

**Education Minnesota -**

**Local 123 Handbook**

**Local 123 is affiliated with EM, NEA, AFL-CIO and AFT**

**Last Updated January 2016**

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**Master Agreement**

The master agreement lays out the mutually agreed (District #123 and Education Minnesota-Local 123) upon working conditions. Local 123 has the right to negotiate a two year agreement every two years (for example, July 1, 2017 to June 30, 2019). Some parts of the agreement change during this bargaining process while other parts will not.

The master agreement is unique to Local 123. There are clauses in our agreement that do not apply to other school districts and vice versa. In order to truly compare working conditions, you should start by looking at master agreements.

Your employment is governed by the master agreement, the Public Employees Labor Relations Act (PELRA) and other laws & statutes relating to education in Minnesota. The master agreement is negotiated in the membership’s best interest and follows the process laid out in the Local 123 Constitution and Bylaws.

# Link to the current contract: ­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Teacher Development and Evaluation (TDE)**

The 2011 Minnesota Legislature enacted a law (122A.40) that established teacher accountability requirements beginning in the 2014•-15 school year. The teacher law allowed a school board and the exclusive representative of teachers to jointly agree to an annual teacher evaluation and peer review process for probationary and non•- probationary teachers.

# Link for the current TDE Plan: ­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Program for Professional Development (PPD)**

* 1. omp was enacted into law through a bipartisan agreement in the Minnesota Legislature in July 2005. It is a voluntary program that allows school districts and exclusive representatives of the teachers to design and collectively bargain a plan that meets specific requirements District 123and Education Minnesota-Local 123

jointly approved the Program for Professional Development Plan (PPD) during the 2014- 2015 School Year and began implementation of the plan during the 2015-2016 school year.

# Link for current PPD information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Memorandum of Agreement / Understanding**

There are times in which District 123 and Education Minnesota-Local 123 will decide it is in mutual interest to enter into a short-term agreement called a Memorandum of Agreement (or Understanding). MOAs and MOUs are time-bound and expire on a certain date. These may govern past practices that have expired or current practices that one or both parties chooses not to be added into the master agreement.

|  |  |
| --- | --- |
| **Current MOAs / MOUs** | |
| **Alternate Paycheck Schedule** | Some teachers chose to remain on a past approved paycheck schedule. This paycheck schedule is no longer approved, but this MOU allows teachers to continue to be paid according to the alternate paycheck schedule until they retire or chose to move to the current schedule. This MOU is ongoing. |
| **Due Process for Special Education** | Special education teacher paperwork as governed by special education statutes may be completed outside of working hours. This MOU allows teachers to submit time-sheets to the district to be compensated for the additional time spent. This MOU has currently been renewed along with the Teacher Contract. |
| **Teacher Development and Evaluation** | Local 123 and District 123 agreed to the collectively bargained Teacher Development and Evaluation Plan. This MOU is ongoing. For more information, see the previous page about Teacher Development and Evaluation (TDE). |
| **Program for Professional Development** | Local 123 and District 123 agreed to the collectively bargained Alternative Teacher Professional Pay System (ATPPS). This MOU is renewed by a teacher vote annually. For more information, see the previous page about the Program for Professional Development (PPD). |

**Executive Board**

The Local 123 Executive Board consists of the Officers (President, Vice President, Executive Secretary, Secretary, Membership Chair & Treasurer), the Building Representatives and other members that the President may recommend. The requirements and duties of the Executive Board are established in the Local 123 Constitution and Bylaws.

|  |  |  |  |
| --- | --- | --- | --- |
| **Executive Board Information** | | | |
| **Position** | **Person** | **Email** | **Site** |
| President | | | |
| Vice President | | | |
| Executive Secretary | | | |
| Secretary | | | |
| Membership Chair | | | |
| Treasurer | | | |
| Communications | | | |
| Building Representative | | | |
| Building Representative | | | |
| Building Representative | | | |
| Building Representative | | | |
| Building Representative | | | |
| Building Representative | | | |

Ed. Minnesota Field Staff Ed. MN

**LocaLl 123 Constitution**

The Constitution was updated December 2015 and is found below. In the event the Constitution has been revised, click here for the updated version.

**Article I**

Name

This organization shall be known as Education Minnesota – Local #123, affiliated with the AFL-CIO, American Federation of Teachers, National Education Association, and Education Minnesota. In this document, we shall be referred to as Local 123.

# Article II

Objectives

The purpose of Local 123 is to promote collective bargaining and democracy in the workplace. We believe that these principles provide for the best interests of teachers, educational support professionals (ESP), students, parents, and the community of District #123; we have established Education Minnesota – Local 123 and this statement of purpose and procedures.

# Article III

Membership

Section 1. Unified Membership: Enrollment of active members in Local 123 shall be in accordance with the constitution and bylaws of Education Minnesota, and the National Education Association and the American Federation of Teachers.

Section 2. Membership Qualifications: Membership in Local 123 shall be open to any staff member

employed under the terms of the master contract between Local 123 and ISD 123. Membership

continues as long as the member is employed by ISD 123 unless the member

notifies both the employer and the Union in writing, with a valid signature, in writing prior during the week of the year preceding October 1.

Section 3. Acceptance of Membership: In accepting members, Local 123 will show no discrimination on the basis of race, creed, color, age, sex, religion, national origin, marital status, status with regard to public assistance, disability, sexual orientation, or age.

Section 4. Membership Discipline: Members may face discipline as established by Local 123 Bylaws Article III.

# Article IV

Dues

Section 1. State and National Dues: State and national dues will be assessed in accordance with the dues categories and policies of Education Minnesota, AFT, and NEA. Section 2. Local Dues: The Executive Board shall determine the local membership dues no later than the August Executive Board meeting. A majority vote of the Executive Board is required to approve the local dues for the following year.

Section 3. Net earnings: No net earnings shall inure to the benefit of any member.

# Article V

Governance

Section 1: Officers: The officers of Local 123 shall consist of a President or Co-Presidents, Vice-President, Executive Secretary, Secretary, and Treasurer. The duties of the officers are established in Article II, Section 2 of the Local 123 Bylaws.

Section 2: Executive Board: The Local 123 Executive Board will consist of the Officers as listed in Article V, Section 1, the Building Representatives and other members that the President may recommend (including the immediate past President) and the membership in assembly approve by a majority vote. The duties of the Executive Board are established in Article II, Section 2 of the Local 123 Bylaws.

Section 3: Elections: Officers shall be elected in even numbered years for a two-year term. Elections shall be conducted in accordance to the local bylaws. Mid-term elections will be held in accordance with Article II of the Local 123 Bylaws.

Section 4: Standing Committees: Standing committees are permanent Local 123 panels established in accordance with the bylaws until removed from this Constitution in accordance with Article V, Section 5 of the bylaws.

* + 1. Member Rights
    2. Negotiations
    3. Program for Professional Development (PPD)

Section 5(A): Membership Meetings: The membership of Local 123 shall meet every other month at a place and time determined by the President. The place and time of the meeting shall be announced by the President to all members at least three weeks prior to convening the meeting.

Section 5(B): Executive Board Meetings: The Executive Board shall meet every other month opposite the membership meetings or when deemed necessary by the President. The President shall convene such meetings at a time and place convenient to the Executive Board.

Section 6: Special Meetings: Special meetings can be called for a specific purpose by a petition from at least 10% of the members in good standing. The petition must state the purpose of the requested meeting. The President must convene the special meeting within one week of receiving the request and must provide notice to the membership forty-eight hours in advance of the meeting.

Section 7: Agenda: The President must publish a written agenda of membership meetings at least 24 hours in advance of the meeting. Other items of business may be added by the membership from the floor except in the cases of special meetings.

Section 8: Contract Ratification: When directed by the Executive Board, the ratification of the Master Contract between Local 123 and ISD 123 shall take place. The vote shall be conducted by secret ballot and all members of Local 123 shall have the right to vote. A majority of the membership of those voting is necessary to approve the contract. Further details are established in the Local 123 Bylaws under Article V.

Section 9: Procedures: At all meetings of the membership in assembly or at all special meetings of the membership, the current edition of Robert’s Rules of O rder shall apply unless established by this Constitution or Bylaws. In the event where “Roberts” is silent, accepted parliamentary practice will be used.

# Article VI

Amendments

Section 1: Amending: An amendment or revision of the Constitution shall be proposed at an Local 123 membership meeting and acted upon at a following meeting no later than two subsequent meetings. Proposals shall follow Article VI, Section 2 or Article VI, Section 3.

Section 2: Petition Proposals: Amendments to this document may be proposed by petition from 25% of the membership and submitted to the President.

Section 3: Membership Proposal: Amendments to this document may be proposed by a majority vote of the membership in assembly at a meeting as established in Article V, Section 5.

Section 4: Ratification: A majority vote of the Executive Board is required to adopt the proposed amendment of revision. If the Executive Board approves a proposed amendment, the proposed amendment must be submitted to the entire membership by ballot one week prior to the date ballots are due. Ratification requires a two-third vote of all members in good standing who return their ballot.

# Article VII

Bylaws

Section 1: Reason: Bylaws to set forth specific points of procedure and operation may be written.

Section 2: Revisions: Bylaw revisions shall be proposed and acted upon in the same manner as Constitutional amendments (Article VI) except that a majority vote shall be substituted for the two-thirds vote requirement in all cases of bylaw consideration.

# Article VIII

Ratification

Section 1: Constitution: This Constitution shall take effect when approved by two- thirds of the voting Local 123 membership as indicated by ballot.

# Article IX

Dissolution

Section 1: Dissolution. Upon dissolution of the organization, the officers and the Executive Board shall, after paying or making provisions for payment of all liabilities of the organization, remit all remaining assets to Education Minnesota.

**Revisions:** May, 2010

November, 2015

This Constitution is the constitution of Education Minnesota – Local 123.

**Local 123 Bylaws**

The Local 123 Bylaws were updated December 2015 and are found below. In the event the Bylaws have been renewed, click here for the updated version.

# Article I

Basics

The purpose of Local 123’s Bylaws is to define and establish the common practices, past practices and practices not established by the Local 123 Constitution. No bylaw shall supersede the Local 123 Constitution in any way. New bylaws are established as defined in the Local 123 Constitution Article VI and past practice established prior to the December 2015 re- authorization of the Local 123 Constitution.

# Article II

Executive Board Governance

Section 1: Elections: When an election is determined necessary as defined by Article V of the Local 123 Constitution, elections will be held in accordance with Article V and this article of the Local 123 Bylaws.

Section 2: Succession: The line of succession will be the order stated under Article II, Section 3 of the Local 123 Bylaws starting with the President.

Section 3: Officer and Executive Board Duties: The duties of the Local 123 officers and Executive Board are established in this section of Article II.

* + - 1. Executive Board. Duties of the Executive Board consist of the following:
         1. Advising and recommending action to the President
         2. Approving all financial transactions of Local 123
         3. Overseeing ongoing editing of the Constitution.
         4. Appointment of Building Representatives
      2. President. Duties shall consist of the following:
         1. Serve as the official representative of the Local 123 membership
         2. Appoint (with the approval of a majority of the Executive Board) members and chairpersons of Standing Committees
         3. Appoint (with the approval of a majority of the Executive Board) ad hoc committees
         4. Convene meetings of the Executive Board
         5. Serve as an ex-officio member on all standing and ad-hoc committees unless otherwise stated
         6. Convene meetings of the membership in assembly
         7. Preside at all meetings of the membership in assembly
         8. Publish an agenda of all meetings of the membership in assembly at least 24 hours in advance of convening the meeting

1. Serve as an representative between Local 123 and Education Minnesota or its affiliates and Intermediate Organizations.
2. Compensation is based on Group F of the Master Agreement
   * + 1. Vice President. Duties shall consist of the following:
          1. Preside over meetings of membership in assembly in the absence of the President
          2. Serve as President-in-waiting in the event of the resignation, removal or retirement of the President.
          3. Assume duties of the President in the event of the resignation, removal or retirement of the President until a special meeting of the membership in assembly is called as established in Article II, Section 5 of the Local 123 bylaws.
          4. Other duties as assigned by the President as approved by the Executive Board.
          5. Compensation is $500
       2. Executive Secretary. Duties shall consist of the following:
          1. Serve as Negotiations chair
          2. Serve as the Grievance chair
          3. Serve as a primary contact for the membership concerning contract issues
          4. Serve as President-in-waiting in the event of the resignation, removal or retirement of the President and Vice-President
          5. Serve as an ex-officio member of all other Local 123 committees.
          6. Serve to facilitate union functions
          7. Serve on district committees where union representation is beneficial
          8. Other duties as assigned by the President as approved by the Executive Board.
          9. Compensation is based on Group C of the Master Agreement.
       3. Secretary. Duties shall consist of the following:
          1. Keep record of the proceedings of all Local 123 meetings
          2. Preside over meetings in the absence of the President, Executive Secretary and Vice-President.
          3. Other duties as assigned by the President as approved by the Executive Board.
          4. Compensation is $250
       4. Membership Chair. Duties shall consist of the following:
          1. Keep record of the members of Local 123 and membership therein
          2. Preside over meetings in the absence of the President, Executive Secretary, Vice-President, and Secretary.
          3. Other duties as assigned by the President as approved by the Executive Board.
          4. Compensation is $500
       5. Treasurer Duties shall consist of the following:
          1. Keep and report to the membership the financial report of the Local 123 transactions
          2. Preside over meetings in the absence of the President, Executive Secretary, Vice-President, Secretary, and Membership Chair.
          3. Other duties as assigned by the President as approved by the Executive Board.
          4. Compensation is based on Group F of the Master Agreement.
       6. Building Representative. Duties shall consist of the following:
          1. Shall be responsible to communicate and distribute information to and from the membership.
          2. Attend Executive Board meetings
          3. Ensure proper enforcement of the master agreement at the building level.
          4. Other duties as assigned by the President as approved by the Executive Board.
          5. Compensation is $200 per person per year

Section 4: Membership in Assembly. Duties shall consist of the following:

1. Determine local dues
2. Select officers
3. Review disbursement of all Local 123 funds
4. Designate an official publication
5. Assume all unreserved responsibilities necessary and proper for the welfare of the Local 123 as its sole legislating body.

Section 5: Elections: Elections for Officers shall take place as established under Article V, Section 3 of the Local 123 Constitution and Article II, Section 5 (this section) of the Local 123 Bylaws.

1. Elections shall occur at the May membership meeting. Each member must receive at least 15 days notice of the procedures and deadlines to file as a candidate for the election and the date, time, and place of the election.
2. The election of officers will be determined by majority vote of the membership in assembly. In the event that no candidate receives a majority, a runoff election shall be held between the two candidates receiving the most votes. In the event of an uncontested race, the candidate shall be elected by a majority of votes cast.
3. Officers shall assume their responsibilities at the conclusion of the last membership meeting in the school year of which they were elected.

Section 6: Removal of Executive Board Members: Executive Board members can be removed from office upon the recommendation of 10% of the membership by signed petition. Officers may only be removed upon serious abuse of the powers of the office as determined by majority vote of the Executive Board and only by a two-thirds majority vote of the membership in assembly.

Section 7: Removal from Office: Officers can be removed from office upon the recommendation of 10% of the membership by signed petition. Officers may only be removed upon serious abuse of the powers of the office as determined by majority vote of the Executive Board and only by a two-thirds majority vote of the membership in assembly.

# Article III

Member Discipline

Section 1: Disciplinary Action: Any action, in the form of censure, suspension or permanent expulsion, shall not be taken against any member except in just cause. Cause

shall relate to conduct detrimental to the purposes of Local 123, Education Minnesota, AFT, or NEA, which may include any one or more of the following:

1. Failure to remain a member in good standing with Education Minnesota, National Education Association and American Federation of Teachers.
2. Substantial violation of the Code of ethics of the Board of Teaching or other licensing agency.
3. Violation of a local policy in crisis situations affecting the entire school district.
4. Other good and sufficient cause whereby the conduct of the member would be detrimental to the purposes of the local.

Section 2: Process: Such action shall be initiated by a complaint of a majority of the Executive Board of Local 123, with written notice to the member of the proposed action to be taken and the reasons thereof. Such notice shall also include the statement that the member has ten calendar days in which to request a hearing before Local 123, or a representative of his/her choice, to answer the charges and depose those making them. Section 3: Hearing: The hearing will be private or public at the choice of the member being disciplined, and the decision (by a simple majority of the Executive Board) shall be communicated in writing to the member, accompanied by a memorandum of the findings of fact, within ten days of the close of the hearing.

Section 4: Ties: A tie vote shall indicate no action will be taken.

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

Section 6: Appeals through Education Minnesota: A member who is expelled or suspended from membership in Local 123 shall have the right of appeal to the Education Minnesota Governing Board in accordance with such policies and procedures as the Board may adopt.

Section 7: Appeals through American Federation of Teachers and/or National Education Association: A member who is expelled or suspended from membership in Local 123 shall have the right of appeal to the American Federation of Teachers and National Education Association in accordance with such policies and procedures as adopted by AFT and NEA, respectively.

Section 8: Lawsuits: No person(s) shall initiate a civil action 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 hearing and appeal as provided in this Constitution.

# Article IV

Financial Operating Policy

Section 1: Explanation: Local 123 shall provide internal controls and procedures as well as external reports to create awareness that the funds are managed properly according to the following procedures:

1. Expense Reimbursements and Payment of Bills
   1. The treasurer shall be authorized to pay all bills upon receipt of an expense reimbursement form (with all receipts attached) that is properly completed and signed by the member.
      1. If a receipt is lost, a written explanation must be provided on the expense reimbursement form.
   2. The locals will not advance member’s money.
   3. Expense reimbursement beyond or not delineated in these policies must have prior approval from the local.
2. Signatures on Checks/Expense reimbursement Forms/Debit Card Use
   1. Two signatures are required on all checks
      1. Signatures will be made by Treasurer and President or,
      2. A designated member as voted by the Executive Board
      3. Any receipts for union expenses will be remitted to Treasurer.
3. Investments by the Treasurer and President are authorized whenever it seems reasonable to do so and to report this to the membership.
4. Payment of Dues
   1. Payment of dues will be through payroll deduction.
   2. Payment of dues in cash in full prior to November 1st of the fiscal year.
5. Payment of Stipends and Honorariums
   1. Building Representatives will receive payment at the May membership meeting.
6. Mileage Rate
   1. The local will set the mileage rate not to exceed the current IRS rate.
7. Fair Share Fees
   1. The local will collect a Fair Share Fee from all non-joiners of Local 123 that are employed in a position included in the Bargaining Unit. Further, the amount of the Fair Share Fee shall be the maximum allowed by Minnesota Statute.

# Article V

Membership Votes

Section 1: Procedure: The procedure is laid out in the Local 123 Constitution and Bylaws. The vote is a secret ballot and will be established at an Executive Board meeting.

# Article VI

Standing Committees

Section 1: Definition: Local 123 shall have a Standing Committee as established under Article V, Section 4 of the Local 123 Constitution.

Section 2: Appointments: Standing Committees of Local 123 shall consist of a committee appointed by the President and approved by majority vote of the Executive Board.

Section 3: Removal: Members of standing committees may be removed from office, upon recommendation of 10% of the membership by signed petition, along with a two- thirds majority vote of the membership in assembly.

Section 4: Negotiation Committee. The duties of the Negotiation Committee shall be to provide direction to the negotiators and communicate progress on negotiations to the general membership.

1. Negotiations Committee Structure:
   1. Table team. The table team shall consist of the executive secretary serving as chief negotiator, negotiations secretary, computer operator and 1-3 directors appointed by the Local 123 executive committee.
      1. Table team positions shall paid positions, amount of stipends to be determined every two years at the beginning of the school term.
      2. Compensation:
         1. Chief negotiator - As established by the Executive Secretary compensation
         2. Negotiations Secretary - $599
         3. Computer Operator - $599
         4. Directors - $300/person
   2. Members at Large. The membership at large shall be a minimum of six people. They will be selected by the Local 123 Executive Board from a list of volunteers. They will be Local 123 members in good standing from as large a representation of the buildings as possible.
      1. Compensation for “Members at Large” will be $100
   3. Effort shall be made to equalize gender, marital status, age, and contract status in the district.
2. Qualifications of committee members:
   1. Table Team. The members of the table team must hold the following qualifications:
      1. Hold full time membership in Local 123
      2. At least their second round of serving on the negotiations committee
      3. Hold a proven record of commitment of the union and the negotiations process
      4. Willing to represent Local 123 on all issues.
      5. Be able to articulate ideas in a manner that is open, honest, controlled, etc.
      6. An effort and ability to represent elementary, secondary and all other positions represented by Local 123.
   2. Negotiation Membership at Large.
      1. Hold membership in Local 123
      2. Recognized interest in union solidarity and negotiations
3. Responsibilities
   1. Table team. The table team shall be responsible for all aspects of the negotiation process including, but not limited to, the conducting of a staff survey, preparation of language, scheduling of negotiation sessions, communication with Executive Board and membership on negotiation progress, and participation on the mediation team.
   2. Negotiation Membership at Large. The Negotiation Membership at Large shall attend as many meetings as possible and share with the table team opinions by providing ideas and information as necessary. The Negotiation Membership at Large will provide feedback as well as communicate out to the Local 123 membership and attend Education Minnesota sponsored negotiations workshops if possible. The Table Team and Membership at Large will comprise the Settlement Committee.
4. Procedure. The table team will formulate appropriate Local 123 contract proposals and conduct negotiations with ISD 123. The procedure of ratification will proceed as follows:
   1. Upon tentative agreement, the Table Team will present the contract proposal to the Negotiation Membership at Large.
   2. Upon approval of the Negotiation Membership at Large, the proposal will be presented to the Local 123 Executive Board for approval. A simple majority vote will signify an endorsement of the tentative agreement.
   3. The tentative agreement with Local 123 Executive Board endorsement will be presented to the Local 123 membership.
   4. Contract Ratification shall be held as determined by Article V, Section 8 of the Local 123 Constitution. It reads as follows:
      1. When directed by the Executive Board, the ratification of a Master Contract between Local 123 and ISD 123 shall take place.
      2. The vote shall be conducted by secret ballot and all members of Local 123 shall have the right to vote.
      3. A majority of those voting is necessary to approve the contract. Further details are established in the Local 123 Bylaws under Article V.
      4. The vote will be held over at least two consecutive days.
      5. Upon the result of a majority vote in favor of the tentative agreement, the Executive Board will report the positive result to ISD 123.
   5. Upon the result of a majority vote against the tentative agreement, the Executive Board will recommend further negotiations. In the event of continued ratification votes against an agreement, the Negotiations Committee will recommend Mediation, Arbitration or a Strike to the Local 123 Executive Board.
      1. In the event of a recommendation of Mediation, the Executive Board will approve, by simple majority, the process of mediation. Mediation will then proceed as determined by the Mediation process established by Education Minnesota and Minnesota State Statute.
      2. Upon the event necessary, the Negotiation Committee may recommend an action of arbitration. A simple majority of the Local 123 Executive Board shall be needed to engage in arbitration. In the event of arbitration, the Executive Board conducts appropriate action regarding an abstraction award.
      3. Upon the necessity wherein the Negotiation Committee recommends a vote to Strike, the Executive Board must vote with a two-thirds majority to submit a vote to the membership.
         1. Furthermore, the membership must vote at a two-thirds majority of membership to set a strike date.
         2. In the event of an establishment of a date for a strike vote, two-thirds majority of membership will be needed to vote in favor of a strike to the affirmative.
            1. If the strike vote is to the affirmative, all members of the bargaining unit who participate in the strike shall be eligible to vote on the proposed Master Contract.
            2. If the strike vote is to the negative, the Executive Board will seek further guidance from Local 123 Membership.

Further action will require a two-thirds vote by the Executive Board and consultation with Education Minnesota.

Section 4: Program for Professional Development (PPD) Committee. The duties of the Program for Professional Development (PPD) Committee shall be to serve on the PPD Advisory board and make decisions about PPD in ISD 123. Duties are defined by the PPD MOU established between Local 123 and ISD 123.

Section 5: Discontinuance of a Standing Committee: A standing committee can be discontinued by approval of a simple majority vote of the Executive Board.

# Article VII

State and National Delegates

Section 1: Election. Any member in good standing wishing to be a delegate to the representative convention may submit their name to the President. If applicants exceed the number of delegate spots available, then elections will take place by secret ballot of the membership in assembly. Members receiving the most votes will be delegates. The next- highest number of votes will determine alternates.

# Article VIII

Ratification

Section 1: Constitution: These Bylaws shall take effect when approved by simple majority vote at an Local 123 membership meeting as indicated in a written ballot as established by Article VI, Section 2 of the Local 123 Constitution.

Revisions: May, 2010

December, 2015

These are the current bylaws of Education Minnesota – Local 123.

**Membership Dues & Dues Information**

Local dues are established by the Executive Board at the August meeting prior to the start of the school year. State and National dues are established at the Representative Conventions. The amount paid is determined by your employment status with the BHM School District.

It is the policy of Local 123that to maintain membership in good standing, the following payment of dues shall be in effect:

**Option I:** Payment of dues through payroll deduction.

**Option II:** Payment of dues in cash in full prior to November 1st of the fiscal year.

It shall be the policy of LOCAL 123 to collect a Fair Share Fee from all non-joiners of the local that are employed in a position included in the Bargaining Unit. Further, the amount of the Fair Share Fee shall be the maximum allowed by Minnesota Statute. This is for State and National dues only.

Below is the local, state, national and total dues for the 2015-2016 school year. Dues can change on a yearly basis, for the current year, ask your building representative.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Employment Status** | **Local** | **State** | **National** | **Total** | **Per Paycheck** |
| 76% to Full-Time | $55.00 | $451.00 | $238.56 | $744.56 | $49.64 |
| 51% to 75% | $55.00 | $349.00 | $238.56 | $642.56 | $42.84 |
| 26% to 50% | $55.00 | $247.00 | $125.88 | $427.88 | $28.52 |
| Less than 25% | $55.00 | $145.00 | $69.54 | $269.54 | $17.97 |
| Fair Share (FT) | $0.00 | $340.39 | $135.19 | $475.58 | $31.71 |

For tax purposes, the above amounts are not used. The dues above are for the school year where tax amounts are calculated for the calendar year. To find the amount of union dues paid for your taxes, look at your last paycheck in the calendar year.

**Reimbursement and Payments**

# Expense Reimbursement and Payment of Bills

It shall be the policy of LOCAL 123 that the treasurer be authorized to pay all bills upon receipt of an expense reimbursement form that is properly completed and signed by the member. All original receipts (ie, airfare, parking, food, hotel, taxi, etc) where reasonably possible, shall be attached to the expense reimbursement form when a member is requesting reimbursement of expenses. The guideline is “No Receipt - No Money!” If a receipt is lost, an explanation must be provided on the expense reimbursement form. Expense reimbursement beyond or not delineated in these policies must have prior approval from the local. Reimbursement forms can be found at the end of this handbook (page 27-28).

# Signature on checks/expense reimbursement forms

It shall be the policy of LOCAL 123 that both the treasurer and president shall sign expense reimbursement forms. The preference is to have two signatures on all expense reimbursement forms prior to paying expenses.

# Attendance at conventions, conferences and workshops

It shall be the policy of the LOCAL 123 that members must submit a completed reimbursement expense form, accompanied by original receipts. Individuals will only be reimbursed for actual expenses incurred. No reimbursements will be made without the actual receipts. When possible, the treasurer will pay in advance the member's registration fees, airline tickets and hotel deposits directly to the agencies involved. LOCAL 123 will pay for the room rate and all meals except those paid for by the sponsoring organization. Itemized miscellaneous and extra-ordinary expenses will also be reimbursed. LOCAL 123 encourages participants to attend all business sessions and to provide an oral or written report to the Local.

**Stipends, Rates and Fees**

# Payment of Stipends and Honorariums

It shall be the policy of LOCAL 123 to pay stipends and honorariums monthly and/or annually in December of the calendar year. If there is a resignation in a position for which a stipend or honorarium is paid, the fee will be prorated for the time served.

# Mileage Rate

It shall be the policy of LOCAL 123 to set mileage at the IRS rate. The 2016 rate is $0.54/mile.

**Other Financial Operating Policies**

# Investments

It shall be the policy of LOCAL 123 that the executive board be authorized to invest monies whenever it seems reasonable to do so and to report this to the membership.

# Donations and Charitable Contributions

It shall be the policy of the LOCAL 123 to hold membership in and/or contribute to charities and organizations that advance the cause of public education, children and members. The LOCAL 123 executive board may make donations/contributions upon majority vote of the executive council. An annual report of money spent on donations and contributions shall be provided to the full membership.

**Minnesota Statute (122A.40)**

Minnesota Statute 122A.40 is the statute that covers Teacher Tenure (more appropriately named Continuing Contract). You can find the Employment; Contracts; Termination information on the Revisor website for Minnesota or by [clicking here.](https://www.revisor.mn.gov/statutes/?id=122a.40) Some of the important language is as follows:

**Subdivision 1 – Teacher Defined.** A ... classroom teacher and any other professional employee required to hold a license from the state department shall be deemed to be a "teacher" within the meaning of this section

**Subdivision 3 – Hiring, Dismissing.** Initial employment is by written contract. All subsequent employment of the teacher in the district must be by written contract, signed by the teacher and by the chair and clerk, except where there is a master agreement covering the employment of the teacher.

**Subdivision 5 – Probationary Period.** The first three consecutive years of a teacher's first teaching experience in Minnesota in a single district is deemed to be a probationary period of employment, and, the probationary period in each district in which the teacher is thereafter employed shall be one year. The school board must adopt a plan for written evaluation of teachers during the probationary period that is consistent with subdivision 8. Evaluation must occur at least three times periodically throughout each school year for a teacher performing services during that school year; the first evaluation must occur within the first 90 days of teaching service. *This subdivision also covers what happens when a probationary teacher is non-renewed and their rights therein. Subdivision 6 lay out guidelines for mentorship.*

**Subdivision 7 – Termination of contract after probationary period.** The teacher's contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher, until terminated by a majority roll call vote of the full membership of the board prior to April 1 upon one of the grounds specified in [grounds for termination] or July 1 upon one of the grounds [unrequested leave of absences], or until the teacher is discharged pursuant to [grounds for immediate discharge], or by the written resignation of the teacher submitted prior to April 1.

**Subdivision 8 – Development, evaluation, and peer coaching for continuing contract teachers.** (a) To improve student learning and success, a school board and an exclusive representative of the teachers in the district, consistent with paragraph (b), may develop a teacher evaluation and peer review process for probationary and continuing contract teachers through joint agreement.

# Subdivision 9 – Grounds for Termination

1. At the close of the school year.
   * Inefficiency.
   * Neglect of duty, violation of school laws, rules.
   * Conduct unbecoming a teacher which impairs ability to teach.
   * Other good and sufficient reasons that render a teacher unfit to teach.

# Subdivision 13 – Immediate Discharge

1. Immoral conduct, insubordination, or conviction of a felony.
2. Conduct unbecoming a teacher.
3. Failure to teach without first securing the written school board release.
4. Gross inefficiency.
5. Neglect of duty.
6. Physical or mental disability.

**Liability Information**

Education Minnesota membership provides $1 million dollars of liability coverage per individual per incident.

In the event there is an injury to a student, teacher should follow the procedure established in school and district policy. However, here are guidelines to follow in case of injury:

1. Notify another staff member.
2. Do not administer First Aid unless you are certified to do so.
3. Maintain environment and emotional control of the classroom.
4. After things quiet down - immediately take the necessary steps to correct the cause of injury.
5. Report the incident to administration.
6. Call your Building Representative, President and Field Staff at your earliest convenience.
7. Document everything that happened in detail (date, time, etc.). Keep a record for your file and send one copy to the President and Field Staff.
8. Anticipate legal action:
   1. State on paper a chronological order of the events with your observations and perceptions.
   2. Identify witnesses and get statements.
   3. Do not talk to any representative of parents alone, nor sign any statements without contacting your Field Staff.
   4. Keep all your records until the injured party reaches the age of majority.

**File Review**

Subdivision 19 of Minnesota Statute 122A.40 is about the records that are kept on individual teachers. Under this statute, members have the right to view and copy any and all private personnel files that the district or district administrators maintain on them.

It is recommended that members review their personnel file at least once per year. To review the file, members should send a written request to the district superintendent (Scott Thielman) or the secretary for the superintendent (Anita Underberg). The statute requires that the request be met “immediately (within 10 days).

Whenever a member reviews his/her file, he/she should take along a witness. The following process should be followed:

|  |
| --- |
| **Steps to follow during the review** |
| 1. Go through the file and number sequentially each document in the file. 2. Make a list of each document by number (including number of pages) and an easily identifiable description. 3. Initial and date the document by the number that was placed on the document. 4. If possible, the witness should also do #3. 5. On the separate list of documents, the witness should sign and date. 6. Request any documents as needed. |
| **Steps to follow in case of a negative document.** |
| 1. DO NOT REMOVE OR ADD MATERIALS TO YOUR FILE DURING THIS REVIEW. 2. Contact your building representative, President or Education Minnesota field staff. 3. Unless it has been disclosed to you, it cannot be used against you (unless it’s apart of an ongoing investigation. 4. If there is no recurrence of misconduct after one year, you may request the material be removed. This is done at the district’s discretion. 5. Charges not investigated or substantiated shall not be placed in the employee’s file. |

Sample letters and documents are on the following pages:

* Letter to request information
* Letter to add document to personnel file
* Witness Documentation Personnel File Review and Inventory

-

# Request Letter

[Date]

Dear Superintendent :

In accordance with Minnesota Statutes 13 and 122A.40, I am submitting a request to review and copy and generated, that are maintained on me by the school district and/or school district personnel. I would like review on [date] at [time]. Thank you for your consideration.

Sincerely,

# Add inventory/documentation to review (ie, Inventory)

[Date]

Dear Superintendent :

On [date], I reviewed my personnel file as I requested in my letter dated [Date]. Enclosed with this letter i contents of my file as of that date. Please include this letter and the attached list in my personnel file. Tha consideration.

Sincerely,

**Personnel File Review and Inventory**

As an employee, I have the right to review my own personnel file. This document shall serve as an inventory of documents contained in my file. The information provided here is accurate to the best of my knowledge.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name of Document** | **Pages** | **Date** | **Comments** | **Initials** | |
| **ex.** | Evaluation by Principal Doe | 4 | 4/22/12 | Very positive, accurate information | DB | GF |
| **1.** |  |  |  |  |  |  |
| **2.** |  |  |  |  |  |  |
| **3.** |  |  |  |  |  |  |
| **4.** |  |  |  |  |  |  |
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| **6.** |  |  |  |  |  |  |
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| **8.** |  |  |  |  |  |  |
| **9.** |  |  |  |  |  |  |
| **10.** |  |  |  |  |  |  |

I, \_, certify that this is accurate as of \_.

As a witness, I, \_, certify that this document is accurate as of \_.

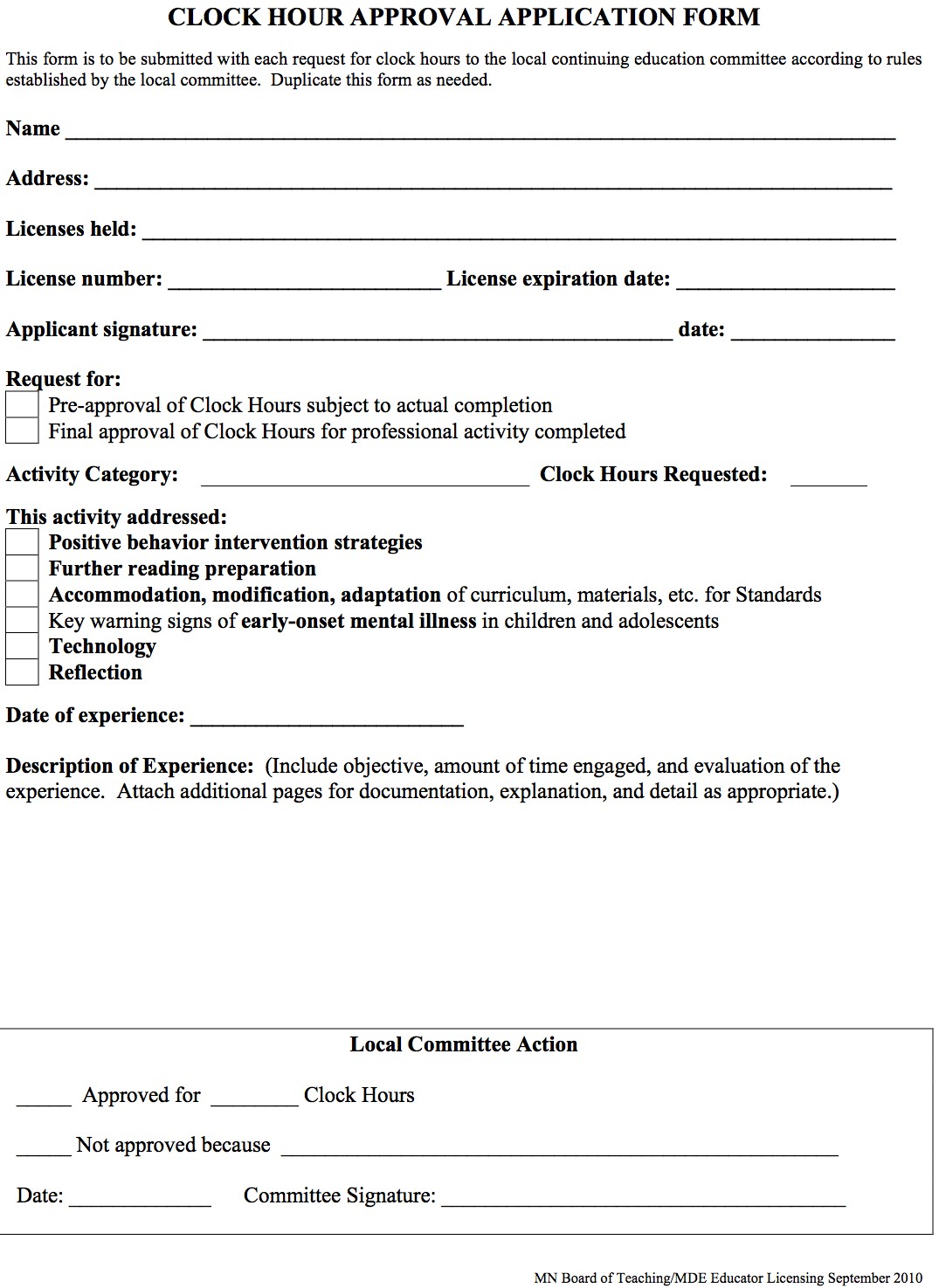
**Teaching License Renewal Information**

The Minnesota Department of Education provides educators with a quick and easy way to renew their licenses online through a secure website. You can renew anytime after January 1st of your renewal year (note: you will need to have completed the 125 clock hours). Most renewals are processed within 48 hours. You can also use the site to check the status of an application in process and review your continuing education clock hour record.

All license information needed for renewal can be found at the renewal website. The renewal website is found at <http://education.state.mn.us/MDE/EdExc/Licen/>

For information on your clock hours including your building contact, see the district site [found here.](http://www.bhmschools.org/departments/teaching-learning/teacher-licensure) You will find FAQ, guidelines and Application Form.

|  |  |
| --- | --- |
| **Step-by-Step Directions** | |
| **Viewing Approved Clock Hours** | **Renewing Your License** |
| 1. | 1. Have a copy of your current license. You will need your file folder number and serial number. 2. Goto [http://education.state.mn.us/MDE/EdExc/](http://education.state.mn.us/MDE/EdExc/Licen/)  [Licen/](http://education.state.mn.us/MDE/EdExc/Licen/) 3. If you have not already, set-up your user profile required by the system. 4. Complete conduct review screen. 5. Print the cover sheet to be submitted to the office. 6. Make your payment with VISA or MasterCard |



**Frequently Asked Questions**

**What is PELRA?**

It’s the Public Employees Labor Relations Act. It’s the law that allows public employees to bargain as a group (collectively bargain). It allows you to use a grievance process and allows you to strike, if necessary.

Your local teacher’s organization is the exclusive representative for all the members in your district. Members do not need to bargain individually, but as a group. Usually members within the group volunteer to bargain the contract.

**When does EM-B meet?**

The Executive Board meets in August, October, December, February and April or when deemed necessary by the President. These meetings are open to the Executive Board and information will be provided to the membership afterward.

There are also meetings in September, November, January, March, and May where all membership is invited. These meetings are open to everyone and information will be provided prior to and after the meeting.

**How can I get involved in EM-B?**

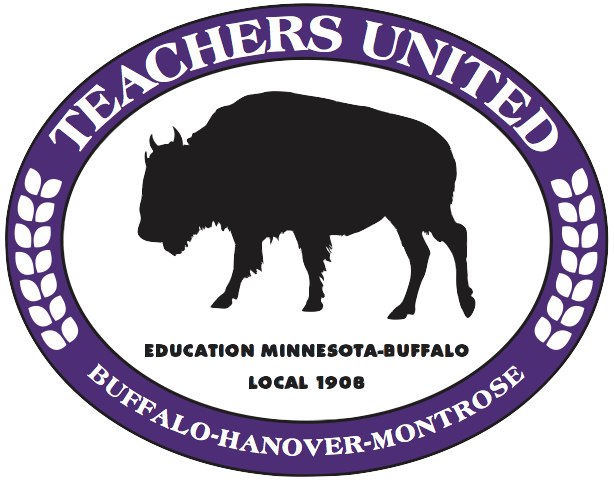
Check out the EM-Buffalo calendar for a list of membership meetings and attend. Talk to your building representative and ask how you can help out. Like the Facebook page, follow our Twitter page and check out our website.

**Who can help me with questions or concerns?**

You can start with your site building representative. Talking with your building representatives will often clear up any questions or concerns that you have. They can also contact others if they are unable to immediately help you. If you have further questions or concerns, you can contact a member of the Executive Board.

**What should I do if I’m called into the office for disciplinary reasons?**

Immediate ask for union representation. If representation is denied, document that you were denied representation and contact Union representation as soon as you are able to.



**Education Minnesota - Buffalo #1908**

**Expense and Mileage Claim Form**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** |  | **Date** |  |
| **Address** |  | **Signature\*** |  |

\*I hereby certify that this is a true and correct statement of the expenses I am claiming.

Add the amounts from the front and the back. Include all receipts/evidence. If a receipt is not available, repayment will not be made.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Expense Claim Form** | | | | |
| **Date** | **Event (Reason)** | **Description (Parking/Hotel/Meals/etc.)** | | **Amount** |
|  |  |  | |  |
|  |  |  | |  |
|  |  |  | |  |
|  |  |  | |  |
|  | | | **Amount ($) from back** |  |
| **Grand total ($)** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Mileage Claim Form** | | | | |
| **Date** | **Event** | **To (Address)** | **From (Address)** | **Mileage** |
|  |  |  |  |  |
|  |  |  |  |  |
| Add the total miles from the front and the back. Include all receipts/evidence. If a receipt is not available, repayment will not be made. | | | **Miles from back** |  |
| **Grand total (miles)** |  |

Do not write in this box.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Total** | **President’s Signature** | **Treasurer’s Signature** |
| Expenses |  |  |  |
| Mileage ($0.54/mile) |  |  |  |
| **Grand Total** |  | **Date Paid** | **Check #** |

|  |  |  |
| --- | --- | --- |
| **Expense Claim Form** | | |
| **Date** | **Event (Reason) Description (Parking/Hotel/Meals/etc.)** | **Amount** |
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|  | |  |
| Write the total amount from this side only. **Total Amount ($)** | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Mileage Claim Form** | | | | |
| **Date** | **Event** | **To (Address)** | **From (Address)** | **Mileage** |
|  |  |  |  |  |
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Do not calculate the reimbursement amount, only write the total miles from the back. If you need additional room, attach another form and include the total amount here.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
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|  |  |  |  |  |
|  | | | **Total mileage** |  |