

# BYLAWS

Chula Vista Educators /CTA/NEA

*Chula Vista Educators is dedicated to empower members,  
improve working and learning conditions for students and educators,  
and advocate for equity and justice.*

ADOPTED JANUARY 25, 2021

## I. NAME AND LOCATION

The official chapter name of this Association shall be the Chula Vista Educators (CVE)/CTA/NEA in San Diego County.

## II. PURPOSES

The primary purposes of this Association shall be:

- A. To represent its members in their relations with their employer, and to seek to be the exclusive representative of appropriate units of school employees in all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment;
- B. To form a representative body capable of developing group opinion on professional matters to speak with authority for members;
- C. To provide an opportunity for continuous study of and action on the problems of the profession;
- D. To provide a means of representation for all members and to raise the standards for education support professionals;
- E. To provide a means of representation for its diverse members;
- F. To promote professional attitudes and ethical conduct among members;
- G. To encourage cooperation and communication between the profession and the community; and
- H. To foster good fellowship among members.

## III. AFFILIATION WITH THE CTA/NEA

- A. The Chula Vista Educators shall be a chartered chapter of the California Teachers Association (CTA).
- B. The Chula Vista Educators shall be an affiliated local association of the National Education Association (NEA).

#### **IV. MEMBERSHIP**

- A. Categories of Membership. There shall be the following categorie(s) of membership in the Association: Active.
1. Active membership shall be open to any person who is engaged in or who is on limited leave of absence from professional educational work, is an employee of Chula Vista Elementary School District, and whose primary assignment is such as not to hold supervisory responsibility over other certificated employees to such an extent as not to be represented in the negotiations process by the teacher bargaining unit.
    - a. Category 1 - For those faculty whose teaching assignment is more than sixty (60%) of a normal assignment except for faculty employed as pre-school, and Head Start-teachers whose salaries are less than minimum teacher salary for the district in which they are employed.
    - b. Category 2 - For those faculty or substitutes whose teaching assignment is greater than fifty (50%) but not more than sixty (60%) of a normal assignment, or faculty employed as a pre-school, or Head Start teachers whose salary in the district in which they are employed is less than the minimum salary paid regular teachers.
- B. Membership may be granted upon initiation of payroll deduction or upon payment of annual Chapter/CTA/NEA dues appropriate to the class of membership.
- C. The right to vote and to hold elective office or appointive position within the Association shall be limited to Active members.
- D. Active members shall be eligible to vote in all elections, hold elective office or appointive positions, receive special services, obtain assistance in the protection of professional and civil rights, and receive reports and publications of the Association.
- E. An individual who is serving as a negotiator for a public school employer shall not be eligible for membership in the Association.
- F. Active members shall adhere to The Code of Ethics of the Education Profession and CVE's Union Code of Conduct. An individual who is serving as a negotiator for a public school employer shall not be eligible for membership in the Association, and is not an Active member.
- G. The rights to and privileges of membership shall not be abridged in any way because of age, sex, race, color, ethnic group, marital status, national origin or sexual orientation.
- H. The membership year shall be that period of time from September 1 of any given calendar year through August 31 of the following calendar year, inclusive.

#### **V. DUES, FEES, AND ASSESSMENTS**

- A. The basic annual dues level for Active members shall be sufficient to cover the operating expenses of the Association, the dues of CTA, and the dues of NEA.

- B. The Association's portion of the basic annual dues shall be established by action of the Representative Council at the last regular meeting of the school year.
- C. Membership shall be continuous after initial enrollment until delinquent or until a change in professional status shall make the member ineligible for membership. If by October 31 of any calendar year a member has neither paid the established annual membership dues for the current membership year, nor made satisfactory arrangements for payment, then that person's membership shall be considered delinquent and the name dropped from the rolls.
- D. The Association's portion of the basic annual dues shall be four tenths of a percent (.4%) of Step 1, Class 3 of each previous year, (ten month calendar). Any change to the Association's portion of the annual dues requires a majority vote of the Active Membership.
- E. Special assessment fees beyond the normal annual dues may be levied in the event of an emergency by a two-thirds (2/3) vote of the Representative Council following ten (10) school days notice to the Active Membership. Special assessment fees shall be revisited annually by the Representative Council to determine the need for continuance.
- F. The Association and United Education Profession's portions of the basic agency fee shall be in all ways the same as the dues for Active Members. Reimbursements of dues for any reason shall be computed and refunded in the manner prescribed by the State of California and based on CTA/NEA policies.

## **VI. POLICY-MAKING BODY**

- A. The policy-making body of the Association shall be a Representative Council. The Representative Council, comprised of Active members of the Association, derives its powers from and shall be responsible to the Active membership.
- B. The Representative Council shall be composed of the following Active members:
  - 1. Executive Board, ex-officio voting; and
  - 2. School Site Representatives elected on the basis of one-person one-vote.
- C. The duties of the Representative Council shall be, but not limited to:
  - 1. Establish Association policies and objectives;
  - 2. Adopt the annual budget of the Association on or before the first regular meeting of the school year, and approve monthly financial report;
  - 3. Approve the establishment or discontinuance of committees recommended by the Executive Board;
  - 4. Establish the dues of the Association at the last regular meeting of the school year;
  - 5. Provide for the filling of vacancies among the officers of the Association;
  - 6. Approve all expenditures not provided for in the regular budget of the Association; and
  - 7. Approve all School Board endorsements.
- D. The Representative Council shall meet at least ten (10) times during each school year; the number, place and time of meetings to be decided by the Executive Board.
- E. Special meetings of the Representative Council may be called by the President, the Executive Board, or by the petition of twenty percent (20%) of the Active membership.

- F. Special meetings of the Representative Council shall be called for a specific purpose and no business other than that for which the meeting is called may be transacted.
- G. Notices and agendas for all meetings of the Representative Council shall be sent to all members of the Representative Council at least two (2) days prior to the date of the meeting.
- H. For emergency meetings of the Representative Council during crisis situations, the Executive Board shall adopt procedures to notify representatives of meeting dates, places, and times.
- I. A quorum for all meetings of the Representative Council shall consist of a majority of all voting members of the Representative Council.
- J. Members of the Representative Council shall serve a term of one (1) year with no (0) term limits, except for the Executive Board and CTA State Council Representatives whose terms are set by CTA.

## **VII. SCHOOL SITE REPRESENTATIVES**

- A. School Site representatives shall be Members in Good Standing, elected by and from the Active membership, for each site group. Such election(s) shall be by open nominations and by secret ballot. Unopposed candidates may be elected by acclamation.
- B. Each School Site shall be entitled to at least one (1) representative and shall have one (1) representative for each twenty (20) Active members at the site, or major fraction thereof. Sites or groups that have up to thirty (30) members shall have one (1) representative. Sites or groups that have between thirty-one (31) and fifty (50) members shall have two (2) representatives. Those with more than fifty (50) shall have three (3). Each site is entitled to one (1) alternate per site representative position.
- C. Active members who are not represented through an individual school site group shall be counted as a special site group entitled to the same representation on the Representative Council as individual school site groups. Additional special groups shall include nurses, Education Support Service Center (ESSC), Language Speech and Hearing (LSH), Visual and Performing Arts (VAPA), Preschool, and charter schools.
- D. Vacancies: Vacancies in the office of Representative for whatever cause may be filled by properly elected replacements.
- E. School Site Representatives shall:
  - 1. Attend, or secure site-represented attendance, monthly Representative Council Meetings;
  - 2. Conduct constant, timely, and ongoing liaison between the Representative Council and the Active members of the School Site unit, including distributing and submitting election materials within required timelines;
  - 3. Serve as the official channel through which written communications and publications can be easily and quickly transmitted between the Association and the members, and coordinate site-based membership participation in union organizing events and activities;
  - 4. Represent the views and input of the Active membership of the School Site in votes taken in the Representative Council, conducting frequent and regular polls of such membership for this purpose;
  - 5. Exemplify the Union Code of Conduct;

6. When requested, attend and represent Bargaining Unit Members in meetings of a potentially disciplinary manner with Administration, and maintain communication with CVE leadership as necessary; and
  7. Perform such additional duties as prescribed by the Executive Board
- F. A School Site Representative must secure an alternate to conduct any election in which he/she is a candidate.

## **VIII. OFFICERS**

- A. The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer.
- B. These officers shall be and remain currently paid-up local, state, and national (Active) members as a condition for nomination to and service in their respective positions during their terms of office.
- C. These officers shall be elected by and from the Active membership of the Association. Such election shall be by open nominations and secret ballot.
- D. Officers shall be elected for a term of two years (2), commencing on July 1, of any calendar year. No officer shall be elected to serve in a specific position for more than three (3) consecutive terms. No active member may serve in more than one (1) elective local Association office.
- E. A vacancy shall be deemed to exist in the case of death, resignation, or inability to serve in any of the offices of the Association. If there is a vacancy occurring in the office of the President, the Vice-President shall assume the office. In the event a vacancy occurs in the other offices, a special election shall be held to elect successors to fill the unexpired terms.
- F. The President shall be the chief executive officer of the Association and its policy leader.  
The President shall:
  1. Preside at all meetings of the Association, the Representative Council and Executive Board;
  2. Prepare the agenda for the meetings of the Association, the Representative Council and the Executive Board;
  3. Be the official spokesperson for the Association;
  4. Be familiar with the governance documents of the Association, CTA, and NEA;
  5. Appoint all chairpersons and members of committees based on recommendations from respective chairpersons, and members of the Bargaining Team, with the approval of the Executive Board by the beginning of each school year;
  6. Call meetings of the Association, Representative Council and the Executive Board;
  7. Propose the procedures for grievance processing for ratification by the Executive Board and the Representative Council;
  8. Suggest policies, plans, and activities for the Association and be held responsible for the progress and work of the Association;
  9. Attend meetings of the Service Center Council of which the Association is a part; and
  10. Attend other CTA/NEA meetings as directed by the Representative Council.
- G. The Vice-President shall:
  1. Serve as assistant to the President in all duties of the President;

2. Assume the duties of the President in the absence of the President;
3. Be responsible for the formation and distribution of the Association's calendar of activities; and
4. Serve as coordinator of committee activities at the direction of the President.

H. The Secretary shall:

1. Keep a careful and accurate record of the proceedings of each meeting, regular or special, of the Association, Representative Council, and the Executive Board;
2. Be responsible for the distribution of minutes, notice of meetings, and agendas for all meetings to members of the Representative Council and Executive Board, and to the membership when appropriate;
3. Keep an accurate roster of the membership of the Association and of all committees; and
4. Carry on the correspondence pertaining to the affairs of the Association as directed by the President.

I. The Treasurer shall:

1. Receive all funds belonging to the Association and be responsible for their safekeeping and accounting;
2. Pay out such funds upon orders of the President, as approved by the Executive Board and Representative Council;
3. Provide a written financial report for each regular meeting of the Representative Council and Executive Board;
4. Be responsible for an annual audit of the books of the Association and distributing a summary of this audit to the membership; and
5. Be responsible for submitting membership and financial reports to CTA, NEA, and other agencies as required by law.

## **IX. EXECUTIVE BOARD**

- A. The Executive Board shall be composed of the elected officers, CTA State Council Representatives, and five (5) members elected as area Directors (designated as Areas A, B, C, D, and E) from the Active membership, as long as this complies with the "one-person – one-vote" rule. Officers shall be elected in odd numbered years and Area Directors shall be elected in even numbered years:
- B. All members of the Executive Board shall be and remain currently paid-up local, state, and national (Active) members as a condition for nomination to and service in this position.
- C. The Area Directors of the Executive Board shall be elected with open nominations and by secret ballot.
- D. The Area Directors of the Executive Board shall be elected for a term of two (2) years, commencing on July 1 of any calendar year. No Area Director shall be elected to serve in a specific position for more than three (3) consecutive terms. No Active member may serve in more than one (1) elective local Association office.
- E. The duties and responsibilities of the Area Directors are:
  1. Attend monthly Executive Board and Representative Council Meetings;

2. Maintain regular communication and provide support to all site representatives assigned to their area, including visiting sites as necessary;
  3. Participate in and support organizing activities and events, and document participation;
  4. Exemplify the Union Code of Conduct; and
  5. Exercise all the business and organizational powers and duties for the Association as prescribed by law and these bylaws, subject to any restrictions that may be imposed by the Representative Council.
- F. Vacancies in the position of Area Director of the Executive Board shall be deemed to exist in the case of death, resignation, or inability to serve in this position. If there is a vacancy occurring in this position, a special election to fill the vacancy shall be held within thirty (30) days.
- G. The Executive Board shall meet prior to each regular meeting of the Representative Council and at such other times as the President may deem necessary, or upon a written petition of a majority of the members of the Executive Board. All Executive Members must be notified prior to all meetings.
- H. The duties and the responsibilities of the Executive Board are:
1. Attend monthly Executive Board and Representative Council Meetings;
  2. Coordinate the activities of the Association;
  3. Act for the Representative Council when school is not in session;
  4. Direct the bargaining activities of the Association, subject to policies established by the Representative Council;
  5. Approve by majority vote appointment and by two-thirds (2/3) vote removal of bargaining team members;
  6. Recommend a budget for the Association to the Representative Council;
  7. Approve by majority all appointments and removal of committee members, including chairpersons;
  8. Adopt the Standing Rules for the Association;
  9. Adopt grievance procedures;
  10. Direct the grievance activities of the Association;
  11. Participate in and support organizing activities and events;
  12. Support Area Directors in order to engage, educate, and support members, including visiting sites as necessary;
  13. Exemplify the Union Code of Conduct; and
  14. Exercise all the business and organizational powers and duties for the Association as prescribed by law and these bylaws, subject to any restrictions that may be imposed by the Representative Council.
- H. A quorum for all meetings of the Executive Board shall consist of a majority of the elected members of that body.
- I. In the event of circumstances that prevent an in-person meeting, or that an emergency requires an urgent motion, meetings and votes may be conducted virtually. If the emergency meeting is conducted without 24 hours notice, it shall be announced via text message and email.

## **X. MEETINGS OF THE GENERAL MEMBERSHIP:**

- A. Meetings of the Association may be called by the President, the Executive Board, or by written petition of twenty percent (20%) of the Active membership.
- B. Notices of the Association meetings including date, place, time, and purpose of the meeting shall be made available to all members of the Association at least two (2) days before the meeting except during crisis situations.
- C. For emergency meetings during crisis situations, the Executive Board shall adopt procedures to notify the Association membership of meeting dates, places, and times.
- D. A quorum for meetings of the Association shall be fifty percent plus one (50% + 1) of the school sites or groups.

## **XI. BARGAINING TEAM**

- A. The President shall appoint all members and the chairperson of the Bargaining Team with the concurrence of the Executive Board and Representative Council for a term of two (2) years running concurrently with the term of the officers.
- B. Vacancies created by death, resignation or inability to serve shall be appointed by the President and approved by the Executive Board.
- C. The Executive Board, by two-thirds (2/3) majority, may remove a member of the Bargaining Team.
- D. The Bargaining Team shall be under the direction of the Executive Board, and shall report its activities to the Executive Board, as the Board requires.
- E. The Bargaining Team is empowered to reach tentative agreements with the district subject to ratification by the Active membership.
- F. The duties and responsibilities of the Bargaining Team are to represent and to bargain for the greater good of all bargaining unit members.
- G. Responsibility and authority for directing the bargaining process on behalf of the Association are vested in the Executive Board subject to policies established by the Representative Council.
- H. Employees in each bargaining unit shall be surveyed to determine the contents of the proposed contract demands, and the contract proposal for each appropriate unit shall be approved by Representative Council in that unit.
- I. The Bargaining Chair shall provide for the dissemination of information regarding bargaining and the activities of the Bargaining Team to the general membership.
- J. Agreements reached between the Bargaining Team and the Board of Education or its representatives shall be considered tentative and not binding upon the Association until such agreements have been ratified by the Active membership in the appropriate unit unless such ratification shall have been specifically waived or otherwise delegated by that active membership.

## **XII. GRIEVANCE PROCESSING**

- A. The Executive Board shall adopt, with the approval of the Representative Council, the procedures for grievance processing.
- B. These procedures shall include, but not be limited to, the following:
  - 1. Provide for representation to assist all members of the bargaining unit in processing grievances;
  - 2. Training for handling grievances; and



3. Evaluation of the Association's grievance policies and procedures.

### **XIII. NOMINATIONS AND ELECTIONS**

The Chapter President must provide Active members an opportunity to vote in all elections.

Chapter Presidents do not have the option of deciding that such elections shall not be held except for NEA-RA Local Delegate elections where, following a period of open nominations, voting may be waived if the number of candidates is equal to or less than the number of positions to be filled and the affiliate has adopted a governing provision or election policy allowing such a practice.

- A. There shall be an appointed Elections Committee.
- B. Elections shall be conducted with:
  1. Open nomination procedure;
  2. Secret ballot;
  3. An opportunity for all Active members to vote;
  4. Record of voters receiving or casting ballots; and
  5. Majority vote, unless otherwise specified.
- C. State Council Representative elections shall be conducted in accordance with CTA guidelines after the chapter or service center council has been notified to do so by the CTA Elections Committee.
- D. NEA State Delegate elections shall be conducted in accordance with CTA guidelines.
- E. NEA Local Delegate elections shall be conducted in accordance with CTA/NEA guidelines.
- F. The duties of the Elections Committee shall be to:
  1. Ensure that all chapter/CTA/NEA election codes and timelines are followed;
  2. Establish election timelines;
  3. Develop and carry out timelines and procedures;
  4. Prepare ballots for election of officers and such other elections as may be necessary;
  5. Count the ballots and certify the results; and
  6. Handle initial challenges.

### **XIV. COMMITTEES**

- A. Committees, except as otherwise provided in these bylaws, may be established and discontinued by the Executive Board.
- B. Each committee shall submit periodic reports to the Executive Board and Representative Council.
- C. Any member of any CVE committee shall be a member of Chula Vista Educators in good standing.

### **XV. PARLIAMENTARY AUTHORITY**

*Robert's Rules of Order, Newly Revised*, latest edition, shall be followed at all meetings of the Association, the Representative Council, and the Executive Board.

### **XVI. AMENDMENTS/PROCEDURES:**

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

Adopted: January 25, 2021