



# NEW AMERICA SCHOOL

## DRAFT Governing Council Bylaws

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### I. NAME.

The governing body of the New America School Las Cruces (NAS – LC) will be known as the “Las Cruces New America School Governing Council” or “NAS-LC GC.”

### II. PURPOSE AND POWERS.

**Section 2.1. Purpose.** The purpose of the NAS-LC GC is to govern the NAS-LC in accordance with the terms of its charter in compliance with the New Mexico Charter Schools Act, NMSA 1978 §§22-8B-1 (2006), *et seq.* as amended from time to time.

**Section 2.2. Powers.** The powers and duties of NAS-LC GC shall be as prescribed by the NAS-LC Charter and the New Mexico Public School Code and all applicable laws and regulations. Complete and final control of all matters pertaining to the School’s educational system shall be vested in NAS-LC GC. NAS-LC GC shall have the following powers and duties:

- A. Develop educational and operational policies for the NAS-LC;
- B. Adopt rules and policies pertaining to the administration of the NAS-LC GC and NAS-LC;
- C. Employ, supervise and evaluate annually the Principal of NAS-LC;
  - a. Delegate administrative and supervisory functions of the day-to-day operations of the school to the Principal.
- D. Review, approve and monitor the implementation of the annual budget of anticipated income and expenditures, vote on Budget Adjustment Requests, and direct preparation of the annual financial audit;
- E. Acquire, lease and dispose of property, both real and personal to the extent permissible by laws applicable to public schools;
- F. Initiate lawsuits or take all necessary steps to protect NAS-LC interests;
- G. Authorize the repair and maintenance of all property belonging to NAS-LC or for which NAS-LC is contractually responsible to maintain and repair;
- H. Enter into contracts consistent with the NAS-LC approved budget for any service or activity that is required for the NAS to perform in order to carry out the educational program described in its charter and as otherwise in accordance with the New Mexico Charter School Act as amended;
- I. Accept or reject any charitable gift, grant, devise or bequest;
- J. Approve amendments to the charter prior to presentation to the authorizer for approval;
- K. make application to the authorizer of the Public School Capital Outlay Council for capital outlay funds;
- L. Amend the Bylaws of the NAS-LC’s GC from time to time consistent with the mission of NAS-LC;
- M. Delegate to the Principal the authority to implement the approved charter and the schools’ policies and procedures, facilities plans, budget and such other directives and policies adopted by NAS-LC GC from time to time. To the extent reasonable, NAS-LC GC shall not be involved in the day-to-day operations of the school;



N. NAS-LC GC will have primary responsibility for the development and review of all major policies; be a resource for problem resolution escalated to NAS-LC GC according to policies, procedures and appropriate protocol; and review recommendations submitted by the Principal and other NAS-LC GC consultants and advisors.

O. Promote a cooperative relationship with its charter authorizer; to function in accordance with the New Mexico Charter School Act and resolve any dispute, which may arise between NAS-LC and its authorizer and/or the Public Education Department to the mutual benefit of the operation of NAS-LC and its authorizer.

P. Such other powers and duties as included in the charter and that are not inconsistent with federal or state laws or constitutions, or as otherwise set forth in the Charter Schools Act, NMSA 1978 §§22-8B-1, et seq. and the New Mexico Public School Code, Chapter 22 of the New Mexico Statutes.

### **III. MEMBERS.**

The NAS-LC GC shall consist of not less than five (5) or more than nine (9) members.

### **IV. GOVERNING COUNCIL MEMBERSHIP**

Section 4.1: **Election of Council Members:** Members shall be elected by a majority vote of all members and selected from nominations by a committee of the NAS-LC GC. The nomination process is described in paragraph 4.3., below.

Section 4.2: **Term of Council Members.** Member position will be numbered. At the organizing meeting of the NAS-LC GC members will draw straws to determine which position will be for an initial term of three years or an initial term of two years. At least one half of the initial NAS-LC GC will serve for three years; e.g. three of five, four of six, etc. The seats that draw an initial term of two years will be extended to three years at the next election of members. Thereafter, all terms of the members will be for three years. Members may be re-elected.

Section 4.3: **Nominations.** The Nominating Committee shall obtain nominations by notifying community, business, and/or education leaders of regular elections and/or vacancies on NAS-LC GC along with a description of the responsibilities of serving as a member and the date and time of the governing council meeting at which the position will be voted on by the NAS-LC GC (whether new elections or vacancies). Interested individuals will be asked to submit their name and qualifications and reasons for wanting to serve on the NAS-LC GC or to submit the names of other individuals who they believe would be an asset to the NAS-LC GC. Nominations shall be given to the Secretary of the NAS-LC GC, by no later than ten (10) working days before the date of the regular board meeting at which the vote of the governing council shall be made.

Section 4.4: **Compensation.** Members will not receive compensation for their services except they may be reimbursed for reasonable expenses associated with fulfilling the responsibilities of their positions. All reimbursements will be in compliance with the New Mexico Per Diem and Mileage Act.

Section 4.5: **Resignations and Removal.** Any member may resign at any time by giving written notice to the President or to the Secretary; the acceptance of such resignation shall not be necessary to make it effective. The NAS-LC GC shall select new members from candidates recommended to it by the Nominating Committee. See, Section 7.3 Any member may be removed by a majority vote of NAS-LC GC whenever such removal is in the best interests of NAS-LC. Grounds for removal will include without limitation the following acts or omissions:



- A. Missing two consecutive regular meetings or two out of six consecutive regular meetings of the NAS-LC GC, except when such absence is due to exigent circumstances;
- B. Violation of the NAS-LC GC's policies;
- C. Any other grounds NAS-LC GC deems appropriate.

Section 4.6: **Vacancies.** A vacancy on NAS-LC GC shall be filled by the NAS-LC GC after the nomination process described in paragraph IV.A.3.above has been completed. Once the vacancy is filled, the term shall only be for the unexpired portion of the term of the member being replaced.

Section 4.7: **Attendance:** Members of the NAS-LC GC are required to attend all scheduled meetings of the NAS-LC GC unless exigent circumstances arise.

## V. **MEETINGS OF THE GOVERNING COUNCIL:**

All meetings of the NAS-LC GC shall be held in accordance with the New Mexico Open Meetings Act , NMSA 1978 §§10-15-1, *et seq.*

**Section 5.1 Meetings.** The NAS-LC GC shall pass a resolution annually describing what notice of a public meeting is reasonable when applied to the NAS-LC GC. The resolution shall describe appropriate notice and methods for posting agendas for regular, special and emergency meetings of the NAS-LC GC.

**Section 5.2 Regular Meetings.** Regular meetings of the Council shall be held during the year; at least monthly. The meetings shall be held at the regular place of business of the charter school or as posted in the notice of the meeting.

**Section 5.3 Special Meetings.** Special meetings of the NAS-LC GC may be called at the direction of the NAS-LC GC. Such meeting will be held at such time and place consistent with the NAS-LC GC's annual resolution for conducting its public meetings.

**Section 5.4 Attendance via Telephone Conference Call** Except to the extent otherwise provided by law, any meeting of the NAS-LC GC may be attended by any or all of the NAS-LC GC by means of a conference telephone (or similar communications equipment) when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any other member of the NAS-LC GC who speaks during the meeting. Such attendance shall constitute presence by NAS-LC GC member as if in person at such meeting and for purposes of determining a quorum. Any action taken by the NAS-LC GC at such meeting shall constitute a valid action of the NAS-LC GC. If a member cannot be physically present at a meeting for unavoidable conflict, he/she may make arrangements to appear by telephone in accordance with the provisions of the Open Meetings Act. A member of the NAS-LC GC who will be unable to attend a NAS-LC GC meeting will notify the president of the NAS-LC GC prior to the meeting and if he/she intends to appear by telephone the member shall make arrangements with the Principal or his/her designee. Notice may be made by e-mail as long as it is made four hours in advance of the meeting. If the President or his/her designee cannot attend the meeting, he/she must notify the Vice-President or his/her designee and forward all information regarding the upcoming meeting to him/her, including notices of non-appearances by other members.

**Section 5.5 Notice** The NAS-LC GC shall provide notice and post agendas in accordance with the New Mexico Open Meetings Act. Reasonable notice of the NAS-LC GC



may include broadcast stations licensed by the Federal Communications Commission or newspapers of general circulation if such entities have made a formal written request for NAS-LC GC to publish notice in this manner. The timing of notice of meetings and of the availability of meeting agendas shall be consistent with the NAS-LC GC annual resolution. Except in cases of emergency the NAS-LC GC shall only act on matters identified on the agenda.

**Section 5.6 Emergency.** An emergency meeting or agenda item is one necessitated by unforeseen circumstances that if not addressed immediately by the NAS-LC GC, will likely result in injury or damage to persons or property or substantial financial loss to the public body.

**Section 5.7 Minutes.** The NAS-LC GC shall keep written minutes of all its meetings. The minutes shall include a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted. All minutes are open for public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the NAS-LC GC.

**Section 5.8. Annual Meeting.** The annual meeting of NAS-LC GC shall be held each year during the regular meeting of the governing body in May or as determined by a majority vote of NAS-LC GC.

**Section 5.9. Quorum/Manner of Action.** A majority of the seated NAS-LC GC members, whether personally present or appearing telephonically shall constitute a quorum for the transaction of business at any meeting of NAS-LC GC. If less than a majority of the members are present at any meeting where a Quorum is required, a majority of the members present may adjourn and reconvene the meeting at a later date. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the NAS-LC GC, unless the act of a greater number is required by law or these bylaws. No action of the NAS-LC GC shall be valid unless taken at a meeting at which a quorum as defined herein is present and which has been properly noticed pursuant to the New Mexico Open Meetings Act. NMSA (1978) §§10-15-1 et seq.

**Section 5.10 NM Open Meetings Act.** NAS-LC GC shall call and conduct all meetings in accordance with the NM Open Meetings Act.

**Section 5.11. Two-Thirds Majority.** A two-thirds majority vote of the then seated NAS-LC GC shall be required for the following: amendment of the NAS-LC GC bylaws, amendment of the NAS-LC charter, approval of any charter renewal application, or a decision to terminate the charter contract with the Public Education Commission.

**Section 5.12. Rules of Order.** Meetings shall be conducted in accordance with established parliamentary procedures. In the event of a question of order, NAS-LC GC may rely upon Roberts' Rules of Order, Newly Revised as useful guidelines in resolving the issue or other rules of order formally recognized by NAS-LC GC.

**Section 5.13. Actions of the Governing Council.** No action of NAS-LC GC shall be considered legal or binding unless approved by an affirmative vote of a majority of a quorum at a regular or special meeting of NAS-LC GC. Said action to be binding shall be recorded in the official minutes of NAS-LC GC.



## **VI. OFFICERS**

**Section 6.1. Officers.** The officers of NAS-LC GC shall be one President, Vice-President, one Treasurer and one Secretary and such other Officers as may be elected by a majority vote of the NAS-LC Members during the Annual Meeting. The NAS-LC GC may elect or appoint such other Officers as it deems desirable and shall have the authority and perform the duties prescribed, from time to time, by the NAS-LC GC.

**Section 6.2. Elections and Term of Office.** All Officers shall be elected each year by NAS-LC GC at its Annual Meeting for terms of one (1) year, with a two (2) term maximum. Officers' terms shall commence immediately following the Annual Meeting NAS-LC GC.

**Section 6.3. Resignations and Removal.** Any Officer may resign at any time by giving written notice to the President or to the Secretary, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed by NAS-LC GC whenever in its judgment he/she fails to perform the duty of office or such other duties as appointed by NAS-LC GC and the best interests of the School would be served thereby.

**Section 6.4. Vacancies.** A vacancy in any office may be filled by NAS-LC GC for the unexpired portion of the term of the Officer being replaced.

**Section 6.5. President.** The President of the NAS-LC GC shall preside at all meetings and shall appoint committees with approval of the NAS-LC GC. He/She shall have the right, as other members of the NAS-LC GC, to make or second motions, to discuss questions, and to vote. The President of the NAS-LC GC may not act for or on behalf of the NAS-LC GC without prior specific authority from a majority of the NAS-LC GC to do so. All communications addressed to the President shall be considered by him or her for appropriate action, which consideration may include consulting with legal counsel, and consideration by the NAS-LC GC. The President shall sign documents as required by law and perform such other duties as may be prescribed by the NAS-LC GC. It is the President's responsibility to ensure that NAS-LC GC members uphold their commitments/responsibilities to the school. The President is responsible for compiling the topics for business to be placed on the agenda. Any member of the NAS-LC GC may offer items to be heard or discussed at any meeting of NAS-LC GC.

**Section 6.6 Vice President.** The Vice-President shall perform the duties of the President in the absence of the President or at the request of the President. In the event a vacancy occurs in the presidency, the Vice-President will act in the capacity of the president until the office has been filled by a vote of the NAS-LC GC.

**Section 6.7 Treasurer.** The Treasurer shall be familiar with the fiscal affairs of the School and keep NAS-LC GC informed thereof in the event that the School's Business Manager is unable to so act. He/She will have knowledge of public school finance laws, rules and policies and shall serve as the Chairperson of the NAS-LC Finance Committee. He/She shall attend the PED Spring Budget Workshop and/or any other financial regulatory training recommended by the Principal or the Business Manager.

**Section 6.8 Secretary.** The Secretary shall keep the minutes of the NAS-LC GC meetings, ensure that all notices are given in accordance with the provisions of the charter, NAS-LC GC policies and as required by law; shall countersign, when required, all documents as required by law; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the NAS-LC GC. NAS-LC GC may appoint a designee to assist with the responsibilities of the Secretary as described herein, including recording and transcribing the minutes of the meetings, posting notices and



agendas and preparing packets for the NAS-LC GC's review. NAS-LC GC Secretary will review the minutes prior to presentation to NAS-LC GC for approval. The Secretary shall be responsible for presenting the minutes to NAS-LC GC at meetings.

## **VII. COMMITTEES.**

**Section 7.1. Committees.** NAS-LC GC may, by majority vote of a quorum, designate and appoint one or more committees of NAS-LC GC, which shall perform the responsibilities as determined by a resolution appointing the committee. Committees may be designated as standing committees or *ad hoc* committees as determined necessary by a majority of NAS-LC GC. Members of the committees shall be named by appointment of NAS-LC GC or its designee. No such committee shall have the authority to: amend, alter or repeal the NAS-LC GC bylaws, the schools charter or any other agreement, contract or resolution of the NAS-LC GC; to elect, appoint or remove any member of any such committee or any NAS-LC GC Member or Officer of NAS-LC GC. No committee shall have the authority to approve policy or take action on behalf of NAS-LC GC; all such committees shall act only in an advisory capacity to NAS-LC GC and without final authority to bind the charter school or NAS-LC GC.

**Section 7.2. Finance Committee.** NAS-LC GC's Finance Committee has a vital role in keeping NAS-LC GC apprised of the charter school's business affairs and financial condition.

A. Appointments and Composition: The members of the finance committee shall be the Treasurer of the NAS-LC GC who shall serve as the chair, the NAS-LC GC Business Manager and at least one other member who is a non-NAS-LC GC employee who is selected by the Treasurer and business manager and approved by NAS-LC GC. It is contemplated that a representative from New America School, a Colorado non-profit corporation ("NAS") shall serve on this committee for as long as NAS contracts with NAS-LC for management services.

B. Responsibilities

- Prepare and maintain the annual budget for the charter school in collaboration with the Principal;
- Also in collaboration with the Principal, develop and annually revise a long-term financial forecast;
- Review all grant proposals and when necessary, make recommendations to the council;
- Prepare all Budget Adjustment Requests (BAR) and present with recommendations to the Governance Council as necessary;
- Represent the School throughout all phases of the annual audit; and
- Review business manager's required reports and make recommendations to the NAS-LC GC regarding the reports as necessary.

**Section 7.3. Audit Committee.** The Governing Council also will establish an Audit Committee, including two Governing Council members, one volunteer member who is a parent of a student attending NAS-LC, and one volunteer member who has experience in accounting or financial matters. The Head Administrator and the Business Manager shall serve as ex-officio members of the Audit Committee.

The Audit Committee shall:

- Evaluate the request for proposals for annual financial audit services;
- Recommend the selection of the financial auditor; attend the entrance and exit conferences for annual and special audits;

- Meet with external financial auditors at least monthly after audit field work begins until the conclusion of the audit;
- Be accessible to the external financial auditors as requested to facilitate communication with the Governing Council and the Head Administrator;
  - Track and report progress on the status of the most recent audit findings and advise the Governing Council on policy changes needed to address audit findings;
  - Provide other advice and assistance as requested by the Governing Council; and
- Be subject to the confidentiality requirements of the Audit Act, NMSA 1978 Section 12-6-1 et seq., and any other applicable requirements of law.

**Section 7.4. Nominating Committee.** NAS-LC GC's Nominating Committee is appointed by and responsible to the NAS-LC GC to assume the primary responsibility for matters pertaining to NAS-LC GC member recruitment, nominations, orientation, training, and evaluation in accordance with the NAS-LC GC policies and bylaws as well as established policies and practices approved by the NAS-LC GC.

**Section 7.5. School Advisory Council.** NAS-LC GC shall appoint a committee of students, parents, community members and teachers to provide input to NAS-LC GC on issues such as school environment, educational program and opportunities, budgeting, and any other matter that may be designated by a resolution of NAS-LC GC.

**Section 7.6. Term of Office.** Each member of a committee shall continue as such until the next Annual Meeting of NAS-LC GC or until the member's successor is appointed, unless the committee is sooner terminated, such member is removed from the committee, or the member ceases to qualify as a member.

**Section 7.7. Chair.** One member of each committee shall be appointed Chair of such committee by the NAS-LC GC. The Chair shall call, conduct and cause minutes to be prepared for each committee meeting.

**Section 7.8. Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**Section 7.9. Rules.** Each committee may adopt rules for its own government not inconsistent with the NAS-LC GC resolution creating the committee, these Bylaws, or the NAS-LC charter. The committee shall comply with the New Mexico Open Meetings Act when its activities involve policy development or other discussions of school business.

## **VIII. BOOKS & RECORDS.**

**Section 8.1. Minutes.** Minutes of all meetings of NAS-LC GC will be kept in accordance with the New Mexico Open Meetings Act. The minutes shall include a record of actions taken including actions on policy, positions of the NAS-LC GC, resolutions, rule, or any other formal action of the NAS-LC GC. As required by law, all minutes and other records of meetings of the NAS-LC GC shall be public documents and open to public inspection in accordance with the New Mexico Inspection of Public Records Act. NMSA 1978 §§ 14-2-1 *et seq.* ("IPRA")



**Section 8.2. Books and Records.** NAS-LC GS shall keep all records required by law and these Bylaws, minutes of NAS-LC GS and all committees, its financial books and records, and the names and addresses of the NAS-LC GS at the administrative offices of the charter school. To the extent required or permitted by law, all records of NAS-LC GS shall be public documents and open to public inspection in accordance with the IPRA. Student records, personnel records and any other records protected by IPRA, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; or other privacy laws shall be open only to the extent, and to the persons, permitted by such laws.

## **IX. CONTRACTS, CHECKS, DEPOSITS AND GIFTS.**

**Section 9.1. Contracts.** NAS-LC GC may authorize any Officer or Member, agent or agents of NAS-LC GC, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf the charter school. Such authority may be general or confined to specific instances.

**Section 9.2. Checks, Drafts, Etc.** All checks, drafts or orders for the payment of money from school funds issued in the name of NAS-LC, shall be signed by such Officer or Officers, agent or agents of the charter school as determined by NAS-LC GC in such manner as shall from time to time be determined by resolution and policy of NAS-LC GC. In the absence of such determination by NAS-LC GC, such instruments shall be signed by the Treasurer and countersigned by either the President or Vice-President of NAS-LC GC. No Officer or agent of the charter school has authority to pledge funds of the charter school in any matter which is not (a) provided for in a formal budget of the school or (b) approved by proper advance vote of NAS-LC GC.

**Section 9.3. Gifts.** NAS-LC GC may accept on behalf of the charter school any contribution, gift, bequest or devise for the general purpose or for any special purpose of the charter school so long as consistent with the Charter Schools Act and New Mexico public finance laws. All gifts whether directly to NAS-LC GC or the charter school shall become property of the charter school.

**Section 9.4. Proxies.** No vote on actions of NAS-LC GC may be taken by proxy.

## **X. LEGAL COMPLIANCE/MEMBER TRAINING.**

**Section 10.1. General Standards of Conduct.** Each NAS-LC GC Member shall discharge the Members' duties as a NAS-LC GC Member, including a Members' duties as a NAS-LC GC's committee member, and each Officer shall discharge the Officer's duties, (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (iii) in a manner the Officer or Member reasonable believes to be in NAS-LC best interest.

**Section 10.2. Duty to be Informed.** NAS-LC must comply with all applicable federal, state (to the extent such provisions have not been waived by the department), and local laws and regulations as well as the terms and conditions of its charter. NAS-LC GC Members must familiarize themselves with the following key provisions of New Mexico laws in order to ensure that the charter school is in compliance:

- Charter School Act (NMSA 1978 §§ 22-8B-1 et seq.)
- School Personnel Act (NMSA 1978 §§ 22-10A-1 et seq.);
- Procurement Code (NMSA 1978 §§ 13-1-1 et. seq.);
- Open Meetings Act (NMSA 1978, §§ 10-15-1 et seq.);



- Public School Finance Act (NMSA 1978 §§22-8-1 et seq.);
- Applicable rules and regulations issued by the New Mexico Public Education Department (“PED”) (contained in Title 6 of the New Mexico Administrative Code).

**Section 10.3. Member Training.** Each new Member of NAS-LC GC will undergo orientation training within six (6) months of approval of the charter application. Such orientation and training will include:

- Charter School Act (NMSA 1978 §§ 22-8B-1 et seq.)
- School Personnel Act (NMSA 1978 §§ 22-10A-1 et seq.);
- Procurement Code (NMSA 1978 §§ 13-1-1 et. seq.);
- Open Meetings Act (NMSA 1978, Sections 10-15-1 et seq.);
- Public School Finance Act (NMSA 1978 §§22-8-1 et seq.);
- Introduction to the applicable rules and regulations issued by the New Mexico Public Education Department (“PED”) (contained in Title 6 of the New Mexico Administrative Code);
- Roles and responsibilities of GC Members;
- Principal/GC relationship; and
- Such other topics as determined by NAS-LC CG.

All members of the GC will participate in at least two trainings each year for the first three years of the term of the charter. Thereafter, the GC will participate in at least one professional development training each year. These trainings will include but not be limited to: respecting roles and responsibilities, liabilities, ethics, school finance, budget process, procurement code, the Open Meeting Act, role and relation to the authorizer, the charter school landscape as well as strategic planning, the cost of which will be borne by the school.

**Section 10.4. Self-Evaluation.** NAS-LC GC will annually evaluate itself as a whole using a constructive 360-degree process focusing on governance improvement, effectiveness and efficiency.

**Section 10.5. Nondiscrimination.** NAS-LC GC shall not discriminate against any student, employee parent, community member, or volunteer on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical conditions sexual orientation or gender identity with respect to his/her rights, privileges, programs, activities, and/or in the administration of NAS-LC’s its educational programs and athletics/extracurricular activities.

## **XI. INDEMNIFICATION.**

**Section 11.1. Indemnification.** To the extent permitted or required by New Mexico Law, if any Member or Officer of NAS-LC GC is made a party to or is involved in (for example as a witness) any proceeding because such person is or was a Member of NAS-LC GC, NAS-LC (i) shall indemnify such person from and against any judgments, penalties, fines, amounts paid in settlement and reasonable expenses (including but not limited to expenses of investigation and preparation, and fees and disbursements of counsel, accountants or other experts) incurred by such person in such proceeding, and (ii) shall advance to such person expenses incurred in such proceeding except where the Member’s involvement is caused by his/her intentional misconduct or malicious or reckless actions.

Member shall mean a member or former member of NAS-LC GC who is serving or who has served in accordance with the selection of such member or officer as described in these



Bylaws. Proceeding shall mean any threatened, pending or completed action, suit, or proceeding whether civil or criminal, administrative or investigative , and whether formal or informal.

#### **Section 11.2. Additional Insurance**

### **XII. AMENDMENTS.**

**Section 12.1. Amendments.** Amendments to NAS-LC GC Bylaws and amendments to the NAS-LC charter shall be made by a two-third's majority vote of the Members during a meeting at which a quorum is present provided that the meeting is properly noticed in accordance with Section 5.5.

**Section 12.2. Notice of Proposal - Advance Reading - Waiver.** Proposed amendments shall be read at a public meeting not less than thirty (30) days before taking a vote to amend, unless such reading is waived or the period for review is shortened by unanimous consent of the Members present.

**Section 12.3. Approval of Amendments by PEC.** Amendments that affect the material terms of the charter shall be presented to the Public Education Commission for approval in accordance with the procedures adopted by the PEC and/or its staff and NAS-LC GC.

**Section 12.4. Limitation on Amendments.** No amendment to these Bylaws may in any way alter, amend, or controvert any provision of the charter contract.

### **XIII. CONFLICTS OF INTEREST.**

**Section 13.1. Conflict of Interest Definition.** A conflict of interest transaction means a transaction or other financial relationship between NAS-LC and a member of NAS-LC GC or between NAS-LC and a party related to a member of NAS-LC GC, or between NAS-LC and an entity ("related entity) in which a Member of NAS-LC GC has a financial interest. For purpose of this Article, "party related to a Member" shall mean a spouse, a domestic partner, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the Member or a party related to a Member has a beneficial interest, or an entity in which a party related to a Member is a Director, Officer, or has a financial interest.

The following situations have the potential for being an actual conflict of interest and must be avoided unless the NAS-LC GC Member has brought the issue before NAS-LC GC for consideration and it voted to approve the transaction in an open meeting:

- A. Hiring or the Principal's hiring of a party related to a member, whether full-time or part-time;
- B. Acquiring, leasing, selling any property, facilities, materials, or contract services (e.g., financial, legal, public relations, and computer) by NAS-LC under circumstances in which there is direct or indirect compensation to a Member of the NAS-LC GC or a party related to a member or a related entity of the member;
- C. Using confidential information acquired by virtue of their associations with the NAS-LC for their individual or another's private gain;
- D. Requesting or receiving and accepting a gift or loan for themselves or another that tends to influence them or appear to influence them in the discharge of their duties as a Member of NAS-LC- GC; or

- E. Influencing or having the appearance of influencing business with suppliers to NAS-LC, which results in the financial benefit to a Member of NAS-LC GC, a party related to a member or a related entity.

**Section 13.2. Disclosure.** Members shall disclose any known present or potential conflicts of interest, which disclosure shall be reduced to writing, to the NAS-LC GC prior to or at the time set for voting on any conflicting interest transaction. Written disclosures shall be attached to the minutes of the meeting at which, or the first meeting after, such disclosure has been made.

**Section 13.3 Voidability of Conflicting Interest Transactions.** No conflicting interest transaction shall be void or voidable or set aside because the conflicting interest transaction involves a Member of NAS-LC GC solely because the Member is present at or participates in the meeting of NAS-LC GC where NAS-LC GC authorizes, approves or ratifies the conflicting interest transaction, if:

A. The material facts as to the Member's relationship or interest and as to the conflicting interest transaction are disclosed in a public meeting, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the disinterested Members entitled to vote thereon;

B. The continued membership of the Member or any other Member on the NAS-LC GC will not be biased or influenced by approval of the transaction; and

C. The conflicting interest transaction is in the best interest of NAS-LC

**Section 13.4 Approval of Conflicting Interest Transactions.** Members with conflicting interests may be counted as present for purposes of determining a quorum to act and may discuss such transactions in public session. Members with conflicting interests shall not vote on such transactions. Failure to abide by this provision may constitute grounds for removal of a director.

THE FOREGOING bylaws were duly adopted by the New America School – Las Cruces Governing Council on this \_\_\_\_ day of \_\_\_\_ 2012, a meeting held in accordance with the New Mexico Open Meetings Act.

NEW AMERICA SCHOOL – LAS CRUCES

By: \_\_\_\_\_  
Governing Council President

Attest:

\_\_\_\_\_  
Governing Council Secretary



**NEW AMERICA SCHOOL-LAS CRUCES  
GOVERNING COUNCIL  
RESOLUTION NO. 2013-03-14-01**

Resolution Regarding Amendment to Bylaws

WHEREAS, the New America School-Las Cruces Governing Council ("Council"), the governing body of the New America School-Las Cruces, a public charter school ("School"), met in regular session at 207 S Main St. Las Cruces, New Mexico on March 14, 2013, at 5:00 p.m.; notice of the meeting was provided by law;

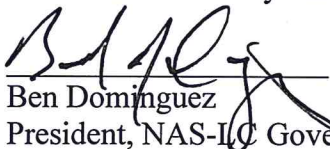
WHEREAS, the 30-day reading/review period provided by Section 12.2 of the Governing Council Bylaws was waived by unanimous consent of the Council members present; and

WHEREAS, the Council determined that a new Section VII.3 be added to the Governing Council Bylaws adding an Audit Committee, and subsequent subsections be renumbered accordingly, as set forth in the amended bylaws attached hereto.

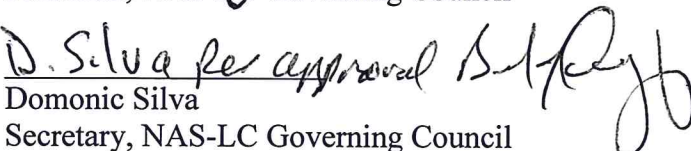
THEREFORE, BE IT RESOLVED that, by 2/3 majority vote of the Governing Council during a properly-noticed meeting at which a quorum was present, the Bylaws are hereby amended as provided herein.

The undersigned Secretary certified that he is the duly elected Secretary of the Council and that the above is true and correct statement of the Resolution that was duly adopted at a meeting of the Council, which was held in accordance with State laws and bylaws of the New America School – Las Cruces Governing Council.

The motion was duly made, seconded, and 6 voted in favor and 0 against; the motion carried.

  
Ben Dominguez  
President, NAS-LC Governing Council

Dated: 3/14/13

  
Domonic Silva  
Secretary, NAS-LC Governing Council

Dated: 3/14/13