

Naperville Unit Education Association Bylaws

Article I – Name and Objective	
Section 1	Name
	The name of the organization shall be the Naperville Unit Education Association an affiliate of the Illinois Education Association and the National Education Association.
Section 2	Objective
	<p>The objective of this Association shall be to advance public education in Naperville and Illinois and to promote the welfare of its members by:</p> <ul style="list-style-type: none"> • building, maintaining and supporting advocacy processes that enable and protect its members • forming an effective representative body which will function efficiently through and with other local(s), Regional, State and National Education Associations • providing an opportunity for a continuous study concerning the problems of the teaching profession as related to the welfare of students, educational interests of the school system and the community • building broad-based support for public education • providing an opportunity for cooperative, democratic action towards solving the problems of the teaching profession • generating community partnerships that promote excellence in the Naperville schools • fostering goodwill, fellowship, professional ethics and professional growth among its members • supporting individual and collective initiative to create quality teaching and learning for all students
Article II: Membership, Affiliation, and Non-Discrimination	
Section 1	Membership
	<p>Membership will be open to all employees in the bargaining unit represented by the Association (NUEA) and employed by Naperville School District 203. Membership continues year to year on an automatic renewal basis. A continuing member terminates membership upon signed written notice to the local president or the IEA president. Electronic notice is not sufficient.</p> <p>Any person who fails to meet eligibility requirements for Association membership insofar as such requirements are nondiscriminatory and are not in violation of the laws and constitutions of the State of Illinois and the United States shall be excluded from active membership in the Association.</p>
Section 2	Affiliation
	This organization will be affiliated with, and comply with, the Bylaws of the Illinois Education Association and the Constitution and Bylaws of the National Education Association. If there are any conflicts or inconsistencies between these bylaws and the bylaws or constitution of the state or national organization, the state or national documents will govern
Section 3	Privileges
	Members will have full membership services and privileges, including voting, holding office, serving on committees and commissions, serving as a delegate to IEA and NEA assemblies, participating in fringe benefits provided by the Association and related enterprises, and such other rights and privileges as are conferred through the Association governance. Individuals who join as a member when they are first eligible for membership immediately have full voting rights.
Section 4	Censure and Discipline
	In the event a charge is filed against a member calling for the censure, suspension, or expulsion of the member, the NUEA Executive Board shall conduct a due process hearing and rule on the charge. The decision of the Board may be appealed to the IEA Review Board. The local shall deny membership to an individual while that individual is denied membership in the IEA pursuant to NEA Bylaw 2-3e.
Section 5	Non-Discrimination
	This organization shall not deny membership based upon race, color, national origin, religion, gender, sexual orientation, age, disability, marital status or economic status.

Article III: Governance	
Section 1	Executive Officers
	The Executive Officers of the Association will be the President, 1 st and 2 nd Vice-President, Recording and Corresponding Secretary, and Treasurer.
Section 2	Executive Board
	The Executive Board will consist of the Executive Officers, plus Executives (3) from a major subsection of the Association; one each from elementary/early childhood, junior high, and high school/Connections.
Section 3	Representative Assembly
	The Representative Assembly will consist of the Executive Board and one (1) Association Representative(s) per 25 members from each building or a representative from each department at the high school level. Elections shall be held for any contested vacancies.
Article IV: Executive Officers	
Section 1	Duties
	<p>A. President. The President will be the Chief Officer, with the power and the duty to enforce and interpret the Bylaws, carry out Association policies between Executive Board and Representative Assembly meetings, sign contracts and agreements, represent the Association before the public either personally or through designees, appoint and remove members of all committees with the consent of the Executive Board, serve as ex-officio member on all committees with voting privileges, cause a budget to be constructed and an annual audit to occur, be authorized to sign checks, and preside over meetings of the Executive Board, Representative Assembly, and the membership with voting capacity, serve as an automatic delegate to the NEA and IEA Representative Assemblies, and serve as a voting member of the region council. Further, the President will have the power and duty to perform all acts generally associated with the nature of the office and such other duties applicable to the office as prescribed by the parliamentary authority adopted herein which are not inconsistent with the Bylaws.</p> <p>B. First Vice-President. The First Vice-President will have the powers and duties of the President in the President's absence or inability to serve, shall succeed to the Presidency pursuant to the Bylaws, and will otherwise have such powers and duties as may be assigned by the President, assist the President in performing the duties of the association, serve as the Chairperson of the Negotiations Committee and be a member of the Negotiating Team, and serve as a member of the Executive Board, the Representative Assembly, and a region council member with voting capacity.</p> <p>C. Second Vice-President. The Second Vice-President will have the powers and duties of the President in the President's and First Vice-President's absence or inability to serve, and assume the powers and duties of the First Vice-President in the First Vice-President's absence or inability to serve, assist the President in performing the duties of the association, serve as the Chairperson of the Political Action Committee and be responsible for all financials and filings for NUPACE, and serve as a member of the Executive Board, the Representative Assembly, and a region council member with voting capacity.</p> <p>D. Recording Secretary. The Recording Secretary of this Association shall attend all meetings of the Representative Assembly or designate a person for the purpose of recording the minutes in case of absence, record minutes of the Representative Assembly and provide access to an electronic copy of the minutes, record minutes of all Executive Board meetings, record minutes and provide access to an electronic copy of General Membership Meetings, and serve as a member of the Executive Board, and as a member of the Representative Assembly, with voting capacity on both, and serve as a region council member with voting capacity.</p> <p>E. Corresponding Secretary. The Corresponding Secretary of this Association shall distribute materials and information to the Association Representatives, public, and media upon direction of the President, and serve as a member of the Executive Board, and as a member of the Representative Assembly, with voting capacity on both, and serve as a region council</p>

	<p>member with voting capacity. The corresponding secretary shall assume the duties of the recording secretary in their absence.</p> <p>F. Treasurer. The Treasurer shall be responsible for maintaining careful and uniform records of Association finances, be authorized to sign checks, provide a statement of finances at Executive Board and Representative Assembly meetings, provide financial documents to the President and auditing agency for the annual audit, be responsible for checking the accuracy of member payroll deductions, serve as a member of the Executive Board, the Representative Assembly, and as a region council member with voting capacity.</p> <p>G. Association Executives. The Executives of this Association shall be elected from a major subsection of the Association: one from elementary/early childhood; one from junior high; and one from high school/Connections; be elected by members at their respective level, serve as members of the Executive Board, and as members of the Representative Assembly, with voting capacity on both, and serve as region council members with voting capacity, assist the President in performing the duties of the Association, and communicate regularly with ARs of their respective levels</p>
Section 2	Terms
	<p>A. Term. The term of office for Executive Board Officers will commence on the day following the last day of student attendance for that year. The term will be 3 year(s) and until a successor is elected. Officers may succeed themselves.</p> <p>B. Transfer of Records. Each officer shall transfer records to the Association within ten (10) days of leaving office</p>
Section 3	Vacancies
	<p>Vacancies occurring by reason of death, resignation, incapacity or other disqualification shall be filled as follows:</p> <p>A. President. A vacancy in the office of the President, will be filled by the First Vice-President for the remainder of the unexpired term. A vacancy in the office of the First Vice-President, will be filled by the Second Vice-President for the remainder of the unexpired term.</p> <p>B. Other Officers. If the vacancy occurs in any other office, the President shall appoint a successor for the remainder of the unexpired term, with the consent by majority vote of the Executive Board and approval by the Representative Assembly at the next meeting of the Representative Assembly.</p> <p>C. President and First and Second Vice-President. If a vacancy occurs in both the office of President and of First and Second Vice-President, the Recording Secretary or Treasurer, the one who has served the greatest time as a voting member of the Executive Board shall assume the President's duties until an election is conducted by the Election Committee within sixty (60) days to complete the unexpired terms.</p> <p>The Executive Board shall contain ethnic minority representation at least proportionate to the local's ethnic minority membership.</p>
Section 4	Recall
	Any person elected to an Association Position may be removed by a two-thirds (2/3) vote of those members voting at a membership meeting when a majority of the membership is present. Such recall election will be conducted by the Elections Committee within 15 business days of receipt of a petition stating the specific grounds of the recall and containing the signatures of thirty (30) percent of the membership
Article V: Regional Council Representatives and Alternates	
Section 1	Duties
	<p>IEA Regional Council Representative(s) shall attend the regional council meeting, represent the Association, and report Council activities to membership as necessary.</p> <p>An alternate shall perform the duties of the Regional Council Representative in his or her absence.</p>

	Delegates elected to the NEA and IEA representative assemblies shall, together, report to the NUEA Representative Assembly following each convention. All convention delegates shall be in attendance at the meeting of the NUEA RA to answer any questions.
Section 2	Election, Terms, and Recall
	<p>The election of a Regional Council Representative must be as prescribed by the IEA Bylaws. Region membership is dictated by Region Bylaws.</p> <p>At large region representative positions shall be elected by secret ballot by the general membership and serve a three-year term. Region Council Representatives will serve as members of the NUEA Representative Assembly with voting capacity.</p> <p>A Regional Council Representative or alternate may be removed by a two-thirds (2/3) vote of those members voting at a membership meeting when a majority of the membership is present. Such recall election will be conducted by the Election Committee upon receipt of a petition stating the specific grounds of the recall and containing the signatures of thirty (30) percent of the membership.</p>
Section 3	Vacancies
	Vacancies for Regional Council Representative(s) must be filled in the manner of the original election as prescribed by the IEA Bylaws.
Article VI: Executive Board	
Section 1	Duties
	The Executive Board shall conduct and supervise the business of the Association, annually recommend a budget for adoption by the representative assembly, undertake such expenditures as are necessary and reasonable for the operation of the organization, consent to the appointment of committees, plan and recommend programs to the membership, develop Bylaws, approve expenditures, and consent to the filling of vacancies. The Executive Board shall call upon the IEA Director of Business Services to conduct a financial review or audit should they determine circumstances warrant such.
Section 2	Meetings
	<p>A. Quorum. A majority of the members of the Board must be present to conduct business, and a majority vote of those present will rule.</p> <p>B. Regular Meeting. The Executive Board shall meet 1 time(s) per month during the school term and may meet as many additional times as necessary or reasonable to transact its business.</p> <p>C. Special Meetings. Special meetings may be called by the President or may be called upon the written request of 5 members of the Executive Board. Except in cases of emergency, at least 24 hours notice must be given to all Executive Board members and business must be limited to that contained in the notice.</p>
Article VII: Representative Assembly	
Section 1	Duties
	<p>The Representative Assembly, shall annually approve a budget, approve the membership dues, approve expenditures, and may adopt programs on behalf of, or for recommendation to, the membership. The Representative Assembly members provide two-way, personal communication between the Association leadership and the members through individual and small group meetings. They shall recruit volunteers to ensure a well-informed membership by distributing information to members personally, and conducting frequent, informative and information-gathering meetings. They shall recruit volunteers for Association responsibilities and activities and generate support for Association positions and programs. They shall impartially represent opinions of member of the Association from their building. The Representative Assembly shall call upon the IEA Director of Business Services to conduct a financial review or audit should they determine circumstances warrant such.</p> <p>A budget shall be adopted annually by the Representative Assembly which will include at least \$3 per member for arbitration, mediation and fact-finding.</p>

	Association Representatives shall attend and serve on the Representative Assembly with voting capacity. The Association Representatives shall also attend their respective level meetings as scheduled by the Association Executives. A building's membership may choose to designate an assistant Association Representative who may assist the regular Association Representative and may serve with voting capacity in the absence of the regular Association Representative.
Section 2	Terms
	<p>The term of office for Association Representative shall be 1 year(s) and until a successor is elected and shall commence on the first day of student attendance. Association Representatives shall be elected or appointed on the basis of one Representative per twenty-five (25), or a major fraction thereof, Association members per building.</p> <p>When two or more Representatives are elected from the same building, they shall designate one of their number as Head Representative. The Head Representative shall be responsible for the flow of information in that building.</p>
Section 3	Minority Representative
	The Representative Assembly will seek, under the direction of the Executive Board, to contain ethnic minority representation at least proportionate to the local association's ethnic-minority membership
Section 4	Vacancies
	If a vacancy occurs among Association Representatives, the President shall appoint a replacement for the unexpired term with the consent of the majority of the Representative Assembly.
Section 5	Recall
	Any Representative Assembly member may be removed by a two-thirds (2/3) vote of those members voting from the building who elected that position, provided a majority of the membership from the building votes. Such recall election will be conducted by the Election Committee within 15 school days of receipt of a petition stating the specific grounds of the recall and containing the signatures of thirty (30) percent of the eligible membership. The results of such recall election shall be forwarded to the Elections Chair.
Section 6	Meetings
	<p>A. Quorum. A majority of the members of the Assembly must be present to conduct business, and a majority vote of those present will rule.</p> <p>B. Regular Meeting. The Representative Assembly shall meet at least 7 time(s) per year during the school term and may meet as many additional times as necessary or reasonable to transact its business.</p> <p>C. Special Meetings. Special meetings may be called by the President or may be called upon the written request of 25 members of the Representative Assembly. Except in cases of emergency, at least 24 hours' notice must be given to all Representative Assembly members and business must be limited to that contained in the notice</p>
Article VIII: Elections	
Section 1	Elections Committee
	<p>A. Composition. No person running for office may serve on the Elections Committee for that election, unless said election is uncontested.</p> <p>B. Duties. Establish procedures subject to the approval of the Executive Board for nomination of candidates, dissemination of notices concerning the election and conduct of the election, and tabulation of the ballots consistent with procedures established by the IEA Elections Committee. Hear initial election challenges.</p> <p>C. Vacancies. Should a vacancy occur on the Committee, whether because a member becomes a candidate for office or for any other reason, the vacancy will be filled in the manner of the original appointment?</p>
Section 2	Election Procedures

	<p>A. Calendar. The Elections Committee shall establish a local election calendar with nominations and election timelines.</p> <p>B. Conduct. All elections will be conducted by open nomination and secret ballot.</p> <p>C. Nominations. Reasonable notice will be given for nomination to all offices to be filled. Notice will include time, place, and method for submitting nominations. Candidates may be declared elected when the number of nominated candidates equals the number of positions available, except for the IEA RA and NEA RA delegate elections and any other position where a write-in provision is required.</p> <p>D. Write-In Provisions. A write-in provision is required if the number of declared candidates is less than the number of positions available and required for IEA RA and NEA RA delegate elections.</p> <p>E. Eligibility. All active dues paying members must be afforded the opportunity to run for and vote in any election representing active members. This does not include fair share or reserved members.</p> <p>F. Notice. A fifteen (15) day notice of local elections will be given by posting or by other means.</p> <p>G. Consistency. All election procedures will be consistent with Regional, State and Federal requirements.</p> <p>H. Use of Dues. No dues may be used in support of a candidate for any Local, Regional, State or National office.</p> <p>I. Offices Governed by this Article. All Local Officers, Executive Board Executives, Representative Assembly, Regional Council Representatives, Delegates to IEA Representative Assembly, and Delegates to NEA Representative Assembly.</p> <p>J. Runoff Elections. In the event that there is no candidate who has received a majority of the votes cast for a particular office, the Elections Committee shall immediately conduct a runoff election between the two (2) candidates who had received the highest number of votes for that office. However, elections for Delegates to the IEA and NEA Representative Assemblies shall be decided by plurality votes, except where a candidate is elected as a delegate by virtue of being elected as a local officer. Runoff elections will be run in the same manner as the original election.</p> <p>K. Results of the Election. The results of the election must be published in a timely manner which allows members to obtain the information without unusual effort.</p>
Section 3	Election Challenges
	<p>Any member desiring to challenge the conduct of any election must file a written challenge according to the procedures as follows:</p> <p>A. Local Level - Initial challenges to all local elections governed by this Article will be filed with the Local Elections Committee. Such challenges must be made no later than 14 calendar days of issuance of the election results.</p> <p>B. Region, State, and National Level – Consult the region, state, and national governing documents for additional challenge procedures and timelines, especially for offices which serve as delegates to the IEA and NEA Representative Assemblies.</p>
Article IX: Arbitration and Grievance Appeal	
	<p>The Association is committed to fair representation of all persons within the bargaining unit, regardless of Association membership, as required by law. The Executive Board shall decide whether or not a grievance will be processed to final and binding arbitration. Recommendations should be provided to the Executive Board from the Grievance Committee.</p> <p>The affected bargaining unit individual (or a designated representative if there are several grievant) has a right to address the Executive Board before the Committee decides whether to take the matter to arbitration.</p>
Article X: Committees	
Section 1	Appointment

	Committees may be established on an ad hoc basis by the Executive Board. The President shall appoint members to standing and ad hoc committees and designate the chairperson with the consent to all appointments by the Executive Board.
Section 2	Standing Committees
	In addition to the Elections Committee, there will be the following standing committees: Communications, Nominations and Elections, Finance, Political Action, Negotiations, Grievance, Insurance and Membership
Section 3	Negotiations Committee and Bargaining Team
	The Negotiations Committee shall explore and prepare programs as necessary in all areas of employee welfare, contractual and otherwise. The committee shall solicit input from the membership as a whole. The Bargaining Team will be appointed by the President with consent of the Executive Board.
Section 4	Grievance Committee
	The Grievance Committee shall be responsible for monitoring and enforcing the contract. It shall assist members in the application of the grievance procedure. It may make recommendations whether to arbitrate grievances to the Executive Board.
Section 5	Membership Committee
	The Membership Committee shall implement an Association welcome for all newly hired employees, ask each newly hired employee about their goals and interests; it shall inform the potential member of the policies, programs, and accomplishments of the local, state, and national Associations which support those goals and interests and of the opportunity for the potential member to participate in and influence the life of the Association; shall track who is and is not a member for purposes of ongoing recruitment of members; and shall conduct an annual review /or reconciliation of the local's membership roster to the IEA membership roster to ensure that all members are included and appropriately classified.
Section 6	Communications Committee
	The Public Relations Committee shall be responsible for planning and implementing the Public Relations activities of the local association
Section 7	Political Action Committee
	The Legislative Committee shall work with IEA Government Relations to help promote activities which lead to the passage of desirable state and federal legislation for schools
Section 8	Insurance Committee
	The Insurance Committee will serve on the Health Insurance Review Committee according to the Naperville 203 NUEA Collective Bargaining Agreement.
Section 9	Financial Oversight Committee
	The Financial Oversight Committee shall be responsible for the oversight of financial reporting, the review of expense documentation, the review of internal controls, and compliance with IRS laws and regulations.
Section 10	Instructional and Professional Concerns Committee (IPC)
Article XI: Meeting of the Membership	
Section 1	Regular Meetings
	Regular meetings of the membership will be held annually.
Section 2	Special Meetings
	Special meetings of the membership may be called by the President, a majority of the Executive Board or a petition by thirty (30) percent of the membership. Except in case of an emergency, at least 1 days' notice shall be given. The President shall notify the membership as soon as possible. <ul style="list-style-type: none"> A. Special assessments and ratification of contracts must be referred to a vote of the membership. Other matters of general import which affect the membership may be referred to the membership in a referendum by a vote of the Representative Assembly. Any referendum may be held at any regular or special meeting of the general membership or may be conducted by secret ballot of Association membership in each of the individual buildings. B. The President will schedule a general membership meeting within 5 days after a tentative agreement has been reached. At this meeting, all the information resulting from changes will

	<p>be presented to the membership in writing. The negotiations team will present each item, one-by-one, to the membership and field all questions. No vote will be taken at this meeting. This will be an information and discussion meeting only. The President may schedule another general membership meeting. The ratification vote of the negotiated agreement shall be taken by secret ballot. In a situation where a vote is necessary to avert or end a strike, the vote may be taken during the initial informational meeting.</p>
Section 3	Electronic Meetings
	<p>Electronic meetings of the membership may be scheduled in lieu of in-person meetings when public health emergencies have been declared or as otherwise determined by the President. Electronic meetings may include telephone conference, video conference, webinar or other method of communications, provided all participants are able to be heard by and communicate with all other participants. Notice requirements, as otherwise required for regular in-person membership meetings, still apply. Minutes must be kept, adding in the additional details of how the electronic meeting was conducted.</p>
Article XII: Voting	
	<p>Unless otherwise provided herein, the adoption of all business by the Executive Board, the Representative Assembly or the membership must be by a majority of those voting. Proxy voting is not permitted.</p> <p>Electronic voting is permitted where notice is given to members at least five (5) days before the vote and voting remains open for at least five (5) days after the ballot is delivered, provided that the number of votes cast constitutes a quorum. Provision for absentee voting will be provided by notifying the Elections Chair prior to the date of the election.</p>
Article XIII: Parliamentary Authority	
	<p>The rules contained in the current edition of Robert’s Rules of Order Newly Revised shall govern the proceedings of the Association in all cases to which they are applicable and in which they are not inconsistent with the bylaws of NEA, IEA, these bylaws, or any special rules of order the Association may adopt.</p>
Article XIV: Notice	
	<p>Wherever the word “notice” is used, notice may be given by personal delivery, on paper, electronically or other method to reasonably assure receipt by the necessary parties</p>
Article XV: Dues	
	<p>Local dues will be established by the executive board and approved by the Representative Assembly. Changes in the annual NUEA dues for the current year shall be determined through the budget adoption process at the first meeting of the Representative Assembly. The IEA-NEA dues will be transmitted to the IEA-NEA pursuant to IEA-NEA policies. The books and records of the organization will be open to inspection by any member upon reasonable request.</p>
Article XVI: Savings Clause	
	<p>In the event a portion or portions of these Bylaws are found to be inconsistent with state or federal law, such portions to the extent that they violate the law will be deemed deleted and of no force and effect.</p>
Article XVII: Amending Procedures	
	<p>Proposed revisions of these Bylaws must be submitted by the Executive Board to the representative assembly at a regular or special meeting and a two-thirds (2/3) vote of those present will rule, provided that all members of the representative assembly have been sent notice of the date and place of the meeting and the proposed revision(s) at least fourteen (14) days prior to the meeting. The local shall review its bylaws at least once every five (5) years to ensure compliance with the IEA and NEA Bylaws. A copy of the amended bylaws will be immediately sent to the IEA Executive Office.</p>
Article XVIII: Reimbursement Policy	
	<p><u>Conventions:</u> Duly elected representatives to the IEA and/or NEA Representative Assemblies shall be reimbursed for the following normal and expected expenses:</p> <ol style="list-style-type: none"> 1. Mileage or airfare, as determined beforehand by the Executive Board and Region 39 of the IEA

	<p>2. Room expenses</p> <p>3. Meals and other miscellaneous, allowable expenses</p> <p><u>Funding Determination:</u> Funding, which is a shared responsibility with Region 39 of the IEA, shall be set beforehand according to the following plan:</p> <ul style="list-style-type: none"> • After estimating and setting funding levels, Region 39 of the IEA will provide up to one-half of the estimated expenses. Remaining funding amounts shall be set by the NUEA Representative Assembly through Executive Board action. • The NUEA Executive Board will reimburse each representative for the remaining estimated expenses, provided that the representative has successfully met the conditions and obligations established by Region 39 and the Association. • Funding, whenever possible, shall be forwarded to the event itself, or to the individual before the event. • Additional and unusual expenses may be brought before the Executive Board and NUEA Representative Assembly for reimbursement. This does not bind the Association to cover those expenses. • All members expecting to receive reimbursement must submit an itemized list of actual expenses incurred. <p><u>Method of Travel:</u> If the event is in a location that the Executive Board deems close enough to be covered more economically by automobile mileage reimbursement, the number of cars to be allowed reimbursement will be determined by the Executive Board with respect to the number of delegates attending and their convenience.</p> <p><u>Reimbursement to Delegates Attending Other Association Activities:</u> Members attending Association activities other than the IEA and/or NEA Representative Assemblies, shall be reimbursed by the same methods described above, if applicable. If these methods do not apply, the Executive Board shall determine the method and extent of coverage.</p>
<p>Article XIX: Gifts, Donations, and Contributions</p>	
	<p>Requests for the expenditure of NUEA funds for the purpose of making a gift, donation or contribution shall be submitted to the treasurer or his/her designee Finance Committee. The recommendations of the treasurer or designee Finance Committee then shall be presented to the Representative Assembly for approval.</p>
<p>Article XX: Honorariums</p>	
	<p>The NUEA recognizes that representatives of the Association, because of their required time commitments, put in many hours of work for the Association. It is the desire of the NUEA, therefore, to honor these individuals through the establishment of an honorarium to make up in some way for the commitments they have made to and for the Association.</p>

Amended October 23, 2023