

CONSTITUTION OF THE
FREMONT EDUCATION ASSOCIATION

ARTICLE I: NAME

The name of this Association shall be Fremont Education Association in Santa Clara County, an affiliate of CTA-NEA, hereinafter known as the Association.

ARTICLE II: PURPOSE

The primary purpose of this Association shall be:

- 2.1 To represent its members in their relations with their employer, and to be the exclusive representative of those members in all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment;
- 2.2 To form a representative body capable of developing group opinion on professional matters which speaks with authority for teachers;
- 2.3 To provide an opportunity for continuous study and action on problems of the profession;
- 2.4 To work with the Administration in identifying and resolving problems;
- 2.5 To promote professional attitudes and ethical conduct among members;
- 2.6 To foster good fellowship among members.

ARTICLE III: MEMBERSHIP

3.1 General Requirements

To become a member, an enrollment form must be completed and filed, together with the prescribed amount of dues for the membership category, or with a payroll deduction authorization.

- 3.1.1 Members of the Association shall be either full or part-time certificated employees of the Fremont Union High School District, or other members duly authorized by the Collective Bargaining Agreement between the Fremont Union High School District and the Association.
- 3.1.2 Membership must be obtained in the appropriate parallel category within the California Teachers Association and the National Education Association whenever such memberships are available.

3.2 Membership

3.2.1 Membership shall be open to any person who is a member of the bargaining unit, is on paid leave of absence from such work, or is on unpaid leave but pays dues for the period of leave. The right to vote and hold elective office shall be limited to members.

3.3 Membership Year

The membership year shall be that period of time from September 1st of any given calendar year through August 31st of the following calendar year, inclusive.

3.4 Dues for Members

3.4.1 Association dues shall be unified FEA/CTA/NEA dues.

3.4.2 Members shall be required to maintain membership and pay dues until the expiration date of the Collective Bargaining Agreement with the Association and the District.

3.4.3 Annual dues/fees shall be established by action of the Representative Council and as prescribed by the Collective Bargaining Agreement between the Association and the District. Such annual dues/fees shall be approved as part of the annual budget.

3.4.4 Part-time employees shall pay their dues in accordance with the CTA/NEA guidelines.

3.4.5 Any negotiated representation or organization security fee shall be equal to membership dues.

3.4.6 A member may pay dues through payroll deduction or a one-time cash payment due in full by October 1.

3.5 Member Rights

Members in good standing shall be entitled to:

3.5.1 Vote on all matters submitted to the general membership.

3.5.2 Be present at any meetings at which business of the Association is transacted.

3.5.3 Present matters of individual concern to the Representative Council.

3.5.4 Run for and hold office in the Association.

3.5.5 Vote on ratification of any collective agreements negotiated between the Association and the Fremont Union High School District Board of Trustees.

3.5.6 Appeal to the Representative Council if disciplined by the Association.

ARTICLE IV: OFFICERS

4.1 Composition

The officers of the Association shall be: a president, vice-president, secretary and treasurer.

4.2 Terms and Conditions

4.2.1 Beginning in 1994, officers shall be elected by the membership-at-large to a two year term and shall hold office from July 1 until June 30 of the next even-numbered year.

4.2.2 Officers shall be members of the Fremont Education Association, the California Teachers Association, and the National Education Association.

4.2.3 Elections shall be conducted in accordance with Article 8.

4.2.4 The term of office shall be two (2) years (beginning July 1, 1994)

4.3.1 President

4.3.1.1 To preside at all meetings of the Association Representative Council, the Executive Board and to serve on the Uniserv Council.

4.3.1.2 To serve as ex-officio member of all committees, except as otherwise provided in the Constitution.

4.3.1.3 To appoint special committees or personnel whenever the need arises.

4.3.1.4 To perform such other duties as may be directed by the Executive Board or Representative Council.

4.3.1.5 To appoint members of the negotiating team, including the chairperson, subject to ratification of the Representative Council.

4.3.1.6 To countersign checks in accordance with the policies and procedures of the Representative Council and the Executive Board.

- 4.3.1.7 To chair the grievance committee.
- 4.3.1.8 To be the official spokesperson for the Association.
- 4.3.1.9 To attend Service Center Council meetings.

4.3.2 Vice President

- 4.3.2.1 To assume the duties of the president in his or her absence, and in the event of the resignation, death or removal from office of the president; to succeed to that office for the remainder of the president's term.
- 4.3.2.2 To serve as ex-officio member and coordinator of all standing committees, except as otherwise provided in the Constitution.
- 4.3.2.3 To assist the president, the Executive Board, or the Representative Council.
- 4.3.2.4 To perform such other duties as may be directed by the president, the Executive Board, or the Representative Council.
- 4.3.2.5 To serve on the Executive Board, Representative Council, and the Uniserv Council.

4.3.3 Secretary

- 4.3.3.1 To attend meetings of the Executive Board, Representative Council, and the Uniserv Council.
- 4.3.3.2 To transcribe minutes for those meetings.
- 4.3.3.3 To perform other duties as directed by the Executive Board or the Representative Council.
- 4.3.3.4 To maintain an accurate membership roster.
- 4.3.3.5 To serve on the Executive Board and the Representative Council.

4.3.4 Treasurer

- 4.3.4.1 To supervise and maintain the financial records of the Fremont Education Association, and to present a monthly financial report to the Executive Board and Representative Council as well as CTA, NEA or other agencies as required by law.

- 4.3.4.2 To countersign and issue checks drawn on the funds of the Association in accordance with the policies and procedures of the Representative Council.
- 4.3.4.3 To receive and deposit funds.
- 4.3.4.4 To serve on the Executive Board.
- 4.3.4.5 To have the Association financial records audited.
- 4.3.4.6 To notify the appropriate officers, committees, Executive Board and Representative Council when a budget item is at maximum.

ARTICLE V: STATE REPRESENTATIVE

- 5.1 CTA State Representative(s) and alternates(s) shall be elected under the terms and conditions prescribed by CTA.
- 5.2 This representative(s) shall serve on the Executive Board and Representative Council whenever he or she is a member of FEA.

ARTICLE VI: EXECUTIVE BOARD

- 6.1 There shall be an Executive Board composed of:
 - elected officers (president, vice-president, secretary, and treasurer)
 - CTA state representative(s)
 - president of each school site who shall also serve as the liaison representative in his or her respective building, unless said obligation is designated to an appointee of the building president.
 - chairperson of the negotiating team

6.2 Qualifications

Members of the Executive Board shall belong to the Fremont Education Association, the California Teachers Association and the National Education Association.

6.3 Meetings

- 6.3.1 Regularly scheduled monthly meetings shall be held by the Executive Board.

6.3.2 Special meetings shall be called by the president as needed, or by the request of any three members of the Board.

6.4 Minutes

Minutes of the meetings of the Executive Board shall be distributed to all members of the Board and shall be available to all members of the Association.

6.5 Quorum

A majority of the Executive Board shall constitute a quorum. Once determined by roll call at the beginning of each meeting, the quorum shall be in effect for the entire meeting.

6.6 Voting

Each member shall be entitled to one vote except the Negotiating Chairperson.

6.7 Assuming Office

The term of office for school site representatives of the Executive Board shall begin on July 1 and end on June 30, unless as otherwise determined by the policy of a school site. The term shall be for one year.

The term for CTA Staff Representative(s) shall begin on June 1 and shall continue for the timeline specified by the CTA State Council guidelines.

6.8 Vacancies

6.8.1 A vacancy on the Executive Board shall be deemed to exist in the case of death, resignation, recall, or the inability to serve; or if any member of the Executive Board ceases to be a member of the association, or ceases to be employed in the Fremont Union High School District; or is absent from a meeting of the Executive Board without proper excuse more than three times during the one school year. The Representative Council shall determine whether or not a particular absence is with proper excuse.

6.8.2 Vacancies that exist on the Executive Board shall be filled as follows:

6.8.2.1 The vice president shall assume the office of president should a vacancy occur and shall serve the remainder of the preceding president's term in office.

6.8.2.2 In the event of a vacancy in the office of vice president, secretary or treasurer, a special election shall be called to elect a successor.

- 6.8.2.3 In the event of a vacancy in the office of CTA State Representative, the Representative Council shall notify the alternate delegate(s) to serve the remainder of the term of office.
- 6.8.2.4 In the event of a vacancy in the chair or membership of the Negotiating Team, the vacancy shall be filled by presidential appointment and ratified by the Representative Council.
- 6.8.2.5 In the event of a vacancy of a building representative, the replacement shall be by an election in the respective building.

6.9 Powers and Duties

- 6.9.1 To attend to matters of urgent and compelling business subject to the ratification of the Representative Council.
- 6.9.2 To make and adopt standing rules and regulations consistent with this Constitution and directions of the Representative Council for conducting the affairs of the Executive Board.
- 6.9.3 To establish and dissolve special committees as needed.
- 6.9.4 To evaluate the Executive Director.
- 6.9.5 To determine whether or not a grievance recommendation shall proceed to arbitration.
- 6.9.6 To direct the president to notify the aggrieved of the decision, and if denied, the reasons upon which the decision was based.

ARTICLE VII: REPRESENTATIVE COUNCIL

7.1 Composition

- 7.1.1 The Governing Body shall consist of one (1) representative for each twenty (20) members of the Association, with representatives elected in the above-stated proportions, to the nearest whole number; the elected officers, State Council Representative(s), site presidents/designees and the chairperson of the bargaining team.
- 7.1.2 Each comprehensive school shall be classified as a unit for purposes of representation, and shall elect its representative by building at the ratio designated in 7.1.1.

7.1.3 All members who are not part of a comprehensive school shall be classified as a unit and shall be entitled to not less than one (1) representative, and numbers permitting, shall elect additional representatives according to the ratio in 71.1.

7.2 Elections

Each school shall elect its representative(s) in May and the representative(s) shall take office on June 1.

7.3 Term of Office

The term of representatives shall be one year, from June 1 through May 31.

7.4 Quorum

7.4.1 A quorum of the Representative Council shall consist of a majority of the members. Each member of the Representative Council shall be entitled to one vote. Once determined by a roll call, the quorum shall be in effect for the entire meeting.

7.4.2 Alternates - A Faculty Representative who must be absent from a Council meeting must send an alternate. Upon being seated by the Representative Council, each alternate assumes the rights and responsibilities of membership of the Council.

ARTICLE VIII: NOMINATIONS AND ELECTIONS

8.1 Nominating and Election Committee

8.1.1 Members of this committee shall be appointed by the president.

8.1.2 The duties of this committee shall be:

8.1.2.1 To submit a report to the Representative Council at the April meeting for conducting the election of officers.

8.1.2.2 To solicit candidates from among the members and provide the forms and materials for an election in each representative unit and to post the names of the candidates as proscribed by section 8.2.

8.1.2.3 To establish the time and place for special elections.

8.1.2.4 To certify the results of the election in a report to the Executive Board and Representative Council.

8.1.2.5 To publish the election results.

8.2 Nominations

8.2.1 Any member at her or his request shall have her or his name placed on the ballot for an office of the Association by sending a memo which states his/her intent to run for such office no less than 15 days from the announced date of the election.

8.2.2 A notice requesting nominations for elective office shall be initiated no less than four weeks prior to the election and such notice shall be posted in each school.

8.2.3 A list of candidates for office shall be posted at each school not less than two weeks prior to the election.

8.3 Balloting

8.3.1 General elections shall be held in May and shall be by secret ballot.

8.3.2 The candidate receiving the majority of the votes cast for each office shall be declared elected.

8.3.3 In the event no candidate receives a majority of votes, the membership at large shall elect from the two candidates receiving the largest number of votes.

8.3.4 All schools must use locked ballot boxes in all Association elections.

8.4 Recall Elections

8.4.1 A recall of any person in an elective position may be initiated by a petition signed by one-third (1/3) of the active membership of their particular constituency. A statement of the reasons for the proposed recall shall be a part of the recall petition.

8.4.2 Each person named in the recall petition shall have the right to make a rebuttal statement which shall be distributed to their constituency at least 7 days before the recall election.

8.4.3 Recall elections shall be by secret ballot.

8.4.4 In the event that a recall election creates a vacancy, the vacancy shall be filled by the Representative Council until such a time as an election can be held. Such an election shall be held within sixty (60) calendar days.

ARTICLE IX: COMMITTEES

9.1 Grievance Committee

9.1.1 This committee shall be charged with the responsibility of investigating and processing grievances and shall be chaired by the president.

9.1.2 This committee shall carry out such other duties as may be directed by the president.

9.1.3 This committee shall be comprised of the Executive Board.

9.2 Ad Hoc Committees

Ad hoc committees shall be appointed by the president and approved by the Representative Council.

9.3 Committee Chairpersons

Committee chairpersons shall be appointed by the president.

ARTICLE X: NEGOTIATING TEAM

10.1 General Provisions

10.1.1 Team members shall be nominated by the President and approved by the Representative Council.

10.1.2 Vacancies created by resignation or inability to serve shall be filled by nominations from the President with subsequent approval by the Representative Council.

10.1.3 Responsibility and authority for directing the bargaining process on behalf of the Association is vested in the Representative Council.

10.1.4 A member of the Negotiating Team may be removed by a 2/3 majority of the Executive Board.

10.2 Duties of the Negotiating Team

10.2.1 To represent and to bargain for the bargaining unit.

- 10.2.2 To report its activities to the Representative Council in such form and with such frequency as the Council may require.
- 10.2.3 To disseminate information on a regular basis to the Representative Council and the general membership.
- 10.2.4 To survey members to determine appropriate items for contract proposals.

10.3 Limitations

The Negotiating Team may reach tentative agreements with the Board's representative(s). Such agreements shall not be binding upon the Association until such agreements have been ratified by the membership.

ARTICLE XI: EXECUTIVE DIRECTOR

11.1 Upon the resolution of the Representative Council, the Association shall employ an Executive Director.

11.2 Terms and Qualifications.

- 11.2.1 Term of employment shall be that stipulated by the employment agreement as determined by Uniserv Council.
- 11.2.2 Qualifications shall be those stipulated by the job description as approved by Representative Council.
- 11.2.3 Duties shall be those stipulated by the job description.
- 11.2.4 Evaluation shall be as stipulated in the contract between the Association(s) and the Executive Director.

ARTICLE XII: AMENDMENTS

12.1 Proposal

Amendments to the Constitution of this Association may be proposed by a majority vote of the Representative Council, presented at any regular meeting, or by a petition signed by twenty percent (20%) of the general membership.

12.2 Notice and Publicity

A copy of the proposed amendments, together with a recommendation of the Representative Council, shall be posted in each school at least twenty (20) school days prior to voting of them.

12.3 Proposed amendments shall be submitted by ballot to the Association membership and voting shall occur at the general election or by special election as directed by the Representative Council.

12.4 Ratification

Amendments to the Constitution will be ratified if approved by a two-thirds majority vote cast by Association members.

12.5 Effective Date

Amendments shall go into effect immediately unless the amendment specified another date.

THE BYLAWS
OF THE
FREMONT EDUCATION ASSOCIATION

Purpose: To codify the common practices of the Association which are determined by the Representative Council of the Association.

Section 1: Authorized Expenses

- 1.1 All expenses authorized by the Association and subsequent changes in such expenses shall be approved by the Representative Council of the Association.
- 1.2 The following officers shall receive a monthly stipend: president, vice-president, secretary and treasurer.
- 1.3 Additional monthly stipends shall be allocated for the chairperson and each member of the negotiating team.
- 1.4 The appropriate amounts for these stipends shall be subject to annual review and included in the annual budget.
- 1.5 Additional expenses may be incurred by officers, committee chairpersons and other members authorized to act on the Association's behalf, and such expenses may be reimbursed after receipt of verification of the expense up to the amount budgeted for that office, committee, or project.
- 1.6 For expenditures which would exceed a budgeted amount and/or an amount not allocated in the annual budget, such expenses must have the prior approval of the Representative Council.
- 1.7 It shall be the duty of the Association treasurer to advise the Representative Council when a budget item has expended its annual allocation and to recommend appropriate action.
- 1.8 A copy of each annual budget shall be kept on file with the Bylaws.

Section 2: Professional Staff

- 2.1 All staff shall be employees of the Uniserv unit.
- 2.2 The Uniserv Council shall set forth in negotiated contacts or job descriptions, the terms and conditions of employment of the Executive Director and staff.
- 2.3 A contract of employment shall be negotiated between the Uniserv Council and the Executive Director.

- 2.4 Salary shall be as negotiated by the Uniserv Council and/or its designated representatives and the Executive Director.
- 2.5 Expenses shall be as determined by the Director's contract, but shall be subject to verification by receipts.
- 2.6 The Uniserv Council shall evaluate the Executive Director once a year based on conditions set forth in the negotiated contract between the Council and the Executive Director.
- 2.7 Salary for the office staff shall be as negotiated between the Uniserv Council and the staff.
- 2.8 The Executive Director shall evaluate the office staff.

Section 3: DeAnza Uniserv Council

- 3.1 There shall be three (3) designees to the Uniserv Council, two of whom shall be the President and Vice-President of the Association.
- 3.2 The third representative shall be either the Secretary or Treasurer of the Association.
- 3.3 The Uniserv Council shall be funded on a pro rata basis based on the membership of each Association.
- 3.4 If necessary, the office staff and the Executive Director shall be fired and/or terminated by the Uniserv Council.

Section 4: Amendments

- 4.1 An amendment to the Bylaws may be proposed by a member of the Executive Board or Representative Council.
- 4.2 Such an amendment must be presented at a Representative Council meeting, but no action may be taken until the next regularly scheduled Representative Council meeting.
- 4.3 Each member of the Representative Council shall receive a copy of the proposed amendment at least two (2) weeks prior to the meeting at which the amendment is subject to an action vote.
- 4.4 The Standing Rules of the Fremont Education Association may be amended by the vote of a majority of the Representative Council members present.