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**CONSTITUTION**

**REVISED & ADOPTED BY:  
REP COUNCIL  
April 20, 2010**

# CONSTITUTION

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**CONSTITUTION OF THE  
FOLSOM CORDOVA EDUCATION ASSOCIATION**

**ARTICLE I**

**NAME**

This organization has been established by a written constitution in the county of Sacramento, State of California, and is hereinafter known as the Folsom Cordova Education Association/California Teachers Association/National Education Association.

**ARTICLE II**

**PURPOSE**

**Section 1. Primary Purpose**

The primary purpose of this organization is representation of members in all matters related to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

**Section 2. Aims**

The aims of this organization shall be:

- a. To provide an opportunity for continued study of the problems of the profession, to promote a feeling of good fellowship, to advance the general welfare of the teaching body of the schools, and to take an active part in those affairs of the community in which teachers are concerned.
- b. To coordinate the activities of this organization in support of the California Teachers Association, of which it is a chapter, and of the National Education Association of which it is an affiliated local.

## **ARTICLE III**

### **MEMBERSHIP**

#### **Section 1. Active Membership**

- a. The active membership of this organization shall consist of all members who have paid professional dues of FCEA/CTA/NEA and have completed a membership enrollment form. Active members will be enrolled in a category to reflect their employment status:

Category 1: For those whose assignment is more than 60% of a normal assignment.

Category 2:

A: For those whose assignment is greater than 1/3 but not more than 50% of a normal assignment.

B: For those whose assignment is greater than 50% but not more than 60% of a normal assignment.

Category 3: For those whose assignment is 1/3 or less than a normal assignment.

- b. An individual who is serving as a negotiator for a public school employer shall not be eligible for membership in the Association in the district in which they are employed.
- c. Active members shall adhere to The Code of Ethics of the Education Profession.
- d. No member of the Association may be disciplined by the Association without a due process hearing which shall include the established procedure.

#### **Section 2. Associate Membership**

- a. Associate membership shall be available to certificated employees who are not members of the bargaining unit.
- b. Rights and privileges of associate membership shall be limited to those enumerated by the California Teachers Association.

**Section 3. Fee Payer**

- a. Those bargaining unit members who do not join the Association but who pay a representation fee shall be called fee payers and shall be entitled to only those services which are required by law.
- b. Agency fee will be paid in cash for the full amount equal to the annual dues by October 31 of each year, or within 20 days of employment, or through payroll deduction, to the Association in equal monthly amounts that total the full annual dues.
- c. The Association will incur no additional expense nor make any special arrangements for mailings, billings, or necessary receipts for unit members who choose to pay the fee in cash.

**Section 4. Equal Rights**

Rights and privileges of membership shall not be abridged in any way because of age, sex, race, color, ethnic group, marital status, national origin, or sexual orientation.

**ARTICLE IV**

**OFFICERS**

**Section 1. Executive Officers**

The elected executive officers of this organization shall consist of a president, vice president, a secretary, and a treasurer.

**Section 2. Term of Office**

The elected executive officers shall hold office for two years and may succeed themselves for additional terms. Members may serve a maximum of three terms in any single office (plus any part of a partial term if elected to fill a vacancy).

**Section 3. Executive Director**

The Association may employ an Executive Director who will also serve as an Ex-officio Executive officer.

## **ARTICLE V**

### **EXECUTIVE BOARD**

#### **Section 1. Composition**

The Executive Board shall be composed of the following members:

- a. The elected officers and the executive director as provided in Article IV.
- b. Five Members At large elected for a two (2) year term representing:
  - 1) Kindergarten through 3rd Grades - (1) One Member
  - 2) 4th through 6th Grades - (1) One Member (elementary)
  - 3) 6th through 8th Grades - (1) One Member (middle)
  - 4) 9th through 12th Grades - (1) One Member
  - 5) Special Services Member At Large - (1) One member to represent Special Services and Pupil Personnel Services employees.(ie. psychologists, speech, nurses, elementary music, elementary specialists)
- c. The following shall be included in the composition of the Executive Board:
  - 1) State Council Representative(s)
  - 2) Human Rights Representative elected at large from the membership.
- d. At Large position(s) shall be added to the Executive Board only when the ethnic minority ratio requirement must be met.

#### **Section 2. Term of Office**

- a. Elected members of the Executive Board with the exception of the Executive officers (Art. IV, Sec. 1) shall hold office for two years, and may succeed themselves for additional terms.
- b. The Executive Director shall be appointed by a simple majority of the Executive Board by May 1 of each year. Evaluation of the Executive Director will be conducted prior to reappointment.

## **ARTICLE VI**

### **COUNCIL**

#### **Section 1. Composition**

The Council shall be composed of the following voting members:

- a. Active members elected from each building or school on a basis of one (1) Faculty Representative for each fifteen (15) FCEA members or major fraction thereof, except every building shall have at least one (1) representative.
- b. Non-school based Certificated Pupil Services employees excluding certificated Special Education employees elected on a basis of one (1) Group Representative for each ten (10) Pupil Services employee members of the Association or major fraction thereof.
- c. The elected officers, and Executive Board members.
- d. FCEA Representative(s) to the State Council of Education of the California Teachers Association.

#### **Section 2. Term of Office**

- a. Elected Faculty and Group Representatives and alternates shall hold office for one year, and may succeed themselves for additional terms.

## **ARTICLE VII**

### **MEETINGS**

#### **Section 1. General Meetings**

General meetings of the Association shall be held for educational, organizational and recreational purposes only, except when a meeting is called for a special item of business, provided for in the By-laws.

#### **Section 2. Council Meetings**

The council shall meet monthly as necessary. Special meetings of the Representative Council may be called by petition containing the signature(s) of the President, a majority (50% +1) of the Executive Board, a quorum (40%) of the Site Representatives, or twenty (20%) percent of the total membership.

## **ARTICLE VIII**

### **CONTRACT**

#### **Section 1. Contract Ratification**

When negotiating new contracts or designated re-opener clauses, agreements reached between the Association and the Board of Education shall be considered tentative and not binding upon the Association until such agreements have been ratified by a fifty-five (55) percent majority of votes cast by the Active members.

#### **Section 2. Voter Eligibility**

Only Active members of the FCEA/CTA/NEA shall be eligible to vote on the ratification agreements.

#### **Section 3. Agreements**

Tentative agreements unrelated to a new Contract or designated re-openers and which are substantive in nature shall be ratified by a 2/3 vote of the Representative Council on an interim basis and shall be submitted as appropriate to the membership at its next ratification vote.

## **ARTICLE IX**

### **AFFILIATION**

#### **Section 1. California Teachers Association**

The Folsom Cordova Education Association shall be a chartered chapter of the California Teachers Association.

#### **Section 2. National Education Association**

The Folsom Cordova Education Association shall be an affiliated local of the National Education Association.

## **ARTICLE X**

### **AMENDMENTS**

#### **Section 1. Proposal**

This Constitution may be amended by a two-thirds (2/3) vote of the representatives at any regular or special meeting of the Representative Council provided notice in writing of a proposed amendment shall have been submitted to the Secretary and made available to all members of the Representative Council at the meeting preceding the one at which it is to be voted upon.

## **ARTICLE XI**

### **RELEASE TIME, REMOVAL**

#### **Section 1. Executive Director**

The Executive Director may be removed by the Executive Board in the May appointment/reappointment process by a simple majority vote.

#### **Section 2. Executive Director**

The Executive Director may be removed during other than the May appointment/reappointment process by a 2/3 vote of the Executive Board or the Representative Council.

#### **Section 3. Recall of President and/or Designee (released time)**

In the event of a release time President/Designee or release time Executive Director being recalled in the process of this article, the District Contract with said person(s) would guarantee placement back in the classroom or assignment from which s/he was released. If the District does not agree to return the release time person(s) to full assignment, the FCEA will be liable to continue payment of the release time person(s) salary as if still working for FCEA.

## **ARTICLE XII**

### **BIENNIAL REVIEW**

The Constitution of the Folsom Cordova Education Association shall be reviewed biennially by February 1. The President shall be responsible for activating the Constitution Committee.