



THE CONSTITUTION OF THE GREATER NEW ORLEANS CHRISTIAN ACADEMY

ARTICLE I - Name

The name of this organization shall be Greater New Orleans Christian Academy, hereafter referred to as GNOCA.

ARTICLE II - Objectives

Our objective shall be to maintain and operate a Christian school in harmony with the standards and principles of the Seventh-day Adventist Church in keeping with Biblical Christian beliefs established in 1895. The goal is to develop the whole person - mental, physical, social and spiritual. The institution aims to maintain a curriculum that complies with requirements of both the State of Louisiana and the Seventh-day Adventist Department of Education. The institution does not discriminate on the basis of sex, religion, race or ethnic origin.

ARTICLE III - Definition of Terms

Constituency: The Constituency is the set of Seventh-day Adventist churches which operate GNOCA. Legal title to its assets is held in trust by the Arkansas-Louisiana Conference Association of Seventh-day Adventists.

School Board: The governing body of GNOCA.

Participating Church: A Seventh-day Adventist church/group/company which has been accepted by the Constituency and contributes a minimum of \$1000/year to the operating budget for the current school year.

Constituent Church: A Seventh-day Adventist church/group/company whose financial participation is determined by Article IX.

Partner Church: A Constituent and/or Participating church.

Principal: The Principal of GNOCA.

ARKLA: The Arkansas Louisiana Conference of Seventh-day Adventists.

ARKLA Superintendent of Schools: The Arkansas Louisiana Conference Superintendent of Schools.

Southwest Union: The Southwest Union Conference of Seventh-day Adventists.

Fiscal Year: The Fiscal Year of GNOCA will be from July 1 to June 30.

ARTICLE IV - Constituency

Section 1:

GNOCA was founded by the New Orleans First Seventh-day Adventist Church (NOFSDA) and the Marrero Seventh-day Adventist Church (MSDA).

Section 2:

Any duly organized Seventh-day Adventist Church in the Greater New Orleans area may become a Partner Church of GNOCA by agreeing to comply with the requirements set forth in this Constitution. Such request must be approved by a two-thirds vote of the School Board.

Section 3:

It shall be the duty of the partner churches to share in the operation of the school:

- A. By electing a member, or members for the School Board as provided in Articles herein;
- B. By assuming their financial responsibilities as stated in Articles herein;
- C. By supporting and actively participating in the Home and School Association.

Section 4:

The failure of any partner church to meet its financial obligations after three (3) months and/or to abide by the Constitution and by-laws as set forth herein will result in the loss of partnership status, forfeiting all claims and financial investment.

ARTICLE V – School Board Members

Section 1:

The governing body shall be known as the School Board of Greater New Orleans Christian Academy.

Section 2:

The School Board shall consist of the following:

Regular Members:

- A. Each Constituent Church shall be represented by up to three committee members.
- B. Each Participating Church shall be represented by one committee member

Ex-officio Members:

- A. One pastor from each partner church;
- B. The principal or head teacher of GNOCA and will serve as the Executive Secretary of the School Board
- C. Treasurer elected by School Board members (see Article VII, Section 4).
- D. **Lead Home and School Leader (see Article VII, Section 6)**
- E. Home and School Leader(s), one from each Constituent church.
- F. The superintendent of schools of the ARKLA Conference or his/her designate.
- G. One representative from the Southwest Union Conference Office of Education.
- H. The officers of the ARKLA Conference of Seventh-day Adventists

Section 3:

Elected members shall:

- A. be a Seventh-day Adventist in good and regular standing of the partner church they represent;
- B. subscribe to the Code of Ethics for Seventh-day Adventist Board members;
- C. not be employees or spouses of employees of GNOCA;
- D. have their children, eligible to be in Grades k through 8, registered at GNOCA unless valid reasons to the contrary are presented and approved by the School Board.

Section 4:

A vacancy on the School Board may occur because of death, resignation, transfer of membership or other reasons. The School Board will notify the partner church responsible for the vacant position as soon as it is aware of the vacancy. That partner church shall elect a new member to fill the vacancy for the remainder of the unexpired term.

Section 5:

A position on the board shall be considered vacant when a member is absent, without notice, for three (3) consecutive meetings.

ARTICLE VI – Meetings and quorum

Section 1:

- A. A minimum of 10 regular monthly School Board meetings.
- B. At the first meeting of the fiscal year the board will set tentative dates for the regular meetings.
- C. Written notice of the date, time, and place of the regular meeting of the School Board shall be emailed or otherwise delivered to each member no fewer than fourteen (14) days prior to the date of such meetings.
- D. Special meetings may be called by the chairperson or vice-chairman at any time that seems advisable.

- E. Written notice of the date, time, and place of special meetings of the School Board shall be emailed or otherwise delivered to each member no fewer than two (2) days prior to the date of such meetings.
- F. All meetings are open unless in executive session.
- G. Executive sessions (members only) shall be called to discuss matters pertaining to school personnel or other sensitive issues.

Section 2:

At the first School Board meeting of the fiscal year the Chairperson, Vice-Chairperson, **Lead Home and School Leader** and Treasurer shall be elected. They will assume their offices upon election. See Article VII for a description of the duties of elected offices.

Section 3:

Each partner church shall elect its representatives to the School Board. Length of service of members from Constituent Churches shall be three (3) years and shall not run concurrently. Length of service of members from Participating Churches shall be one (1) year. The term of office will run from July 1 to June 30.

Section 4:

The regular March meeting of the School Board shall constitute an annual Constituency Meeting where all New Orleans area churches are invited. At the meeting the school principal will present an in-depth report on the spiritual and educational status of the school. The Treasurer will present an in-depth financial report. The Chairperson will present a comprehensive progress report. The complete agenda for the annual Constituency meeting shall be discussed in the February meeting.

Section 5:

A quorum at a regularly scheduled meeting shall be five (5) School Board members. The Chairperson shall appoint a member to act as chairperson if he/she and the Vice-Chairperson will not be able to attend.

Section 6:

A quorum at special/emergency meetings shall consist of a majority of the School Board members, including the chairperson or vice-chairperson and the executive secretary.

Section 7:

Any member attending via conference call or video call (ex. Skype) shall be counted as present for the meeting.

ARTICLE VII – Duties of officers

Section 1:

The Chairperson shall:

- A. Call and preside at all School Board meetings;
- B. Direct the School Board in planning for and operating the school;
- C. Act as the official representative for the School Board to the partner churches.
- D. Be elected from the regular School Board members from Constituent churches. This position should rotate between the Constituent churches.
- E. Have a one year term of office.

Section 2:

The Vice Chairperson shall:

- A. Act in the place of the chairperson in his/her absence;
- B. Perform such duties as the board shall direct.
- C. Be elected from the regular School Board members from Constituent churches. This position should rotate between the Constituent churches and will not be a member of the same church as the chairperson.
- D. Have a one year term of office.

Section 3:

The Executive Secretary shall:

- A. Carry on the necessary correspondence of the School Board.
- B. Assign certain duties to a recording secretary, if necessary.

Section 4:

The Treasurer shall:

- A. Be responsible for the collection and timely deposit of all school money;
- B. Pay bills in a timely manner
- C. Prepare and present a complete financial report at each meeting.
- D. Be elected from the membership of the partner churches by the School Board
- E. Have a term of office of one year, can be reelected.

Section 5:

The GNOCA Principal or Head Teacher shall:

- A. Serve as Executive Secretary of the Board

- B. Shall perform the functions of the Principal as outlined in the Southwest Union Conference Board K-10 Manual.

Section 6:

Lead Home and School Leader shall:

- A. Elected by the School Board from parents/guardians of students or persons that have shown a strong interest in GNOCA
- B. Prepare agendas and lead periodic Home and School meetings
- C. Attend/present/speak at school meetings, e.g. Back to School events, orientation, other events as needed
- D. Draft and manage annual calendar of fund-raising and volunteer activities
- E. Oversee fund-raising success and volunteer activities

Local Church Home and School Leader

- A. Elected by local church
- B. Represent GNOCA on their home church Church Board
- C. Work under the leadership of the Lead Home and School Leader

ARTICLE VIII – Duties of the School Board

Section 1:

The functions of the Board shall be to:

- A. Organize itself at the beginning of each fiscal year. Members elected by the partner churches to serve on the board are to take office at the beginning of the fiscal year.
- B. Hold regular meetings as outlined in Article VI, Section 1.
- C. Make recommendations to the ARKLA Board of Education for the employment of faculty.
- D. Foster and promote an active Home and School Association.
- E. Shall perform the functions of the School Board as outlined in the Southwest Union Conference School Board K-10 Manual.

Section 2:

The School Board may elect or appoint such committees as are deemed necessary to fulfill the functions of the School Board. Such committees receive their authority and direction from the School Board, and are responsible to the School Board.

ARTICLE IX - Financial Policy**Section 1:**

The operating expenses of GNOCA shall be derived from student tuitions and/or supplemented by the contributions of the operational partnership churches.

Section 2:

GNOCA should present to each constituency church their preliminary budget for the upcoming year no later than May 15 of the year preceding the beginning of school. This is needed so that each constituent church may request in their church budget an operating subsidy for the school to their perspective church boards for recommendation to their church in a business meeting.

Section 3:

Each Constituent church shall pay its contribution to the school on a twelve month basis beginning July 1 to June 30. An amount designated as operational subsidy shall be paid by each constituency church. This subsidy will be based on the total operating budget of the school, less tuition, registration fees and support from Participating churches. The individual church share will be determined by the following formula:

- A. Individual church's tithe, during the past calendar year, divided by the total tithe of all constituent churches for the same period.
- B. Individual church's membership as of December 31 of the previous school year divided by the total membership of all constituent churches on that same date.
- C. The sum of A and B of each individual constituent church divided by 2 will be the percentage of total appropriation from that church.

Section 4:

Plans for capital improvements, such as purchase of property, construction of new buildings, etc. must be approved by a simple majority vote of the NOFSDA church in business session.

Section 5:

Cost of maintenance such as roof repair and/or construction of new buildings, other than general housekeeping, will be the responsibility of NOFSDA church. Repair due to abuse or misuse of building shall be the responsibility of GNOCA. GNOCA shall pay for general liability and property insurance, through the Adventist Risk Management Insurance Company. Flood insurance is the responsibility of GNOCA however, NOFSDA church may elect to wavier purchase of flood insurance at a NOFSDA business session. If they elect to wavier flood insurance purchase and assume the risk, the current premium amount may be credited to their portion of the appropriation.

ARTICLE X -Amendments

Section 1:

All amendments of the Constitution and Bylaws shall be recommended by the School Board. The amendments must be accepted by each Constituent Church.

ARTICLE XI - Ratification

Section 1:

This Constitution shall be ratified by the founding Constituent churches of GNOCA (Marrero Seventh-day Adventist Church and the New Orleans First Seventh-day Adventist Church) at dully called church business meetings.

ARTICLE XII - Dissolution

Section 1:

In the event of the dissolution of this Constituency, all assets of liabilities shall be apportioned to the partner churches according to the latest operating subsidy formula percentage.

Section 2:

All property and buildings of GNOCA belong to NOFSDA. Dissolution will take place upon a two-thirds (2/3) vote of a NOFSDA business meeting; a two week notice having been given that school dissolution is on the agenda. If sold, NOFSDA will retain the rights to any proceeds from the sale. Proceeds will be put in trust for a NOFSDA school with the ARKLA Conference or Southwest Union Association until such time as another school will be planned or built by NOFSDA within a period of five years. After such time, all money will revert to NOFSDA for any use determined by a two-thirds (2/3) vote of a business meeting.

ARTICLE XIII – Parliamentary Procedure

Section 1:

The usual parliamentary rules as laid down in the current edition of Robert's Rules of Order shall govern all deliberations in constituency meetings and School Board meetings when not in conflict with these bylaws.

ARTICLE XIV – Indemnification

Section 1:

The school shall indemnify any person who is serving or has served as a member of the School Board or school administrators against all reasonable expenses (including, but not limited to, judgments, costs and legal fees) actually and necessarily incurred by him(her) in connection with the defense of any litigation, action, suit or proceeding, civil, criminal or administrative, to which he(she) may have been a party by reason of being or having been a member of the School Board or school administrators, except he(she) shall have no right to reimbursement for matters in which he(she) has been adjudged liable to the school for gross negligence or willful misconduct in the performance of his(her) duties.

Section 2:

This right of indemnification shall be in addition to, and not exclusive of, all other rights to which such member of the School Board or officer may be entitled.