

Article I-Name

The Southwick Education Association, Incorporated shall represent educators and support staff employed by the Southwick Tolland Granville Regional School District.

Article II-Purpose

The Southwick Education Association, Incorporated (SEA) is an organization dedicated to providing a quality education for our students in a safe and healthy environment. To that end, we will guide, inform, and support the educators and support personnel of the Southwick Tolland Granville Regional School District (STGRSD).

Article III-Affiliations

The SEA shall be affiliated with the Massachusetts Teachers Association (MTA) and the National Education Association (NEA). A change in affiliations must be determined by the membership as an amendment to these by-laws.

Article IV-Membership

1. Members are required to pay annual dues to the local association, the MTA, and the NEA. The member may choose to pay dues through payroll deductions, or by cash. If by cash, 100% of the total dues must be paid to the Treasurer on or before December 1.
2. Any teacher, secretary, custodian, nurse, or paraprofessional employed by the STGRSD may become a member of the SEA.
3. Any other person may become a member by a majority vote of the association.

Article V-SEA Leadership

1. Only SEA members may hold positions in the local or be elected to represent the local at any other event, such as the MTA Annual Meeting.
2. The President, Vice-president, Treasurer, and Secretary shall be elected by the general membership.
3. Building Representatives: Whenever possible, there will be a minimum of 1 (one), and a maximum of 3 (three) representatives per unit per building. The Junior High School and the Senior High School shall be deemed separate entities for the purpose of determining representation.
4. Building delegates for each unit shall be determined at the annual back-to-school meeting. Less than 3 candidates for each position will result in those candidates being appointed to that position, without an election. Should there be more than 3 candidates for any such

position, an election will be held at that time. The three delegates with the most votes shall represent their unit in their building.

5. Delegates may be elected to represent the Association at meetings of the MTA or NEA, and shall report the results of any actions of such meetings to the Association. In the case that there are not more candidates than the number of allotted delegates, there need not be an election.
6. The Grievance Chair shall be appointed at the beginning of the year by the President and approved by the Executive Board by a majority vote at the first Executive Board meeting of the year. This vote shall be held during executive session, and the candidate for Grievance Chair will not be present.
7. Negotiations Chairs for each unit shall be elected only in years proceeding a negotiations year. The Negotiations Chairs will appoint members to sit on a Negotiations Team. In the event that there are not candidates for election prior to October 31 of the negotiations year, the Executive Board shall appoint a negotiations chair. The Negotiations Chair is responsible to the general membership and will report all settled negotiations to the general membership for ratification.
8. No one person shall hold more than one office during the school year. (Offices do not include chairs of committees that are appointed, not elected, such as the Sick Leave Bank Committee.)
9. The President, Vice President, Secretary, Treasurer, and the Grievance Chair, as well as the Negotiations Chairs during a negotiations year, will be paid a stipend equivalent to the total of NEA, MTA, and SEA dues paid by a Unit A member per year. This payment will be made by automatic deposit no later than June 1. In addition, the President will receive a stipend of \$500.00 a year, also payable no later than June 1. (This was voted on and changed to \$1000.00 at the first SEA meeting 2019/2020)
10. Should a negotiations year extend until December 1 of the following year, the Negotiations Chair(s) shall receive 100% of the previously described stipend for the second year. If, however, negotiations extend past July 1 of the following year, but ratification by both the general membership and the School Committee occurs prior to December 1, the Negotiations Chair(s) shall receive 50% of the previously described stipend. Said stipend will be paid according to language in article 9.

Article VI-Elections

1. The President, Vice-president, Treasurer, and Secretary will be elected to 1 (one) year terms.
2. The Negotiations Chair will be elected for the term of the negotiated contract.
3. Building Representatives per unit will be elected to a 1 (one) year term.
4. Elections of Officers (President, Vice-President, Treasurer, and Secretary) and for the Negotiations Chair (in the year of a negotiation) will occur at the time of the Annual Meeting of the General Membership in May.
5. Unless the Executive Board makes plans for an off-site vote (the casting of ballots that occurs at a place or places and a time other than the Annual Meeting) at the March Executive

Committee meeting, elections of Officers shall occur in person at the Annual Meeting of the General Membership in May.

- a. All members must sign in to vote, at which time the member shall receive a ballot.
 - b. The member may cast his/her ballot as soon as votes are called. A member may leave as soon as he/she casts his/her vote, if he/she would like to, forfeiting any right to a recount vote in the case of the number of ballots not matching the number of members who registered to vote, or any other irregularities.
 - c. Voting will not begin until after the meeting has been called to order, and all candidates have been verified.
 - d. Votes will be collected and counted by members other than officers. Results will be announced prior to adjournment, and a vote to accept the results will be taken.
6. Eligible candidates for office include any dues-paying member from any unit.
7. Candidates may be put on the ballot by notifying the Secretary of one's intention to vote 1 day prior to the election.
8. Write-in candidates may be nominated at the Annual meeting, prior to the vote.
9. The Executive Board may decide at the March Executive Committee meeting to hold elections for Officers at locations other than the Annual Meeting, such as in each building.
 - a. Committees must be designated by the Executive Board to oversee election protocol at each location that ballots are cast.
 - b. Off-site elections (elections that do not occur during the Annual Meeting) may occur up to 1 (one) calendar week prior to the Annual Meeting, but will only occur on one designated date.
 - c. Any member who casts a vote must sign in before receiving a ballot. Ballots must be marked and turned into a ballot box.
 - d. Unopened ballot boxes will be returned to the Annual Meeting in order for ballots to be counted and results to be reported.
 - e. Members who did not vote off-site may sign-in and vote at the Annual Meeting following the protocol in Section 5.
10. Building representatives for each unit shall be determined at the first Meeting of the General Membership on Opening Day in September, as outlined in Article V, Section 4.
11. Elected Officers begin their terms of July 1 following their elections, and their terms end on the following June 30, with the exception of Building/Unit Representatives, whose terms begin on the date they are elected and continues until the next election of Building/Unit Representatives.

Article VII-Meetings

1. There shall be at least one Executive Board meeting per month during the school year. The dates, places, and times of these meetings will be determined by the President in cooperation with the Secretary and posted in the Teachers' Rooms of each building, including the Junior High section of the High School.

2. All Executive Board meetings will be open to any and all members.
3. Only Executive Board members will vote at Executive Board Meetings.
4. Executive Board meetings may go into Executive Session by a majority vote of the Board. Executive Sessions may be called to discuss specific people or incidents to protect the privacy of members, for example.
5. Special Executive Board meetings may be called by the Secretary at the request of the President or at the request of any two Board members.
6. Special meetings of the general membership may be called by the Secretary at the request of the President or at the request of any two Board members.

Article VIII-Finance

1. The local annual dues shall be recommended by the board and determined by a vote of simple majority at the Annual Meeting.
2. If no vote is taken, the dues will remain the same as the previous year's dues.
3. SEA funds must be placed in a bank account which is federally insured.
4. Association funds may only be used for the achievement of the purposes of the Association.
5. The Southwick Education Association's fiscal year shall begin on July 1 and end on June 30 of each year.
6. A payroll organization will be retained for the purpose of dispersing stipends. The payroll organization will be charged with withholding and reporting any taxes due. The organization will also be responsible for filings and/or reportings required by the state and federal governments and providing W-2s for employees who have received compensation.

Article IX-Duty of Officers

1. The President shall preside at all meetings of the Association and of the Executive Board, shall supervise the affairs of the Association. S/he shall set an agenda for such meetings. The President shall appoint, and be a member ex officio of, all committees unless otherwise stated in these by-laws. The president is responsible for informing the committees and the officers of their own responsibilities. S/he will also be a co-signer of the check book, and a key holder of any post office boxes or safe boxes that the Association might lease.
2. The Vice –President shall perform the duties of the President in his/her absence or at his/her request. The Vice President and the President will split the responsibility equally of representing the Association at the bargaining table for all units.
3. The Secretary shall keep a full and accurate record of all business transacted by the Association, and the Executive Board. S/he will keep a list of the officers, directors, representatives, delegates, and members of the committees, along with their addresses, phone numbers, and other pertinent information. The Secretary shall conduct the correspondence of the Association, preserve its documents, and provide the state and national associations with any information that they may require. The secretary will also provide minutes to the members of the Executive Board meetings prior to the following meeting.

4. The Treasurer shall hold the funds of the Association and disburse them in accordance with the budgeted authorization. S/he shall bill the membership for all annual dues, collect dues, and transmit amounts owed the MTA and the NEA, according to the billing schedule of each organization. S/he will keep an accurate account of all transactions, and report these transactions in a financial statement to the general membership at the Annual Meeting, as well as to the Executive Committee on a regular basis. The Secretary will work with the Executive Committee to provide and budget for the following year at the Annual Meeting. S/he will work as a liaison between the Association and a Payroll Company.
5. The Grievance chair shall be responsible for hearing complaints from employees and determining whether or not the complaints can be resolved by means other than a grievance. When deemed necessary, a grievance will be filed by the Grievance Chair, upon agreement with the President, at the appropriate step, and in accordance with contract language.
6. Building/unit Representatives will be available to employees in each building, helping them to clarify contract language and to solve problems. The Building/unit Representative will contact the President and/or the Grievance Chair for guidance, when necessary. The Building/unit Representative will report exchanges with members to the Executive Board.
7. Negotiating Chairs are responsible for appointing Negotiation Committees, getting feedback from the membership in their units as to important issues, presiding at negotiations, calling for votes of the committee, reporting progress back to the Executive Board, presenting a tentative agreement to the membership, and signing a ratified agreement. Negotiation Chairs may meet with membership during the bargaining to request direction by the members.

Article X-Executive Board

1. The Executive Board shall consist of the officers, Building/unit Representatives, and the Grievance Chair. This Board shall be the executive authority of the SEA.
2. The Executive Board will be responsible for the management of the Association and will carry out the policies of the Association.
3. The Executive Board will report to the general membership, suggest policies for them to consider, and consider policies suggested by the members.
4. The Executive Board will adopt an annual budget, set dues, and arrange for periodic audits of the financial books.
5. The Executive Board will appoint committees and create policies governing them.
6. The Executive Board may decide that an officer is incapacitated and/or derelict in his/her duties to the Association, in which case, the Board can call a special meeting of the membership. The meeting must be posted in each teachers' room for at least 10 calendar days. A vote of the general membership of 2/3 of those in attendance shall declare that office vacant, and a new officer can then be elected. Any officer removed before December 1 will forfeit his/her stipend. If removed after December 1, but before July 1, that officer will receive ½ of his/her normal compensation, as outlined in Article V, section 4.

7. The Executive Board can go into Executive Session by majority vote of those present whenever an issue might arise concerning an individual, or a unit. During Executive Session, only Board members may remain in the room. The presiding officer may excuse the member, or the unit, in question, at his/her discretion.

Article XI-Committees

1. There shall be 3 (three) standing committees for the Association: Grievance, Scholarship, and Sick Leave.
2. The Grievance Chair shall appoint a grievance committee, made up of (1) one member from each building. The President shall be a non-voting member, unless a tie-breaking vote is needed. The Grievance Chair shall call the Grievance Committee together whenever a decision to go to level 4 (arbitration) is necessary. The Grievance Chair will lay forward the facts of the case, as well as the grievance procedure that has occurred thus far. The Committee will discuss the merits of moving on to a level 4 grievance, and then the Chair will call for a vote. The results of the vote is binding.
The Grievance Chair may call the committee together at any time during the Grievance process prior to Level 4, at his or her discretion. The Grievance Committee will help the Chair decide whether or not there is enough merit to go forward with the grievance.
3. Negotiations Chairs from each unit shall appoint Negotiation Committees. An attempt should be made to have one member from each building on the committees. The President shall be a non-voting member, unless a tie-breaking vote is needed. These committees will only meet to carry out the bargaining necessary to resolve a contract. They will be dissolved at the ratification of a new contract.
4. The Scholarship Committee shall have the complete responsibility of awarding the SEA Scholarship(s). The total number of scholarships, and the total amount awarded for each scholarship shall be recommended to the membership at the Annual meeting and approved by a majority vote of the number of attending members. The President shall appoint a chairperson, who may appoint a committee to help read applications. Eligible candidates for the scholarship must be children of SEA members. All scholarship monies shall be awarded in the second semester upon receipt of confirmation from the school where the recipient is enrolled.
5. Other committees may be appointed, as needed.

Article XIII-Quorum

1. At any Association meeting, with the exception of the first meeting of the year of general membership, publicized in each building for a minimum of 5 working days, a quorum consists of the number who attend the meeting. The number of members who stay for the meeting on Opening Day at the beginning of a school year will constitute a quorum.
2. Fewer than 3 Board members at any meeting will require that the meeting be rescheduled.

Article XIV-Amendments

1. These by-laws may be amended at any meeting of the general membership by a 2/3 vote of those present, providing that the meeting has been posted for at least 10 working days and that a copy of the proposed changes is available for the members to consider at that time.
2. The amendment(s) must be either accepted or rejected by the membership. If the amendment(s) are rejected, changes in substance or in language may be suggested by membership at that time; however, no new vote will be taken until the Executive Board and the membership have the opportunity to review the ramifications of the new proposal(s). The amendment(s) may be rewritten and presented again for ratification at the discretion of the Executive Board.
3. By-laws changes shall go into effect immediately upon ratification.

Article XV-Parliamentary Procedure.

1. Parliamentary procedure shall be the default procedure of all meetings. Whenever there is a question about the proper procedure at an SEA meeting, Parliamentary procedure will guide decisions.

Article XVI-Emergency Elections

1. If any of the officers resigns, it is the responsibility of the Executive Board to hold an special election within 2 school weeks of the resignation. Until such an election is held, the Board will do whatever is necessary to make sure that the duties of that office fulfilled.
2. If the Negotiations Chair resigns, it is the responsibility of the President to appoint a new Negotiations Chair, preferably one of the members of the Negotiating Committee.
3. If an officer resigns, any honors of that office shall be forfeited by that person.

Article XVII-Member Rights

1. All members shall be entitled to representation at meetings, either formal or informal, in which their position or professionalism may be threatened or questioned by a supervisor or administrator.
2. In the event that two or more members are involved in a conflict with each other, in the context of the circumstances outlined in section one of this article, each member has the right

to representation from the Association. In the event that one such member requests a representative, each member will be entitled to a representative from his/her unit.

3. It is understood that any member has the right to refuse representation as outlined in sections one (1) and two (2).