

**AMENDED AND RESTATED BYLAWS
OF THE
SCHOOLS RISK AND INSURANCE MANAGEMENT GROUP**

These are the Amended and Restated Bylaws (the “Bylaws”) for the governance of the **Schools Risk and Insurance Management Group**, as duly adopted by the **Joint Powers Board** on April 6, 2022.

ARTICLE 1 - DEFINITIONS

The definitions of terms used in these **Bylaws** shall be the same as are contained in the **Joint Powers Agreement** forming the School Risk and Insurance Management Group. In addition to the terms defined in the **Agreement** the following terms shall have the meaning as herein stated unless otherwise required by the context:

- A. **Contribution:** All monies paid by a **Member** to the **Group**.
- B. **Executive Committee:** The nine-member (9) committee elected by the **Joint Powers Board** to provide for the management of the business and affairs of the **Group**.
- C. **Program Plan Document** shall mean a document adopted by the **Joint Powers Board** outlining the policies and procedures for the operations of that **Program**.

ARTICLE 2 – PRINCIPAL OFFICE

The **Group’s** principal office for the transaction of business is located at 550 High Street, Suite 201, Auburn, California 95603. All notices required to be filed with **Group** shall be delivered to the location stated above.

ARTICLE 3 - THE JOINT POWERS BOARD

A. Appointment

All **Voting Members** shall designate one **Representative** as a member of the **Joint Powers Board**, and one alternate to serve in the absence of the **Representative**. Such appointment shall be made pursuant to a resolution adopted by the governing board of the **Voting Member**. Both the appointed Representative and the Alternate must be a Superintendent, Assistant Superintendent, Business Manager, Chief Business Officer, Chief Operating Officer, Chief Financial Officer, or equivalent level employee. Within 60 days of the effective date of these amended bylaws, any **Voting Member** whose **Representative** or alternate does not meet these qualifications must designate a new **Representative** or alternate who does.

B. Powers Reserved to the Joint Powers Board

Pursuant to the **Agreement**, the **Joint Powers Board** may not delegate its authority to:

- 1) Approve a new **Member** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**;
- 2) Expel a **Member** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**;
- 3) Create or dissolve a **Program** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**;
- 4) Amend the **Bylaws**;
- 5) Adopt the annual budget of the **Group**;
- 6) Adopt an investment policy;
- 7) Elect the members of the **Executive Committee**;
- 8) Elect the officers of the **Group**,
- 9) Approve signature authority, by resolution, on bank accounts, treasuries, and other financial transactions; and
- 10) Declare assessments and dividends.

Items 4) through 10) above are actions requiring a majority vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**.

Amendments to documents specific to a particular coverage program shall be amended at a regular or special meeting of the **Joint Powers Board** by a majority vote of the **Representatives** or alternates of those **Voting Members** that participate in the program. However, the **Joint Powers Board**, as a whole, shall have the authority to approve budgets, including contributions, dividends, or assessments for any program.

The **Joint Powers Board** may, by resolution, delegate such authority as is necessary for the management of the business and affairs of the **Group** to the **Executive Committee**, unless such delegation is prohibited by law or these Bylaws.

C. Meetings of the Joint Powers Board

1) Regular and Special Meetings

The **Joint Powers Board** shall have at least one (1) regular meeting each year. The

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Executive Committee shall provide notice of the date(s) and time for **Joint Powers Board** regular meeting(s). A copy of such notice shall be distributed to each **Voting Member**. The place of the regular meeting(s) shall be such public building or other place as may be designated by the **Executive Committee**.

A special meeting of the **Joint Powers Board** may be called by the President or the **Executive Committee** with at least twenty-four (24) hours prior notice.

2) **Ralph M. Brown Act**

The **Joint Powers Board** shall adopt rules for conducting its meetings and other business. All meetings of the **Joint Powers Board**, including regular, adjourned and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950).

D. **Minutes**

The Secretary/Treasurer of the **Joint Powers Board** shall cause minutes of all meetings of the **Joint Powers Board** to be kept, and shall, as soon as possible after each meeting cause a copy of the minutes to be forwarded to each **Voting Member** of the **Joint Powers Board**.

E. **Votes and Quorum**

A majority of the **Representatives** or alternates who are present at the meeting of the **Joint Powers Board** shall constitute a quorum for the transaction of business. If a quorum is present, the affirmative vote of a majority of the **Representatives** or alternates at the meeting and voting on any matter shall be deemed the act of the **Voting Members** unless the vote of a greater number is required by law, the Agreement, or these Bylaws. Each **Voting Member** of the **Joint Powers Board** shall have one vote.

ARTICLE 4 - THE EXECUTIVE COMMITTEE

A. **Election**

The nine-person (9) **Executive Committee** shall be elected or re-elected by the **Joint Powers Board** as follows:

1. The first five (5) members of the Committee shall be elected for a term of two (2) years.
2. The remaining four (4) members of the Committee shall be elected for a term of one (1) year.
3. Thereafter, **Executive Committee** members will each serve for two (2) years.
4. In order to serve on the **Executive Committee**, each member must be designated as the **Representative** or alternate to the **Joint Powers Board** by its **Voting Member** employer, and must be a Superintendent, Assistant Superintendent,

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Business Manager, Chief Business Officer, Chief Operating Officer, Chief Financial Officer, or equivalent level employee.

5. The **Joint Powers Board** shall, insofar as it is possible, elect the **Members** that represent different types and sizes of **Voting Members** as well as the various geographical areas of the **Voting Members**.
6. When a vacancy occurs on the **Executive Committee** before the end of a member's term, the **Executive Committee** may appoint a replacement to serve until the end of the vacated term. Said appointee shall, insofar as possible, represent the same type and size as the **Voting Member** vacating the position.
7. Three (3) of the nine (9) seats shall be filled by a **Representative** or alternate of **Voting Members** located in Nevada County. Six (6) of the nine (9) seats shall be filled by a **Representative** or alternate of **Voting Members** located in Placer County.

B. Duties and Powers

The **Executive Committee** shall be responsible for the ongoing operations of the **Group** and is hereby empowered to implement and enforce these **Bylaws** and such other rules, regulations, and procedures as the **Joint Powers Board** shall adopt. As appropriate, the **Executive Committee** shall propose such amendments to these **Bylaws** to the **Joint Powers Board**. The **Executive Committee** shall have the powers and authority that are delegated to it by the **Joint Powers Board**.

C. Meetings of the Executive Committee

The **Executive Committee** shall hold at least one (1) regular meeting in each quarter. The dates, time, and place for the regular meetings shall be fixed by the President of the **Joint Powers Board**. Notice of such regular meetings shall be given, and the agenda shall be posted, at least seventy-two (72) hours in advance of such meeting. The place of the regular meetings shall be such public place or other place as may be designated by the President. The **Executive Committee** shall be conducted in accordance with the Ralph M. Brown Act (commencing with California Government Code section 54950)

Special meeting of the **Executive Committee** may be called by the President with at least twenty-four (24) hours' notice.

D. Minutes

The Secretary/Treasurer of the **Group** shall cause minutes of regular, adjourned regular and special meetings to be kept. As soon as possible after each meeting, the Secretary/Treasurer shall forward a copy of the minutes to each member of the **Executive Committee**.

E. Quorum

A majority of the members of the **Executive Committee** shall constitute a quorum for the

transaction of business.

ARTICLE 5 - OFFICERS

A. Election and Term

The **Joint Powers Board** shall elect a President, Vice President, and Secretary/Treasurer at its first meeting; and, thereafter, at the spring meeting held in each succeeding fiscal year for a one-year term to begin July 1 of the following fiscal year No Officer shall serve more than two consecutive years in the same office.

In the event that the President, Vice President or Secretary/Treasurer so elected ceases to be a **Voting Member**, the resulting vacancy shall be filled at the regular meeting of the **Joint Powers Board** held immediately after such vacancy occurs. Officers so elected shall serve in the same capacity for both the **Executive Committee** and the **Joint Powers Board**. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his absence the Vice President, shall preside at and conduct all meetings of the **Executive Committee** and the **Joint Powers Board**.

The **Joint Powers Board** shall appoint an Executive Director who shall serve at the pleasure of the **Joint Powers Board**.

B. Duties of the Officers

1) President

The President shall preside over all meetings of the **Joint Powers Board** and the **Executive Committee**, and perform such other duties as the **Joint Powers Board** or **Executive Committee** may specify.

2) Vice President

The Vice President shall act as the President, in the absence of the President, and perform such other duties as the **Joint Powers Board** or **Executive Committee** may specify.

3) Secretary/ Treasurer

The Secretary/Treasurer of the **Group** shall assume the duties described in California Government Code section 6505.5, and shall:

- a) Receive and receipt all moneys of the **Group** and place it in the **Group's** treasury,
- b) Be responsible upon the Secretary/Treasurer's official bond for the safekeeping and disbursement of all **Group's** money so held by the Secretary/Treasurer,

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- c) Pay, when due, out of money of the **Group** so held by the Secretary/Treasurer all sums payable by the **Group**,
 - d) Insure that all minutes, correspondence, and documents are properly executed and that all notices of meeting are posted as required by law, and
 - e) Shall be the custodian of the financial records and property of the **Group**.
- 4) Executive Director
The Executive Director shall act as fiscal agent for the **Group's** budget transactions.

ARTICLE 6 – PROGRAMS

The **Joint Powers Board** shall authorize the creation of **Programs** with the adoption of a set of **Program Plan Documents** that outline the policies and procedures for the implementation and operations of the adopted **Program**.

The **Executive Committee** may adopt supplementary policies and procedures that facilitate the operations of such **Program** and are not inconsistent with the **Program Plan Documents**.

ARTICLE 7 – ACCOUNTS AND RECORDS

A. Funds

The **Group** shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of law or any resolution of the **Group**. Books and records of the **Group** shall be open to inspection at all reasonable times by representatives of the **Members**. The **Executive Committee** shall, as soon as practical after the close of the fiscal year, provide a copy of the Audited Financial Report for such fiscal year to each of the **Members**.

B. Dividends and Assessments

The **Joint Powers Board** may assess the **Members** of a **Program** as needed in order to adequately fund said **Program** for expected future liabilities and for an appropriate contingency margin as determined by the Committee.

Upon a determination by the **Joint Powers Board** that a **Program** has sufficient funds to pay all expected future liabilities and an adequate contingency margin, the **Joint Powers Board** may elect to return any excess funds to the **Members** as a dividend.

C. Audits

The **Group** shall either conduct an audit or contract with a Certified Public Accountant to make an annual audit of the accounts and records of the **Group**. The minimum requirements of the audit shall be those prescribed by the California State Controller for special districts under California Government Code section 26909 and shall conform to generally-accepted auditing standards. When such an audit of the **Group's** accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as public record with each of the **Members**, and with the County

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Auditor of the County of Placer. Such report shall be filed within twelve (12) months of the end of the fiscal year under examination.

Any costs of audits pursuant to this section, including contracts with or employment of Certified Public Accountants, shall be borne by the **Group** and shall be a charge against any unencumbered funds of the **Group** available for this purpose.

ARTICLE 8 – BUDGET

The **Executive Committee** shall recommend to the **Joint Powers Board** a budget that includes the annual contributions of each **Member**, and the **Joint Powers Board** shall adopt the budget as proposed or amended, prior to the beginning of the next fiscal year.

ARTICLE 9 – DISSOLUTION

In the event of the dissolution, complete rescission or other final termination of the **Agreement** by the governing boards of two-thirds of the **Voting Members**, any property interest remaining in the **Group**, following a discharge of all obligations shall be made to the current **Members** in proportion to their respective contributions.

ARTICLE 10 - ADDITIONAL MEMBERS

Any other Public Education Agency within the State of California that desires to join the **Group** shall submit a request to become a party to the **Agreement**. Upon of the two- thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**, a **Public Education Agency**, shall be eligible to become a **Member**, provided it submits a properly executed copy of the **Agreement** to the **Joint Powers Board**.

Such additional parties shall forthwith pay to the **Group** its current **Contribution**, as determined by the **Executive Committee** and as outlined in the **Group**'s policies. Thereafter, such additional party shall be considered a **Member** to the same extent as the original **Members** to the **Agreement** and for all purposes.

ARTICLE 11 - AMENDMENTS

Amendments to these **Bylaws** may be proposed by any **Representative** or alternate to the **Joint Powers Board**. The proposed amendment shall be referred to the **Executive Committee** for its consideration and recommendation to the **Joint Powers Board**. Article 4, Section A.7., which describes the representation by county on the Executive Committee, may be amended with a two-thirds vote of the **Joint Powers Board** at a regular or special **Joint Powers Board** meeting. All other amendments to these **Bylaws** may be made by a **majority** vote of the **Representatives** or alternates at a regular or special meeting of the **Joint Powers Board**.

ARTICLE 12 - INVOLUNTARY TERMINATION

A **Member** shall be involuntarily terminated if it refuses to abide by an amendment which has been approved by two-thirds of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**.

A **Member** may be involuntarily terminated for any reason if such termination is approved by two-thirds of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**.

The **Joint Powers Board** shall provide the terminated Member with a minimum of ninety (90) calendar days' written notice, and such involuntary termination shall be effective at the end of that fiscal year, if possible.

ARTICLE 13 – NOTICE

The **Group** shall address notices, billings, and other communications to a **Member** as directed by that **Member**. Each **Member** shall address notice to the **Group** to the Executive Director at the office address set forth in these Bylaws as the principal office.

ARTICLE 14 - ENFORCEMENT

The **Executive Committee** is authorized to enforce these **Bylaws**. If it is necessary to file a lawsuit against a defaulting **Member** to enforce the **Bylaws**, the defaulting **Member** shall pay such reasonable attorney fees to the **Group** as determined by the court.

ARTICLE 15 - EFFECTIVE DATE

These **Bylaws** shall go into effect upon the date specified in the preamble, which is the date that the **Joint Powers Board** adopted them.

ARTICLE 16 - MEMBERS' OBLIGATIONS

Each **Member** shall cooperate fully with **SRIMG** in investigating, defending and settling claims for which **SRIMG** provides coverage; shall pay cash contributions, assessments and other charges promptly; shall implement and follow prudent risk management practices to prevent and/or minimize the exposure to loss, and shall comply with the terms of the Joint Powers **Agreement**, the **Bylaws**, the **Program** policies and procedures in which the **Member** participates, and such other policies and procedures adopted by **SRIMG**.

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ADDENDUM EFFECTIVE JUNE 16, 2021

Article 4 of the Bylaws of the Schools Risk and Insurance Management Group calls for a nine-member Executive Committee with three members elected by Nevada County Voting Members, and six members elected by Placer County Voting Members. Currently the three Executive Committee members from Nevada County are serving concurrent terms from 2020 to 2022. The Joint Powers Board of the Group has determined that it is in the best interests of the Group to amend the bylaws for a one-time change to the term of one member of the Executive Committee from Nevada County so that the members may serve staggered terms. Doing so will allow for an experienced member from Nevada County to always be on the Executive Committee.

To accomplish this, the Board hereby determines to amend the Bylaws to shorten the term of one Nevada County Executive Committee member to one-year, serving from 2020 to 2021. The term of that member shall be immediately returned to a two-year term, serving from 2021 to 2023.

Therefore, the Board resolves to amend Article 4, paragraph A (3) temporarily to shorten the term of Executive Committee member Rusty Clark, serving from member Pleasant Ridge School District, to 2020-21. The term of this member shall be immediately restored to two years, running from 2021 to 2023, and for consecutive two-year terms thereafter. The Bylaws otherwise remain unchanged and all other Executive Committee members shall continue to serve two-year terms.

This Action Item may be appended to the Bylaws in the official records of the Group in order to document this temporary change.