

COUNTY OF SAN DIEGO FILIPINO-AMERICAN EMPLOYEES' ASSOCIATION (CSDFEA) BYLAWS

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ARTICLE I. OFFICE

SECTION 1. NAME OF ASSOCIATION

The name of this Association shall be the County of San Diego Filipino-American Employees' Association, hereinafter referred to as the CSDFEA.

SECTION 2. PRINCIPAL OFFICE

The principal office of the CSDFEA shall be located at the County of San Diego, 1600 Pacific Highway, San Diego, CA 92101, or at another location which it may establish in the future.

ARTICLE II. PURPOSE AND OBJECTIVES

SECTION 1. VISION STATEMENT

A diverse and thriving workforce at all levels of the County of San Diego.

SECTION 2. MISSION STATEMENT

To be recognized as a leading Employee Resource Group in the County of San Diego by becoming a valuable resource for County employees and key partner to County departments and/or initiatives.

SECTION 3. VALUES STATEMENT

Unity, Volunteerism, Passion, Integrity

SECTION 4. PURPOSE AND OBJECTIVES

The purpose and objectives of the CSDFEA shall be:

- (a) **Cultural Awareness:** To preserve the Filipino culture and cultivate multi-cultural competence among County of San Diego employees.
- (b) **Recruitment/Retention/Outreach:** To build a strong network of members and assist the County in the recruitment and retention of a diverse workforce.
- (c) **Partnerships:** To be a valued partner to the County in achieving its strategic goals.
- (d) **Professional Development:** Prepare members for advancement and leadership positions within the County.

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ARTICLE III. MEMBERSHIP

SECTION 1. ELIGIBILITY

An individual who is committed to the purpose and objectives of the CSDFEA may apply for membership, in accordance with the provisions defined in ARTICLE III, SECTION 2.

SECTION 2. MEMBERSHIP CLASSIFICATIONS AND RIGHTS

- (a) **Regular Membership:** Extended to all County employees (permanent and temporary) regardless of age, disability, national origin, race, religion, or sex. Regular members shall be entitled to all rights and privileges, including the right to vote and hold office.
- (b) **Honorary Membership:** Extended to any person who is interested in and concerned with the needs of the CSDFEA and is not a County of San Diego or Superior Court employee. Honorary members require Regular member endorsement and Board resolution. Honorary members are entitled to vote but are ineligible to hold office.
- (c) **Organization Membership:** Extended to all organizations with a minimum of 20 members. The organization's bylaws shall be in accord with the CSDFEA's bylaws and shall be submitted along with a roster of members at the time of application. Membership shall require Board resolution.

SECTION 3. ADMISSION OF MEMBERS

Applicants who meet the above stated criteria shall be accepted as members upon full payment of the annual dues or contribution to the CSDFEA via the United Way.

SECTION 4. DUES

Annual membership dues shall be \$10 and may be waived if applicant contributes to the CSDFEA via the United Way. Dues are subject to change as determined by the Board.

SECTION 5. VOTING RIGHTS

- (a) **Eligibility to Vote:** Each member who is current on his/her dues is eligible to vote.
- (b) **Manner of Casting Votes:** Voting may be by ballot or as determined by the CSDFEA Board. Elections, however, shall be by official ballot only (via email, fax, or mail).
- (c) **Proxies:** Voting by proxy shall be prohibited.

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SECTION 6. TERMINATION OF MEMBERSHIP

Membership shall terminate upon the occurrence of any of the following events:

- (a) Member's voluntary termination of membership delivered by email to the President or Secretary of the CSDFEA.
- (b) Member's non-renewal of membership within thirty (30) days of the renewal notice.

ARTICLE IV. CSDFEA BOARD

SECTION 1. COMPOSITION

The CSDFEA Board, herein referred to as the Board, shall be composed of five (5) Officers and a minimum of four (4) members of the Board of Directors. The Officers of the CSDFEA shall be: President, Vice-President, Secretary, Treasurer, and Auditor. The immediate past President shall serve on the Board as one of the Directors until a new President is elected.

SECTION 2. DELEGATION OF AUTHORITY

The Board may delegate the management of any activity to committees, boards, or individuals provided that all activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

SECTION 3. CONFLICT OF INTEREST

When an Officer or Director has a financial or personal interest in any matter coming before the Board, the affected person shall fully disclose the nature of the interest and withdraw from voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested members determine that it is in the best interest of the CSDFEA to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention, and rationale for approval.

SECTION 4. REMOVAL & RESIGNATION

Any Officer or Director may be removed, for cause, by either a recommendation of a majority of the Board and ratified by a majority of the members present at any regular or special meeting. Actions constituting cause for removal are:

- (a) Misconduct in office.

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- (b) Misrepresentation of the CSDFEA or actions inconsistent with the purpose, objectives, and resolutions of the Board or the members of the CSDFEA.
- (c) Misappropriation of funds.
- (d) Termination from County service.
- (e) Voluntary inactivity from the CSDFEA functions.

Any member of the Board may tender resignation in writing to the President or Vice president at least three (3) days before effective date.

SECTION 5. VACANCIES

A vacancy in any office because of resignation, termination, or any other cause, may be filled by appointment of the Board, or by a Special Election to be called for this purpose, as the Board decides. The Officer or Director so appointed or elected shall serve for the remainder of the term of the Officer or Director that he/she replaces.

ARTICLE V. NOMINATIONS AND ELECTIONS OF OFFICERS AND BOARD OF DIRECTORS

SECTION 1. QUALIFICATIONS

Any Regular member of the CSDFEA, in good standing and has paid his or her annual dues, is eligible to serve as an Officer or Director of the CSDFEA.

SECTION 2. NOMINATION AND ELECTION PROCEDURES

- (a) Nominations shall be conducted in September of the election year and election shall be held in November. All newly elected Officers and Directors shall take office in January of the following year.
- (b) The Nomination and Election Committee shall follow the procedures for elections outlined below:
 - (1) Review application of nominees.
 - (2) Prepare the ballot of nominees.
 - (3) Ballots will be sent out to all members.
 - i. Each member organization, represented by its president or his/her representative, shall be entitled to cast one (1) vote.
 - (4) Elections shall be by official ballot only (via email, fax, or mail).

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- (5) Election of the Board shall be by a majority vote.
- (6) The results of the election shall be announced within thirty (30) days after the election.

SECTION 3. TERM OF OFFICE

- (a) Officers and Directors shall serve for two (2) years.
- (b) Officers and Directors are eligible for re-election. However, no Officer shall serve more than two (2) terms in the same office.

ARTICLE VI. DUTIES OF OFFICERS

SECTION 1. POWERS, DUTIES, AND RESPONSIBILITIES OF OFFICERS

- (a) The **President** shall:
 - (1) Manage and supervise the affairs and conduct the business of the CSDFEA.
 - (2) Have other powers and perform other duties as may be prescribed by the Board.
 - (3) Preside at all meetings of the members and the Board and ensure that all orders and resolutions of the Board are carried into effect.
 - (4) Empowered to act, speak for, represent, and conduct business on behalf of the CSDFEA, consistent with the goals and objectives, policies and other such directives of the Board or the members of the CSDFEA.
 - (5) Appoint Ad Hoc Committees and Chairpersons as needed.
 - (6) Have authority to negotiate all checks, drafts, notes, and other evidence of indebtedness of the CSDFEA.
 - (7) Coordinate with the Board the approval of all communications prior to dissemination to members.

- (b) The **Vice-President** shall:
 - (1) In the absence or disability of the President, perform all the duties of the President.
 - (2) Have other powers and perform other duties as may be prescribed by the President.
 - (3) Be responsible for the agenda of all meetings. This responsibility will include coordinating guest speakers, topics of discussion, and facilities.
 - (4) Submit the agenda to the President at least three (3) days prior to the meeting.
 - (5) Monitor the functions and activities of all Standing and Ad Hoc Committees and report the

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status to the President.

(c) The **Secretary** shall:

- (1) Be responsible for recording and maintaining a book of minutes of all meetings and actions of the Board and members.
- (2) Keep current membership records.
- (3) Send notices of all meetings of the members of the Board.
- (4) Have other powers and perform such other duties as may be prescribed by the President.
- (5) Responsible for the official correspondence of the CSDFEA.

(d) The **Treasurer** shall:

- (1) Be the chief financial officer of the CSDFEA and shall keep and maintain an itemized account and records of all receipts and disbursements.
- (2) Deposit all money in the CSDFEA's account and disburse the funds of the CSDFEA as ordered by the President or the Board.
- (3) Prepare and provide periodic financial reports to the Board and Officers.
- (4) Have authority to sign and negotiate all checks, drafts, notes, and other evidence of indebtedness of the CSDFEA.
- (5) Prepare financial annual report.
- (6) Submit annual income tax as required by the State and other regulatory agencies.

(e) The **Auditor** shall:

- (1) Audit all the books of accounts periodically and as required by the Board.
- (2) Examine the reports of the Treasurer and any financial activities of the CSDFEA.
- (3) Have access to the books and records of the Treasurer and Secretary at all reasonable times so that he or she can examine them.

ARTICLE VII. DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors, herein referred to as Directors shall:

- (a) Implement policies and procedures consistent with the Bylaws and Strategic Plan of the CSDFEA or the mandate of the membership, for the management and operation of the CSDFEA's business and affairs.

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- (b) Select and designate a bank or financial institution for depositing of the CSDFEA funds and prescribe the order, manner in which such deposits shall be made and/or withdrawn.
- (c) All actions of the Board must be voted upon and approved by a majority of the Board and ratified by a majority of the members in attendance at the meeting the action is presented.
- (d) Coordinate with the President, the approval of all communications prior to dissemination to members.
- (e) Carry out any such responsibilities as may be required under the California Nonprofit Corporation law or State or Federal laws, or such contractual requirements as may exist which affects the operation of the CSDFEA.

ARTICLE VIII. MEETINGS OF MEMBERS

SECTION 1. NOTICE OF MEETINGS

- (a) **Time of Notice:** The Secretary of the CSDFEA shall send a written notice of the meetings to each member not less than ten (10) days prior to the date of the regular meetings, and no less than seventy-two (72) hours prior to the date and time of any special meetings. In the event of the need for any emergency meeting, the President and a majority of the Board can call such a meeting immediately.
- (b) **Manner of Giving Notice:** Notice of a membership meeting or any report shall be disseminated by means and methods authorized by the Board.
- (c) **Contents of Notice:** Notice of a membership meeting shall state the place, date, time, and the agenda of the meeting.

SECTION 2. PLACE AND ORDER OF MEETINGS

- (a) **Place of General Meetings:** Meetings of members shall be held within the County of San Diego as may be designated by the Board.
- (b) **Order of Meeting:** The order of the business at the meetings of the members shall be as follows:
 - (1) Call to order.
 - (2) Reading of the Minutes of the previous meetings and approval of the Minutes.
 - (3) Reports:
 - i. President's
 - ii. Officers or Directors

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- iii. Standing Committees
- iv. Ad Hoc Committees
- v. Unfinished/Old Business
- vi. New Business
- vii. Announcements
- viii. Adjournment

SECTION 3. REGULAR MEETINGS

- (a) **General Membership Meeting:** The members shall meet quarterly in March, June, September, and December of each year for the purpose of transacting business as may come before the meetings.
- (b) **Board Meeting:** The Board shall meet every first Thursday of each month or as decided upon by the Board for the purpose of transacting the business of the CSDFEA and other matters that may come before it.

SECTION 4. QUORUM FOR REGULAR MEETINGS

- (a) **General Membership Meeting:** A quorum shall consist of twenty-five percent (25%) of the voting members of the CSDFEA. If the loss of a quorum (once established) occurs, business may continue as long as at least twenty percent (20%) of the voting members are present, but no other new business shall be transacted at such meeting.
- (b) **Board Meeting:** A majority (fifty percent (50%) plus 1) of the voting members of the Board shall be required to constitute a quorum for the transaction of business. If the loss of a quorum, once established occurs, business of the Board may continue as long as at least thirty three percent (33%) of the voting members are present, but no other new business shall be transacted at such meeting.

SECTION 5. SPECIAL MEETINGS

- (a) **General Membership Meetings:**
 - (1) **Persons Who May Call Special Meetings:** Special meetings of members shall be called by the President or the majority Board or majority members.
 - (2) **Notice:** Notice of any special meeting of the general membership shall be given to every

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member of the CSDFEA either orally or in writing at least forty-eight (48) hours in advance of date and time of meeting. Notice of meetings shall specify the place, date, and hour of the meeting, and the general nature of the meeting. In the event of a need for an emergency meeting, the Board can call such a meeting provided they each sign a written waiver for the forty-eight (48) hour notice requirement.

(3) **Quorum:** A quorum shall consist of twenty-five percent (25%) of the voting members of the CSDFEA.

(b) Board Meetings:

(1) **Authority to Call:** Special meetings of the Board may be called by the President, or by any three (3) members of the Board.

(2) **Notice:** Notice of any special meeting of the Board shall be given to every member of the Board either orally or in writing at least forty eight (48) hours in advance of date and time of meeting. Notice of meetings shall specify the place, date, hour of the meeting, and the general nature of the meeting. In the event of a need for an emergency meeting the Board can call such a meeting provided they each sign a written waiver for the forty-eight (48) hour notice requirement.

(3) **Quorum:** A quorum shall consist of a majority: fifty percent (50%) plus 1 of the Board.

SECTION 7. CONDUCT OF MEETINGS

(a) Regular meetings shall be presided over by the President, or, in his or her absence, by the Vice-President of the CSDFEA or, in the absence of both of these persons, by a Chairperson chosen by a majority of the members present at the meeting. The Secretary of the CSDFEA shall act as Secretary of all meetings of the members. In his or her absence, the presiding officer shall appoint another person to act as Secretary of the meeting.

(b) Meetings shall be governed by Roberts' Rules of Order. Such rules may be revised as needed.

SECTION 8. ADJOURNMENT

Any meeting of the members shall be adjourned by a vote of the majority of the members present at the meeting.

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ARTICLE IX. COMMITTEES

SECTION 1. STANDING AND AD HOC COMMITTEES

(a) **Standing Committees:** The CSDFEA shall have six (6) standing committees. The Chairpersons of the Standing Committees shall be appointed by the Board. The Chairpersons or any member of a Committee may be removed, at any time, by a majority of the Board. The Standing Committees of the CSDFEA shall be:

- (1) Cultural/Social
- (2) Professional Development
- (3) Membership
- (4) Public Relations and Outreach
- (5) County Initiatives
- (6) Scholarship

(b) **Ad Hoc Committees:** The President shall appoint Ad Hoc Committees and their Chairperson as may be deemed necessary.

SECTION 2. NOMINATIONS COMMITTEE

(a) A Nominations Committee consisting of at least three (3) members shall be established by the Board at least thirty (30) calendar days prior to the nomination of candidates.

(b) **Responsibility of Nominations Committee:** The Nominations Committee shall solicit nominations from the members of the CSDFEA for each office and will present in writing a list of the nominees to the members at least ten (10) working days prior to the election.

(c) The Nominations Committee shall implement nominations procedure as specified in Article IV., Section 2.

ARTICLE X. FINANCES

SECTION 1. FISCAL YEAR

The fiscal year of the CSDFEA shall be on the first day of January and shall end on the last day of December of each year.

SECTION 2. CHECKS AND NOTES

Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness

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of the CSDFEA shall be signed by the Treasurer and countersigned by the President of the CSDFEA, except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law.

SECTION 3. DEPOSITS

All funds of the CSDFEA shall be deposited to the credit of the CSDFEA's bank designated by the Board of Directors within seven (7) days of receipt.

SECTION 4. GIFTS

The Board may accept on behalf of the CSDFEA, any contribution, gifts, bequest, or devise for the charitable or public purposes of the CSDFEA.

ARTICLE XI. RECORDS

SECTION 1. MAINTENANCE OF RECORDS

The CSDFEA shall keep the following at such place or places as determined by the Board of Directors:

- (a) Minutes of all meetings.
- (b) Financial records.
- (c) A record of its members, indicating their names, contact information and membership status.
- (d) A copy of the CSDFEA's Article of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members of the CSDFEA at all reasonable times.

SECTION 2. RETENTION OF RECORDS

The CSDFEA shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the CSDFEA. Examples of records would include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, cancelled checks, and related documents and records. Source documents include copies of all awards, applications, and financial and narrative reports.

SECTION 3. RETENTION PERIOD

The CSDFEA shall retain all records for a period of three years beginning December 31 at the end of the two year term of the existing Board of Directors, e.g., Board of Directors term ends December 31, 2014; records shall be retained until December 31, 2017. In cases where litigation, a claim, or an audit is

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initiated prior to the expiration of the three year period, records must be retained until completion of the action and final resolution of issues or, the end of the three year period, whichever is later.

SECTION 4. ANNUAL REPORT

(a) The Officers shall prepare an annual report to be furnished to the Board and members in the first quarter following the CSDFEA's fiscal year end. The annual report shall contain the following information:

- (1) The assets and liabilities of the CSDFEA as of the end of the fiscal year.
- (2) The principal changes in assets and liabilities during the fiscal year.
- (3) The revenue or receipts of the CSDFEA for the fiscal year.
- (4) The expenses and disbursements of the CSDFEA during the fiscal year.
- (5) All other accomplishments of the CSDFEA.

(b) The annual report shall be signed by the President, Treasurer, and Auditor of the CSDFEA.

ARTICLE XII. NONPARTISANSHIP

The CSDFEA shall remain nonpartisan. Endorsement of a political candidate(s) and/or participation in partisan political campaign activities is not permitted.

ARTICLE XIII. INDEMNIFICATION OF OFFICERS AND MEMBERS

The participation and involvement of every Officer, Director, and member of the CSDFEA is gratis and, each shall be indemnified against all expenses reasonably and legitimately incurred in the performance of his/her duties. The right to indemnification shall be in addition to, and not exclusive of, all other rights to which an Officer, Director, or member may be entitled.

ARTICLE XIV. AMENDMENTS

SECTION 1. AMENDMENTS TO BYLAWS

- (a) Proposed amendments to these Bylaws shall be submitted in writing to the Board.
- (b) Proposed amendments shall be submitted to members for review and recommendations.
- (c) Members shall have a period of ten (10) business days to comment or suggest changes.
- (d) Final amendments shall be approved by a quorum of the Board at a meeting called for this purpose, following a notification and the provision of the proposed amendments to the members

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of the Board no less than thirty (30) calendar days prior to the meeting.

SECTION 2. EFFECTIVE DATE

The amended Bylaws shall take effect upon adoption.

ARTICLE XV. DISSOLUTION

SECTION 1. DEDICATION OF ASSETS

Upon liquidation or dissolution of the CSDFEA, no part of any net earnings, properties, and assets of the CSDFEA shall be disposed of to the benefit of any private person or individuals, or any member, Director, or Officer of the CSDFEA.

The Board shall, upon liquidation or dissolution of the CSDFEA after paying and making provisions for the payment of all liabilities of the CSDFEA, distribute earnings, properties, and assets to an organization dedicated to charitable public purposes as described in Internal Revenue Code 501(c)(3).

SECTION 2. COMPLETION OF CORPORATE RESPONSIBILITIES

The Officers or Directors of the CSDFEA shall execute all necessary actions and documents to comply with the State or Federal laws of any other contractual requirements to complete the termination of all obligations of this CSDFEA. This shall include proper notification to such State or Federal agencies or other parties to which the CSDFEA has any obligations.

DISCLAIMER

The CSDFEA Bylaws were created for the sole purpose of administering the activities and services of the CSDFEA for the benefits of its members. The CSDFEA does not make representation that this document of Bylaws encompasses all activities and services sponsored by the CSDFEA.

AMENDMENTS HISTORY

10/05/2005
09/29/2009
05/08/2014
09/01/2016