

Cleveland Humanities Magnet Parent Association

ARTICLE I—NAME

The name of this organization shall be the CLEVELAND HUMANITIES MAGNET PARENT ASSOCIATION. Hereafter referred to as the CHMPA.

ARTICLE II—PURPOSE

The purpose of the CHMPA shall be to promote the activities of the Grover Cleveland Charter High School Humanities Magnet and raise, to the maximum extent possible, the additional funds not provided by the school, that are required to support the Humanities Magnet's activities and all students while cooperating with the respective officers, parents, teachers and Magnet Coordinator. The CHMPA shall facilitate communication and parent education as well as encourage and coordinate volunteerism. The CHMPA shall foster a spirit of inclusion, partnership, community, and cooperation.

To accomplish these purposes, the corporation may receive, hold and disburse gifts, bequests, devises, other funds, and any personal property which is deemed necessary for these purposes; and to enter into, make, perform, and carry out contracts of any kind for any lawful purpose.

ARTICLE III—POLICY

The CHMPA shall be non-commercial, non-sectarian, and non-partisan. No commercial enterprises or any candidate shall be endorsed by the CHMPA. The name of the CHMPA, or its officers in their official capacity shall not be used in any connection with a commercial concern or with any partisan interest, or for any other than the regular work of the CHMPA. The CHMPA may cooperate with other organizations of the school.

ARTICLE IV—MEMBERSHIP AND DUES

SECTION 1 - MEMBERSHIP

Membership of the CHMPA shall be comprised of all parents and/or guardians of students who are part of the Grover Cleveland Charter High School Humanities Magnet.

The CHMPA shall have no members within the meaning of Section 5056 of the California Nonprofit Corporation Law. Any action which would otherwise require approval by such members shall require only approval of the Board.

SECTION 2 - Associates

The CHMPA may refer to persons associated with it as “members” even though such persons are not members, within the meaning of Section 5056 of the California Nonprofit Corporation Law, and no such reference shall constitute anyone as a member. The CHMPA may confer, by amendment of its Articles of these Bylaws, some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, upon any person or persons who do not have the right to vote for election of officers or on a disposition of substantially all of the assets of the CHMPA or on a merger or on dissolution or on changes to the CHMPA’s Articles or Bylaws, but no such person shall be a member within the meaning of said Section 5056.

SECTION 3 - DUES

There are no dues to be a member of the CHMPA.

ARTICLE V—OFFICERS

SECTION 1 - POSITION AND TERMS OF OFFICE

The officers shall be the President, Vice President, Recording Secretary, and Treasurer. The CHMPA may also have one or more other officers as may be appointed or elected in accordance with the provisions of these Bylaws. Officers shall be nominated and elected by the Board of Directors, from eligible members of the CHMPA for one-year terms (July through June). These terms may be renewed each year pursuant to approval and election by the Board. Officers provide the services as stated herein on a volunteer basis only; and receive no compensation.

SECTION 2 - PRESIDENT

The President shall be responsible for presiding at the regular, executive, and special meetings of the CHMPA. They shall also be responsible for ensuring that all activities of the CHMPA are successfully accomplished. The President will maintain liaison with the School Administration Officials and will cooperate with the Magnet Coordinator.

SECTION 3 – VICE PRESIDENT

The Vice President shall be responsible to carry out the duties of the President in their absence, inability to act, or when those duties are so delegated. The Vice President will maintain liaison with the Magnet Coordinator.

SECTION 4 - RECORDING SECRETARY

The Recording Secretary shall keep an accurate record of all proceedings of both the meetings of the CHMPA and the Board. They shall maintain all records of correspondence and proceedings of the CHMPA in a book to be kept for this purpose. They shall take minutes and be prepared to make a report of each official meeting of the CHMPA and Board. They shall ensure that proper notice is given of all meetings of the CHMPA and the Board. The Recording Secretary shall maintain liaison and cooperate with the Magnet Coordinator

SECTION 5 - TREASURER

The Treasurer shall be responsible for keeping track of all moneys that belong to the CHMPA. They shall be responsible for maintaining a bank balance that records the deposits and withdrawals of CHMPA funds. They shall work with the accountant and give a full report of the status of the accounts at each regular meeting and whenever asked to do so upon sufficient notice of a member of the Board. The Treasurer shall be the Chairperson of the Budget Committee that will prepare an annual budget showing projected annual revenue and expenses to be approved by the Board of CHMPA at the end of each school year. The treasurer shall maintain liaison and cooperate with the Magnet Coordinator. However, the Magnet Coordinator will not be a signer on the bank account.

A Review Committee, appointed by the President, shall audit the Treasurer's records each year in June.

The Treasurer shall have primary responsibility for writing all checks for approved CHMPA items. These checks shall be signed by a Board Member with signature authorization, or two Board Members with signature authorization if the check amount is \$1,000.00 or more.

TITLE VI—COMMITTEES

SECTION 1 - STANDING COMMITTEES

The following shall be the Standing Committees for the CHMPA. Each committee may select/appoint a chairperson or co-chairpersons as deemed necessary.

A. NOTIFICATIONS - It shall be their duty to see that activities of the CHMPA and other school events are publicized substantially prior to such activities and events taking place.

B. BUDGET - It shall be their duty to meet with the Magnet Coordinator and Board prior to the end of the school year in June to establish a recommended budget for the following fiscal year and present it to the Board of Directors for approval.

The budget shall indicate estimated income expenses and needs for the following fiscal year. The budget shall cover the period of July through June.

The committee will periodically meet to make recommendations as to adjustments to the approved budget based on actual funds raised and/or additional Magnet needs. The Treasurer shall be the Chairperson of this committee.

C. REVIEW – The purpose of the Review Committee will be to annually review the Treasurer’s financial records and report back to the Board of Directors.

D. FUNDRAISING - It shall be their duty to provide fund raising promotions and events in support of the CHMPA’s approved budget.

SECTION 2 - OTHER COMMITTEES

The President, with the approval of the Board, shall appoint such other committees as he/she may feel are necessary at the time to fulfill the purposes of the CHMPA.

SECTION 3 - COOPERATION

It shall be necessary for all Committees to cooperate with each other to the fullest extent.

ARTICLE VII—BOARD OF DIRECTORS

SECTION 1 - MEMBERSHIP

The authorized number of directors shall be set by resolution of the directors but not less than one (1) or more than seven (7). Directors must be current or former members of CHMPA. Each director shall serve for a term of one year and at least until their successor shall have been elected and qualified without prejudice to any Director’s ability to resign as set forth in these Bylaws.

SECTION 2 – POWERS

Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the members, the business and affairs of the CHMPA

shall be managed and all corporate powers shall be exercised, by or under the direction of the Board. Directors Provide the services as stated herein on a volunteer basis only; and receive no compensation.

SECTION 3 – MEETINGS

The Board shall meet prior to the beginning of the school year, monthly just prior to the general CHMPA meeting, and as needed per Board discretion, the President having the authority to call additional meetings as required. Two-thirds of the Board Members at a meeting shall constitute a quorum.

SECTION 4 - VACANCIES

The Board shall fill any vacancies, as appropriate, through a majority vote appointment that occur for the elected term only.

SECTION 5 - ABSENCE

In the event a member of the Board misses three (3) consecutive meetings without a valid excuse, the Board may declare such a position to be vacant.

SECTION 6- RESIGNATION AND DISMISSAL

Any director or officer may resign at any time by giving written notice to the CHMPA. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the CHMPA under any contract to which the Director is a party.

If it is determined that a Director or officer is acting in detriment to the organization or fails to fulfill his/her responsibilities, a special meeting of The Board shall be called, and the removal of the Director will need to be approved by a majority vote of the board member quorum.

ARTICLE VIII—MEETINGS

SECTION 1 - REGULAR MEETINGS

Regular monthly meeting dates shall be determined by the Board. The regular meeting may be changed due to special circumstances by a majority vote of the membership or by the Board with all members being notified of such change. CHMPA meetings may include guest speakers, discussions concerning school business and events, and other information

SECTION 2 - SPECIAL MEETINGS

Special meetings may be called when approved by the Board. Special meetings may take place in person or by phone, when approved by the Board.

SECTION 3 - ACTION WITHOUT A MEETING

If a quorum cannot take place, a vote may be held to move on urgent items. This vote may be made by conference call, text message, and/or email.

ARTICLE IX—EXPENDITURES & FUNDRAISING

SECTION 1 - UNBUDGETED EXPENDITURES

A majority of the Officers and/or Board of Directors, and Magnet Coordinator may authorize a non-budgeted expenditure of CHMPA funds up to \$500.00 per month, without obtaining prior approval from the Board at a regular or duly called meeting. Such expenditures shall be reported as soon as possible, and at least at the next regularly scheduled meeting of the Board.

SECTION 2 - FUNDRAISING ACTIVITIES

Fundraising activities shall be recommended by the Board. Funds raised shall be applied to the general fund or to a previously designated specific objective.

ARTICLE X—REVIEW AND AMENDMENT

SECTION 1 - REVIEW

These By-Laws shall be reviewed at a minimum every four (4) years as per Board discretion, by the Board of Directors or by a special committee appointed by the President.

The Bylaws shall be published online and available to all members of the CHMPA and the public.

SECTION 2 - AMENDMENT

These Bylaws may be amended by a majority vote of the Board at a regular or special meeting called for that purpose.

ARTICLE XI – DISSOLUTION

If at some point in time, there is the dissolution of the Cleveland Humanities Magnet Parent Association all remaining funds and assets will be distributed to the Grover Cleveland Charter High School Humanities Magnet.

ARTICLE XII – MISCELLANEOUS

The CHMPA is an entity, completely separate and apart from Grover Cleveland Charter High School and Cleveland Humanities Magnet High School. The CHMPA shall maintain its own 501(c)(3) status, file and pay its own taxes, and maintain its own insurance.

ARTICLE XIII – INDEMNITY

CHMPA agrees to indemnify, defend, and hold harmless the board members, its officers, directors, and employees (if any are hired) from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs or expenses (including attorney's fees and costs), arising out of or related to CHMPA activities, whether arising from, relating to, caused by or contributed to by the members, or any other party indemnified herein, unless caused by the sole negligence of the member or any other party indemnified herein.