



## Texas Association for the Education of Young Children

### Bylaws of the

### Texas Association for the Education of Young Children

#### Article I – Name

The name of this “Association” shall be the Texas Association for the Education of Young Children (TXAEYC) as an affiliate of the National Association for the Education of Young Children (NAEYC).

#### Article II – Incorporation

This Association is incorporated under the non-profit corporation laws of the State of Texas, pursuant to Articles of Incorporation duly executed March 8, 1967, as approved and filed by the Secretary of State for the State of Texas, on April 6, 1967, and evidenced by Certificate of Incorporation, Charter No. 233965, account No. 182986, office of the Secretary of State. The Articles of Incorporation shall be considered as the Constitution of this Association.

#### Article III – Purposes

The purpose of the Texas AEYC shall be charitable and educational and include, but not be limited to serving and acting on behalf of the needs, rights and well-being of all young children in Texas and their families, with special emphasis on developmental and educational services and resources and fostering the growth and development of the membership in their work with, and on behalf of, young children, ages birth through age eight (8).

#### Article IV – Membership

1. **Eligibility:** Membership shall be granted to all individuals upon payment of annual dues. Members shall be entitled to all rights and privileges of membership of this Association based on their membership level. The membership year shall be a period of twelve (12) months from the date that the application for membership is received with the payment of dues.
2. **Joint Membership:** TXAEYC members are either members of one or more of the following: NAEYC, Southern Early Childhood Association (SECA) or other dual affiliated Associations.
3. **Dues:** Membership dues are determined by two methods:
  - a. NAEYC establishes their dues and the amount received by TXAEYC;
  - b. Dues with other affiliate Associations (i.e., SECA) are determined in collaboration with TXAEYC.
4. **Membership Policies:** The Board, in alignment with NAEYC, SECA or other affiliate Associations, shall prescribe the membership policies of the Association.
5. **Annual Membership Meeting:**
  - a. An annual membership meeting of the Association shall be held at a location determined by the Board.

- b. The membership shall be informed of the date and place of meeting no later than four (4) weeks prior to the meeting.

**6. Quorum and Voting:**

- a. A quorum of members shall be necessary to transact business at the annual meeting.
- b. A quorum shall equal twenty-five percent (25%) of the total number of voting members

**Article V – Governing Body**

1. **Name.** The principle governing body of the Association shall be called the Board of Directors (“Board”).
2. **Powers and Duties:** The Board shall supervise, control, and direct the affairs of the Association, shall determine its policies or change therein with the limits of the bylaws, shall actively promote its purposes, and shall have discretion in the disbursement of its funds. It may adopt such rules and regulations for the conduct of its business as shall be deemed advisable, and may, in the execution of the powers granted, appoint such committees or agents as it may consider necessary.
3. **Composition:**
  - a. The Board shall consist of the following members (“-officers”): President(s), President-Elect(s) (when filled), Immediate Past President(s) (when filled), Vice President of Advocacy, Vice President of Program Services, Vice President of Membership, Vice President of Chapter Relations, Vice President of Media and Communications, Secretary, Treasurer, Dual Affiliate Representative, High Performing Inclusive Organization (HPIO) chair, and each chapter’s voting representation. The Texas AEYC Senior Staff Person(s) from the Central Office and the Parliamentarian shall also serve on the Board and the Executive Committee with voice and no vote. The size of the Board is subject to change at its discretion; however, the number shall not be less than seven (7). No person shall serve on the Board unless that person is a member of the Association.
  - b. Except for the initial year, Executive Committee shall be elected on a rotational basis to take office on June 1 of each year of their election for their term as designated in these Bylaws or until their successors are elected and qualified, unless she or he is earlier removed or resigns.
  - c. No Executive Committee member shall serve more than two consecutive terms in the same position. Chapter Representatives have no term limits.
4. **Board Meetings:**
  - a. There shall be at least three (3) meetings of the Board during the membership year. Special meetings of the Board may be called by written request of the President or at least five (5) Board members.
  - b. Notice of any meeting of the Board shall be deemed to be duly given to a Board member at least seven (7) days before the day on which such meeting is to be held, or if the meeting is to be held by telephone or other means of electronic communication, not later than two (2) days before the day on which such meeting is to be held. Each such notice shall state the time and place of the meeting and the purpose of the meeting.
5. **Quorum and Voting:**
  - a. A simple majority of the Board shall constitute a quorum for the transaction of business.

- b. Any action required to be taken at a meeting of the Board may be taken without a meeting, if proper notice of the proposed action is given in writing to all officers and thereafter consent in writing, approving the action is signed by all the directors entitled to vote on the subject.

**6. Resignation or Removal:**

- a. An officer may resign at any time. The resignation shall be made in writing and given to the Board President and shall take effect at the time specified therein. The Board President will provide written communication acknowledging the acceptance of a resignation and shall inform the Board.
- b. An officer may be removed for cause, as determined by the Board, by two-thirds (2/3) majority vote of the Governing Board.

**7. Board Vacancies:**

- a. Vacancies on the Executive Committee shall be filled by appointment by the President and approval of the Board. Each person chosen to fill a vacancy of the Board shall hold office until the next annual election of Board members, or, if so determined by the Board, until the expiration of the term of the vacant position.
- b. Should the office of President become vacant, the President-Elect shall fill the vacancy. Should the office of President become vacant and there is not yet a sitting President-Elect or in the event that that office simultaneously becomes vacant, the Vice President of Chapter Relations shall fill the vacancy.

**8. Executive Committee:** The Executive Committee shall be charged with carrying out the functions of the Board between meetings of the Board, and the actions of the Executive Committee shall be acts of the Board. The Executive Committee shall consist of the principal officers of the Association and the Texas AEYC Senior Staff Person(s). The Executive Committee shall meet at the call of the President(s), or at the written request of three

(3) members of the Executive Committee, in the interim between meetings of the Board to consider and act upon any business presented. Minutes of each meeting of the Executive Committee shall be made to the Board as soon as practicable after any meeting. A majority of the Executive Committee shall constitute a quorum. A vote of a majority of Executive Committee members present at a meeting at which a quorum is present shall be required for action by the Executive Committee.

**Article VI – Officers**

**Principal Officers. The principal officers and members of the Executive Committee of Texas AEYC shall be:**

- 1) President(s) (elected)
- 2) President-Elect(s) (when this position is occupied) or Immediate Past President(s) (when this position is occupied)
- 3) Vice-President of Chapter Relations (appointed by President)
- 4) Vice-President of Advocacy (elected)
- 5) Vice-President of Membership (elected)
- 6) Vice-President of Program and Services (elected)
- 7) Vice-President of Media and Communications (appointed by President)
- 8) Secretary (elected)
- 9) Treasurer (appointed by President)
- 10) Dual Affiliate Representative (appointed by President)
- 11) HPIO Chair (elected)
- 12) Parliamentarian (appointed by the President, non-voting)
- 13) Texas AEYC Senior Staff Person(s) of Association (Ex-officio)

1. **Election of Principal Officers: Term of Office.** The principal officers of the Association shall be elected by the members for the terms and in the rotation determined by the Board during annual elections. Specific terms and procedures of these elected officers are defined in the TXAEYC Policies and Procedures Manual.
2. **Duties:** The duties of the officers shall be such as are usually performed by these offices. Specific qualifications and duties are defined in the TXAEYC Policies and Procedure Manual.

## **Article VII – Nominations and Elections**

### **1. Nominating Committee Appointment:**

The Board shall select a Nominating Committee which consist of a chairperson and at least two (2) other persons. The committee shall be recommended by the President to the Governing Board and shall serve with the approval of the Governing Board.

### **2. The Committee Shall:**

- a. Establish the procedure necessary for the orderly conduct of the election consistent with these Bylaws and with the Governing Board approval such election to be accomplished by January 1;
- b. Prepare and distribute the nomination application two (2) weeks after Winter Board meeting. The nomination committee will determine the deadline date to receive the nomination applications and verify applicant's eligibility and qualifications.
- c. - Presented a slate of candidates for Board approval at Summer Board Meeting

### **3. Elections:**

- a. Notification to the Membership of the composition of the slate will be done no later than two (2) weeks prior to the date that the slate is presented for voting.
- b. Voting will open within two (2) weeks after Annual Conference and will remain open for thirty (30) days
- c. Certified candidates are listed alphabetically on the ballot by last name for each office with a space provided for write-ins.
- d. Ballots are delivered with instructions to each TXAEYC member. Voting by the membership may take place in person or by ballot voting.
- e. Ballots must state a due date.
- f. Ballots are collected, counted and certified by the Association's accounting firm.
- g. The accounting firm certifies the results of the election to the Governing Board.
- h. Candidates are notified of the election results.
- i. Ballots are retained until the Governing Board has approved the election results and the membership has been notified.
- j. Elections shall be determined by a plurality of the members voting.

## **Article VIII – Committees**

The President, with the approval of the Board, may create standing and special committees as are determined necessary to fulfill the purpose of the Association. Members of such committees need not be Officers. The powers, duties and qualifications for appointment to such committees are specified in the Texas AEYC Policies and Procedures Manual.

- a. **Committee Chair Vacancies:** Committee Chair vacancies shall be filled by appointment by the President and approval of the Board. Each person chosen to fill a vacancy of the Board shall hold office until the next annual election of Board members, or, if so determined by the Board, until the expiration of the term of the vacant position.

## **Article IX – Contracts, Checks, Deposits and Funds**

### **1. Contracts:**

- a. The Board may authorize any officer, TXAEYC Senior Staff person or agent to enter into and execute any contract in the name of and on behalf of the association and such authority may be general or confined to specific instances. However, priority should be given to the President as signee.
- b. Prior to contract signature, approval is required by the Board President.
- c. The Board will be notified of any contract at the following board meeting.

**2. Checks, Drafts, or Orders for Payment:** All checks, drafts, or orders for payment of money, notes, or other evidences or indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the President or any Vice President and countersigned by the Treasurer of the Association.

**3. Deposit:** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

**4. Gifts:** The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association. Similarly, the Board may reject any contribution, gift, bequest or devise which the Board determines is not in the best interest of the Corporation.

**5. Fiscal Agents:** This Association may designate such fiscal agents, investment advisors and custodians as the Board may select by resolution. The Board may at any time, with or without cause, discontinue the use of the services of any such fiscal agent, investment advisor or custodian.

## **ARTICLE X - MISCELLANEOUS**

1. **Books and Records.** The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices.
2. **Fiscal Year.** The fiscal year shall be from June 1 through May 31.
3. **Financial Reports.** Based on the financial records maintained in accordance with Article X.01, the Board shall annually prepare or approve a report of the financial activity of the Association for the preceding year. The report must conform to the accounting standards as promulgated by the American Institute of Certified Public Accountants and must include a statement of support, revenue, and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds.
4. **Maintenance of Financial Records and Reports.** All of the Associations' financial records, books, and annual reports shall be kept at its registered office or principal office in the State of Texas for at least three (3) years after the closing of each fiscal year.
5. **Tax Records and Returns.** The Board shall prepare and file all required federal and state tax returns, which includes the Internal Revenue Service ("IRS") Form 990 (or the future IRS Form adopted by the IRS in place of the

IRS Form 990). The Association shall maintain a copy of all returns filed with the IRS at its principal office and all regional or district offices with three (3) or more employees for a period of three (3) years, with such period beginning the last day prescribed for filing such returns (determined with regard to any extension for filing). The Association shall permanently maintain at its principal office and all regional and district offices with three (3) or more employees a copy of its IRS Form 1023 and all attachments thereto that were submitted to the IRS.

6. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the Texas Business Organization Code (TBOC) or under the provisions of the Certificate of Formation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice either before or after the occurrence of the event or transaction described therein, shall be deemed equivalent to the giving of the required notice.
7. **Power to Amend Bylaws.** These bylaws may be amended, repealed or altered, in whole or in part by providing a copy of any amendment proposal for consideration to the membership. Approval of the members by vote in accordance with the bylaws and policies and procedures of this association will be completed within 30 days of notification.
8. **Fiscal Restrictions.** The Association may not borrow money or otherwise incur indebtedness without the approval of a majority of the members of the Board.
9. **Parliamentary Authority:** The most current edition of *Robert's Rules of Order* shall be the parliamentary authority of the Association.

#### **ARTICLE XI --INDEMNIFICATION AND INSURANCE**

1. **Right to Indemnification.** Each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (a "Proceeding"), or any appeal of a Proceeding, or any inquiry or investigation that could lead to a Proceeding, by reason of the fact that he or she or a person of whom he or she is the legal representative, is or was an officer of the Association, or while an officer of the Association is or was serving at the request of the Association as an officer, partner, venture, member or manager, proprietor, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, limited liability company, sole proprietorship, trust, employee benefit plan or other enterprise, shall be indemnified by the Association to the fullest extent authorized by the TBOC, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Association to provide broader indemnification rights than said law permitted the Association to provide prior to such amendment) against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with a Proceeding, but if the Proceeding was brought by or in behalf of the Association, the indemnification is limited to reasonable expenses actually incurred or suffered by such person in connection therewith. Indemnification under these Bylaws shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. In no case, however, shall the Association indemnify any person, or the legal representatives of any person, with respect to any matters as to which such person shall be finally adjudged in any such Proceeding to be liable on the basis that personal benefit resulted from an action taken in such person's official capacity, or in which such person is found liable to the Association. Any person entitled to indemnification pursuant to this Article XI is sometimes referred to herein as an "Indemnified Person."
2. **Advance Payment.** An Indemnified Person's right to indemnification conferred in this Article XI shall include the right to be paid or reimbursed by the Association for the reasonable expenses incurred by an Indemnified Person who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final

disposition of the Proceeding; provided, however, that the payment of such expenses incurred by an Indemnified Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Association of a written affirmation by such Indemnified Person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under the Code and this Article XI and a written undertaking by or on behalf of such Indemnified Person to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Article XI or otherwise.

3. **Appearance as a Witness.** Notwithstanding any other provision of this Article XI, the Association may pay or reimburse expenses incurred by an Indemnified Person in connection with his or her appearance as a witness or other participation in a proceeding at a time when he or she is not a named defendant or respondent in the Proceeding.
4. **Non-exclusivity of Rights.** The right to indemnification and the advancement and payment of expenses conferred in this Article XI shall not be exclusive of any other right which an Indemnified Person may have or hereafter acquire under any law, agreement or vote of disinterested officers.
5. **Insurance.** The Corporation may purchase and maintain insurance, at its expense, to protect itself or any Indemnified Person against any expense, liability or loss under this Article XI, whether or not the Association would have the power to indemnify such person against such expense, liability or loss.
6. **Savings Clause.** If this Article XI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the fullest extent permitted by any applicable portion of this Article XI that shall not have been invalidated and to the fullest extent permitted by applicable law.

## **Article XII – Dissolution**

The TXAEOYC may be dissolved at a membership meeting called for the specific purpose by a majority vote of the Board. Upon dissolution of the Association, any remaining funds shall be distributed to one or more nonprofit Associations classified by the Internal Revenue Service as tax exempt under Section 501(c)(3) of the Internal Revenue Code.