

# BYLAWS

of

## Nea Community Learning Center Governing Board

Revised April 2012

*A public charter school of the Alameda Unified School District*

### I. Governing Board

- A. 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, the MOU between Nea and AUSD, the oversight responsibilities of the Board of Directors of Community Learning Center Schools, Inc. (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:
1. To seat, elect and remove Board Members
  2. To award diplomas to Nea Learners, consistent with the policies and graduation requirements of the charter school.
  3. To manage and oversee the financial affairs of the charter school, subject to CLCS approval, including review, approval and monitoring of the annual budget.
  4. To conduct, manage and control the affairs and activities of the charter school, and to make rules and regulations.
  5. To enter into contracts, leases and other agreements (with CLCS approval) which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the charter school.
  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.
- II. Election of Board Members
- A. Election. The 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 elected by a vote of the Lead Facilitator, two Facilitator Representatives, and two Learner Representatives. The term is for two year. Terms shall alternate. In appointing the parent members, the Facilitator Representatives and Learner Representatives shall consider candidates who have self-nominated.
    - 4. Community. Two Community Representatives elected by a vote of the Lead Facilitator, two Facilitator Representatives, and two Learner Representatives. Term shall not exceed five years.
    - 5. The CLCS Executive Director shall be a non-voting member of the board.
  - 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-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.
- III. Term of Office
- A. 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 Nea Lead Facilitator will automatically serve as a facilitator representative as long as he/she is Lead Facilitator.
  - B. Parent Board members shall serve a two year term and be selected in accordance with the charter provisions and terms will be staggered.
  - C. Two learner board members, shall be selected by vote of the learner community each spring. Their term shall be one year.
  - D. No voting Board Member, other than the Nea Lead Facilitator may serve for more than five (5) consecutive years.
  - E. The term of office of a Board Member elected to fill a vacancy begins on the date

of the Board Member's election, and continue 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.

- F. 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.
  - G. Board Members who are the Lead Facilitator, Facilitator Representatives, Learner Representatives and Community Members shall be seated at first meeting of the fiscal year. (July or August)
  - H. After being determined, the Lead Facilitator, Facilitator Representatives and Learner Representatives shall elect the Board Members who are Parent Representatives and the Community Representative by the vote of a majority that shall include at least one Learner Representative.
- 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 Meetings that were held during the member's term of office in 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 by 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 Representative who will be paid a \$2000 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 210 Central Avenue #603, Alameda, California 94501, or at such other place as the Board may select by resolution or amendment of the Bylaws.
- VII. Meetings of the Board
- A. 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 the Alameda Unified School District, or as specified in applicable California public meeting laws.
  - B. Regular Meetings: Regular Meetings shall be held monthly or as needed at

various times within the year as the Board determines.

- C. Special Meetings: A Special Meeting shall be held at any time called by the Lead Facilitator or by a majority of the Board.
- D. 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 given to absent Board Members by facsimile or e-mail, or communicated orally in person or by recorded message.
- E. Notices: Notices of Board Meetings shall be given to Board members as follows:
  - 1. Special Meetings shall be held upon four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, facsimile or e-mail.
  - 2. Notices will be deemed given when deposited in the United State mail, addressed to the recipient at the address shown for the recipient in the charter school's records, first-class postage prepaid; when personally delivered in writing to the recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Board Member of to a person whom it is reasonably believed will communicate it promptly to the Board Member, or to a telephone message recording system
  - 3. Regular meeting notices (agendas) will be posted 72 hours in advance.
- F. Public Notice of and Participation in Board Meetings: The 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 Nea extended community may request the placement of an item on the Board's agenda by making such 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, e-mail notice of Board meetings shall be provided to the Nea 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

- A. Quorum: A quorum consists of a majority of\_(voting) Board Members, provided the majority includes at least one Board Member who is not the Lead Facilitator, not a Facilitator Representative and not a Learner Representative. Board meetings cannot be conducted unless a quorum is present.
- B. Actions Taken at Board Meetings. The actions done and decisions made by a majority of the Board Members are the actions and decisions of the Board, except that the following actions shall require a vote as specified below:
  - 1. Removal of a Board member shall require a 2/3 majority vote of the Board.
  - 2. Adoption, amendment or repeal of these Bylaws
- C. Board Meeting by Conference Telephone. Board Members may participate in a Board meeting through use of conference telephone or similar communication

equipment, so long as all Board Members participating in such meeting can hear one another and so long as the procedures used are consistent with applicable provisions of California's public meeting laws.

IX. Standard of Care

- A. 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, as an ordinary prudent person in a like position would use under similar circumstances.
- B. Reliance on Others. In performing the duties of a Board Member, a Board Member shall be entitled to rely on information, opinions, reports or statements, 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; or
- C. Rights of Inspection: Every Board Member has 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.
- D. 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 as noted below:
  - 1. The Nea Facilitator Representatives shall not be present for the discussion and vote on any matter involving:
    - a. the performance evaluation, discipline or recommended discharge of any employee of the charter school; or
    - b. facilitator compensation.
  - 2. The Nea Learner Representatives may not be present for the discussion and vote on the discipline or recommended discharge of any employee of the charter school nor may they be present for the discussion of learner behavior, suspension or expulsion.
  - 3. Any Board Member shall be excused from the discussion and vote on any matter involving:
    - a. a self-dealing transaction;
    - b. a conflict of interest.
  - 4. The Nea Lead Facilitator shall not be present for the discussion and vote on any matter involving:
    - a. the performance evaluation, discipline or discharge of the Lead Facilitator of the charter school; or

- 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
  - A. The officer of the charter school Governing Board shall consist of a Chair.
    - 1. 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
  - A. Lead Facilitator as Chair. Unless he or she declines to so serve, the Lead Facilitator shall be the Board Chair.
- XIII. Non-Liability of Board Member
  - 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 this 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 he/she 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 Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Board Member, officer, employee or other agent of the charter school, against any liability other than for violating provisions of law relating 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 on June 30 of the following year.
  - B. Execution of Instruments: Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing the CLCS Executive Director to enter into any contract or execute and deliver any instrument in the name of or on behalf of the charter school. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind the charter school by any contract or engagement, to pledge the

charter school's credit, or to render it liable monetarily for any purpose or any amount.

- C. Checks and Notes: Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the charter school may be signed by the CLCS Executive Director.

#### 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 or her interest to the Board or committee prior to its acting on 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 or her personal influence on, nor be present during in 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 conflict 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 he or she or a member of his or her family is the 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, or the MOU between the parties, the provisions of the Charter or MOU between the parties shall control.

#### XIX. Amendment

- A. A two-thirds (2/3) majority of the Board Members may adopt, amend or repeal these Bylaws.