

**BYLAWS of the CAROL STREAM EDUCATION ASSOCIATION**

**Article I - Name and Objective**

**Section 1 - Name**

The name of this organization shall be the Carol Stream Education Association, an affiliate of the Illinois Education Association and the National Education Association.

**Section 2 - Objective**

The object of the Association shall be to advance public education in Illinois and to promote the welfare of non-management school personnel.

**Article II - Membership, Affiliation and Non-Discrimination**

**Section 1 - Membership**

Membership shall be open to all regularly employed certified personnel of Community Consolidated School District #93, Carol Stream, Illinois who are employed to teach half-time or more or hold a job share position, except the Superintendent, central office administrative staff, building principals, assistant principals, teacher aides, substitutes, paraprofessionals and psychologists.

**Section 2 - Affiliation**

This organization shall be affiliated with, and comply with the Bylaws of the Illinois Education Association and Constitution and Bylaws of the National Education Association. If there are any conflicts or inconsistencies between these bylaws and the bylaws or constitution of the state or national organization, the state or national documents shall govern.

**Section 3 - Non-Discrimination**

This organization shall not deny membership based upon race, color, national origin, religion, political activities or beliefs, gender, sexual orientation, age, disability, marital status or economic status.

**Article III - Governance**

**Section 1 - Executive Officers**

The Executive Officers of the Association shall be the President/Vice-President or Co-Presidents, Secretary and Treasurer.

**Section 2 - Representative Council**

The Representative Council shall consist of the Executive Officers and elected Association Representatives from each building in the school district and the District Office Carol Stream Education Association members, and Regional Council Representatives. A person serving as an Association Representative shall not hold an Executive Office.

### **Section 3 - Recall**

Any Executive Officer, excluding Regional Council Representative(s), may be removed by a three-fourths (3/4) vote of those members voting at a membership meeting when a majority of the membership is present. Such recall election shall be conducted by the Election Committee upon receipt of a petition stating the specific grounds of the recall and containing the signatures of thirty (30) percent of the membership.

## **Article IV - Executive Officers**

### **Section 1 - Duties**

- A. Co-Presidents. The Co-Presidents shall be the Chief Officers, with the power and the duty to enforce and interpret the Bylaws, carry out Association policies between Representative Council meetings, sign contracts and agreements, represent the Association before the public either personally or through designees, appoint and remove members of all committees with the consent of the Representative Council, serve as ex-officio member on all committees, cause a budget to be constructed and an annual audit to occur, and preside over meetings of the Representative Council, and shall have the power and duty to perform all acts generally associated with the nature of the office and such other duties applicable to the office as prescribed by the parliamentary authority adopted herein which are not inconsistent with the Bylaws.
- B. Vice-President (if no Co-President). The Vice-President shall have the powers and duties of the President in the President's absence or inability to serve, shall succeed to the Presidency pursuant to the Bylaws, and shall otherwise have such powers and duties as may be assigned by the President.
- C. Secretary. The Secretary shall maintain the official files and shall assist the President with Association correspondence. The Secretary shall keep accurate minutes of each meeting of the Representative Council and each meeting of the membership, and shall be responsible for notifying members of regular and special meetings.
- D. Treasurer. The Treasurer shall maintain the records of membership, keep accurate records of expenses and income, report such records at the Representative Council meeting and meetings of the membership. The Treasurer shall be responsible for the payment of bills, for updating and returning of membership rosters to IEA, and for transmitting dues to the IEA as per IEA policies. The Treasurer shall serve as Chairperson of the Membership Committee.

### **Section 2 - Terms**

- A. Term. The term of office for executive officers shall be two (2) years commencing on August 1 in odd numbered years for President/Co-President and Treasurer and in even numbered years for Vice-President/Co-President and Secretary. Officers may succeed themselves.
- B. Transfer of Records. Within ten (10) days after the close of office, each officer shall transfer records to the incoming officer. Any officer vacating an office shall transfer all records within ten (10) days after a selection of a replacement is made.

**Section 3 - Vacancies**

Vacancies occurring by reason of death, resignation, incapacity, or other disqualification shall be filled as follows:

- A. President. A vacancy in the office of the President, shall be filled by the Vice-President for the remainder of the unexpired term.
- B. Co-President. A vacancy in the office of Co-President, shall be filled by a special election if the remainder of the unexpired term is one year or more.
- C. Other Officers. If a vacancy occurs in any other office, the President shall appoint a successor for the remainder of the unexpired term, with the consent by majority vote of the Representative Council.
- D. President and Vice-President. If a vacancy occurs in both the office President and of Vice-President (or both Co-Presidents), the Secretary or Treasurer (the one who has served the longest time as a voting member of the Representative Council) shall assume the President's duties until an election is conducted by the Election Committee within sixty (60) days to complete the unexpired terms.

**Article V - Regional Council Representatives and Alternates**

**Section 1 - Duties**

IEA Regional Council Representative(s) shall attend the regional council meetings, represent the Association, and report Council activities to the Representative Council and membership as necessary.

An alternate shall perform the duties of the Regional Council Representative in his/her absence.

**Section 2 - Election and Terms**

The election of Regional Council Representative(s) and alternate(s) shall be as prescribed by the IEA Bylaws. The term shall be for one year and shall commence on August 1 in the year of the election.

**Section 3 - Vacancies**

Vacancies for Regional Council Representative(s) and alternate(s) must be filled in the manner of the original election as prescribed by the IEA Bylaws.

## **Article VI - Association Representatives (ARs)**

### **Section 1 - Duties**

The Association Representatives shall be members of the Association selected:

- To provide two way communication between the Association and members
- To distribute materials to members personally
- To conduct informative meetings
- To meet with the building administrator to address members concerns
- To serve as members of the Election Committee and conduct elections within their attendance center
- To recruit volunteers for Association jobs and activities and generate support of Association positions and programs

The Association shall provide training for Association Representatives, keep the Association Representatives informed of Association activities and positions, and provide incentives for attracting and retaining Association Representatives.

### **Section 2 - Terms**

The term shall be for one year and shall commence on August 1 in the year of the election.

### **Section 3 - Elections**

A minimum of two Association Representatives will be elected from each building and the District Office. For each additional 20 members over 20, building may elect an additional Association Representative.

### **Section 4 - Vacancies**

Vacancies for Association Representative(s) shall be filled by a special election.

## **Article VII - Representative Council**

### **Section 1 - Duties**

The Representative Council shall conduct and supervise the business of the organization, approve a budget, undertake such expenditures as are necessary and reasonable for the operation of the organization, consent to the appointment of committees, plan and recommend programs to the membership, develop Bylaws, approve expenditures, and consent to the filing of vacancies.

### **Section 2 - Meetings**

- A. Quorum. A majority of the members of the Representative Council must be present to conduct business, and a majority vote of those present shall rule.
- B. Regular Meeting. The Representative Council shall meet the first Wednesday of each month between September and May.

- C. Special Meetings. Special meetings may be called by the President, or shall be called upon the written request of 10 members of the Representative Council. Except in cases of emergency, at least 5 days notice shall be given to all Representative Council members and business shall be limited to that contained in the notice.

## Article VIII - Elections

### Section 1 - Elections Committee

- A. Composition- One or more Association Representative(s) from each building shall serve as members of the Elections Committee. The President shall appoint a Chairperson with the approval of the Representative Council.
- B. Duties- The Chairperson will establish procedures subject to the approval of the Representative Council for nomination of candidates, dissemination of notices concerning the election, conduct of the election, and tabulation of the ballots which shall be consistent with procedures established by the IEA Elections Committee. The Chair will hear initial election challenges.
- C. Vacancies- Should a temporary or permanent vacancy occur for the Chair position, a new Chair shall be appointed by the President(s). Should a vacancy occur on the committee, whether because a member becomes a candidate for office or for any other reason, a replacement will be sought from the remaining Association Representatives at that building.

### Section 2 - Election Procedures

- A. Calendar- The Chair of the Election Committee shall establish a local elections calendar with nomination and election timelines.
- B. Conduct- All elections shall be conducted by open nomination and secret ballot. No person who is a candidate shall be involved in the operational procedure of the election for which they are seeking office.
- C. Nominations- A fifteen (15) day notice shall be given for nominations to all offices to be filled. Notice shall include time, place and method for submitting nominations.
- D. Write-In Provisions-A write-in provision is required if the number of declared candidates is less than the number of positions available. In cases of elections where the local officer will also serve as delegate to the IEA and/or NEA Representative Assembly, a write-in provision is required.
- E. Uncontested Election- If the number of nominations received is equal to the number of positions available; the chair shall declare the candidate(s) elected.

- F. Eligibility- All active dues paying members must be afforded the opportunity to run for and/or vote in any election representing active members. This does not include fair share members.
- G. Notice- A fifteen (15) day notice of local elections shall be given by posting or other means.
- H. Consistency- All election procedures shall be consistent with Regional, State and Federal requirements.
- I. Use of Dues- No dues may be used in support of any candidate for any Local, Regional, State or National office.
- J. Offices Governed by this Article- All Local Officers, Association Representatives, IEA Regional Council Representative(s), CSEA Sick Leave Pool Trustees, School Board Observers, Delegates to the IEA Representative Assembly and Delegates to the NEA Representative Assembly. The Negotiations Committee will be elected in February of the year prior to the expiration of the contract.
- K. Runoff Elections- In the event that there is no candidate who has received a majority of the votes cast for a particular office, the Elections Committee shall immediately conduct a runoff election between the two candidates who had received the highest number of votes for that office. Runoff elections shall be run in the same manner as the original election.
- L. Results- The results of the election must be published in a timely manner which allows members to obtain the information without unusual effort.

### **Section 3 - Election Challenges**

Any member(s) desiring to challenge the conduct of any election shall file a written challenge according to the procedures as follows:

- A. Local Level- Initial challenges to all local elections governed by this article shall be filed with the Elections Chair and the CSEA President(s). Such challenges shall include the reason for the challenge and must be made no later than five (5) school days after the issuance of the election results. The President and Election Chair will consult the Election Liaison from the IEA prior to making a ruling.
- B. Region, State and National Level- Consult the region, state, and national governing documents for additional challenge procedures and timelines, especially for offices which serve as delegates to the IEA and NEA Representative Assemblies.

## **Article IX - Arbitration and Grievance Appeal**

The Representative Council shall decide whether or not a grievance shall be processed to final and binding arbitration. Recommendations should be provided to the Representative Council from the Grievance Chair.

## **Article X - Committees**

### **Section 1 - Appointment**

The Representative Council may establish committees on a standing and/or ad hoc basis. The Presidents shall appoint members to any committees and name the chairperson with the consent of the Representative Council except for the Negotiations Committee, the Sick Leave Pool Board of Trustees, and School Board Observers.

### **Section 2 - Standing Committees**

There shall be the following standing committees: Finance, Internal Communications, Legislation, Membership, Negotiations, Sick Leave Pool Board of Trustees, School Board Observers.

### **Section 3 - Finance Committee**

- A. Composition. The Executive Officers will serve as members of the Finance Committee.
- B. Term of Office shall be one year.
- C. Chairperson of the committee is the Treasurer.
- D. Duties. The Finance Committee shall prepare the budget and present it for approval to the Representative Council at the October meeting. The Finance Committee shall have the Treasurer's books audited by persons not on the Finance Committee. A report of the audit will be given to the Representative Council at the September meeting.

### **Section 4 - Internal Communications Committee**

- A. Composition. All Association Representatives are members of the committee.
- B. Term of Office shall be one year.
- C. Chairperson shall be appointed by the President(s).
- D. Duties shall be to periodically prepare and distribute newsletters.

### **Section 5 - Legislative Committee**

The Legislative Committee shall work with IEA Government Relations to help promote activities, which lead to the passage of desirable state and federal legislation for schools.

## **Section 6 - Membership Committee**

The Chairperson of the Membership Committee is the Treasurer. The Membership Committee shall organize and conduct the annual membership drive. It shall inform the potential membership of the policies, programs, and accomplishments of the local, state, and national Association.

## **Section 7 - Negotiations Committee and Negotiating Team**

A. Composition. The membership of the Negotiations Committee shall consist of a minimum of two members elected from each building. For each additional 20 members over 20, a school may elect an additional member. Three additional members shall be appointed by the Presidents.

B. Term of Office. The term of office of the members of the Negotiations Committee shall expire after the contract is signed by the Association and the School Board.

C. Chairperson is elected by members of the committee.

### **D. Duties**

1. To survey their constituents to determine concerns and needs for inclusion in the contract and report the results of the survey to the membership.
2. To select the Negotiating Team (at least three members elected from within the Negotiations Committee) who will negotiate the contract with the Board of Education.
3. To serve as a caucus to the Negotiating Team.
4. To give updates to the membership during the negotiations process.
5. To present the contract to the Association membership at the conclusion of the negotiations during a special meeting of the Association. A vote, by ballot, at each attendance center and the District Office shall be held after the meeting. A simple majority of the members voting shall carry the issue. Voting by mail is allowed.
6. To proof read the ratified contract before it is signed by the executive officers.

## **Section 9 - School Board Observers**

A. Composition - 2 School Board Observers

B. Term of Office - elected at large for one year.

### **C. Duties**

1. To attend all regularly scheduled meetings of School District #93 Board of Education.
2. To report at the next regularly scheduled Association meeting matters discussed and acted upon.



**Section 8 - Sick Leave Pool Board of Trustees**

- A. Composition. The Sick Leave Pool Board of Trustees consists of four teachers who are members of the Sick Leave Pool.
  
- B. Term of Office elected for a one year term.
  
- C. Duties
  - 1. Administering the Association Sick Leave Pool according to the Sick Leave Pool Rules and Regulations.
  
  - 2. Reporting at the October meeting and May meeting concerning the status of the pool and recommendations for changes in the Sick Leave Pool Rules and Regulations.

**Article XI - Meetings of the Membership**

Special meetings of the membership, including contract ratification meetings, may be called by the President, a majority of the Representative Council, or a petition by thirty (30) percent of the membership. Except in case of emergency, at least 5 days notice shall be given. The Secretary shall notify the membership as soon as possible.

**Article XII - Voting**

Unless otherwise provided herein, the adoption of all business by the Representative Council and the membership shall be by a majority of those voting. A quorum shall consist of 51% of the total membership.

**Article XIII - Parliamentary Authority**

Robert's Rules of Order, Newly Revised, shall govern all meetings of this Association.

**Article XIV - Dues**

Local dues shall be established by the Representative Council. The IEA-NEA dues shall be transmitted to the IEA-NEA as per IEA-NEA policies. The books and records of the organization shall be open to inspection by any member upon reasonable request.

**Article XV - Savings Clause**

In the event a portion or portions of these Bylaws are found to be inconsistent with state or federal law, such portions to the extent that they violate the law shall be deemed deleted and/or no force and effect.

## **Article XVI - Amending Procedures**

Proposed revisions of these Bylaws shall be submitted by the Bylaws Committee to the Representative Council at a regular meeting and two-thirds (2/3) vote of those present shall rule, provided that all members of the Association have been sent notice of the date and place of the meeting and the proposed revision(s) at least thirty (30) days prior to the meeting.

Proposed: 8/91

Adopted: 12/4/91

Amended: 5/5/04, 12/4/08