**Governing Documents Committee Recommended Changes**

**NEW MEXICO CHARTER SCHOOL**

**EDUCATIONAL SERVICE ASSOCIATION (ACES)**

**JOINT POWERS AGREEMENT TO ESTABLISH THE NEW MEXICO**

**CHARTER SCHOOL EDUCATIONAL SERVICE ASSOCIATION**

All references to the “Governing Board” shall be changed to “JPA Membership Board”.

**PURPOSE:** The participating members may cooperate on an equitable cost basis in establishing the Association to fulfill the following purposes:

 Services and Items of Tangible Personal Property. Allservices and items of tangible personal property shall be secured by the Association in accordance with the requirements of the Procurement Code and the policy, procedures and guidelines established by the Governing Board of this Joint Powers Agreement. Each participating member shall have the option to purchase those services and items of tangible personal property established through the Association’s procurement activities, which include, but are not limited to, the following:

1. Purchase of professional services, construction services and tangible personal property for local public bodies, external procurement units and state agencies, when so requested and in accordance with the requirements of the Procurement Code.

(d.) Executive Committee The Executive Committee shall function in the tradition of a board of directors and shall retain control of the management decision common to a board of directors including but not limited to strategic planning, Association evaluation, financial oversight, and setting of staff salaries. The Executive Committee shall also exercise such other functions as may be delegated to it by the Governing Board. The Executive Committee shall be composed of the Association president and vice-president, ~~three~~ seven at large Joint Powers Agreement members selected by the Governing Board, ~~and~~ an ex-officio representative of the Public Education Department selected by the Secretary of Education and not exceed two ex-officio representatives of the New Mexico Coalition of Charter Schools which is a private non-profit corporation selected by its Executive Director.

**BYLAWS**

ADOPTED: July 24, 2013

EFFECTIVE: July 24, 2013

REVISED: October 30, 2014

 October 29, 2015

 October 27, 2016

 December 7, 2017

BYLAWS

All references to the “Governing Board” shall be changed to “JPA Membership Board”.

I.B.1

The ~~principal office~~ mailing address of ACES shall be ~~located at 400 Coal Street SW, City of Albuquerque, County of Bernalillo, state of New Mexico~~ PO Box 3146, Albuquerque, M 87190. ACES may have such ~~other~~ offices within or outside the State of New Mexico as the Governing Board may determine from time to time.

#### II.B.4.b)

An Executive Committee member will be terminated from the Executive Committee upon a confirming vote of the Executive Committee if either of the following conditions exist; The Executive Committee member (Added 10.29.2015)

* + - 1. Except for Ex-Officio Committee members, the Executive Committee member has two un-notified absences in a row (un-notified means the member did not call ahead to make a reasonable contact to the President or Executive Director prior to the meeting to indicate they would be absent from the upcoming meeting).has three absences in a row.

##### (2) Except for Ex-Officio Committee members, the Executive Committee member has three absences in a row.

 c)

When an Executive Committee opening occurs from the ~~three~~ seven members’ at large, the President shall appoint a Nominating Committee Chair.

II.F.2

#### The ACES Executive Committee shall be comprised ~~of the President, Vice-President; three representatives of the Governing Board selected by that group, three representatives of the Governing Board of the New Mexico Coalition of School Charter Schools selected by that group and an ex-officio representative from the Public Education Department~~ according to the JPA..

II.F.3.c)

Ex-officio member of boards and committees are persons who are members by virtue of some other office or position that they hold, and have exactly the same rights and privileges as do all other members. Ex-officio members are not counted in determining the number required for a quorum or in determining whether or not a quorum is present.

II.G.2.

#### Special meetings of the Governing Board may be called by, or at the request of the President or any four (4) Governing Board members and shall be held ~~at the principal office of ACES, or~~ at such ~~other~~ place as the President or Executive Director members may determine.

III.B.4

The Executive Director shall serve under a ~~an annual~~ contract issued by the Governing ~~b~~Board ~~of Directors~~ JPA Membership Board; however, the ~~Governing Board~~ ~~of Directors~~ JPA Membership Board may contract with the Executive Director for a term not to exceed two (2) years.

III.B.7

#### The contract of the Executive Director may be terminated at the recommendation of the Executive Committee, in accordance with his/her contract, upon a majority vote of the ~~Governing Board~~ JPA Membership Board.

#### The Executive Committee may suspend the Executive Director for employee misconduct upon a majority vote of the members in its entirety.

Minor typographical changes

I.C.7; II.D.4; II.F.2.a) (3).

**BOARD POLICIES**

ADOPTED: October 30, 2014

EFFECTIVE: October 30, 2014

REVISED: December 8, 2017

 All References to the “Governing Board” shall be changed to “JPA Membership Board”.

I.B.3

I.B.3.a The Executive Director shall implement, monitor and report quarterly on budget implementation.

I.B.3.b Budget Adjustment Request shall be recorded in Executive Committee meeting minutes quarterly.

I.E.1

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of ACES shall be signed by two individuals for amounts over $20,000 for reimbursement of bid items and over $1,000 for all other items, and in such a manner as shall from time to time be determined by Resolution of the Board of Directors.

I.E.3

The Board of Directors shall select a depository bank according to the regulations provided for members in selecting depository banks.

All funds of ACES shall be deposited ~~daily~~ within one business day of receipt to the credit of ACES in such banks, trust companies, or other depositories as the Board of Directors or its agent may select.

I.G.2.b.

The ACES Permanent Fund will be a fund of ACES, designed to provide a long-term financial base.

Funds from the Permanent Fund can only be dispersed upon written agreement of the ~~President~~ ~~Governing Board~~JPA Membership Board and Executive Director.

I.G.4

Assets with a life of three (3) or more years and a value of ~~One Thousand Dollars ($1,000)~~ Two Thousand Five Hundred Dollars ($2,500) or more shall be inventoried.

I.G.7

Any equipment assigned to an employee for extended use shall be accepted as the responsibility of the employee in writing.

I.J.1

### Payments by Members

I.J.1.a Payments shall be made by members to ACES within 15 days of receipt of invoice for services and personal tangible property that is delivered and acceptable.

I.J.1.b Payments not received in 30 days shall be delinquent. Members whose accounts are more than 30 days delinquent will lose procurement privileges, unless ~~written~~ the Executive Director grants written approval to extended procurement privileges.

I.J.!c A delinquent fee may be assessed.

### II.B.15PROBATION (Deleted)

~~All new employed staff will be on a 90 day probation period. This period may be extended at the discretion of the Executive Director. Benefits commence after completion of the probation period, except for PTO which may be earned but not used and bereavement leave.~~

II.C.4

~~No employee of ACES may make any mention of the ACES members or employees, events, findings, opinions, policies, or procedures of ACES in any public format. This includes but is not limited to formats such as MySpace, Face Book, or any blog or other networking site. Confidentiality of nonpublic information will be strictly enforced.~~

### II.D.6 PAY PERIOD/PAYDAY

Payroll will be issued ~~semi~~-monthly except for participants in the Substitute Program. The workweek shall be defined as 7 consecutive 24-hour periods beginning Sunday and ending Saturday.

~~The pay period shall be defined as the first of the month through the 15th of the month, and the 16th of the month through the last day of the month.~~

### II.D.8 HOLIDAYS

The following holidays will be observed by ACES. Holidays are not paid during a medical, educational, or maternity leave. All non-exempt, full time employees who work on one of the designated holidays (midnight to midnight) will be paid double their normal rate of pay. Time paid under this benefit will not be calculated as hours worked for the purpose of determining overtime unless the employee actually works on the holiday. The Holidays are New Year’s Day, ~~Presidents Day,~~ Memorial Day, Fourth of July, Labor Day, Thanksgiving, ~~Christmas Eve,~~ and Christmas Day.

Minor typographical changes

II.B.2; II.B.2.a; II.B.3; II.B.5; II.B.7; II.B.14; II.B.17; II.B.20; II.C.3; II.D.1; II.D.4; II D.5; II.D.13; II.D.14; III.C.13; III,D,13; III.E.13; III.F.2; III.F.3; III.F.4; III.F.5; III.F.6; III O.3; II.O.8; II.O.9.