

Mendon-Upton Regional Teachers Association BYLAWS

REVISION DRAFT 5/13/20

ARTICLE I NAME AND AFFILIATION

Section 1. The name of the association shall be The Mendon-Upton Regional Teachers Association referred to as “MURTA” or the “Association.”

Section 2. No person shall be admitted to or be continued as an active member in MURTA who is not also a member of the Massachusetts Teachers Association and the National Education Association.

ARTICLE II OBJECTIVES

We, the members of this Association, in order to fulfill our responsibilities to society and to our profession, do hereby establish the general objectives of maintaining and improving the quality of education for all, and of upholding the high professional standards and advancing the socio economic well-being of educators.

ARTICLE III MEMBERSHIP

Section 1. Membership in the Association shall be classified as Active, Associate, and Retired and shall be available to those who pay the prescribed dues.

- A. Active members shall be defined as individuals
 1. Who are engaged in work of a professional nature in the field of education or

2. Who are employed as educational support personnel referred to as “ESPs” such as administrative assistants and custodians hired by the Mendon-Upton School District referred to as the “District” and shall be associate members of MURTA.
 3. Who hold membership in the local affiliated association if such membership is available.
 4. Who hold a baccalaureate degree or higher and a certificate of eligibility to hold same from a proper certifying authority, where required, or are qualified and certified as teachers by the Massachusetts Department of Elementary and Secondary Education, the Commonwealth of Massachusetts, or for ESPs hired in a permanent capacity by the District and not as substitute or short term workers.
- B. Only active members, as defined in Section 1A of this Article, shall have the privilege of voting and holding office in the Association and shall comprise the general membership.

ARTICLE IV DUES

Section 1. Local dues for active members shall be \$150.00 per year. MTA and NEA dues are additional.

Section 2. Local dues for associate members (ESPs) shall be \$150.00 per year.

Section 3. Local dues for retired members shall be waived.

Section 4. Dues may be changed by a two-thirds vote of a general meeting, providing the proposal has been posted in accordance with the amendment procedure in Article XIV.

ARTICLE V OFFICERS

Section 1. The officers of MURTA shall be a President (or Co-Presidents), a Past President, a Vice President, a Recording Secretary, a Treasurer, a Grievance Chair, and a Chairperson of Educator Evaluation. Their terms of office shall run from July 1st to June 30th. Members interested in running for office must notify the President(s) in writing or e-mail no later than two weeks before the spring general membership meeting which shall be held during the first week in June. All members are eligible to hold office.

Section 2. The Association offices of President (Co-Presidents), Past President, Vice President, Recording Secretary and Treasurer shall be elected at the spring general membership meeting which shall be held during the first week in June. They shall be elected by a simple majority vote of the members present at the time of the vote. Members shall be considered present who attend the meeting in person or remotely. The meeting shall take place at 4:00 pm. Eligible members *on leave* may vote via email on the day of the vote. The email vote must be received by the President (Co-Presidents) no later than 3:30 pm.

Section 3.

- A. The President (co-Presidents) and Vice President shall serve for one year and may run for re-election.
- B. The Recording Secretary and Treasurer shall serve for one year and may run for re-election.

Section 4. The President(s)

- A. Shall be the Executive Officer of MURTA and shall be an ex officio member of all MURTA committees.

- B. Shall preside over meetings of the Executive Board and the general membership.
- C. Shall appoint, with approval of the Executive Board, the Chairpersons of all committees, with the exception of the Negotiations Team formerly known as the PR&R Committee.
- D. Shall, with the approval of the Executive Board, establish special committees.
- E. Shall attend all monthly Executive Board meetings and meetings of the general membership.
- F. Shall prepare a tentative agenda for the Executive Board meetings and general membership meetings.
- G. Shall offer to meet with the Superintendent of Schools regarding Association concerns on a monthly basis.
- H. Shall take responsibility, in case of emergency, to sign checks for the Association.
- I. Shall attend School Committee meetings at least once per month and in addition to the School Committee's Open Budget Hearing.
- J. Shall participate in the community service efforts of the MURTA.
- K. New Presidents shall, if possible, attend the New Presidents Academy at MTA's Annual Summer Conference.
- L. Shall perform all other functions usually attributed to this office.

Section 5. Past President

- A. Shall advise and counsel the President(s) on all matters related to leading the Association including the planning of Executive Board meetings, past practices, ongoing concerns, and contract issues.
- B. May attend monthly Executive Board meetings.

- C. Shall attend meetings of the general membership.
- D. Shall attend meetings with the Superintendent of Schools regarding Association concerns as needed.
- E. Shall attend one School Committee Meetings annually in addition to the School Committee's Open Budget Hearing.
- F. Shall participate in the Community Service efforts of the MURTA.
- G. The term of office is concurrent with the term of office of each succeeding President or Co-Presidents and shall not exceed a term of one year.
- H. In the event of Co-Presidents, only one person may be appointed as Past President. If both Co-Presidents request the position, they must notify the Executive Board in writing prior to the spring general meeting. The appointment shall be made by the sitting Executive Board at a special meeting held prior to June 30th.

Section 6. Vice President

- A. Shall attend all monthly Executive Board meetings and meetings of the general membership.
- B. Shall preside over meetings in the absence of the President.
- C. Shall inform the President and the Executive Board of impending deadlines as found in the Bylaws, as well as time-lines for the smooth operation of Board and Committee work.
- D. Shall serve as a liaison between the President and the standing committee chairpersons with written committee responsibilities.
- E. Shall attend New Teacher Orientation.
- F. Shall offer to meet with the Superintendent of Schools regarding Association concerns on a monthly basis.
- G. Shall attend four School Committee meetings annually in addition to the School Committee's Open Budget Hearing.

- H. Shall participate in the community service efforts of the MURTA.
- I. Shall perform all other functions usually attributed to this office.

Section 7. Recording Secretary

- A. Shall attend all monthly Executive Board meetings and meetings of the general membership.
- B. Shall keep accurate minutes of all meetings of the Executive Board.
- C. Shall maintain all current, official, MURTA files and Bylaws and have access to past files.
- D. Shall distribute a list of officers, Executive Board members, and Negotiation Team members, Bylaws, and a copy of policies to at least one building representative each September, for posting on MURTA bulletin boards.
- E. Shall maintain an Executive Committee and PR&R (Negotiations Team) Roster.
- F. Shall send a list to the Superintendent's Office of those members who should receive agendas and minutes of School Committee meetings.
- G. Shall contact the Superintendent requesting that copies of all public documents distributed to the School Committee members be sent to the President and Recording Secretary.
- H. In the absence of a WebMaster, shall update the following sections of the Association's web page: Agendas, Minutes, Meetings with the Superintendent, and shall receive updates from the Chair of the Negotiations Committee for posting on this web page.
- I. Shall offer to meet with the Superintendent of Schools regarding Association concerns on a monthly basis.

- J. Shall attend four School Committee meetings annually in addition to the School Committee's Open Budget Hearing.
- K. Shall participate in the Community Service efforts of the MURTA.
- L. Shall perform all other functions usually attributed to this office.

Section 8. Treasurer

- A. Shall attend all monthly Executive Board meetings and meetings of the general membership.
- B. Shall hold the funds of the Association and disperse them in accordance with budgeted authorization.
- C. Shall keep an accurate account of receipts and disbursements, and shall report balances in writing at each Executive Board meeting and general membership meeting.
- D. Shall have all non-authorized disbursements over \$100.00 approved by the Executive Board
- E. Shall prepare an annual financial statement for publication to members as directed by the Executive Board.
- F. Shall provide records for audits.
- G. Shall have custody of the funds belonging to the Association, and deposit them in the name of MURTA in any appropriate financial institution legally authorized to do banking and/or investment business in Massachusetts.
- H. Shall prepare tax documents in accordance with government regulations.
- I. Shall prepare a Treasurer's Report to be received monthly by the Executive Board.
- J. Shall attend, whenever possible, treasurers training sessions offered by MTA.
- K. Shall offer to meet with the Superintendent of Schools regarding Association concerns on a monthly basis.

- L. Shall attend four School Committee meetings annually in addition to the School Committee's Open Budget Hearing.
- M. Shall participate in the community service efforts of the MURTA.
- N. Shall perform all other functions usually attributed to this office.

Section 9. Grievance Chairperson

- A. The Grievance Chairperson shall be nominated by the President or Co-Presidents and approved by the Executive Board. The Chairperson may or may not be reappointed at the end of a one-year term.
- B. Shall attend all monthly Executive Board meetings and meetings of the general membership.
- C. Shall be a member of the PR&R Committee in an advisory capacity.
- D. Shall safeguard the contract and will support members' Weingarten Rights.
- E. Shall be responsible for assisting members in the processing of individual grievances and for representing MURTA in the processing of class action grievances.
- F. May propose changes in contract language to the Executive Board and/or PR&R Committee .
- G. Shall be responsible for the record keeping and collection of all grievances and related documentation relative to contract maintenance.
- H. Shall keep the Executive Board informed regarding current grievances.
- I. Shall attend all meetings where representation of the grievant is necessary including but not limited to Weingarten hearings, meetings with administration, and School Committee meetings.

- J. Shall attend MTA trainings concerning contract maintenance, grievances, negotiations, etc. whenever possible.
- K. Shall perform all other functions usually attributed to this office.
- L. Shall participate in the community service efforts of the MURTA.

Section 10. Chairperson of the Negotiations Committee.

- A. Shall attend all monthly Executive Board meetings and meetings of the general membership.
- B. Shall be appointed by the Negotiations Committee and approved by the President.
- C. Shall serve a one year term as Chairperson while serving a three year term as a member of the Negotiations Committee.
- D. Shall act as the Chair of negotiations and will fulfill all other functions usually attributed to this office.
- E. Shall submit quarterly updates (at a minimum) on negotiations progress (during a regular negotiations year or when the contract has been opened) to the Secretary for publication on the Association's web page.
- F. Shall serve as a liaison between the Negotiations Committee and the Superintendent regarding negotiations and contract concerns.
- G. Shall update the President on all issues including negotiations, contract concerns, etc. in a timely fashion.
- H. Shall maintain communication with the MTA uni-serve representative regarding negotiations and contract concerns.

- I. Shall safeguard the contract and will support members' Weingarten Rights.
- J. Shall attend MTA trainings concerning contract maintenance, grievances, negotiations, etc. whenever possible.
- K. Shall offer to meet with the Superintendent of Schools regarding Association concerns on a monthly basis.
- L. Shall attend four School Committee Meetings annually in addition to the School Committee's Open Budget Hearing.
- M. Shall participate in the Community Service efforts of the MURTA.

Section 11. Chairperson of Educator Evaluation

- A. The Chair of Educator Evaluation shall be appointed by the Executive Board. The Chair may or may not be reappointed at the end of a one year term.
- B. Shall be the liaison between the district Teacher Evaluation Committee and the Association.
- C. Shall attend all monthly Executive Board meetings and meetings of the general membership.
- D. Shall safeguard the education evaluation portion of the contract and will support members' Weingarten Rights.
- E. Shall be responsible for assisting employees in the processing of individual grievances and for representing MURTA in the processing of class action grievances as they relate to the education evaluation portion of the contract.
- F. May recommend to the Executive Board changes in contract language as it relates to the educator evaluation portion of the contract.
- G. Shall keep the Executive Board informed regarding current educator evaluation grievances.

- H. Shall attend all meetings where representation of the educator evaluation grievant is necessary including but not limited to Weingarten hearings, meetings with administration, and School Committee meetings.
- I. Shall attend MTA trainings concerning educator evaluation system whenever possible.
- J. Shall perform all other functions usually attributed to this office.
- K. Shall participate in the community service efforts of the MURTA.

Section 12. Officers shall have first preference for opportunities to be Annual Meeting Delegates and to attend MTA Leadership Conferences.

Section 13. Resignations shall be made in writing to the President.

Section 14. Vacancies shall be filled by the Executive Board for the remainder of the term.

ARTICLE VI COMPENSATION OF OFFICERS

Section 1. MURTA shall post the compensation of officers for the succeeding school year no later than April 15th.

ARTICLE VII EXECUTIVE BOARD

Section 1. The Executive Board shall consist of officers per Article V section 1, building representatives, the chairperson of the negotiations team and the WebMaster. If a Past President is elected, the Past President is a non-voting member of the Executive Board. The WebMaster is a non-voting member of the Executive Board. The Executive Board shall be the executive authority of MURTA. Each voting member of the board shall have one vote, regardless of the number of positions the member holds on the Executive Board.

Section 2. Powers and Duties

- A. The Executive Board shall be responsible for the management of MURTA and shall carry out its policies.
- B. It shall report its transactions to the general membership and suggest policies for the consideration by the membership.
- C. It shall establish policies as necessary.
- D. It shall approve special committees as recommended by the President.
- E. It will receive from the President, copies of each audit of the Association's finances, and will accept or reject the audit report.
- F. With a majority vote and at the Board's discretion, funds held in certificates of deposit (CDs) may be withdrawn for funding Association activities.
- G. An attempt will be made to hold at least 50% of annual payroll expenses (stipends, dues reimbursement, payroll taxes, workers compensation insurance) in a savings CD by depositing excess funds as possible.
- H. Whenever a majority of the Executive Board agree that an officer is incapacitated, or has been grossly negligent in his/her duties as defined by these Bylaws, the Board shall vote that this office is declared vacant and elect a replacement to fill the unexpired term.

ARTICLE VIII BUILDING REPRESENTATIVES

Section 1. Elections

- A. In each school, faculty members who are in good standing shall elect 2 faculty member representatives. A member shall be considered as employed in the building where the greatest portion of his/her time is spent.
- B. Elections shall be held at the spring general membership meeting which shall be held during the first week in June.
- C. The term of office shall be one year.
- D. In the event of a vacancy, a special election shall be conducted immediately within the building.

Section 2. Responsibilities

- A. Shall attend the meetings of the general membership and all monthly Executive Board meetings.
- B. In case of absence, a building representative may appoint another member from their school to vote in his/her place.
- C. Shall safeguard the contract and will support members' Weingarten Rights.
- D. Shall be responsible for distributing communications to the members (through the use of personal email addresses and staff mailboxes) and keeping MURTA members informed by acting as a liaison between members in the building and the Executive Board.
- E. Shall hold monthly meetings with their building principal. Meetings are to be scheduled in advance at a mutually convenient time. Building representatives will notify the President(s) of the meeting schedule and will report to the Executive Board regarding building issues.
- F. Shall prepare an agenda for and hold quarterly building meetings.
- G. Shall maintain bulletin boards in each school.
- H. Post all Memorandums of Agreement or proposed Bylaw changes in their respective buildings.

- I. Shall serve as liaison between any grievant and the Grievance Chair throughout the grievance process.
- J. Shall attend one School Committee meeting annually in addition to the School Committee's Open Budget Hearing.
- K. Shall participate in the community service efforts of MURTA.
- L. Resignations shall be made in writing to the President.

Article IX WebMaster

- A. Shall be appointed by the President and approved by the Executive Board. The WebMaster may or may not be reappointed at the end of a one year term.
- B. Shall attend all monthly Executive Board meetings and meetings of the general membership.
- C. Shall update the Association Webpage monthly to reflect the latest agendas, minutes, treasurer report, etc.
- D. Shall update the website as needed and/or as requested by any of the Executive Board officers or committee chairpersons.
- E. Shall utilize the MURTA mailserver (MailChimp) to send emails to members when requested by the President(s)
- F. Shall keep updated on any technological advances available through MTA and will work to ensure that our website is reflective of the most up-to-date technology.
- G. Shall serve as a liaison between MTA Communications and the MURTA Executive Board.
- H. Shall update the President(s) on all issues concerning the Association's web page.
- I. Shall attend one (1) School Committee meeting annually in addition to the School Committee's Open Budget Hearing.
- J. Shall participate in the Community Service efforts of MURTA.

ARTICLE X MEETINGS

Section 1. General Membership Meetings

- A. There shall be at least two general membership meetings each year which shall be determined by the Executive Board. One shall be held at the start of the school year. The second meeting shall be held in the spring during the first week in June. The President (Co-Presidents) shall prepare a tentative agenda for each meeting and circulate it to all members to review prior to the meeting.
- B. Special meetings of the membership may be held at the call of the President(s) or upon written request to the Executive Board from 5% of the membership. Business to come before the special meetings must be slated in the call, which shall be sent in writing to each Building Representative for distribution to members. Business shall be confined to these terms.
- C. General membership and special meetings may be held as a virtual meeting with remote participation by its members. Remote participation shall include telephone, Internet, or audio or video conferencing, or any other technology that enables the remote participants and all people present at the meeting location to be clearly audible to one another.

Section 2. Executive Board

- A. The Executive Board shall meet at least monthly during the school year on a schedule to be determined by the President(s). Executive Board meetings may be held as virtual meetings with remote participation by its members.

If a virtual meeting shall be held, the President (Co-Presidents) shall authorize a virtual meeting format. A quorum of three members may also request additional meetings.

- B. Executive Board meetings shall be open to the general membership.
- C. The Executive Board may, after a majority vote of its members' present in person or remotely, move into executive session.
- D. Notice of Executive Board meetings shall be posted prior to the meeting.

Section 3. Quorum

- A. A quorum for Executive Board meetings shall be 40% of the members whether in attendance in person or remotely.
- B. A quorum for general membership meetings shall be 10% of the members whether in attendance in person or remotely.

ARTICLE XI CONTRACT RATIFICATION

- A. The contract is ratified by a simple majority vote of the membership. The vote may take place in person or remotely.
- B. An amendment or memorandum of agreement to the contract is ratified by a simple majority of the membership. The vote may take place in person or remotely.

Article XII STANDING COMMITTEES

Section 1. The following standing committees shall be appointed at the spring meeting of the general membership.

- A. Professional Development Committee shall develop professional recommendations regarding in-service workshops and courses.
- B. The Negotiations Committee shall consist of a maximum of 12 members and shall be reflective of the membership population in each school (at least 2 from each building) representing teachers of general education; special education; and subject specialists. (For example: Nipmuc - 4, Miscoe - 4, Clough - 2 and Memorial - 2.) Their duties are as follows:
 - 1. Negotiate the professional contract for the Association.
 - 2. Submit all recommendations concerning contractual wording to the general membership for approval.
 - 3. Submit all contractual changes in writing at least 10 days prior to the annual meeting.
 - 4. In case of a tie vote concerning ratification, the Executive Board will cast the deciding vote.
 - 5. Will serve a term of three years.
 - 6. The Executive Board can appoint any member to fill an open position.
- C. Hospitality Committee shall consist of one member from each school to share the concern and personal regards of the Association to MURTA members who have experienced personal illness, immediate family deaths, or accidents. These members may petition the Executive Board for funds to support social events.
- D. Annual Scholarship Committee shall be open to any member to decide on scholarship distribution.
- E. Dinner Committee shall consist of one member to purchase a dinner gift certificate. Dinner Certificates will be awarded

to one member in each building, at random, who is in attendance at the quarterly building meetings.

- F. Retirement Committee shall be open to any members who wish to help with the annual Retirement Party.
- G. Educator Evaluation Committee, led by the Chair of Educator Evaluation, shall be open to any member who wishes to offer input and negotiate an equitable and useful instrument for teacher evaluations.
- H. Calendar Committee shall be open to any member who wishes to help decide on calendar considerations.
- I. Technology Committee shall be open to any member who wishes to help determine the technological needs of the district and to offer input concerning the impact of technology and its integration on teaching and learning.

ARTICLE XIII DELEGATES TO THE CONVENTION

The Association may send no more than 4-6 delegates to the Annual Convention of the Massachusetts Teachers' Association. MURTA will assume the cost of registration and room fees. Executive Board members will be given first preference.

ARTICLE XIV RULES AND PROCEDURES

Section 1. Robert's Rules of Order, current edition, newly revised, shall be the authority of MURTA.

Section 2. The President(s) may appoint a parliamentarian who shall attend the general membership meeting.

Section 3. The membership year and the business year shall be July 1st to June 30th.

Section 4. Membership to this Association is open to enrollment year round.

ARTICLE XV THE AMENDMENT PROCESS

These bylaws may be amended by a two-thirds vote of the members present **in person or remotely** at any general membership meeting of MURTA, provided that copies of the proposed amendments have been suitably posted in all buildings **or posted on the MURTA website** at least one calendar week in advance of the general membership meeting.