BYLAWS

of

ALAMEDA COMMUNITY LEARNING CENTER

and

NEA COMMUNITY LEARNING CENTER

Revised February 2017

*Public Charter schools authorized by Alameda Unified School District*

I. Governing Board

1. Powers: The Governing Board (hereinafter “Board”) shall conduct or direct the affairs of the charter school and exercise its powers, subject to the limitations of the California Charter School Law, the approved Charter, and MOU between Alameda Community Learning Center (ACLC), Nea Community Learning Center (Nea) and/or Community Learning Center Schools (CLCS) and AUSD, the oversight responsibilities of the Board of CLCS, and these Bylaws. The Board may delegate the management of the activities of the charter school to others, so long as the affairs of the charter school are managed, and its powers are exercised, under the Board’s jurisdiction as defined in the charter. Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:
2. To seat, elect and remove Board members.
3. To award diplomas to ACLC/Nea learners, consistent with the policies and graduation requirements of the charter school.
4. To manage and oversee the financial affairs of the charter school, subject to CLCS approval, including review, monitoring and recommending approval of the annual budget to the CLCS Board of Directors.
5. To conduct, manage and control the affairs and activities of the charter school, and to make rules and regulations.
6. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property (with CLCS approval).
7. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities (with CLCS approval).
8. To indemnify and maintain insurance on behalf of any of its Board members, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person’s status as such, subject to the provisions of the California Charter School Law and the limitations noted in these Bylaws.

 B. Number of Board Members: The number of voting Board members of the

 charter school shall be nine (9), as provided in the charter.

 C. Areas of Oversight: The CLCS Board delegates to the Governing Board

 decisions related to the following issues:

•  Graduation Standards, as long as they meet minimum AUSD standards

•  Budget proposals subject to CLCS approval

•  Strategic planning for Nea academic program subject to CLCS approval

•  Day to day facilities issues

II. Election of Board Members

 A. Election. The ACLC/Nea Lead Facilitator shall automatically be a Board

 member. The remaining board members shall be selected as follows:

1. Facilitators. Two facilitator representatives shall be selected by the facilitator employees of the charter school on an annual basis.
2. Learners. Two learner representatives shall be selected through a democratic process by all learners at the charter school on an annual basis.
3. Parents. Two parent representatives shall be elected by a vote of the Lead Facilitator, two facilitator representatives, two learner representatives and two community member representatives. The term is for two years and shall alternate so only one of the two parent representatives are terming out in any given year. In appointing parent members, the facilitator and learner representatives shall consider candidates who have self-nominated.
4. Community. Two community representatives shall be elected by a vote of the Lead Facilitator, and both representatives from the parents, learner and facilitator stakeholder groups.

B. Eligibility. In each category, the persons selected to serve on the Board

 must be willing to serve the best interests of the charter school faithfully

 and effectively.

C. Interested Persons. Not more than 49% of the persons serving on the

 Board may be interested persons. An “interested person” is:

1. Any person currently being compensated by the charter school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a Board member as a Board member; or
2. Any sister, brother, ancestor, descendant, spouse, sister/brother-in-law, daughter/son-in-law, mother/father-in-law of any such person.

III. Term of Office

1. ACLC/Nea facilitator Board members shall be elected annually by the facilitator staff as a whole and shall serve a one-year term, but may be elected again as long as they do not exceed five (5) consecutive years. The ACLC/Nea Lead Facilitator will automatically serve as a facilitator representative as long as s/he is Lead Facilitator.
2. Parent Board members shall serve a two-year term and be selected in accordance with the charter provisions and terms will be staggered.
3. Two learner Board members shall be selected by vote of the learner community each spring. The term of service shall be one year.
4. No voting Board member, other than the ACLC/Nea Lead Facilitator may serve for more than five (5) consecutive years.
5. The term of office for a Board member elected to fill a vacancy begins on the date of the Board member’s election, and continues for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal or death of a Board member.
6. A Board member’s term of office shall not be shortened from or extended beyond that for which the Board member was elected by amendment of the charter or the Bylaws or other Board action.
7. Board members who are the Lead Facilitator, facilitator, learner and community representatives shall be seated at the first meeting of the fiscal year, which begins on July 1.

IV. Resignation and Removal of Board Members

 A. The Board may remove any Board member who:

1. Has failed to attend three or more of the Board’s regular meeting that were held during the members’ term of office for any school year;
2. Has been declared of unsound mind by a final order of court;
3. Has been convicted of a felony;
4. Has been found by a final order or judgment of any court to have breached any duty imposed by the California Charter School Law; or
5. For such other good causes as the Board may determine.

 B. Resignation of Board member: A Board member may resign by giving

 written notice to the CLCS Executive Director. The resignation is effective

 on the giving of notice or at any later date specified in the notice. A Board

 member may not resign if the Board member’s resignation would leave

 the charter school without a duly elected Board member in charge of its

 affairs.

 C. Vacancies: A vacancy is deemed to occur on the effective date of the

 Resignation of a Board member, upon the removal of a Board member, or

 Upon a Board member’s death.

V. Compensation of Board Members

 A. Board members shall serve without compensation with the exception of

 the facilitator representatives who will be paid a $2,000 yearly stipend

 for their service. However, the Board may approve reimbursement of a

 Board member’s actual and necessary expenses while conducting charter

 school business.

VI. Charter School Principal Location

 A. The charter school’s principal location shall be at 1900 Third Street,

 Alameda, CA 94501, or at such other place as AUSD and CLCS negotiate.

VII. Meetings of the Board

1. Place of Meetings: Board meetings shall be held at the charter school’s principal location or at any other reasonably convenient place as the Board may designate within the boundaries of AUSD, or as specified in applicable California public meeting laws.
2. Regular Meetings: Regular meetings shall be held monthly from September through June, or as needed at various times within the year as the Board determines.
3. Special Meetings: A special meeting shall be held at any time called by the Lead Facilitator or by a majority of the Board.
4. Adjournment: A majority of the Board members present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting shall be communicated to absent Board members by email or verbally.
5. Notices: Notices of Board meetings shall be provided to Board members as follows:

 1. Special meeting notices/agendas will be posted 24-hours in advance.

 2. Regular meeting notices/agendas will be posted 72-hours in advance.

 F. Public Notice of and Participation in Board Meetings: The ACLC/Nea

 Governing Board will comply with the requirements of California’s public

 meeting laws with respect to public notice and written agendas of meetings

 and opportunities for public participation in such meetings. Any member

 of the ACLC/Nea extended community may request the placement of an item

 on the Board’s agenda by making such a request in writing to the Lead

 Facilitator no less than six (6) days in advance of the meeting. Time will

 be provided on the agenda of each meeting for members of the public to

 address the Board on issues concerning the charter school. In addition

 to required notices, email notice of Board meetings shall be provided to

 the ACLC community to the extent practicable.

 G. Conduct of Meetings: Meetings of the Governing Board shall be conducted

 Consistent with Robert’s Rules of Order, in simplified form.

VIII. Action by the Board

1. Quorum: A quorum consists of a simple majority of voting Board members. Board meetings cannot be conducted unless a quorum is present.
2. Actions Taken at Board Meetings: The actions taken and decisions made by a majority of the Board are the actions and decisions of the Board, except when considering removal of a Board member, which shall require a two-thirds (2/3) majority vote of the Board, excluding the member under consideration for removal.
3. Board Meeting by Conference Telephone: Board members may participate in a Board meeting through use of a conference telephone or similar communication device, so long as all Board members participating in the meeting can hear one another. Procedures used in such an instance must be consistent with applicable provisions in California’s public meeting laws.

IX. Standard of Care

1. Performance of Duties: Each Board member shall perform all duties of a Board member in good faith, in a manner the Board member believes to be in the charter school’s best interest and consistent with the philosophy of the charter school, and with such care, including reasonable inquiry, and an ordinary prudent person in a like position would use under similar circumstances.
2. Reliance on Others: In performing the duties of a Board member, a Board member shall be entitled to rely on information, opinions, reports or statement, including financial statements and other financial data, presented or prepared by:

 1. One or more officers or employees of the charter school whom the

 Board member believes to be reliable and competent in the matters

 presented;

 2. Legal counsel, independent accountants or other persons as to

 matters that the Board member believes are within that person’s

 professional or expert competence.

1. Rights of Inspection: Every Board member as the right to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the charter school, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law.
2. Participation in Discussion and Voting: Every Board member has the right to participate in the discussion and vote on all issues before the Board except in matters regarding a self-dealing transaction or a situation where conflict of interest exists. In such instances any applicable Board member shall be excused from the discussion and vote.

X. Duty to Maintain Board Confidences

 A. Every Board member has a duty to maintain the confidentiality of all Board

 actions, including discussions and votes taken in closed session, as provided

 in applicable California public meeting laws. Any Board member violating

 this confidence may be removed from the Board, and shall be subject to

 penalties contained in law.

XI. Officers XXX DOES THIS NEED TO BE CHANGED?? INCONSISTENT XXX

 A. The officer of the charter school Governing Board shall consist of a Chair.

 Subject to Board control, the Chair has general supervision, direction and

 control of the affairs of the Board, and such other powers and duties as the

 Board may prescribe. The Chair shall preside at Board meetings and shall

 prepare the agenda for each Board meeting, in consultation with the other

 Board members.

XII. Election, Eligibility and Term of Office of Officers COMBINE WITH XI ABOVE?

1. Unless s/he declines to so serve, the Lead Facilitator shall be the Board Chair.

XIII. Non-Liability of Board Members

 A. The Board members shall not be personally liable for the charter school’s

 debts, liabilities or other obligations.

XIV. Indemnification of Corporate Agents

 A. The charter school shall indemnify any Board member, officer, employee or

 other agent of the charter school who has been successful on the merits in

 defense of any civil, criminal, administrative or investigative proceeding

 brought to procure a judgment against such person by reason of the fact

 that s/he is, or was, the charter school’s agent, or in defense of any claim,

 issue or matter therein. In such case, the charter school will provide

 indemnity against expenses actually and reasonably incurred by the person

 in connection with such proceeding.

XV. Insurance for Corporate Agents

 A. The CLCS Board may adopt a resolution authorizing the purchase and

 Maintenance on behalf of any ACLC/Nea/CLCS Board member, officer,

 employee or other agent of the charter school, against any liability

 other than for violating provisions of law related to self-dealing

 asserted against or incurred by the agent in such capacity.

XVI. Other Provisions

 A. Fiscal Year: The fiscal year of the charter school begins on July 1 of

 Each year and ends of June 30 of the following year.

XVII. Conflict of Interest

 A. Any Board member, officer or key employee having an interest in a

 contract, other transaction or program presented to or discussed by

 the Board or for authorization, approval or ratification shall make a

 prompt, full and frank disclosure of his/her interest to the Board or

 committee prior to any discussion about or action upon such contract

 or transaction. Such disclosure shall include all relevant and material

 facts known to such person about the contract or transaction that

 might reasonably be construed to be adverse to the charter school’s

 interest. The body to which such disclosure is made shall thereupon

 determine, by majority vote, whether the disclosure shows that a

 conflict of interest exists or can reasonably be construed to exist.

 If a conflict is deemed to exist, such person shall not vote on, nor

 use his/her personal influence on, nor be present during the

 discussion or deliberations with respect to, such contract or

 transaction (other than to present factual information or to respond

 to questions prior to the discussion). The minutes of the meeting shall

 reflect the disclosure made, the vote thereon, and where applicable,

 the abstention from voting and participation. The Board may adopt

 conflict of interest policies requiring:

 1. Regular annual statements from Board members, officers, key

 employees to disclose existing and potential conflicts in

 interest; and

 2. Corrective and disciplinary actions with respect to

 transgressions of such policies.

 B. For the purpose of this section, a person shall be deemed to have an

 “interest” in a contract or other transaction if s/he or a member of

 his/her family is party (or one of the parties) contracting or dealing

 with the charter school, or is a director, Board member or officer of,

 or has a significant financial or influential interest in the entity

 contracting or dealing with the charter school.

XVIII. Interpretation of Charter

 A. Whenever any provision of these Bylaws is in conflict with the provisions

 of the charter, the provisions of the charter shall control.

XIX. Amendment

 A. A two-thirds (2/3) majority of the Board members adopt, amend

 or repeal these Bylaws.