

## **ACE Bylaws Modified by the Council May 21, 2009**

### **ARTICLE I. Membership**

#### **Section 1**

Upon appointment to a supervisory/management position, an Association of College Educators member shall be automatically terminated from Association membership.

### **ARTICLE II. Council**

#### **Section 1**

Election of Council representative positions will take place normally in the spring semester prior to the end of the representatives' term.

A call for election of Council representatives will be sent to all faculty members on or about the sixth week but not later than the eighth week in the semester. This announcement will be distributed to all faculty members via email, printed and distributed to mailboxes, and placed on the ACE web page.

Each interested candidate will have 10 working days to submit an application which includes a platform statement and signatures (along with the printed names) from ten ACE members. All platform statements will be distributed to all faculty members via email, printed and/or distributed to mailboxes, and placed on the ACE web page.

A signature paper ballot system will be used.

If the candidate is unopposed, a vote shall still be taken. In order to fill the vacant seat, the candidate must be approved by a majority (greater than 50%) of the votes cast by the members of that college. If the candidate is not approved by a majority, the seat will remain open for another election.

#### **Section 2**

In the event that a Council representative vacates his/her position before the end of his/her term of office, this vacancy shall be filled for the remainder of the term by a special election. The election process will begin within 20 instructional days of the primary semester of the vacancy and it will follow the process as in Section 1 (except for specific dates).

If an unopposed candidate is not approved then the election process will begin within 20 instructional days of the primary semester of the vacancy and it will follow the process as in Section 1 (except for specific dates).

#### **Section 3**

If an associate faculty representative does not fulfill a contract for two (2) consecutive regular academic semesters, then that seat becomes vacant and the election process will be followed.

#### **Section 4**

The terms for the President and Vice-President will begin with the last day of the spring semester following their election. Selection of the President and Vice-President shall be conducted during the first scheduled meeting in May.

#### **Section 5**

Council representatives' terms will normally begin the last day of the spring semester. The newly elected representatives will be invited to attend the last two (2) regular spring semester meetings.

If the representative is filling a vacated position as described in Article II, Section 2 then their term will begin immediately upon election.

#### **Section 6**

ACE will investigate any claim of improprieties with substantiated evidence in any part of the election process. All investigation will be under the direction of the Executive Secretary. The ACE Council may then determine by majority (greater than 50%) vote of the representatives that an election is invalid or that a candidate be disqualified. If an election is declared invalid then a new election will be held according to Article II, Section 1.

#### **Section 7**

The process for considering formal charges against any Council representative or person serving in any ACE-appointed position shall be as follows:

1. Any member of the Council may present evidence that a Council representative or person serving in an ACE-appointed position has committed a material breach of the ACE Constitution or Bylaws to the Council.

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2. Whenever such evidence is presented, the Council will make a preliminary determination as to whether the evidence merits a formal investigation and shall record its vote in the minutes.
3. All members of ACE and the Council, and all persons serving in ACE-appointed positions, are expected to abide by the Constitution and Bylaws. Members who disagree with the Constitution and/or Bylaws may propose changes and amendments but may not violate the Constitution and Bylaws. Differences of opinion as to the Constitution and Bylaws, and other matters affecting the good and welfare of the Association, shall not be grounds for formal charges, so long as the member complies with the Constitution and Bylaws.
4. If the Council votes to conduct a formal investigation, the ACE President will appoint, with Council's approval, a non-voting Council member, or an ACE member, to investigate the allegations and gather evidence. This evidence will be presented in writing at the next scheduled Council meeting, in closed session, but no more than 14 days from the original approved motion, unless an extension may be granted by the ACE President because the evidence cannot be gathered within 14 days.
5. A report of the investigation will be presented to the Council and approved by formal vote recorded in the minutes. The report shall find that the evidence supports the allegations or does not support the allegations.
6. If the report finds that there is sufficient reason to believe that the person in question committed a material breach of the Constitution or Bylaws, the Council may bring formal charges to censure, suspend or remove the person from office, or from an ACE-appointed position, or take other appropriate action.
7. If the Council votes to bring formal charges, a copy of the report and supporting evidence shall be provided to the person in question, and the person shall be notified of their right to respond to the formal charges and present evidence and information to the Council in their own defense, at a date, time and place specified in the notice. The date shall be within 14 days unless an extension is granted by the ACE President.
8. The Council shall consider the evidence and information provided by the accused person in closed session. The burden shall be on ACE to show that the evidence supporting the charges is accurate and believable. ACE may appoint a representative to present evidence to the Council, or may ask the person who presented the report to do so, or may rely only on the report and supporting evidence.
9. The accused person shall have the right to present written and verbal evidence and the right to present and cross-examine witnesses. There is no power to subpoena documents but both sides shall provide relevant documents to the other side. Notarized statements shall be acceptable but are less valuable than witnesses who give live testimony and can be cross-examined. There shall be no right to be represented by counsel but the ACE President may, at his or her discretion, allow the accused person to have a non-legal representative. Minutes of the proceeding shall be maintained, but a verbatim transcript shall not be required. Tape recording is permissible but not required.
10. After the accused person has had an opportunity to present their defense, the Council may consider any other relevant evidence. The Council shall then deliberate, in closed session out of the presence of the accused person, and take a closed ballot vote.
11. If the accused person is a Council representative, he or she shall not vote.
12. If the Council votes to remove the accused person from his or her position, the position will be considered vacant, and the appropriate election/appointment process will be invoked.
13. A person who has been removed from a position shall be ineligible from holding any ACE elected or appointed position for two (2) years.
14. If the Council suspends the accused person, the suspension shall start immediately.
15. If the individual is vindicated, there will be no retrial on the specific offense, and the person shall suffer no other detriment relating to the charges.
16. The Council will report to the general membership on the report of the proceeding.

### **ARTICLE III. Council Meetings**

#### **Section 1**

Regular Council meetings may be called by any of the following:

- President or Vice President of the Association
- the chief negotiator
- two (2) Council representatives.

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## **Section 2**

At any Council meetings, a quorum shall be not less than 50 percent of the Council representatives.

## **Section 3**

For special meetings:

1. The Council shall decide the time and location of a special general Association meeting.
2. The Council shall give notice of the time and place of special meetings, preferably one (1) week in advance but not less than 24 hours in advance.
3. No action by the Council shall be taken at such meetings.
4. These meetings will follow Robert's Rules of Order and be chaired by the ACE President or appointed designee.
5. Ten petitioners must be in attendance before the meeting is called to order. If this number is not met then the meeting will proceed as an open forum and items #3 and #4 listed above will be followed.

## **Section 4**

Unless otherwise provided for in the Association of Certification Educators Constitution and Bylaws, all meetings shall be conducted according to Roberts Rules of Order.

## **Section 5**

The Council will meet at least twice a month during the academic year. The President, with the assistance of the Executive Secretary, will be responsible for the establishment of the agendas.

Council representatives are required to attend all Council meetings. If a Council representative misses two (2) unexcused consecutive meetings or a total of three (3) unexcused meetings per semester, then they are subject to removal from the Council via the process as outlined in Article II Section 8.

## **Section 6**

The Council may meet if necessary during the summer months in order to conduct the business of the Association.

## **Section 7**

Closed meetings of the Council will include the Council representatives and invited guests of the President or designee.

## **Section 8**

The President has the authority to conduct a telephone or electronic vote for time sensitive issues. The President must follow procedures outlined in Article 4 Section 1 of the Constitution.

## **Section 9**

Grievances and personnel issues will be discussed in general terms only during ACE Council closed meetings. Confidentiality is mandatory. All discussions shall exclude any identification of individuals, place of employment, and/or academic area unless given permission by the grievant or the Council.

## **Section 10**

At the end of each closed Council meeting the Council will determine by a majority vote the information/topics that will be disseminated outside of the closed meeting.

## **Section 11**

The Executive Secretary shall maintain the only official copy of the detailed minutes of closed Council meetings. Summary minutes of closed Council meetings will be provided to the Council. Closed meeting minutes shall not be shared/distributed with anyone outside of the Council.

## **ARTICLE IV. Appointed Positions**

### **Section 1**

The Council shall establish and make appointments to the following ACE positions. Each appointee will report directly to the Council.

- Budget Analyst
- Executive Secretary
- Grievance Officer-FSA Specialist (one per college)
- Negotiators

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Newsletter Editor  
Authorized Note Taker for negotiations  
Treasurer  
Webmaster

## **Section 2**

All openings for Council appointed positions and committees will be announced via email, and/or announced in the newsletter and/or distributed to mailboxes, and/or placed on the ACE web page on an as- needed basis and appointments will be made accordingly.

- Faculty members interested in the Council-appointed positions will submit a statement of interest to the ACE Executive Secretary and the Council will arrange to interview these candidates. The individual who receives a majority (greater than 50%) vote of the Council representatives will be appointed to the position.
- Each appointee will serve three (3) years.

## **Section 3**

- Negotiators shall serve during the negotiations of an entire contract. Once a completed contract has been voted on and accepted by the faculty, then a new negotiating team will be formed at least one semester prior to the beginning of negotiations for the next contract. Members from the prior negotiating team may apply to serve on the next team.
- If two distinct negotiation teams exist at the same time then the team for the new contract will be compensated at an hourly rate with appropriate documentation.
- Contract Administration shall be handled by the negotiating team that is currently in negotiations. They will continue in this role until the contract is completed, voted on and accepted by the faculty.

## **Section 4**

Appointees may attend council meetings or upon request of the President and shall be compensated as deemed appropriate by the Council.

## **Section 5**

The Council shall have the power to replace any appointee by a majority (greater than 50%) vote of the Council representatives.

## **Section 6**

There shall be one (1) Chief Negotiator, selected by the negotiating team and approved by a majority (greater than 50%) vote of the Council representatives. Each college will have an equal number of full-time faculty negotiators on the negotiating team. The negotiating team shall consist of full-time faculty negotiator(s) (one of whom shall be the Chief Negotiator), authorized note taker (when required), and include one (1) or more part-time negotiator.

The ACE Council has the option to contract out for these services.

## **Section 7**

The official ACE agent for grievances will be the appointed Grievance Officers.

Under special circumstances, the ACE Council may appoint a special ACE agent for grievances.

The Grievance Officers shall work under the direction of the ACE President or appointed designee.

ACE Grievance Officers shall normally handle grievances for their respective colleges. However, upon consent of the ACE President, any grievance case can be referred from one college to the other.

## **ARTICLE V. Committees**

### **Section 1**

The Council shall make appointments to the following Standing Committees.

Profession Growth and Development (P.G. & D.)

Sabbatical Leave

Load

District Budget Advisory Committee (DBAC) (Budget Analyst attends)

The Council shall make appointments to the following Standing Committees.

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District Budget Advisory Committee (DBAC) (Budget Analyst attends)  
Load Committee  
Benefits Committee  
Profession Growth and Development (P.G. & D.) Committee  
Sabbatical Leave Committee  
Calendar Committee  
Other Contractual Committees

### **Section 1.1**

PGD, Sabbatical Leave and the Other Contractual Committees :

- Each appointee will be requested to serve two years
- The committee members shall serve for staggered terms. If all members are replaced at one time they will be assigned either a one or a two year term.
- The committee chair shall be determined by the committee members and the position of chair shall be rotated annually.

PGD & Sabbatical Leave Committees shall respond to faculty concerns and requests within two weeks of the request.

### **Section 2**

The ACE Council representatives may initiate, continue, or terminate special appointed committees as deemed necessary. This determination will be made by a majority (50% plus one) vote of the Council representatives.

### **Section 3**

On the last day of the school year, special appointed committees shall automatically be terminated unless continued by a majority (greater than 50%) vote of the Council representatives.

### **Section 4**

Bylaws governing standing committees shall apply to special appointed committees.

### **Section 5**

All committee actions shall be subject to final approval by the Council.

### **Section 6**

Standing committees shall be required to submit an annual report and a summary of recommendations to the Council at the end of each spring semester. Reports shall be submitted to the Executive Secretary electronically by the first week in April.

## **Article VI Compensation**

### **Section 1**

A stipend will be given to Council representatives and negotiators that attend the entire session of each regularly scheduled meeting. Reasonable exceptions will be considered on an individual basis. Council representatives and appointees shall notify the President and/or the Executive Secretary if they are unable to attend meetings.

### **Section 2**

Release Time and Compensation per semester:

1.0/Semester for President (0.9 for President plus 0.1 for Council representative)

0.2/Semester for Vice President (0.1 for Vice-President plus 0.1 for Council representative)

0.1/Semester for Council Representatives, plus \$50.00 per Council meeting attended.

0.2/Semester for Executive Secretary

0.4/Semester for Chief Negotiator (0.6 in full contract years), plus \$50.00 per Council meeting attended.

0.2/Semester for all other Negotiators (0.4 in full contract years), plus \$50.00 per Council meeting attended.

0.2/Semester for College Grievance Officer (FSA Specialist)

(Note: the above positions may request their compensation be in the form of a stipend.)

Stipend and Compensation per semester:

0.1/Authorized Note Taker (0.2 in full contract years)

0.1/Semester for Webmaster

0.1/Semester for Newsletter Editor

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- 0.1/Semester for Budget Analyst
- 0.067/Semester for Treasurer
- 0.2/Summer for Negotiator(s) (when required)
- 0.2/Summer semester for President

(Note: the number in front of the position is the amount of release time; the stipend will be based on this and the dollar amount based on the AF Salary Schedule Step 10. Also any associate faculty members in any ACE Council position are compensated by stipend.)

### **Section 3**

A substitute, hired to cover faculty duties for an ACE Council representative, negotiator or college grievance officer performing ACE business, shall be paid at Step 10, Column A of the Associate Faculty hourly schedule.

### **Section 4**

Compensation for Additional Projects and Assignments

Compensation shall be paid to Council representatives, negotiators, grievance officers, and other ACE representatives for ACE related project work beyond their normal reassigned time and compensation. All projects and assignments shall be approved by a majority (50% plus one) vote of the ACE Council prior to the commencement of any project assignment. All compensation, when requested, shall be paid on an hour-for-hour rate.

Under special circumstance, the ACE President may direct Council representatives, negotiators, grievance officers, and other ACE representatives to perform ACE related work projects beyond their normal reassigned time and assignment. This work shall be limited to only special circumstances that require the immediate attention and/or action by the ACE Council. All project assignments shall be approved by a majority (50% plus one) vote of the ACE Council prior to disbursement of any compensation. All compensation, when requested, shall be paid on an hour-for-hour rate.

An accounting of all hours worked must be submitted to the Executive Secretary prior to review by the ACE Council.

### **Section 5**

Contractual Services

The ACE Council may contract out for appropriate support services in union matters.

The Council may compensate these individuals or services in whatever way it deemed appropriate and reasonable as established by a majority (50% plus one) vote of the ACE Council. Compensation for appropriate and documented ACE services, when requested, shall be based on an hour-for-hour rate and/or with a contractual agreement.

## **Article VII Changes to Bylaws**

### **Section 1**

Changes to these Bylaws shall be made in accordance with the provisions of Article IV, Section 4 of the ACE Constitution.

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