

BYLAWS OF THE MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Preamble and Mission

This instrument constitutes the Bylaws of Minnesota School Employees Association, a nonprofit corporation duly organized under the laws of the State of Minnesota.

The Minnesota School Employees Association (“MSEA”) is a growing union which recognizes the dignity of the individual worker and the power of the organized body. It is a democratic union directed by its membership, and fiscally responsible to that membership. Through an empowered membership and professional staff, MSEA provides the highest level of representation and service in the State of Minnesota.

1. Members

1.1 Eligibility. A person is eligible to be a member of MSEA if he/she is regularly employed in any public school system or educational institution in a job classification for which MSEA has been recognized by the employer and/or certified by the Minnesota Bureau of Mediation Services as the exclusive bargaining representative. Any dispute respecting membership or eligibility for membership shall be decided by the President of MSEA, with the applicant for membership having a right to appeal his or her decision to the Board of Directors, in writing, within ten days after the notice of said decision is received.

1.2 Application; Approval. Application for membership shall be made on a standard application form. Such form shall contain or be accompanied by a valid authorization for payroll deduction of dues. A person eligible for membership shall become a member in good standing upon the receipt of the signed application for membership and the payment of dues or receipt of the authorization for payment of dues by payroll deduction.

1.3 Dues. The regular dues or other dues or special assessments of MSEA shall be as determined by an affirmative vote of a majority of the Delegates present at any meeting of the Delegate Assembly at which such issue is considered. The regular annual dues shall be based on annual earnings and, once established, shall be published in a rate schedule effective as of July 1 of each year. Annual earnings shall include all income earned by an MSEA member or fair share fee payer while performing MSEA bargaining unit work covered by the negotiated agreement including but not limited to longevity pay, over-time, paid holidays and shift or any other negotiated differential. Annual earnings shall also include summer school work, extra-curricular trips and late trips if part of the MSEA negotiated agreement. To be considered, a proposal to amend the rate schedule must be submitted in writing to the Executive Director not less than 45 days prior to a meeting of the Delegate Assembly. The amount of dues payable by a member may be adjusted during a school year if the member’s rate of pay, hours of work or annual earnings change during the school year. If a collective bargaining agreement which establishes the annual rate of pay for a member has expired and no successor agreement has been ratified on September 1, the dues may subsequently be adjusted upon ratification of a new collective bargaining agreement. Such adjustment may be made retroactive to September 1 of the school year in which ratification occurs. Membership dues shall be paid through payroll deduction unless the member has made other arrangements for payment which are satisfactory to MSEA. MSEA shall not begin collecting dues from any member of a newly affiliated bargaining unit until after the initial collective bargaining agreement for that unit has been ratified. The difference between full member dues and fair share fees shall be pro-rated from the time on conversion to full member. This pro-ration will only be done once per member.

1.4 Fair Share Fee Payers. Persons eligible for membership, but who elect not to join MSEA or who are not members in good standing shall be deemed “fair-share fee payers.” Fair share fee payers are not entitled to vote or to any of the other benefits of membership, but may be assessed a fair share fee in an amount not more than eighty-five percent (85%) of the dues or special assessments for collective bargaining costs charged to other members. Such fair share fee shall be paid through payroll deduction unless the fair share fee payer has made other arrangements for payment which are satisfactory to MSEA.

1.5 Leaves of Absence from Employment. A member who is on a leave of absence from his/her employer or is placed on a recall list and is not otherwise in paid status with a school employer that is a party to a collective bargaining agreement with MSEA, may be placed on “Active LOA Status” or “Inactive LOA Status.”

- A. Active LOA Status.** An eligible member may be placed on Active LOA Status if, within 30 days of becoming eligible for such status, he/she requests to be placed on Active LOA Status and pays annual dues of \$25.00. If the member becomes eligible for Active LOA status during any school year in which he/she has already paid at least \$25.00 in dues, no further payment of dues shall be required. The Board, in its discretion, may grant Active LOA Status to a person after the 30-day period. An Active LOA member is entitled to participate in MSEA business and retain full membership status.
- B. Inactive LOA Status.** Inactive members are those eligible for Active LOA Status who elect to not pay the \$25.00 annual dues. An inactive member shall not be entitled to participate in MSEA business, vote on MSEA matters or enjoy any other rights and benefits of membership, except that MSEA will represent the member with regard to matters relating to preserving his/her employment status and as otherwise required by law.

A member on Active or Inactive LOA Status shall be reinstated to full membership status upon his/her return to work with his/her employing school district or institution. The amount of the member’s annual dues shall be prorated for the portion of the school year remaining after his/her reinstatement with credit given for dues paid for such school year while on leave.

1.6 Member Misconduct; Discipline Procedure; Penalties. A member of MSEA may be censured, suspended or expelled for conduct detrimental to MSEA. Members may be held accountable to the membership and disciplined according to the following procedure:

- A. Filing of Charges.** Any member of MSEA may file charges against any other member for actions taken while a member of MSEA.
- B. Offenses Subject to Discipline.**
 - 1. Violation of any provision of these Bylaws or the written policies of MSEA.
 - 2. Acting in collusion with management to the detriment of MSEA.
 - 3. Working as a strikebreaker, crossing a picket line to perform bargaining unit work, or refusing to participate in picketing when a sanctioned strike has been instituted.
 - 4. Misappropriation, embezzlement, or improper or illegal use of MSEA funds, including funds of any local bargaining unit, the state organization or any special account funds.
 - 5. Failure to represent bargaining unit members properly before management.

6. Obtaining membership through fraud or misrepresentation.
7. Violating wage or work standards established by MSEA.
8. Disloyalty to MSEA, which may consist of (but is not limited to) the following: publishing or otherwise circulating false reports or misrepresentations about the activities of MSEA, its officers or directors, its staff or its local bargaining units.

C. *Judicial Panel.*

1. *Composition.* There shall be a Judicial Panel consisting of a chairperson and four members, all of whom shall be appointed by the President of the Board with the advice and consent of the Board of Directors.
2. *Qualifications.* Members of the Judicial Panel shall, at the time of their appointment, be active members of MSEA and must remain members during their term. Members of the Board of Directors shall not be appointed to the Judicial Panel.
3. *Term.* Members of the Judicial Panel shall serve a term of three years, running concurrently with the President's term.
4. *Removal and Vacancies.* The Board of Directors may, by a vote of two-thirds of its members, remove any member of the Judicial Panel, including the chairperson, at any time and for any reason, except that removal shall not occur at a time when the Judicial Panel member is involved in hearing a disciplinary matter. The President, with the advice and consent of the Board of Directors, shall fill vacancies for the unexpired term of any Judicial Panel member whose place has been vacated.
5. *Selection of Hearing Panel for Charges.* A hearing panel of the Judicial Panel chair and two Judicial Panel members shall conduct hearings on charges filed under this policy. Hearing panel members, other than the Judicial Panel chair, shall be chosen by random lot in a procedure determined by the President of the Board.
6. *Recusal or Disqualification from Hearing Panel.* Judicial Panel members may recuse themselves from any hearing panel. Any Judicial Panel member who is a party to the charge in question (whether as a charging party or a charged party), or whose familiarity with the charging party or the charged party may impair their objectivity, shall be disqualified from serving on the hearing panel. If the Judicial Panel chair is disqualified, recuses him or herself, or is otherwise unable to serve at a hearing for any reason, three of the remaining Judicial Panel members shall be selected by random lot to serve as the hearing panel, and they shall elect a chair from among their number for the hearing.
7. *Training.* Mandatory training shall be provided for all the members of new Judicial Panels whom the President of the board has appointed. This training shall occur before a hearing and shall include instruction in the hearing panel's duties, roles, authority and responsibilities. The President of the Board shall select the date for the training. Attendance at the provided training is a requirement to serve on the Judicial Panel.

D. Processing of Charge.

1. *Initial Filing of Charges.* The charging party shall prepare the charges and forward them to the President of the Board. Charges shall be in writing, dated, and shall be signed by the Charging Party. The charges shall be specific, stating in detail the nature and circumstances of the alleged violation. Where a violation of a Bylaw or specific policy is alleged, the specific section violated shall be cited, along with the specific act or failure to act which constitutes the alleged violation.
2. *Review by President and Executive Director and Notification of Charged Parties.*
 - a. The President shall review the charges for sufficiency and shall forward them to the Executive Director, who shall cause them to be investigated for the purpose of determining whether the charges warrant disciplinary proceedings. The President's review shall be completed within one week of the President's receipt of the charges.
 - b. At the same time that the President forwards the charges to the Executive Director, the President shall notify the Charged Party of the charges. The notification shall consist of the following:
 - a) A copy of the charges;
 - b) A copy of this Procedure for Disciplinary Action.

This initial notice to the Charged Party shall be either delivered personally to the Charged Party or sent by certified mail, return receipt requested, to the last known address of the Charged Party.

- c. After the charges have been investigated, the Executive Director shall prepare a confidential report to the Board of Directors for consideration at the next regular or special meeting of the Board.
3. *Review by Board of Directors.* The Board of Directors will review the Executive Director's report. If the Board of Directors finds reasonable cause to believe the charge(s) to be true and to warrant discipline, it shall direct the Executive Director to prepare the charges for forwarding to the Chairperson of the Judicial Panel.
4. *Notice to Charged and Charging Parties of Action by Board of Directors.* The Executive Director shall send notification to the Charging Party and the Charged Party of the Board's decision on a charge within five days following the decision. In the event the Board decides to submit the charges to the Judicial Panel. The notification to the Charged Party shall include the composition of the Judicial Panel and the method of selection of the panel members to hear the charges.

The notice to the Charging Party shall include:

- i) A copy of the charges forwarded to the Judicial Panel; and
 - ii) A copy of this Procedure for Disciplinary Action.
5. *Establishment of Hearing Panel and Setting of Hearing.*
 - a. Upon receipt of charges from the Board of Directors, the Judicial Panel chair shall request that the President establish a hearing panel as set forth in section C.5. of this policy.

- b. Following selection of the hearing panel, the panel chair, in consultation with both the Charged Party and the Charging Party, shall set a date, time, and place for the hearing. The hearing shall be held at a location reasonably convenient to both the Charging Party and the Charged Party.
 - c. The panel chair shall notify the Charged Party and the Charging Party of the date, time and place of the hearing. The hearing shall occur not earlier than 21 days and not later than 45 days from the date the notification is sent. For purposes of this section, days shall mean working days and shall not include weekends, holidays or the period of time running continuously from December 22 through January 4.
6. *Notices.* All notices to the Charged Party after the initial notice of the charges shall be sent by United States mail, facsimile or e-mail such that the notice is either postmarked or received by the Charged Party by the applicable deadline. Copies of all notices shall be sent to the hearing panel and the Charging Party by the same method used to send notice to the Charged Party.

E. Hearing on Charges.

1. The hearing panel shall hold a hearing on the charges at the appointed date, time, and location.
2. The Executive Director or its designee shall present the case against the Charged Party.
3. The Charged Party may appear in person and with witnesses to answer the charges and will have all of the rights listed in Section F of this Bylaw.
4. The Charged Party may select any MSEA member, MSEA Field Staff or an attorney to represent him/her in presentation of the defense. In the event the Charged Party selects an attorney to represent him/her, the cost of the attorney shall be his/her sole responsibility.
5. The hearing panel and the Executive Director shall be provided legal assistance by MSEA.
6. If the Charged Party does not appear at the hearing, the hearing panel shall conduct the hearing in the Charged Party's absence.
7. Member disciplinary hearings are open only to MSEA members. Non-member witnesses may be in the hearing room only while providing testimony. In the event the subject of the hearing involves MSEA personnel issues the meeting shall be closed to all members but the required participants.
8. A proposed witness list and an estimate on time required for presentation of each party's case shall be provided to the Judicial Panel chair no less than fourteen calendar days prior to the hearing (not counting the date of the hearing).
9. Either party shall be permitted to use affidavit testimony should a witness be unable to attend the hearing. Affidavit testimony must be notarized by a notary public in order to be accepted as valid evidence.

F. *Rights of Charged Parties.* The Charged Party will be guaranteed the following rights:

1. The right to be served personally with, or to have forwarded by certified mail, return receipt requested, to the accused person's current address of record with MSEA, a full copy of the charges.
2. The right to file a written answer to the charge with the Executive Director and with the hearing panel chair.
3. The right to have at least 15 days' advance notice of the date, time, and place of the hearing.
4. The right to confront the Charging Party in accordance with hearing procedures.
5. The right to cross examine the Charging Party and any witnesses.
6. The right to present witnesses on his or her behalf.
7. The right to compel the production of MSEA records pertinent to the charge.
8. The right to choose a person to act as the Charged Party's counsel in the charge.
9. The right to have the charge assumed to be without merit until it is proven to have merit.
10. The right to refuse to testify; provided, however, that this right shall not include the right to refuse to produce at the hearing any papers, books, or financial or other records which are the property of MSEA or any local bargaining unit and which are pertinent to the case, and provided further that the Hearing Panel may draw an adverse inference from such refusal to testify.
11. The right to appeal, in the manner hereafter provided.

G. *Rights of Charging Parties.* A person bringing a charge shall be guaranteed the following rights:

1. The right to receive a copy of any written notices and of the charges forwarded by the Executive Director to the Judicial Panel.
2. The right to receive a copy of any written answer to the charge which may be filed by the Charged Party.
3. The right to have at least 15 days' advance notice of the date, time, and place of the hearing.
4. The right to give personal testimony.

H. *Determination by Hearing Panel.*

1. Upon conclusion of the disciplinary hearing, the hearing panel shall determine in a closed, executive session, by a vote of the majority of the panel, the sufficiency of the evidence relating to each offense charged and shall find the charge to have merit or not to have merit based on the evidence presented at the hearing. The

hearing panel shall use reasonable cause when determining the merit of the offense(s) charged.

2. The hearing panel shall prepare a report of its findings and decision. The report shall include a summary of the basis for its findings and decision. If the hearing panel finds a charge to have merit, the panel shall state the penalty to be imposed on the Charged Party.
3. The hearing panel's report shall be forwarded to the President of the Board within 5 days of the conclusion of the hearing.
4. A copy of the hearing panel's report shall also be forwarded to the Charged Party by certified mail, return receipt requested, at the Charged Party's last known address. Notification that the matter has been forwarded to the Board of Directors for final disposition and a statement of the procedures by which the Charged Party may appeal the hearing panel's decision shall also be sent to the Charged Party at the same time.

I. Appeal Process.

1. The Charged Party or the Executive Director may appeal the hearing panel's findings and/or proposed penalties to the Board of Directors.
2. The appeal shall be in writing, fully outlining the appealing party's objections and arguments against the hearing panel's findings and/or proposed penalties.
3. The appealing party shall mail or deliver such written appeal to the President of the Board, c/o the state MSEA office in St. Paul, within 21 days of the postmarked date of notification of hearing panel's findings and proposed penalties.
4. Upon receipt of the written appeal, the President shall cause the matter to be placed on the agenda of the next regular or special Board meeting.
5. The Board shall review the hearing panel's report as well as the written argument submitted by the appealing party. The Board shall be bound by the Hearing Panel's factual findings, unless those findings are clearly erroneous.
6. The Charged Party and/or the Executive Director may appear in person to present additional oral argument before the Board; however, he/she shall not be required to do so. The personal appearance of the appealing party shall not negate the requirement for submission of written arguments as specified in Section I.2. of this Bylaw.
7. The Board shall then determine, in Executive Session, whether or not to sustain the action of the hearing panel. The Board may affirm the panel's decision, dismiss the charges, amend the proposed penalties, if any, and/or order the proposed or amended action to be effected. The Board will overturn factual findings of the hearing panel only if those findings are clearly erroneous. The Board's decision shall be announced in open session at the same meeting.
8. If penalties are to be imposed, the Board shall set the date on which such penalties shall be effected, which shall not be earlier than 5 days following the Board's final action.

9. The President shall notify the Charged Party, by certified mail, return receipt requested, at the Charged Party's last known address, of the Board's action and the effective date of any penalties to be imposed. Copies of such notification shall be forwarded to the Charging Party and the President of the concerned local bargaining unit.
10. If no party files a written appeal in accordance with the provisions of this Bylaw, the Board shall consider the Hearing Panel's report at its next regular meeting following the 21-day appeal period. At that time, the Board shall review the decision of the Hearing Panel, declare a final determination of the Charges and the penalties to be imposed and order the proposed penalties, if any, to be effected.

J. Penalties. The hearing panel may, if it finds that a charge against a Charged Party has merit, impose any one or more of the following penalties:

1. A formal reprimand, accompanied by a formal warning against repetition of the act or acts of which the accused is found guilty.
2. A fine in an amount not to exceed one year's dues.
3. Full or partial restitution, where the consequences of the offense can be measured in material or financial terms.
4. Removal from office in MSEA.
5. Suspension from the right to hold any elected position in MSEA for a period no greater than 3 years.
6. Suspension from membership in MSEA and conversion to fair share fee payer status for a specified period of time, not to exceed 3 years.
7. Expulsion from membership in MSEA.
8. Forfeiture of any member (not dependent) awarded scholarship.

1.7 Meetings. A meeting of all of the members of MSEA may be held upon an action of the Board of Directors or the Delegate Assembly or upon a petition filed with the President and signed and dated by at least 10% of the members with voting rights (such calculation to be based upon MSEA's total full members as of the previous Delegate Assembly). A meeting of the members shall be required to approve dissolution of MSEA, a sale of all or substantially all of its assets, or a merger or other affiliation with another labor organization. The President of MSEA shall preside at a meeting of the members. Such member meeting shall be scheduled within ninety (90) calendar days. Notice of the meeting shall be given to the members not less than twenty (20) calendar days prior to the meeting. Such notice shall be in writing and shall include the date, time and location of the meeting, and the proposed agenda. The notice requirements of this bylaw are deemed waived upon attendance at any meeting.

1.8 Quorum. A quorum for a meeting of the members is ten percent of the members entitled to vote at the meeting.

1.9 Voting. The members shall vote on matters as required by MSEA's Articles of Incorporation and these bylaws and on matters submitted to them by the Delegate Assembly or properly presented at a properly called meeting of the members. The voting on any matter submitted to a vote of the members, outside of a membership meeting, shall be conducted by paper ballot mailed to each

member. The ballot shall be accompanied by instructions which specify the address to which the ballots are to be returned and the deadline by which ballots must be postmarked or stamped as received by MSEA. Any matter submitted to a vote of the members shall be considered approved upon an affirmative vote of a majority of the total number of members eligible to vote and present at the meeting.

1.10 Discrimination Forbidden. It is the policy of MSEA to promote any opportunity that will guarantee equal rights for all, regardless of race, sex, religion, age, national origin, disability, marital status, status with regard to public assistance or sexual or affectional preference. No person or group will be denied membership or the right to hold office in MSEA because of any such characteristic. No member shall discriminate or advocate discrimination against any other member on the basis of race, sex, religion, age, national origin, disability, marital status, status with regard to public assistance or sexual or affectional preference.

2. Bargaining Units

2.1 Definition. A "Bargaining Unit" is any collective bargaining unit for which MSEA has been recognized by an employer or certified by the Minnesota Bureau of Mediation Services ("BMS") as the exclusive representative. The Bargaining Unit shall consist of the members who fall within the scope of the represented job classes as recognized by the employer and/or determined and defined by order of the BMS.

2.2 Operating Policy. Each Bargaining Unit shall be governed by its Bargaining Unit Operating Policy. The Board shall adopt a model Bargaining Unit Operating Policy which shall be the Bargaining Unit Operating Policy for a Bargaining Unit unless such Bargaining Unit adopts an amended Bargaining Unit Operating Policy. An amended Bargaining Unit Operating Policy may be adopted upon the affirmative vote of the members of the Bargaining Unit; however, such amendment shall not be effective until approved by the Board.

3. Delegate Assembly

3.1 Definition. The Delegate Assembly shall consist of the members of the Board of Directors and the delegates selected by the Bargaining Units recognized by MSEA.

3.2 Number of Delegates. School Districts with one MSEA Bargaining Unit: These Bargaining Units shall be entitled to not fewer than two (2) delegates. Any unit that employs more than 75 MSEA members may select one (1) additional delegate for every 75 members over the initial 75 members. School Districts with more than one (1) MSEA Bargaining Unit: These Bargaining Units may use the previous formula or the following formula; whichever yields the greatest number of delegates. These Bargaining units shall be entitled to not fewer than one (1) delegate per bargaining unit. Any Bargaining Unit that employs more than 75 MSEA members may select one (1) additional delegate for every 75 members over the initial 75 members. Individual Bargaining Unit delegates are transferable to other Bargaining Units within the same School District at the discretion of the individual bargaining unit. The number of delegates for each school district/bargaining unit shall be determined based on the number of members employed by the district on March 1 of each year. To be eligible to serve as a delegate, a person must be a member of MSEA in good standing with full membership privileges.

3.3 Meetings. The Delegate Assembly shall meet annually to conduct its business. A special meeting of the Delegate Assembly may be held upon a petition filed with the President and signed by at least 35% of the delegates. Special meetings shall be conducted at a time, date and place as established by the President however such special meetings shall occur no later than ninety (90) calendar days following the date the petition is received by the President. The President of MSEA shall preside at a meeting of the Delegate Assembly and the President shall appoint persons to serve as the secretary and the parliamentarian of the meeting. Notice of all meetings shall be given to the delegates not less than twenty (20) days prior to the meeting. Such notice shall be in writing and shall include the date, time and

location of the meeting, and the proposed agenda. If circumstances prevent the required twenty-day notice, the Board will make a good faith attempt to contact all of the delegates by alternate means and inform him/her of the date, time and location of the special meeting. Any time this alternate method of notification is used, the President will report to the membership present on the efforts taken to contact each delegate and the reason that the regular procedure could not be followed. The notice requirements of this bylaw are deemed waived upon attendance at any meeting.

3.4 Quorum. A quorum for a meeting of the Delegate Assembly is 25% of the registered delegates eligible to attend.

3.5 Powers. The Delegate Assembly shall establish dues and special assessments for the members of MSEA; approve the annual budget of MSEA; conduct elections for the Officers and Directors of MSEA; conduct such business as placed on the agenda for the Delegate Assembly; and exercise all other powers conferred upon it by the Articles and Bylaws of MSEA.

4. Officers

4.1 Election; Term; Removal. The Officers of MSEA shall be elected by the Delegate Assembly. The officers shall include a President, a Vice-President and a Treasurer. Officers shall be elected for a term of three years, and shall hold office until expiration of the term and until a successor is elected and qualified, or until the earlier death, resignation, removal or disqualification of the officer. The regular term of officers shall expire on June 30. No person shall serve more than two consecutive full terms in the same office.

Nominations of officers shall be made at a regular meeting of the Delegate Assembly for that purpose which shall be held in April of each year. The President and Vice-President shall serve concurrent terms. The term of the Treasurer shall not coincide with the terms of the other officers. To be eligible for office, a person must be a member of MSEA in good standing with full membership privileges. Officers shall be elected by secret ballot vote of the delegates present at the regular election meeting of the Delegate Assembly. Voting by proxy shall not be allowed.

Once sworn into office an officer-elect will be included as a nonvoting participant in all meetings and conference calls convened by the Board between the date of election and July 1 of the year elected.

4.2 Vacancy. If any office of MSEA becomes vacant prior to February 1 by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Board may appoint a successor to serve for the remaining unexpired term of such officer or until the next meeting of the Delegate Assembly, whichever is earlier. The Delegate Assembly shall conduct an election to fill the vacancy at its next meeting. An appointed officer shall serve until the election is conducted. The person elected to fill the vacancy shall serve for the remaining term for the office.

4.3 President. The President shall serve as the chair of the Board and shall preside over the Delegate Assembly. The President shall present an annual "State of the Union" report to the Delegate Assembly. The President shall also execute and enforce these Bylaws and the policies of MSEA; delegate authority and responsibility to other officers, members and staff as necessary to carry on the business of MSEA; serve as the primary liaison and contact for communication between the Board and Executive Director; preside over all full membership meetings; in conjunction with the Treasurer, supervise the funds of MSEA; prepare the agenda and the program for meetings of the Delegate Assembly, subject to the approval of the Board; recommend appointments for all committees and sub-committees, subject to the approval of the Board; serve as an ex-officio (non-voting) member on all committees; periodically review existing policies and propose new or amended policies to the Board for consideration; serve as or designate a spokesperson for MSEA policies and positions; promote the growth and development of MSEA throughout the State of Minnesota; assign the regional directors of MSEA; and perform such other duties as may be conferred upon him/her by the Articles or Bylaws of MSEA or by the Board.

4.4 Vice-President. The Vice-President shall assist the President and assume the duties of President in his/her absence or incapacity. The Vice-President shall also, at the direction of the President, serve as a regional director of MSEA.

4.5 Treasurer. The Treasurer shall serve as the chief financial officer of MSEA, shall supervise all funds of MSEA and shall render to the President and the Board, at the monthly meetings of the Board and at the annual meeting of the Delegate Assembly, an account of the financial condition of MSEA. The Treasurer shall also implement and enforce any financial policies adopted by the Board, review and approve expense reimbursements for the Board and preside at meetings of the Board or Delegate Assembly in the absence of the President and Vice-President.

5. Board of Directors

5.1 Number of Directors. MSEA's Board of Directors shall consist of the three (3) persons elected as the officers of MSEA and six (6) Directors elected at-large.

5.2 Responsibilities of the Board. The property, funds, affairs and business of MSEA shall be under the general authority of the Board of Directors (the "Board"). The Board has the following specific duties:

- A. To appoint members to Board committees or statewide organizational positions;
- B. To remove with or without cause members serving on Board committees or in statewide organizational positions (other than members of the Judicial Panel established in Bylaw 1.6 relating to member discipline, who may be removed only by a two-thirds vote of the Board);
- C. To prescribe rules and regulations for the guidance of Officers, Directors and members of Board committees or holders of other statewide organizational positions;
- D. To carry out the plans, policies and annual budget adopted by the Delegate Assembly;
- E. To prepare the annual program for the Delegate Assembly;
- F. To establish policies of MSEA not inconsistent with the actions of the Delegate Assembly, the laws of the State of Minnesota and the Bylaws of MSEA when the Delegate Assembly is not in session;
- G. To authorize movement of grievances to arbitration;
- H. To sanction or not sanction strikes; and
- I. To retain accountants, attorneys, and other professionals to provide services to MSEA, under the supervision of the President and Executive Director.

5.3 Representational Duties of Directors. In addition to the duties set forth in Bylaw 5.2, individual Directors are responsible for:

- A. Presenting policy proposals initiated by their constituents to the President and the Board;
- B. Reporting to the bargaining unit leadership in their assigned region the actions and policies of the Board; and

- C. Appearing and speaking at various MSEA functions as part of their obligation to report periodically to members.

5.4 Election; Term. The non-officer Directors of MSEA shall be elected by the Delegate Assembly. Any member of MSEA in good standing with full membership privileges may stand for election as a Director. Directors shall be elected for a term of three years, and shall hold office until expiration of the term and until a successor is elected and qualified, or until the earlier death, resignation, removal or disqualification of the director. The regular term of directors shall expire on June 30.

Nominations shall be made at a regular meeting of the Delegate Assembly for that purpose which shall be held in April of each year. The terms of the non-officer directors shall be staggered so that the regular three-year term of two directors will expire each year. To be eligible to be a director, a person must be a member of MSEA in good standing with full membership privileges. Directors shall be elected by secret ballot vote of the Delegates present at the regular election meeting of the Delegate Assembly. Voting by proxy for directors shall not be allowed.

Once sworn into office a director-elect will be included as a nonvoting participant in all meetings and conference calls convened by the Board between the date of election and July 1 of the year elected.

5.5 Forfeiture of board position; removal; resignation. A director shall forfeit his/her position on the Board upon ceasing to be an Active Member or upon being absent, without reasonable cause, for three consecutive meetings of the Board (whether regular meetings or special meetings) by a vote of the Board. A director may be removed or otherwise disciplined as provided in Bylaw 1.6. The director subject to removal may not vote on his/her removal.

A director may be removed from office by an affirmative vote of 2/3 of the Delegates at any Delegate Assembly on a "Motion to Recall". A "Motion to Recall" shall require a second and is debatable. If the subject of the "Motion to Recall" is the Presiding Officer, the Presiding Officer shall appoint a new Presiding Officer for the duration of the debate and voting on the motion to recall. A director shall forfeit his/her office immediately upon said vote and the Delegates shall then elect a new director. The director elected shall serve for the remaining term for the office.

A Director may also be subject to discipline pursuant to Bylaw 1.6. In the event the President is the subject of the disciplinary action, the Vice President shall appoint a special Judicial Panel pursuant to the procedure in Bylaw 1.6 to address the matter involving the President. The special Judicial Panel shall be dissolved upon the conclusion of the matter.

5.6 Conflict of Interest. A conflict arises between a director and the organization when the organization contemplates:

- A. Entering into a contract or other transaction with a) a director; b) a member of the director's family; or c) an organization in or of which the director, or a member of the director's family, is a director, officer, or legal representative, or has a material financial interest;
- B. Taking an action specifically regarding the director; or
- C. Taking an action which would or could have a significant economic impact on the director or a member of the director's family.

When a conflict of interest arises, the director should disclose the nature of the conflict to the Board as soon as possible and abstain from any discussion, deliberation or vote on the matter.

MSEA may still enter into a contract or take an action that creates a conflict of interest as to any director if:

- A. At the time it was authorized, approved or ratified, the contract or transaction was fair and reasonable to MSEA; and

- B. The conflict and all material facts are fully disclosed and, in good faith, the Board authorizes, approves or ratifies the contract or transaction.

5.7 Vacancy. If any director position becomes vacant prior to February 1 by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Board may appoint a successor. The Delegate Assembly shall then conduct an election to fill the vacancy at its next annual meeting. An appointed director shall serve until such election is conducted. The person elected at the Delegate Assembly to fill the vacancy shall serve for the remaining unexpired term for that director position.

5.8 Continued Service on Board After Layoff. A director may complete his or her term of office if he or she is laid off, his or her position is eliminated as part of a reduction in force, or he or she takes an approved leave of absence from the school district, provided the director continues to meet the requirements for membership as described in Section 1.5 of these Bylaws.

5.9 Meetings. Meetings of the Board shall be held not less than quarterly and may be held at any time upon request of the President or any three directors of MSEA. The request shall specify the purpose or purposes of the meeting. The President shall preside at each meeting of the Board or, in his/her absence the Vice-President or in his/her absence a chair selected by those directors present. The President or presiding director shall appoint a person to act as secretary of the meeting. The appointed secretary shall file the minutes with the state office within 15 days of the meeting. The meetings of the Board shall be open to the members and the staff of MSEA unless the Board adjourns to an executive session.

5.10 Action Without A Meeting. Any action required or permitted to be taken at a Board meeting may be taken by written action signed by the number of directors that would be required to take the same action at a meeting of the Board at which all directors were present.

5.11 Notice. Written notice of each meeting of the Board, stating the time, date and place of the meeting, shall be mailed or delivered to each of the directors at least five, but not more than thirty days in advance of the meeting. Notice may be waived before, at or after a meeting, orally or in writing. Attendance by a director at a meeting is a waiver of notice of that meeting, unless the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate in the meeting.

5.12 Quorum; Proxies. At any meeting of the Board, a majority of the directors then holding office shall be necessary and sufficient to constitute a quorum for the transaction of business. Except where otherwise required by statute or provided in these Bylaws, the affirmative vote of a majority of the directors present at a meeting at which there is a quorum is sufficient for any action. Directors may not appoint a personal proxy or vote by proxy. The minutes of each Board meeting shall record the vote of the Board on each motion presented. In the event that a motion does not receive unanimous support, the vote of each individual Board member shall be recorded in the minutes.

5.13 Adjournments. Any meeting of the Board may be adjourned from time to time or day to day, or both, upon the consent of a majority of directors present. If the date, time and place of the adjourned meeting appear in the minutes of the original meeting, no further notice as to the date, time and place of the adjourned meeting need be given. At any adjourned and reconvened meeting at which a quorum of the directors is present, any business may be transacted which might have been transacted at the original meeting.

5.14 Committees. The Board may designate one or more committees from time to time and adopt such regulations as it deems advisable with respect to the membership, authority and procedures of such committees.

5.15 Action By Electronic Communication. A conference among directors by means of communication through which the directors may simultaneously communicate with each other during the conference is a meeting of the Board, if the same notice is given as would be required for a meeting and if the number of directors participating is a quorum. Participation by this method constitutes personal presence at the meeting. A director may also participate in a meeting of the Board by any means of communication through which the director and all other directors participating in the meeting may simultaneously communicate with each other during the meeting. Participation in a meeting by this means also constitutes personal presence at the meeting.

5.16 Other Powers. In addition to the powers and authority conferred upon it by these Bylaws, the Board shall have the power to do all acts necessary and expedient to the conduct of the business of MSEA subject to applicable law and the MSEA Articles of Incorporation and Bylaws.

6. MSEA Staff

6.1 Executive Director. The Board of Directors shall hire the Executive Director and shall enter into a contract with him/her regarding the terms and conditions of his/her employment. Working under the direction of the Board of Directors, the Executive Director shall be general manager of MSEA and as such shall be responsible for the active management of the day-to-day business and financial affairs of MSEA in a manner consistent with the policies and directives established by the Board. He/she shall present to the Delegate Assembly a complete report of the work done during the year and a report recommending the work that should be done during the ensuing year. He/she shall also present to the Delegate Assembly a budget of probable expenses for the ensuing year. He/she shall perform all such other duties similar to those commonly performed by the chief executive officer of a corporation. The Board may require the Executive Director to provide a surety bond, however, MSEA shall pay the cost of issuing such bond.

6.2 MSEA Employees. The Board of Directors shall hire all management staff. The Executive Director shall hire all other employees of MSEA, subject to the approval of the Board. The Executive Director shall supervise and direct the employees of MSEA. New positions shall not be established by the Executive Director without prior approval of the Board of Directors.

7. Contract Negotiations

7.1 Contract Proposals. The negotiation team of the Bargaining Unit shall prepare an initial proposal for contract negotiations in consultation with the Unit's MSEA Field Representative. The proposal shall be presented to the members of the Bargaining Unit and be approved by a majority of the members present before it is submitted to the employer.

7.2 Ratification of Bargaining Agreements. A collective bargaining agreement negotiated by a Bargaining Unit, or any subsequent modification thereof, shall not be effective and binding until: the Bargaining Unit has held a meeting for which all of its members have been notified and at which the Unit's leadership shall outline all the provisions of the proposed contract and provide adequate opportunity for discussion, debate, and answers to questions; after the conclusion of the discussion of the contract terms, the leadership has made its recommendation to approve or reject the contract; and, following such discussion and recommendation, the contract is approved by an affirmative vote of the majority of members in good standing who vote. The vote may be taken by any means authorized by the Unit's Bargaining Unit Operating Policy, as approved by the MSEA Board. Fair share fee payers and Members on Inactive LOA Status are not eligible to vote on the ratification of a contract.

7.3 **Strikes.** Strikes will be engaged in and conducted according to the following procedure:

A. Procedure for Strike Authorization.

1. *Bargaining Unit.*
 - a. Assessment: The field representative and strike committee members will assess vote support and picket line support for a strike.
 - b. Issues: The strike committee and field representative must identify issues for settlement, maintaining flexibility for settlement at all times.
 - c. Strike merits: Field staff will assess the merits of a strike (issues, public support, unit support, school district employee support, etc.).
 - d. Report to Board: Field staff will prepare a report for the Board of Directors discussing the assessment, issues and strike merits as set forth above.
2. *Bargaining Unit Vote.* The bargaining unit will conduct a vote to determine whether 65% of the bargaining unit wishes to engage in and fully support a strike.
3. *Board of Directors' Sanctioning of Strike.* Based on the information contained in the report prepared by field staff and the result of the Bargaining Unit vote, the Board of Directors will vote whether or not to sanction a strike.
4. *Pre-Strike.* A request will be made to the Bureau of Mediation Services for a pre-strike mediation before the strike begins.
5. *Procedure Following Final Mediation.*
 - a. Field staff is expected to reassess strike support. Any significant change in the number of employees willing to vote in support of a strike or to cross the picket line shall be immediately reported by the field staff to the Executive Director, who shall relay the information to the President of the Board for reconsideration of strike sanction by the Board.
 - b. The employer's final bargaining position shall be placed before the bargaining unit membership for a vote. The ballots shall state as follows:
___ Yes, I accept the employer's final bargaining position.
___ No, I do not accept the employer's final bargaining position and I authorize and agree to fully support a strike to begin at 12:00 a.m. on _____, 20__.
 - c. If 65% or more of the bargaining unit votes to authorize a strike, the bargaining unit has authorized a strike and strike procedures, as set forth below, may begin.

B. Strike Committee Make-Up.

1. The bargaining unit must set up a strike committee to address issues such as publicity, job bank/public assistance, communications/telephone tree, welfare/food and shelter. Before moving forward with any authorized strike, the strike

committee will also establish a hardship committee, or will act itself as a hardship committee.

2. The strike committee must be functional before a strike may be called.
3. The negotiation committee will continue to be responsible for negotiations during any strike. The negotiation committee will keep the strike committee apprised of the status of negotiations during the strike.
4. The strike committee is advised to develop a community based committee supporting MSEA strikers. If the strike committee deems appropriate, members of the community based committee may be added to the strike committee.

C. *Benefits from MSEA.* MSEA will provide the following benefits for strikes that have been authorized by the MSEA Board of Directors:

1. MSEA will provide funds for a strike headquarters, including rent, tables, chairs, telephone and other necessary office supplies to carry on the strike under the direction of the MSEA staff. The strike headquarters will be operational as soon as possible before the commencement of a strike. The bargaining unit is encouraged to use local resources to obtain any or all of the above.
2. MSEA will fund the publicity campaign prior to and during a strike, under the direction of MSEA staff.
3. MSEA may provide emergency (crisis) funds on a case-by-case basis, based on need. Payment of any emergency (crisis) funds will be at the discretion of the MSEA Board. The Board may seek the recommendation of the local strike/hardship committee and MSEA staff.

D. *Appropriate Actions Leading Up To and During a Strike.*

1. Strike committee members, members of the negotiation team and other bargaining unit members are advised to show continued presence at School Board meetings.
2. The strike committee is advised to contact local bargaining units of other unions to elicit support from the local labor community for the strike.

E. *MSEA Staff Activity.* If a strike is authorized by the MSEA Board, MSEA staff will provide the following strike support:

1. The field representative assigned to the striking bargaining unit will be responsible for acting as lead negotiator for the unit.
2. MSEA staff, in coordination with the strike committee and the negotiation committee, will develop a publicity campaign to highlight the need for changes to the contract, paying particular attention to contacts with various community groups (e.g., PTA, other unions, churches and other interested groups) to elicit support for the unit's contract position.
3. Other staff will be made available, as assigned in the discretion of the MSEA Executive Director and to the extent possible in light of their other job responsibilities, for strike support activities.

F. Member Discipline.

1. A member who crosses a legitimately established MSEA picket line to perform bargaining unit work will be fined double dues for each month in which the member crosses the picket line.
2. Additional member discipline for strike breaking activity will be determined in accordance with the discipline procedure for members set forth in Bylaw 1.6.

8. Other Matters

8.1 Grievances. Grievances may not be submitted to arbitration without the approval of the Board. If the Board does not approve the grievance for arbitration the grievant will be notified in writing of the Board's decision and the right to appeal such decision. This notification will include a copy of Bylaw 8.1 and shall be sent by commercial overnight delivery (signature required). Three delivery attempts of the same notification letter shall fulfill the delivery requirement and the appeal timeline will then begin to run. In order to appeal such decision, the grievant must present to the Executive Director a written appeal request within 72 hours of receipt of the Board's decision. At the Board meeting, the grievant and any other member whom the grievant has invited to speak shall be given an opportunity to address the Board. The Board may set reasonable time limits on presentations by the grievant. The decision of the Board shall be final and binding. The Board may seek the advice of its legal counsel before rendering a decision on the matter. The Board shall act promptly to ensure that the matter is considered within the time constraints of the grievance procedure set forth in the collective bargaining agreement.

8.2 Maintenance and Inspection of Records. Correct and complete copies of the Articles of Incorporation, Bylaws, accounting records and minutes of meetings of the Board and of committees of MSEA shall be kept at the registered office of MSEA. A director, member, or agent or attorney of a director or member, may inspect all books and records of MSEA for any proper purpose at any reasonable time.

8.3 Audit. The board shall make or cause to be made at least annually an audit of the finances of MSEA and shall report to the membership on the results of such audit.

8.4 Fiscal Year. The fiscal year of MSEA shall be September 1 to August 31.

8.5 Indemnification of Persons. To the full extent permitted by the Minnesota Nonprofit Corporation Act, as enacted or hereafter amended, or by other provisions of law, each person who is a party or is threatened to be made a party to any proceeding, wherever and by whosoever brought (including any proceeding by or in the right of MSEA), whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee, or agent of MSEA, or that he or she is or was serving at the specific request of the Board as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by MSEA against all reasonable expenses, including attorneys' fees and disbursements, judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with such action, suit or proceeding; provided, however, that the indemnification with respect to a person who is or was serving as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall apply only to the extent such person is not indemnified by such other corporation, partnership, joint venture, trust or other enterprise. The indemnification provided by this Bylaw shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of such person and his or her heirs, executors and administrators, with respect to activities of such person during the period he or she acted as a director, officer, employee or agent of MSEA, and shall apply whether or not the claim against such person arises out of matters occurring before the adoption of this Bylaw.

8.6 Authority to Act. Except to the extent specified in the Articles or Bylaws of MSEA, no officer of MSEA shall have the power to act as agent for or otherwise bind MSEA in any way whatsoever. No member, group of members, other person or persons shall have the power to act on behalf of or otherwise bind MSEA unless expressly authorized in writing by the Board.

8.7 Voting Agreements Prohibited. Members may not enter into voting agreements.

9. Amendments.

The Bylaws may be amended or repealed by the affirmative vote of a three-fifths majority of the Delegates present at a meeting of the Delegate Assembly at which there is a quorum. A proposal to amend the Bylaws may be offered by the Board or by any Delegate. To be considered by the Delegate Assembly, a proposal which describes the Bylaw(s) to be amended and the substance of each amendment must be submitted in writing to the Executive Director no later than February 1. The Executive Director shall provide notice to the Delegates of each proposed amendment to be considered at a meeting of the Delegate Assembly not less than 30 days before such meeting.

CERTIFICATE

The foregoing Bylaws of the Minnesota School Employees Association were adopted by the Delegate Assembly of MSEA effective the 24th day of April, 2010.

Evan Mapes

Its President