

1 Bylaws
2 of the Wyoming
3 Education Association

4
5 April 2017
6

7 **ARTICLE I: NAME**
8

9 The name of this Association shall be the
10 Wyoming Education Association, hereafter
11 known as the WEA or the Association.
12

13 **ARTICLE II: WEA YEAR**
14

15 The Association membership and fiscal
16 year shall be September 1 through August
17 31.
18

19 **ARTICLE III: DISCIPLINE**
20

21 **Section 1 – Code of Ethics**

22 Adherence to the National Education
23 Association's (NEA's) "*Code of Ethics of the*
24 *Education Profession*" adopted by the
25 Delegate Assembly shall be a condition of
26 membership.
27

28 **Section 2 – Membership Denial or**
29 **Sanctions**

30 The WEA Board of Directors, hereafter
31 known as the WEA Board, upon information
32 supplied by the WEA Executive Director to
33 the WEA President, may deny an individual
34 membership and may censure, suspend, or
35 expel a member for conduct inconsistent with
36 NEA's "*Code of Ethics of the Education*
37 *Profession*", for nonpayment of dues, or for
38 just cause.
39

40 **Section 3 – Due Process**

41 No individual shall be denied membership
42 in the Association nor shall any member be
43 censured, suspended, or expelled without
44 being guaranteed a due process hearing,
45 both substantive and procedural, including
46 appellate procedures. A WEA Board policy
47 must be provided whereby the following
48 major elements are a part of the procedure:

- 49 1. timely notice;
50 2. an effective opportunity to defend;
51 3. an opportunity to confront accusers;
52 4. the right to representation of choice;
53 5. decision made on the evidence by an
54 impartial decision maker; and
55 6. an appeal to an impartial decision
56 maker who was not involved in the initial
57 decision.
58

59 **Section 4 - Negotiator Denial**

60 An individual who is a full-time
61 professional negotiator of a negotiating team
62 representing a school board or a board of
63 trustees of a higher education institution shall
64 be denied membership.
65

66 **ARTICLE IV: MEMBERSHIP**
67

68 **Section 1 – Categories**

69 The membership of the Association shall
70 consist of the following categories: active,
71 reserve, retired, student, and honorary. A
72 member may appeal the assigned category of
73 membership to the WEA Board.
74

75 **Section 2 – Active Membership**
76

77 A. Active membership shall be open to any
78 of the following who are affiliated with a
79 Wyoming educational institution:

- 80 1. certificated person employed as a
81 teacher, related service provider, supervisor,
82 or administrator;
83 2. member on temporary leave of
84 absence;
85 3. elected officer of the WEA;
86 4. professional college personnel;
87 5. certified/permitted school nurse;
88 6. substitute teacher;
89 7. Education Support Professional (ESP)
90 (non-certificated position);
91 8. person elected to or employed by the
92 Wyoming Department of Education; and
93 9. person employed by the Professional
94 Teaching Standards Board.
95

96 B. An active member in good standing shall
97 have full membership services and privileges
98 as approved by the WEA Board and/or the
99 Delegate Assembly, including voting, holding
100 elective and appointive office, and serving as
101 a delegate of an affiliated education

1 association and the WEA, except where
2 prohibited.

3 4 C. Membership Dues

5 1. The annual membership dues for
6 active members, except substitute teachers
7 and ESP, shall be 1.133% of the average
8 base salary for Wyoming certified staff.

9 The term "average base salary" shall be
10 calculated by totaling the base salary figures
11 from all districts' certified staff salary
12 schedules, excluding administrators, as
13 compiled by the WEA using the most current
14 salary schedules available and dividing by the
15 total number of school districts.

16 2. Continuing members, whose
17 membership is renewed automatically on an
18 annual basis, must notify the WEA
19 Headquarters Office in writing, with copies to
20 the local association and, if applicable, to the
21 employer's payroll office no later than
22 September 20 of the current membership
23 year to cancel membership for that year.

24 3. Any person joining for the first time as
25 an active member after November 15, or any
26 person who is a member of a newly
27 organized local, shall be enrolled in full
28 standing for the remainder of the membership
29 year by paying the amount of annual dues
30 which are commensurate with the remaining
31 portion of the membership year.

32 4. The membership dues for persons
33 eligible for active membership who are
34 regularly employed for fifty percent (50%) or
35 less of the normal schedule for a full-time
36 faculty member (as verified by the local
37 association) shall be one-half (1/2) the active
38 membership dues.

39 5. The membership dues for persons
40 eligible for active membership who are
41 regularly employed for twenty-five percent
42 (25%) or less of the normal schedule for a
43 full-time faculty member (as verified by the
44 local association) shall be one-quarter (1/4)
45 the active membership dues.

46 6. The membership dues for substitute
47 teachers shall be one-fourth (1/4) the
48 membership dues described in C.1.

49 7. Membership dues for Education
50 Support Professionals shall be a percentage
51 of the membership dues described in C.1.
52 using the following dues scale:

- 53 • 50% of the average teacher's base
54 salary – 25% dues
- 55 • Above 50% to 75% of the average
56 teacher's base salary – 50% dues
- 57 • Above 75% to 100% of the average
58 teacher's base salary – 75% dues
- 59 • 100% and above the average
60 teacher's base salary – 100% dues

61 8. A local association shall be
62 responsible for collection of all its active
63 membership dues. Active member dues may
64 be collected from the member through payroll
65 deduction, one time check, EFT, or any other
66 method as approved and instituted by the
67 WEA.

68 9. The following scale shall apply to WEA
69 members who have previously belonged to
70 The NEA Student program. This scale shall
71 apply only during the member's initial year as
72 a teacher.

- 73 • One (1) year Membership - \$10 dues
74 rebate
- 75 • Two (2) years membership - \$20 dues
76 rebate
- 77 • Three (3) years membership - \$30
78 dues rebate
- 79 • Four (4) years membership - \$40
80 dues rebate

81 Documentation shall be found in the NEA
82 membership system to verify past
83 membership.

84 85 **Section 3 – Reserve Membership**

86
87 A. Reserve membership shall be open to
88 any of the following who are affiliated with a
89 Wyoming educational institution:

90 1. person who is on leave of absence of
91 at least six (6) months from the employment
92 that qualifies that individual for active
93 membership; or

94 2. person who has held active
95 membership in the Association, but whose
96 employment status no longer qualifies that
97 individual for such membership.

98
99 B. Reserve members may not vote or hold
100 elective or appointive positions in the
101 Association.

102 C. The annual membership fee for reserve
103 members shall be one-half (1/2) of the
104 appropriate active membership category.

1
2 **Section 4 – Retired Membership**
3

4 A. Retired membership shall be open to any
5 retired employee of a school district, college,
6 university or other institution devoted
7 primarily to educational work.
8

9 B. Retired members shall be entitled to the
10 rights, benefits, and privileges as approved
11 by the WEA Board and/or the Delegate
12 Assembly, including voting, holding elective
13 and appointive office, and serving as a
14 delegate of affiliated education associations
15 and the WEA, except where prohibited.
16

17 C. An active member of WEA is eligible at
18 any time, upon application and payment of
19 membership dues, to become a pre-retired
20 subscriber of WEA-Retired. A pre-retired
21 subscriber of WEA-Retired shall be entitled to
22 the rights, benefits, and privileges of retired
23 members except the right to vote for or hold
24 office in WEA-Retired and the right to be
25 counted for representation by WEA-Retired at
26 Delegate Assembly. Pre-retired subscribers
27 of WEA-Retired shall not relinquish any rights
28 or privileges of their active membership
29 provided they remain active members in good
30 standing. A pre-retired subscriber shall
31 automatically become a WEA-Retired
32 member upon retirement.
33

34 D. The membership dues for WEA-Retired
35 members and pre-retired subscribers shall be
36 a one-time (1) payment of \$50 for lifetime
37 membership.
38

39 E. WEA-Retired membership for retired
40 members or pre-retired subscribers shall be
41 unified with NEA-Retired membership.
42

43 **Section 5 – Student Membership**
44

45 A. Student membership shall be open to all
46 students who are enrolled in a teacher
47 education program in an accredited college or
48 university and are unified members of the
49 NEA Student Program. Student membership
50 shall be closed to those who are qualified for
51 any other membership category.
52

53 B. SWEA members shall be entitled to the
54 rights, benefits, and privileges as approved
55 by the WEA Board and/or the Delegate
56 Assembly, except the right to hold WEA
57 elective office.
58

59 C. The annual membership dues for student
60 membership shall be \$8.50.
61

62 **Section 6 – Honorary Membership**
63

64 A. Any member, local education association,
65 or the WEA Board may propose to the WEA
66 Board a nominee for honorary membership.
67 The nominee shall become an honorary
68 member provided the nomination is approved
69 by three-fourths (3/4) of the WEA Board and
70 by majority vote of the Delegate Assembly.
71 The period for which an honorary
72 membership is granted shall be determined at
73 the time that such honorary membership is
74 granted.
75

76 B. An honorary member shall receive the
77 publications of the Association; may attend
78 open meetings, conferences, conventions,
79 and assemblies, except where prohibited; but
80 may not vote or hold elective office.
81

82 C. There shall be no dues for honorary
83 membership.
84

85 **Section 7 – Educational Position**

86 Where Association membership is denied
87 on the local level by virtue of educational
88 position, the WEA shall provide for
89 membership at the state level.

90 “Educational position” shall be defined as
91 the job classification held by a member in a
92 Wyoming school district or institution of
93 higher education.
94

95 **Section 8 – Category Change**

96 Any member who changes professional
97 or occupational position shall be transferred
98 to the category of membership applicable to
99 the new position. Dues shall be adjusted as
100 of the date of change.
101

102 **Section 9 – Limitations**

103 Membership privileges and services,
104 including legal responsibilities, shall be

1 limited to activities occurring after the first day
2 of membership.

3 4 **ARTICLE V: ELECTIONS**

5 6 **Section 1 – Notification**

7
8 A. The WEA shall notify each local
9 association after January 15, but no later than
10 February 15, of offices and positions that are
11 to be filled and of the WEA nomination and
12 election procedure.

13
14 B. The WEA shall make every reasonable
15 effort to publicize the names and
16 qualifications of all candidates in a publication
17 of the WEA, as well as the WEA website,
18 preceding the election.

19 20 **Section 2 – Types of Election**

21 22 A. Initiative and Referendum

23 1. Any initiative or referendum pertaining
24 to Delegate Assembly or WEA Board actions
25 must be submitted to the WEA Board within
26 30 days following adoption of the minutes of
27 said action, as long as the 30 days do not fall
28 in June, July or August.

29 2. Initiative and referendum elections
30 shall be by secret ballot.

31 32 B. Statewide and Regional Positions

33 1. Statewide Officers to be elected shall
34 be WEA President, WEA Vice President,
35 WEA Treasurer, and NEA Director;

36 2. Statewide representatives to be
37 elected shall be WEA ESP Representative,
38 WEA Higher Education Representative, and
39 WEA Ethnic-Minority Representative;

40 3. Statewide NEA-RA state delegates
41 category 1, and category 2;

42 4. Regional positions to be elected shall
43 be the region presidents, vice-presidents, and
44 region representative(s); and

45 5. Regional NEA-RA cluster delegates.

46 6. Nominations for all positions excluding
47 NEA Director shall be open to active and
48 retired members only and shall be filed with
49 the WEA as per WEA governing documents.
50 Nominations for NEA Director shall be open
51 to active members only. Nominations may be
52 made from the floor of Delegate Assembly
53 and will be included with the secret ballot.

54 7. In the event that fewer than two (2)
55 members have been nominated for any
56 position eight (8) weeks prior to the election,
57 the WEA shall make every reasonable effort
58 to secure at least two (2) candidates for the
59 position to be filled.

60 8. Statewide and regional elections shall
61 be conducted within thirty (30) days following
62 the last day of Delegate Assembly.

63 9. Elections shall be by open nomination
64 procedure, secret ballot and majority of valid
65 ballots cast.

66 10. The one-person-one-vote principle
67 shall apply.

68 69 C. Run-Off

70 1. When no candidate for a position
71 receives a majority of valid ballots cast, a
72 special runoff election shall be conducted
73 within twenty (20) days following the
74 announcement of the regular election results.
75 The names of the two (2) candidates
76 receiving the most votes will be presented to
77 the membership in accordance with ARTICLE
78 V, Section 3.

79 2. Election shall be determined by a
80 majority of valid ballots cast.

81 82 D. Statewide Proportionate Representation

83 1. Upon notification by the WEA Board
84 that statewide proportionate representation
85 ratios in regard to membership on the WEA
86 Board are not being met, the WEA shall
87 secure the names of active members from
88 the ranks of the statewide proportionate
89 representation membership.

90 2. Election of statewide proportionate
91 representatives shall be by secret ballot.

92 3. Election shall be determined by a
93 majority of the valid ballots cast.

94

1 **Section 3 – Election Procedures**

2 Delegate Assembly shall determine the
3 ballot procedure which will be used in an
4 election. In the event a special election
5 would need to be held, the WEA board will
6 determine the ballot procedure which will be
7 used.

8
9 **A. Mail Ballots**

10 1. Ballots for all active members of all
11 local associations and the accompanying
12 forms shall be available by the last meeting of
13 the Delegate Assembly to be picked up and
14 taken back to the local by a designated
15 member from that local.

16 2. Members who are not affiliated with a
17 local, and locals that do not have a
18 representative at Delegate Assembly, shall
19 have the ballots and accompanying forms
20 mailed to them within two (2) business days
21 of the conclusion of Delegate Assembly.

22 3. Elections that are conducted by the
23 local associations shall be under the direction
24 of the local president.

25 4. The signature sheets or signed
26 envelopes from locally sanctioned secret
27 ballots, tabulation forms, and ballots shall be
28 delivered to the WEA Headquarters Office.

29 The package of signature sheets,
30 tabulation forms and ballots shall be received
31 in the WEA Headquarters Office within ten
32 (10) days after the election week (7 days).
33 The date and time received shall be clearly
34 stamped upon delivery to the WEA
35 Headquarters Office.

36 5. The local president shall see that
37 absentee balloting is allowed for elections,
38 initiatives and referendums upon receipt of
39 written application. A letter of explanation
40 must accompany such voting. This letter will
41 be enclosed with ballots and tabulation forms.

42 6. The ballots shall be kept on file at the
43 WEA Headquarters Office for sixty (60) days
44 following the designated election.

45 7. The WEA Board shall establish and
46 approve supplemental election procedures
47 and canvassing policies.

48 **B. Electronic Ballots**

49 1. Only outside vendors who can ensure
50 a secret ballot, one-person-one-vote process
51 and have a reputation for conducting
52 successful on-line elections will be
53 considered.

54 2. Notification of the election and
55 instructions for voting will be sent to all WEA
56 members who are eligible to vote at least five
57 days prior to the start of the election.

58 3. E-mail notifications will be sent to
59 eligible voters beginning with the start of the
60 election.

61 4. Finalization of election results will
62 occur within 48 hours of the close of the
63 election.

64 5. The WEA Board shall establish and
65 approve supplemental election procedures
66 and canvassing policies.

67 6. Elections conducted by WEA local
68 associations shall be under the direction of
69 the local association president and may be
70 included in the electronic election if the local
71 meets the guidelines and procedures as
72 determined by the WEA Board.

73

74 **Section 4 – Campaign Practices**

75 No monies from membership dues,
76 assessments, or similar levies may be used
77 to promote the candidacy of a person seeking
78 office within the state, region, or local
79 organizations.

80

81 **Section 5 – Definitions for Elections**

82

83 **A. Open Nominations**

84 Open nomination procedure shall mean a
85 procedure by which every eligible WEA
86 member shall have the opportunity to
87 nominate any WEA member who meets the
88 qualifications for office and any limitations
89 specified in the WEA Constitution and
90 Bylaws.

91 Every member shall have a reasonable
92 opportunity to make nominations and to be
93 nominated. The names of all eligible
94 nominees shall appear on the ballot. The
95 ballot shall not identify the source of any
96 nominations or indicate endorsing parties.
97 The open nominations should provide all
98 eligible voters with timely notice of the
99 positions that need to be filled and of the

1 time, place, and proper form for submitting
2 nominations.

3
4 **B. Election by Secret Ballot**

5 Secret ballot shall mean a procedure for
6 voting in such manner that the person
7 expressing a choice cannot be identified with
8 the choice expressed.

9
10 **C. Election by Majority Vote**

11 The requirement of a majority vote is
12 interpreted to mean more than 50 percent
13 (50%) of the valid ballots cast. WEA shall
14 provide for runoff elections as necessary in
15 order to assure elections by majority vote.

16
17 **D. One-Person – One-Vote Principle**

18 This term shall mean a voting procedure
19 by which the vote of each member of the
20 association shall have equal weight.

21
22 **E. Initiative and referendum**

23 A referendum is a direct vote in which the
24 entire membership is asked to vote on a
25 particular proposal. This may result in the
26 adoption of a new constitution or a
27 constitutional amendment.

28 A referendum is also known as an
29 initiative when originating from a petition of
30 WEA members.

31
32 **ARTICLE VI: MEMBERSHIP ON THE WEA**
33 **BOARD**

34
35 **Section 1 – Membership on the WEA**
36 **Board**

37 Voting members of the WEA Board shall
38 include:

- 39 A. Executive Committee (the four officers of
40 the Association);
- 41 B. Region Presidents;
- 42 C. Region Representative(s);
- 43 D. ESP Statewide Representative;
- 44 E. Ethnic-Minority Statewide Representative;
- 45 F. Higher Education Statewide
46 Representative;
- 47 G. WEA-Retired President;
- 48 H. SWEA President; and
- 49 I. Additional positions for two (2)-year
50 terms, if necessary, to satisfy additional
51 proportionate representation guarantee.

52
53

54 **Section 2 – Region Representation**

55
56 A. Each region shall be represented on the
57 WEA Board by the region president and a
58 region representative using an apportionment
59 scale of 1:550 with major fraction, for the first
60 1375 active members. Apportionment shall
61 be computed using the January 15
62 membership of the current year. Additional
63 representatives will be allowed for active
64 members beyond the threshold of 1,375,
65 according to the chart below.

66
67 B. Region Apportionment Scale 1:550 with
68 major fraction.

69

70 <i>Active Members</i>	70 <i>Representation</i>
71 Up to 1375	71 Region President and 72 Region Rep I
73 1376-1925	73 Region Rep II
74 1926-2475	74 Region Rep III

75
76 C. When the regional membership
77 apportionment scale dictates the addition of a
78 representative, the term shall begin on July
79 15 of the current year.

80 When the regional membership
81 apportionment scale dictates the loss of a
82 representative, the term shall end on July 14
83 of the current year.

84
85 D. In order that no more than three (3)
86 regions shall have terms of region president
87 expire in any one (1) year, the terms of office
88 shall be staggered.

89
90 **Section 3 – Ethnic-Minority, Education**
91 **Support Professionals (ESP), and Higher**
92 **Education Statewide Representation**

93
94 A. The Ethnic-Minority, ESP, and Higher
95 Education statewide representatives shall be
96 elected to a two (2)- year term and shall
97 serve no more than three (3) consecutive
98 terms.

99
100 B. To be eligible to hold a statewide position,
101 an individual must belong to that respective
102 group.

103
104

1 C. Statewide apportionment scale 1:550 with
2 major fraction.

3 <i>Active Members</i>	<i>Representation</i>
4 Up to 825	Statewide Rep I
5 826-1375	Statewide Rep II
6 1376-1925	Statewide Rep III

7
8 D. When the statewide membership
9 apportionment scale dictates the addition of a
10 representative, the term shall begin on July
11 15 of the current year.

12 When the statewide membership
13 apportionment scale dictates the loss of a
14 representative, the term shall end on July 14
15 of the current year.

16
17 E. Ethnic-Minority Representation

18 Affiliates of the Association shall take all
19 reasonable and legally permissible steps to
20 achieve ethnic-minority representation in their
21 elective and appointive bodies.

22
23 F. Definition of "Ethnic-Minority"

24 Ethnic-minority shall mean those persons
25 designated as ethnic-minority by statistics
26 published by the United States Bureau of the
27 Census.

28 29 **Section 4 – Advisory Members**

30
31 A. Advisory members will include the WEA
32 Executive Director, a Wyoming Education
33 Association Staff Organization (WEASO)
34 representative and others at the WEA
35 Board's discretion.

36
37 B. The WEA Board shall not exclude the
38 WEA Executive Director from executive
39 sessions of board meetings, except when
40 employment status is to be discussed.

41 42 **ARTICLE VII: DUTIES OF THE WEA** 43 **BOARD**

44 45 **Section 1 – Program Responsibility**

46 The WEA Board shall be responsible for
47 carrying out the programs of the organization
48 and for ensuring that continuity in programs is
49 maintained throughout the state, region, and
50 local levels. To carry out this responsibility,
51 the WEA Board may adopt policies consistent
52 with the directives of the Delegate Assembly.
53 Such policies shall be available to members

54 of Delegate Assembly upon request. Region
55 presidents will report regularly on the
56 progress of these programs to the region
57 councils.

58 59 **Section 2 – Staff Employment**

60 The WEA Board shall employ under
61 contract an Executive Director, who shall
62 serve as the administrative officer of the
63 Association. In addition, the WEA Board
64 shall employ, upon recommendation from the
65 WEA Executive Director, the necessary
66 professional staff and office personnel to
67 implement the program of the Association as
68 contained in the program and budget
69 accepted by the Delegate Assembly.

70 71 **Section 3 – WEA Executive Director** 72 **Reports**

73 The WEA Board shall receive regular
74 reports from the WEA Executive Director on
75 Association and staff activities, and shall
76 solicit the WEA Executive Director's
77 recommendations for new or altered courses
78 of action. The WEA Executive Director and
79 staff shall be directly responsible to the WEA
80 Board and shall receive its approval before
81 initiating changes in operation.

82 83 **Section 4 – Financial Statements**

84 Each member of the WEA Board shall
85 receive, at regularly scheduled board
86 meetings, financial statements comparing
87 actual expenditures with budgeted amounts
88 and showing total current resources and
89 obligations. The WEA Board shall be
90 responsible for overseeing all aspects of the
91 financial management of the Association.

92 93 **Section 5 – Program and Budget** 94 **Preparation**

95
96 A. The Program and Budget Committee shall
97 prepare a Program and Budget for each WEA
98 year. The WEA President, WEA Vice
99 President, WEA Treasurer, NEA Director, and
100 Region Presidents shall comprise the
101 committee. The WEA President shall preside
102 as Chair. A member of the committee shall
103 serve only while a member of the WEA
104 Board. The WEA Executive Director and the
105 WEA Business Manager shall serve as
106 consultants to the committee, without vote.

1 B. The budget shall indicate the basis for any
2 estimated income and expenditures. Copies
3 of the proposed budget shall be available to
4 the Delegate Assembly delegates thirty (30)
5 days before the annual session of the
6 Delegate Assembly.

7
8 C. The income from WEA members' dues,
9 available for the next fiscal year's proposed
10 budget, shall be calculated using ninety-five
11 percent (95%) of the active certified and
12 active ESP FTEs (full-time equivalents) and
13 one hundred percent (100%) of all other
14 membership categories, as of December 15
15 of the current Association year.

16
17 D. The income from WEA members' dues
18 available for revising the current year's
19 adopted budget shall be calculated at ninety-
20 eight percent (98%) of the active certified and
21 active ESP FTEs and one hundred percent
22 (100%) of all other membership categories,
23 as of December 15 of the current Association
24 year.

25
26 E. A contingency fund in the amount equal to
27 two percent (2%) of the total budgeted
28 income from WEA members' dues shall be
29 provided annually in the WEA budget.

30
31 F. The WEA Board will include estimated
32 projected expenditures as part of the budget
33 update, with explanation for over-budget
34 expenditures to the Delegate Assembly.

35
36 G. The WEA Board will ensure that the
37 Delegate Assembly handbook shall include a
38 comparison of income, salaries and legal
39 services expenses for the proposed, current
40 and previous year's budgets.

41 42 **Section 6 – Audit**

43 The WEA Board shall provide for an
44 annual independent audit of the financial
45 records of the Association by a certified
46 public accountant not otherwise engaged by
47 the Association for maintaining its accounts.
48 Individual WEA Board members shall receive
49 copies of the audit report from the auditor.
50 The WEA Board shall be responsible for
51 distributing the audit report to all members of
52 the Association who request it.

53

54 **Section 7 – Bonding**

55 The WEA Board shall provide for bonding
56 of the WEA Executive Director and any other
57 employees or WEA Board members directly
58 involved with receipts and disbursements of
59 the Association funds. The amount of the
60 bond should equal at least the largest amount
61 of funds that may be available at any one
62 time.

63 64 **Section 8 – NEA Representative Assembly 65 (NEA-RA) Directives**

66
67 A. The WEA Board shall prepare, publish
68 and implement directives, in accordance with
69 current NEA governing documents, for the
70 nomination, election and funding of state,
71 region (when applicable), and local delegates
72 to the NEA-RA. Each NEA-RA state delegate
73 will be elected in a statewide election for a
74 two (2)- year term.

75
76 B. A vacancy in the position of a regular
77 delegate must be filled by an elected
78 successor. Successor delegates should be
79 elected at the same time and in the same
80 manner as the regular delegates and must
81 meet the same requirements as regular
82 delegates. Successor delegates shall be
83 listed in rank order of votes received.

84 85 **Section 9 – Quorum and Meetings**

86 The WEA Board shall meet at least
87 quarterly. A quorum for all meetings shall
88 consist of two-thirds (2/3) of the WEA Board
89 members. If any member of the WEA Board
90 is absent from more than two (2) regular
91 meetings, without good reason, that position
92 shall be declared vacant and the vacancy
93 filled.

94 95 **Section 10 – Accountability**

96 The WEA Board, through the WEA
97 President or WEA Executive Director, shall
98 make a yearly accounting of all new business
99 items (NBIs) adopted by the previous
100 Delegate Assembly, giving the disposition
101 and status of each. The report shall include
102 the method and timeline by which this shall
103 be done. This report shall be included with
104 materials sent to the delegates prior to the
105 Delegate Assembly.

106

1 **Section 11 – Treasurer’s Designee**
2 The WEA Board may, if necessary,
3 appoint one (1) of its number to serve a one
4 (1)-year term as Treasurer’s designee. The
5 Treasurer or Treasurer’s designee shall co-
6 sign, along with the WEA Executive Director,
7 all checks and warrants drawn upon the
8 Association’s accounts.
9
10 **Section 12 – WEA Board Minutes**
11 The WEA Board shall ensure that minutes
12 of the WEA Board meetings are sent to
13 presidents of locals, committee chairs,
14 delegates to the Delegate Assembly, and
15 others as may be directed by the WEA Board.
16
17 **Section 13 – Membership Ratio**
18 **Computation**
19 The WEA Board shall provide for the
20 computation of the statewide representation
21 ratios based on the January 15 active
22 membership of the current year. These ratios
23 shall be applied to the appointment of
24 committee members, the WEA Board’s
25 membership, and any other appointed or
26 elected body within the Association.
27
28 **Section 14 – WEA Delegate Assembly**
29 The WEA Board shall:
30
31 A. make provisions to recycle any recyclable
32 item, whenever possible;
33
34 B. secure appropriate statewide locations for
35 future delegate assemblies;
36
37 C. arrange, if possible, to schedule delegate
38 assembly so that it does not conflict with the
39 state mandated testing windows;
40
41 D. ensure that the Delegate Assembly
42 handbook includes directions and guidelines
43 for writing and submitting platform proposals
44 and new business items. Delegate briefing
45 agendas shall include instructions for writing
46 and submitting platform and new business
47 items; and
48
49 E. ensure that salary schedule and fringe
50 benefit plan for all WEA employees for the
51 current year shall be included in the Delegate
52 Assembly handbook.
53

54 **ARTICLE VIII: DUTIES OF STATEWIDE**
55 **OFFICERS**
56
57 **A. EXECUTIVE COMMITTEE**
58
59 **Section 1 – WEA President**
60 The President shall be the chief executive
61 officer of the Association and shall be
62 responsible for its governance function and
63 the quality of all Association policy forming
64 and adoption procedures. Term of office
65 begins July 15 of the year elected.
66
67 Duties include:
68 1. attending WEA Board meetings as a
69 voting member;
70 2. serving as a voting delegate to the
71 WEA Delegate Assembly;
72 3. attending region Delegate Assembly
73 briefings as a resource;
74 4. presiding over all meetings of the
75 WEA membership and its governing units, the
76 WEA Board, and the WEA Delegate
77 Assembly, and exercising primary
78 responsibility in preparing the agendas for
79 these meetings;
80 5. ensuring that the minutes, platforms,
81 current new business items, Constitution,
82 Bylaws, and other non-financial records of the
83 Association are carefully and accurately kept,
84 and that they are distributed promptly and in
85 lucid form to presidents of locals, committee
86 chairs, delegates to the Delegate Assembly,
87 and others as may be directed by the WEA
88 Board;
89 6. presenting recommendations to the
90 WEA Board and Delegate Assembly for the
91 establishment of Association goals, priorities,
92 and action programs; being directly
93 accountable to the WEA Board and making a
94 regular report of governance activities and
95 needs;
96 7. ensuring that Delegate Assembly
97 handbooks contain the names and
98 educational assignments of delegates by
99 local and region;
100 8. ensuring that Delegate Assembly
101 handbooks shall clearly delineate all WEA
102 and NEA payments made to the WEA
103 Executive Director for salary and benefits;
104 9. promoting community outreach during
105 each Delegate Assembly;

1 10. providing for a meeting of local
2 presidents in conjunction with the beginning
3 of Delegate Assembly;
4 11. articulating communications
5 concerning the WEA Delegate Assembly and
6 WEA Board actions, goals, and membership
7 concerns, and acting as co-spokesperson
8 with the WEA Executive Director in keeping
9 the membership, WEA Board members, and
10 the public informed of vital positions which
11 the Association has taken;
12 12. serving as an ex-officio member,
13 without vote, of all WEA committees, and
14 making timely committee and chairperson
15 appointments, with advice and consent of the
16 WEA Board;
17 13. training all chairpersons as to their
18 responsibilities and roles and assuring that
19 proper conditions exist wherein they can
20 successfully function;
21 14. assisting chairpersons to develop
22 program objectives and activities which assist
23 each committee to carry out its function
24 successfully;
25 15. establishing procedures and time lines
26 for formulating and adopting the Association's
27 annual budget, in conjunction with the
28 Program and Budget Committee and WEA
29 Executive Director seeing that committees
30 and local and region presidents have input to
31 the development of the budget; chairing the
32 Program and Budget Committee;
33 16. working cooperatively with WEA local
34 affiliate leaders in unifying and building
35 support for the United Education Profession,
36 engaging in on-going field visits to WEA local
37 affiliates to create a better understanding of
38 WEA governance objectives, and securing
39 direct input from local association leaders
40 regarding critical issues;
41 17. meeting on a regular basis with the
42 WEA Executive Director to discuss issues in
43 which WEA is or will be involved and
44 assisting in coordinating the respective roles
45 in areas where there is a sharing of
46 responsibility;
47 18. assisting the WEA Executive Director,
48 as directed by the WEA Executive Director, in
49 working with the staff; attending staff
50 meetings which are directed and coordinated
51 by the WEA Executive Director;
52 19. approving, in conjunction with the
53 WEA Executive Director, all WEA

54 expenditures within the Association budget
55 and expense reimbursement guidelines;
56 20. approving travel expenses of the WEA
57 Executive Director;
58 21. acquainting the WEA Vice-President
59 with his/her role as well as the role of WEA
60 President;
61 22. coordinating WEA's legislative
62 program and ensuring that all sponsored
63 positions are politically sound, are compatible
64 with Association objectives, and are feasible;
65 meeting extensively with elected local affiliate
66 leaders to explain, clarify, and enhance
67 support for WEA's legislative program, and
68 assisting WEA's lobbying efforts as a
69 member of the lobbying team;
70 23. keeping informed of regional and
71 national concerns and representing WEA's
72 governance interests with NEA at the NEA-
73 RA, at National Council of State Education
74 Association (NCSEA) meetings, at The NEA
75 Fund for Children and Public Education
76 meetings, and at other national meetings that
77 are related to governance concerns;
78 24. serving as or designating an alternate
79 to serve as the WEA liaison to the State
80 Board of Education and Professional
81 Teaching Standards Board and to any other
82 state committees that the WEA President and
83 WEA Executive Director deem important;
84 25. acting as chief elections officer by
85 overseeing all state election proceedings;
86 26. serving as chair of the Wyoming
87 Educators' Benefit Trust Board;
88 27. serving as chair of the Wyoming
89 Education Association Political Action
90 Committee for Education (WEA-PACE);
91 28. serving as Chair of the WEA
92 Executive Committee;
93 29. authorizing WEA financial support for
94 members requiring legal services, in
95 consultation with the WEA Executive Director
96 and legal counsel;
97 30. serving as a voting delegate to the
98 NEA-RA. When applicable, the President
99 and President Elect shall serve as voting
100 delegates to the NEA-RA, with expenses paid
101 by the Association;
102 31. serving as second alternate NEA
103 Director;
104 32. maintaining a residence in the city
105 where the WEA Headquarters Office is
106 located; and

33. fulfilling other duties as appropriate.

Section 2 – WEA Vice President

The Vice President shall discharge the duties of the President in the absence or incapacity of that officer and shall also assume such duties as assigned by the President or WEA Board. Term of office begins July 15 of the year elected.

Duties include:

1. attend WEA Board meetings as a voting member;
2. serving as a voting delegate to the WEA Delegate Assembly;
3. attending region Delegate Assembly briefings as a resource;
4. serving as the Chair of the Membership Committee;
5. serving on the WEA Program and Budget Committee;
6. serving on the Wyoming Educators' Benefit Trust Board;
7. representing the WEA President at his/her request at meetings and conferences;
8. assuming the WEA President's role in his/her absence;
9. serving as a voting delegate to the NEA-RA. When applicable, the Vice President and Vice President Elect shall serve as voting delegates to the NEA-RA, with expenses paid by the Association;
10. serving as first alternate NEA Director; and
11. fulfilling other duties as appropriate.

Section 3 – WEA Treasurer

The Treasurer shall oversee all financial records of the Association and shall communicate the financial activities of the Association to the WEA Board and to the Delegate Assembly. Term of office begins July 15 of the year elected.

Duties include:

1. attend WEA Board meetings as a voting member;
2. serving as a voting delegate to the WEA Delegate Assembly;
3. attending region Delegate Assembly briefings as a resource;
4. conducting a program budget and audit hearing at Delegate Assembly;

5. making the report of the financial status of the Association prior to the adoption of the proposed budget at Delegate Assembly;

6. signing (or appointing a WEA Treasurer's designee to sign) all vouchers and checks to be paid by the Association;

7. co-signing (or having designee co-sign) notes for borrowing money for the Association;

8. meeting with the auditor prior to the WEA Board receiving the audit report;

9. conferring with the WEA Treasurer's designee prior to the financial report at WEA Board meetings, when needed;

10. serving on the Wyoming Educators' Benefit Trust Board;

11. serving on the WEA Program and Budget Committee;

12. serving on the WEA Board Negotiations Committee;

13. ensuring that bonding is provided for the WEA Executive Director and any other employees or WEA Board members directly involved with the receipts and disbursements of Association funds; and

14. serving as liaison to WEA committees as directed by the WEA President;

15. serving as a voting delegate to the NEA-RA, with expenses paid by the Association; and

16. fulfilling other duties as appropriate.

Section 4 – NEA Director

The NEA Director shall be a liaison between the programs of the state Association and NEA. Term of office begins September 1 of the year elected.

Duties include:

1. representing WEA interests to the NEA Board of Directors;
2. attend WEA Board meetings as a voting member;
3. serving as a voting delegate to the NEA-RA, with expenses paid by NEA;
4. communicating NEA programs and positions to WEA leadership;
5. selecting, in conjunction with the WEA President, NEA-funded delegates to leadership summits;

- 1 6. working, in conjunction with the WEA
- 2 President and WEA Executive Director, to
- 3 secure NEA project funding;
- 4 7. serving as a voting delegate to the
- 5 WEA Delegate Assembly;
- 6 8. attending region Delegate Assembly
- 7 briefings as a resource;
- 8 9. serving on the WEA Program and
- 9 Budget Committee;
- 10 10. serving on the Wyoming Educators'
- 11 Benefit Trust Board;
- 12 11. serving on the WEA Board
- 13 Negotiations Committee;
- 14 12. serving as liaison to WEA committees
- 15 as directed by the WEA President; and
- 16 13. fulfilling other duties as appropriate.

17 **B. STATEWIDE REPRESENTATIVES**

18 **Section 1 - Education Support**

19 **Professional (ESP) Statewide**

20 **Representative**

21 The ESP Statewide Representative shall
22 be a liaison between the ESP members and
23 The Board. Term of office begins July 15 of
24 the year elected.

25 Duties include:

- 26 1. attend WEA Board meetings as a
- 27 voting member;
- 28 2. initiating and assisting governance
- 29 and staff with ESP membership programs;
- 30 3. communicating with WEA ESP
- 31 members;
- 32 4. advising the WEA President regarding
- 33 ESP participation in all Association activities;
- 34 5. serving on the committee to select the
- 35 WEA ESP of the Year Award winner;
- 36 6. serving as a voting delegate to
- 37 Delegate Assembly;
- 38 7. participating in a Delegate Assembly
- 39 briefing session prior to Delegate Assembly;
- 40 8. chairing the ESP Caucus at Delegate
- 41 Assembly;
- 42 9. reporting to the WEA Board and
- 43 preparing an annual report for inclusion in the
- 44 Delegate Assembly handbook on the status
- 45 of the ESP Program; and
- 46 10. fulfilling other duties as appropriate.

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48
49
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52

53 **Section 2 - Ethnic-Minority Statewide**

54 **Representative**

55 The Ethnic-Minority Statewide
56 Representative shall be a liaison between the
57 ethnic-minority members and The Board.
58 Term of office begins July 15 of the year
59 elected.

60 Duties include:

- 61 1. attend WEA Board meetings as a
- 62 voting member;
- 63 2. initiating and assisting governance
- 64 and staff with Ethnic-Minority membership
- 65 programs;
- 66 3. communicating with WEA Minority
- 67 Affairs members;
- 68 4. advising the WEA President regarding
- 69 Ethnic-Minority participation in all Association
- 70 activities;
- 71 5. serving as a voting delegate to
- 72 Delegate Assembly;
- 73 6. participating in a Delegate Assembly
- 74 briefing session prior to Delegate Assembly;
- 75 7. chairing the Ethnic-Minority Caucus at
- 76 Delegate Assembly;
- 77 8. reporting to the WEA Board and
- 78 preparing an annual report for inclusion in the
- 79 Delegate Assembly handbook on the status
- 80 of the Minority Affairs Program; and
- 81 9. fulfilling other duties as appropriate.

82 **Section 3 - Higher Education (Higher Ed)**

83 **Statewide Representative**

84 The Higher Ed Statewide Representative
85 shall be a liaison between the Higher Ed
86 members and The WEA Board. Term of
87 office begins July 15 of the year elected.

88 Duties include:

- 89 1. attend WEA Board meetings as a
- 90 voting member;
- 91 2. initiating and assisting governance
- 92 and staff with Higher Ed membership
- 93 programs;
- 94 3. communicating with WEA Higher Ed
- 95 members;
- 96 4. advising the WEA President regarding
- 97 Higher Ed participation in all Association
- 98 activities;
- 99 5. serving as a voting delegate to
- 100 Delegate Assembly;
- 101 6. participating in a Delegate Assembly
- 102 briefing session prior to Delegate Assembly;

- 1 7. chairing the Higher Ed Caucus at
- 2 Delegate Assembly;
- 3 8. reporting to the WEA Board and
- 4 preparing an annual report for inclusion in the
- 5 Delegate Assembly handbook on the status
- 6 of the Higher Ed program;
- 7 9. serving as liaison for Higher Ed
- 8 members and locals with NEA, the National
- 9 Council on Higher Education, and state
- 10 associations of higher education faculty and
- 11 support staff;
- 12 10. attending the NEA Higher Education
- 13 Conference; and
- 14 11. fulfilling other duties as appropriate.
- 15

16 **Section 4 - Student WEA (SWEA)**

17 **President**

18 The SWEA President shall be a liaison
19 between the SWEA members and The WEA
20 Board. Term of office begins July 15 of the
21 year elected.

22
23 Duties include:

- 24 1. attend WEA Board meetings as a
- 25 voting member;
- 26 2. presiding over chapter meetings;
- 27 3. attending leadership conferences or
- 28 ensuring chapter representation at such
- 29 conferences;
- 30 4. acting as liaison between chapter
- 31 members and the WEA Board by written,
- 32 oral, or electronic communication;
- 33 5. preparing written reports for WEA
- 34 Board meetings;
- 35 6. encouraging and supporting local
- 36 chapter presidents in the execution of their
- 37 duties;
- 38 7. involving UniServ Directors, state
- 39 leadership, committee members and other
- 40 chapter leaders in region functions;
- 41 8. overseeing all chapter committees;
- 42 9. serving as a voting delegate to
- 43 Delegate Assembly;
- 44 10 participating in caucus meetings at
- 45 Delegate Assembly;
- 46 11. preparing an annual report for
- 47 inclusion in the Delegate Assembly
- 48 handbook;
- 49 12. serving as an official voting delegate
- 50 to NEA-RA, with expenses paid equal to that
- 51 of other state-funded delegates; and
- 52 13. fulfilling other duties as appropriate.
- 53

54 **Section 5 - WEA-Retired President**

55 The WEA-Retired President shall be a
56 liaison between the retired members and The
57 WEA Board. Term of office begins July 15 of
58 the year elected.

59
60 Duties include:

- 61 1. attend WEA Board meetings as a
- 62 voting member;
- 63 2. serving as the Chair of the WEA-
- 64 Retired Executive Board;
- 65 3. attending WEA-Retired Board
- 66 meetings;
- 67 4. publishing WEA-Retired newsletter as
- 68 needed;
- 69 5. advising the WEA President regarding
- 70 WEA-Retired participation in all Association
- 71 activities;
- 72 6. initiating and assisting governance
- 73 and staff with WEA-Retired membership
- 74 programs;
- 75 7. conducting an annual meeting for
- 76 WEA-Retired members prior to Delegate
- 77 Assembly;
- 78 8. serving as a voting delegate to
- 79 Delegate Assembly;
- 80 9. participating in a Delegate Assembly
- 81 briefing session prior to Delegate Assembly;
- 82 10. reporting to the WEA Board and
- 83 preparing an annual report for inclusion in the
- 84 Delegate Assembly handbook on the status
- 85 of the WEA-Retired;
- 86 11. attending the NEA-Retired annual
- 87 meeting;
- 88 12. serving as an official voting delegate
- 89 to the NEA-RA, with expenses paid equal to
- 90 that of other state-funded delegates;
- 91 13. attending the NEA-Retired
- 92 Conference; and
- 93 14. fulfilling other duties as appropriate.
- 94

95 **C. RECALL PROCEDURE**

96 Any elected officer of the Association who
97 is charged with violation of the NEA's "*Code*
98 *of Ethics of the Education Profession*",
99 malfeasance, misfeasance, or nonfeasance
100 shall, upon the receipt by the WEA Board of a
101 petition signed by twenty-five percent (25%)
102 of the current WEA membership, be subject
103 to a secret ballot referendum for recall. A
104 two-thirds (2/3) vote of the active membership
105 in favor of recall of the elected officer will
106 result in removal from office.

1 **ARTICLE IX: DELEGATE ASSEMBLY**

2
3 **Section 1 – Annual Meeting**

4 The meeting of the Delegate Assembly
5 constitutes the annual meeting of the
6 Wyoming Education Association.

7
8 **Section 2 – Sessions**

9 The Delegate Assembly shall meet
10 annually in April, or within one (1) week of
11 April. The WEA President, with the consent
12 of the WEA Board, shall determine the
13 specific time and place of such sessions.
14 Special sessions of the Delegate Assembly
15 may be convened in the same manner. The
16 delegates shall adopt Standing Rules
17 governing the Delegate Assembly on an
18 annual basis.

19
20 **Section 3 – Session Identification**

21 The WEA Board shall identify each
22 annual session of the Delegate Assembly by
23 consecutive numbering. Any special session
24 shall be identified with the annual session it
25 follows. The agenda of each session shall
26 use the term “meeting” to identify the several
27 segments of each session.

28
29 **Section 4 – Determining Policies**

30 The Delegate Assembly shall define the
31 policies of the Association by adoption or
32 amendment of the Standing Rules, Bylaws,
33 Platforms, and New Business Items. In
34 addition, it may propose amendments to the
35 Constitution and recommend to the WEA
36 Board means of carrying out policies.

37
38 **Section 5 – Program and Budget**

39 The Delegate Assembly shall accept the
40 preliminary Program and Budget submitted to
41 it by the WEA Board and may direct the WEA
42 Board to make changes in said Program and
43 Budget within the confines of the anticipated
44 revenues as presented. The WEA Board
45 shall exercise its authority to adjust actual
46 expenditures within the intended parameters
47 of the accepted final budget.

48
49 **Section 6 – Delegate Duties**

50 It shall be the duty of the delegates at
51 Delegate Assembly to represent the
52 professional interests of the Association, to
53 attend all meetings pertaining to Delegate

54 Assembly, and to inform members by
55 appropriate means of the issues and actions
56 of the Delegate Assembly.

57
58 **Section 7 – Apportionment of Delegates**

59 A. Delegates shall be apportioned to
60 chartered locals:

- 61 1. using a ratio of 1:40 active members
62 or major fraction thereof;
- 63 2. according to total membership as
64 shown by Association records as of January
65 15 of the previous WEA year. Where a local
66 has not previously existed, the latest
67 available membership records shall be used
68 to determine delegate allocations.

69
70 B. Every chartered local shall be entitled to
71 at least one (1) delegate.

72
73 C. Retired delegates shall be apportioned
74 using a ratio of 1:40 retired members or major
75 fraction thereof.

76
77 D. No person shall be counted as a member
78 of more than one (1) local. A delegate
79 representing a local must be a member of
80 that local.

81
82 **Section 8 – Delegate Allocation**
83 **Notification**

84 The WEA shall notify each local
85 association of the number of delegates to
86 which they shall be entitled for the next year's
87 Delegate Assembly. This notification shall
88 occur after January 15 of the current
89 membership year.

90
91 **Section 9 – Delegate Verification**

92 The president of each local association
93 should forward to the WEA Office, on a form
94 provided by the WEA, a list of the certified
95 delegates and alternates 60 days prior to
96 Delegate Assembly in that membership year.

97
98 **Section 10 – Delegate Certification**

99 The president of each local association
100 shall make final certification of the names of
101 delegates and alternates to the WEA. In the
102 event elected delegates and alternates are
103 unable to attend, the local shall secure
104 replacements by holding a special election.
105 In special circumstances (to be verified by the
106 WEA President in consultation with the local

1 president and/or region president), the local
2 president and/or region president may
3 appoint delegates to ensure that local's
4 representation.

6 **Section 11 – Credentials Committee**

7 A Credentials Committee consisting of the
8 region presidents shall be responsible for the
9 accreditation of delegates.

11 **Section 12 – Additional Members**

12 Members of the WEA Board shall be
13 voting members of the Delegate Assembly.

15 **Section 13– WEA-Retired Members**

16 WEA-Retired shall elect their own
17 representatives to Delegate Assembly
18 according to WEA procedures. WEA-Retired
19 delegates shall be voting members of the
20 Delegate Assembly.

22 **Section 14 – SWEA Members**

23 SWEA shall elect their own
24 representatives to Delegate Assembly
25 according to WEA procedures. SWEA
26 delegates shall be voting members of the
27 Delegate Assembly.

29 **Section 15 – WEA Past Presidents**

30 WEA Past Presidents of the Association
31 who are WEA members shall be voting
32 members of the Delegate Assembly.

34 **Section 16 – Ex-Officio Members**

35 Members of the Protocol Committee, and
36 other committee chairs shall be recognized
37 as ex-officio members of the Delegate
38 Assembly with full privileges of debate on
39 matters pertaining to the business of that
40 committee, but without vote, unless also
41 serving as a voting delegate in another
42 capacity.

44 **ARTICLE X: REGIONS**

46 **Section 1 – Region Boundaries**

47 Membership of the Association shall be
48 divided into regions according to place of
49 employment as follows:

51 A. Northeast Region, embracing Sheridan,
52 Johnson, Campbell, Crook, and Weston
53 counties;

54 B. Northwest Region, embracing Park, Big
55 Horn, Washakie, Hot Springs, and Fremont
56 counties;

58 C. Central Region, embracing Natrona,
59 Converse, and Niobrara counties;

61 D. Southwest Region, embracing Lincoln,
62 Carbon, Sweetwater, Uinta, Sublette, and
63 Teton counties; and

65 E. Southeast Region, embracing Laramie,
66 Albany, Platte, and Goshen counties.

68 **Section 2 – Region Structure**

70 A. The elected officers of each region shall
71 be a Region President, Region Vice
72 President, and Region Representative(s).

73 B. Regions shall be governed by a Region
74 Council comprised of region elected officers,
75 local association presidents (or official
76 designees), elected delegates to the WEA
77 Delegate Assembly, and region members of
78 WEA committees.

80 C. Region meetings shall be scheduled and
81 conducted by the Region President in
82 consultation with the Region Vice President
83 and the Region Representative(s).

85 D. The Regions shall be governed by the
86 WEA Constitution and Bylaws as well as their
87 own governing documents.

89 **Section 3 – Region Elections**

91 A. Elections of the region officers shall be
92 conducted as part of the WEA general
93 elections and shall be by open nominations,
94 secret ballot, and majority of valid ballots
95 cast.

97 B. All WEA active and retired members
98 within the region shall be entitled to vote.

100 C. The terms of office of the Region
101 President and the Region Vice President
102 shall coincide.

104 D. Region Representative I shall serve a
105 term on the WEA Board that alternates with
106 that of the Region President. If this election

1 coincides with the election of the Region
2 President, the initial term of Region
3 Representative I shall be only one (1)-year.
4

5 E. When multiple additional representatives
6 are elected for the same term, votes received
7 shall dictate representative position.
8

9 F. If a region qualifies for (an) additional
10 representative(s), the initial term of region
11 representative II shall be only one (1) year if
12 representative I is being elected at the same
13 time.
14

15 G. When no candidate for a region office
16 receives a majority of valid ballots cast, a
17 special run-off election shall be conducted as
18 outlined in ARTICLE V. Section 3.

19 **Section 4 – Terms of Office**

20
21 A. Each region officer shall be elected for a
22 term of two (2)-years.
23

24 B. The term of office for all region officers
25 shall be from July 15 to July 14.
26

27 C. No region officer shall be elected for more
28 than three (3) consecutive terms in each of
29 the three elected offices, or serve in more
30 than one region office concurrently.
31

32 **Section 5 – Vacancy**

33
34 A. In the event of a vacancy in the office of
35 Region President, the Region Vice President
36 shall assume that office until the next WEA
37 election.
38

39 B. Other vacancies shall be filled by
40 appointment by the Region President with the
41 approval of a majority of the Region Council
42 until the next WEA election.
43

44 C. If a Region President or Region
45 Representative cannot attend a WEA Board
46 meeting, the Vice President shall be the
47 replacement for that meeting. If the Vice
48 President cannot serve as a replacement, the
49 Region President will appoint a replacement
50 from the Region Council.
51
52
53

54 **Section 6 – Duties of the Region President**

55 Duties include:

- 56 1. attend WEA Board meetings as a
- 57 voting member;
- 58 2. planning, implementing, and presiding
- 59 at Region Council meetings and retreats;
- 60 3. attending leadership conferences or
- 61 ensuring region representation at such
- 62 conferences;
- 63 4. acting as liaison between region
- 64 members and the WEA Board by written,
- 65 oral, or electronic communication;
- 66 5. encouraging and supporting local
- 67 presidents in the execution of their duties;
- 68 6. involving UniServ Directors, state
- 69 leadership, committee members, and other
- 70 region leaders in region functions;
- 71 7. nominating candidates for committee
- 72 appointments;
- 73 8. preparing written region reports for
- 74 WEA Board meetings;
- 75 9. serving as a voting delegate to WEA
- 76 Delegate Assembly;
- 77 10. planning and conducting Delegate
- 78 Assembly briefing sessions prior to Delegate
- 79 Assembly;
- 80 11. planning and conducting caucus
- 81 meetings at Delegate Assembly;
- 82 12. serving on the Credentials Committee
- 83 at Delegate Assembly;
- 84 13. preparing an annual report for
- 85 inclusion in the Delegate Assembly
- 86 handbook;
- 87 14. serving on the Program and Budget
- 88 Committee; and
- 89 15. fulfilling other duties as appropriate.
90

91 **Section 7 – Duties of the Region Vice 92 President**

93 Duties include:

- 94 1. discharging the duties of the Region
- 95 President in the absence of said president;
- 96 2. chairing a regional membership
- 97 committee and serving on the statewide
- 98 Membership Committee;
- 99 3. assisting and conducting membership
- 100 efforts in the region as agreed by the
- 101 statewide Membership Committee, WEA
- 102 priorities, and region membership plan, or
- 103 other activities to boost membership;
- 104 4. reporting to the Region President
- 105 before each WEA Board meeting of the
- 106 membership efforts occurring in the region;

5. assisting in the planning of all region meetings and other events;
6. attending all region meetings and events; and
7. performing other duties assigned by the Region President or the Region Council.

Section 8 – Duties of the Region Representative(s)

Duties include:

1. attend WEA Board meetings as a voting member;
2. participating in all region meetings by assisting the Region President;
3. facilitating communication with region members;
4. promoting participation of local members in Association activities;
5. working with governance and staff in gathering information from region members;
6. reviewing and reporting on the status of the current new business items;
7. serving as a voting delegate to WEA Delegate Assembly; and
8. fulfilling other duties as appropriate.

Section 9 – Region Funding

The WEA budget shall provide funding for region implementation of activities to advance the WEA Mission and Strategic Priorities.

Section 10 – Recall Procedures for Region Officers

Any elected officer of the region who is charged with violation of the NEA's *"Code of Ethics of the Education Profession"*, malfeasance, misfeasance, or nonfeasance shall, upon receipt by the Region Council of a petition signed by twenty-five percent (25%) of the current region membership, be subject to a secret ballot referendum for recall. A two-thirds (2/3) vote of the active region membership in favor of recall of the elected officer will result in removal from office.

ARTICLE XI: LOCAL ASSOCIATIONS

Section 1 – Charter Requirements

The following shall be charter requirements of WEA:

A. Each local association's name shall include the words "Education Association".

B. Each local education association shall be composed of active members of the WEA within:

1. a unified school district. The WEA Board may provide for separate chartering for certified and classified local education associations upon approval of a plan providing for harmonious operation between two (2) or more associations on items that require joint assent or effort;
2. institutions of higher education;
3. the Wyoming Department of Education; and
4. the Professional Teaching Standards Board (PTSB).

C. Administrative, ESP, retired, or student members who are not eligible to belong to an existing local may form a statewide local education association and affiliate with WEA. Delegates to the WEA Delegate Assembly shall be allotted according to ARTICLE IX, Section 7 of the WEA Bylaws.

D. Locals or institutions may, at their discretion, combine to form larger local education associations.

Section 2 – Petition for Charter

Any local education unit desiring a charter as an affiliate of the WEA shall petition the WEA Board. The petition for affiliation shall include:

1. a copy of the unit's adopted Constitution and, if so written as a separate document, Bylaws consistent with the Constitution and Bylaws of the NEA and the WEA which shall include all the standards for affiliation from the WEA Bylaws.

2. results of a secret ballot election by all members to determine whether the affiliate shall be all-inclusive.

An affiliate that chooses, by secret ballot election, to include certified or licensed non-administrative personnel, administrators and education support professionals as its membership, shall be called all-inclusive. Where an all-inclusive affiliate exists, it shall provide representation among its certified or licensed non-administrative personnel members, administrative members, and ESP members, in both elective and appointive bodies.

1 Certified or licensed non-administrative
2 personnel shall mean any person who is
3 certified or licensed, where required, and who
4 spends a major part of the time in direct
5 contact with students or who performs allied
6 work which places the personnel on a local
7 salary schedule.

8 An administrator shall mean any person
9 who exercises supervisory responsibility over
10 personnel, which includes the authority to
11 employ, dismiss or rate personnel. The
12 definition extends to superintendents,
13 principals, supervisors and any other
14 professionals who do not come within the
15 definition of certified or licensed non-
16 administrative personnel.

17 3. other documents as required by the
18 WEA Board.

20 **Section 3 – Standards for Affiliation**

21 To ensure continuous affiliation with
22 WEA, the latest revision of a locals adopted
23 governing documents must be filed with the
24 WEA and shall include, but not be limited to,
25 the following standards for affiliation:

- 26 1. unified membership;
- 27 2. an election procedure which:
 - 28 a. shall observe the one-person-one-
29 vote principle (all-inclusive affiliates must
30 provide proportionate representation on their
31 governing bodies) and
 - 32 b. shall guarantee open nominations,
33 secret ballot, and elections by majority vote;
- 34 3. a policy that recognizes the
35 preeminence of NEA's "*Code of Ethics of the*
36 *Education Profession*";
- 37 4. a statement that the membership and
38 fiscal year are to be the same as that of the
39 WEA;
- 40 5. a statement that provides for no fewer
41 than two (2) general meetings each year;
- 42 6. a guarantee that no member of said
43 affiliate may be censured, suspended, or
44 expelled, nor any eligible person denied
45 membership, except for nonpayment of dues,
46 without a due process hearing, which shall
47 include an appropriate appellate procedure;
- 48 7. a procedure for assessment and
49 collection of all membership dues;
- 50 8. a procedure to elect officers whose
51 names shall be submitted to the WEA as per
52 WEA governing documents;

53 9. a procedure to elect delegates and
54 alternates to the WEA Delegate Assembly
55 whose names shall be submitted to the WEA
56 as per WEA governing documents;

57 10. a procedure consistent with NEA
58 governing documents and WEA Board policy
59 for the nomination and election of local
60 representatives to the NEA-RA;

61 11. a procedure to amend the Constitution
62 and Bylaws; and

63 12. a statement that the Association shall
64 pursue a full and vigorous professional
65 program in a manner consistent with the
66 WEA governing documents.

68 **Section 4 – Due Process**

69 The WEA Board may censure, suspend,
70 or disaffiliate a chartered local for failure to
71 abide by the provisions of the WEA
72 Constitution and Bylaws or for just cause,
73 provided that no local may be censured,
74 suspended or disaffiliated without a due
75 process hearing, which shall include an
76 appropriate appellate procedure.

78 **Section 5 – Compliance**

79 When action is taken at Delegate
80 Assembly or by the membership to make
81 changes in the WEA Constitution or in the
82 WEA Bylaws which directly affect the
83 constitutions and bylaws of the local
84 associations, the WEA Board will see that
85 notification is given to the local associations
86 to bring their respective constitutions and
87 bylaws into compliance and send the updated
88 copies, with the date of amendment, to the
89 WEA to be filed.

91 **ARTICLE XII: COMMITTEES**

93 **Section 1 – Authorized Committees**

94 The following committees are authorized.
95 Their duties shall be limited to preparing
96 recommendations for decision by the
97 Delegate Assembly or for action by the WEA
98 Board.

100 A. Government Relations (GR);

102 B. Member Advocacy and Civil Rights
103 (MACR);

105 C. Membership;

1 D. WEA Protocol; and

2

3 E. Ad Hoc Committees.

4

5 **Section 2 – Appointment and Terms**

6

7 A. Appointments to committees shall be
8 made by the WEA Board.

9

10 B. Members of committees shall be
11 appointed for overlapping two (2)-year terms
12 and may be reappointed for two (2)
13 succeeding terms.

14 C. Terms of committee members shall be
15 from July 15 through July 14.

16

17 D. There must be a lapse of at least one (1)
18 term before members can be appointed
19 again.

20

21 E. Committee membership shall comply with
22 NEA guidelines.

23

24 F. Each of the regions shall be represented
25 by at least one (1) member on each of the
26 committees.

27

28 G. WEA-Retired shall be represented by at
29 least one (1) member on each of the
30 committees.

31

32 H. In the event of an absence of the
33 appointed committee member, the WEA
34 Board shall provide a method of filling the
35 position for that meeting.

36

37 **Section 3 – Chair: Term, Appointment,
38 and Responsibilities**

39

40 A. The Chair of each committee shall be
41 appointed by the WEA President to serve a
42 one (1)- year term and may be reappointed.
43 The Chair shall be a voting member of the
44 committee.

45

46 B. Term of the Chair shall be from July 15
47 through July 14.

48

49 C. The Chair shall be responsible for
50 preparing and presenting a report of
51 committee action and accomplishments to the
52 Delegate Assembly.

53

54 **Section 4 – General Duties of Committees**

55 Committee members are to:

56

57 A. make recommendations for
58 WEA policy: in their advisory role to the WEA
59 Board and Delegate Assembly, study and
60 formulate amendments and
61 recommendations to present to the WEA
62 Board or the Protocol Committee for
63 presentation at Delegate Assembly;

64

65 B. become knowledgeable in the area of
66 concern to their respective committee; and

67

68 C. monitor the area of their concern for
69 developments that require attention and then
70 recommend possible action.

71

72 **Section 5 – Government Relations (GR)
73 Committee**

74 The GR committee concerns itself with
75 the entire legislative program of the
76 Association. The GR committee shall:

77

78 A. Study the needs of Wyoming education
79 that should be incorporated into state statutes
80 and evaluate all bills introduced into the state
81 legislature;

82

83 B. Be responsible for carrying out the
84 directives of the Delegate Assembly that
85 require legislative action; and

86

87 C. Be responsible for the coordination of
88 legislative activities in the implementation of
89 WEA legislative programs.

90

91 **Section 6 – Member Advocacy and Civil
92 Rights (MACR) Committee**

93 The MACR Committee concerns itself
94 directly with human and civil rights issues and
95 member advocacy. The MACR Committee
96 shall:

97

98 A. recommend in-service education of
99 members concerning their rights;

100

101 B. act to provide a continuous exchange of
102 information between Local EAs, WEA, and
103 NEA;

104

105 C. recommend strategies for negotiations at
106 the state, region, and local levels;

- 1 D. work with other committees to include
2 salary and benefit interests into the
3 Negotiations Platform; and
4
5 E. submit amendments and/or new
6 philosophical statements for the MACR and
7 Negotiations Platforms to the Protocol
8 Committee at Delegate Assembly.
9
- 10 **Section 7 – Membership Committee**
11 The Membership Committee shall
12 oversee and evaluate membership promotion
13 strategies, including, but not limited to:
14
15 A. recruiting members;
16
17 B. approving promotional materials;
18
19 C. targeting locals and/or special interest
20 groups; and
21
22 D. promoting NEA member benefits.
23
- 24 **Section 8 – Protocol Committee**
25 The Protocol Committee shall:
26
27 A. present at each Delegate Assembly the
28 constitution, bylaws and standing rules;
29
30 B. present at each Delegate Assembly the
31 platforms defining proposed policy decisions
32 of the Association;
33
34 C. assist members in formulating language
35 for proposed amendments to documents
36 upon request; and
37
38 D. supervise the submission and processing
39 of all new business items.
40
41 E. present at each delegate assembly all
42 proposed constitution, bylaws, standing rules,
43 platform and new business item
44 amendments, as well as all new business
45 items submitted by any member or unit of the
46 association;
47
48 F. ensure that the various documents of the
49 association are not in conflict. Any conflict
50 shall be referred to the respective committees
51 or to the delegate assembly for resolution.
52

- 53 During the Association year, the Protocol
54 Committee shall:
55
56 A. Within a five (5) year cycle, or upon
57 request, evaluate the constitution and bylaws
58 of local associations to ensure they are
59 consistent with current WEA/NEA governing
60 documents and make recommendations for
61 any changes needed; and
62
63 B. Maintain templates for local association
64 constitution and bylaws that are consistent
65 with current WEA/NEA governing documents.
66
- 67 **Section 9 – Ad Hoc Committees**
68 Ad Hoc Committees shall:
69
70 A. analyze and recommend action on a
71 single, short-term issue;
72
73 B. report to the next Delegate Assembly;
74 and
75
76 C. not be required to meet the provisions of
77 the Bylaws as outlined in Article XII, Section 2
78 and 3.
79
- 80 **Section 10 – Absenteeism**
81 If any member of a committee is absent
82 for two (2) regular meetings within one (1)
83 year without the Chair's prior notification, that
84 position shall be declared vacant and filled by
85 the WEA Board.
86
- 87 **ARTICLE XIII: NEA AFFILIATION**
88
89 The WEA shall meet the minimum
90 standards for affiliation as set forth in the
91 NEA official governing documents.
92
- 93 **ARTICLE XIV: AMENDMENTS**
94
95 **Section 1 – WEA Constitution**
96 Amendments will be submitted to the
97 WEA membership for adoption upon a two-
98 thirds (2/3) affirmative vote of the Delegate
99 Assembly.
100
- 101 **Section 2 – WEA Bylaws**
102 Amendments will be adopted upon a two-
103 thirds (2/3) affirmative vote of the Delegate
104 Assembly. Adopted amendments shall
105 become effective immediately, except for
dues adjustments and election procedures

1 which shall be in effect beginning the new
2 fiscal year.

3

4 **Section 3 – Standing Rules Governing the**
5 **Delegate Assembly (Standing Rules)**

6 Amendments may be proposed from the
7 floor prior to the adoption of the Standing
8 Rules and will be accepted upon a majority
9 vote.