff receive fair and equitable remuneration for safe and professional caregiver service, the rate of reimbursement will be adjusted annually based upon the state minimum wage. The maximum daily reimbursement will be eight hours times the current minimum wage for one and/or two dependents, 13 years of age or younger. Reimbursement for three or more dependents will be determined on a case-by-case basis by the executive director or designee for the term of the member's involvement. The daily maximum will be calculated each year when the state announces the minimum wage. A reimbursement form will be available to collect the necessary information for reimbursement. **(A-BD-3/01)**

#### **8. Vouchers**

Individual vouchers shall be subject to the following guidelines, the requirements approved by the WEA Board, and the instructions printed on the back of the voucher form.

- a. Vouchers must have receipts attached, such as registration fees, lodging, parking, postage, phone calls, materials/supplies, fax fees, cab fares, and awards/gifts. The only exception is for payment for a single individual meal (breakfast, lunch, dinner) and mileage. Receipts are required for meals when individuals other than the claimant are a part of the request for payment. Only members of WEA governance bodies may be included and their names must be indicated on the voucher and/or receipt.
- b. Vouchers shall be submitted within thirty (30) days of the earliest day on said voucher. Expenses that are submitted more than sixty (60) days after they are incurred shall not be honored. The WEA president or Executive Committee may grant individuals a one-time exception to this regulation under extraordinary circumstances. **(A-BD-07/02)**
- c. All expense reimbursement requests shall be submitted on the standard WEA Governance Expense Voucher form and must include the claimant's signature.

#### **9. Monitoring of Budgetary Responsibility**

- a. Periodic accounting of expenses should be available quarterly or when requested by the WEA president, the Budget and Finance Committee, or the WEA Executive Committee.
- b. Appointed group chairpersons shall work with center directors to determine expenses as needed.
- c. Program budgets are reviewed by and recommended by WEA Budget and Finance prior to final approval by the WEA Board.

#### **10. Internet Access Fees**

WEA shall reimburse WEA Board members up to twenty-five (\$25) dollars per month for internet access fees.

#### **11. Expense Evaluation**

It is expected that all governance groups will evaluate the need for receptions, awards, gifts, and miscellaneous expenses. Requests for such events or expenses should be directed to the WEA president's office prior to scheduling or incurring any such expense.

#### **12. Appeals**

Mitigating circumstances will be considered when applying these guidelines. Appeals may be made to the WEA Executive Committee.

### **C. BUDGETARY PRINCIPLES (A-BD-03/19)**

1. WEA shall seek input from different levels within the Association through the Budget and Finance Committee in developing a recommended annual budget for approval by the WEA Board at its summer meeting.
2. The budget shall include anticipated revenue projections for reasonable membership growth.
3. WEA shall maintain:
  - a. a minimum operational reserve for annual cash flow in the amount of twelve percent (12%) of annual expenditures, and
  - b. an additional amount of thirty percent (30%) in segregated board designated reserves for unforeseen events or emergencies. The reserve will be built up as current and anticipated conditions allow and the amount transferred will be determined annually. **(A-BD-4/10)**
  - c. Use of funds from the board designated reserve is subject to approval by the WEA Board. **(A-BD-4/10)**
4. The budget shall be based on the concepts of planned expenditures plus a one percent (1%) contingency.
5. The contingency of one percent (1%) shall be utilized for unexpected or unanticipated expenses during the Association year.
6. The preliminary budget, reported to the WEA Board, shall contain:
  - a. revenue projections for the following year;
  - b. current program requests;
  - c. known budget increases; and
  - d. approval of the WEA Budget and Finance Committee.
7. Annual operating surplus shall be transferred to the board designated reserve fund. The amount transferred will be finalized after the financial statement audit is completed. **(A-BD-03/19)**
8. Budget status will be reviewed by the Budget and Finance Committee/WEA Board at each meeting and will include explanation of the following:
  - a. Cost center line item expenditures with variances greater than 10% or \$25,000, whichever is greater;.
  - b. New revenue and budget transfers. **(A-BD-03/19)**
9. Directors and managers are responsible for not exceeding the overall budget for their cost centers. Budget transfers that will exceed the Board approved budget require approval of the WEA Budget and Finance Committee/WEA Board. Budget transfers within the approved budget:
  - a. For cost center line item variances of \$50,000 or more will be made with the approval of the WEA Budget and Finance committee/WEA Board;.
  - b. Under \$50,000 can be made to facilitate operations with the approval of the Executive Director. **(A-BD-03/19)**
10. Budget transfers should be made in advance when possible. The WEA Executive Director is the center director for Governance and Administration (GV). **(A-BD-03/19)**
11. A mid-year review with year-end projections will be presented to the WEA Budget and Finance committee/WEA Board to assess the status of the budget and to identify any anticipated problem areas. Budget adjustments can be made with approval by the WEA Budget and Finance Committee/WEA Board. **(A-BD-03/19)**

### **D. FINANCIAL DISCLOSURE**



No officer, WEA Board Director, and/or supervisory professional staff employee of WEA shall serve on any boards of directors and/or boards of trustees who has financial interest in excess of one percent (1%) in any private corporation, association, or other contractor which provides a contracted service for compensation to WEA.

Guidelines governing the financial disclosure of the above-named Association officers, directors, and/or employees shall be available from the office of the executive director.

## **E. GENERAL**

### **1. Bank Account Signature Authorization**

The executive director and the chief financial officer of WEA are authorized to sign on all bank accounts, to sign other official documents, and to execute loans on behalf of WEA.

- a. One (1) signature shall be required on checking accounts.
- b. Two (2) signatures shall be required on savings accounts.

### **2. Facsimile Signature Authorization**

Facsimile signatures of the executive director and the chief financial officer of WEA shall be authorized for use in signing official checks of WEA.

### **3. Annual Audit**

An annual audit of WEA financial records shall occur by an independent certified public accounting firm.

### **4. Blanket Bond**

The chief financial officer, other staff members, and WEA officials shall be covered by a blanket fidelity bond in a minimum amount of one million dollars (\$1,000,000).

### **5. Separate Bank Accounts**

Appointed groups are prohibited from establishing or maintaining separate bank accounts.

## **F. STATE DELEGATE REIMBURSEMENT FOR THE NEA REPRESENTATIVE ASSEMBLY**

The following shall serve as the guidelines concerning reimbursement of state delegates to the NEA Representative Assembly:

1. The amount of funding available each year for reimbursement of WEA state delegates (including WEA-Retired and SWEA delegates) to the NEA Representative Assembly shall be determined by the WEA Board. **(A-BD-11/97)**
2. The rate of reimbursement for each state delegate to the annual NEA Representative Assembly shall be equal including an additional one hundred dollars (\$100) to be used for incidental expenses. **(A-BD-3/94)**

WEA per diem allocations in excess of the IRS rate are considered taxable if you have received additional monies from WEA during the calendar year and have reached the six hundred dollar (\$600) IRS limit. Form 1099 will be sent to any delegate who is in this category. **(BD-11/97)**

3. Unless excused by the WEA president, a delegate's reimbursement may be proportionally reduced for lack of attendance at either state delegation meetings or NEA Representative Assembly business sessions. Appeals of any reduction of a delegate's reimbursement may be filed with the WEA president for final determination by the WEA Board. State delegates are required to attend all state caucus meetings and all NEA Representative Assembly business sessions from opening to conclusion. In addition, state delegates are expected to participate in the two NEA voting days through the NEA voting booth system. **(A-BD-9/01)**
4. Any state delegate, who is on the job at the time of the NEA Representative Assembly, shall have substitute costs reimbursed. **(BD-9/97)**
5. State delegates are required to utilize the designated state hotel block for housing. In addition, state delegates are expected to utilize the approved WEA travel agency for air travel needs (exception may be made for those driving to the location). **(BD-9/01)**

## **G. UNION GOODS/LABELS**

WEA shall purchase union goods and services and use union labels whenever feasible.

## **H. USE OF FEDERAL WAY FACILITY (A-BD-11/03)**



1. The Federal Way facility shall be available for use by all WEA members and affiliated associations of members on a no-charge basis. Use by non-members or groups not affiliated with members will be charged a fee for use of the facility based upon the actual costs incurred by the Association, including direct labor, materials and other operating costs and applicable overhead costs. There is a minimum charge of \$200 for the use of room 160, 167, 168, or 171. This minimum provides four hours of usage. Usage beyond four hours will be assessed a charge of \$50 per hour. Use of facility for private profit or commercial gain is prohibited unless specifically approved by the Executive Director or his/her designee.
2. The Association reserves the right to deny use to any applicant when the intended use or the principles, philosophy, or background of the user would be detrimental to the best interests of the Association.
3. An Association employee shall be present at all times when the facility is in use and the employee shall be responsible for closing and securing the facility after use. Other employees may be required for specific activities supporting the occupancy.
4. Keys to the facility shall not be issued to any individual or group for entering the facility. Doors shall be opened and closed by authorized employees at the times previously arranged during the application process. Exterior doors will not be propped open when visual monitoring of the door is not possible. Users should advise their attendees of the appropriate access and egress to the facility prior to the use.
5. Access to copiers and audiovisual equipment will not be permitted unless arranged for at the time of application for use of the facility.
6. Furniture or equipment shall not be removed from the rooms to which they belong except by authorized Association personnel and must be returned to the previous arrangement.
7. Prior approval shall be required before decorations or other materials may be applied to walls or floors. Users are required to remove, at their expense, materials, equipment, and furnishings left after their use of the facility.
8. Prior to leaving the facility, groups shall be responsible to clean up and put in order those areas used by them.
9. In the event of damage or loss to Association property, the user must accept the Association's estimate of repair/replacement and pay all costs within thirty (30) days. The Association is not responsible for personal property lost by users using the facility.
10. Smoking is not allowed inside the facility. Designated smoking areas are located outside the facility.
11. Alcoholic beverages are prohibited unless prior arrangements have been made at the time of reservation for the facility.
12. Food is limited to certain rooms and must be approved in advance.
13. All rooms must be vacated by 9:30 p.m. on weekdays to allow for cleaning.

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## **IV. STATE ORGANIZATION**

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### **A. AFFILIATE CHARTERS**

The following guidelines shall apply concerning affiliate charters.

1. To initiate affiliation a unit shall:
  - a. complete the charter application form; and
  - b. meet minimum standards as outlined in the WEA Bylaws.
2. In order to retain its charter the affiliated unit shall submit annual reports as requested.
3. In the event a unit is placed on probationary status, the president of WEA shall appoint a Probation Committee to supervise probation and assist the local.
4. Any or all correspondence, books, and records of the probationary units shall be delivered to the WEA Board upon written request.
5. Upon written request of the executive director of WEA, any member of a constituent unit may be asked to testify as to the facts regarding any official Association business or responsibilities.
6. Thirty (30) days after a unit has been placed on probationary status, and each ninety (90) days thereafter, a written report shall be made by the probationary unit to the WEA Board. The charter shall automatically

be revoked if recommendations of the committee supervising the probation have not been met within a period of one (1) year.

**B. AFFILIATE TRUSTEESHIP (RA-04)**

The rules that govern a trusteeship of an affiliate are found in the WEA Bylaws.

**C. ALTERNATIVE YEAR SCHEDULES**

WEA shall provide Association services to local affiliates that may be on alternative year schedules.

**D. ASSOCIATE ORGANIZATION STATUS**

The following procedures shall be used for the establishment of associate organization status:

1. Potential associate organizations shall be mailed a summary of the WEA's mission, goals, objectives, core values, and policies related to associate organizations' status by September 15.
2. Associations wishing to be a WEA-associated organization shall submit to WEA a copy of their goals and/or objectives along with the membership fee set by the WEA Board.
3. Associate organizations shall be governed by their members and shall not be organized primarily for profit.
4. Any organization not accepted shall be refunded the membership fee with a brief explanation of the reason for rejection.
5. Goals and objectives of associate organizations shall be reviewed by the WEA Board or Executive Committee and appropriate recommendations shall be made.
6. Any complaints or concerns brought to WEA about an associate organization shall be reviewed by the WEA Board or Executive Committee for recommendation.

**E. BALLOT MEASURE RECOMMENDATION PROCESS (BD-3/98)**

**1. WEA Board Decision Making Process**

For most ballot propositions there is enough advance notice to ensure that the Board of Directors can receive information at one meeting and take action at a subsequent meeting. This approach is desirable as it allows Board members to talk with members between meetings and fully review the proposition.

Circumstances, primarily legislative referendums, referendums to repeal legislation, or ballot title challenges, may occur when the Board will not be meeting within the desired time frame for decision making. Under these conditions, the Executive Committee shall act as the decision-making body and shall notify the Board of the action.

The Executive Committee shall be the decision-making body for decisions relating to campaign issues arising between Board meetings.

**2. Rescinding a Ballot Proposition Decision**

Circumstances may occur when it is in the interest of WEA for the Board to rescind its position on a ballot proposition.

**3. Information for Decision Making**

Text and analysis of the ballot proposition shall be provided. A number of factors shall be considered such as:

- a. the impact on the mission of the WEA;
- b. the impact on public education, members, and the organization;
- c. existing WEA and NEA policy and resolutions;
- d. the advantages and disadvantages of involvement;
- e. the political environment including involvement of allies and opposition; and
- f. viability of the ballot proposition campaign.

#### **4. Level of Support for a Ballot Proposition**

WEA has a number of options regarding the level of support needed to meet the interests of the organization. Generally, the greater the impact, the greater the organizational support.

Support can range from allowing the use of the WEA name as an endorser to placing significant financial and human resources into a campaign, including being part of the decision-making process of a campaign. It is not unusual for additional monetary requests to be received during a campaign in the last six weeks depending on the opposition.

Initial levels of support can be established at the time the Board of Directors takes action. Between Board meetings, the Executive Committee has the flexibility to take necessary action to increase or decrease support based on a campaign environment. To the extent possible, analysis of a ballot proposition shall include a support recommendation.

#### **5. Member Communication and Polling**

- a. As potential ballot propositions develop, existing communication devices such as the WEA web page, *Legislative Outlook*, and building mailing lists will be used to alert members whenever feasible. Information for local newsletters can be provided as issues intensify and are subject to greater public debate.
- b. As issues develop that may result in ballot propositions, WEA can include questions in its member polling to gain information on member opinion.

### **F. BARGAINING SUPPORT**

WEA staff shall deliver bargaining support services only to bargaining units, which include non-supervisory education employees.

### **G. BOUNDARY DISPUTE PROCESS (BD-10/13)**

The following procedure is intended to provide a process which will:

- A. Encourage UniServ Councils, themselves, to resolve boundary questions which may arise between them.
- B. Allow a Local Association to propose and pursue a transition of its affiliation from one UniServ Council to another existing UniServ Council.
- C. Provide for a final and binding resolution to boundary/affiliation disputes.

Nothing in this procedure establishes a process for a Local Association to pursue the creation of a new UniServ Council or a Direct Service Local. Pursuant to the WEA Constitution and Bylaws, the Council structure and affiliation of Local Associations within Councils is determined solely by the WEA Board of Directors.

Local Association or UniServ Council Bylaws that provide for a process by which a local association may disaffiliate from it are not controlling on the determination of the Council structure by the WEA Board of Directors.

This procedure only applies to affiliation of Local Associations with UniServ Councils. Local Association affiliation with the Washington Education Association is governed by the WEA Constitution and Bylaws.

#### **Requirements to Initiate the Process:**

1. A Local Association that desires to disaffiliate from its existing UniServ Council and re-affiliate with a different UniServ Council must show it has the affirmative vote of 50% plus one member of all the members of the Local Association voting in a fairly run, democratic election.
2. A Local Association who has the requisite vote of its membership to proceed with a request to re-affiliate with a different UniServ Council must give notice to WEA and its existing UniServ Council of its membership vote by October 1<sup>st</sup>.
3. In the event there are questions regarding the fairness of the election, the WEA Executive Committee will gather information and make a determination if the election was conducted in a fair and democratic manner. If the Executive Committee determines the election was not conducted appropriately and that the deficiencies could have affected the outcome of the election, the WEA Executive Committee will deem that this process has not been triggered and no further consideration will be given to the request.

#### **Required Informal Resolution Process:**

1. The Local Association and the UniServ Council that the Local Association desires to disaffiliate from must engage in an informal process for a possible resolution to the matter. This process should occur between October and December.
2. The parties may agree to use an existing resolution policy adopted by the UniServ Council, an outside mediator, WEA staff support or another process it determines will lead to a possible resolution. The affected parties are required to report on their status and/or any potential resolution reached by the parties to the WEA Executive Committee no later than the end of January.
3. By the end of February, the WEA Executive Committee will make a determination of whether or not all the parties engaged in a good faith effort to reach resolution informally and/or will consider any proposed resolution by the parties reached through informal means.
4. If needed, the WEA Executive Committee will solicit information from the affected parties in order to make a determination of good faith effort and will forward its recommendation regarding the good faith effort of the parties to the WEA Board for action.
5. After considering the Executive Committee's recommendation, if the WEA Board makes a determination that one or both of the parties have not made a good faith effort to informally resolve the dispute,
  - a. The Board will direct the parties to make further efforts to attempt to resolve the matter by a date specific, or
  - b. The Board will make the determination that the uncooperative party will not be allowed to participate in the rest of the process.
6. In the event that one or both parties request an extension of the timelines imposed by this policy or otherwise established by the WEA Board, the parties must get approval from the WEA Executive Committee.

**Final Determination by the Board:**

1. Following the Informal Resolution Process, the WEA Board will make a determination if:
  - a. The parties need more time to consider options and possibly reach an agreed upon resolution. If the Board decides to exercise this option, the process will continue into the next fiscal year.
  - b. The parties have reached an agreed upon resolution, the Executive Committee will analyze the proposed resolution and make a recommendation to the WEA Board to either accept, reject or modify the proposed resolution.
  - c. The parties are at impasse, the Executive Committee will make a recommendation to the WEA Board for a final resolution to the dispute.
2. The WEA Executive Committee and Board will consider the following factors in making its decisions:
  - a. Budgets and financial and organizing plans to support the change in Council affiliation.
  - b. Input from the new, accepting Council – i.e. New Council must be supportive of the change.
  - c. Local Association must pay Council dues for one year to old Council and also pay Council dues to the new Council.
  - d. Impact of the change of affiliation on member services. The Local Association must present a plan that shows it can deliver on organizational goals and priorities.
  - e. Impact of geographic configurations – but contiguous boundaries are not a requirement.
  - f. The change of affiliation must be cost neutral to the WEA in the short term and long term.
  - g. The change of affiliation must make the organization as a whole stronger.
3. In the event the WEA Board determines that a change in UniServ Council affiliation is warranted, the WEA Board must make a decision by June in order for changes to be implemented in September of the next year.
4. In the event the parties are making progress towards resolution, the parties may ask the WEA Board to continue the process into the next year.
5. If the Local Association's request to re-affiliate with a new UniServ Council is rejected by the WEA Board, the Local Association may re-initiate the process the following year by the October 1<sup>st</sup> deadline ONLY IF the Local Association shows a change in circumstances that would warrant a reassessment of its request.

## **H. COORDINATED BARGAINING INVOLVING MULTIPLE SCHOOL DISTRICTS (A-BD-07/07)**

### **1. Structure for Coordinated Bargaining**

All forms of coordinated bargaining require a structure in which to operate. For uniformity sake, this policy will refer to these structures as Coordinated Bargaining Clusters (CBC's). This policy shall only refer to CBC's that involve bargaining units from two or more school districts, and is not intended to refer to single agent bargaining for multiple bargaining units in one district or to coalition bargaining arrangements made between multiple bargaining agents in a single district. The latter approaches are supported and encouraged; they are simply not addressed in this particular WEA policy.

### **2. Local Unit Participation in CBCs**

It is the expectation of the Washington Education Association that all local Associations, those with open or closed contracts, will participate in a CBC each year.

In furtherance of this expectation WEA will support and encourage all staff and governance leaders at all levels of WEA to utilize the power and leadership that comes with their positions to promote the use of coordinated bargaining throughout the state.

### **3. Formation of CBCs**

CBC's should be composed of bargaining units whose contracts or contract settlements can impact each other. CBC's may be formed on any additional basis so long as consistent with the about criterion. To encourage the formation of CBCs, WEA from time to time may suggest to local staff and governance leaders what might be appropriate CBC's. CBC's may be formed within a UniServ council or cross User councils. Should WEA in the future implement a regional structure involving multiple UniServ councils in each region, the representatives in each of those regions shall give serious consideration to means of promoting coordinated bargaining within the region.

### **4. Operating Guidelines for CBCs**

CBC's are expected to develop written operating guidelines, including, but not necessarily limited to:

- a. How is each bargaining unit to be represented?
- b. What is the decision-making process?
- c. How are meetings to be called?
- d. How are agendas determined?
- e. Who facilitates the meeting discussions?
- f. How does the DBD encourage/require regular attendance and participation?
- g. What are each bargaining unit's commitments to decisions made by the CBC?

### **5. Levels of Coordinated Bargaining**

CBC's will include the following activities for their participating bargaining units (not an exhaustive list): share research and other information; share expertise; set common bargaining goals; establish timelines as appropriate; select common proposals and perhaps common language; discuss tactics and strategies; and set minimum settlement standards.

Within three years of initial WEA Board action on this policy, CBC's will use a disciplined pattern bargaining approach to its coordination efforts. Disciplined pattern bargaining means that each CBC will attempt to establish favorable settlement patterns by holding each participating bargaining unit accountable for the common good through a process determined by the CBC itself.

It is WEA's immediate expectation that all CBC's will require a commitment to be made by each local participating in the cluster that before entering into any less than favorable contract settlement, they will be required to report to their CBC to allow discussion of the impact of such settlement on other locals.

### **6. CBC's Commitments to WEA**

- a. From time to time, WEA may set statewide bargaining goals. When such goals are established, each CBC shall discuss those goals and will approve them as their own for any particular round of bargaining.
- b. CBC's will report bargaining progress and settlement information to the WEA Advocacy Center, Research and Bargaining, in a timely manner.

## **7. WEA Commitment of Resources**

Coordinated bargaining will be significantly supported by WEA through its budgeting and staffing processes. WEA's commitment of resources assumes resource commitments from participating UniServ councils and/or local units as well. WEA's allocation of such assistance shall be dependent upon a CBC's evidence of compliance with paragraphs I, IV, V (third paragraph) and VI of this policy on coordinated bargaining.

## **I. BENEFIT SERVICES**

### **1. Insurance Rate Increases**

- a. Premium rate increases to be implemented on a blanket basis for WEA-controlled group insurance contracts shall require review by the WEA Board upon recommendations of the Benefit Services Advisory Board.
- b. The request for consideration of a blanket rate increase shall be presented to the Benefit Services Advisory Board at least one (1) meeting prior to the meeting at which the item is considered. This rule may be modified upon approval of a two-thirds (2/3) majority of the Advisory Board. The Advisory Board shall also notify the WEA Board of the impending increase.
- c. A request for blanket rate increase shall be presented in writing by the carrier or the insurance consultant. Supportive data shall be provided indicating the cost of incurred claims, administrative expenses, and other relevant cost items. Alternatives may also be presented by the company or insurance consultant.
- d. The Advisory Board shall review the request giving consideration to the alternatives to the request such as delaying the increase, modifying benefits, or changing the carrier. The vote to increase rates or alternative motions shall be taken only after adequate discussion by all Advisory Board members. WEA members may appear before the Advisory Board to provide additional input regarding the rate increase.
- e. The recommendations of the Advisory Board, together with supportive materials, shall be sent to the WEA Board.

### **2. Deferred Compensation Plans**

WEA opposes nonqualified deferred compensation plans.

### **3. Benefit Services Policy Guidelines**

- a. WEA Benefit Services shall offer only those programs, which provide the best combination of benefits, service, price, and convenience on a statewide basis with the exception of pilot programs initiated by WEA on a regional basis and subject to annual review.
- b. WEA Benefit Services programs should be designed to provide maximum benefits to the participants reserving funds only to:
  - (1) provide adequate service;
  - (2) pay direct and indirect administrative costs incurred by WEA; and
  - (3) undertake research and development of new programs.
- c. WEA Benefit Services programs should require participants to hold and maintain membership to the extent that it is available to them subject to legal limitations.
- d. WEA Benefit Services programs shall be controlled by WEA in written contracts with the agency providing service. These contracts should provide that:
  - (1) a process exists by which a participant may appeal a service grievance through WEA where allowable;
  - (2) company representatives shall not use this program as an "entree" to sell nonsponsored services to members;
  - (3) company representatives shall not promote and sell non-WEA programs to members that are in direct competition with WEA programs; and
  - (4) eligibility requirements shall be established.
- e. WEA Benefit Services programs shall be selected by written bids and operated prudently with attention to stability, reliability, service, and high standards of ethics.

- f. WEA Benefit Services programs shall be evaluated regularly to determine their need, effectiveness, and service to members.
- g. WEA Benefit Services shall work cooperatively with NEA and local affiliates to provide members with the best programs available.
- h. WEA Benefit Services shall provide product and consumer information to members through Association publications, workshops, and meetings.
- i. WEA Benefit Services shall oppose the endorsement of cancer and/or dread disease insurance that only covers a specific illness or condition, but may endorse broader forms of coverage for critical illness such as the NEA Critical Illness Insurance Program. **(A-BD-03/02)**

**4. Benefit Services Claim Review Procedures (A-BD-6/97)**

The claim review procedure is available to any participant covered by a WEA insurance plan in which WEA has a contractual right to override the decision of the carrier. For a claim to be reviewed, services must have been rendered and the claim processed by the carrier.

**Step I—Carrier Review**

Before requesting a claim review by WEA, the participant should attempt to resolve the claim directly with the carrier or with the assistance of WEA Benefit Services staff or the WEA consultant (Aon Consulting). If the claim cannot be resolved, a participant may then request a formal review.

**Step II—Benefit Services Advisory Board Claim Review**

- a. A participant may request a WEA Claim Review Form from WEA Benefit Services staff or Aon Consulting. The completed form, along with any material supporting the participant's position should be returned to:

<p><b>WEA Benefit Services Department</b> <b>P.O. Box 9100</b> <b>Federal Way, WA 98063-9100</b></p>	<p><b>-or-</b></p>	<p><b>AON Consulting</b> <b>Park Place, Suite 2000</b> <b>1200 Sixth Avenue</b> <b>Seattle, WA 98101-1128</b></p>
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- b. The request for a review must be initiated in writing to WEA Benefit Services staff or Aon Consulting within six (6) months of the initial denial by the carrier.
- c. A claim review may be based on one or more of the following guidelines:
  - (1) The contract language is unclear, ambiguous, or subject to interpretation.
  - (2) There are extenuating circumstances involved in the disputed claim.
  - (3) The claim was not processed pursuant to guidelines outlined in the plan booklet.
- d. Once a formal claim review has been requested, WEA Benefit Services staff and other consultants to the Advisory Board shall facilitate the Claim Review Procedures but will not represent either party of the disputed claim. Within ten (10) days of the receipt of the request, the consultant shall assign a claim review number and notify the claimant in writing of receipt of the claim review request and the Advisory Board meeting date.
- e. A claim review request must be received at least thirty (30) days prior to the Advisory Board meeting, and all supporting information must be received at least twenty-one (21) days prior to the Advisory Board meeting at which the hearing will be held. In the event that the claimant cannot meet this deadline, the claimant may request a postponement of the appeal to the next regularly scheduled meeting. If the claimant chooses not to postpone, the claim may not be reappealed based on the unavailability of the claimant's information at the initial review.
- f. Procedure at Benefit Services Advisory Board:
  - (1) Prior to the Advisory Board meeting, the consultant will prepare a summary of the claim review including the major issues, the amount in dispute, the claimant's position, and the carrier's position. A copy of the summary and all relevant letters and supporting materials from both the claimant and the carrier shall, whenever possible, be mailed to Advisory Board members and the claimant at least ten (10) days prior to the scheduled Advisory Board meeting. Once the initial hearing materials have been mailed by the consultant, the claimant or the carrier may not submit any additional written materials unless:

- (a) they are relevant and necessary to rebut a contention raised for the first time in the other party's materials; and
  - (b) they are received by the consultant at least five (5) days prior to the Advisory Board meeting.
- (2) The claimant, the claimant's representative(s), and supporting witnesses may attend the Advisory Board meeting to present the claimant's position.
- (3) The carrier may be represented at the Advisory Board meeting.
- (4) The hearing procedure shall be as follows:
  - (a) No parties will be allowed at the hearing except those directly involved with the claim and the Advisory Board's consultant.
  - (b) The proceedings shall be recorded.
  - (c) WEA Benefit Services staff or the WEA consultant will present a summary of the claim and the issues.
  - (d) If present, the claimant and/or the claimant's representative shall be given an opportunity to present the claimant's position along with supporting witness(es). The carrier's representative(s) may present the position of the carrier. Advisory Board members may ask questions of either party or the WEA consultants. Arguments or positions shall be directed to the chairperson.

If the claimant is unable to attend the meeting, the claimant may postpone the appeal to a future Advisory Board meeting that is convenient for the claimant. However, if the claimant chooses not to attend the meeting, the claim may not be reappealed simply to present it in person.
  - (e) If either party is not present, the WEA consultant shall present the position of the absent parties.
  - (f) After both positions have been presented, and questions have been answered, the matter shall be deemed submitted.
- (5) Advisory Board Deliberations:
  - (a) Deliberations shall be held in executive session. Claimant and carrier representatives shall not attend.
  - (b) The Advisory Board may uphold the claimant, uphold the carrier, request further information, or request the carrier to pay all, some, or none of the claim.
  - (c) A majority vote of Advisory Board members present shall be required to render a decision.
- (6) Notification: Within thirty (30) days of the hearing, WEA Benefit Services staff shall report the decision to the claimant by certified mail/return receipt, provided, however, that the thirty-day deadline may be postponed fifteen (15) days for good cause, if the claimant is notified of the delay within the initial thirty-day period.

### **Step III—Arbitration**

- a. If the claimant is dissatisfied with the written decision of the Advisory Board, the claimant shall have the right to request the appointment of an impartial arbitrator to review the matter. Such request must be filed, in writing, with WEA Benefit Services staff within thirty (30) days of receipt of the written decision.
- b. The question for the arbitrator shall be whether:
  - (1) the Advisory Board was in error upon any issue of law;
  - (2) the Advisory Board acted arbitrarily or capriciously in the exercise of their discretion; or
  - (3) the Advisory Board's findings of fact were supported by substantial evidence.
    - (a) Upon receipt of request for arbitration, WEA Benefit Services staff shall request an arbitrator be appointed by the American Arbitration Association (AAA). The arbitration shall be conducted pursuant to AAA's Labor Arbitration Rules. The expenses of arbitration shall be borne equally by the claimant (applicant) and the carrier (plan).



- (b) The Procedure specified herein shall be the sole and exclusive Procedure available to a Participant, former Participant, or Beneficiary who is dissatisfied with a determination or benefit award, or is otherwise adversely affected by any action of the Advisory Board.
- (c) The Advisory Board shall have the power to interpret and apply or waive any provision of this Procedure. The WEA Board shall have the power to amend this Procedure.

**5. WEA Job Line (BD-11/97)**

The WEA Job Line is a year-round internet service providing a listing of job openings in Washington State school districts for teachers, administrators, classified staff, and higher education employees. The listings are collected and posted through WEA. Please contact the school districts directly for applications, interviews, and information pertaining to open positions. The Job Line is accessed through the internet on WEA's home page, <https://www.washingtonea.org/membership/job-opportunities/>.

- 6.** As an affiliate of the NEA, the WEA will honor the agreement with NEA Member Benefits by endorsing only the products and benefits that are outlined in the NEA Members Benefits program. **(A-BD-6/17)**

**7. Consumer Installment Payment Interest (BD-12/94)**

WEA supports interest rate caps on consumer installment payment plans.

**8. Criminal Cases Policy (BD-6/89)**

WEA shall provide up to \$5,000 per case for a member charged and subsequently found not guilty of a criminal charge(s). The \$5,000 will be for attorney fees only, which exceed the \$25,000 per case provided through the Educators Employment Liability (EEL) Plan.

WEA will continue to pursue the viability of purchasing stop-loss insurance to provide coverage for attorney fees in criminal cases, which exceed the \$25,000 coverage provided through EEL.

**9. State of Washington Deferred Compensation Program (BD-9/03)**

WEA endorses the State of Washington Deferred Compensation Program and acknowledges that at this time, full compliance with the benefit services guidelines for this endorsement are not met.

**J. CAUCUSES**

- 1. WEA may recognize caucuses which meet the following minimum standards:
  - a. The caucus shall have common interest with the Association.
  - b. The caucus shall be a self-governing organization with governance documents compatible with those of WEA.
  - c. Membership eligibility shall be determined by the caucus provided that at least seventy-five percent (75%) are active WEA members.
  - d. The caucus shall be funded independently of WEA; however, financial assistance for special projects may be approved by the WEA Board.
  - e. The caucus shall, upon request, file with the WEA Board an annual report and any other information as may be requested.
- 2. The chair of each officially recognized caucus shall be made aware of any WEA/NEA special activities, conferences, training sessions, or other activities which may pertain to their caucus.

**K. COLLECTIVE BARGAINING**

- 1. WEA supports collective bargaining for all public employees.
- 2. Although Washington State Law provides for collective bargaining rights for teachers, classified, and community college and higher ed faculty, WEA continues to support the right to bargain collectively for all public employees.

**L. COMMUNICATIONS/PUBLICATIONS**

**1. Advertising (A-BD-11/97)**

- a. Acceptance of advertising shall be contingent upon the reputability of the advertiser or the quality of the product or service as determined by WEA editorial staff.
- b. Acceptance of advertising shall be contingent upon U.S. Postal Service regulations ensuring the most economical postage rates.

- c. WE shall accept a limited number of ads in each issue. The number of ads accepted for each issue shall be determined by the editor.
- d. All advertising must be received by the editor on or before the established deadlines. Ads received after the established deadlines will not be printed.
- e. WE shall accept ads from all legitimate companies whose products or services are not in direct competition with WEA-endorsed companies or services. (BD-12/87) The newspaper will run a standard disclaimer in every issue stating, "Advertisement in this newspaper should not be construed as official Association endorsement of the firm's product or service."
- f. Any advertisement deemed inappropriate by the editor shall not be printed.

## **2. Political Advertising**

- a. All political advertising shall contain the wording, "This is a paid political advertisement paid for by \_\_\_\_\_."
- b. Any political ad which contains a personal endorsement either as a quoted statement or the use of an individual's name shall have written authorization on file at WEA prior to publication.
- c. All advertising of WEA-endorsed programs and services shall include the WEA logo to designate such endorsement.

## **3. WEA Policy Manual (A-BD-11/97)**

- a. The *WEA Policy Manual* may be reorganized or rearranged as the WEA president or his/her designee determines.
- b. Board policies may be changed by the WEA Board.
- c. The WEA Policy Manual may be amended by a majority vote of the WEA Board.
- d. Representative Assembly policies that are changed shall be reported to the Representative Assembly.
- e. The *WEA Policy Manual* shall include all WEA Board policies.

## **4. Document Identification**

All WEA documents shall be dated and titled according to current status and source.

## **M. COUNCIL AND LOCAL AFFILIATION FINANCIAL PRACTICES (BD-04/19)**

WEA has an interest in insuring that all affiliated council and local associations are following proper accounting practices and procedures. In order to meet the minimum criteria necessary for affiliation with the WEA, all council and local associations with more than 750 members are required to have an annual financial statement audit performed by a Certified Public Accountant (CPA). Those locals between 300 and 749 members OR more than \$50,000 in annual expenditures in the previous fiscal year must either have an audit or compilation report of their financial records performed by a CPA. Local associations with fewer than 300 members should have their financial records reviewed by an accountant or knowledgeable independent person not currently a member of that local or on the Executive Board.

## **N. CRISIS FUNDING**

WEA shall provide financial assistance to a local affiliate or its members involved in crisis situations.

A copy of the guidelines which encompass the necessary steps for a local affiliate and WEA in responding to the needs of the local affiliate and its members in crisis situations shall be available in the WEA Advocacy Center.

## **O. CRISIS FUND: INDIVIDUAL MEMBER (BD-10/86)**

### **1. Benefits**

- a. The individual member crisis amount shall be a maximum of \$50.00 per day of lost wages. Limitation for usage of funds shall be contingent upon availability of funds with a maximum of \$500.00 per month.
- b. In the event the bargaining settlement provides for make-up days and/or restoration of lost wages, the bargaining unit member receiving money from the Individual Member Crisis Fund shall repay that amount of money to WEA within ninety (90) days.

- c. The bargaining unit member may apply for benefits from the individual member crisis fund on the tenth (10th) day following the first day of the job action. Bargaining unit members may receive payment of benefits the first day following the first regular pay date in which there is a loss of wages resulting from the job action. The time periods may be waived for unusual and or extenuating circumstances.

## **2. Eligibility for Application**

- a. A bargaining unit member must be an active WEA member.
- b. A bargaining unit member must participate in strike activities approved by the local affiliate crisis team, such as picket line duty, phoning, literature distribution, child care, bargaining, association committee work, house-to-house canvassing, community activities, or other assistance needed by the crisis team. The bargaining unit member is responsible for seeking approved activities in which to participate.
- c. An actual loss of wages of the bargaining unit member occurs with no opportunity to make up those lost wages.
- d. The use of the Individual Member Crisis Fund shall be for emergency needs only. If financial assistance is for reasons other than immediate emergency situations, the bargaining unit member shall utilize the "Member Loan Program."
- e. The bargaining unit member must adhere to the policies established by the local affiliate to address the current situation.

## **3. Procedures**

- a. The bargaining unit member:
  - (1) requests the Individual Member Crisis Fund application form from their local president; and
  - (2) submits the completed form to the assigned crisis coordinator or designee.
- b. The local affiliate president:
  - (1) certifies that the bargaining unit member has met the eligibility for application requirements; and
  - (2) fulfills the local affiliate responsibilities outlined in Section 4 following.
- c. The crisis coordinator:
  - (1) meets with the applicant in order to determine the final disposition regarding the utilization of the crisis fund when the applicant has fulfilled the eligibility requirements established by the local affiliate;
  - (2) presents the approved application for funds to the WEA executive director or designee; and
  - (3) processes approved funds expeditiously.

## **4. Local Affiliate Responsibilities**

- a. The local affiliate crisis team must certify that the bargaining unit member making application has participated in some approved activity.
- b. The local affiliate must show evidence that all local crisis funds earmarked for financial assistance to individual members during the current crisis situation have been expended.
- c. The local affiliate must show evidence that all external crisis contributions made to the local to assist members in financial need have been expended.

## **5. WEA Responsibilities**

- a. The approved application shall be submitted to the executive director or designee for final determination and processed by the WEA UniServ Manager and the WEA Advocacy Center Director.
- b. If the request for individual member crisis funds is denied, the applicant shall have the right, through the local affiliate president, to appeal such denial to the WEA Executive Committee.
- c. All applications for funds and/or appeals shall be handled expeditiously.

## **P. E-MAIL ACCESS (BD-11/99)**

WEA approves that NEA shall be able to store collected member home e-mail addresses in the Individual and Affiliate System adhering to the "Policy to Guide NEA and State Affiliate Use of NEA Cyber-Lobbyist E-Mail Lists."

**Q. E-MAIL COMMUNICATIONS (BD-01/19)**

1. WEA, in an effort to provide secure communication access for Local Presidents, Council Presidents and WEA Board Members, will provide a WEA email address that will be operational during the individual's term of office.
  - a. All communications by email with the Association will take place through this email system to ensure security for all users. This will enable users to avoid inadvertently sending WEA information to outdated or insecure email addresses or to school email addresses.
  - b. All communication from the WEA will be sent only to those email addresses and those with WEA email addresses shall only use that email address to communicate with the WEA.
2. Because communicating via school district email addresses or personal email addresses opens up Association business to potential public disclosure and District surveillance, WEA recommends that WEA email addresses are only to be used for all Association business, including communication with members about State, Council and Local Association issues.

**R. LOCAL AFFILIATE DUES/ASSESSMENTS (A-BD-10/13)**

**1. Efficient Dues Collection Process**

WEA is interested in efficient and cost effective dues transmittal systems and procedures. WEA's will establish a uniform, preferred dues collection system and procedures. Local affiliates shall use the WEA preferred dues collection system. Local affiliates who have historically used a different dues collection and transmittal system must comply with the following requirements in their entirety. Failure to meet these requirements may lead the local affiliate to be out of compliance with standards of affiliation with the WEA and may lead to sanctions or penalties.

**2. Local Dues Contract**

WEA shall enter into a dues transmittal contract with each of its affiliates based on transmittal standards and a transmittal schedule prescribed by the WEA Board. Dues shall refer to dues, assessments, and contributions.

**3. Transmittal of Local Dues**

- a. A local affiliate shall assure the transmittal of its members' WEA/NEA cash dues and monthly dues installment obligation to WEA, along with the transmittal of its members' UniServ dues to its respective UniServ Council or any other required dues as established and directed by the WEA Board of Directors.
- b. A local affiliate shall enter into a contract with WEA concerning the transmittal of cash dues and monthly dues installment obligations in accordance with the following:
  - (1) Transmittal of local and WEA/NEA dues to WEA and transmittal of UniServ dues to the UniServ Council in accordance with WEA-approved payroll deduction program shall constitute a valid form of monthly dues installment obligation transmittal. A school district payroll office or agency, upon authorization of a member and in cooperation with the local and WEA, deducts from the members' payroll warrant dues for the local association, UniServ dues, and WEA/NEA dues transmitting such dues to the local association. The local association is then responsible for transmitting UniServ dues to the UniServ Council and WEA/NEA dues to WEA.
  - (2) Local affiliates participating in the WEA-APA system are not required to enter into a contract.
  - (3) A local affiliate may be assessed a penalty of one percent (1%) per month on the overdue balance if it is determined that the local affiliate is responsible for the delinquent transmittal of its members' WEA/NEA/UniServ Council dues by more than thirty (30) days after the date of receipt of cash dues payments by local or the date dues are normally deducted from members' salary warrants.
  - (4) A local affiliate may be subject to immediate suspension of all or any WEA services and/or financial agreements, imposition of a trusteeship over the local affiliate to correct financial malpractice and may have its WEA Representative Assembly delegation reduced in proportion to the percentage of dues transmitted if it is determined that a local affiliate is responsible for the delinquent transmittal of its members' WEA/NEA/UniServ Council dues by more than sixty (60)

days after the date of receipt of cash dues payments by the local or the date dues are normally deducted from members' salary warrants.

**4. Local Cash Dues**

A local affiliate shall assure transmittal of its members' WEA/NEA cash dues upon receipt and monthly dues installment obligation each month.

**5. Final Adjustment**

A local affiliate shall assure the transmittal of any final adjustment or remaining balance, if any, for any school year by October 15 of the following year.

**6. Refunds**

WEA dues shall not be refunded after payment or authorization of payment for membership year.

**S. LOCAL STRIKE**

WEA shall, at the request of the local, coordinate and assist with organizing and conducting a local strike.

**T. LOCAL/REGIONAL STRIKE**

WEA shall, at the request of locals, coordinate and assist locals in calling individual local and/or regional local strikes.

**U. MAILING LISTS LABELS**

1. Mailing lists labels are not available for commercial sale for profit, nonprofit, or for political purposes without the expressed written authorization of the executive director.
2. Local affiliates and UniServ Councils may request labels from WEA.
3. WEA-Retired leadership shall annually receive a list of those individuals who leave active educational employment. **(NBI 97-8)**
4. WEA statewide candidates shall be entitled to lists of local affiliate presidents, UniServ Council presidents, and Representative Assembly delegates. Each set of labels shall be provided by WEA at cost. **(A-BD-01/01)**

**V. MEMBER INFORMATION (A-BD-6/01)**

1. Local affiliates, UniServ Councils, and official candidates for the positions of WEA officer, NEA officer, and NEA state director may request member information (rosters, mailing labels, etc.) from WEA.
2. Member information is available only for association-related business.
3. Member information will be released only with the expressed, written authorization of the executive director or his/her designee.

**W. MERGER (BD-11/97)**

1. In 1995, WEA RA took a position of support (NBI 95-2) to open merger discussions with American Federation of Teachers (AFT) because WEA believes that NEA and AFT face common problems, have compatible goals and objectives, and as a single organization could more effectively serve the cause of public education and the interest of education employees.
2. WEA recognizes the right of local affiliates under existing policies and bylaws to make decisions regarding their own governance.
3. WEA urges local affiliates considering merger to seek assistance of staff to ensure that any contemplated merger agreements shall not result in loss of WEA charter, be in conflict with the WEA Constitution or its Bylaws, or cause a loss of WEA membership, programs, and/or services.

**X. MULTI-LOCAL STRIKES**

WEA shall coordinate and assist locals who have determined they will strike in concert with other locals.

**Y. NOMINATIONS/ELECTIONS**

1. The WEA Board shall adopt procedures for the election of the WEA Board Directors, WEA Executive Committee, and NEA State Delegates. These procedures shall ensure open nomination, secret ballot, one (1) person, one (1) vote standard, and person of color guarantees. A copy of the current procedures may be obtained from the Nominations and Elections chairperson.

2. The WEA Board provides information regarding the nomination and election process for all state and national leadership positions. This information will be available on the WEA website and the link will be shared directly with WEA members that have provided home email contact information. The information provided will include:
  - Open national and state board positions
  - Open state and national officer positions
  - Open state delegate positions to the NEA and WEA RAs
  - Term limits of each position
  - Nomination forms
  - Election deadline
  - Links to the information on the WEA website

The information provided on the WEA website will be prominently displayed in an easily accessible location during the election timelines. For those offices with a closing date prior to an RA, nominees will be listed after the nomination time has expired. **(A-BD-3/16)**

#### **AA. SMALL SCHOOLS (RA-3/06)**

1. The local affiliate with one hundred (100) members or less shall be defined a small school.
2. WEA will annually budget grant monies to provide release time and substitutes for presidents or designees of small local affiliates to support their members. WEA will reimburse up to thirty (30) locals (with 100 or fewer members) the cost of up to eight (8) substitute days per local affiliate per year.
3. WEA will appoint an Oversight Committee that will evaluate these grants.

#### **BB. SWEA**

The dues for student members (SWEA) shall be set by the WEA Board annually.

#### **CC. STATE LEGISLATURE**

##### **1. Lobbying by Members**

When identifying themselves as officially representing WEA, members shall support those policies adopted by the Representative Assembly and the WEA Board.

##### **2. Lobbying Contrary to Adopted Policy**

In the event that a member or officer member purporting to officially represent WEA speaks or lobbies against any part of the adopted legislative program of WEA, any member may request the WEA Board to institute appropriate action through the Hearing and Appeals Committee.

##### **3. WEA-PAC Support**

Although WEA-PAC is separate from WEA in its organization and operations, WEA supports the goals of WEA-PAC and urges its members to give their financial support to and channel their political efforts through WEA-PAC.

##### **4. Registered Lobbyists**

WEA nonstaff lobbyists shall be appointed annually by the WEA president in consultation with the WEA executive director and the Advocacy Center director. WEA staff lobbyists shall be appointed annually by the WEA executive director in consultation with the WEA president and the Advocacy Center director.

##### **5. Legislative Package Development**

WEA's legislative program shall be developed and presented for the approval of the WEA Board. Proposed and anticipated legislation affecting education shall be categorized and, where appropriate, priorities established.

##### **6. Legislative Package Inclusions**

- a. Legislative proposals shall be categorized as follows in accord with WEA's mission, goal, objectives, and core values:
  - (1) Positive Legislation are proposals that are to be promoted by WEA.
  - (2) Negative Legislation are proposals that are to be opposed by WEA.
  - (3) Neutral Legislation are proposals that are to be neither promoted nor opposed by WEA.

- (4) Strategic Legislation are proposals that may be promoted by WEA which are intended to assist in the maintenance and/or achievement of the WEA mission, goal, objectives, and core values.
- b. Promotion may include, but is not limited to, some or all of the following:
  - (1) drafting a bill;
  - (2) drafting and introducing a bill;
  - (3) drafting, introducing, and promoting a bill;
  - (4) supporting drafting a bill;
  - (5) supporting drafting and introducing a bill;
  - (6) supporting, drafting, introducing, and promoting a bill;
  - (7) providing general information about a bill; and
  - (8) providing testimony about a bill.

#### **DD. SURVEYS DEVELOPED AND CONDUCTED BY WEA**

It is the practice of WEA to periodically survey the membership as well as the general public. The results of the surveys are considered proprietary by WEA. The raw data from the surveys are to be used by the governance and management of WEA in decision making or planning. The results of all surveys shall be reviewed by the WEA Executive Committee and a report prepared for the WEA Board. Survey results, when appropriate, will be shared with staff, other leaders, the general membership, and the public.

#### **EE. WEA DUES OF MEMBERS CALLED TO ACTIVE MILITARY SERVICE (BD-11/01)**

An active member of WEA who serves in the military reserve and is called to active duty shall discontinue payment of member dues until such time as the member is no longer on active military service. During the time of active military service, the member shall retain active member status.

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### **V. LOCAL AFFILIATE**

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#### **A. AFFIRMATIVE ACTION**

1. Each local affiliate is encouraged to work with the employer to establish an effective affirmative action plan. The local should periodically review the status of this plan, make recommendations, and work for any needed changes.
2. Each local affiliate is encouraged to bargain for the inclusion of an affirmative action plan in the master contract.
3. WEA encourages each local affiliate to identify person of color members. The local is further encouraged to recruit and fully involve these individuals in all levels of association activities.

#### **B. ALTERNATIVE SCHOOL YEAR DIVISION PLANS**

WEA urges local affiliates to be fully involved in the planning and implementation of alternative school year division plans. To better ensure the full involvement of the affiliate, the following guidelines are presented for locals:

1. Local affiliates should realize that many internal logistics problems will surface for the affiliate when an alternative school year division plan is implemented. Careful planning shall occur prior to implementation to solve such problems. WEA, UniServ, and local affiliates shall serve as resources in such planning.
2. Local affiliates shall negotiate a provision which would assure notice to the affiliate at the outset of any alternative school-year-plan study.
3. Local affiliates shall negotiate a proportional (certificated, classified, administrator, student, and community) representation provision to be applied concerning any planning committee(s).
4. Local affiliates shall promote a provision which would assure the negotiability of such plans before final adoption and implementation. Serious consideration of such plans should include study of negotiations to solve problems in the areas of:
  - a. curriculum revision and assignment procedures;
  - b. in-service training;
  - c. contract length;

- d. provisions for advanced study (continuing certificate and graduate degrees);
  - e. retirement;
  - f. supplies and materials including textbooks;
  - g. provisions for the needs of teachers who multitract;
  - h. use and assignment of paraeducators;
  - i. revisions for leaves;
  - j. vacations;
  - k. class size; and
  - l. other items of member concern.
5. Local affiliates shall promote the concept that sound change will require extensive study over a period of at least two (2) years. Included in the two (2) years shall be a minimum of one (1) year of intensive curriculum review.
  6. Local affiliates shall promote the concept that sound change shall include extensive in-service training of all staff, which shall be funded by the district.
  7. Local affiliates shall promote the concept that school district budget allocations for supplies, materials, textbooks, library, and audio visual supplies should be made on the basis of total pupil population rather than a figure based on the number of pupils in school at one time.
  8. The local affiliate shall assure that adequate funds for start-up costs are identified and available in the district budget.

#### **C. EXTRACURRICULAR UNITS: ORGANIZING GUIDELINES (BD-3/96)**

The decision to organize an extracurricular unit resides completely with any local affiliate, certificated or classified. However, WEA Board policy provides that no bargaining unit may be represented by a WEA affiliate unless the UniServ Council has agreed that the employees of that bargaining unit will be serviced by the Council.

1. If a local affiliate chooses to represent/organize extracurricular bargaining unit employees, composed solely of classified employees, it must follow these guidelines:
  - a. must consider using a unified bargaining team;
  - b. must maintain two contracts;
  - c. extracurricular employees who are WEA/NEA members as a result of other school employment do not pay any additional WEA/NEA dues;
  - d. extracurricular employees who are not already WEA/NEA members as a result of other school employment are subject to the extracurricular dues structure adopted by the WEA Board;
  - e. local affiliates and UniServ Councils shall determine their own dues level to be added on. However, the WEA Constitution requires minimum local dues of ten dollars (\$10);
  - f. UniServ Councils may adopt a dues policy that requires all members in the extracurricular bargaining unit to pay extracurricular dues to help defray the costs of extracurricular representation. Members who belong to the local affiliate or the UniServ Council as a result of other school employment may be required to pay the local or Council extracurricular dues;
  - g. must maintain one governance structure. The local affiliate choosing to represent the classified extracurricular employees must have one set of officers governing employees in all units. Educators who wish to be members and who are employees of the extracurricular bargaining unit shall be eligible to vote and hold office in all positions in the single governance structure; and
  - h. have a statement signed by the UniServ Council president stating that the classified extracurricular bargaining unit employees shall be serviced by the Council.
2. If the local affiliate or UniServ Council decides not to organize this group, the extracurricular employees of the district must seek alternative representation.

#### **D. GRIEVANCE/BINDING ARBITRATION FUND (BD-4/88)**

##### **1. Purpose**



The purpose of the Grievance/Binding Arbitration Fund shall be to provide financial assistance to local affiliates in the administration of their collective bargaining agreements. Financial assistance need not be provided for the arbitration of a grievance which WEA considers in its good faith judgment to be without merit. Financial assistance also need not be provided under circumstances that do not conform to the customary practices of representation and/or case presentation.

## **2. Financial Assistance (06/04)**

- a. The fund shall provide a minimum of fifty percent (50%) of the arbitrator's fees and expenses incurred by the local affiliate in a Grievance/Binding Arbitration hearing. Upon demonstration of appropriate need, a minimum of fifty percent (50%) of witness release time expenses shall be provided. In matters of nonrenewal and discharge, one hundred percent (100%) of the arbitrator's fees and expenses incurred by the local affiliate will be provided. In situations where the collective bargaining agreement provides that the "loser pays all," or that the local affiliate incurs more than half of the costs of arbitration, the Fund shall provide to the local affiliate an amount equivalent to twenty-five percent (25%) of the costs incurred by WEA for an arbitration case. Requests for financial assistance that exceed these guidelines must be accompanied by the Statement of Financial Status.
- b. Requests for financial assistance shall be submitted by the local affiliate on the approved request form to WEA prior to the selection of the arbitrator. WEA shall review and approve or deny the request and notify the local affiliate.
- c. Consultation with Attorney

In cases concerning nonrenewal, discharge, or other adverse action, as defined in the WEA Legal Defense Policy and other specific cases which are appealed through the grievance procedure with binding arbitration, the WEA general counsel, upon recommendation by the Contract Administration field representative, may require or authorize consultation with staff counsel, or a network attorney. No attorney fees shall be reimbursed unless authorization has been given prior to the arbitration proceeding.

## **3. Denial of Request**

If WEA determines that the grievance does not have merit and rejects a funding request, WEA shall notify the local affiliate, giving reasons for the rejection.

## **4. Appeal Procedures**

- a. If WEA disapproves a request for funding, the local affiliate may file with the chairperson of the Hearing and Appeals Committee within ten (10) days of notice of disapproval with a copy to the Contract Administration field representative. The written request for review by the Board shall set forth the facts and reasons upon which the appeal is based.
- b. Within ten (10) days of notice of appeal, the Contract Administration field representative may file a rejoinder to the appeal, with a copy to the local affiliate.
- c. As soon as possible thereafter, the Hearing and Appeals Committee shall review the matter and render its decision.
- d. The decision of the Hearing and Appeals Committee may be appealed to the WEA Board. This should be done by written request to the WEA president with copies to the Hearing and Appeals Committee and the Contract Administration field representative. This request will be considered by the WEA Board at its next regularly scheduled meeting. Its decision shall be final.
- e. If at any stage of the appeal, the reviewing body approves the case for funding, it may also authorize payment of fees incurred by the local affiliate during the appeals period.

## **5. Reports**

The local affiliate shall provide WEA with the association brief(s), arbitrator's award, and an evaluation of the arbitrator.

The local affiliate shall involve WEA prior to making the decision concerning the publication of the arbitrator's award in the American Arbitration Association (AAA) official publication.

## **E. GROUP PURCHASING**

The following are guidelines concerning group purchasing plans:

1. Program proposals should be received in written form.

2. Financial stability and reliability of the company should be thoroughly checked. WEA shall provide such a service before endorsement.
3. Specific price quotations and product or service description should be received and compared with competitive companies. WEA shall provide such a service before endorsement.
4. Special prices or services should be available to members only and not to the general public or other teacher groups.
5. Any complicated economic services should be reviewed. WEA shall provide such a service before endorsement.
6. A written agreement assuring compliance with WEA policy and protecting the Association members should be completed.

## **F. HEALTH/SAFETY STANDARDS**

The following are guidelines concerning local health and safety standards:

1. Local affiliates should promote member participation on the local school district safety committee required by the Washington Industrial Safety and Health Act.
2. Local affiliates should maintain a current file of state regulations related to school safety and health.
3. Local affiliates should inform each member of state regulations for health and safety and should encourage members to file grievances when regulations are not being enforced.
4. Local affiliates should promote member participation in the color choices when building interiors and/or classrooms are repainted.
5. Local affiliates should promote a survey of their district's violations of health and safety standards and take appropriate action to correct inadequate conditions. Appropriate action may include:
  - a. filing individual or association grievances;
  - b. making public presentations to the school boards;
  - c. writing reports to appropriate agencies; and
  - d. organizing media campaigns to publicize existing safety conditions.

## **G. HEARING AND APPEALS COMMITTEE PROCEDURES (A-BD-6/93)**

### **1. Purpose**

The purpose of this procedure is to provide an orderly process for appealing an action taken by representative(s) of WEA in implementing any of the following policies:

- a. Grievance Binding Arbitration Fund
- b. WEA Legal Defense Fund

### **2. Definition**

- a. An "appellant" shall mean a member or group of members, or an association filing an appeal before the WEA Hearing and Appeals Committee.
- b. An "Association" shall mean a local affiliated with WEA/NEA.
- c. An "appeal" shall mean a claim that a dispute or disagreement exists over interpretation or application of the terms of the aforementioned WEA policies.
- d. A "party of interest" is:
  - (1) any person(s) making the claim;
  - (2) any person(s) who might be required to take action; or
  - (3) the WEA representative who has made the decision being appealed.
- e. "Days" shall mean calendar days, except as otherwise indicated.

### **3. Hearing and Appeals Committee**

The Hearing and Appeals Committee shall have no more than eleven (11) members. The WEA Board Liaison shall be in addition to eleven (11) such members.

#### **4. Appellant Right to Representation**

- a. The Hearing and Appeals Committee shall recognize appeal representatives upon their identification by their association, or by the individual appellant if the local affiliate does not support the appeal. The appellant and/or representative(s) of the appellant shall be present for any meetings, hearings, or other proceedings relating to an appeal which has been formally presented in writing.
- b. The association may initiate an appeal and carry it through the procedure on behalf of an appellant.
- c. The parties of interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the appeal, provided such inclusion does not unreasonably delay the process.
- d. The parties of interest acknowledge that it is desirable to resolve problems through free and informal communications. Nothing contained herein shall be construed as limiting the right of any appellant having a complaint to discuss the matter via association channels and to have the problem adjusted by the Hearing and Appeals Committee, as long as the WEA representative and the association have the opportunity to attend these discussions and are notified in writing as to the disposition of the matter, and such disposition is not inconsistent with the terms of WEA policy.
- e. The appellant may self-represent, or may choose to have a representative. If the appealing party is not represented by the association, the association shall have the right to be present and to state its views during the appeals procedure. All other parties of interest shall have the same rights to be present and to state views throughout the procedure.
- f. The party of interest shall, as soon as possible after notice of any decision subject to this procedure, notify each potential appellant, in nontechnical language, of:
  - (1) the existence of this appeals procedure;
  - (2) what the potential appellant must do to appeal;
  - (3) the type of hearing provided in this procedure; and
  - (4) any rights or limitations of rights of appellants set forth in this procedure.

#### **5. Procedures —**

##### **Step I**

Within ten (10) days following knowledge of the act or condition which is the basis of the appeal or when the appellant reasonably should have known, whichever is earlier, the appellant shall present the appeal in writing to the Hearing and Appeals Committee staff consultant with copies to the WEA representative who made the challenged decision, the WEA president, and the executive director. The staff consultant will arrange for a hearing with the Hearing and Appeals Committee to take place at its next regularly scheduled meeting. However, in emergency cases, the hearing shall take place within ten (10) days after receipt of the appeal. In addition to the parties of interest, the staff consultant shall have an opportunity to be present at the Hearing and Appeals Committee hearing. Within six (6) days after the hearing, the Hearing and Appeals Committee shall provide all parties of interest, including the local affiliate, with a written decision which shall include the reasons upon which the decision was based.

##### **Step II**

If the appellant or a party of interest is not satisfied with the disposition of the appeal at Step I, or if no decision has been rendered within six (6) days after the hearing, the appellant or party of interest may request a hearing before the WEA Board to review the decision or lack thereof from the Hearing and Appeals Committee. Such appeal must be filed within ten (10) days after the receipt of the decision above or the end of the six-day period, whichever is applicable.

The hearing before the WEA Board may be held at the next regularly scheduled Board meeting, if possible, and shall consist of a review of the record made in front of the Hearing and Appeals Committee. The WEA Board shall notify the appellant and the party of interest of the date, time, and place of the hearing before the WEA Board. There shall be no *de novo* appeal. This means the WEA Board may not hear testimony or admit evidence other than the written record of the hearing before the Hearing and Appeals Committee. The decision of the Hearing and Appeals Committee shall be sustained unless such decision is inconsistent with WEA policy or is not supported by substantial evidence in the record. The decision of the WEA Board shall be final and binding. Within ten (10) days of such decision, the WEA Board shall provide written notice of its decision together with reasons upon which it was based to all parties of interest, including the local affiliate.

In cases that have been identified as emergency and are appealed to the WEA Board, such hearings shall be held at the next regularly scheduled Board meeting, provided that such meeting is scheduled within fifteen (15) days of the notice of appeal; otherwise the appeal shall be before a committee of the Board appointed by the WEA president for such purpose.

**6. Exceptions to Time Limits**

The time limits may be mutually amended. Failure to meet prescribed time limits shall not be dispositive of the case on the merits.

Once a hearing has been scheduled, an appellant may postpone said hearing to the next regularly scheduled Hearing and Appeals Committee meeting, provided that the appeal is not classified as an emergency and notice of the postponement is received prior to five (5) days before the scheduled hearing. Failure to provide the Board with at least five (5) days' notice of postponement shall result in the appellant being charged with all nonrecoverable expenses associated with scheduling the hearing unless the postponement is the result of unavoidable circumstances.

Failure of an appellant to appear at a scheduled hearing or postponement of three (3) scheduled hearings shall result in forfeiture of all rights to appeal.

**7. No Reprisals**

No reprisal of any kind will be taken by the WEA or the association against any party of interest because of participation in this procedure.

**8. Cooperation of WEA and staff**

The WEA and the staff will furnish the appellant such information as is requested for the processing of any appeal, provided that the appellant be requested to defray any costs involved in providing such information.

**9. Filing**

All documents, communications, and records dealing with the processing of an appeal shall be filed with the Hearing and Appeals Committee.

**10. Forms**

Forms for filing appeals, serving notices, taking appeals, writing reports, making recommendations, and other necessary documents shall be prepared by the Hearing and Appeals Committee. The costs of preparing such forms shall be borne by WEA.

**11. Communications from WEA**

All communications from WEA staff or the Hearing and Appeals Committee required pursuant to this procedure shall be sent by certified mail with return receipt requested.

**12. Appeal to NEA**

Any appellant whose appeal is denied by the WEA Board may appeal to the NEA on the sole ground that WEA failed to process the application in accordance with the provisions of WEA Legal Services Program.

**H. HELP!**

If you need information on any of the items listed below, contact your UniServ office or WEA:

- Assistance in Action Funds (AAF) Application
- Clip Art Book
- Collective Bargaining Litigation Fund Procedures
- Education Support Professional (ESP) Program
- Fringe Benefit Plans and Other Benefit Services Programs
- Grievance/Binding Arbitration Fund Program
- Higher Education and Community College Prototype Master Contract
- In-service Training Program
- Legal Defense Fund Program
- Local Unit Assistance Fund (LUAF) Application

Political Action Handbook  
PR Handbook  
Student Washington Education Association (SWEA) Program  
UniServ Program  
WEA-Higher Education (WEA-HE) Program  
WEA Nominations & Elections Procedures  
WEA-Retired Program

## **I. IN-SERVICE EDUCATION/TEACHER CENTERS**

1. WEA endorses and supports the concept of teacher-centered in-service education. Inherent in the term, teacher-centered in-service education, is the concept that teacher decision making is fundamental to the entire in-service education process.
2. In-service education, staff development, continuing education, or professional development shall be defined as any professional development activity that a teacher undertakes singly or with other teachers after completion of his/her initial teaching certificate and after beginning professional practice.
3. It shall be inherent in this definition statement that this concept is basic to continuous improvement of education for the students of Washington State.

## **J. LEGAL DEFENSE POLICY (A-BD-8/95)**

### **1. Purpose & Extent of Coverage**

Where approved by the general counsel of WEA, the legal defense program covers legal services needed by members to protect themselves from arbitrary, capricious, discriminatory, or otherwise unfair or unlawful treatment by an employer, revocation of certification by the state of Washington, and other employment-related matters. It also covers legal services needed by local affiliates to defend the organizational security of such locals.

The purpose of the legal defense program is to serve the members and local affiliates of WEA by defraying the cost of legal services. It is hereby declared to be the policy of WEA to encourage resolution of disputes by means other than resorting to the courts. Problems of WEA members and locals are better resolved through organizing and collective bargaining, and, where necessary, by grievance and arbitration. However, WEA recognizes that all problems cannot be resolved by bargaining or arbitration, and therefore adopts this legal defense program for use when other problem-solving methods are proven inadequate.

### **2. Implementation**

WEA will use the WEA legal staff and a network of attorneys in private practice.

### **3. Administration of the Program**

All services and procedures related to the program are administered by the WEA general counsel at WEA's main offices in Federal Way. The WEA general counsel shall make periodic reports to the WEA Board concerning the legal services program.

### **4. Definitions**

The following definitions shall apply to the terms used herein:

- a. "WEA" is the Washington Education Association.
- b. "Participant" is:
  - (1) an active member of WEA as defined in the WEA Constitution and Bylaws;
  - (2) a reserve member of WEA on leave from an employer; or
  - (3) a local affiliate of WEA as defined in the WEA Constitution and Bylaws.
- c. "Participating attorney" is a licensed attorney and a member of the Washington State Bar Association who is employed in WEA Office of General Counsel or whose name is on WEA's current list of attorneys who have agreed with WEA to perform the legal services contemplated by this program.
- d. "Counsel" is the WEA general counsel or designee of the general counsel.

- e. "Application for Services" is the document supplied by WEA which shall be signed by the participant in order to be eligible for funding from WEA, a copy of which is attached hereto and made a part hereof. The general counsel may revise said form from time to time without approval by the WEA Board.
- f. "Legal services" includes consultation, preparation for, and participation in administrative or court proceedings and may include representation in grievance/arbitration matters approved pursuant to the WEA Grievance/Binding Arbitration Fund.
- g. "Enrollment period" shall be defined as ending November 1 of the membership year.

#### **5. Applicant Eligibility**

- a. To be eligible for legal services, individual applicants requesting financial assistance shall prove active membership in WEA during the enrollment period at the beginning of the membership year. Reserve members on leave from their employer shall be treated as active members. WEA-R/NEA-R Life members who are employed as substitutes shall, for purposes of this WEA Legal Defense policy only, be considered active members.

Individuals who are hired after the beginning of the school or academic year shall be allowed a thirty-day period subsequent to employment in which to enroll.

Nonmember requests for legal services may be approved when the probable outcome of the case will have a significant, precedential, or beneficial effect for members of the education profession.

Individuals must meet the requirements of this section at the time of the application for legal services and at the time of occurrence of the event for which legal services is sought.

- b. A local affiliate of WEA which is not in arrears in regard to its obligation to transmit state and national dues to WEA shall be eligible for legal services needed to protect organizational security.
- c. In order to be eligible for financial assistance under this program, applicants must use either WEA legal staff or a network attorney.
- d. If an applicant voluntarily ceases to be a member in good standing of WEA, or falls in arrears in payment of dues, entitlement to payment as described in this program shall cease as of the date of termination of membership or, if the applicant is a local affiliate, the date on which a local falls in arrears. This eligibility requirement may be waived at the sole discretion of the general counsel.
- e. No applicant shall be discriminated against on the basis of race, creed, gender, color, age, national origin, sensory or physical or mental disability, marital status, affection or sexual preference, sexual orientation, or economic status.

#### **6. Participating Attorneys**

The general counsel may enter into contracts with participating attorneys, and such contracts need not be approved by the WEA Board.

Those attorneys providing legal services to participants have agreed that the rate paid to them by WEA on such person's behalf will be accepted by them as full payment and compensation for their services. WEA shall furnish local affiliates and WEA elected officials a list of participating attorneys. Participating attorneys may be changed from time to time, and WEA reserves the right to change the list of attorneys, but a current and correct list shall be maintained at the office of the general counsel for the participant's examination. WEA shall not be responsible for the payment of services unless the participant uses the services of a participating attorney and the general counsel has authorized payment of such services. It shall be the responsibility of the participant to ascertain that the attorney is a participating attorney. Nothing in this program shall prevent participants from employing, at their own expense, an attorney who is not a participating attorney.

#### **7. Limitations and Exclusions**

The following limitations and exclusions shall apply concerning this program:

- a. Payment will not be made for any legal services rendered outside the geographical limits of the state of Washington, except as authorized by the general counsel.
- b. Payment will not be made for a participant's lost salary or other expenses incurred by such person incident to conferences with attorneys, travel, or court appearances.
- c. Payment will not be made for advice, consultation, or representation on any matters other than those approved by the general counsel.

## **8. Procedures**

Participants shall follow the following procedures concerning this program:

- a. As soon as possible after the incident for which legal services funding is sought, a potential applicant who desires payment for legal services shall contact and consult with a WEA staff representative or local UniServ director who shall contact the general counsel as soon as possible.

The general counsel or designee shall determine if referral of the potential applicant to an attorney is appropriate and shall, where appropriate, assign the matter to a participating attorney as soon as possible. Such a preapproved assignment shall not constitute an approval of funding, or obligate WEA to pay the cost of legal services, unless the general counsel determines otherwise.

WEA shall not be obligated to pay the cost of legal services if the potential applicant incurs attorney fees prior to consultation with UniServ or WEA staff, or if UniServ or WEA staff refer the potential applicant to an attorney without prior approval by the general counsel.

- b. In adverse action matters, the participant shall give the participating attorney at the time of the initial consultation, if possible, a copy of the notice of adverse action and the individual contract in addition to such other documents or materials that the participating attorney may request. In discrimination cases, the participant shall give the participating attorney all documents and material relevant to the alleged discrimination. Participants may be requested to provide proof of membership.
- c. A participating attorney will schedule an interview with the participant as soon after receiving notification as is practicable and will attempt to schedule the interview at a time which does not conflict with the applicant's work schedule.
- d. As soon as possible after the initial contact with the participant, the applicant will forward to WEA the completed and signed application for services.
- e. No case of any sort shall be funded if filed with the Public Employment Relations Commission (PERC) without prior approval by the general counsel.
- f. Upon receipt and review of the application for legal services submitted pursuant to paragraph 8 hereof, WEA general counsel or designee shall approve or reject the application. Criteria for review shall include, but shall not be limited to, likelihood of success, precedential value, potential cost in comparison to potential recovery, importance of the case to the local affiliate, and timeliness.

As soon as possible after receipt, the general counsel shall notify the applicant and the attorney of approval or disapproval of the application. Thirty (30) days after receipt of the application, if the general counsel has not determined whether funding will be approved, the Office of General Counsel shall notify the applicant that the application is being considered. Failure to do so shall not obligate WEA to approve funding for legal services.

In disapproved cases, WEA shall not be responsible for any legal costs and services incurred for services performed after the participating attorney has been notified that funding has been denied, and shall not be responsible for payment for services rendered without preapproval by the general counsel as specified in Sections 8a, 8e, and 8g hereof. Appeals from disapproval shall be governed by paragraph 11 hereof.

- g. No appeal to the Superior Court or to any state or federal appellate court may be funded under this program unless approval of the general counsel was obtained prior to filing such appeal.

No case filed in Federal District Court or Superior Court may be funded under this program unless approval of the general counsel was obtained prior to filing such appeal.

## **9. WEA Payment for Legal Services**

- a. WEA shall pay for the legal costs and services incurred in cases approved under this program. However, if at any time the participating attorney and/or the participant pursues a theory or course of action which the general counsel believes is contrary to the best interests of WEA membership, or refuses to accept a settlement which the general counsel deems reasonable, WEA shall have the right, upon reasonable notice to the attorney and the participant, to terminate funding. Appeals from funding termination shall be governed by section 11 hereof. The general counsel may authorize payment for legal services rendered prior to the decision not to fund.
- b. Payments shall not be made under this program to the extent that the individual could have received benefits or payment for the same services under any other legal contract or plan, or insurance policy, had the claim been duly made therefore. If the other plan, contract, or policy provided that the benefits

of this program must first be exhausted, then the other plan, contract, or policy may be ignored in determining benefits or funding under this proposal.

- c. The participant shall cooperate fully with the participating attorney and shall render all assistance possible toward obtaining a favorable result. Failure by the participant to comply with any of the requirements set forth herein may: disqualify participant from further payment of legal services by WEA, subject the participant to dismissal of the suit, result in voluntary nonsuit, or, at the attorney's discretion, constitute grounds for the attorney to withdraw from the case. In the event of any of the foregoing, WEA shall be relieved of all responsibility to such participant.
- d. If a participant abandons the hearing or litigation or does not cooperate and assist the participating attorney, the participant shall pay to WEA all amounts paid by WEA to the participating attorney on the participant's behalf.
- e. The participating attorneys shall notify WEA promptly if money is received and shall not disburse any funds to a participant without first notifying WEA. The attorneys shall not take any other actions to jeopardize WEA's right of recovery unless, and in the event, there is a dispute between the participant and WEA over such recovery or the amount thereof. In that event, the participating attorney shall notify WEA of the amount of money received, that there is a dispute, and the basis of such dispute. The participating attorney's obligation shall be to the participant in any such dispute. However, WEA shall not pay the participating attorney for any services to such individual in the litigation or resolution of such dispute.
- f. In cases where there has been an award of attorney fees or court costs, a settlement including attorney fees or court costs, or any form of attorney fees or court costs recovery whatsoever, WEA must be reimbursed by the participant for amounts recovered which have been specifically designated as attorney fees or court costs. In the case of a participant receiving a monetary award or settlement which exceeds the amount of lost pay, WEA may be reimbursed for amounts paid by WEA as court costs or to the participant's attorney, unless WEA has been completely reimbursed for such amounts in some other manner. The general counsel may waive the requirements of this paragraph at his/her sole discretion.
- g. In no circumstances may the NEA's share of any recoveries be waived without the written consent of NEA.
- h. WEA shall not derive a profit or commercial benefit from the rendition of legal services by the participating attorneys.

#### **10. Authority of Counsel**

The general counsel shall have the exclusive and absolute right to waive any requirement and to determine any questions or disputes that may arise hereunder or between the individual and the participating attorney in accordance with the rules and regulations of the Washington State Bar Association and with WEA/NEA policy. Any such determination shall be conclusive and binding upon WEA, the individual, the participating attorney, and all other parties. Counsel may consult with the Washington State Bar Association, employ other counsel, and do whatever is necessary in his/her discretion in the determination of any disputes.

#### **11. Review of Application Disapproval**

- a. If the general counsel disapproves an application for legal services, such disapproval shall be set forth in writing with the reason therefore. Appeals shall be handled in accordance with current appeals procedures of the WEA Hearing and Appeals Committee.
- b. In addition, an applicant whose application for legal assistance is denied by WEA may appeal to NEA on the sole ground that WEA failed to process such application in accordance with the provisions of this program. An applicant must make such appeal to NEA within 90 days of final ruling from WEA provided the applicant has exhausted all appeals available to him/her under the provision of the WEA Legal Defense Policy. **(A-BD-9/03)**

#### **12. Authorization for Information**

To assist WEA in the processing of requests for payment of legal services, the participant who applies for benefits under this policy thereby authorizes any participating attorney to disclose to WEA and its attorneys any information in its discretion needed by WEA.

#### **13. Limitations on Liability**

In no case shall WEA be liable for negligence or other wrongful act or omission of any participating attorney.



#### **14. Duration and Termination**

Entitlements under this program shall remain in effect for the membership year for which the member's dues have been paid or, if the participant is a local affiliate, so long as the local is not in arrears in its obligation to transmit state or national dues to WEA.

Such entitlements shall be automatically canceled by failure or refusal to pay annual membership dues or any part thereof, or if the participant is a local affiliate, by failure to transmit state and national dues in a timely manner.

#### **15. Waiver**

The general counsel shall have the right to waive any requirement or condition imposed by this policy.

#### **16. Amendment Procedure**

This program may be amended, upon recommendation of the general counsel, by approval of a simple majority of the WEA Board; provided however, that written notice of the proposed change be given to the WEA Board and the local unit presidents at least thirty (30) days prior to the Board action thereon.

### **K. LEGISLATIVE ACTIVITIES**

The following are suggested guidelines for local affiliates concerning state legislation/local affiliate activities:

1. The local's legislative activities should be directed in two areas:
  - a. activities to promote local member involvement in politics; and
  - b. activities to promote WEA legislative programs with members of the Legislature.
2. Locals should emphasize the importance of grassroots legislator contacts so the legislators will not have occasion to say that leadership does not speak for the members.
3. Locals should utilize the assistance available from WEA legislative staff for local units in implementing these guidelines.
4. Locals should promote ongoing communications with local legislators from the grassroots level.
  - a. Members should be encouraged to communicate via letters, phone calls, and electronic communications.
  - b. Personal visits by members to their district's senator and representatives should be encouraged.
  - c. Members should be advised that if they intend to promote a state Association position, rather than an individual one, they should contact their UniServ representatives or the WEA Olympia office before making their contact, to ensure that they are up to date on the WEA position. Likewise, if they are speaking for a local unit position and not a state position, they should make that distinction explicit.
5. Locals should actively pursue communication throughout the year.
  - a. Local leadership should make phone calls, write letters, or send electronic communications to their legislators often.
  - b. Local leaders should arrange personal meetings with legislators when they are home, if possible.
  - c. Local leaders should explore with their WEA-PAC regional representative the feasibility of activities such as appreciation dinner(s); information dinner(s), or coffee hours.
6. Locals should obtain legislative information such as bills, bill status sheets, and digests during the session in the most expedient manner possible by:
  - a. getting on mailing lists for information about legislative meeting schedules and the status of bill reports;
  - b. getting on the mailing list of each caucus communication office for their press releases;
  - c. obtaining caucus reports from each party;
  - d. obtaining updated hearing schedules from the WEA legislative hotline;
  - e. requesting that their legislators place their names on an education bill mailing list; and
  - f. checking the WEA website.
7. Locals should act as the information resource for members concerning communications with WEA.

8. Local leaders should participate in the legislative workshops and involve other local members.
9. Local affiliates should invite legislators to visit schools in the district and/or to speak at membership meetings regularly.
10. Locals should promote the involvement of members in precinct committee positions.

#### **L. LOCAL AFFILIATE PUBLIC RELATIONS (PR)**

The following shall be guidelines for local affiliates concerning local PR:

1. A good internal PR program should include:
  - a. publishing a regular and frequent newsletter;
  - b. issuing frequent and timely progress reports on negotiations;
  - c. establishing distribution systems;
  - d. publicizing association activities and meetings;
  - e. establishing a bulletin board for association publicity in each building;
  - f. setting up telephone trees;
  - g. ensuring timely distribution of state and national materials;
  - h. assessing membership attitudes on current association issues; and
  - i. recognizing teacher advocacy within the association.
2. A good external PR program should include:
  - a. liaison with local media;
  - b. liaison with community groups;
  - c. regular programs of news releases discussing non-crisis issues;
  - d. involvement in special events;
  - e. communication with parents/guardians through presenters/speakers and coffee klatches;
  - f. involvement in levy and bond activities;
  - g. ongoing contact with state agencies for information on variances from codes;
  - h. enhancing teacher image through "teacher of the month" and/or special honors of members;
  - i. maintaining a rumor clinic; and
  - j. using school board meetings to introduce various appointed group chairpersons and their charges.

#### **M. MASTER CONTRACT**

A local affiliate that needs help constructing a master contract should contact its UniServ Representative or contact the WEA Advocacy Center for a prototype contract.

#### **N. POLICY ON PICKET LINES**

WEA will continue to support other unions, not including unions representing WEA staff or affiliate staff, in their legitimate efforts to improve the wages, hours, and other working conditions of the employees that they represent or seek to represent.

1. In all contracts that it enters into with hotels or other facilities in connection with a WEA sponsored event, WEA will seek to include a provision which allows WEA to terminate the contract without any adverse financial consequences if the facility is being picketed by a union at the time of the event in question. WEA will enter into a contract without such a provision only when there is no feasible alternative consistent with WEA's operational requirements.
2. WEA will not make a commitment to utilize any hotel or other facility in connection with a WEA sponsored event if there is a likelihood that there will be a union picket line at the time of the event in question. An appropriate investigation, including an inquiry as to any relevant collective bargaining agreements, will be undertaken in order to make this determination.
3. If, despite the precautions provided for in paragraph 2 above, there is a union picket line at a hotel or other facility at the time of a WEA sponsored event, WEA will attempt to relocate the event or work out

another mutually acceptable arrangement with the union involved. If this cannot be done without undue disruption, unreasonable economic impact, or other unacceptable adverse consequences, WEA will determine what action to take after considering all relevant factors. In making this determination, WEA will consult with all affiliates that will be directly affected by the action taken.

4. In implementing this policy, WEA will attempt to keep all affected affiliates fully informed of any developing problems and of the actions taken by WEA to deal with any such problems.

## **O. PROCEDURE FOR FORFEITURE OF LOCAL AFFILIATION (BD-11/11)**

### **1. Purpose**

Pursuant to Article IX, Section 2 and 3 of the WEA Constitution, the WEA Board has the authority to act on all affiliation matters; local associations that fail to meet the minimum requirements for affiliation for two (2) successive years or fail to satisfy the minimum requirements and standards for affiliation in the WEA and NEA Constitution and Bylaws are subject to forfeiture of its affiliation. This procedure governs the steps the WEA Board will take to act on forfeiture of local affiliation.

### **2. Local Association Affiliation Committee**

The purpose of the Local Association Affiliation Committee is to take action on forfeiture of local affiliation due to failure to maintain minimum standards for affiliation. The Local Association Affiliation Committee will be comprised of the WEA Executive Committee and three other members of the WEA Board. The WEA President will be responsible for appointing or removing other members of the Local Association Affiliation Committee. The Local Association Affiliation Committee is not a standing committee and members will only be appointed by the WEA President when needed. In the event a WEA Executive Committee member has a conflict of interest regarding a local association whose affiliation status is at issue, the WEA President may appoint an alternate member to the committee.

### **3. Initiation of Forfeiture of Local Affiliation**

The WEA Board may initiate the procedure for forfeiture of local affiliation by adopting a motion that finds a Local Association out of compliance with the WEA Constitution and Bylaws Requirements for minimum standards for affiliation. Following the adoption of the motion by the WEA Board, the WEA Executive Committee will attempt to resolve the matter with the Local Association. Such attempts may include informal meetings to agree on a resolution of the matter, as well as mediation or binding arbitration if agreed to by both parties.

### **4. Failure of Informal Measures to Correct Lack of Compliance**

In the event informal measures to correct the lack of compliance by the Local Association are unsuccessful, the WEA Executive Committee will forward a recommendation to the Local Association Affiliation Committee to initiate the procedure for Forfeiture of Local Affiliation.

#### **Step I: Hearing Before the Local Association Affiliation Committee**

Within 30 days of the recommendation to the Local Association Affiliation Committee to initiate the procedure for Forfeiture of Local Affiliation, the staff consultant to the Local Association Affiliation Committee will contact the Local Association President to arrange for a hearing before the Committee. The hearing shall take place within 90 days of notice to the Local Association President, absent compelling circumstances. In addition to the parties of interest (Representatives of the Local Association and of the Washington Education Association), staff consultants will also have the opportunity to be present at the Local Association Affiliation Committee hearing.

The parties of interest will be afforded the opportunity to present documentary evidence and call witnesses. The Local Association Affiliation Committee will adopt procedures to ensure an orderly hearing and notify the parties of interest of those procedures. The Local Association President may represent on behalf of the Local Association or may choose to have another representative.

Within six (6) days after the hearing, the Local Association Affiliation Committee shall provide all parties of interest with a written decision which shall include the reasons upon which the decision regarding forfeiture of affiliation was based.

#### **Step II: Appeal to the WEA Board of Directors**

If the Local Association is not satisfied with the disposition of the decision by the Local Association Affiliation Committee at Step I, or if no decision has been rendered within six (6) days after the hearing, the Local Association may request a hearing before the WEA Board of Directors to review the decision or lack thereof. Such appeal must be filed within ten (10) days after the receipt of the decision above or the end of the six-day period, whichever is applicable.

The hearing before the WEA Board may be held at the next regularly scheduled Board meeting, if possible, and shall consist of a review of the record made in front of the Local Association Affiliation Committee. The WEA Board shall notify the Local Association President of the date, time and place of the hearing before the WEA Board.

There shall be no de novo appeal. This means the WEA Board may not hear testimony or admit evidence other than the record of the hearing before the Local Association Affiliation Committee. However, the Local Association Representative and a Representative of the Washington Education Association will be allowed to each give a 10 minute statement regarding its relative positions. The decision of the Local Association Affiliation Committee shall be sustained unless the decision is inconsistent with the WEA Constitution and Bylaws or is not supported by substantial evidence in the record. The decision of the WEA Board shall be final and binding. Within ten (10) days of such decision, the WEA Board shall provide written notice of its decision together with reasons upon which it was based to the Local Association President.

**5. Effect of Forfeiture of Local Affiliation**

In the event a local association is found to have forfeited its affiliation with the WEA, the local association will no longer have any of the privileges afforded an association affiliated with the WEA. In addition, the members of said local association will no longer be members of the WEA or NEA and will have no rights and privileges of WEA or NEA membership.

**6. Timelines**

The time limits may be mutually amended. Failure to meet prescribed time limits shall not be dispositive of the case on the merits.

Once a Step II hearing has been scheduled, the Local Association President may postpone said hearing to the next regularly scheduled meeting, provided the notice of postponement is received prior to five (5) days before the scheduled hearing.

**7. Communications from WEA**

All communications from WEA staff or the Local Association Affiliation Committee required pursuant to this procedure shall be sent by certified mail, return receipt requested.

**8. Reinstatement of Affiliation**

Any Local Association who has been found to have forfeited local affiliation may later reapply for affiliation so long as it meets and maintains the minimum standards for affiliation as outlined in the WEA Constitution and Bylaws.

**P. UNION ORGANIZING ASSISTANCE**

The following shall be guidelines for WEA concerning local affiliate support if a local is being affected by union organizing efforts:

1. WEA may provide, upon receipt of a request from a local, a team of members, and/or staff (e.g., NEA Evaluation Team) for the purpose of preparing recommendations for the local concerning improved organization effectiveness.
2. WEA may, upon receipt of a request from a local, provide staff assistance to the local for the period of time during which the local might be seriously challenged by competing union organizing efforts.

**Q. WEA AFFIRMATIVE ACTION INTERN PROGRAM (A-BD-11/97)**

Contact the director of the WEA Advocacy Center for information about the paperwork needed to apply for the WEA Affirmative Action Intern Program.

**R. WEA-RETIRED (BD-6/91)**

1. WEA shall officially state and publicize through WE, UniServ Council presidents, local leader mailings, WEA meetings, and NEA contacts that WEA-Retired is the only recognized and sanctioned retiree organization for its members. WEA will not support or endorse membership in any other organization for retired WEA members.
2. WEA will encourage UniServ Councils and local affiliates to recognize WEA-Retired as the only officially sanctioned organization for retirees.

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**VI. STATE/NATIONAL REPRESENTATIVE ASSEMBLIES**

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**A. DELEGATE RATIO (A-BD-1/99)**

1. The number of local affiliate delegates to Representative Assembly shall be based on the membership count on December 15<sup>th</sup> preceding RA.

Challenges as to procedure or interpretation of rules shall be presented in writing to the WEA Executive Committee who shall render a decision in writing.

The WEA president shall refer appeals from the decision of the WEA Executive Committee to the WEA Board, whose decision shall be final.

2. Locals are allowed one (1) delegate per each sixty (60) members or major fraction thereof.
3. Each local with a membership of fifty-nine (59) or less is allowed one (1) delegate. **(BD-04/88)**

## **B. ESTABLISHMENT OF DELEGATE RATIO**

1. The WEA Board shall establish a ratio of delegates to members for the Representative Assembly. Any changes in the ratio shall be confirmed by the Representative Assembly.
2. WEA shall strive to obtain minority representation in state and national assembly delegations.

## **C. HOST UNIT REIMBURSEMENT**

The host unit(s) shall be reimbursed for all authorized expenses incurred in the preparation for and operation of the Representative Assembly.

## **D. REPRESENTATIVE ASSEMBLY DELEGATE RESPONSIBILITIES**

1. To adopt and/or amend goals, policies, and programs.
2. To consider appeals concerning affiliations disapproved by the WEA Board.
3. To authorize appointed groups.
4. To receive and consider reports from appointed groups and Representative Assembly authorized appointed groups.
5. To adopt and/or amend the WEA Constitution, Bylaws, Assembly Rules and Adopted Procedures, New Resolutions, Continuing Resolutions, and New Business Items.
6. To elect and/or recall the WEA president, the WEA vice president, NEA State Directors, and at-large WEA Board Directors.

## **E. WEA RA RULES RESPONSIBILITIES**

### **1. Membership and Status**

- a. The WEA president shall appoint members to WEA Representative Assembly (RA) Rules.
- b. Members of the RA Rules shall be:
  - (1) the chair;
  - (2) the RA parliamentarian; and
  - (3) the RA assistant parliamentarian.
- c. Members of WEA RA Rules shall be ex-officio members of the WEA Convention Coordinating Group and WEA Convention Work Team.

### **2. Duties of the Chair of the RA Rules**

- a. Shall maintain the speaking order at the RA under the direction of the presiding officer, WEA president or designee, and the Assembly itself.
- b. Shall preside over RA Rules.

### **3. Duties of RA Rules**

- a. Consult with the WEA Convention Work Team regarding plans for RA as these plans are being made, with an effort to ease the implementation of the parliamentary rules of the RA.
- b. Prior to each WEA Representative Assembly:
  - (1) Review those parts of the delegate credential form, which pertain to the rules of the Assembly and to suggest desirable changes to the appropriate body.

- (2) Review the RA speaker recognition request form and suggest desirable changes to the appropriate body.
  - (3) Assist in the orientation of the RA sergeants-at-arms, floor microphone telephone monitors, platform telephone monitors, pages, and other RA personnel performing similar or related functions.
- c. During the WEA Representative Assembly:
- (1) Assist in the supervision of the RA sergeants-at-arms, floor microphone telephone monitors, platform telephone monitors, pages, and other RA personnel performing similar or related functions.
  - (2) Provide advice to delegates and officers as identified in the RA Standing Rules and on request by individual delegates.
- d. After the WEA Representative Assembly:
- Review the RA Standing Rules and, as needed, propose through prescribed channels such amendments to the RA Standing Rules as it deems beneficial to the orderly conduct of RA business.

**F. WEA REPRESENTATIVE ASSEMBLIES (BD-9/94)**

WEA Representative Assemblies shall be scheduled sometime during the period from the last weekend in March through the second weekend in May inclusive.

**G. WEA STATE CAUCUS MEETING RULES AT THE NEA REPRESENTATIVE ASSEMBLY (A-BD-11/97)**

**1. State Caucus Standing Rules and Adopted Procedures**

The Standing Rules and Adopted Procedures for the WEA Caucus at the NEA Representative Assembly are in effect from assembly to assembly.

**2. State Caucus Meetings**

- a. The WEA president shall prepare a caucus-meeting schedule for distribution to delegates.
- b. The state caucus shall hold three (3) meetings prior to the first business session of the NEA Representative Assembly.

**3. State Caucus Chair (WEA president)**

- a. The WEA president or authorized designee shall serve as spokesperson for the state caucus on the floor of the NEA Representative Assembly. Except when authorized, other members of the caucus may speak only as individuals on the floor of the NEA Representative Assembly.
- b. The WEA president shall appoint such officials as may be necessary to coordinate the activities and responsibilities of the state caucus.

**4. State Caucus Positions**

The positions taken or endorsements made by the WEA Representative Assembly or the WEA Board on candidates or issues to be voted on at the NEA Representative Assembly shall be considered advisory and not binding instructions for the state delegates.

**5. State Caucus Voting**

If a roll call vote of state delegations is called on the NEA Representative Assembly floor, the WEA president or designee shall be responsible for taking an accurate poll of delegates present at the time of the vote and transmitting a report to the appropriate authority.

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**VII. ONGOING POLICY OR POSITION STATEMENTS ADOPTED BY THE WEA BOARD WITH REGARD TO LEGISLATION AND/OR RULES OR REGULATIONS**

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**A. ACCOUNTABILITY AND RESPONSIBILITY (A-BD-02/14)**

The Washington Education Association recognizes that accountability requires shared responsibility by students, parents, educators, the community, schools, districts, states and the federal government. The WEA

knows the education system is most effective when all constituencies have access to and utilize accurate information to work together to ensure an optimal learning experience for every child.

1. The purpose of an accountability system is to align schools and students with the resources necessary to succeed.
2. WEA opposes the sole use of any single measure in making high-stakes decisions or judgments about the quality of schools and student achievement.
3. WEA acknowledges the necessity of reporting aggregate data for the purpose of national accountability requirements, but opposes the use of data associated with student performance for comparison of individual students, educators, classrooms, or schools.
4. WEA supports the focus on appropriate national, state, and local learning standards as a guide for instruction and learning.
5. The implementation and consequences of accountability systems in schools and districts must be locally bargained.
6. Successful student learning occurs when these conditions are in place:
  - a. ample funding;
  - b. appropriate time and opportunity for students to learn;
  - c. use of multiple measures to determine student growth;
  - d. small, manageable class sizes;
  - e. time for teacher and staff planning and collaboration;
  - f. sufficient staff and instructional and technological resources;
  - g. appropriate teaching assignments;
  - h. supportive and high quality leadership;
  - i. community and parent support and involvement;
  - j. appropriate support and wraparound services for the family;
  - k. high quality and timely professional development; and
  - l. compensation that will attract and retain professional employees.

#### **B. ALTERNATIVE K-12 CERTIFICATION (A-BD-11/97)**

WEA believes that any alternative K-12 certification plan for an initial certificate must contain these components:

1. pre-employment training by a university with practicum/internship;
2. work experience related to the subject area;
3. a bachelor's degree; and
4. approval by a peer advisory committee.

#### **C. ALTERNATIVE PRE K-12 COMPENSATION MODELS (A-BD-10/10)**

The Washington Education Association is committed to the single salary schedule structure as an equitable, objective, and fair method for determining base pay for Pre K-12 educators. WEA fundamentally believes in local control and local bargaining. The WEA also has specific criteria and expectations regarding any efforts to develop alternative compensation systems.

The WEA believes alternative compensation systems for certificated employees should meet the following criteria:

1. Consideration of an alternative compensation model first requires a professional level of compensation for school employees, which includes across the board pay increases and reflects the value, responsibilities, knowledge, and skills of certificated instructional staff and education support professionals.

2. The goal of any compensation system for certificated employees should be a starting salary of \$52,500 and a minimum top salary of \$105,000, adjusted annually from January 2010. All parts of compensation shall be pensionable.
3. Any alternative compensation system shall be subject to the local collective bargaining process.
4. The criteria used to determine whether educators receive the additional compensation should be clearly stated and subject to objective measurement.
5. The alternative compensation system should not directly or indirectly limit the number of those who are eligible for the additional compensation. There must be no quotas or caps.
6. The alternative compensation system must be fully funded with a dedicated funding source that is sustainable. The allocation of funds to provide the additional compensation should not prevent increases in basic compensation for all educators. The opportunity for alternative compensation must be available to all members of the bargaining unit.
7. Alternative compensation systems shall not impose limits on bargaining additional compensation from local funds.
8. The alternative compensation system shall be voluntary and should not diminish the professional status of those who do not receive the additional compensation, or in any way suggest that such educators are not qualified for the positions they hold.
9. Any move to a replacement Salary Allocation Model (SAM) or any variation on the SAM must hold current employees harmless; that is, no reduction in base salary and continued annual increases in basic compensation.
10. In order to attract and retain educators in particular certifications, the salaries of all educators should be increased. Because of the inherent inequities, WEA opposes systems that provide additional compensation in order to attract and retain educators in hard-to-recruit subject areas and ESA certificated positions.
11. Any system used to award alternative compensation should be separate and distinct from the annual school employee evaluation under state law.
12. Test scores will not be used as the determinate of educator pay. Student assessment may, however, be used as a basis to guide professional development and practice.
13. Locally-bargained financial incentives may be used to encourage educators with the requisite qualifications, particularly those who are already employed in the school district, to accept and/or continue employment in high-needs schools.
14. Education of students is a holistic experience delivered by all building staff, including both certificated staff and Education Support Professionals (ESPs). Any alternative compensation system should be open to everyone involved in the education of our students.

**D. ALTERNATIVE LEARNING EXPERIENCE DISTANCE LEARNING PROGRAM (A-BD-1/07)**

The WEA believes distance learning in an online format:

1. has potential to improve the quality of learning in Washington by providing greater access to courses and resources, particularly for individuals from remote regions of the state and for those who are unable to succeed in a standard school setting;
2. has potential to improve the quality of instruction by providing educators with new training, resources, and ideas;
3. is currently underutilized and has great potential for more widespread application in the state;
4. will expand dramatically in the future due to increasing sophistication of internet and other distance communication technologies;
5. will change the future of public education and become increasingly embedded in our system, both in standard school settings and on-line settings; and
6. can augment and enhance, but not replace, the mission of standard education.

To address oversight and accountability issues, the WEA believes:

1. much stronger state-level oversight needs to be in place. Current ALS rules allow any program to start functioning before obtaining regional accreditation;



2. the legislature should consider housing oversight and accountability duties with a new entity;
3. the state needs to ensure regional online accreditation processes meet rigorous standards; and
4. the legislature should commission a study by the Washington State Institute for Public Policy (WSIPP) of ALE distance learning programs created since 2005 to examine program quality, alignment with state standards, compliance with state rules, impact on student learning, and funding/resource issues, including profiteering.

To address instructor certification and credential issues, the WEA believes:

1. the state needs to establish rigorous standards for online instruction based upon current research and best practices;
2. all distance learning teachers should have a Washington state-approved teacher certificate, endorsement or certificate of completion that shows a demonstrated competency in online instruction. This requirement should be performance-based, allowing instructors to demonstrate their proficiency in multiple ways;
3. the state should ensure that the primary instructors in all programs are Washington-certified teachers, rather than parents, out-of-state instructors, software programs, etc. Having Washington-certified teachers as the “instructors of record” providing guidance to uncertified individuals providing instruction to students is not sufficient;
4. all distance learning instructors and contractors should meet the Washington State Code of Professional Conduct, complete a state approved Issues in Child Abuse course and pass a background check;
5. the Washington-certified teacher should have appropriate endorsements for courses instructed to meet state assignment policies; the Washington-certified teacher should also meet all ESEA Highly Qualified requirements for the subject(s) taught; and
6. the state should secure funding to provide training for current public school employees to become more adept at designing and instructing online courses.

To address issues of collective bargaining, the WEA believes:

1. all distance learning teachers need to be employees of the district within which the program is based and should have collective bargaining rights and provisions negotiated through the local association;
2. local associations should be engaged directly with the school district in determining how ALE rules are implemented;
3. associations might consider demanding to bargain with districts making board policy changes related to ALE rules (e.g. class sizes, student learning plans); and
4. no distance learning program should have authority to grant diplomas for students enrolled from other districts; local districts should maintain diploma-granting capacity.

To address content and course issues, the WEA believes:

1. the state needs to develop a quality control process for identifying, reviewing, evaluating and developing online courses;
2. where gaps exist in available course offerings, the state should provide resources to state education non-profit entities that utilize Washington-certified teachers to develop needed content and courses; and
3. rigorous and detailed standards need to be developed to evaluate and certify the quality of courses, course design, and resources used to ensure deep alignment with the EALRs and GLEs.

To address issues of equity and access, the WEA believes:

1. the state needs to identify technology as an essential and funded part of the basic educational infrastructure. The state needs to ensure the ‘digital divide’ does not marginalize students from different geographic and socioeconomic backgrounds from participation in distance learning;
2. distance learning instructors should meet IDEA highly qualified educator requirements, as would a special educator in a standard school setting; and
3. the state needs to ensure that distance learning courses and resources meet the diverse needs of all students.

The WEA also believes:

The state needs to monitor how distance learning programs are or are not meeting the needs of students with disabilities. Programs that are out of compliance with state and federal laws need to be identified and improved. Those remaining out of compliance need to be closed.

The WEA further believes:

Programs serving students with disabilities need to ensure that the direct services of a Washington-certified special education teacher are utilized in determining the individualized delivery of coursework in order to meet the requirements of specially designed instruction, evaluation of student performance, and in the selection of appropriate accommodations.

To address funding issues, the WEA believes:

1. for-profit, entities should not be selected as the primary instructional programs to deliver distance learning courses or in a contractor capacity. The privatization of public school services must be curtailed.
2. extensive work needs to be undertaken to determine a state funding system for distance learning that does not come from current education funding sources. This must be new money, not money reallocated from other funding sources;
3. differentiated funding scenarios need to be developed to anticipate a variety of online delivery options (e.g. taking a course with help from a teacher at school, taking courses entirely at home);
4. the state needs to provide additional resources to schools and districts to support students taking more than five courses; and
5. the state needs to ensure that schools are adequately funded so that technological resources and online education are available in all districts, for all students.

#### **E. ASSESSMENT (A-BD-11/97)**

1. The Northwest Regional Laboratory has documented that teachers in the training programs at universities have received little or no training in understanding and utilizing assessment techniques. WEA recommends that assessment be part of the training of every teacher as an integral part of subject matter and methods course work. Preservice, graduate, and in-service training must be funded if all staff are to employ quality assessment techniques in order to improve the quality of education for students in Washington State.
2. The Association supports the development of a variety of assessment alternatives. Examples might be portfolios, demonstrations, criterion-referenced tests, action research, and projects with particular attention to those that are curriculum driven. There should be a diversity of assessment models. When developing assessment models, current research should be reviewed. Such models should allow the teacher to use the appropriate measurement method recognizing students' learning styles and the subject matter that the students have been studying. It should be further recognized that good assessment is time consuming and that more time for teacher preparation and smaller class loads are essential to all alternative forms of assessment.
3. Classroom assessment should be curriculum-based and an integral part of the instructional process. The measurement tool, whether it be a project or a paper and pencil test, should measure the learning objectives, give accurate information about the depth and breadth of the learning achieved, and reflect the instructional strategies used to teach the content.
4. The state has a responsibility to identify essential learnings, but the curriculum to achieve these learnings should be defined at the local level. Assessment methods should be structured in ways that can be used to improve teaching. WEA recognizes the need to analyze the success of teachers and students and provide documentation methods which will help identify and quantify effective practices.
5. WEA supports the elimination of most standardized testing used today because neither the testing method nor the data collected contribute anything of value to the teaching/learning process.
6. Each student's classroom assessment program should be locally designed rather than state-imposed. Trained faculty should be responsible for design and implementation of a program that reflects local goals, curriculum content, and instructional strategies.
7. The implementation of assessment programs should be within the scope of collective bargaining. WEA opposes the use of student assessment programs for the purpose of evaluating faculty, academic programs, or schools.

8. Resources must be provided for staff training, the development of testing measures, and other locally identified needs for both students and staff. Teachers should prescribe for the learning needs of students and have the resources available to access those opportunities.
9. Assessment programs should be equitable, nonbiased, and sensitive to the ethnic, cultural, and economic diversity of the population. Such programs should not operate as barriers to exclude students from educational opportunities.
10. The educational community should recognize and be supported in opposing unethical, illegal, and otherwise inappropriate assessment methods and uses of assessment information.

In conclusion, it should be recognized that good assessment is time consuming and that more time for teacher preparation and smaller class loads are essential to alternative forms of assessment. Strategies need to respect and affirm diversity and avoid becoming only a measure of the ability to communicate Standard English. WEA believes that education employees can only be held accountable to the degree that they share the responsibility in educational decision making and to the degree that other parties who share this responsibility (legislators, other governmental officials, school board, administrators, parents/guardians, students, and taxpayers) are also held accountable.

#### **F. BINDING INTEREST ARBITRATION AND COLLECTIVE BARGAINING (A-BD-1/04)**

WEA believes that the present collective bargaining statute is performing satisfactorily and does not need to be changed. The Association also does not believe that the right to strike has been abused. There have been 12 strikes during the period 1994-2003 and three occurred in the last two years. This frequency indicates that local affiliates (over 350) are not looking to strike. We also know that a credible strike threat often brings about settlement because it places pressure on both parties to settle. Taking away the possibility of that seldom used pressure does not encourage settlement and may, in fact, delay settlement.

The Association further believes that any changes in the collective bargaining law should address the need for pressure points that encourage settlement. With this in mind, the Association believes that if some binding interest arbitration legislation is inevitable, then we should encourage changes that retain the right to strike, but allow for additional pressure on the parties to settle. To that end, the Association recommends the following minimums in the collective bargaining law, provided that the underlying problem of state underfunding of public education is resolved to the benefit of our members:

1. Specific timelines should be added to encourage movement toward settlement. The parties would be required to start bargaining no later than a date certain. The parties would be required to go to mediation a specified number of days after the initiation of bargaining. A specified number of mediation sessions would be required.
2. Pressure points should be added at various stages of the process to encourage movement toward settlement. For example, prior to mediation, the parties would be required to make public their proposals. If no settlement is reached through mediation, then the mediator would issue settlement recommendations to the parties and then after a short period of time, to the public.
3. After mediation, the parties could mutually agree to take the issues in dispute to binding arbitration.
4. The law would remain silent about the right to strike but would include specific relief if there is a strike or lockout and the court grants an injunction. For example, the court, as part of the injunctive relief, would be required to order the parties to binding interest arbitration. In addition, the court could order the school superintendent's contract be subject to a 90-day window within which the school board could fire the superintendent.
5. Any legislation must include a repeal of HB 166 and provide more capacity for school districts to raise money at the local level.

#### **G. CHARTER SCHOOLS (A-BD-06/19)**

The Washington Education Association (WEA) is committed to great public schools for all students. Washington public common schools\*, with a publicly elected school board and public oversight, effectively serve the students of Washington and create a solid and valuable foundation in every community. These schools offer our students equitable access for our students to transportation, resources, special services, instructional programs, and demographically represent the student populations in their service areas.

WEA is opposed to voucher programs and the privatization of Washington state public schools. This includes full opposition to all charter schools. Charter schools are not held to the same safeguards and high standards of accountability, transparency, and equity as are Washington public common schools. Charter schools divert money from our public common schools.

Public schools, including Innovative Public Schools, are a proactive and superior alternate to charter schools. They offer choices to communities that meet the needs of the students.

Washington State law allows for a limited number of “public charter schools”; WEA opposes any additional revenue to support their operations. Additionally, WEA opposes the utilization of any information, including student directory information from public schools and school districts, to contact families in order to undermine the trust in their neighborhood school or local school district.

\*“common schools” mean schools maintained at public expense in each school district and carrying on a program from kindergarten through the twelfth grade or any part thereof including vocational educational courses otherwise permitted by law. (RCW 28A.150.020)

## **H. CLOSING THE OPPORTUNITY/ACHIEVEMENT GAPS AND DROPOUT PREVENTION POLICY GUIDELINES (A-BD-5/12)**

The Washington Education Association actively pursues high quality educational opportunities for all students in our public schools. Ample funding of all public schools is essential, to ensure that all students have access to quality resources. Variation in student achievement among demographic groups is often due to disparate opportunities for students. Student success is inexorably linked to consistent school attendance, participation and family engagement. We also recognize:

1. Accountability in our schools is a shared and reciprocal responsibility among policymakers, community, parents/guardians, educators and students.
2. It is essential to attract and retain high quality educators as an integral element of great public schools.
3. The following opportunities increase the likelihood that students will remain engaged in their learning through graduation and beyond:
  - a. Early childhood education.
  - b. Full-day kindergarten.
  - c. Small class size for personalized learning and relationship development.
  - d. Literacy interventions.
  - e. Strategies and practices to increase positive student self-efficacy, resiliency, and opportunities for success.
  - f. Welcoming and supportive services connecting families to school.
  - g. School and staff reflect the diversity of the local community.
  - h. Certified school counselors and ESA professionals provide counseling and support services.
  - i. Expansive student-centered curriculum and experiences that are meaningful, engaging, and challenging.
  - j. Transportation allowing students to participate in all school activities.
  - k. Utilization of the expertise of educators and sound research-based strategies.
  - l. Mentoring for students and families.
  - m. Effective and appropriate use of Education Support Professionals (ESPs).
  - n. Collaboration among students, parents, staff and the community.
  - o. Varied resources, up to date technology, and culturally diverse materials.
4. Meaningful professional development and time to collaborate with colleagues is essential.
5. Effective use of varied and relevant data is necessary to implement appropriate interventions.
6. Widen the definition and recognition of student achievement to include the many ways students are successful in life.
7. Pathways to success must be accessible to all students.
8. Students may require extended time to graduate from high school.
9. Elements of the Collective Bargaining Agreement that potentially impact workload and compensation may include:
  - a. A wide variety of community services to support student needs;

- b. Expansion of graduation and promotion options;
  - c. School-wide incentives;
  - d. Staffing ratios; and
  - e. Extended and expanded learning opportunities.
10. Punitive measures based on student testing hinder the ability of students, staff, and the school community to thrive.

#### **I. CRIMINAL BACKGROUND CHECKS (A-BD-11/97)**

Public schools are meant to be safe places where students can learn and education employees can work in an atmosphere of caring, security, and hope. WEA is committed to programs and processes that ensure high professional standards and a safe environment for all of Washington's children. Criminal record checks meeting the following criteria are consistent with the WEA mission and goals and are important to achieving the appropriate balance for instilling the necessary confidence in the system for students and parents/guardians as well as protecting the privacy of the education employees who teach and work in our public schools:

1. **When:** There is always immense pressure to complete criminal record checks as soon as possible and to have decisions made quickly. To ensure that the best decisions are made, an atmosphere must be created to ensure that careful work is done.
2. **Appeal:** Decisions regarding certification and/or employment, resulting from criminal record check information, shall be made responsibly. The process must provide both certificated and classified individuals the right to a due process hearing procedure. The appeal process shall commence and conclude in a prompt fashion for the protection of both the employee and the school system.

The appeal procedure shall require consideration of the following factors:

- a. age and maturity at the time the criminal act was committed;
  - b. degree of culpability required for conviction and mitigating factors;
  - c. classification of crime and seriousness of harm to person or property;
  - d. criminal history and the likelihood that a crime will be repeated;
  - e. permissibility of service in a school setting within terms of probation or parole;
  - f. proximity or remoteness in time of the prior criminal conviction; and
  - g. evidence offered which would support good moral character and personal fitness.
3. **Frequency:** Background checks shall only be required one time. Any subsequent criminal record check would be required only as mandated by current law.
  4. **Right to Know:** Statute must require the Office of the Superintendent of Public Instruction to have written processes and procedures regarding an applicant's or employee's access and review of state agency files regarding criminal record check information.
  5. **Access to Agency Database:** The information included in the criminal record check database is sensitive as it relates to the business of the state agency, local school districts, educational service districts, and the personal business of the individuals involved. Access to the database and the information contained therein shall remain only with those processing the criminal record check for the requesting entity. Further disclosure of such information would violate the privacy of applicants and employees. No changes in the structure of the system shall be made that would ease access through other communication networks.
  6. **Financial Support:** The state shall fully fund this mandated program.

#### **J. ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) GOALS AND STRATEGIES (BD-11/02, A-BD-6/15)**

The WEA Board adopts the following goals and strategies in regard to the Elementary and Secondary Education Act (ESEA):

1. **Maintain and strengthen school employee rights and protections and prevent the requirement to use standardized student assessment results to evaluate the performance of individual school employees.** The strategies are:

- a. Continue to educate our members, our school districts, the legislature, and the public about the harms of linking student test scores to teacher evaluation; and
  - b. Strongly oppose any efforts by the legislature to tie student test scores to teacher evaluation.
  - c. Provide local associations with clear guidelines about what protections should be found in a collective bargaining agreement, including sample contract language.
2. Ensure that any state or federal accountability system include realistic, achievable standards. The strategies are:
    - a. lobby to add supports and resources, rather than punishment, for struggling schools;
    - b. focus attention on student growth rather than on an arbitrary achievement level; and
    - c. reframe accountability as shared responsibility, and outline the responsibility of the various constituencies.
  3. Eliminate any unfunded ESEA mandates. The strategies are:
    - a. publicize the true cost of ESEA; and
    - b. lobby the Washington Legislature against subsidizing ESEA with state and local funding.
  4. Diminish the reliance and emphasis on standardized testing and promote other indicators of student achievement. The strategies are:
    - a. verify the validity and reliability of any state/federally- required assessment;
    - b. delink standardized tests from high stakes decisions such as graduation; and
    - c. promote the expertise of educators in choosing appropriate curriculum and assessments for their specific students.
  5. Work to replace the punitive sanctions in ESEA with an accountability/shared responsibility system that advances opportunity and excellence for all students. The strategies are:
    - a. continue support for state focused assistance in areas of identified need;
    - b. advocate for a wide variety of quality school indicators to support learning and expose opportunity gaps; and
    - c. fight attempts to add further punitive sanctions.
  6. Work to ensure that the state's certification and renewal process in relation to ESEA is appropriate. The strategies are:
    - a. provide school employees financial assistance and support for meeting ESEA's highly qualified requirements; and
    - b. define all teachers certified prior to September 2005, with successful evaluations, as meeting the highly qualified teacher requirement.
  7. Organize WEA members and allies around the opportunities, problems and deadlines regarding ESEA, especially relating to reauthorization. The strategies are:
    - a. use all WEA communications vehicles;
    - b. develop and distribute flyers, question-and-answer documents, talking points and short articles for reproduction at the local level;
    - c. coordinate the communication messages with the NEA messages;
    - d. work with education organizations and community groups to support or oppose specific legislation and to seek adequate resources;
    - e. promote appropriate WEA member and staff involvement on OSPI task forces and work groups dealing with ESEA implementation; and
    - f. work with Washington's congressional delegation to inform them of the expected impacts of the ESEA and to lobby for necessary changes.

**K. EVALUATION GUIDELINES (BD-3/13)**

Washington Education Association asserts that a quality professional evaluation system should:

1. Be locally bargained.
2. Meet the unique needs of the district and allow for the professional discretion necessary to advance student learning.
3. Utilize a formative process that provides a continuum of growth for all educators throughout their careers.
4. Utilize multiple and varied criteria during the evaluation process.
5. Utilize evidence of professional performance that stems from an employee's existing practice, not evidence created solely for the purpose of the evaluation process which may add to the employee's workload.
6. Provide ongoing support in the development of educational practices for staff members throughout their careers.
7. Utilize highly trained, competent evaluators who are deemed proficient in evaluation through formal calibrations and on-going demonstrations of inter-rater reliability and agreement.
8. Provide funding and time for reflective conversations and professional discourse for educators involved in the evaluation process.
9. Appropriately appraise how the employee uses developmentally appropriate formative and summative student assessment data (classroom, school, district & state-based data) to inform instructional practice.
10. Not tie student assessment results or scores in employee evaluations.  
However, if federal laws, state laws, or grants require local districts to tie assessment results or scores to employee evaluation, it must be locally bargained.
11. Not include student, parent or community perception data tied to an evaluation system.
12. Not include incentives tied to an evaluation system.  
However, if there are incentives, they must be locally bargained, and if monetary, should be aligned with the WEA Alternative Compensation Policy.
13. Provide due process and assure equity for employees involved in the evaluation process
14. Be confidential  
However, if state or federal law requires that data related to employee evaluations be published it should be anonymous and be aggregated and not be used for ranking or comparative purposes.

**L. INCLUSION OF STUDENTS WITH DISABILITIES (BD-4/94)**

WEA believes that every student, through their participation in public education, should receive equitable educational benefit. In order to ensure an equitable education for all students, WEA fully supports the provision of a Free Appropriate Public Education to students with disabilities as defined in the Individuals with Disabilities Education Act and the Rehabilitation Act, Section 504, including:

1. The individual consideration of the unique needs and abilities of students with disabilities.
2. The provision of programs based upon the unique needs and abilities of the individual student with disabilities.
3. The provision of the full range of placement options so that each student with disabilities is provided the placement appropriate to their individual needs in the least restrictive environment.
4. The provision of the related services as needed by the individual students with disabilities.
5. The continuous evaluation/monitoring of the student's progress to ensure the provision of an appropriate education.

WEA does not support any policy that mandates the same placement, instruction, or treatment for all students regardless of their individual needs. WEA further believes that the provision of a Free Appropriate Public Education must be supported by:

1. The coordination of services by all public agencies and the communities they serve to ensure the inclusion of students with disabilities as full participants in society.

2. The full participation of all stakeholders in the decision making process throughout all levels of the educational system. Classroom teachers, special education personnel, educational staff associates (ESA), educational support personnel, parents/guardians, and administrators should be represented on all district and building level committees which make decisions affecting the utilization of resources and district policy regarding the distribution of resources and curriculum. The parents/guardians of students with disabilities need to be systematically included in these decision-making processes.
3. Substantial preservice and in-service training in the education of students with disabilities for all education employees.
4. Time provided to education employees within the workday to develop student programs and integrate service delivery, develop schedules for students, and meet with parents/guardians and support staff.
5. The review and revising of district policies and practices to ensure that accommodations are provided to students with disabilities.
6. The provision of resources by the district to the buildings that shall adequately support and maintain programs for students with disabilities and at the same time prevent disruption to the program for other students.
7. The reduction of class size and increased staffing ratios of special education personnel.
8. The full funding of special education by the state and federal governments.

**M. INNOVATIVE SCHOOLS POLICY GUIDELINES (BD-11/11)**

The Washington Education Association advocates for high quality schools that meet the unique needs of the students, district, and community. All public schools shall be amply funded, as all schools and students are in need of quality resources. Innovative Schools shall be given freedom to be creative in meeting student needs and shall address the following guidelines:

1. Innovative Schools shall be tuition-free public schools, and additional funding shall not supplant basic education funding or be competitively structured.
2. Innovative Schools shall be aligned with WEA policies (e.g., alternative compensation, alternative learning experience distance learning programs, certification, charter schools, evaluation, and priority schools).
3. Innovative Schools shall be governed by a locally-bargained Collective Bargaining Agreement (CBA) with flexibility to meet the needs of the school community; elements of the CBA, may include:
  - a. employment decisions, including assignment, transfer and vacancy agreements;
  - b. private partnerships and or private funding;
  - c. family compacts;
  - d. differentiated calendars and/or workday;
  - e. partnerships to provide wrap-around services;
  - f. artist and industry-specific staff members;
  - g. shared leadership models;
  - h. planning time;
  - i. differentiated state-level per pupil expenditures;
  - j. additional workload;
  - k. student contact time; or
  - l. school programs within other schools.
4. The goal of Innovative Schools shall be to promote student learning, eliminate opportunity and achievement gaps and positively impact student graduation rates.
5. Innovative Schools shall be open to all students, provide well-rounded education opportunities, be student-centered, culturally competent, and address the diverse needs of all students; they shall not have discriminatory or arbitrary entrance requirements.
6. The school community shall be involved in the decision-making process to determine the direction of school or program innovation.



7. Innovative Schools shall be governed by public oversight, including the locally elected school board(s), be operated as a non-profit, and subject to public disclosure.
8. Innovative Schools shall be held accountable to the same federal and state standards and assessments as other public schools.
9. Innovative School administrative and certificated staff must have current Washington State administrative, teaching and/or Educational Staff Associate (ESA) certification, and Education Support Professional (ESP) staff must meet the same requirements as ESP staff in other public schools. All staff must be provided job-specific professional development designed to meet the needs of the innovative school community and be an integral part of the school decision-making process.

**N. NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS (NBPTS) CERTIFICATION (BD-3/98)**

The WEA Board adopts the following position statements:

1. WEA, in keeping with its mission to make public education the best it can be for students, staff, and communities, is committed to raising teacher standards and to supporting the efforts of our members as they demonstrate excellence in teaching. The National Board for Professional Teaching Standards (NBPTS) presents WEA with new opportunities to advance the profession and to endorse a successful means of professional development. WEA supports the NBPTS certification process and encourages its members to seek National Board certification.
2. We believe that National Board Certification should remain a voluntary process. It should not be used as a criterion for continuing employment, state certification, renewal of state certification, evaluation, dismissal, or promotion. No teacher should be negatively impacted by choosing not to participate.
3. We believe that teachers who have achieved National Board Certification should be recognized for their teaching excellence. Additional state funding should be built into the state allocation model to provide the opportunity for financial incentives for National Board certified teachers, subject to the local bargaining process. However, any financial incentives should not supplant regular salary increases for all teachers.
4. WEA supports the periodic evaluation of National Board Certification to ascertain whether cultural, economic, gender, racial, or age bias is created by the requirements for certification.

**O. PARAEDUCATOR CERTIFICATIONS (A-BD-6/17)**

WEA supports a permanent role in the public schools for paraeducators through strong and stable funding, improved opportunities for career development and advancement, and pay standards commensurate with responsibilities, experience, and training.

WEA recognizes the important role of paraeducators in supporting and enhancing instruction for students and believes that clearly defined roles and responsibilities will ensure that paraeducators are supporting and assisting certificated staff, rather than replacing them.

WEA believes that any paraeducator certification program must meet the following criteria:

1. be administered at the state or ESD level;
2. require that administrative costs shall be funded at the state or ESD level;
3. allocate sufficient resources from the state to school districts and training institutions to implement certifications;
4. be developed with the participation of paraeducators and certificated staff who work with paraeducators;
5. be recognized by all school districts in the state;
6. provide for an initial certifications for entry level positions with minimum requirements, including a high school diploma or G.E.D.;
7. require that districts and/or ESDs annually provide a reasonable amount of job related in-service training for paraeducators to maintain their current certification levels;
8. provide equitable access to the certification process across the state at convenient times and locations and reasonable cost;
9. offer multiple pathways to certification through community college or university programs, apprenticeship programs, in-service training, demonstration of competency, experience, or a combination of the above;

10. offer reduced tuition at community colleges to paraeducators participating in a statewide certification program for the first three years that the program is available;
11. provide for additional levels of certification that recognize advanced training and/or experience necessary for positions with increased responsibilities;
12. provide specific standards of competency, education, in-service training, and/or experience for each level of certification, as well as differentiated levels of responsibility and compensation;
13. provide equitable access to training opportunities for advanced certifications across the state at convenient times and locations and at reasonable cost, including such options as distance learning, video courses, and training via the Internet;
14. "hold harmless" currently employed paraeducators so they continue at the same level of assignment and provide incentives for them to obtain an appropriate certification; and
15. provide equal access for all regardless of minority, racial, or ethnic group.

**P. PARAEDUCATOR EVALUATION SYSTEM POLICY (BD-6/17)**

Paraeducator Evaluation

The primary purpose of a paraeducator evaluation system shall be to improve practice through a focus on growth. The evaluation system is to be implemented in good faith and characterized by mutual respect that includes:

1. an evaluation system that is meaningful, helpful, and objective;
2. an evaluation system that recognizes accomplishments and encourages improvements in skills, techniques, and abilities by identifying areas needing improvement with support for professional growth;
3. an evaluation system that promotes respect in the evaluation process by the persons conducting the evaluations, and the persons subject to the evaluations, through recognizing the importance of objective standards and minimizing subjectivity; and,
4. an evaluation system that is locally bargained and maintained through collaboration.

**Q. PRIORITY SCHOOLS (BD-10/10)**

The Washington Education Association advocates for high quality schools for every student. Recognizing that schools face various challenges, the WEA supports assistance for Priority Schools, with the following criteria:

1. All public schools should be amply funded, as all schools and students are in need of quality resources.
2. Funding and assistance of Priority Schools should not be competitively structured.
3. Schools that are identified by state or federal intervention should receive sufficient funding and other additional assistance; any revitalization associated with the funds must be subject to local bargaining and be research-driven.
4. Identification of Priority Schools should be based on multiple indicators.
5. Schools with factors that are highly correlated with Priority Schools – large ELL populations, great number of student living in poverty, and significant number of Special Education students – should be given resources to assist the specific populations.
6. Options for revitalization of Priority Schools should consist of a wide variety of possibilities, and should not be punitive in nature. When choosing the method for revitalization, educators must be part of the decision-making process to promote innovative solutions, including curricular and program development.
7. Staff members in Priority Schools require time within the day to plan and collaborate. Time needed beyond the school day, as determined by the educators, must be bargained and compensated.
8. The climate of the school is crucial for success. Resources should be allotted to create and nurture a collaborative environment. Leadership is a critical element of climate; therefore, staff should be involved in the leadership selection process.
9. Incentives offered must be locally bargained. Incentives, if monetary, should align with the WEA Alternative Compensation Policy.
10. Community and family engagement are critical elements and necessary for success.
11. Accountability for revitalization must be shared by all stakeholders, including staff, family, students, and district, state, and federal level decision makers.

12. An analysis of the use and success of funds and revitalization strategies should be conducted at the conclusion of the development period.
13. Successful revitalization methods and strategies require sustained funding and assistance beyond the initial development period, as persistent change does not occur in predictable time periods.

**R. PROFESSIONAL CERTIFICATION (BD-09/02)**

The Washington Education Association recommends that:

1. To work as intended, the professional certificate process needs knowledgeable, trained people who have time to work on up to 3,000 professional growth teams each year. The state needs to provide funding for district personnel impacted by the professional certification program—the district representatives and teacher advocates. An appropriate model would be the state’s mentor teacher program funded at a minimum of \$1,500 per candidate.

Possible revenue sources could be current certification fees or a new professional certification fee to offset the costs of these services.

2. The state should provide training opportunities for the teacher advocate members of the professional growth teams. This training could be delivered in a format similar to that provided for mentor teachers, but it needs to cover different material because the responsibilities of teacher advocates are fundamentally different from mentor teachers.
3. The State Board of Education should require districts to identify an individual who is responsible for the professional certification process. The state needs to provide funding to support this position. Alternatively, ESD’s could provide this service to rural districts. This position would have the following responsibilities:
  - a. keep current with program requirements from the state;
  - b. be the contact person for university faculty;
  - c. provide information to professional certificate candidates about program options;
  - d. know who is available to be district representatives for the professional growth teams and who is trained to provide support; and
  - e. have information about district resources available to candidates.
4. The State Board of Education should specify that district representatives to the professional growth teams must be non-evaluative personnel. Not only are principals too busy to take on this additional responsibility, but teacher candidates may not be willing to assess their weaknesses openly and honestly with a professional growth team that includes the candidate’s evaluator.
5. The State Board of Education needs to create a model job description for the district representative so there is a clear understanding among the district, the university, and the teacher candidate about the district representative’s responsibilities. Without such a job description, the level of support for candidates will vary greatly from district to district, and some candidates will suffer a great disadvantage.
6. The State Board of Education needs to assure the alignment of the residency certificate criteria to the professional certificate criteria.
7. The State Board of Education must set performance standards and create scoring rubrics for each of the 17 criteria, to be used by all universities. The State Board should provide quantitative and qualitative guidance on what the evidence of meeting standards needs to look like—how much is necessary, in what kind of format, etc. Using the WASL process as a guide, the state should also provide annotated models of “meeting standards” for use by universities, districts, and candidates. Likewise, the scoring rubrics from the National Board for Professional Teaching Standards (NBPTS) are a good model to follow.
 

WEA understands that this will require a substantial investment on the part of the state. Just as OSPI has spent years developing performance standards for the EALRs, scoring rubrics, and annotated models of acceptable performance, the same level of care must be used for a system that will allow or deny individuals the right to continue teaching. Title II funds could be used for these purposes.
8. The State Board of Education needs to determine whether the scoring system will be conjunctive (the candidate must meet standard in all 17 areas) or compensatory (the average of all areas meets standard) so that a consistent system is used by all universities.
9. The state needs to assure access to candidates in all parts of the state by supporting the development of on-line classes to meet the professional certification requirements.

10. OSPI or the State Board of Education needs to designate one person who is responsible for professional certification issues and dedicated to communicating with districts, universities, and candidates about this program.
11. The State Board of Education needs to remove the disincentive for out-of-state teachers by clarifying the option of achieving the professional certificate with the pre-assessment seminar only. The ambiguity of the requirements for out-of-state teachers will also be removed by completing the work in Recommendation #7 above. This will help to relieve the recruitment and retention of out-of-state teachers, which is especially important since about one-third of all new certificates are granted each year to teachers from other states.
12. The state should provide districts with an allocation of funds that could be used to enhance salaries of teachers who achieve the professional certificate.
13. The following are suggestions for program delivery:
  - a. That universities develop Master's degree programs that incorporate the professional certificate program. Completing classes would result in meeting the standards for the 17 criteria. This will insure that the process is rigorous, well-supported, and not just a check-off system.
  - b. Create a system to provide credits that recognize the amount of work involved in obtaining a professional certificate. For instance, continue with the 12 to 15 credit professional certificate program as currently envisioned, plus ten independent study credits for the time required to collect evidence of meeting standards.
  - c. School districts offer their own training for the middle of the professional certificate program within the university "shell" of the pre- and post-assessment seminars. The university would retain the responsibility of determining whether a candidate has met standards.
  - d. ESDs assign personnel to serve as the "district representative" for smaller districts. ESDs could also hire professional certificate coaches or create other support programs such as facilitators who work regionally with cohorts of candidates.

#### **S. RESPONSIBLE BLOGGING (BD-03/07)**

Blogging is an increasingly popular method for people to express their thoughts and opinions. However, in a professional setting, it is especially important for the blogger to understand the nature of liability for online postings. This statement puts forth the Policy for Responsible Blogging, as follows:

1. Bloggers are personally responsible for postings.
 

What is written online will be available to anyone with internet access. Bloggers should protect themselves and others. The union is not responsible or liable for bloggers' postings.
2. Disclaimers should be used and bloggers should identify themselves.
 

A disclaimer such as, "The postings on this blog are my own and do not represent the views or opinions of my union or fellow union member," makes it clear that the blogger is not speaking on behalf of the union.
3. Don't insult people.
 

Personal attacks against a person's professional competence or character (co-worker, principal, superintendent, etc.) may amount to defamation and result in a personal lawsuit.
4. Use good judgment.
 

Posting sexually harassing, vulgar, lewd, or obscene remarks or material is strictly prohibited and may result in a personal lawsuit and/or disciplinary action.
5. Be respectful of the audience.
 

Having opinions is not only okay, it's encouraged. Insulting a person or persons based on race, ethnicity, sex, marital status, political beliefs, gender, religion, disability, sexual orientation, gender identity, or military service is not.
6. Respect copyrighted material.
 

Cite it and link to the original material. Copyright infringement can be costly.
7. Provide information and perspective.
 

Use accurate information, correct mistakes, and don't alter previous posts without so indicating.

8. Don't spread rumors.  
Be factual.
9. Don't tell secrets.  
If it's confidential, keep it that way.

#### **T. SCHOOL CHOICE (BD-10/89)**

WEA believes that quality education must be available to every student and available in every public school. Meaningful educational restructuring, which may include public school choice, can take place only when education employees, parents/guardians, and community members work together to restructure schools and secure sufficient funding and support to meet the highest standards and the needs of local students and communities.

If restructuring public education includes the concept of public school choice, such a policy must meet the following criteria:

1. Every choice plan should state its purpose and intended outcomes at the outset.
2. The plan should be designed primarily to improve the quality of instructional and educational programs in the public school. The plan should be designed to prevent recruitment of students for athletic, extracurricular, or academic purposes or recruitment for fiscal resource reasons.
3. The plan should promote equal educational opportunity for all students, and should operate in ways that facilitate better racial, ethnic, and socioeconomic balances in the public schools.
4. The plan should be legal, constitutional, and in full compliance with court decisions and with federal, state, and local mandates.
5. The plan should provide adequate resources to ensure quality education programs for every student including those in geographically isolated schools and those in schools adversely affected by enrollment loss.
6. The plan should strengthen decentralization and local control, as well as public accountability.
7. The plan should in no way lead to the privatization of public schools.
8. The plan should be consistent with and support existing collective bargaining procedures between education employees and school governance. It should also safeguard transfer and other contractual or constitutional rights.
9. The plan should not impose administrative burdens on the teaching staff or additional regulatory requirements for school districts.
10. The plan should strengthen collaborative and cooperative efforts within and among schools.
11. The plan should be based on the needs and input of students, parents/guardians, the school staff, and the community at large.
12. The plan should provide access to transportation for all students.
13. The plan should provide the resources and information necessary to ensure that every parent/guardian/caregiver understands and is able to gain access to the choices available.
14. The plan should include measures that truly empower parents/guardians, educators, and others in the community in the quest for improved community-based schools.
15. The plan should carefully spell out the roles and responsibilities of governmental officials, parents/guardians, educators, and the community in the development, implementation, and evaluation of any program.
16. The plan should enable building staff to operate in a collegial, cooperative effort.

#### **U. STATE ALLOCATION SALARY MODEL (BD-4/88)**

WEA recommends that local affiliates do not adopt the State Allocation Model as their salary schedule because:

1. WEA advocates free and open collective bargaining, a goal adopted by the 1988 Representative Assembly.
2. The State Allocation Model restricts free and open collective bargaining at the local level.

3. The Legislature can change the State Allocation Model at any time or in any way.
4. The State Allocation Model was not intended to be a local salary schedule, rather it was put into place to control the State's salary costs.
5. The State Allocation Model, if adopted as a local schedule, has the potential to adversely affect some members.
6. The State Allocation Model does not recognize all college credits or in-service earned before September 1, 1987, and it has special rules that limit the way years of experience, college credits, and clock hours earned are recognized.
7. Adoption of this State Allocation Model as a salary schedule weakens the ability to bargain gains in all areas for all members.
8. Local adoption of the State Allocation Model will cause divisiveness among members, which allows the local board and the legislature to further frustrate needed salary increases.

WEA also recommends that:

1. All local leaders, especially local presidents and bargaining teams, review this packet of information in detail.
2. If a local has not adopted the State Allocation Model, do not adopt it.
3. If a local has adopted the State Allocation Model, consider bargaining a return to a local schedule more representative of every member's salary needs, not just those impacted by the State Allocation Model.
4. All locals continue to bargain local dollars under TRI provisions to enhance salary payments for all members.
5. Local leaders contact their UniServ staff regarding specific strategies relating to bargaining salary schedules at the local level.
6. Local bargainers attend UniServ Council, regional, and WEA bargaining training sessions.

#### **V. STATE FUNDING FORMULAS (BD-12/90)**

WEA believes in the following as a conceptual basis for restructuring the funding of education in Washington:

1. Adoption of a new student-need driven funding formula.
2. Elimination of the levy lid allowing communities to raise whatever support they choose for enhancing the educational program of their district.
3. Raising levy equalization to twenty percent (20%) from the current ten percent (10%) would ensure that property-poor districts would receive additional state money as a result of their efforts to raise local levies.

#### **W. TAX REFORM PRINCIPLES (BD-06/02)**

The tax system in Washington should be accountable to the people of Washington State by adhering to the following principles.

The tax system should:

1. be fair;
2. be a system in which people and businesses with higher income/profit pay at least as high a percentage of their income as people/businesses with moderate and lower incomes;
3. provide a more stable stream of revenue during times of economic growth and during times of economic recession;
4. provide sufficient revenue to promote a healthy economy and to meet the public needs of our state; including education, health and human services;
5. use tax revenue in a manner clearly understandable to the people of Washington; and
6. be easy to comply with and easy to administer.

#### **X. TEACHER, EDUCATION STAFF ASSOCIATE (ESAs) AND CTE CERTIFICATION POLICY (BD-6/17)**

The Washington Education Association knows that every teacher, education staff associate and CTE position in Washington's public schools should have a certificated educator to ensure an equitable, high-quality education for the students in Washington WEA will advocate for/that:

**Pre-Service/Licensure**

1. Alternate certification pathways retain the essential components of #3 and #5 (below);
2. Creation of tracks to certification within and among school-system job classifications;
3. The licensure system must not replace the college degree or equivalent experience;
4. A system that attracts and retains educators of color; encourages development of local and state education mentor programs for potential educator in the P-20 system;
5. The licensure system must be bias-free, educator-driven, easily understood, practical, realistic, be attainable at reasonable or no cost with an appropriate workload;

**Certification/Second Tier Licensure**

6. The certification system must be bias-free, educator driven, easily understood, practical, realistic, be attainable at reasonable or no cost with an appropriate workload;
7. The certification system shall be aligned with but separate from the evaluation system, and will protect certification as an individual educator's property right;
8. The state to provide reasonable resources and supports that assist the process and value the completion;
9. Locals to be able to bargain resources, supports, and mentorships for those participating in certification programs;
10. Opportunities to pursue areas of passion and need within the second tier certification system;

**Professional Growth/Certification Renewal**

11. Opportunities to pursue areas of passion and need within the certification renewal system;
12. National Board certification should be an optional process to enhance one's professional experience;
13. WEA educator leaders will support and monitor the process, and WEA will continue to be seen as a leader in professional practice and development.

**Y. WASHINGTON ASSESSMENT ON STUDENT LEARNING (WASL) (BD-03/01)**

1. WEA opposes the imposition of any accountability system with sanctions or negative consequences unless the state provides the resources to all districts and schools to insure that all students have had the opportunity to learn the essential academic learning requirements. These resources include:
  - a. safe and effective facilities;
  - b. teachers who are assigned only classes for which they are qualified to teach;
  - c. small class sizes;
  - d. community resources that assure students come to school ready to learn;
  - e. professional development for staff; and
  - f. extended learning opportunities for those students who need them.
2. WEA opposes laws and policies that tie significant consequences solely to scores on the WASL.
3. WEA supports the WASL as an assessment only for system accountability for program evaluation at state, district, and school levels, as originally designed.
4. WEA opposes the use of the WASL to certify individual achievement because it has not been determined to be valid and reliable for those purposes.
5. WEA supports the evaluation of the current WASL "cut scores" because they have been set at a level that has severe implications for schools and students.
6. WEA supports the inclusion of the error of measurement when reporting and discussing WASL scores.
7. WEA supports prioritizing the EALRs within each discipline and reducing the number assessed on the WASL.

8. WEA supports individual and collective rights of employees throughout the design or implementation of an accountability system.

## **Z. WRAPAROUND SERVICES/COMMUNITY PARTNERSHIPS POLICY GUIDELINES (A-BD-02/13)**

The Washington Education Association defines wraparound services, in the context of an amply funded system of public education, as intervention services that support the core mission of learning by addressing student needs. They include the delivery of individualized and unconditional services to advance positive outcomes for all public school students. The WEA believes students and their families need access to coordinated, systemic, consistent wraparound services as part of the larger public education system.

1. As professionals working directly with students, public school educators recognize the needs of students and families and advocate for appropriate services. Necessary wraparound services should be free/affordable, and may include options, such as:
  - a. Before and after school care;
  - b. Pre-kindergarten learning;
  - c. Dental care;
  - d. Medical care;
  - e. Mental health care;
  - f. Adult education courses, for example, parenting, language acquisition, and technology;
  - g. Transition and re-entry programs;
  - h. Programs providing food, clothing, shelter, school supplies, technology, etc.
2. An amply-funded education system includes school services that are available to every student. Bargaining language is essential to ensure that district staff be utilized appropriately. When these services cannot be provided by district employees, use of outside services, such as the following, should be bargained:
  - a. Medical and mental health services;
  - b. Certified counseling and ESA services;
  - c. Mentoring and extended tutoring support;
  - d. District liaisons to work directly with families;
  - e. Regular and appropriate access to interpreter services;
3. Access to public services and opportunities should be intentionally coordinated, such as:
  - a. Public library services;
  - b. Public transportation;
  - c. Low cost housing;
  - d. Child care;
  - e. Health services management;
  - f. Food bank use;
4. Information about how to help students and families access available wraparound services should be provided to school staff.
5. Wraparound services should be offered in accessible locations both on and off campuses. Facilities planning should consider space for wraparound services. Use of school facilities for wraparound services should be negotiated to minimize disruptions to teaching and learning.
6. Districts and schools should work with policymakers, community members, and school stakeholders to ensure that students and their families receive access to wraparound services.
7. All providers of wraparound services should be thoroughly vetted.
8. Financial resources for wraparound services should not supplant ample funding for schools.