**Constitution and Bylaws**

**Bloomington Federation of Paraprofessionals**

**Local 4399**

October 14, 1993

Revised to include Education Minnesota and the National Education Association

September 22, 1999

Revised November 15, 2007

Revised May 22, 2018

Revised April 9, 2019

**Constitution of the Bloomington Federation of Paraprofessionals**

**Local 4399**

**Preamble**

We, the members of the Bloomington Federation of Paraprofessionals of Education Minnesota, National Education Association and the American Federation of Teachers, believe the active participation of Paraprofessional members is essential for sound education in a democratic society. Therefore, we join together, as herein defined in this Constitution and Bylaws, for the purpose of exerting a collective and positive influence on the education in the Bloomington Public Schools, ISD #271.

The Bloomington Federation of Paraprofessionals unit shall provide a united voice for public education, leadership in education, dedication to Minnesota students and families, and an unwavering commitment to the welfare of our members.

The Bloomington Federation of Paraprofessionals unit shall be a local organization that provides high quality professional service to its members by building and maintaining a strong, effective local and by promoting instructional advocacy. The local shall speak with a common voice for its members on matters pertaining to their employment and committed to securing and improving salaries, retirement, and conditions of employment necessary to support the positions of its members.

If any provisions of this constitution and bylaws conflict or violate the constitution and bylaws of Education Minnesota, NEA or AFT, the provisions of the state and national organization shall supersede those contained herein.

**Article I**

Affiliations

The Bloomington Federation of Paraprofessionals, Local #4399, is affiliated with Education Minnesota, the American Federation of Teachers, and the National Education Association in accordance with the provisions of the constitution and the bylaws of those bodies. Individuals will be members of Education Minnesota, the American Federation of Teachers and the National Education Association.

**Article II**

Membership

Membership in the Bloomington Federation of Paraprofessionals shall be in accordance with the constitution and bylaws of Education Minnesota, NEA and AFT. The membership year shall be September 1 through August 31. Membership shall be open to all paraprofessionals employed in Independent School District #271 and shall be effective upon payment of annual membership dues.

No one shall hold office in the Bloomington Federation of Paraprofessionals, Local #4399, who is not an active member in Education Minnesota, NEA and AFT.

**Article III**

Powers of General Membership (Dues and Budget)

**Section 1.** State and national dues will be assessed in accordance with the dues categories and policies of Education Minnesota, AFT and NEA.

**Section 2.** The Bloomington Federation of Paraprofessionals unit shall determine membership dues in the following manner:

1. The annual dues of the unit are payable by October 31, or by payroll deduction.
2. The unit shall determine annual dues by a simple majority vote at its first regular meeting.
3. Members shall pay unified dues that shall include members of this unit, Education Minnesota, the American Federation of Teachers and the National Education Association.
4. This unit’s members upon presentation of valid need and approval of the assessment may request additional assessments by two-thirds of the voting membership.
5. No net earnings shall insure to the benefit to any member.

**Article IV**

Meetings

**Section 1.** The Executive Board shall set and hold at least three meetings each school year. These meetings shall be in October, January, and April. The unit meetings shall be announced during the first meeting of each year.

**Section 2.** Special meetings of the unit shall be held at the call of the President or by a majority vote of the Executive Board or by petition duly signed by a majority of members.

**Section 3.**  A quorum for the purposes of transacting business shall consist of the active members present at each general membership meeting.

**Section 4.** The annual meeting for the election of officers and the establishment of committees and committee chairpersons shall be in the spring.

**Article V**

Officers and Their Elections

**Section 1.** The officers of this unit, who shall be members of the Bloomington Federation of Paraprofessionals, Education Minnesota, the American Federation of Teachers and the National Education Association shall be a president, vice president, secretary, treasurer, membership chairperson and Building Representatives.

**Section 2.** The officers shall be elected at the spring general membership meeting.

**Section 3.** Officers shall serve a term of two years, commencing after the fall election in odd numbered years. Whenever the offices of both the president and vice president shall become vacant between elections, the remaining members of the Executive Board shall select one of their members to serve as president pro-tempore to fill the vacancies. Building Representatives shall serve a two-year term and be elected by May 30th of even numbered years by the membership of their building.

**Section 4.** The duties of the officers shall include:

1. **President:** The president shall preside over meetings of the Executive Board, be an ex-officio member of all committees and appoint committees. The president shall represent the unit before the public either personally or through delegates, and shall perform all other functions usually attributed to this office including scheduling and planning all programs.
2. **Vice President:** The Vice-President of the Federation shall serve as chief negotiator and perform functions usually attributed to the office and substitute for the president when necessary.
3. **Secretary:** The secretary shall keep accurate minutes of all meetings of the meetings of the executive board and general membership meetings, shall maintain official files and shall assist the president and vice-president.
4. **Treasurer:** The treasurer shall hold the funds of the Federation and disburse them upon authorization by the executive board. The treasurer shall keep accurate accounts of receipts and disbursements, shall report to each meeting of the Federation, and shall prepare an annual financial statement for publication to members as directed by the executive board. The treasurer shall keep the president and executive board informed of financial conditions of the Federation.
5. **Membership Chairperson:** The membership chairperson will be responsible for distributing membership materials to building representatives, maintaining accurate lists of active members, communicate roster changes to Education Minnesota, executive committee and the district. The membership chairperson will be present at all votes to verify membership status of the voter.
6. **Building Representatives:** Building Representatives shall represent the Nation, State and Local union in all business related activities in their respective building. They shall ensure representation of their constituency at all General Membership Meetings and committees they are assigned to and provide information that was presented. They shall report membership concerns to the president. They shall conduct informational meetings when needed or when requested by membership. They shall assist the Treasurer in maintaining accurate membership rosters and serve in other capacities as directed by the president and executive council.

**Section 5.** Election Procedures; applicable state and federal laws shall govern all elections.

1. Each member must receive notice of the election procedures and deadlines to file as a candidate for the election and the date, time and place of the election at least 15 days prior to the procedure.
2. Every member must have a fair and equal opportunity to participate in the election without unreasonable impediments.
3. Voting must be by secret ballot.
4. In a contested election, candidates must be allowed to station observers at the polling places.
5. Representatives of the competing candidates must be allowed to observe, but not actually participate in the counting of the ballots.
6. The used, unused and challenged ballots and other documentation related to the election should be safely stored for one year in case there is a challenge to the election.
7. The union should comply with reasonable requests to distribute campaign literature at the candidate’s request.
8. There shall be an open process for all elections.
9. If there is only on candidate for a position, the election for that position may be waived and the candidate declared elected. In order to waive such an election a reasonable period of time must have been provided for nominations and there shall be no provision allowed for write-in votes for any election.

**Article VI**

Contract Ratification and Strike Vote

**Section 1:**  The ratification of the Master Contract between the local and the school district shall take place at a General Membership Meeting called for that purpose seven days after the contract changes have been made to the general membership. The seven-day waiting period may be waived by a majority vote of those attending the presenting meeting. The vote shall be conducted by secret ballot. Only active members in good standing shall have the right to vote. A majority of those voting is necessary to approve the contract.

**Subd. 1.**  If the contract ratification meeting takes place while members are involved in a strike, only members of the bargaining unit who participated in the strike shall be eligible to vote on the proposed master contract. A majority of those voting is necessary to approve the contract.

**Subd.** **2.** If a tentative agreement is reached at a time when school is not in session, the president or an appropriate local officer available shall be authorized to call a meeting for the purpose of ratifying the proposed agreement. A notice of the meeting shall be mailed to the membership within three days of the tentative agreement. The meeting shall be held no later than ten days after the date of the notice. Included in the notice will be an outline of the negotiated changes to the master contract.

A secret ballot vote on the proposed agreement shall be held at this meeting. Members who are unable to attend the meeting may vote by absentee ballot provided with the meeting notice. All ballots from the meeting and the absentee received by the date of the meeting will be counted at this general membership meeting. A majority of those voting is necessary for approval of the agreement.

**Section 2.** In the event that a contract cannot be reached between the local and the school district, the local should conduct a strike vote at its discretion. Such strike vote shall be conducted at a general membership meeting called expressly for that purpose. The vote for a strike shall be by secret ballot and 66% or 2/3 of the membership must vote for approval of a strike action.

**Section 3.** If a general membership meeting has been called for the purpose of ratifying the contract and the contract is rejected as set forth in Section 1, the local may conduct a strike authorization vote at this meeting, as set forth in Section 2.

**Section 4.** During a strike vote or in the event of an emergency, the executive committee shall have the authority to establish alternative timelines for notification and balloting.

**Article VII**

Membership Discipline

**Section 1.** Disciplinary action, in the form of censure, suspension, or permanent expulsion, shall be taken against any member except for cause. Cause shall relate to conduct prejudicial to the purpose of the local, which may include any of one or more of the following:

1. Failure to maintain a member in good standing with Education Minnesota, NEA and the AFT.
2. Violation of a local policy in crisis situations affecting the entire school district.
3. Other good and sufficient causes whereby the conduct of the member would be prejudicial to the purpose of the local.

**Section 2.** Such action shall be initiated by a complaint of the majority of the officers of the local, with written notice to the member of the proposed action to be taken and the reasons thereof. Such notice shall include the statement that the member has ten calendar days in which to request a hearing before the local executive committee, or a special local disciplinary committee at which the member is entitled to a representative of his/her choice to answer the charges and examine those making them.

**Section 3.** The hearing will be private or public at the choice of the member being disciplined, and the decision by a simple majority shall be communicated in writing to the member, accompanied by a memorandum of finds of facts within ten days of the receipt of the decision.

**Section 4.** Any member censured, suspended or expelled under these provisions shall have the right of appeal to the full membership or representative assembly, if applicable, within ten days of the receipt of the decision.

The appeal hearing shall be presided over by the local president who shall grant a procedure that includes witnesses and right of cross-examination. A quorum shall be present. The decision shall be made by secret ballot with a simple majority of the membership present and voting. In case of a tie with the president voting, no action shall be taken.

 **Section 5.** Action to expel or suspend shall be communicated to Education Minnesota.

**Section 6.** A member who is expelled or suspended from membership in the local shall have the right of appeal to the Education Minnesota Governing Board in accordance with such policies and procedures the board may adopt.

**Section 7.** Appeal to the American Federation of Teachers and the National Education Association shall be governed by the policies and procedures adopted by the AFT and NEA.

**Section 8.** Lawsuits: No person shall initiate a civil action suit or proceeding in any court against the local or any of its officers, members or employees on account of any discipline unless such person has exhausted the remedies of the hearings and appeals in this constitution.

**Article VII**

Executive Board

**Section 1.** The Executive Board shall be responsible for the management of the local, approve all expenditures, carry out established policies, report its transactions to the members and suggest policies for consideration to the membership.

**Section 2.** The Executive Board shall consist of the officers, past president and all committee chairpersons.

**Section 3.** The Executive Board shall meet at the call of the president, or at the request of a majority of the committee members.

**Article IX**

Amendments

**Section 1.** Amendments to this constitution may be introduced at any regular or special meeting of the local and may be adopted by a two-thirds vote of the membership at the next regular meeting.

**Section 2.** Bylaws may be adopted or repealed at any regular or special meeting by a two-thirds vote of those present and voting.

**Bylaws of the Bloomington Federation of Paraprofessionals**

**Local #4399**

**Article I**

Rules of Procedures

**Section 1.** Robert’s Rules of Order, revised, shall be the authority on all questions of procedure not specifically described in the constitution and bylaws.

**Section 2.** Committees: Each year the president shall appoint an Audit Committee, a Sunshine Committee and other such committees as may be necessary and shall discharge them upon completion of their duties. No officer of the federation shall serve on the Audit Committee.

The Executive Board shall appoint the following committees:

1. Election Committee shall be appointed bi-annually. The members of the Election Committee during the month of September in an odd numbered year shall nominate a candidate for President, Vice-President, Secretary and Treasurer. The Election Committee shall report all nominations to the executive board prior to the fall General Membership Meeting.
2. Negotiations Committee shall be appointed bi-annually by the Executive Board. It shall be composed of five to seven members and shall be responsible for establishing unit needs, communicating with members during bargaining, negotiating with the school board and finalizing details of the tentative agreement and overseeing the completion of the new contract with the school board. The Executive Officers will be part of the Negotiations Committee but will not receive a negotiations committee stipend.

**Section 3.** Stipends: Stipends of the executive officers, building representatives and negotiating team members shall be paid at the following rates on an annual basis:

1. Stipend for the President shall be $500 per year.
2. Stipend for the Vice-President shall be $300 per year.
3. Stipend for the Treasurer shall be $350 per year.
4. Stipend for the Secretary shall be $250.00 per year.
5. Stipend for the Membership Chairperson shall be $350 per year.
6. Stipend for the Sunshine Chairperson shall be $100 per year.
7. Stipend for the Bargaining Team Member will be $125 for each year of the contract in which they negotiated.
8. Stipend for Building Representative shall be annually paid at:

$100 per year plus $10 for each active member in their building.

There will be a $20 deduction in stipend assessed each time a General Membership Meeting or Building Representative Meeting is missed (not to exceed $60).