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This document is intended to be reviewed once every two years.

# ORGANIZATION

ABC Local Governance

* 1. REPRESENTATIVE ASSEMBLY
     1. The ABC LOCAL Representative Assembly shall consist of representatives elected from and by the members of each site in Independent School District #ABC, ABC LOCAL officers and Executive Board members, Cadre Leaders, and ABC LOCAL members of the Education Minnesota Governing Board.
     2. The Assembly shall normally meet one time per month during the school year, at a time governed by the ending times of the various sites. Additional meetings may be scheduled as needed.
     3. Faculty Representative Job Description:
        1. Attend meetings of the ABC LOCAL Representative Assembly. The Representative Assembly (RA) is usually held on one Monday of each month at the ABC LOCAL Office.
        2. Participate in other union-sponsored meetings and training sessions representing the building/site, as needed.
        3. Serve as the main source of communication on union issues to the members at the building/site.
        4. Distribute local, state and national flyers and/or newsletters to the members at the building/site.
        5. Forward e-mails from the ABC LOCAL Office to members at the building/site within 24 hours if possible.
        6. ) Advise staff at the ABC LOCAL office of issues and concerns in your building/site.
        7. Guide members in seeking assistance they may need for teacher rights, contractual questions, and membership concerns.
        8. Serve as an advocate at the building/site for ABC LOCAL, Education Minnesota/NEA/ AFT.
        9. Organize annual union elections at the building/site as directed by election chair.
        10. Encourage new teachers at the site, as well as fair share teachers, to become full members of ABC LOCAL, Education Minnesota/NEA/AFT.
        11. Conduct building meetings at least two times a trimester to keep members informed of activities, events, issues and accomplishments and to solicit any concerns building members have.
        12. Notify professional staff, or the ABC LOCAL President if professional staff are not available, at the ABC LOCAL Office immediately of meetings in which district-level administrators will be present, if the meeting may result in discipline to a member at the building/ site. ABC LOCAL Faculty Representatives are strongly advised to NOT serve as the union representative in disciplinary meetings when district-level administrators will be present.
        13. Consult with members who have been called into disciplinary meetings at the building/site to help them determine the appropriate level of representation (building representative or ABC LOCAL professional staff) if the meeting will only include building administration.
        14. Know that the Executive Board takes care of ABC LOCAL business when school is not in session.

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* 1. EXECUTIVE BOARD
     1. The Executive Board of ABC LOCAL is elected by the members in each of the four clusters. Each cluster will elect two elementary, one middle school and one high school representative. If no candidates are available from the cluster or level, vacant positions can be filled by members outside of the cluster/school level. There is also one at-large representative, from other sites not assigned to a cluster. ABC LOCAL officers and members of the Education Minnesota Governing Board are automatic members of the Executive Board, and one (1) member of Minnesota Retired with full voting rights.
     2. The Executive Board shall normally meet once per month, but additional meetings can be called by the ABC LOCAL President or if requested by ten (10) Executive Board members.
     3. The Executive Board is authorized by the ABC LOCAL Constitution to act on behalf of the Representative Assembly when school is not in session.
  2. CADRES AND COMMITTEES
     1. ABC LOCAL shall establish cadres as required by the Bylaws and committees as needed. Cadre positions shall be appointed for one year by the ABC LOCAL President and approved by the Representative Assembly or with the exception when school is not in session; please see Section I. ORGANIZATION, B. EXECUTIVE BOARD, 3. Cadre leaders may be appointed to successive terms.
  3. PRESIDENT
     1. The ABC LOCAL President shall be the Chief Executive of the organization. The duties and responsibilities of the President are defined by the ABC LOCAL Constitution. The President will sign a contract, agreeing to specific duties and responsibilities, for each two-year term. (See Appendix A for President’s contract.)
  4. VICE PRESIDENT
     1. The Vice President shall perform the duties of, and have the powers of, the President during any absence or inability of the President to act or in the event of a vacancy in the office. The Vice President’s duties and responsibilities are defined by the ABC LOCAL Constitution. The Vice President will sign a contract, agreeing to the duties and responsibilities, for each two-year term. (See Appendix B for Vice President’s contract.)
  5. SECRETARY
     1. The Secretary shall keep a record of the proceedings of meetings of the Representative Assembly and of the Executive Board and other meetings as assigned by the ABC LOCAL President. The Secretary’s duties and responsibilities are defined by the ABC LOCAL Constitution. The Secretary will sign a contract, agreeing to the specific duties and responsibilities, for each two-year term. (See Appendix C for Secretary’s contract.)
  6. TREASURER
     1. The Treasurer is responsible for the maintenance and accuracy of the financial accounts of ABC LOCAL. The Treasurer’s duties and responsibilities are defined by the ABC LOCAL Constitution. The Treasurer will sign a contract, agreeing to the specific

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duties and responsibilities, for each two-year term. (See Appendix D for Treasurer’s contract.)

* 1. ROLES AND EXPECTATIONS OF OFFICERS
     1. Attend ABC LOCAL Representative Assembly, Executive Board meetings, Negotiations Steering Committee meetings, Meet and Confer, new teacher workshop, and other meetings as requested by the President.
     2. Maintain communication with President and other Officers as needed outside of regularly scheduled meetings.
     3. Serve on or lead other ABC LOCAL committees, as needed.
     4. Represent the local at functions in the schools, community, or at state or national events, at the request of the ABC LOCAL president.
     5. Serve as delegate to Education Minnesota Representative Conventions, and other union conventions and functions.
  2. COMPENSATION OF OFFICERS
     1. The salary of the full-time release President shall be that person’s normal compensation on the teacher salary schedule plus an additional prorated stipend equivalent to fifty (50) days of pay on the teacher salary schedule because of the additional workload required of the President throughout the entire calendar year. The fifty (50) days of pay shall be pro-rated equally over ten (10) months. All retirement and fringe benefits will remain in place as if the President was teaching.
     2. Other Officer stipends will be set annually by the ABC LOCAL budget committee and approved by the Representative Assembly during the budgeting process and pay will be pro rated equally over ten (10) months.

# OPERATING POLICIES AND PROCEDURES

* 1. AFFIRMATIVE ACTION
     1. ABC LOCAL supports Affirmative Action and will abide by all Affirmative Action Policies as adopted by NEA/AFT and Education Minnesota and as found in state and federal law.
  2. OPEN MEETINGS
     1. Meetings of ABC LOCAL are open to all members and fair share fee payers, except for times when the body moves into Executive Session and Negotiations Steering Committee is in caucus.
  3. MEMBERSHIP POLICY
     1. Dues Structure
        1. Full-time membership dues will include:

◗ NEA/AFT

◗ Education Minnesota (Foundation and PAC)

◗ ABC LOCAL

◗ Education Minnesota Crisis Fund, and

◗ Other special assessments as may be set by NEA/AFT, Education Minnesota and/or ABC LOCAL.

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* + - 1. Dues categories for state and national dues will be set by the state and national organizations.
      2. Dues categories for ABC LOCAL are: 76%-Full Time, 51%-75%, 26%-50%, and 25% or less.
    1. Dues Collection
       1. Dues may be paid by personal check up to two weeks prior to the first payroll deduction.
       2. Returning members will automatically have their dues deducted.
       3. New members shall have their dues deducted by payroll deduction or shall pay by personal check.
    2. Jurisdiction
       1. The ABC LOCAL Executive Board shall have final jurisdiction in any local dues question or membership disputes.
    3. Membership Deadline
       1. Returning teachers

◗ District #ABC teachers shall be allowed to submit applications any time during the school year.

◗ Dues in all cases for the returning teacher shall be the full dues for the

teacher’s membership category, regardless of when the application is submitted.

◗ For non-members, the union is not obligated to provide legal or other

assistance not otherwise required under PELRA for incidents occurring prior to the membership application date.

* + - 1. New teachers

◗ Teachers new to District #ABC are encouraged to join the ABC LOCAL as soon as they are employed.

◗ ABC LOCAL will accept membership applications anytime during the school year.

◗ Dues for teachers beginning their assignment during the school year shall be based on their Contract percentage and pro-rated to the FTE as assigned by

the district.

* + 1. Other
       1. Administrative Intern Principals will be members of NEA/AFT/Education Minnesota/ABC LOCAL unless directed otherwise by the state and/or national organizations.
  1. SCHOLARSHIPS
     1. An ABC LOCAL scholarship shall be awarded to seniors at each of the high schools at graduation.
     2. Each high school committee shall set criteria for qualifications of recipient. This is intended to be presented by an ABC LOCAL representative at their awards ceremony if possible.
     3. Two scholarships will be awarded to an ABC LOCAL family member’s relative (criteria will be set by an ABC LOCAL committee).
  2. MILEAGE
     1. The payment of mileage for ABC LOCAL activities will be the current IRS rate. Mileage vouchers will be submitted to and approved by the ABC LOCAL President. Mileage vouchers must be submitted within 90 days of travel for reimbursement to occur.

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* 1. RELEASE OF MEMBER NAMES/ADDRESSES
     1. ABC LOCAL shall not release names/addresses of ABC LOCAL bargaining unit members to outside groups.
  2. DELEGATE ASSEMBLIES
     1. Education Minnesota Representative Convention
        1. Delegates to the Education Minnesota Representative Assembly will be elected by the membership.
        2. If an elected delegate is not able to attend the convention, he/she should notify the ABC LOCAL President, so that an alternate can be upgraded.
        3. Delegates will have hotel and meal expenses covered by ABC LOCAL and mileage reimbursed by Education Minnesota. Delegates may have an additional round- trip mileage and parking reimbursed by ABC LOCAL in lieu of hotel expenses. Delegate has 30 days from date of activity to submit all expenses.
        4. Delegates are expected to be present for floor actions for the convention proceedings. Exceptions to this guideline must be discussed with and approved by the ABC LOCAL President. (See number 3 a) below for details.)
     2. NEA/AFT Representative Conventions
        1. Delegates to the NEA/AFT summer conventions are elected by the membership on local and state ballots.
        2. Total expense amounts for ABC LOCAL locally funded delegates to summer conventions will be the same as those provided to delegates elected on the state ballot, unless otherwise determined by the Executive Board.
        3. The number of locally funded delegates and funding amounts will be determined during the annual ABC LOCAL budgeting process.
        4. ABC LOCAL delegates are expected to be present for floor actions for the convention proceedings. Any exceptions must be discussed and approved by the ABC LOCAL President.
        5. ABC LOCAL delegates will be advised by the ABC LOCAL President of funding amounts and the filing of receipts for hotel and expenses prior to the convention.
        6. ) ABC LOCAL will reimburse the cost of air travel (up to the predetermined amount) and up to one-half the cost of a double room for the authorized days and number of nights at the delegation hotel. If an ABC LOCAL roommate of the same sex is not available, ABC LOCAL will reimburse for the entire room. Depending on funds in the budget, the ABC LOCAL Executive Board may determine that the entire delegate room can be reimbursed. Hotel expenses will be reimbursed with original receipts.

Delegate hotel stays should provide for the delegate to be at the first Minnesota caucus meeting and present until the conclusion of the Assembly/Convention.

* + - 1. Delegates who are present on the floor for all convention proceedings are eligible to receive up to dollar amount for state funded per diem to help defray meals and other eligible costs. Additional amount will be determined by ABC LOCAL Budget. Eligible costs include meals, mileage to and from the airport, airport parking, taxi fares, tips, and transportation in the conference/convention city. ABC LOCAL does not reimburse phone calls, postage or delegate contributions to political funds. The ABC LOCAL President or delegation chair will be responsible for determining if a delegate has met the requirements described above. Receipts will be required for reimbursement. Delegates shall be responsible for all other expenses. Expenses

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beyond this policy must have prior approval of the ABC LOCAL President. Delegate has 30 days from date of activity to submit all expenses.

* + 1. ABC LOCAL Delegation Chairperson at the Education Minnesota Representative Convention and National Conventions.
       1. The ABC LOCAL President shall serve as the Local Delegation Chairperson at the Education Minnesota Representative Convention. In the absence of the ABC LOCAL President, the ABC LOCAL Vice President will serve as delegation chair. If neither the president or vice president are present, the delegates shall elect a delegation chair at the preconvention meeting.
       2. It is the responsibility of the ABC LOCAL Delegate Chairperson to:

◗ Maintain communications with all Local delegates and alternates regarding their responsibilities and convention duties.

◗ Maintain a communication link among the ABC LOCAL delegation, other

delegations and Education Minnesota officers and staff.

* + 1. After the conventions/conferences, delegates should report to ABC LOCAL. This can be done including but not exclusively by preparing to report back to Executive board and/or Representative Assembly orally or in a written document that can be used in publications.
  1. ELECTION PROCEDURES
     1. Procedures for ABC LOCAL elections are determined by the ABC LOCAL Constitution.
  2. EXPENSE POLICY
     1. Maximum meal expense amounts for breakfast, lunch and dinner will be set annually by the ABC LOCAL President and Treasurer. Total amounts must be within the ABC LOCAL food budget line items.
     2. Members on local business must provide receipts for meals, transportation, hotels and other expenses in order to be reimbursed. All receipts should be summarized and attached to an Expense Reimbursement Request. All Expense Reimbursement Requests must first be reviewed and approved by the ABC LOCAL President and then by the ABC LOCAL Treasurer.
     3. Meals shall be reimbursed if the person is going from local business to local business (uninterrupted service).
     4. If meal expenses as determined by the ABC LOCAL President and Treasurer and total reimbursement is requested, the person vouchering the expense shall attach (list) reasons for the excessive amount. The ABC LOCAL President, in consultation with the ABC LOCAL Treasurer, will make the final decision, with appeals to be made to the Executive Board.
     5. Members have 45 days from date of activity to submit all expenses. (Please note that Summer receipts need to be submitted 30 days or less.)
     6. This policy shall be reviewed annually during the budget-making process.
  3. CAPITALIZATION POLICY

The ABC LOCAL Executive Board has established and adopted the following Capitalization Policy effective December 31, 2013.

* + 1. All assets (whether an improvement, betterment, restoration or adaption) or material and supplies expenditures of $500 or less will be written off for our book financial statement purposes when paid or incurred. These items will not be considered

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whether they are, in fact, an improvement, betterment, restoration, or adaption, but will be written off as an ordinary and necessary business expense.

* + 1. This includes any and all assets, whether leased, leasehold improvements, financed, or paid for outright by ABC Local.
    2. The $500 will be measured on a per item, per invoice basis.
    3. This policy does not apply to purchases for land, inventory, or any expenditure that we elect to capitalize and depreciate.
    4. Any asset expenditure that is expected to last one year or less when placed in service in our trade or business, no matter what dollar amount of expenditure, will be written off when the expenditure is paid or incurred, in accordance with our regular method of accounting employed in our income tax return preparation.
  1. COINS FOR THE COMMUNITY

Goal: To assist ABC LOCAL colleagues in times of crisis

* + 1. Coins for the Community drives are undertaken to assist District 11 employees and immediate family who are facing catastrophic situations.
    2. Proceeds of the drive are intended to meet the basic needs of an employee or of an employee and his/her immediate family, including food, shelter, clothing and transportation.
    3. Coins for the Community drives are not for the purpose of reimbursing legal fees of employees or family members.
    4. Every attempt will be made to limit the number of drives to no more than one drive per trimester, subject to reconsideration by the ABC LOCAL Faculty Representative Assembly.
    5. Requests for drives should be directed to the ABC LOCAL Faculty Representatives in the building where the need has been identified. The Faculty Representatives from that building will bring a written description of the situation to the Representative Assembly for consideration.
    6. If the drive is approved by the Representative Assembly, an all-member e-mail will be prepared in the ABC LOCAL office by the ABC LOCAL president. The e-mail will identify dates of the drive and a deadline for returning contributions.
    7. A building flyer will be sent to ABC LOCAL building representatives for posting at their respective sites, along with a request to circulate contribution envelopes among staff in the building.
    8. Checks should be written to ABC LOCAL.
    9. Donations will be counted at the ABC LOCAL office by the treasurer and or ABC LOCAL secretary. An ABC LOCAL check will be written to the recipient representing the total amount of cash and check donations.
    10. The check to the recipient will be presented at an ABC LOCAL Representative Assembly, a staff meeting in the building of the recipient, or other manner deemed appropriate by the ABC LOCAL President.

1. ABC LOCAL INCLEMENT WEATHER POLICY
   1. The ABC LOCAL office will be closed whenever the ABC LOCAL schools are officially closed or dismissed early due to inclement weather. This means all scheduled ABC LOCAL meetings will also be cancelled.
   2. If weather conditions become worse during the day when school is in session and it may merit the cancellation of scheduled meetings, an e-mail message will be sent to

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all Head Faculty Representatives and Executive Board members, informing them of the cancellation. It will be up to members to check e-mail or call the office before coming to the meeting.

1. CONFLICT OF INTEREST

Conflict of interest arises whenever the personal or professional interests of a member are potentially at odds with the best interests of the organization. Therefore, it is

the responsibility of the ABC LOCAL Executive Board, Faculty Representatives, officers and other elected and appointed leaders to act in the best interest of the members and ABC LOCAL, rather than in furtherance of personal interests or the interests of third parties. Violation of this policy may result in discipline as stated in Article IX in the Constitution and Bylaws.

1. CONTRACT RATIFICATION VOTE

See ABC LOCAL Constitution and Bylaws for contract ratification procedures.

1. STRIKE AUTHORIZATION

See ABC LOCAL Constitution and Bylaws for strike authorization procedures.

1. CRISIS FUND

The purpose of the Local Crisis Fund is to provide operating funds in case of a local crisis. The expenditure of these funds is to be authorized and monitored by the ABC LOCAL Executive Board. Specific situations in which crisis funds can be used are:

* 1. Extraordinary budget expenses brought about by a strike in the local;
  2. Repayment to the Education Minnesota Crisis Fund (typically the local must repay 20% of the local’s loan from the Education Minnesota Crisis Fund);
  3. Grievance/arbitration expenses that exceed the budget line item, without sufficient money in the budget reserve to cover the excess expenses;
  4. Other extraordinary situations, as determined by the Executive Board, such as a loss in membership due to school district budget cuts, which significantly reduce revenue to the local.

1. CHANGES TO THE POLICY HANDBOOK

The Executive Board shall review the policy handbook once every even numbered year. The policy handbook can be modified at any time during the year by a majority vote of the Executive Board or the Representative Assembly.

1. ALTERNATIVE TEACHER PAY FOR PERFORMANCE SYSTEM

This is the Quality Compensation and Evaluation Plan (Q Comp). This plan must be ratified annually by all members at a 75% threshold. (See Constitution and Bylaws, Article 8, Section 2, Number 10.)

# OPERATIONS OF CADRES AND COMMITTEES

* 1. ROLES AND EXPECTATIONS OF CADRE AND COMMITTEE CHAIRPERSONS
     1. Attend meetings of ABC LOCAL Representative Assembly and Meet and Confer sessions

on a regular basis.

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1. Chair meetings of the cadre or committee and report back to the Representative Assembly/Executive Board orally or in written form.
2. Serve on appropriate committees when asked to do so by the President.
3. Write articles for the Update or for other communications pieces of ABC LOCAL.
4. Be a spokesperson for ABC LOCAL when asked to do so by the President.
   1. CADRES AND COMMITTEES

Cadre leaders will be appointed for a one-year term by the ABC LOCAL President and approved by the Representative Assembly. The following Cadres are currently operating: Negotiations; Governmental Relations; Communications; and Membership; and Member Rights. An Elections Coordinator serves under the supervision of the ABC LOCAL officers. The Teacher Rights Coordinator and Elections Coordinator are also appointed by the ABC LOCAL President and approved by the Representative Assembly.

* + 1. Communications Chair: This cadre along with ABC LOCAL Secretary carries responsibility for ABC LOCAL communications, including publishing of the *Update*. Publications should represent the positions and philosophy of ABC LOCAL/Education Minnesota/AFT/NEA as expressed by actions taken by the governing bodies of the organization.
       1. Lines of responsibility for publications: As the chief officer of ABC LOCAL, the President shall have the immediate responsibility to oversee publications.

The Executive Board has the authority to review, accept, reject, or direct any publication of ABC LOCAL. As the policy making body of ABC LOCAL, the Representative Assembly shall have final authority over all publications of ABC LOCAL.

* + - 1. *ABC LOCAL UPDATE*

Update Editor’s Responsibility:

◗ To solicit and select articles and photographs.

◗ To seek suggestions and review from knowledgeable individuals where needed and whenever possible.

◗ To supervise production of the *ABC LOCAL Update.*

◗ To assist other cadre leaders in written comunication as requested. President’s Responsibility:

◗ To assist the editor and webmaster in soliciting material for the Update.

◗ To provide advice and suggestions to the editor.

* + 1. Governmental Relations Cadre: This Cadre shall have the responsibility for coordinating ABC LOCAL activities in elections and lobbying decisionmakers at the local, state and national levels.
       1. Specific areas of responsibilities:

◗ Contacts with legislators

◗ Local Lobby Days/other lobbying activities

◗ Screenings for District #ABC School Board; Minnesota House of Representatives; and Minnesota Senate.

* + - 1. Organizing activities in school board races, local levy elections, and state and national elections.
      2. Reports at Executive Board and Faculty Representative meetings.
    1. Negotiations Cadre: The Negotiations Cadre is responsible for preparing a proposal and negotiating a Working Agreement by and between ABC LOCAL and the School Board. The Negotiations Cadre shall have the responsibility for negotiations research, training and communications.

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* + - 1. Negotiations Team: Negotiators will be approved by the Representative Assembly or Executive Board. New members of the negotiations team will be recommended by a screening team and approved by the Representative Assembly. The negotiators will work in conjunction with the Negotiations Steering Committee and the Council for Negotiations. Negotiators shall be placed under Contract. (See Appendix E and F for Negotiators’ Contracts.)
      2. Negotiations Authority: The ABC LOCAL Representative Assembly empowers the ABC LOCAL Executive Board to have the authority to make decisions for the Negotiators when such authority is needed. When there isn’t time for the Representative Assembly to meet, the Executive Board has authority to make decisions concerning negotiations.
      3. Council for Negotiations: Each building is entitled to one representative to serve on the Negotiations Council. The Co-Chairs of the Council for Negotiations shall be the ABC LOCAL Vice President and the ABC LOCAL Negotiations Cadre Chair. The purpose of the council is to serve as the liaison between the Negotiations Team and the membership.
      4. Negotiations Steering Committee

◗ The Steering Committee is comprised of the ABC LOCAL officers, negotiators, field staff and three members elected from the Executive Board and three members elected from the Representative Assembly.

◗ The Steering Committee shall be co-chaired by the Community Action Team

Chair and the Negotiations Cadre Chair.

◗ The Steering Committee will have responsibility for giving direction to the Negotiators and will be overseen by the Executive Board. The Steering

Committee receives confidential information from the negotiators and assists the team in identifying issues, goals and strategies.

* + 1. Membership Cadre: The membership cadre carries responsibility for maintaining and promoting membership in the union. The membership cadre chair will be responsible for putting together a committee of teachers to work on membership activities and communications. The ABC LOCAL President and Vice President will serve on the Membership Committee. Membership records will be maintained by ABC LOCAL office staff and monitored periodically by the ABC LOCAL President and Treasurer.
    2. Elections Committee: The elections chair is responsible for organizing and overseeing all ABC LOCAL elections, including officer elections, Executive Board elections, contract ratification votes, delegate elections, and the Q Comp vote. The elections chair recruits members to serve as tellers for these elections.
    3. Labor Management Committee: The labor management committee will be made up of representatives from administration and ABC LOCAL and will meet on a regular basis to address issues and solve problems on an ongoing basis.

Make-up of the committee:

Each side, district administration and ABC LOCAL, will determine the positions that will be represented on the committee and determine who will fill those positions.

All members of the ABC LOCAL Labor Management committee must serve either as a faculty representative or executive board member. Committee members will serve two-year terms and can run for successive terms.

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Committee Members:

* + - 1. ABC LOCAL President (serves as long as he/she is in office). Will serve as co-chair of committee, with district-selected co-chair.
      2. Another ABC LOCAL Officer (decided by consensus among the officers)
      3. ABC LOCAL Negotiations Cadre Chair (serves as long as he/she is Cadre Chair)
      4. Another ABC LOCAL Negotiator (decided by consensus among the negotiations team**)**
      5. High School Representative--From either the RA or Executive Board. Individuals volunteer to ABC LOCAL president. Executive Board votes on names submitted to ABC LOCAL President. Term ends June 30 of odd number of years.
      6. ) Middle School Representative--From either the RA or Executive Board.

Individuals volunteer to ABC LOCAL president. Executive Board votes on names submitted to ABC LOCAL President. Term ends June 30 of even number of years.

* + - 1. Elementary Representative--From either the RA or Executive Board. Individuals volunteer to ABC LOCAL president. Executive Board votes on names submitted to ABC LOCAL President. Term ends June 30 of odd number of years.
      2. Special Ed. Representative--From either the RA or Executive Board. Individuals volunteer to ABC LOCAL president. Executive Board votes on names submitted to ABC LOCAL President. Term ends June 30 of odd number of years.
      3. Elementary Representative 2--From either the RA or Executive Board. Includes elementary specialists. Individuals volunteer to ABC LOCAL president. Executive Board votes on names submitted to ABC LOCAL President. Term ends June 30 of even number of years.
      4. Other area representative-- (including ABE, ECFE, alternative sites)-- From either the RA or Executive Board. Individuals volunteer to ABC LOCAL president. Executive Board votes on names submitted to ABC LOCAL President. Term ends June 30 of even number of years.
    1. Member Rights Cadre
       1. The member rights cadre shall have the responsibility to review grievances and make recommendations to the Executive Board on the processing of those grievances. The Executive Board will have final authority to send a grievance to Arbitration, taking into consideration the recommendation of the teacher rights committee, field staff and feedback from Education Minnesota legal staff.
       2. The member rights cadre shall consist of the member rights cadre leader (appointed by the president), members of the negotiations team, field staff, and teacher members representing various instructional levels.
       3. The member rights cadre will be responsible for recruiting teachers to serve on the committee and will seek volunteers at the Representative Assembly and Executive Board meetings.

Compensation:

Individuals will receive $500 per year except for ABC LOCAL President. Subcommittee leaders will be paid an additional $250. Compensation will be determined each year during the ABC LOCAL budgeting process.

1. CADRE CHAIR POLICIES
   1. Stipend Guidelines
      1. Stipends: Stipends for cadre leaders and coordinators will be recommended annually by the ABC LOCAL budget committee discussed at Executive Board and approved by the Representative Assembly during the budgeting process.

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* + 1. Changes in stipends: If an increase in a cadre stipend is warranted, due to an unforeseen heavy workload, the president can bring a request for a stipend increase to the Executive Board for approval.
    2. Cadre Co-Chairs: Cadres having Co-Chairs will divide the amount by any formula they agree on. If an agreement is not reached, then each shall receive fifty percent.

# MISCELLANEOUS ABC LOCAL POSITIONS

* 1. ABC LOCAL POSITION ON BUDGET CUTS
     1. Budget cuts should be taken as far away from the classroom as possible.
  2. ABC LOCAL POSITION ON USE OF PARAPROFESSIONALS
     1. ABC LOCAL supports the use of paraprofessionals and auxiliary personnel to assist in the delivery of education programs; but, it is only appropriate for paraprofessionals and auxiliary personnel to receive work direction from a licensed teacher when they are under the direct supervision of an appropriately licensed administrator.

However, ABC LOCAL strongly opposes paraprofessionals and auxiliary personnel providing direct instruction to students as a method of justifying increased class size and circumventing the hiring of teachers. ABC LOCAL believes that in no case should a certified teacher performing instructional duties be replaced by a paraprofessional.

1. ABC LOCAL POSITION ON SUBSTITUTE TEACHERS DURING A STRIKE

In the event that a significant number of ABC LOCAL substitutes are hired to work in a striking school district, therefore creating a situation where District #ABC teachers may be asked to cover classes for which no substitutes can be found, the ABC LOCAL will strongly urge all District #ABC teachers to not accept such a request to cover classes as is their right under Article X, Section 10, Subdivision 2 of the Working Agreement.

1. ABC LOCAL POSITION ON UNION PRINTERS

ABC LOCAL will use either the in-house unionized printer at Education Minnesota or an outside union printer for all printing done by the local.

Revisions: 1-2-95 \* 8-2-96 \* 2-12-97 \* 2-24-97 \* 10-18-04 \* 11-17-08 \* 6-7-10 \* 3-27-14

\* 10-13-14

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APPENDIX A

CONTRACT FOR ABC LOCAL PRESIDENT

July 1, , to June 30, .

The undersigned hereby agrees to enter into this Contract with ABC Local and does agree to fulfill the following applicable conditions and obligations.

1. The President shall serve as the Chief Executive officer of ABC Local.
2. The President shall prepare agendas for and preside over Faculty Representative Assembly, Executive Board and other meetings as needed.
3. The President shall appoint cadre leaders, coordinators and other committee chairs, with final approval of the Representative Assembly. The President shall ensure that cadres and committees convene and accomplish their functions.
4. The President shall ensure that necessary procedures are followed in conducting elections, supervising the budget, and maintaining the constitution, bylaws, and policies of ABC LOCAL.
5. The President, along with the Vice President, shall establish a calendar of activities for ABC LOCAL.
6. The President shall be an elected advocate for teachers by:

◗ having a working knowledge of the teacher contract, district policies, and state and federal laws that impact teachers;

◗ representing the Local as spokesperson on matters of policy or assigning the responsibility for

such representation;

◗ serving as the liaison between district central administration and the Local;

◗ promoting active participation of the members, developing other Local leaders and encouraging esprit de corps;

◗ meeting with individual members, groups of members and sites to discuss issues and assist with

problem solving;

◗ attending and monitoring School Board meetings;

◗ participating in the political action activities of the Local.

1. The President shall serve as the liaison between the Local and the State and National organizations and shall inform the membership on Local, State, and National issues and programs.
2. The President shall promote and maintain membership in the Local and in the State and National organizations.
3. The President shall carry out the directives of the Representative Assembly and Executive Board.
4. The President, along with the Treasurer, carries responsibility for monitoring the finances and the budget of the Local. The President must review and sign off on all Local expense vouchers before the vouchers go the Treasurer for payment.
5. The President, along with the Treasurer, shall inform the Executive Board on a yearly basis of the Executive Board’s fiduciary responsibilities for overseeing ABC LOCAL budgets, audits and tax preparation.
6. The President shall serve on the Teacher Rights, Membership, Budget, and Governmental Relations committees and on the Negotiations Council and Negotiations Steering Committee.
7. The President shall approve and monitor the use of association leave days.
8. The term of this Contract is (2) years. ABC LOCAL agrees to pay the President his/her salary on the teacher salary schedule, plus an additional prorated stipend equivalent to fifty (50) days of pay on the teacher salary schedule because of the additional workload required of the President throughout the entire calendar year. All retirement and fringe benefits will remain in place as if the President were teaching in the district.
9. The President will also be reimbursed for mileage and other expenses up to an amount set annually by the Budget Committee.
10. The President will run as a delegate to the Education Minnesota Representative Convention and will serve as chair of the delegation.

ABC LOCAL President Date

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ABC Local

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APPENDIX B

CONTRACT FOR ABC LOCAL

VICE PRESIDENT

July 1, , to June 30, .

The undersigned hereby agrees to enter into this Contract with ABC Local and does agree to fulfill the following applicable conditions and obligations:

* 1. The Vice President shall perform the duties of, and have the powers of, the President during any absence or inability of the President to act or in the event of a vacancy in the office.
  2. The Vice President shall co-chair the Negotiations Steering Committee and Negotiations Council.
  3. The Vice President shall serve as a member of the ABC LOCAL Budget committee.
  4. The Vice President shall perform other duties, as assigned by the President.
  5. The Vice President shall serve as a member of the Teacher Rights Committee and the Membership Committee.
  6. The Vice President shall attend Representative Assembly and Executive Board meetings, Meet and Confer sessions and will run as a delegate to the Education Minnesota Representative Convention.
  7. The Vice President carries responsibility for the completion of the ABC LOCAL calendar, working with ABC LOCAL office staff.
  8. The term of this Contract is two (2) years. ABC LOCAL agrees to pay the Vice President a stipend, set annually by the Budget Committee and approved by the Representative Assembly.
  9. The Vice President will also be reimbursed for expenses at an amount set annually by the Budget Committee and approved by the Representative Assembly.

ABC LOCAL Vice President Date

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APPENDIX C

CONTRACT FOR ABC LOCAL SECRETARY

July 1, , to June 30, .

The undersigned hereby agrees to enter into this Contract with ABC Local and does agree to fulfill the following applicable conditions and obligations:

1. The Secretary shall keep a record of the proceedings of meetings of the Representative Assembly, the Executive Board, and general meetings of the Association, and serve as directed by the President.
2. The Secretary shall prepare an electronic copy of meeting minutes and forward these minutes to the ABC LOCAL office for review and distribution. Minutes will be completed in a timely manner, so that they can be approved at the following meeting.
3. The Secretary is responsible for finding his/her own substitute to take minutes when an absence from a meeting is necessary.
4. The Secretary shall serve as a member of the ABC LOCAL Budget Committee.
5. The Secretary shall perform other duties, as assigned by the President.
6. The Secretary will run as a delegate to the Education Minnesota Representative Convention.
7. The term of this Contract is two (2) years. ABC LOCAL agrees to pay the Secretary a stipend, set annually by the Budget Committee and approved by the Representative Assembly.
8. The Secretary will also be reimbursed for expenses at an amount set annually by the Budget Committee and approved by the Representative Assembly.

ABC LOCAL Secretary Date

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ABC Local

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APPENDIX D

CONTRACT FOR ABC LOCAL TREASURER

July 1, , to June 30, .

The undersigned hereby agrees to enter into this contract with ABC Local and does agree to fulfill the following applicable conditions and obligations.

1. The Treasurer shall serve as the main financial officer of the Association.
2. The Treasurer shall keep the financial accounts in a business-like form and submit monthly reports of the expenditures of the Association to the Executive Board and at such other times as directed.
3. The Treasurer serves as lead member of the Budget Committee each spring when the ABC LOCAL budget is set for the following year. The Treasurer provides the Budget

Committee with information on assets and remaining obligations so that the Budget Committee can make prudent recommendations on the budget to the Representative Assembly. In order to determine revenue for the following fiscal year, the Treasurer collects data on membership from the office staff in charge of membership.

1. The Treasurer shall ensure that all expense vouchers have been reviewed and signed by the ABC LOCAL President before payment is made.
2. The Treasurer pays the Association’s bills and other expenses and writes and signs checks.
3. The Treasurer does the Association’s banking, reconciles monthly bank statements, prepares monthly balance sheets and arranges for the investment of reserve assets.
4. The Treasurer shall ensure that a yearly audit is completed, as per the ABC LOCAL Constitution. The Treasurer engages a CPA for the audit, negotiates a written agreement with the auditor, puts materials in order for the auditor, delivers materials to the auditor for the audit, answers questions from the auditor, picks up materials from the auditor, and presents the audit report to the Executive Board. All materials for the audit of the fiscal year ending on August 31 shall be delivered to the auditor no later than December 1 (3 months after the end of the fiscal year).
5. The Treasurer shall complete 1099 tax documents and engage a CPA to complete 990 forms for the IRS, meeting all IRS deadlines.
6. If the Treasurer does not complete the yearly audit or tax responsibilities, meeting the deadlines described above, the Treasurer’s tax/audit stipend shall not be paid, as per the ABC LOCAL Constitution. The Treasurer shall discuss any extenuating circumstances with the Executive Board.
7. The Treasurer, along with the President, shall inform the Executive Board on a yearly basis of the Executive Board’s fiduciary responsibilities for overseeing ABC LOCAL budgets, audits and tax preparation.
8. The Treasurer shall run as a delegate to the Education Minnesota Representative Assembly.
9. The Treasurer shall communicate with Education Minnesota on financial matters and send a copy of the completed audit to Education Minnesota.
10. The term of this Contract is (2) years. ABC LOCAL agrees to pay the Treasurer an officer stipend and a tax/audit stipend. The amounts of these stipends are set each year during the budgeting process and approved by the Representative Assembly.
11. The Treasurer will receive an additional amount for expenses. The expense amount is set each year during the budgeting process and approved by the Representative Assembly.

ABC LOCAL Treasurer Date

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ABC Local

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APPENDIX E

For the 2015-17 Working Agreement, the Executive Board of the ABC LOCAL

Minnesota (ABC LOCAL) and

agree to enter into this contract for the

CONTRACT FOR

NEGOTIATION SERVICES

July 1, , to June 30, .

purpose of employing as a negotiator for ABC LOCAL, and member of the ABC LOCAL Negotiations Team. Both parties agree to fulfill the following applicable conditions and obligations:

1. The negotiators, with the assistance of resources, such as Education Minnesota Field Staff, the ABC LOCAL Representative Assembly & Executive Board, as well as ABC LOCAL negotiations committees, as democratic sounding boards, will endeavor to prepare proposals and negotiate a successor Working Agreement between ABC LOCAL And the School Board. Negotiators shall communicate with and to ABC LOCAL members through open meetings, written and electronic communications, and shall respond to member concerns at the ABC LOCAL Representative Assembly, and other member meetings. If requested, they shall also provide assistance with grievance processing and contract interpretation during this period.
2. Negotiators are expected to function as spokespersons for ABC LOCAL in matters pertaining to negotiations with the School Board and its representatives.
3. Negotiators shall participate in planning the specific charges of the negotiations committees. The ABC LOCAL Executive Board has the final authority to direct the actions of the ABC LOCAL Negotiations Team.
4. ABC LOCAL agrees to maintain functioning negotiations committees during the negotiations process and to provide adequate resources, statistical, financial and clerical assistance to enable the Negotiations Team to perform its duties.
5. The term of this Contract is for two (2) years. ABC LOCAL agrees to pay a stipend of

, in each of the next two years along with any possible inflationary adjustments that may be deemed necessary by the ABC LOCAL Representative Assembly as part of its budgetary process. Negotiators will also be reimbursed for related expenses incurred during the process of negotiations such as meals, lodging, and mileage, as per ABC LOCAL policy.

1. Negotiators are expected to be active members, and attend meetings of related committees, such as, the ABC LOCAL Teacher Rights Committee, Labor-Management Committee, Contract Action Team (“CAT”), Negotiations Steering Committee, Metro Area Council “ MAC” activities, as well as Education Minnesota training activities (Summer Seminar and Negotiations Conference) and others as deemed necessary by the ABC LOCAL Executive Board, and ABC LOCAL Chief Negotiator.
2. Negotiators may also be requested from time to time to attend meetings of the ABC LOCAL Representative Assembly, Executive Board, and Meet & Confer sessions as deemed necessary by the ABC LOCAL Executive Board, and ABC LOCAL Chief Negotiator.

The terms of this Contract shall not be altered except by mutual consent.

ABC LOCAL President Negotiator

Date Date

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ABC Local

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APPENDIX F

For the 2015-17 Working Agreement, the Executive Board of the ABC Local

Minnesota (ABC LOCAL) and

agree to enter into this contract for the purpose

CONTRACT FOR LEAD NEGOTIATION SERVICES

July 1, , to June 30, .

of employing as the Lead Negotiator for ABC LOCAL, and member of the ABC LOCAL Negotiations Team. Both parties agree to fulfill the following applicable conditions and obligations:

1. The Lead Negotiator, will lead and direct the ABC LOCAL Negotiations Team and with the assistance of resources, such as Education Minnesota Field Staff, the ABC LOCAL Representa- tive Assembly & Executive Board, as well as ABC LOCAL negotiations committees, as demo- cratic sounding boards, will endeavor to prepare proposals and negotiate a successor Working Agreement between ABC LOCAL And the School Board. The Lead Negotiator shall lead and direct communications with and to ABC LOCAL members through open meetings, written and electronic communications, and shall respond to member concerns at the ABC LOCAL Representative Assembly, and other member meetings. If requested, the Lead Negotiator shall also provide assistance with grievance processing and contract interpre- tation during this period.
2. The Lead Negotiator is expected to function as the lead spokesperson for the ABC LOCAL Negotiations Team, as well as lead ABC LOCAL in matters pertaining to negotiations with the School Board and its representatives.
3. The Lead Negotiator shall participate in planning the specific charges of the negotiations committees and shall take direction from the ABC LOCAL Executive Board which retains final authority to direct the actions of the ABC LOCAL Negotiations Team.
4. ABC LOCAL agrees to maintain functioning negotiations committees during the negotiations process and to provide adequate resources, statistical, financial and clerical assistance to enable the Lead Negotiator to lead ABC LOCAL’s bargaining effort.
5. The term of this Contract is for two (2) years. ABC LOCAL agrees to pay a stipend of

, in each of the next two years along with any possible inflationary adjustments that may be deemed necessary by the ABC LOCAL Representative Assembly as part of its budgetary process. All Negotiator will also be reimbursed for related expenses incurred during the process of negotiations such as meals, lodging, and mileage, as per ABC LOCAL policy.

1. The Lead Negotiator is expected to lead the Bargaining Team and ensure Negotiators are active as attendees and leaders of negotiations- related committees, such as, the ABC LOCAL Teacher Rights Committee, Labor-Management Committee, Contract Action Team (“CAT”), Negotiations Steering Committee, Metro Area Council “MAC” activi- ties, as well as Education Minnesota training activities (Summer Seminar and Negotia- tions Conference) and others as deemed necessary by the ABC LOCAL Executive Board, and ABC LOCAL Lead Negotiator.
2. The Lead Negotiator will be responsible for assigning Negotiators to be present from time to time to attend meetings of the ABC LOCAL Representative Assembly, Executive Board, and Meet & Confer sessions as deemed necessary by the ABC LOCAL Executive Board, and ABC LOCAL Lead Negotiator.

The terms of this Contract shall not be altered except by mutual consent.

ABC LOCAL President Date Lead Negotiator Date

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