

**Restated Bylaws of
The Minnetonka Family Services Collaborative (MFSC) – draft 2**

Article 1 – Name

Section 1. Name. The name of the organization shall be the Minnetonka Family Services Collaborative (“MFSC”).

Article 2 - Membership

Section 1. Members. Membership shall consist of Collaborative and Mandated Partners, who shall be voting members of the Collaborative Council, and non-voting Members of the MFSC Collaborative Council.

Section 2. Mandated Partners. Representatives from the following entities shall be Mandated Partners of the Collaborative Council:

- a) 2 representatives of Independent School District #276
- b) 1 representative from Hennepin County (Hennepin County shall determine who its representative will be, depending on particular agenda items)
- c) 1 representative from a Community Action Agency (CAPSH) or Head Start program operating within the Minnetonka School District
- d) 1 representative from a city or county-based public health agency operating within the Minnetonka school district

Section 3. Collaborative Partners. Collaborative partners shall be selected to make up as broad a representation as possible from the following entities or populations:

- a) The Cities that are wholly or partially within the Minnetonka School District
- b) Law enforcement/corrections
- c) Faith communities
- d) Business sector or Chamber of Commerce
- e) Parents/parent organizations
- f) Youth (under age 18)
- g) Youth or family serving organizations
- h) Mental and physical health providers
- i) Culturally-specific community organizations
- j) Community based civic groups
- k) Local charitable foundations
- l) Other appropriate representatives for collaboration on behalf of youth and families.

Section 4. Voting Members. The Collaborative Council voting membership shall consist of the following 8 members with the possible addition of up to 2 at-large members:

1. 2 representatives of the Independent School District #276;

2. 1 representative from Hennepin County (Hennepin County shall determine who its representative will be, depending on particular agenda items);
3. 1 representative from a Community Action Agency (CAPSH) or Head Start program operating within the Minnetonka School District;
4. 1 representative from a city or county based public health agency operating within the Minnetonka School District;
5. 1 representative from a city within the district;
6. 2 representatives from the social service/mental health provider community;
7. Up to 2 at-large representatives from the above collaborative partners list, with a preference for parent and law enforcement/corrections representation.

Section 5. Alternatives: Each voting members shall appoint an alternate within their stakeholder group to the Collaborative Council. Alternates will have full voting privileges in the absence of the designated member.

Section 6. Selection of voting members: The school district, The Cities, Hennepin County, CAPSH, the parents and providers shall each appoint their own representatives to the Collaborative Council. High ranking representatives from other entities shall be asked to participate through a nominations process determined by the Executive Committee. Nominees shall be of the highest organizational level possible, in order to preserve decision-making authority of the body.

Section 7. Terms of appointment: All terms are for one year in duration and renewable on September 1st, the start of the school year. Nominated and at-large representatives may be reappointed to consecutive terms based on the nominations process.

Section 8. Non-Voting Members: Any other individuals or representatives who are committed and responsive to the mission and core values of MFSC may attend MFSC Collaborative Council meets; however, they shall not be voting members of the Collaborative Council.

Section 9. Collaborative Coordinator(s): The Collaborative Coordinator(s) shall serve as an ex-officio member of the Collaborative Council, and shall not be a voting member.

Article 3 – Directors (The MFSC Council)

Section 1. Board Role and Size. The Collaborative Council is responsible for overall policy and direction of the MFSC; responsibility for day-to-day operations is delegated to the Collaborative Coordinator and committees. The Collaborative Council must approve the budget, and all expenditures must be within the budget. The Collaborative Council shall have up to 10 voting members, as provided in Article II.

Section 2. Meetings. The Collaborative Council shall meet as often as it needs to meet to accomplish the work outlined in its plan, at an agreed upon time and place.

Section 3. Collaborative Council Elections. Election of new members or election of current members to a second term will occur as the first item of business at the September meeting of the Collaborative Council. Members will be elected by a majority vote of the current members.

Section 4. Seating of Mandated Members. Representatives of Mandated Members shall be identified at the September meeting of the Collaborative Council. Such members are not elected, but are appointed by the entities they represent.

Section 5. Terms. All Collaborative Council members shall serve one-year renewable terms, and are eligible for re-election.

Section 6. Quorum. At least 51% of the voting members of the Collaborative Council must be present at the beginning of a meeting before business can be transacted or motions made or passed.

Section 7. Voting. Voting members are identified in Article II. Each representative shall have one (1) vote. Items that are voted upon shall pass by a simple majority.

Section 8. Written Action. An action required or permitted to be taken at a meeting of the Collaborative Council may be taken without a meeting by written action signed by a simple majority of the members entitled to vote on that action. The written action is effective when it has been signed by all of those Members, unless a different effective date is provided in the written action.

Section 9. Notice. An official Collaborative Council meeting requires that each Collaborative Council member have written notice at least five (5) days in advance.

Section 10. Vacancies. When a vacancy on the Collaborative Council exists, nominations for new members may be received from present Collaborative Council members by the Chair two weeks in advance of a Collaborative Council meeting. These nominations shall be sent out to Collaborative Council members with the regular Collaborative Council meeting announcement, to be voted upon at the next Collaborative Council meeting. These vacancies will be filled to the end of the particular Collaborative Council member's term.

Section 11. Resignation, Termination and Absences. Resignation from the Collaborative Council must be in writing and received by the Chair. A non-mandated member may be removed from the Collaborative Council for excess absences from the Collaborative Council if s/he has three unexcused absences from Collaborative Council meetings in a year, provided that the member and the entity that he/she represents is notified ten (10) days' prior to the meeting at which a vote for removal will take place. The entity will have the option to recommend a replacement for that member. A Collaborative Council member may be removed for other reasons by a two-thirds vote of the remaining Collaborative Council voting members.

Mandated Partners will be notified if the designated representative of that Partner has had three unexcused absences from Collaborative Council meetings, in order that the Mandated Partner may appoint another representative.

Article 4 - Meetings

Section 1. Meetings. The Council may determine and hold its meetings as it may. The meetings shall be held at any place within or without the State of Minnesota that the MFSC Council may designate. The MFSC Chair or a group of 3 MFSC Council voting members may call a special Council meeting.

Section 2. Notice. Notice of Council meetings shall be made by giving forty-eight (48) hours oral notice or seven days (7) days written notice to all voting members of the date, time, and place of the meeting. The notice need not state the purpose of the meeting, unless otherwise required by law or these Bylaws. Oral notice may be given by telephone or in person. Written notice may be given by mail, facsimile transmission, telegram, electronic mail, text or may be delivered to the address maintained for each representative in the records of the Council. If a meeting schedule is adopted by the Council, or if the date and time of the Board meeting has been announced at a previous Board meeting, no notice is required.

Section 3. Waiver of Notice. A voting member may waive notice of any meeting before, at, or after the meeting, in writing, orally, or by attendance. Attendance at a meeting by a voting member is a waiver of notice of that meeting unless the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting.

Section 4. Electronic Conference Meetings. A conference among voting members, or among members of any standing or ad hoc committee designated by the Council, by any means of communication through which the participants may simultaneously hear each other during the conference, constitutes a meeting of the Council or the committee, if the same notice is given of the conference as would be required for a meeting, and if the number of persons participating in the conference would be sufficient to constitute a quorum at the meeting. Participation in a meeting by such means constitutes personal presence at the meeting.

Section 5. Compensation. Voting and nonvoting members shall receive no compensation for their services as Council members, but may be reimbursed for reasonable expenses as documented in the annual approved work plan or budget. Nothing herein shall be construed to preclude any voting member from serving the MFSC in any other capacity and receiving proper compensation therefore.

Article 5 - Officers

Section 1. Officers and Duties. There shall be two officers of the Collaborative Council, consisting of a Chair and Vice Chair, or two co-chairs. Their terms are for 1-year, renewable upon voting member approval and the number of terms is left to the discretion of the Collaborative Council. Officers shall be elected each September by a majority vote of the Collaborative Council.

Section 2. Duties of the Chair. The Chair shall convene regularly scheduled Collaborative Council meetings, shall set the agendas for those meetings; and shall serve as the MFSC representative for the Alliance for Families and Children of Hennepin County. If the Chair is unable to preside over a Collaborative Council meeting, the Vice-Chair or other member of the Executive Committee shall preside.

Other responsibilities include the following:

1. Convene and facilitate meetings;
2. Sign documents as needed;
3. Communicate regularly with the MFSC Coordinator(s), and members of the MFSC Executive Committee;
4. Perform other duties deemed necessary by the Council.

Section 3. Duties of the Vice-Chair. The Vice-Chair will perform the responsibilities of the Chair in the Chair's absence.

Section 4. Removal of the Chair. The Chair may be removed by a majority vote of the Council whenever, in its judgment, the best interests of the Council would be served thereby.

Section 5. Resignation. The Chair may resign at any time by giving written notice to the MFSC. The resignation is effective without acceptance when notice is given to the MFSC, unless a later date is specified in the notice. The Council will then appoint the new chair.

Section 6. Other Officers. Any other officers appointed by the Council shall perform such duties and be responsible for such functions as the Council may prescribe.

Section 7. Delegation. Unless prohibited by a resolution by the Council, the Chair elected or appointed by the Board may delegate in writing some or all of the duties and powers of his or her office to other persons, and should include the length of time delegation is effective.

Article 6 - Collaborative Coordinator (s)

Section 1. The Collaborative Coordinator(s) shall perform the day-to-day operations of MFSC. The Collaborative Coordinator shall be an employee or contract employee of MFSC's fiscal agent, and shall work under the same employment practices, and shall receive employee benefits in accordance with, those governing or offered other similarly situated employees of the fiscal agent. Notwithstanding employment, the Collaborative Council shall be responsible for selection and termination of the Collaborative Coordinator.

Article 7 - Committees

Section 1. Executive Committee. The Executive Committee may be comprised of the Chair, Vice Chair, one or more Committee or Task Force Chairs, one or more representatives from the Mandated Partners, and the Collaborative Coordinator, who shall serve in an ex-officio capacity. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all of the powers and authority of the Collaborative Council, subject to the

direction and control of the Collaborative Council. If the Executive Committee makes a change to the budget, that change shall be reported and approved by the Collaborative Council at its next regularly scheduled meeting.

Section 2. Other Committees. The Council may also, from time to time, appoint such other committees as it may deem proper, and may prescribe the functions and membership of such other committees.

Article 8 - Finances

Section 1. Fiscal Year. The fiscal year shall be from July 1- June 31.

Section 2. Fiscal Agent. The Collaborative Council shall be responsible for the selection of a fiscal agent. The fiscal agent shall be required to sign an agreement with Hennepin County and shall be responsible for managing the financial affairs of MFSC in accordance with that agreement.

Section 3. Annual Reports. Annual reports shall be submitted to the Collaborative Council at its May meeting, showing income, expenditures and pending income. The financial records of the organization are public information and shall be made available to the membership, Collaborative Council members and the public.

Section 4. Budget. The Collaborative Council is responsible for approving the budget for MSFC.

Section 5. Execution of Instruments. The fiscal agent shall authorize all notes, checks, drafts, contracts and other instruments executed on behalf of the MFSC. The fiscal agent shall use generally accepted accounting and auditing principles.

Section 6. Dues, Contributions, Grants or Gifts. Any dues, contributions, grants, bequests or gifts made to the MFSC shall be accepted or collected only as authorized by the Council. The fund balances shall be under the direct control and administration of the Council. The members agree that once the fiscal agent distributes funds from the fund balances to any community partner, the community partner will administer those funds, but the funds will still be subject to the Council approved plan submitted by the community partner.

Section 7. Audit. The financial records of the MFSC will be part of the annual audit conducted by the fiscal agent. Additional audits may be performed, at the Council's expense as directed by the Council.

Article 9 – Indemnification and Standard of Conduct

Section 1. Indemnification. The MFSC shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by Minnesota Statutes, Section 317A.521, as now enacted or hereafter amended.

Section 2. Conflicts of Interest. The MFSC shall not enter into contracts or transactions between the MFSC or a related corporation and a voting or non-voting member of the Council or between the MFSC and an organization in which a voting/nonvoting member of the corporation is a director, officer, or legal representative or has a material financial interest, except in accordance with the provisions of Minnesota Statutes, Section 317A.255, as now enacted or hereafter amended.

Section 3. Standard of Conduct. Each voting and nonvoting member shall discharge his or her duties as a member of the Council in good faith, in a manner which the voting or nonvoting member reasonably believes to be in the best interests of the MFSC, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Article 10 – Public Access to Information

All books and records of the MFSC shall be open for inspection by any individual upon request to the Chair of the Council, provided that personnel records of the staff or contractors, confidential records on any individual, or other information subject to the regulations of the Minnesota Data Practices Act or other laws governing the release of private or confidential data, shall not be disclosed except in accordance with such laws. Books and records must be reviewed at the fiscal agent's office during normal business hours. Requests for reviews require ten (10) days' written notice and must be reviewed by the Chair and/or designee.

Article 11 - Amendments and Miscellaneous

Section 1. Amendments. These bylaws may be amended at any time and from time to time by the affirmative vote of a majority of the voting members; provided that written notice of the meeting and of the proposed amendment shall be given to each voting member not less than five (5) nor more than thirty (30) days before any meeting of the Council at which an amendment of the bylaws is to be adopted.

Section 2. Interagency Agreement. The MFSC Interagency Agreement, dated 7/1/06 – 12/31/13 contains the operating principals and guidelines under which these bylaws are established. All of the groups mentioned in Article II of these Bylaws hereby agree to abide by the Interagency Agreement.

-End of Bylaws-

The undersigned, Margaret Rookey, MFSC Council Co-Chair hereby certifies that the foregoing Bylaws were adopted as the complete Bylaws of the MFSC Council on January 18, 2013.

_____, Chair