

**ADMINISTRATORS ASSOCIATION**

**SAN DIEGO CITY SCHOOLS (AASD)**

**American Federation of School Administrators (AFSA)  
Local 134, AFL-CIO**

**CONSTITUTION & BYLAWS**

**September 18, 2019**

**CONSTITUTION AND BYLAWS OF AASD**  
**ADMINISTRATORS ASSOCIATION SAN DIEGO CITY SCHOOLS**

**ARTICLE I – NAME**

The name of the organization shall be the Administrators Association San Diego City Schools, hereafter referred to as AASD. AASD is a chartered chapter of the Association of California School Administrators (ACSA). Effective July 1, 2019, AASD became affiliated with the American Federation of School Administrators (AFSA) AFL-CIO as Local 134.

**ARTICLE II – PURPOSE**

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

**Nonprofit Status**

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

**ARTICLE III - CODE OF PROFESSIONAL ETHICS**

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

## ARTICLE IV – MEMBERSHIP

The membership of this organization shall be composed of classified and certificated supervisory employees of the San Diego Unified School District as determined by the Public Employee Relations Board – San Diego School District agreement of March 24, 2009 (classified) and April 22, 2009 (certificated) and any future amendments thereto:

1. **AASD Member in Good Standing:** Any person employed by SDUSD as a supervisory employee is entitled to representation in his/her employment relationship with SDUSD. A member in good standing also has the right to attend all AASD membership meetings and activities. A member in good standing has the right to vote and hold office within AASD, to provide input on overall collective bargaining goals, and to vote on ratification of collective bargaining agreements between SDUSD and AASD. The dues amount for being a member in good standing will be a percentage of one's gross annual salary, with a cap as set forth by the Board of Directors. The deduction is taken 10 months of the year, September through June. All members in good standing are also automatically members of the American Federation of School Administrators (AFSA), Local 134, AFL-CIO.
2. **AASD Member in Good Standing – Police Management Association (PMA):** Members in good standing (PMA) are all AASD members who are sworn or non-sworn police personnel. All AASD members who are sworn or non-sworn police personnel are required to be a member of the PMA and will be members of the Peace Officers Research Association of California (PORAC). Any person employed by SDUSD as a supervisory employee is entitled to representation in his/her employment relationship with SDUSD. A member in good standing (PMA) also has the right to attend all AASD membership meetings and activities. A member in good standing (PMA) has the right to vote and hold office within AASD, to provide input on overall collective bargaining goals, and to vote on ratification of collective bargaining agreements between SDUSD and AASD. The dues amount for being a member in good standing (PMA) will be a percentage of one's gross annual salary, with a cap as set forth by the Board of Directors. Members in good standing (PMA) are exempt from Article XVIII, Legal Assistance for Members. All members in good standing (PMA) are also automatically members of the American Federation of School Administrators (AFSA), Local 134, AFL-CIO.
3. **Retired Membership:** All members in good standing at the time of retirement can continue as retired members of AASD. There will be a onetime fee of \$250.00 for lifetime retiree membership or an annual fee of \$50.00 payable each July. Retiree dues shall be applied to the AASD Scholarship fund. Retired members may elect to add AFSA benefits onto their membership by paying the amount annually as specified by AASD. When past presidents or AASD staff members retire, they shall become honorary lifetime members of AASD.  
  
Retired members may attend all general membership meetings and social activities of AASD and receive all publications. Retired members may serve on the Board of Directors in certain committee co-chair positions and may serve on certain committees as committee members. Retired members who are continuing to work for the school district in temporary assignments may receive the assistance of AASD in work-related personnel or professional matters.
4. **Affiliate Membership:** Affiliate membership is available to certificated SDUSD employees who possess a current Administrative Services Credential or to those who have completed their Tier II Administrative Services credential, as well as to any SDUSD certificated employee who has been reassigned, laid off, or promoted outside of the AASD bargaining unit or is in a non-represented position.

Affiliate membership is available to classified SDUSD employees who are aspiring to be a classified manager or supervisor, as well as to any SDUSD classified employee who has been reassigned, laid off, or promoted outside of the AASD bargaining unit or is in a non-represented position. Affiliate membership is also available to police personnel who are former members of AASD or who are non-represented management and will include membership in the Police Management Association (PMA).

Affiliate members shall pay tenths dues as specified by the Board of Directors. Dues for police personnel who are affiliate members will also be specified by the Board of Directors and will cover PMA/PORAC dues. Dues commence the month of acceptance as an affiliate member. Automatic payroll deductions for affiliate members shall be for a maximum of ten (10) months per school year, September through June. Laid off affiliate members may make the required dues payment directly to AASD.

Affiliate members may attend all general membership meetings and social activities of AASD and receive the AASD newsletter, as well as participate in various programs offered by AASD-affiliated vendors. Affiliate members may also serve on the Member Relations, Scholarship or Professional Development Committees. Affiliate members may elect to add AFSA benefits onto their membership by paying the amount annually specified by AASD. The privileges of holding office, voting on general membership questions, applying and receiving professional growth fund reimbursements, enrolling in certain programs, and being represented by AASD regarding individual personnel and personal concerns are reserved for members in good standing.

5. AASD, through its Political Action Committee (PAC) may elect to endorse federal, state or local public candidates, bond measures or propositions. The PAC will make recommendations for endorsements and/or political activity to the AASD Board of Directors. The PAC will not make any monetary endorsements.
6. AASD has no political campaign costs.

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

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

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

## **ARTICLE VI – EXECUTIVE BOARD**

1. The Executive Board shall be comprised of twelve (12) members including:
  - a. President
  - b. Past President

- c. Vice President-Certificated
- d. Vice President-Classified
- e. Secretary/Treasurer
- f. Three (3) representatives from the Certificated group.
- g. Three (3) representatives from the Classified group
- h. One Health & Welfare representative

2. The Executive Board's functions are to:

- a. Act as the planning body of AASD.
- b. Monitor the actions of the Executive Director.
- c. Make recommendations regarding personnel matters to the Board of Directors as needed.
- d. Advise the President and Board of Directors of matters affecting AASD.
- e. Act for and in the place of the Board of Directors when directed by the Board of Directors to carry out its policies.
- f. Approve expenditures from the Legal Contingency reserve as detailed in Article XVIII.
- g. Authorize expenditures when acting on behalf of the Board of Directors.
- h. Present motions to the Board of Directors for its approval.
- i. Solicit candidates, each April, to serve as Officers and members of the Board of Directors in vacant positions, for the following year.
- j. Approve filing of member grievances at the arbitration level in the Collective Bargaining Agreement.
- k. Approve the filing of unfair practices charges with the Public Employment Relations Board (PERB) against the district.
- l. Approve Memorandums of Understanding and/or Side Letters on behalf of AASD.

3. Executive Board members shall receive a monthly stipend as determined by the Board of Directors.

## **ARTICLE VII – BOARD OF DIRECTORS**

The Board of Directors is vested with full authority and responsibility for the executive and business administration of all AASD affairs, with each member having only one vote. The members shall be responsible for representing their groups on the Board of Directors and keeping their groups informed concerning matters pertinent to them. Members of the Board of Directors may be designated by the President to assume such other responsibilities as may be deemed appropriate.

- 1. If possible, the Board of Directors meetings shall be held the third Wednesday of each month. All Board of Directors meetings are open to any member of AASD with the exception of closed sessions and confidential briefing portions of regular Board of Directors meetings.
- 2. The June Board of Directors meeting will be designated as a changeover meeting consisting of outgoing and incoming members of the Board of Directors and elections for Executive Board.
- 3. Roberts' Rules of Order, Revised, is the authority on parliamentary procedure in both the general membership meetings and those of the Board of Directors.
- 4. The Board of Directors has the right to call for closed session meetings that include voting members only.

5. Attendance at Board of Directors or other AASD meetings is a basic responsibility of elected members of the Board. At the discretion of the Executive Board, absence from two or more Board of Directors meetings may become cause for replacement of Board of Directors members.
6. The Board of Directors shall consist of:
  - a. Four elected officers (President, Vice President-Certificated, Vice President-Classified, Secretary/Treasurer)
  - b. Past President
  - c. Directors, elected by their constituents
  - d. ACSAR Representative
  - e. Health & Welfare Committee representatives
  - f. Committee Co-chairs (one certificated co-chair and one classified co-chair for each committee, except as indicated in Article XIV, Exceptions)
7. Rate of representation shall be one (1) Director for each of the following groups plus one (1) additional Director for each group having sixty (60) or more members:
  - a. Sr. High Principals (\*)
  - b. Middle School and K-8 Principals (\*\*)
  - c. Elementary Principals [2] (\*) (\*\*)
  - d. Vice Principals [2] (\*) (\*\*)
  - e. Central Office Certificated (\*)
  - f. Classified Managers [2] (\*) (\*\*)
  - g. Food Services Supervisors/Area Supervisors (\*)
  - h. Classified Supervisors [2] (\*) (\*\*)
  - i. POS/BSSIII (\*\*)
  - j. School Police (\*)
  - k. Police Management Association (PMA) (\*\*)
  - l. AASD Retiree Network Representative
8. Annually, each June, the President shall designate one (1) member of the Board of Directors as ACSA Director.
9. Directors, committee co-chairs, health and welfare representatives and the AASD Retiree Network/ACSAR representatives shall serve two-year terms.
10. Terms ending in odd years (\*).
11. Terms ending in even years (\*\*).
12. Committee Co-Chairs are elected during the even numbered years.
13. Health and Welfare Committee representatives are elected during the even numbered years.
14. There are no term limits for Directors, Co-chairs, or Representatives.
15. At the June changeover meeting, members of the Board of Directors shall vote on three certificated members from the Board of Directors to serve on the Executive Board: In addition, three (3) members will be voted on from the classified group, and one member will be voted on from the Health & Welfare Benefits representatives.

16. One (1) more than 50% of the membership of the Board of Directors shall constitute a quorum.
17. Closed sessions may be called by the Officers and will consist of Board of Directors members only.
18. Action taken by the Board of Directors shall be binding on all members.
19. All members of the AASD Board of Directors shall be covered by a liability insurance policy provided by AFSA.
20. Each member of the Board of Directors shall be responsible to communicate within three workdays to the Executive Director all requests for representation from any AASD member. Potentially grievable issues must be reported within 48 hours, due to timeline requirements.

## **ARTICLE VIII – OFFICERS**

1. The Officers of the Association shall include the President, Vice President- Certificated, Vice President-Classified, Secretary/Treasurer and Past President.
2. The Officers shall be elected by the general membership for a two-year (2) term.
3. Officers are required to have a minimum of one year of current or previous experience as a member of the AASD Board of Directors.
4. Officers are to be members of ACSA. ACSA dues paid by officers during their term will be reimbursed by AASD semiannually each December and June or annually in June upon receipt of documented dues payment.
5. Officers shall receive a monthly stipend as determined by the Board of Directors.
6. There are no term limits for officers.
7. The Past President will be the last former President who is in an AASD-represented position and is available and willing to serve.

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

### **President**

1. The President shall act as Chairperson of the Executive Board and Board of Directors.
2. The President, in conjunction with the officers, shall prepare and submit, at the June meeting of the Board of Directors, a written, annual evaluation of the Executive Director during a closed session. The evaluation shall become part of the Executive Director's personnel file.
3. The President, or designee, shall attend all ACSA Region 18 meetings, CAUSA meetings, AASD meetings with the Superintendent and Board of Education members, and other major AASD and ACSA events.
4. The President may submit articles to AASD Updates.

5. Upon completion of term, the President will fill the position of Past President and serve on both the Executive Board and Board of Directors if the individual is in an AASD-represented position and is available and willing to serve.

#### **Vice President-Certificated and Vice President-Classified**

1. The Vice Presidents will assist the President in the work of the Association.
2. The Vice Presidents shall serve as President Pro Tem (rotating as necessary).
3. If the President's position becomes vacant, the Vice Presidents will confer and determine which one is willing and able to complete the remainder of the President's term. If both wish to assume the role of President, the Executive Board will vote by secret ballot to determine which Vice President will complete the term. If neither Vice President is willing and able to accept the President position, the Executive Board will vote by secret ballot to appoint a President from the members of the Executive Board.
4. The Vice Presidents will rotate attendance at CAUSA meetings, if necessary.
5. The Vice Presidents will attend all AASD meetings with the Superintendent and Board of Education members.

#### **Secretary/Treasurer**

1. The Secretary/Treasurer shall keep accurate records of the proceedings of all meetings of the Executive Board and the Board of Directors.
2. Within one week, copies of all minutes will be emailed to the AASD Office Manager for distribution to the Board of Directors.
3. The Secretary/Treasurer will Chair the Finance Committee.
4. The Secretary/Treasurer will review with the Finance Committee a written financial report, prepared by the AASD office manager, on a quarterly basis.
5. In the absence of one of the AASD staff signatories, the Secretary/Treasurer will sign checks drawn on the accounts of the Association. The Secretary/Treasurer or President will sign all checks drawn on the accounts of the Association to reimburse AASD staff members.

#### **Past President**

1. The Past President will assist the President and the Executive Board in the work of the Association.
2. The Past President may attend CAUSA meetings, meetings with the Superintendent, Board of Education members and any other meeting as necessary.

### **ARTICLE X – ELECTIONS**

1. All Officer and Board of Directors candidates must be members in good standing or members in good standing (PMA) of AASD with the exception of the committee co-chairs for the



Professional Development, Scholarship and Member Relations Committees who may be members in good standing, members in good standing (PMA) or retired members.

2. All Officer Candidates must have one year current or prior experience as a member of the Board of Directors.
3. In March of the odd numbered years, the Executive Board shall solicit nominations for vacant Officer positions.
4. Each April, the Executive Board shall solicit nominations for vacant Board of Directors positions.
5. During April of the even numbered years, the Executive Board shall solicit nominations for vacant Committee Co-Chair positions.
6. During April of the even numbered years, the Executive Board shall solicit nominations for vacant Health and Welfare Committee positions.
7. Self-nominations are permitted.
8. Ballots for Officer candidates shall be distributed via electronic means during April of the odd numbered years.
9. Ballots for Board of Directors candidates shall be distributed via electronic means.
10. All elections for positions on the Board of Directors shall be held by electronic ballot with members in good standing and members in good standing (PMA) voting only within their specific representative category.
11. Election Committee members (3) shall be appointed by the Executive Board prior to elections.
12. Election Committee members shall not be candidates or current members of the Board of Directors.
13. Election Committee members shall be responsible for review of all ballots.
14. Immediately following elections, the Election Committee members, under the supervision of the AASD Executive Director, shall retire to a secure area and count all ballots.
15. In the event of a tie, and barring the voluntary withdrawal of a candidate, the candidates will draw straws in the presence of the Executive Director and the President, or designee, to determine the successful candidate.
16. Election Committee members shall verify and sign vote counts.
17. Ballots and vote counts shall be impounded by the AASD Executive Director and remain secured for two (2) years at the AASD office and available for any challenges.
18. Results will be published via email within 48 hours following elections.
19. Following the publishing of results, candidates wishing to challenge results must submit a written request to the AASD office within five (5) workdays.

20. Election Committee members shall investigate any written request and make appropriate recommendations to the Executive Board, who shall have the final say regarding election challenges.

## **ARTICLE XI – VACANCIES**

1. If a vacancy occurs in the office of President before that candidate assumes office, a new election shall be held.
2. If a vacancy occurs in the office of President after he or she assumes office, it shall be filled by one of the Vice Presidents until the next regular election (See Article IX).
3. If both Vice Presidents are unwilling or unable to fill the position of President, the Executive Board may select a replacement from the Executive Board to serve until the next regular election.
4. If a vacancy occurs during the year in the office of Vice President-Certificated, Vice President-Classified, and/or Secretary/Treasurer, the Executive Board shall select replacements from the Executive Board to serve until the next regular election.
5. Vacant Board of Director positions that occur during the year shall be filled through appointment by the Executive Board through the remainder of the term.

## **ARTICLE XII – GENERAL MEMBERSHIP MEETINGS**

1. General or Emergency Membership Meetings may be called by the President, a majority vote of the Board of Directors, or upon receipt by AASD of a petition signed by at least 20% of the membership.
2. Members shall be notified of General Membership Meetings at least five (5) workdays in advance.
3. Members shall be notified of Emergency General Membership Meetings at least twenty-four (24) hours in advance.
4. The AASD annual event held in June each year will be considered a membership meeting, if needed.

## **ARTICLE XIII – FINANCES**

1. The fiscal year shall be October 1 through September 30.
2. Within 60 days after the end of the fiscal year, a detailed written financial report shall be prepared by the Finance Committee. The report shall be presented at a Board of Directors meeting.
3. Prior to the September Board of Directors meeting, the AASD Finance Committee will submit a proposed budget to the Executive Board for its review.

4. At the regular September Board of Directors meeting:
  - a. The Executive Board will submit the proposed budget, along with any revisions, to the Board of Directors for its approval.
  - b. The Executive Board shall also recommend to the Board of Directors, for its approval, any changes to the amount of annual dues for the following year.
5. Each October, a final budget will be made available for members' inspection in the AASD office.
6. The Executive Director and/or Office Manager shall sign checks as needed to pay for the operation of AASD as budgeted.
7. The Secretary/Treasurer shall also be a signatory on checks and shall be available to sign in the event the Executive Director or Office Manager are not available.
8. The Secretary/Treasurer shall be a secondary signatory on all checks reimbursing any AASD Staff.
9. AASD shall provide a surety bond for the AASD staff.
10. Within 60 days after the end of the fiscal year, a financial statement review shall be conducted by a professional Public Accountant during the odd-numbered years.
11. At the direction of the Executive Board, a financial statement review may be conducted each time a staffing change is made of the Office Manager and/or Executive Director.

## **ARTICLE XIV - TERMS AND DUTIES OF STANDING COMMITTEES**

### **General**

Each committee will have co-chairs consisting of one classified and one certificated chairperson. The committee co-chairs are elected and are voting members of the Board of Directors. Committee co-chairs will report and make recommendations during the Board of Directors meetings. Standing committee membership is comprised of those members in good standing, members in good standing (PMA), affiliate members or retired members who volunteer for a specific committee. Committees are expected to develop or modify their own standing rules, committee objectives and plans for action.

Committee Co-Chairs shall prepare and provide written minutes for the monthly Board of Directors meeting. Each committee is expected to follow all constitutional bylaws, standing rules and provisions. Standing Committees shall assume duty on July 1. (See exceptions below for the Bargaining Teams).

### **Exceptions**

The President shall appoint members in good standing or members in good standing (PMA) to the bargaining team annually on July 1.

The Retiree Network committee is exempt from the requirement to have certificated and classified co-chairs.

## **Bargaining Teams**

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

### **Finance Committee**

The committee shall be chaired by the Secretary/Treasurer and shall consist of two (2) members of the Board of Directors and a minimum of two (2) members in good standing, members in good standing (PMA) or retired members. Between the months of June through August, the Finance Committee shall work with AASD staff to prepare a preliminary budget to be submitted to the Executive Board for review and to the Board of Directors for approval at the regular September meeting (refer to Article XIII). In addition to duties outlined in Article XIII, the Finance Committee shall monitor the overall finances on a regular basis.

### **AASD Health and Welfare Benefits Committee Representatives**

1. The President's designee from the Board of Directors shall represent the association on the District/Union Health & Welfare Benefits Committee. The President shall select the designee each July 1 for a one-year term.
2. Two (2) additional representatives to the District/Union Health and Welfare Benefits Committee will be elected during the even numbered years during the May election period, one from classified and one from certificated. The Executive Director will also serve on the Health and Welfare Benefits Committee.
3. The representatives are responsible for reporting to the Board of Directors and working in conjunction with the Bargaining Team on items related to health and welfare benefits.
4. The representatives will work to obtain optimum programs in the areas of health and welfare benefits for AASD members and retirees.
5. The representatives will represent AASD on any District committee in which health and welfare benefits will be studied.
6. The Health and Welfare Benefits Committee representatives must have an in-depth knowledge of the collective bargaining agreement in terms of health and welfare benefits.
7. Vacancies created by resignation or inability to serve shall be filled by appointment by the President.
8. The President, with a 2/3 vote of the Board of Directors, may remove a member of the Health and Welfare Benefits Committee.

**Professional Development Committee** (Co-Chair may be a member in good standing, member in good standing [PMA] or a retired member)

The Professional Development Committee is responsible for encouraging continued growth of professional competence, including conferences and workshops for supervisors and shall:

1. Seek from membership, concerns regarding professional growth that affect them as leaders including operations, curriculum, instruction, technology and human resources skills.
2. Provide AASD representation to District committees involving professional development and facilitate two-way communication between the District and AASD membership.
3. Advise the Board of Directors on all professional development matters.

4. Provide the membership with current information regarding professional development.
5. Oversee the Professional Growth Matching Fund.
6. Develop guidelines whereby members can be reimbursed for professional development.
7. Solicit, Review, Approve and Deny reimbursement requests from members.

**Member Relations Committee** (Co-Chair may be a member in good standing, member in good standing [PMA] or a retired member)

The Member Relations Committee is responsible for fostering positive relations within the Bargaining unit and shall:

1. Identify members with skills who may be willing to assist with special projects as needed.
2. Work with AASD staff in planning of special events and member benefits.
3. Promote and organize participation in activities designed to improve member relations.
4. Design and coordinate an AASD member recognition program.
5. Assist with the New Member Welcome program.
6. Coordinate fundraising events/activities that benefit school sites/students.

**Scholarship Committee** (Co-Chair may be a member in good standing, member in good standing [PMA] or a retired member)

The Scholarship Committee is responsible for providing opportunities for AASD to provide scholarships to graduating seniors and shall:

1. Design and coordinate a scholarship program that benefits the membership of AASD and others.
2. Coordinate fundraising events/activities to provide meaningful scholarships.

**Political Action Committee** (Co-Chair may be a member in good standing or a member in good standing [PMA])

The Political Action Committee may review/research and elect to endorse federal, state or local public candidates, bond measures or propositions.

1. The PAC will make recommendations for endorsements and/or political activity to the AASD Board of Directors for approval.
2. The PAC may elect to hold candidate forums or AASD member feedback sessions as approved by the AASD Board of Directors.
3. The PAC will not make any monetary endorsements.

4. The PAC will consist of a co-chair from classified and a co-chair from certificated. There will also be one classified Executive Board representative and one Certificated Executive Board representative appointed by the Executive Board. In addition, there will be other committee members who are either members in good standing, members in good standing (PMA), retired members or affiliate members.

### **Retirees Network**

The Retirees Network will meet on a monthly basis and may assist the standing committees as needed. It shall be responsible for notifying the Office Manager for purposes of sending tokens of sympathy to ill or bereaved members; sending congratulatory notes to members upon happy events; recognizing retirements; and performing such other services as the President may direct. The Retiree Network is tasked with encouraging donations and expansion of the AASD Scholarship Fund.

The Retirees Network shall facilitate and hold an election during the month of May in even numbered years to elect a chairperson(s). The chairperson(s) will serve on the Board of Directors as a voting member; however, they will be allowed only one vote.

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

### **General**

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

### **Other Representatives**

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

## **ARTICLE XVI – AASD STAFF**

### **Executive Director**

An Executive Director shall be employed by the Board of Directors for such contract periods as are mutually agreed upon by the Executive Director and Board and under such conditions of employment as are stipulated in the contract and description of the position for Executive Director.

Nothing herein shall preclude the AASD Board of Directors from designating an Executive Board member to also act as Executive Director of AASD.

The Executive Director shall report to and take direction from the Officers of AASD and the AASD Board of Directors. In the event that the President is also serving as the Executive Director, the Executive Board shall be responsible for providing direction/supervision.

Under the direction of the AASD President, manage and administer the day-to-day business operations of the AASD office including:

1. Responsibility for ensuring that appropriate expenditures are approved by the Board of Directors and that expenditures are within budget.

2. Closely monitor the AASD budget and oversee preparation of appropriate documents and reports to be presented to the Board of Directors.
3. Serve as AASD's chief negotiator including planning, organizing, coordinating, and implementing direction from the AASD Board of Directors.
4. Interpret collective bargaining contract language and provide guidance to the AASD Officers, Board of Directors and all members of AASD in matters relating to collective bargaining.
5. Investigate all possible contract violations and file appropriate grievance paperwork in conjunction with the negotiated grievance procedure.
6. Represent AASD and its members in all phases of the grievance process.
7. Represent AASD members at any discussion, meeting, conference or hearing related to disciplinary matters. Counsel AASD members on matters related to employment, the grievance procedure, disciplinary matters or other appropriate topics.
8. Provide advice and guidance to all AASD Officers, Board of Directors and AASD members in matters related to labor relations contract compliance, interpretation, administration and related laws, policies, procedures, and AASD Bylaws.
9. Assist the Board of Directors by developing and presenting annual goals for AASD.
10. Carry out the goals of AASD.
11. Represent AASD in discussions, meetings and hearings with the Public Employment Relations Board (PERB).
12. Plan and coordinate in-service training for AASD Officers, Board of Directors and AASD members in the collective bargaining agreement and other pertinent matters.
13. Recommend to the Board of Directors changes to the AASD Bylaws. Coordinate revisions of the Bylaws.
14. Take and carry forth direction from the President, Officers and Board of Directors in all matters related to AASD including public relations and/or the media inquiries.
15. Attend AASD Executive Board, Board of Directors or AASD Committee meetings, as determined by the President.
16. Attend District committees, Board of Education meetings and other AASD meetings (such as CAUSA or ACSA) at the direction of the President.
17. Assist and act as a resource to the Finance Committee in preparation and administration of the annual budget for AASD.
18. Supervise, train, and evaluate the performance of the AASD office staff.

### **Office Manager**

An Office Manager shall be employed by the Board of Directors for such contract periods as are mutually agreed upon by the Office Manager and Board of Directors and under such conditions of employment as are stipulated in the contract and description of the position including:

1. Act as an office manager for AASD including receptionist duties; coordination of all incoming and outgoing paperwork/mail/telephones; maintenance of office files; inventory and ordering of office supplies;
2. Key operator for office equipment including copier and telephone systems; and primary liaison with the property management company.
3. Take calls from members and provide necessary information regarding AASD, the collective bargaining agreement language, AASD Bylaws, and other AASD-related questions.
4. Responsible for budget administration for AASD including processing of all accounts payable/receivables; generating invoices and tracking for payment; balancing and reconciliation of bank statements; generating and issuing checks for payment; providing information to and coordination of payroll with third party administrator; preparation of monthly reports for the Board of Directors; and performing a wide variety of accounting functions.



5. Serve as a resource to the AASD Finance Committee in all aspects of developing, maintaining and monitoring AASD's annual budget.
6. Maintain and update all membership records including receipt of the dues check from the District; reconciliation of the monthly dues report from the District; interaction with the District's Payroll Department to resolve any discrepancies; updating of the AASD membership databases; and interface with State ACSA to resolve any membership/charter issues.
7. Coordinate travel and/or meeting arrangements for the Executive Director and AASD Officers/Board of Directors or any member representing AASD at a function/meeting.
8. Make arrangements for AASD professional development activities/conferences, professional organization meetings/conferences and/or AASD social activities including locating a site for the event, arranging catering, tracking attendees, payment disbursements and other administrative detail.
9. Develop, prepare and distribute materials for the Executive Board and Board of Directors; AASD flyers, newsletters and other communications.
10. Make updates to the AASD website and coordinate any information technology related activities.
11. Provide information to the District's Communications Department for the District's website.
12. Attend meetings as required by the Executive Director.
13. Coordinate the purchase and sales of movie tickets, candy certificates and other discounted items offered by AASD.

### **Office Clerk**

An Office Clerk shall be employed by the Board of Directors for such contract periods as are mutually agreed upon by the Office Clerk and Board of Directors and under such conditions of employment as are stipulated in the contract and description of the position including:

1. Receive assignments from and provide general clerical assistance to the AASD staff and the Officers/Board of Directors.
2. Take calls from members and provide necessary information regarding AASD, the collective bargaining agreement language, AASD bylaws, and other AASD-related questions.
3. Under the direction and supervision of the Office Manager, maintain and update all membership records from the District; reconciliation of the monthly dues report from the District; interaction with the District's Payroll Department to resolve any discrepancies; updating of the AASD membership databases; reconciliation of AFSA membership; and interface with State ACSA to resolve any membership/charter issues.
4. Under the direction and supervision of the Office Manager, make travel and/or meeting arrangements for the Executive Director and AASD Officers/Board of Directors or any member representing AASD at a function/meeting.
5. Under the direction and supervision of the Office Manager, make arrangements for AASD professional development activities/conferences, professional organization meetings/conferences and/or AASD social activities including locating a site for the event, arranging catering, tracking attendees, payment disbursements and other administrative detail.
6. Assist the Office Manager to develop, prepare and distribute materials for the Executive Board and Board of Directors; AASD flyers, newsletters and other communications.
7. Under the direction and supervision of the Office Manager, make updates to the AASD website and coordinate any information technology related activities. Provide information to the District's Communications Department for the District's website.
8. Attend meetings as required by the Executive Director.
9. Under the direction and supervision of the Office Manager, sell movie tickets, candy certificates and other discounted items offered by AASD.
10. Perform related duties as assigned by the Executive Director, Office Manager, or the Officers/Board of Directors.

## **ARTICLE XVII - STANDING RULES**

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

1. At the beginning of the term of office, each member of the Board of Directors shall be given a copy the Constitution/Bylaws and shall be responsible for making a thorough study of the document.
2. Transportation costs of AASD members and AASD staff traveling outside the district for approved activities, when authorized by the Board of Directors, or, in emergency situations by the President, shall be reimbursed as follows:
  - a. Actual cost of airline, railroad or bus transportation when used.
  - b. When a private automobile is used for transportation, reimbursement for mileage shall be at the standard rate published by the Internal Revenue Service (IRS).
3. The President and AASD staff shall be able to attend all AASD functions at no cost.
4. In determining whether the Board of Directors will respond to requests from individuals or organizations for financial contributions, the following criteria will be used as guidelines:
  - a. AASD budget impact.
  - b. The project or request must be of a nature that complements the goals of AASD and is non-partisan in nature.
5. All records of AASD and its committees shall be held on file for a period of five (5) years.
6. Exceptions:
  - a. Records of historical importance should be held as permanent historical documents. Bank records are to be held for seven (7) years.
  - b. Electronic copies of meeting minutes shall be kept on a separate storage device and updated after each meeting in case the minutes are lost, or not available.
  - c. All computer files shall be backed up regularly and storage devices are to be held in a safe and secure manner.

## **ARTICLE XVIII - LEGAL ASSISTANCE FOR MEMBERS IN GOOD STANDING**

### **Guidelines**

In the event that any member in good standing of AASD needs assistance involving an ethical question or a legal question such as breach of employment contract, tenure rights, dismissal, demotion, salary policy disputes, suspension, criminal charges related to the performance of professional duties, where professional legal assistance may be warranted, he or she shall be referred to the Executive Director for assistance.

Members in good standing (PMA) are exempt from Article XVIII as they receive legal services through their PMA/PORAC membership.

### **Preliminary Consultation**

Most member issues can be resolved through administrative remedies. However, if the member in good standing's situation requires legal counsel, as recommended by the Executive Director and approved by the President, the Executive Director is authorized to provide access to consult with AASD's contracted attorneys under the following conditions:

1. The member in good standing may receive up to two (2) hours of direct legal consultation at no charge to the member in good standing.
2. When the issue involves more than one qualified member in good standing, fifteen (15) additional minutes per member in good standing may be authorized.

It may also be appropriate to refer the member to AFSA for legal benefits provided by that entity as part of AFSA membership.

In situations where representation is needed for member-to-member disputes, the Executive Director may recommend to Executive Board and arrange qualified third-party representation.

### **Further Legal Assistance**

If legal assistance beyond the initial two (2) hours is necessary, as recommended by the Executive Director and approved by the Executive Board, further legal assistance of up to a total of two (2) additional hours may be authorized for a member in good standing.

It may also be appropriate to refer the member to AFSA for legal benefits provided by that entity as part of AFSA membership.

### **Protracted Legal Assistance**

The Executive Director may determine that a member in good standing's case has such exceptional significance to AASD that the allocation of AASD funds beyond four (4) hours is appropriate and necessary. In such cases, the Executive Director shall make a recommendation to the Executive Board for additional funds. The Executive Board may approve additional funds under the following conditions:

1. The member in good standing and AASD shall share equally in the cost of the next three thousand dollars (\$3,000) in contracted attorney's fees.
2. The member in good standing shall make arrangements with the contracted attorney to pay his or her share of fifty percent (50%), directly to the contracted attorney.

3. At the member in good standing's discretion, he or she may make arrangements with AASD's contracted attorney to pay one hundred percent (100%) of the legal fees beyond the maximum amount approved by the Executive Board.

It may also be appropriate to refer the member to AFSA for legal benefits provided by that entity as part of AFSA membership.

#### **Attorney Fees for AASD**

The Executive Board shall have the sole authority to hire an attorney for any such matters that fall within the scope of collective bargaining, such as costs associated with negotiations, PERB, hearings, and additional related costs.

#### **Legal Contingency Reserve**

In the annual budget, the Finance Committee shall recommend to the Executive Board an amount sufficient to establish a legal contingency reserve.

#### **Access to Legal Contingency Reserve**

When it is determined that it is necessary to access the funds in the Legal Contingency Reserve, the Executive Director shall make a request to the Executive Board, who shall then approve or disapprove. If the amount requested is in excess of \$25,000, approval of the Executive Board and the Board of Directors will be required. If the appropriate approvals are granted, the Executive Director shall be authorized to transfer funds to the AASD general checking account.

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

Amendments to the Constitution & Bylaws may be proposed and approved by a majority vote of the Board of Directors.

Full Contract Collective Bargaining Agreements for certificated or classified groups shall require ratification by a majority (50% + 1) vote of the responding members in good standing and members in good standing (PMA) of those constituent groups.

### **ARTICLE XX – COMPLAINT PROCEDURE**

#### **Complaints**

Any member in good standing or member in good standing (PMA) may file a complaint against a director, officer, member of the Board of Directors or AASD staff for:

1. Violating any provision of these Bylaws;
2. Gross disloyalty or conduct; or

3. The wrongful taking or retaining of money, books, papers, records, or any other property belonging to AASD, or the wrongful destruction, mutilation or erasure of any books, papers, records, bills, receipts, vouchers, or other property of AASD.

Complaints against any director, officer, member of the Board of Directors or AASD staff shall be filed in writing with the President who shall deliver a copy of the complaint to the person against whom the complaint was filed, either in-person or by certified U.S. Mail, directed to the last known address of the person, within ten (10) work days. Complaints against the President shall be filed in writing with a Vice-President.

### **Review of Complaint**

The Officers shall review the evidence and shall conduct an investigation.

1. Should an officer be the person against whom a complaint was filed, that officer shall not act as part of the reviewing body.
2. If the complaint or any portion thereof is sustained, within ninety (90) days, the President shall render judgment in writing and impose appropriate action.
3. If the complaint is not sustained it shall be dismissed.

### **Actions**

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

### **Appeals**

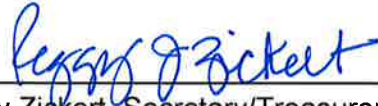
1. The appeal of any decision of the Officers regarding complaints may be taken to the next regular or special meeting of the Executive Board.
2. Such an appeal shall be filed in writing with the President within five (5) calendar days of the decision of the Officers on the complaint.
3. When such appeals are pending, the appealed decision of the Officers on the complaint shall remain in full force and effect.
4. Review of the appeal shall be limited to the original complaint.

5. The action of the Executive Board, where the appeal is made, shall be final and binding on all parties.
6. Every person who has filed a complaint or had a complaint filed against him or her should exhaust all remedies provided for in these Bylaws and should not file or prosecute any action in court, tribunal or other agency until those remedies have been exhausted.

These Constitution & Bylaws are amended and adopted by the AASD Board of Directors assembled in San Diego, California, this 18<sup>th</sup> day of September 2019.



Jolie Pickett, President



Peggy Zickert, Secretary/Treasurer



Jeffrey Thomas, Vice President – Classified



Scott Thomason, Vice President – Certificated



Juan Romo, Past President

Reviewed By:



Donis Coronel

Executive Director