



**Sycamore Valley Elementary Shark Fund  
An Affiliate of the San Ramon Valley Education Foundation**

**Bylaws**

**Mission Statement**

Shark Fund, an Affiliate of the San Ramon Valley Education Foundation, is a non-profit organization dedicated to raising funds to help supplement the educational resources available to, and enhance the quality of education at, Sycamore Valley Elementary School through the collaboration of parents, educators, the school's Parent Teacher Association (PTA), Site Council, and the community.

**Article I  
Name and Office**

Section 1. Name. The name of the entity, an Affiliate of the San Ramon Valley Education Foundation, shall be Shark Fund, hereinafter referred to as the "Affiliate".

Section 2. Principal Office. The principal office of the Affiliate shall be located at Sycamore Valley Elementary, 2200 Holbrook Drive, Danville, CA 94506.

**Article II  
Purpose**

The purpose of the Affiliate shall be to operate for the enhancement of education at Sycamore Valley Elementary through collection and distribution of its funds. To carry out its purpose, the Affiliate shall:

- A. Provide a continuing organization, outside the public school itself, which will work to fund educational opportunities at Sycamore Valley Elementary.
- B. Work in conjunction with the principal, School Site Council, PTA, and other interested staff and parents to determine the most effective use of funds.

- C. Solicit donations, accept donations, and raise money for the foregoing purposes. The Affiliate will provide interested persons or businesses with an opportunity to make tax deductible donations, bequests, memorial contributions and other gifts.

### **Article III Organization and Status**

Shark Fund is an Affiliate of, and will operate under the organization of the San Ramon Valley Education Foundation ("SRVEF"). It shall comply with the requirements of SRVEF for operation as an Affiliate and shall operate in compliance with the SRVEF's Memorandum of Understanding.

### **Article IV Membership and Voting Privileges**

#### Section 1. Membership

- Membership term runs from July 1 to June 30 and must be renewed annually.
- Members of the Affiliate shall be any person who contributes any sum to the Affiliate membership campaign and is a parent or guardian of a student enrolled at Sycamore Valley Elementary.
- Parents whose students enter the school after the fall registration may become a member by contributing to the membership campaign.

#### Section 2. Voting privileges. Member's voting privileges shall be limited to:

- Electing the Board Officers (the required President, Secretary, Treasurer and any other Officers designated in these Bylaws) at the annual meeting; and,
- Voting on any proposal which the Board (elected and appointed members) specifically indicates will be voted on by the general membership. Unless otherwise indicated by the Board, all matters of the Affiliate will be decided by vote of the Board only.

Members' votes will be limited to one vote per household(s) regardless of the number of students.

### **Article V Officers and the Board**

Section 1. Number and makeup. The Board shall manage the affairs of the Affiliate. A minimum of seven (7) Board Members, including the required Officers, the school's Principal, and a school staff member (selected by the Principal). The Board must also comprise of at least two additional positions, which may include a Vice President,

Financial Secretary, or other elected or appointed positions that will support the Board's mission. All additional Board members must also be members of the Affiliate. There shall be no more than one Board member from a single household.

Section 2. Officers. The required officers of the Board shall be a President, Secretary and Treasurer. The Board may decide to add additional Officers but all officers must be elected annually by the Affiliate membership. (See Article V Section 3). Officers must be members of the Board and may not be related by blood, marriage, or reside in the same household. The School's Principal and Staff Member are not considered Officers.

### Section 3. Elected Officer Roles

A. President. (required) The President shall be the Chief Executive Officer of the Affiliate. The President shall preside over all meetings and the annual meeting of the Affiliate, shall, in general, supervise and control all of the business and affairs of the Affiliate, and shall be responsible for reporting to SRVEF, as required, on the activities and operation of the Affiliate. The President shall be an ex-officio member of all committees except the nominating committee.

B. Treasurer. (required) The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Affiliate, and shall be responsible for providing SRVEF with all financial and accounting data required of the Affiliate. The Treasurer shall maintain a paper copy of the monthly bank statements.

C. Secretary. (required) The Secretary shall keep the minutes of the annual meeting and all regular and special meetings of the Board, see that all notices are duly given in accordance with the provisions of these Bylaws, be custodian of the Affiliate's records, and in general perform all duties incident to the office of Secretary. The Secretary shall not be an authorized check signer.

D. Vice President. (optional position). The Vice President shall, in the absence of the President, or in the event of his/her inability or refusal to act, perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions of the President. The Vice-President shall perform such other duties from time to time as may be assigned by the President or the Board.

E. Financial Secretary. (optional position). The Financial Secretary shall receive checks, donations, or any other funding contributions, record their receipt for financial records and tracking purposes, and ensure donor contributions are deposited into a bank account. The Financial Secretary shall acknowledge receipt of donor contributions through written (including electronic) confirmation.

#### Section 4. Removal.

A Board member/Officer may be removed when the member:

- a) Fails to attend two (2) consecutive meetings without adequate excuse; and/or
- b) Is not fulfilling the responsibilities of the office as prescribed in the Bylaws; and/or
- c) Engages in conduct which the Board determines to be injurious to the organization or its purposes.

The Board, at a duly noticed meeting, may, by a vote of two-thirds (2/3) affirmative vote, take such action as it determines appropriate, which may include: (1) requesting the resignation of the member; (2) making a formal recommendation that the member be removed; (3) making a formal recommendation that an Officer be removed from office but remain on the Board.

Section 5. Vacancy. Any vacancy or unfilled position on the Board shall be filled for the unexpired term by appointment. The President of the Affiliate shall be responsible for recommending the appointee who must be ratified by a majority of the Board members.

Section 6. Election. A Nominating Committee consisting of an odd number of members of at least one Board member and 2-4 Affiliate members shall recommend a slate of Board Officer candidates based on qualifications and present those candidates to the general membership at least one month prior to the election. Officer nominations may also be made from the floor at the time of the membership election. Candidates for the Board shall be nominated only with the consent of the nominee.

Board Officers (as defined in Section 3 above) must be elected yearly at the annual meeting, which - must occur no later than April 15 per Article VI. All persons must receive at least five votes in order to be an Officer. Those persons receiving the highest number of votes shall be Board Officers for the ensuing term. All members of the Affiliate attending the annual meeting are eligible to vote for the Officers. Each member of the Affiliate may cast one vote per household for no more than the number of vacancies being filled. Refer to Article IV, Section 2 regarding voting privileges. Any Board Officer position unfilled at the time of the election may be appointed by the Board no later than September 30 of the current year.

Section 7. Term of Office. Each Officer shall hold the office beginning July 1 following the election through June 30 of the following year (a one-year term). All Board Officers are elected each year during vote at the annual meeting. The term for officers in the same position shall not exceed two consecutive years without SRVEF approval. If approval is granted, the term shall not exceed one additional year. An Officer shall not hold the same position for more than three consecutive terms.

Non-Officer Board members may serve multiple terms and will be appointed annually by the President of the Affiliate. The President of the Affiliate shall be responsible for

recommending the appointee, who must be ratified by a majority of the Board members.

Section 8. Transition. The existing Board is responsible through June 30 for closing out the current school year and for signing contracts/checks, and paying deposits on events for the upcoming school year.

Once elected at the annual meeting, newly elected Board members will be considered the Board Elect until July 1 and may work in collaboration with the existing Board to begin planning for the upcoming school year.

The outgoing Treasurer will maintain the books of the Affiliate until the end of the current fiscal year, June 30. The incoming Treasurer will work with the outgoing Treasurer in an advisory capacity.

Section 9. Resignation and Forfeiture. Any Board member may resign at any time by giving written notice to the President.

Section 10. Compensation. Board members shall not receive any salary or compensation for their services.

Section 11. Contracts. Contracts must be approved by a majority of the Board, and the Board may authorize any Officer(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Affiliate and such authority may be general or confined to specific instances. Contracts will be signed as follows: **“Shark Fund, {Name of Officer signing,} {Title of Officer}”**.

Section 12. Reporting. The Affiliate shall be responsible for complying with all reporting requirements of SRVEF, as stipulated in the SRVEF’s Memorandum of Understanding.

Section 13. Conflict of Interest. Each member of the Board shall be responsible for identifying and stating any conflicts of interest when pertinent issues are discussed and voted on by the Board. The conflict of interest shall be noted in the Board’s minutes. If a vote on the matter is taken, the results will note the outcome and that the member with a conflict has not cast a vote. “Conflict of Interest” shall be defined as a member who has any vested financial interest in the outcome of a Board action.

Section 14. Indemnification. The Board members shall be indemnified and held harmless to the extent and in the manner permitted in California Nonprofit Corporation Law.

## **Article VI Meetings**

Section 1. Notice of Meetings. Dates, time and location of all regular meetings for the following school year shall be submitted to SRVEF by the end of the current school year and shall be posted on the Shark Fund website before September 30th. Notice of all meetings shall be published to all Affiliate members no less than ten (10) days before the meeting. Notice of special meetings or any changes to a regular meeting date, time or location of the Affiliate shall be communicated to each Board member at least forty-eight (48) hours prior to the meeting and a reasonable effort will be made to notify all Affiliate members in this same time period. All meetings of the Affiliate may be held in person or virtually.

Section 2. General Membership Meeting. A meeting shall be held virtually or at Sycamore Valley Elementary by September 30 of each year, at which time the Board will present the annual proposed budget for approval, introduce Officers and Board members, communicate plans for the current fiscal year, and solicit Affiliate member input. The Board will take Affiliate member input into consideration in planning the year. This meeting may be combined with one of the Board's first regularly scheduled meetings of the year.

Section 3. Annual Meeting. The annual meeting of the Affiliate shall be held in April virtually or at Sycamore Valley Elementary. Elections of Officers for the following year will be held at this meeting. Names of Elected Officers shall be submitted to SRVEF by the end of the school year. This meeting may be combined with one of the Board's last regularly scheduled meetings of the year.

Section 4. Regular and Special Meetings. Regular meetings of the Board shall be held at least quarterly (four (4) times) during the fiscal year. The President or any two (2) Board members can call special meetings of the Board. Meetings are open to the public, but only members of the Affiliate may speak, unless permission to speak is specifically granted by the President. Affiliate members will request time on the agenda by asking the President at least 48 hours prior to the meeting. No Affiliate member may speak for more than five (5) minutes, unless more time has been specifically granted by a majority vote of the Board members.

Section 5. Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. Unless otherwise specified, a majority vote of the Board present shall determine the outcome of issues brought before the Board.

Section 6. Action without Meeting. Any action of the Board may be taken without a meeting if three-fourths of all members of the Board individually or collectively consent to this action. The President shall determine the method of voting on the action and shall be responsible to provide written results of the action to the Secretary. Results of consent and the action shall be filed with the minutes of the proceedings of the Board.

## **Article VII Committees**

Section 1. Committees. The Board may create as many committees as required to carry on the work of the Affiliate. The quorum for a committee meeting shall be a majority of its members. At least one (1) committee member must be a member of the Board. All committee members must be members of the Affiliate.

A. Required committee: Nominating

B. Other committees may include (but are not limited to): Matching Funds, Special Fundraisers, Bylaws, etc.

Section 2. Appointment. The President, subject to ratification by a majority vote of the Board, shall appoint the chairperson and members of committees.

Section 3. Term. The chairperson and members of a committee shall serve for one year, or until their assignments have been completed, whichever comes first. The chairperson and members of a committee may be appointed multiple terms.

Section 4: Responsibility and Authority: When establishing a committee, the Board will determine the purpose of the committee and the level of authority and decision making (i.e., obligation for developing budget and expending funds and level of communication with the Board about decisions). Committee members other than the Board member serving on the committee do not have voting rights on the Board.

## **Article VIII Financial Administration**

Section 1. Fundraising:

The Shark Fund will raise funds through:

- (a) annual membership drive
- (b) other fundraising activities as appropriate and approved by the Board
- (c) gifts, sponsorships, programs and matching funds

Section 2. Use of Funds:

The Shark Fund will use funds in a manner that does not conflict with SRVEF's Memorandum of Understanding including but not limited to:

- (a) fund class sections.
- (b) fund educational programs, activities and school improvements based on input from the Principal and Site Council.
- (c) fund teacher/staff grants
- (d) fund salaries and benefits of school staff positions

(e) pay administrative expenses involved in supporting the Shark Fund including but not limited to dues, insurance, financial software, attendance of Board members at the annual SRVEF's Celebration Dinner, "Night With The Stars", etc.  
(f) contribute to local political campaign measures supported by the San Ramon Valley Council of PTAs. The Shark Fund will contribute no more than \$999 in a calendar year to a specific campaign measure. Meeting notification to the Affiliate membership prior to a vote on such spending is required.

### Section 3. Books and Records.

- a) The Affiliate shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board
- b) All books and records of the Affiliate may be inspected by SRVEF, school administration, any Affiliate member, or their agent or attorney for any proper purpose, at any reasonable time, and upon reasonable notice.

### Section 4. Bank Statements.

- a) A hard copy of the bank statement will be maintained either by having monthly statements mailed to Sycamore Valley Elementary or by having one elected officer download and print the monthly statement.
- b) Either the Affiliate's Secretary or Financial Secretary will review and sign each page of the hard copy of the monthly statements to ensure all financial activity has been appropriately captured in the meeting minutes. Signed bank statements will be maintained by the Treasurer.

Section 5. Required Reporting. The Treasurer shall prepare and present a summary of financial activity at each meeting to be approved by the Board and entered into the minutes.

Section 6. Notes of Indebtedness. All checks or drafts issued in the name of the Affiliate shall require two signatures from any two elected Officers who are authorized to sign checks.

Section 7. Auditing. An auditor, appointed by the President, shall audit the books and financial records of the Affiliate annually. The auditor may be any individual the President chooses, but cannot be the current Treasurer. The auditor may not be related by blood, marriage or reside in the same household as the Treasurer. The appointed auditor must be approved by the Board.

Results of the final audit shall be presented and approved by the Board. A final, signed copy should be uploaded to the Affiliates Drive and an email sent to SRVEF ([affiliates@srvef.org](mailto:affiliates@srvef.org)) by September 30th.

Section 8. Fiscal Year. The fiscal year of the Affiliate shall begin on the first day of July and end on the last day of June.

## **Article IX Dissolution**

Upon dissolution or final liquidation of the Affiliate , any remaining assets shall be, after payment or the making of provision for payment of all the lawful debts and liabilities of the Affiliate , distributed to the Sycamore Valley Elementary Site Council.

## **Article X Parliamentary Authority**

The rules contained in the current edition of the Robert's Rules of Order Newly Revised shall govern the Affiliate in all cases in which they are applicable and in which they are not in conflict with these Bylaws and those of SRVEF.

## **Article XI Amendment to Bylaws**

Section 1. Bylaw Review and Changes: Bylaws will be reviewed each school year. Only sections of the Bylaws highlighted in red on SRVEF template may be altered, amended or repealed by the Affiliate. **Bylaws may not change the meaning or intent of the agreed upon MOU between the Shark Fund and the San Ramon Valley Education Foundation.**

Section 2. Adoption of Bylaws: Any changes to the Affiliate's Bylaws must be adopted by an affirmative vote of two-thirds of the Shark Fund Board voting at a duly called meeting, provided a quorum is present.

All prior and existing Bylaws are hereby repealed and rescinded effective immediately on the latter of the date of adoption of these bylaws or the date of agreement by SRVEF.

Adopted September 2023 by the Shark Fund Board.

| Title               | Name | Signature | Date |
|---------------------|------|-----------|------|
| President           |      |           |      |
| Secretary           |      |           |      |
| Treasurer           |      |           |      |
| School<br>Principal |      |           |      |

Information below to be completed by SRVEF:

Agreed to on \_\_\_\_\_ by \_\_\_\_\_,  
representing the San Ramon Valley Education Foundation.