



## **BYLAWS OF THE LANE COUNTY EDUCATION ASSOCIATION**

### **ARTICLE I Name, Affiliation, and Purpose**

- A. **NAME:** The name of the organization shall be the Lane County Education Association (LCEA) (hereinafter referred to as “Association”).
- B. **AFFILIATION:** The Association shall affiliate with the Oregon Education Association (OEA) and the National Education Association (NEA) and shall allow for their Bylaws.
- C. **PURPOSE:** The Association’s purpose shall be to represent the interests of the LCEA association members of Lane Education Service District, and to uphold the integrity of the contract in the best interest of those association members.

### **ARTICLE II Membership and Dues**

- A. **MEMBERSHIP:** Membership in the Association shall be open to classified and licensed Lane ESD employees covered by the Lane ESD Board and Association Master Contract/Agreement. Membership will be effective according to the fiscal year, August 1-September 30.
- B. **DUES:** The annual dues of the Association shall be established annually by the Executive Board and shall be consistent with the OEA/NEA Bylaws. Local Association dues shall be set by the Executive Board and will be no more than ten dollars (\$10.00) per month. Dues increases shall be approved by a quorum of the membership.
- C. **DUES PAYMENT:** A member’s annual dues shall be prorated, based upon the number of months worked, and placement on the dues chart, which takes into account salary, FTE, and certified or classified status. A copy of the most current dues schedule is on file with the Treasurer. National, state, and local dues will be paid by payroll deduction October through June. Members who choose to pay their membership by cash or check shall do so by November 1<sup>st</sup>.
- D. **AUDIT:** A third party outside of the Association and Executive Board shall do an annual audit of the Association financial records. Persons participating in the audit shall go through the financial records and submit a summary statement, including any recommendations, to the Three Rivers Education Council (TREC) office and the Executive Board.

### **ARTICLE III General Meetings and Quorum**

The Association shall hold a minimum of one (1) general meeting during the academic year with dates and agenda set by the Executive Board. The President or a majority of the Executive Board may call special meetings.

- A. **FORMAT:** Meetings may be held virtually through the use of telecommunications. Meetings may also be held in two or more locations in order to accommodate the vast geographic locations of the individual member work sites. The duration of the meetings will be set by the Executive Board at the first meeting of each year, or adjusted by the President and Secretary as needed. Meetings that exceed the allotted time require a vote by simple majority of the quorum, to extend the meeting time. If passed, the time will be extended, but Board members may be excused. The President and/or Secretary may ask that an item be placed on hold or removed, in the interest of adhering to a meeting’s timeline.
- B. **QUORUM:** A quorum may be physical or electronic, depending upon the format of the meeting. A quorum shall consist of thirty (30) percent of the Association membership, rounding down. Vote by proxy to an executive board member will be counted as an approved vote.

### **ARTICLE IV Ratification of Master Contract/Agreement**

The Master Contract/Agreement, tentatively agreed upon through the negotiations process between representatives of the Lane ESD Board and Association, shall be approved upon ratification by a majority of voting Association members (i.e., the quorum).

## ARTICLE V Officers

Officers of the Association shall consist of: Two Co-Presidents, one licensed and one classified (hereinafter referred to as "President"), Vice President, Past President, Secretary, and Treasurer. Officers shall be elected annually and for a specific term (see Article IX).

### A. PRESIDENT

1. Is spokesperson for the Association and oversees all Association business.
2. Presides at all general and Executive Board meetings.
3. Appoints, with Executive Board approval, Association committee chairpersons.
4. Represents the Association in the TREC, or appoints a delegate from among the Officers.
5. Is ex-officio member of all Association committees.
6. May sign checks, in conjunction with other officers.
7. Assumes duties of the Vice President when the position is vacant.
8. Receives a \$599 per year stipend, funded by Association dues, to offset time spent conducting Association business.

### B. VICE PRESIDENT

1. Assumes duties of the Co-Presidents in their absence or in the event of their resignation.
2. Chairs committees as appointed by the President, including serving as the default chair of the Communications Committee.
3. Assumes other duties as designated by the President or the Executive Board.
4. Edits an Association newsletter.
5. May sign checks, in conjunction with other officers.
6. Receives a \$599 per year stipend, funded by Association dues, to offset time spent conducting Association business.

### C. PAST PRESIDENT

1. Advises the Executive Board for a one-year term following his/her term of office.
2. Acts as Parliamentarian and attends a majority of the Executive Board meetings.
3. Remains in office until a new President is elected.
4. Receives a \$599 per year stipend, funded by Association dues, to offset time spent conducting Association business.

### D. SECRETARY

1. Keeps minutes of general and Executive Board meetings.
2. Distributes minutes of general and Executive Board meetings, upon approval of the President.
3. Maintains an official file of past minutes, Association newsletters, correspondence, etc.
4. Assists the Vice President with the Association newsletter.
5. Is a member of the Communications Committee.
6. Assists the Co-Presidents with Association correspondence.
7. May sign checks, in conjunction with other officers.
8. Receives a \$599 per year stipend, funded by Association dues, to offset time spent conducting Association business.

### E. TREASURER

1. Is responsible for Association funds.
2. Disburses Association funds with approval by the Executive Board.
3. Is designated to sign checks in conjunction with at least one other officer.
4. Presents a prepared financial statement at each Executive Board meeting.
5. Prepares an annual financial summary to be available to the membership.
6. Maintains accurate records of Association funds, receipts, and disbursements.
7. Receives a \$599 per year stipend, funded by Association dues, to offset time spent conducting Association business.

## **ARTICLE VI Representatives**

- A. **CATEGORIES:** There shall be at least one Representative from each of the following Association categories (beyond the Officers acting as member representatives). Categories with more than twenty (20) members may elect one Representative for every twenty (20) members, rounding up or down to the nearest twenty (20). Representatives shall be elected annually (see Article IX). Additional Representatives may be appointed to reflect category membership increases between elections. (See Article VII.F.) Any revision of the Bylaws that redistributes these categories will apply only to subsequent, regularly scheduled elections.
1. Special Education instructional assistants (SpEd Classified).
  2. Special Education teachers, specialists, and school psychologists (SpEd Licensed).
  3. Service Area employees in Special Education, School Improvement, Technology, Media and Library, Facilities, Business, and all others not represented above (Services).
  4. At Large (not to exceed the overall ratio of 1-to-20 for the full membership).
- B. **DUTIES**
1. Serve on the Executive Board and attend all meetings.
  2. Inform their respective membership about Association matters.
  3. Serve on the Nominations and Elections Committee.
  4. Represent and promote the interests of their respective membership at Executive Board meetings.
  5. Fulfill other duties as assigned by the President.

## **ARTICLE VII Executive Board**

- A. **MEMBERSHIP:** The Executive Board shall be composed of:
1. The Association Officers; and
  2. At least one Representative from each of the categories listed in Article IV.A (when at least one person has been elected or appointed in a given category).
- B. **DUTIES**
1. Determines and sets Association policy.
  2. Hears regular committee and task force reports.
  3. Represents Association member concerns.
  4. May refer issues to the Association membership for discussion or vote, including MOUs.
  5. Organizes general meetings.
  6. Approves standing committee appointments.
  7. Serves as the Association's executive body.
  8. Interprets and enforces the Association Bylaws, and as such respects these Bylaws in their conduct.
  9. Carries out the duties of the President and Vice President if both positions are vacant.
  10. May determine stipends for standing committee participation not to exceed \$300.00 per year per committee member. The amount determined for committee participation is addressed in each committee description in Article VIII Section A.
- C. **CODE OF CONDUCT**
1. Board members shall maintain confidentiality. Information identifying a represented member shall not be shared beyond the Executive Board members.
  2. Board members shall not take advantage of any conflict of interest, including any conflict resulting from information received in the course of Union business, nor otherwise use their position for personal gain.
  3. Board members shall treat all bargaining unit members in good faith, with equal access, in a manner that is neither arbitrary, authoritarian, nor discriminatory,
  4. Board members serve at the discretion of the President, and may be asked to resign if, for example, the member does not abide by this Code of Conduct or fulfill their position responsibilities.. Should the member contest such a request for resignation, the matter will be put to a simple majority vote of the

Executive Board, with a tie vote resolved in favor of resignation.

5. Although delegates are not Executive Board members (and so do not, for example, attend Executive Session), they are subject to the enforcement of an equally strict code of conduct for continued participation.

D. MEETINGS: The Executive Board shall:

1. Meet monthly at the direction of the President, or by a majority vote of the Executive Board. These meetings shall be open to all Association members during the Public Participation portion of the agenda, which is reserved to the first half hour. Members wishing to participate should notify a member of the Executive Board and limit their time to 5 minutes each, after which they will be excused.
2. Be permitted to conduct executive sessions with a majority vote of the Executive Board. These sessions shall be closed to Association members.

E. QUORUM: A quorum of the Executive Board shall be two-thirds of its members, rounding down (not to include any member while on Leave of Absence, or the Past President when not in attendance, as the Past President is only required to attend half of the meetings). If a Board member has been absent for two consecutive meetings, then they will be recorded as being on Leave of Absence (LOA) at that second meeting and shall not count against quorum.

F. APPOINTMENTS: If a vacancy occurs on the Executive Board due to a resignation, or if a candidate declines to serve in a position to which they have been newly elected, the President may make an appointment, subject to approval by the Executive Board. In the latter case, preference will be given to any runner-up who receives more than one vote in the election for the declined position. Additional Representatives may be appointed to reflect category membership increases between elections. (See Article VI.A.)

G. ASSOCIATION LEAVE: In accordance with Article II.A of the Master Contract, Association dues will reimburse Lane ESD for release time costs incurred while Executive Board members are conducting Association business.

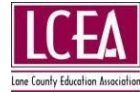
H. MILEAGE REIMBURSEMENT: Association dues shall reimburse Executive Board members for mileage incurred while traveling for or conducting Association business. (e.g., attending Input Committee meetings and/or providing member representation). Reimbursement shall be at the current ESD rate.

### **ARTICLE VIII Standing Committees**

The President, with the approval of the Executive Board, shall appoint Association members to the following standing committees. Each committee should have at least one Executive Board member and members shall serve a one (1) year term to begin the day after appointment. Committees can be formed starting at the first meeting of the year.

#### **INTERNAL ASSOCIATION COMMITTEES**

1. GRIEVANCE COMMITTEE: The objective of the Grievance Committee shall be to facilitate the processing of employee grievances and other issues related to contract maintenance. This committee shall be chaired by an Officer, will be composed of Executive Board members, and will be called upon at the discretion of the President.
2. NOMINATIONS AND ELECTIONS COMMITTEE: The objectives of the Nominations and Elections Committee shall be to nominate a slate of candidates for Association officers and representatives and conduct all Association elections. (See Article IX.) Note that all Representatives serve on this committee (Article VI.B). This Committee may decline nominations of individuals asked to resign under Article VII.C.4.
3. COMMUNICATIONS COMMITTEE: The objective of the Communications Committee shall be to gather and edit Association information for timely distribution to membership through physical publications and electronic media that may include, but is not limited to, brochures, newsletters, surveys, ballots, a website, and a social networking site. Responsibility for some content lies with other committees as specified in these Bylaws (e.g., the content of the slate is determined by the Nominations and Elections Committee). The Vice President is the default chair of this committee, assisted by the Secretary.



4. **BOARD ADMINISTRATION COMMITTEE:** The objective of the Board Administration Committee shall be to to manage the software and technology systems that support communication to members, elections coordination, management of the LCEA website and Google domain, and other duties as assigned by the President or Vice-President. This committee shall be composed of 2 Executive Board members or others at the discretion of the committee Chair, and shall be for a term of 4 years.

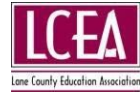
#### B. JOINT ASSOCIATION / LANE ESD COMMITTEES

Recommendations for membership on any joint committee (i.e., Input, Classroom Safety, Sick Leave Bank, and Benefits; see Master Contract Article VI) shall be submitted to the Executive Board prior to presentation to the Lane ESD Board of Directors. Composition of each committee shall refer to the current approved contract. Joint Committee members shall be paid a \$50 stipend for being on a committee up to four meetings/year. Any joint committee that meets beyond four times will be paid an extra \$50 per meeting up to \$200. No member will be paid more than \$300 in a fiscal year for being on Joint committees.

1. **INPUT COMMITTEE:** The objective of the Input Committee shall be to establish communication with Lane ESD around varying areas of concern, in accordance with Article VI of the Master Contract. Co-Presidents of LCEA will be the standing chair. LCEA members on the committee will be comprised of Executive Board members.
2. **NEGOTIATIONS COMMITTEE:** The objective of the Negotiations Committee, or its designated representatives, shall be to represent bargaining unit interests during negotiations with the Lane ESD Board of Directors, or its designated representatives. The Negotiations Committee shall develop a rationale for positions on salaries, benefits, and condition of employment after consulting with the bargaining unit. This committee shall be chaired by either the President or Vice-President. The committee will be composed of Executive Board members or others at the discretion of the committee Chair.
3. **CLASSROOM SAFETY COMMITTEE:** The objective of the Classroom Safety Committee shall be to represent the interests of the Association concerning classroom safety, in accordance with Article VI of the Master Contract.
4. **SICK LEAVE BANK COMMITTEE:** The objective of the Sick Leave Bank Committee shall be to review and approve requests for Sick Leave Bank hours, in accordance with Article XV of the Master Contract.
5. **BENEFITS COMMITTEE:** The objective of the Benefits Committee shall be to represent the interests of the Association concerning health insurance benefits, in accordance with Article VI of the Master Contract.
6. **WORKLOAD COMMITTEE:** The objective of the Workload Committee shall be to address workload issues, in accordance with Article VI of the Master Contract.
7. **PROFESSIONAL DEVELOPMENT COMMITTEE:** The objective of the Professional Development Committee shall be to assist management with professional development and mentoring planning, in accordance with Article VI of the Master Contract.
8. **CLASSROOM STAFFING COMMITTEE:** The objective of the Classroom Staffing Committee shall be to review staffing issues, in accordance with Article VI of the Master Contract.

#### **ARTICLE IX Nominations, Elections, and Terms of Office**

- A. **NOMINATIONS:** By the end of April each year, the Nominations and Elections Committee shall submit to the Executive Board a list of nominees for all offices, including delegate positions for OEA and NEA Representative Assemblies (RA).
- B. **ELECTIONS:** No later than the end of each May, the Nominations and Elections Committee shall conduct an election. Voting may be conducted by physical or electronic means.



C. TERMS OF OFFICE

1. Officers shall take office at the start of the fiscal year and serve for two (2) years. These positions are to be elected on offsetting years. (Classified Co-president, Treasurer, and Vice President) (Licensed Co-President and Secretary)
2. Representatives shall take office at the start of the fiscal year and serve for one (1) year.
3. RA delegates assume their responsibilities in accordance with the timelines required for timely assembly participation and attendance.
  - a. OEA RA delegates shall serve three (3) year terms.
  - b. NEA RA delegates shall serve one (1) year terms.

**ARTICLE X Recall of Officers, Representatives, and Delegates**

- A. RECALL INITIATION: The recall process is initiated by a petition of half a quorum of the members affected (i.e. currently 15%); that is to say, officers and delegates require a petition with 15% of full membership; representatives (including At Large) require a petition with 15% of the membership in a given employee category.
- B. RECALL ELECTION: Upon the Executive Board’s validation of the petition, the Nominations and Elections Committee shall conduct a recall election within three weeks.
- C. INTERIM APPOINTMENT: If the recall election is successful, the Executive Board shall make an interim appointment to fill the position until the term of office ends or until the next election, whichever comes first.

**ARTICLE XI Bylaws Amendments**

The Executive Board may amend the Bylaws after thirty (30) days written (physical or electronic) notice to the membership of the proposed changes.

**ARTICLE XII Actions**

Roberts’ Rules of Order (latest revision) shall govern the actions of the Association except where these Bylaws shall make exception(s).

- Adopted 5/24/85
- Edited 10/91
- Edited 2/93
- Amended 3/95
- Amended 9/30/98
- Edited 2/3/05
- Amended 6/13/05
- Edited 4/19/06
- Amended 5/13/06
- Edited 4/14/08
- Amended 5/16/08
- Edited 10/15/10
- Amended 11/15/10
- Edited 8/17/11
- Edited 10/07/11
- Edited 10/16/11
- Edited 5/11/15
- Edited 6/9/20