



## **ADMINISTRATORS ASSOCIATION**

### **CHULA VISTA (AACV)**

**American Federation of School Administrators (AFSA)  
Local 145, AFL-CIO**

# **CONSTITUTION & BYLAWS**

July 25, 2022

## **CONSTITUTION AND BYLAWS**

### **ADMINISTRATORS ASSOCIATION CHULA VISTA (AACV)**

#### **ARTICLE I – NAME**

The name of the organization shall be the Administrators Association Chula Vista, hereafter referred to as AACV. Effective November 17, 2022, AACV became a chapter under the United Administrators of Southern California (UASC) Federation of School Administrators and the American Federation of School Administrators (AFSA) AFL-CIO as Local 145.

#### **ARTICLE II – PURPOSE**

The purpose of this organization is to promote educational excellence in the Chula Vista Elementary School District (CVESD) by representing the professional concerns of its members in their relations with CVESD and to serve as the exclusive collective bargaining representative of the principals and associate principals of CVESD. AACV is to advocate for and represent its members pursuant to the Educational Employment Relations Act, commencing with Section 3540 of the Government Code (EERA), and to operate as a labor organization within the meaning of Section 23701a of the California Revenue and Taxation Code.

##### **Nonprofit Status**

AACV does not contemplate pecuniary gain or profit to its members and is organized under UASC for nonprofit purposes.

##### **Political Activity**

AACV does not engage in political activity.

#### **ARTICLE III - CODE OF PROFESSIONAL ETHICS**

- When AACV formally speaks on behalf of its membership, it does so with a united voice.
- Success of students is the fundamental basis of administrative decision-making and actions.
- Personal integrity, trust and honesty forms the basis of all professional relationships.
- Members uphold the honor and dignity of the profession in all their actions.
- Civility and mutual respect characterize all interactions between and among members.
- The workplace must be free from hostility or discrimination of any kind.

## ARTICLE IV – MEMBERSHIP

The membership of this organization shall be composed of principals and associate principals of the Chula Vista Elementary School District as determined by the Public Employee Relations Board – Chula Vista Elementary School District agreement of May 3, 2022, and any future amendments thereto:

1. **Member in Good Standing:** Any person employed by CVESD as a principal or associate principal and who joins as a union member is entitled to representation in his/her employment relationship with CVESD. A member in good standing also has the right to attend all AACV membership meetings and activities. A member in good standing has the right to vote and hold office within AACV to provide input on overall collective bargaining goals, and to vote on ratification of collective bargaining agreements between AACV and CVESD. The dues amount for being a member in good standing will be set forth by the UASC Board of Directors annually. The deduction is taken 12 months of the year. All members in good standing are also automatically members of the United Administrators of Southern California (UASC), the California Association of Urban School Administrators (CAUSA) and the American Federation of School Administrators (AFSA), Local 145, AFL-CIO.
2. **Retired Membership:** All members in good standing at the time of retirement can continue as retired members of AACV. There will be a onetime fee of \$250.00 for lifetime retiree membership or an annual fee of \$50.00 payable each July. Retiree dues will be applied to the AACV Scholarship Fund. Retired members may elect to add AFSA benefits onto their membership by paying the amount annually as specified by UASC. When past presidents retire, they shall become honorary lifetime members of AACV.

Retired members may attend all general membership meetings and social activities of AACV and receive all general communications/publications. Retired members who are continuing to work for the school district in temporary assignments may receive the assistance of AACV in work-related personnel or professional matters.

3. **Affiliate Membership:** Affiliate membership is available to certificated CVESD employees who possess a current Administrative Services Credential or to those who have completed their Tier II Administrative Services credential, as well as to any AACV certificated employee who has been reassigned, laid off, or promoted outside of the AACV bargaining unit or is in a non-represented position.

Affiliate members shall pay monthly dues as specified annually by UASC and will include affiliate membership in AACV as well as membership in AFSA. Dues commence the month of acceptance as an affiliate member. Automatic payroll deductions will occur for affiliate members. Laid off affiliate members may make the required dues payment directly to AACV.

Affiliate members may attend all general membership meetings and social activities of AACV and receive AACV general communications/publications, as well as participate in various programs offered by UASC-affiliated vendors. Affiliate members will also be members of AFSA. The privileges of holding office, voting on general membership questions, enrolling in certain programs, and being represented by AACV regarding individual personnel and personal concerns are reserved for members in good standing.

## **ARTICLE V – TERMINATION OF MEMBERSHIP**

Membership in good standing in AACV and all rights pertaining thereto shall automatically terminate upon the occurrence of any of the following causes:

1. The member assumes a position of employment within CVESD that is not included within the AACV bargaining unit; or
2. Upon separation from employment with CVESD; or
3. Upon written notice via United States Mail to AACV during the period not less than thirty (30) days and not more than sixty (60) days before the annual anniversary date of the date the member signed the AACV Membership Authorization form.

## **ARTICLE VI – OFFICERS/BOARD OF DIRECTORS**

The AACV Officers will constitute the AACV Board of Directors and are vested with full authority and responsibility for the executive and business administration of AACV affairs, with each member having only one vote and each member holding only one officer position. Officers may be designated by the President to assume such other responsibilities as may be deemed appropriate

1. The Board of Directors shall be comprised of the following AACV Officers:
  - a. President
  - b. Past President (if applicable)
  - c. Vice President
  - d. Secretary/Treasurer
  - e. Bargaining Chairperson (appointed by the President)
  - f. Associate Principal's Representative
  - g. Communications/Social/Scholarship Chairperson
2. A UASC staff member, appointed by UASC, will serve as an ex-officio member of the AACV Board of Directors.
3. The functions of the AACV Board of Directors are to:
  - a. Act as the planning body of AACV including executive and business decisions.
  - b. Approve filing of member grievances at the arbitration level in the Collective Bargaining Agreement.
  - c. Approve the filing of unfair practices charges with the Public Employment Relations Board (PERB) against the district.
  - d. Approve Memorandums of Understanding and/or Side Letters on behalf of AACV.
  - e. Provide direction to the bargaining team.
  - f. Monitor and make decisions regarding the finances of the union.
  - g. Maintain confidentiality regarding member personnel issues and bargaining strategies as well as other confidential matters.
  - h. Ensure compliance with the Participation Agreement with UASC.

4. If possible, the AACV Board of Directors meetings shall meet monthly and will establish an agreed upon meeting schedule for the year. All Board of Directors meetings are open to any member in good standing of AACV with the exception of the portion of the meeting that is a closed session and with the exception of confidential briefing portions of the Board of Directors meetings.
5. Roberts' Rules of Order, Revised, is the authority on parliamentary procedure in both the general membership meetings and those of the AACV Board of Directors.
6. The AACV Board of Directors has the right to call for closed session meetings.
7. Attendance at AACV Board of Directors or other AACV meetings is a basic responsibility of elected members of the Board. At the discretion of the President, absence from two or more Board of Directors meetings may become cause for replacement of Board of Directors members.
8. Officers who are designated as the AACV Board of Directors are elected by the general membership and shall serve two-year terms (with the exception of the Bargaining Chairperson who is appointed by the President and the Past President).
9. There are no term limits for members of the AACV Board of Directors.
10. Action taken by the AACV Board of Directors shall be binding on all members.
11. All members of the AACV Board of Directors shall be covered by a liability insurance policy provided by AFSA.
12. All members of the AACV Board of Directors are required to sign a "confidentiality" agreement at the beginning of their term. The agreement requires the Board of Directors member to maintain confidentiality while on the Board and when their term has ended.
13. Each member of the Board of Directors shall be responsible to communicate within three workdays to the UASC staff member assigned, all requests for representation from any AACV member. Potentially grievable issues must be reported within 72 hours, due to timeline requirements.
14. The Past President will be the last former President who is still in an AACV represented position and is available and willing to serve. If there is no Past President or the Past President is unavailable or unwilling to serve, the position will remain vacant.
15. The AACV President will also serve on the UASC Board of Directors.

## **ARTICLE VII – DUTIES AND RESPONSIBILITIES OF OFFICERS**

### **President**

1. The President shall act as Chairperson of the AACV Board of Directors.
2. The President shall also serve on the UASC Board of Directors.

3. The President, or their appointed designee(s), may elect to attend CAUSA, AFSA or other such meetings as funds permit.
4. Upon completion of term, the President will fill the position of Past President and serve on the AACV Board of Directors if the individual is in an AACV-represented position and is available and willing to serve.

### **Vice President**

1. The Vice President will assist the President in the work of the union.
2. The Vice President shall serve as President Pro Tem.
3. If the President's position becomes vacant, the Vice President will complete the remainder of the President's term. If the Vice President is unwilling or unable to accept the President position, the Board of Directors will vote by secret ballot to appoint a President from the members of the Board of Directors.

### **Secretary/Treasurer**

1. The Secretary/Treasurer shall keep accurate records of the proceedings of all meetings of the AACV Board of Directors.
2. Within one week, copies of all minutes will be emailed to the AACV President, and the UASC Office Manager for distribution to the UASC and AACV Board of Directors.
3. The Secretary/Treasurer will review with the AACV Board of Directors a written financial report, prepared by the UASC office manager, on a quarterly basis.
4. See Article XI for additional responsibilities.

### **Past President**

The Past President will assist the President and the AACV Board of Directors in the work of the union.

### **Bargaining Chairperson**

The Bargaining Chairperson will be responsible for duties as detailed in Article XII and will serve on the Board of Directors and will assist the President and the AACV Board of Directors in the work of the union.

### **Associate Principal's Representative**

The Associate Principal's Representative will be responsible for representing associate principals on the Board of Directors and will assist the President and the AACV Board of Directors in the work of the union.

### **Communications/Social/Scholarship (CSS) Chairperson**

The Communications/Social/Scholarship Chairperson will be responsible for duties as detailed in Article XIII and will serve on the Board of Directors and will assist the President and the AACV Board of Directors in the work of the union. The CSS Chairperson will have responsibility for ensuring AACV members are aware of communications; coordination of social activities; and will coordinate any scholarship program for AACV.

## **ARTICLE VIII – ELECTIONS**

1. All Board of Directors candidates must be members in good standing of AACV.
2. In April of the even numbered years, a call for Officer nominations will occur amongst members in good standing.
3. Self-nominations are permitted.
4. Ballots for AACV Board of Directors candidates shall be distributed via electronic means during May of the even numbered years.
5. Electronic votes shall be tabulated by the Executive Director, UASC and verified by one other UASC staff members. The tabulation will then be shared with the current AACV Board of Directors.
6. In the event of a tie, and barring the voluntary withdrawal of a candidate, the candidates will draw straws in the presence of the Executive Director, UASC and the AACV President, or designee, to determine the successful candidate.
7. Ballots and vote counts shall be impounded by the Executive Director, UASC and remain secured for two (2) years at the UASC office and available for any challenges.
8. Results will be published via email within 48 hours following elections.
9. Following the publishing of results, candidates wishing to challenge the results must submit a written request to the UASC office within five (5) workdays.
10. The Executive Director, UASC, shall investigate any written request and make appropriate recommendations to the UASC Board, who shall have the final say regarding election challenges.

## **ARTICLE IX – VACANCIES**

1. If a vacancy occurs in the office of President before that candidate assumes office, a new election shall be held.
2. If a vacancy occurs in the office of President after he or she assumes office, it shall be filled by the Vice President until the next regular election.
3. If the Vice President is unwilling or unable to fill the position of President, the AACV Board will select a replacement from the Board of Directors to serve until the next regular election.
4. If a vacancy occurs during the year in the office of Vice President, Secretary/Treasurer, Bargaining Chairperson, Principal's Representative, Associate Principal's Representative or Membership Chairperson, the AACV Board shall select replacements from the AACV Board of Directors or the general membership to serve until the next regular election.

## **ARTICLE X – GENERAL MEMBERSHIP MEETINGS**

1. General or Emergency Membership Meetings may be called by the President, a majority vote of the AACV Board of Directors, or upon receipt of a petition signed by at least 51% of the membership.
2. Members shall be notified of General Membership Meetings at least five (5) workdays in advance.
3. Members shall be notified of Emergency General Membership Meetings at least twenty-four (24) hours in advance.
4. At least one (1) general membership meeting will be held each year and may be part of another scheduled event.

## **ARTICLE XI – FINANCES**

1. The fiscal year shall be October 1 through September 30.
2. Annually, prior to the September Board of Directors meeting, the AACV Secretary/Treasurer and the AACV Finance Committee will prepare a draft budget. Prior to the AACV Finance Committee meeting to draft the budget, the UASC Board of Directors will provide the AACV Board of Directors with a directive regarding union dues and affiliate member dues for the fiscal year and a directive regarding the percentage of dues that will be required to fund UASC.
3. At the regular September Board of Directors meeting the AACV Secretary/Treasurer will submit the proposed budget to the AACV Board of Directors for its approval. Once the budget is approved, copies will be provided to UASC.
4. Each October, a final budget will be made available for members' inspection in the UASC office.
5. Within 60 days after the end of the fiscal year, a detailed written financial report shall be prepared by the UASC Office Manager. The report shall be presented at an UASC Board of Directors meeting and then at a AACV Board of Directors meeting.
6. The UASC Executive Director and/or Office Manager shall sign checks or pay electronic billings as needed to pay for the operation of AACV, as budgeted.
7. UASC shall provide a surety bond for the UASC staff.
8. Within 60 days after the end of the fiscal year, a financial statement review shall be conducted by a professional Public Accountant during the odd-numbered years.

## **ARTICLE XII – DUTIES OF BARGAINING TEAM**

### **Bargaining Team**

1. The UASC Executive Director, or other UASC staff, shall be the lead negotiator for AACV bargaining/negotiations.



2. On July 1 of the even numbered years, the AACV President shall appoint up to five (5) members to the Bargaining Team, one of which will also be appointed to the AACV Board of Directors and will be the Bargaining Chairperson. The remaining four (4) members of the bargaining team will be selected by the President from the Board of Directors or the general membership.
3. The duties of the Bargaining Team are to represent and to bargain for the bargaining unit.
4. The Bargaining Team shall have responsibility for conducting all bargaining-related activities.
5. The Bargaining Team shall be under the direction of the AACV Board of Directors and shall report its activities to the AACV Board of Directors.
6. The Bargaining Team is empowered to reach tentative agreements with the CVESD subject to ratification by the membership and/or approval of the AACV Board of Directors. Agreements reached between the Bargaining Team and the School Board, or its representatives, shall be considered tentative and not binding until such agreements have been ratified by the active membership in the bargaining unit.
7. The UASC Executive Director, or other UASC staff and the Bargaining Team Chair are empowered to sign all bargaining related documents, including tentative agreements, on behalf of AACV.
8. The Bargaining Team under the direction of the UASC Executive Director or other UASC staff, will be responsible for creating and providing for the dissemination of information regarding bargaining and the activities of the Bargaining Team to the general membership.
9. The Bargaining Team members must have an in-depth knowledge of the collective bargaining agreements.
10. Vacancies on the Bargaining Team created by resignation or inability to serve may be filled by appointment by the AACV President.
11. The AACV President, with a 2/3 vote of the Board of Directors, may remove a member of the Bargaining Team.
12. The AACV Bargaining Team will be responsible for investigating and reporting to the AACV Board of Directors, and working to obtain for AACV members, optimum programs in the areas of salary, retirement, insurance, tax sheltered annuities, health benefits, and other areas as designated by the AACV Board of Directors.
13. The AACV Bargaining Team will review the operation of all district policies and procedures relating to AACV members.

### **ARTICLE XIII - TERMS OF DUTIES OF OTHER COMMITTEES AND REPRESENTATIVES**

#### **General**

Except as provided elsewhere in this article, special committees may be appointed at any time by the President and the AACV Board of Directors.

All members of the AACV committees shall be covered by a liability insurance policy provided by AFSA.

The UASC Executive Director or other designated UASC staff may attend any committee meetings as an ex-officio member or resource.

### **Finance Committee**

The Finance Committee shall be chaired by the Secretary/Treasurer and shall consist of one (1) other member of the Board of Directors and a minimum of two (2) members in good standing or retired members. Between the months of June and August, the Finance Committee shall prepare a draft budget to be submitted to the AACV Board of Directors at the regular September meeting. The Finance Committee may also elect to meet periodically to monitor the finances of the union.

### **Scholarship/Social Committee**

The Scholarship/Social Committee (SSC) will be chaired by the Communications/Social/Scholarship Chairperson who serves on the Board of Directors. The Scholarship/Social Committee may be responsible for an annual fundraising event for selected beneficiary organizations as determined by the Board of Directors (example: Rady's Children, Polinski Center, Mi Escuelita) as well as fundraising for the Scholarship Fund. The SSC will also plan and organize social gatherings for AACV.

### **Other Representatives/Committees**

The President and Board of Directors may appoint AACV representatives to activities/meetings not covered by committee representation.

## **ARTICLE XIV – RELATIONSHIP WITH UASC**

AACV shall have a Participation Agreement with UASC and the AACV Board of Directors shall comply with the Agreement. The Participation Agreement details the duties and responsibilities of the UASC staff.

## **ARTICLE XV - STANDING RULES**

The AACV Board of Directors may adopt, amend or rescind any or all Standing Rules provided such action is approved by majority of the AACV Board of Directors members. No Standing Rule may conflict with another rule previously adopted or with the Constitution/Bylaws.

1. At the beginning of the term of office, each member of the AACV Board of Directors shall be given a copy the Constitution/Bylaws, Duty of Fair Representation statement and shall be responsible for making a thorough study of the documents as well as the Collective Bargaining Agreement. Each Board member will also be required to sign a "confidentiality" agreement.
2. Transportation costs of AACV members traveling outside the district for approved activities, when authorized by the AACV Board of Directors, or, in emergency situations by the President, shall be reimbursed as follows:
  - a. Actual cost of airline, railroad or bus transportation when used.

- b. When a private automobile is used for transportation, reimbursement for mileage shall be at the standard rate published by the Internal Revenue Service (IRS).
3. The AACV President and the UASC staff shall be able to attend all AACV social/business functions at no cost.
4. In determining whether the Board of Directors will respond to requests from individuals or organizations for financial contributions, the following criteria will be used as guidelines:
  - a. AACV budget impact.
  - b. The project or request must be of a nature that compliments the goals of AACV and is non-partisan in nature.
5. All records of AACV shall be held on file in the UASC office for a period of five (5) years. Records may be physical records or scanned electronic files.
6. Exceptions:
  - a. Records of historical importance should be held as permanent historical documents. Bank records are to be held for seven (7) years. Records will be maintained by the UASC staff.
  - b. Electronic copies of meeting minutes shall be kept on a separate storage device and updated after each meeting in case the minutes are lost, or not available.
  - c. All computer files shall be backed up regularly and storage devices are to be held in a safe and secure manner.

## **ARTICLE XVI - METHOD OF AMENDING CONSTITUTION & BYLAWS AND RATIFYING CONTRACTS**

Amendments to the Constitution & Bylaws may be proposed by the AACV Board of Directors and shall require approval by a majority (50% +1) of the responding members in good standing.

Full Contract Collective Bargaining Agreements for AACV shall require ratification by a majority (50% + 1) vote of the responding members in good standing.

Voting may either be in-person or electronic, as determined by the Board of Directors.

## **ARTICLE XVII – COMPLAINT PROCEDURE**

### **Complaints**

Any member in good standing may file a complaint against a member of the AACV Board of Directors for:

1. Violating any provision of these Bylaws;
2. Gross disloyalty or conduct; or
3. The wrongful taking or retaining of money, books, papers, records, or any other property belonging to AACV or UASC or the wrongful destruction, mutilation or erasure of any books, papers, records, bills, receipts, vouchers, or other property of AACV or UASC.

Complaints against any member of the AACV Board of Directors shall be filed in writing with the AACV President who shall deliver a copy of the complaint to the AACV board member against whom the complaint was filed, either in-person or by certified U.S. Mail, directed to the last known address of the person, within ten (10) workdays. Complaints against the AACV President shall be filed in writing with the UASC Executive Director.

### **Review of Complaint**

The AACV Board of Directors shall review the evidence and shall conduct an investigation.

1. The AACV Board of Directors member whom a complaint was filed against shall not act as part of the reviewing body.
2. If the complaint or any portion thereof is sustained, within ninety (90) days, the AACV President shall render judgment in writing and impose appropriate action.
3. If the complaint is not sustained it shall be dismissed and the complainant notified.
4. The UASC Executive Director shall be consulted as part of the investigation process and consulted for follow up action, if any.

### **Actions**

1. Actions may consist of counseling, reprimands, commands to do or perform, or refrain from doing or performing specific acts.
2. Actions may also consist of suspension or removal from the AACV Board of Directors, and limits on eligibility as a candidate for such an office or position in the future.

### **Appeals**


1. The appeal of any decision of the AACV Board of Directors regarding complaints may be taken to the next regular or special meeting of the UASC Board of Directors
2. Such an appeal shall be filed in writing with the AACV President within five (5) calendar days of the decision of the AACV Board of Directors on the complaint.

3. When such appeals are pending, the appealed decision of the AACV Board of Directors on the complaint shall remain in full force and effect.
4. Review of the appeal shall be limited to the original complaint.
5. The action of the UASC Board of Directors, where the appeal is made, shall be final and binding on all parties.
6. Every person who has filed a complaint or had a complaint filed against him or her should exhaust all remedies provided for in these Bylaws and should not file or prosecute any action in court, tribunal or other agency until those remedies have been exhausted.

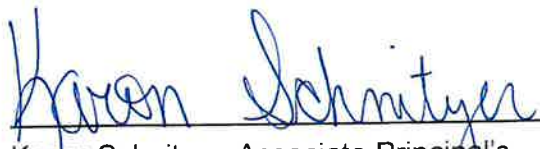
These Constitution & Bylaws are adopted by the AACV Members in Good Standing in Chula Vista, California, this 25th day of July, 2022.


  
 Theresa Corona, President

  
 Patricia Magana, Secretary/Treasurer

  
 Bill Willis, Vice President

  
 Bargaining Chairperson, Melody Belcher

  
 Karon Schnitzer, Associate Principal's Representative

  
 Ruth Diaz de Leon, Communications/  
 Social/Scholarship Chairperson

N/A  
 Past President (if applicable)

Reviewed By:

  
 Donis Coronel, Executive Director, UASC