
REGULATIONS OF SMITH FAMILY CONSORTIUM

ARTICLE 1: PRINCIPAL OFFICE

The principal office of the Consortium for the transaction of its business is located at 1234 Main Street, Cleveland, Ohio. The Consortium may have such other offices as may from time to time be designated by its members.

ARTICLE 2: DEFINITIONS

2.1 **Consortium Member.** A Consortium Member ("Member") is an individual who is a relative or legal representative of one of the Residents of the Home and who has signed this document or who later joins the Consortium subject to Paragraph 7.2. Each Resident shall have a maximum of two representatives who are Consortium Members at any given time.

2.2 **Community Representative.** A staff member from the service provider, initially Happy Provider Agency (HPA), will be a nonvoting member except in matters subjected to mediation as provided under Paragraphs 3.2 and 4.7.

2.3 **Family.** A Family consists of the representatives of one Resident who are Consortium Members; there shall be a maximum of four Families at any time. Each Family shall have one vote on all matters.

2.4 **Home.** The residence owned by John Smith.

2.5 **Resident.** A Resident is a disabled individual living in the Home.

2.6 **We Are Family Consortium.** The We Are Family Consortium, referred to as the "Consortium" and organized as a nonprofit association, is composed of the representatives of the disabled individuals who will be residing in the property ("Home") owned by John Smith and who are Consortium Members as defined in Paragraph 2.1.

ARTICLE 3: GOVERNING BODY

3.1 **Management of the Home.** The Consortium shall manage the operation of the Home through its members. The elected officers shall serve as the Consortium's Board of Directors. Any official act by the officers on behalf of the Consortium shall be considered an action of the Board of Directors.

3.2 **Voting.** Each Family shall have one vote in all matters before the Consortium unless otherwise provided for in these regulations. The Community Representative shall have voting privileges only on resolutions resulting from mediation of a disputed matter under Paragraph 4.7.

3.3 Management of Property. The Consortium may own personal property and manage such property under the direction of its officers. The Consortium shall lease the residence owned by John Smith.

3.4 Signature on Contracts and Formal Documents. Contracts and formal documents shall be signed by two officers of the Consortium. Contracts shall be signed by the President and the Treasurer, or by the Secretary in case of absence or disability of either the President or Treasurer.

ARTICLE 4: MEETINGS

4.1 Regular Meetings. Regular meetings of the Consortium shall be held at least quarterly. At the first meeting of his/her term, the President shall present a schedule of regular meetings for the remainder of the President's term for approval by the Consortium.

4.2 Attendance at Meetings. All Members may attend and participate in Consortium meetings. At least one Consortium Member of each Resident must attend each meeting. Participation of a Consortium member by fax/telephone shall be considered attendance for the purposes of a quorum. Others who may attend regular meetings include parents, Residents, staff, social workers, Cuyahoga County Board of Developmental Disabilities (CCBDD) case workers, the HPA (or other service provider) representative and workshop/school staff as necessary.

4.3 Special Meetings. The President may call a special meeting of the Consortium at any time. A special meeting must be called on the written request of fifty per cent (50%) of the Families. At least ten (10) days notice by mail or telephone of such meeting must be given to all Members. The notice must state the subject of the meeting.

4.4 Quorum. Attendance by a minimum of one Consortium Member from each Family shall constitute a quorum at meetings of the Consortium.

4.5 Voting.

4.5.1 Routine matters before Consortium. Matters proposed to the Consortium concerning the routine affairs of the Consortium can be adopted by an affirmative vote of a majority of the Families. Routine matters are those which involve the day-to-day management of the home or expenses that occur on a routine basis.

4.5.2 Non-routine Matters. Matters proposed to the Consortium that are outside its ordinary business but do not constitute an emergency require an affirmative vote of all Families unless otherwise specified in these regulations. Non-routine matters which require unanimous vote include the following:

- a. amendments to these Regulations,
- b. mid-term election of officers provided for in Paragraph 5.1.4,
- c. any single expenditure in excess of \$2,000,
- d. selection of a residential service provider,
- e. selection of a new Resident under Paragraph 7.5,
- f. selection of a legal representative for the Consortium,
- g. selection of an accountant for the Consortium, and
- h. other proposals which, if adopted, would result in changed practices or procedures or a change in a service provider.

4.5.3 **Manner of Voting.** A member participating in a meeting by telephone conference may cast the Family's vote by fax or telephone during the course of that meeting.

4.6 **Order of Business.** At meetings of the Consortium, the following shall be the order of business:

- (1) Roll call.
- (2) Minutes of preceding meeting and action thereon.
- (3) Reports of officers and committees.
- (4) Presentation of budget and election of officers
- (5) Unfinished business.
- (6) New business.

4.7 **Conflict Resolution.** Any differences which the Consortium Members cannot resolve will be submitted to mediation by the Community Representative (or other staff member designated by the service provider); any recommendations from mediation must be adopted by an affirmative unanimous vote. The Community Representative will have one vote on matters falling under this paragraph.

ARTICLE 5: OFFICERS

5.1 **Designation of Officers.** The officers of the Consortium shall be the President, Treasurer, and Secretary. Each officer shall be elected annually for a one year term from among the Members at a full meeting of all Members, and shall hold office until their successors have been elected, or until the resignation, death or incapacity or removal of the officer. The first meeting of the Consortium will include the election of officers, who will take office immediately. If this meeting occurs within six (6) months prior to the first annual meeting, another election will not be

held until the next annual meeting, unless the Families request a special meeting for that purpose according to the provisions of Paragraph 4.3.

5.1.1 Qualifications of Officers. Any Member shall be qualified to be an officer of the Consortium, but a Member may not hold more than one office.

5.1.2 Compensation of Officers. Officers will serve without compensation but will be reimbursed for reasonable expenses incurred in the course of their official duties on behalf of the Consortium.

5.1.3 Resignation of Officers. An officer may resign by submitting a written resignation to another officer, to take effect ninety (90) days from the date it is submitted, unless emergency circumstances warrant an earlier effective date.

5.1.4 Removal of Officers. Officers may be removed by a unanimous vote of all Families, excluding the Family of the officer subject to removal, with or without cause. Upon a vacancy resulting from such removal, the Consortium (excluding the Family of the removed officer from this vote) shall elect a Member to fill the vacancy for the remainder of the term.

5.2 **Duties of the President.** The President will be responsible for scheduling, organizing, and leading each meeting of the Consortium. The President is authorized to co-sign any contracts or formal agreements on behalf of the Consortium as provided for in Paragraph 3.4. In the absence of the President, the Treasurer shall perform all duties of the President according to Paragraph 5.3.2. The President shall represent the Consortium in meetings with state or county officials and service providers.

5.2.1 Additional Duties in the Absence of the Treasurer. In the absence of the Treasurer, the President shall have the authority to perform the duties of the Treasurer and in so acting shall have all powers of, and be subject to all restrictions on, the Treasurer. In the absence of both the President and Treasurer, a temporary presiding officer shall be elected from among the Members.

5.2.2 Appointing Committees. The President shall appoint all committees of the Consortium, unless it is specially provided or ordered otherwise.

5.2.3 General Supervision. The President shall exercise general supervision over all of the affairs of the Consortium.

5.3 Duties of the Treasurer. The Treasurer will have the responsibility for establishing and maintaining Consortium bank accounts and is authorized to negotiate with any agency on receipt and disbursement of funds, and co-sign any contracts as provided for in Paragraph 3.4 on behalf of the Consortium. The Treasurer shall keep the books and accounts of the Consortium in accordance with generally accepted accounting principles and shall perform such other duties usually assigned to the position of treasurer. The Treasurer shall be authorized to access all accounts of the Consortium and sign all checks drawn on accounts of the Consortium.

5.3.1 Limit on Authorization of Expenditures. The Treasurer shall not authorize expenditures greater than \$500 without prior approval of the Consortium, other than that required in an emergency situation.

5.3.2 Responsibilities in the Absence of the President. In the absence or incapacity of the President, the Treasurer shall perform all duties of the President, and in so acting shall have all powers of, and be subject to all restrictions on, the President.

5.3.3 Preparation of the Budget and Annual Report. The Treasurer shall be responsible for the preparation of the budget of the Consortium and for an annual report.

5.4 Duties of the Secretary. The Secretary will interpret any information related to the Consortium to the media and the community.

5.4.1 Minutes, Records and Correspondence. The Secretary shall keep a membership book containing the names and addresses of each Member, the date of membership, and the date and manner of termination of any such membership. The Secretary shall keep a complete record of all proceedings and correspondence of the Consortium, including attendance at meetings, the vote on all matters, and the Consortium Member casting each Family's vote. The Secretary shall keep a record of all committees and the members thereof and shall perform such other duties usually pertaining to the office of secretary.

5.4.2 Notice of Meetings. The Secretary shall send written notices of meetings to Members as required under Paragraphs 4.3 and Article 13.

ARTICLE 6: COMMITTEES

6.1 **Ad-Hoc Committees.** Ad-hoc committees shall be constituted and empowered by the Consortium as deemed necessary. The President shall appoint all committees of the Consortium. The Consortium shall assign a time limit for the existence of all ad-hoc committees.

6.2 **Committee Meetings and Reports.** All committees shall meet as necessary to fulfill their purpose. All committees shall designate a spokesperson to keep minutes of committee meetings and report to the Consortium at its regular meetings.

ARTICLE 7: RESIDENCE AND MEMBERSHIP

7.1 **Residents.** Each Consortium Member must have a family member residing in the Home or be the legal representative of a Resident of the Home. Each Resident shall have at least one representative who is a Consortium Member. The Consortium intends to have four disabled individuals residing in the Home.

7.2 **Resignation, Death or Relocation of a Consortium Member.** Each family must designate a replacement Member in case of death, disability or relocation (if the Resident is to remain in the home), subject to the approval of the other Members and the provisions of this Article. Upon approval of the new Member's admission to the Consortium, the new Member shall assume all rights and responsibilities, other than the position of elected office, of the former Member.

7.3 **Liability for Debts of Consortium.** A Member shall not be individually liable for the debts of the Consortium.

7.4 **Selection of New Residents.** Upon notice of the departure of a Resident and his or her Family pursuant to Article 8, a search for a new Resident will be conducted in the following manner:

- (1) Suggestions for new Residents will be sought from the remaining Members.
- (2) The departing Member will be asked to recommend names of other families who have a disabled adult relative and might be considered for residence in the Home.
- (3) New Residents shall be sought from HPA and the residential placement waiting list of CCBDD.

7.5 Approval and Obligations of New Consortium Members. New Consortium Members shall be approved by a unanimous vote of the Consortium. Upon the acceptance of membership, the new Consortium Member(s) shall become liable for fees, dues and any additional charges, as determined by the Consortium, unless otherwise decided by the Consortium. New Consortium Members must sign and agree to abide by the regulations and any policies or procedures of the Consortium.

7.6 Proceedings Confidential. All proceedings of the Consortium or any part or committee thereof shall be privileged and confidential.

ARTICLE 8: TERMINATION OF MEMBERSHIP

8.1 Voluntary Withdrawal. A Consortium Member may voluntarily withdraw by delivering a written six (6) month notice of the intent to leave the Consortium to the President or Treasurer.

8.2 Financial Responsibility. The leaving Member will be financially responsible for any obligations to the Consortium for a six (6) month period following receipt of the written notice.

8.3 Expulsion.

8.3.1 Effect on Residency. Upon agreement of all Families who are not the subject of an expulsion action, a Resident can remain in the Home after Members associated with that Resident have been expelled as long as a replacement Member is identified and meets the criteria of Paragraphs 7.1 and 7.2.

8.3.2 Grounds for expulsion.

- a. Failure to pay fees, annual assessments or additional charges as assessed by the Consortium within ninety (90) days.
- b. Substantial or repeated failure to abide by the Articles of Association, Regulations, or Policies of the Consortium.
- c. Substantial change in a Resident's status such that the Resident's needs can no longer adequately be met through continued residence in the Home.

8.3.3 Initiation of Expulsion. When a Member has met a ground for expulsion as set forth in this Article, or upon the request of the majority of Families, the Consortium shall hold a vote to initiate expulsion proceedings. Initiation of expulsion proceedings shall require a unanimous affirmative vote by all Families excluding the Family of the Member subject to expulsion.

8.3.4 Expulsion Proceedings. The proceedings shall not take place sooner than ninety (90) days after the initiation of expulsion.

a. Notice and Mediation Requirements. Unless there is an immediate threat to the safety of Residents or the Consortium Members, any Consortium Member who is the subject of an expulsion action must be given a ninety (90) day's written notice, commencing upon receipt of the expulsion request by the President or Treasurer.

b. Unless there is an immediate threat to the safety of Residents or Consortium Members, any request for expulsion shall be submitted to mediation for resolving the underlying difficulties before the Consortium votes to expel the Member. The Member(s) against whom the proceedings were initiated shall be given an opportunity to address a meeting of the Consortium. Expulsion shall require a unanimous affirmative vote by all of the Families whose members are not subject to the expulsion under consideration.

8.3.5 Automatic Termination. The membership of any Member or Family shall automatically terminate on the Resident's death or departure from the home, the Member's written request for termination, or upon a Family's expulsion by the Consortium.

8.3.6 Liability of a Family When the Resident Leaves the Home. The Family of the departing Resident will be responsible for the operating costs until a replacement Resident contracts to enter the Home. Such liability shall not exceed a period of six (6) months.

a. In the event of joint ownership of privately owned furnishings and/or property between the departing Family and remaining Members, it is the responsibility of the departing Family to make restitution to the other parties with a fair market compensation for jointly owned property.

b. All sums due and owing to the Consortium from any terminated or withdrawing Resident/Family shall remain a debt owed to the Consortium by the withdrawing Family. Such debt shall be enforceable against the Consortium Members or such persons' estates.

8.3.7 Rights of a Family When the Resident Leaves the Home. When a Resident leaves the Home, any rights in the Consortium shall revert to the Consortium.

a. The Treasurer shall secure an audit of the Consortium, conducted by an independent auditor.

b. Any interest of the Family of the Resident leaving the Home in the property and assets of the Consortium, as assessed by the auditor, shall be purchased by the

Consortium within ninety (90) days of the termination, unless other arrangements are agreed to by the Consortium and the Family of that Resident.

8.4 In a special case, the Consortium, upon unanimous vote of all remaining families, may reduce the notice requirements of Paragraph 8.1 or reduce or entirely remit the financial obligation of the leaving or expelled Family as specified in Paragraphs 8.2 and 8.3.6 if such action is deemed to be in the best interests of the Consortium.

ARTICLE 9: FEES AND ANNUAL ASSESSMENTS

9.1 **Entrance Fee.** The Consortium may establish a non-refundable entrance fee for each Family.

9.2 **Annual Assessments.** An assessment for ongoing operating expenses shall be levied against each Family annually. The annual assessment shall be decided at the annual meeting, and shall be payable on a monthly basis.

9.3 **Remission of Annual Assessments.** In a special case, the Consortium may remit or adjust the annual assessments of a Family with the unanimous vote of the other Families of the Consortium if such action is deemed to be in the best interest of the Consortium.

9.4 **Operating Expenses.** The expenses of operating the Consortium shall be met by fees and annual assessments. Additional charges may be assessed against Families for one-time expenses, the amount of such charges to be fixed by the Consortium.

ARTICLE 10: MEMBERSHIP NOT TRANSFERABLE

Membership in the Consortium is not transferable or assignable without the written consent of all other Consortium Members.

ARTICLE 11: ANNUAL MEETING OF THE CONSORTIUM

11.1 **Date of Annual Meeting.** The annual meeting of the Consortium shall be held on the _____ of the first full week in January of each year, or at such other day and time as shall be designated from time to time by the officers and stated in the notice of the meeting.

11.2 **Quorum.** Attendance by a minimum of one Member of each Family shall constitute a quorum at the annual meeting.

11.3 **Order of Business.** At the annual meeting, the following shall be the order of business:

- (1) Roll Call.
- (2) Presentation of the Annual Report.
- (3) Report of the President.
- (4) Report of the Treasurer.
- (5) Fees, Annual Assessments and Additional Charges.
- (6) Election of Officers.

11.4 **Availability of Reports.** All reports shall be available in the principal office of the Consortium prior to the annual meeting.

11.5 **Secretary's Report.** The report of the Secretary summarizing the actions of the Consortium for the year, shall be printed as an appendix to the proceedings of the annual meeting.

ARTICLE 12: OWNERSHIP OF PROPERTY

The Consortium shall have the power to acquire, own, hold, operate and maintain property necessary to effectuate its purposes.

ARTICLE 13: AMENDMENTS

An amendment to the Regulations can be proposed in writing to the President by any Consortium Member. Adoption of a proposed amendment requires a unanimous affirmative vote at any regular, special or annual meeting of the Consortium, provided that notice of such amendment or amendments and the nature thereof shall have been given to the Consortium Members at least thirty (30) days prior to the date of the meeting at which such amendment or amendments are to be presented for consideration.

ARTICLE 14: SUBSCRIPTION

By signing these Regulations, the Consortium Member agrees to abide by the Regulations as they exist on the date of his or her signing and as they may be amended thereafter, and consents to any obligation incurred by the Consortium in the past, or to be incurred in the future.

Whereas, no Regulations currently exist for the government of the We Are Family Consortium, the conduct of its affairs, and the management of its property; and

Whereas, the set of Regulations presented to this meeting being suitable for the purpose and their adoption being in the best interests of the Association; it is, therefore,

Resolved, that the members of the We Are Family Consortium, an Ohio association, on this ____ day of _____, 20__, approve and adopt the Regulations presented to this meeting of the Members as the regulations of this Association, to be effective immediately.

Resolved further, that the Regulations be authenticated as such by the certificate of the Secretary of this Association and placed in the Association's minute book.

Resolved further, that a full and true copy of the Regulations, certified by the Secretary, be kept at the principal office of the corporation for inspection by members at all reasonable times during business hours.

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