

BYLAWS
SADDLEBACK VALLEY EDUCATORS ASSOCIATION / CTA / NEA

I. NAME AND LOCATION

The official name of this Association shall be the SADDLEBACK VALLEY EDUCATORS Association/CTA/NEA in ORANGE County. *(CTA Bylaws, Article I, section 1)*

II. PURPOSES

The primary purposes of this Association shall be:

- A. To represent its members in their relations with their employer, and to seek to be the exclusive representative of appropriate units of school employees in all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment;
- B. To form a representative body capable of developing group opinion on professional matters to speak with authority for members;
- C. To provide an opportunity for continuous study and action on problems of the profession to advocate and take action on all matters pertaining to public education;
- D. To promote cooperation and communication between education support professionals and certificated educators;
- E. To provide a means of representation for its ethnic-minority members;
- F. To promote professional attitudes and ethical conduct among members;
- G. To encourage cooperation and communication between the profession and the community; and
- H. To foster good fellowship among members. *(Clauses A-H: CTA Bylaws, Article I, section 2)*

III. AFFILIATION WITH CTA/NEA

- A. The SADDLEBACK VALLEY EDUCATORS Association shall be a chartered chapter of the California Teachers Association (CTA).
- B. The SADDLEBACK VALLEY EDUCATORS Association shall be an affiliate local association of the National Education Association (NEA). *(CTA Standing Rule 4-1, section 1-J-3)*

IV. MEMBERSHIP

- A. The primary category of membership shall be Active members.
- B. Active membership shall be open to any person engaged in, or who is on a limited leave of absence from, non-administrative, non-supervisory, public education employment and is an employee of SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT. *(CTA Bylaws, Article III, section 3)*

- C. Membership shall be granted upon initiation of payroll deduction or upon payment of annual Association/CTA/NEA dues. *(CTA Bylaws, Article III, section 2)*
- D. The right to vote and to hold elective office or appointive position within the Association shall be limited to Active members. *(CTA Bylaws, Article III, section 5)*
- E. Members shall receive special services, obtain assistance in the protection of professional and civil rights, and receive reports and publications of the Association. *(CTA Bylaws, Article III, section 5)*
- F. Active members shall adhere to The Code of Ethics of the Education Profession. *(CTA Bylaws, Article III section 6)*
- G. Members shall enjoy the same rights and privileges, regardless of age, gender identity, race, ethnicity, national origin and sexual orientation. *(CTA Bylaws, Article III, section 5)*
- H. Any and all disciplinary matters shall include due process. Due process includes the right to select representation, to present evidence on their behalf, to confront and cross-examine their accuser and any other witnesses against them, and to examine and refute all evidence considered by the hearing panel, whether or not such evidence is presented at a hearing. All members have the right to appeal the decision of the hearing panel to the governing body. *(CTA Bylaws, Article III, section 5 & 7)*
- I. The membership year shall be that period of time from August 1 of any given calendar year through July 31 of the following calendar year, inclusive. *(CTA Standing Rule 5-3)*

V. DUES AND ASSESSMENTS

- A. The basic annual dues level for Active members shall be sufficient to cover the operation expenses of the Association, the dues of CTA, and the dues of NEA. *(CTA Standing Rule 5-2)*
- B. The Association's portion of the basic annual dues, shall be established by action of the Representative Council at the last regular meeting of the school year. *(CTA Standing Rule 5-2)*
- C. Membership shall be continuous after initial enrollment until delinquent or until a change in professional status makes 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. *(CTA Bylaws, Article III, section 7)*

VI. POLICY-MAKING BODY

- A. The policy-making body of the Association shall be a Representative Council, which is comprised of the Active members of the Association through whom power is derived and decision-making is accountable. *(CTA Bylaws, Article V, section 1)*
- B. The Representative Council shall be composed of the following Active members:
 - 1. Voting members of the Executive Board;
 - 2. Representatives elected on the basis of one-person one-vote;

3. Active members of a chapter shall have the right to attend and observe official meetings of the Representative Council. Business shall be conducted by duly-elected Representatives or Seated Alternates. *(CTA Bylaws, Article X, Section 4)*

4. State Council Representatives;

(a) Single Chapter Representative(s) – voting members

(b) Multiple Chapter Representative(s) – ex-officio, non-voting member unless otherwise elected to the Representative Council *(CTA Bylaws, Article V, sections 2-4)*

C. The Representative Council shall:

1. Establish Association policies and objectives;

2. Adopt the annual budget of the Association on or before the first meeting of the school year;

3. Approve the establishment or discontinuance of ad hoc committees and/or task forces including the membership of those bodies as recommended by the Executive Board; and

4. Establish the dues of the Association. *(Clauses 1-4: CTA Bylaws, Article V, section 1)*

D. The Representative Council shall schedule meetings monthly during the school year. The place and time of meetings shall be decided by the Executive Board. *(CTA Bylaws, Article V, section 7)*

E. Special meetings of the Representative Council may be called by the President, the Executive Board, or by the petition of twenty percent (20%) of the Active membership. *(CTA Bylaws, Article V, section 7)*

F. Special meetings of the Representative Council shall only be called for a specific purpose and only that business shall be considered. *(CTA Bylaws, Article V, section 7)*

G. Notices and agendas for each meeting of the Representative Council shall be provided to all members of the Representative Council no less than two (2) days prior to the date of the meeting. *(CTA Bylaws, Article V, section 7)*

H. For emergency meetings of the Representative Council during crisis situations, the Executive Board shall adopt procedures to notify representatives of meeting dates, places, and times. *(CTA Bylaws, Article V, section 7)*

I. Representative Council meetings that are conducted electronically may be held if members may interact in the meeting. Members at all sites shall be able to be seen and heard by the entire Representative Council, allowing complete participation. A roll call attendance and subsequent votes shall be conducted by the secretary. *(CTA Bylaws, Article V, section 8)*

J. A quorum for all meetings of the Representative Council shall consist of a majority of all elected members of the Representative Council. *(CTA Bylaws, Article V, sections 8 & 9)*

VII. REPRESENTATIVES

A. 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. *(CTA Bylaws, Article V, section 4a)*

B. Representatives shall serve a term of 1 year(s). *(CTA Bylaws, Article V, section 4b)*

C. Each faculty, site or site unit shall be entitled to at least one representative and shall have one representative for each 25 Active members on the staff, or major fraction thereof. *(CTA Bylaws, Article V, section 4a)*

D. 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. *(CTA Bylaws, Article V, section 2a(3))*

E. Vacancies: Vacancies in the office of Representative for whatever cause shall be filled by properly elected replacements. *(CTA Bylaws, Article V, section 5)*

F. Representatives shall:

1. Conduct constant and ongoing liaison between the Representative Council and the Active members of the faculty/site unit; *(CTA Bylaws, Article X, section 2)*
2. Serve as the official channel through which written communications and publications can be easily and quickly transmitted between the Association and the members; *(CTA Bylaws, Article X, section 2)*
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 *(CTA Bylaws, Article X, section 2)*
4. Perform such additional duties as prescribed by the Executive Board.

G. A Representative shall not conduct an election in which they are a candidate. *(CTA Elections Manual, The Requirements for Chapter Election Procedures, pg. 1)*

VIII. OFFICERS

A. The officers of the Association shall be President, Vice President, Secretary, and Treasurer. *(CTA Bylaws, Article VII, section 1)*

B. These officers shall be and remain currently paid-up local, state, and national (Active) members as a condition for nomination to and service in their respective positions during their terms in office. *(CTA Standing Rule 4-1, Section 1-J-4)*

C. These officers shall be elected by and from the Active membership of the Association. Such election shall be by open nominations and secret ballot. *(CTA Bylaws, Article VII, section 3)*

D. Officers shall be elected for a term of 2 year(s), commencing on JUNE 26 of any calendar year. *(CTA Bylaws, Article VII, section 3)*

E. A vacancy shall exist in the case of death, resignation, or inability to serve in any of the offices of the Association. If there is a vacancy occurring in the office of the President, the Vice-President shall assume the office. In the event a vacancy occurs in the other offices, a special election shall be held to elect successors to fill the unexpired terms. *(CTA Bylaws, Article VII, section 6)*

F. The President shall be the chief executive officer of the Association and its policy advocate.

The President shall, subject to other provisions of these Bylaws:

1. Preside at all meetings of the Association, the Representative Council and Executive Board; *(CTA Bylaws, Article VII, section 7a and 7c)*
2. Prepare the agenda for the meetings of the Association, the Representative Council and the Executive Board; *(CTA Bylaws, Article VII, section 7d)*
3. Be the official spokesperson for the Association; *(CTA Bylaws, Article VII, section 7g)*
4. Adhere to the governance documents of the Association, CTA, and NEA; *(CTA Standing Rule 4-1, section 1-J)*
5. Appoint all chairpersons and members of all committees by the beginning of each school year; *(CTA Bylaws, Article VI, section 9-J)*
6. Appoint the chairperson and members of the Bargaining Team by the beginning of each school year;
7. Call meetings of the Association, Representative Council and the Executive Board; *(CTA Bylaws, Article VII, section 7b)*
8. Propose the procedures for grievance processing for ratification by the Executive Board and the Representative Council; *(CTA Policies, Grievance Processing)*
9. Suggest policies, plans and activities for the Association and be held responsible for the progress and work of the Association; *(CTA Bylaws, Article VII, section 7d)*
10. Attend meetings of the Service Center Council of which the Association is a part; *(CTA Bylaws, Article VII, section 7g)*
11. Attend other CTA/NEA meetings as directed by the Representative Council; and *(CTA Bylaws, Article VII, section 7g)*
12. Order the payment of funds as necessary. *(as outlined in the CTA Treasurer's Handbook)* *(CTA Bylaws, Article VII, section 7)*

G. The Vice-President shall:

1. Serve as assistant to the President in all duties of the President;
2. Assume the duties of the President in the absence of the President;
3. Be responsible for the formation and distribution of the Association's calendar of activities; and
4. Serve as coordinator of committee activities at the direction of the President. *(Clauses 1-4: CTA Bylaws, Article VII, section 8)*

H. The Secretary shall:

1. Maintain a careful and accurate record of the proceedings of each meeting, regular or special, of the Association, Representative Council, and the Executive Board;
2. Be responsible for the distribution of minutes, notice of meetings, and agendas for all meetings to members of the Representative Council and Executive Board; and to the membership when appropriate;
3. Maintain an accurate roster of the membership of the Association and of all committees; and

4. Carry on the correspondence pertaining to the affairs of the Association as directed by the President. *(Clauses 1-4: CTA Bylaws, Article VII, section 9)*

I. The Treasurer shall:

1. Receive all funds belonging to the Association and be responsible for their safekeeping and accounting;
2. Pay out such funds upon orders of the President; *(as outlined in the CTA Treasurer's Handbook)*
3. Provide a written financial report for each regular meeting of the Representative Council and Executive Board;
4. Be responsible for an annual audit of the books of the Association and distributing a summary of this audit to the membership; and
5. Be responsible for submitting membership and financial reports to CTA, NEA, and other agencies as required by law. *(Clauses 1-5: CTA Bylaws, Article VII, section 9)*

IX. EXECUTIVE BOARD:

A. The Executive Board shall be composed of the elected officers, (and may include 6 directors [Elementary, Intermediate, High School, SPED, Itinerant, and Student Services] from the Active membership, as long as this complies with the "one-person – one-vote" rule). *(CTA Bylaws, Article VI, section 2)*

1. *The directors shall be elected by and from the Active membership of the Association. Such election shall be by open nominations and secret ballot.*
2. *Directors shall be elected for a term of (2) year(s), commencing on (June 26) of any calendar year.*
3. *A vacancy shall exist in the case of death, resignation, or inability to serve in any of the offices of director. In the event a vacancy occurs, a special election shall be held to elect successors to fill the unexpired terms.*

B. All members of the Executive Board shall be and remain currently paid-up local, state, and national (Active)members as a condition for nomination to and service in this position. *(CTA Bylaws, Article VI, section 2)*

C. 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. *(CTA Bylaws, Article VI, section 6)*

D. The duties and the responsibilities of the Executive Board are:

1. Exercise all the business and organizational powers and duties for the Association as prescribed by law and these bylaws;
2. Act for the Representative Council when school is not in session;
3. Coordinate the activities of the Association;

4. Adopt, amend and publicize the local Standing Rules for the Association;
5. Recommend a budget for the Association to the Representative Council;
6. Approve by majority vote the President's appointments and removal of committee members, including chairpersons;
7. Approve by majority vote the President's appointments and by two-thirds (2/3) vote removal of bargaining team members;
8. Direct the bargaining activities of the Association, subject to the policies established by the Representative Council; and
9. Adopt grievance procedure and direct the grievance activities of the Association. (*Clauses 1-9: CTA Bylaws, Article VI, section 9*)

E. A quorum for all meetings of the Executive Board shall consist of a majority of the elected members of that body. (*CTA Bylaws, Article VI, section 8*)

X. MEETINGS OF THE GENERAL MEMBERSHIP:

- A. Meetings of the Association may be called by the President, the Executive Board, or by written petition of twenty percent (20%) of the Active membership.
- B. Notices of the Association meetings including date, place, time, and purpose of the meeting shall be made available to all members of the Association at least two (2) days before the meeting except during crisis situations.
- C. For emergency meetings during crisis situations, the Executive Board shall adopt procedures to notify the Association membership of meeting dates, places and times.
- D. General General Membership meetings that are conducted electronically may be held if members may interact in the meeting. Members at all sites shall be able to be seen and heard by the entire membership, allowing complete participation. A roll call attendance and subsequent votes shall be conducted by the secretary.
- E. A quorum for meetings of the Association shall be 51% percent of the Active membership. (*CTA Bylaws, Article VIII, section 2*)

XI. BARGAINING TEAM

- A. The duties of the Bargaining Team are to represent and to bargain for all bargaining unit members.
- B. The President shall appoint all members, alternates, and the chairperson of the Bargaining Team with the concurrence of the Executive Board.
- C. Vacancies created by resignation or inability to serve shall be filled by the Executive Board from the list of alternates.
- D. The Executive Board, by two-thirds (2/3) vote, may remove a member of the Bargaining Team.
- E. Responsibility and authority for directing the bargaining process on behalf of the Association are vested in the Executive Board.

- F. All bargaining unit members shall be surveyed to determine contents of the proposed contract demands. The contract proposal shall be approved by the Representative Council.
- G. The Bargaining Team shall report its activities to the Executive Board as the Board requires.
- H. The Executive Board shall provide for the dissemination of information regarding bargaining and the activities of the Bargaining Team to the general membership.
- I. The Bargaining Team is empowered to reach tentative agreements with the district. Such agreements shall be considered tentative and not binding upon the Association until such agreements have been ratified by the membership in the appropriate unit(s) unless such ratification has been specifically waived or otherwise delegated by that active membership.

XII. GRIEVANCE PROCESSING

- A. The Executive Board shall adopt, with the approval of the Representative Council, the procedures for grievance processing. (*CTA Policies, Grievance Processing*)
- B. These procedures shall include, but not be limited to, the following:
 - 1. Provide for representation to assist all members of the bargaining unit(s) in processing grievances;
 - 2. Training for handling grievances; and
 - 3. Evaluation of the Association's grievance policies and procedures.

XIII. NOMINATIONS AND ELECTIONS

The Chapter 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*. (*CTA Bylaws, Article VI, section 3; CTA Standing Rule 8-12*) The chapter president must provide all Active members an opportunity to vote. Chapter presidents do not have the option of deciding that such elections shall not be held.

- A. The Elections Committee and Chairperson shall be appointed by the President and approved by the Executive Board to which it is responsible at the beginning of each school year. The duties of the Elections Committee shall be to:
 - 1. Ensure that all Association/CTA/NEA election codes and timelines are followed;
 - 2. Establish, develop and carry out election timelines and procedures;
 - 3. Prepare ballots for election of officers and such other elections as may be necessary;
 - 4. Count the ballots and certify the results; and
 - 5. Handle initial challenges.
- B. Elections shall be conducted with:
 - 1. Open nomination procedure;
 - 2. Secret ballot;
 - 3. All Active member vote;
 - 4. Record of voters receiving or casting ballots; and

5. Majority vote, unless otherwise specified.

C. State Council Representative elections shall be conducted in accordance with CTA rules after the chapter or Service Center Council has been notified to do so by the CTA Elections and Credentials Committee.

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

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

XIV. COMMITTEES

A. Committees, except as otherwise provided in these bylaws, may be established and discontinued by the Executive Board, subject to approval by the Representative Council. (*CTA Bylaws, Article VIII; CTA Standing Rule 7-1*)

B. Each committee shall submit periodic reports to the Executive Board and Representative Council.

C. The Executive Board shall direct the activities of all committees, subject to the policies established by Representative Council.

XV. PARLIAMENTARY AUTHORITY

On all matters of procedure not otherwise covered by the provisions of these Bylaws, *Robert's Rules of Order*, latest revised edition, shall be followed at all meetings of the Association, the Representative Council, and the Executive Board. (*CTA Bylaws, Article XV*)

XVI. AMENDMENTS

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

Standing Rules - SADDLEBACK VALLEY EDUCATORS ASSOCIATION

03.2025 (Approved)

ARTICLE I: OFFICERS, EXECUTIVE BOARD AND THEIR DUTIES

Section 1: Elected Positions

The elected officers of the Association shall be: President, Vice President, Secretary, Treasurer.
The Executive Board members shall be: Elementary Director, High School Director, Intermediate Director, Student Services Director, Special Education Director, Itinerant Director.

Section 2: Duties of Elected Positions

A. President

1. Serves as the chief executive officer and official representative of the Association.
2. Presides over all meetings of the Association and Executive Board.
3. Appoints committee chairs and members, subject to Executive Board approval.
4. Serves as an ex-officio member of all committees except the Elections Committee.
5. Represents the Association in district and community events.
6. Attends regular site visits and conducts information gathering sessions.
7. Works in conjunction with CTA and NEA to advance educational policy and advocacy.
8. Ensures adherence to Association Bylaws and Standing Rules.
9. Stipend is \$10,252.00/year (subject to change).

B. Vice President

1. Assists the President in all duties and assumes the President's role in their absence.
2. Oversees and coordinates the work of committees as assigned.
3. Assists in membership recruitment and engagement.
4. Coordinates communication between the Executive Board and membership.
5. Serves as Organizing Chair.
6. Stipend is \$2,563.00/year (subject to change).

C. Secretary

1. Records and maintains minutes of all meetings of the Association and Executive Board.
2. Ensures that records of official documents and correspondence are maintained.
3. Distributes meeting minutes and official communications as needed.
4. Maintains an updated membership roster.
5. Stipend is \$3,845.00/year (subject to change).

D. Treasurer

1. Manages the Association's finances, including maintaining accurate financial records.
2. Prepares and presents financial reports to the Executive Board and membership.
3. Oversees the collection and disbursement of Association funds.
4. Prepares and submits necessary financial filings, including tax documents, reviews, and audits every 3 years..
5. Chairs the Budget and Finance Committee.
6. Stipend is \$4357.00/year (subject to change).

E. Elementary Director

1. Represents the interests of TK-6 educators within the Association.
2. Advocates for elementary-level concerns in negotiations and policy discussions.
3. Communicates concerns and priorities of elementary school educators to the Executive Board.
4. Responds to concerns raised by elementary school site representatives.
5. Develops and collects bi-annual surveys.
6. Support members in filing grievances related to potential contract violations and workplace protections.
7. Will attend site visits.
8. Position is not limited to an elementary educator, but is highly recommended.
9. Stipend is \$2,563.00/year (subject to change).

F. Intermediate Director

1. Represents the interests of intermediate educators within the Association.
2. Advocates for intermediate-level concerns in negotiations and policy discussions.
3. Communicates concerns and priorities of intermediate school educators to the Executive Board.
4. Responds to concerns raised by intermediate school site representatives.
5. Develops and collects bi-annual surveys.
6. Support members in filing grievances related to potential contract violations and workplace protections.
7. Will attend site visits.
8. Position is not limited to an intermediate educator, but is highly recommended.
9. Stipend is \$2,563.00/year (subject to change).

G. High School Director

1. Represents the interests of high school educators within the Association.
2. Advocates for high school-level concerns in negotiations and policy discussions.
3. Communicates concerns and priorities of high school educators to the Executive Board.
4. Responds to concerns raised by high school site representatives.
5. Develops and collects bi-annual surveys.
6. Support members in filing grievances related to potential contract violations and workplace protections.

7. Will attend site visits.
8. Position is not limited to a high school educator, but is highly recommended.
9. Stipend is \$2,563.00/year (subject to change).

H. Student Services Director

1. Represents secondary guidance counselors, elementary school counselors, nurses, behavior specialists and other student service professionals.
2. Advocates for policies that support student services educators.
3. Works with the Bargaining Chair to ensure equitable contract provisions for student services.
4. Develops and collects bi-annual surveys.
5. Encourage membership participation in union activities.
6. Support members in filing grievances related to potential contract violations and workplace protections.
7. Will attend site visits.
8. Position is not limited to a student support service provider, but is highly recommended.
9. Stipend is \$2,563.00/year (subject to change).

I. Special Education Director

1. Represents special education teachers, speech language pathologists, school psychologists, adapted PE teachers, special education itinerants, and other special education professionals.
2. Advocates for policies that support special education students and educators.
3. Works with the Bargaining Chair to ensure equitable contract provisions for special education.
4. Develops and collects bi-annual surveys.
5. Encourage membership participation in union activities
6. Support members in filing grievances related to potential contract violations and workplace protections.
7. Stay informed on federal, state, and local laws affecting special education and advise the board on relevant issues
8. Will attend site visits.
9. Position is not limited to a special education educator, but is highly recommended.
10. Stipend is \$2,563.00/year (subject to change).

J. Itinerant Director

1. Represents music teachers, physical education teachers, teachers on special assignments, and other itinerant professionals.
2. Advocates for policies that support itinerant educators.
3. Works with the Bargaining Chair to ensure equitable contract provisions for itinerant educators.
4. Develops and collects bi-annual surveys.

5. Encourage membership participation in union activities.
6. Support members in filing grievances related to potential contract violations and workplace protections.
7. Will attend site visits.
8. Position is not limited to an itinerant educator, but is highly recommended.
9. Stipend is \$2,563.00/year (subject to change).

K. CTA Shared State Council Representatives (ex-officio, non-voting)

1. Representing the interests of their constituency at state-level meetings and events.
2. Advocating for policies and initiatives that benefit members and the broader educational community.
3. Regularly informing members of policy changes, legislative updates, and Union activities.
4. Serving as a liaison between members, leadership, and CTA ensuring concerns and feedback are relayed appropriately.
5. Attending all scheduled meetings, conferences, and training sessions as required by the Union.
6. Actively engaging in discussions and decision-making processes.
7. Monitoring state legislation that impacts CTA members and public education.
8. Assisting in voter education and participation campaigns.
9. Shared CTA State Council Representatives from SVEA will receive one day of release time per State Council Session.
10. CTA Shared State Council Representatives from SVEA will receive one night reimbursement for hotel accommodations at each State Council Meeting.
11. CTA State Council Representatives will report to the membership after each CTA State Council Session.

L. Site Representative

1. Represents the interests of all site members within the Association.
2. Attends all meetings of the Representative Council.
3. Serve as the official channel to easily and quickly transmit information to members.
4. Perform additional duties as prescribed by the Executive Board which may include, but are not limited to: attendance at school board meetings, rally site members to attend events, hold site level elections, maintain a site contact list, represent site members with admin, conduct regular site meetings to review Association business, verify meeting attendance for stipend, participate in political action activities, or activities deemed necessary by Executive Board of Representative Council.
5. Full stipend is granted per semester if all meetings are attended in full. Missed meetings may be made up by attending TWO school board meetings. This Earn Back Credit may only be used once per year.
6. Stipend is \$599.00 per year.

Section 2: Non-Elected Positions

The non-elected positions of the Association shall be appointed by the President and include Bargaining Chair, PAC Chair, PAC Treasurer, Bargaining Team, and Organizing Team. The appointment of the position of PAC Treasurer shall be mutually agreed upon by the President and the PAC Chair. Non-elected positions shall be appointed by the President for a 1-year term.

A. Bargaining Chair (ex-officio, non-voting)

1. Leads the Association's negotiations team.
2. Develops bargaining strategies in collaboration with the Executive Board.
3. Communicates regularly with the President and the Executive Board.
4. Represents the Association in contract negotiations with SVUSD.
5. Gathers input from all unit members regarding bargaining priorities.
6. Will attend Executive Board meetings.
7. Stipend is \$7689.00 and includes 20% release time (subject to change).

B. PAC (Political Action Committee) Chair (ex-officio, non-voting)

1. Oversees political advocacy efforts on behalf of the Association.
2. Works with CTA to coordinate political campaigns and endorsements.
3. Educates members on political issues affecting education.
4. Will attend Executive Board meetings.
5. Stipend is \$ 3,204.00 (subject to change).

C. PAC Treasurer

1. Manages the PAC budget and expenditures.
2. Completes FPPC filings
3. Manages the PAC's finances, including maintaining accurate financial records.
4. Prepares and presents financial reports to the Executive Board and membership.
5. Oversees the collection and disbursement of PAC funds.
6. Prepares and submits necessary financial filings, including tax documents.
7. Stipend is \$1,281.00 (subject to change).

D. Organizing Team

1. Develops and implements organizing strategies to engage and mobilize members.
2. Coordinates membership drives and outreach efforts.
3. Plans rallies, events, and actions to support bargaining and advocacy efforts.
4. Trains site representatives on effective organizing strategies.
5. Attends site visit lunches.
6. Stipend is \$599.00 (subject to change).

E. Bargaining Team

1. The Core Bargaining Team shall be composed of four to seven members.
2. Alternate Bargaining Team Members may also be considered in case of a vacancy.
3. Specialized Team Members will participate in bargaining when their specific issues are addressed, i.e. Counselors, Speech Language Pathologists, TK, etc.
4. Per recommendation of the President and approval by the Executive Board, Bargaining Team members shall serve one-year terms and shall be eligible for reappointment. The President shall be the liaison to the Bargaining Team from the Executive Board and shall be the Association spokesperson to the community and membership.
5. The Executive Board shall establish parameters prior to meeting with district.
6. The Bargaining Team is responsible for keeping the Association leadership informed of the progress of the negotiations.
7. Any Tentative Agreement reached with the District is dependent upon ratification by the membership.
8. Stipend is \$3,460.00 (subject to change).

ARTICLE II: Election Procedures

Section 1: Elections Committee

There shall be an Elections Committee. The Committee and Chairperson shall be appointed by the president and approved by the Executive Board at the beginning of each school year. The committee shall be composed of at least three members who are not on the Executive Board and are not seeking election. The committee is responsible for ensuring that elections are conducted in a fair and impartial manner. Any committee member who is either a candidate on the ballot or whose immediate family member is a candidate shall recuse themselves from committee activities on that ballot.

Section 2: Election Requirements

The chapter shall ensure that an open nomination procedure is in place, allowing any member to nominate any active member. Every active member shall be assured of voting by secret ballot. There shall be at least 15 calendar days between the notice of election and the actual voting. There shall be an active member vote. SVEA shall provide the necessary means for all active members to vote.

Section 3: Announcement

The announcement of the election shall include the offices, length of terms, and election timeline. The announcement shall be distributed in a manner that ensures every member has an opportunity to file a declaration of candidacy.

Section 4: Timeline

School calendars shall be considered when setting election timelines. The timeline shall include dates for:

- Announcement of vacancies and terms of office.
- At least 15 calendar days between the announcement and the onset of voting.
- Place, time, and date of receipt for declarations of candidacy.
- Dates for which voting will take place.
- Date that the announcement of results shall be made to leadership, candidates, and members, and shall be declared no later than five calendar days after vote closure.
- Dates and timelines for run-off elections.
- Deadlines for filing challenges to the initial election and run-off if held.

Section 5: Finances and Use of Unit Resources

Chapter funds received through dues, assessments, or similar levies shall not be used to promote any candidate. A candidate may not accept direct or indirect contributions from the chapter's treasury via assets, facilities, staff, equipment, mailings, goodwill, and credit. A unit may not state or indicate its preference for a candidate in the unit's publications. The use of links to any association website is prohibited. Candidates cannot campaign on any chapter, service center council, Uni-Serve, or district-created social networking site. SVEA shall not make personal emails available to candidates. District email addresses and/or systems shall not be used for campaigning. The official SVEA logo may not be used in a way that suggests the candidate has the support of the unit, CTA, or any of its affiliates.

Section 6: Candidates' Rights

Privileges extended to one candidate shall be extended to all candidates. Each candidate shall have the right to a list of names, worksites, and active members for the purpose of campaigning.

Section 7: Ballot

The names of the candidates shall be included on the digital ballot according to the CTA alphabet. The candidate's name shall appear as printed on the declaration of candidacy. The ballot shall state the name of the office/position. The ballot shall include space for a write-in candidate(s), except in run-off elections.

Section 8: Distribution of Ballots and Method of Voting

Each member shall receive a ballot. Each method of voting shall be included in the bylaws. On-site voting shall include a ballot box or envelope, a roster of active voters, and require a signature. Preliminary vote counts are to be conducted away from the voting site. Site reps must submit their sign-in sheets and ballots together to the Elections Committee. Electronic voting (preferred) is permitted through CTA Elections and Credentials Committee and is administered for SVEA by BigPulse.

Section 9: Vote Requirement

All vote requirements shall align with CTA guidelines. Unless otherwise specified, all elections shall be decided by a majority vote. Write-in votes are valid and must be counted. A majority vote means more than half of the legally cast votes. A plurality vote means the largest number of votes given to any candidate or issue. A two-thirds vote means at least two-thirds of the legally cast votes. For unit officers, the election will be by majority. If a candidate does not receive a majority, a run-off election shall be conducted among the candidates receiving the highest number of votes. The number of names on the ballot shall be one more than the vacancies, and the candidate with the highest number of legal votes cast will be declared the winner. There will be no write-ins. For Local NEA delegates: the election will be by majority or plurality of the votes, determined in advance of the election announcement by SVEA. Results must be sent to CTA by the declared deadline. For NEA State Delegates, the election will be overseen by the Service Center Council. The local Elections Committee shall submit to the Service Center Council the official CTA/NEA State Delegate tellers' report. The Service Center will forward the results to CTA. For additional CTA/NEA election guidelines, refer to the official CTA Elections Manual.

Section 10: Challenge Procedure

A challenge cannot be initiated until after the results of the election have been posted. Challenges for the election of State Council Representatives, alternates, and state and local delegates must follow the procedures in the CTA Elections Manual. The challenging party or parties must notify the unit president and elections chair of a challenge in writing within 10 calendar days after the announcement of election results. If the unit president is a candidate on the ballot, refer to item five. The notification must be on the official CTA challenge form, available in the Elections Manual. The Elections Committee shall review and resolve challenges following CTA guidelines, ensuring fair and objective resolution. Appeals can be made to the CTA President within 10 calendar days from the unit's decision.

Section 11: Initiative Procedures

Active members have the authority to make decisions affecting the association through the initiative process. Petitions must be registered with the chapter president and signed by at least 60% of active members within 15 calendar days. Regular election procedures shall be followed, and the proposal shall take effect upon receiving the required number of votes.

Section 12: Referendum Procedures

Any action of the Representative Council or the Executive Board shall be referred to a vote upon a two-thirds vote of the Representative Council. Ballots shall be furnished no less than 15 calendar days after Representative Council action. Regular election procedures shall be followed.

Section 13: Recall Procedures

Active members may recall any elected officer. An Active member shall file a notice of the intent to circulate a petition to recall with the chapter president by including a copy of the petition to be

circulated, and the names of at least three persons supporting the proposed recall and responsible for its circulation. The deadline for gathering signatures is a maximum of sixty (60) calendar days following the day that the notice of intent is registered. If the proposed recall is for the person holding the office of president, the request shall be made to the next ranking officer. A recall petition must include all necessary information and be signed by at least 25% of active members. The Elections Committee shall verify signatures within 10 calendar days. Upon verification, a recall election shall be conducted within 20 calendar days, with results announced immediately after voting concludes. Secret ballot provisions must be upheld throughout the recall process.

Article III: REIMBURSEMENT OF EXPENSES

Section 1: Transportation Reimbursement

The Board of Directors shall establish rules and procedures for reimbursement of transportation expenses for members who attend meetings on behalf of the Association. Such rules shall be in writing and provided to members prior to their incurring such expense.

Section 2: Lodging Reimbursement:

Actual amount paid, to be based on single occupancy. Personal charges such as laundry, valet, personal telephone calls, and entertainment costs are not reimbursable.

Section C. Expenses Reimbursement for Meals

Daily allowance involving more than one meal shall follow CTA Standing Rule 1-7 regarding reimbursement.

Section D. Receipts

Receipts must accompany charges for transportation and lodging. Meals shall be reimbursed at the CTA/NEA rate.

- Each individual requesting reimbursement for Association expenses is responsible for filling out the appropriate form. All requests for reimbursement must include receipts. Prior to reimbursement, the form must be filled out completely indicating the purpose of the expense. A group meal must include names of persons involved and the activity.
- Vouchers with receipts must be received within sixty (60) calendar days after performance of Association related responsibilities. There will be no payment of monies for subsequent related Association responsibilities for members who have failed to clear previous expenses.

Any exceptions or variations from the above rules, or any questionable expense report must be authorized by the Board of Directors. The Association shall develop a system to track Accounts Payable, Dues Receivable and any other funds due the Association.

ARTICLE IV: GRIEVANCES

Section A: General

The Association shall insure that the School Board adheres to the terms and conditions of the collective agreement and shall insure fair and equitable treatment of all members of the bargaining unit by the District. The Association shall act to represent the interest of any unit member involved in a personal grievance.

Section B. Processing Grievance (Non-Arbitrated)

Association members shall be entitled to representation through the Association Executive Director or President or their designees for any grievance which member wishes to process. The Association Executive Director or President may recommend that the member either drop the grievance and/or proceed to any step referred to in this section; however, the ultimate decision shall be made by the member having the grievance.

Section C. Processing Grievances (Arbitration)

Association members shall be entitled to representation including legal fees and cost of arbitration, provided that submission of grievance to arbitration be referred to and approved by the Board of Directors. Members seeking to pursue grievances to arbitration shall have the right to appeal decisions of the Executive Director and/or the Board of Directors to the Representative Council. The Representative Council shall have final decision-making authority relative to the arbitration of grievances.

All updates ensure clarity, accuracy, and compliance with CTA regulations.

This document serves as the foundational governance structure for the Saddleback Valley Educators Association, ensuring clarity of roles and responsibilities for all officers and members.



**CALIFORNIA
TEACHERS
ASSOCIATION**

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To: Mandy De Groote, *President*
Saddleback Valley Educators Assn.

From: Kristie Iwamoto, *Chairperson SCJ*
Chris Bushée, *Board Liaison CB*
CTA Governance Documents Review Committee

Date: February 11, 2025

Charter # 0860

Dear President,

The Governance Documents Review Committee has completed its review of your chapter's amended bylaws. We are pleased to inform you that Saddleback Valley Educators Assn. (Orange) has successfully met all chartering requirements. Congratulations on this achievement! The approved bylaws are attached for your records.

Please notify us via email at bylawsreview@cta.org as soon as the appropriate governance body within your chapter adopts these approved bylaws.

In the future, if your bylaws are amended, kindly submit a copy of the revised bylaws to the Governance Documents Review Committee at bylawsreview@cta.org for review. This will ensure that CTA maintains the most up-to-date version of your chapter's bylaws on file.

Thank you for your dedication and hard work. Congratulations again on a job well done!

C:
Denise Bradford, CTA Board Member (N)
Heather Carroll Fisher, Regional Exec. Dir.
Frank Oppedisano, Regional UniServ Dir.