

# CAJON VALLEY EDUCATION ASSOCIATION

## ARTICLES OF INCORPORATION

### BYLAWS

### STANDING RULES

#### REVISED BY THE CVEA EXECUTIVE BOARD

NOVEMBER 1985  
NOVEMBER 1990  
OCTOBER 1995  
OCTOBER 1998  
April 2005  
June 2007  
June 2008  
November 2009  
May 12, 2010  
November 2013  
*\*Amended 6-10-15*  
June 8, 2016  
April 20, 2018

#### AMENDED BY THE CVEA REPRESENTATIVE COUNCIL

DECEMBER 1985  
DECEMBER 1990  
NOVEMBER 1995  
OCTOBER 1998  
April 2005  
June 2007  
June 2008  
November 2009  
May 12, 2010  
November 2013  
*\*Amended 6-10-15*  
June 8, 2016  
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ARTICLES OF INCORPORATION, BYLAWS AND STANDING RULES

CAJON VALLEY EDUCATION ASSOCIATION

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## ARTICLES OF INCORPORATION

KNOW ALL MEN BY THESE PRESENTS

That we, the undersigned, do hereby associate ourselves together for the purpose of forming a corporation under the laws of the State of California, and we do hereby adopt the following Articles of Incorporation:

### ARTICLE I.

The name of this corporation is Cajon Valley Education Association.

### ARTICLE II.

A. The specific and primary purpose of this corporation shall be to serve as a single policy making body, representative of persons employed by the Cajon Valley Union School District serving in a position or positions requiring certification qualifications. It shall also be one of the primary purposes of this corporation to represent certificated employees of the Cajon Valley Union School District in their relations with said school district and the Board of Education of said school district, as public employees of such public agency.

B. The general purposes for which this corporation is formed are:

1. To afford the opportunity for the investigation of and for the expression and interchange of opinion upon subjects of special interest to certificated persons employed by the Cajon Valley Union School District; to promote the advancement of education; to further the educational interests of the Cajon Valley Union School District; to give increasing efficiency to its school system and as a part of the school systems of the State of California; to secure and maintain for the teaching profession in public schools, its true rank among the professions of the State of California; and to furnish a practicable basis for united action devoted to the cause of education within the Cajon Valley Union School District in affiliation with other professional education organizations, the National Education Association, and particularly as a chapter of the California Teachers Association.

2. To exercise each and every one of the powers and purposes specified in Section 9501 of the Corporations Code of the State of California and all other powers and purposes now or hereafter authorized by law to be done or performed in furtherance of or incidental to or necessary to the primary purposes for which this corporation is being formed.

3. To do any and all things necessary and proper for the carrying out of said purposes in accordance with the laws of the State of California and in conformity with the rules of California Teachers Association regulating the chapters of said organization.

4. Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

ARTICLE III.

The principal office for the transaction of business of this corporation is located in the County of San Diego, State of California.

ARTICLE IV

The names and addresses of persons who are appointed to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Warrick G. Carlson	7424 Margerum, San Diego, California
James Lawton	1592 Don Carol Avenue, El Cajon, California
Glen D. Paul	#19, 9041 El Dorado Parkway, El Cajon, California
Thomas W. Womack	775 Valley Village Drive, El Cajon, California

ARTICLE V

Those persons serving in a position or positions requiring certification qualifications in the employment of the Cajon Valley Union School District shall be entitled to be members of this corporation. The qualifications and other requirements of membership shall be provided for in the by-laws of this corporation, which shall not, however, provide for the issuance of more than one membership to any member.

ARTICLE VI

Upon liquidation, dissolution or abandonment of this corporation, all of its assets shall go and be distributed to an educational fund, foundation or corporation, or a non-profit professional teachers' association in the State of California, as may be selected by a majority of the members of this corporation. (To be used when incorporating an unincorporated association).

ARTICLE VII

The name of the unincorporated association which is being incorporated is Cajon Valley Education Association.

IN WITNESS WHEREOF, the undersigned, being the president and the secretary, respectively, of Cajon Valley Education Association, the unincorporated association which is being incorporated hereby, have executed these Articles of Incorporation this 4th day of April, 1968.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

STATE OF CALIFORNIA)

ss.

COUNTY OF San Diego)

On this 4th day of April, 1968, before me, C. L. Post, Jr., a Notary Public for the State of California, with principal office in San Diego county, personally appeared Warrick G.

Carlson and James Lawton known to me to be the persons whose names are subscribed to the within Articles of Incorporation, and acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set me hand and affixed my official seal on the day and year first above written.

AFFIDAVIT

STATE OF CALIFORNIA)

SS

COUNTY OF San Diego)

Warrick G. Carlson and James Lawton being first duly sworn, each for himself, deposes and says:

That Warrick G. Carlson is the president and that James Lawton is the secretary of Cajon Valley Education Association, the unincorporated association mentioned in the foregoing Articles of Incorporation; that said association has duly authorized its incorporation and has authorized the undersigned, as said officers, to execute the Articles of Incorporation.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Subscribed and sworn to before me this 4th day of April, 1968.

BYLAWS  
CAJON VALLEY EDUCATION ASSOCIATION

I. NAME AND LOCATION

The name of this Association shall be the Cajon Valley Education Association/CTA/NEA (CVEA/CTA/NEA) in San Diego County.

II. PURPOSES

The primary purposes of CVEA shall be:

1. To represent it's membership 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.
2. To form a representative body capable of developing group opinion on professional matters and to speak with authority to teachers.
3. To provide an opportunity for continuous study and action on problems of the profession.
4. To provide a means of representation for it's ethnic-minority members.
5. To promote professional attitudes and ethical conduct among members.
6. To encourage cooperation and communication between the profession and the community.
7. To foster good fellowship among members.
8. To raise the standards of the teaching profession.
9. To advance the general welfare of the schools.
10. To promote cooperation and communication between education support professionals and certificated educators.

III. AFFILIATION WITH THE UNITED EDUCATION PROFESSION (UEP)

1. CVEA shall be a chartered member of the California Teachers Association (CTA)

2. CVEA shall be an affiliated local association of the National Education Association (NEA)

#### IV. MEMBERSHIP

1. Active membership shall be open to part-time teachers and hourly teachers whose anticipated annual earnings are less than the minimum salary for credentialed teachers under contract to the Cajon Valley Union School District.
2. Associate. Associate membership shall be open to day-to-day substitute teachers.
3. Retired. Retired membership shall be open to any retired member who has held active membership in CVEA for a total of ten years.
4. Membership may be granted upon initiation of payroll deduction or upon payment of UEP dues appropriate to the class of membership.
5. The right to vote and to hold elective office or an appointed position within CVEA shall be limited to Active members.
6. All members shall be eligible to receive special services, to obtain assistance in the protection of professional and civil rights and to receive reports and publications of CVEA, CTA and NEA.
7. An individual who is serving as a negotiator for a public school employer shall not be eligible for membership in CVEA.
8. Active members shall adhere to The Code of Ethics of the Education Profession.
9. The rights to and privileges of membership shall not be abridged in a way because of age, sex, race, color, ethnic group, marital status, national origin or sexual orientation.
10. No member of the association may be disciplined by the Association without due process. Due process includes the right to select representation, to present evidence on his/her behalf, to confront and cross-examine his/her accuser and any other witnesses against him/her, and to examine and refute all evidence considered by the hearing panel, whether or not such evidence is presented at a hearing. The member has the right to appeal the decision of the hearing panel to the governing body.
11. The membership year shall be that period of time from September 1 of any calendar year through August 31 of the following calendar year.



12. Membership categories shall not compete with those of another UEP chapter within the same employing jurisdiction.
13. Members have the right to be present at all meetings in which CVEA business is conducted.
14. Members have the right to present matters of individual concern to the Representative Council, personally or through the faculty representative.
15. Members will actively support and promote the stated purpose and programs of CVEA, CTA and NEA.
16. Members conform to the Code of Ethics of the Education Profession adopted by CTA and NEA.
17. CVEA shall require membership in CTA and NEA.
18. Unless otherwise expressly provided by law, persons who tender “agency fees” shall have no rights or privileges within this Association.

V. DUES, FEES AND ASSESSMENTS

1. The Association’s portion of the basic annual dues, and the representation fee for non-members, shall be established by action of the Representative Council of the Association at the last regular meeting of the school year. The basic annual dues level for Active members, and representation for non-members represented in the bargaining unit, shall be sufficient to cover the operation expenses of the Association, the dues of CTA, and the dues of NEA. (new)
2. Membership in a given class or category shall be continuous after initial enrollment or until a change in professional status shall make the member ineligible for that class or category. If by October 31 of any calendar year a member has not either paid the established dues for the current membership year or made satisfactory arrangement for payment, then that person’s membership shall be considered delinquent and than name dropped from the rolls.
3. Dues of Associate members shall be one-half the dues of Active members.
4. Dues of retired members shall be one-twentieth the dues of Active members.

VI. POLICY MAKING BODY

1. The policy making body of CVEA shall be the Representative Council. The Representative Council, comprising of Active members of CVEA derives its powers from and shall be responsible to the membership. The Representative Council shall apply the one person – one vote principles except that the chapter shall take such steps as are legally permissible to achieve steps as are legally permissible to achieve ethnic minority representation at least proportionate to its ethnic minority membership.
2. The Representative Council shall be composed of the following Active members:
  - a. Voting members of the Executive Board (*new*)
  - b. Faculty representatives elected on the bases of one person – one vote.
  - c. Committee chairpersons are non-voting members unless regularly elected members of the Representative Council.
3. The Representative Council shall:
  - a. Establish CVEA policies and objectives.
  - b. Adopt the annual budget of CVEA prior to the first meeting of the school year.
  - c. Approve the establishment or discontinuance of committees recommended by the Executive Board.
  - d. Establish the dues of CVEA.
4. The Representative Council shall meet at least once during each school month; the number (minimum of at least seven (7) times in any one calendar year) place, time of meetings to be determined by the Executive Board.
5. Special meetings of the Representative Council may be called by the President, the Executive Board or by a petition of twenty percent of the membership.
6. Special meetings of the Representative Council shall be called for a specific purpose and no business other than that which the meeting is called may be transacted.
7. Notices for all meetings, prior meeting minutes and the prior monthly budget of the Representative Council shall be sent to all members of the Representative Council at least two days prior to the meeting.
8. For emergency meetings of the Representative Council during crisis situations the Executive Board shall adopt procedures to notify representatives of; date, place and time of such emergency meetings.

9. A quorum for all meetings of the Representative Council shall consist of a majority of all voting members of the Representative Council.
10. Members of the Representative Council shall serve a term of one (1) year. (Except of the Directors at Large whose terms are for two (2) years).

## VII. FACULTY REPRESENTATIVES

1. Representatives shall be elected upon the basis of the “one-person, one vote” rule. The faculty Representative shall not conduct an election in which she/he is a candidate.
2. Each faculty shall be entitled to a least one Faculty Representative and shall have one Faculty Representative for each 10 Active members on the faculty or a major fraction thereof.
3. Active members who are not represented through an individual school faculty group shall be counted as a special faculty group entitled to the same representation of the Representative Council as individual school faculty groups.
4. Faculty Representatives shall:
  - a. Conduct constant and ongoing liaison between the Representative Council and the faculty unit.
  - b. Serve as the official channel through which written communication and publications can be easily and quickly transmitted between CVEA and the Active members.
  - c. Represent the views and input of the Active membership of the faculty group in votes taken in the Representative Council, conducting frequent and regular polls of such membership for this purpose.
  - d. Perform such additional duties as prescribed by the Executive Board.
  - e. Shall be familiar with the governance documents of the Association, CTA and NEA.
5. A vacancy may be deemed to exist when a Faculty Representative is absent at two consecutive meetings without sending an alternate or is elected or appointed to another position on the Representative Council. In the event a vacancy occurs at a school site a special election may be held to elect a successor to fill the un-expired term. The need to hold a special election will be determined by the Executive Board. Vacancies in the office of Faculty Representative for whatever cause may be filled by properly elected replacements.

6. Approve or reject all reports and recommendations of committees and/or the Executive Board before such reports and recommendations are implemented by the Executive Board.
7. Propose amendments to these Bylaws.
8. Propose, adopt and amend the Standing Rules of CVEA.
9. Take other necessary and proper action to implement these Bylaws and to further the purpose of CVEA as stated in these Bylaws.
10. Attend each meeting of the Representative Council or provide an alternate in accordance with the procedures of these Bylaws and Standing Rules.
11. Use all appropriate means of communication to the end that constituents shall be informed of the activities of CVEA, CTA, and NEA.
12. Determine by all appropriate means of communication, the opinions and needs of constituents on all professional matters and report them to the Representative Council or other appropriate CVEA personnel.
13. Provide appropriate counsel and assistance to constituents in order that all the services and benefits of membership shall be known and available.
14. Give leadership to constituents in support of the policies and programs of CVEA.
15. Monitor the enrollment of members within the school.

#### VIII. OFFICERS

1. The officers of CVEA shall be President, Vice-President, Secretary and Treasurer.
2. These officers shall be and remain currently paid-up members as a condition for nomination to the service in their respective position during their term in office.
3. These officers shall be elected by and from the Active membership of CVEA. Such election shall be by open nominations and secret ballot by the general membership. A majority of votes cast shall be required for election.
4. Officers shall be elected for two years, (President and Secretary in even years) (Vice-President and Treasurer in odd years) commencing on July 1

5. A vacancy shall be deemed to exist in the case of death, resignation or inability to serve in any of the offices of CVEA. In the event of a vacancy occurring in the office of the President, the Vice-President shall assume the office. In the event of a vacancy occurs in the other offices, a special election shall be held to elect successors to fill the un-expired term.
6. The President shall:
  - a. Be the chief executive officer of CVEA and its policy leader.
  - b. Preside at all meetings of CVEA, the Representative Council and the Executive Board.
  - c. Prepare the agenda for meetings of the Representative Council and the Executive Board.
  - d. Serve as ex-officio member of all committees.
  - e. At the beginning of the school year appoint all chairpersons and/or members of committees and of the bargaining team, subject to the approval of the Executive Board and the Representative Council.
  - f. Appoint a Parliamentarian to serve as advisor regarding parliamentary procedure at CVEA meetings.
  - g. Call meetings of the Association, The Representative Council and the Executive Board.
  - h. Countersign checks drawn on the funds of CVEA.
  - i. Serve as official spokesperson for CVEA.
  - j. Suggest policies, plans and activities for CVEA and be responsible for proposing the procedures for Grievance processing for ratification by the Executive Board and the Representative Council.
  - k. Attend UEP meetings as directed by the membership or his/her alternate shall attend.
  - l. Attend meetings of the Service Center Council of which CVEA is a part or his/her alternate shall attend.
  - m. Perform other necessary duties as may be directed by the Executive Board and Representative Council.
  - n. Attend other CTA/NEA meetings as directed by the Representative Council.
  - o. Signs memorandums of Understanding and Side Letters approved by the CVEA Executive Board.
7. The Vice-President shall:
  - a. Assume the duties of the President in case of absence and in the event of the resignation or removal from office of the President shall succeed to that office for the remainder of the term.
  - b. Coordinate the activities of all CVEA committees and serve as an ex-officio member.
  - c. VP shall Serve as assistant to the President in all duties of the President.

- d. Serve as a representative to the Service Center Council when representative quota allows an additional representative or his/her alternate shall attend.
  - e. Be responsible for the formation and distribution of the Association's calendar of activities.
  - f. Perform other necessary duties as may be directed by the Executive Board or the Representative Council.
  - g. In the absence of either the President or Treasurer, the Vice President may countersign checks drawn on funds of the CVEA.
8. The Secretary shall:
- a. Keep a careful and accurate record of the proceedings of each meeting, regular or special, of the Association, Representative Council, and the Executive Board;
  - b. Be responsible for the distribution of minutes, notice of meetings, and agendas for all meetings to the members of the Representative Council and Executive Board, and to the membership when appropriate.
  - c. Keep a record of attendance at all meetings of the Executive Board and Representative Council and keep the President informed of unexcused
  - d. Maintain a record of all elected and appointed officers, representatives and committee members and their respective terms of office.
  - e. Keep an accurate roster of membership of the Association and of all committees;
  - f. Maintain an accurate roster of CVEA membership.
  - g. Carry on the correspondence pertaining to the affairs of the Association as directed by the President.
  - h. Perform other necessary duties as may be directed by the Executive Board or the Representative Council.
9. The Treasurer shall:
- a. Receive all funds belonging to the association and be responsible for their safekeeping and accounting.
  - b. Pay out such fees upon orders of the President.
  - c. Provide a written financial report for each regular meeting of the Representative Council and Executive Board.
  - d. Be responsible for an annual audit of the books of the Association and distributing a summary of this audit to the membership; and
  - e. Be responsible for submitting membership and financial reports to CTA, NEA and other agencies as required by law.

IX. EXECUTIVE BOARD

1. The executive authority shall be vested in a Executive Board consisting of the elected officers, and five<sup>1</sup> Area Representatives.
2. All members of the Executive Board shall be and remain members of the UEP as a condition for nomination to and service in this position.
3. The Area Representatives of the Executive Board shall be elected with open nominations and by secret ballot, as long as this complies with the “one-person, one-vote” rule.
4. Three Area Representatives shall be for a two (2) year term, commencing on September 1, of any calendar year.
5. The Executive Board shall meet prior to each regular meeting of the Representative Council and at such times as the President may deem necessary or upon written petition of the majority of the members of the Executive Board.
6. A vacancy on the Executive Board shall be deemed to exist in the case of death, resignation, recall, inability to serve or failure to execute the duties of the office.
7. Vacancies of elected officers on the Executive Board shall be filled by a special election and from the Active members of CVEA except where succession by other elected officers is specified.
8. Absence from two (2) consecutive meetings or a total of three (3) meetings without proper excuse acceptable by a majority of the remainder of the Executive Board shall be cause for the Executive Board to declare the seat vacant.
9. A quorum of all the meetings of the Executive Board shall consist of the majority of the elected members of that body.
10. The duties of the Executive Board shall be to:
  - a. Coordinate the activities of CVEA
  - b. Act for the Representative Council when school is not in session.
  - c. 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. The Executive Board is distinct from the Bargaining Team

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<sup>1</sup> \* updated and approved by Board and Rep Council on 6/8/2016

- Approve by majority vote appointment and by two-thirds (2/3) vote removal of bargaining team members.
- d. Approve by majority vote all appointments and removal of committee members, including chairpersons.
  - e. Exercise all the business and organizational powers and duties for CVEA as prescribed by law and these Bylaws, subject to any restrictions which may be imposed by the Representative Council.
  - f. Supervise the administration of CVEA and implement the policies established by the Representative Council.
  - g. Appoint and remove employees of CVEA, determine their qualifications, fix their compensations, define their duties and require such agreements and bonds as may be necessary to ensure faithful service.
  - h. Provide for an annual audit of the Treasurer's books.
  - i. Recommend a budget for the Association to the Representative Council.
  - j. Prepare and submit recommendations or plans to the Representative Council for its consideration.
  - k. Plan and conduct CVEA meetings, workshops and training conferences as needed.
  - l. Assist the President in appointment responsibilities.
  - m. Assist committees in defining their immediate and long range objectives.
  - n. Review committee plans and progress as necessary and arbitrate jurisdictional disputes between committees.
  - o. Supervise and control all property of CVEA.
  - p. Recommend for the approval of the Representative Council the Standing Rules of CVEA and amendments thereto.
  - q. Adopt and direct the grievance procedures of the Association.
  - r. Perform other necessary duties as may be directed by the Representative Council.
  - s. Be familiar with the governance documents of the Association, CTA and NEA.
  - t. Adopt the local Standing Rules for the Association.
  - u. This section establishes a policy governing the reimbursement of business expenses (travel, meals and other expenses) incurred conducting CVEA business, as well as policy for the appropriate utilization and accountability for any credit card used for approved CVEA expenses. It is CVEA's policy to comply with the Internal Revenue Service (IRS) regulations by requiring the accounting for ordinary, necessary and reasonable expenses on a timely basis in accordance with an "Accountable Plan."



An "Accountable Plan" is a system in which charged or reimbursed expenses are accounted for on a timely basis and includes the following requirements:

- A valid business connection.
- Substantiation in the form of a receipt and/or invoice.
- Substantiation must be submitted within (60) days of the charge.

Requests for reimbursement of business expenses and/or the accounting of charged expenses on any credit card used for approved CVEA expenses must be submitted on the CVEA Business Expense Report. Original receipts are recommended for all expenses submitted and required for all expenses in accordance with contractual amounts. To maintain an "Accountable Plan" as defined by IRS regulations, the business purpose of the expenditure and the names and business relationships of guests must be included as part of the substantiation and be accounted for within sixty (60) days of incurring the expense. If required information is missing, the expense statement will be returned to the originator.

The CVEA Business Expense Reimbursement form, together with the required documentation, must be submitted for review and signature approval before payment is made and/or charged expenses are cleared. The reviewer is responsible to ensure that the expenses are reimbursable under this policy, validate the expense report has been filled out properly including the required documentation and receipts, and verify that the expenses are reasonable and necessary.

The following are common reimbursable expenses allowable under this policy:

- Lodging (statement required)
- Travel expenses including airfare, taxi, and mileage (at IRS standard mileage rate).
- Reasonable meal costs necessitated by travel, including tips up to 20% at CTA daily rate (3/7/18) \$85
- Business telephone calls
- Car rental, parking, tolls
- Internet Connection (President)
- One checked luggage (under 50 pounds) for air travel Expenses

**Not reimbursable include:**

- Personal expenses
- Airline club dues
- Traffic fines
- Tips in excess of 20% and tips in addition to pre-applied gratuity
- Refreshments
- Hotel room movies and snacks
- Luggage, briefcases, etc.
- Alcohol, unless reasonable in cost and consumed during business entertainment activities.
- Parties and gifts
- Reimbursement for business miles in excess of the cost of airfare to the same destination.
- First or business class airfare

No policy can anticipate every situation that might give rise to legitimate business expenses. Each individual must use his/her best professional judgment in determining if an expenditure is reimbursable under this policy.

Business travel will be reimbursed at the per mile rate established by the IRS rates or at actual costs, whichever is lower.

Advances for business travel may be authorized by the Executive Board utilizing a check requisition form. Members are required to:

- Only use the advance for approved travel expenses
- Submit expense form within thirty (30) days of the event
- Deduct the amount of the advance from the amount due or
- Include check for the unused advance

Members who do not submit a member expense form are subject to:

- Being issued an IRS Form 1099 for the total amount of the advance
- Not eligible to receive further advances

Advances may be issued to local NEA-RA delegates but not to state delegates. The advance amount should not be more than 50% of the total Executive Board travel amount authorized.

State NEA-RA delegates should make their advance requests directly to CTA.

President will be able to write checks/or use credit card to expend any monies up to \$300 without the approval of the Executive Board when meeting the common reimbursable criteria listed above.

- v. Approves all side letters and memorandums of Understanding that are signed by either or the association president or bargaining chair.

## X. BARGAINING TEAM

1. The President shall appoint all members, alternates, and the chairperson of the Bargaining Team with the concurrence of the Executive Board.
2. The members of the Bargaining Team and such alternates as the Executive Board deems necessary, shall be appointed by the President and ratified by the Executive Board. Vacancies created by resignation or inability to serve shall be filled by the Executive Board from the list of alternates.
  - a. The Executive Board of CVEA, by a two thirds (2/3) majority, may remove a member of the Bargaining Team and appoint a replacement from the list of alternates. The duties of the bargaining Team are to represent and to bargain for all bargaining unit members.

All Teachers, Resource Specialists, credentialed designated Instructional Service personnel, Teachers of Special Day Special Education classes, Preschool Teachers, Teachers of Extended Learning programs, Chapter 1 Teachers, Counselors, Librarians, Psychologists and School Nurses.
  - b. Responsibility and authority for directing the bargaining process on behalf of CVEA is vested in the Executive Board of CVEA subject to policies established by the membership.
  - c. The Bargaining Team shall be limited to no more than one (1) member per school.

Employees in each appropriate bargaining unit shall be surveyed to determine contents of the proposed contract demands, and the contract proposal for each appropriate unit shall be approved by the Representative Council.
  - d. The Bargaining Team shall report its activities to the Executive Board of CVEA in such form and with such frequency as the Executive Board of CVEA may require.
  - e. The Executive Board of CVEA shall provide the dissemination of information regarding bargaining and the activities of the

Bargaining Team to the general membership of CVEA, as they deem necessary.

- f. Employees in each appropriate bargaining unit shall be surveyed to determine contents of the proposed contract demands, and the contract proposal for each appropriate unit shall be approved by the Representative Council.(new section)
  - g. The Bargaining Team is empowered to reach tentative agreements with the district. Such agreements shall be considered tentative and not binding upon the Association until such agreements have been ratified by the membership in the appropriate unit(s) unless such ratification shall have been specifically waived or otherwise delegated by the active membership.(new section)
- 3. Procedure for ratification of contract is listed under STANDING RULE 10.
  - 4. The chapter shall follow and members are entitled to the rights contained in the CTA Requirements for Chapter Election Procedures published annually with the CTA Elections Manual.

## XI. GRIEVANCE PROCESSING PROCEDURES

The Executive Board shall adopt, with the approval of the Representative Council, the procedures for grievance processing. The Executive Board shall adopt, with the approval of the Representative Council, the procedures for grievance processing.

These procedures shall include, but not limited to, the following:

- 1. Provide for representation to assist all members of the bargaining unit(s) in processing grievances:
- 2. Training for handling grievances: and
- 3. Evaluation of the Association's grievance policies and procedures.

## XII. NOMINATIONS AND ELECTIONS

- 1. Notifications of offices open for election, nomination procedures and election time lines shall be posted in all customary and appropriate locations.
- 2. 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.

### **PROVISION FOR/COMPOSITION OF THE ELECTIONS COMMITTEE**

- 3. **There shall be an appointed Elections Committee.**

Elections shall be conducted with:

- 1. Open nomination procedure;
- 2. Secret ballot

3. All active members vote;
4. Record of voters receiving or casting ballots;
5. Majority vote, unless otherwise specified;
6. State Council Representative elections shall be conducted in accordance with CTA rules after the chapter or service center council has been notified to do so by the CTA Election Committee.

NEA State Delegate elections shall be conducted in accordance with CTA rules  
 NEA Local Delegate elections shall be conducted in accordance with NEA/CTA election rules.

The duties of the Election 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;
6. Handle initial challenges.
  - a. Any Active member, at his/her request, shall have their name placed upon the ballot for an office of CVEA, if they qualify for that office according to the Bylaws and Standing Rules of CVEA.
  - c. The name of any Active member may be placed in nomination from the floor at the appropriate Representative Council meeting by any other member, with the consent of the nominee if they qualify for that office according to the Bylaws and Standing Rules of CVEA
4. Elections of officers, Directors-at-Large, CTA State Council representatives and NEA delegates shall be conducted prior to June 15 by secret ballot of the general membership.
5. Faculty representatives shall be elected by open nominations and secret ballot from Active members who are assigned to that faculty.
6. The Elections Committee and Chairperson shall be appointed by the President and approved by the Executive Board to which it is responsible at the beginning of each school year.
7. The Executive Board shall adopt Standing Rules setting forth the procedures for conducting elections.
8. CVEA will provide equitable treatment of candidates in campaigning. No dues assessments or similar levies will be provided for the promotion of any candidate.
9. All ballots will be retained at the CVEA office for at least one year.

10. If any CVEA officer election has only one candidate running unopposed, the candidate can be elected by acclamation by the Faculty Representative Council.

### XIII. RECALL ELECTIONS

1. A recall of any person in an elective position may be initiated by a petition signed by one-third of the Active membership of his/her particular constituency. A statement of the reasons for the proposed recall shall be part of the recall petition.
2. Each person named in the recall petition shall have the right to make a rebuttal statement which shall be distributed to his/her constituency at least seven days before the recall election.
3. Recall elections shall be by secret ballot and the results will be determined by a simple majority vote of the Active membership of CVEA that voted.

### XIV. CTA STATE COUNCIL REPRESENTATIVES AND NEA DELEGATES

1. All representatives to CTA State Council and the NEA Representative Assembly to which CVEA is entitled shall be elected by and from the Active membership of CVEA.
2. CTA State Council representatives shall be elected for a term specified by CTA.
3. NEA delegates shall be elected for a term as specified by NEA.

### XV. COMMITTEES

1. Committees, except as otherwise provided in these Bylaws, may be established and discontinued by the Executive Board, subject to approval by the Representative Council.
2. Each committee shall submit periodic reports to the Executive Board and Representative Council.
3. The President shall appoint all chairpersons and members of committees and the Bargaining Team, subject to approval of the Executive Board and Representative Council.

## XVI. MEETINGS OF THE GENERAL MEMBERSHIP

1. A general meeting of CVEA may be called by the President, the Executive Board or by written petition of twenty percent (20%) of the membership.
2. Notices for general meetings of CVEA including date, place, time and purpose of the meeting shall be made available to all members of CVEA at least two days prior to the meeting except during crisis situations.
3. For emergency meetings during crisis situations, the Executive Board shall adopt procedures to notify CVEA members of meeting dates, places and times.
4. A quorum for meetings of the Association shall be 20% of the active membership.

## XVII. PARLIAMENTARY AUTHORITY

Robert's Rules of Order, newly revised, latest edition, shall be followed at all meetings of CVEA.

## XVIII. AMENDMENTS

1. These Bylaws may be amended by a two-thirds (2/3) vote of the Faculty Representatives present at any regular or special meeting of the Representative Council provided notice in writing of proposed Bylaws amendment shall have been submitted to the Secretary and made available to all members of the Representative Council at the meeting preceding the one at which it is to be voted upon.
2. Unless otherwise specified in the amendment, an amendment becomes effective immediately upon adoption.

STANDING RULES  
CAJON VALLEY EDUCATION ASSOCIATION (CVEA)

STANDING RULE 1 – Headquarters Office

1.1 The local headquarters office of CVEA shall be located at 9015 Grossmont Blvd., La Mesa, CA 91941, in San Diego County. Telephone (619) 460-3465

STANDING RULE 2 – Fiscal and membership year

2.1 The fiscal and membership year of CVEA shall be from September 1 of any given calendar to August 31 of the following calendar year.

STANDING RULE 3 – Authorization of delegates to conventions and special meetings

3.1 No person shall have the authority to attend conventions and other professional meetings as an official delegate or representative of CVEA unless such representation has been approved by the Executive Board of CVEA.

STANDING RULE 4 – Senior Unit Representative

4.1 In units having multiple representation of the Representative Council, Section Council, or State Council, the representative senior in length of service shall act as chairperson from that unit for purposes of communication and coordination. When there are two or more of equal length of service, the unit representatives shall elect a chairperson.

STANDING RULE 5 – Newsletter

5.1 Official publication of CVEA shall be known as the B.U.M. Wrap. The editor shall be appointed by the Executive Board of CVEA.

STANDING RULE 6 – Bargaining Team

6.1 The members of the Bargaining Team and such alternates as the Executive Board deems necessary, shall be appointed by the President and ratified by the Executive Board.

6.2 Vacancies created by resignation or inability to serve shall be filled by the President and ratified by the Executive Board.

6.3 The Executive Board of CVEA, by a two thirds (2/3) majority, may remove a member of the Bargaining Team and appoint a replacement from the list of alternates.



- 6.4 The duties of the Bargaining Team is to represent and to bargain for the exclusive bargaining agent (CVEA) representing the Certificated Employees Unit. The Certificated Employees Unit includes; All Teachers, Resource Specialists, credentialed designated Instructional Service personnel, Teachers of Special Day Special Education classes, Preschool Teachers, Teachers of Extended Learning programs, Chapter 1 Teachers, Counselors, Librarians, Psychologists and School Nurses.
- 6.5 Responsibility and authority for directing the bargaining process on behalf of CVEA is vested in the Executive Board of CVEA subject to policies established by the membership.
- 6.6 The Bargaining Team shall be limited to no more than one (1) member per school.
- 6.7 Employees in each appropriate certificated employee unit shall be surveyed to determine contents of the proposed contract demands.
- 6.8 The Bargaining Team shall report it's activities to the Executive Board of CVEA in such form and with such frequency as the Executive Board of CVEA may require.
- 6.9 The Executive Board of CVEA shall provide the dissemination of information regarding bargaining and the activities of the Bargaining Team to the general membership of CVEA, as they deem necessary.
- 6.10 Agreements reached between the Bargaining Team and the Cajon Valley Union School District Governing Board or it's representative(s) shall be considered tentative and not binding upon CVEA until such agreements have been ratified by the membership in the appropriate certificated employee unit unless such ratification shall have been specifically waived or otherwise delegated by the membership of CVEA.
- 6.11 The Bargaining Chair shall receive an annual stipend of \$4,000. Individual Bargaining Team members shall receive an annual stipend of \$1,000.
- 6.12 Signs memorandums of Understanding and Side Letters approved by the CVEA Executive Board.

#### STANDING RULE 7 – Committees

- 7.1 An Election Committee of two (2) to five (5) members shall be appointed at or prior to the November Representative Council meeting.
  - 7.1.1 Nominations for office shall be made as follows:

- a. Any Active member, at their request, shall have their name placed upon the ballot for an office of CVEA, if they qualify for that office according to the Bylaws of CVEA.
  - b. The name of any Active member may be placed in nomination by any other member, with the consent of the nominee if they qualify for that office according to the Bylaws of CVEA.
- 7.1.2 The Election Committee shall establish the date and announce procedures for the election and distribution of ballots at the May Representative Council meeting.
- 7.1.3 The Election Committee shall conduct an election prior to June 15.
- 7.1.4 The Election Committee shall count the ballots and announce the results to the membership of CVEA.
- 7.1.5 No candidate for office shall serve on the Election Committee.
- 7.2 The Grievance Committee shall be responsible for implementing CVEA's grievance program.
  - 7.2.1 Provide representative(s) to assist members of the bargaining unit in processing grievances.
  - 7.2.2 Represent CVEA at grievance proceedings whenever a member of the bargaining unit is processing a grievance without the assistance of CVEA.
  - 7.2.3 Make recommendations to the Executive Board of CVEA regarding the budget for grievance processing and arbitration costs and shall keep the Executive Board of CVEA informed of the operation of the grievance program.
  - 7.2.4 Consider the merits of each grievance and make recommendations to the Executive Board of CVEA regarding the submission of a grievance to arbitration.
  - 7.2.5 Keep a record of all grievances processed.
  - 7.2.6 Provide training, resources and support for CVEA's grievance representative(s) at each certificated employee unit.
  - 7.2.7 Study CVEA's grievance processing policies and program and make recommendations to the Executive Board of CVEA for maintaining and improving their effectiveness.
- 7.3 The Political Action Committee shall:

- 7.3.1 Shall establish separate from CVEA, Bylaws, bank account, political ID# and IRS#. (See Political Action Bylaws, Attachment 1).
- 7.3.2 Maintain a continuing study of proposed legislation affecting schools and members of CVEA's bargaining unit.
- 7.3.3 Keep the membership informed regarding such proposed legislation and its progress while the Legislature is in session.
- 7.3.4 Propose and carry out methods for CVEA to support the legislative program.
- 7.3.5 Give to the membership information about the records and opinions of candidates for School Board, Legislature and Congress regarding questions affecting schools and members of CVEA's bargaining unit.
- 7.3.6 Plan any activities designed to establish with State and National Legislators representing CVEA's area.

STANDING RULE 8 – Ethnic/Minority Guarantee

- 8.1 Prior to the November meeting of the Representative Council, the Secretary of CVEA shall ascertain the ethnic-minority representation on the Representative Council. If the representation falls below the ratio of ethnic-minority members to the total membership, the Executive Board of CVEA shall arrange for a special election to raise the minimum representation to the appropriate number.

STANDING RULE 9 – Grievance Processing

- 9.1 The Executive Board of CVEA shall provide for representation to assist all members in the bargaining unit in processing grievances.
- 9.2 The Executive Board of CVEA shall provide training to the grievance representative(s) for the handling at each site.
- 9.3 If a member of the bargaining unit, who is not a member of CVEA, wishes to have a grievance processed at the arbitration level of the grievance procedure, such person must elect to pay either their pro rate share of the cost of arbitration or the equivalent of the annual dues of CVEA, CTA and NEA, whichever is less.

STANDING RULE 10 – Procedures for ratification of the contract

- 10.1 After all articles of the proposed contract have been tentatively agreed upon between the Bargaining Team and the Cajon Valley Union School District's

representative(s), they shall be printed and made available to all persons in the bargaining unit.

- 10.2 No changes can be made in this agreement. It must be ratified or rejected in its entirety.
- 10.3 Voting shall be done by secret ballot. All persons who are active members are eligible to vote on the proposed contract.
- 10.4 The CVEA Executive Board shall be responsible for :
  1. Ensuring that all Association/CTA/NEA election codes and timelines are followed;
  2. Establishing election timelines;
  3. Developing and carrying out all timelines and procedures;
  4. Preparing ballots for ratification of the Tentative Agreement
  5. Counting the ballots and certifying the results; and
  6. Handling initial challenges.
- 10.5 A simple majority vote shall determine the acceptance or rejection of the proposed contract.
- 10.6 Persons in the bargaining unit will be notified through their Faculty Representative regarding the results of voting.
- 10.7 After acceptance by CVEA and the Governing Board of the Cajon Valley Union School District, it shall be in effect until the expiration date of the contract.

#### STANDING RULE 11 – Organizational Security

- 11.1 Each certificated employee, who after the effective date of the contract agreement between the Cajon Valley Education Association and the Cajon Valley Union School District is a member of the Association and each individual who becomes a member after that date, shall maintain such membership for the duration of the contract including the extension thereof.
- 11.2 Any unit member who is not a member of CVEA/CTA/NEA, or who does not make application for membership within thirty (30) days commencement of assigned duties within the bargaining unit shall:
  - a. Become a member of the Association through payroll deduction or pay the annual dues in one (1) lump sum payment to the Association, or
  - b. Pay a service fee, the amount of which is determined by the Association and authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements provided that it shall be the sole responsibility of the Association to ensure that such fee is legally determined and legally appropriate. The fee may be paid through payroll

deduction or may be paid in one (1) lump sum payment to the Association, or

- c. Request exemption status from the Association based on long-standing philosophical beliefs or membership in a religious body with tradition tenets or teachings which include objections to joining or financially supporting employee organizations. The fee must be paid to a non-religious, non-labor charitable organization which is exempt from Section 501(c)(3) of the Internal Revenue Code. To receive an exemption, the unit member must submit a detailed written statement establishing the basis for the exemption. The Association Executive Board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the fee must be paid in full to an acceptable charity on or prior to the due date for cash/fees for each school year.

- 11.3 In the event that a non-member does not pay a fee directly to the Association or qualify for an exemption, the school district shall begin automatic payroll deduction as provided in Education Code Section 45061. The bargaining unit member will become an Agency Fee Payer.

#### STANDING RULE 12- Stipends

All compensation paid to elected/appointed officers shall be authorized by a majority of the Executive Board and ratified by a majority of the Representative Council. Any changes to the stipend structure for elected/appointed officers shall be provided in writing to members of the Representative Council at the meeting preceding the one which it is to be voted on.

- 12.1 The President shall receive a paid stipend equal to 20% of his/her current salary placement on the salary schedule for the Cajon Valley Union School District.
  - 12.1.1 The CVEA President shall receive a \$100 a month reimbursement for phone expenses.
- 12.2 The Vice President shall be paid an annual stipend of \$3,000.
- 12.3 The Treasurer shall be paid an annual stipend of \$3,000.
- 12.4 Super Rep Commitment and Reward  
Commitment:
  - 1) 100% meeting attendance
  - 2) 100% membership at site
  - 3) 100% note submission from 10-minute meeting

If all of the above standards are met, the Faculty Rep shall have their local Chapter Professional dues refunded. (Currently \$171.80 annually, 4/14/15)

**BY-LAWS**  
**CAJON VALLEY EDUCATION ASSOCIATION POLITICAL ACTION**  
**COMMITTEE**

**ARTICLE 1. – PURPOSES**

The Cajon Valley Education Association Political Action Committee is established for the following purposes:

- 1.1 To inform members of legislation, voting records and positions of legislators and candidates that may affect the member’s classroom, working conditions, rights and benefits.
- 1.2 To serve as a voluntary funding structure through which CVEA members may give direct and indirect financial contributions support or oppose such
  - (a) State and local candidates for office;
  - (b) State and local issues (including ballot measures)as deemed worthy of support (or opposition) from the standpoint of educational issues without regard to partisan consideration.
- 1.3 It is the intent of the Cajon Valley Education association political Action Committee to work in a cooperative manner, rather than in isolation from other district employee groups, to support our schools in an effective way.

**ARTICLE II. – OFFICERS**

- 2.1 Composition – Officers shall be a Chairperson, Treasurer and such other officers as are deemed necessary by the Cajon Valley Education Association Political Action Committee.
- 2.2 The Chairperson and Treasurer will be appointed by the President of CVEA with the approval of the CVEA Executive Board. The remaining officers will be appointed by the Chairperson of the Cajon Valley Education Association Political Action Committee.
- 2.3 The terms of office will be for the full term of the President of CVEA. Officers may continue to serve as long as they keep the support of the CVEA Executive Board and wish to continue their positions.

**ARTICLE III. – FUNDING**

- 3.1 A voluntary amount of up to \$1.00 per member per month will be placed in the account of the Cajon Valley Education Association Political Action Committee from current member local contributions. These monies will remain segregated from the general membership account. Any change in the amount must be approved by the CVEA Representative Council.

- 3.2 Amounts may be spent for any purpose deemed to be consistent with the statement of purposes of the group as judged by the Cajon Valley Education Political Action Committee with the approval of the CVEA Executive Board and advice from the CVEA Representative Council. The following guidelines will be used as procedures:
- 3.2.1 Amounts up to \$99.00 may be spent by the Chairperson with the approval of the Treasurer without previous authorization of the CVEA Executive Board. Reports of these expenditures will be made to the CVEA Executive Board on a regular basis.
  - 3.2.2 Amounts of between \$99.00 and \$499.00 may be spent with the approval of the CVEA Executive Board. Reports of these expenditures will be made to the CVEA Representative Council on a regular basis.
  - 3.2.3 Amounts over \$499.00 may only be spent with prior approval of both the CVEA Executive Board and CVEA Representative Council.
  - 3.2.4 Funds approved as line items in a budget that has been approved by the CVEA Executive Board and the CVEA Representative Council may be spent without additional approval. These expenditures will be included in the regular reports to the CVEA Executive Board and CVEA Representative Council.
- 3.3 No amount of funding or support in kind can be given to:
- (a) Support or oppose any city or county school board candidate or community college board candidate unless they are considered supported or endorsed by CVEA.
  - (b) Support or oppose a local educational initiative or ballot measure unless this is consistent with the position of CVEA.
- 3.4 Funds may be spent for either candidates or issues. Funding for candidates will be considered to be spent from Section A of this committee. Funds for issues will be considered Section B expenses. Separate books will be kept for each section.
- (a) Funds may be used to support candidates for state or local office, or for the Cajon Valley Union School District school board endorsed by Cajon Valley Education Association Political Action Committee, CVEA Executive Board and CVEA Representative Council following the procedures in Article IV.
  - (b) Funds may be spent to support or oppose issues or ballot measures following the procedures in Article IV.

#### **ARTICLE IV. – ENDORSEMENT PROCEDURES**

- 4.1 Candidates and officeholders endorsed by CVEA will be deemed endorsed unless action is taken by the Cajon Valley Education Association Political Action Committee, CVEA Executive Board and CVEA Representative Council to withhold endorsement.
- 4.2 The Cajon Valley Education Association Political Action Committee may become involved in the endorsement process by interviewing candidates or legislators of state level office and forwarding recommendations to CTA.

- 4.3 The Cajon Valley Education Association Political Action Committee may endorse a candidate for local office such as school board after a thorough and fair process which:
- 4.3.1(a) All candidates are given equal access to the committee and a good faith effort has been made to determine their positions on important issues facing education.
  - 4.3.1(b) Spokespeople for both sides of an issue or ballot measure are given equal access to the committee and a good faith effort has been made to determine the facts and relevance to education.
  - 4.3.2 Recommendations for endorsements are made by the Cajon Valley Education Association Political Action Committee, adopted by the CVEA Executive Board and ratified by the CVEA Representative Council.
  - 4.3.3 For school board elections and other elections that have a direct impact on other employee groups, the Cajon Valley Education Association Political Action Committee will make every effort to establish ways of coordinating the endorsement process with other association such as the Classified and Administrative Associations to reach consensus on endorsements.
- 4.4 No funds or support in kind may be spent on non-endorsed candidates.
- 4.5 The Cajon Valley Education Association Political Action Committee may issue endorsement letters or statements of endorsement with reasons for the endorsement for purposes of press releases or member education after approval of the CVEA Executive Board.

#### **ARTICLE V. – MEMBERSHIP AND MEETINGS**

- 5.1 Any member may request to be on the Cajon Valley Education Association Political Action Committee and may serve with the consent of the CVEA Executive Board.
- 5.2 Meetings will be called by the Chairperson when there is business to conduct. All members will be notified in advance of the meetings. A quorum consisting of the majority of committee members is necessary to conduct business.

#### **ARTICLE VI. – AMENDMENTS TO BY-LAWS**

- 6.1 By-laws may be initiated by a majority vote of the CVEA Executive Board and approved by a majority vote of the CVEA Representative Council.