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# South Carolina FASD Collaborative Bylaws

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## Bylaws

of

### South Carolina Fetal Alcohol Spectrum Disorders Collaborative

#### Article 1. Offices

Principal Office. The South Carolina Fetal Alcohol Spectrum Disorders Collaborative (hereafter "Collaborative") may have offices, either within or without Richland County, South Carolina, as the Board of Directors (hereafter "Board Members") may designate or as the affairs of the Collaborative may require from time to time.

#### Article 2. Board of Directors

2.1. Eligibility Qualification. The affairs of the Collaborative shall be managed by the Board. Board Members need not be residents of the State of South Carolina.

2.2. Number and Tenure. The Board shall be composed of twelve (12) *ex officio* Board Member seats appointed by the agencies and organizations listed in Section 2.2.1 below and thirteen (13) Board Member seats elected by the entire membership during the annual membership meeting. The terms of the membership shall be for three (3) years and until successors are appointed. The number and composition of Board Members may be changed from time to time by amendment to these Bylaws, but changes to the numerical composition of the Board will only take effect after the Annual Membership meeting when new elections are held. The term of a Board Member shall be three (3) years. A Board Member so elected shall hold his/her seat until his/her successor is elected.

2.2.1. Ex Officio Board Members. Upon designation by the Director or Chief Executive Officer of the agencies and organizations, Board Members will represent the following agencies and organizations:

- South Carolina Department of Alcohol and Other Drug Abuse Services
- South Carolina Department of Disabilities and Special Needs
- South Carolina Department of Education
- South Carolina Department of Health and Environmental Control
- South Carolina Department of Juvenile Justice
- South Carolina Department of Mental Health

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- South Carolina Department of Public Safety
- South Carolina Department of Social Services
- South Carolina Vocational Rehabilitation Department
- South Carolina First Steps
- Behavioral Health Services Association of South Carolina Inc.
- Greenwood Genetics Center

**2.2.2. Elected Board Members.** Elected Board Members may come from either organizational members not listed in Section 2.2.1 or from individual membership.

- Organizational – Public or private agencies (including federal, state, and county governmental agencies), institutions, or voluntary organizations committed to the goals of the Collaborative.
- Individual – Individuals not affiliated with any particular organization that are committed to the goals of the Collaborative and wish to participate in its activities.

**2.3. Regular Meetings.** The Board may specify the time and place either within or without Richland County, South Carolina, for holding regular meetings by giving the membership 30-days notice prior to the meeting.

**2.3.a. Board Meetings.** The Board will meet quarterly.

**2.4. Special Meetings.** Special Board meetings may be called by or at the request of the Chair, the Secretary, or any two (2) Board Members. The person or persons authorized to call special meetings may fix any place either in or out of Richland County, South Carolina, as the place for holding any special Board meeting that they call.

**2.5. Notice of Special Meetings.** Written notice stating the place, day, and hour of each special Board meeting shall be delivered personally or by mail, facsimile, or electronic mail to each Board Member at his/her address shown on the records of the Collaborative at least two (2) days before the meeting. Notice shall be effective upon delivery at such address, provided that notice by mail is deposited in the United States mail and properly addressed with postage prepaid at least five (5) days before the meeting; notice by facsimile or electronic mail shall be deemed effective when transmitted. Neither the business to be transacted at – nor the purpose of – any special meeting need be specified in the notice of such meetings.

**2.6. Annual Membership Meeting.** During the last quarter of each year, an annual meeting will be held at a time and place determined by the Board to:

- provide an annual report on the activities of the Collaborative, to include financial and budgeting information;
- elect the Chair and other officers of the Board;

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- obtain approval of planning, programming, and governance documents; and
- provide educational and awareness opportunities.

**2.6.1. Waiver of Notice of Meeting.** The attendance of a Board Member at a meeting shall constitute a waiver of notice of such meeting, except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**2.7. Quorum.** A majority of the total number of Board Members shall constitute a quorum for the transaction of business at any Board meeting but, if less than a majority is present at a meeting, the majority of the Board Members present may adjourn the meeting without further notice *or convene meeting for information only*.

**2.8. Resignation.** Any Board Members may resign at any time by delivering written notice to the Chair and the Secretary, or to the registered office of the Collaborative.

**2.9. Removal.** A Board Member may be removed from office upon the vote of a majority of the remaining Board Members.

**2.10. Vacancies.** Any vacancy occurring on the Board may be filled by the vote of a majority of the remaining Board Members. Should the seat be vacated by death or resignation – or if a member is removed by a majority vote of the Board Members – prior to the completion of the term of the seat, a special meeting shall be called to elect a new Board Member to fill the vacant position for the remainder of the seat’s term.

**2.11. Presumption of Assent.** A Board Member of the Collaborative present at a Board meeting during which action on any collaborative matter is taken shall be presumed to have assented to the action taken unless his/her dissent is entered in the minutes of the meeting, or unless he/she files his/her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or unless he/she forwards such dissent by registered mail to the Secretary of the Collaborative immediately following the adjournment of the meeting. Board members who voted in favor of such action may not dissent.

**2.12. Compensation.** Board Members shall not receive any salaries for their services, but by Board approval, Board Members may be paid their expenses for attendance at any Board or committee meeting, while representing the Collaborative.

**2.13. Loans.** No loans shall be made by the Collaborative to any of its Board Members.

**2.14. Meeting by Conference Telephone.** Members of the Board may participate in a meeting by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear one another and such participation shall constitute presence at the meeting by roll call.

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**2.15. Action by Board Without a Meeting.** Any action that could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by each of the board members representing the quorum of the board. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

**2.16. Committees.** A majority of the Board may designate and appoint one (1) or more committees to advise the Board. The committee shall have and exercise the authority of the Board in the management of the Collaborative; it shall consist of no fewer than three (3) Board Members.

### **Article 3. Officers**

**3.1. Number.** The officers of the Collaborative shall be a Chair, a Vice Chair, a Secretary, and a Treasurer, each of whom shall be elected by the Board. A Chair of the Board shall be elected at the annual General Membership Meeting. One (1) or more Vice Chairs and such assistant officers as may be deemed necessary may be elected or appointed by the Board, such officers and assistant officers to hold office for such period, have such authority, and perform such duties as may be provided by resolutions of the Board. The Board may delegate to any officer or agent the power to appoint any such subordinate officers, or agents, and to prescribe their respective terms of office, authority, and duties. Any two (2) or more offices may be held by the same person, except the office of Board Chair.

**3.2. Election and Term of Office.** The officers of the Collaborative shall be elected annually per Section 3.1. Unless he/she resigns, or is removed, each officer shall hold office until his/her successor is elected.

**3.3. Resignation.** Any officer may resign at any time by delivering written notice to the Chair, the Secretary, or the Board.

**3.4. Removal.** Any officer or agent elected or appointed by the Board may be removed by the majority vote of the Board whenever, in its judgment, the best interests of the Collaborative would be served.

**3.5. Vacancies.** A vacancy in any office because of resignation, removal, disqualification, or any other cause may be filled by the Executive Board Committee (see Section 3.10) for the unexpired portion of the term as specified in Section 3.10.

**3.6. Chair.** The Chair shall be Chief Executive Officer of the Collaborative and, subject to the Board's approval, shall supervise and control all of the assets, business, and affairs of the Collaborative. The Chair, with the approval of the Board, may sign bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board, or by these Bylaws, to some other officer or agent of the Collaborative or are required by law to be otherwise signed or executed by some other officer in some other manner. The Chair may appoint or remove any staff or consultants for the Collaborative and

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establish the rate of compensation for any such staff person or consultant. In general, he/she shall perform all duties incident to the office of Chair and such other duties prescribed by the Board from time to time.

3.7. Vice-Chair. The Vice-Chair shall preside over all Board meetings in the absence of the Chair.

3.8. Secretary. The Secretary shall:

- (a) keep the minutes of meetings of the Board in one (1) or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (c) be custodian of the Collaborative's records;
- (d) keep registers of the office address of each Board Member;
- (e) sign, with the Chair, contracts or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the Collaborative;
- (f) prepare and submit an annual report as may be required by relevant South Carolina Statutes Act; and
- (g) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Chair or by the Board. In the absence of the Secretary, an Assistant Secretary may perform his/her duties.

3.9. Treasurer. If required by the Board, the Treasurer shall be bonded for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board shall determine. He/she shall have charge and custody of and be responsible for all funds and securities of the Collaborative; receive and give receipts for moneys due and payable to the Collaborative from any source whatsoever and deposit all such moneys in the name of the Collaborative in banks, trust companies, or other depositories selected in accordance with the revisions of these Bylaws; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Chair or by the Board. In the absence of the Treasurer, an Assistant Treasurer may perform his/her duties.

3.10. Executive Board Committee. This committee consists of the Chair, Vice Chair, Secretary, Treasurer, and past Chair.

3.11. Salary. Board officers shall not receive any salary for their services. Officers may be reimbursed for their expenses. No loans shall be made by the Collaborative to its officers.

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## Article 4. Members

4.1. Members. The membership of the Collaborative shall consist of:

- representatives from federal, state, and local agencies and organizations that have a specified role in the reduction of infants exposed to alcohol during pregnancy and/or increasing the developmental progress of children who have a Fetal Alcohol Spectrum Disorder; and
- individuals not affiliated with any particular organization who are committed to the goals of the Collaborative and wish to participate in its activities.

The Board shall recruit new members for the Collaborative on an ongoing basis.

## Article 5. Contracts, Loans, Checks, and Deposits

5.1. Contracts. The Board may authorize any officer or officers to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Collaborative. Such authority may be general or confined to specific instances.

5.2. Loans. No loans shall be contracted on behalf of the Collaborative and no evidences of indebtedness shall be issued in its name unless authorized by approval of the Board. Such authority may be general or confined to specific instances.

5.3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Collaborative shall be signed by the Chair and Treasurer of the Collaborative and in such manner as is from time to time determined by approval of the Board.

5.4. Deposits. All funds of the Collaborative not otherwise employed shall be deposited from time to time to the credit of the Collaborative in such banks, trust companies, or other depositories as the Board may select.

5.5. Gifts and Contributions. The Treasurer may accept on behalf of the Collaborative any contribution, gift, bequest, or device as may be consistent with the established purposes of the Collaborative and as may be permitted by any applicable local, state, or federal law.

## Article 6. Books and Records

The Collaborative shall keep correct and complete books and records of account, minutes of the proceedings of its Board, and such other records as may be necessary or advisable or required by law at the registered or principal office of the Collaborative. All books and records of the Collaborative may be inspected by a Board Member for any proper purpose at any reasonable time, upon reasonable notice to the Secretary or Treasurer of the Collaborative.

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### Article 7. Fiscal Year

The fiscal year of the Collaborative shall be the state fiscal year (July 1 through June 30), provided that if different fiscal year is at any time selected for purposes of federal income taxes, the fiscal year shall be the year so selected.

### Article 8. Amendments

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board at the annual General Membership meeting of the Board.

The foregoing Bylaws were adopted by the General Membership on the

\_\_\_\_ day of \_\_\_\_\_, 2012.

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Secretary/Treasurer