# Kern High School Teachers Association 

Bylaws to the Constitution

## Article I.

## NAME AND LOCATION

The official name of this Association shall be the Kern High School Teachers Association/CTA/NEA in Kern County. The office of the Kern High School Teachers Association shall be located at 2441 F Street, Bakersfield, CA 93301. These Bylaws shall be a part of the Constitution of the Kern High School Teachers Association.

## Article II.

## PURPOSES

The primary purposes of the Kern High School Teachers Association shall be:
A. To represent its members in their relations with their employer, and to seek to be the exclusive representative of its members 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;
D. To advance the general welfare of the schools;
E. To provide a means of representation for its ethnic-minority members;
F. To promote professional attitudes and ethical conduct among members;
G. To maintain the high standards of the teaching profession;
H. To encourage cooperation and communication between the profession and the community; and
I. To foster good fellowship among members.

## Article III.

## AFFILIATION WITH CTA/NEA

A. The Kern High School Teachers Association shall be a chartered chapter of the California Teachers Association (CTA).
B. The Kern High School Teachers Association shall be an affiliate local association of the National Education Association (NEA).

## Article IV.

## MEMBERSHIP

A. The primary category of membership shall be Active members.
B. 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 Kern High School District, and whose primary assignment is such as not to hold supervisory responsibility over other certificated employees to such an extent as not to be represented in the negotiations process by the teacher certificated bargaining unit. Specifically excluded from active membership by the Certificated Agreement are all management, confidential, and supervisory employees, nurses, social workers, psychologists, adult school hourly employees who work less than 20 hours a week, and allsubstitutes and all classified employees. Associate membership shall be open to any person who is interested in advancing the cause of public education, but is not eligible for Active membership.
C. Membership may be granted upon initiation of payroll dues deduction or upon payment of annual Association/CTA/NEA dues.
D. The right to vote and to hold elective office or appointive position within the Association shall be limited to Active members.
E. Active members shall be eligible to vote in all elections, hold elective office or appointive position, receive special services, obtain assistance in the protection of professional and civil rights, and receive reports and publications of the Association.
F. Active members shall adhere to The Code of Ethics of the Education Profession.
G. The rights to and privileges of membership shall not be abridged in any way because of age, sex, race, color, ethnic group, marital status, national origin, orsexual orientation, or gender identity.
H. No member of the Association may be disciplined 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.
I. 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.
J. Unless otherwise expressly provided by law, persons who tender agency fees non-members shall have no rights or privileges within this Association.

## Article V.

## DUES, FEES, AND ASSESSMENTS

A. The basic annual dues level for Active members,andrepresentan fee for nomembers 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.
B. 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.
6. The Association shall apportion any negotiated representation fee or organizationalseemrity fee on the same pereentage basis as the full Association/CTA/NEA dues.
D. 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 VI.

## REPRESENTATIVE COUNCIL

A. The policy-making body of the Association shall be a Representative Council. The Representative Council, comprised of Active members of the Association, derives its powers from and shall be responsible to the Active membership.
B. The Representative Council shall be composed of the following Active members:
1.Executive officers;
2.Site Representatives elected on the basis of one-person one-vote;
3.One Minority-At-Large representative elected by the general membership; Article 6.C.
4.Committee Chairpersons, ex-officio non-voting;
5.CTA State Council Representatives; and
6.Any members of the Association who hold CTA/NEA offices or committee appointments, ex-officio non-voting.
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 committees recommended by the Executive Board;
4. Receive and act upon all reports and recommendations of all committees of the Association; and
5.Establish the dues of the Association.
D. The Representative Council will meet on the first and third Wednesday during each school month.
E. Meetings of the Representative Council shall be open to all members of the Association, and to others only by invitation from the president; however, such an invitation may be vetoed by a majority vote of the Council.
F. 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. Special meetings of the Representative Council shall be called for a specific purpose and no business other than that for which the meeting is called may be transacted.
G. 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.
H. A quorum shall consist of representation by at least one representative from one-half of the efficially red affiliated sites. A quorum for all meetings of the Representative Council shall consist of a majority of all voting members of the Representative Council. When a quorum is present, a majority vote of those present will become the decision of the Council. No business except to adjourn can be transacted with less than a quorum.
I. Members of the Representative Council shall serve a term of two years. Exception will be for the CTA State Council Representatives whose terms are set by CTA.
J. Any proposed measure of substance before the Representative Council may be submitted to the total membership on a $2 / 3$ vote of the Council.
K. Each member of the Representative Council shall receive a stipend as established by the Representative Council.
1.The Association meeting stipend will be determined annually by the Representative Council.
L. Members and officers of the Representative Council at the time of nomination and during their terms of office shall be and remain members in good standing of this Association and CTA/NEA.
M. The Representative Council may choose to hold an election for local delegates to the NEA Representative Assembly per NEA Policy and Procedures.

## Article VII.

## SITE REPRESENTATIVES

A. Site representatives shall be elected by and from the Active membership for each sehoot site. Such election shall be by open nominations and by secret ballot.
B. Each site shall be entitled to at least one representative and shall have one representative for each fifty (50) active members, or major portion (26) thereof, as determined by the November 1 membership roll.
1.Adjustments in the number of delegates to which an affiliated site is entitled will be made by election of members at the site where such adjustments are necessary.
2. Each member of the Representative Council shall be entitled to one-vote, except for the President of the Association who will vote only in the case of a tie.
C. Active members who are not represented through an individual school site shall be counted as a special site group entitled to the same representation on the Representative Council as the individual school sites. Each affiliated site shall be defined as any unit of membership that has been officially recognized and approved by the Representative Council.
D. Representatives shall be elected for a term of two years.
E. Vacancies in the office of Representative for whatever cause may be filled by properly elected replacements.
F. Site Representatives shall:

1. Conduct constant and ongoing liaison between the Representative Council and the Active members;
2.Serve as the official channel through which written communications and publications can be easily and quickly transmitted between the Association and the members;
3.Represent the views and input of the Active membership of the faculty in votes taken in the Representative Council, conducting frequent and regular polls of such membership for this purpose; and
4.Perform such additional duties as prescribed by the Executive Board.
G. A Site/Site Unit Representative may not conduct an election in which he/she is a candidate.

## Article VIII.

## OFFICERS

A. The officers of the Association shall be a President, a Vice- President, a Secretary, and a Treasurer.
1.The immediate past president shall serve as an ex-officio non-voting member.
B. These officers shall be and remain currently paid-up local, state, and national (Active) members as a condition for nomination to and service in their respective positions during their terms of office.
C. These officers shall be elected by and from the Active membership of the Association. Such election shall be by open nominations and secret ballot.
D. Officers shall be elected for a term of two years, commencing on July 1 of any calendar year. The Treasurer shall remain in office until the end of the fiscal year.
E. A vacancy shall be deemed to exist in the case of death, resignation, or inability to serve in any of the offices of the Association. If there is a vacancy occurring in the office of the President, the Vice-President shall assume the office. In the event a vacancy occurs in the other offices, a special election shall be held to elect successors to fill the unexpired terms.

1. In the event of an emergency, the President may, with the consent of the Executive Board, appoint an active member from the Membership as a non-voting interim officer until the position is filled by an election.
F. The President shall be the chief executive officer of the Association and its policy leader.

The President shall:
1.Preside at all meetings of the Association, the Representative Council, the Teachers Advisory Council and the Executive Board;
2.Prepare the agenda for the meetings of the Association, the Representative Council and the Executive Board;
3.Be the official spokesperson for the Association;
4.Be familiar with the governance documents of the Association, CTA, and NEA;
5.Appoint all chairpersons and members of committees, and of the Bargaining team, with the approval of the Executive Board;
6. Call meetings of the Association, Representative Council and the Executive Board;
7.Propose the procedures for grievance processing for ratification by the Executive Board and the Representative Council;
8. Suggest policies, plans and activities for the Association and be held responsible for the progress and work of the Association;
9.Attend meetings of the Service Center Council of which the Association is a part;
10. Attend other CTA/NEA meetings as directed by the Representative Council;
11. May serve as an ex-officio member of all committees;
12. Shall vote only in cases of a tie;
13. May appoint a Sergeant-at-Arms and a Parliamentarian from the membership.

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.

The Secretary shall:

1. Keep a careful and accurate record of the proceedings of each meeting, regular or special, of the Association, Representative Council, Teacher Advisory Council and the Executive Board. All minutes are to be kept in a permanent file at the Association Office;
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;
2. Keep an accurate roster of the membership of the Association and of all committees; and
4.Carry on the correspondence pertaining to the affairs of the Association as directed by the President; and
3. Keep custody and maintenance of the Constitution, Bylaws, and Standing Rules and provide the President with any updated documents.

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;
3.Present a detailed budget for approval to the Representative Council for all expected revenues and expenditures for the following school year at the first Council Meeting in May.
4.Provide a written monthly financial report for meetings of the Representative Council and Executive Board;
5.Be responsible for an annual audit of the books of the Association and distributing a summary of this audit to the membership;and
6.Be responsible for submitting membership and financial reports to CTA, NEA, and other agencies as required by law;

## 7.Be an ex-officio member of the Political Action Committee - Kern High Teachers for Sound

 Schools;8.Remain active on the Executive Board through the end of the fiscal year, August 31st;
9.Be responsible for the record keeping of attendance at all meetings of the Association;
10. Pay out all stipends as set forth in the Constitution and Bylaws; and
11. Make recommendations to the Representative Council regarding changes in dues.

The Immediate Past President shall:
1.Serve as an advisor to the President.
2.Serve as an ex-officio member as outlined in the Constitution.

## Article IX.

## STATE COUNCIL MEMBERS

State Council members elected exclusively by and responsible to the Kern High School Teachers Association will be members of the Executive Board and members at-large of Representative Council. Included, also, are any State Council members, the majority of whose constituents are from the Kern High School Teachers Association.
A. The State Council members and alternates will be nominated and elected as set out in the CTA Election Manual.
B. The term of office shall be as prescribed by the California Teachers Association.

## Article $\mathbf{X}$.

## EXECUTIVE BOARD

A. The Executive Board shall be composed of the elected officers, State Council Representatives, and ex-officio non-voting members.
1.The Bargaining Team Chair or designated spokesperson and Membership Chair or designated spokesperson shall be ex officio non-voting members.
B. All members of the Executive Board shall be and remain currently paid-up local, state, and national (active) members as a condition for nomination to and service in this position.
C. The 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 two or more of the members of the Executive Board.
D. The duties and the responsibilities of the Executive Board are:
1.Coordinate the activities of the Association;
2.Act for the Representative Council when school is not in session;
3.Direct the bargaining activities of the Association, subject to policies established by the Representative Council;
4.Approve appointment and removal of Bargaining team members;
5.Recommend a budget for the Association to the Representative Council;
6.Approve all appointments to committees, including chairpersons;
7.Adopt the Standing Rules for the Association;
8.Adopt grievance procedure;
9.Direct the grievance activities of the Association; and
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.
11. Assist the President in directing the grievance processing of the Association.
E. A quorum for all meetings of the Executive Board shall consist of a majority of the elected members of that body.

## Article XI.

## TEACHERS' ADVISORY COUNCIL

A. Each affiliated site shall have one of the elected site representatives serve on the Teachers' Advisory Council.
B. The Association Executive Board members shall serve on the Teachers' Advisory Council.
C. The President of the Association shall serve as chair of the Teachers' Advisory Council.
D. The immediate past president of the Association shall serve as a non-voting member of the Teachers' Advisory Council.
E. The Teachers' Advisory Council shall meet regularly with the District administration to discuss common issues and make recommendations.
F. Special meeting of the Teachers' Advisory Council may be called by the President or at the request of any five members.
G. The Teachers' Advisory Council shall be directly responsible to the Representative Council.
1.Recommendations or other actions taken by the Teachers' Advisory Council are subject to review by the Representative Council.

## Article XII.

## 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 days before the meeting except during crisis situations.
C. For emergency meetings during crisis situations, the Executive Board shall adopt procedures to notify the Association membership of meeting dates, places and times.
D. A quorum for meetings of the Association shall be a majority of the Active membership. ,or percentage of the Active membership.

## Article XIII.

## BARGAINING TEAM

A. The duties of the Bargaining Team are to represent and to bargain for the bargaining unit(s).
B. The President shall appoint all members, alternates, and the chairperson of the Bargaining Team with the concurrence of the Executive Board.
1.The Bargaining Team chair shall chair the contract committee on which all other team members shall serve.
2.Should the Association hire a Bargaining spokesperson other than a bargaining unit member, a chair of the team and contract committee shall be appointed by the President.
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 a two-thirds (2/3) majority 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 subject to policies established by the Representative Council.
F. All bargaining unit members shall be surveyed to determine contents of the proposed contract demands. The Bargaining Team shall be under the direction of the Executive Board, and shall report its activities to the Executive Board, as the Board requires.
G. The Bargaining Team shall:

1. Meet with the Contract Committee regularly during negotiations with the Board.
2.Assume responsibility for the drafting of the initial contract proposal in consultation with the contract committee.
2. Employees in the bargaining unit shall be surveyed to determine the contents of the proposed contract demands.
3. Initial contract proposal shall be presented to the Representative Council for a first reading and the proposal
4. At the subsequent Representative Council meeting, the initial contract proposal shall be approved by the Representative Council to be sunshined to the District.
3.Serve on the Contract Committee.
4.Make recommendations to the president of the Association for activities needed to carry out the bargaining process.
5.Make reports to the Representative Council at each meeting during the bargaining process.
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, suject ratification by the Active membership.
J. Agreements reached between the Bargaining Team and the school board or its representatives shall be considered tentative and not binding upon the Association until such agreements have been ratified by the Active membership in the appropriate unit unless such ratification shall have been specifically waived or otherwise delegated by that active membership.

## Article XIV.

## GRIEVANCE PROCESSING

A. The Executive Board shall adopt, with the approval of the Representative Council, the procedures for grievance processing.
B. There shall be an appointed Grievance Committee.
C. These procedures shall include, but not be limited to, the following:
1.Providing for representation to assist all members of the bargaining unit in processing grievances;
2. Seeking consultation and advisement from CTA Staff regarding the decision to process the grievance;
3.Training for handling grievances; and
4.Evaluating of the Association's grievance policies and procedures.

## Article XV.

## NOMINATIONS AND ELECTIONS

A. The chapter president must provide Active members an opportunity to vote in all elections.
B. Chapter presidents do not have the option of deciding that such elections shall not be held except for NEA-RA Local Delegate elections where, following a period of open nominations, voting may be waived if the number of candidates is equal to or less than the number of positions to be filled and the affiliate has adopted a governing provision or election policy allowing such a practice.
C. 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
D. 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.
E. NEA State Delegate elections shall be conducted in accordance with CTA guidelines.
F. NEA Local Delegate elections shall be conducted in accordance with CTA/NEA guidelines.
G. There shall be an appointed Elections Committee.
H. The duties of the Elections Committee shall be to:
1.Ensure that all Association/CTA/NEA election codes and timelines are followed;
2.Establish election timelines;
3.Develop and carry out timelines and procedures;
4.Prepare ballots for election of officers and such other elections as may be necessary;
5.Count the ballots and certify the results; and
6. Handle initial challenges.

## Article XVI.

## 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.
B. Each committee shall submit periodic reports to the Executive Board and the Representative Council.
C. Political Action
1.The Kern High School Teachers Association shall have a Political Action Committee called the Kern High Teachers for Sound Schools.
2.The committee shall operate under bylaws as approved by the Representative Council.
3.The Bylaws of the Kern High Teachers for Sound Schools shall be an addendum to this set of bylaws.

## Article XVII.

## CONTRACT WAIVERS

A. Any school/site/group wishing to have the Association waive a portion of the Collective Bargaining Agreement shall notify the President of the Association through their site representatives in writing indicating which portion(s) of the agreement the school would like changed.
1.The Executive Board shall decide whether or not the contract waiver request will be accepted or denied based on but not limited to the following factors: State and Federal Law, implications for the entire collective bargaining agreement, etc.
2.If the Executive Board approves the contract waiver request, the procedures outlined in section Z B of this article will be followed.
3. Excluded from this Article are schools or sites utilizing block-schedule language and procedures.
B. Upon approval of the contract waiver request, the President shall reconstitute the bargaining negotiation team, in adherence with Article XIV of the Association's Constitution.
1.The negotiation bargaining team shall identify all portions of the Collective Bargaining Agreement that pertain to the proposed contract waiver.
2.The negotiation bargaining team shall hold a meeting at the affected school/site/group to inform members of their findings and the possible implications to the member(s) working conditions, salary, or benefits.
3.After the meeting, the $\underline{\text { bargaining team will conduct a vote, following CTA voting }}$ guidelines, of all bargaining unit members affected by the change will be at the site when the change could be implemented.
4.Seventy-five percent of the affected bargaining unit members at the affected site who will be at the site-when the change could be implemented must vote to authorize the bargaining team to bargain with the district on their behalf for the waiver(s) to the contract.
5. The bargaining team will negotiate a proposed waiver to the collective bargaining agreement with the district. If an agreement cannot be reached, the contract waiver request shall be denied.
6. If an agreement is reached, the proposed waiver will be presented to the affected bargaining unit members, at the affected site where a second vote shall be conducted by the negotiation bargaining team. Seventy-five percent of the affected bargaining unit members at the affectersite whe the the change could be implemented must vote to accept the agreement.
7.If seventy-five percent of the affected members at the vote to accept the agreement, the agreement will be signed by the President.

## Article XVIII.

## REMOVAL OF OFFICERS

A. The active membership shall have the authority to recall from office any person holding office by the virtue of having been elected thereto by the chapter's active members.
B. A member shall file a notice of intent to circulate a recall petition with the ehapter Association president. A copy of the petition to be circulated, including the names of at least three persons supporting the proposed recall and responsible for its circulation, shall be included.
C. If the proposed recall is for the person holding the office of president, the request shall be made to the next ranking officer.
D. The ehapter Association president shall register the receipt of the notice of the intent to circulate and acknowledge such registration in writing with the member filing notice.
E. The timeline for gathering signatures will commence the day that the notice of intent is registered. A maximum of 60 school days shall be permitted to obtain the signatures of at least 25 percent or more of the active members of the chapter Association. The petition shall contain the question proposed to be placed on the ballot.
F. The circulators shall present to the chapter Association president the petition(s) containing original signatures.
G. The ehapter Association president shall have 10 school days in which to verify the membership of signers of the petition.
H. If there are insufficient signatures, the petition circulator shall be notified by mail of the number of signatures needed to qualify the petition. The petition circulator shall have an additional 15 school days in which to gather and submit the necessary signatures. There shall be five school days in which to verify the membership of additional signers.
I. The chapter Association president shall cause a ballot to be furnished to the members no less than 20 school days after verification of membership, provided that the period that the school is officially not in session shall not be included in this count.
J. Regular election procedures for the election of officers shall be followed, including voting times.
K. If the proposal for recall is approved by a majority of the current Active membership, it shall take place immediately.

## Article XIX.

## 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 XX.

## AMENDMENTS/PROCEDURES:

Notice in writing of a proposed Bylaws amendment shall have been submitted to the Secretary and provided to members of the Representative Council at the meeting preceding the one at which it is to be voted upon.

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.

## Article XXI.

## INSPECTION OF RECORDS

Books and records of the Association may be inspected by any member at any reasonable time in accordance with state law.

Records of the Association regarding personnel matters are not open to general inspection. Records of the Association regarding personnel matters are only open to the member directly involved. Arrangements for such inspection shall be made with the Association president.

## Article XXII.

## AFFILIATED SITES

Affiliated sites are: ABLE, AIM ${ }_{2}$ Arvin, Bakersfield Adult, Bakersfield, Centennial, Central Valley, Constellation, District Office, East, Foothill, Frontier, Golden Valley, Highland, Independence, Kern Valley, Liberty, Mira Monte, Nueva, North, ROC, Ridgeview, Ruggenberg, Schuetz, Shafter, South, Stockdale, Summit, Tierra Del Sol, Vista, Vista West, West.

## Addendums:

Kern High Teachers for Sound Schools Bylaws
Revisions: Executive Board November 6, 2019

Adopted April 6, 2011(reviewed Laura, Lisa,-David absent/sent material-9/14/16) Reviewed by Laura-2/28/17, 6/5/17-sent to Ex B on 3/8/17 \& 6/13/17 and 9/27/17 Revised by Mindy Montanio December 2017

