

Bylaws of the

Watertown Educators Association, Inc.

(Revised December 2023)

BYLAWS OF THE WATERTOWN EDUCATORS ASSOCIATION INCORPORATED

ARTICLE I

NAME OF ASSOCIATION

The name of the Association shall be the Watertown Educators Association, Inc., hereinafter referred to as the "Association" or the WEA. The WEA shall consist of the following units:

Unit A: Educators, Counselors, Therapists & Nurses

Unit B: Directors & Coordinators, Assistant Principals & Athletic Director

Unit D: Instructional Assistants, Physical Therapy Assistants (PTA) & Occupational Therapy Assistants (OTA)

ARTICLE II

MISSION STATEMENT

The Watertown Educators Association is a member-driven organization dedicated to supporting all students to learn and reach their fullest potential in all areas of their lives. We build power through organizing and use that power to promote our members' interests within schools, the district and the greater community. All WEA members are educators because we all contribute to the learning environments in our schools and the development of all students. The WEA will improve the quality of our members' economic and professional lives through collective bargaining, contract maintenance, labor regulations and laws.

The WEA will put educators at the center of decision making about the quality of teaching, student achievement and equity.

The WEA will keep students at the center of our work by promoting equity and opportunity for all students and educators while dismantling systemic and individual oppression in our schools based on class, race, ethnicity, gender, gender identity and expression, sexuality, religion, and other historically oppressed identities.

ARTICLE III

AFFILIATES

The WEA shall be affiliated with the Massachusetts Teachers Association (MTA) and the National Education Association (NEA) and shall comply with their

regulations for affiliation. All members of the WEA will also be members of the MTA and NEA.

ARTICLE IV

MEMBERSHIP

- A. Any member represented by the WEA shall become an active member upon completing an enrollment form.
- B. The membership year shall be from September 1st to August 31st.
- C. None but active members may attend business meetings, vote, or hold office in the WEA.
- D. Members of each unit referenced herein are more fully identified in the Recognition Clause of each units' collective bargaining agreements.
- E. Active members of the Association shall automatically become members of the Massachusetts Teachers Association and the National Education Association.
- F. Active membership shall be continuous until the member leaves, resigns from the Association or fails to pay membership dues.
- G. Adherence to the current Code of Ethics of the Education Profession, adopted by, and as it may from time to time be amended by, the National Education Association and the Massachusetts Teachers Association, shall be the Code of Ethics of the Association and its members.
- H. Dues shall be collected for membership in the National Education Association, the Massachusetts Teachers Association, and the WEA.
- I. The annual membership dues of this Association shall be established by the Executive Board at the May Executive Board meeting. Dues may be paid either in equal installments through payroll deduction or by a cash payment. Cash payments must be made by December 1st of each year unless the Executive Board shall state otherwise at the time it sets the membership dues.
- J. Any member on unpaid leave may remain an active member by paying dues to the Association. If they are on unpaid leave for a full year, they may become inactive while on leave. When they return from unpaid leave, they can again become an active member.

ARTICLE V

Section 1: OFFICERS

- A. The officers of the Association shall be a President or Copresidents, a First Vice President, a Second Vice President, a Treasurer, a Secretary, and a Membership Chair.
- B. No one shall hold office unless he or she is an active member.

Section 2: TERMS OF OFFICE

- A. All officers shall serve a two (2) year term, or until their successor is elected and may run for re-election.
- B. Newly elected officers shall assume office on July 1st of each calendar year following the election.

Section 3: FILLING VACANCIES

Whenever an office becomes vacant, the Executive Board shall elect a qualified replacement for the unexpired term, or call a special election to fill the vacancy. The one exception to this is the office of President, at which time the 1st or 2nd Vice-President will be chosen by the Board to serve until a special election is held within 20 school days.

ARTICLE VI

EXECUTIVE BOARD

Section 1: MEMBERSHIP

- A. The Executive Board, hereinafter called Eboard, shall be the Executive authority of the WEA and shall, as part of its function, enforce these by-laws.
- B. The Executive Board shall consist of the elected officers of the Association and one (1) representative for each twenty-five (25) Unit A members per building (that is, 1-25 equals one representative, 26-50 equals two representatives, etc.); one (1) Curriculum Coordinator (Unit B) or Administrator (Unit C); and six (6) representatives (Unit D), one for each school – (early steps, elementary schools, middle school, and high school).

Section 2: POWERS & DUTIES OF THE EXECUTIVE BOARD

- A. The Executive Board shall direct and manage the affairs of the WEA.
- B. Assist in the formation of policy for the WEA.
- C. Advise and assist the President in the execution of his/her/their duties.
- D. Call special elections to fill vacancies caused by resignation or inactivity in the position.

ARTICLE VII

ELECTIONS

Sec. I Elections of all officers, members of the Executive Board, and the Professional Rights and Responsibilities Committee (PR&R) will be held during the first week of May on the WEA business day (Tuesday).

Sec. II Officers of the Association shall be elected by the entire active membership. Members of the Executive Board and the PR&R Committee for Unit A

will be elected by the members of Unit A; for Unit B by the members of Unit B; for Unit D by the members of Unit D.

Sec. III Faculty Representatives on the Executive Board shall be elected by members of their respective buildings at the same time as the WEA officers; e.g., Faculty Representatives from the High School shall be elected by the High School faculty; Faculty Representatives from the Middle School shall be elected by the Middle School Faculty; and so forth.

Sec. IV One representative of the Curriculum Coordinators/Administrators (Unit B) on the Executive Board, and one representative of Unit B on the PR&R Committee shall be elected by their unit at the same time as the WEA officers.

Sec. V The Instructional-Assistants representatives on the Executive Board shall be elected by the members of the Instructional-Assistant group (Unit D), at their respective levels (elementary, middle school, high school) at the same time as the WEA officers; i.e., the elementary representative shall be elected by the faculties of the elementary schools; the Middle School representative by the Middle School faculty; and the High School representative by the High School faculty.

Sec. VI The name(s) of the candidate(s) for an officer on the Executive Board or membership on the PR&R Committee shall be placed on a ballot and a vote of the Association membership shall be taken. The candidate receiving the majority vote of those voting shall be the elected officer for that term. In the event a majority is lacking, a run-off election shall be held between the two highest vote-getters. Then the candidate receiving the largest number of votes shall be the elected officer for that term.

Sec. VII All elected Officers and Faculty Representatives shall serve for two (2) years. PR&R members and Eboard members shall serve for two (2) years on a staggered basis. All elected officials shall assume the duties of office on July 1st of the year in which they are elected.

	Odd Years	Even Years
PR&R	MS Unit A Hosmer Unit A Early Steps Unit A HS Unit D Cunniff Unit D Lowell Unit D Unit B Rep	HS Unit A Cunniff Unit A Lowell Unit A MS-Unit D Hosmer-Unit D Early Steps-Unit D

Executive Board Officers	President 2nd VP Secretary	1st VP Treasurer Membership Chair
Executive Board	HS Unit A Cunniff Unit A Lowell Unit A MS-Unit D Hosmer-Unit D Early Steps-Unit D	MS Unit A Hosmer Unit A Early Steps Unit A HS Unit D Cunniff Unit D Lowell Unit D Unit B Rep

Sec. VIII Should a vacancy occur in any office of the Executive Board, said Board shall, by a majority vote, elect a qualified member of the Association to serve the unexpired term.

Should a vacancy occur among the Faculty Representatives on the Executive Board, the school faculty shall, by a majority vote, elect a qualified representative to serve the unexpired term.

Should a vacancy occur among the Instructional Assistants Representatives on the Executive Board, the members of the Instructional Assistant group at the elementary, middle, or high school shall, by a majority vote, elect a qualified representative to serve the unexpired term.

Should a vacancy occur on the PR&R Committee, the Executive Board and the remaining members of the PR&R shall, by a majority vote, elect a qualified member of the appropriate unit to serve until the next general election, at which time a member shall be elected by the entire membership for the remainder of the unexpired term.

Sec. IX All elections of officers of the Association shall be supervised by and conducted by an Election Committee. Said committee shall be open to all active members of the Association who are not seeking elective office.

Sec. X The Chairperson of the Election Committee shall notify all members of the Association of upcoming vacancies on the Executive Board and the PR&R Committee by the last WEA business day in March. Any member seeking office shall submit the following to the election chair: their name, school and position they intend to run for. The timeline for submissions and elections is as follows:

- a. last WEA business day in March (Tuesday) notification of open seats
- b. 1st WEA business day in April (Tuesday) deadline for submission of candidate names
- c. 2nd WEA business day in April (Tuesday) list of candidate names posted in each school
- d. 1st WEA business day in May (Tuesday) WEA Elections

Sec. XI The order of names of candidates on the ballot will be alphabetical.

Sec. XII Voting can be held electronically. If voting is not electronic. All votes for elective office in the Association shall be by secret ballot in place(s) designated by the Executive Board.

Sec. XIII Ballots shall be saved for one year following the election.

Sec. XIV No electioneering or solicitation of votes shall be allowed in any school building on election day.

Sec. XV In the event of a vacancy, if more than one member expresses an interest in running a special election should be held.

ARTICLE VIII

DUTIES OF OFFICERS AND BUILDING REPRESENTATIVES

Sec. I President

- a. He/she/they shall preside at all meetings of the Association and the Executive Board.
- b. He/she/they shall appoint all committees and may designate one member to act as a chairperson, unless otherwise provided for in the Bylaws.
- c. He/she/they shall be a member ex-ocio (with voting rights) of all committees with the exception of the Election Committee.
- d. He/she/they shall attend all School Committee meetings, and shall serve as a delegate to the MTA Annual Meeting.
- e. He/she/they shall serve as legislative and political liaison for local, state, and national activities.
- f. He/she/they shall prepare an agenda of all meetings over which he/she presides and distribute said agenda to all members involved three days in advance of the next meeting, whenever possible.

- g. He/she/they shall inform each member of the Executive Board as to the time, date, and place of the meetings.
- h. He/she/they shall assist new members of the Board in becoming acquainted with their duties and responsibilities.
- i. He/she/they shall perform all other functions usually attributed to this office.
- j. He/she/they shall be authorized to pay all bills of the Association up to the amount of Two hundred fifty dollars (\$250)
- k. He/she/they shall submit all bills of the Association in excess of Two hundred fifty dollars (\$250) to the Executive Board for approval of payment
- l. While the president of the WEA may engage in side conversations with a superintendent and/or school committee, no agreement shall be reached without prior approval of the Executive Board.

Sec. II First Vice President

- a. He/she/they shall preside at all meetings of the Association and the Executive Board in the absence of the President.
- b. He/she/they shall Chair the PR&R Committee.
- c. He/she/they shall report to the Executive Board at each Board meeting available information of the PR&R Committee not of a confidential nature.
- d. He/she/they shall perform other duties assigned by the President
- e. He/she will divide attendance of all school committee meetings with the 2nd Vice President.
- f. Shall attend ½ the scheduled meetings the President has with the superintendent.
- g. He/she/they shall attend the MTA Annual Meeting of Delegates.
- h. In years where there is a new president or the vice president is new he/she/they shall attend the training with the new president at the MTA summer conference. If they are unable to attend he/she/they shall contact the MTA representative about grievance training during their first six months.

Sec. III Second Vice President

- a. He/she/they shall preside at all meetings of the Association and the Executive Board in the absence of the President and the First Vice President.

- b. He/she/they shall serve as a community engagement officer for the Association.
- c. He/she/they shall acknowledge milestones and significant events of members as appropriate.
- d. He/she/they shall perform other duties assigned by the President.
- e. He/she/they shall attend the MTA Annual Meeting of Delegates.
- f. He/she/they shall maintain the WEA website and maintain a minimum of two social media outlets for the WEA.
- g. He/she shall create (if needed) and maintain a WEA website. If needed he/she/they can appoint a technology manager with approval from the executive board.
- h. He/she shall attend the MTA Annual Meeting of Delegates.
- i. He/she shall chair the scholarship committee.
- j. He/she/they will divide attendance of all school committee meetings with the 1st Vice President.
- k. He/she/they shall attend ½ the scheduled meetings the President has with the superintendent.

Sec. IV Treasurer

- a. He/she/they shall receive all monies due the Association.
- b. He/she/they shall be responsible for the billing of the membership for their annual dues or arrange for payroll deduction; shall bill agency fee members for agency fees; shall collect the dues and fees, and transmit amounts due the MTA and the NEA.
- c. He/she/they shall be responsible for informing the Executive Board in writing of those members whose dues are in arrears or those who have failed to join the Association or pay an agency fee as of November 1st.
- d. He/she/they shall deposit in a bank all monies received in the name of the Association, at the discretion of the President and with the approval of the majority of the Executive Board.
- e. He/she/they shall give a monthly written statement to the Executive Board as to the financial standing of the Association. The Treasurer shall give an annual written statement to the entire membership.

f. Prior to the October meeting of the Executive Board, he/she/they shall arrange for an independent audit in accordance with generally accepted auditing standards. Under those standards, it is required that the audit be planned and performed to obtain reasonable assurance about whether the financial statements are free of material misstatement. This audit shall include, but not be limited to, assessing the accounting principles used, the accuracy of dates recorded, the balance in the various bank accounts, and the reconciliation of the disbursements journal. This audit shall be signed by the auditor, approved by the Executive Board, and distributed to the membership, within thirty (30) days of receipt of the complete audit. An audited report shall be submitted to the Executive Board at the October meeting. The fiscal year shall run from July 1st to June 30th.

g. He/she/they shall file with the Labor Relations Board of the Commonwealth of Massachusetts a statement of condition.

h. He/she/they shall be bonded for an appropriate sum.

i. Shall make payment to the President at the monthly Executive Board meeting. All other officers will be paid in two installments (December and June) at the monthly Executive Board meeting.

j. When serving their first term he/she/they shall attend the new treasurer training at the MTA summer conference or contact the MTA office to set up a meeting with a staff member there.

Sec. V Secretary

a. He/she/they shall keep a complete and accurate record of the proceedings of all meetings of the Executive Board and all general meetings of the Association.

b. He/she/they shall email the minutes of the meetings and other documents.

c. He/she/they shall be responsible for keeping records of the order of business and the names of committees.

d. He/she/they shall have at hand at all meetings a copy of the Bylaws and a copy of Robert's Rules of Order Revised.

e. He/she/they shall authenticate all minutes, records, acts, etc., by his or her signature.

f. He/she/they shall issue a copy of the minutes of all Executive Board meetings and all general meetings of the Association to each member within ten working days of the meeting.

g. He/she/they shall perform other duties assigned by the President

Sec. VI Membership Chair

- a. He/she/they will identify Watertown Public School employees who come under contracts with the Association and attend the new membership orientation/sign up at the beginning of the school year.
- b. He/she/they shall compile a complete and up-to-date list of the membership, working in cooperation with the Treasurer.
- c. He/she/they shall keep a complete and up-to-date roll of membership.
- d. He/she/they shall assist the Treasurer in assessing accurate dues figures for individual members.
- e. He/she/they, in cooperation with the Faculty Representatives, shall see that each member is provided with an MTA membership card, a copy of the WEA contract, a copy of the Bylaws, and other membership materials.
- f. He/she/they shall work in cooperation with the President and the Treasurer in the collection of delinquent dues and agency fees.
- g. The membership chair will submit a written report at each Executive Board meeting.

Sec. VII Building Representatives

- a. Building Representatives shall assist the President in conducting the business of the Association.
- b. Building Representatives shall meet with new Association members assigned to them at the beginning of each school year and inform them about the Association and furnish them with current copies of the WEA contract and Bylaws. In addition, Faculty Representatives shall meet with new members as appropriate throughout the school year.
- c. Building Representatives shall assist the Membership Chair in compiling an accurate list of members.
- d. Building Representatives shall be responsible for distributing Association communications to the members assigned to them, charting their schools, keeping their members informed, and shall further act as a liaison for their assigned members to the Executive Board.
- e. Building Representatives shall attend all monthly Executive Board meetings or be responsible for an alternate.
- f. Building Representatives shall be required, at the discretion of the President, to serve on a minimum of one committee per year.

g. Building Representatives shall perform other duties assigned by the President.

Section IX. Transitions

At the expiration of their term, all officers of the WEA shall meet with their successors and provide them with a written status report. In addition, the President should provide his/her/their successor with the names of committees and committee members.

ARTICLE IX

PROFESSIONAL RIGHTS AND RESPONSIBILITIES

Sec. I There shall be a standing committee designated as the Professional Rights and Responsibilities Committee, hereinafter referred to as the PR&R Committee.

Sec. II The purpose of the PR&R Committee shall be to promote and protect human, civil, and professional rights and responsibilities of teachers as prescribed in the General Laws of the Commonwealth of Massachusetts, Chapter 150E, July 1, 1974, as amended.

Sec. III The PR&R Committee shall be responsible for assisting employees in the processing of individual grievances and for representing the WEA in the processing of class action grievances.

Sec. IV The PR&R Committee shall have the sole authority to determine if a grievance shall be sent to arbitration. Before making its decision, the PR&R Committee shall notify the grievant of the date, time, and location of the meeting at which it will consider its recommendation. The grievant has the right to be present and heard at the PR&R meeting. The PR&R Committee shall consider the matter in accordance with contractual timelines.

Sec. V PR&R Structure

a. The elected PR&R shall be composed of twelve (12) members:

Senior High School teachers, one (1)

Middle School teachers, one (1)

Elementary School teachers, three (3), one from each school

Preschool Teacher (1)

Instructional Assistants, six (6), one member from each school.

b. In September, the PR&R Committee shall elect a secretary.

c. No member shall serve on the PR&R unless he/she/they has attained professional status. Other than the First Vice President, no member of PR&R can be a member of the Executive Board.

Sec. VI There shall be a standing committee designated as the Unit B Professional Rights and Responsibilities Committee.

Sec. VII The purpose of the Unit B PR&R Committee shall be to promote and protect human, civil, and professional rights and responsibilities of Curriculum Coordinators/Administrators (Unit B) as prescribed in the General Laws of the Commonwealth of Massachusetts, Chapter 150E, July 1, 1974, as amended.

Sec. VIII The First Vice President shall serve as Chair of the Unit B PR&R Committee.

ARTICLE X

OTHER COMMITTEES

Sec. I A Negotiating Committee for Units A, B, and D shall be established by the President. It shall consist of a minimum of eight (8) WEA members in good standing from the various units and levels (4 unit A, 4 unit D, and 2 unit B members). Additional members shall be appointed by the President as deemed necessary. Through this Committee, the School Committee, Superintendent, and Watertown Educators Association shall confer in good faith to reach agreement over the establishment or modification of policy or questions arising thereunder, dealing with salaries, hours, or conditions of professional service, and other matters which affect the quality of the educational program.

Sec. II A Contract Action Team Chair (CAT) and Contract Action Team Unit D Liaison shall be designated by the Negotiation Chair. The CAT Chair and the Liaison shall attend all negotiation meetings as silent representatives. The CAT chair shall also be responsible for working closely with the 2nd Vice President to help design postings to the WEA social media pages.

Sec. III An Election Chair shall be designated by the President. It shall consist of a minimum of two (2) members of the Association in good standing.

Sec. VI If the Executive Board decides to endorse candidates in the local elections, then an endorsement recommendation committee chair shall be elected by majority vote from the executive board and a committee will be formed. The endorsement recommendation committee will survey and interview the candidates and make recommendations to the executive board for who to endorse in local elections. The Executive Board will by a majority vote make all final decisions to give candidates a WEA endorsement. Endorsement announcements will be made after the September Executive Board Meeting. The

Endorsement Recommendation Committee Chair shall ensure that WEA Watertown voters are included on the WEA endorsement committee.

Sec. V Other committees shall be established by the President from time to time as deemed necessary.

Sec. VI All committee chairpersons or their designees shall report to the Executive Board.

Sec. VII All standing committees shall be dissolved within thirty days of the start of a new President's term of office.

ARTICLE XI

MEETINGS

Sec. I There shall be at least one meeting of the entire membership each year.

Sec. II Special meetings of the entire membership of the Association may be called by the President, by a majority vote of the Executive Board, or by petition of ten (10) members, in good standing, to the President.

Sec. III Executive Board meetings shall be held on the second Tuesday of each month during the school year.

Sec. IV PR&R meetings shall be held on the first Tuesday of each month during the school year.

ARTICLE XII

PRESENTATION AND VOTING OF AN AGREEMENT

Sec. I When any Agreement is to be voted upon by those covered by said Agreement, it must first be presented at a General Meeting of the Association open to all persons covered by the Recognition Clause of said Agreement, and time shall be allowed for these individuals to ask questions regarding the Agreement.

Sec. II Copies of the Tentative Agreement shall be made available to the membership at least five (5) calendar days prior to the General Meeting at which it is to be presented.

Sec. III The conduct of the meeting shall proceed according to the following rules.

a. The President shall act as Chair of the meeting and put the question(s) before the body and provide for presentations in an orderly manner.

Sec. IV Voting on an agreement can take place in person or votes can be collected electronically.

Sec. V Voting shall begin at the General Meeting when no member wishes to speak, or when the members present by a two-thirds (2/3) vote close debate, or two (2) hours after the beginning of debate, whichever comes first.

Sec. VI A majority of those members voting shall be necessary for acceptance.

ARTICLE XIII

DUES

Sec. I Annual dues for active membership in the Association shall consist of annual current assessment of the local Association plus individual membership fees for membership in the Massachusetts Teachers Association and the National Education Association. Any changes to the local dues must be presented to the Executive Board and will require a simple majority vote.

Sec. II Annual dues for membership of the seven (7) elected officers and the PR&R Chairperson in the local, state, and national Associations shall be paid from the WEA treasury. Dues payments shall be contingent upon regular attendance, the recommendation of the President, and the concurrence of the Executive Board.

Sec. III Annual dues of the PR&R Committee members shall be reimbursed by the WEA. Dues payments shall be contingent upon regular attendance, the recommendation of the President, and the concurrence of the Executive Board. Method of payment shall be reimbursement after the fact, but no later than June 15th.

Sec. IV Annual dues of the Building Representatives shall be paid by the local Association. Dues payments shall be contingent upon regular attendance, the recommendation of the President, and the concurrence of the Executive Board. Method of payment shall be reimbursement after the fact, but no later than June 15th.

Sec. V Annual dues of the immediate Past President (if an ex-officio member of the Executive Board) shall be paid by the local Association.

ARTICLE XIV

SALARIES

Sec. I The salary of the President shall be 1,200 per month.

Sec. II The salary of Co-Presidents shall be 600 per month

Sec. III The salary of the 1st Vice President shall be \$350 per month

Sec. IV The salary of the 2nd Vice President shall be \$350 per month

Sec. V The salary of the Treasurer shall be \$500 per month

Sec. VI The salary of the Secretary shall be \$125 per month

Sec. VII The salary of the Membership chair shall be \$300 per month

Sec. VIII During negotiations, each member of the negotiating committee will receive a stipend of one thousand dollars (\$1000) per school year. The Negotiation Chair (unit A) will receive a stipend of two thousand dollars (\$2000) per school year. The Negotiation Chair (unit D) will receive a stipend of one thousand five hundred dollars (\$1500) per school year. The Negotiation Chair (unit B) will receive a stipend of one thousand five hundred dollars (\$1500) per school year. The method of payment will be one lump sum payment once an MOA has been reached. If negotiations last longer than a school year, salary will be prorated on a monthly basis.

Salaries are contingent upon attendance. If any officer has more than two (2) unexcused absences their salary may be prorated.

ARTICLE XV

QUORUM

At general meetings of the Association, a quorum shall consist of twenty-five (25) percent of the members of the Association. Voting shall be by ballot. When a quorum cannot be met, then voting may proceed at individual buildings at the discretion of the President.

ARTICLE XVI

AMENDMENT AND REVISION

Sec. I These Bylaws may be amended by a meeting of the members by a two-thirds (2/3) vote of those present and voting at a general meeting of the Association where quorum has been reached. Voting can take place in person or collected via an online platform. Copies of the revision and written notice of the meeting shall be given to the membership at least ten (10) calendar days prior to the meeting date.

Sec. II Amendments to these Bylaws shall become effective immediately unless indicated otherwise.

ARTICLE XVII

PARLIAMENTARY AUTHORITY

Robert's Rules of Order Revised shall be the parliamentary authority for deciding all questions not covered by these Bylaws.

ARTICLE XVIII

DISSOLUTION AND LIQUIDATION OF THE ORGANIZATION

In the event of the dissolution and liquidation of the Corporation, and prior to the completion thereof, all of the assets, property, income, and other funds of the Corporation, not owned or held upon a condition requiring return, transfer, or conveyance by reason of dissolution will be divided equally among the active membership.

APPENDIX A:

STIPENDED POSITIONS
Negotiation Team Chair
Negotiation Team
Election Chair (s)
Contract Action Team Chair
Contract Action Team Unit D Liaison
Endorsement Recommendation Committee Chair
Technology Manager