

Vermont-NEA Leadership Handbook

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NOTE: Vermont-NEA bylaws, resolutions, locals, current dues and board directors, as well as updated copies of the state's labor laws can now be found online at:

www.vtnea.org/leadershipbook

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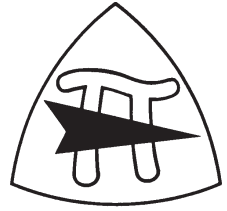
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Vermont-NEA

Our Purpose and Priorities

Purpose

Vermont-NEA wants all children to have an excellent education. Our purpose is to make sure our members have a satisfying work environment where they are acknowledged for the work they perform and where the work they perform helps students do their best.

Priorities

Student Achievement

All students have the opportunity to achieve the highest standards they can.

We support:

- Safe, secure, and civil learning and working environments for all students and school employees
- A system that recruits and retains highly qualified and diverse educators and enhances their skills
- Adequate and equitable public school funding
- School curricula, policies, and procedures developed with local Associations

Association Member Well-Being

All educators have high professional satisfaction and economic security.

We stand for:

- Excellent compensation, benefits, and working conditions for members
- Protection of the rights of educators
- High participation by members in NEA and Vermont-NEA programs and activities
- Responsiveness to changing needs of members

Active Membership

Members participate in the life of the Association.

We strive for:

- Continuing growth in the number of members
- Active, well-organized, self-sustaining local and state Associations
- Good communication between Vermont-NEA and its local Associations and members

Public Support

Parents, business, and the general public support public education.

We work for:

- Election of candidates for public office who share Association views on education, labor, and social issues
- Public recognition of Vermont-NEA as an advocate for excellent public schools and high student achievement
- Active and well-informed parents, communities and policy makers who support public schools
- Consistently positive media coverage about public schools, public school employees, and their Association

Membership Categories

Active Full Time

Active Half Time

Active 1/4 Time

ESP Tier 1 > 1700 hrs

ESP Tier 2 900-1700 hrs

ESP Tier 2 900-1700 hrs

ESP Tier 3 < 900 hrs

ESP 1/4 Time <900 hrs

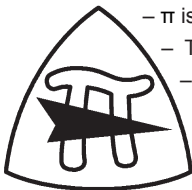
Reserve former Teacher

***Nonmembers in most locals are, since July 1, 2013 required to pay a fair share fee. This fee covers the costs of services the union must provide to all employees in a bargaining unit, regardless of union membership. Only ACTIVE and EDUCATION SUPPORT members have the right to vote and hold elective office or appointive position in the Association. Only ACTIVE and EDUCATION SUPPORT members are eligible to obtain Association professional and legal services or Association reports and publications. Services to other classes of membership are determined by the Vermont-NEA Board of Directors.**

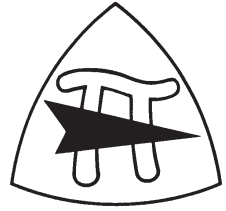
All Vermont-NEA members must also belong to the National Education Association and, if available, the local Association.

The Symbol of the United Education Profession

This symbol was adopted by NEA in 1966. The design symbolizes the forward thrust of education through a united profession.



- π is for παιδεία, the ancient Greek word for education.
- The arrow indicates forward direction for education.
- The spherical triangle represents the mutually supportive local, state and national education associations.



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Where to Call

To reach Vermont-NEA, call **1-800-649-6375** (or 223-6375 in the Montpelier calling area).
YOU CAN DIAL STAFF MEMBERS DIRECTLY NOW.

For assistance with general employment matters, contract negotiations, grievance handling, and local Association organizing, or for information about legal assistance, call your UniServ Director...

Norman Bartlett	Southern Vermont	224-2424 or home 387-2237
David Boulanger	Chittenden	224-2419
Stuart Russo-Savage	Central Vermont	224-2413
Suzanne Dirmaier	Northwestern Vermont	224-2406
Jerry Carruba	Northeast Kingdom	224-2407
Sean Leach	Addison-Rutland	224-2405
Robert Raskevitz	Upper Valley	224-2404

For legal assistance in job-related matters (Attorneys only take cases referred to them by a UniServ Director)...

Rebecca McBroom Legal Counsel	224-2422
Jeff Fannon, General Counsel	224-2414

For assistance with communications...

Darren Allen, Communications Director	224-2403
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For assistance with member benefits, insurance and retirement investments...

Mark Hage, Member Benefits Director	224-2420
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For assistance with professional development...

Julie Longchamp, Professional Programs Director	224-2421
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For assistance with organizing and political action...

Colin Robinson, Political Organizer	224-2418
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For assistance with organizing and membership recruitment...

Emma Mulvaney-Stanak, Organizer	224-2423
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For information about dues collection and membership records...

Jean Jarrett, Membership/Accounting	224-2412
Mary Graves, Business Manager	224-2410

To reach the Association President and Executive Director...

President: Martha Allen	224-2402
Executive Director: Joel D. Cook	224-2415

For general inquiries, contact a Vermont-NEA Administrative Assistant...

Ariel Bertenshaw 224-2401	Kristie Ferguson, Executive Assistant	224-2409
Sheree O. Parker 224-2411	Yolly Turner 224-2408	

For information about professional licenses...

Standards Board for Professional Educators	802-828-2444
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For information about teacher retirement...

State Teachers' Retirement System	802-828-2305
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toll free: 1-800-642-3191

CONTACT INFORMATION FOR OFFICERS AND BOARD DIRECTORS IS AVAILABLE ONLINE AT vtnea.org/leadershipbook.

Drop us a line - anytime!

<i>Darren Allen, Communications</i>	<i>dallen@vtnea.org</i>
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<i>Stuart Russo-Savage, Central Vermont</i>	<i>srsavage@vtnea.org</i>
<i>Yolly Turner, Administrative Assistant</i>	<i>rturner@vtnea.org</i>

Your Social Media Connections

The union continues to expand the ways you can stay in touch with your Association, your profession and your colleagues. Make sure you bookmark www.vtnea.org, where you'll find all of the latest news from the union.

Make sure you friend us on Facebook at facebook.com/vermontnea. We will often break news here first, and we welcome your comments, questions and thoughts on your page.

Continue the conversation on Twitter at twitter.com/vermontnea. News breaks here, and we welcome your feedback.

**vtnea.org
facebook.com/vermontnea
twitter.com/vermontnea**

Members-Only Benefits

Legal Representation

Professional liability insurance coverage of \$1 million automatically protects every member upon payment of dues. Our national Association's DuShane Fund provides legal and financial assistance to members who are involved in employment-related disputes. Two attorneys are on Vermont-NEA's professional staff to represent and defend Vermont-NEA members.

UniServ Program

This program provides direct staff assistance to local leaders and Associations. The UniServ Director in each of seven service areas across the state assists in all aspects of organizational development and contract negotiations, including representation at the bargaining table, fact finding, mediation, arbitration, and contract maintenance. Members have direct access to UniServ service and advice. Non-members do not.

Support to Locals

Vermont-NEA staff and resources support the work of local Associations as they negotiate contracts, train new leaders, manage crisis situations, and improve relations with the public. Only members get these Association services.

Professional Development

Conferences, workshops, and the annual Vermont-NEA Educators' Convention provide professional growth opportunities for all educators. Vermont-NEA's Director of Professional Programs coordinates "I Can Do It" training for new teachers, PRAXIS II test taking workshops for veteran teachers who are meeting new "Highly Qualified Teacher" standard, student NEA chapters at Vermont colleges, mentoring opportunities, and professional development for paraeducators. Members attend Vermont-NEA programs for a reduced fee. Non-members, if admitted, must pay.

Economic Services

Group buying power makes possible for members discounts on a host of financial products and services, from car rental and magazine discounts to

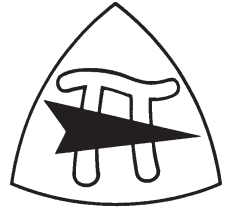
long-term disability coverage. The National Education Association's Member Benefits division screens, endorses and monitors providers of retirement, investment and insurance products.

Political Action

Vermont-NEA members throughout the state are involved in grass-roots political action to strengthen public education and support the rights of educators. They interview candidates and make recommendations for support. Dues dollars are never used for political action. Rather, members' voluntary contributions of time and money help elect friends of education.

Publications

As a member, you receive Vermont-NEA Today, NEA Today and our weekly electronic newsletter, @vtnea. Special publications are made available from time-to-time. Publications, including reading lists for kids, are always available at www.vtnea.org.



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Code of Ethics of the Education Profession

Adopted by the
NEA Representative Assembly, July 1975
Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive, and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

Principle I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator —

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any student.
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

Principle II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator —

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist entry into the profession of a person known to be unqualified in respect

to character, education, or other relevant attribute.

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.

5. Shall not assist a non-educator in the unauthorized practice of teaching.

6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

7. Shall not knowingly make false or malicious statements about a colleague.

8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Provisions for National Enforcement

National Education Association Constitution

ARTICLE VII, Section 2, a. The Review Board shall have original jurisdiction in the following cases:

1. Impeachment of an officer who is a member of the Executive Committee;

2. Alleged violations of the Code of Ethics of the Education Profession.

ARTICLE VII, Section 2, b. The Review Board shall have the following powers subject to the conditions as herein outlined:

1. To impeach an officer. The officer shall have the right to appeal to the Board of Directors;

2. To censure, suspend, or expel a member for violation of the Code of Ethics of the Education Profession...The member shall have the right to appeal to the Executive Committee on procedural grounds only.

3. To vacate censure, lift suspension, or reinstate a member.

ARTICLE VII, Section 4. The Review Board shall establish its rules of procedure with the approval of the Board of Directors. Due process must be guaranteed in all its proceedings.

Adherence to the Code

National Education Association Constitution

ARTICLE II, Section 2, b. Members engaged in teaching or in other educational work shall adhere to the Code of Ethics of the Education Profession.

ARTICLE IV, Section 6. Executive officers of the Association may be impeached for violation of the Code of Ethics of the Education Profession,....

ARTICLE VI, Section 4. Officers of the Association may be impeached for violation of the Code of Ethics of the Education Profession,....

ARTICLE VII, Section 5, a. Members of the Review Board may be impeached (by the Executive Committee) for violation of the Code of Ethics of the Education Profession,....

Vermont Educators' Code of Ethics

5500 Code of Professional Ethics and Rules of Professional Conduct for Vermont Educators

5510 Code of Professional Ethics

The essential qualities of the competent and caring educator include moral integrity, humane attitudes, reflective practice, and a sound understanding of academic content and pedagogy. The public vests educators with trust and responsibility for educating the children of Vermont. We believe that fulfilling this charge requires educators to demonstrate the highest standards of professional conduct.

We, as professional educators, respect the dignity and individuality of every human being. We are committed to, and model for our students, the lifelong pursuit of learning and academic excellence.

We are dedicated to effective scholarly practice, further enhanced by collaboration with colleagues and with those in the greater educational community. Furthermore, we are dedicated to compassionate service on behalf of our students and their families, and we advocate for them in the school and community settings.

We recognize and accept both the public trust and the magnitude of responsibility inherent in our profession. To this end, we put forth these rules of conduct as the foundation for professional practice for all Vermont educators to honor and follow.

5520 Rules of Professional Conduct

What follows is a statement of fundamental principles which all Vermont educators should follow, each of which is accompanied by an enumeration of examples of unprofessional conduct which could subject an educator to licensing action.

5521 Principle I. A professional educator abides by all federal, state and local laws and regulations. Unprofessional conduct includes all conduct listed in 16 V.S.A. § 1698(1).

5522 Principle II. A professional educator maintains a professional relationship with all students, both inside and outside the classroom, and makes reasonable efforts to protect students from conditions which are harmful to their health and safety. Unprofessional conduct includes, but is not limited to:

- a. Committing any act of child abuse, including physical and/or emotional abuse;
- b. Committing any act of cruelty to children, or any act of child en-

dangerment;

c. Committing any sexual act with, or soliciting any sexual act from, any minor, or any elementary or secondary student regardless of age;

d. Committing any act of harassment as defined by state or federal law or regulation;

e. Soliciting, encouraging or participating in a romantic or sexual relationship (whether written, verbal or physical) with a student, the educator knows or should know is a student, in the absence of countervailing facts;

f. Using patently offensive language including, but not limited to, improper sexual comments;

g. Taking patently offensive pictures (digital, photographic or video) of students;

h. Patently improper contact with any minor, or with any elementary or secondary student regardless of age, using any means including electronic media;

i. Furnishing alcohol or illegal or unauthorized drugs to any student, or allowing or encouraging a student to consume alcohol or illegal or unauthorized drugs.

5523 Principle III. A professional educator refrains during the course of professional practice from the use of alcohol or drugs not prescribed for the educator's use. Unprofessional conduct includes, but is not limited to:

a. Unlawful possession of a drug so as to evidence moral unfitness to practice as an educator;

b. Possessing, using or being under the influence of alcohol or drugs, not prescribed for the educator's use, when on school premises or at a school sponsored activity where students are present or may reasonably be expected to be present. (1698(1A)).

5524 Principle IV. A professional educator exemplifies honesty and integrity in the course of professional practice. Unprofessional conduct includes, but is not limited to:

a. Falsifying, fraudulently altering or deliberately misrepresenting professional qualifications, degrees, academic awards and/or related employment history, when applying for employment and/or licensure;

b. Failure to notify the state, at the time of application for licensure, of past criminal convictions, or of revocations or suspensions of a certificate or license by Vermont or any other jurisdiction;

c. Deliberately falsifying, deliberately misrepresenting, or deliberately omitting when requested, information regarding the evaluation of students and/or personnel;

d. Deliberately improper administration of state or federal mandated

standardized tests (including, without limitation, changing a student's test answers, copying or teaching identified test items, and reading a test to students without authorization);

e. Falsifying, or deliberately misrepresenting, information submitted to the Department of Education in the course of an official educational inquiry and/or investigation.

5525 Principle V. A professional educator entrusted with public funds and/or property honors that trust with a high level of honesty, accuracy and responsibility. Unprofessional conduct includes, but is not limited to:

a. Misusing, failure to account for, or unauthorized use of, public or school-related funds or property;

b. Using any school equipment for the purpose of gaining access to pornography.

5526 Principle VI. A professional educator maintains integrity with students, colleagues, parents, and others regarding gifts and other favors. Unprofessional conduct includes, but is not limited to:

a. Soliciting or accepting gifts or other favors for personal use or gain where there may be an actual or apparent conflict of interest.

5527 Principle VII. A professional educator complies with state and federal laws and regulations, relating to the confidentiality of student and employee records, unless disclosure is required or permitted by law. Unprofessional conduct includes, but is not limited to:

a. Sharing of confidential information concerning student academic or disciplinary records, health and medical information, family status and/or income, and assessment/testing results, with unauthorized individuals or entities;

b. Sharing of confidential information by an administrator about employees with unauthorized individuals or entities.

5528 Principle VIII. A professional educator fulfills all of his or her obligations to students. Unprofessional conduct includes, but is not limited to, the failure to provide appropriate supervision of students at school or school-sponsored activities, or the failure to ensure the safety and well-being of students.

5529 Principle IX. A professional educator complies with obligations to report alleged unprofessional conduct. Unprofessional conduct of an administrator includes, but is not limited to:

a. The failure of a superintendent who has reasonable cause to

believe an educator has engaged in unprofessional conduct to submit a written report to the commissioner;

b. The failure of a principal who submits to the commissioner a report of alleged unprofessional conduct to submit it to his or her superintendent as well.

5530 Principle X. A professional educator ensures just and equitable treatment for all members of the profession in the exercise of academic freedom, and in professional rights and responsibilities. Unprofessional conduct includes, but is not limited to:

a. Conduct that unreasonably impairs a colleague's ability to teach or perform his or her professional duties, including acts of harassment or interfering with the free participation of colleagues in professional associations;

b. Taking, sharing or disseminating inappropriate pictures (digital, photographic or video) of colleagues.

Application Notes.

1. 1. *The foregoing Code of Professional Ethics is adopted in accordance with 16 V.S.A. §1694(5).*

2. 2. *Nothing in these Rules can, or is intended to, vary the definition of "unprofessional conduct" which is contained in 16 V.S.A. § 1698. Rather, these Rules enumerate a non-exclusive list of conduct which, if proven in a particular case, might constitute unprofessional conduct.*

Vermont School Boards Association

Code of Ethics for School Board Members

A school board member has no legal powers or authority unless acting at a school board meeting or acting for the school board after it formally grants power to act on its behalf. A school board member should perform the duties of a school board member in a manner consistent with this Code of Ethics.

Board Governance

Attend all regularly scheduled board meetings, insofar as possible, and review study materials about the issues to be considered on each agenda.

Set goals for the school system and establish policies to direct its administration.

Maintain confidentiality of discussion conducted in executive session and of other privileged information.

Abide by board decisions regardless of how individuals voted.

Act only as a member of the board and do not assume authority as an individual in school matters when the board is not in session.

Be familiar with and observe Vermont education laws.

Listen to legal counsel and constructive criticism to protect the board and the school system from liability.

Board-Administrative Relations

Give school officials authority commensurate with their responsibility, work through the properly appointed school officials according to the school system's organization and policies, and support school officials in the performance of their duties.

Expect the superintendent to keep the board adequately informed through regular written or oral reports and hold the superintendent accountable through an annual job performance evaluation.

Refer complaints, requests, and concerns to the superintendent or other appropriate staff member.

Use the chain of command and avoid making commitments or promises that compromise the board, administration or the school system.

Listen to the recommendations of the superintendent and staff before making decisions and provide advice and counsel to the superintendent.

Recognize that a board member's responsibility is to see that schools are well run, but not to run them.

Board Member Relations

Retain independent judgment and refuse to surrender that judgment to individuals or special interest groups.

Voice opinions responsibly, maintain good relations with other board members, respect other board members' rights and opinions, and make no disparaging remarks, in or out of the board meeting, about other board members or school staff. Instead, express opinions in a professional, fair manner.

Accept the responsibility to secure facts before arriving at conclusions.

Expect more time to be spent on educational programs and procedures than on business details at board meetings.

Personnel Relations

Support employment of the best qualified people as school staff and insist on regular, impartial evaluation of all staff.

Hire no superintendent, principal or teacher already under contract with another school unless assurance is first secured from the proper authority that the

person can be released from contract.

Community Relations

Represent the entire community and vote for what seems best for the children and youth of the school system.

Interpret the attitudes, wishes and needs of the community to school staff and communicate the aims, methods and goals of the schools to the community.

Conflict of Interest

Refrain from using board membership for political, personal or business advancement.

Recognize conflicts of interest and avoid being placed in a position of conflict of interest in hiring, letting bids, approving contracts and other financial affairs of the school system.

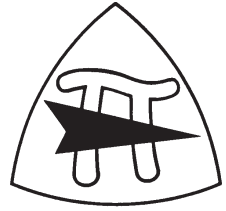
Board Preparation and Training

Be informed about educational issues by individual study and through participating in programs providing needed information, such as those sponsored by the Vermont and National School Boards Associations.

Take advantage of opportunities to improve your knowledge and to build your skills as locally elected members of school governing boards.

Associate with board members from other schools to discuss school problems and cooperate in the improvement of public school conditions.

Provide assistance to new school board members and make sure adequate orientation and training opportunities are offered to them.



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Members: Our most important public

The most important public for every local Association is its own membership. Association



members have a right to be both informed and consulted. If members are not included, they cannot be expected to respond to calls for action. Here is a checklist of tips for maintaining good relations with your most important public: Association members.

1. Association representatives are appointed or elected to deal personally with each member. Or in a very small local, the president makes it a point to speak often with each member.
2. Association meetings are worthwhile and widely announced well in advance.
3. There is a bulletin board or a specific part of a bulletin board designated for Association use in every school. Material on the Associa-

tion bulletin board is kept current.

4. The Association has a plan to welcome new staff members and to recognize the service of retiring Association members.
5. Home email addresses of members are current and easily accessible, especially when school is not in session.
6. An emergency telephone tree is in place to get a message to every member in a single evening.
7. A distribution system is in place for newsletters, flyers, and emergency bulletins.
8. The Association regularly prepares a newsletter for members.
9. The Association surveys the membership once a year to obtain a current picture of their training, graduate work, etc. Professional accomplishments of members are recognized and publicized.
10. The Association undertakes at least one major community relations project each year to improve the public's understanding of education, educators, and school support staff.
11. The Association surveys the membership to set negotiations priorities, and Association members are aware they helped shape the negotiations package.
12. A member of the negotiating team serves as editor of the negotiations newsletter.
13. Every Association member receives a negotiations newsletter on the morning after each bargaining session.
14. The Association's annual membership campaign is a priority. It is conceived early, conducted on a personal basis, and is not dependent upon brochures left in mailboxes.
15. **Social activities are an important part of the Association's annual program.**

Establish good community relations

The relationship that the Association establishes with the community may well determine the outcome of negotiations, the success or failure of the school budget, and the support teachers receive if the school board attempts to cut programs and staff. Even the success of the Association's own membership drive depends in part upon its relationship with the public. People want to belong to an involved, dynamic, do-something organization.

Here is a checklist of tips for establishing good relations with the public:

1. A committee to handle community relations efforts is in place and they know influential citizens, concerned parents, and persons interested in the school system.
2. The Association knows which members belong to local civic organizations and clubs and encourages this involvement.
3. The Association maintains a relationship with citizens through coffee hours, forums, school projects, a community newsletter, and/or participation in parent-teacher groups and advisory committees.
4. The Association undertakes community relations projects each year to maintain and improve the public's appreciation of schools and education. These are a few examples:

- Workshops for parents and townspeople
- A success card campaign
- Fund raisers for education causes
- Distribution of recommended reading lists
- An awards program for school supporters and volunteers
- A regular column about school activities and education in the local newspaper
- An American Education Week celebration
- A back-to-school program to bring townspeople into schools
- Teacher Appreciation Week and ESP Day projects

5. The Association spokesperson — usually the president — knows reporters' names, deadlines, phone numbers, and interest areas.
6. The Association promotes the experience, expertise, and accomplishments of its members.
7. The Association has appointed a "Response Team" to immediately answer, on behalf of the Association, critical or inaccurate news accounts, letters-to-the-editor, or other public messages.



Vermont News Media

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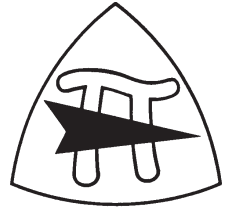
For more: vtnea.org/leadershipbook

Issuing a press release? Don't forget to include...

1. The name of your local Association
2. An address for the Association.
3. An Association contact person and phone number.
4. The date.
5. A headline with a verb.
6. NEWS in a brief message that tells Who-What-Where-When-Why.
7. An ending symbol: # # #

Tip: Email your release to a specific reporter you know is covering education..

Advice: Don't rely on snail mail or faxes anymore; and remember that you can always pick up the phone to talk directly to a reporter.



Negotiations

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Basic Contract Standards



Good collective bargaining agreements include the following contract provisions. Consult with your Vermont-NEAUniServ Director for more information.

1. Grievance procedure that terminates with final and binding arbitration.
2. Acknowledgment of Arbitration language.
3. All discipline -- including reprimands, suspension, dismissal, nonrenewal and evaluation -- subject to due process and just cause through final and binding arbitration.
4. Contractually defined procedures that provide for a published seniority list and layoff and recall based only on licensure and seniority of bargaining

unit members.

5. Employer-paid fringe benefits that provide bargaining unit members and their families with health, life, and dental insurance.
6. Required posting of all vacant or newly created positions, along with bidding rights based upon seniority and licensure where licensure is applicable.
7. Preparation and planning time for all members of the bargaining unit.
8. Enforceable class size and teaching load maximums for teachers.
9. Duty-free lunch periods for all members of the bargaining unit.
10. Long term disability insurance for long-term illnesses and disabilities, including reference to returning to the same occupation and no discrimination for mental illness.
11. Nondiscriminatory treatment of bargaining unit members without regard to their sex, sexual orientation, race, creed, religion, color, residence, physical characteristics, handicap, age, marital status, or grade/subject taught.
12. An agency fee provision that requires employees not in the union to pay their fair share of the cost of representation and which requires the Employer to provide information the union needs to collect these payments.
13. Contractually defined evaluation procedures with grievance rights.
14. Any school employee disabled by pregnancy entitled to all contract benefits available to school employees for other causes and illnesses, in addition to rights under Family Leave statutes.
15. Parental/child rearing leave for males or females to provide care for natural or adopted children.
16. Release time for Association business with full pay and fringe benefits.
17. Contractually defined procedures for ensuring school employee decision making in curriculum design and related instructional areas as well as instructional management and reporting systems.
18. Salary schedules based upon preparation, professional growth, and length of service.
19. All extra curricular and extra duty assignments filled on a voluntary basis with provision for adequate compensation for school employees who accept such assignments.
20. The recognized professional bargaining unit to include continuing education teachers, part-time teachers, school nurses, school social workers, librarians, school psychologists, counselors, department heads, vocational education teachers, teachers of extracurricular activities, therapists, and other professional special education personnel, as well as regular classroom teachers and all other non-supervisory school employees of the district.
The recognized support staff bargaining unit to include all eligible paraprofessionals, school support personnel, secretaries, custodians, bus drivers, and kitchen staff.
21. A provision for fair and equitable treatment of all bargaining unit members.
22. Placement of newly appointed faculty on step according to their teaching experience, with full credit on salary scale for previous experience.
23. Paid training opportunities for support staff; tuition reimbursement for job-related course work for teachers.

24. Tax-deferred 403 (b) retirement plans with a matching employer contribution to each employee's 403 (b) plan.

Collective bargaining agreements should define the salaries, hours, and other terms and conditions of employment of educational employees. Agreements should not include provisions such as these which restrict or demean the dignity of school employees:

1. A so-called "penalty" or liquidated damage clause that deprives a school employee of employment mobility or compensation earned for services provided.
2. Merit pay or any other compensation plan which substitutes preferential, subjectively granted, or politically vulnerable schemes for objective salary schedules.
3. Imposed peer evaluation or involvement in decisions over retention, discipline, etc. of colleagues which are not developed through collective bargaining.
4. Subcontracting language that might permit the employer to eliminate bargaining unit positions.

Communications Checklist for Negotiators

1. **The Association's bargaining history is filed and easily accessible.**
2. **The Association participates in the Regional Bargaining Council.**
3. **The Association builds camaraderie among members. Seeing to it that no member feels excluded is an Association priority.**
4. **The makeup of the bargaining unit is fairly represented by the negotiating team (elementary, high school, vocational, special areas, support personnel).**
5. **Every Association member is consulted by the negotiating team -- through surveys, small meetings, or personal interviews -- as the Association package is prepared.**
6. **A distribution system is in place for newsletters and important bulletins.**
7. **The negotiating team delivers a negotiations newsletter to members the morning after every negotiating session, even if there is little substance to report. The team understands that it is good for members to know that their representatives are working; even information about when the parties met, where, how long, and who attended conveys the "we're at work for you" message.**
8. **Educating members about the value of certain contract provisions is a negotiating team priority.**
9. **The Association president and chief negotiator have conferred and decided who will speak publicly for the Association if negotiations become news, and Association members understand they must refer all media inquiries to the Association spokesperson.**
10. **The Association is prepared to contact every member by telephone in a single evening.**
11. **Association members never learn for the first time about critical negotiations events from the public media or administrators.**
12. **The Association has not agreed to a "no public statement" ground rule, especially after impasse.**
13. **A Community Relations program is ongoing. PR projects do not get dusted off every few years when bargaining gets tough.**

Sample By-Laws: An Introduction

Overview

The following sample constitution and by-laws are offered as an example of how a local association can structure its governance documents. Included are a number of optional sections. If a section is not noted as “optional,” it is required. Please note that any optional or required sections can and must be modified as necessary to meet your local association’s needs. We strongly encourage you to consider adopting optional sections within the both sample documents given successful use of these items by local associations throughout the state. For example, collecting local dues and creating a stipend system for elected officers helps to recruit members to run for office and follow through on their job duties. Moreover, local dues also help associations have resources to cover the expense of mediation, fact-findings and arbitrations, among other things.

There are two templates offered – a large Association (with more than 100 members and multiple job sites/schools) and a small Association (less than 100 members and either one job site/school or small schools). The two templates are designed to help you build a governance structure that can work for the size of your membership.

What is the difference between constitutions and by-laws?

In general, a constitution should state the organization’s purpose and general structure - “the skeleton”. It will be shorter than the by-laws and amended far less frequently as the by-laws because it provides a basic overview of the organization. By-laws, on the other hand, define in detail how the association should function and how the leadership should conduct association business – the “operations manual”. This document, because it governs how your association operates on a daily and yearly basis, should be updated more frequently than the constitution.

Master agreements and governance documents

Not surprisingly, you will find language in your collective bargaining agreement that covers similar topics outlined in your by-laws. The language in both should be match as much as possible. For example, “continuous membership” is a topic that should be defined in your by-laws, but it is also referenced frequently in collective bargaining agreements. Again, you want the language governing this matter and others to be consistent in both documents.

How often should our constitution and by-laws be updated?

Vermont-NEA strongly encourages you to review your by-laws at least every three years to make sure the current copy accurately reflects your association’s operation. It is also important that every association leader be given a copy of the by-laws. Finally, under the Vermont-NEA UniServ Director Policy and as stated

in most local by-laws, a current copy of your constitution and by-laws should be sent to the executive administrative assistant at Vermont-NEA.

For more information or assistance in updating your constitution and/or by-laws, please contact your UniServ Director or Vermont-NEA Organizer.

Why should you update your constitution and/or by-laws?

Most local associations do not realize the need to update their constitution and/or by-laws until there is a crisis. Legally, your association can be challenged for conducting meetings or association business outside of the process outlined in either of these documents. For example, a member or non-member can challenge an Association for not holding membership meetings as outlined in the by-laws.

Two stories of caution from the field:

#1 In a local association, most leaders could not locate a copy of the by-laws to determine the proper schedule for elections and duties/responsibilities for officers. As a result, the association had been ignoring term limits and the proper election schedule for over 10 years. Since no one had a copy of the by-laws it became difficult to guide the association back to the intent of the by-laws and unnecessary conflict surmounted as a result of the confusion between new and old leaders.

#2 In some associations, local leaders do not follow the ratification process for the master agreement as outlined in the by-laws. A disgruntled member could challenge an element of the master agreement and could sue the association for not following the bylaws for ratifying the new agreement. It is likely that a judge would rule against the association for not following the by-laws.

Essential Points for All Constitutions and By-laws

Constitution and Articles of Association – “The Skeleton”

1. Title. Entitle this document “Constitution and Articles of Association” to satisfy IRS regulations/

2. Membership. Define who is eligible for membership (who and what bargaining units) and note automatic membership with Vermont-NEA and NEA when joining the local Association

3. Officers and Appointed Positions. Define officers (ex: teacher and/or ESP seats, at-large seats, building-based seats), terms of officers, and appointed po-

sitions (ex: chief negotiator). Define terms of elected positions. Define appointed positions.

4.Affiliation. Note affiliation with Vermont-NEA & NEA and reference the Vermont-NEA/NEA by-laws/rules and ethics so that these rules also apply to your members. We recommend using the template's exact language for this section.

5.Fiscal Year. Define fiscal year 9/1 - 8/31 to satisfy IRS regulations.

6.Powers. Include section on "powers" of organization to satisfy IRS regulations. We recommend using the template's exact language for this section.

7.Amendments. Define how to make amendments – make this as simple a process as possible.

By-laws – “The Operating Manual”

1.Membership. Include clause on continuous membership (members are required to join every year unless notify Association otherwise – this eliminates need to have members initial roster every year) & how to cancel membership (in writing by a certain date to an officer). Also explain how to expel members if necessary and under what circumstances.

2.Dues. Note how dues are set (process and voting process).

3.Duties of Officers and Appointed Positions. Use this as an area to write major responsibilities and any rules for those positions, including noting if stipends are available.

4.Executive Committee. Define who is on executive committee and what that body's role is for the Association.

5.Committees. Define role and composition of other committees & roles of committees (ex: grievance and negotiations). Pay special attention to arbitration language when defining the duties and process for the grievance committee.

6.Contract Ratification & Strike Vote. Explain contract ratification & strike vote procedure. We recommend no absentee ballots be allowed. It is important for members to vote in-person.

7.Elections and Vacancies. Define elections & process for elections. We recommend you specifically not allow an individual to hold more than one elected position to avoid burn-out and concentration of power.

8.Meetings. Define number of minimum meetings and role/purpose of meetings (in more detail than constitution):

- Executive Committee meet – number and purpose of meetings.
- General membership meetings – number and purpose of meetings (one should be annual meeting for elections/budget and dues setting).
- How meetings get called.

9.Quorum. Define Quorum.

9.Authority. Include how you run meetings and make decisions (ex: Roberts Rules).

10.Dissolution: Define how the organization can be dissolved and under what circumstances. We recommend using the template’s exact language for this section.

11.Amendments. Define how to make amendments – make this as simple a process as possible.

Date & sign both documents for record purposes and send a copy to Vermont-NEA!

Questions? Contact Emma Mulvaney-Stanak, Organizer at Vermont-NEA at emstanak@vtnea.org.

Sample Constitution and By-laws for Small Associations

NOTE: This template is designed for small Associations with less than 100 members or in one school.

Constitution

_____ (NAME) _____ EDUCATION ASSOCIATION

Constitution and Articles of Association

Article I - Name

The name of this Association shall be the _____ (hereinafter referred to as the Association).

Article II – Purposes

Sec. 1 – To unify and strengthen the educational workforce and to secure and maintain the salaries, benefits and working conditions necessary to support educators in their chosen work.

Sec. 2 – To develop and promote the adoption of ethical practices, personnel policies, and standards of preparation and participation that strengthen the teaching profession and the work of support staff professionals.

Sec. 3 – To enable members to speak with a common voice on matters pertaining to their work and to present their individual and common interests.

Sec. 4 – To provide a local professional organization as an avenue to affiliation with Vermont-NEA and NEA, and to raise local funds to support the work of this organization.

Sec. 5 – To work with the community for the welfare of students, the advancement of education, and the improvement of instructional opportunities for all.

Sec. 6 – To hold property (such as computers) and funds for the attainment of these purposes.

Article III – Membership

Sec. 1 -- Active membership in the Association shall be open to all teachers employed in _____ whose positions are covered in the recognition clause of the Association's collective bargaining agreement(s), and who agree to abide by the Vermont Agency of Education Code of Ethics of the Education Profession; and shall be open to all education support professionals (ESP) employed in _____ whose positions are covered in the recognition clause of the Association's collective bargaining agreement(s).

Sec. 2 -- Active members of the Association shall also be members of the Vermont-NEA and the National Education Association (NEA). Membership shall comply with the NEA requirements.

Article IV - Officers and Appointed Positions

Sec. 1 – Elected Officers. The elected officers of this Association shall be President, Vice-President, Secretary, and Treasurer. The Association will attempt, when possible and practical, to elect one officer from every building (or grade level if Assoc in same building or proportional teacher and ESP representation in leadership) to maintain diversity in leadership.

Sec. 2 – The term of office of all elected positions shall be two years. Officers on the Executive Committee shall not serve for more than two successive terms in the same position. The terms of officers shall rotate to allow transition time among officers and to avoid a whole new slate of leaders assuming office in the same year. The President and Secretary shall be elected on odd years and the Vice President and Treasurer shall be elected on even years.

Sec. 3 – Positions that can be filled by appointment by the Executive Committee, after their openings have been made public to Association members are the following: Chief Negotiator(s), Grievance Chairperson, and any other member(s) that the Executive Committee deems appropriate. Members shall nominate individual members for Grievance Committee and Negotiation Committees prior to the annual meeting. The Executive Committee shall confirm these positions at the annual meeting. (See By-Laws Article V – Committees)

Article V – Affiliation

The Association shall affiliate with the Vermont-NEA and the National Education Association, under each respective organization's rules. The Association shall forward an Officer Report Form with the officers' appropriate information to the Vermont-NEA immediately following their election.

Article VI – Fiscal Year

Sec. 1 – The Association fiscal year will be from September 1st until August 31st.

Article VII – Powers

The Association shall have all the powers necessary to provide activities to conduct its purposes including, but are not limited to, the power to collect, hold and disseminate information consistent with its purpose, and the power to collect dues and disperse funds for the membership.

Article VIII - Amendments

The membership may adopt amendments to this constitution by a simple majority of those voting at any regular meeting, provided that amendments have been introduced two weeks prior to said meeting of the Association. If amended, a copy of the newly adopted constitution will be sent to the Vermont-NEA office, c/o the executive administrative assistant.

Bylaws

Article I – Membership

Sec. 1 – Active members of the Association shall also be members of the Vermont-NEA and the National Education Association (NEA).

Sec. 2 - Any employee who elects to join the Association may sign and deliver to Central Office assignment membership form authorizing payroll deductions in substantially equal installments for dues. Such membership dues authorization shall continue in effect from year to year (continuous membership) unless membership is revoked, in writing, to the head of membership or President of the Association, between June 1 and June 15 of any year. Revoking membership between June 1 and June 15 will apply to membership for the following school year.

Sec. 3 - If a member fails to notify the Association by June 15 to cancel his/her membership or decides to end membership mid-year, remaining dues will be deducted and the employee will be consider a member for the remainder of the current school year and the following school year. If the member wishes to cancel his/her membership, they must follow the cancelation process noted in Section 2.

If an employee who has indicated they will be a member by signing the membership form, fails to authorize dues to be deducted from his/her paychecks or by check, he/she will be obligated to pay full dues for the current school year and will be considered a member until the member correctly notifies the Association to cancel membership (Section 2).

Sec. 4 -- A member who wishes to end his/her membership shall also notify the Superintendent to end his/her authorization for payroll deductions.

Sec. 5 – Members may be expelled by conditions outlined within the Vermont-NEA, and NEA bylaws.

Sec. 6 – All active members have the right to vote, to hold executive office, or to hold an appointive position within the Association. All active members are eligible to obtain assistance in the protection of their professional and civil rights, and to receive reports and publications of the Association.

Article II – Dues

Sec. 1 – Membership dues include dues set by the National Education Association (NEA), Vermont-NEA, and Local Association. Dues for the NEA and Vermont-NEA are determined by the National Representative Assembly and Vermont-NEA Representative Assembly.

Sec. 2 – The budget for the ensuing year, including local dues, shall be adopted by the membership at the annual meeting.

Sec. 3 – Association dues are collected through dues deductions or, when necessary, by direct payment to the Treasurer.

Sec. 4 – The Association may collect other assessments as necessary.

Article III – Duties of Officers and Appointed Positions

Sec. 1 – President – The President shall preside over meetings of the Executive Committee, appoint the chairpersons and members of standing committees, and appoint special committees, with the advice and consent of the Executive Committee. He/she shall also be an ex officio member of all standing committees and shall be the executive officer of the Association. The President, either personally or through delegates, shall represent the Association before the public and at Vermont-NEA regional or state events, and shall perform all other functions attributed to this office.

Sec. 2 – Vice President – The Vice President shall perform the functions usually attributed to the office. The Vice President shall work closely with one or more committees as the President may suggest. He/she shall become President pro tempore when the presidency becomes vacant between elections until a new president can be elected.

Sec. 3 – Secretary – The Secretary shall keep accurate minutes of all meetings

of the Executive Committee, maintain official files and assist the President with Association correspondence.

Sec. 4 – Treasurer – The Treasurer shall hold the funds of the Association and disburse them upon authorization by the Executive Committee. He/she shall be responsible for overseeing transmission of dues to Vermont-NEA and assist the Executive Committee in the initial drafting of the annual budget. He/she shall also keep accurate accounts of receipts and disbursements, report each meeting of the membership and prepare an annual financial statement for publication to members as directed by the Executive Committee. He/she shall keep the President and Executive Committee informed of the financial condition of the Association. He/she may be bonded by the Association.

Sec. 5 – Chief Negotiator – The Chief Negotiator shall preside over the Negotiations Committee (see Article 5, Sec. 2), oversee preparation and implementation of bargaining proposals, and represent the association at Vermont-NEA regional bargaining council meetings.

Sec. 6 -- Grievance Committee Chair – The Grievance Committee Chair shall preside over the Grievance Committee (see Article 5, Sec. 2), oversee the processing of grievances in accordance with the master agreement and maintain accurate records of individual grievances.

OPTIONAL - Sec. 7– Stipends. The Association President shall receive a stipend equal to the amount of full Association dues. During a negotiations year, the Chief Negotiator of the Association shall receive a stipend equal to the full amount of Association dues. The Association Vice-President, Secretary and Treasurer shall each receive a stipend equal to half of the amount of Association dues. The Grievance Chairperson shall receive a stipend equal to the full amount of Association dues.

Article IV – Executive Committee

Sec. 1 – The Executive Committee shall consist of the officers and the following appointed positions: Chief Negotiator (ESP and Teacher) and Grievance Chairperson. It shall be the executive authority of the Association.

Sec. 2 – The Executive Committee shall be responsible for the management of the Association, including actions of the President, approve all expenditures over \$100, report its transactions to the members and suggest policies for consideration by the membership. The President is authorized to spend up to \$100 without Executive Committee approval.

Sec. 3 – The Executive Committee shall provide direction for the standing committees and assign specific tasks for them to perform. If the Committee feels that a member on any committee is ineffective or not carrying out his/her duties, it may, by majority vote, remove him/her. New committee members shall be appointed by the Executive Committee.

Sec. 4 – The Executive Committee shall represent the Association in commu-

nications with governing and appropriating bodies of the school system(s). The committee may delegate its power to communicate to other representatives, in consultation with the Executive Committee.

Sec. 5 – Whenever a majority of the Executive Committee agrees that an officer has been grossly negligent in his/her duties, or resigns, or is incapacitated, they shall recommend to the membership that the office be declared vacant. If the membership so votes by a simple majority, it shall immediately elect a replacement to fill the unexpired term.

Article V –Committees

Sec. 1 – Structure:

- A. There shall be at least the standing committees listed below.
- B. Each committee shall meet at the call of the chair and choose a secretary to keep a permanent record of activities.

Sec. 2 – The Negotiations Committee or representatives to a larger Negotiations Committee formed with other local Associations in the Supervisory Union shall be nominated by the membership and confirmed by the Executive Committee at the annual meeting prior to the commencement of bargaining. The Committee (or representatives) shall advise the Executive Committee of preparations for and progress during bargaining and all related matters.

- A. A representative from each bargaining unit (staff unit and teacher unit) will serve on each active negotiations committee in order to build unity and continuity between different unit contract negotiations.
- B. The Negotiations Committee explores and prepares proposals as necessary in all areas related to teacher and staff welfare. The committee represents the Association before the School Board(s) for the purpose of negotiating proposals.
- C. The Negotiations Committee shall solicit input from the membership prior to the start of negotiations.

Sec. 3 – The Grievance Committee nominated by the membership and confirmed by the Executive Committee at the annual meeting. Grievance committee members, including the chair, shall serve two-year terms and be elected in odd years. At least one of the three committee members shall be a teacher and one be a ESP member.

A. The Grievance Committee shall hear any complaint by any employee covered by the Association that claims that there has been a violation, misinterpretation, misapplication or inequitable application of any of the provisions of the terms of the collective bargaining agreement. The Committee members shall instruct any employee bringing a complaint to a standing member of the Grievance Committee to indicate what language from the collective bargaining agreement that is being grieved. This committee shall assist the grievant with the processing of the

grievance.

B. Before a grievance is filed on behalf of the Association or by the Association, the President must be notified.

C. To the extent permissible, considering matters of confidentiality, the Grievance Chairperson shall advise the Executive Committee of the status of all grievances filed on behalf of the Association and related matters.

D. The Executive Committee must approve a grievance before it goes to arbitration after consultation with Vermont-NEA.

Sec. 4 – Special Committees – Each year the President may appoint special committees and shall discharge them on completion of their duties. These committees shall operate according to the rules approved by the Executive Committee.

Article VI – Contract Ratification and Strike Vote Procedure

Sec. 1 – The Executive Committee shall keep the membership informed on bargaining.

Sec. 2 – No strike shall be authorized except by a majority vote of the affected Unit membership present and voting, at a meeting called especially for such purpose. Voting will be by written ballot. No absentee ballots will be allowed.

Sec. 3 – The ratification of a new collective bargaining agreement shall be by a majority vote of the members of the affected Association Unit(s) present and voting, at a meeting called especially for such purpose. Voting will be by written ballot. No absentee ballots will be allowed.

Sec. 4 – No contract ratification shall be voted upon until the complete settlement package proposed for acceptance or rejection by the bargaining unit(s) team(s) has been presented to the affected bargaining unit(s) membership at the meeting as specified in Section 3 above. Voting shall take place only upon conclusion of such presentation.

Article VII – Elections

Sec. 1 – The election of Officers shall be conducted in accordance with the following procedures:

A. A person may not be a simultaneous hold more than one officer position.

B. All voting shall be by ballot. No absentee ballots will be allowed.

C. The nomination of candidates shall be taken at the time of the meeting at which the voting will take place.

D. In the event there are more than two (2) candidates for any office, then

there shall be a primary election. The two (2) candidates with the highest number of votes for each office shall then be placed on the final ballot unless a candidate in the primary election receives a majority of the votes of members present and voting; in which case, the candidate shall be declared elected, and there will be no further elections held for that office.

Sec. 2 – The Executive Committee shall determine the slate of Vermont-NEA delegate(s) to the Vermont-NEA Representative Assembly.

Sec. 3 -- Elections shall take place at the annual meeting. Officers shall take office July 1.

Sec. 4 – In the case of a vacancy in an officer position, the Executive Committee shall appoint a temporary replacement by majority vote of the Committee. An election will be held at the next annual meeting if the vacancy happens mid-term.

Article VIII – Meetings

Sec. 1 – Executive Committee Meetings – The Executive Committee shall meet monthly (during the school year) at the call of the president. Special meetings may be called by the president or at the request of three (3) members of the Committee.

Sec. 2 – General Membership Meetings – The Executive Committee shall arrange at least three (3) meetings of the members each year. One of these shall be the Association’s annual meeting, to be held in May or June.

Sec 3 – Meetings – Executive Committee meetings and General Membership meetings shall be open to any Association member and minutes of meetings shall be made available to all members.

Sec. 4 – Fifteen percent (15%) of the membership may submit a written petition to the Executive Committee calling for a general membership meeting, which must be convened at the earliest available date.

Article IX – Quorum

Section 1 – A majority of their members shall be a quorum for Executive Committees and committees.

Section 2 – A quorum for a general meeting shall be a majority of the members present.

Article X – Authority

The Executive Committee may determine if a general membership meeting should follow Roberts Rules of Order, Revised shall be the parliamentary authority for the Association or if a more informal facilitation method is appropriate. Association meetings shall be orderly and civil.

Article XI – Dissolution

The membership may dissolve this Association by following all necessary laws and regulations, including but not limited to Vermont-NEA bylaws, state law, and Vermont Labor Relations Board regulations. Dissolution may be necessary due to merging with another Association or reorganization due to employer reconfiguration. Dissolution also may be necessary to school closure, employer dissolution, or decertification of the bargaining unit. Upon dissolution, the Association shall notify Vermont-NEA and deliver all paperwork and records to Vermont-NEA for storage.

Article XI – Amendments

The membership may adopt amendments to these by-laws by a simple majority of those voting at any regular meeting, provided that amendments have been introduced two weeks prior to said meeting of the Association. If amended, a copy of the newly adopted constitution will be sent to the Vermont-NEA office, c/o the executive administrative assistant.

(name) _____
Adopted (date) _____

Sample Constitution and By-laws for Small Associations

NOTE: This template is designed for merged ESP and teacher Associations with multiple buildings. Please see the “small Association template” if your Association is only one building and/or one bargaining unit.

Constitution

_____ EDUCATION ASSOCIATION

Constitution and Articles of Association

Article I - Name

The name of this Association shall be the _____ Education Association (hereinafter referred to as the Association).

Article II – Purposes

Sec. 1 – To unify and strengthen the educational workforce and to secure and maintain the salaries, benefits and working conditions necessary to support educators in their chosen work.

Sec. 2 – To develop and promote the adoption of ethical practices, personnel policies, and standards of preparation and participation that strengthen the teaching profession and the work of support staff professionals.

Sec. 3 – To enable members to speak with a common voice on matters pertaining to their work and to present their individual and common interests.

Sec. 4 – To provide a local professional organization as an avenue to affiliation with Vermont-NEA and NEA, and to raise local funds to support the work of this organization.

Sec. 5 – To work with the community for the welfare of students, the advancement of education, and the improvement of instructional opportunities for all.

Sec. 6 – To hold property (such as computers) and funds for the attainment of these purposes.

Article III – Membership

Sec. 1 -- Active membership in the Association shall be open to all teachers employed in _____ whose positions are covered in the recognition clause of the Association's collective bargaining agreement(s), and who agree to abide by the Vermont Agency of Education Code of Ethics of the Education Profession; and shall be open to all education support professionals (ESP) employed in _____ whose positions are covered in the recognition clause of the Association's collective bargaining agreement(s).

Sec. 2 -- Active members of the Association shall also be members of the Vermont-NEA and the National Education Association.

Article IV - Officers and Appointed Positions

Sec. 1 – Elected Officers. The elected officers of this Association shall be President, two Vice-Presidents (one seat filled by a teacher member and one seat filled by a ESP member), Secretary, Treasurer, and Building Representatives (BR's). BR's shall be elected based on a ratio of one (1) per every fifteen (15) members in each bargaining unit and/or building. [OPTIONAL – You can also have two VPs, one assigned from the elementary level and one from the middle/high school level to insure grade level diversity.]

Sec. 2 – The term of office of all elected positions shall be two years. Officers on the Executive Committee shall not serve for more than two successive terms in the same position. [OPTIONAL – Consider rotating positions of some officer positions to allow transition time among officers and to avoid a whole new slate

of leaders assuming office in the same year.]

Sec. 3 – Positions that shall be filled by appointment by the Executive Committee, after their openings have been made public to Association members are the following: Chief Negotiator(s), Grievance Chairperson and any other committee members that the Executive Committee deems appropriate. Bargaining units in each building shall nominate members for Grievance Committee and Negotiation Committees prior to the annual meeting. The Executive Committee shall confirm these positions at the annual meeting. (See By-Laws Article V – Committees)

Article V – Affiliation

The Association shall affiliate with the Vermont-NEA under its rules and the National Education Association under its rules.

Article VI – Fiscal Year

Sec. 1 – The Association fiscal year will be from September 1st until August 31st.

Article VII – Powers

The Association shall have all the powers necessary to provide activities to conduct its purposes including, but are not limited to, the power to collect, hold and disseminate information consistent with its purpose, and the power to collect dues and disperse funds for the membership.

Article VII - Amendments

The membership may adopt amendments to this constitution by a simple majority of those voting at any regular meeting, provided that amendments have been introduced two weeks prior to said meeting of the Association. If amended, a copy of the newly adopted constitution will be sent to the Vermont-NEA office, c/o the executive administrative assistant.

Bylaws

Article I – Membership

Sec. 1 - Any employee who elects to join the Association may sign and deliver to the Central Office or local Association Treasurer, a membership form authorizing payroll deductions in substantially equal installments for dues. Such membership dues authorization shall continue in effect from year to year (continuous membership).

Sec 2 – If a member wishes to cancel membership, he/she must do so in writing to the Treasurer or President of the Association, between June 1 and June 15 of any year. Revoking membership between June 1 and June 15 will apply to membership for the following school year. A member who wishes to end his/her

membership shall also notify the Superintendent/Central Office to end his/her authorization for payroll deductions.

Sec. 3 - If a member fails to notify the Association by June 15 to cancel his/her membership or decides to end membership mid-year, remaining dues will be deducted and the employee will be consider a member for the remainder of the current school year and the following school year. If the member wishes to cancel his/her membership, they must follow the cancelation process noted in Section 2. If an employee who has indicated they will be a member by signing the membership form, fails to authorize dues to be deducted from his/her paychecks or by check, he/she will be obligated to pay full dues for the current school year and will be considered a member until the member correctly notifies the Association to cancel membership (Section 2).

Sec. 4 -- A member who wishes to end his/her membership shall also notify the Superintendent to end his/her authorization for payroll deductions.

Sec. 5 – Members may be expelled by conditions outlined within the Vermont-NEA bylaws.

Sec. 6 – All active members have the right to vote, to hold executive office, or to hold an appointive position within the Association. All active members are eligible to obtain assistance in the protection of their professional and civil rights, and to receive reports and publications of the Association.

Article II – Dues

Sec. 1 – Membership dues include dues set by the National Education Association (NEA), Vermont-NEA, and Local Association. Dues for the NEA and Vermont-NEA are determined by the National Representative Assembly and Vermont-NEA Representative Assembly.

Sec. 2 – The budget for the ensuing year, including local dues, shall be adopted by the membership at the annual meeting.

Sec. 3 – Association dues are collected through dues deductions or, when necessary, by direct payment to the Treasurer.

Sec. 4 – The Association may collect other assessments as necessary.

Article III – Duties of Officers and Appointed Positions

Sec. 1 – President – The President shall preside over meetings of the Executive Committee, appoint the chairpersons and members of standing committees, and appoint special committees, with the advice and consent of the Executive Committee. He/she shall also be an ex officio member of all standing committees and shall be the executive officer of the Association. The President, either personally or through delegates, shall represent the Association before the public and at Vermont-NEA regional or state events, and shall perform all other functions attributed to this office.

Sec. 2 – Co-Vice Presidents – The Vice Presidents shall perform the functions usually attributed to the office. One vice-president shall be a teacher and the other shall be an ESP. They shall work closely with one or more committees as the President may suggest. They shall become co-presidents pro tempore when the presidency becomes vacant between elections until a new president can be elected. [NOTE: This section would also be the place to add language for succession planning, such as having the Vice-President be the President-elect. Also consider having one Vice-President represent elementary level and the other middle/high school if applicable to insure balanced representation within grade levels.]

Sec. 3 – Secretary – The Secretary shall keep accurate minutes of all meetings of the Executive Committee, maintain official files and assist the President with Association correspondence.

Sec. 4 – Treasurer – The Treasurer shall hold the funds of the Association and disburse them upon authorization by the Executive Committee. He/she shall be responsible for overseeing transmission of dues to Vermont-NEA and assist the Executive Committee in the initial drafting of the annual budget. He/she shall also keep accurate accounts of receipts and disbursements, report each meeting of the membership and prepare an annual financial statement for publication to members as directed by the Executive Committee. He/she shall keep the President and Executive Committee informed of the financial condition of the Association. He/she may be bonded by the Association.

Sec. 5 – Chief Negotiator – The Chief Negotiator shall preside over the Negotiations Committee (see Article 5, Sec. 2), oversee preparation and implementation of bargaining proposals, and represent the association at Vermont-NEA regional bargaining council meetings.

Sec. 6 -- Grievance Committee Chair – The Grievance Committee Chair shall preside over the Grievance Committee (see Article 5, Sec. 2), oversee the processing of grievances in accordance with the master agreement and maintain accurate records of individual grievances.

Sec. 7 - Building Representatives – Building Representatives shall represent the Association on a building-level, assist individual members with questions relating to the master agreement, complete the first step of the grievance procedure as outlined by the master agreement, represent members in disciplinary meetings with administrators, and assist the Association with membership recruitment, engagement and general communication to members.

[OPTIONAL] Sec. 8– Stipends. The Association President shall receive a stipend equal to the amount of full Association dues. During a negotiations year, the Chief Negotiator of the Association shall receive a stipend equal to the full amount of Association dues. The Association Vice-President shall receive a stipend equal to half of the amount of Association dues. The Grievance Chairperson shall receive a stipend equal to the full amount of Association dues. [NOTE: Any position can be paid a stipend as determined by the Association.]

Article IV – Executive Committee

Sec. 1 – The Executive Committee shall consist of the officers and the following appointed positions [_____ (you fill in here), we recommend Chief Negotiator, Grievance Chairperson]. It shall be the executive authority of the Association.

Sec. 2 – The Executive Committee shall be responsible for the management of the Association, including actions of the President, approve all expenditures over \$100, report its transactions to the members and suggest policies for consideration by the membership. The President is authorized to spend up to \$100 without Executive Committee approval.

Sec. 3 – The Executive Committee shall provide direction for the standing committees and assign specific tasks for them to perform. If the Executive Committee feels that a member on any committee is ineffective or not carrying out his/her duties, it may, by majority vote, remove him/her. New committee members shall be appointed by the Executive Committee.

Sec. 4 – The Executive Committee shall represent the Association in communications with governing and appropriating bodies of the school system(s). The committee may delegate its power to communicate to other representatives, in consultation with the Executive Committee.

Sec. 5 – Whenever a majority of the Executive Committee agrees that an officer has been grossly negligent in his/her duties, or resigns, or is incapacitated, they shall recommend to the membership that the office be declared vacant. If the membership so votes by a simple majority, it shall immediately elect a replacement to fill the unexpired term.

Article V –Committees

Sec. 1 – Structure:

- A. There shall be at least the standing committees listed below.
- B. Each committee shall meet at the call of the chair and choose a secretary to keep a permanent record of activities.

Sec. 2 – The Negotiations Committee shall be nominated by local bargaining units by building and confirmed by the Executive Committee. The Committee shall advise the Executive Committee of preparations for and progress during bargaining and all related matters.

A. [OPTIONAL] A representative from each bargaining unit (ESP and teacher) will serve on each active negotiations committee in order to build unity and continuity between different unit contract negotiations.

B. The Negotiations Committee explores and prepares proposals as

necessary in all areas related to teacher and staff welfare. The committee represents the Association before the School Boards for the purpose of negotiating proposals.

C. The Negotiations Committee shall solicit input from the membership prior to the start of negotiations.

Sec. 3 – The Grievance Committee nominated by local bargaining units by building and confirmed by the Executive Committee. It shall be composed of one representative from each school building represented by the Association, with proportional representation of teacher and ESP members based on overall membership totals.

A. The Grievance Committee shall hear any complaint by any employee covered by the Association that claims that there has been a violation, misinterpretation, misapplication or inequitable application of any of the provisions of the terms of the collective bargaining agreement. The Committee members shall instruct any employee bringing a complaint to a standing member of the Grievance Committee to indicate what language from the collective bargaining agreement that is being grieved. This committee shall assist the grievant with the processing of the grievance.

B. Before a grievance is filed on behalf of the Association or by the Association, the President must be notified.

C. To the extent permissible, considering matters of confidentiality, the Grievance Chairperson shall advise the Executive Committee of the status of all grievances filed on behalf of the Association and related matters.

D. The Executive Committee must approve a grievance before it goes to arbitration after consultation with Vermont-NEA.

Sec. 4 – Special Committees – Each year the President may appoint special committees and shall discharge them on completion of their duties. These committees shall operate according to the rules approved by the Executive Committee.

Article VI – Contract Ratification and Strike Vote Procedure

Sec. 1 – The Executive Committee shall keep the membership informed on bargaining.

Sec. 2 – No strike shall be authorized except by a majority vote of the affected Unit membership present and voting, at a meeting called especially for such purpose. Voting will be by written ballot. No absentee ballots will be allowed.

Sec. 3 – The ratification of a new collective bargaining agreement shall be by a majority vote of the members of the affected Association Unit(s) present and voting, at a meeting called especially for such purpose. Voting will be by written ballot. No absentee ballots will be allowed.

Sec. 4 – No contract ratification shall be voted on until the complete settlement package proposed for acceptance or rejection by the bargaining unit(s) team(s) has been presented to the affected bargaining unit(s) membership at the meeting as specified in Section 3 above. Voting shall take place only upon conclusion of such presentation.

Article VII – Elections & Vacancies

Sec. 1 – The election of Officers shall be conducted in accordance with the following procedures:

A. A person may not be a simultaneous candidate for more than one office; however, he/she may run for an office and, if defeated, may run for another office or for BR of his/her unit.

B. All voting shall be by ballot. No absentee ballots will be allowed.

C. The nomination of candidates shall be taken at the time of the meeting at which the voting will take place.

D. In the event there are more than two (2) candidates for any office, then there shall be a primary election. The two (2) candidates with the highest number of votes for each office shall then be placed on the final ballot unless a candidate in the primary election receives a majority of the votes of members present and voting; in which case, the candidate shall be declared elected, and there will be no further elections held for that office.

E. Building Representatives shall be elected within each bargaining unit or building, by the members of that Unit, following the election of President, Vice Presidents, Secretary and Treasurer. See Constitution, Article IV, Sec. 1.

Sec. 2 – The Executive Committee shall determine the slate of Vermont-NEA delegate(s) to the Vermont-NEA Representative Assembly.

Sec. 3 -- Elections shall take place at the annual meeting. Officers shall take office July 1.

Sec. 4 – In the case of a vacancy of an officer or building representative, the Executive Committee shall appoint a temporary replacement by majority vote of the Committee. An election will be held at the next annual meeting if the vacancy happens mid-term.

Article VIII – Meetings

Sec. 1 – Executive Committee Meetings – The Executive Committee shall meet monthly (during the school year) at the call of the president. Special meetings may be called by the president or at the request of three (3) members of the Committee.

Sec. 2 – General Membership Meetings – The Executive Committee shall ar-

range at least three (3) meetings of the members each year. One of these shall be the Association's annual meeting, to be held in May or June.

Sec 3. – Meetings – Executive Committee meetings and General Membership meetings shall be open to any Association member and minutes of meetings shall be made available to all members.

Sec. 4 – Fifteen percent (15%) of the membership may submit a written petition to the Executive Committee calling for a general membership meeting, which must be convened at the earliest available date.

Article IX – Quorum

Section 1 – A majority of their members shall be a quorum for Executive Committees and committees.

Section 2 – A quorum for a general meeting shall be a majority of the members present.

Article X – Authority

The Executive Committee may determine if a general membership meeting should follow Roberts Rules of Order, Revised shall be the parliamentary authority for the Association or if a more informal facilitation method is appropriate. Association meetings shall be orderly and civil.

Article XI – Dissolution

The membership may dissolve this Association by following all necessary laws and regulations, including but not limited to Vermont-NEA bylaws, state law, and Vermont Labor Relations Board regulations. Dissolution may be necessary due to merging with another Association or reorganization due to employer reconfiguration. Dissolution also may be necessary to school closure, employer dissolution, or decertification of the bargaining unit. Upon dissolution, the Association shall notify Vermont-NEA and deliver all paperwork and records to Vermont-NEA for storage.

Article XI – Amendments

The membership may adopt amendments to these by-laws by a simple majority of those voting at any regular meeting, provided that amendments have been introduced two weeks prior to said meeting of the Association. If amended, a copy of the newly adopted constitution will be sent to the Vermont-NEA office, c/o the executive administrative assistant.

_____ Education Association

Adopted _____

Building Union Power in the 21st Century

Staying Strong, Standing Together, Always Organizing

- 1. Vermont-NEA and its local unions will defend the economic and professional interests of its members, active and retired, teacher and ESP, by staying strong and standing together in the face of any challenge, local, state or national, to those interests. When we defend our interests, we are also defending our public schools, our local communities, and our children's right to an excellent public education.**
- 2. Vermont-NEA and its local unions will stand in solidarity with other unions, within and outside our state borders, and provide appropriate aid when their economic or professional interests are threatened. We will not stay silent or on the sidelines and allow to happen to us or other Vermont union members what is being done to our brothers and sisters in Wisconsin and other states. An injury to any union member is an injury to all.**
- 3. Vermont-NEA and its local unions will advocate for the preservation and improvement of state and federal social programs that are vital to the economic security and general welfare of children and working families, and to those in our society who are neglected, impoverished, or exploited.**
- 4. Vermont-NEA and its local unions understand that workers are only as powerful, respected and secure as their unions. Therefore, we will encourage all workers to bargain collectively for satisfactory compensation and working conditions. And we will ensure that all workers are represented by a democratic union that demands a balance of power and equal treatment in the workplace.**
- 5. Vermont-NEA and its local unions will never stop organizing. Organizing – working together to build power – allows us to meet the needs of our communities' children and safeguard the rights of our members, all workers and retirees. Organizing will be a component of our relationships with employers, with candidates and holders of public office, and with the broad public within our communities.**

Officially adopted August 4, 2011 by Vermont-NEA

Vermont's Fair Share Law – What's In It for Me (And You?)

The Fair Share law was signed in 2013.

What the 2013 Vermont General Assembly did in passage of the law is noteworthy at a time when pro-labor legislation is hard to come by. This obviously pro-labor law stands in marked contrast to anti-labor legislation enacted or under active consideration in the majority of other states. And its enactment stands in marked contrast to rhetoric about it from within the state, particular by school boards and a (small) number of legislators.

In short, the fair share fee law is formal acknowledgement that unions should be paid for fulfilling their statutory obligation to represent everyone in a bargaining unit without regard to whether an employee is a union member or a nonmember. The new law will end union members' subsidization of nonmembers by requiring nonmembers to pay for the service unions must provide to all employees. Fair share fee payments will enable unions, therefore, to moderate their dues.

This law changes the way fair share ("agency") fees are assessed. The fee is that proportion of a union's dues attributable to its collective bargaining and related activities, but the fee does not pay for political or lobbying activities. Under prior law, all an employer had to do to prevent assessment of the fee was to say "no" to fee provisions in local collective bargaining agreements. Under the fair share fee law, employees within organized bargaining units will now either join their union or, as a matter of state policy, pay the fee. No longer will a union's members have to subsidize their union nonmember colleagues due to their employer's ideological tilt or claim about "union strength."

In Vermont, it turns out, it has been primarily school boards that have stood in the way of implementing this simple concept. Only about 20 percent of schools have ever agreed to fair share fee provisions in their contracts with employees. By contrast, about 75 percent of municipal employers have and just about every other employer in the state with unionized employees – from the State itself to private businesses – has agreed to such provisions. Now, the State itself has established as broad public policy, and in terms school boards will understand, that standing in the way of fairness is not good practice.

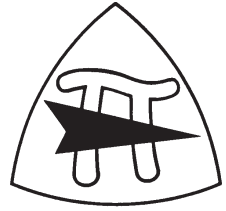
This union – any union – has an obligation to represent everyone in its

bargaining unit without regard to union membership. This is called the “duty of fair representation” and is the flip side of a union’s right to be the “exclusive representative” of all bargaining unit members. If your union is the exclusive – the only – representative of you and your colleagues, it is reasonable to require your union to represent all. The fair share fee law closes the circle by requiring union nonmembers, receiving all the benefits of collective bargaining and contract enforcement, to pay their “fair share” of the cost associated with that representation.

This law, contrary to what school boards asserted, was never designed to unleash your union to hire more professional negotiating staff. Indeed, all along we said the purpose of the fair share fee bill was simply to end the subsidy of union nonmembers by union members.

So, what’s in this special law for you and your Association, and all Vermont unions and union members is:

- An acknowledgement that union efforts through collective bargaining have measurable value;
- A declaration of an end to the decades-old ability of those who have not paid their fair share – the United States Supreme Court and others call them “free riders” – to avoid paying anything while benefiting from those efforts; and
- An end to union members’ having to subsidize, via dues higher than they might otherwise be, those who have not been paying their fair share.



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Vermont-NEA UniServ Assistance Policy

I. INTRODUCTION

Within Vermont-NEA, it is the regional UniServ Directors who assist local Associations in the context, among other things, of organizing bargaining units, negotiating collective bargaining agreements, and processing grievances. It is also their responsibility to consult with a Vermont-NEA attorney to determine if, and at what procedural step, an individual Association member or affiliate requires and may obtain legal assistance. In general, it is left to the judgment of UniServ Directors, in concert with local Association officials, to determine the extent of their direct representation of individuals or local Associations in organizing, negotiations, grievance, and other matters. This UniServ Assistance Policy serves as the guidelines within which these Vermont-NEA professional staff perform their jobs and through which local Associations may and should call upon their UniServ Director for assistance.

II. STATEMENT OF PURPOSE

The purpose of Vermont-NEA's UniServ Program is to assist local Associations and their members in the context of organizing, collective bargaining, grievance processing, and certain other matters and to protect and broaden the rights of educators.

III. DEFINITIONS

For purposes of this policy, the following meanings shall apply:

"Collective bargaining" means the statutory process through which the terms and conditions of employment of bargaining unit members are determined.

"Days" means calendar days.

"Grievance processing" means the process through which disputes over the application or interpretation of terms of a collective bargaining agreement are resolved.

"Organizing" means the formation of a group of employees into one or more bargaining units for the purpose of collective bargaining and protection of employee rights.

"UniServ assistance" means the provision by UniServ Directors of training, advice, support, and/or direct representation to local Associations and their members in the context of organizing, collective bargaining, grievance processing, and certain other matters. It incorporates the process through which Vermont-NEA legal assistance is obtained.

"UniServ Director" means a field representative of Vermont-NEA assigned to provide UniServ assistance to local Associations and their members in a UniServ district.

"UniServ district" means the Vermont-NEA service region within which a local Association is located.

IV. ELIGIBILITY FOR UNISERV ASSISTANCE

A. Organizing Bargaining Units

1. Nature of proposed bargaining unit

a. Teachers. Teachers employed by the same employer, who are interested in organizing a bargaining unit and local affiliate of Vermont-NEA, shall seek to include within the bargaining unit all non-administrator teaching positions.

b. Education Support Personnel. Education Support Personnel employed by

the same employer, who are interested in organizing a bargaining unit and local affiliate of Vermont-NEA, shall seek to include within the bargaining unit all non-administrator, non-teacher positions within their school district.

2. Pre-election. School employees interested in organizing a bargaining unit may request assistance from Vermont-NEA at any time. To obtain UniServ assistance with organizing, no less than 75% of the members of a proposed bargaining unit must pay to Vermont-NEA an organizing fee set by its Board of Directors. The Vermont-NEA portion of membership dues of any school employee who pays the organizing fee and who subsequently joins the new local Association shall be reduced by the amount of the organizing fee.

3. Post-election membership threshold. Following certification of a bargaining unit, and upon receiving confirmation that at least 60% of its members have joined the new local Association, Vermont-NEA will provide UniServ assistance to develop the bargaining unit's organizational capacity.

4. Organizational capacity for UniServ assistance. A bargaining unit will be eligible to receive UniServ assistance if it:

- a. Installs members in the offices of president, grievance representative, and other positions required depending on the size and configuration of the bargaining unit;
- b. Adopts and transmits to Vermont-NEA a constitution and bylaws that, among other things, incorporate a representative decision-making structure;
- c. Develops a functioning internal member communication capacity;
- d. Develops and implements a membership growth and maintenance program;
- e. Commits itself to regular attendance at, and full participation in, the UniServ District's Regional Bargaining Council, whether or not it is engaged in pending collective bargaining;
- f. Agrees to request of its employer that negotiations cover both teachers and education support personnel and that negotiations be conducted, where the employer is one of several within a supervisory union, on a supervisory union level;
- g. Transmits all dues collected on behalf of the state and national association in accordance with Vermont-NEA policy; and
- h. Creates a negotiating team, composed of both teachers and education support personnel, at least two of whose members have undergone training in collective bargaining authorized and approved by its UniServ Director.

B. Collective Bargaining

1. Introduction. Collective bargaining can consist of several stages, including negotiation, impasse, mediation, fact-finding, and post-factfinding. This policy separates collective bargaining into its component parts. It also distinguishes first-time and successor agreements.

2. Threshold for assistance. To qualify for UniServ assistance with collective bargaining, a bargaining unit must meet the conditions established in subsections A.3 and A.4 of this Article.

3. Nature of assistance

a. Negotiation – pre-impasse. Subject to a decision by the UniServ Director otherwise, a local Association is responsible for conducting its own negotiations, using consultation with its UniServ Director.

b. Impasse. The local Association shall consult with its UniServ Director in determining if, and if so when, to declare an impasse in negotiations. If im-

passee is declared, the UniServ Director shall become directly involved with the negotiating team for the balance of the collective bargaining process and shall be authorized by the local Association to coordinate all impasse proceedings.

c. Mediation. The local Association shall give serious consideration to the advice of its UniServ Director regarding whether to proceed to mediation, either before or after impasse. If the local Association does proceed to mediation, it shall follow the recommendation of its UniServ Director regarding representation of the local Association at mediation. If the local Association has complied with this policy, Vermont-NEA, in accordance with the provisions of its Rights Fund, will pay 50% of the local Association's cost of mediation.

d. Factfinding. The local Association shall give serious consideration to the advice of its UniServ Director regarding whether to conduct factfinding. If the local Association is involved in factfinding, it shall follow the recommendation of its UniServ Director regarding the exhibits and presentation of its position to the factfinder. If the local Association has complied with this policy, Vermont-NEA, in accordance with the provisions of its Rights Fund, will pay 50% of the local Association's cost of factfinding.

e. Absence of agreement. If, in the absence of or after fact-finding, the local Association and employer fail to reach agreement, or if the employer announces its intention to impose an employment policy on members of the bargaining unit, the local Association shall inform and work in collaboration with its UniServ Director to determine what course of action to pursue.

f. Ongoing dispute. If the local Association determines not to reach agreement or accept an imposed employment policy, it shall work with its UniServ Director:

- i. to develop a strategy that may include a strike and attendant steps in anticipation of a strike;
- ii. if the Association faces a potential strike, to arrange, among other things, for education and information meetings to which Association members will be invited to learn about the status of collective bargaining and their rights;
- iii. to develop a further strategy to bring about settlement; and
- iv. if it has complied with the terms of this policy, to obtain access to financial assistance in accordance with Vermont-NEA policies.

g. Unfair Labor Practice Charges

i. Against the employer. If the Association believes its employer has committed an unfair labor practice, it shall inform its UniServ Director, who shall decide, with legal counsel for Vermont-NEA, whether to file an unfair labor practice charge.

ii. Against the Association. If an employer files an unfair labor practice charge against a local Association, Vermont-NEA will provide representation of the local Association.

iii. Costs. In accordance with its Rights Fund, Vermont-NEA will pay all costs associated with unfair labor practice proceedings it files or filed by an employer against a local Association.

C. Grievance Processing

1. Introduction. The grievance process in a collective bargaining agreement is used to resolve disputes over the interpretation or application of the agreement's provisions. Disputes may be general, in which case the resulting grievance is an

“Association grievance,” or they may affect individuals, in which case the resulting grievance is an “individual grievance.” This section provides the standards for provision of UniServ assistance with the processing of grievances.

2. General. A bargaining unit will be eligible to receive UniServ assistance with the processing of grievances when:

a. It has complied with the conditions established in subsections A.3 and A.4 of this Article;

b. Its grievance representative has been trained or scheduled to be trained at Vermont-NEA's Summer Leadership Conference or alternative training as authorized and approved by its UniServ Director; and

c. It has developed, and its officers have agreed to follow, a process through which, with respect to any possible grievances, the local Association investigates the facts, assesses the merits, adopts a position accordingly, and adheres to applicable timelines.

3. Prior consultation. A local Association should consult with its UniServ Director prior to filing a grievance and, if it determines to file a grievance, it may consult further with its UniServ Director regarding the contents of the grievance itself.

4. Steps

a. Generally. Grievance procedures generally contain several increasingly formal steps, potentially culminating, if the grievance is not resolved at a “lower” level, in arbitration. The substance of a grievance may be about matters that are or are not disciplinary in nature. As a general rule, a local Association is responsible for managing through the first levels grievances that are non-disciplinary in nature, such as meetings or hearings with a principal or superintendent.

b. Disciplinary matters. Subject to subparagraph c., in the case of a disciplinary matter, the UniServ Director shall determine to what extent to represent the grievant directly at lower levels of the grievance process.

c. Job security matters. In the case of a grievant subject to potential loss of employment, including but not limited to a corrective action plan, suspension, non-renewal, layoff, or dismissal, the UniServ Director shall consult with Vermont-NEA legal counsel to determine if legal assistance should be provided.

d. School board hearings. A local Association whose grievance process includes a hearing before the school board is responsible for providing representation at the hearing. It may request direct representation by its UniServ Director, who shall make a decision to do so or not do so based on the complexity of the issues, their merit, the potential for the result to have broad applicability, and any other relevant considerations.

5. Grievants who are not members of the Association. A local Association has an obligation to provide grievance representation to members of the bargaining unit regardless of their membership in the Association itself. This is called the duty of fair representation and arises from the status of the local Association as the exclusive agent for all members of the bargaining unit. A local Association with questions about the extent of this obligation should consult with its UniServ Director.

6. Conditions for receipt of UniServ assistance. As conditions for receiving UniServ assistance, a grievant expressly authorizes the UniServ Director:

a. To share statements or information with local Association officials that may be relevant to the processing of the grievance;

- b. To share statements or information with Vermont-NEA staff that may be relevant to the determination by Vermont-NEA to continue or discontinue UniServ assistance;
- c. To keep Vermont-NEA informed of developments in connection with the grievance, including any settlement offers made or received by the grievant; and
- d. To provide Vermont-NEA copies of documents prepared in connection with representation of the grievant, for possible use by Vermont-NEA after redacting from any non-public document any references identifying the grievant.

7. Termination of UniServ assistance

a. Basis. Vermont-NEA may terminate UniServ assistance at any stage of a grievance if:

- i. It becomes aware of relevant facts it did not, and could not reasonably have been expected to, know when it made its initial determination to provide UniServ assistance;
- ii. The controlling law has changed, as a consequence of which there is little or no likelihood of success;
- iii. The grievant does not remain eligible for UniServ assistance under the criteria set forth above;
- iv. The grievant fails to comply with the provisions of this policy;
- v. The grievant fails to cooperate with, or takes actions that interfere with the ability of, the UniServ Director to perform his or her professional duties;
- vi. The grievant retains an advocate unaffiliated with Vermont-NEA without Vermont-NEA consent;
- vii. The grievant rejects a reasonable settlement proposal or other disposition of the grievance as advised by the UniServ Director; or
- viii. Continued UniServ assistance would, in the opinion of the UniServ Director, not advance the goals and objectives of the Association.

b. Notice. If the UniServ Director terminates assistance, he or she shall, in the case of an Association grievance, notify the local Association and, in the case of an individual grievant, the grievant and the local Association, providing a clear statement of the basis for the termination and of the grievant's right to appeal that termination under Article V of this policy.

8. Arbitration. Most collective bargaining agreements provide access of the local Association to binding arbitration by a neutral decision-maker if the grievance is not resolved within the employment setting. The following provisions address UniServ assistance in that context.

a. Application. Under the terms of its collective bargaining agreement, a local Association has the capacity to request or demand arbitration. It may do so before determining if it will receive assistance with arbitration under this policy. To obtain assistance with arbitration, the local Association shall file with the UniServ Director a completed application and executed memorandum of agreement, attached as Appendices A and B.

b. Basis for authorization. The UniServ Director or, in the case of a grievance involving job security, the General Counsel, may authorize arbitration if:

- i. The grievant is eligible for UniServ assistance;
- ii. The grievant's position has legal merit;
- iii. To do so is consistent with Vermont-NEA policies; and
- iv. Granting the request would advance the goals and objectives of

Vermont-NEA to an adequate extent.

In accordance with the provisions of the Vermont-NEA Rights Fund, Vermont-NEA will pay 75% of the local Association's cost of arbitration.

c. Direct representation. If arbitration is authorized, Vermont-NEA will provide direct representation of the grievant throughout the arbitration process, solely through the UniServ Director or attorney.

D. Other. A bargaining unit will be eligible to receive other forms of UniServ assistance when it has complied with the conditions established in subsections A.3 and A.4 of this Article. Other forms of UniServ assistance include:

1. Developing and/or executing local Association programs and activities to maintain membership, insure membership growth and organize new members;
2. Developing and/or executing local Association political action, community/public relations, legislative support and professional development activities and programs;
3. Developing and/or executing local Association programs in member rights and human relations;
4. Improving and maintaining the organizational health of the local Association through leadership training and development, internal communications, business management, and conflict resolution; and
5. Coordinating and advocating national and state association programs and priorities with local Associations and members.

E. Non-Discrimination. In determining whether to provide UniServ assistance to members and local affiliates of Vermont-NEA, Vermont-NEA shall not discriminate on the basis of race, color, religion, national origin, creed, age, gender, sexual orientation, disability, marital status, or economic status.

V. APPEALS

A. General. If the UniServ Director (1) denies a request for UniServ assistance, (2) grants a request for Uniserv assistance for a particular stage of a proceeding but denies UniServ assistance for a subsequent stage, or (3) terminates UniServ assistance, an individual or local Association may appeal the decision to the Executive Director.

B. Filing. To receive consideration, an appeal must be filed within twenty (20) days after the grievant receives written notice of the UniServ Director's decision by delivering in hand or by certified mail written notice to the Executive Director.

C. Preservation of rights. At the request of a grievant who files an appeal, the UniServ Director shall take steps necessary to preserve the grievant's rights. If the appeal is denied, the grievant shall reimburse Vermont-NEA for any resulting expenses it incurred.

D. Executive Director review. As soon as practicable, the Executive Director shall review the circumstances underlying the appeal and render a decision in writing to the grievant and the UniServ Director.

E. Appeal to Board of Directors. The individual or local Association may appeal the Executive Director's decision to the Board of Directors. To receive consideration, an appeal must be filed within ten (10) days after the grievant receives the Executive Director's decision by delivering in hand or by certified mail written notice to the Executive Director.

F. Board of Directors review. The Board of Directors may hold a hearing, request written submissions, or take other actions it deems appropriate to rule on the appeal. It shall render its decision as soon as possible, and shall give the appellant,

the UniServ Director, and the Executive Director written notice of its decision, which shall be final.

VI. EFFECTIVE DATE AND AMENDMENTS

A. Effective date. This policy shall become effective as of July 1, 2000, and shall supersede all previous Vermont-NEA policies dealing with the same subject matter, provided that any request for UniServ assistance made prior to that date shall be processed in accordance with the policy in effect at that time.

B. Amendments. The Vermont-NEA Board of Directors may amend this policy from time to time, provided that any request for UniServ assistance that was filed prior to the effective date of such amendment shall be processed in accordance with the policy in effect at that time.

Adopted: June 10, 2000

Vermont-NEA Legal Assistance Policy

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I. INTRODUCTION

Within Vermont-NEA, it is the regional UniServ Directors who provide advice and support to local Associations in the context of collective bargaining, grievance processing, and certain other matters. In general, it is left to their judgment, in concert with local Association officials, to determine the extent of their direct representation of individuals or local Associations in grievance and other matters. In those instances where a member's employment is in actual jeopardy, the UniServ Director consults with the General and/or Associate Counsel to determine if, and at what procedural step, the member's situation requires legal assistance. Within that context, members and local Associations may be entitled to legal assistance and this policy establishes the procedures through which legal assistance may be obtained and continued.

II. STATEMENT OF PURPOSE

The Vermont-NEA Legal Services Program is a cooperative program between the National Education Association (NEA) and Vermont-NEA. Its purpose is to provide legal assistance to Vermont-NEA members and affiliates in certain employment-related matters and to protect and broaden the rights of educators.

III. DEFINITIONS

For purposes of this policy, the following definitions shall apply:

"Appeal" means an appeal, a petition for certiorari, or any other procedure by means of which a higher decision-making authority is asked to review an action.

"Days" means calendar days.

"Employment-related matter," except as provided in subparagraph d, means any matter involving:

- a. a dispute involving terms and conditions of employment or employee representation between a school district or other institution involved in the teaching-learning process, the State, or an agency of the State, and (i) one or more of its employees who are Vermont-NEA members, (ii) one or more of its employees who are not Vermont-NEA members if Vermont-NEA or a local affiliate of Vermont-NEA is obligated to provide legal assistance pursuant to a duty of fair representation, or (iii) one or more local affiliates of Vermont-NEA.

- b. The defense of employment-related criminal charges brought against a member or members as limited in subparagraph d.3.
- c. A dispute in which the State of Vermont is seeking or considering revocation, suspension or restriction of a member’s professional educator’s license.
- d. “Employment-related matter” shall not mean a matter
 - 1. in which the applicant for legal assistance is being challenged by one or more rank-and-file employees or an employee organization as a result of an action taken by the applicant as a management representative;
 - 2. covered by worker’s compensation; or
 - 3. covered by an NEA insurance program, except matters involving the defense of employment-related criminal charges brought against a member for which the program provides payment only if the member is exonerated.

“Fiscal year” means September 1 through August 31.

“Legal assistance” means the provision of legal representation in an employment-related matter.

“Legal services” means services rendered by an attorney who is licensed to practice law, a paralegal or a law clerk in preparation for or in the course of:

- a. a grievance, administrative, judicial, or other adversarial proceeding involving an employment-related matter; and
- b. with respect to the collective bargaining process, an impasse resolution proceeding.

“Occurrence” means an act or series of related acts that result in one or more employment-related matters.

IV. ELIGIBILITY FOR LEGAL ASSISTANCE

A. Individuals. Except as provided in ¶C of this section, a member of Vermont-NEA is eligible for legal assistance only if he or she was a member both when the occurrence for which assistance is requested took place and when the application for assistance was filed.

B. Affiliates. Except as provided in ¶C of this section, a local affiliate of Vermont-NEA is eligible for legal assistance only if it was an affiliate both when the occurrence for which assistance is requested took place and when the application for assistance was filed.

C. Optional Assistance. At its option, Vermont-NEA may provide legal assistance to an individual who, or an organization which, was not a member when the occurrence took place and/or when the application for assistance was filed, if the occurrence took place:

- 1. in the case of an individual, during a thirty (30)-day period after the individual initially became eligible for Vermont-NEA membership; or
- 2. in the case of an organization, when the organization was in the process of becoming an affiliate of Vermont-NEA.

D. Continued Membership. If the request for legal assistance is granted, the individual or organization, as a condition for continuing assistance, must remain a member or affiliate of Vermont-NEA.

E. Waiver. An individual who wishes to be exempted from Vermont-NEA membership under this section may submit to Vermont-NEA a request in writing detailing

the reasons for the request. The Executive Director or his/her designee shall consider the request and notify the individual of the decision. Vermont-NEA is without authority to exempt membership in the NEA for purposes of receiving legal assistance.

F. Non-Discrimination. In determining whether or not to provide legal assistance to members and local affiliates of Vermont-NEA, Vermont-NEA shall not discriminate on the basis of race, color, religion, national origin, creed, age, gender, sexual orientation, disability, marital status, or economic status.

V. PROCEDURES FOR OBTAINING LEGAL ASSISTANCE

A. UniServ consultation. Prior to filing an application for assistance, an individual or local affiliate shall consult with his or her UniServ Representative about the appropriateness of legal assistance regarding the employment-related matter in question.

B. Application. An individual or local affiliate seeking legal assistance shall file with the Vermont-NEA General Counsel a completed application for assistance and executed memorandum of agreement, attached as Appendices A and B.

C. Decision. Within forty-five (45) days of receiving an application for assistance, barring circumstances necessitating a longer period, the General Counsel shall determine if the application is or is not granted. In making this determination, the General Counsel shall consider, among other things:

1. The applicant's eligibility for legal assistance;
2. The legal merit of the applicant's position;
3. Vermont-NEA policies; and
4. Whether and to what extent granting the request for legal assistance would advance the goals and objectives of Vermont-NEA.

D. Denial. If the General Counsel denies the request for legal assistance, in whole or in part, he or she shall notify the applicant in writing, providing a clear statement of the basis for the denial and of the applicant's right to appeal that denial under §VII of this policy.

E. Attorney-client relationship. When the decision to provide legal assistance is made, an attorney-client relationship between the General, Associate, or other counsel retained for this purpose by Vermont-NEA shall commence.

F. Other retained counsel. In rare circumstances, Vermont-NEA may retain a private attorney to provide legal assistance under this policy. The following provisions pertain to such an attorney:

1. Any statements made or information given to him or her by an individual or local affiliate during a preliminary investigation are not privileged, and may be shared by the attorney with Vermont-NEA.
2. Any statements made or information given to him or her by an individual or local affiliate after the attorney is assigned to provide legal assistance are subject to the attorney-client privilege.

G. Conditions. As a condition of receiving legal assistance, a client expressly authorizes the attorney:

1. to share statements or information with Vermont-NEA staff that may be relevant to the determination by Vermont-NEA to continue or discontinue legal assistance;
2. to keep Vermont-NEA informed of developments in connection with legal assistance, including any settlement offers made or received by the client; and
3. to provide Vermont-NEA copies of legal documents prepared in connection

with representation of the client, for possible use by Vermont-NEA after redacting from any non-public document any references identifying the client.

H. Representation in Criminal Matters. A member notified that the Department of Social and Rehabilitation Services or Aging and Disabilities, or a law enforcement agency is investigating him or her for alleged criminal conduct arising out of his or her employment duties may, upon proper application, attached as Appendix C, receive payment by Vermont-NEA for the cost of reasonable and necessary attorney fees, not to exceed \$2500, if:

1. The allegations, if proved, could lead to a criminal fine and/or imprisonment.
2. He or she retains an attorney approved for this purpose by the Vermont-NEA General Counsel.
3. He or she agrees in writing to reimburse Vermont-NEA from any other source of financial coverage for attorney fees, including the Educators' Employment Liability Policy.
4. He or she submits the attorney's bill, with appropriate documentation and detail, to the Vermont-NEA General Counsel within 60 days of the end of the investigation.

VI. CONTINUATION AND TERMINATION OF LEGAL ASSISTANCE

A. Continuation. Unless otherwise expressly indicated, a determination by Vermont-NEA to provide legal assistance in connection with an employment-related matter means that Vermont-NEA will pay all legal fees and expenses incurred in representing an individual or local affiliate in connection with that matter. Vermont-NEA's determination to provide legal assistance at each stage of the proceedings is an independent determination to be made in accordance with §V.C.

B. Termination. Vermont-NEA may terminate legal assistance at any stage of the proceedings if:

1. It becomes aware of relevant facts it did not, and could not reasonably have been expected to, know when it made its initial determination to provide legal assistance;
2. The client does not remain eligible for legal assistance under the criteria set forth in §IV;
3. The client fails to comply with the provisions of this policy;
4. The client fails to cooperate with, or takes actions that interfere with the ability of, the attorney adequately to perform his or her professional duties;
5. The client rejects a reasonable settlement proposal or other disposition of the case as advised by the General Counsel; or
6. Continued representation would, in the opinion of the General Counsel, not advance the goals and objectives of Vermont-NEA.

C. Notice. If the General Counsel terminates legal assistance, he or she shall notify the client in writing, providing a clear statement of the basis for the termination and of the client's right to appeal that termination under §VII of this policy.

VII. APPEALS

A. General. If the General Counsel (1) denies a request for legal assistance, (2) grants a request for legal assistance for a particular stage of a proceeding but

denies legal assistance for a subsequent stage, or (3) terminates legal assistance, an individual or local affiliate may appeal the decision to the Vermont-NEA Board of Directors.

B. Filing. An appeal may be timely filed within twenty (20) days after the client receives written notice of the General Counsel's decision by delivering in hand or by certified mail written notice to the Vermont-NEA Executive Director.

C. Board of Directors. The Board of Directors may hold a hearing, request written submissions, or take other actions it deems appropriate to rule on the appeal. It shall render its decision as soon as possible, and shall give the appellant and the General Counsel written notice of its decision, which shall be final, except as provided in ¶D of this section.

D. Appeal to National Education Association (NEA)

1. An individual or local affiliate dissatisfied with the decision of the Vermont-NEA Board of Directors may appeal to NEA, provided the individual or local affiliate was a member or local affiliate of NEA when the occurrence for which legal assistance is requested took place and when the appeal is filed.
2. The sole basis for an appeal to NEA is that Vermont-NEA failed to comply with this policy in processing the request for legal assistance.
3. An appeal may be timely filed within twenty (20) days after the client receives written notice of the Appeal Panel's decision by delivering in hand or by certified mail a Notice of Appeal with the NEA-Member Advocacy Services, Legal Services Programs, 1201 16th Street, N.W., Washington, D.C. 20036.
4. NEA shall consult with Vermont-NEA before acting on the appeal. If NEA concludes that Vermont-NEA failed to comply with this policy in processing the request for legal assistance, and that such noncompliance may have affected the decision of the Board of Directors, NEA shall afford Vermont-NEA the opportunity to take appropriate corrective action. If Vermont-NEA fails to take appropriate corrective action, NEA itself may provide legal assistance to a member or local affiliate of Vermont-NEA, and the amount expended by NEA in this regard shall be set off against any future NEA reimbursement to which Vermont-NEA otherwise
5. would have been entitled under its Unified Legal Services Program.

VIII. ATTORNEYS' FEES AND EXPENSES

- A. A client shall pay to Vermont-NEA any amounts recovered by court award, settlement, or otherwise that specifically are designated as attorneys' fees and costs, and if no part of the amount recovered is so designated, the recipient shall pay to Vermont-NEA any amount in excess of the recipient's actual financial loss up to the amount that has been expended by Vermont-NEA and NEA to provide legal assistance.
- B. Vermont-NEA shall forward to NEA its appropriate share, as determined in accordance with the Guidelines of the Legal Services Program, of any amount received from a recipient pursuant to ¶A of this section.

IX. EFFECTIVE DATE AND AMENDMENTS

- A. This policy shall become effective as of January 15, 2000, and shall supersede all previous Vermont-NEA policies dealing with the same subject matter,

provided that any request for legal assistance made prior to that date shall be processed in accordance with the policy in effect at that time.

- B. The Vermont-NEA Board of Directors may amend this policy from time to time, provided that any request for legal assistance that was filed prior to the effective date of such amendment shall be processed in accordance with the policy in effect at that time.

Vermont-NEA Legal Assistance Policy
Appendix A
Application for Legal Assistance

The purpose of the Vermont-NEA Legal Services Program is to provide legal assistance to members and local affiliates of Vermont-NEA in certain employment-related matters. The structure and operation of the Program are described in the Vermont-NEA Legal Assistance Policy attached and made part of this Application. By signing the accompanying Memorandum of Agreement, you are affirming that:

1. You have read and understand the Policy's provisions and acknowledge that your rights and obligations under the Program are as set forth there, and that they take precedence over any other statements or commitments, written or oral, that have been or may be made to you with regard to such rights and obligations.
2. You understand that the information provided on the subsequent pages of this Application will be relied upon by Vermont-NEA in acting on your Application. To the best of your knowledge, this information is complete and accurate.
3. You understand that this Application is only a request for legal assistance, and the filing of the Application does not in and of itself entitle you to such assistance. Vermont-NEA will notify you in writing of the action that is taken with regard to your Application.

You should complete this Application and submit it to your UniServ Representative. If you do not know who that is, contact your local Association Representative or call 1-800-649-6375. Feel free to keep a copy of the Application, along with the Legal Services Program Policy, for your records.

Instructions: Please type or print. Fill in all answers completely. If you need additional space to respond to a question, please attach additional sheets with your name and insert the number of any question(s) next to your response.

Section 1 – General Information

(if applicant is an affiliate, please enter name of contact in item 1 and omit items 5 – 7)

- 1. Name of Applicant: _____
Home address: _____
Home phone #: _____
- 2. Name of School: _____
School address: _____
School phone #: _____
- 3. Superintendent: _____
- 4. School Board Chair: _____
- 5. Your supervisor: _____
- 6. Your job title: _____
- 7. Number years employed there: _____
- 8. Name of local Association: _____
- 9. Are you a member of the Association? Yes No
- 10. Were you a member at the time of the Yes No
 incident that led to the current dispute?

Section II – Information about Complaint

- 1. State on the lines below the basic facts of your dispute with your employer. Please specify dates and parties present and attach copies of all relevant documents, e.g., correspondence, school board minutes, school district policies, etc., pertaining to the dispute. Use a separate sheet of paper if necessary. If the dispute involves investigation of alleged criminal conduct arising out of your employment duties, you may also submit an application for payment of certain attorney fees.
- 2. Have you filed a grievance regarding this matter with your employer?
 Yes No
If yes, please indicate the status of the grievance.
- 3. Have you or has your employer filed a lawsuit regarding this matter?
 Yes No
If yes, please attach a copy of the complaint filed with the court.

Vermont-NEA Legal Assistance Policy

Appendix B

Memorandum of Agreement

I hereby declare that the information contained on the attached "Application for Legal Assistance" is accurate to the best of my knowledge and that I have read the attached "Vermont-NEA Legal Assistance Policy" and agree to abide by the conditions set forth therein, including the following:

1. That Vermont-NEA agrees to pay the costs, expenses, and attorneys' fees involved in the resolution of this dispute only when the procedures and standards described in the "Vermont-NEA Legal Assistance Policy" have been met.
2. That Vermont-NEA reserves the right to decline to provide representation or continue assistance when:
 - a. It becomes aware of relevant facts it did not, and could not reasonably have been expected to, know when it made its initial determination to provide legal assistance;
 - b. The client does not remain eligible for legal assistance;
 - c. The client fails to comply with the provisions of this policy;
 - d. The client fails to cooperate with, or takes actions which interfere with the ability of, the attorney adequately to perform his or her professional duties;
 - e. The client rejects a reasonable settlement proposal or other disposition of the case as advised by the General Counsel.;
 - f. Continued representation would, in the opinion of the General Counsel, not advance the goals and objectives of Vermont-NEA; or
 - g. The law controlling the disposition of the case is changed and as a result of the change, there is little or no likelihood of success.
3. If I/we prevail on the claim and receive an award, settlement, or insurance payment in excess of the member/affiliate's actual financial loss, I/we agree to reimburse Vermont-NEA for legal expenses incurred in pursuing the matter in question. Vermont-NEA will, in any event, be reimbursed by the member/affiliate with any amounts recovered which have been specifically designated as attorneys' fees, legal fees, or court costs.
4. I/we hereby grant to Vermont-NEA the right to publicize the matter in question.
5. If Vermont-NEA denies continued legal assistance in the matter in question, the member/affiliate has the right to appeal to the National Education Association at the following address:

National Education Association
Member Advocacy Services
Legal Services Programs
1201 16th Street, N.W.
Washington, D.C. 20036

This appeal may be made on the sole ground that Vermont-NEA failed to process the member/affiliate's application for assistance or handle the matter in question in accordance with the provision of its Legal Assistance Policy.

I/we understand and accept the above terms regarding Vermont-NEA support of the matter for which I/we request assistance.

Date: _____ Applicant: _____

Witness: _____

Please return completed application and agreement to: General Counsel, Vermont-NEA, 10 Wheelock Street, Montpelier, Vermont 05602-3737.

Vermont-NEA: Representation Policies

A. Representation of Members' Competing Interests

In the context of our work, there are unusual circumstances when one member may be adversely affected by the assertion of another member's rights. It is the purpose of this policy to specify how representation by the Association will be provided in those circumstances.

1. Local Association to take position. In cases involving interpretation of a master agreement, it is the obligation of the local Association to adopt a specific position. Potential grievances are the province of the Association: if the Association does not adopt a specific position regarding interpretation of its own master agreement, it is in no position to pursue a grievance.

2. Representation to be provided. Once the Association adopts a position, which leads to the filing of a grievance, at such time as staff assistance is required, the regional UniServ Director shall represent the position taken by the Association. If the competing rights of different members of the bargaining unit are involved, and each seeks representation, it shall be provided in accordance with these provisions:

a. One representative. The regional UniServ Director shall meet with each of them to determine if it is appropriate to have the grievance presented by him or her on behalf of all interested persons.

b. More than one representative. If the regional UniServ Director does not present the grievance on behalf of all interested parties and concludes the Association may not adequately present its own position, he or she shall provide representation to the local Association and a second regional UniServ Director shall provide representation to the member whose position is adverse to that of the Association.

3. Legal counsel. Unless required by Vermont-NEA policy or professional obligation, no Vermont-NEA attorney shall be assigned to such cases.

B. Conflicts of Interest

There are occasions in the context of providing representation to bargaining unit members that the personal interest of a representative, either a local Association grievance representative or Vermont-NEA staff person, may be contrary to the interest of the person or Association being represented. Those occasions present conflicts of interest. It is the purpose of this policy to specify how representation is to be provided in those cases.

1. General.

a. If the representative believes he or she has a conflict of interest, he or she shall inform the person being represented, arrange for alternative representation to be provided, and withdraw from any role as representative.

b. If a person being represented believes his or her representative has a conflict of interest, he or she may bring it to the representative's attention. If the representative agrees, he or she shall arrange for alternative representation to be provided, and withdraw from any role as representative.

2. UniServ. If a UniServ Director has a conflict of interest, he or she shall transfer representation to another UniServ Director.

3. Legal counsel. If either Vermont-NEA attorney has a conflict of interest, he or she shall transfer representation to the other. If that is not viable, he or she shall review the circumstances to determine if representation may be provided by a

UniServ Director and, if so, transfer representation to a UniServ Director. If that is not viable, the General Counsel will be obligated to assign representation to outside counsel.

C. Appeal. A member who wishes to appeal any decision made under either of these policies may do so in accordance with the same appeal procedure available to members under the Legal Services Policy.

Vermont-NEA Rights Fund

The Vermont-NEA Rights Fund was established by the Vermont-NEA Board of Directors in 1968. Its purpose is to offer financial aid to members and local unified Associations whose civil, legal, and professional rights have been violated or seriously challenged. Expenditures from the fund shall be authorized by the Executive Director.

PROCEDURES

1. When it appears likely that a member of Association may need assistance from the Vermont-NEA Rights Fund, they shall notify their UniServ Director and explain the circumstances of the situation.

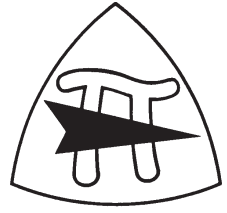
2. A preliminary investigation will be made as quickly as possible by a UniServ Director or, if appropriate, Vermont-NEA General Counsel. The UniServ Director and/or Vermont-NEA General Counsel will consult with the local Association President and/or member(s), review circumstances surrounding the case, and decide on a course of action.

3. The UniServ Director and/or General Counsel will inform the Vermont-NEA Executive Director of the case.

4. It is the policy of Vermont-NEA to provide financial assistance to members and unified local Associations. In order to qualify for financial assistance from the Vermont-NEA Rights Fund, a form must be filed with the Executive Director by a UniServ Director or General Counsel. Financial assistance consists of the following:

	<u>Vermont-NEA's Share</u>	<u>Local's Share</u>
Mediations	50%	50%
Fact Findings	50%	50%
*Arbitrations	75%	25%
ULP's	100%	—
Legal/Court Costs	100%	—

*** All cases must be reviewed by Vermont-NEA staff before filing for arbitration.**



Dictionary

Dictionary of Negotiation Terms

Bargaining Unit - All employees eligible to belong to the union which negotiates the Master Agreement for them with the employer, whether or not they are members of the union. By law, the organization represents all employees within the bargaining unit, whether they join the union or not. The specifics of which positions are part of the bargaining unit are found in the Recognition Clause of the Master Agreement.

Collective Bargaining – The process of negotiating in good faith the wages, hours and conditions of employment between the school board and the union with the intent to arrive at an agreement which, when reached, shall be reduced to writing.

Collective Bargaining Agreement (CBA, Master Contract, Master Agreement) - A formal, written agreement between a school board and the union, negotiated by the union for all members of the bargaining unit.

Due Process – The procedure by which employees' rights are protected. In a labor context, due process requires that all steps spelled out in the contract are followed in all disciplinary proceedings.

Duty of Fair Representation – A union's obligation to represent all people in the bargaining unit as fairly and equally as possible. The union is obligated to give fair representation to all union members, and also to collective bargaining unit members who have not joined the union.

Exclusive Bargaining Agent - The union certified by the Vermont Labor

Relations Board or recognized by the school board as the only organization to bargain collectively for all employees in the bargaining unit, including persons who are not members of the union.

Fact Finding - A part of the collective bargaining process. Somewhat like a court proceeding, fact finding is the step in the impasse procedure after mediation to attain a contract. Both parties present their case to a fact finder who hears the case and then writes a report within 30 days containing recommendations for a settlement. When the two sides receive the report, they have 10 days in which to settle the dispute. If this does not occur, the report must be made public. Fact finding in Vermont is not binding on either party, but should be used in good faith by both sides in an attempt to reach a settlement. Strikes may occur and/or working conditions based on the board's last offer may be imposed no sooner than 30 days after receipt of a fact finding report.

Fair Share Fee (sometimes referred to as Agency Fee) - A fee for representation in collective bargaining, not exceeding teachers' or support staffs' union dues, payable to the union which is the exclusive bargaining agent for teachers or support staff members in a bargaining unit, from individuals who are not members of the union. It requires non-members to pay their "fair share" of the costs the Association incurs in negotiating and enforcing the contract to which non-members benefit.

Finality – See Imposition.

Ground Rules - A set of rules or guidelines established by the negotiating teams that assist the parties in understanding what to expect from each other during negotiations.

Individual Employment Contract

– The contract that an individual employee signs which specifically states the employee’s salary, hours/dates of employment, and other terms and conditions of employment. The individual employment contract must be consistent with the Master Agreement.

Informational Picketing - Picketing for the purpose of informing the public.

Impasse - The point at which one or both parties in contract negotiations declare they have negotiated as long as they can and are still unable to resolve some of the issues. The procedures used to attempt to resolve an impasse are mediation and fact finding. Outside help is available to assist both sides in reaching agreement – private mediators, federal mediators, and fact finders.

Imposition – A provision in Vermont's Teachers' Collective Bargaining law which permits the school board to declare negotiations over and impose working conditions on teachers. Imposition -- or "finality," as it is sometimes called -- can be legal. An imposition (the school board’s last step in the negotiations process) is really the final hammer available to the school board. The board declares negotiations are over and it unilaterally forces the employees to work under the imposed “terms and conditions of employment.” There is not a negotiated contract in place after an imposition. An imposition may take place no sooner than thirty days after the fact finder’s report is received.

Just Cause – Reason an employer must give for any disciplinary action it takes against an employee. An employer must show just cause only if a contract requires it. Virtually all contracts have just cause requirements which place the burden of proof for just cause on the employer, as well as prevent disciplinary action and termination from becoming arbitrary.

Mandatory Subjects of Bargaining

– These are the subjects for negotiations that must be negotiated between the school boards and the Association as defined by Vermont Statutes. Under the teacher law, they include items which fall within the categories of “salary, related economic conditions of employment, an agency service fee, procedures for processing complaints and grievances relating to employment.” Under the support staff law, those items include “wages, hours and conditions of employment.”

Master Agreement – See Collective Bargaining Agreement.

Master Contract – See Collective Bargaining Agreement.

Mediation - This is usually the step in collective bargaining after the declaration of impasse, although it may precede that declaration and it may be bypassed in favor of going directly to fact finding. In mediation, a neutral party -- or mediator -- is agreed to by both sides or is brought in from either the American Arbitration Association or Federal Mediation & Conciliation Service. The mediator attempts to get the parties to resume negotiations under his or her supervision. The mediator is not necessarily interested in what is fair; he or she is merely interested in getting a settlement. Even if mediation does not succeed in obtaining a final

agreement, it can narrow the issues so that fewer items will have to be taken to fact finding.

Negotiating Team - A group of school employees who are members of the bargaining unit selected to represent the Association in bargaining a contract with the school board. School boards also form a negotiating team which can be made up of school board members, the superintendent and/or outside legal counsel.

Negotiations - See Collective Bargaining.

New Money – The additional amount paid to a given staff year to year which is attributable to increases caused by step movement and raising of the “Base Salary.” It does not include the cost of salary column changes for those teachers who move salary columns. “New Money” can be expressed as either a percentage or a dollar amount. Remember that it always assumes that the staff stays constant (even if you know it will not stay constant), so that you can compare “apples to apples.” The staff in place in the last year of the current Agreement is the staff used to project new money costs in subsequent years. Generally, but not always, it is assumed that the index is not modified, and all those eligible will move a step. In other words, if you take the cost of salaries in one year and project the same staff, out into the next year, the difference in cost is the “New Money”. It is a combined number or percentage that represents the increase given to the staff as a whole and does not necessarily represent the percentage increase that specific individual teachers receive - the individual increase received depends on that person’s training, experience and placement on the salary schedule or wage scale.

Past Practice – A customary way of doing things not written into the collective bargaining agreement. Past practices can sometimes be enforced through the grievance procedure if the practice has been longstanding, consistent, and accepted by the parties.

Permissive Subjects of Bargaining – These are the topics which fall outside the mandatory category of “wages, hours, and other terms and conditions of employment.” (See definition under Mandatory Subjects of Bargaining). They may be placed on the bargaining table for voluntary bargaining and agreement. The other party, however, may not be required to bargain on them or to agree to their inclusion in a contract. Insistence on them as a condition to the execution of a contract will be a violation of the bargaining duty.

Picketing – Advertising the existence of a labor dispute and the Association’s position usually done by members of a union carrying signs.

Proposal – The stated position of one party in negotiations for something it would like to add, modify or remove from the Master Agreement.

Strike - A collective job action in which members of an employee union withhold their services for various reasons, including failure to reach agreement on a successor contract. A strike is the union’s last step in the negotiations process. The purpose of this “final hammer” is to induce the school board to settle on negotiated terms the union can accept. Neither a strike nor an imposition may take place prior to thirty days after receiving the fact finder’s report.

Unfair Labor Practice (ULP) - An action taken either by an employer or a union which is harassing, discrimina-

tory, taken in bad faith, or otherwise in violation of the standards of fair play in labor-management relations. Examples of a ULP might be changing benefits during bargaining, firing an employee for union activities, or discrimination in hiring or transfer practices. This usually involves the totality of conduct and does not usually rest with one incident unless such incident is egregious in nature.

Unfair Labor Practice Charge -

Formal allegations against the school board or the union filed with the Vermont Labor Relations Board.

Weingarten Rights - The rights of employees covered by the NLRA to request union representation during investigatory interviews if they reasonably believe that the interview could result in their being disciplined. Weingarten rights also guarantee the rights of union representatives to assist and counsel employees during interviews which could lead to discipline.

