

**Bylaws
of the
Cambridge
Education
Association**

2012

***CEA BYLAWS REVISION COMMITTEE
2012***

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TABLE OF CONTENTS

	ARTICLE TITLE	PAGE
I.	NAME OF ASSOCIATION	2
II.	MISSION STATEMENT	2
III.	AFFILIATES	2
IV.	MEMBERSHIP	3
V.	EXECUTIVE OFFICERS	4
VI.	EXECUTIVE BOARD	7
VII.	MEETINGS	10
VIII.	COMMITTEES	11
IX.	FINANCES	19
X.	REIMBURSEMENT & REPORTS	19
XI.	RULES & PROCEDURES	19
XII.	AMENDMENT PROCESS	20
XIII.	ADDENDA	20

ARTICLE 1

NAME OF ASSOCIATION

The name of the Association shall be the Cambridge Education Association Inc., hereinafter referred to as the CEA. The CEA shall consist of the following Units:

- Unit A - Teachers
- Unit B - Administrators/Directors
- Unit C - Clerks
- Unit D - Substitutes
- Unit E – Paraprofessionals

And any units subsequently affiliated by vote of the Executive Board.

ARTICLE II

CEA Mission Statement

The Cambridge Education Association (CEA) believes that supporting students to learn and reach their fullest potential in all areas of their lives should be at the center of everything we do. Furthermore, we will be a member-driven organization dedicated to protecting employee rights, advancing the economic well being of our members, upholding high professional standards, increasing student academic achievement, and improving the quality of public education as a whole.

The Cambridge Education Association serves a dual role as both a professional association and a labor organization. As a professional association, the CEA will identify, promote, and support best instructional practices in our public schools. The CEA will identify best practices by holding informed and structured conversations with its members. We will put educators at the center of the debate of what constitutes quality public education, equity and achievement. The CEA will promote best instructional practices through educating its members and the community at large. The CEA will support best practices by advancing necessary changes in existing

structures through collective bargaining and the legislative process in an effort to make these practices a sustainable part of our school system. Key issues which have already been identified are:

- Closing the achievement gap
- Providing high quality professional development
- Recruiting and hiring highly qualified staff
- Supporting staff in their early years to improve retention
- Ensuring that staff have workloads and schedules that allow time for collaboration on classroom instruction and assessment
- Developing multiple career paths for members

As a labor organization, the CEA will represent, organize, and mobilize all of its members with equal vigor to improve the quality of their economic and professional lives. We will continue to advance and improve the professional lives of our members through the collective bargaining process. At the local level, the CEA will work proactively with administration to resolve conflicts at the school and district level. On state and national issues, the Association will maintain a visible presence in our schools and community in order to educate our members and the community at large regarding their impact on our public schools. Furthermore, the CEA will develop coalitions for the purposes of advancing the interests of our members and public education in general.

ARTICLE III **AFFILIATES**

The CEA shall be affiliated with the Massachusetts Teachers Association (MTA.) and the National Education Association (NEA) and shall comply with their regulations for affiliation.

ARTICLE IV **MEMBERSHIP**

- A. Any member represented by the CEA shall become an active member upon payment of the annual dues prior to November 1, or upon signing a dues deduction form.
- B. Upon retirement any member shall become an honorary member of the CEA provided that he was a member of the CEA on the date of retirement. Honorary membership may be conferred by a two-thirds vote of a general meeting of the membership.
- C. None but active members may attend business meetings, sign nomination papers, vote, or hold office in the CEA.
- D. Active members of the CEA shall also be members of the Massachusetts Teachers Association and the National Education Association.
- E. Active membership shall be continuous until the member leaves, resigns from the association or fails to pay membership dues.
- F. Adherence to the current Code of Ethics of the Education Profession shall be a condition of continuing membership. According to procedures adopted by the membership, the Executive Board may suspend from membership or expel any member who has been found in violation of the Code of Ethics of the United Teaching Profession.
- G. Membership shall be continued from year to year until death, retirement, resignation or the member cancels the membership with a 60 day notice in writing. Membership lists will be updated periodically throughout the year.

ARTICLE V
EXECUTIVE OFFICERS

A. Officers

The officers of the Association shall be as follows: President, Vice President, Secretary, and Treasurer.

B. Executive Officers Meetings

The Executive Officers will meet once a month and/or as needed.

C. Eligibility

1. Any member in good standing is eligible to run for office.
2. Candidates for President shall have served at least (2) years on the Executive Board of the CEA. Candidates for all other offices shall have served one (1) year as an elected member of any of the following committees: Executive Board, Contract or Grievance.

D. Powers and Duties of Officers

1. President

- a. The President shall be the Chief Executive Officer and sole spokesperson of the CEA. The President shall represent the Association before the public and the school department administration and shall attend all school committee meetings.
- b. The President shall set the agenda and preside over meetings of the Executive Board and the general membership.
- c. The President shall appoint the Chairperson and members of all committees with the advice and consent of the Executive Board, except where provided for in these Bylaws.
- d. The President shall be a member *ex-officio* of all committees, except the committee on elections. This designation shall carry with it the right to vote, except where otherwise provided for in these Bylaws.
- e. The President shall perform all other functions usually attributed to this office.

2. Vice President

- a. The Vice President shall perform those functions usually attributed to this office.
- b. The Vice President shall be chairperson of all Grievance Committees.
- c. The Vice President shall be a member *ex officio* of the Contract Committee for the unit of which he or she is a member.
- d. The Vice President shall assume the office of the President upon death, resignation or removal from office of the President for the remaining unexpired term.
- e. The Vice President shall attend MTA/NEA meetings as requested by the President.
- f. The Vice President shall perform all other functions usually attributed to this office.

3. Secretary

- a. The Secretary shall keep a full and accurate account of all CEA business transacted during the meetings of the Executive Officers, Executive Board and General Membership meetings.
- b. The Secretary shall provide all Faculty Representatives with a list of all Executive Board members, Committee Chairs and Committee Members. Such list will also contain their school assignment and school telephone numbers. The list will be revised annually and placed by individual Faculty Representatives on the bulletin boards of all schools by November 15th.
- c. The Secretary shall be responsible for the distribution of the minutes of the Executive Board meetings to the Executive Officers and the Faculty Representatives for distribution to the General Membership.

d. The Secretary shall be a member ex officio of the Contract Committee for the unit of which he or she is a member and be responsible for receiving minutes from the Contract Committees of all other units.

4. Treasurer

a. The Treasurer shall hold the funds of the CEA and disburse them in accordance with budgeted authorization.

b. The Treasurer shall bill the membership for all annual dues and transmit amounts due the Massachusetts Teacher Association and the National Education Association.

c. The Treasurer shall maintain a roll of the members as required by the MTA.

d. The Treasurer shall keep accurate accounts of receipts and disbursements and shall submit a written report to each meeting of the Executive Board and at the annual meeting of the general membership.

e. No money shall be expended for other than the budgeted CEA purposes except by vote of the Executive Board.

f. The Treasurer shall keep the President and the Executive Board informed of the financial condition of the CEA.

g. The Treasurer shall be bonded through the MTA.

h. The Treasurer shall be a member ex officio of the Finance Committee.

I. The Treasurer shall be a member ex officio of the Contract Committee for the unit of which he or she is a member.

E. Term of Office

1. All officers shall serve a three (3) year term, or until their successor is elected, and may run for re-election.

2. Newly elected officers shall assume office on July 1 of each calendar year.

3. Where a vacancy in any office other than President exists, the President shall appoint a qualified replacement for the unexpired term with the approval of the majority of members of the Executive Board present and voting.

F. Salaries

1. The salary of the President shall be \$1260 per month.

2. The salary of the Vice President shall be \$900 per month.

3. The salary of the Secretary shall be \$270 per month.

4. The salary of the Treasurer shall be \$720 per month.

ARTICLE VI **EXECUTIVE BOARD**

A. Membership of the Executive Board

1. The Executive Board of the CEA shall consist of the Executive Officers and faculty representatives as designated below. In addition, any CEA member duly elected to any MTA or NEA governing board shall serve as a non-voting member of the CEA Executive Board.

2. The Immediate Past President shall serve as a consultant to the President and the Executive Board for one (1) year.

3. Any member of the Executive Board of the CEA who fails to carry out their assigned duties as a faculty representative by missing (3) three regularly scheduled meetings during a school year without being excused by the President shall be automatically removed.

B. Powers and Duties of the Executive Board

1. The Executive Board shall direct and manage the affairs of the CEA.

2. The Executive Board shall adopt an annual budget for the CEA.

3. The Executive Board shall have the power to expend funds only for matters consistent with the objectives of the Association.
4. The Executive Board shall cause the CEA accounts to be reviewed and/or audited in compliance with State and Federal Labor Law.
5. The Executive Board shall make recommendations of policy to CEA members and be held responsible for executing said policies adopted by the CEA.
6. The Executive Board shall have the power to employ a staff for the efficient management of the CEA and adopt personnel policies for this staff.
7. The Executive Board shall establish committees and create policies governing them.
8. Whenever a majority of the Executive Board shall agree that an officer is incapacitated or has been grossly negligent in the duties of that office as defined in these Bylaws, it shall recommend immediately to the general membership that the office be declared vacant. If the general membership so votes by a two-thirds (2/3) vote, of those present and voting, to uphold the recommendation of the Executive Board, the office shall be declared vacant.

C. Faculty Representatives

1. **Teachers (Unit A)**. Each school/building/Upper Campus shall have one (1) Faculty Representative for each twenty-five (25) Unit A members or part thereof. Each school building shall have at least one (1) faculty representative. For the purpose of CEA representation, all Office of Special Education (O.S.E.) and special subject area teachers: e.g. Arts, Music, Physical Education, World Languages, Media Specialists, Special Start, etc. will be counted as regular staff members of the school to which they report on Mondays. Unit A Faculty Representatives will be elected by elections held in their schools at the beginning of the school year prior to the first CEA Executive Board

Meeting of the year. It shall be the duty of the incumbent representative, or temporary chairperson, whichever the case may be, to conduct by secret ballot, the election of the incoming representative(s) in his/her own school. Names, addresses, telephone numbers and school assignments must be submitted to the President by the September Executive Board Meeting.

2. **Administrators (Unit B)** will have one (1) representative per twenty-five (25) members of the unit or part thereof. Representatives for Unit B will be elected at a special meeting of Unit B held at the beginning of the school year prior to the first CEA Executive Board Meeting. Names, addresses, telephone numbers and school assignments must be submitted to the President by the September Executive Board Meeting.

3. **Secretaries (Unit C)** will have one (1) representative per twenty-five (25) members of the unit or part thereof. Representatives for Unit C will be elected at a special meeting of Unit C held at the beginning of the school year prior to the first CEA Executive Board Meeting. Names, addresses, telephone numbers and school assignments must be submitted to the President by the September Executive Board Meeting.

4. **Substitutes (Unit D)** will have one (1) representative per twenty-five (25) members of the unit or part thereof. Representatives for Unit D will be elected at a special meeting of Unit D held at the beginning of the school year prior to the first CEA Executive Board Meeting. Names, addresses, telephone numbers and school assignments must be submitted to the President by the September Executive Board Meeting.

5. **Paraprofessionals (Unit E)** will have one (1) representative per twenty-five (25) members of the unit or part thereof. Representatives for Unit E will be elected at a special meeting of Unit E held at the beginning of the school year prior to the first CEA Executive Board Meeting. Names, addresses, telephone numbers and school assignments must be submitted to the President by the September Executive Board Meeting.

6. If in the course of a school year, a vacancy occurs in a particular school or category, a new election will be held immediately. Results of said election shall be forwarded to the President. In the case where there are no candidates for election, the President will be empowered to seek a volunteer to fill the existing vacancy.

D. Duties of the Faculty Representatives

1. The Faculty Representative is the representative of the Association in their school building.

2. The Faculty Representatives shall be responsible for distributing association communications to the members of all units in their buildings or category where applicable, for keeping members informed and shall further act as liaison in their buildings or categories to the Executive Board.

3. Faculty Representatives shall assist in the formulation and processing of grievances.

4. Faculty Representative shall attend all meetings and notify members of general meetings and other CEA activities.

E. NEA and MTA Annual Meeting of Delegates

Delegates and Alternates who represent the CEA at the Annual Meeting of Delegates of the MTA and of the NEA Representative Assembly shall be elected by secret ballot. All CEA members are eligible to run for delegate or alternate. Election procedures as prescribed by both MTA and NEA shall be followed.

ARTICLE VII **MEETINGS**

A. Executive Board Meetings

1. The Executive Board shall meet on the first Monday of each month during the school year, except in September. The September meeting will be held on the second Monday.

2. A special or emergency meeting of the Executive Board may be called by the President or upon written request of (15) members of the Executive Board.

3. Twenty (20) members of the Executive Board plus the President, or his/her designee, shall constitute a quorum for the transaction of business of the Executive Board.

B. General Membership Meetings

1. The Annual meeting of the general membership shall be held on the first Monday in May.

2. An agenda will be sent to all members prior to the meeting.

3. Fifty (50) members of the CEA plus the President, or his/her designee, shall constitute a quorum for the transaction of business at meetings of the general membership.

C. Special Meetings of the General Membership.

1. Special Meetings of the general membership may be held at the call of the President or upon written request of (15) members of the Executive Board. Business to come before special meetings of the general membership must be stated in the call which shall be sent in writing to each faculty representative for distribution to each member at least forty-eight (48) hours five prior to the meeting. Business shall be confined to these items.

2. Fifty (50) members of the CEA plus the President, or his/her designee, shall constitute a quorum for the transaction of business at meetings of the general membership.

ARTICLE VIII **Committees**

A. Organization

1. There shall be the following Committees: Contract Negotiating, Grievance, Membership, Elections, Hospitality, and Finance.

B. Meetings and Reports

- 1. Each committee shall establish a meeting schedule according to the needs of that particular committee at its first meeting. Attendance and minutes shall be taken.
- 2. The Chair of each committee shall choose a secretary who will record the activities of that committee.
- 3. The chairperson of each committee shall submit a written report to the president and the Executive Board.
- 4. A record of attendance shall be made a part of the committee report.

D. Titles and Duties of Committees

1. Contract Negotiating Committee for Teachers/Administrators

a. The Contract Negotiating Committee shall consist of the President, and any other officer entitled to ex officio status plus ten (10) other members who shall be elected by the membership of Unit A and B by secret ballot. The ten (10) to be elected by the membership by secret ballot shall be from the following areas:

PreK-5	Two (2)
6-8	Two (2)
Secondary Level	Two (2)
Office of Special Education	Two (2)
Elementary Special Subjects	One (1)
Unit B Administrators	One (1)

The Contract Negotiating Committee shall serve for the life of the contract.

b. The Contract Negotiating Committee shall negotiate with the School Committee on hours, wages and working conditions, including the instructional programs for all personnel in the bargaining unit.

c. The Contract Negotiating Committee shall prepare and solicit proposals from the membership of Units A and B.

d. Upon reaching tentative agreement on all matters under negotiation, the Contract Negotiating Committee shall prepare and submit its report and recommendations to the members of their unit at an informational meeting. Procedures for ratification of an agreement shall be developed by the Executive Board upon recommendation of the President/Contract Negotiation Committee prior to the negotiations.

2. Contract Negotiating Committee for Secretaries (Unit C)

a. The Contract Negotiating Committee for secretaries shall consist of the President and any other officer entitled to ex officio status plus four (4) secretaries who shall be elected by the membership of Unit C. The Contract Negotiating Committee shall serve for the life of the contract.

b. The Contract Negotiating Committee for clerks shall negotiate with the School Committee on hours, wages and working conditions for all personnel in the bargaining unit.

c. The Contract Negotiating Committee shall prepare and solicit proposals from the membership of Unit C.

d. Upon reaching tentative agreement on all matters under negotiation, the Contract Negotiating Committee shall prepare and submit its report and recommendations to the members at an informational meeting. Procedures for ratification of an agreement shall be developed by the Executive Board upon recommendation of the President/Contract Negotiating Committee prior to the negotiations.

3. Contract Negotiating Committee for Substitutes (Unit D)

a. The Contract Negotiating Committee for substitutes shall consist of the President and any other officer entitled to ex officio status plus three (3) substitutes who shall be elected by secret ballot by the membership.

b. The Contract Negotiating Committee for substitutes shall negotiate with the School Committee on hours, wages and working conditions for all personnel in the bargaining unit.

c. The Contract Negotiating Committee shall prepare and solicit proposals from the membership.

d. Upon reaching tentative agreement on all matters under negotiation, the Contract Negotiating Committee shall prepare and submit its report and recommendations to the members at an informational meeting. Procedures for ratification of an agreement shall be developed by the Executive Board upon recommendation of the President/Contract Negotiating Committee prior to the negotiations.

4. Contract Negotiating Committee for Paraprofessionals (Unit E)

a. The Contract Negotiating Committee for paraprofessionals shall consist of the President and any other officer entitled to ex officio status plus five (5) paraprofessionals who shall be elected by the membership of Unit E by secret ballot.

b. The Contract Negotiating Committee for paraprofessionals shall negotiate with the School Committee on hours, wages and working conditions for all personnel in the bargaining unit.

c. The Contract Negotiating Committee shall prepare and solicit proposals from the membership of Unit E.

d. Upon reaching tentative agreement on all matters under negotiation, the Contract Negotiating Committee shall prepare and submit its report and recommendations to the members of Unit E at an informational meeting. Procedures for ratification of an agreement shall be developed by the Executive Board upon recommendation of the President/Contract Negotiating Committee prior to the negotiations.

5. Grievance Committee for Teachers/Administrators (Units A/B)

a. The Grievance Committee for teachers shall insure enforcement of the contract through the proper use of the grievance procedure.

b. The Grievance Committee shall consist of twelve (12) members; the Vice President as Chairperson, the President, and ten (10) other members who shall be elected by the membership of Units A and B by secret ballot. The ten to be elected shall be from the following areas:

PreK-5	Two (2)
6-8	Two (2)
Secondary Level	Three (3)
Office of Special Education	One (1)
Elementary Special Subjects	One (1)
Unit B Administrators	One (1)

The Grievance Committee shall serve for the life of the contract.

6. Grievance Committee for Secretaries (Unit C)

a. The Grievance Committee for secretaries shall insure enforcement of the contract through the proper use of the grievance procedure.

b. The Grievance Committee for secretaries shall consist of the Vice President, the President, plus four (4) secretaries who shall be elected by secret ballot by the membership of Unit C. The Grievance Committee shall serve for the life of the contract.

7. Grievance Committee for Substitutes (Unit D)

a. The Grievance Committee for substitutes shall insure enforcement of the contract through the proper use of the grievance procedure.

b. The Grievance Committee for substitutes shall consist of the Vice President, the President and three (3) substitutes who shall be elected by the membership of Unit D.

8. Grievance Committee for Paraprofessionals (Unit E)

a. The Grievance Committee for paraprofessionals shall insure enforcement of the contract through the proper use of the grievance procedure.

b. The Grievance Committee for paraprofessionals shall consist of the Vice President, the President and five (5) paraprofessionals who shall be elected by secret ballot by the membership. The Grievance Committee shall serve for the life of the contract.

9. Membership Committee

a. The Membership Committee shall organize and conduct local, state and national membership enrollment among non-members.

b. The Membership Committee shall inform members of the policies, programs, services and accomplishments of the CEA. It furthermore shall develop and conduct year-long programs for the orientation of new teachers to the community, the school system and the CEA.

10. Elections Committee

A. All Elections

1. No candidate for election may serve on this committee.

2. The Election Committee shall notify faculty representatives that nominations are being accepted. Nominees must be members in good standing of the CEA. The Elections Chair will verify that the nominee(s) meet the requirements set forth in these Bylaws.

3. The Election Committee shall prepare printed ballots containing the names of the candidates qualifying for each office. These printed ballots shall be distributed to CEA members. All ballots shall be returned to a certain place by a certain time in order to be validly counted. Said time and place shall be determined by the Election Committee. In the event that the number of candidates in a given election is equal to or less than the number of available seats, the candidate(s) will be declared elected by the Election Chair without an election.

4. All elections will be conducted by secret ballot. The “one person, one vote” principle will be in force.

5. To be elected, a candidate must receive a plurality of the votes cast.

6. A candidate seeking a recount or making a challenge to the results must make that request or challenge in writing within seventy-two (72) hours of the tally of the votes. The Election Committee will conduct any investigation or recount in a timely manner.

7. The Election Committee Chairperson shall report to the members of the Executive Board.

8. The President, with the advice and consent of the Executive Board, shall be empowered to fill any office or position for which no one has submitted nomination papers.

9. In case a vacancy occurs between elections, the President shall be empowered to fill the vacancy for the unexpired term, unless specifically prohibited elsewhere in these bylaws.

b. Election of Officers

1. The election of new officers will take place prior to May 31st. Nomination papers for officers will be submitted with at least ten (10) signatures of members in good standing and a biographical sketch, not exceeding fifty (50) words in length. Said submission will be made to the Election Committee by the date set. Biographical sketches will be distributed to members.

11. Hospitality Committee

a. The Hospitality Committee shall organize such social activities as may serve the needs of members and promote goodwill within the CEA.

12. Finance Committee

a. The Finance Committee shall prepare a proposed budget and present it to the Executive Board for approval by the first Monday in June.

b. The Finance Committee shall have the financial records of the CEA reviewed and/or audited annually and the review and/or audit shall be submitted to the President.

13. Special Committees

a. Each year the President may appoint such other special committees as may be necessary and shall discharge them upon completion of their duties.

ARTICLE IX **FINANCES**

A. The fiscal year shall be from July 1 to June 30th.

B. All CTA members are required to pay the full NEA/MTA/CEA universal dues. The NEA and MTA set their annual dues. The NEA sets its annual dues at the NEA Representative Assembly in July of each year and the MTA sets its annual dues at the Annual Meeting of Delegates in May of each year.

C. The annual CEA dues for all members shall be fifty (50%) percent of MTA dues for their respective employment category (rounded to the next high dollar) for the general purposes of the CEA unless otherwise determined by the CEA Executive Board at their June Board Meeting. A. In addition to the regular dues, all CEA members shall contribute \$1.00 per year to the CEA Member Support Fund.

D. The President with the approval of the Executive Board shall be empowered to provide paid clerical help.

ARTICLE X **REIMBURSEMENT AND REPORTS**

A. Delegates shall make a report to the CEA after attending MTA/NEA Meetings and/or conventions.

B. Stipends for Delegates will be paid in accordance with provisions established by the Executive Board. The President of the CEA shall be reimbursed for any salaries lost or expenses incurred due to his or her participation in CEA activities.

ARTICLE XI **RULES AND PROCEDURES**

A. Robert's Rules of Order Revised, when not inconsistent with these bylaws, shall govern the proceedings of the CEA.

B. The President shall appoint a parliamentarian who shall attend all general membership meetings of the CEA.

ARTICLE XII **AMENDMENT PROCESS**

These Bylaws may be amended by a two-thirds (2/3) vote of the members present and voting at any meeting of the General Membership of the CEA provided that copies of the proposed bylaws changes have been sent to all members of the CEA at least ten (10) days in advance of the General Membership meeting.

ARTICLE XIII **ADDENDA**

A. In the case of conflict with specific procedures outlined in these bylaws, the language of the contract will be adhered to with regard to the following:

Sick Leave Bank Committee