

**TENNESSEE STATE COUNCIL  
On Educational Opportunity for Military Children  
BYLAWS**

**Article I**

**Council Purpose, Function and ~~Bylaws~~By-laws**

**Section 1. Purpose.**

Pursuant to the terms of the Interstate Compact on Educational Opportunity for Military Children, (the "Compact"), the Tennessee State Council on Educational Opportunity for Military Children (the "Council") is established to fulfill the objectives of the Compact, through a means of joint cooperative action among the Compacting States: to promote, develop and facilitate a uniform standard that eases the state-to-state transition of military personnel, their spouses and primarily their children as these children transfer from one state to another and from one school system to another as a direct result of the military parent's frequent reassignments.

**Section 2. Functions.**

In pursuit of the fundamental objectives set forth in the Compact, the Council shall, as necessary or required, exercise all of the powers and fulfill all of the duties delegated to it by the Compacting States. The Council's activities shall include, but are not limited to, the following: the promulgation of binding rules and operating procedures; equitable distribution of the costs, benefits and obligations of the Compact among the Compacting States; enforcement of commission rules, operating procedures and Bylaws; provision of dispute resolution; coordination of training and education; and the collection and dissemination of information concerning the activities of the Compact, as provided by the Compact, or as determined by the Council to be warranted by, and consistent with, the objectives and provisions of the Compact.

Section 3. ~~Bylaws.~~By-laws.

As required by the Compact, these ~~Bylaws~~ By-laws shall govern the management and operations of the Council. As adopted and subsequently amended, these ~~Bylaws~~ By-laws shall remain at all times subject to, and limited by, the terms of the Compact.

**Article II**

**Membership**

A. Each member state shall, through the creation of a state council or use of an existing body or board, provide for the coordination among its agencies of government, local education agencies and military installations concerning the state's participation in, and compliance with, this compact and interstate commission activities. While each member state may determine the membership of its own state council, its membership must include at least: the state superintendent of education, superintendent of a school district with a high concentration of military children, representative from a military installation, one (1) representative each from the legislative and executive branches of government,

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and other offices and stakeholder groups the state council deems appropriate. A member state that does not have a school district deemed to contain a high concentration of military children may appoint a superintendent from another school district to represent local education agencies on the state council.

B. The state council of each member state shall appoint or designate a military family education liaison to assist military families and the state in facilitating the implementation of this compact. C. The compact commissioner responsible for the administration and management of the state's participation in the compact shall be appointed by the governor or as otherwise determined by each member state. D. The compact commissioner and the military family education liaison designated herein shall be ex-officio members of the state council, unless either is already a full voting member of the state council.

### **Article III Officers**

#### **Section 1. Election and Succession.**

The officers of the Council shall include a chairperson, vice chairperson, and a secretary. The officers shall be duly appointed Council Members. Officers shall be elected annually by the Council at any meeting at which a quorum is present, and shall serve for one year or until their successors are elected by the Council. The officers so elected shall serve without compensation or remuneration.

#### **Section 2. Duties.**

The officers shall perform all duties of their respective offices as provided by the Compact and these ~~Bylaws~~By-laws. Such duties shall include, but are not limited to, the following:

- a. Chairperson. The chairperson shall call and preside at all meetings of the Commission and shall prepare agendas for such meetings.
- b. Vice Chairperson. The vice chairperson shall, in the absence or at the direction of the chairperson, perform any or all of the duties of the chairperson. In the event of a vacancy in the office of chairperson, the vice chairperson shall serve as acting chairperson until a new chairperson is elected by the Council.
- c. Secretary. The secretary shall keep minutes of all Council meetings and shall act as the custodian of all documents and records pertaining to the status of the Compact and the business of the Council.

### **Article V**

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### **Qualified Immunity, Defense, and Indemnification Commissioner to the Compact**

#### **Section 1. Immunity.**

The Commission, its Members, officers, executive director, and employees shall be immune from suit and liability, either personally or in their official capacity, for any claim for damage to or loss of property or personal injury or other civil liability caused or arising out of or relating to any actual or alleged act, error, or omission that occurred, or that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities; provided, that any such person shall not be protected from suit or liability, or both, for any damage, loss, injury, or liability caused by the intentional or willful and wanton misconduct of any such person.

#### **Section 2. Defense**

Subject to the provisions of the Compact and rules promulgated thereunder, the Commission shall defend the Commissioner of a Compacting State, his or her representatives or -employees, or the Commission, and its representatives or employees in any civil action seeking to impose liability against such person arising out of or relating to any actual or alleged act, error or omission that occurred within the scope of Commission employment, duties, or responsibilities or that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties or responsibilities; provided, that the actual or alleged act, error, or omission did not result from gross negligence or intentional wrongdoing on the part of such person.

#### **Section 3. Indemnification.**

The Commission shall indemnify and hold the Commissioner of a Compacting State, his or her representatives or employees, or the Commission, and its representatives or employees harmless in the amount of any settlement or judgment obtained against such person arising out of or relating to any actual or alleged act, error, or omission that occurred within the scope of Commission employment, duties, or responsibilities or that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities; provided, that the actual or alleged act, error, or omission did not result from gross negligence or intentional wrongdoing on the part of such person.

### **Article VI Meetings of the Commission**

#### **Section 1. Meetings and Notice.**

The Council shall meet at least once each calendar year at a time and place to be determined by the Council. Additional meetings may be scheduled at the discretion of the chairperson, and must be called upon the request of a majority of Council Members, as provided by the Compact. All Council Members shall be given written notice of Commission meetings at least thirty (30) days prior to their scheduled dates. Final agendas shall be provided to all Council Members no later than ten (10) days prior to any meeting of the Council. Thereafter, additional agenda items requiring

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Council action may not be added to the final agenda, except by an affirmative vote of a majority of the Members. All Council meetings shall be open to the public, except as set forth in Council Rules or as otherwise provided by the Compact. Prior public notice shall be provided in a manner consistent with the federal Government in Sunshine Act, 5 U.S.C. § 552b, including, but not limited to, the following: publication of notice of the meeting at least ten (10) days prior to the meeting in posting meeting notice on the Tennessee Board of Education Website, or an official newsletter regularly published by or on behalf of the Council and distribution to interested parties who have requested in writing to receive such notices. A meeting may be closed to the public where the Council determines by two-thirds (2/3rds) vote of its Members that there exists at least one of the conditions for closing a meeting, as provided by the Compact or Council Rules.

### **Section 2. Quorum.**

Council Members representing a majority of the Council Members shall constitute a quorum for the transaction of business, except as otherwise required in these [Bylaws](#).~~By-laws~~.

The presence of a quorum must be established before any vote of the Council can be taken.

### **Section 3. Voting.**

Each Council Member present is entitled to one vote. Members may participate in meetings by telephone or other means of telecommunication or electronic communication. Except as otherwise required by the Compact or these ~~Bylaws~~,[By-laws](#), any question submitted to a vote of the Commission shall be determined by a simple majority.

### **Section 4. Procedure.**

Matters of parliamentary procedure not covered by these [Bylaws](#) ~~By-laws~~ shall be governed by Robert's Rules of Order.

### **Section 5. Public Participation in Meetings.**

Upon prior written request to the Council, any person who desires to present a statement on a matter that is on the agenda shall be afforded an opportunity to present an oral statement to the Council at an open meeting. The chairperson may, depending on the circumstances, afford any person who desires to present a statement on a matter that is on the agenda an opportunity to be heard absent a prior written request to the Council. The chairperson may limit the time and manner of any such statements at any open meeting.

## **Article IX Withdrawal, Default, and Termination**

Compacting States may withdraw from the Compact only as provided by the Compact. The Commission may terminate a Compacting State as provided by the Compact.

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**Article X**

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### **Adoption and Amendment of ~~Bylaws~~By-laws**

Any ~~Bylaw~~ ~~By-law~~ may be adopted, amended or repealed by a majority vote of the Members, provided that written notice and the full text of the proposed action is provided to all Council Members at least thirty (30) days prior to the meeting at which the action is to be considered. Failing the required notice, a two-third (2/3rds) majority vote of the Members shall be required for such action.

### **Article XI Dissolution of the Compact**

The Compact shall dissolve effective upon the date of the withdrawal or the termination by default of a Compacting State which reduces Membership in the Compact to one Compacting State as provided by the Compact.

Upon dissolution of the Compact, the Compact becomes null and void and shall be of no further force or effect, and the business and affairs of the Commission shall be concluded in an orderly manner and according to applicable law. Each Compacting State in good standing at the time of the Compact's dissolution shall receive a pro rata distribution of surplus funds based upon a ratio, the numerator of which shall be the amount of its last paid annual assessment, and the denominator of which shall be the sum of the last paid annual assessments of all Compacting States in good standing at the time of the Compact's dissolution. A Compacting State is in good standing if it has paid its assessments timely.

These Bylaws were developed by the council members present during the first meeting of the council on Friday, April 27th, 2012.

Deanna McLaughlin, Chair  
Bobbi Lussier, Vice Chair  
Scott Eddins, Secretary  
Trina Gillam  
Many-Bears Grinder  
Michael Harris  
John Matthews III