

BYLAWS

OF

East Voyager Academy of Charlotte

**Approved by the East Voyager Academy of Charlotte Board of Trustees
Original vision on 9-8-2016 and revision on 10-20-2017, 2-8-2018, and 3-17-2018**

**ARTICLE I.
CORPORATE NAME**

Section 1.1 Name. The name of the Corporation shall be as specified in the Articles of Incorporation, as amended, to wit: East Voyager Academy of Charlotte (EVA, EVAC, or School).

Section 1.2 Name for Conducting Business. The Corporation may conduct business under the name East Voyager Academy of Charlotte, EVA, EVAC, East Voyager, East Voyager Academy, East Voyager Primary, East Voyager Elementary, or East Voyager Middle School.

**ARTICLE II.
REGISTERED OFFICE AND AGENT**

Section 2.1 Registered Office and Agent. The Registered Office and Registered Agent of the Corporation required by law shall be initially designated in the Articles of Incorporation and continuously maintained by the Board of Trustees (Board).

Section 2.2 Changes. The Board may change the Registered Office or Registered Agent at its discretion from time to time after giving due notice of such change as required by law to the Secretary of State of North Carolina.

**ARTICLE III.
FISCAL YEAR**

Section 3.1 Fiscal Year. The fiscal year of EVA shall end on midnight of June 30 of each year. The Board shall have the power to change the fiscal year.

Section 3.2 Mandatory Audit. The EVA Board of Trustees shall be required periodically and no less than once a year to employ an independent, certified public accountant to audit the accounts of the Corporation.

**ARTICLE IV.
CORPORATE PURPOSES**

Section 4.1 Corporate Purpose. EVA is organized and operated exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, or any corresponding provision of any future United States Internal Revenue Law (the "Code"). EVA is formed for the specific purpose of operating exclusively for the benefit of, to perform the functions of, or to carry out the purposes of the Mission of East Voyager Academy of Charlotte as provided in its Charter.

Notwithstanding any other provision of these Bylaws, no part of the net earnings of the EVA shall inure to the benefit of any private shareholder or individual; provided, further, that no substantial part of the activities of the EVA shall consist of carrying on propaganda, or otherwise attempting to influence legislation, The EVA Board of Trustees and EVA employees shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office. Furthermore, notwithstanding any other provision of these Bylaws, the operations, activities, and powers of the EVA Board of Trustees shall be limited to those permitted by an organization described in Internal Revenue Code Section 501(c)(3).

Section 4.2 Nondiscrimination Policy. EVA shall accept students and hire staff without discrimination as to race, color, religion, national origin, sex, marital status, sexual orientation, educational affiliation, handicap status, or age, and shall comply with all applicable laws and regulations relating thereto.

Section 4.3 Student Enrollment. Subject to total enrollment limitations, enrollment in the school shall be open to any child in accordance with current North Carolina Charter School law.

ARTICLE V. MISSION STATEMENT

The mission of the East Voyager Academy of Charlotte is to graduate its students with English-Chinese bilingual proficiency, strong academics, and intercultural competence.

ARTICLE VI. BOARD OF TRUSTEES

Section 6.1 General Powers. All EVA powers shall be exercised by or under the authority of, and the business and affairs of the EVA shall be managed under the direction of the school's Board of Trustees.

Section 6.2 Specific Responsibilities. On behalf of EVA, the Board shall at a minimum maintain a Charter School Contract and ensure full compliance with the North Carolina Charter School laws. In addition, The Board's responsibilities include, but are not limited to the following:

- a. Sign Charter School Contract
- b. Make every effort to maintain a positive and productive working relationship with the Sponsoring School District
- c. Comply with all Federal and North Carolina laws
- d. Develop and approve a strategic plan for the school
- e. Adopt and approve the annual budget of the school
- f. Validate all major contracts with the school by giving and approving formal approval
- g. Employ the school's principal and oversee the principal's hiring of school staff
- h. Evaluate the Principal of the school at least annually
- i. Ensure that all personnel undergo background checks and finger printing prior to hiring
- j. Contract services legally requiring Board Approval for the school
- k. Ratify salaries and discharge policies for the school's employees
- l. Ensure the approved charter is being followed or amended with approved changes
- m. Approve operating procedures for the school
- n. Ensure that the curriculum fulfills the mission statement of the school
- o. Hear appeals for teacher dismissal, grievances, and student expulsions
- p. Build and maintain a parent, educator, and community partnership
- q. Ensure that the school will adhere to Federal and State health, safety, civil rights, and disability rights
- r. Develop and adopt policies and procedures of the school
- s. Oversee and assure the financial health of the school
- t. Perform any and all necessary legal acts to effectuate the purpose of the school
- u. Delegate the day to day responsibilities of the operations of the school to the school's principal

Section 6.3 Number, Tenure, and Qualifications of Board Trustees. The Board shall consist of seven (7) Trustees. The founding Board will be appointed and made up of three groups: the first group consists of three (3) Trustees whose term will end on the last day of fiscal year one, the second group will consist of two (2) Board Trustees whose term will end on the last day of fiscal year two, and the third group will consist of two (2) Board Trustees whose term will end on the last day of fiscal year three. The seats of the founding board will be designated as follows:

Group 1: 1 seat is designated as an appointed seat, 2 seats are designated as elected seats.

Group 2: 1 seat is designated as an appointed seat, 1 seat is designated as an elected seat.

Group 3: 1 seat is designated as an appointed seat, 1 seat is designated as an elected seat.

Every year after EVA opens the door to its students, open elected seat/seats shall be filled by an election by employees and parents or guardians of students enrolled in EVA and open appointed seat/seats shall be appointed by the Board. Board Trustees shall be elected or appointed for a three-year term, and may serve up to three consecutive terms but shall not be eligible for re-election or re-appointment thereafter until one year following the expiration of the third consecutive term. Terms for elected trustees shall commence on July 01 of a given

year, and terms for appointed trustees shall commence upon appointment by the Board. All expiring terms shall conclude on June 30th, the last day of a given fiscal year.

All individuals seeking consideration for either election or appointment to the Board must qualify under all requirements of the North Carolina Charter School Law. In no case may the following individuals be considered for service on the Board: (1) an employee of EVA; (2) a relative by marriage of an employee of EVA; (3) an individual who has either been removed or subsequently resigned without just cause from a Board Trustee's seat before the end of the Board Trustee's term; or (4) a convicted felon. In addition, at most two Trustee's seats can be held by parents or legal guardians of students enrolled in the school at any given time. Whether elected or appointed, at least one-third of the Board Members must be fluent in Mandarin and offer expertise in Chinese culture and heritage. The majority of the Board must be NC residences. In compliance with North Carolina Charter School Law, the number of the Members on the Board cannot be less than five (5) or more than 11 as set by the Board.

Section 6.4 Elections. The election schedule will be published and provided to all employees and parents and guardians of students enrolled in EVA at least sixty days prior to the election. All Board candidates must file for the election from February 1st through March 15th for the purpose of being listed on the printed ballot. A Board appointed administrative assistant must receive filing forms by 3:00 p.m. on March 15th or the next business day should March 15th not be a business day. Board seats open for election shall be elected at an election scheduled before the last school day of April each year.

The eligible Board Trustees' seats shall be filled by a plurality-at-large of the votes cast. Each voter may select a number of candidates that is less than or equal to the electable Board Trustees' seats on the ballot. No voter may cast more than one vote for the same candidate. Any ballot that does not comply with the requirements described above shall be considered void and will not be counted.

The candidates with the most votes (who may or may not obtain a majority of available votes) are the winners and will fill Board Trustees' seats on the ballot. All employees of the EVA may fill out one ballot. Parents or guardians of a student in EVA are eligible to fill out one ballot for each of their students enrolled in the Corporation. A tie for any seat on the Board will be determined by a run-off election. In the event there are fewer candidates than seats open for election, the board will appoint additional Board Trustees to fill the vacant seats.

After the election results are duly tabulated and published, newly-elected Board Trustees will take office at 12:01 a.m. on July 1st of each year, and should be sworn in prior to this date or at the first scheduled Board meeting after the election. Orientation and Board training for new Trustees will be held within three months of taking office on the Board.

Section 6.5 Appointments. Annual appointments to the Board of Trustees shall be made after newly-elected Trustees have been seated, and must be by a two-thirds vote of the Board holding office at that time at a meeting in which the appointment of the Board in question shall

be considered. In appointing any individual, the Board shall first consider whether the appointment must satisfy one or more of the qualifications required for appointed Board. After satisfying those requirements, the Board shall aim to compose itself of Board Trustees with the skill sets and expertise necessary for fulfilling EVA's purpose and mission. Any person wishing to be considered for appointment to the Board shall submit a written application. In the event there are fewer candidates than seats open for appointment, sitting appointed Board Trustees, in the ranking in which they were appointed, will be given the option to continue for another term, provided they have not exceeded the term limits set forth herein.

Section 6.6 Regular Meetings. The Board of Trustees shall meet at least ten times a year. The Board of Trustees shall have the power to establish the time and place for holding such regular meetings of the Board. The Board of Trustees shall have the power in its discretion to change the time and place of such regular meetings or to make them more or less frequent with appropriate notice as required by the North Carolina Open Meetings Law. Any Board Trustee may participate in a regular meeting by, or conduct the meeting through the use of, any means of communication by which all Board Trustees participating may hear each other simultaneously during the meeting. A Board Trustee participating in a meeting by this means is deemed to be present in person at the meeting.

Section 6.7 Special Meetings. Special meetings of the Board of Trustees may be called by the Chair or at least three (3) Trustees of the Board of Trustees. Any Board Trustee may participate in a special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may hear each other simultaneously during the meeting. A Trustee participating in a meeting by this means is deemed to be present in person at the meeting.

Section 6.8 Notice of Meetings. All Board of Trustee Meetings will be posted and distributed by email as required by the North Carolina Open Meetings laws. The postings will include meeting location, date, times, and agenda.

- (a) **Regular Meetings.** Notice of the time, date and place of regular meetings shall be given to Trustees of the Board at least five (5) working days prior to the date of meeting and also twenty-four hours prior to any meeting. Such notice shall be sent by the usual means of communication to each Board Trustee. An annual schedule of the Board's regular meetings shall also be provided to each Trustee at the first regular meeting of the Board in a new fiscal year. Notice of meetings shall also be posted in the school and given to the public in accordance with the requirements of the Freedom of Information Act and North Carolina Open Meetings Law.
- (b) **Special Meetings.** Notice of the time, date, place, and purpose(s) of special meetings shall be given to Board Trustees at least two (2) working days prior to the date of meeting. Such notice shall be sent by the usual means of communication to each Board Trustee. Notice of special meetings shall be posted in accordance with the requirements of the Freedom of Information Act.

- (c) **Meeting Agendas.** A meeting agenda shall be posted at the school and on the school's website at least twenty-four hours prior to any regular or special meeting. An agenda is not required for an emergency meeting.

Once an agenda for a regular or special meeting is posted, no items may be added to the agenda without an additional twenty-four hours' notice to the public, which must be made in the same manner as the original posting. During a meeting, an item on which action can be taken may only be added to the agenda by a two-thirds vote of the Trustees present and voting; however, if the item is one on which final action can be taken at the meeting or if the item is one on which there has not been and will not be an opportunity for public comment with prior public notice given in accordance with this section, the item may only be added to the agenda by a two-thirds vote of the Trustees present and voting and upon a finding that an emergency or exigent circumstance exists if the item is not added to the agenda.

- (d) **Waiver of Notice.** Any Board Trustee may waive notice of any meeting. Except as provided herein, the waiver must be in writing, signed by the Board Trustee entitled to the notice, and filed with the minutes or corporate records. The attendance of a Board Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Board Trustee attends a meeting for the express purpose of objecting to the transaction of any business and at the beginning of the meeting (or promptly upon their arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting.

Section 6.9 Trustee Quorum. A simple majority of the number of Board of Trustees in office immediately before the meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees.

Section 6.10 Manner of Acting.

- (a) **Required Vote.** The act of the majority of the Board Trustees present at a meeting at which a quorum is present when the vote is taken shall be the act of the Board of Trustees unless the Articles of Incorporation or these bylaws require a greater percentage.
- (b) **Failure To Object To Action.** A Board Trustee who is present at a meeting of the Board of Trustees or a committee of the Board of Trustees when corporate action is taken is deemed to have assented to the action taken unless the Board Trustee: (i) objects at the beginning of the meeting (or promptly upon arrival) to holding the meeting or transacting business at the meeting; or (ii) votes against the action and the vote is entered in the minutes of the meeting; or (iii) dissents or abstains from the action taken, and such record is entered in the minutes of the meeting; or (iv) delivers written notice of any dissent or abstention to the presiding officer of the meeting before its adjournment or to EVA immediately after adjournment of the meeting. The right of

dissent or abstention is not available to a Board Trustee who votes in favor of the action taken.

Section 6.11 Open Meetings. All official actions and deliberations by a quorum of the Board shall take place at a meeting open to the public, as provided for in the Freedom of Information Act and North Carolina Open Meetings Law, except in cases where closed sessions are authorized pursuant to the Freedom of Information Act and the North Carolina Open Meetings Law.

Section 6.12 Removal of a Board Trustee. Any Board Trustee may be removed from office for cause by a two-thirds vote of the Board Trustees holding office at that time at a meeting in which the removal and replacement of the Board Trustee in question shall be considered. Cause may be found by violation of the Board's Code of Ethics or Conflicts of Interests section of these Bylaws.

Section 6.13 Attendance. Any Board Trustee who has more than two unexcused absences in a year from regular meetings may be considered to have resigned. A majority of those voting at any meeting thereof shall accept said resignation or excuse such absence due to illness or other circumstance. Written notification shall be sent to the former Trustee within 72 hours of the action.

Section 6.14 Vacancies. If any Board Trustee dies, resigns, or is removed from the Board, a replacement shall be either elected or appointed, in the manner by which the vacated seat was originally filled. For an elected seat vacancy with more than six (6) months remaining in the term, a special election shall be called and a replacement Board Trustee shall be elected by employees and parents or guardians of students enrolled in the school. For an elected seat vacancy with less than six (6) months remaining in the term, the seat may remain open at the discretion of the Board. For an appointed seat vacancy, a replacement trustees shall be appointed by a two-thirds vote of the Trustees holding office at that time at a meeting in which the replacement of any Trustee shall be considered. Any appointment shall comply with the requirements for appointments set forth herein. A replacement Trustee, either elected or appointed in this manner, shall serve the remainder of the replaced Trustee's term.

Section 6.15 Committees. The Board of Trustees may create one or more committees and appoint Trustees of the Board of Trustees and other persons to serve on them. Each committee must have two or more Trustees, who serve at the pleasure of the Board of Trustees. The creation of a committee and appointment of Trustees to it must be approved by a majority of the quorum of all the Board Trustees present when the action is taken. The provisions of this article governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Trustees, apply equally to committees and their members.

Section 6.16 Compensation and Expenses. Board Trustees shall serve without compensation but may be reimbursed for expenses incurred when acting at the request of and on behalf of the Board.

Section 6.17 Board Training. Each Board Trustee shall complete board training offered by the East Academies Foundation or another entity approved by the Board by June 30th of each year. Board Trustees shall have at least five hours of specialized training each year. (New Board Trustees have orientation in addition to training.)

ARTICLE VII. OFFICERS

Section 7.1 Number. The officers of the EVA Board of Trustees shall be a Chair, Vice Chair, Secretary, and Treasurer. Other officers and assistant officers as may be deemed necessary may be appointed by the Board of Trustees. 50% or greater of the Board officers must have their primary residence in NC.

Section 7.2 Election and Term of Office. The officers shall be elected to serve a one-year term at the first Board meeting following appointment of new Board Trustees in a given fiscal year. Officers shall be elected by a plurality of the votes cast by the Board Trustees holding office at that time and at a properly noticed meeting in which the election of officers in question shall be included on the agenda. Officers may be reelected to serve consecutive one-year terms. The designation of a specified term grants to the officer no contract rights, and the Board can remove the officer at any time prior to the termination of such term.

Section 7.3 Removal. Any officer or agent may be removed by the Board of Trustees at any time, with or without cause, by a majority vote of the Board Trustees holding office at that time at a meeting in which the removal of an officer or agent in question shall be considered.

Section 7.4 Chair. The Chair shall be the principal officer and head of the Board of Trustees, subject to the control of the Board of Trustees. The Chair may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Trustees, deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these bylaws to some other officer or agent of the EVA, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board of Trustees from time to time.

Section 7.5 Vice Chair. In the absence of the Chair or in the event of his death, inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned by the Chair or by the Board of Trustees.

Section 7.6 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Board of Trustees in one or more specified locations provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of EVA; (d) when requested or required, authenticate any records of the EVA; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Chair or by the Board of Trustees.

Section 7.7 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the EVA; (b) receive and give receipts for moneys due and payable to the EVA from any source whatsoever, and deposit all such moneys in the name of EVA in such banks, trust companies or other depositories as shall be selected by the Board of Trustees; (c) periodically and no less than once a year to employ a certified public accountant to audit the accounts of the EVA; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chair or by the Board of Trustees. If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Trustees shall determine.

Section 7.8 Vacancies. Vacancies of officers caused by death, resignation, or removal may be filled by a majority vote of the Board Trustees holding office at that time and at a properly noticed meeting in which the election of officers in question shall be included on the meeting agenda.

ARTICLE VIII. COLLECTION AND APPLICATION OF FUNDS

The EVA may receive income from any source, including, but not limited to payments, donations, bequests, and devises from wills and trusts, gifts of money and properties, grants and funds which may inure to the benefit of EVA. All contributions and/or devises so received together with the income there from shall be held, managed, administered, and distributed by the EVA in accordance with the purposes and terms of these Bylaws.

The EVA shall hold, manage, and invest all amounts and funds received and shall collect and receive the income there from. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the EVA shall be signed by such Officer or Officers, agent or agents of EVA and in such manner as shall from time to time be determined by resolution of the Board of Trustees. Such distributions shall be solely for the benefit of, to perform the functions of, or to carry out the purposes and objectives of EVA as set forth herein.

Notwithstanding any other provision of these Bylaws, no expenditure or distribution shall be made for any purpose that (i) may jeopardize the status of EVA as an organization under

Section 501(c)(3) of the Internal Revenue Code or (ii) which may jeopardize the status of contributions or payment by any person insofar as deductions which are allowed under the provisions of Sections 170, 2055, 2106, and 2522 of the Internal Revenue Code.

**ARTICLE IX.
CORPORATE CONFLICT OF INTEREST POLICY**

The EVA Board of Trustees are subject to North Carolina and Federal Laws which regulates conflicts of interest for Board Trustees, who are public officers.

**ARTICLE X.
INDEMNIFICATION**

Section 10.1 Authority. The Board of Trustees shall to the fullest extent permitted by, as amended, indemnify all persons who it may indemnify pursuant thereto so long as such persons have conducted themselves in good faith and reasonably believed their conduct not to be opposed to the school's best interests.

Section 10.2 Insurance. EVA may purchase and maintain insurance on behalf of any person who is or was a Board Trustee, Officer, employee or agent of EVA against liability asserted against or incurred by him in that capacity or arising from his status as such. The cost of such insurance shall be paid through EVA funds.

Section 10.3 The EVA agrees to indemnify and hold harmless the SBE, DPI, the constituent institutions of the University of North Carolina, and local boards of education, their officers, agents, employees, successors and assigns from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from any action of the School caused by any intentional or negligent act or omission of the School, its officers, agents, employees, and contractors.

Section 10.4 No indebtedness of any kind incurred or created by the School shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the School shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions. The School shall clearly indicate to vendors and other entities and individuals that the obligations of the School under agreement or contract are solely the responsibility of the School and are not the responsibility of the State Board of Education or the State.

**ARTICLE XI.
CHANGES TO BYLAWS OR MISSION STATEMENT**

Section 11.1 Bylaws. These Bylaws shall be construed in harmony with North Carolina Public Charter School law. These Bylaws may be amended, adopted, repealed, or restated by a two-thirds vote of the Board at any Regular meeting. Each Board Trustee must be given at least seven (7) days prior written notice of the Bylaws adoption, amendment, repeal, or restatement and discussion of such Bylaws' changes must occur at least at one meeting prior to a vote at a Regular meeting. Notice of the Regular meeting must state that the purpose, or one of the purposes, of the meeting is to consider a proposed change to the Bylaws and must contain or be accompanied by a copy of the change. The amendments or revisions to the bylaws will not be implemented until approved by the State Board of Education through its established process.

An Amendment to these Bylaws or their provisions must not be retroactively enforced, unless the amendment expressly provides for retroactive enforcement. Retroactive enforcement means that the Bylaws or their provisions look backward or contemplate the past, affecting acts or facts that existed before the bylaw came into effect. This provision shall be retroactively enforced.

Section 11.2 Mission Statement. The Mission Statement may be amended, repealed, adopted, or restated by a two-thirds vote of the Board at any Regular meeting. Each Board Trustee must be given at least five (5) days prior written notice of the Mission Statement amendment, repeal, adoption, or restatement and discussion of such Mission Statement change must occur at least one meeting prior to the Regular meeting vote. Notice of the Regular meeting must state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment, repeal, adoption, or restatement of the Mission Statement and must contain or be accompanied by a copy of the change. Written prior notice of the change must also be provided to all employees and parents or guardians of children enrolled in EVA.

ARTICLE XII. DISSOLUTION OF THE CORPORATION

EVA (The Corporation) may be dissolved and its business affairs terminated at any meeting of the Board of Trustees, of which proper notice is given, if (1) the Board Trustees in office at that time unanimously vote in favor of the dissolution, and (2) the proposed dissolution was properly noticed with accompanying copy of the plan for dissolution and then discussed at one regular Board Meeting prior. Notice of the meeting must state the purpose of the proposed meeting is to consider the dissolution of the EVA Charter and must contain or be accompanied by a copy or summary of the plan of dissolution. The EVA Board of Trustees shall give the Attorney General and Charter Sponsor written notice that it intends to dissolve at or before the time it delivers the articles of dissolution to the Secretary of State. Such notice must include a copy or summary of the plan of dissolution. The dissolution cannot happen until it is approved by the State Board of Education. Upon the dissolution of the Corporation and after all its debts and expenses have been paid, all remaining assets of EVA shall be distributed pursuant to North Carolina Charter School Law disposed of so that no assets inure to the benefit of any private person. Any assets obtained through restricted agreements with a donor or through awards,

grants, or gifts, shall be returned to the entity if laws allow. All other assets become property of the public school district in which the school is located.

Amended and Approved by the East Voyager Academy of Charlotte Board of Trustees on 3-17, 2018.

Signature of Board Chair:





Signature of Board Secretary: _____