Constitution of the Sartell Education Association

PREAMBLE

We, the members of the Sartell Education Association (SEA), Education Minnesota, National Education Association (NEA), and American Federation of Teachers(AFT), believing that the active participation of non-supervisory licensed educational 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 at Independent School District No. 748, Sartell-St. Stephen Public Schools.

Sartell 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.

Sartell 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. The Education Minnesota Sartell Education Association shall be committed to democracy in the workplace and within the organization.

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

ARTICLE I

Name

This organization shall be known as Sartell Education Association.

ARTICLE II

Affiliation

The Sartell Education Association is affiliated with Education Minnesota, the American Federation of Teachers(AFT) and the National Education Association(NEA) 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

Objectives

Sartell Education Association shall provide a united voice to foster education, improve teaching and learning, promote educational interests, enhance and unify the professional spirit among all staff, perpetuate ideals for civic and economic betterment, and engage in other activities that may promote the social and economic betterment of its members.

ARTICLE IV

Membership and Dues

Section 1. Membership: Members of the Sartell Education Association shall be in accordance with the Constitution and Bylaws of Sartell Education Association, Education Minnesota, National Education Association, and American Federation of Teachers. No one shall hold office in the Sartell Education Association who is not an active member of Education Minnesota, NEA, and AFT.

Section 2. Categories of Membership: An employee who chooses not to join as a member will be considered a potential member. Potential members will not be eligible to run for or hold any office, to receive appointment to any position, vote in any election or ratification including contract ratification and strike votes, and shall not be eligible to attend any membership meeting. Potential members may not make financial donations to the Sartell Education Association in lieu of becoming a member. If for any reason there is conflicting information about these rights in any other governance or policy documents, this Article IV, Section 2 takes precedence (Policy Manual). 

Section 3. Dues: Members shall pay unified annual dues, which shall include membership in this

association, Intermediate Organization (IO): Education Minnesota, NEA, and AFT. Dues collection will begin the first pay period on or after October 15th (ref. Bylaws art. II, sect. 2).

Section 4. Membership and Fiscal Year: The fiscal and membership year shall begin on September 1

and end the next August 31(ref. Bylaws art. III).

ARTICLE V

Officers

Section 1. Officers: The four (4) officers of Sartell Education Association shall be President, Vice President, Secretary, and Treasurer (ref. Bylaws art. VI sec. 1).

Section 2. Terms of Office: The term of office for the President, Vice President, Secretary, and Treasurer shall be three years. All officers may run for re-election but may not serve more than two successive, three-year terms. A member who has exhausted their term in office is eligible to run for a different place of office not previously held. In the event the President does not complete their term of office, the Vice President shall succeed the President for the remainder of the term (ref. Bylaws art. X).

Section 3. Authority: All officers shall have equal authority to access the organization's documents

(ref. Bylaws art. V).

ARTICLE VI

Executive Board

Section 1. Executive Board Members: The Executive Board shall consist of the officers, membership coordinator, members rights advocates, and building representatives (ref. Bylaws art. VI).

Section 2. Meetings: The president shall call for the first executive meeting during September. The meeting schedule for the year shall be decided at the first meeting.

Section 3. Authority: The Executive Board shall have full governing powers of the association.

Section 4. Additional Meetings: The Executive Board shall meet at the call of the President or at the request of the majority of board members.

ARTICLE VII

Elections

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

The President, Vice President, Secretary, and Treasurer are open for nomination to election on off years so that the Executive Board will have a consistent board at all times. An election for Executive Board members was held in January 2021 for all positions; thus all Executive Board members will hold a (3) year term. In November of 2023 the Executive Board will prepare for the election of the even year of January of 2024 for the officers of Secretary and Treasurer. The Executive Board will prepare for the election of the odd year of January 2025 for the officers of President and Vice President. The continuing years of elections will proceed with three (3) years of service with elections following in even and odd years of:

Preparation in November 2026 for elections January 2027 for Secretary and Treasurer

Preparation in November 2027 for elections January 2028 for President and Vice President

Preparation in November 2029 for elections in January 2030 for Secretary and Treasurer

Preparation in November 2030 for elections in January of 2031 for President and Vice President

(Other positions such as negotiations team members, membership director and building Members’ Rights Advocates are appointed by the President and Executive Board as outlined in the SEA Bylaws)

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.
2. Every member must have a fair and equal opportunity to participate in the election without unreasonable impediments
3. Voting must be by secret ballot and can be conducted through the use of an electronic form if necessary.
4. In a contested election, candidates must be allowed to station observers at the polling places.
5. Representatives of the competing candidates should be allowed to observe, but not actually participate in the counting of ballots.
6. Documents related to the election should be safely stored for one year in case there is a challenge in the election.
7. No union funds may be used to support any candidate.
8. The union should comply with reasonable requests to distribute campaign literature at the Candidate’s expense.
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.
10. There shall be an open nomination process for all elections.
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.
12. If the current holder of the position does not indicate they want to step down, they have not served more than two consecutive three year terms, and no other members are nominated, there is no need for a vote in that position.
13. If the position is vacated and there is only one member nominated, there is no need for a vote in that position.

Section 2. Nominations: Officers shall be nominated before November 15th. Elections shall take place 15 days after nominations have been confirmed. A simple majority of votes cast by members in good standing shall constitute election. New officers elected shall take office as of January 1 following the election.

Section 3. Balloting Procedures: All elections shall be conducted by use of an electronic form. The Secretary shall create the form based on nominations for positions. The form shall be sent via email to members in good standing. Members shall be given 24 hour to complete voting. Once voting has concluded the Executive Board shall meet to review election results. The President will email the results of the election to the SEA. The Secretary shall store the form and results in the SEA official documents (Absentee Ballot Procedures - ref. Policy Manual).

ARTICLE VIII

Collective Bargaining Agreement Ratification and Strike Vote

Section 1. Ratification: The ratification of the Collective Bargaining Agreement between the Sartell Education Association and School District 748 shall take place at a general membership meeting called for that purpose. The vote shall be conducted by secret ballot and all members in good standing of the Sartell Education Association shall have the right to vote. A simple majority of those voting is necessary to approve the Collective Bargaining Agreement.

**Subd. 1.** If a tentative Agreement is reached at time when school is in session, a general membership meeting will be called by the Association President at the earliest convenience for the purpose of presenting the tentative Agreement. Each member shall receive access to a summary of the negotiated changes at this meeting. The tentative Agreement shall be presented by the President or designee and/or the negotiations team with factual rather than personal comments. The vote for the tentative Agreement is not to take place until twenty four(24) hours later. All ballots shall be turned in within eight (8) hours following the twenty four (24) hour period. Any ballots turned in after eight (8) hours have passed will not be valid.

**Subd. 2.**  If a tentative Agreement is reached at time when school is not in session, the President shall be authorized to call a meeting at the earliest convenience for the purpose of ratifying the proposed agreement. A notice of the meeting shall be conducted through electronic notification to the membership with a summary of the negotiated changes prior to this meeting. The meeting shall be held no later than 3 days after the date of notice.

Section 2. Meeting: If a general membership meeting has been called for the purpose of ratifying the Agreement, and the Agreement is rejected as set forth in Section 1, the local may conduct a strike authorization vote at this meeting as set forth in Section 3.

Section 3. Strike Vote: In the event that an Agreement cannot be reached between the Sartell Education Association and the school district, the SEA Executive Board shall authorize a strike vote to be conducted at a general membership meeting called expressly for that purpose. The vote shall be by secret ballot, Two-Thirds (2/3) of the membership must vote their approval of a strike action.

**Subd. 1.**  During a strike or in the event of an emergency, the Executive Committee shall have the authority to establish alternative timelines for notification and balloting.If the Collective Bargaining Agreement ratification meeting takes place while members are involved in a strike, only members of the bargaining unit who participate in the strike shall be eligible to vote on the proposed Agreement. A majority of those voting is necessary to approve the Agreement.

ARTICLE IX

SEA Membership Disciplinary Action Policy

Section 1. Disciplinary action, in the form of censure, monetary reimbursement to the Association,

suspension for one calendar year, or permanent expulsion, shall not be taken against any member except for cause. Cause shall relate to conduct prejudicial to the purposes of the local, which may include any one or more of the following:

1. Failure to pay dues and assessments of the Association.

2. Failure to remain a member in good standing with Education Minnesota, NEA, and AFT.

3. Substantial violation of the Professional Code of Ethics.

4. Violation of local policy in a crisis situation affecting the entire school district.

5. 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 officers, 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 local 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 private or public at the choice of the member being disciplined, and the decision, by 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, fined, suspended, or expelled under these provisions shall have right of appeal to the full membership or representative body, if applicable, within ten (10) days of receipt of the decision. The appeal hearing at which ten (10) shall be a quorum shall be presided over by the local association president who shall establish a procedure, which includes witnesses and the right of cross examination. The decision shall be made by secret ballot, with a simple majority of the membership present and voting. In the event of a tie, with the president voting, no action shall be taken.

Section 5. Communicate, in writing, the action to expel or suspend to the President of Education Minnesota.

Section 6. A member who is expelled or suspended from membership in the local, 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 American Federation of Teachers and National Education Association shall be governed by the policies and procedures adopted by the AFT and NEA.

Section 8. Lawsuits. No person shall initiate a civil action suit or proceed in any court against the local 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 X

Amendment Procedure

Section 1. An amendment to this Constitution may be introduced at a meeting of the Executive Committee and acted upon at a subsequent membership meeting of the association.

Section 2. A copy of the proposed amendment, together with the recommendations of the Executive Committee, shall be made available to all members of the association 2 weeks before such action is to be taken. A ⅔ vote of those present and voting at a membership meeting is required to adopt a proposed amendment.

**SEA Constitution Amended on: September 2021**

**SARTELL EDUCATION ASSOCIATION BYLAWS**

ARTICLE I

Meetings

Section 1. General Membership Meetings: Meetings shall be held at the call of the president, by a majority vote of the Executive Board or by petition duly signed by a majority of the members.

Section 2. Notification: All members shall be notified at least three school days prior to association meetings unless an emergency meeting has been deemed necessary.

Section 3. Quorum Needed to Conduct Business: A simple majority of its members shall be a quorum for all meetings (unless otherwise noted in the Constitution or Bylaws) of the Executive Board. If a quorum is present at the call of a meeting, the Association may continue to transact business until adjournment notwithstanding the withdrawal of enough members to leave less than a quorum.

ARTICLE II

Powers of General Membership & Annual Dues

State and national dues will be assessed in accordance with the dues categories and policies of Education

Minnesota, AFT, and NEA (ref. Constitution art. IV).

Section 1. Active Membership: Local membership dues shall be determined by the Sartell Education Association in the following manner: :

a. Local dues: The association shall determine annual dues by a simple majority vote at any General Membership Assembly when notice has been given for such a consideration. Dues collection will begin the first pay period on or after October 15th. Current SEA dues as of September 1, 2021 are $82.00 yearly.

b. State dues: As set by the Delegate Assembly of Education Minnesota.

c. National dues: As set by the National Education Association, American Federation of Teachers Representative Assemblies.

Section 2. Local Dues Structure: Membership for part-time teaching contract shall be in the same ratio as established for Education Minnesota dues except for letter (h).

1. A member whose total employment time as a member of the bargaining unit is greater than ninety percent (90%) shall pay one hundred percent (100%) of the amount set forth in Section 2.a of this article.
2. A member whose total employment time as a member of the bargaining unit is greater than seventy-five percent (75%) but not exceeding ninety percent (90%) shall pay ninety percent (90%) of the amount set forth in Section 2.a of this article.
3. A member whose total employment time as a member of the bargaining unit is greater than sixty-five percent (65%) but not exceeding seventy-five percent (75%), shall pay fifty percent (75%) of the amount set forth in Section 2.a of this article.
4. A member whose total employment time as a member of the bargaining unit is greater than fifty percent (50%) but not exceeding sixty-five percent (65%) shall pay sixty-five percent (65%) of the amount set forth in Section 2.a of this article.
5. A member whose total employment time as a member of the bargaining unit is greater than forty percent (40%) but not exceeding fifty percent (50%) shall pay fifty percent (50%) of the amount set forth in Section 2.a of this article.
6. A member whose total employment time as a member of the bargaining unit is greater than twenty-five percent (25%) but not exceeding forty percent (40%) shall pay forty percent (40%) of the amount set forth in Section 2.a of this article.
7. A member whose total employment time as a member of the bargaining unit is twenty-five percent (25%) or less shall pay twenty-five percent (25%) of the amount set forth in Section 2.a of this article.
8. Notwithstanding the provisions in (1) – (7) of this paragraph, the Executive Board shall waive dues for active members who are licensed teachers or higher education faculty and whose total FTE as a member of the bargaining unit is less than ten percent (10%).

Section 3. Net Earnings: No net earnings shall inure to the benefit of any member (except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as herein above stated).

ARTICLE III

Maintenance of Membership

The Executive Board of the Sartell Education Association shall adopt a policy to secure twelve-month membership commitments from each member, which will renew on an annual basis unless revoked during the month of September (1-30) (Policy Manual).

ARTICLE IV

Election of State and National Delegates

The election of state and national delegates will be held in accordance with the timeliness and procedures of the state and national organizations.

ARTICLE V

Parliamentary Authority

The rules contained in the current edition of Robert’s Rules of Order Newly Revised shall govern The Sartell Education Association in all cases to which they are applicable, and in which they are not inconsistent with the Constitution, Bylaws, or any Special Rules of Order that the SEA may adopt (Policy Manual).

ARTICLE VI

Powers of Executive Board

Section 1. Composition: The Executive Board shall consist of the following members

(ref. Constitution art. V):

1. President, Vice President, Secretary, Treasurer
2. Membership Coordinator
3. Member’s Rights Advocates/Building Reps

Section 2. Powers and Duties: The Executive Board shall be responsible for the management of the association. It shall adopt the budget, approve all expenditures, act on standing committees, approve resolutions and other policy statements, and carry out policies of the association. It shall report its transactions to the members and shall take appropriate action on matters referred to it by members. The Executive Board shall have the authority to:

1. Set their own administrative rules and approve a calendar for meetings.
2. Adopt a budget for SEA.
3. Set the stipends of officers and committees.
4. Annually set membership dues in accordance with these bylaws.

Section 3. Powers not specifically delegated to the officers or other groups in the association shall be vested in the Executive Board .

Section 4. The Executive Board shall appoint a nomination committee for selection of candidates for officers one month prior to the election of officers.

Section 5. All Executive Board Members of the Sartell Education Association are required to attend all appropriate meetings and complete training required for the qualification of the position held within one year of accepting the position (Attendance at Conferences & Conventions - Policy Manual).

Section 6. The association shall have delegate representation to official meetings or organizations with which it is affiliated according to the procedures of such organizations.

ARTICLE VII

Representation

Section 1. The president shall serve as chief delegate of the association.

Section 2. Other delegates allowed or required shall be elected by the Executive Board of the association, which shall also determine expense allotments for such delegates.

Section 3. Official delegates of the association shall have been members of the association at least two years prior to their election, and shall maintain their membership in good standing during their term of service

ARTICLE VIII

Duties of Executive Board Members

Section 1. President: The President shall perform all functions usually attributed to this office:

* shall preside over meetings of the Executive Board and the general membership, and shall be the chief executive officer of the association.
* shall represent the association and its members to the school board of Independent School District #748 and before the public either personally or through delegates.
* shall act as the delegate to State and National Delegate Assemblies. If additional delegates are needed, she/he shall appoint the delegates subject to executive committee approval.
* shall appoint the chairpersons and members of all standing committees, appoint all special committees and shall be a member ex officio of all committees.
* will appoint and serve on the Meet & Confer Committee.
* will be aware of pending grievances and work with the Members Rights Advocates to establish a system to track and monitor grievances and timelines.
* will work with the Treasurer to prepare and monitor the local budget and develop goals, in conjunction with the Executive Board, to be completed for the year.
* The president shall be paid a stipend of 10% step one of the current contract annually. Back Pay will be issued pending the negotiation of a current contract.

Section 2. Vice-President: The Vice President shall perform all functions usually attributed to this office:

* may act as second delegate to State and National Delegate Assemblies.
* shall act for the President in his/her absence.
* shall serve as the Organizer for Settlement Committee Coordinator for the Association. The Vice President shall also serve as the Historian for Sartell Education Association.
* will serve as a member on the Meet & Confer Committee.
* will chair the Constitution and Bylaw Committee.
* shall organize training opportunities for Officers, Member Rights Advocates, and Negotiators.
* The Vice President shall be paid a stipend of 7% step one of the current contract annually. Back Pay will be issued pending the negotiation of a current contract.

Section 3. Secretary: The secretary shall perform all functions usually attributed to this office:

* will assist the president in preparing the agenda for meetings.
* shall keep accurate minutes of all meetings of the Executive Board and of the general membership, and shall maintain the official files including the constitution, bylaws, and annual membership list.
* shall publish minutes of Board and General membership meetings to the local’s website and shall assist the president with Association correspondence.
* will assist in the preparation and distribution of the local’s policy handbook.
* will work with the local Communications Contact to help prepare and publish SEA information.
* The Secretary shall be paid a stipend of $599 annually.

Section 4. Treasurer: The treasurer shall perform all functions usually attributed to this office:

* will be the financial officer of the association, shall maintain all financial records including accounts receivable from each member, and budget item breakdowns for the organization.
* shall transmit amounts due to Education Minnesota, NEA and AFT, and shall disburse funds upon authorization of the Executive Board.
* shall prepare a written report for each meeting of the Executive Board and shall prepare an annual financial statement for publication to the members through the local newsletter.
* will assist in preparing a budget for the local union for the upcoming fiscal year.
* will verify accuracy of payroll deductions of dues with the local Membership Coordinator.
* will have financial records audited each year and submitted to the Education Minnesota Financial Department as well as annually submit the association's 990 Form to the IRS.
* shall be bonded by the Association.
* The Treasurer shall be paid a stipend of $599 annually.

ARTICLE IX

Vacancies within Officers

If there is a vacant position available within Officers (ie: President, Vice President, Secretary, Treasurer) the position will sit vacant for 30 consecutive business days. After the 30 consecutive business days have been completed the current Executive Board members can nominate the previous active Executive Member for the position again, with a limited term (one fiscal year). The active member can decide if they wish to accept the nomination. If the nomination is declined the remaining active members of the Executive Board will fill in as a joint collective unit to replace that position until it is filled.

ARTICLE X

Duties of Representative Assembly

Section 1. Membership Coordinator:

* shall ensure the accuracy of the locals membership roster and maintain membership roster for the SEA as well as Education Minnesota (report additions, deletions, and changes).
* shall reconcile rosters with district and payroll data and keep up with personnel changes throughout the year and submit changes to the school districts payroll department and to the local Education Minnesota field representative.
* will work with the local treasurer to certify the correct dues amount to be forwarded to Education Minnesota.
* will be the Chairperson for the Membership Team. Each fall he/she will coordinate the development and implementation of programs for new hires with the membership team (ie. welcome new hires to the district, see that new hires learn about the community and district, see that new hires receive information about the union and are personally asked to become a member, etc).
* In the spring, she/he will order membership materials from Education Minnesota and oversee distribution to members.
* The Membership Coordinator shall be paid a stipend of $599 annually.

**Subd. 1.** Membership Team: This team will consist of all active Member’s Rights Advocates and Building Representatives. This team will be overseen by the Membership Coordinator and the duties include:

* Assist the Membership Coordinator to establish a plan for your local that demonstrates a sense of welcome to new hires.
* Be a contact to new hires personally welcoming them to the union and the district.
* Help new hires complete the online enrollment process for membership in the SEA.
* Assist in the planning and implementation of activities to support new hires during their first years of employment.

Section 2. Members Rights Advocate:

* There shall be at least one Members Rights Advocate in each building. A member must be in good standing of this association to qualify for this position. A member shall be appointed by the President for a non binding term to work in good faith to fulfill their respective duties. Members Rights Advocates shall be paid a stipend of $599 annually.

**Subd. 1.** Duties: Member’s Rights Advocates

* shall assist members in receiving help they may need for member rights, membership concerns, etc.
* will advise the president of concerns in their building.
* can conduct short building meetings to keep members informed of activities, events, problems, and accomplishments.
* have responsibility for assisting with grievances which arise in the building they represent.
* shall assist the local with implementing electronic means to communicate with active members.
* shall attend all meetings of the Executive Board and the general membership.
* shall notify the President in advance if they are unable to attend any of these meetings and take steps necessary to inform themselves of any business conducted at these meetings. A MRA who has to miss a meeting may send a substitute in his/her place with full voting rights.

Section 3. Building Representative:

* There can be at least one Building Representative in each building. A member must be in good standing of this association to qualify for this position. A member shall be appointed by the President for a non binding term to work in good faith to fulfill their respective duties. Building Representatives shall be paid a stipend of $299 annually.

**Subd. 1.** Duties: Building Representatives

* shall help to recruit new members to the local and help new members in becoming familiar with their school district and local.
* shall assist the Membership Coordinator in verifying correct names, addresses, and phone numbers of members.
* shall have the responsibility of informing members of their rights and responsibilities under statues and the Code of Ethics.
* shall distribute appropriate communications in their buildings and help identify members who will serve on committees.
* shall assist the local with implementing electronic means to communicate with active members.
* shall attend all meetings of the Executive Board and the general membership.
* shall notify the President in advance if they are unable to attend any of these meetings and take steps necessary to inform themselves of any business conducted at these meetings. A Building Rep who has to miss a meeting may send a substitute in his/her place with full voting rights.

A Member’s Rights and Building Representative position can be merged and held by the same member to be paid the stipend of the MRA.

ARTICLE XI

Standing Committees

Section 1. Structure: There shall be six standing committees of the association with the responsibilities as outlined below. They shall have the number of members as specified, appointed for the same term as the elected officers. They shall be selected, to represent the different groups or areas within the association. Each committee may, with the approval of the executive board, organize special sub-committees and task groups to carry out specific activities.

Section 2. Meetings: Each standing committee shall meet as appropriate to carry out its responsibilities.

Section 3. Reports: The chairperson of each standing committee shall attend each regular meeting of the Executive Board and may make such reports, orally or in writing, as may be appropriate. Each standing committee will maintain accurate records of its activities and will present a summary annual report of its activities and expenditures to the Executive Board at its regular April meeting.

Section 4. Duties of Committees:

1. **Negotiations:** This committee shall have responsibility for:
   * the research, development and formation of proposals for negotiation with the school board.
   * shall be knowledgeable about the district’s financial status and request copies of all employer financial records available to the local.
   * shall survey the membership regarding their needs and interests for Collective Bargaining and return the survey results to the membership.
   * a regular report of negotiations to the membership should be sent through electronic communication.
   * During the negotiations process, a member of the team shall serve on the Meet & Confer Committee and attend Executive Board meetings.

Negotiations Team Structure: The Negotiating Team shall have three to five members appointed by the Executive Board to represent the association in formal Collective Bargaining Agreement negotiations with the school board.

Negotiations Stipend Structure:

* + 1. $1,500 1st time on negotiations team,
    2. $2,500 round 2 +,
    3. $3250 for lead negotiator (Limit of 2 lead negotiators per round)

1. **Staff Development:** This committee shall have responsibility for:
   * assessing members’ professional needs,
   * developing and implementing programs for the improvement of the profession and the instruction program of the school district.
   * shall also maintain liaison with the school district Continuing Education and Human Relations Committees.
2. **Worksite Action Leaders:** This committee shall have the responsibility for:
   * maintaining effective communications among the association, its members, and appropriate legislative or governmental bodies,
   * shall develop and promote programs to assure involvement of membership civic responsibilities.
   * shall implement and coordinate lobbying efforts,
   * promote attendance at Lobby Day, and inform membership of the actions of the Legislature.
3. **Health Care Advocates:** This team shall have the responsibility to:
   * read updates and communicate regularly with field staff while staying up to date on health related issues in our area.
   * shall serve as the Associations health insurance team when the Negotiations Team is researching new insurance options for the local.
   * will collect information regarding health insurance options provided to the district and report to the Executive Board.
   * will also share this information with the entire membership for educational purposes.
4. **Communications Contact:** This contact shall:
   * work with the local Secretary to publish a local newsletter on the SEA webpage and electronic messages.
   * will establish contact with local media, assist in preparation of American Education Week and National Education Professional activities.
   * will prepare recognitions for colleagues and members of the local union when necessary.
5. **Clock Hour:** The Clock Hour Committee shall:
   * consist of a Committee Chair and one member from each building as directed by the school district.
   * Committee Chair shall be paid a stipend of $500 annually and building representatives shall be paid a stipend of $300 annually.
   * must be in good standing with the SEA to receive the Union stipend.

Section 5. Provisions for Appointing Committee Chairs: The Executive Board shall assist the President in appointing members of the standing committees and to fill vacancies as they occur. It shall require and assist committees to define their immediate and long-term objectives through priorities set by the member involvement.

Section 6. Relation to the State and National Associations: The standing committees shall seek to

understand and relate to the objectives and programs of corresponding units of state and national associations and shall counsel with them.

ARTICLE XII

Grievance Decision Process

The complete steps for filing a grievance are found in the SEA Master Agreement Article VIII -- Grievance Procedure, Section 8.

Section 1. Grievance Steps: In computing any period of time prescribed herein, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday or holiday.

1. Step One - Informal Grievance Communication (21 days)
2. Step Two - Formal Written Communication, District Office (within 15 days of step one)
3. Step Three - Formal Written Communication, Superintendent (within 15 days of step two)
4. Step Four - Grievance Mediation
5. Step Five - School Board Hearing (within 15 days of step 3 or 4)
6. Arbitration - This step consists of steps within: referral to arbitration, selection of arbitrator, arbitrator’s authority, arbitration expenses, transcripts and briefs, and decision.
7. Processing of Grievance - This step consists of steps within: release time, waiver of steps, and time limits.

ARTICLE XIII

Procedures for Memorandum of Understandings (MOU’s)

Example:

This Memorandum of Understanding is entered into between ISD 748, Sartell, Minnesota (hereinafter referred to as the “School District”) and Sartell Education Association (hereinafter referred to as the “SEA”).

WHEREAS, Sartell Education Association (hereafter “SEA”) and Sartell-St. Stephen School District (hereafter “District”) are parties to a collective bargaining agreement (hereafter “Master Agreement”) effective from ... to ... and

WHEREAS, the SEA and District agree that language in Master Agreement does not specifically address

WHEREAS, the SEA and District recognize that

THEREFORE, the parties agree to the following:

1. The MOU titled … will be implemented with the start date of …; and
2. Upon ratification of the …. SEA Master Contract, ….

Sartell Education Association Indep. School District 748

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its President For the District

ARTICLE XIV

Amendment Procedure

These Bylaws may be amended by majority vote at any regular member meeting provided that the proposed

amendments have been sent to the members at least two weeks prior to the meeting at which they are voted

upon.

**SEA Bylaws Amended on: September 2021**

**SARTELL EDUCATION ASSOCIATION POLICY MANUAL**

Membership Policies

An employee who selects not to join as a member will be considered a potential member. Potential members will not be eligible to run for or hold any office, to receive appointment to any position, vote in any election or ratification including contract ratification and strike votes, and shall not be eligible to attend any membership meeting. Potential members may not make financial donations to the Sartell Education Association in lieu of becoming a member (ref. Constitution art. IV, sect 2).

The Executive Board of the Sartell Education Association shall prepare a budget for the local and use this information to determine the need to propose a dues increase. A general membership meeting will be called for the purpose of ratifying the dues increase. The vote shall be conducted by secret ballot and all members of the local shall have the right to vote. A majority of those voting is necessary to approve the dues increase (ref. Bylaws art. II & Constitution art. VII).

Maintenance of Membership

The Executive Board of the Sartell Education Association shall adopt a policy to secure twelve-month membership commitments from each member, which will renew on an annual basis unless revoked during the month of September (1-30). A potential member will have access to become an active member at any time (ref Bylaws art. III).

Political Involvement

The Sartell Education Association is prohibited to endorse or campaign for any one candidate as a whole unit. As an individual, any active member can endorse or campaign for any one candidate as they see fit (ref. Bylaws art. IV).

Absentee Ballot Procedures

Any active standing member of the Sartell Education Association can submit a written request via email for the need of an absentee ballot for an upcoming vote.The request for an absentee ballot must contain the reason for a need that is consistent with the date of voting and a lack of availability to technology if a Google Form is going to be used for the voting process. This submission must be sent to the current SEA President five (5) days prior to the vote for review and approval by the four (4) Executive Board Members (President, Vice President, Secretary, and Treasurer). If the absentee ballot is approved, the active member must cast a paper ballot in the presence of the Building Member’s Rights Advocate or Building Representative on a set date selected by the Executive Board. If the absentee ballot is denied, the active member must vote per instructions of the fellow membership (ref. Constitution art. VII).

Attendance at Conferences & Conventions

All active members of the Sartell Education Associations are encouraged to attend and participate in local and national conferences and conventions supported by Education Minnesota and NEA. If an active member would like to attend a union supported conference or convention they can submit a request to the Executive Board to be reimbursed for their conference or convention cost, mileage, hotel, and/or food expenses during the event.

Executive Board members are required to attend training sessions during their time in office; the conferences and conventions that correspond with the duties of the Executive board shall be submitted for approval and reimbursement prior to attendance (ref. Bylaws art. VI sect. 5).

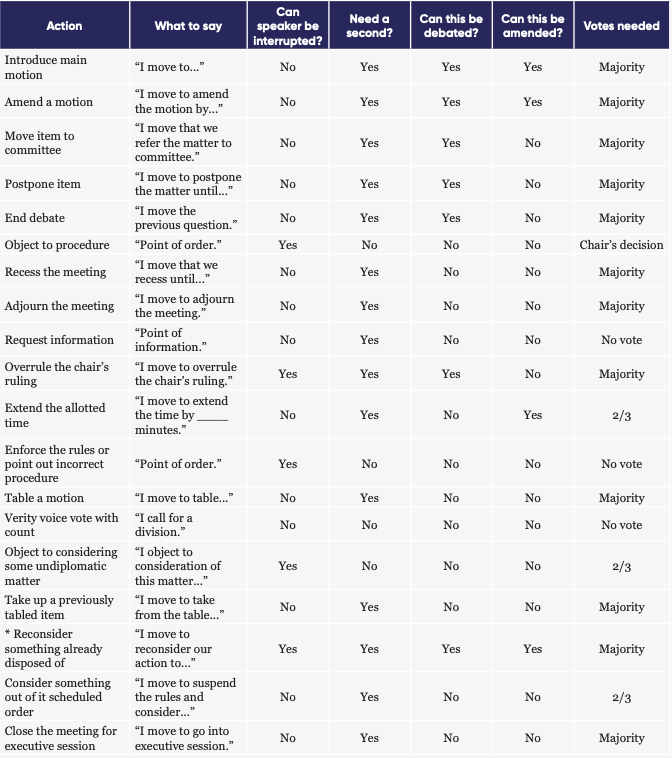
Meet and Confer

The President will appoint, with approval of the Executive Board, a Meet and Confer Committee by July 1 of

each non-negotiation year. The committee will consist of the SEA President, Vice President, and during a negotiations year a member from that team. Other members of the Executive Board or Committees may be invited to a Meet & Confer per agreement with all parties involved (ref. Bylaws art. VIII sect. 1).

Parliamentary Authority

The rules contained in the current edition of Robert’s Rules of Order Newly Revised shall govern The Sartell Education Association in all cases to which they are applicable, and in which they are not inconsistent with the Constitution, Bylaws, or any Special Rules of Order that the SEA may adopt (ref. Bylaws art. V).



Fiscal Policies, Expenses, Honorariums