

Project Adult Literacy Advisory Council Notebook

project
adult
literacy

*A program of the
Newport Beach Public Library*

Project Adult Literacy

1000 Avocado Avenue
Newport Beach, CA 92660
(949) 717-3874

literacy@newportbeachca.gov • www.newportliteracy.org
Find us on **Social Media** at <https://linktr.ee/newportliteracysocial>

Project Adult Literacy *Advisory Council Notebook*

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Mission Statement

The mission of Project Adult Literacy is to develop the literacy skills of adults to empower them to achieve greater success in their lives – at home, at work, and in the community.

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Development of the
Newport Beach Library Literacy Program
By Carol Hazelwood (2010)

It has been twenty-five years since I re-vitalized the Newport Beach Literacy Program. The longevity of the program is due to the volunteers and staff who have come through the library doors. Many businesses don't last as long.

Originally, the program began through a California Literacy Library Grant given to Placentia Library in 1985 with the directive to start literacy programs in other cities. Newport Beach was one such program, affiliated with Literacy Volunteers of America founded by Ruth Colvin.

However, after the first year only one tutor/learner pair remained in the Newport Beach Program and the program was about to fold. Wanda Weldon, the President of the nearly defunct Board, asked me to restart and run the program after I contacted them. This was in 1986. Having received training as a tutor in literacy, ESL, and teacher training in Anaheim and Huntington Beach, I felt comfortable in taking on the role.

Since then amazing progress has occurred. When the public learned about the program through advertisements of all kinds, they responded as volunteers and learners followed. For some time I ran much of the program out of my home. With the help of the new librarian, LaDonna Kienitz and her staff, the program received a California State Literacy Grant.

In 1988, Marcia Hendricks Tungate became the first literacy coordinator with an office in the library. During those years a new Advisory Board, public awareness through TV and other local media, workplace literacy, fundraisers such as the Business Spelling Bees, and improved tutor training increased the program's profile in Orange County.

In 2002, the two major literacy programs in the United States, Literacy Volunteers of America and Laubach joined forces to become Pro America Literacy. The Newport Program now functions under the name Newport/Mesa Pro Literacy.

Through the years the program has had several literacy coordinators and Advisory Board Presidents. Despite financial ups and downs, the literacy

program has continued to develop, improve and grow. City and state funding, grants and fundraising events, such as the Author's Luncheon, have become the lifeblood of the organization.

Today the program continues to serve the community with over 100 tutors, many volunteers, and 125 learners. Although it maintains the fundamental principle of one on one tutoring, it has added small classes on pronunciation, writing, life skills, book club, and idiomatic English. Computer programs for learners of all abilities are also now available. And, most importantly the tutor training has been revised and modernized to meet the challenges of the 21st century.

It has been a privilege to witness the growth and development of the Newport Beach Literacy Program, due to the dedication and skills of the program's staff and the confidence they instill in the volunteers. When I leave the Advisory Board at the end of this year, I know the program remains in very capable hands.

Project Adult Literacy Advisory Members and Terms

Terms expiring December 2022

Vincent Ma

Eve Marie Kuntzman*

Ashley Ferber

Terms expiring December 2023

Jill Draffin

Lauren Leung

Jill Richardson

Terms expiring December 2024

Megan Cooney

Jen C. Bullington

Stephanie Peecher

* in second term

Project Adult Literacy – 2022 Advisory Board

<p>Jessica Bass <i>Bank of America</i> 1638 Santa Ana Ave. Costa Mesa, CA 92627 Cell: (818) 929-0010 Email: advisoryboardjessica@gmail.com CC Email: jessica.bass@bofa.com</p>	<p>Vincent Ma <i>Revolve</i> 19602 Canberra Lane Huntington Beach, CA 92646 Cell: (626) 589-5385 Email: vincentweima@gmail.com https://www.linkedin.com/in/vincentwma</p>
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<p>Ellen Coleman <i>Peer Street, Inc.</i> 72 Ambrose Newport Coast, CA 92657 Cell: (310) 251-4550 Email: ellencoleman@msn.com</p>	<p>Jill Richardson <i>Freelance Video Producer</i> 34011 Formosa Drive Dana Point, CA 92629 Cell: 949.633.5806 Email: jilllivinglarge@cox.net</p>
<p>Megan Cooney <i>Gibson, Dunn & Crutcher LLP</i> 26 Riviera Coto de Caza, CA 92769 (612) 247-4532 Email: mcooney@gibsondunn.com</p>	<p>John Thomas <i>Bank of America</i> 1281 North Gilbert Street, Unit 96 Fullerton, CA 92833 Cell: (714) 333-7922 Email: john.cherif.thomas@gmail.com</p>
<p>Jill Draffin <i>Retired</i> 4 Yorkshire Newport Beach, CA 92660 Cell: (949) 632-7717 Email: jdraffin@gmail.com</p>	
<p>Ashley Ferber <i>Controller, Quantum Metric</i> 12072 Larchwood Ln North Tustin, CA 92705 Cell: (949) 870-2963 Email: ashleyaferber@gmail.com</p>	
<p>Eve-Marie Kuntzman <i>Compassion in World Farming</i> 19721 Sleeping Oak Drive Portola Hills, CA 92679 Home: (949) 635-5836 Cell: (949) 395-7249 Email: ekuntzman@gmail.com</p>	<p>Melissa Hartson <i>Library Director & Liaison</i> 1000 Avocado Ave. Newport Beach, CA 92660 Work: (949) 717-3810</p>
<p>Cherall Weiss, Program Coordinator Newport Beach Public Library 1000 Avocado Avenue Newport Beach, CA 92660 Work: (949) 717-3875 Email: cweiss@newportbeachca.gov</p>	<p>Sarah Atherton, Literacy Assistant Newport Beach Public Library 1000 Avocado Avenue Newport Beach, CA 92660 Work: (949) 717-3874 Email: satherton@newportbeachca.gov</p>

Project Adult Literacy Advisory Board (2022)

Jessica Bass

Ms. Bass is a mortgage attorney at Bank of America. She is excited to be a part of the Advisory Board to council the development of literacy in our community. Ms. Bass enjoys cooking, traveling, and walking. She is honored to be president of the Advisory Board.

Jen Bullington

By day, Jen provides corporate communications and LinkedIn advice for professional services firms. By night she writes humor, memoir, women's fiction, and short stories. After 20 years as a corporate trainer, she's delighted to sit down while she works.

Ellen Coleman

Ms. Coleman is Chief Financial Officer of Peer Street, Inc. Ms. Coleman is a fan of reading and promoting literacy. She has worked as a mentor with Young Storytellers, an organization in LA that brings elementary school students' creative writing stories to life on stage. She is excited to execute our mission in serving the adults in our community.

Megan Cooney

Megan Cooney is an attorney with the law firm Gibson, Dunn & Crutcher LLP in Irvine. She has been practicing law for over eight years, focusing on employment litigation. In her spare time, Megan enjoys spending time outdoors with her two sons, husband, and dog.

Jill Draffin

Ms. Draffin is a retired real estate/finance attorney. She has been a tutor with Read OC for several years, and volunteers with a local ESL program. After 40 years practicing law, she is looking forward to using her skills to further the cause of adult literacy in our community.

Ashley Ferber

Ms. Ferber is a CPA with 16+ years of experience in Big Four public and corporate accounting & shared services. She has previously enjoyed tutoring English and served as Board Chair for the student-owned bookstore at Washington State University. Ms. Ferber is passionate about the NMPL mission and believes that literacy is crucial to both personal and community development.

Eve-Marie Kuntzman

Ms. Kuntzman was in financial services for over 17 years and was co-founder of Beacon Pointe Advisors. In 2014, Ms. Kuntzman received her MBA and now works in non – profit fund development. In addition, Ms. Kuntzman is active in local dog rescues.

Project Adult Literacy Advisory Board (2022)

Vincent Ma

A graduate from UCR, Mr. Ma is a financial analyst for Drybar, Inc. Mr. Ma has a long-time interest in education and literacy and enjoys being involved in the community. As a first-generation immigrant, he has a keen understanding of the difficulties lack of literacy causes families.

Stephanie Peecher

Ms. Peecher is an Associate with Crown Realty & Development. She is extremely passionate about reading and the ways in which literacy can transform life experience. In her free time, she loves hiking with her dog and spending time with her friends and family. Ms. Peecher is excited to be involved with this important organization and is eager to help better the community she lives in.

Jill Richardson

Ms. Richardson is a freelance video producer and works with ad agencies, corporations and production companies creating impactful media. Ms. Richardson has a personal investment in the cause of Adult Literacy. She believes improved Literacy Skills truly empowers each person to greater success.

John Cherif Thomas

Mr. Thomas currently works at Bank of America as the AVP for Consumer Project Strategy. In addition, he has many interests in the nonprofit arena and has been involved in grant writing, event planning, and educational causes. He enjoys time with his family and traveling to exotic locations.

Advisory Council
Project Adult Literacy
2022 Meeting Schedule

Tuesday, January 11

Tuesday, March 8

Tuesday, May 10

Tuesday, July 12

Tuesday, September 13

Tuesday, November 8

Board Retreat: TBD 9:00am – 1:00pm
Central Library – Conference Room

Meetings are usually held in the Staff Conference Room of the Central Library
6:00 – 7:30 PM

**AMENDED AND RESTATED
CONSTITUTION AND BY-LAWS
PROJECT ADULT LITERACY
an unincorporated association**

ARTICLE I – NAME AND OFFICE

Section I – The name of this organization (the “Organization”) shall be:

Project Adult Literacy

Section II – The Organization's principal office shall be at the Newport Beach Central Library, located at 1000 Avocado Avenue, Newport Beach, California (the “City”), or such other location within the City as may be determined in accordance with the Memorandum of Understanding between the Organization and the City executed October 10, 2018 (the “MOU.”)

Section III – This Amended and Restated Constitution and By-laws shall be referred to herein as the “Bylaws.”

ARTICLE II – MISSION

Section I – Our mission is to develop the literacy skills of adults to enable them to achieve greater success in their lives at home, at work and in their community.

Section II – At all times, the Organization shall engage in charitable activities, in accordance with the requirements of the Internal Revenue Code and the laws of the State of California, and in compliance with the MOU.

ARTICLE III – MEMBERSHIP

Section I – The membership of the Organization shall consist of, at any time, (A) all persons who currently participate in the programs of the Organization as (1) a volunteer tutor, (2) a learner, (3) a Board member, (B) the Literacy Coordinator of the Newport Beach Public Library, and (C) any other administrative and volunteer personnel at the Organization (collectively, “Members”).

Section II – No person shall be denied membership because of sex, race, color, nationality, religion, political belief, age, disability or veteran status.

ARTICLE IV – MEETINGS OF MEMBERSHIP

Section I – An annual meeting of Members of the Organization for the election of members of the Literacy Advisory Board (the “Board”) and transaction of such other business as properly may come before it shall be held at such place and time during the year as is set each year by the Board. Notice of the annual meeting shall be given by the Secretary at least fourteen (14) days before the meeting

to all persons who are or have been Members during the twelve (12) calendar months preceding the annual meeting.

Section II – Special meetings of the Members may be held at the call of the Board or the call of at least sixty percent (60%) of the Members. Each Member shall be entitled to one vote. The Secretary shall give notice of such meetings containing the purpose of such meetings to all Members at least ten (10) days before the date of the meeting.

Section III – A quorum at the annual meeting shall be based on ten (10%) percent of Members.

Section IV – The meetings of Members may be held at such place designated from time to time by the Board, and in the absence of any such designation, shall be held at the Newport Beach Public Library. Any meeting may be held by video or telephone conference or other electronic communication, and all Members participating in such communication shall be deemed to be present in person at the meeting.

ARTICLE V – ADVISORY BOARD

Section I – The Board shall act in an advisory capacity to the Literacy Coordinator, and have fiscal responsibility for the management and control of the private funds of the Organization in accordance with a Financial Control Policy to be established and maintained by the Board.

Section II – The Board shall consist of not fewer than five (5) and not more than twelve (12) members.

Section III – At the annual meeting of Members, the Nominating Committee established under these Bylaws shall present the slate of the Board nominees to the Members, and the membership shall vote for the entire slate of new nominees. Board nominees shall be elected by a majority vote of those Members voting at the annual meeting. Board members shall serve for a term of three (3) years. No Board members may serve more than two (2) consecutive terms. Term limits will become effective for all Board members beginning on January 1, 2009. A Board member who has served two (2) consecutive terms may re-apply to the Board as a nominee after twelve (12) or more months has elapsed following the expiration of the member's most recent term.

Section IV – The Board shall have the power to fill vacancies in its own membership. Such new Board members shall hold office until the next annual meeting of the Members. At that time they may be included in the slate presented by the nominating committee.

Section V – A minimum of thirty percent (30%) of the Board members shall constitute a quorum at any meeting of the Board. A majority of the members of the Board present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section VI – The Board shall hold regular meetings six (6) times per year at the time and place specified by the President. Special meetings of the Board may be

called at any time by the President, the Secretary, or any three (3) members of the Board. Notice of the meeting shall be given by the Secretary to all members of the Board at least fourteen (14) days before the meeting.

Section VII – Meetings of the Board may be held at any place designated from time to time by the Board, and in the absence of any such designation, shall be held at the Newport Beach Public Library. Any meeting may be held by video or telephone conference or other electronic communication, and all Board members participating in such communication shall be deemed to be present in person at the meeting.

Section VIII – Any member of the Board may resign effective on giving written notice to the President or the Secretary, unless the notice specifies a later time for that resignation to become effective. Except as the Board otherwise determines, a member of the Board shall be deemed to have resigned in the event of three (3) consecutive absences which have not been excused by the President.

Section IX – A member of the Board who is unable to fulfill his or her obligations and commitments to the Organization due to temporary and unusual circumstances which were not foreseen at the time the Board member accepted a position on the Board may apply to the President of the Board for a leave of absence for a period not to exceed six (6) months. The Board (excluding such requesting member) may in its discretion grant or deny the leave of absence for all a portion of the period requested by vote of two-thirds (2/3rds) of the remaining Board members present at any regular or special meeting of the Board. A Board member who does not return to active participation on the Board following expiration of the leave of absence period granted by the Board shall be deemed to have resigned. If a Board member who is an officer is granted a leave of absence, the Board may appoint another Board member to assume such office for the period of the leave of absence as otherwise provided in these Bylaws.

ARTICLE VI – OFFICERS

Section I – Officers of the Organization shall be selected from among the members of the Board, and consist of a President, one or more Vice-Presidents, a Treasurer, a Secretary, and such other officers as the Board may designate. These officers shall be elected by the members of the Board and shall serve for a one (1) year term. No officer may hold the same office for more than two (2) terms, whether or not consecutive.

These officers shall constitute the Executive Committee of the Board.

Section II – The Board shall have the power at any time to fill vacancies among the officers by majority vote of the Board at any regular or special meeting at which a quorum is present. Officers so elected to fill such vacancies shall serve until the next Board meeting after the annual meeting or such shorter period as determined by the Board.

Section III – Any officer may be removed from office by a majority vote of the Board at any regular or special meeting at which a quorum is present.

Section IV – Duties of Officers:

President/Chair of the Board

- Oversee Board and Executive Committee meetings
- Serve as ex-officio member of all committees
- Work in partnership with the Literacy Coordinator and staff to assure that Board directives and resolutions are carried out
- Call regular and special meetings
- Appoint all committee chairs and, with the Literacy Coordinator, recommend who will serve on committees
- Prepare agenda for Board meetings
- Assist the Literacy Coordinator in conducting new Board member orientation
- Work with the Library Services Director in any search for a new Literacy Coordinator
- Coordinate the Board's oversight of the Literacy Coordinator's performance
- Work with the Nominating Committee to recruit new Board members
- Coordinate periodic Board assessment with the Literacy Coordinator
- Act as an additional spokesperson for the organization
- Fulfill all the responsibilities of a Board member's job description

Vice President of the Board

- Attend all Board meetings
- Serve on the Executive Committee
- Carry out special assignments as requested by the Board President
- Understand the responsibilities of the Board President and be able to perform these duties in the President's absence
- Participate as a vital member of the Board leadership team
- Fulfill all the responsibilities of a Board member's job description

Secretary of the Board

- Attend all Board meetings
- Serve on the Executive Committee
- Maintain all Board records and ensure their accuracy and safety
- Take minutes of each Board meeting
- Assume responsibilities of the President in the absence of the Board President, and Vice President
- Provide notice of meetings of the Board and/or of a committee when required
- Fulfill all the responsibilities of a Board member's job description

Treasurer of the Board

- Attend all Board meetings
- Understand financial accounting for nonprofit organizations
- Serve as financial officer of the Organization
- Manage, with the Finance Committee, the Board's review of and action related to the Board's financial responsibilities in accordance with the Board's Financial Control Policy
- Work with the Literacy Coordinator to ensure that appropriate financial reports are made available to the Board on a timely basis
- Fulfill all the responsibilities of a Board member's job description

Board Member

- Use best efforts to attend all Board meetings
- Have a thorough knowledge of the Organization and a personal commitment to its goals and objectives
- Participate actively in committee work
- Volunteer for and willingly accept assignments, completing them thoroughly and on time
- Stay informed about organizational matters, prepare for meetings, and review and comment on minutes and reports
- Get to know other Board members and build a collegial working relationship
- Participant in annual evaluation of the Organization's programs and planning efforts
- Participate in fund raising for the Organization and personally support the Organization's fundraising-campaigns

Learner Liaison

The Literacy Coordinator may recommend that a present or past participant in the Organization's programs be appointed as a Learner Liaison to attend meetings of the Board for a term to be agreed, and the Board may approve or disapprove the appointment by majority vote of Board members attending any regular or special meeting of the Board. If so appointed, the Learner Liaison shall use best efforts to attend board meetings, acting as a representative for program learners and participating in general board discussions

- Attend learner network meetings and bring learner issues or concerns to the Board's attention, making recommendations or suggestions for addressing them
- Participate (or have participated) in at least one of the classes offered by the Organization
- Assist in organizing learner participation in program events
- Have an understanding of the Organization's programs and a personal commitment to its goals
- Maintain regular/monthly contact with a designated mentor on the Board

ARTICLE VII – INDEMNIFICATION

Section VII.1 Definitions. For the purposes of this Article VII, the following definitions shall apply:

- (a) "agent" means any person who is or was a director, officer, employee or other agent of the Organization, or is or was serving at the request of the Organization as a director, officer, member, employee or agent;
- (b) "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and
- (c) "expenses" includes without limitation attorney's fees and costs and any expenses of establishing a right to indemnification under Subsections 7.4 or 7.5(b).

Section VII.2 Indemnification in Actions by Third Parties. The Organization shall, to the maximum extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any proceeding, (other than an action by or in the right of the Organization to procure a judgment in its favor, an action brought under Section 5233 of the California Corporations Code, if applicable, or other action alleging self-dealing by such person in violation of applicable law,, or an action brought by the Attorney General or a person granted relator status by the attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Organization, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such person acted in good faith and in a manner of such person reasonably believed to be in the best interests of the Organization and, in the case of a criminal proceeding, had not reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Organization or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section VII.3 Indemnification in Actions by or in the Right of the Organization. The Organization shall, to the maximum extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Organization, or brought under Section 5233 of the California Corporations Code, if applicable, or other action alleging self-dealing by such person in violation of applicable law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Organization, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Organization and with such are, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this **Section VII.3:**

- (a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Organization in the performance of such

person's duty to the Organization, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

Section VII.4 Indemnification Against Expenses. To the extent that an agent of the Organization has been successful on the merits in defense of any proceeding referred to in Subsections 7.2 or 7.3 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section VII.5 Required Determinations. Except as provided in Subsection 7.4, any indemnification under this Article VII shall be made by the Organization only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Subsections 7.2 or 7.3, by:

- (a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or
- (b) The court in which such proceeding is or was pending upon application made by the Organization or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Organization.

Section VII.6 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Organization prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article VII.

Section VII.7 Other Indemnifications. No provision made by the Organization to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Bylaws, a resolution of Members or directors, an agreement or otherwise, shall be valid unless consistent with this Article VII. Nothing contained in this Article VII shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section VII.8 Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this Article VII, except as provided in Subsections 7.4 or 7.5(b), in any circumstances where it appears:

- (a) That it would be inconsistent with a provision of the these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section VII.9 Insurance. The Organization shall have power to purchase and maintain insurance on behalf of any agent of the Organization against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Organization would have the power to indemnify the agent against such liability under the provisions of this Article VII, provided, however, that a Organization shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the California Corporations Code, if applicable, or other self-dealing in violation of applicable law.

Section VII.10 Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article VII does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Organization as defined in Section 7.1. The Organization shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law, as applicable.

ARTICLE VIII – COMMITTEES

Section I – In addition to any other committee established under these Bylaws, there shall be a Nominating Committee and such additional committees as may be appointed by the President with the approval of the Board.

Section II – Three months prior to the annual meeting of Members, the President shall appoint a nominating committee of not fewer than three (3) and not more than five (5) Board members, whose duty shall be to present at the next annual meeting of the members, the nominations for members of the Board. Thereafter, a Nominating Committee shall function throughout the year and make recommendations to the Board to fill vacancies occurring between the annual meetings of Members.

Section III – Any Member at any annual meeting may, with the consent of the nominee, nominate candidates for members of the Board.

ARTICLE IX – DISPOSITION OF ASSETS UPON DISSOLUTION

In the event of the dissolution of this Organization or in the event it shall cease to carry out the objectives and purposes herein set forth, all the business, property and assets of the organization shall be distributed to such similar non-profit charitable organization or organizations as may be selected by the Board and which is or are tax-exempt organizations pursuant to Section 501(c)(3) of the Internal Revenue Code, so that business properties and assets of the Organization shall in such

event be used for and devoted to the purposes of promoting literacy organizations; and in no event shall any of the assets and property of the organization or the proceeds of any such property or assets in the event of such dissolution be distributed to Members either for the reimbursement of any sums subscribed, donated or contributed by such Members or for any other such purposes, it being the intent that in the dissolution of the Organization, or upon its ceasing to carry out the objectives and purposes herein set forth, the property and assets then owned by the Organization shall be devoted to carrying on the functions and purposes of such non-profit literacy programs as the Literacy Advisory Board shall determine and direct.

ARTICLE X – USE OF THE NAME

The words “ProLiteracy America” shall not remain in a part of the Project Adult Literacy name if it ceases to hold a membership in ProLiteracy America, a New York State non-profit corporation with offices in Syracuse, New York. Upon written request of ProLiteracy America, the officers, Literacy Advisory Board and members of this organization shall take all necessary measures to execute and file all necessary documents to change the Organization's name so as to omit the words, “ProLiteracy America.”

ARTICLE XI – MISCELLANEOUS

Section I – The Organization shall have no capital stock, its objective and purpose being solely of a charitable, literary and educational character and not for individual pecuniary gain or profit to its members. No part of the income or assets of this organization shall inure to the benefit of any private individual or member. This shall not prohibit payment to individuals for services rendered or assets purchased.

Section II – No substantial part of the activities of this organization shall consist of attempting to influence legislation or intervening in any political campaign.

Section III – These By-laws amend and restate in their entirety the Constitution and Bylaws of Project Adult Literacy, as previously amended. These Bylaws may be further amended or repealed from time to time upon a two-thirds (2/3rds) vote of the members of the Board present at any regular or special meeting at which a quorum is present. A copy of the proposed amendment shall have be sent to each member of the Board at least twenty (20) days before the date of the regular or special meeting at which the proposed amendment is to be acted on and a copy is posted in the Literacy Office

Section IV – Amendments of these Bylaws shall be consistent with the national by-laws of ProLiteracy America except as otherwise allowed or approved by ProLiteracy America.

**

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of the Literacy Advisory Board of Project Adult Literacy; and

(2) That the foregoing Amended and Restated Constitution and Bylaws, comprising eight (8) pages, constitute the Bylaws of such Organization as duly adopted by the Literacy Advisory Board of Project Adult Literacy at its duly called meeting held on _____, 2021.

IN WITNESS WHEREOF, I have subscribed my name this ___ day of _____, 2021.

Secretary

PROJECT ADULT LITERACY ORGANIZATION CHART 2021

Executive Committee

President	Jessica Bass
Vice Pres	Ashley Ferber
Secretary	Jen Bullington
Treasurer	Stephanie Peecher

External Committee

- PR
- Marketing
- Social Media
- Collaborators

Eve-Marie Kuntzman
Jill Richardson
Stephanie Peecher
Jen Bullington

Internal

Ellen Coleman
John Thomas
Jessica Bass
Jill Draffin
Vincent Ma

- Documents
- Marketing materials
- Event oversight

FINANCIAL CONTROL POLICY 2021

Waiting to be Approved by Project Adult Literacy Board of Directors- 2021

General

1. The Board of Directors (BOD) formulates financial policies, delegates administration of the financial policies to the Literacy Coordinator and reviews financial operations and activities.
2. The Literacy Coordinator has management responsibility including financial management.
3. Job descriptions for all staff will be maintained, indicating financial duties and responsibilities
4. Financial duties must be separated so that no one person has sole control over financial matters.
5. The library administration will maintain a current and accurate log of the chart of accounts.
6. The Literacy Assistant will maintain an accurate log of donations and other cash receipts to Project Adult Literacy.
7. These policies and procedures will be reviewed twice annually or more frequently as deemed necessary by the Board.
8. Financial reports will be prepared by the Literacy Coordinator and made available to the board at each meeting. The Board Treasurer will review and report on the organization's financial status. In the event the Board Treasurer is not available, the Literacy Coordinator or the Board President will perform these functions.
9. The Literacy Coordinator will notify the Board President and Board Treasurer in advance when withdrawals from the ProLiteracy accounts are >\$500.
10. There are [two] NMPL bank accounts, an investment account and a holding account maintained by the City. Accounts are to be held in a bank subject to general performance standards (GPS) as indicated by the Office of the Comptroller of the Currency (OCC)

General Account: Generally used for the receipt of donations, grants, etc.; and withdrawal of funds necessary for the operation of Literacy Services.

Memorial Award/International Literacy Day Account: Solely for the receipt and distribution of funds in connection with the Rochelle Hoffman Memorial Award and International Literacy Day ceremony. Donations made to the Hoffman Fund are first deposited into the General Account. Once deposited, Hoffman Funds ONLY must be transferred into the Memorial Award/International Literacy Day Account. These transfers can be done periodically with a report due to the Hoffman family annually.

Investment Account: An interest-bearing account or a liquid mutual fund agreed to by the Board to hold excess funds from the General Account.

Cash Receipts:

Literacy Coordinator or Literacy Assistant opens any mail addressed to NMPL, ProLiteracy, Project Adult Literacy, P.A.L., etc. The receipt of checks or cash will be recorded in the accounting system by the Literacy Assistant. All checks will be endorsed immediately and deposited to bank by Literacy Coordinator or a member of the Executive Committee of the Board of Directors.

On occasion, cash receipts may be deposited into the petty cash fund. At no time should the petty cash balance be more than \$150.00. All additions and subtractions to petty cash must be recorded on the petty cash register according to the requirements listed in Section IV of this document.

Receipts for income will be sent out immediately by the Literacy Assistant and noted in the computer system.

Credit Card Receipts:

NMPL may accept credit cards for payment or donation. Credit card forms are available for this purpose.

Credit Card payments are processed by the Literacy Assistant through an online donation portal.

Cash Disbursements:

All invoices will be forwarded to the Literacy Coordinator for review and approval. The Literacy Coordinator will approve each invoice, assign a G/L account number, and forward invoice to the assigned Library Administration personnel for payment.

Disbursements made from NMPL Bank account can be made by the Literacy Coordinator for up to \$500 w/o prior approval by the Board President or other Board officer. Approval for amounts above \$500 must be approved by the Board President or other Board officer. Such approval may be verbal or written. Approval must be noted on the disbursement record and include (1) the date of approval and (2) name of the authorizing Board officer.

Checks or other forms of payment may be signed or authorized by the President of the Board of Directors or the Treasurer of the Board of Directors or the Literacy Coordinator.

Petty Cash:

On occasion, cash received will be deposited into petty cash and recorded on the petty cash register form. At no time will petty cash have more than \$150. All disbursements from petty cash are to be made by the Literacy Coordinator and recorded on the petty cash register with notations as follows:

- Amount in or out
- To whom money was disbursed
- For what reason money was disbursed
- If a receipt accompanies disbursement request

Investment Account

The Board may approve an interest-bearing account, or a liquid mutual fund agreed to by the Board to be used for investment of excess funds from the General Account.

The Investment Account, in whole or in part, must allow for withdrawal of funds without penalty so that funds in the Investment Account may be transferred to the General Account as necessary for the operation of Literacy Services.

If funds in the General Account exceed the equivalent of NMPL's annual operating budget of the previous year the Literacy Coordinator may transfer excess funds into the Investment Account. The General Account minimum shall be reviewed every year.

The Literacy Coordinator may transfer funds electronically or by physical check, from the Investment Account to the General Account as necessary for the operation of Literacy Services.

[The Board may establish a minimum target expected [quarterly] return on investment for funds held in the Investment Account. The [quarterly] return on the Investment Account should be regularly monitored by the Literacy Coordinator and Treasurer. If the return on the Investment Account falls below the target expected return, then the Board shall determine if funds should be redirected to the General Account and/or to a new Investment Account.]

Waiver and Release

1. Photo Release. I grant permission to the City of Newport Beach, California ("City") Newport Beach Public Library ("Library") and Project Adult Literacy "PAL") to use and publish photographs/ and/or videos of me in flyers, brochures, newsletters, email messages, articles, social media posts, news releases, notices and other materials made and distributed in connection with Library's/ and/or-PAL's present or future programs and missions and on the City's, the Library's and/or PAL's websites- without further notice or consideration, and with or without identification of me by name, and I acknowledge the Library and PAL's rights to treat and edit the photograph/video at its discretion. I also acknowledge that the Library/PAL may choose not to use my photo/video at this time but may do so at its own discretion at a later date.

2. Waiver and Release of Liability. In consideration for participation in the programs of the Library and PAL (whether online or in person, and whether at the Library or another location ("Programs")), I agree that (a) my participation in the Programs is voluntary, (b) I will follow and abide by all rules, regulations, guidelines, and codes of conduct application to participation in the Programs; (c) I will not bring any claim, and hereby waive, release and hold harmless the PAL, the Library, and the City and all of their respective officers, agents, volunteers, elected and appointed officials and employees from any and all duty to me and/or claims, proceedings, costs and liability for damages arising out of or in the course of my participation in any Programs. I acknowledge and agree that this release is intended to extinguish all claims of every type, including those known and unknown, suspected and unsuspected, without regard to whether they are now known or suspected, even if those claims may materially affect my decision to enter into this release. This is a full and final release, and I expressly waive any right under California Civil Code section 1542, which provides:

1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

_____ (initial)

Printed Name: _____

Signature: _____ Date: _____

**NEWPORT BEACH PUBLIC LIBRARY
VOLUNTEER INFORMATION/EMERGENCY SHEET**

Last Name: _____ First Name: _____

Street Address: _____

City: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

Driver's License Number: _____

Emergency Contact Person: _____

Relationship: _____

Emergency Contact Phone: _____

Release of Liability:

I am aware that my participation as a volunteer for the Newport Beach Public Library is strictly voluntary and I hereby agree to indemnify and hold harmless the City of Newport Beach and any of its officers, agents or employees from any liability or claim or action for damages resulting from, or in any way arising out of my participation in the Volunteer Program.

Signature

Date

Parent's Signature (for volunteers under 18 years of age)

Date

Project Adult Literacy Advisory Board Application

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Contact Information	
Today's Date	
Name	
Street Address	
City, State, Zip	
Home Phone	
Cell Phone	
E-Mail Address	

Interests
Please list special qualifications, interests, hobbies:
Briefly describe paid work experience:
Current Company: _____ Position: _____
Briefly describe past/current volunteer work experience:

Availability			
<i>Example 4 - 6pm</i>		Wednesday	
Sunday		Thursday	
Monday		Friday	
Tuesday		Saturday	
Do you have any work restrictions; if so please list them here:			

Background
Have you ever been convicted for any crime other than a minor traffic violation? (For certain positions a criminal history will be conducted). Adults who work with the public may be fingerprinted.
<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please explain:

Agreement	
I have read the job description and will fulfill the commitment of an Advisory Board member.	
Release of Liability:	
I am aware that my participation as a volunteer for the Newport Beach Public Library is strictly volunteer and I hereby agree to indemnify and hold harmless the City of Newport Beach and any of its officers, agents or employees from any liability or claim or action for damages resulting from, or in any way arising out of my participation in the Volunteer Program.	
_____	_____
Signature of Volunteer	Date

PROJECT ADULT LITERACY

Board Member Commitment and Agreement

I agree as follows:

1. I will give my best effort to hit the ground running when beginning my service with the Board.
2. I acknowledge the mission of Project Adult Literacy (PAL) is to “to develop the literacy skills of adults to enable them to achieve greater success in their lives at home, at work and in their community,” and that as a member of the PAL Advisory Board, I have an opportunity to build a bridge between PAL and the community, and to help others to understand our mission and work.
3. I will participate actively in policy development and strategic planning. I understand that the board meets 6 times per year plus an annual retreat. I will do my best to attend each meeting, with the understanding that three consecutive unexcused absences will be considered resignation from the board.
4. I will provide fiduciary oversight to assure that our programs run effectively.
5. I accept ethical responsibility and will help to hold fellow board members and PAL's Literacy Coordinator to professional standards.
6. I will serve as an ambassador to the community to educate others and promote our work.
7. I commit to increasing my skills as a Board member.
8. I will participate in fundraising to ensure that our organization has the resources it needs to meet its mission. I commit to making a personal donation and will support the fundraising events and programs.
9. I will assist with the identification and recruitment of individuals who might take an active interest in PAL and support our mission.
10. I will use best efforts to carry out the job description of Board members, as set forth in the Bylaws:
 - Use best efforts to attend all Board meetings

- Have a thorough knowledge of PAL and a personal commitment to its goals and objectives
- Participate actively in committee work
- Volunteer for and willingly accept assignments, completing them thoroughly and on time
- Stay informed about organizational matters, prepare for meetings, and review and comment on minutes and reports
- Get to know other Board members and build a collegial working relationship
- Participant in annual evaluation of PAL's programs and planning efforts
- Participate in fund raising for PAL and personally support PAL's fundraising-campaigns

PAL agrees as follows:

1. PAL will provide me with an orientation, including background information on work accomplished to date.
2. PAL will provide me with relevant materials and education.
3. Board meetings will be well run and productive, with a focus on decision-making and not merely reporting. I The Literacy coordinator will provide monthly reports, program updates, press clippings, financial statements, and other program information.
4. PAL will provide appropriate support, including materials and training necessary for me to do this job effectively.
5. I will be able to choose from a range of fundraising activities.

Board Member Signature	Date
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Board President Signature	Date
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Disclosure Regarding Conflicts of Interest 2022

As a Member of the Advisory Board of Project Adult Literacy (PAL), I recognize that I owe duties of care and loyalty to PAL. I acknowledge that one of my duties is to avoid conflicts of interest, including the appearance that my activities, interests, or relationships, could create a conflict of interest, which would not be in the best interests of PAL.

A "conflict of interest" exists when a Member's personal or business interests or activities interfere or appear to interfere with the Member's duty or commitments to PAL. A conflict can arise when a Member takes actions or has an interest that may make it difficult to perform the Member's commitments to PAL in an objective manner, or that may inappropriately influence the Member's judgment when acting on behalf of PAL.

To help avoid conflicts, I am disclosing on this form other situations or areas in which it might appear that I have conflicting duties to other entities. I invite any further review by PAL of any aspects of these situations or areas that might be considered necessary or appropriate.

I will take other steps, such as not participating in the deliberation and resolution of certain issues or even withdrawing from the Board, if it is determined by PAL that those steps are necessary to protect against a conflict or the appearance of a conflict or legal liability to PAL or to me as a Member of the Advisory Board of PAL.

1. Professional, business, personal or volunteer positions or responsibilities that might give rise to conflicts:
2. I know of no professional, business, personal or volunteer position that might give rise to conflicts (initial here): _____

Printed Name: _____

Signature: _____ Date: _____