

# **Family & Friends Association for Magnolia Community Services Bylaws**

## **ARTICLE I. NAME AND AFFILIATION**

The official name of the organization is Family & Friends Association for Magnolia Community Services (the "Association"). The Association is affiliated with Magnolia Community Services ("Magnolia") and adheres to Magnolia's philosophy, mission, vision, and values of organization.

## **ARTICLE II. PURPOSE**

### **Section 1. Nonprofit Purpose**

The Association is organized and operated exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or any amendments thereto.

### **Section 2. Specific Purpose**

The primary goals of the Association shall be:

- a.) to encourage family and friends to participate in the activities and events occurring at Magnolia;
- b.) to provide speakers on relevant topics;
- c.) to encourage socialization between the Association's members;
- d.) to provide additional activities for residential and day program clients;
- e.) to ensure the health, welfare, and safety of all Magnolia's clients and staff; and
- f.) to show our appreciation to the Magnolia staff for their daily care of the clients.

Notwithstanding any other provision of these bylaws, the Association shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 or any amendments thereto; or by an organization whose contributions are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 or any amendments thereto.

### **Section 3. Means**

All the Association's members will be encouraged to volunteer for services and programs at Magnolia, (*i.e.*, Day Program, Administrative Office Support, Development, Campus and Residential Beautification), as well as the Association's programs.

### **Section 4. Resources**

To facilitate its goals, the Association shall endeavor to have fund raising events, to have membership drives, and to collect donations from members and the community at large.

## **ARTICLE III. MEMBERSHIP**

### **Section 1. Membership**

Membership in the Association is open to any Magnolia clients' family, guardians, curators, friends, or any other person interested in advancing the potential of individuals in the developmentally disabled

community. New members are encouraged to complete a membership application form. Membership shall not be denied or abridged based on sex, race, age, color, religion, national origins, disabilities, or any other artificial barrier.

## **Section 2. Annual Dues**

The Association shall operate on a calendar year - January 1<sup>st</sup> through December 31<sup>st</sup>. Members are asked to pay their annual dues on or before January 1 of each year for the forthcoming calendar year. The amount of their annual dues shall be \$25 per family, or individual (if only one), unless changed by a majority vote of the Executive Committee.

## **Section 3. Rights of Members**

Payment of annual dues shall entitle the family or individual to full membership rights. Full membership entitles a member to full privileges of the Association, *i.e.*, voting (one membership/one vote), election to an office, committee membership, etc.

# **ARTICLE IV. MEETINGS OF MEMBERS**

## **Section 1. General Meetings**

General meetings are held quarterly on the second Tuesday of January, April, July and October. The exact time, place, location, and other details will be sent by email to all members and all Magnolia residential program, day program and SIL program (family, guardians or curators) at least seven calendar days prior to the meeting. Meetings are open to members and the general public. The order of business will be as follows: (1) a report by the Executive Committee of business conducted during the quarter and plans for future business; (2) a report from the Executive Director of Magnolia; (3) at the President's discretion there will be any or all of the following: a guest speaker, elections, questions, or concerns of the meeting attendees, etc.; and (4) a social period will precede and follow the business meeting. The President may choose to change the order of business, at his/her discretion.

## **Section 2. Annual Meetings**

The July meeting shall include election of officers and encouraging volunteers for committee positions. The election process will include an opportunity for nominations from the floor for all positions being elected and committee positions. The new officers and committee members will assume their official duties two weeks (14 calendar days) following the election. The previous Executive Committee will provide all files and records (President's files, financial materials, Executive Committee minutes and general meeting minutes, etc.), all assets (food items, serving items, etc.), keys, etc., to the incoming President before the new officers assume their official duties.

## **Section 5. Quorum**

A quorum for a meeting of the members shall consist of at least twenty percent (20%) of the active membership.

## **Section 6. Voting**

A successful vote on any matter must be supported by a simple majority of those active members who are present.

# **ARTICLE V. ORGANIZATION**

## **Section 1. Executive Committee**

The Executive Committee shall consist of the four elected officers (President, Vice President, Secretary and Treasurer) and the Immediate Past President. The Executive Committee, physically meeting with a minimum of three members constituting a quorum and under the direction of either the President or the

Vice President, are empowered to make decisions on any matter. A simple majority of those present is necessary to confirm a decision or action.

The Executive Committee will meet quarterly or at the call of the President to manage the routine and emergency affairs of the Association.

The President can decide that a matter needs action before the next Executive Committee meeting. He or she can send an email to all Executive Committee members proposing such action and requesting their approval. If three or more Executive Committee members agree to the email proposal by return email, the President can authorize the action. The email decision on the action must be approved at the next Executive Committee meeting with the number and disposition of all email votes recorded in the minutes of the meeting.

The Executive Committee will establish Committees as needed and announce these committees by way of the membership meeting and emails. Committees shall serve at the discretion of the Executive Committee and may be replaced or dismissed at any time. Committees will be represented by one member of the Committee at Executive Committee meetings and will report on the progress of the Committee. Committee members do not have voting rights at these meetings.

The term of office for the four elected officer positions will be for one year. The incumbent may be reelected for only one more consecutive year in that office. The Immediate Past President will serve for one year or until replaced by an outgoing President.

By way of written minutes, either electronic or physical, the Executive Committee will keep the general membership apprised of the business conducted and decisions made at each quarterly Executive Committee meeting. Individuals may be welcomed to attend the Executive Committee meeting and to interact with the Executive Committee at the discretion of the President.

No proxy or absentee voting of any kind will be condoned by the Executive Committee in their deliberations or at general membership meetings. The electronic votes as allowed above will not be considered as absentee votes.

## **ARTICLE VI. NOMINATIONS AND ELECTIONS**

### **Section 1. Nominations**

The Executive Committee will assure that a Nominations Committee/Advisory Committee is operational at all times and has been charged with the duties of discovering and developing new leadership potential for the Association.

Whenever a vacancy occurs within the present officer positions, the Nominations Committee should submit recommendations for the filling of the vacant position. The sitting officers must consider these recommendations but are not bound to select from among these candidates. The Executive Committee selects a replacement and installs that person into the vacant position until the effective date of the next election.

At the April meeting (meeting prior to the July meeting), the Nominations Committee will announce the July elections and solicit candidates for all positions.

All elections will be by written, secret ballot and be counted by three or more neutral persons. No proxy or absentee voting of any kind in the election process will be condoned by the Executive Committee. The results of the election will be announced immediately but will typically not be effective until two weeks (fourteen calendar days) after the election. If only one person is nominated, an oral vote will suffice.

## **ARTICLE VII. DUTIES OF KEY OFFICE HOLDERS**

### **President:**

- schedules and presides at all Executive Committee meetings and the general meetings;

- selects guest speakers;
- sets the agenda for all meetings;
- assures the efficiency of all operations and the accountability of all funds and assets;
- oversees the actions and activities of the other officers and committees;
- appoints special committees as deemed necessary; and
- serves as an effective link between the individual Association members and the Magnolia administration.

**Vice President:**

- assumes any or all of the duties of the President upon request;
- assists the President at all times;
- provides support and assistance to the Secretary and the Treasurer when needed; and
- carries out those special duties assigned by the President.

**Secretary:**

- records, maintains, and archives all proceedings at the Executive Committee meetings and general meetings of the Association;
- sends summarized notes to all Executive Committee members;
- receives and maintains all incoming correspondence; informs Executive Committee of incoming correspondence; and prepares all outgoing correspondence for the approval and/or signature of the President; and
- substitutes for the Treasurer when necessary.

**Treasurer:**

- develops, maintains, and archives all fiscal records and resources of the Association;
- prepares a fiscal report for each meeting of the Executive Committee or general membership meeting;
- authorized to open a bank account for the Association and sign on the account;
- collects dues and pays bills; and
- secures gift cards as required

**Immediate Past President:**

- assists the President in any way possible;
- serves as an advisor to the Executive Committee on past successes and issues; and
- administers any other special projects as might be assigned by the President.

**ARTICLE VIII. AMENDMENT OF BYLAWS**

Proposed amendments to these bylaws must be submitted in writing to the President. If felt appropriate by a majority of the Executive Committee, or if presented in writing with the signatures of 10% of the active membership, the proposed amendments shall be made known to all members at least two weeks prior to the general meeting at which they will be considered. Adoption of any change to the bylaws requires the physical presence of 25% of the active membership with those voting in favor of the amendment(s) constituting two-thirds of those voting.

## **ARTICLE IX. PARLIAMENTARY PROCEDURE**

All meeting and deliberations will be conducted using the latest version and knowledge of Robert's Rules of Order (Newly Revised, 11<sup>th</sup> Edition). Whenever a conflict with these bylaws arises, the bylaws will have precedence. In all cases, decisions regarding proper protocol will favor the expedition of business, the rights of the individual to speak, common courtesy, and fair play.

## **ARTICLE X. DISSOLUTION**

In the event of dissolution of the Association, after paying or adequately providing for the debts and obligations of the Association, the remaining assets shall be distributed to Magnolia.

## **ARTICLE XI. – CONFLICT OF INTEREST AND COMPENSATION**

### **Section 1: Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt association's (the Association's) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Association or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations/associations.

### **Section 2: Definitions**

Interested Person:

Any principal officer, or member of a committee with governing delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest:

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

An ownership or investment interest in any entity with which the Association has a transaction or arrangement,

A compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement, or

A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

### **Section 3. Procedures**

An interested person may make a presentation at the Executive Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

After exercising due diligence, the Executive Committee shall determine whether the Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Executive Committee shall determine by a majority vote of the disinterested Officers whether the transaction or arrangement is

in the Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

## **ARTICLE XII. – INDEMNIFICATION**

### **Section 1. General**

To the full extent authorized under the laws of Louisiana, the Association shall indemnify any member, officer, or agent, or former member, officer, or agent of the Association, (each of the foregoing members, officers, agents, and persons is referred to in this Article individually as an "indemnatee"), against expenses actually and necessarily incurred by such indemnatee in connection with the defense of any action, suit, or proceeding in which that indemnatee is made a party by reason of being or having been such member, officer, or agent, except in relation to matters as to which that indemnatee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnatee may be entitled under any bylaw, agreement, resolution of the Executive Committee or otherwise.

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**Adopted:** at the Executive Committee Meeting on August 7, 2018.