

# **BYLAWS**

## **NORTH COUNTY HIGHER EDUCATION ALLIANCE**

*Revised April 25<sup>th</sup>, 2018*

### **Article 1: Name**

The alliance shall be known as the North County Higher Education Alliance (NCHEA).

### **Article 2: Mission Statement**

As a higher education consortium, the North County Higher Education Alliance (NCHEA) works to improve educational opportunities for North County citizens through collaboration between California State University, San Marcos, MiraCosta College, and Palomar College. NCHEA promotes working relationships and active communication among faculty, staff and students at the three institutions and focuses on student learning and the seamless transfer of students from lower to upper division programs.

### **Article 3: Membership**

#### **Section 1: Current Members**

The members of NCHEA include the public institutions of higher education in North County, San Diego: California State University San Marcos, MiraCosta College, and Palomar College.

#### **Section 2: Admission of New Members**

New members of NCHEA may be admitted to membership upon the unanimous approval of existing members. Membership shall be limited to educational institutions exempt from federal income tax under Section 501 (8) (3), or its equivalent, of the Internal Revenue Code of 1954, and fully complying with the provisions of Title VI of the Civil Rights Act of 1964.

#### **Section 3: Termination of Membership**

A member institution may terminate its membership in the alliance upon prior written notice thereof to all of the other member institutions. Termination of such membership shall be effective as of the date determined by the Board, but not to exceed three (3) months after such notice. During the period following such notice, but prior to the effective date of termination, the representatives of such member institution on the Board may attend all meetings of the committee but shall not be authorized to vote on any matters presented for decision.

### **Article 4: Board**

#### **Section 1: Membership**

Membership shall consist of the Director, Director-Elect, immediate Past Director, and, in addition, representatives from each member institution to include: three faculty members (one of whom is the Professional Development Coordinator); the Chief Student Services Officer or designee; and the Academic Officer or designee. Faculty representatives shall serve for a two-year term. The member representatives shall be selected by means determined by the individual member institutions. Board membership shall include the University Transfer Center Directors of NCHEA's community college member institutions. Board membership shall also include two CSUSM students who are transfers from another member institution.

## **Section 2: Meetings**

a. The Board shall meet monthly during the academic year. The meetings shall be held on the day, hour and place as determined by the Board Director. Special meetings of the Board may be held at any time or place designated by the Director, or upon the written request of at least one-third (1/3) of the committee's voting members. Notice of each meeting, semi-annual or special, shall be sent to the committee's members not less than seven (7) days preceding the meeting. In the event of notice of a special meeting, the notice shall indicate briefly the agenda of that meeting. The committee members may waive notice of any meeting.

b. Representatives from all of the member institutions and no fewer than six (6) Board members shall constitute a quorum. The affirmative vote of at least one half (3) the members present shall be necessary for the lawful conduct of business. A committee member may vote in person or by proxy executed in writing by the member. The proxy will be valid for all items and issues at a specific meeting. No proxy shall be valid after the specific meeting or purpose for which it was granted. A committee member may designate in writing to the Board Director a representative to attend a meeting in that member's place. This representative may enter into any and all discussions and vote in proxy for the absent member at that specific meeting.

c. The Board may from time to time establish additional committees to carry out the work of NCHEA.

d. Presidents shall be invited to meet at least annually with the Board.

e. Voting on grant applications shall take place in person at meetings or by email on a case-by-case basis.

## **Article 5: Powers and Duties of Officers**

### **Section 1: Director of the Board**

The Director of the Board shall preside at all meetings and shall do and perform such other duties as from time to time may be assigned to him or her by the Board.

The office of Board Director shall rotate among the member institutions in alphabetical order of the institutions' names. The Board representatives of each institution in conjunction with the institution's president shall determine the manner in which they select the member who is to serve as Director.

The term of office shall be two (2) years and begins on July 1 and ends on June 30. In the event that the Board Director must resign before the end of his/her term, the hosting institution shall continue to be responsible for hosting NCHEA through the completion of the 2-year term, and must select a replacement Director.

The Director shall be responsible for the general, day-to-day management of the affairs of NCHEA. On behalf of NCHEA, he or she may encourage, solicit and accept gifts of both real, intangible, and personal property and money, collect revenues and make such expenditures as may be delegated to him or her by the Board.

## **Section 2: Director-Elect of the Board**

The Director-Elect shall be selected one year before the end of the existing Director's term of office and shall preside at all meetings of the Board in the absence of the Director and shall do and perform such other duties as from time to time may be assigned to him or her by the Board. He or she also shall perform the duties of the Director when the Director is ill, incapacitated, or absent from the area.

The office of Board Director-Elect shall rotate among the member institutions in alphabetical order of the institutions' names and shall be appointed by the institution whose name follows in alphabetical order that of the current Director's institution. The term of office shall be one (1) year.

## **Section 3: Past Director of the Board**

The Past Director shall be a voting member of the Board for one (1) year after his/her term of office as Director ends and will assist the Director as needed. During the year preceding the selection of the Director-Elect, the Past Director shall preside at all meetings of the Board in the absence of the Director and shall do and perform such other duties as from time to time may be assigned to him or her by the Board. He or she also shall perform the duties of the Director when the Director is ill, incapacitated, or absent from the area.

# **Article 6: Fiscal Matters**

## **Section 1: Fiscal Year**

The fiscal year of the NCHEA shall begin on July 1 in each year.

## **Section 2: Fiscal Agent**

The Fiscal Agent shall be the CSUSM Foundation. Each member institution shall contribute \$10,000.00 or more annually. The Fiscal Agent shall have the prerogative of depositing NCHEA monies in the bank accounts for purpose of invoicing, processing purchase orders, receiving and transferring funds, making payments, and performing such other functions as are deemed necessary by the Board Director. The approval of the Board Director or of a designated staff member of the

hosting institution shall be required to authorize any disbursement of funds. An annual report of the NCHEA accounts will be made at the annual meeting with the Presidents.

### **Section 3: Overhead/Fees**

NCHEA shall be authorized to collect overhead and charge fees for grants and contracts. Fees for seminars, workshops, conferences and other meetings may be charged to recover costs, defray overhead expenses and general revenue for the alliance.

### **Section 4: Budget Analyst**

The hosting institution is responsible for selecting a staff member to support NCHEA. The host institution will provide up to \$6,000 per year to compensate the budget analyst above his/her regular salary for work performed for NCHEA. This individual must work closely with the Fiscal Agent (CSUSM Corporation), shall keep regular books of account and shall submit them, along with all other relevant records, to the Board for its examination and approval as often as it may require.

### **Section 5: Annual Dues**

Annual dues are assessed at \$10,000.00 per institution to underwrite the working expenses of NCHEA and are due and payable by October 1 upon submission of an invoice.

### **Section 6: Director's Compensation**

During the fall and spring semesters, the hosting institution which appoints the Director will be provided 20% assigned time to the Director. During the summer NCHEA will compensate the director with a \$3,000.00 stipend. At the discretion of the Director, all or a portion of such funds may be used to support professional development activities (instructional software, books, conference travel, etc.) rather than being taken as a stipend.

However, total summer compensation shall not exceed \$3,000.00. In transition years, the Director will split responsibilities and compensation with the Director-Elect the summer before the new Director's term.

To assist the Director in his/her leadership capacity, NCHEA will support up to \$1,200 of his/her travel to one professional conference each year that deals with higher education consortium leadership.

### **Section 7: Student Board Members' Compensation**

Student Board members will receive \$250.00 per semester for such tasks as warranted necessary by the Board. At the discretion of the student Board member, and in consultation with the Board Director, all or a portion of such funds may be used to support educationally-related expenses (books, tuition, parking fees, etc.) rather than being taken as a stipend. However, total compensation to each student Board member shall not exceed \$250.00 per semester, unless specifically approved in advance by the Board as compensation for the completion of additional jobs.

## **Article 7: Grant Proposals**

The NCHEA Director shall act as a facilitator and coordinator for multi-campus grant proposals, professional development events, and departmental/organizational meetings. The NCHEA Director shall also act as an initiator for consortium grants. NOTE: While NCHEA does not have authority to approve grant proposals for the campuses it may act as a co-sponsor or grant supporter. NCHEA does not have authority to commit funds nor in-kind expenditures from any account other than its own but may act in support of requests for joint funding.

1. Members of a grant proposal team wishing to develop a multi-campus proposal should contact their campus NCHEA representative, with copy to the NCHEA Director. The campus representative can then work through NCHEA, with the assistance of the Director, to identify the resources, policies, and procedures on the sister campuses that will help the preparers to complete the grant proposal;
2. The NCHEA representative, Director, and other involved Board Members will complete these activities in a timely manner, sensitive to the typical urgency of the grant-writing process. (In other words, this effort will not be bound by the typical NCHEA meeting schedule, but interaction will take place almost immediately via telephone and/or email.)
3. Joint grant proposals seeking the support and/or co-sponsorship of the Alliance must ensure that the Director and, when feasible, NCHEA Board Members have adequate materials and at least one week for review and recommendation. A NCHEA letter of support will be provided for inclusion in proposals which further the goals of the Alliance.

## **Article 8: Responsibilities of the Host Institution**

The Director's institution shall be known as the "hosting institution" and shall provide support for NCHEA functions and members as follows:

1. Unless otherwise arranged, NCHEA board meetings shall be convened at a meeting facility provided by the hosting institution.
2. The hosting institution's Public Affairs Office shall take responsibility for publicizing information about NCHEA events and other newsworthy items to local news media. In addition, it shall act as liaison to the member institution's Public Affairs organizations as needed.
3. The Director and/or Budget Analyst of the hosting institution will keep minutes, send notices of Board meetings, maintain files of minutes and history, and will be responsible for general correspondence, annual reports, website creation and maintenance, and newsletters.