

Vashon Education Association

Constitution and Bylaws

Constitution

Definition of Terms Used:

VEA	Vashon Education Association
WEA	Washington Education Association
NEA	National Education Association
Executive Board	The Elected Positions within VEA
Executive Committee	The Executive Board and Building Representatives

Article I Name

Section 1. The name of this organization shall be the Vashon Education Association, hereinafter referred to as the Association or VEA

Section 2. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Washington.

Article II Purpose

Section 1. To work for the welfare of school children, the advancement of education, and the improvement of instructional opportunities for all.

Section 2. To unify and strengthen the education profession.

Section 3. To abide by the code of Ethics of the Education Profession as adopted by the NEA Representative Assembly and most recently updated.

Section 4. To enable members to speak with a common voice on matters pertaining to the teaching profession.

Section 5. To represent all members in bargaining, grievances and in all matters relating to terms and conditions of employment with the Vashon Island School District #402.

Article III Affiliation

Section 1. The VEA is affiliated with the NEA and the WEA.

Section 2. The VEA has a cooperative relationship with the Vashon Island affiliate of the ESP, which is also affiliated with the WEA and the NEA.

Article IV Membership

Section 1. All certificated personnel of Vashon Island School District #402 who are eligible for membership in the NEA and WEA are members of the VEA upon payment of dues as provided by the Bylaws.

Section 2. The enrollment period for membership shall be thirty (30) days from the initial work date or September 30.

Section 3. The NEA, WEA and UniServ staff shall be ex-officio, non voting members of the VEA.

Section 4. Except for nonpayment of dues and assessments, no member shall be fined, censured, suspended, expelled or otherwise disciplined, except as provided by the WEA constitution and bylaws.

Section 5. All members of the Association shall have equal rights and privileges within the Association which include:

- a. To nominate candidates;
- b. To vote in elections or on referenda of this Association;
- c. To hold office;
- d. To participate in the deliberations of the organization and to vote on contract ratification;
- e. To attend VEA membership meetings.

Article V Dues, Fees and Assessments

Section 1. Association members shall pay dues/fees as established in the Bylaws.

Section 2. The Association may levy special assessments on its membership as provided in the Bylaws.

Article VI Officers

Section 1. The officers of this Association shall consist of a President, and/or Copresident Vice-President, Secretary and Treasurer.

Section 2. Nominating Committee shall be appointed 30 days prior to election. Nominating Committee shall be no more than four members, at least one from the Executive Council. Nominations of officers shall be closed at the meeting following notice to all members and an open period shall be contained in the Bylaws. The election shall be held no more than 30 days after nominations have been closed.

Section 3. The term of office for officers shall be one year, beginning June 1. There is no limitation of successive terms.

Section 4. In the event of vacancy in the office of President, the Vice-President shall become President for the balance of the term.

Section 5. The duties of officers shall be as provided in the Bylaws.

Section 6. An elected officer may be removed from office for cause by a recall election, which may be initiated by the general membership.

Section 7. If any office becomes vacant it shall be filled by Executive Committee appointment for the balance of the term.

Article VII Executive Committee

Section 1. The President-Co-President/Executive Director, Vice-President, Secretary, Treasurer and one representative from Vashon High School, one from McMurray Middle School, one from Chautauqua Elementary School, one Special Services Representative, and the Grievance Chairperson may constitute the Executive Committee. Members of the Executive Committee, or of other committees necessary to the strong functioning of the local, may be paid a stipend. The amount of such stipends will be set in accordance with the necessity of the work for the year and the availability of sufficient funds in the VEA operating budget. Such stipends will be recommended and agreed upon by the Executive Committee and shall be reflected in the Operating Procedures for the Executive Committee. Due to the fluctuating nature of the work needing to be done from year-to-year, these stipends will change to reflect the focus for the current year. (Example: bargaining years)

Section 2. Whenever a majority of the Executive Committee shall agree that a member of the committee is incapacitated or has been grossly negligent they shall recommend that a vacancy be declared. If the membership votes by a two-thirds majority that a vacancy exists it shall immediately fill the unexpired term of the position. In the event of a vacancy on the Executive Board, after elections have been held, the Executive Board may appoint replacements. If there is interest by more than one candidate and a compromise cannot be reached, then an election will be held one week after all members have been notified of the need for a vote.

Section 3. The Executive Committee shall be the body through which the general administrative and executive functions of the Association shall be carried out.

Article VIII Policy Authority

Section 1. A majority vote of the membership present and voting at any duly authorized

meeting shall determine the policies and actions of the Association except as otherwise provided in this Constitution and Bylaws.

Article IX Parliamentary Authority

Section 1. Sturgis Standard Code of Parliamentary Procedure governs this organization in all parliamentary situations that are not provided for by the law, this Constitution, Bylaws or adopted rules. See Appendix I.

Article X Amendments

Section 1. Proposals to amend this Constitution may be made by the Executive Board or by petition of 75% of the membership. A two-thirds, secret ballot vote of the members voting, shall amend this Constitution. Notice of this election and the proposed amendment(s) shall have been delivered to each member at least twenty days in advance. Voting, at the discretion of the Executive Board, may be part of an annual or special meeting or through other established election procedures. Amendments shall become effective immediately unless otherwise provided.

Adopted May 1979/ Revised Jan 1988/ Revised July 1999/ Revised and Adopted April 2006/ Revised April 2014/Revised November 2021

Vashon Education Association

Bylaws

Article I Membership

Section 1. All members of the recognized bargaining unit are eligible for local association membership.

Article II Dues, Fees and Assessments

Section 1. NEA, WEA and VEA dues shall be unified and paid together in one amount either monthly by payroll deductions or in one cash payment at the beginning of the year.

Section 2. Association members and shall pay dues/fees in the amount of 0.55% of the base salary for the previous year.

Section 3. Special provisions may be made for members of other locals transferring into this local during the membership year.

Section 4. Special assessment may be levied by the two-thirds vote of the active members provided they include a termination of the special assessment in either dollar amounts or a specific date.

Section 5. Substitute teachers in long-term assignments shall pay prorated dues during the period of the long-term assignment(s). All rights, responsibilities and privileges will pertain as they would to a typical VEA member, except as specifically denied in the bargaining agreement. See the Collective Bargaining Agreement, Sections I.2.A and B, and sections therein referenced for specific protections for long-term substitutes.

Article III Meetings

Section 1. Executive Committee – The Executive Committee shall meet regularly or at the call of the President, or at the request of three members of the committee. Any member of the Association may attend an Executive Committee meeting and speak to matters before the Committee. A member wishing to initiate business may do so by prior request to the President for inclusion on the agenda.

A majority of the membership of the Executive Committee shall be necessary to constitute a quorum.

Section 2. Membership – The membership shall meet at least three times during the school year at a place decided by the President. The Executive Committee shall be responsible for preparation of the agenda for each meeting, a copy of which is available to those attending the meeting.

Section 3. Special meetings may be held at the call of the President or upon written request to the Executive Committee from five members of the Association. Business to come before a special meeting must be stated in the call, which shall be sent in writing to each member.

The President must call special meetings of the membership within 15 days of receipt of a petition to the President, signed by 75% of the members.

Section 4. All meetings of the membership, except emergency special meetings, shall be announced by written notice to each member at least 10 days in advance of said meeting.

Section 5. The Executive Board, by a majority vote, may call an emergency meeting of any governance body at any time.

Article IV Duties and Powers of the Executive Committee

- Section 1. The duties of the Executive Committee shall consist of the following:
- a. Establish Association policies and objectives
 - b. Establish guidelines and hear continuing reports on bargaining
 - c. Approve or ratify the establishment of committees not established in the Bylaws.
 - d. Adopt rules and agenda for its meetings
 - e. Enact such other measures as may be necessary to achieve the goals and objectives of the Association, which are not in conflict with this Constitution and Bylaws.

Article V Duties of Executive Committee Positions

- Section 1. The President shall:
- a. Appoint members of the bargaining team and oversee collective bargaining negotiations, in consultation with the Executive Committee.
 - b. Represent VEA and its membership concerning:
 - i. Contract enforcement
 - ii. Working conditions
 - iii. Employee rights
 - iv. Job security
 - v. Association policies and objectives
 - c. Organize, attend and conduct all VEA meetings both regular and special
 - d. Oversee and direct work of the executive committee members
 - e. Attend meetings with and communicate regularly with school district administrators
 - f. Attend Puget Sound UniServ and WEA meetings
 - g. Collaborate with the Grievance Chair on grievances
 - h. Draft and review correspondence
 - i. Maintain two-way communication with members
 - j. Maintain time records (WAR reports)

- k. Work with PTSA and community members to promote interests of schools and to pass school levies
- l. Serve as a leader of VEA members in political action that improves education
- m. Attend VISD board meetings on a rotating schedule.
- n. Delegate such duties, responsibilities, and assignments to members of the Executive Board, Executive Committee, and other committees that s/he deems necessary and proper for the efficient administration of the VEA.

Section 2. The Vice-President shall:

- a. Complete the President's duties in case of absence or vacancy
- b. Assist in preparation for and attend all VEA meetings both regular and special.
- c. Arrange amenities for Executive Committee meetings
- d. Assist in establishing Association policies and objectives
- e. Assist with preparations and approval of association budget
- f. Help identify and/or establish and ad hoc committees for research or problem-solving purposes
- g. Work with Building Representatives to find solutions to building issues.
- h. Organize and attend any special training or retreat sessions as scheduled by the President
- i. Serve as a leader of VEA members in political action that improves education and provide legislative contact information to members
- j. Attend VISD board meetings on a rotating schedule

Section 3. The Secretary shall:

- a. Maintain a meeting calendar and send timely reminders of dates, times and places to members/Executive Committee members
- b. Attend all VEA meetings, both regular and special
- c. Take complete notes at all meetings, distribute copies to attendees where appropriate
- d. Maintain a hard copy and electronic copy of those notes and other documents issued by the Executive Committee such as member communiqués and monthly budget
- e. Answer historical questions regarding minutes of past meetings
- f. Create a monthly newsletter in collaboration with the president and distribute informational flyers to building reps.
- g. Complete other tasks at the request of the President or Executive Committee
- h. Attend VISD school board meetings on a rotating schedule

Section 4. The Treasurer shall

- a. Attend all VEA meetings, both regular and special
- b. Be responsible for enrolling new members
- c. Maintain communication between VEA and district payroll and personnel

- offices
- d. Prepare:
 - i. Form 1099 for Executive board taxes each January
 - ii. Dues distribution reports for the UniServ each August-October
 - iii. Corporation fee to Washington State each month
 - e. Develop VEA budget in cooperation with the Executive Committee and present written monthly budget reports as per the UniServ requirements at Executive Committee meetings
 - f. Manage VEA bank accounts, cash flow, bills and officer stipend pay checks
 - g. Attend VISD board meetings on a rotation schedule\

Section 5. The Grievance Chairperson shall:

- a. Execute and oversee grievances filed by the VEA against the District
- b. Assist individuals in grievance that VEA/WEA deems legitimate. (Note: members may still pursue other grievances individually)
- c. Maintain detailed knowledge of the current contract
- d. Be willing to gather detailed information, work well with members, determine the contractual relevance of complaints
- e. Consult with UniServ Representative and WEA lawyers when necessary
- f. Strictly adhere to timetables spelled out in the current contract
- g. Understand the highly variable nature of the Grievance process – Grievances can vary from 2 hours to 72 hours of work and take place after school hours and may be resolved quickly and informally or may be more complex and need to be followed all the way to arbitration. Stipend per grievance shall reflect the level of work needed to resolve it.

Section 6. Building Representatives shall:

- a. Be faculty members in good standing of the Association and shall be appointed for a term of one year as a Building Representative to the Executive Committee. There shall be at least one Representative from each school. Appointments shall be made at the same time as the election of officers
- b. Attend all VEA meetings, both regular and special
- c. Attend training and retreats as scheduled
- d. Maintain two-way communication with all members in his/her building. Example: monthly updates to VEA bulletin boards, timely distribution of monthly newsletters, etc.
- e. Advocate for members in Executive committee meetings
- f. Serve as a knowledgeable resource for members regarding workplace, community, professional and contract issues
- g. Solicit input from members regarding concerns, interests, and needs to address with administration on a regularly scheduled basis.
- h. Work to recruit members, and new members when staff join mid-year.
- i. Attend VISD board meetings on a rotating schedule.

Section 7. The Special Services Representative shall:

- a. Be a faculty member, employed in special services, who is a member in good standing of the Association and shall be appointed for a term of one year as a Special Services Representative to the Executive Committee. The appointment shall be made at the same time as the election of the officers.
- b. Attend all VEA meetings, both regular and special
- c. Attend training and retreats as scheduled
- d. Maintain two-way communication with all members in Special Services and meet regularly with the SPED team and specialist teams
- e. Advocate for Special Services members in Executive Committee meetings
- f. Serve as a knowledgeable resource for members regarding workplace, community, professional and contract issues
- g. Solicit input from members regarding concerns, interests, and needs to address with administration
- h. Work to recruit members, and new members when staff join mid-year.
- i. Attend VISD board meetings on a rotating schedule

Section 8. The Bargaining Team shall:

- a. Serve as the directors of contract negotiations
- b. Maintain a schedule that meets all deadlines and keep records of all discussions throughout the process
- c. Poll the membership regarding bargaining items and priorities
- d. Be willing to work weekends, evenings, and summers during negotiation years- attendance at all negotiation meetings is mandatory
- e. Attend all VEA meetings, both regular and special (Note: 60 hours is a conservative estimate of the time commitment necessary to fill this position during negotiation years)

Article IV Duties of the Executive Board

Section 1. Between membership meetings, the Executive Board shall conduct and manage the affairs and business of the Association including interpretation of this Constitution and Bylaws.

Section 2. The Executive Board shall see that the budget is prepared and submitted for approval at the first meeting after elections take place.

Section 3. The Executive Board shall implement motions and resolutions approved by the Executive Committee and the membership and put into operation other measures consistent with the Constitution, Bylaws and policies of the Association. It shall fix the time and place and shall make all necessary arrangements for annual and special meetings.

Section 4. With the exception of committees established by the membership, the

Executive Board shall approve the appointment and discharge of all standing and special committee members, approve the creation of all special committees and shall renew the activities of all committees.

Section 5. All unbudgeted expenses of more than \$100.00 incurred in the name of VEA must be submitted to two members of the Executive Board for approval.

Article VI Nominations and Elections

Section 1. The President, with the approval of the Executive Board, shall appoint a nominations committee consisting of four members who shall complete a slate of candidates for Association officers. This slate shall be prepared the month before the election. Each nominee must be a member in good standing and give his/her consent to appear on the ballot. The Nominating Committee shall report all nominations to the membership in writing two weeks prior to the election.

Section 2. In addition to the provision of Section 1 above nominations from the floor shall be called for and received at the election meeting.

Section 3. The slate of officers shall include candidates for all Association offices.

Section 4. The Executive Board shall approve the time and place of the nominations and elections and ensure that they are convenient for the greatest possible attendance and/or participation by all active members.

Section 5. To win, a candidate must receive a majority of the votes cast. In the event of a plurality or a tie, the Executive Board shall hold a run-off election, within fifteen days, between the two candidates receiving the most votes.

Article VII Professional Rights and Responsibilities Commission/Grievance Chairperson

Section 1. The President shall appoint the Chairperson; the Chairperson as required will solicit additional members.

Section 2. The Chairperson shall advise the negotiations team of necessary contract language for securing satisfactory personnel policies and procedures for the redress of grievances.

Section 3. In potential and actual grievances, a member of the committee shall advise the member of contractual rights and act as the association representative for any grievances.

Article IX Negotiations

Section 1. The negotiations team for the Association shall consist of a Chief

negotiator(s), and at least three (3) other members appointed by the President, depending upon the needs for the particular round of Contract Bargaining. The Chief negotiator and bargaining team will work with WEA UniServ Staff to ensure a vigorous and quality bargain and the best contract possible.

Section 2. Each member of the negotiating team shall be appointed for overlapping, two-year terms by the President and approved by the Executive Committee. They shall explore and prepare for negotiations or other actions programs as necessary. Records of all negotiations shall be kept.

Section 3. All items for negotiation shall be placed before the Executive Committee for their considered, professional judgment, and then referred to the general membership for their approval prior to negotiations with representatives of the school board.

Article X Membership and Fiscal Year

Section 1. The membership and fiscal year shall be September 1 through August 31.

Article XI Ratification of Agreement and Authorization for Strikes

Section 1. The President and Chairperson of the bargaining team shall be authorized to sign a legal, binding, yearly or multi-year agreement with the employing board only after completion of the following procedure at a general membership meeting:

- a. A report and recommendation by the bargaining team
- b. A discussion by the membership
- c. A majority affirmative vote, by secret ballot, of the total active membership present and voting.

Section 2. Ratification of amendments to the negotiated agreement shall occur at a general membership meeting. Members will have 24 hours to review the recommendation by the bargaining team prior to ratification at a general membership meeting.

Section 3. Except in a work stoppage situation, at least 24 hours, written notice of the ratification meeting is required. The notice shall specify the time, place, and purpose of the meeting.

Section 4. Strike action must be authorized by 75% affirmative vote of the 75% total VEA local membership.

Article XII Quorum

Section 1. The membership in attendance at any duly authorized meeting shall constitute a quorum, except in the case of work stoppage or strike.

Section 2. Quorum at any duly authorized meeting shall be a majority of its members.

Article XIII Amendments

Section 1. These Bylaws may be amended by a majority vote of the membership, provided that the Executive committee has previously studied proposed amendments and that copies have been sent to the membership one week in advance of the meetings.

Article XIV Special Funds

Section 1. Emergency Assistance Loan Fund - in unusual circumstances of stress or need of a member of the VEA, the approval of the President and/or Treasurer and one other member of the Executive Committee may disburse money. The action must be reported to the entire Committee if time is available. The Executive Committee shall determine the amount spent.

Section 2. Legal Fund – In case of legal costs to any member of the VEA on matters of VEA concern, money for legal fees may be spent upon the approval of the Executive Committee, in consultation with WEA Staff.

Section 3. Scholarships – Two scholarships are available to any Vashon High School graduate.

The VEA Continuing Scholarship is \$1,000.00 any changes in this amount must be proposed by a sitting member of the Executive Board, and approved by a majority vote.