

**BYLAWS of the  
HERITAGE ALLIANCE  
of Northeast Tennessee and Southwest Virginia  
(A Tennessee and Virginia Not For Profit Corporation)**

**ARTICLE 1 – NAME**

The name of the Corporation is the *“Heritage Alliance of Northeast Tennessee and Southwest Virginia”* (hereinafter sometimes referred to as the “Alliance” or the “Corporation”).

**ARTICLE 2 – OFFICES**

The principal office of the Alliance in the State of Tennessee shall be located at 212 E. Sabin Drive, Jonesborough, Tennessee 37659, or at such other place as shall be lawfully designated by the Board of Trustees, (hereinafter sometimes referred to as the “Board”). The Alliance may have such other offices either within or without the State of Tennessee, as the Board may designate or as the affairs of the Alliance may require from time to time.

**ARTICLE 3 – CORPORATE MISSION and PURPOSES**

The purposes of this Corporation shall be as provided in its Charter and Policies and shall be carried out through any and all lawful activities, including activities both directly and indirectly related to the stated purposes. In pursuing its purposes, the Corporation may make contributions to any other corporation, trust, fund or foundation whose purposes are charitable, scientific, literary, or educational, provided, that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the corporation’s charter or to any restriction which is imposed on corporations described in Section 501(c)(3) of the Internal Revenue Code and its Regulations or on any corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code as it now exists, or as it may hereinafter be amended (hereinafter the “Code”), for so long as such provisions are in effect.

The mission of the-Heritage Alliance of Northeast Tennessee and Southwest Virginia is to preserve, promote, and perpetuate the architectural, historical, and cultural heritage of Northeast Tennessee and Southwest Virginia.

**ARTICLE 4 – MEMBERSHIP**

**4.1 Classes of Members**

The Corporation shall have two classes of members. The designation of classes and the qualifications and rights of members of these classes shall be as follows:

#### **4.1.1 General Members**

General Members are deemed to be individuals, families, organizations, institutions, or corporations in good standing whose dues are paid. Each General Member shall be entitled to one vote on each matter submitted to a vote of the membership.

#### **4.1.2 Honorary Members**

Honorary Members are elected by the Board of Trustees based on merit as defined by the Board. An Honorary Member is elected by a simple majority vote of the Board of Trustees. Honorary Members may attend membership meetings but shall not be entitled to vote. Honorary Members are not required to pay dues.

#### **4.2 Registration of General Members**

The Corporation shall at all times maintain a current list of all members whose dues are paid and a current list of all honorary members.

#### **4.3 Transfer of Membership**

Membership in this Corporation is not transferable or assignable.

### **ARTICLE 5 – MEMBERSHIP MEETINGS**

#### **5.1 Annual Meetings**

An annual meeting of the members shall be held on a day in January of each year, at a time and date to be determined by the Board of Trustees, for the purpose of electing Trustees in accordance with Article 6.3, presenting reports of the Corporation, and transacting such other business as may be placed on the agenda by the Board.

#### **5.2 Special Meetings**

Special meetings of the members may be called by the President, a majority of the Board of Trustees, or not less than 10 percent of the members having voting rights.

#### **5.3 Place of Meeting**

The Board of Trustees may designate any place, either within or outside of the State of Tennessee, as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees.

#### **5.4 Notice of Membership Meeting**

Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally, by mail or by other means to each member entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the Trustees calling the meeting. In case of a special meeting, notice shall be given in accordance with Tennessee Code Annotated § 48-57-105, as amended. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid.



### **5.5 Voting**

Any voting member attending the meeting shall be entitled to one vote. Each member organization may designate one individual who shall be the only person entitled to vote for that organization. Any person attending a meeting in the capacity of an individual and also as the delegate of a member organization shall be entitled to one vote on behalf of the member organization and one vote on his/her own behalf as an individual.

### **5.6 Proxies**

At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his authorized attorney in fact. No proxy shall be valid for more than one annual or special meeting.

## **ARTICLE 6 – BOARD OF TRUSTEES**

### **6.1 General Powers**

The affairs of the Alliance shall be managed by a Board of Trustees. Trustees must be members of the Alliance but need not be residents of the State of Tennessee.

### **6.2 Number, Tenure and Qualifications**

The Board of Trustees of the Alliance shall consist of no fewer than nine (9) and no more than fifteen (15) members. All Trustees shall have equal and full voting rights and responsibilities as members of the Board. No elected member shall serve more than two (2) consecutive three-year terms as Trustees; however, a former elected member may be reelected after a one (1) year absence. Trustees shall hold office until the expiration of the term for which they are elected or until removed as provided in Article 6.4. Terms shall be staggered so that approximately one-third of the Trustees shall be elected or reelected.

### **6.3 Election**

Trustees shall be elected according to the following procedure:

#### **6.3.1 At-Large Trustees**

At-large Trustees shall be elected by the general membership of the Alliance at its annual meeting and may serve up to a maximum of two (2) three-year terms as provided in Article 6.2. A nominating committee shall be selected at least two months prior to the annual meeting. The nominating committee shall consist of the President or his or her designee and two (2) representatives from the general membership chosen by the Board. At least one (1) of the representatives chosen from the general membership shall not be a current member of the Board. The nominating committee will nominate candidates for those at-large positions whose terms are expiring. Additional nominations will be accepted from the general membership provided that the names of such nominees, together with written agreement of the nominee, are submitted to the President of the Board or the Executive Director no later than five days prior to the annual meeting.

### **6.3.2 Appointed Trustees**

The Mayor of every county or municipal government that appropriates funds, the amount of which to be established at the discretion of the Heritage Alliance Board of Trustees, for the financial support of the Heritage Alliance may appoint a maximum of one (1) Trustee to the Board. Each Trustee so appointed shall be limited in tenure to the years of financial appropriation from the respective government. Appointed Trustees shall comprise a maximum of a simple minority of the Board.

### **6.4 Removal or Resignation**

Any Trustee may be removed with or without cause at any time by the vote of three-fourths (3/4) of the then serving Trustees. Trustees may resign at any time on written notice to the President or Secretary.

### **6.5 Vacancy**

Vacancies on the Board created by the departure of an appointed Trustee will be filled by the Mayor of the appointing municipal or county government. The newly appointed Trustee will serve the remainder of the unexpired term of the departed Trustee.

Vacancies on the Board created by the departure of an elected Trustee will be filled at any regular or special meeting of the Board by a simple majority vote of all remaining Trustees. All Trustees selected by the Board to fill vacancies will serve until the next annual election of Trustees, at which time those selected by the Board may stand election for the remainder of the unexpired terms of the departing Trustees.

### **6.6 Compensation**

Trustees as such shall not receive compensation for their services.

### **6.7 Paid Staff Members**

Paid staff members shall not serve as Trustees.

## **ARTICLE 7 – MEETINGS OF THE BOARD OF TRUSTEES**

### **7.1 Annual and Regular Meetings**

The Board shall hold its annual meeting no later than one (1) month after the annual membership meeting. Such other regular meetings of the Board shall be held at such time and place as may be specified by the resolution of the Board.

### **7.2 Special Meetings**

Special meetings of the Board shall be held whenever called by an officer, or by three Trustees then in office. Special meetings of the Board of Trustees shall be held either within or without the State of Tennessee, as shall be stated in the notice of the meeting.

### **7.3 Electronic Meetings**

Electronic meetings of the Board shall be held whenever called by an officer then in office using email and following a format approved by the Board. Such Board business that requires an electronic meeting shall be conducted with transparency. Therefore, all



proceedings of such meetings will be sent electronically to the entire Board and the Executive Director. All electronic Board decisions are binding and will be so noted by the Board Secretary in the Minutes of the Board.

#### **7.4 Minutes**

Minutes of all Board meetings shall be recorded and maintained by the Secretary, or, in the absence of the Secretary, by an alternate designated by the President. Minutes of Board meetings shall be distributed to all Trustees no later than fourteen (14) calendar days after a meeting.

#### **7.5 Place of Meetings**

Meetings of the Board shall be held at the principal office of the Alliance or at any place that the Board may designate from time to time.

#### **7.6 Notice Requirements**

The Secretary or his or her designee shall give notice to each Trustee of each annual or special meeting by mailing the same at least ten (10) days before the meeting to his address as shown by the records of the Corporation or by emailing or telephoning the same not less than five (5) days before the meeting, which notice shall state the time, place and agenda of the meeting, and, in case of special meeting, the purpose or purposes thereof. Trustees shall be present at any meeting or shall waive notice before, at or after any meeting by writing or other means, any business may be transacted without previous notice. Attendance by a Trustee at a meeting shall not constitute waiver of notice of such meeting if a Trustee attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

#### **7.7 Quorum**

A quorum shall consist of a simple majority of the number of Trustees then in office. A quorum is required for the transaction of all business, and no business shall be considered by the Board at any meeting at which the required quorum is not present or not participating in the case of electronic meetings. The only motion which the President shall entertain where a quorum is not present is a motion to adjourn. In the case of electronic meetings, certification of participation by less than a quorum would render the meeting null and void. Every act or decision done or made by a majority of the Trustees present at or participating in a meeting duly held is the act of the Board, unless a vote of a greater number is required by law or by the Bylaws of the Corporation.

#### **7.8 Voting**

All official business shall be conducted by vote at all meetings. Each Trustee is entitled to one vote on each matter coming before the Board.

#### **7.9 Presumption of Assent**

A Trustee who is present at a meeting of the Board shall be presumed to have concurred in any action taken at the meeting, unless his or her dissent or abstention is recorded in

the minutes of the meeting. A Trustee who is absent from a meeting of the Board shall be presumed to have concurred in the action unless he or she shall deliver written dissent to the appropriate Secretary within six (6) calendar days of receipt of the minutes.

#### **7.10 Action by Written Consent**

Whenever the Board of Trustees is entitled or required to take any action by a vote pursuant to these Bylaws, such action may be taken without a meeting on written consent setting forth the action so taken, and signed by all Trustees entitled to vote thereon.

#### **7.11 Attendance**

Trustees shall attend all regular and special meetings of the Board. In the event a Trustee is unable to attend, notice shall be given to the President or Secretary prior to the meeting. If three consecutive meetings are missed without notice, the Trustee shall be subject to removal and replacement by the Board and an appropriate replacement identified.

#### **7.12 Conflicts of Interest**

Trustees shall disqualify themselves from participation in any Alliance transaction when they have a personal financial or business interest in the transaction. They shall not vote, participate in any discussion in the Board meeting or in any manner act on behalf of the Alliance in such a transaction, and their disqualification shall be noted in the Board minutes.

#### **7.13 Tax Considerations**

At all meetings of the Board of Trustees, the Executive Committee and any other committee of the Board, the Trustees shall consider the extent to which any proposed action by the Board will have an effect, adverse or beneficial, on the Alliance's status as a nonprofit, tax exempt corporation meeting the general requirements of Section 501(c)(3) of the Internal Revenue Code, as the same may hereinafter be amended. During such meetings the Board, the Executive Committee or any other committee of the Board will exercise due care to ensure that these provisions, as they currently exist or as they shall be amended hereafter, shall not be violated.

### **ARTICLE 8 – STAFF**

The Heritage Alliance shall have whatever full-time or part-time position as may be approved by the Board of Trustees. Full-time professional staff positions will be selected by a search committee comprised of the Executive Director, one or more Board Trustee(s), and any additional, professionally-related representative(s) that the Board and/or Executive Director may wish to involve. Staff members are encouraged to become members of the Alliance. Paid staff shall not serve as Trustees.



## **ARTICLE 9 – OFFICERS**

### **9.1 Title of Officers**

The Board of Trustees of the Alliance shall have a President, Vice-President, Secretary, Treasurer and such other officers and assistant officers as may be elected or appointed.

### **9.2 Election**

The Board at the annual organizational meeting shall elect all officers.

### **9.3 Term of Office**

The officers of the Alliance shall be elected annually. Officers do not have term limits except as defined for Trustees in Article 6.2. All officers shall be subject to removal at any time by the affirmative vote of a majority of all of the members of the Board with or without cause.

### **9.4 President**

The President shall preside at all membership meetings of the Alliance and of the Board of Trustees. The President shall perform duties as may be prescribed by these Bylaws or assigned by the Alliance or by the Board consistent with the Board's policies.

### **9.5 Vice-President**

In the President's absence, inability or refusal to serve, the Vice-President shall perform the duties of the President. The Vice-President shall perform other duties as these Bylaws, the Board of Trustees or the President may prescribe consistent with the policies of the Board.

### **9.6 Secretary**

The Secretary or his or her designee shall record the minutes of all membership meetings of the Alliance and of the Board and shall maintain the minutes of all meetings in books provided and kept for that purpose. In addition the Secretary or his or her designee shall attend to the giving and serving of all notices of the Corporation and shall in general perform all the duties incident to the office of Secretary. The Board shall have the authority to elect an Assistant Secretary if deemed necessary at the Board's discretion.

### **9.7 Treasurer**

The Treasurer shall have custody of all the funds of the Alliance and, in conjunction with the Alliance staff, shall keep a full and accurate account of receipts and expenditures consistent with the policies of the Board and shall present a financial statement at such times as are requested by the Board of Trustees and shall make a report at the annual meeting of the membership and the Board. The Treasurer, in conjunction with the Alliance staff, shall be responsible for the oversight of such books of account and records as consistent with the policies of the Board and requirements as established by local, state, or federal regulations. The Treasurer, in conjunction with the Alliance staff, shall have the accounts examined annually by an auditor appointed by the Board of Trustees. The Treasurer and the Alliance staff involved in bookkeeping shall be bonded as

provided in Article 10.10. The Board shall have the authority to appoint an Assistant Treasurer if deemed necessary at the Board's discretion.

#### **9.8 Vacancies**

All vacancies among the officers shall be filled by the Board of Trustees.

#### **9.9 Employment of Professionals**

The Board of Trustees and the Officers of the Board of Trustees are authorized to hire or employ outside professionals, full and/or part-time, for the purpose of assisting the Board in accomplishing the goals and purposes of the Alliance.

#### **9.10 Compensation**

The Board shall fix the compensation, if any, of outside professionals employed by the Corporation.

### **ARTICLE 10 – MANAGEMENT OF MONEY AND MONETARY ASSETS**

#### **10.1 Depositories**

All funds of the Alliance shall be deposited to its credit in such depository or depositories as the Board may designate, and for the purpose of such deposits, any person or persons to whom such power is delegated by resolution of the Board may endorse, assign, and deposit checks, drafts and other orders for the payment of funds payable to the order of the Alliance. All checks, drafts or other orders for the payment of money issued by the Alliance shall be signed by such person or persons as may from time to time be designated by the Board.

#### **10.2 Disbursements**

Disbursements from income or from the assets of the Corporation shall be consistent with the Charter of the Corporation, the Policies of the Board and these Bylaws. Disbursements shall be made according to procedures established by the Executive Director and approved by the Board of Trustees.

#### **10.3 Contributions**

Any contribution to the Alliance through any means whatsoever shall not be complete until accepted by the Alliance through action of the Board of Trustees, and the Board shall have full authority to reject or refuse to accept any contribution for any reason deemed adequate or sufficient to the Board including but not limited to the specification of a use of or a restriction on the use of any contribution.

#### **10.4 Restricted Gifts**

The Board of Trustees shall at all times be governed in the management of any funds or other property by any terms of restriction or direction which may be contained in any instrument under which the said property may be received or accepted by the Alliance. If at any time it shall appear to the Board that circumstances have so changed as to make unnecessary, undesirable, impractical or impossible compliance with the expressed desire



of a donor or testator, it may take such steps as it deems necessary to transfer any such funds to another organization or purpose that in its judgment will to the extent possible carry out the purposes of such donor or testator.

#### **10.5 Transfer of Assets**

Any fund or funds or assets of any kind or nature whatsoever which may be acquired by the Alliance from any source whatsoever may be transferred by the Board of Trustees to any financial institution as provided in Article 10.6.

#### **10.6 Agency Relationship**

The transfer of any asset of the Alliance made to any of such financial institutions shall vest legal title to any such asset in the said transferee institution, as agent of and custodian for the Alliance, for the sole purpose of management and investment subject to the approval of the Board. Any income thereon shall be income of the Alliance. The Board may enter into an agency agreement with each such financial institution, giving each of them such powers and duties pertaining to the assets so held by it as may be deemed proper and consistent with the purposes of the Alliance by the Board of Trustees, and agreed to by said institution.

#### **10.7 Authority**

The Board may authorize any officer or agent of the Alliance by resolution to enter into any contract or execute and deliver any instrument in the name of the Alliance, and no officer, agent, committee or employee shall have any power or authority to bind the Alliance by any contract or engagement, or to pledge its credit or to render it liable pecuniary for any amount, without such authorization.

#### **10.8 Loans**

No loan shall be contracted on behalf of the Corporation and no negotiable papers shall be issued in its name unless authorized by the vote of the Board of Trustees. When authorized by the Board so to do, any officer or agent of the Corporation may effect approved loans and advances at any time for the Corporation from any bank, trust company or other institution or from any firm, corporation or individual, and may make, execute and deliver promissory notes, bonds, or other certificates or evidence of indebtedness of the Corporation with respect thereto. Such authority shall be confined to specific instances. All bills, notes, checks, or other negotiable instruments of the Corporation shall be in the name of the Corporation and shall be signed by an officer of the Corporation or any other person duly authorized by the Board in such person's official representative capacity.

#### **10.9 Audits**

Upon affirmative vote of the Board of Trustees, the accounts of the Corporation will be audited annually by a reputable independent accountant, whose report shall be submitted to each member of the Board.

#### **10.10 Bonding of Trustees and Staff**

The Treasurer and the Alliance staff and Trustees charged with bookkeeping and the handling of financial transactions shall be bonded.

### **ARTICLE 11 – DUES**

#### **11.1 Annual Dues**

The Board of Trustees will determine the annual membership dues payable to the Alliance.

#### **11.2 Payment of Dues**

Dues shall be payable in advance for the upcoming year upon the first day of membership and thereafter on the anniversary of membership for each member.

#### **11.3 Default and Termination of Membership**

The membership of all dues-paying members shall expire if the dues are not paid 90 days after the dues become payable.

### **ARTICLE 12 -- WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the Tennessee Nonprofit Corporation Act or under the provisions of the Charter or the Bylaws of the Corporation, a waiver in writing signed by the persons entitled to the notice, whether before or after the time stated there, shall be deemed equivalent to the giving of notice.

### **ARTICLE 13 – MISCELLANEOUS**

#### **13.1 Seal**

The Alliance may have a corporate seal that may be altered at the pleasure of the Board; but the presence or absence of such seal on any instrument, or its addition thereto, shall not affect its character or validity or legal effect in any respect.

#### **13.2 Stock in Other Companies**

The President of the Alliance may vote, endorse for transfer or take any other action necessary with respect to shares of stock and securities issued by any other corporation and owned by the Alliance with the approval of the Board; and he/she may make, execute and deliver any proxy, waiver or consent with respect thereto.

#### **13.3 Indemnification of Trustees and Officers**

Any Trustee or officer, or his executor or administrator, shall be entitled to indemnification in accordance with the provisions of the Tennessee Nonprofit Corporation Act.



### 13.4 Fiscal Year

The fiscal year of the Corporation shall end on the 30th day of September in each calendar year or otherwise as the Board of Trustees may determine.

### 13.5 Liability

The Trustees of the Corporation shall not be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a Trustee, provided that the foregoing shall not limit the liability of a Trustee for: (a) any breach of duty of loyalty to the Corporation; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; (c) for unlawful distributions under Tennessee Code Annotated §48-58-304, as amended; or (d) any act or omission occurring prior to the date when these provisions become effective.

## ARTICLE 14 – AMENDMENTS

### 14.1 Bylaws

These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted, by the vote of three fourths (3/4) of the entire Board at any regular meeting or at any special meeting called for that purpose, provided, however, that notice of the proposed amendment, alteration or repeal shall be given to each Trustee at least ten (10) days prior to the date of the meeting at which the Bylaws are to be altered, amended or repealed, and provided, however, that no notice shall be required if all Trustees are present and all vote in favor of the amendment. The resulting bylaws may contain any provision for the regulation and management of the Alliance not inconsistent with law and the Charter. Any amendment of the Charter inconsistent with these Bylaws or parts of bylaws which merely summarize or restate the provisions of the Charter or the provisions of the Tennessee General Corporation Act or other law applicable to the Alliance shall be operative with respect to the Alliance only so far as they are descriptive of existing law and of the Charter as amended.

### 14.2 Charter

The Board of Trustees, by a vote of three-fourths of all Trustees entitled to vote at a properly noticed special meeting, shall have the power to make, alter, or amend the Charter of the Corporation at any regular or special meeting of the Board.

ACCEPTED AND APPROVED by the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary