

BYLAWS

Aging Together

ARTICLE I - ORGANIZATION

Section 1. Name. The name of the Partnership shall be Aging Together. This organization was formerly known as Rappahannock Rapidan Eldercare Coalition.

Section 2. Principal Office. The principal office for Aging Together, hereinafter referred to as the Partnership, shall be located in the County of Culpeper. The Partnership may have such other offices, either within or without said County, as the Core Leadership Group may designate and the business of the Partnership may from time to time require.

Section 3. Fiscal Office and Agent. Rappahannock Rapidan Community Services Board and Area Agency on Aging (RRCSB/AAA) shall serve as the fiscal office and agent for the Partnership.

ARTICLE II - PURPOSE - MISSION

The Partnership shall serve the five counties of Virginia's Rappahannock Rapidan Region: Culpeper, Fauquier, Madison, Orange, and Rappahannock.

The mission of Aging Together is to engage the entire community to enhance supports for elders and their families in the Rappahannock Rapidan region.

The purposes for which the Partnership was formed are to:

- Foster communication between counties, service providers, advocacy groups and policy makers about aging needs;
- Develop and implement a collaborative advocacy strategy that coordinates and supports advocacy activities in the individual counties;
- Keep information about elder needs in front of the public and decision-makers;
- Work on regional projects to enhance supports for elders and their families.

ARTICLE III - GENERAL MEMBERSHIP

Section 1. Partnership Qualification. Aging Together is a partnership comprised of organizations and individuals that have demonstrated their support for the Partnership and its Mission through a signed Memorandum of Agreement or through participation in one or more of the Partnership's workgroups, committees, or teams.

ARTICLE IV – REGIONAL COORDINATING COUNCIL

Section 1. Purpose. The purpose of the Regional Coordinating Council (RCC) is advisory, with final decision-making authority on by-laws, vision and mission statements, and strategic plan.

Section 2. Membership. The RCC shall be composed of all partner organizations having a signed Memorandum of Agreement with the Partnership. This includes each County Team.

Section 3. Meeting Schedule. Regular meetings of the RCC will be held at least quarterly on a regular schedule or as otherwise determined by the Aging Together Chair.

Section 4. Special Meetings. Special meetings may be called at the direction of the Chair or by a majority of the RCC members, to be held at such time, day and place as shall be designated in the notice of the meeting.

Section 5. Quorum. Twenty percent of RCC members shall constitute a quorum for the transaction of business at any meeting of the RCC.

Section 6. Manner of Voting. Each member organization shall have one vote. Except as otherwise expressly required by law or these Bylaws, the affirmative vote of two thirds of the RCC members present at any meeting at which a quorum is present shall be the act of the RCC.

Section 7. RCC Officers. The officers of the Core Leadership Group shall serve as the officers of the RCC.

ARTICLE V - CORE LEADERSHIP

Section 1. Powers. The Core Leadership Group (CLG) serves as executive body for the Partnership, and has final decision-making authority in all operational matters and policy establishment. The CLG is responsible for decisions on hiring, supervision and evaluation of the Project Manager. It also has responsibility for direction and oversight of the Aging Together Work Plan.

Section 2. Membership. The CLG of shall be composed of no less than ten and no more than fifteen individuals.

Subsection A. Designated Members. The CLG shall include one representative from each of the following organizations: the five County Departments of Social Services, Piedmont United Way, the Rappahannock-Rapidan Regional Commission, Culpeper Regional Hospital and Fauquier Hospital. In addition, the CLG shall include the Executive Director of RRCSB/AAA and another designated representative of RRCSB/AAA.

Subsection B. Appointed Members. Additional members may be appointed to the CLG by a vote of two-thirds of existing CLG members for a term of 2 years.

Section 4. Resignation. Any CLG Member may resign at any time by giving written notice to the Chair. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the Chair.

Section 5. Absences. Absence from three consecutive meetings of the CLG shall be considered as a resignation by the CLG Member so absent unless specifically excused by the Chair. After two consecutive unexcused absences, the Chair shall notify the chief executive officer of the Partner Organization about the absences.

Section 6. Removal. The CLG, by two-thirds vote of current members, may recommend to the Regional Coordinating Council that a CLG Member be removed from office for cause. Removal of a CLG member shall require a two-thirds vote of voting members at a regular Regional Coordinating Council meeting or a special meeting called specifically for that purpose. Notice of the recommended removal must be included with the meeting notice.

Section 7. Regular Meetings. Regular meetings of the CLG shall be held at least every other month on a regular schedule or as otherwise determined by the CLG.

Section 8. CLG Officers. The Aging Together Chair shall serve as Chair of the CLG. A Vice Chair shall be elected from the CLG members to serve both the CLG and the Regional Coordinating Council.

Section 9. Special Meetings. Special meetings of the CLG may be called at the direction of the Chair or by a majority of the CLG Members, to be held at such time, day, and place as shall be designated in the notice of the meeting.

Section 10. Telephone Meeting. Any one or more CLG Members may participate in a meeting of the CLG by means of a conference telephone or similar telecommunications device, which allows all persons participating in the meeting to hear each other. Participation by telephone shall be equivalent to presence in person at the meeting for purposes of determining if a quorum is present.

Section 11. Quorum. A majority of the CLG Members, including the Chair or Vice-Chair, shall constitute a quorum for the transaction of business at any meeting of the CLG.

Section 12. Manner of Voting. Except as otherwise expressly required by law or these Bylaws, the affirmative vote of a majority of the CLG Members present at any meeting at which a quorum is present shall be the act of the CLG. Each CLG Member shall have one vote.

Section 13. Minutes of Meetings. The minutes of the regular and special meetings shall be recorded by the Recording Secretary of the Partnership and sent by mail, electronic mail or facsimile to the CLG for review prior to the next regular meeting. All minutes shall be maintained by the Recording Secretary of the Partnership in a Master Binder and posted on a website designated by the Chair for that purpose.

Section 14. Notice. Notice of the time, day, and place of any meeting of the CLG shall be given at least 72 hours prior to the meeting. The purpose for which a special meeting is called shall be stated in the notice. Notice may be given by mail, electronic mail or facsimile and will be deemed given when sent. Prior to regular meetings, an agenda, minutes of previous meetings, and documents for review will be sent to members of the Board to allow review prior to the next meeting when possible.

ARTICLE VI - OFFICERS

Section 1. Officers. The officers of the Partnership shall consist of a Chair and a Vice Chair. The Partnership shall have such other assistant officers as the CLG may deem necessary. A Partnership Member may not hold more than one office. The Aging Together Project Manager shall serve as the Recording Secretary.

Section 2. Selection of Officers. The Executive Director of the RRCSB/AAA, or his or her designee, shall serve as Chair of the Partnership. The Vice Chair shall be elected by the CLG from designated members of the CLG. These officers shall perform the duties prescribed by the Bylaws and by the parliamentary authority adopted by the Partnership.

Section 3. Term of Office. The Vice Chair of Aging Together shall hold office for two years or until his or her respective successor has been duly elected.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Chair. Such resignation shall take effect at the time specified in the notice, or if no time is specified, then immediately.

Section 5. Removal. Any officer may be removed from such office, with cause, by a two-thirds vote of the voting members of the Coordinating Council at any regular or special meeting of the members called expressly for that purpose.

Section 6. Vacancies. A vacancy in any office shall be filled by the CLG for the unexpired term.

Section 7. Chair. The Chair shall give active direction to the affairs of the Partnership. He/she shall preside at all meetings of the Partnership, including the CLG and the Coordinating Council, [and the annual Partnership meeting.]. Contracts, other legal instruments or budget obligations shall follow the typical business practices of the RRCSB/AAA in force at the time.

Section 8. Vice Chair. The Vice Chair shall assume the duties of the Chair in the event of his/her absence, resignation or inability to discharge the duties of the Chair. The Vice Chair shall perform all duties incident to the office of the Vice Chair and other duties as may be prescribed by the CLG.

ARTICLE VII - ANNUAL PARTNERSHIP MEETING

Section 1. Purpose. The purpose of the Annual Partnership Meeting is to review the progress of the project over the previous year and provide input into future plans of the partnership.

Section 2. Schedule. The Annual Partnership Meeting will be held each year at the April meeting of the Regional Coordinating Committee.

ARTICLE VIII - COMMITTEES AND WORKGROUPS

Section 1. County Teams – One local partnership in each county shall be designated by the CLG as the Aging Together County Team. The responsibilities of the County Team and role relative to the regional partnership and Fiscal Agent shall be determined by Memorandum of Agreement between the parties.

Section 2. Regional Workgroups and other Committees – The Chair may designate and appoint one or more committees or workgroups, each consisting of two or more Aging Together Partners, with one representative designated as committee or workgroup chair.

Section 3. Agendas and Minutes. Each committee, workgroup, or County Team will prepare a written agenda and minutes of each of its meetings, and submit all agendas and minutes to the Partnership's Recording Secretary.

ARTICLE IX - MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal and administrative year of the Coalition shall be from May 1st through April 30th unless otherwise determined by the CLG.

Section 2. Parliamentary Authority. The rules contained in the current edition of Robert's Rules of Order shall govern the Partnership in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules that the Partnership may adopt.

Section 3. Dissolution Aging Together. Upon the dissolution of Aging Together, assets shall revert to the RRCSB/AAA which is the fiscal agent and Section 501(c)(3) umbrella organization under which the Partnership exists.

Section 4. CLG Members Not Liable for Aging Together Debts. The Members of the CLG shall not be individually or personally liable for the debts, liabilities, or obligations of Aging Together.

Section 5. Limitations of Liability for Officers and CLG Members. Any Officer or CLG Member who is not compensated for his or her service on a salary or prorated equivalent basis shall be immune from personal liability for any civil damage arising from acts performed in his or her capacity.

ARTICLE X - AMENDMENTS TO BYLAWS

Section 1. Votes. The Bylaws may be amended, modified, altered or repealed in whole or in part by a two-thirds affirmative vote of the Regional Coordinating Council Members present at a regular or special meeting, if a quorum has been established.

Section 2. Notice. Written notice of the meeting date, time and place of the meeting at which any such action is to be voted upon, together with a statement of the proposed action and revisions, shall be mailed or electronic mailed to each Partner not more than 60 days nor less than 30 days before such meeting.

Section 3. Review. These Bylaws shall be reviewed by the full membership of Aging Together no later than May 31, 2007.

Adopted by two-thirds vote at the April, 19, 2007, meeting of the Aging Together Regional Coordinating Council.

Sallie Morgan, Chair/Date

Recording Secretary/Date