

THE  
**Constitution**  
& **Bylaws**  
OF THE



**SHAKOPEE  
EDUCATION  
ASSOCIATION**

**CONSTITUTIONAL REVISIONS**

**Last Revision** January 2015

**Revision Author** Dale J. Anderson, SEA President

**Approved & Recommended by** SEA Executive Board

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# *The Constitution of the Shakopee Education Association*

## **PREAMBLE**

We, the members of the Shakopee Education Association (SEA), Education Minnesota, National Education Association (NEA), and the American Federation of Teachers (AFT), believing that the active participation of non-supervisory licensed education personnel in the development of policy is essential for sound education in a democratic society, have joined together, as herein defined in this Constitution and Bylaws, for the purpose of exerting a collective and positive influence on education in Independent School District No. 720, Shakopee Public Schools.

Shakopee Education Association shall provide a united voice for public education, leadership in education innovation, dedication to Minnesota students and families, and an unwavering commitment to the welfare of our members.

Shakopee Education Association shall be a local organization that provides unstinting professional service to its members by building and maintaining a strong, effective local and by promoting instructional advocacy. Shakopee Education Association shall be committed to democracy in the workplace and within the organization.

If any of the provisions of this Constitution and Bylaws conflict or violate the Constitution and Bylaws of Education Minnesota, NEA or AFT, the provisions of the states and national organizations shall supersede those contained herein.

**ARTICLE I**  
**Name of Local Association**

The name of this organization shall be the Shakopee Education Association.

**ARTICLE II**  
**Affiliations**

The Shakopee Education Association is affiliated with Education Minnesota, the American Federation of Teachers, and the National Education Association in accordance with the provisions of the constitution and bylaws of these bodies. Individuals will be members of Education Minnesota, the American Federation of Teachers, and the National Education Association.

**ARTICLE III**  
**Membership**

Membership in the Shakopee Education Association shall be in accordance with the constitution and bylaws of Education Minnesota, NEA, and AFT. The membership year shall be September 1 through August 31. No one shall hold office in the Shakopee Education Association who is not an active member of Education Minnesota, NEA, and AFT.

**ARTICLE IV**  
**Governance Structure**

The governance structure of the Shakopee Education Association shall include the following:

- Section 1.** An Executive Board which shall meet monthly throughout the school year.
- Section 2.** Officers that shall include a President, a Secretary/Webmaster, and a Treasurer/Membership Chair.

**ARTICLE V**  
**Amending Procedure**

An amendment to this constitution may be introduced at any regular meeting of the Executive Board, to be acted upon at the next Association meeting. A copy of the proposed amendment, together with the recommendations of the Executive Board shall be sent to each member of the association, after which it shall be submitted to a vote of the membership at the next Association meeting. A two-thirds majority of those voting is required to adopt the proposed amendment.

**ARTICLE VI**  
**Member Discipline Provisions**

- Section 1.** Disciplinary action, in the form of censure, suspension, or permanent expulsion, shall not be taken against any member except for cause. Cause shall relate to conduct prejudicial to the purposes of the Association, which may include any one or more of the following:
- Subd. 1.** Failure to remain a member in good standing with Education Minnesota, NEA, or AFT.
  - Subd. 2.** Substantial violation of the Code of Ethics of the Board of Teaching or other licensing agency.
  - Subd. 3.** Violation of a local policy in crisis situations affecting the entire school district.
  - Subd. 4.** Other good and sufficient cause whereby the conduct of the member would be prejudicial to the purposes of the Association.
- Section 2.** Such action shall be initiated by a complaint of a majority of the Executive Board, with written notice to the member of the proposed action to be taken and the reasons thereof. Such notice shall also include the statement that the member has ten (10) calendar days in which to request a hearing before the Association's Executive Board, or a special local discipline committee, at which the member is entitled to a representative of his/her choice to answer the charges and examine those making them.
- Section 3.** The hearing will be public or private at the choice of the member being disciplined, and the decision, by a simple majority, shall be communicated, in writing, to the member, accompanied by a memorandum of findings of fact, within ten (10) days of the close of the hearing. A tie vote shall indicate no action will be taken.
- Section 4.** Any member censured, suspended, or expelled under these provisions shall have the right of appeal to the full membership, within ten (10) days of the receipt of the decision. The appeal hearing shall be presided over by the local president who shall grant a procedure which includes witnesses and right of cross-examination. A quorum shall be present. The decision shall be made by secret ballot with a simple majority of membership present and voting. In the case of a tie, with the president voting, no action will be taken.
- Section 5.** Action to expel or suspend shall be communicated to Education Minnesota.
- Section 6.** A member who is expelled or suspended from membership in the Association shall have the right of appeal to the Education Minnesota Governing Board in accordance with such policies and procedures as the Board may adopt.
- Section 7.** Appeal to the AFT and NEA shall be governed by the policies and procedures of said organizations.

**Section 8.** Lawsuits. No person shall initiate a civil action suit or proceeding in any court against the Association or any of its officers, members, or employees on account of any discipline unless such person has exhausted the remedies of hearing and appeal as provided in this Constitution.

## **ARTICLE VII Contract Ratification**

**Section 1.** The ratification of the Master Contract between the Association and the school district shall take place at a time and location designated by the Executive Board. The vote shall be conducted by secret ballot and all members of the bargaining unit have the right to vote. A majority of those voting is necessary to approve the contract.

**Section 2.** If contract ratification takes place while teachers are involved in a strike, all members of the bargaining unit who participate in the strike shall be eligible to vote on the proposed master contract.

**Section 3.** If a tentative agreement is reached at a time when school is not in session, the new contract presentation and ratification will defer until school resumes.

## **ARTICLE VIII Absentee Votes**

Absentee votes will be allowed to members of the bargaining unit under the following stipulations:

**Section 1.** Absentee votes will be allowed for the reason of contractual obligations to Independent School District #720.

**Section 2.** Absentee votes are limited specifically to contract ratification and strike authorization.

**Section 3.** Absentee votes must be cast by the member's building representative only.

## **ARTICLE IX Strike Authorization Vote**

**Section 1.** A strike authorization vote shall take place at a regular or special meeting of the association. All members of the bargaining unit shall be eligible to vote.

**Section 2.** A strike authorization vote requires a voting quorum of at least a majority of the bargaining unit and at least a 75% approval of those voting to be adopted. A strike authorization vote shall be conducted by a secret written ballot.



- Section 3.** A successful strike authorization vote empowers the SEA Executive Board to determine when to call a legal strike and to file the necessary legal forms to activate the right to strike.
- Section 4.** Absentee ballots will be allowed only for the reason of contractual obligations to Independent School District #720. Absentee ballots must be submitted in advance to the voter's building representative who will cast them at the time of actual voting.

# *Bylaws of the Shakopee Education Association*

## **ARTICLE I Parliamentary Authority**

Robert's Rules of Order, Newly Revised, shall be the authority on all questions of procedure not specifically described in this Constitution and Bylaws.

## **ARTICLE II Meetings**

- Section 1.** Annually, there shall be at least one general meeting of this association within the first six weeks of the new school year. The place, date and time of meetings shall be determined by the Executive Board which shall notify the membership at least one week prior to the meeting.
- Section 2.** Special meetings of the association shall be held at the call of the president or by simple majority vote of the Executive Board or by petition duly signed by 20% of its members. The president shall notify and provide an agenda to the membership at least forty-eight hours before special meetings.
- Section 3.** A quorum shall consist of ten percent (10%) of the total voting membership for the conduct of the association business at a duly called meeting.

## **ARTICLE III Powers of General Membership (Dues and Budget)**

- Section 1.** State and national dues will be assessed in accordance with the dues categories and policies of Education Minnesota, AFT, and NEA.
- Section 2.** Local membership dues shall be determined by the Shakopee Education Association in the following manner:
- Subd. 1.** The Association shall determine annual dues by a simple majority vote at a regular meeting when notice has been given for such consideration.
  - Subd. 2.** Members shall pay unified annual dues which shall include membership in the Shakopee Education Association (SEA), Education Minnesota

(EdMN), the National Education Association (NEA), and the American Federation of Teachers (AFT).

**Subd. 3.** Members shall pay their dues through payroll deduction.

**Section 3.** The budget of the Shakopee Education Association shall be determined in the following manner:

**Subd. 1.** A preliminary budget for the next school year shall be developed by the president and treasurer and submitted to the Executive Board at the April meeting of said Board.

**Subd. 2.** The approved budget must then be submitted to the membership at the annual fall general membership meeting. A quorum must be present to approve the budget. A simple majority will required to approve the budget.

**Section 4.** No net earnings shall inure to the benefit of any member.

## **ARTICLE IV**

### **Elections**

**Section 1.** Election Procedures: All elections shall be governed by applicable state and federal laws:

**Subd. 1.** Each member must receive at least 15 days notice of the procedures and deadlines to file as a candidate for the election and the date, time, and place of the election.

**Subd. 2.** Every member must have a fair and equal opportunity to participate in the election without unreasonable impediments.

**Subd. 3.** Voting must be by secret ballot.

**Subd. 4.** In a contested election, candidates must be allowed to station observers at the polling places.

**Subd. 5.** Representatives of the competing candidates should be allowed to observe, but not actually participate in, the counting of ballots.

**Subd. 6.** The used, unused, and challenged ballots; the envelopes used to return the ballots; and other documents related to the election should be safely stored for one year in case there is a challenge to the election.

**Subd. 7.** No union funds may be used to support any candidate.

**Subd. 8.** The union should comply with reasonable requests to distribute campaign literature at the candidate's expense.

**Subd. 9.** Candidates have the right to inspect the membership list once within 30 days prior to the election. No candidate can have preferential access to the list.

**Subd. 10.** There shall be an open nomination process for all elections.

**Subd. 11.** If there is only one candidate for a position, the election for the position may be waived and the candidate declared elected. In order to waive such an election, a reasonable period of time must have been provided for nominations and there shall be no provision allowed for write-in votes for any election.

**Section 2.** Shakopee Education Association election procedures are as follows:

**Subd. 1.** The Executive Board shall serve as the nominating and election committee for the Association.

**Subd. 2.** The officers shall be elected by written, secret ballot at the general membership meeting of the Association held in March of each even-numbered year.

**Subd. 3.** A simple majority of votes cast shall be necessary to elect a member to office.

**Subd. 4.** Officers shall serve a term of two years which shall begin with the first teacher contract day of even-numbered years. Vacancies which occur in any of the offices subsequent to the biannual election shall be filled through appointment by the Executive Board.

## **ARTICLE V**

### **Qualifications, Powers, and Duties of Officers**

**Section 1.** The single qualification for officers is that they shall be active members of the Shakopee Education Association, Education Minnesota, NEA, and AFT.

**Section 2.** The powers and duties of the officers shall be as follows:

**Subd. 1.** President

- Serves as the official representative of the Association
- Serves the Executive Board by...
  - Setting the agenda and conducts facilitating all meetings of the Association and Executive Board
  - Handling the official correspondence for the Association
  - Conducting research and recommending positions, strategies, and actions to the Executive Board
  - Creating, maintaining, and updating policies, procedures, forms, and other materials as needed

- Clarifying for members the difference between contractual and other types of issues
- Working with the Treasurer to complete and submit the annual audit report to the Executive Board, the membership, and Education Minnesota
- Acting as a co-signer on all Association checks
- Visiting each member site in the District at least quarterly during the school year to provide members with an opportunity to share their questions and concerns
- Acting as an observer in situations where members believe another perspective is needed
- Developing leadership capacity in members willing to serve as leaders in the Association
- Arranging and/or organizing training opportunities for members interested in union advocacy
- Serves as the primary liaison between local the Association and...
  - District leadership and administrators, by...
    - Building and maintaining relationships with building administrators and District leaders for the purpose of understanding building and district contexts
    - Practicing proactive problem-solving
    - Resolving member concerns
    - Setting the Association's agenda and co-facilitating with District leaders at Meet and Confer sessions
    - Acting as a "sounding board" for District response to unique issues affecting teachers
    - Working with the District on legislative and/or political concerns when appropriately aligned
    - Mediating conflicts between teachers and administrators
    - Mediating conflicts between members, as appropriate
  - Affiliated state and national organizations by...
    - Facilitating communication
    - Attending regional, state, and national meetings as needed
    - Seeking State support for teachers when issues are outside the expertise of the Local
  - The local community by...
    - Promoting the quality of all Association teachers through the Education Minnesota Teacher of the Year program and other media friendly opportunities
    - Fostering positive community relations

- Encouraging and supporting community and teacher partnerships
- Engaging in community conversations around teachers, education, and continuous improvement
- Serves as the primary representative and advocate for members' professional rights and responsibilities issues by...
  - Maintaining a flexible schedule to facilitate timely teacher advocacy meetings
  - Attending teacher disciplinary meetings when requested by members
  - Arranging and/or organizing training opportunities for members interested in member's rights training

**Subd. 2. Secretary/Webmaster**

- Keeps and publishes the minutes of all meetings
- Maintains archive of the Association minutes
- Maintains and updates the Association website
- Posts minutes of all meetings and other materials approved by the President or the Executive Board to the Association website

**Subd. 3. Treasurer/Membership Chair**

- Maintains the financial records, conducts financial transactions, and serves as a co-signer on all checks for the Association.
- Maintains, updates, and presents monthly financial reports to the Executive Board and the annual budget to members at general membership meetings of the Association.
- Manages all membership data, enrollment and dues.
- Works with the President to complete and submit the annual audit report to the Executive Board, the membership, and Education Minnesota
- Maintains, updates, and submits to the proper authorities all necessary taxation paperwork.

## **ARTICLE VI**

### **Powers and Duties of the Executive Board**

- Section 1.** The Executive Board shall have full governing powers of the Association and shall consist of the officers, the past president, up to two representatives from each school in the district, and the members of the Negotiations Council.
- Section 2.** The Executive Board shall meet at least once a month during the school year. The time and place of the first meeting will be determined by the president.
- Section 3.** The president shall have the responsibility of calling special meetings of the Executive Board. Special meetings must also be called when requested by at least one-third of the Board members.

- Section 4.** The Executive Board shall be responsible for the selection of all committees and have the power to fill vacancies.
- Section 5.** The Executive Board shall appoint the Negotiations Council each fall preceding the opening of negotiations (biannually).
- Section 6.** The Executive Board shall establish all agenda items for Meet and Confer sessions.
- Section 7.** In April of each year, the Executive Board shall approve and recommend the preliminary budget for final approval by the membership at the annual fall general membership meeting.

## **ARTICLE VII**

### **Building Representatives**

- Section 1.** **Term of Office.** Building representatives will be elected by a majority vote of the respective school membership for two year terms and will take office upon the completion of the annual fall general membership meeting of odd-numbered years.
- Section 2.** **Duties.**
- Subd. 1.** The building representatives shall be the liaison between the Executive Board and the general membership and have the responsibility to reflect the majority opinion of their building's membership at the Executive Board meetings.
- Subd. 2.** Building representatives shall be the initial contact and resource for meeting the needs of their building's membership.
- Subd. 3.** The building representatives will call and preside over at least one building meeting per year as needed.
- Subd. 4.** The building representatives will be responsible for promoting membership and participation in Association activities.
- Subd. 5.** The building representatives shall inform members of services available from professional organizations.

**ARTICLE VIII**  
**Councils and Committees**

**Section 1.** The following councils shall be organized according to the policies established by the Shakopee Education Association:

**Subd. 1. Negotiations Council.**

- A. **Membership.** The Shakopee Education Association shall have a Negotiations Council consisting of four these members:
- Three from the elementary level (but from different buildings)
  - Three from the secondary level (but from different buildings)
  - One ad hoc member (representing those members whose positions are not clearly either elementary or secondary)
  - The Association President
    - May serve concurrently as an appointed member of the Negotiations Council if appointed to one of the above positions by the Executive Board
    - Serves as an unpaid, non-voting member of the committee if not appointed by the Executive Board
- B. **Selection.** Negotiators shall be appointed by the Executive Board in the fall of the year preceding the opening of the negotiations process and shall each serve a two year term.
- C. **Compensation.** The stipend set by the Association shall be divided as follows:
- Each returning Negotiator will receive an equal division of 90% of the budgeted Negotiations stipend.
  - The Negotiations Council Chair shall receive the remaining 10% of the budgeted Negotiations stipend.
  - New members added to the Negotiations Council shall receive a stipend of \$500 in the budget year they are initially appointed. Thereafter, they will receive a full stipend for as long as they serve on the Negotiations Council.
  - Unless concurrently serving as an appointed member of the Negotiations Council, the Association President shall not receive additional compensation as a negotiator.
- D. **Duties of the Council.** The Negotiations Council shall be responsible for the following:
- Collective bargaining of Master Contract
  - Reporting negotiations progress to the Executive Board and membership
  - Attending pertinent Education Minnesota negotiations meetings and training sessions



- Researching information and the opinions of Association members necessary for collective bargaining
- Researching comparative data and language for the purpose of improving the economic and language elements of the contract
- Assisting the Association President in policing the contract, conducting Meet and Confer sessions, and providing input on the school calendar
- Other duties pertaining to the Master Contract as requested by the Executive Board

E. **Duties of the Chair.** The Negotiations Council Chair shall be responsible to:

- Serve as the Negotiations Council's primary spokesperson
- Maintain the Association's archive of negotiations data
- Issue periodic written updates on the progress of the negotiations process
- Meet with members regarding the negotiations process as needed

**Subd. 2. Professional Rights and Responsibilities Council.**

A. **Membership.** The Shakopee Education Association shall have a Professional Rights and Responsibilities Council consisting of the Association President, at least one member of the Negotiations Council, and any currently serving Executive Board member who has completed Education Minnesota's Members Rights Training sequence or its equivalent.

B. **Duties.** The Professional Rights and Responsibilities Council shall be responsible for...

- Representing members being disciplined by the District
- Filing and processing grievances
- Clarifying the difference between contractual and other issues for members
- Assisting the Negotiations Council in policing the Master Contract as needed
- Assisting the Negotiations Council with Meet and Confer sessions as needed
- Reporting to the Executive Board at their monthly meetings

C. **Compensation.** Members of this Council shall be paid as follows:

- The Association President will not receive any additional compensation as this is considered a portion of his/her release-time duties
- All other members of the Council shall be responsible to track their hours of service in this role and shall remit their accounting of these hours to the Executive Board for review and payment.

The President shall annually recommend to the Executive Board an hourly rate as part of the budgeting process established in Article III, Section 3 of this document. The Executive Board shall annually establish the hourly rate of pay for these services.

**Subd. 3. Insurance Committee**

- A. **Membership.** The Shakopee Education Association shall have an Insurance Committee consisting of four members (at least one of whom is a member of the Executive Board) appointed by the Executive Board.
- B. **Duties.** The Insurance Committee shall be responsible for...
- Attending and representing the Executive Board at District Insurance Committee meetings
  - Communicating the concerns and desires of the Executive Committee with the District Insurance Committee
  - Reporting District Insurance Committee progress to the Executive Board and membership
- C. **Compensation.** Members of the Committee shall be responsible to track their hours of service in this role and shall remit their accounting of these hours to the Executive Board for review and payment. The President shall annually recommend to the Executive Board an hourly or annual rate as part of the budgeting process established in Article III, Section 3 of this document. The Executive Board shall annually establish the hourly rate of pay for these services.

**Subd. 4. Audit Committee**

- A. **Membership.** The Shakopee Education Association shall have an Audit Committee consisting of at least four members of the Executive Board or those appointed by it.
- B. **Duties.** The Audit Committee shall be responsible for...
- Conducting an annual audit of the Association's financial records
  - Reporting the audit results to the Executive Board and membership
  - Assisting the Treasurer in reporting the audit results to the Internal Revenue Service as needed
  - Assisting the President in reporting the audit results to Education Minnesota and the membership as needed
- C. **Compensation.** Members of the Committee shall be responsible to track their hours of service in this role and shall remit their accounting of these hours to the Executive

Board for review and payment. The President shall annually recommend to the Executive Board an annual rate as part of the budgeting process established in Article III, Section 3 of this document. The Executive Board shall annually establish the hourly rate of pay for these services.

**Section 2.** Other councils may be established as needed.

## **ARTICLE IX**

### **Amending Bylaws**

By-laws may be adopted or repealed at any general or special membership meeting by a two-thirds vote of the members present.