



School of Science and Engineering at Yvonne A. Ewell Townview Center Site-Based Decision Making Committee BY-LAWS

ARTICLE I: NAME AND PURPOSE

1.01 Name.

The name of the organization is the Yvonne A. Ewell Townview Center, School of Science and Engineering (SEM) Site-Based Decision Making Committee (SBDM).

1.02 Purpose.

In addition to meeting its specific statutory responsibilities, the purpose of the SBDM is to function in an advisory capacity to the school principal, and enhance the level of student success through (i) increased student, parent, staff and community involvement in the educational process at SEM, and (ii) active involvement with the school's principal and faculty in developing, coordinating, monitoring, and evaluating an effective Campus Improvement Plan (CIP).

ARTICLE II: OFFICES

2.01 Principal Office.

The SEM principal's office physical address is 1201 E. Eighth St., Dallas, TX 75203, as is the mailing address of the SEM principal's office and of the SBDM.

ARTICLE III: MEMBERS

3.01 Members.

The SBDM shall be comprised of a minimum of eight (8) members representing the parents and community supporting SEM, and the School Staff of SEM. The school's SBDM determines for itself the maximum number of members representing all of the stakeholders of the school. The composition of the collective membership of the SBDM should be as representative as possible of the composition of SEM and the community it serves, in terms of ethnicity and gender.

The composition of the SBDM will be in accordance with the guidelines set forth by the Dallas ISD and by the Texas Education Agency.

- A. Employed staff of SEM will comprise fifty (50%) percent of the SBDM team ("Employee Members").
 - (i) Two-thirds (2/3) of the SBDM Employee Members shall be classroom teachers elected by their peers ("Teacher Elected Employee Members").
 - 1. One-third (1/3) of the SBDM Employee Members may be appointed by the principal to guarantee representation of support staff, and to balance the SBDM team in regard to ethnicity, gender, instructional interests and other perspectives.
 - 2. If the principal elects not to appoint all or any portion of the remaining 1/3 of the SBDM Employee Members, all such remaining SBDM Employee Members shall be elected by the classroom teachers.
- B. Fifty percent (50%) of the SBDM team will be comprised of parents, community members, business representatives and, when appropriate, students ("Non-Employee Members"). "Parent" means a person who is a parent or a person standing in parental relation to a student enrolled at SEM and who is not an employee of SEM. "Community" residents mean persons 18 years of age or older who reside and/or work within Dallas Independent School District ("District") boundaries, but shall not include a person who is an employee of the school or of the District. "Business representative" may be an individual residing outside of the attendance area for SEM, but who supports the education of SEM students by serving on the SBDM team and shall not include a person who is an employee of the school or of the District. The Community and/or Business representative may be a parent of a student enrolled in the school, but for the purpose of their role as a member of the SBDM Committee, that representative shall not be considered a parent representative.
 - (i) Two-thirds (2/3) of the Non-Employee Members will be Parents who shall be elected by the Parents ("Parent Elected Non-Employee Members").
 - (ii) One-third (1/3) of the Non-Employee Members will be appointed by the principal and can be Community residents, Parents or Business representatives appointed to achieve balanced representation in ethnicity, gender and other demographic factors and perspectives.
 - (iii) At least one person on the SBDM team should be a Community resident or a Business representative.

3.02 Duty of Member

It shall be the duty of each member of the SBDM team to regularly attend and participate in the decision-making process of the SBDM team; serve as a committee chairperson when appointed; and otherwise perform the functions of a member of the SBDM team as the team may determine. It is the paramount responsibility of each member of the SBDM team to sponsor, support and promote activities, projects and other programs undertaken to improve and enhance the educational opportunities and experiences for all SEM students.

3.03 Compensation

Members and alternates shall not receive compensation for their services as members.

3.04 Selection of Members and Term of Office

A. Selection Process

Successors in office to members of the SBDM team shall be elected or selected prior to the last scheduled SBDM team meeting of the academic year (the "Final Meeting").

(i) Non-Employee Member Election:

- a. The SBDM team shall publish the (1) number of vacant Non-Employee Member positions (2) method for, and conduct the solicitation of, self- nominations for such vacancies and (3) date, time and location of the voting for such vacancies.
- b. The SBDM team shall conclude the election for the vacant Non- Employee Members at least seven (7) days prior to the Final Meeting.
- c. All election communications, methods of solicitation and voting shall be conducted using such forms as the SBDM team deems appropriate.
- d. Each Parent shall be permitted to cast one vote for each Parent Elected Non-Employee Member vacancy. Each vote must be for a different nominee.

(ii) Teacher Elected Employee Member Election: Teacher Elected Employee Members shall be elected at least seven (7) days prior to the Final Meeting.

(iii) Principal Appointed Members: The principal shall make all appointments of vacant principal appointed memberships and shall inform the SBDM team of such appointments at least seven (7) days prior to the Final Meeting.

The elected and appointed SBDM team members and alternates shall be announced at the Final Meeting. If the SBDM team member or alternate for any department or category of individuals is not selected at or before the Final Meeting, then the sitting chairperson of the SBDM team shall appoint an individual from each such department or category to serve as the SBDM team member for each such department or category.

B. Term Length

Terms for SBDM team members shall be two (2) years in length. Members of the SBDM (except for the principal, who shall be a permanent member of the SBDM team) shall serve for a term commencing August 1 and expiring on May 31 two years thereafter.

1. Community resident and Business representative may serve a 1-year term from August 1 of the current year to May 31 of the following year. The goal of this provision is to encourage participation of such members without requiring a 2-year commitment.

C. Term Limitations

Parent, Community resident and Business representative SBDM team members may not serve more than two (2) consecutive terms, whether by election, appointment or any other form of selection.

3.05 Vacancies

In the event of the death, resignation, disqualification or removal of a member of the SBDM team, the remaining members of SBDM team may designate a new member, meeting the requirements for the vacant membership, to serve for the remainder of the vacated term. If the remaining term of a vacancy is less than 1 year, then clause 3.04.C shall not apply to the remainder of such term.

3.06 Disqualification or Removal of Member

- A. Any member who ceases to have the qualifications for the position on the SBDM team occupied by the member (e.g., a staff member who ceases to be on the staff of SEM or a parent member whose child ceases to be a student at SEM) shall automatically cease to be a member upon the loss of the necessary qualification, except when that teacher or parent member chooses to serve as a community member.
- B. Any member of the SBDM team who fails to attend three of any four consecutive regular meetings of the SBDM team, or more than four regular meetings of the SBDM team during the member's term, shall cease to be a member upon notice given by the Recorder of the SBDM team, unless the SBDM team, by Consensus, agrees that such member may continue to serve.
- C. Any member may be removed from the SBDM team at any time, with or without cause, by Consensus of the members (other than the member whose removal is being considered) at a regular meeting of the SBDM team at which quorum is present; provided, however, the member subject to removal shall have been given written notice of any proposed removal and of the time and place of the meeting at which the removal will be considered at least ten (10) days before the date of the meeting.

ARTICLE IV: SBDM TEAM MEETINGS

4.01 Regular Meeting

The Site-Based Decision-Making Team shall determine the date and time of the regular meetings of the SBDM team. Notice of changes in the time or place of regular meetings shall be in writing and shall be posted on a bulletin board in the main office at SEM; all SBDM team members will be contacted individually at least seven (7) days prior to the normal meeting date or the rescheduled date of the meeting. The SBDM team shall hold at least five (5) regular meetings during the academic year.

4.02 Special Meetings

Special meetings of the SBDM team may be called by the Chairperson of the SBDM team. The date, time, place and subject matter of the meeting shall be communicated to all SBDM team members at least seven (7) days before the date of the meeting. In the event of a special need determined to exist by two-thirds (2/3) of the officers of the SBDM team,

a special meeting may be conducted with three (3) days' oral notice given to and actually received by two-thirds (2/3) of the members of the SBDM team.

4.03 Quorum and Consensus

At all meetings of the SBDM team the presence of at least 51% of total members, and including at least 50% of employed staff representatives and at least 50% of parent representatives, shall be necessary and sufficient to constitute a quorum for the transaction of business by the SBDM team, and an act by a consensus of the members present at any meetings at which there is a quorum shall be an act of the SBDM team.

"Consensus," as used in these By-Laws, means the agreement or acquiescence of all members of the SBDM team to any decision or other resolution of any matter pending before the SBDM team. Those only acquiescing in any decision by the SBDM team need to assent to or approve such decision, but must support the SBDM team in the implementation of its decision once made and must not impede such implementation. It is the intention of this concept of "Consensus" that each SBDM team member is responsible for either raising, or causing to be raised, all known dissenting views during the SBDM team's consideration of any matter, so that every other SBDM team member can be aware of such view(s) in deciding whether to permit approval of the proposition or to deny consensus on it.

4.04 Conduct of Meetings

At meetings of the SBDM team, the Chairperson, or in the Chairperson's absence, the Vice-Chairperson, or in the absence of both, a chairperson pro-tern chosen by the members present, shall preside. Attendance at meetings is not limited to members. All interested individuals may attend. However, only recognized members of the SBDM may participate in the business conducted. Others may contribute to the meeting during discussion of a relevant agenda item at the discretion of the SBDM team.

Potential topics for the agenda must be submitted in writing to the SBDM Chairperson at least 1 week in advance of the scheduled meeting.

ARTICLE V: OFFICERS

5.01 Management

The day-to-day business of the SBDM team shall be managed by the officers, hereinafter described, acting with the aid and assistance of the remaining members of the SBDM team, including those members serving as chairpersons of the committees.

5.02 Titles

The officers of the SBDM team shall be a Chairperson, a Vice Chairperson, a Recorder and a Facilitator. The Recorder and Facilitator roles may be consolidated at the discretion of the SBDM.

5.03 Election and Term of Office

Officers of the SBDM team shall be elected from the membership of the SBDM team each year by a majority vote. Conducting a majority vote necessitates the suspension of rules by the

SBDM for the sole purpose of electing officers. The officers shall be elected at the Final Meeting, for terms commencing upon election and expiring May 31 of the following calendar year, or upon election of their successors. An officer may only serve two consecutive one-year terms in the office to which he/she was elected.

5.04 Disqualification or Removal of Officers (including SBDM chairperson)

Any SBDM team officer may be removed from office at any time, with or without cause, by a consensus of the members (other than the officer whose removal is being considered) at a regular meeting of the SBDM team at which a quorum is present, provided, however, the officer under consideration of removal has been informed of the time and place of the meeting at which the removal will be considered at least ten (10) days before the date of the meeting.

5.05 Vacancies

A vacancy in the office of any officer shall be filled by a vote of a majority of the members of the SBDM team present at a regular meeting of the SBDM team, and the officer so elected shall hold office until the regular May meeting of the SBDM team, or thereafter until a successor is elected.

5.06 Chairperson

The Chairperson shall preside at all meetings of the SBDM team. The Chairperson shall have and exercise general charge and supervision of the affairs of the SBDM team and shall do and perform such other duties as may be assigned by the SBDM team. The Chairperson shall work directly with the principal to develop the agenda for the SBDM meetings.

5.07 Vice Chairperson

At the request of the Chairperson, or in the event of the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties and possess and exercise the powers of the Chairperson, and shall perform such other duties as may be assigned by the SBDM team. The Vice Chairperson shall preside as the chairperson of the Evaluation and Modification Committee.

5.08 Recorder

The Recorder shall keep and maintain a current roster of the membership of the SBDM team, including physical addresses, email addresses and telephone numbers for the purpose of notices; take and maintain the attendance roll at meetings of the SBDM team; keep the minutes of the meetings of the SBDM team and permanently maintain the minutes in books for that purpose (minutes shall be posted within one (1) week following the SBDM meeting); attend to the giving and serving of all notices (SBDM meeting notices shall be given to SBDM members seven (7) days prior to the next meeting); have charge of the SBDM team's books, records and documents; be responsible for maintaining the current roster of the SBDM team, and posting a copy of the membership on a bulletin board in the SEM office; and in general, perform all duties incident to the office of Recorder subject to the control of the SBDM team.

In the absence of the Recorder at any meeting of the SBDM team, the chairperson shall designate a recorder pro-tem to perform the function for the meeting.

5.09 Facilitator

The Facilitator shall assist the Chairperson in directing and moderating the deliberations of the SBDM team, in order to define issues under consideration, and enhance understanding of those issues and any points of view being expressed, all with the objective of achieving consensus of the SBDM team.

ARTICLE VI: COMMITTEES

6.01 Committee Function

The SBDM team will be aided by committees whose general purpose is to identify, study and evaluate specific issues related to the function and purpose of the SBDM, and make recommendations for action to be taken by the SBDM. No committee is authorized to act without the prior, express approval of the SBDM. It is the intent of the SBDM that issues shall be referred to an appropriate committee for analysis, discussion and development. Any issue may be raised and discussed in a committee meeting, for possible presentation to and consideration by the SBDM; in fact, the committees perform the analysis and research, and present recommendations concerning all major issues to the SBDM before the SBDM gives appropriate deference to the work of the committees.

6.02 Committee Officers

Except as otherwise permitted herein, the chairperson of each committee shall be a member of the SBDM team, appointed by the SBDM Chairperson. The chairperson of a committee shall appoint the members of his/her committee; maintain a committee membership roster; and prepare and maintain minutes of committee meetings, including a description of all matters raised before the committee and the action taken with respect to such matters.

6.03 Committee Members

Members of a committee shall be those who wish to serve and are identified on the subcommittee membership roster. Committee members are not required to be a member of the SBDM team.

6.04 Committee Meetings

Committees shall meet at the call of the committee chairperson. Minutes of each committee meeting, and a roster of committee members in attendance, are to be furnished to all members of the SBDM at its team meetings.

6.05 Specific Committees: Purpose

The following shall be the committees of the SBDM team and their general areas of responsibility:

A. Evaluation and Modification Committee

This committee's purpose is to monitor the operations, activities and implementation of the comprehensive school plan. The members of this committee are the chairpersons of all other committees, the officers of the SBDM team and the principal. The chairperson of this committee shall be the Vice-Chairperson of the **SBDM** team.

B. Other Subcommittees

Additional subcommittees may be formed by the SBDM team as circumstances require.

6.06 Completion of Committees

Except for the Evaluation and Modification Committee, committees may be retired when the SBDM determines that the work of said committees is completed.

ARTICLE VII: MISCELLANEOUS PROVISIONS

7.01 Resignations

Any SBDM team member or officer, excluding the principal, may resign at any time. Such resignations shall be made in writing and shall take effect at the time of receipt of the resignation by the Chairperson. The acceptance of a resignation shall not be necessary to make it effective unless expressly stated in the resignation.

7.02 Contracts

No officer or member of the SBDM team may enter into any contract binding upon the SBDM team without the express prior consensus of the SBDM team given at a regular or called special meeting, and recorded in the minutes of the meeting. In no event may any such contract impose personal liability upon any member of the SBDM team.

7.03 Amendments

These by-laws may be altered, amended or repealed by consensus of the SBDM team, acting in compliance with Robert's Rules of Order, at any annual or regular meeting, or at any special meeting duly called for such purpose.

THIS IS TO CERTIFY that the foregoing By-Laws of the Site-Based Decision Making Committee of Yvonne A. Ewell Townview Center, School of Science and Engineering, have been proved and adopted by a consensus of the SBDM team at a regular meeting held on April 13 of 2023.

Signed:

Christopher L. Peters, Chairman

IN WITNESS whereof, we have signed this _____, 2023

Chairperson of the SBDM committee

ATTEST:

Vice Chairperson of the SBDM committee

Scribe of the SBDM committee