

Constitution of the

BROCKTON EDUCATION SUPPORT PROFESSIONAL ASSOCIATION

BESPA – Local 545
Revised 2022-2023



ARTICLE 1 - ORGANIZATION

The Brockton Education Support Professional Association shall hereinafter be referred to as the Association.

Article II - Objectives

The objectives of the Association shall be to utilize the Association as a common voice and to secure and maintain necessary salaries, benefits, and other conditions of employment.

Article III – Affiliations

This Association shall be affiliated with the Massachusetts Teachers Association (MTA) and the National Education Association (NEA).

Article IV – Membership

Section 1: All Brockton Paraprofessionals and Monitor Teachers in the employ of the Brockton School Committee shall be eligible for membership upon payment of dues. The membership year shall be from September 1 until August 31.

Section 2: All members of the Association shall be required to join the MTA and the NEA.

Section 3: None but active members may attend business meetings, sign nomination papers, vote, or hold office in the Association.

Section 4: The Association shall submit annually to the MTA prior to July 1:

- A. A list of its officers and their addresses on the form furnished by the MTA.
- B. A copy of its updated Bylaws. A duplicate of the Bylaws shall be sent to the regional MTA office that services the Association.

Article V – Officers

Section 1: The officers of the Association shall be: President, Vice President, Secretary, and Treasurer. The term of office shall be from September 1 until August 31 of the following year. In the event an officer is unable to fulfill the responsibilities of the position, the Executive board shall appoint an interim officer to fill the vacancy until a special election is held. This person shall be subject to confirmation by the Representative Council at the next scheduled meeting.

Section 2: Powers and duties of the officers shall be:

A President:

1. The President shall preside over all meetings of the Executive Board and the general membership.
2. S/he shall appoint the Chairperson and members of standing committees and special committees with the approval of the Executive Board and the Representative Council.
3. S/he shall be the Executive Director of the Association.
4. S/he shall perform all other functions usually attributed to this office and shall serve on all committees' ex-officio.
5. S/he will be required to understand all contract language for any collective bargaining agreements within the local.
6. S/he will understand the grievance and arbitration process and ensure all requisite timelines are complied with.
7. S/he will be required to speak in front of the School Committee in all pressing matters affecting the union.
8. S/he will be required to attend all contract bargaining sessions.
9. S/he will attend at least three (3) MTA training and/or business meetings annually (e.g., All-President's Meeting, MTA Annual Meeting, Winter Skills, Summer Conference, ESP Conference etc.)
10. Arrange to have all training needs of the union met in conjunction with the MTA Field Representative (e.g., Building Representative training, negotiations training, grievance training, Treasurer training, Secretary training, Parliamentary procedure training, etc.)
11. Approval of minutes from General Membership Meeting and Representative Counsel Meeting.
12. Chair all meetings.

B Vice President:

1. The Vice-President shall serve in the absence of or at the discretion of the president.
2. S/he shall assume the Presidency in the event the President resigns or is unable to fulfill the duties of the office and will be compensated accordingly.
3. S/he shall assume responsibility for Hospitality Correspondence. In the event of the death of an employee; s/he shall send flowers costing approximately \$75-\$100 to the family. In the event of a death in the family of an employee, a card of condolence will be sent.
4. S/he will be required to understand all contract language for any collective bargaining agreements within the local.
5. S/he will attend at least three (3) MTA training and/or business meetings annually (e.g., All-President's Meeting, MTA Annual Meeting, Winter Skills, Summer Conference, ESP Conference etc.)

S/he will be responsible for the maintenance of all web-based communication platforms including the establishment of an MTA based website for the union.

6. S/he will be responsible for providing no less than thirty (30) days' notice of all elections of union officer and MTA Annual Meeting delegate elections.

Such notice will include: (A) reference to the section of MTA or BEPA by-laws under which the election is being conducted pursuant to; (B) the roles up for election; (C) the term of all positions for which election is being held; (D) any compensation or reimbursement associated with the position; and (E) the duties of every position for which election is being held, as set forth in the relevant by-laws, or in the absence of the availability of an official description, a detailed summary written by the Vice-President.

7. Assist the President as requested.

C Secretary

1. The Secretary shall record accurate minutes of all meetings of the Executive Board and of the General Membership meetings.
2. S/he shall maintain official files and shall assist the President with all correspondence of the Association.

3. S/he shall issue notice of all meetings at the request of the President.
4. S/he will be required to understand all contract language for any collective bargaining agreements within the local.
5. S/he will be required for ensuring all elections and votes are conducted on schedule, for printing ballots, for bringing a secure ballot box to the voting location for arranging for uninterested parties to count the ballots, for announcing the results to the membership, and maintaining record of all votes for a period of seven (7) years from the date of the vote in facilities furnished by the union.
6. S/he shall maintain all records of grievance settlement, contract settlement, arbitration decisions, and any similar record needed to ensure consistent enforcement of the terms of agreements administered by the union.
7. S/he will maintain an up-to-date personal contact list, including personal email, personal phone number, and home address, for all bargaining unit members.
8. S/he will be required to book all meeting locations and secure necessary permits.
9. Maintain orderly records of all votes taken to approve financial transactions of the local for a period of seven (7) years in union furnished facilities.
10. Draft and provide an agenda to all members at the BEPA Annual Meetings (Election and General) according to the following format as may be revised from time to time in the latest edition of Robert's Rules of Order:
 - A. Reading and approval of minutes from the prior meeting
 - B. Reports of officers, boards (e.g., Building Representative Counsel, Executive Board), and standing committees (e.g., Negotiations Committees, etc.)
 - C. Reports of special committees
 - D. Special orders
 - E. Unfinished business and general orders
 - F. New business
11. By-laws may be revised from time to time at General meetings of the full BESPA membership or majority membership in attendance. By-Laws will be available and maintained on the union website for membership to review.
12. Provide timely notice to the members of noteworthy events within the union including advance notice of MTA Annual Meeting, each BESPA.

annual meeting, Building Representative elections, votes of any kind, and the like.

C Treasurer

1. The Treasurer shall hold all funds of the Association.
2. S/he shall assume responsibility for the collection of annual dues and the transmittal of state and national dues in accordance with established procedure.
3. S/he shall submit to the President and Secretary an accurate monthly updated membership list.
4. S/he shall disburse funds as authorized by the President and/or the Representative Council.
5. S/he shall prepare and submit monthly financial statements to the Officers, Representative Council and submit an annual report to the general membership.
6. S/he will be responsible for the timely processing of all official forms related to regulatory compliance including but not limited to W-2's; W-3; 941; 990's; LOS reports with the MTA; payment to public authorities; and the payment of stipends and maintain orderly records of the same for a period of seven (7) years in union furnished facilities.
7. Conduct all financial transactions of the union, including the prudent management of union reserves, and maintain orderly records of the same.
8. Seek approval from the Executive Board for any transaction.
9. Furnish orderly monthly financial reports and supporting documentation for examination by any member of the union who so desires at all meetings of Building Representatives or the General Membership.
6. S/he shall chair the Finance Committee.
7. S/he shall be bonded at the expense of the Association.

Article VI – The Executive Board

The Executive Board shall consist of the Officers, and two (2) members of the Representative Council to be chosen by vote of the Representative Council at their first meeting of the school year.

- Section 1: The Executive Board will be convened by request of the President, or by request of at least 1/3 of the Executive Board.
- Section 2: Executive Board approval will be required for all expenditures of BESPA funds except that reasonable reimbursement requests from Officers for expenses incurred in the course of the performance of duties set forth in these bylaws will not be subject to denial. Such reimbursement requests will not be deemed “reasonable” if they exceed fifty (50) dollars or if the Executive Board deems the expense incurred to be unnecessary for the performance of their duties.

Article VII –Representative Council

The Representative Council shall be that group representing the interests of all members, empowered to ratify or reject decisions made by the Executive Board unless otherwise specifically stated in these by-laws.

- Section 1: There shall be up to two (2) Building Representatives from the High School and one (1) Building Representative from each school in the city. No Officer may serve as the Building Representative.
- Section 2: The Building Representative(s) shall be elected by the BEPA members in each individual building during the second week of school in September. The name of each Representative so elected must be submitted to the Secretary of the Association by the individual so elected by September fifteen.
- Section 3: The Building Representatives shall be responsible for informing the members, either at a building meeting or in writing within five days, of all Association business; and they shall be responsible for the distribution of any Association material. The Representatives shall act as liaison from the members in their building to the Executive board.

Section 4: Any Building Representative absent without valid reason for three (3) meetings will be removed. A special building election would then take place within seven (7) days to elect a new Building Representative.

Section 5: Building Representatives will attend all meetings of the BEPA Representative Council and both BEPA annual meetings.

Section 6: Building Representatives will be responsible for addressing all workplace issues including: attending investigatory meetings for members employed in their building, resolving issues which arise within the building directly with administration, and contacting the President when further assistance is needed to properly address an issue.

Section 5: Each Building Representative will hold a building meeting within ten school (10) days of each meeting of the Representative Council to update the membership on current events within the union, in addition to holding 10-minute meetings as determined by the Executive Board of Representative Council. A sign-in sheet will be used for each building meeting, a copy of which will be promptly forwarded to the Secretary.

Section 6: Each Building Representative will be responsible for membership sign-up of new bargaining unit members on forms furnished by the Treasurer. A Building Representative shall be compensated in an amount equal to one (1) year's local dues of each new member they sign up. In order to be eligible for compensation, the membership sign-up form must be completed and signed by the new bargaining unit member and forwarded back to the Treasurer. Any BEPA member in the building shall be eligible for the same compensation for satisfaction of new member sign-up consistent with this Section.

Article VIII – Delegates

Delegates and Alternates to represent the Association at the Annual Delegates Meeting of the MTA shall be the Officers, with the balance of the delegates allowed by the MTA elected by the general membership from (in the following order of consideration) 1) Executive Board; 2) Building Representatives; 3) member volunteers. To the extent practicable, Paraprofessionals and Monitor Teachers shall be represented equally in the delegation. No delegation shall be sent that does not include at least one member of each group.

Article IX – Standing Committees

Section 1: Standing Committees of the Association shall have, to the extent practicable, equal representation between Paraprofessionals and Monitor Teachers. No committee shall exist with at least some representation from each group.:

Nominations and Elections
Negotiations
Complaints and Grievances
Scholarship Committee

A. Nominations and Elections

1. Members of this Committee shall be appointed by the Building Representatives. This Committee shall consist of no fewer than three (3) members, including one (1) chairman and at least one (1) member from the Paraprofessionals and one (1) member from the Monitor Teachers.
2. No current officer or candidate for office may serve on this Committee.
3. All persons seeking office shall be required to appear at General Meeting.
4. All officers (President, Vice President, Secretary, and Treasurer) shall be elected by a secret ballot for a term of three (3) years. The election of President and Treasurer will be conducted one year, and that of the Secretary and Vice President the following year.
5. The winning candidate will be the one who receives the most votes.
6. The Committee shall prepare and distribute to all Association members a printed ballot containing the names of all candidates and the office they seek. The one exception to this rule will be if there is a candidate who is running uncontested, in which case a showing of the hands of those present will suffice instead of a printed ballot.
7. Voting will take place at a meeting conducted by the Building Representative with Paraprofessionals present on the specified day. No absentee ballots are allowed – no private voting allowed. Only the Building Representative or designated person will handle the ballots.
8. In the event a recount is necessary, a request must be made in writing within three (3) days of election results. The recount will take place within the next three (3) days. The Executive Committee excluding candidates will handle the recount.
9. In the event of a special election, the Nominations and Elections Committee shall establish such guidelines and procedures as shall be necessary to effectively hold a Special Election.

B. Negotiations

Negotiations for the Paraprofessional and for the Monitor Teaching Bargaining Units shall take place with a Negotiating Committee assembled for that purpose by the President with the Approval of the Executive Board. Each Committee shall consist of members chosen from each of their respective groups (paraprofessionals for the paraprofessional negotiations and monitor teachers for the monitor teacher negotiations). The President of the Association shall participate in the negotiations.

1. No final contract can be accepted by the Association until there has been a ratification vote by the membership.
2. Members who serve on the negotiation team (5) will receive a stipend of \$500

C. Complaints and Grievances

1. Grievance and Complaint Committee, consisting of paraprofessionals and monitor teachers, shall be formed by the President with the approval of the Executive Board. Each bargaining unit shall have members properly trained and in sufficient numbers to properly represent the interests of their members.

Article X – Finance

Section 1 – Dues:

The annual dues of the Association shall be the sum of the Association dues, MTA, and NEA dues for that year. Members may select to pay in full by the date established annually by the Treasurer of the payroll deduction plan. Association dues will be \$55 annually and will increase or decrease annually by a dollar amount equal to the percentage increase in the top step of base compensation the school year following the realization of the increase – e.g. an increase of two (2) percent to the top step of base compensation in the 2022-2023 school year will result in an annual increase in the amount of Association dues by two (2) dollars beginning with the 2023-2024 school year.

Section 2 – Salaries and compensations:

A. The officers shall receive annual compensation as set forth in the table below for their services. This compensation shall be paid quarterly. Salaries will be reviewed at the end of each contract period.

PRESIDENT	\$7200
VICE PRESIDENT	\$2300
SECRETARY	\$2000
TREASURER	\$6000

B. Executive Board Essential Compensation

Internet service monthly \$30 x 10 months President & Treasure

Electric monthly \$ 30 x 10 months President & Treasure

President will receive a monthly \$50 stipend for union cell phone business.

Treasure receives a monthly \$50 stipend for rental storage fee reimbursement for the storage of confidential union records and all union tax information that must be maintained.

- C. Building Representatives will be provided reimbursement of 50% of all dues paid by the Building Representative for the year in buildings employing fifteen (15) or fewer BEPA members, and 100% of all dues paid by the Building Representative for the year in buildings employing sixteen (16) or more BEPA members. This compensation will be further prorated based on how long they actively serving as Building Representative according to the following table in the event a Building Representative relocates from the building where they serve as Representative to one where another member is already serving as Building Representative.

0%	25%	50%	100%
Sept	Oct, Nov	Dec, Jan, Feb	Mar, Apr, May, June

- D. Any member shall be compensated in an amount equal to one (1) year's local dues for each new member they sign up. To be eligible for compensation, the membership sign-up form provided by the Treasurer must be completed and signed by the new bargaining unit member and forwarded back to the Treasurer.
- E. The annual compensation for the officers shall be determined by a majority vote of the Representative Council. This action shall be subject to ratification by the membership through individual building meetings.
- F. Any increase in Officer compensation shall take effect beginning at the start of the school year following the vote.
- G. No compensation will be paid to any Officer or Building Representative without fulfilling the duties set forth in these by-laws. Compensation will be withheld for non-performance of duties if a motion alleging the same is adopted by vote of the Executive Board, the Representative Council, or the membership at their BESPA Annual Meeting.

Article XI – Meetings

Section 1: There shall be at least two (2) General Membership Meetings each year, one to be held in the fall and the other in the spring. The dates will be determined by the Executive Board.

Section 2: Special meetings of the Association may be held at the call of the President or upon written request to the Executive Board by five percent (5%) of the membership.

The business to come before such a meeting must be stated in the call which shall be sent in writing to all Building Representatives for distribution to all Association members. Business at a Special Meeting shall be limited to those items stated in the call.

- A. A membership list shall be published by the Association and a copy shall be distributed to each Building Representative.

Section 3: Executive Board meetings shall be called at the discretion of the President.

Section 4: Representative Council Meetings:

Regular meetings shall be held monthly at a time to be determined by the Executive Board prior to the election of the Building Representatives. A meeting may be cancelled at the discretion of the President or Executive Board if it is determined that there is not sufficient business to warrant a meeting that month. Every effort will be made to give at least twenty-four hours' notice of any cancelation to each Building Representative.

- A. Additional meetings may be called by:
 - 1. The President
 - 2. Petition of one-third (1/3) of the Representative Council.
- B. Meetings of the Representative Council will be open to all members of the Association.

Section 5: Quorum

- A. A quorum of the Executive board shall be a majority of the members of the Executive Board.
- B. The membership present shall constitute a quorum for the General Membership meetings.
- C. A majority of the Representative Council members shall constitute a quorum for the Representative Council meetings.

Section 6: Contract Ratification

- A. All Contract changes must be distributed in writing to the general membership at least five (5) days prior to the ratification vote.
- B. The Executive board will decide whether to conduct the ratification vote at a General Membership meeting or in each school.

C If the vote is to be taken at a meeting, this intention must be so stated when the meeting date is announced. The vote will be by written ballot and passage will require a majority vote of the members voting.

D If the voting is to take place in the schools, it will be conducted by the Building Representative (or a substitute appointed by the President). The vote will be by written ballot and passage will require a majority vote of the members voting.

E Depending on the complexity of the new Contract language, an informational meeting may be held at the discretion of the President prior to the ratification vote.

F Upon receipt of the ballots, the Executive Board will count the votes and notify the membership of the results as quickly as possible. Passage will require a majority of the ballots cast.

Article XII – Recall of Officers and Building Representatives

Section 1: Any Officer or Building Representative may be removed from office by majority vote of those present from their respective constituency.

Section 2: In order to trigger an election to remove an officer or Building Representative, a Petition of Support for Recall must be presented to the Secretary of the union with at least 1/3 of constituents they represent.

Section 3: “Constituency” for Officers shall be the entire membership of the BEPA and for Building Representatives, the BEPA membership within their building.

Section 4: If the Secretary is the subject of the Petition of Support for Recall, the Petition will be presented to the Vice-President or other disinterested party.

Section 5: Upon satisfaction of the criteria set forth in Section 2 of this Article, an election as to the final disposition of the Petition will be held and at least two (2) weeks’ notice provided thereof.

Article XIII – Amendments and Revisions

These Bylaws may be amended by a two-thirds vote of the members present and voting at any regular meeting of the Association. Proposed amendments will be provided prior to the vote.

Article XIV – Rules and Procedures

Robert’s Rules of order revised shall be the authority of the Association in all matters except where specifically modified by procedures outlined in this constitution of the Association.

APPENDIX A

2022-2025 - Officers annual compensation

PRESIDENT	\$4000
VICE PRESIDENT	\$1800
SECRETARY	\$1500
TREASURER	\$3000