

**OPERATING AGREEMENT
OF
TENNESSEE ASSOCIATION OF SCHOOL
PERSONNEL ADMINISTRATORS, LLC**

THIS OPERATING AGREEMENT (the "Agreement") among the members of this organization (the "Members") is made and entered into as of the -2 day of November 2017.

**ARTICLE I
FORMATION**

1.1 **Formation.** The Members hereby form a limited liability company pursuant to the Tennessee Revised Limited Liability Company Act (the "Act").

1.2 **Name.** The name of the limited liability company shall be Tennessee Association of School Personnel Administrators, LLC (the "Company").

1.3 **Articles of Organization.** The Articles of Organization, filed with the Secretary of State of the State of Tennessee on _____~~June 7, 2010~~, are hereby adopted and ratified by the Members. In the event of a conflict between the terms of this Agreement and the terms of the Articles, the terms of the Articles shall prevail.

1.4 **Manager-Managed.** The Company shall be a "manager-managed" limited liability company as such term is defined in the Act.

1.5 **Definitions.** Capitalized terms not otherwise defined herein shall have the meaning set forth in the Act.

**ARTICLE II
PURPOSE AND POWERS**

2.1 **Purpose.** The purpose of the Company shall be organized for professional development, scientific, and/or educational purposes. The purpose of the Company shall be further defined as follows:

- to provide professional development for school personnel administrators;
- to provide up-to-date information based upon legal updates, state and national legislation and/or mandates, state/national trends, and current research in the area of human relations;
- to promote effective models of professional development for school system personnel and leaders; and
- to provide the opportunity to network, and share expertise and resources across the state and nation.

2.2 **Not-for-Profit.** The Company shall be a nonprofit organization incorporated under the laws of the State of Tennessee.

2.3 **Powers.** In furtherance of the foregoing purpose, the Company shall have the full power and authority to conduct its business as provided by the Act and applicable law.

2.4 **Affiliation.** The Tennessee Association of School Personnel Administrators, LLC shall be affiliated with the American Association of School Personnel Administrators.

ARTICLE III MEMBERS AND VOTING RIGHTS

3.1 **Members and Eligibility for Membership.** Members of the Company shall be limited to the elected Managers of the Company plus three elected at-large members of the Advisory Board. In order to be eligible for election to one of the aforementioned positions, and thus for status as a Member, a person must be a Delegate in good standing, and must be affiliated with public schools in Tennessee.

3.2 **Voting Rights of Members.** Each Member shall be entitled to one vote at any meeting of the Advisory Board.

3.3 **Resignation and Termination.** Any Member may resign his/her membership by delivering a written notice of such resignation to the Executive Secretary. Resignation of an elected office, as described below will also operate as resignation of a person's membership. The membership of any Member will be terminated upon his/her removal from elected office following the procedures set out below.

ARTICLE IV DELEGATES

4.1 **Eligibility.** Delegates must be 1) the designated representatives of any public school system in Tennessee, which has paid annual district dues, and 2) in attendance at an official or special meeting, having paid all applicable Conference Dues.

4.2 **Conference Dues.** Individual Conference Dues for Delegates will be set annually by the Advisory Board.

4.3 **Voting Rights of Delegates.** Certain meetings of Delegates may involve votes of the Delegates as directed by the Advisory Board. At all such votes, each Delegate shall be entitled to one vote. Delegates must be present to vote.

4.4 **District Affiliation.** An unlimited number of individuals affiliated with a Constituent District may register for one or both yearly conferences with paid Conference Dues.

**ARTICLE V
CONSTITUENT DISTRICTS**

5.1 **Eligibility.** Eligibility for admission as a Constituent District shall be open to all public school districts in the State of Tennessee. Admission as a Constituent District shall be granted to districts for the period of one (1) year upon paid District Dues.

5.2 **District Dues.** District dues for Constituent Districts will be set annually by the Advisory Board.

5.3 **Delegate Representation.** Admitted Constituent Districts may designate an unlimited number of Delegates to attend one or more of the yearly conferences.

**ARTICLE VI
MEETINGS**

6.1 **Official Meetings.** Biannual official meetings of the Delegates shall take place in the fall and spring, the specific date, time, and location of which will be designated by the President, but shall generally be held in conjunction with the yearly conferences. At the spring official meeting, the Delegates shall elect Advisory Board members, receive reports on the activities of the organization, and determine the direction of the organization for the coming year.

6.2 **Special Meetings.** Special meetings may be called by the President, the President-Elect, or a simple majority of the Members. A petition signed by twenty-five percent of Delegates at a current conference or of Delegates who voted at the most recent conference may also call a special meeting.

6.3 **Telephonic Meetings.** A meeting may take place by telephone conference call or any other form of electronic communication through which the Delegates may simultaneously hear each other. Such meeting shall be deemed to be held at the principal executive office of the Company or at the place properly named in the notice calling the meeting.

6.4 **Notice of Meetings.** Notice of each meeting shall be given to each district, by email, not less than 48 hours prior to the meeting. Attendance by a Delegate at a meeting is a waiver of notice of such meeting.

6.5 **Quorum Requirements for Meetings.** ~~Fifty plus one~~ ~~The d~~ Delegates present at any properly announced meeting shall constitute a quorum for the transaction of business. Once a Delegate is represented at any meeting, such Delegate is deemed to be present for the remainder of that meeting and for any adjournment. A meeting may be adjourned, and notice of an adjourned meeting is not necessary if the date, time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken.

6.6 **Voting.** At any meeting of the Delegates at which a quorum is present, a majority of the Delegates present at the time the vote is taken is required to take action on a matter unless a vote of greater proportion is otherwise required by this Agreement, the Articles or the Act.

**ARTICLE VII
MANAGERS AND ADVISORY BOARD**

7.1 **Managers.** There shall be at least three managers of the Company, consisting of a President, President-Elect, and Executive Secretary. The managers shall be responsible for administering the day-to-day business of the Company as well as carrying out the overall policy and direction of the Company as guided by the Delegates and the Advisory Board. The Delegates, in their discretion, may appoint one or more additional managers as the business of the Company may require. All managers must be Delegates in good standing.

7.2 **Managers and Duties.** The *President* shall hold a one-year term and have responsibilities as follows:

- Serve on the Advisory Board;
- Convene Advisory Board meetings and meetings of the Delegates and set agendas for such meetings along with the Executive Secretary;
- Preside or arrange for other managers to preside at each meeting in the following order: President-Elect, Executive Secretary;
- Set all training and conference agendas;
- Solicit speakers for conferences, trainings, and other appropriate meetings;
- Appoint standing committees and other committees not otherwise provided for in this Operating Agreement;
- Appoint standing committees and other committees not otherwise provided for in this Operating Agreement;
- Appoint interim managers and Advisory Board members in the event of a vacancy;
- See that all provisions of this Operating Agreement are fulfilled by appropriate officers and committee chairs;
- Serve as a liaison to external agencies and individuals as necessary;
- Serve as an ex-officio member to any committees; and
- Fulfill the duties of President of the Company as required by the Act, including acting as agent for the Company.

The *President-Elect* shall hold a one-year term, upon which time he/she shall take the office of President. The President-Elect shall have responsibilities as follows:

- Serve on the Advisory Board;
- Preside in the absence of the President;
- Serve on and/or provide leadership for committees;
- Serve on the conference planning committee;
- Assume the office of the President if vacated; and
- Carry out such other duties as may be assigned by the President or the Delegates.

The *Executive Secretary* shall hold a ~~five~~one-year term and have responsibilities as follows:

- Serve on the Advisory Board;
- Be responsible for creating and maintaining records of the Company's actions, including overseeing the taking of minutes at all meetings of the Delegates or the Advisory Board;

- See that all notices are duly given in accordance with this Operating Agreement or as required by law;
- Distribute copies of minutes and the agenda to each Member;
- Be responsible for all correspondence of the Company;
- Maintain a record of Members, Delegates, and Constituent Districts;
- Pay all expenses authorized by the President and/or Advisory Board;
- Maintain an accurate and current record of all receipts and expenditures of the organization;
- Make reports at the Company's meetings and at other times as requested by the President;
- Submit books for an annual audit;
- Select a CPA to audit books;
- Properly audit all financial and business records before transferring them to an incoming Executive Secretary;
- File annual reports for the Company with the Tennessee Secretary of State; and
- Perform all duties incidental to the office of Executive Secretary.

7.3 **Expenses and Compensation.** The managers and Advisory Board members shall be reimbursed for their reasonable expenses directly related to official or special meetings. The Executive Secretary may be compensated ~~one thousand five hundred~~ (\$10500.00) as determined by a majority vote of the Advisory Board. The Executive Secretary will be reimbursed ~~an additional~~ total ~~of~~ one thousand dollars (\$1,000) per year if attending the annual AASPA conference. If the Executive Secretary is unable to attend the annual AASPA conference, reimbursement will be provided to current President. Such compensation and reimbursement may be reviewed on an annual basis.

7.4 **Advisory Board.** ~~Past Presidents shall serve on the Advisory Board for two years after they complete their term. At least one at large board member and no more than three at large members can be elected to. The managers and to three at large members~~ serve as the members of the Advisory Board. Except for the power to amend this Agreement or to elect Advisory Board members, the Advisory Board shall have all powers and authority of the Delegates in the intervals between meetings of the Company, and is subject to the direction and control of the Delegates. At Advisory Board meetings, four Board members shall constitute a quorum.

7.5 **At-Large Advisory Board Members.** There shall be three (3) at-large Advisory Board members. These individuals must be Delegates in good standing. The at-large Advisory Board members shall have responsibilities as follows:

- Provide information to the Company regarding the current status of pertinent local, state, and national issues and regulations;
- Serve as a voting member of the Advisory Board; and
- Provide advice to the managers and Delegates.

7.6 **Past President.** The immediate Past President shall serve on the Advisory Board in an ex-officio capacity, without any voting rights, for the term of one year following the end of his/her term as President. The Past President shall not be a Member of the Company. In the event that the Past President was involuntarily removed from office as President, he/she will not serve on the Advisory Board.

7.7 **Election of Advisory Board Members.** The Advisory Board members, including the managers of the company, shall be elected by the Delegates. The President-Elect, Executive Secretary, three (3) at-large Advisory Board members, and any other additional managers will be elected or re-elected by a simple majority of Delegates present at the spring official meeting. Absent an intervening removal or resignation from office, the President-Elect shall assume the office of President beginning one year following his/her election as President-Elect. Should the President-Elect not be willing or able to accept the office of President, a President shall be elected at the election meeting of the Delegates in accordance with the above procedure for election. All newly elected Advisory Board members shall assume their duties at the conclusion of the spring business meeting.

7.8 **Re-Election.** Managers and at-large Advisory Board members shall serve terms of one (1) year. The Executive Secretary and at-large Advisory Board members may be reelected to any position without limitation. The President may be elected to any office immediately following his/her term as President. The President-Elect shall not be eligible for election to any position immediately following his term as President-Elect, as he/she will then assume the office of President.

7.9 **Removal and Resignation.** Any Advisory Board member may resign at any time by delivering notice to the company. Such resignation is effective when such notice is delivered unless such notice specifies a later effective date. Any Advisory Board member, including managers, may be removed from office at any time, with cause, on the affirmative vote of a majority of the Advisory Board. Cause shall be defined as either a) not performing duties as assigned by this Operating Agreement, or b) excessive absence from Advisory Board meetings (less than 50% attendance).

7.10 **Vacancies.** Vacancies in Advisory Board positions, however occasioned, may be filled by election of the Delegates at any properly-noticed meeting. Prior to such a meeting, the President may appoint a replacement Advisory Board member on an interim basis, but not for any period of time extending past the next meeting of Delegates.

ARTICLE VIII COMMITTEES

8.1 **Committee Formation.** The President may create standing or ad hoc committees as needed. The President shall appoint all committee chairs.

ARTICLE IX INDEMNIFICATION

9.1 **Indemnification.** The Company shall indemnify all Responsible Persons (as that term is defined in the Act) to the fullest extent of and in accordance with the Act as now in effect or hereafter amended.

ARTICLE X FISCAL MATTERS

10.1 **Books and Records.** Full and accurate books and records of the Company shall be maintained at its principal executive office showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Company's business, operations and affairs. All Delegates shall have access at reasonable times to the books and records of the Company, during regular business hours, at the Company's principal executive office.

10.2 **Fiscal Year.** The fiscal year of the Company shall end on December 31 of each year.

10.3 **Bank Accounts.** All funds of the Company shall be deposited in its name at its principal financial institution, or at any other financial institutions approved by the Advisory Board.

10.4 **Tax Matters Member.** The Executive Secretary shall be the initial Tax Matters Member ("TMM") for the Company. All subsequent Executive Secretaries shall also be designated the TMM unless the Advisory Board directs otherwise. The TMM shall promptly give notice to all Members of any administrative or judicial proceeding pending before the Internal Revenue Service involving any Company item and the progress of any such proceeding. The TMM shall have all the powers provided to a tax matters partner under Sections 6221 through 6233 of Code, including the specific power to extend the statute of limitations with respect to any matter which is attributable to any Company item or affecting any item pending before the Internal Revenue Service and to select the forum to litigate any tax issue or liability arising from Company items. The TMM may resign such position by giving thirty (30) days written notice to all Advisory Board members, whereupon the Advisory Board shall promptly vote to designate a new TMM. The Advisory Board may, without cause, remove the TMM, whereupon the Advisory Board shall promptly vote to designate a new TMM. The TMM shall be entitled to reimbursement for any and all reasonable expenses incurred with respect to any administrative and/or judicial proceedings affecting the Company.

ARTICLE XI DISSOLUTION, WINDING UP, TERMINATION

11.1 **Events Causing Dissolution.** The occurrence of any event Listed in Section 48-245-101(a)(5)(A)-(K) of the Act (or any successor sections) shall not cause the dissolution of the Company. The Company shall be dissolved and its affairs wound up either upon the affirmative vote of two-thirds of the Delegates present at a properly-noticed meeting, or upon the unanimous consent of all Members.

11.2 **Winding Up Affairs Upon Dissolution.** Upon dissolution of the Company, the managers or the other persons required or permitted by law to carry out the winding up of the affairs shall arrange for the following steps to be taken.

- (a) **Notify Members.** The Company shall promptly notify all Members of such dissolution and proceed to wind up the affairs of the Company.
- (b) **File Necessary Documents.** The Company shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the Company.

- (c) **Pay Creditors.** The Company shall pay all outstanding liabilities and expenses of the Company.
- (d) **Establish Reserves.** The Company shall establish such reserves for unknown or contingent liabilities as are appropriate.
- (e) **Distribute Remaining Assets.** The Company shall distribute any remaining assets to an organization which has similar purposes and is a nonprofit organization under the appropriate governing law. The designated organization shall be endorsed by a majority vote of the Advisory Board.
- (f) **Termination.** The Members shall officially terminate the Company when its affairs have been wound up and the distribution of its assets have been completed.

**ARTICLE XII
GENERAL PROVISIONS**

12.1 **Notices.** All notices, consents, waivers, directions, requests, votes or other instruments or communications provided for under this Agreement shall, unless otherwise specified, be in writing, signed by the party giving the same, and shall be deemed properly given three (3) business days after mailing if sent by hand delivery or by United States mail, postage prepaid, addressed:

- (a) **To Company.** In the case of the Company, to the President. The initial address for such notices shall be:

Tennessee Association of School Personnel Administrators, LLC
c/o [Beth Stockwell](#)~~Mary Winchester~~
[Human Resources, Anderson County Schools](#)
[201 Drew Drive](#)~~101 S. Main Street, Suite 504A~~
[Pulaski](#)~~Clinton~~, TN [384787716](#)
beth.stockwell@mcstn.net~~mwinchester@acs.ac~~

- (b) **To Members.** In the case of any Member, to the mailing address or electronic mail address set forth on [Schedule A](#), or to such address as any party may specify in writing to the Company or to other parties.

12.2 **Parliamentary Authority.** All business meetings of Delegates and of the Advisory Board shall be governed by Robert's Rules of Order Revised, to the extent such rules are not inconsistent with this Operating Agreement and any special rules of order adopted by the Company.

12.3 **Integration.** This Agreement embodies the entire agreement and understanding among the Members and supersedes all prior agreements and understandings, if any, among and between the Members relating to the subject matter hereof.

12.4 **Applicable Law.** This Agreement and the rights of the Members shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

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12.5 **Severability.** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

12.6 **Binding Effect.** Except as herein otherwise provided to the contrary, this Agreement shall be binding upon, and inure to the benefit of, the Members and their respective heirs, executors, administrators, successors, transferees and assigns.

12.7 **Terminology.** As the context may require, all personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, and the singular shall include the plural, as appropriate. Titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Agreement itself.

12.8 **Amendment.** Any Delegate may propose changes to this Operating Agreement by sending the proposed changes to the President no later than sixty (60) days prior to a business meeting. The proposed changes shall be [e-mailed](#) [or mailed](#) to all Delegates if known or to all Constituent Districts four (4) weeks prior to the business meeting. The proposed changes must be approved by a two-thirds majority of the Delegates present at a properly noticed meeting.

CERTIFICATION

This Operating Agreement was approved at a meeting of the Members by a majority vote on the 2 day of [March](#) ~~November~~ 2020~~17~~.

Executive Secretary

Date