

OPERATING AGREEMENT

Macomb County Diversity & Inclusion Collaborative

Initial effective date:
Revision 1 effective date:

June 1, 2017

I. DEFINITIONS

Affiliation:	The condition of having an attachment or connection
Collaborative:	Multiple entities working together with common goals
Comity:	Courtesy and considerate behavior toward others with whom one is affiliated
Diverse:	Varied or different
Diversity:	Difference in regard to either inherent or acquired characteristics
Equal; Equally:	The same; in the same manner
Equitable; Equitably:	Fair; in a fair and impartial manner
Inclusion:	The state or fact of engagement and empowerment
Member Organization:	An organization which has signed this Agreement
Written:	Handwritten, typed, emailed, or text-messaged

II. INTENTIONS AND PURPOSES OF THIS AGREEMENT

- A. In signing this Agreement, the signatory organizations express their desire and intention to make Macomb County an environment which welcomes all individuals and groups who wish to live, work, or spend leisure time here.
- B. In signing this Agreement, the signatories become members of the Macomb County Diversity & Inclusion Collaborative (herein, “the Collaborative”). This name expresses the desire and intention to both acknowledge the presence of diverse individuals and groups and to include them equitably as full and equal members of the Macomb County community.

III. VISION AND MISSION

- A. The Vision of the Collaborative is a Macomb County environment where all individuals and groups live, work, and recreate harmoniously with all others, and participate fully, equally, and equitably in all institutions and aspects of Macomb County life.

B. The Mission of the Collaborative is

1. to serve as a forum for discussion of all matters relating to the enhancement of diversity and inclusion in Macomb County;
2. to serve as a resource on those matters to both member and non-member organizations;
3. to take positions, make recommendations, and take action as deemed necessary and appropriate to pursue the Collaborative's Vision.

IV. MEMBERSHIP

A. Members of the Collaborative are eligible to participate in the Collaborative's governance by serving on the Collaborative's Steering Committee, by serving as officers, by chairing committees and other work groups, and by voting on matters which come before the full membership.

B. An organization is eligible for membership in the Collaborative if it

1. Shares the desires, intentions, Vision, and Mission of this Agreement and the Collaborative; and
2. Has a Macomb County affiliation; and
3. Is a government agency, non-profit organization, faith-based organization, academic institutions, foundation, business, or other entity which
 - a. Represents or advocates for the social and economic interests of any racial, ethnic, religious, or other group which has a significant presence in Macomb County and which has been, is, or may be isolated, stigmatized, threatened, or discriminated against by virtue of its identity; or
 - b. is a non-profit or for-profit business which provides jobs, services, training, or education to members of such groups; or
 - c. is a foundation or other funding entity which desires and intends to support the Collaborative's Vision and Mission.

C. Individuals may serve on the Collaborative's committees and other work groups by invitation, and may serve as volunteers in various ways, but are not eligible to be members of the Collaborative or to participate in the Collaborative's governance.

D. Organizations which served on the OneMacomb Strategic Planning Committee preceding the existence of the Collaborative and assisted in its creation, which satisfy the criteria for membership set forth above, and

which sign this Agreement on or before June 1, 2017 shall be the founding members of the Collaborative.

- E. Organizations which attended at least two of the OneMacomb Community Partners meetings preceding the existence of the Collaborative, which satisfy the criteria for membership set forth above, and which sign this Agreement on or before June 1, 2017 shall also be founding members of the Collaborative.
- F. Organizations wishing to become members of the Collaborative after June 1, 2017 shall apply for membership using forms and procedures determined by the Steering Committee or another committee as the Steering Committee may direct.
- G. There shall be no dues required for membership unless so decided by a 2/3 vote of those present and voting at a meeting of the Collaborative.

V. STEERING COMMITTEE

- A. The Steering Committee shall be comprised of the officers of the Collaborative plus not more than four additional Members at Large. All members of the Steering Committee shall be willing and able persons designated by their member organizations to assist in the governance and administration of the Collaborative.
- B. There shall be no more than one Steering Committee member from any single member organization at any one time.
- C. The Steering Committee shall meet and conduct the business of the Collaborative between Collaborative meetings as necessary, including preparing minutes for previous meetings and agendas for upcoming meetings, maintaining contact with committees and other work groups, maintaining situational awareness of issues and events impacting diversity and inclusion in Macomb County, and representing the Collaborative (e.g., to non-member organizations and to the media).
- D. The Steering Committee shall function as the executive arm of the Collaborative, establishing and carrying out the Collaborative's policies and procedures. Policies and procedures shall not be implemented in a manner which is clearly inconsistent with actions taken by the Collaborative at its meetings.
- E. The Steering Committee may choose to establish an Annual Working Agenda of issues and/or public policy concerns. This Working Agenda is not intended to limit the scope of work of the Collaborative. Other issues, concerns and/or initiatives may also be worked upon through the course of the year as need dictates within the community.

- F. Term: Two of the initial Members at Large shall have terms of one year, one member shall have a term of two years, and one member shall have a term of three years. Members at Large may serve multiple successive terms.
- G. If a Member-at-Large's position becomes vacant for any reason before the end of the Member's term, or if a Member-at-Large has been, is or will be unable to serve for three months or more, the Steering Committee shall appoint a member of the Collaborative to serve out the rest of that Member-at-Large's term within 60 days of becoming aware of the vacancy or inability to serve.

VI. OFFICERS

- A. Term: The regular full term of an officer shall be two years. Officers may serve multiple successive terms.
- B. If an Officer's position becomes vacant for any reason before the end of the Officer's term, or if the Officer has been, is, or will be unable to serve for three months or more, the Steering Committee shall appoint a member of the Collaborative to serve out the rest of that Officer's term, except that if the Chair's term becomes vacant the Vice-Chair will immediately become the Chair for the rest of the term.
- C. The Officers shall be a Chair, Vice-Chair, and Secretary.
 - 1. Chair: The Chair shall conduct the meetings of the Collaborative and the Steering Committee, and provide administrative support for those meetings. The initial Chair shall be a representative of OneMacomb. Subsequent Chairs shall be representatives of member organizations described at IV.B.3.a. or IV.B.3.b above.
 - 2. Vice-Chair: The Vice-Chair shall exercise the duties and responsibilities of the Chair when he she is unable to do so for any reason. The initial Vice-Chair shall be a representative of The Arab-American & Chaldean Council (ACC) if willing and able to serve. Subsequent Vice-Chairs shall be representatives of member organization described at IV.B.3.a or IV.B.3.b. above.
 - 3. Secretary: The Secretary shall keep minutes of meetings and prepare official versions of those minutes for approval. The Secretary shall also prepare agendas with input and assistance from the other members of the Steering Committee. The Secretary shall be a representative of a member organization described at IV.B.3. above.

VII. COMMITTEES AND OTHER WORK GROUPS

- A. Committees and other work groups (“committees”) may be created by and at meetings of the Steering Committee or the Collaborative. Committees may be standing committees or ad hoc committees. Every committee shall have a charge which furthers the mission and vision of the Collaborative. All committees shall be chaired by a representative of a member organization appointed by and serving at the pleasure of the Steering Committee. A committee shall have at least 3 but not more than 11 participants, selected by and including the committee chair. Committee participants may be, but need not be, from Collaborative member organizations. Committees shall have terms of existence appropriate for their charges, as recommended by the committee chair and the participants.
- B. An Operating Procedures Committee shall be a standing committee of the Collaborative. The charge to this committee is to consider changes to this Agreement and recommend such changes, with their rationales, to the Steering Committee. Any provision of the Agreement is subject to revision by vote of the Collaborative. Any proposed revision shall be communicated to the member organizations at least one week prior to being considered at a Collaborative meeting.
- C. An Elections Committee shall be a standing committee of the Collaborative. The charge to the Elections Committee is
 - 1. to recommend procedures for the Elections Committee to the Steering Committee which will assure equitable representation of the Collaborative’s members in the Steering Committee, either jointly with or independently from the Bylaws Committee; and
 - 2. to recommend a candidate or slate of candidates to the Steering Committee as necessary when the end of an Officer or other Steering Committee member’s term of office is impending or when vacancies occur for other reasons.
- D. Committee chairs shall make recommendations to the Steering Committee but shall not exercise the responsibilities or authorities of the Steering Committee or the Collaborative.

VIII. MEETINGS

- A. The Collaborative shall meet not less than quarterly. The first quarterly meeting of the calendar year shall be deemed the Annual Meeting of the Collaborative.
- B. The Steering Committee shall meet not less than once between meetings of the Collaborative.

- C. Collaborative members shall be considered present at meetings if they are able to interact with those physically present via teleconference or other electronic means. The Steering Committee shall make good faith efforts to make such means available.
- D. Upon written notice to the Chair or the Vice-Chair prior to a meeting, a member may identify a proxy who is a member of the same organization to act in his or her stead at that meeting.
- E. A quorum of the Collaborative shall be present for any vote to be considered final and binding. A simple majority of those present and voting shall determine the outcome of any vote, except that revisions to this Agreement shall require a 2/3 majority of those present and voting.

IX. ELECTIONS

- A. Elections of Officers and other Steering Committee members shall be held at meetings of the Collaborative.
- B. Officers and other Steering Committee members shall be elected by a simple majority of those present and voting.

X. MEMBER ORGANIZATION RESPONSIBILITIES

- A. Each member organization shall designate a representative who shall attend and participate in meetings of the Collaborative, and exercise the organization's vote as necessary. New or alternate representatives may be designated by written communication to the Chair or Vice-Chair except as specified in V.G. or VI.B. above. If a member organization's representative is not on the Steering Committee and neither attends nor sends a proxy to three consecutive Collaborative meetings, the member organization will be asked to identify a new representative. More than one representative from a member organization may attend meetings of the Collaborative, but no organization or representative shall exercise more than one vote.
- B. Member organizations may request that the record reflect that they supported, opposed, or abstained from voting on any resolution or action voted on at meetings.
- C. No member organization shall be constrained in any way in its own actions or expressions of policy by its membership in the Collaborative, except that each member organization agrees that it will not denigrate or deny services to any individual or group on the basis of race, age, color, creed, sex, gender identity, national origin, original language, abled/disabled status, marital status, or political beliefs.

- D. Member organizations shall assist the Steering Committee in its responsibility to maintain situational awareness of issues and events impacting diversity and inclusion in Macomb County.
- E. Member organizations shall further the work of committees by designating members to chair or serve on committees as appropriate and feasible.
- F. Member organizations shall seek to actively support each other not only through actions taken by the Collaborative at its meetings, but also upon request and when feasible between meetings. Such support is the implementation in fact of the desires and intentions set forth in Articles II and III above.
- G. If a dispute which threatens the comity of the Collaborative should arise among or between member organizations, those organizations are requested to bring their dispute to the attention of the Chair or the Vice-Chair for confidential consultation and possible resolution. Such consultation recognizes the value of sustaining the Collaborative over time despite immediate situational differences.
- H. Member organizations may suspend their membership or leave the Collaborative upon written notice to the Chair or Vice-Chair. When such suspension or leaving is under consideration, the member organization is requested to discuss the action with the Chair and/or the Steering Committee before acting.

XI. GENERAL ASSURANCES

- A. This Agreement commences on June 1, 2017 and renews automatically, as revised, on June 1 of each subsequent year unless and until terminated by the Steering Committee or the Collaborative.
- B. In the event that liability to third parties, loss, or damage arises as a result of the activities conducted jointly by the parties to this Agreement, such liability, loss, or damage shall be borne by the parties in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by any governmental entity, its agencies, or their employees, respectively, as provided by statute or court decisions. The parties to this Agreement agree that each party must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this agreement. It is specifically understood and agreed that no party will indemnify another party in such litigation.

XII. SIGNATURES

By their signatures to this Agreement below, the signers affirm that they are empowered by their organizations to commit their organizations to Collaborative membership.

Name of Organization

Representative Name (Signature)

Representative Name (Printed)

Date: _____