

1 to, any candidate for public office; or devote more than an insubstantial part of its
2 activities to attempting to influence legislation by propaganda or otherwise.

- 3 c. The organization shall work with the schools and community to provide
4 quality education for all children and youth and shall seek to participate in the
5 decision-making process establishing school policy, recognizing that the legal
6 responsibility to make decisions has been delegated by the people to boards of
7 education, state education authorities, and local education authorities.
- 8 d. The Tennessee PTA or any of its divisions may cooperate with other
9 organizations and agencies concerned with child welfare, but PTA/PTSA
10 representatives shall make no commitments that bind the group they represent.
- 11 e. No part of the net earnings of the organization shall inure to the benefit of, or
12 be distributable to its members, directors, trustees, officers, or other private
13 individuals except that the organization shall be authorized and empowered to pay
14 reasonable compensation for services rendered and to make payments and
15 distributions in furtherance of the purposes set forth in Article II hereof.
- 16 f. Notwithstanding any other provision of these articles, the organization shall
17 not carry on any other activities not permitted to be carried on (i) by an
18 organization exempt from federal income tax under Section 501(c)(3) of the
19 Internal Revenue Code or (ii) by an organization, contributions to which are
20 deductible under Section 170(c)(2) of the Internal Revenue Code.
- 21 g. Upon the dissolution of the organization, after paying or adequately providing
22 for the debts and obligations of the organization, the remaining assets shall be
23 returned to the Tennessee PTA.
- 24 h. The organization shall work to promote the health and welfare of children and
25 youth and shall seek to promote collaboration between parents, schools, and the
26 community.

27
28
29 **# ARTICLE IV: RELATIONSHIP WITH**
30 **TENNESSEE AND NATIONAL PTA**
31

32 **Section 1.** This local PTA shall be organized and chartered under the authority of the
33 Tennessee PTA in the area in which this local PTA functions in conformity with such
34 rules and regulations which are not in conflict with the Tennessee PTA Bylaws or the
35 National PTA Bylaws.

36
37 A local PTA in good standing is one that:

- 38 a. Adheres to the Purposes and basic policies of the PTA;
39 b. Remits the national and state portion of the dues to the Tennessee PTA by
40 March 1. To be eligible for any and all awards, a local unit membership
41 report, with the national and state portion of the dues, must be received in the
42 state office by December 1;
43 c. Has bylaws approved according to the procedures of the Tennessee PTA; and
44 d. Meets other criteria as may be prescribed by the Tennessee PTA.

45
46 **Section 2.** The articles of organization of Discovery School at Reeves-Rogers PTA
47 include (a) the bylaws of such organization, (b) the certificate of incorporation or articles
48 of incorporation of such organization (in cases in which the organization is a corporation)

1 or the articles of association by whatever name (in cases in which the organization exists
2 as an unincorporated association), and (c) local unit charter.

3
4 **Section 3.** Discovery School at Reeves-Rogers PTA shall adopt such bylaws for the
5 governance of the organization as may be approved by the Tennessee PTA. Such bylaws
6 shall not be in conflict with the Tennessee PTA Bylaws or the National PTA Bylaws.

7
8 **Section 4.** Bylaws of Discovery School at Reeves-Rogers PTA shall include an article
9 on amendments.

10
11 **Section 5.** Bylaws of Discovery School at Reeves-Rogers PTA shall include a provision
12 establishing a quorum.

13
14 **Section 6.** Each officer or board member of Discovery School at Reeves-Rogers PTA
15 shall be a member of Discovery School at Reeves-Rogers PTA.

16
17 **Section 7.** The bylaws of Discovery School at Reeves-Rogers PTA shall prohibit voting
18 by proxy (unless proxy voting is specified by applicable state law).

19
20 **Section 8.** A PTA member shall not serve as a voting member of Discovery School at
21 Reeves-Rogers PTA's board while serving as a paid employee of or under contract to
22 Discovery School at Reeves-Rogers PTA.

23
24 **Section 9.** Only members of Discovery School at Reeves-Rogers PTA who have paid
25 dues for the current membership year may participate in the business of this local PTA.

26
27 **Section 10.** The Discovery School at Reeves-Rogers PTA shall collect dues from its
28 members and shall remit a portion of such dues to the Tennessee PTA as provided in
29 Article V thereof.

30
31 **Section 11.** The Discovery School at Reeves-Rogers PTA shall keep such permanent
32 books of account and records as shall be sufficient to establish the items of gross income,
33 receipts, and disbursements of the local unit, including, specifically, the number of its
34 members, the dues collected from its members, and the amounts of dues remitted to the
35 Tennessee PTA. Such books of account and records shall at all reasonable times be open
36 to inspection by an authorized representative of the Tennessee PTA.

37
38 **Section 12.** The charter of Discovery School at Reeves-Rogers PTA shall be subject to
39 withdrawal and the status of such organization as a local PTA shall be subject to
40 termination, in the manner and under the circumstances provided in the bylaws of the
41 Tennessee PTA.

42
43 **Section 13.** The Discovery School at Reeves-Rogers PTA is obligated, upon withdrawal
44 of its charter by the Tennessee PTA:

- 45
46 a. To yield up and surrender all of its books and records and all of its assets and
47 property to the Tennessee PTA or to such agency as may be designated by the

1 Tennessee PTA or to another local PTA organized under the authority of the
2 Tennessee PTA;

- 3 b. To cease and desist from the further use of any name that implies or connotes
4 association with the Tennessee PTA or the National PTA; and
5 c. To carry out promptly, under the supervision and direction of the Tennessee
6 PTA, all proceedings necessary or desirable for the purpose of dissolving the
7 Discovery School at Reeves-Rogers PTA.
8

9 **Section 14.** The Discovery School at Reeves-Rogers PTA shall include in its bylaws
10 provisions corresponding to the provisions of state bylaws identified by the pound sign
11 (#).
12

13 **Section 15.** To organize a new PTA unit requires a minimum of eight (8) members; to
14 remain a unit in good standing requires a minimum of twenty (20) members.
15

16 **Section 16.** Each local PTA/PTSA shall adopt such bylaws for the governance as may be
17 approved by the Tennessee PTA Board of Managers or by a person or persons to whom
18 the work is delegated. The bylaws of each local unit shall be reviewed at least once every
19 five (5) years.
20

21 **Section 17.** A local PTA or PTSA may dissolve in the following manner.
22

- 23 a. A local unit executive committee considering recommending to its general
24 association a resolution to dissolve must afford the council president, region
25 director or state PTA representative an opportunity to speak to the executive
26 committee prior to its taking any action on such a proposal. If the executive
27 committee then votes to present to its general membership a motion to dissolve, it
28 must inform in writing the council president, region director, the state president
29 and its general membership at least thirty (30) days prior to the next general
30 membership meeting that the resolution to dissolve will be considered. No
31 meeting for the purpose of considering dissolution of a local PTA/PTSA unit shall
32 be held during the periods of time when school is closed for vacation or holidays.
33 The council must be afforded the opportunity to speak at that meeting to the
34 membership prior to action being taken by them on the proposed resolution to
35 dissolve.
36 b. Approval to dissolve requires a two-thirds vote by written ballot, a majority of
37 the membership being present. Only those members, who are in good standing on
38 the day the written notice of the proposal to dissolve is mailed, may vote.
39 c. Dissolution shall take effect immediately and shall not be postdated. The
40 provisions hereinafter outlined in Article IV, Section 13, shall take effect
41 immediately.
42 d. When a local PTA/PTSA has voted to dissolve in compliance with Article IV,
43 Section 17, and later wishes to resume activities, it is necessary to reorganize the
44 unit. The same procedure as the organization for a new unit would be followed.
45 e. A report shall be filed with the council president and the region director, or
46 the State Office detailing the compliance with the dissolution process.
47
48

1
2
3 **#ARTICLE V: MEMBERSHIP AND DUES**

4 **Section 1.** Every individual who is a member of this local PTA is, by virtue of that fact,
5 a member of the Tennessee PTA and of the National PTA by which Discovery School at
6 Reeves-Rogers PTA is chartered, and is entitled to all the benefits of such membership.

7 **Section 2.** Membership in Discovery School at Reeves-Rogers PTA shall be made
8 available by Discovery School at Reeves-Rogers PTA, without regard to race, color,
9 creed, or national origin, under such rules and regulations, not in conflict with the
10 provisions of the Tennessee PTA Bylaws or the National PTA Bylaws, as may be
11 prescribed in the bylaws of Discovery School at Reeves-Rogers PTA, to any individual
12 who subscribes to the Purposes and basic policies of the National PTA.

13
14 **Section 3.** The Discovery School at Reeves-Rogers PTA shall conduct an annual
15 enrollment of members but may admit individuals to membership at any time.

16
17 **Section 4.** Each member of Discovery School at Reeves-Rogers PTA shall pay such
18 annual dues to said organization as approved by a 2/3 vote of the voting body of the
19 general membership. The amount of such dues shall include the portion payable to the
20 Tennessee PTA – the “state portion” – and the portion payable to the National PTA – the
21 “national portion.”

22
23 **Section 5.** The Tennessee PTA portion of each member’s dues shall be recommended by
24 the Board of Managers and approved by a two-thirds (2/3) vote of the voting body at the
25 Annual Convention.

26
27 **Section 6.** The National PTA portion of each member’s dues shall be determined by a
28 two-thirds (2/3) vote of the voting body at the National PTA annual convention.

29
30 **Section 7.** The state and national portions of the dues paid by each member of Discovery
31 School at Reeves-Rogers PTA shall be set aside and remitted to the Tennessee PTA
32 through such channels and at such times as the state PTA bylaws may provide. The
33 Tennessee PTA shall pay the national portion of dues to the National PTA for all
34 members.

35
36 **Section 8.** Each local unit membership chairman shall maintain an accurate list of
37 members and shall furnish a copy to the local unit secretary. A copy of this list shall be
38 sent with each membership report.

39
40 **Section 9.** All memberships received during the fiscal year ending June 30 shall expire
41 no later than the following October 31.

42
43
44 **ARTICLE VI: OFFICERS AND THEIR ELECTION**

45
46 **Section 1.** The officers of Discovery School at Reeves-Rogers PTA shall be a President,
47 President-Elect, Vice-President(s), a Secretary, and a Treasurer.

1 **Section 2.** The slate of officers up for election shall be presented at the annual meeting
2 in the month of February, at which time nominations may be made from the floor. The
3 officers shall be elected by ballot in March and presented to the general membership in
4 April.

5
6 **Section 3.** The vote shall be conducted by ballot. When there is but one candidate for an
7 office, the ballot for that office may be dispensed with and election held by voice vote. A
8 majority vote shall elect. Written ballots shall be counted by three members selected at
9 the election meeting.

10
11 **Section 4.** The following provisions shall govern the qualifications and eligibility of
12 individuals to be officers of the Discovery School at Reeves-Rogers PTA.

- 13
14 # a. Each officer shall be a member of the Discovery School at Reeves-Rogers PTA.
15 b. No officer may be eligible to serve more than 2 consecutive terms in the same
16 office.
17 c. A person who has served in an office for more than one half of a full term shall be
18 deemed to have served a full term in such office.
19 d. The President-Elect's youngest child shall be in a grade no higher than the fourth
20 grade in order to assist with continuity of the Discovery School at Reeves-Rogers
21 PTA.

22
23 **Section 5.** Officers shall assume their official duties following the close of the meeting
24 in April and shall serve for a term of 1 year or until their successors are elected.

25
26 # **Section 6.** No person shall serve on the Board of Managers in more than one elected
27 capacity.

28
29 **Section 7 Vacancies**

30 A vacancy occurring in the office of President shall be filled for the remainder of the
31 unexpired term by the President-Elect and/or the Vice-President. A vacancy in any office
32 other than president shall be filled by the board of managers.

33
34
35 **ARTICLE VII: DUTIES OF OFFICERS**

36
37 **Section 1.** The President shall:

- 38
39 a. preside at all meetings of Discovery School at Reeves-Rogers PTA;
40 b. serve as an ex-officio member of all committees except the Nominating
41 Committee;
42 c. be a designated signator on checks or vouchers;
43 d. coordinate the work of the officers and committees of this local PTA in order
44 that the Purposes may be promoted.
45 e. perform such other duties as may be provided by these bylaws, standing rules,
46 parliamentary authority, or as directed by the board of managers, or the executive
47 committee.

1 **Section 2.** The President –Elect shall:
2

- 3 a. act as aide to the President
- 4 b. Perform the duties of the President in the President’s absence or inability to serve;
- 5 c. Assume the office of the President the next term, and
- 6 d. Perform such other duties as may be provided for by these bylaws, standing rules,
7 parliamentary authority, or as directed by the President, the Board of Managers, or
8 the Executive Committee.

9
10 **Section 3.** The Vice-President(s) shall:
11

- 12 a. act as aide(s) to the President;
- 13 b. in their designated order President-Elect, Vice President, perform the duties
14 of the President in the President’s absence or inability to serve; (If the local PTA
15 has an elected President Elect, this becomes their primary duty)
- 16 c. perform such other duties as may be provided for by these bylaws, standing
17 rules, parliamentary authority, or as directed by the President, the board of
18 managers, or the executive committee.

19
20 **Section 4.** The Secretary shall:
21

- 22 a. record the minutes of all meetings of the Discovery School at Reeves-Rogers
23 PTA;
- 24 b. be prepared to read the records of any previous meeting;
- 25 c. keep a permanent record and file all records;
- 26 d. have a current copy of the bylaws;
- 27 e. maintain a membership list;
- 28 f. perform other such duties as may be provided for by these bylaws, standing
29 rules, parliamentary authority, or as directed by the President, the board of
30 managers, or the executive committee.

31
32 **Section 5.** The Treasurer shall:
33

- 34 a. have custody of the funds of Discovery School at Reeves-Rogers PTA;
- 35 b. keep a full and accurate account of receipts and expenditures in the books
36 belonging to Discovery School at Reeves-Rogers PTA;
- 37 c. make disbursements as authorized by the President, board of managers, or
38 Discovery School at Reeves-Rogers PTA in accordance with the budget adopted
39 by Discovery School at Reeves-Rogers PTA;
- 40 d. have checks or vouchers signed by two bonded officers: the Treasurer, the
41 President, or one other designated officer;
- 42 e. present a financial statement at every meeting of Discovery School at Reeves-
43 Rogers PTA and at other times when requested by the board of managers;
- 44 f. make a full report at the meeting at which new officers officially assume their
45 duties (usually the annual meeting);
- 46 g. be responsible for the maintenance of such books of account and records as
47 conform to the requirements of Article IV, Section 11, of these bylaws;
- 48 h. present an annual report of the financial condition of the organization;

- 1 i. have the accounts examined annually or upon change of officer by an auditor
- 2 or an auditing committee of not less than three members, who, satisfied that the
- 3 Treasurer's annual report is correct, shall sign a statement of that fact at the end of
- 4 the report;
- 5 j. report the findings of the annual report to the board of managers;
- 6 k. perform such other duties as may be provided for by these bylaws, standing
- 7 rules, parliamentary authority, or as directed by the President, the board of
- 8 managers, or the executive committee.
- 9

10 **Section 6.** The Corresponding Secretary shall:

- 11
- 12 a. notify members of meetings;
- 13 b. make and distribute copies of minutes, Treasurer's report, and parent information.
- 14

15 **ARTICLE VIII: BOARD OF MANAGERS**

16

17 **Section 1.** The business of Discovery School at Reeves-Rogers PTA shall be conducted

18 by the board of managers in the intervals between local unit PTA general meetings.

19

20 **# Section 2.** Each board member shall be a member of Discovery School at Reeves-

21 Rogers PTA.

22

23 **Section 3.** The members of the board shall be:

- 24
- 25 a. the elected officers;
- 26 b. the chairmen of the standing and/or special committees, the principal or an
- 27 appointed representative, teacher representatives, student representatives, and the
- 28 immediate Past President; and
- 29 c. a Parliamentarian, appointed by the President and approved by the officers of
- 30 Discovery School at Reeves-Rogers PTA.
- 31

32 **# Section 4.** No person shall serve on the Board of Managers in more than one elected

33 capacity.

34

35 **Section 5.** Duties of the board shall be to:

- 36
- 37 a. carry out such business as may be referred to it by the membership of the
- 38 association;
- 39 b. create standing and special committees;
- 40 c. report at the regular general membership meetings of Discovery School at
- 41 Reeves-Rogers PTA;
- 42 d. select an Auditor or an Auditing Committee to audit the Treasurer's accounts;
- 43 e. prepare and submit an annual budget to Discovery School at Reeves-Rogers
- 44 PTA's general membership for adoption; and
- 45 f. approve payment of routine bills within the limits of the approved budget.
- 46

1 **Section 6.** If any member of the board of managers shall at any time cease to meet the
2 qualifications or fulfill the duties of the position, that person may be removed from the
3 board in the following manner:
4

- 5 a. A resolution adopted by the executive committee;
- 6 b. A ten (10) day notice issued to board member in question;
- 7 c. An opportunity for the member in question to address the board of managers
8 at the next regular meeting; and
- 9 d. Two-thirds (2/3) vote of the board of managers for removal.

10
11 **Section 7.** Regular meetings of the board shall be held with the date and time to be fixed
12 by the board at its first meeting of the year.
13

14 **Section 8.** Special meetings of the board may be called by the President or when
15 requested by 5 members upon 3 days written notice to each member of the Board.
16

17 **Section 9.** At all meetings of the Board, a majority of the members of the board shall
18 constitute a quorum for the transaction of business. (National PTA Bylaws Article IV –
19 Constituent Organizations Section 5)
20

21 **Section 10.** Upon the expiration of the term of office or when individuals cease to hold
22 the position that entitles them to be a member of the board all records, books, and other
23 materials pertaining to the position shall be turned over to the President and all funds
24 pertaining to the position shall be returned to the Treasurer within fourteen days.
25

26 **ARTICLE IX: EXECUTIVE COMMITTEE**

27
28
29 **Section 1.** The executive committee shall be composed of the elected officers, the
30 principal of the school, and the parliamentarian of the PTA.
31

32 **Section 2.** Special meetings of the executive committee may be called by the President
33 or upon written request of 5 members with 3 days notice given to each member of the
34 executive committee.
35

36 **Section 3.** A majority of the executive committee shall constitute a quorum for the
37 transaction of business.
38

39 **Section 4.** Duties of the executive committee shall be to:
40

- 41 a. transact business referred to it by the Board;
- 42 b. appoint standing committee chairmen and members;
- 43 c. approve the work of the committees;
- 44 d. act in emergencies between meetings of the Board; and
- 45 e. make a report at each board meeting.

46
47 **Section 5.** The executive committee shall take no action in conflict with any action taken
48 by the board of managers or the general membership.

1
2
3
4
5
6 **ARTICLE X: COMMITTEES**
7

8 **Section 1.** Only members of Discovery School at Reeves-Rogers PTA shall be eligible
9 to serve in any elected or appointed position.
10

11 **Section 2.** The standing committees of Discovery School at Reeves-Rogers PTA shall be
12 listed in the unit's standing rules.
13

14 **Section 3.** The board of managers may create such special committees as it may deem
15 necessary to promote the Purposes of PTA and carry on the work of Discovery School at
16 Reeves-Rogers PTA.
17

18 **Section 4.** The chairmen of standing/special committees shall be elected by the officers
19 of Discovery School at Reeves-Rogers PTA.
20

21 **Section 5.** The term of office of a committee chairman shall be 1 year or until the
22 selection of a successor.
23

24 **Section 6.** The chairman of each committee shall present a plan of work to the executive
25 committee or board of managers for approval. No committee work shall be undertaken
26 without the consent of the executive committee or board of managers.
27

28 **Section 7.** The President shall be a member ex-officio of all committees except the
29 Committee on Nominations and Leadership Development.
30
31
32

33 **#ARTICLE XI: COMMITTEE ON NOMINATIONS**
34 **AND LEADERSHIP DEVELOPMENT**
35

36 A Committee on Nominations and Leadership Development shall be elected at least two
37 months prior to the election of officers. The committee shall be composed of 5 members,
38 at least one of which shall be a member at large.
39

- 40 a. The committee shall elect its own chair.
41 b. The Committee shall nominate an eligible person for each office to be filled
42 and report its nominees at the regular general membership meeting in
43 February at which time additional nominations may be made from the floor.
44 c. Only those individuals who are current members of Discovery School at
45 Reeves-Rogers PTA and who have signified their consent to serve if elected
46 shall be nominated for office.
47 d. No member shall serve on the Committee in consecutive years.
48

1
2
3 **ARTICLE XII: GENERAL MEMBERSHIP AND MEETINGS**
4

5 **Section 1.** Regular meetings of Discovery School at Reeves-Rogers PTA shall be held at
6 least 4 times per year as provided by Discovery School at Reeves-Rogers PTA, the board
7 of managers, or the executive committee. 3 day's notice shall be given to the membership
8 of any change of date.
9

10 **Section 2.** Special meetings of Discovery School at Reeves-Rogers PTA may be called
11 by the President or by a majority of the board of managers, 3 days notice having been
12 given.
13

14 **Section 3.** The annual meeting shall be held in February.
15

16 **# Section 4.** 20 members shall constitute a quorum for the transaction of business in any
17 meeting of Discovery School at Reeves-Rogers PTA.
18
19

20 **ARTICLE XIII: COUNCIL MEMBERSHIP**
21

22 The Discovery School at Reeves-Rogers does not presently hold Council membership.
23
24

25 **ARTICLE XIV: TENNESSEE STATE PTA CONVENTION**
26

27 (The following section **must** correspond to the Tennessee State PTA bylaws, and is
28 provided as a guideline to local PTAs.)
29

30 **# Section 1.** Each local PTA unit is entitled to representation by:

- 31 a. the President or an elected alternate;
32 b. one delegate or alternate; and
33 c. in addition, each local unit in good standing is entitled to one delegate for
34 every 50 members or a major fraction thereof, as shown by the official
35 membership records.
36

37 **# Section 2.** No delegate is allowed to represent more than one local unit and must have
38 been a member of Discovery School at Reeves-Rogers PTA at least thirty (30) days prior
39 to the convention.
40

41 **Section 3.** Voting delegates and their alternates shall be chosen/elected in the month of
42 March in order to take advantage of pre-registration.
43
44

45 **# ARTICLE XV: FISCAL YEAR**
46

47 The fiscal year of the Discovery School at Reeves-Rogers PTA shall be July 1 through
48 June 30.

1
2
3 **# ARTICLE XVI: PARLIMENTARY AUTHORITY**
4

5 The rules contained in the current edition of *Robert's Rules of Order, Newly Revised* shall
6 govern the Discovery School at Reeves-Rogers PTA and in all cases in which they are
7 applicable and in which they are not in conflict with these bylaws, the Tennessee PTA
8 Bylaws, the National PTA Bylaws, or the articles of incorporation.
9

10
11
12
13
14 **ARTICLE XVII: AMENDMENTS**
15

16 **Section 1.** These bylaws may be amended at any regular general membership meeting of
17 Discovery School at Reeves-Rogers PTA by two-thirds (2/3) vote of the members present
18 and voting, provided that notice of the proposed amendment has been given at the
19 previous regular meeting and that the proposed amendment shall be subject to approval
20 of the Tennessee PTA.
21

22 **Section 2.** A committee may be appointed to submit a revised set of bylaws as a
23 substitute for the existing bylaws by a majority vote at a meeting of Discovery School at
24 Reeves-Rogers PTA, or by a two-thirds (2/3) vote of the board of managers. The
25 requirements for adoption of a revised set of bylaws shall be the same as in the case of an
26 amendment.
27

28 **Section 3.** Submission of amendments or revised bylaws for approval by the Tennessee
29 PTA shall be in accordance with the bylaws or regulations of the Tennessee PTA.
30

31 **# Section 4.** The adoption of an amendment to any provision of the bylaws of the
32 Tennessee PTA identified by a pound sign (#) shall serve automatically and without the
33 requirement of further action by the Discovery School at Reeves-Rogers PTA to amend
34 their corresponding bylaws.
35
36
37

38
39 _____
40 Date of Revision

Local Unit Bylaws Chairman

41
42 _____
43 Date of Approval

State Bylaws Chairman

1
2
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11
12

NAME OF LOCAL UNIT: _____

ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION

NUMBER: _____