

**ANTELOPE VALLEY TEACHER'S
ASSOCIATION
CTA / NEA**

**GOVERNANCE DOCUMENTS:
BYLAWS
STANDING RULES
APPENDICES**

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BYLAWS

ANTELOPE VALLEY TEACHERS' ASSOCIATION/CTA/NEA

ARTICLE 1 - NAME AND LOCATION

The official name of this Association shall be the Antelope Valley Teachers' Association/CTA/NEA in Los Angeles County.

ARTICLE 2 - PURPOSES

The primary purposes of this association shall be:

1. 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;
2. To form a representative body capable of developing group opinion on professional matters to speak with authority for members;
3. To provide an opportunity for continuous study and action on problems of the profession;
4. To promote cooperation and communication between education support professionals and certificated educators;
5. To provide a means of representation for its ethnic-minority members;
6. To promote professional attitudes and ethical conduct among members;
7. To encourage cooperation and communication between the profession and the community; and
8. To foster good fellowship among members.

ARTICLE 3 - AFFILIATION WITH CTA/NEA

1. The Antelope Valley Teachers' Association shall be a chartered chapter of the California Teachers Association (CTA).
2. The Antelope Valley Teachers' Association shall be an affiliate local association of the National Education Association (NEA).

ARTICLE 4 - MEMBERSHIP

1. The primary category of membership shall be Active members.
2. 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 the Antelope Valley Union High School District, and whose primary assignment is such as not to hold evaluative responsibility over

other employees to such an extent as not to be represented in the negotiations process by the bargaining unit.

3. Membership may be granted upon initiation of payroll deduction or upon payment of annual Association/CTA/NEA dues.
4. The right to vote and to hold elective office or appointive position within the Association shall be limited to Active members.
5. Members shall receive special services, obtain assistance in the protection of professional and civil rights, and receive reports and publications of the Association.
6. Active members shall adhere to The Code of Ethics of the Education Profession.
7. 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.
8. No member of the Association may be disciplined by the chapter 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.
9. 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.
10. Unless otherwise expressly provided by law, persons who tender agency fees shall have no rights or privileges within this Association.

ARTICLE 5 - DUES, FEES, AND ASSESSMENTS

1. The basic annual dues level for Active members, and representation fee 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.
2. The Association's portion of the basic annual dues, and the representation fee for non-members, shall be established by action of the active membership of the Association at the last regular meeting of the school year.
3. The Association shall apportion any negotiated representation fee on the same percentage basis as the full Association/CTA/NEA dues.
4. 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.

ARTICLE 6 - POLICY-MAKING BODY

1. 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.
2. The Representative Council shall be composed of the following Active members:
 - 2.1. Voting members of the Executive Board;
 - 2.2. Representatives elected on the basis of one-person one-vote;
3. The Representative Council shall:
 - 3.1. Establish Association policies and objectives;
 - 3.2. Adopt the annual budget of the Association on or before the first meeting of the school year;
 - 3.3. Approve the establishment or discontinuance of committees recommended by the Executive Board; and
 - 3.4. Establish the dues of the Association.
4. Meetings of the Representative Council
 - 4.1. The Representative Council shall meet at least once during each school month; the number, place and time of meetings to be decided by the Executive Board.
 - 4.2. 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.
 - 4.3. 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.
 - 4.4. 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.
 - 4.5. 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.
 - 4.6. A quorum for all meetings of the Representative Council shall consist of a majority of all voting members of the Representative Council.

ARTICLE 7 - REPRESENTATIVES

1. Representatives shall be elected by and from the Active membership for each faculty group. Such election shall be by open nominations and by secret ballot.
2. Representatives shall serve a term of 1 year.

3. Each faculty, site or site unit shall be entitled to at least one representative and shall have one representative for each 20 Active members on the staff, or major fraction thereof.
4. Active members who are not represented through an individual school group shall be counted as a special faculty group entitled to the same representation on the Representative Council as individual school faculty groups.
5. Vacancies: Vacancies in the office of Representative for whatever cause may be filled by properly elected replacements.
6. Representatives shall:
 - 6.1. Conduct constant and ongoing liaison between the Representative Council and the Active members of the faculty/site unit;
 - 6.2. Serve as the official channel through which written communications and publications can be easily and quickly transmitted between the Association and the members;
 - 6.3. Represent the views and input of the Active membership in votes taken in the Representative Council, conducting frequent and regular polls of such membership for this purpose; and
 - 6.4. Perform such additional duties as prescribed by the Executive Board.
7. A Representative shall not conduct an election in which he/she is a candidate.

ARTICLE 8 - OFFICERS

1. The officers of the Association shall be a President, a Vice-President of Association Business, Vice-President of Communications, Vice-President of Professional and Association Issues, and a Treasurer.
2. 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.
3. These officers shall be elected by and from the Active membership of the Association. Such election shall be by open nominations and secret ballot.
4. Officers shall be elected for a term of 2 years, commencing on July 1st of any calendar year.
5. The President, Vice President of Communications, and Treasurer shall be elected in even numbered years. The Vice-President of Association Business and the Vice-President of Professional and Association Issues shall be elected in odd numbered years. For the 2014-2015 school year, all executive Board positions will be elected for two years, except the Vice-President for Association Business and the Vice-President for Professional and Association Issues whose term will be one year.
6. 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 of Association Business 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.
7. The President shall be the chief executive officer of the Association and its policy leader.

8. The President shall:
 - 8.1. Ensure that the Bylaws and Standing Regulations are followed;
 - 8.2. Preside at all meetings of the Association, the Representative Council and Executive Board;
 - 8.3. Prepare the agenda for the meetings of the Association, the Representative Council and the Executive Board;
 - 8.4. Be the official spokesperson for the Association;
 - 8.5. Be familiar with the governance documents of the Association, CTA, and NEA;
 - 8.6. Appoint all chairpersons and members of committees with the approval of the Executive Board by the beginning of each school year;
 - 8.7. Appoint the chairperson and members of the Bargaining Team with the approval of the Executive Board by the beginning of each school year;
 - 8.8. Call meetings of the Association, Representative Council and the Executive Board;
 - 8.9. Propose the procedures for grievance processing for ratification by the Executive Board and the Representative Council;
 - 8.10. Suggest policies, plans and activities for the Association and be held responsible for the progress and work of the Association;
 - 8.11. Collaborate with a newly elected President, if requested, for the period of time between the election and the beginning of the term of the new President;
 - 8.12. Collaborate with, coordinate, and assist all committee chairs.
 - 8.13. Attend meetings of the Service Center Council of which the Association is a part; and
 - 8.14. Attend other CTA/NEA meetings as directed by the Representative Council.
9. The Vice-President of Association Business shall:
 - 9.1. Ensure that the Bylaws and Standing Regulations are followed;
 - 9.2. Assume the duties of the President in the absence of the President;
 - 9.3. Serve as assistant to the President in all duties of the President;
 - 9.4. Keep an accurate roster of the membership of the Association and of all committees; and
 - 9.5. Serve as coordinator of committee activities at the direction of the President.
10. The Vice President of Communication shall:
 - 10.1. Ensure that the Bylaws and Standing Regulations are followed;

- 10.2. Serve as secretary during Executive Board Meetings and Representative Council meetings.
 - 10.3. Collaborate with other members of the Executive Board.
 - 10.4. Collaborate with Site Captains in areas regarding the site implementation of the duties of the Vice-President of Communication.
 - 10.5. Be responsible for the formation and distribution of the Association's calendar of activities;
 - 10.6. Keep a careful and accurate record of the proceedings of each meeting, regular or special, of the Association, Representative Council, and the Executive Board; and
 - 10.7. 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.
 - 10.8. Carry on the correspondence pertaining to the affairs of the Association as directed by the President.
11. Vice-President of Professional and Association Issues shall:
- 11.1. Ensure that the Bylaws and Standing Regulations are followed; and
 - 11.2. Attend Executive Board and Representative Council meetings.
12. The Treasurer shall:
- 12.1. Ensure that the Bylaws and Standing Regulations are followed;
 - 12.2. Receive all funds belonging to the Association and be responsible for their safekeeping and accounting;
 - 12.3. Pay out such funds upon orders of the President;
 - 12.4. Provide a written financial report for each regular meeting of the Representative Council and Executive Board;
 - 12.5. Be responsible for an annual audit of the books of the Association and distributing a summary of this audit to the membership; and
 - 12.6. Be responsible for submitting membership and financial reports to CTA, NEA, and other agencies as required by law.

ARTICLE 9 - EXECUTIVE BOARD

1. The Executive Board Shall be composed of the elected officers (may include members elected at-large from the Active membership as long as this complies with the "one-person, one-vote" rule).
2. 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.

3. 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 written petition of a majority of the members of the Executive Board.
4. The duties and the responsibilities of the Executive Board are:
 - 4.1. Coordinate the activities of the Association;
 - 4.2. Act for the Representative Council when school is not in session.
 - 4.3. Direct the bargaining activities of the Association, subject to policies and priorities established by the Representative Council;
 - 4.4. Approve by majority vote appointment and by two-thirds (2/3) vote removal of bargaining team members;
 - 4.5. Recommend a budget for the Association to the Representative Council;
 - 4.6. Approve by majority vote all appointment and removal of committee members, including chairpersons;
 - 4.7. Adopt the local Standing Rules for the Association;
 - 4.8. Adopt grievance procedure;
 - 4.9. Direct the grievance activities of the Association subject to approval of the Representative Council; and
 - 4.10. 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.
5. A quorum for all meetings of the Executive Board shall consist of a majority of the elected members of that body.

ARTICLE 10 - MEETINGS OF THE GENERAL MEMBERSHIP:

1. 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.
2. 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 days before the meeting except during crisis situations.
3. For emergency meetings during crisis situations, the Executive Board shall adopt procedures to notify the Association membership of meeting dates, places and times.
4. A quorum for meetings of the Association shall be 20 percentage of the Active membership.

ARTICLE 11 - BARGAINING TEAM

1. The duties of the Bargaining Team are to represent and to bargain for all bargaining unit members.
2. The President shall appoint all members, alternates, and the chairperson of the Bargaining Team with the concurrence of the Executive Board.
3. Vacancies created by resignation or inability to serve shall be filled by the Executive Board from the list of alternates.
4. The Executive Board, by two-thirds (2/3) vote, may remove a member of the Bargaining Team, but must report such changes to the Representative Council.
5. 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 active membership through the Representative Council. The Executive Board is distinct from the Bargaining Team.
6. 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 in that unit.
7. The Bargaining Team shall report its activities to the Executive Board and Representative Council at all regularly scheduled meetings.
8. The Executive Board shall provide for the dissemination of information regarding bargaining and the activities of the Bargaining Team to the general membership via direct communication or through site Representatives.
9. 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 unless such ratification shall have been specifically waived or otherwise delegated by that active membership.

ARTICLE 12 - 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 be 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.

ARTICLE 13 - NOMINATIONS AND ELECTIONS

1. 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*. The chapter president must provide Active members an opportunity to vote in all elections.
2. Elections must be held in accordance with the CTA Elections Manual and these Bylaws. No person or group including any Officer, the Executive Board, or the Representative Council may determine not to hold an election.
3. There shall be an appointed Elections Committee.
4. Elections shall be conducted with:
 - 4.1. Open nomination procedure;
 - 4.2. Secret ballot;
 - 4.3. All Active member vote;
 - 4.4. Record of voters receiving or casting ballots; and
 - 4.5. Majority vote, unless otherwise specified.
5. 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.
6. NEA State Delegate elections shall be conducted in accordance with CTA guidelines.
7. NEA Local Delegate elections shall be conducted in accordance with CTA/NEA guidelines.
8. The duties of the Elections Committee shall be to:
 - 8.1. Ensure that all Association/CTA/NEA election codes and timelines are followed;
 - 8.2. Establish election timelines;
 - 8.3. Develop and carry out timelines and procedures;
 - 8.4. Prepare ballots for election of officers and such other elections as may be necessary;
 - 8.5. Count the ballots and certify the results; and
 - 8.6. Handle initial challenges.

ARTICLE 14 - 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.

ARTICLE 15 - 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.

ARTICLE 16 - STANDING RULES

The Executive Board will establish and maintain Standing Rules to govern procedural adherence to these Bylaws. The Standing Rules, an amendment to the Standing Rules, and any change to Standing Rules must be approved by two-thirds (2/3) vote of the Representative Council. Notice in writing of a proposed change to Standing Rules must be provided to the members of the Representative Council at the meeting preceding the one at which it is to be voted upon.

ARTICLE 17 - 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 and two-thirds (2/3) vote of the votes cast by the Active Membership. Notice in writing of a proposed Bylaws amendment shall have been submitted to the Vice President of Communication and provided to the Active Membership and members of the Representative Council at the meeting preceding the one at which it is to be voted upon.

ASSOCIATION STANDING RULES

ARTICLE 1 – Name and location

ARTICLE 3 – Affiliation with CTA/NEA

1. ARTICLE 2 – Purposes The purpose of the standing rules is to govern the day-to-day implementation of the Association Bylaws.
2. Standing Rules of the Association may be altered by a majority vote of all members of the Executive Board and a simple majority of the Representative Council.

ARTICLE 4 – Membership

ARTICLE 5 – Dues, Fees, and Assessments

1. The portion of AVTA dues will be no less than half of the CTA dues.

ARTICLE 6 – POLICY MAKING BODY

1. The Representative Council Shall:
 - 1.1. Establish Association policies and objectives.
 - 1.2. Adopt the Annual Budget of the Association at the first meeting of the school year, unless postponed by 50% of voting Representatives at said meeting.
 - 1.3. Approve the establishment or discontinuance of committees recommended by the Executive Board as well as those unit members who chair such committees.
 - 1.4. Establish the amount of Association Dues.
2. The Representative Council shall meet at least once during each school month. The place and time of said meetings is to be decided by the Executive Board, but must be scheduled at such a place and time that Representatives from all sites may attend outside of their regular work day.
3. Special meetings of the Representative Council may be called by the President, Executive Board, or by petition of twenty (20) percent of the voting Representatives. In such case, whichever authority calls the meeting shall determine the location and place and call-to-order and run such a meeting. All Representatives, voting or not, must be given notice to the meeting and an agenda must be provided at the time of invitation. Such notice may be made in writing, either digitally, or in print, and received by the Representatives at least three days prior to the meeting. Additionally, any special meeting and corresponding agenda must be posted for general membership access on the AVTA website. Special meetings of the Representative Council shall only be called for a specific purpose; no other business other than that for which the meeting is called may be transacted.

4. The President or designee shall distribute a calendar of Representative Council meetings to all Representatives at or before the first regular meeting. The Secretary shall provide all Representatives a copy of the minutes from the previous meeting no fewer than three days before any regular or special meeting of the Representative Council.
5. A quorum for all regular meetings of the Representative Council shall consist of those members of the Representative Council attending the meeting. A quorum for all special meetings of the Representative Council shall consist of at least fifty (50) percent of the elected members.
6. Unless otherwise stated in the Constitution or these Bylaws, a successful (passed) motion of the Representative Council shall be considered an affirmative vote of fifty percent of the quorum.

ARTICLE 7 – Representatives

1. Site Representatives and Site Captains shall:
 - 1.1. Receive a stipend upon the proper maintenance of their duties.
 - 1.2. Conduct constant and ongoing liaison between the Representative Council and the Active Members of the site.
 - 1.3. Represent the view and input of the Active Membership of the building in votes taken at the Representative Council.
 - 1.4. Attend regular and special meetings of the Representative Council. Upon vote of the rest of the Representative Council at a regular meeting, stipends may be withheld from Representatives who miss three or more regular or special meetings of the Representative Council.
 - 1.5. Coordinate with Site Captain regarding day-to-day and special projects.
 - 1.6. Represent Association Members during parent or administrative conferences.
 - 1.7. Represent Association Members during site grievance procedures.
 - 1.8. Retain a current copy of the contract including any TA's, MOU's, or changes to the contractual language of any kind that have been passed by the Rep Council within the current year.
 - 1.9. Become familiarized with the current contract.
 - 1.10. Become familiar with membership, election and grievance procedures.
 - 1.11. Attend any training deemed necessary held by AVTA, CTA or NEA.
 - 1.12. In addition to the duties of a Site Representative, the Site Captain shall:
 - 1.12.1. Schedule and relay Association information at faculty meetings.
 - 1.12.2. Keep the site membership inform regarding actions of the Association, including the Representative Council, Executive Board, Negotiations, Grievance, and Political Action, as appropriate and necessary.

- 1.12.3. Assist Executive Board Members with their functions at the site level.
- 1.12.4. Coordinate and the efforts of the Site Representatives at his or her site.
- 1.12.5. Assist members with Level 1 grievances
- 1.12.6. The Site Captain is appointed by the President of the Association from the Representatives elected at each site and confirmed by vote of the Representative Council.
- 1.13. National Education Association Delegate will carry out the duties as described by the NEA, including attend the annual NEA delegate conference.
- 1.14. California Teachers' Association Representative will carry out the duties as described by the CTA, including attending State Representative Assembly meetings.

ARTICLE 8 – Officers

1. The President shall
 - 1.1. Appoint the chairperson and members of the Bargaining Team with the approval of the Executive Board and Representative Council by the beginning of each school year;
 - 1.2. Appoint all chairpersons and members of committees with the approval of the Executive Board and Representative Council by the beginning of each school year;
 - 1.3. Schedule all required meetings of the Association, the Executive Board, and the Representative Council.
2. Section 2 – The Vice President of Association Business shall
 - 2.1. Keep an accurate roster of the membership of the Association and of all committees in a secure, electronic format and provide appropriate data to elected officials and candidates for AVTA office. Such records may include, but are limited to:
 - 2.1.1. Name of member,
 - 2.1.2. Work site location and contact information,
 - 2.1.3. Personal-Home contact information,
 - 2.1.4. Membership type and status,
 - 2.1.5. Professional Qualifications,
 - 2.1.6. Association Qualifications and Training,
 - 2.1.7. History of Association Service;
 - 2.2. Supervise Elections including the selection of an Elections Chairperson and the Elections Committee. The Vice-President of Association Business shall collaborate with the Vice President

of Professional Issues to ensure that the Elections Chairperson and Committee members are properly trained and follow CTA guidelines;

- 2.3. Collaborate with the other members of the Executive Board;
 - 2.4. Collaborate with Site Captains in areas regarding the site implementation of the duties of the Vice-President of Association Business; and
 - 2.5. Deliver a brief oral report regarding areas of Association Business to the Representative Council during each regularly scheduled Representative Council meeting.
3. The Vice President of Communication shall
 - 3.1. Maintain official and historical records for the Association including meeting minutes, Collective Bargaining Agreements, Memos of Understanding, communication with outside organizations, communications with the CTA and NEA, all documents presented to either the Representative Council or the Executive Board, and other appropriate records;
 - 3.2. Deliver a brief oral report regarding areas of Association Communication to the Representative Council during each regularly scheduled meeting of the Representative Council.
 - 3.3. Maintain the Association official website and social media accounts, including posting records and data required by the Bylaws.
 - 3.4. Issue Press Releases, as required by the Executive Board and authorized by the President.
 - 3.5. Collaborate with the President to Represent the Association to outside organizations such as the press, community organizations, political organizations, professional organizations, etc.;
 - 3.6. Produce a biannual newsletter to unit members that may be distributed in print or electronically.
 - 3.7. Establish and maintain protocols for communicating with unit members including, but not limited to, the use of District or personal email, telephone calls, district owned employee boxes, and the use of U.S. Mail;
 - 3.8. Carry on the correspondence pertaining to the affairs of the Association as directed by the President; and
 - 3.9. Email an agenda to Representatives a minimum of three calendar days before a Representative Council Meeting and to Officers a minimum of three calendar days before an Executive Board meeting.
 4. The Vice-President of Professional and Association Issues shall:
 - 4.1. Deliver a brief oral report regarding areas of Professional and Association issues to the Representative Council during each regularly scheduled Representative Council meeting;
 - 4.2. Develop a plan for Professional and Association Development annually to be presented to the Representative Council for approval;

- 4.3. Conduct or arrange annual training for Site Representatives including training on Weingarten Rights, Grievance Processing, and unionism.
 - 4.4. Facilitate the execution of the Plan for Professional and Association Development;
 - 4.5. Coordinate with the other members of the Executive Board in the maintenance of a budget to implement the Plan for Professional and Association Development;
 - 4.6. Coordinate attendance of conferences by members, including establishing criteria for attendance of conferences, and the amount of conference costs that the Association will pay for within the Representative Council approved budget and Plan for Professional and Association Development; and
 - 4.7. Facilitate Association sponsored professional development and Association training in accordance with the Plan for Professional and Association Development.
5. The Treasurer Shall:
- 5.1. Collaborate with the Executive Board to prepare the Association annual budget prior to the first Representative Council of the school year.
 - 5.2. Ensure that policies and procedures from the *CTA Accounting & Reporting Handbook for Treasurers* (current edition) are followed.

ARTICLE 9 – EXECUTIVE BOARD

1. The Executive Board may propose changes to the local Standing Rules for the Association for the ratification of the Representative Council.
2. During times in which school is not in session for periods greater than one calendar month, the Executive Board may take limited action on behalf of the Representative Council. This will be known as the Executive Board's Summer Power.
 - 2.1. During this time of Summer Power, the Executive Board is prohibited from exercising certain powers of the Representative Council. The Executive Board is prohibited from:
 - 2.1.1. Taking actions related to contract negotiations without specific prior authorization from the Representative Council;
 - 2.1.2. Ratifying any appointments made by a member of the Executive Board. In the event that a replacement appointment must be made, the appointee may serve in an "interim" capacity until the next regularly scheduled meeting of the Representative Council at which time the Representative Council may approve or reject such appointment;
 - 2.1.3. Changing or amending the Association Standing Rules or making recommendations on behalf of the Representative Council for a general membership vote;
 - 2.1.4. Taking actions not specifically permitted by the Bylaws and Standing Rules related to contract negotiations without specific prior authorization from the Representative Council;

2.1.5. Ratifying a change to these Standing Rules.

2.1.6. Actions taken by the Executive Board under this Summer Powers must be reported to the Representative Council in a written report at the first regularly scheduled meeting of the Representative Council of the new school year.

ARTICLE 10 – MEETINGS OF THE GENERAL MEMBERSHIP

1. Meetings of the Association may be called by the President, the Executive Board, a majority vote of the Representative Council, or by written petition of twenty percent (20%) of the membership.
2. Notices of the Association meetings, including date, place, time and purpose of the meetings shall be made available to all members of the Association at least two (2) days prior to the meeting.
3. A quorum for General Membership meetings of the Association, at which binding votes are taken, shall be twenty percent (20%) of the Active Membership.
4. With the majority vote of the Representative Council, General Membership Meetings where no binding vote is to be taken, may be broken up into multiple meetings at different locations so long as all members are given notice of where and when said meetings are to be held, the agenda is identical at each location, and members may attend any or all of the meetings.
5. General Meetings must be held for the following purposes:
 - 5.1. Before Contract Ratification Votes
 - 5.2. Preceding Executive Board Elections, all candidates for all open Executive Board positions are to be given equal opportunity, time, and resources to campaign.

ARTICLE 11 – Bargaining Team

- 1.

ARTICLE 12 – Grievance Processing

1. Representation for Unit Members
 - 1.1. Site Representatives may assist unit members in filing a grievance.
 - 1.2. A copy of all grievances are to be kept by the local Site Captain and the AVTA Grievance Chair
 - 1.3. Grievances shall be numbered in such a way as to indicate the school year, site, and individual grievance number, for example: 14-15-LnHS-001
 - 1.4. A reasonable attempt to consult the Grievance Chair must be made by the Site Captain or the unit member filing the grievance before a Level II grievance can be filed.
 - 1.5. The Representative Council must approve the filing of a Level III grievance - arbitration.

- 1.5.1. The grievant shall be given the opportunity to address the Representative Council before it makes a decision.
 - 1.5.2. The Grievance Chair or President will inform the Representative Council of only the minimum facts necessary to decide to proceed with a Level III grievance. Whenever possible, the privacy of the grievant will be respected. The Representative Council may decline to approve a Level III grievance without additional information at which point the Grievant must decide to either disclose the details or authorize the details to be disclosed.
2. Annual grievance training for Site Representatives will be coordinated by the Grievance Chair and the Vice President for Professional and Association Issues.
 3. The Executive Board shall regularly discuss any open grievances and evaluate the policies and procedures on an on-going basis.

ARTICLE 13 – Nominations and Elections

1. All elections must be held by secret ballot and conform the current CTA election Guidelines, which the Vice President for Association Business must provide to any member upon request.
2. All members must have the opportunity to vote and equal access to voting.

ARTICLE 14 – Committees

1. The Association has Standing Committees and may have Special Committees to accomplish Association business.
 - 1.1. Committees derive their authority from the Representative Council. No Committee may take any action without the approval of the Representative Council.
 - 1.2. Committees report exclusively to the Representative Council.
 - 1.3. The Chair of Committees must be nominated by the President or appropriate Vice-President and be approved by the Representative Council.
 - 1.4. Members of Committees, except as noted elsewhere in the Bylaws, shall be agreed upon by both the nominating Executive Board Member and the Committee Chair. A current list of the Chairs and Members of all Committees must be posted on the Association Website.

Section 2 The Association shall have the following standing committees:

1. Bargaining Team (Negotiations)
 - 1.1. The Bargaining Team shall get its direction from the Representative Council. The Representative Council shall establish negotiation goals and priorities.

1.2. Including the Committee Chair, there shall be four members of the Negotiations Committee and members must be approved by the Representative Council. The four members of the Negotiations Committee must include:

1.2.1. No less than three active teachers

1.2.2. No less than one active non-teaching member (counselor, nurse, etc)

1.2.3. No less than three active members from Comprehensive sites

1.2.4. No less than two men

1.2.5. No less than two women

1.2.6. No less than two members of a protected minority as defined by California State law.

2. Elections

2.1. The Elections Committee will ensure that all members have an equal voice in the Association by ensuring that all elections are held in accordance with current CTA elections procedures. The Chair of the Elections Committee is appointed by the Vice President of Association Business and approved by the Representative Council.

3. Catastrophic Leave Bank

3.1. The Catastrophic Leave Bank Committee meets at the direction of the President of the Association for the purpose of administrating the Catastrophic Leave Bank. The Catastrophic Leave Bank Committee is authorized to review new memberships, set donation levels, and approve the use of the bank by a qualified member. In the case where the Catastrophic Leave Bank Committee feels that a unit member should not receive benefits of the Catastrophic Leave Bank, the Committee shall make such a recommendation to the Representative Council and the Representative Council shall vote to extend the benefit to a member or deny such benefit. No member who has maintained current contributions to the Catastrophic Leave Bank, as established by the Committee, may be denied benefit from the Catastrophic Leave Bank without Representative Council approval.

3.2. The President shall appoint, and the Representative Council Approve, three members of the Catastrophic Leave Bank.

4. Political Action Committee

4.1. The Political Action Committee (AVTA-PAC) is a non-partisan committee established for the following purposes:

4.1.1. To inform members of the positions of candidates for elected offices or state ballot initiatives that may affect the members' classroom, working conditions, rights and benefits.

4.1.2. To actively elect candidates for elected offices or approve state ballot initiatives that believe in public education, reduction in class size, better working conditions, better rights and benefits for our members, and improving the school environment for our students.

4.2. The AVTA-PAC shall work in a cooperative manner with, rather than in isolation from, other district employee groups to support all schools in the Antelope Valley / High Desert.

4.3. Officers

4.3.1. The composition of the AVTA-PAC shall be as follows:

4.3.1.1. AVTA-PAC Chairperson(s), Treasurer, and additional officers as deemed necessary by the PAC Chairperson.

4.3.1.1.1. The PAC Chairperson and Treasurer may each annually receive a stipend of \$500, from PAC funds, upon the approval of the Representative Council.

4.3.1.2. The Chairperson(s) and Treasurer will be appointed by the President of AVTA with the approval of the Executive Board and the Representative Council. The AVTA-PAC Chairperson will appoint the remaining officers.

4.3.1.3. The terms of office for will be for the full term of the President of AVTA, unless the President appoints a new PAC chair and both the Executive Board and Representative Council approves.

4.3.1.4. Officers may continue to serve as long as they keep the support of the Representative Council and wish to continue their PAC positions.

4.4. The Treasurer of the Political Action Committee shall ensure that policies and procedures from the *CTA Accounting & Reporting Handbook for Treasurers* (current edition) are followed.

4.4.1.1.

4.4.1.2. A voluntary \$2.00 monthly payroll deduction taken 10 times per year for a total of \$20 from participating AVTA members. These monies will remain in a separate bank account from the general membership fund.

4.4.1.3. Accounts may be spend for any purpose that is deemed to be consistent with the statement of purposes of the AVTA-PAC with the approval of the Representative Council and advice of the Executive Board. The following guidelines will be used for expenditures:

4.4.1.3.1. Funds may only be spend with prior approval of the Representative Council.

4.4.1.3.2. No funding or support in kind can be given to support or oppose any candidates for elected office or state initiatives unless they are endorsed by AVTA through action of the Representative Council.

4.4.1.3.3. The AVTA-PAC may endorse a candidate for local office such as School Board Trustee or a state initiative only after the following actions are taken:

4.4.1.3.3.1. Recommendations for endorsements are made by the AVTA-PAC, and approved by the Representative Council.

4.4.1.3.3.2. School board elections and other elections that have a direct impact on other employee groups, AVTA-PAC will make a reasonable effort to coordinate with other associations.

4.4.1.3.3.3. The AVTA PAC may actively support all endorsed candidates.

5. The Association may have Special Committees.

5.1. Special Committees must be proposed by the president and approved by the Representative Council.

5.2. Unless otherwise stated in in the Representative Council approval, Special Committees automatically dissolve no more than 13 months after they are approved.

ARTICLE 15 – Parliamentary Authority

1. A copy of *Robert's Rules of Order, Newly Revised*, latest edition shall be kept in the AVTA office and made available to all Officers and Representatives.

ARTICLE 16 – Standing Rules

1. The Executive Board will review the Standing Rules at least once per year and propose any changes, if necessary, to the Representative Council.

ARTICLE 17 – Amendments to the Bylaws

1. Any member in good standing can propose changes to the Bylaws. Proposals for change must follow these procedures:
 - 1.1. The member in good standing notifies the VP for communication in writing at least one week prior to a regularly scheduled meeting of the Representative Council of the proposed change and requests the change be added to the agenda for the Representative Council.
 - 1.2. The Representative Council may choose to approve the proposal as submitted, modify it, or reject it. If the Representative Council rejects the proposal, the process ends.
 - 1.3. If the Representative Council approves either an originally proposed change or a modified change, the General Membership will vote on the proposed change.
 - 1.4. If the General Membership approves the proposed change, the President or designee will submit the proposed change along with the entire ByLaws to the California Teachers' Association for approval.
 - 1.5. Ultimately, changes to the ByLaws must have the approval of the Representative Council, the General Membership, and the California Teachers' Association.

ARTICLE 18 – Procedures for Addressing Unit Member Complaints Against the Association or Officers

1. All unit members are entitled to have any grievances against the Association heard by either the Executive Board and/or the Representative Council. A unit member only needs to request that the Vice President of Association Business add him or her to the agenda for the next regularly scheduled meeting of either body. In case the unit is not satisfied with the response from the body, he or she may petition the Vice President of Association Business to add him or her to the agenda of the other body at the next scheduled meeting. In either case, the grievant must make said request in writing one week prior to the meeting at which he or she is requesting to be heard. If, after having petitioned both bodies without satisfactory resolution, he or she may schedule an appointment with the CTA field representative who may act as an advisor to the Association.

ARTICLE 19 – Stipends

1. Upon approval of the Representative Council, stipends may be paid at the following rates:
 - 1.1. President – \$12,000 annually
 - 1.2. Vice President of Association Business – \$6,000 annually
 - 1.3. Vice President of Communications – \$6,000 annually
 - 1.4. Vice President of Professional Issues – \$6,000 annually
 - 1.5. Treasurer - \$6,000 annually
 - 1.6. Comprehensive Site Captain – \$1500 annually
 - 1.7. Alternative Site Captains \$900 annually (R. Rex Parris, Desert Winds, Phoenix, Desert Pathways, Adult Education, District Office, SOAR, and Academies of the Antelope Valley)
 - 1.8. Site Representative – \$500 annually
 - 1.9. Grievance Committee Chair – \$2000 annually
 - 1.10. Bargaining Team Chair – \$3000 annually
 - 1.11. Bargaining Team Member - \$1,000 annually
 - 1.12. Elections Chair - \$1,000 annually
 - 1.13. Catastrophic Leave Bank Chair - \$500 annually
 - 1.14. Political Action Committee Stipends, if any, are paid from Political Action Committee funds.
2. Stipends may be paid in two payments: one at the end of the first half of the school year and the second payment at the end of the school year, except for the President who may be paid quarterly.

3. Stipends must be paid to all individuals who hold a position listed in Section 1 of this Article if stipends are paid to any individual who holds a position listed in Section 1 of this Article, unless the Executive Board agrees that said individual has not adequately fulfilled his or her duties as defined in these Standing Rules. In order to withhold payment of said stipend, the Executive Board must propose, and the Executive Board must pass a motion to withhold payment to an individual.
4. Individuals who fill an office or stipend eligible position for less than the eighty percent (80%) of the school year may receive a pro-rated stipend at the discretion of the Executive Board.
5. Other stipends may be paid as approved by the Representative Council on an individual basis.

ARTICLE 20 – Financial Procedures and Policies

1. BUSINESS EXPENSES AND CREDIT CARD POLICY

- 1.1. This document establishes a policy governing the reimbursement of business expenses (travel, meals and other expenses) incurred conducting AVTA business, as well policy for the appropriate utilization and accountability for the use of the AVTA corporate credit card. It is AVTA's policy to comply with the Internal Revenue Service regulations by requiring the accounting for ordinary, necessary and reasonable expenses on a timely basis in accordance with an "Accountable Plan".
- 1.2. An "Accountable Plan" is a system in which charged or reimbursed expenses are accounted for on a timely basis and includes the following requirements:
 - 1.2.1. A valid business connection.
 - 1.2.2. Substantiation in the form of a receipt and/or invoice.
 - 1.2.3. Substantiation must be submitted within (30) days of the charge.
- 1.3. Requests for reimbursement of business expenses and/or the accounting of charged expenses on the AVTA's corporate credit card must be submitted on the AVTA's 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 (30) days of incurring the expense. If required information is missing, the expense statement will be returned to the originator.
- 1.4. The AVTA's 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.
- 1.5. The following are common reimbursable expenses allowable under this policy:
 - 1.5.1. Lodging (statement required)
 - 1.5.2. Travel expenses including airfare, taxi, and mileage (at IRS standard mileage rate).

- 1.5.3. Reasonable meal costs necessitated by travel, including tips up to 18%
- 1.5.4. Business telephone calls
- 1.5.5. Car rental, parking, tolls
- 1.5.6. Internet Connection (President)
- 1.5.7. One checked luggage (under 50 pounds) for air travel
- 1.6. Expenses not reimbursable include:
 - 1.6.1. Personal expenses
 - 1.6.2. Airline club dues
 - 1.6.3. Traffic fines
 - 1.6.4. Tips in excess of 18% and tips in addition to pre-applied gratuity
 - 1.6.5. Refreshments
 - 1.6.6. Hotel room movies and snacks
 - 1.6.7. Luggage, briefcases, etc.
 - 1.6.8. Alcohol, unless reasonable in cost and consumed during business entertainment activities.
 - 1.6.9. Parties and gifts
 - 1.6.10. Reimbursement for business miles in excess of the cost of airfare to the same destination.
 - 1.6.11. First class airfare
- 1.7. 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.
- 1.8. Business travel will be reimbursed at the per mile rate established by the IRS rates or at actual costs, whichever is lower.
- 1.9. Advances for business travel may be authorized by the Executive Board utilizing a check requisition form.
- 1.10. Members are required to:
 - 1.10.1. Only use the advance for approved travel expenses
 - 1.10.2. Submit expense form within thirty (30) days of the event

- 1.10.3. Deduct the amount of the advance from the amount due or
- 1.10.4. Include check for the unused advance
- 1.11. Members who do not submit a member expense form are subject to:
 - 1.11.1. Being issued an IRS Form 1099 for the total amount of the advance
 - 1.11.2. Not eligible to receive further advances
- 1.12. Credit cards represent an extension of credit to the union and may only be issued with the approval of the President and Treasurer. Corporate Cards issued by AVTA are not to be used for personal expenses. This would include invoices that are bundled such as a high speed internet connection (business) and a TV cable bill (personal). The card may not be used to obtain cash advances or for expenses other than those incurred by the cardholder. Charges incurred on the corporate card should only be made by the person whose name is on the card.
- 1.13. The charging of personal transactions is not acceptable. Infractions of the conditions of this policy could result in cancellation of the card and withdrawal of credit card privileges.
- 1.14. Breaching of this policy may lead to action against the cardholder concerned. In all cases of misuse, AVTA reserves the right to recover any monies from the cardholder. AVTA may recover from reimbursable expenses, any unauthorized amount claimed.
- 1.15. Credit card expenditures must be reconciled and submitted within 30 days of the close of the month the charge was incurred. Those who do not submit the required monthly expenditure report may or may not be sent a written reminder. At the end of 60 days the card may be canceled if no report has been submitted. At the end of 90 days, the amount charged will be added to compensation (with the appropriate taxes withheld).
- 1.16. Cardholders are expected to exercise prudent business judgment regarding expenses covered by this policy. The business activity or connection must be necessary in the performance of the cardholder's duties or responsibilities, and there must be a clear business purpose for the expense.
- 1.17. Establish a monthly credit limit on the corporate card in accordance with the Budget.
- 1.18. Both the name of the local and the Officer should be displayed (embossed) on the corporate card.
- 1.19. The corporate card account should be under the local's EIN (Employer Identification number).
- 1.20. Cardholders are required to have on file with the affiliate either the IRS Form W-4 (for employees) or IRS Form W-9 (non-employees) in order for the affiliate to be able to report imputed income to the IRS for non-compliance with the Accountable Plan.
- 1.21. Cardholders not in compliance with this policy risk suspension of the card and potential employment and legal ramifications.

- 1.22. Lost or stolen cards must be reported immediately to the President or Treasurer. The support staff will then be directed to cancel the card.
- 1.23. Prior to departure or termination of duties, the cardholder must ensure his/her account is settled prior to departure. The card must be surrendered upon request by the President or Treasurer.

2. ON-LINE BANKING

- 2.1. If Antelope Valley Teachers Association business practices and policies allow for on-line banking, then strict written procedures must be considered to address the exposure from this policy. For instance, an inherent internal control weakness exists when funds may be disbursed by just one member. Therefore, your policy should state that only the Treasurer be allowed to transmit payments (which include transfer of funds between bank accounts).
- 2.2. Control procedures include:
- 2.3. The requirement of an electronic payment requisition form that is approved by the President or an agreed upon designee prior to completing the transaction and the limitation of online payments to Board approved vendors.
- 2.4. Approved vendors should be routine in nature such as utility companies (gas and electric, telephone, water, etc).
- 2.5. In addition, the Treasurer should update the books and records immediately after successfully completing the transaction(s).
- 2.6. Bank statements should be printed and reconciled on a monthly basis.

ARTICLE 21 – Ethics

1. CODE OF ETHICS

- 1.1. It is the fiduciary responsibility of the AVTA Executive Board to act in the best interest of the association. A conflict of interest arises when the personal or professional interest of a member conflicts or is at odds with the best interest of the association. AVTA Executive Board will govern by the following code of ethics which defines the standards by which the local does its business:
 - 1.1.1. Govern professionally, honestly and with integrity.
 - 1.1.2. Exercise appropriate fiduciary responsibilities.
 - 1.1.3. Adhere to the requirements from regulatory agencies.
 - 1.1.4. Institute a due process procedure.
 - 1.1.5. Respect confidentiality of information acquired.
 - 1.1.6. Provide members with information that is complete, appropriate and accurate.
 - 1.1.7. Report violations in accordance with adopted procedures.

1.1.8. Not be a part of any illegal activity or breach of fiduciary responsibility

1.1.9. To disclose any relationship (personal or business) with any other Executive Officer

2. CONFLICTS OF INTEREST

2.1. The following provisions are incorporated into the Standing Rules between the Association and the Executive Board of Directors and are included as conditions of employment of staff.

2.2. No member of the Executive Board or staff shall:

2.2.1. have any interest, financial or otherwise, directly or by family members in, or engage in, any business or financial transaction or professional activity, or incur any obligation of any nature which is in conflict with the proper discharge of his/her duties of the Association;

2.2.2. make any personal investments or serve as an officer of any enterprise which s/he knows, or could reasonably expected to know, may be affected by decisions in which the member/employee is involved; no member/employee shall make personal investments or serve in any position that may create substantial conflict between the duty to serve the interest of the Association and the member/employee's private interest;

2.2.3. engage in any transaction with any business entity or organization in which s/he has a direct or indirect interest;

2.2.4. directly or indirectly sell goods or services to the Association other than those services that have been approved by the Executive Board;

2.2.5. accept any position which will impair his/her independence of judgment in the exercise of his/her official duties;

2.2.6. disclose or otherwise use confidential information gained by reason of his/her Association position to further his/her personal interest;

2.2.7. receive directly or indirectly compensation or anything of value (including but not limited to gifts) from a firm, corporation, individual, or any other source which sells goods or services to the Association;

2.2.8. become a candidate for public office without the approval of the Executive Board;

2.2.9. take positions on political candidates or issues in any public forum that can reasonably be expected to be attributed to the members of the Association, or the Association itself, unless the position is entirely consistent with a position formally adopted by the Association;

2.2.10. not make an annual disclosure in writing concerning any possible conflict-of-interest;

2.3. Allegations shall be signed in writing by the individual(s) who is/are claiming the violations to this policy. It shall specifically set forth the claimed violation(s). The Board of Directors (not including anyone involved in the allegation) shall conduct an appropriate investigation and take remedial action.

3. WHISTLEBLOWER POLICY

3.1. Antelope Valley Teachers Association (AVTA) officials are obligated to comply with all relevant legal requirements in carrying out their responsibilities. A failure to meet this obligation – whether intentional or inadvertent – can have adverse consequences for the reputation and operation of AVTA. The purpose of this Whistleblower Policy (“WB Policy”) is to establish a procedure by means of which any such failures can be brought to the attention of AVTA, so that appropriate corrective action can be taken.

3.2. DEFINITIONS. As used in the WB Policy, the following terms have the meanings indicated:

- 3.2.1. The term “misconduct” means an action taken by an AVTA official in carrying out his or her AVTA responsibilities that is in violation of a legal requirement.
- 3.2.2. The term “AVTA official” means an AVTA Officer, a member of the Board of Directors, a member of an AVTA Committee, and any other person designated by governance to represent AVTA.
- 3.2.3. The term “person” means a member of AVTA, an employee of AVTA, a consultant or vendor who does or seeks to do business with AVTA, and any other representative of AVTA.
- 3.2.4. The term “WB Officer” means the person who is responsible for the implementation of the WB Policy.
- 3.2.5. The term “whistleblower” means a person who notifies the WB Officer of an action that he or she has reasonable cause to believe constitutes misconduct.

3.3. WB OFFICER

3.3.1. The AVTA Vice-President of Association Business shall serve as the WB Officer, and shall in that capacity be responsible for the implementation of the WB Policy. The WB Officer shall monitor the implementation of the WB Policy, and make periodic reports regarding its implementation to the AVTA Board of Directors. The WB Officer shall recommend to the AVTA Executive Board such modifications in the Policy as from time to time may be deemed appropriate.

3.4. NOTIFYING AVTA OF ALLEGED MISCONDUCT

3.4.1. Any person who has reasonable cause to believe that an AVTA official has engaged or is about to engage in misconduct, should notify the WB Officer in writing. That person (the whistleblower) shall identify himself or herself in the notice to the WB Officer, but the WB Officer shall, if requested to do so by the whistleblower, treat the notice as anonymous and shall not, except in response to a legal mandate, reveal the whistleblower’s name. If the WB Officer is unavailable, and the whistleblower believes that a delay in providing notification can have adverse consequences for AVTA, he or she may notify the AVTA Secretary-Treasurer, who shall as soon as possible thereafter turn the matter over to the WB Officer.

3.4.2. If, based upon the information provided by the whistleblower and other relevant information, the WB Officer has reasonable cause to believe that an AVTA official has

engaged or is about to engage in misconduct, the WB Officer shall conduct an expeditious investigation of the alleged misconduct, and shall submit to the AVTA Officers a written opinion setting forth its conclusions as to whether the AVTA official has engaged or is about to engage in misconduct, and, if so, what should be done to correct the situation.

3.4.3. After consulting with the AVTA Board of Directors, the WB Officer shall arrange for such action to be taken as he or she deems appropriate to correct the situation.

3.4.4. If the WB Officer concludes that any person has made an allegation of misconduct, or has participated in an investigation of alleged misconduct, in bad faith or without reasonable cause, the WB Officer, after consulting with the AVTA Board of Directors, shall arrange for appropriate disciplinary action to be taken against that person.

3.5. PROTECTION OF PERSONS WHO PROVIDE EVIDENCE OF ALLEGED MISCONDUCT

3.6. Except as otherwise provided in Section III(E) above, no person shall be subject to any form of direct or indirect retaliation by an AVTA official, an AVTA employee, or other AVTA representative because he or she (1) is a whistleblower, (2) has participated in an investigation of alleged misconduct, or (3) has in good faith in any other way been involved in the implementation of the WB Policy.

3.7. If any person believes that he or she has been subject to retaliation in violation of Section A above, that person shall report such retaliation to the WB Officer. The WB Officer shall investigate the matter, and if the WB Officer concludes that an AVTA official, AVTA employee, or other AVTA representative has engaged in retaliation, the WB Officer, after consulting with the AVTA Board of Directors, shall arrange for appropriate disciplinary action to be taken against said AVTA official, AVTA employee, or representative of AVTA.

3.8. MISCELLANEOUS

3.8.1. Nothing in the WB Policy shall be interpreted or applied to deprive any person of any right that he or she may have under the AVTA governing documents, a contract with AVTA, or a statute. To the extent that the WB Policy is inconsistent with any such right, the right in the AVTA governing document, contract with AVTA, or statute shall take precedence.

3.8.2. Any person who believes that an AVTA official has engaged or is about to engage in misconduct is encouraged to exhaust the WB Policy before attempting to deal with the matter in any other forum.

3.8.3. All information and documents involved in the implementation of the WB Policy shall be treated as confidential, and the WB Officer shall make such information and documents available to others only on an "as needed" basis. To the extent relevant, all privileges, including the attorney/client and attorney work product privileges, shall apply to information and documents involved in the implementation of the WB Policy.

3.8.4. If a question arises as to whether the WB Officer has engaged, may be engaged, or is about to engage in misconduct, the matter shall be dealt with by the AVTA President.

ARTICLE 22 - APPENDICES TO STANDING RULES

The following appendices are found at the end of the Governance Documents (ByLaws and Standing Rules).

1. FORM: EXECUTIVE BOARD CONFLICT OF INTEREST POLICY DECLARATION
2. FORM: ISSUANCE OF ASSOCIATION CREDIT CARD
3. FORM: OFFICER RELEASE TIME/PAYMENTS ACTIVITIES,
4. FORM: RECORD RETENTION PERIODS

APPENDICES TO BYLAWS AND STANDING RULES

The Code of Ethics of the Education Profession

PREAMBLE

The National Education Association believes that the education profession consists of one education workforce serving the needs of all students and that the term 'educator' includes education support professionals.

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.

PRINCIPLE I: COMMITMENT TO THE STUDENT

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly—
 - 6.1. Exclude any student from participation in any program
 - 6.2. Deny benefits to any student
 - 6.3. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage.

8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II: COMMITMENT TO THE PROFESSION

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a noneducator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

Adopted by the NEA 1975 Representative Assembly

FORM: EXECUTIVE BOARD CONFLICT OF INTEREST POLICY DECLARATION

I confirm that I have read and that I am familiar with the Antelope Valley Teachers Association's Conflict of Interest Policy located within the Standing Rules. I am aware that it is my responsibility to disclose to the Executive Board in writing, a full description of any current or contemplated activity, interest or relationship on my part or any immediate family member which might create or appear to create a conflict of interest under the terms and provisions of said policy. I understand that it is my responsibility to notify the Executive Board throughout the year prior to my engaging in such activity, interest or relationship.

I understand that if I have any doubts concerning the applicability of the policy to any activity, disclosure of the activity is required.

To the best of my knowledge, neither I nor any member of my immediate family are now engaged in any activity, interest or relationship which would create or appear to create a conflict of interest under the terms and provisions of said policy, except the following: (Please describe in detail any facts giving rise to any actual or apparent conflicts of interest. Attach additional sheets, if necessary. If none, insert the word "none.")

Name

Position or Title (i.e. Officer, staff, etc.)

Signature

Date

Comments: _____

FORM: ISSUANCE OF ASSOCIATION CREDIT CARD

_____, 20__

To: _____

From: _____, President, Antelope Valley Teachers Association (AVTA)

_____, Treasurer, AVTA

Subject: Antelope Valley Teachers Association Corporate Credit Card

Enclosed, please find the AVTA Corporate Credit Card issued in your name. Please sign your name, date and return this form. Your signature will serve as an acknowledgement that you are in receipt of the AVTA Corporate Credit Card, that you agree to adhere with Business Expenses and Credit Card Policy and that the AVTA Corporate Credit Card is to be used only by yourself for AVTA related business purposes. If you have any questions in regard to the AVTA Corporate Card, please contact Marion Barry, Treasurer.

Please note that only your expenses should be charged on the AVTA Corporate Credit Card. The monthly credit limit is \$_____. All credit card charges are required to be included on the AVTA Business Expense Report along with the appropriate supporting documentation and submitted within thirty (30) days of the incurred expenses.

RECEIVED AVTA CORPORATE CARD:

_____ Signature Credit Card Number

_____ Date Credit Card Expiration Date

FORM: Officer Release Time/Payments Activities, Fiscal Year, 9/1/20____ to 8/31/20____

NAME: _____ **POSITION:** _____

Estimate percentage of time spent on each activity during the fiscal year, September 1 through August 31. If the percentage is less than 1%, put "0". If there are activities on which you spend more than 1% of your time that are not listed, list these at the bottom.

1. Time

Activities Relating To:

Percentage:

- _____ 1. Contract enforcement matters (grievances and arbitrations) or consultation with individual teachers regarding teacher workplace problems (includes training others to perform tasks in these areas);
- _____ 2. Negotiation and ratification of the collective agreement;
- _____ 3. Orienting unit members to the union and the collective agreement;
- _____ 4. Work on local newsletter, flyers or other publications for purpose of representational obligations;
- _____ 5. Attending School Board meetings;
- _____ 6. Litigation relating to collective bargaining;
- _____ 7. Work on insurance and other benefits coverage that applies to both members and fee payers;
- _____ 8. Meetings of the local executive board and representative council;
- _____ 9. Attending meetings of CTA or NEA governance bodies;
- _____ 10. Attending conferences relating primarily to representational obligations (all CTA conferences except the Political Institute);
- _____ 11. Membership promotion and recruitment;
- _____ 12. Administrative tasks: records processing and filing; local elections; etc.;
- _____ 13. Legislative, government agency or proposition/initiative activities;
- _____ 14. Partisan political campaigns;
- _____ 15. Solicitation of money for NEA Fund or CTA/ABC/PAC or any local PAC;
- _____ 16. Processing scholarship applications for CTA scholarships;
- _____ 17. Members-only benefits, e.g., financial retirement workshops, legal services, etc.;
- _____ 18. _____
- _____ 19. _____

100% **Total**

Signature: _____

FORM: Support Employee Activities, Fiscal Year, 9/1/20__ to 8/31/20__

NAME: _____ POSITION: _____

Estimate percentage of paid employment time spent on each activity during the fiscal year, September 1 through August 31. If the percentage is less than 1%, put "0". If there are activities on which you spend more than 1% of your time that are not listed, list these at the bottom.

1. Time
Percentage: Activities Relating To:

- _____ 1. Supporting contract enforcement (grievances, arbitrations), or consultation with individual teachers regarding teacher workplace problems;
- _____ 2. Supporting negotiation and ratification of the collective agreement, including organizing, strike preparation, etc.;
- _____ 3. Answering unit member questions about the union and the collective agreement;
- _____ 4. Supporting local communications: preparing or delivering local newsletter, flyers or other publications for purpose of representational obligations;
- _____ 5. Supporting local representatives' attendance at school board meetings: preparing for, attending, recording, and/or reporting on school board meetings;
- _____ 6. Supporting local unfair practice charges or other litigation relating to collective bargaining;
- _____ 7. Work on unit member insurance and other benefits coverage that applies to both members and fee payers;
- _____ 8. Maintaining records pertaining to membership, paying of agency fees and religious objector payments;
- _____ 9. Supporting meetings of local executive board and/or representative council;
- _____ 10. Supporting meetings of local committees;
- _____ 11. Supporting local representatives' attendance at conferences relating primarily to representational obligations (all CTA conferences except the Political Institute);
- _____ 12. Membership promotion and recruitment (not member/fee payer records processing);
- _____ 13. Administrative tasks: records processing and filing; local elections; etc.;
- _____ 14. Supporting local legislative, government agency or proposition/initiative activities;
- _____ 15. Supporting partisan political campaigns;
- _____ 16. Soliciting/processing money for NEA Fund or CTA/ABC/PAC or any local PAC;
- _____ 17. Processing scholarship applications for local or CTA scholarships;
- _____ 18. Supporting members-only benefits, e.g., financial retirement workshops, legal services, etc.;
- _____ 19. _____

100%

Total

Signature: _____

FORM: AVTA Stipend Accountability Report

Stipend Position (s):

Name:

 Phone #:

Address:

 SS#:

City, Zip:

 Site:

					E-Board Mtg for E-Board use only		
1 st Semester	August	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO
		Board Meeting	YES	NO	Other		
	September	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO
		Board Meeting	YES	NO	Other		
	October	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO
Board Meeting		YES	NO	Other			
November	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO	
	Board Meeting	YES	NO	Other			
December	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO	
	Board Meeting	YES	NO	Other			
2 nd Semester	January	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO
		Board Meeting	YES	NO	Other		
	February	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO
		Board Meeting	YES	NO	Other		
	March	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO
Board Meeting		YES	NO	Other			
April	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO	
	Board Meeting	YES	NO	Other			
May	Rep Council Meeting	YES	NO	E-Board Mtg	YES	NO	
	Board Meeting	YES	NO	Other			

If more than 2 meetings per semester have been missed, you must include an explanation of the other duties performed:

Representative's Signature: _____ Date: _____

Site Captain's Signature: _____

Treasurer's Signature: _____ Check #: _____

FORM: Record Retention Periods

Record	Retention Period
Accident reports and claims	7 years
Accounts payable ledgers and schedules	7 years
Accounts receivable ledgers and schedules	7 years
Audit reports (external)	Permanently
Audit reports (internal)	7 years
Bank reconciliations	7 years
Cash receipts	7 years
Chart of Accounts	7 years
Checks (cancelled, except as noted below)	7 years
Checks (cancelled - for important payments, such as taxes, purchase, property, special contracts, etc. Checks should be filed with the papers pertaining to the underlying transaction).	Permanently
Contracts and leases (expired)	7 years
Correspondence (routine) with customers or vendors	1 year
Correspondence (general)	3 years
Correspondence (legal and important matters)	Permanently
Deeds, mortgages and bills of sale	Permanently
Depreciation schedules	7 years (Permanently for Real Property)
Duplicate deposit slips	1 years
Employee personnel records (after termination)	Permanently
Employment applications	3 years
Employment tax records (withheld income taxes, FICA, unemployment, etc.)	7 years
Expense analysis and expense distribution schedules	7 years
Financial statements (end of year)	Permanently
General ledgers and end of year trial balance	Permanently
Insurance policies (expired)	3 years
Insurance records, current accident reports, claims, policies, etc.	Permanently
Internal reports (miscellaneous)	3 years
Invoices to customers	7 years
Invoices from vendors	7 years
Meeting Minutes (directors, including by-laws and charter)	Permanently
Notes receivable ledgers and schedules	7 years
Payroll records and summaries, including payments to pensioners	7 years
Petty cash vouchers	7 years
Property appraisals by outside appraisers	Permanently
Property records – including costs, depreciation reserves, end of year trial balances, depreciation schedules, blueprints, and plans	Permanently
Purchase orders	7 years
Subsidiary ledgers	7 years

Tax returns and worksheets, revenue agents' reports and other documents relating to determination of income tax liability	Permanently
Time sheets and activity reports	7 years
Voucher register and schedules	7 years
Vouchers for payments to vendors, employees, etc. (includes allowances and reimbursement of employees, officers, etc. for travel expenses)	7 years