



**CONSTITUTION
OF THE
CASS LAKE EDUCATION ASSOCIATION
*Amended December, 2023***

**ARTICLE I
Preamble**

We, the members of the Cass Lake Education Association, (hereafter referred to as CLEA), Education Minnesota, National Education Association, and American Federation of Teachers, believing that the active participation of non-supervisory licensed education personnel, in the development of educational policy is essential for sound education in a democratic society, have joined together, as herein defined in the Constitution, for the purpose of exerting a collective and positive influence on education in Independent School District No. 115, Cass Lake-Bena School District.

CLEA shall provide a united voice for public education, leadership in education innovation, dedication to Minnesota students and families, and an unwavering commitment to the welfare of our members.

CLEA shall be a local organization that provides unstinting professional service to its members by building and maintaining a strong, effective local and by promoting instructional advocacy. CLEA shall be committed to democracy in the workplace and within the organization.

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

ARTICLE II Affiliations

The CLEA is affiliated with Education Minnesota, the American Federation of Teachers and the National Education Association in accordance with the provisions of the constitution of these bodies. Individuals will be members of Education Minnesota, the American Federation of Teachers, and the National Education Association.

ARTICLE III Membership

Section 1: Membership in the CLEA shall be in accordance with the constitution of Education Minnesota, NEA, and AFT. The membership year shall be September 1 through August 31.

A bargaining unit member who chooses not to join as a member will be considered a potential member [or non-member], Potential members will not be eligible to run for or hold any office, to receive appointment to any position, vote in any election or ratification and strike votes, and shall not be eligible to attend any membership meeting. Potential members may not make financial donations to CLEA in lieu of becoming a member.

If for any reason there is conflicting information about these rights in any other governance or policy documents, this [Section 1/Article III] takes precedence.

ARTICLE IV Elections

Election Procedures: All elections shall be governed by applicable state and federal laws.

1. Each member must receive at least 15 days' notice of the procedures and deadlines to file as a candidate for the election and the date, time and place of the election.
2. Every member must have a fair and equal opportunity to participate in the election without unreasonable impediments.
3. Voting will be done by electronic ballot. The executive board will count ballots. Ballots will be kept on file for one year in case there is a challenge to the election.
4. Ballots and other documents related to the election should be safely stored for one year in case there is a challenge to the election.
5. No union funds may be used to support any candidate.
6. The union should comply with reasonable requests to distribute campaign literature at the candidate's expense.
7. Candidates have the right to inspect the membership list once within 30 days prior to the election. No candidate can have preferential access to the list.
8. There shall be an open nomination process for all elections.

9. Elections will be held in May. On the school year ending with an **EVEN number**, CLEA members will elect the following positions:

HIGH SCHOOL/MIDDLE SCHOOL	Co-President
HIGH SCHOOL	Building Representative;
MIDDLE SCHOOL	Building Representative;
ELEMENTARY	Teacher Rights;
ALC	Teacher Rights
open to ALL SCHOOLS	Secretary.

On the school year ending with an **ODD number**, CLEA members will elect the following positions:

ELEMENTARY/ALC	Co-President
ELEMENTARY	Building Representative;
ALC	Building Representative;
HIGH SCHOOL	Teacher Rights;
MIDDLE SCHOOL	Teacher Rights
Open to ALL SCHOOLS	Treasurer;
	Membership Chair.

ARTICLE V

Meetings and Election Procedure

Section 1: CLEA's regular business will be conducted by an executive board that will hold regular monthly meetings as well as any additional meetings necessary to carry on the affairs of the organization. Meetings are open to the general membership. The positions on the board will be paid according to their respective responsibilities. Executive board members must attend at least 50% of the monthly executive board meetings; if less than 50% of meetings are attended the stipend will be prorated. Terms of all elected positions will be two years and will commence on July 1.

Section 2: When an executive board member vacates his/her position prior to term end, or when a new position is created, the following procedure will be used:

1. An email will be sent to the membership advertising the position including a job description
2. Nominations will be taken for two weeks (via email, verbal, written communication)
3. A ballot will be put to the membership
4. Voting will take place prior to the next month's meeting

ARTICLE VI

Amendments

Section 1: An amendment to this constitution may be introduced at any regular monthly meeting and acted upon at a future meeting.

Section 2: A copy of the proposed amendment together with the recommendation of the Executive Board shall reach all members of the association one week before the action is to be taken.

Section 3: A two-thirds vote of those voting is required to adopt the proposed amendment.

ARTICLE VII Insurance

Section 1: The CLEA insurance committee shall begin meeting as soon as the district demographic information becomes available from the business office. The committee will distribute the demographic data to a variety of agents, carriers, and companies in order to collect multiple bids on plan policies. If there are more than three bids received, the CLEA insurance committee will select the top two for the union membership to vote on.

Section 2: The bids will be presented to the union membership through informational meetings, emails, or a combination of both.

Section 3: The union membership will have one (1) week to review the proposals before casting a vote. Voting will be done through an electronic ballot.

Section 4: Ballots will be counted by the insurance committee. A simple majority vote will constitute acceptance.

ARTICLE VIII Negotiations

Section 1: The executive board will meet with negotiators and approve the proposed contract before the general membership meeting.

Section 2: A general membership meeting will be held before a proposed contract is approved by the School Board.

Section 3: Voting will take place no less than three working days after the meeting described in Section 2 through an electronic ballot.

Section 4: A two-thirds or more approval of members voting on a contract will constitute acceptance.

Section 5: The Cass Lake Education Association shall go on strike when *seventy-five percent (75%)* or more of the bargaining unit membership indicate they wish to strike through an electronic ballot.

Section 6: Any Cass Lake Education Association member who does not actively participate in a strike may be reprimanded by the Cass Lake Education Association.

ARTICLE IX Rules of Procedure

“Robert’s Rules of Order”, revised, shall be the authority on all questions of procedure not specifically described in this constitution.

ARTICLE X
Funds

Section 1: All funds received by the treasurer of this association shall be deposited in the bank named by the Executive Board. All disbursements shall be paid by check.

Section 2: Executive Board appointed auditors will audit the treasurer's books annually. A stipend shall be paid in accordance with the bylaws.