

# **CONSTITUTION**

of the

## **Glastonbury Education Association**

### **ARTICLE 1. NAME**

The name of this organization shall be the Glastonbury Education Association (GEA).

### **ARTICLE 2. OBJECTIVES**

The objective of this organization shall be to promote the best interests of education, to improve the professional status of its members, and to cooperate with the Connecticut Education Association and the National Education Association for purposes of mutual professional advancement.

### **ARTICLE 3. MEMBERSHIP**

#### **3.1 Rank**

All educationally certified professional persons, below the rank of Assistant Superintendent, employed by the Glastonbury Public Schools, shall be eligible for full membership to the Glastonbury Education Association providing that they are also enrolled as active members of the Connecticut Education Association and the National Education Association.

#### **3.2 Ethics**

Adherence to the Connecticut Code of Professional Responsibility for Educators adopted by the Association shall be a condition of continued membership.

#### **3.3 Affiliations**

The Association shall not deny membership to individuals on the basis of race, creed, national origin, or sex nor shall any affiliate organization which so denies membership be affiliated with the Association.

#### **3.4 Termination of Rights**

All right, title and interest, both legal and equitable, of a member in and to the property of the Association shall end upon the termination of such membership.

#### **3.5 Privileges & Protection**

All active members shall be eligible to receive special services, to obtain assistance in the protection of professional and civil rights, to receive reports and publications of the Association, and to vote and hold elective office or appointed position.

#### **3.6 Continuing Membership**

Upon signing the Continuing Membership Form, the teacher authorizes that his/her membership be considered as continuing for this and future years unless and until written notification and dissolution of this agreement is given by the teacher in the manner prescribed below. If the teacher is notified in advance of an increase in dues, he/she authorizes that this increase in dues be automatically applied to the payroll deduction

payments as agreed to between the local Association and the Glastonbury Board of Education.

Should the teacher desire to drop his/her membership at some future date, he/she agrees to notify the Treasurer and Finance Chair of the local Association no later than August 1 prior to the new school year. Failure to give written notification by this date absolves the business office from removing his/her name from the payroll deduction list until the following membership year.

#### 3.6.1

Membership shall be continuous unless terminated for cause or as stipulated under Article 3 Section 6.

#### 3.7 Membership Year

The membership year shall be from September 1 to August 31.

### ARTICLE 4. EXPULSION AND REINSTATEMENT OF MEMBERS

#### 4.1 Disciplinary Action

After due notice and hearing, the Representative Council shall have the power to censure, suspend, or expel any member for cause, and shall have the power to reinstate any suspended or expelled member. Following a full and proper hearing, disciplinary action against a member for violation of the Association's code of ethics shall be taken only on the basis of a recommendation submitted in writing by the Professional Rights and Responsibilities Committee.

#### 4.2 Appeals

Members shall have the right to utilize established appeal procedures regarding disciplinary action related to state and national association membership (See By-Laws for Appeal Procedure).

### ARTICLE 5. DUE PROCESS

Due Process for members shall be provided in accordance with Connecticut Education Association Board Policy or Appeals Procedure (See By-Laws for Appeal Procedure).

### ARTICLE 6. OFFICERS

#### 6.1 Executive Officers

The Executive Officers of this organization shall consist of President, Vice President Treasurer, Recording Secretary, Membership Chairperson, Finance Chairperson, Public Relations Chairperson, and Professional Rights and Responsibilities Chairperson.

The Representative Council of the GEA will make reasonable efforts to ensure that officers are elected from both the elementary and secondary level.

#### 6.2 Term

The Executive Officers shall be elected for a three-year term by the membership. Elections will take place before February 28. Officer terms shall begin July 1. Election of Executive Officers should follow the procedure as stated in the By-Laws.

### 6.3 Vacancies

Vacancies occurring by reason of death, resignation, incapacity, non-fulfillment of duties, or by other disqualifications shall be filled as follows:

#### 6.3.1

- a. A vacancy in the office of President shall be filled by the Vice-President for the remainder of the unexpired term.
- b. Vacancies in any other office shall be filled for the remainder of the unexpired term through appointment by the President, which shall be approved by a simple majority vote of the Representative Council.

## ARTICLE 7. CONTRACTS WITH THE BOARD OF EDUCATION

All contracts between this Association and the Glastonbury Board of Education shall be reviewed at open meetings in person or electronically by the negotiators, for all members of the GEA who are affected by the contract. Such a contract shall become official only upon receiving a simple majority affirmative vote of all electronic or paper ballots cast by GEA members and ratified by the BOE for the same.

## ARTICLE 8. REPRESENTATIVE COUNCIL

### 8.1 Members

In addition to the Executive Officers specified in Article 6 Section 1, the Representative Council shall consist of the chairpersons of all committees and one (or more) representative(s) from each school.

### 8.2 Number of Representatives

Each May, Association members in each school shall elect representatives to the Representative Council, per school, not to exceed the established number of representatives in relation to members at the school, as follows:

1-15 member(s):	1 representative
16-30 members:	2 representatives
31-45 members:	3 representatives
46-60 members:	4 representatives
61-75 members:	5 representatives
76-90 members:	6 representatives
91-105 members:	7 representatives
106-120 members:	8 representatives
121-135 members:	9 representatives
136+ members:	10 representatives

### 8.3 Term

Each representative shall serve a term of one year beginning on July 1. Whenever a vacancy occurs, appointments can be made by the Vice President and approved by a majority vote of the Representative Council.

## ARTICLE 9. MEETINGS

### 9.1 Schedule

Regular meetings of the Representative Council shall be held at least monthly from September-June. At the discretion of the President, an exception to such a meeting will be made due to unforeseen circumstances, such as inclement weather.

### 9.2 Annual Association Meeting

The Association shall meet at least annually at the call of the President, typically at Convocation held for all staff members.

### 9.3 Special Meetings

Special meetings of the Representative Council shall be held at the call of the President or on the written request of one-third of the members of the Representative Council.

### 9.4 Procedure

As outlined in Robert's Rules of Order, parliamentary procedure shall be followed at all meetings.

## ARTICLE 10. QUORUM

A quorum of all general meetings of the Association shall consist of those members present, and a quorum of the Representative Council shall consist of a majority of the Representative Council.

## ARTICLE 11. NEGOTIATORS WITH THE BOARD OF EDUCATION

### 11.1 Election

Negotiators shall be elected by members of the GEA. The term for negotiators shall last until the conclusion of the first year of a new collective bargaining agreement. Elections for negotiators shall take place no later than February 28 of the first year of a new collective bargaining agreement.

Appointments for vacancies of unexpired terms will be made by the Finance Chair and approved by a majority vote of the Representative Council.

### 11.2 Candidates

The Elections Committee shall prepare from these names slates to be presented to the general membership for election as follows:

#### 11.2.1

- a. Six negotiators shall be elected by all members: three from grades K-6 and three from grades 7- 12. The three candidates receiving the most votes in each division shall be considered elected negotiators.

b. Up to two alternate negotiators shall be elected by the Representative Council following the election of the negotiators. One alternate shall come from grades K-6 and one from grades 7-12. The candidate, not elected as negotiator, receiving the most votes in each division shall be considered elected alternate for that division.

### 11.3 Ex-Officio Member

The President and Professional Rights and Responsibilities Chair of the Glastonbury Education Association shall serve as ex-officio members of the Negotiating Team with voting privileges.

### 11.4 Chairperson

The chairperson of the Negotiating Team shall be the Finance Chair of the Association, elected by the membership.

### 11.5 Additional Negotiators

The Representative Council may add and appoint up to two negotiators to the team by majority vote.

Special consideration by the Representative Council will be given to appointees from buildings not currently represented by elected negotiators or alternates.

### 11.6 Professional Services

A professional negotiator's services shall be obtained when agreed to by a majority of the GEA membership. He/she shall be selected by the Negotiating Team with a two-thirds confirming vote of the Representative Council.

Whenever possible, the services of the CEA and the respective Uniserv Representative for the GEA will be used instead of a professional negotiator.

## ARTICLE 12. REMOVAL OF ELECTED OFFICIALS

Whenever two-thirds of the Representative Council shall agree that any elected or appointed official has been grossly negligent in the performance of his/her duties as defined in the By-Laws, or is incapacitated, they shall declare the position vacant.

## ARTICLE 13. AFFILIATION

This organization shall affiliate annually with the Connecticut Education Association and the National Education Association in compliance with their affiliation requirements.

## ARTICLE 14. AMENDMENTS TO THE CONSTITUTION

This constitution may be amended by a two-thirds vote of those present (in person or virtually) and voting at any regularly called meeting of the Association providing all members of the Association have received a written or electronic copy of the proposed amendment at least ten days prior to the regular meeting, at which time action on the proposed amendment will be taken. If so decided by the Elections Committee, this vote may be conducted using electronic or online balloting.

## ARTICLE 15. AMENDMENTS TO THE BY-LAWS

The By-Laws may be amended at an Association meeting by a simple majority vote of those present (in person or virtually) and voting providing all members of the Association have received a written or electronic copy of the proposed amendment at least ten days prior to the meeting, at which time action on the proposed change will be taken. If so decided by the Elections Committee, this vote may be conducted using electronic or online balloting.

# **BY-LAWS** of the **Glastonbury Education Association**

## 1. Elections

### 1.1 Election Procedure

The election of the Executive Officers, negotiators, and members of the Professional Rights and Responsibilities Committee shall take place no later than the 31<sup>st</sup> of March.

The Elections Committee shall form a slate of candidates whose names shall be posted in each school, at least two weeks prior to the election. This physical posting may be replaced by posting the slate of candidates on the Glastonbury Education Association website, available to all members. An incumbent building representative will inform all GEA members, within his/her building, of the call for nominations and of the election slate. At least one week prior to the election, a candidate may call a general membership meeting to share his/her views.

Additionally, all candidates will be given the opportunity to provide a biography and/or statement to be posted on the Glastonbury Education Association website. On the day of the election, a building representative, under the direction of the Elections Committee, will distribute to all members at his/her school, paper ballots. Upon return of ballots, a building representative shall return the ballots to the Election Committee, which will be responsible for counting them. This vote may be conducted using electronic or online balloting.

### 1.2 Ratification of Contract

After tentative agreements are reached by both parties, these agreements shall be shared in person or virtually with the membership. Members shall be given time

to ask questions and have discussion on the tentative agreements prior to voting, either on paper or electronically-

### 1.3 Election of Building Representatives

One week prior to the election, an incumbent building representative will inform all GEA members, within his/her respective building, of the coming election. All those interested in serving as building representatives will submit their names to the Election Committee. The elections will be held at each school during the month of May and will follow the procedures outlined in section 1.1 of these bylaws.

### 1.4 Election of CEA and NEA Representatives

a. During the month of March, the building representatives shall inform all GEA members of their right to represent the Association at the CEA and NEA Representative Assemblies. The Election Committee will compile a list of interested candidates. On the day of the election, the building representative(s) will distribute and collect the ballots, following the procedures outlined in section 1.1 of these bylaws. These distribution and collection requirements will be altered to accommodate for electronic or online balloting, should the Elections Committee deem this necessary.

b. The number of delegates to each assembly shall be determined by that for which the GEA qualifies, based on the total current membership, and the amount of money available for their expenses as determined by the Finance Chair and appropriated by the Representative Council.

c. Delegates to the CEA and NEA Representative Assemblies shall report to the GEA Representative Council at the first regularly scheduled meeting following the Assembly.

## 2. Powers and Duties of Elected Positions

### 2.1 Powers and Duties of the President

The President shall be the chief executive officer of the Association and shall be its policy leader. The President shall:

a. Represent the Association as spokesperson on matters of policy or assign at his/her discretion, responsibility for such representation.

b. Serve as Chair of the Executive Committee

c. Prepare the agenda for all meetings of the Association and the Representative Council.

d. Attend all CEA County Forum and CEA Advisory meetings or designate a representative of the GEA to do so.

- e. Serve as ex-officio with vote on all committees.
- f. Work toward proactive solutions to issues with the Superintendent of Schools or his/her designee, and promote a culture of professionalism.
- g. Represent the Association at CEA and NEA Representative Assemblies and act as chief spokesperson for the association or delegate the position to the person receiving the highest number of votes in the respective CEA/NEA Representative Assembly elections.

## 2.2 Powers and Duties of the Vice President

The Vice President shall:

- a. Preside at meetings in the absence of the President or at the direction of the President.
- b. Solicit reports from building representatives to present to the Executive Officers and to the Representative Council.
- c. Serve as chair of the Elections Committee, unless actively running for an elected position.
- d. Annually, solicit feedback from members and make recommendations to the Representative Council for revisions to the Constitution and By-Laws.

## 2.3 Powers and Duties of the Professional Rights and Responsibilities Chair

The Professional Rights and Responsibilities Chair shall:

- a. Serve as chairperson for the Professional Rights and Responsibilities Committee
- b. Ensure the grievance procedure outlined in the collective bargaining agreement is carried out. This will include representing all grievances that have reached the level of Superintendent or higher, and approving all written grievances at the building level.
- c. Represent teachers in disciplinary matters, or designate a representative from within the Professional Rights and Responsibilities Committee.
- d. Represent teachers placed on formal Teacher Assistance Plans, or designate a representative from within the Professional Rights and Responsibilities Committee.

- e. Assign representatives for the GEA to the Elementary Professional Development Committee, Secondary Professional Development Committee, and Sick Bank Committee.

#### 2.4 Powers and Duties of the Finance Chair

The Finance Chair shall:

- a. Prepare a budget, with the Treasurer, for submission and approval by the Representative Council at the June meeting, or earlier.
- b. Serve as Chairperson for the Negotiating Committee. Including:
  - 1. Be primarily responsible for negotiating the contract between the GEA and the Board of Education.
  - 2. May deliberate with the Board or their agent and/or the Superintendent informally – and/or alone provided he/she advises the Representative Council and the Negotiating Team of his/her actions and acts with the consent of the Representative Council.
  - 3. May request any GEA member to assist him/her in any capacity related to negotiations.
  - 4. May seek advice from other organizations to help with negotiations.
- c. Meet regularly with the Membership Chair and Treasurer to ensure accurate records for the association.
- d. Disseminate and update all information and opportunities available to GEA members in the following areas: Salary Schedule, Retirement Benefits, Insurance, Tax Shelter Annuities, Membership Based Buying Discounts.

#### 2.5 Powers and Duties of the Public Relations Chair

The Public Relations Chair shall:

- a. Be responsible, with the Membership Chair, for recruitment of new members.
- b. Carry out any publications for the GEA and interpret the program of the Association and the schools to the public. The Public Relations Chair may request any GEA and/or CEA member to assist him/her in this capacity.
- c. Work with the webmaster for the GEA to ensure the GEA has a digital presence that reflects the needs of its membership.

- d. Conduct an annual reception for new members and elected leaders in the GEA.
- e. Communicate to members and carry out political action and/or public relations initiatives of the GEA, CEA or NEA.

## 2.6 Powers and Duties of the Recording Secretary

The Recording Secretary shall:

- a. Keep a record of the proceedings and attendance of all meetings, including those of the Representative Council.
- b. Under the direction of the President and/or Public Relations Chair, carry on the correspondence of the Association.

## 2.7 Powers and Duties of the Treasurer

The Treasurer shall:

- a. Act as receiver and custodian of all funds of the Association and shall make all payments from those funds as authorized by the Representative Council and two executive officers.
- b. Keep an itemized record of receipts and expenditures and shall make a report to the Representative Council at such times as the Executive Committee, President, or Finance Chair may direct.
- c. Prepare a budget, with the Finance Chair, for submission to and approval by the Representative Council at the June meeting, or earlier.
- d. Secure the signature of one other Executive Officer for any payments.

## 2.8 Powers and Duties of the Membership Chairperson

The Membership Chairperson shall:

- a. Recruit and enroll members.
- b. Maintain an accurate membership roster.

## 2.9 Powers and Duties of the Webmaster

The webmaster will be appointed by the Vice President annually and approved by a simple majority vote of the Representative Council.

The Webmaster shall:

- a. Establish and maintain a digital presence for the Association.

## 2.10 Powers and Duties of Building Representatives

Building representatives shall:

- a. Regularly attend monthly meeting of the Representative Council annually.
- b. Hold monthly update meetings with building members.
- c. Meet monthly with building administration, so long as they are agreeable, to proactively discuss building-specific issues.
- d. Represent members in low-level or non-disciplinary meetings with administration.
- e. Inform Membership Chair of changes in building membership.
- f. Distribute union materials to membership.
- g. Maintain an updated school-wide membership email contact list.
- h. Assist with conducting elections, as directed by the Elections Committee.
- i. Assist with special initiatives or events, as directed by any officer of the Executive Committee.

## 2.11 Powers and Duties of the Representative Council

The Representative Council shall:

- a. Make rules for the conduct of their meetings and the general operations of the Association.
- b. Set the amount of dues.
- c. Set the amount of any special assessment.
- d. Appropriate money.
- e. Approve committees.
- f. Provide for orderly elections and for consideration of all contracts between the Association and the Board of Education.
- g. Perform such other functions as stipulated by the Constitution and these By-Laws and such other duties as are customarily assumed by the Representative Council of the Association.

## 2.12 Powers and Duties of the Negotiating Team and Alternates

The Negotiating Team shall:

- a. Make decisions regarding negotiations with the exception of the final approval of the contract.
- b. Keep the Representative Council informed as to the progress of the negotiations.
- c. Conduct meetings at each building to inform members of the negotiations process and to solicit information from the general membership relating to negotiations.
- d. Continue in office until the completion of the first year of a new collective bargaining agreement

The Alternates shall:

- a. Replace members of the negotiating team, if vacancies occur.
- b. Assist the team in preparations for negotiations.
- c. Serve in this capacity without voting privileges.
- d. Continue in office until the completion of the first year of a new collective bargaining agreement

## 3. Appeal Procedure for Other Than Ethics Charges

### 3.1 Local Appeals

Any member of a local association wishing to appeal from any action or decision of his/her local association or any official or representative of that association shall appeal such action or decision to the Executive Committee. Said member must initiate such appeal within 30 school days of the time of the challenged action or decision. The Executive Committee shall review the appeal and render a decision on said appeal within 30 days of written notice by the appellant. A majority vote by the Executive Committee will constitute a final local action.

### 3.2 Affiliate Level Appeal

Any member wishing to appeal from the review by the delegate body or general membership of the local association shall do so in writing and/or electronically within 30 days after the aforesaid local review and decision. He/she shall send such appeal for review to the CEA Executive Committee in writing within 30 days. The appeal must set forth the action or decision being appealed and should include any and all information available in the appeal. The President Chief Administrative Officer shall secure from the local association any copies of all records, minutes, and transcripts relating to the appeal and decision on the local level.

### 3.3 CEA Executive Committee

The CEA Executive Committee may, on its own initiative, request that an inquiry be made regarding specific allegations, properly received. Upon receipt of a formal request, the Executive Committee of the CEA will appoint an inquiry team. Said inquiry team shall be responsible for gathering facts and holding a hearing. Said inquiry team shall be composed of 5 members, none of whom shall during the course of said inquiry, hold any elective or appointive office in the CEA or the local association. Following the submission of the inquiry team report, the Executive Committee of the CEA shall recommend to the CEA Board whatever action is deemed appropriate.

## 4. Committees

### 4.1 Executive Committee

The Executive Committee shall consist of the President, Vice President, Professional Rights and Responsibilities Chair, Finance Chair, and Public Relations Chair.

The committee will meet annually to determine a meeting schedule that will foster communication between committee members and support the President in his/her role. This schedule will be presented to the Representative Council each June and approved by a simple majority vote.

### 4.2 Professional Rights and Responsibilities Committee

The purpose of this committee will be to formulate and maintain a consistent, ongoing policy on rights and responsibilities of bargaining unit members.

- a. Members will include two GEA members from K-6 (elementary), two GEA members from 7-12 (secondary), and Professional Rights and Responsibilities Chairperson.
- b. Terms of office will be three years for all committee members. Initial terms will be established such that no more than one member from elementary and one member from secondary are up for election in a given year.
- c. This committee will be chaired by the elected Professional Rights and Responsibilities Chair.
- d. Committee members shall counsel and assist members in informal level grievance discussions and second (written)-level grievance.
- e. One PR&R member shall be appointed by the Chairperson to assist and represent members regarding FMLA concerns.

f. The remaining three PR&R members shall share responsibility for Sick Bank Committee and Professional Development Committees (elementary and secondary).

g. The Professional Rights and Responsibilities Committee shall identify for the Negotiations Committee unclear language and uncertain practices.

h. Committee members are strongly recommended to attend Summer Leadership workshop(s) on grievance procedures.

i. This committee will meet at least once in the fall, winter, and spring of each school year.

#### 4.3 Finance Committee

The purpose of this committee is to review all financial matters of the GEA including policies, budget development, and member benefits.

a. Committee members will include the elected Finance Chair, Treasurer, and Membership Chair.

b. The committee will be chaired by the elected Finance Chair.

c. This committee will meet monthly or on a schedule determined by the elected Finance Chair.

#### 4.4 Elections Committee

The purpose of this committee will be to carry out elections for the GEA including seeking nominations in all regular elections, preparing, distributing, and tabulating ballots, and organizing any special elections deemed necessary by the GEA Representative Council.

a. Committee members will include the Vice President and at least two members as selected by the Vice President from the Representative Council. Members must be replaced if they choose to run for an elected executive officer position.

b. The committee will meet as needed and as determined by the Vice President.

#### 4.5 Public Relations Committee

The purpose of this committee will be to interpret the program of the association to the public.

- a. Committee members will include the elected Public Relations Chair and at least two members as selected by the Public Relations Chair from the Representative Council.
- b. The Public Relations Committee will meet as needed or at the request of the President or Representative Council.

4.6 Other Committees

When it is deemed necessary by the President, he/she shall appoint other committees with the advice and consent of the Representative Council.

4.7 Committee Reports

The chairperson of each committee shall, at the request of the President report on the work of his/her committee to the Representative Council.

5. Compensation

5.1.1 Stipend Amounts

Annual stipend amounts for the various positions will be calculated based on the current MA-6 salary schedule and the following percentages:

<b>Position</b>	<b>Stipend %</b>
President	10%
Professional Rights and Responsibilities Chair	10%
Vice President	7%
Finance Chair	7%
Public Relations Chair	5%
Secretary	1%
Treasurer	4%
Membership Chairperson	5%
Professional Rights & Responsibilities Member	1%
FMLA Liaison	2%
Negotiators	1%
Webmaster	1%

5.1.2 These amounts may be adjusted annually through the established budget process to meet the needs of the Association, but the total compensation for the Executive Committee members shall not exceed 40% of the MA-6 salary as defined by the collective bargaining agreement.

5.1.3 Building Representatives shall be paid a stipend of \$99.00.

#### 5.2.1 Releases

Releases as established in the collective bargaining agreement shall be distributed as follows:

- a. 0.2 FTE Release + Duty Release – President
- b. 0.2 FTE Release + Duty Release – Professional Rights and Responsibilities Chair
- c. Duty Release – Vice President
- d. Duty Release – Finance Chair

5.2.2 Upon approval of the Representative Council, by a simple majority vote of those present, these releases may be utilized in other ways.

#### 5.3 Dues Reduction

Anyone who holds an elected or appointed position under this constitution and bylaws will be granted a 50% dues reduction. Such reduction will apply to dues charged by GEA, CEA, and NEA.

### 6. Standards

#### 6.1 Standards of the Association

The Association shall:

- a. Apply the one-person, one-vote principle for representation on its governing bodies, except that the affiliate shall guarantee ethnic-minority representation at least proportionate to its ethnic-minority membership. Where an inclusive affiliate exists, it shall provide proportionate representation between its classroom teacher members and its administrator members.
- b. Conduct all elections with open nominations and a paper or electronic ballot.
- c. Require membership in the National Education Association and the Connecticut Education Association.
- d. Require no individual member be allowed to hold more than one elected position unless it is under the appointment and/or approval of the representative council and is for a vacant position.