

**BY-LAWS
OF
GRACE AFTER FIRE
A TEXAS NON-PROFIT CORPORATION**

Preamble

These Bylaws are subject to, and governed by, the Texas Non-Profit Corporation Act and the Articles of Incorporation of Grace After Fire. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Texas Non-Profit Corporation Act, the Texas Non-Profit Corporation Act will be controlling. In the event of a direct conflict between the provisions of the Bylaws and the Articles of Incorporation of Grace After Fire, these Bylaws will be controlling.

ARTICLE I - PURPOSES

1.1. General. The purposes for which Grace After Fire is organized are:

1.1.1 Grace After Fire is organized and shall be operated exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or the corresponding section of any future federal tax code. Specifically, Grace After Fire will work with select programs that serve the physical, mental and behavioral health and functional support of women veterans experiencing addiction and co-occurring issues related to post traumatic stress, military sexual assault, and depression. The overall intent is to facilitate recovery through increased access to mental health and social services for women.

1.1.2 To engage in any and all lawful activities incidental to the foregoing purposes, except as otherwise restricted herein.

1.2 Powers. Grace After Fire is a non-profit corporation and shall have all of the powers, duties, authorizations, and responsibilities as provided in the Texas Non-Profit Corporation Act; provided, however, Grace After Fire shall neither have nor exercise directly or indirectly in any activity, that would invalidate its status as a corporation that is exempt from federal income taxation as an organization described in Section 501 (c)(3) of the Code.

1.2.1 The organization may at its pleasure by a vote of the governing Board and/or membership body change its name.

ARTICLE II - OFFICES

2.1 Principal Office. The principal office of Grace After Fire shall be in Houston, Texas.

2.2 Other Offices. Grace After Fire may have such other offices as the Board of Directors may determine or as the affairs of Grace After Fire may require from time to time.

ARTICLE III - MEMBERSHIP

Membership in this organization shall be open to all women veterans, friends and families, and professionals working with women veterans. Members can approach the Board to make recommendations including but not limited to identifying Board members and new areas of need or growth. Members could participate in elections posted on the website or by ballots emailed to membership.

ARTICLE IV - BOARD OF DIRECTORS

- 4.1 General Powers and Responsibilities. Grace After Fire shall be governed by a Board of Directors (“the Board”), who shall have all of the rights, powers, privilege and limitations of liability of directors of a nonprofit corporation organized under the Texas Non-Profit Corporation Act. The Board shall establish policies and directives governing business and programs of Grace After Fire and shall delegate to the Executive Director and Grace After Fire staff, subject to the provisions of these Bylaws, authority and responsibility to see that the policies and directives are appropriately followed.
- 4.2 Number and Qualifications.
- 4.2.1 The Board shall have up to 15 members and not less than 7 members, together with the officers of this organization. At least one of the directors elected shall be a resident of the State of Texas and a citizen of the United States.
- 4.3 Board Compensation. The Board shall receive no compensation other than reasonable expenses.
- 4.4 Board Elections. The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization in the same manner and style as the officers of this organization. Recommendations to the board will be presented in writing before nominations are made and voted on. New and renewing board members will be approved by a majority of those Board members at a called meeting.
- 4.5 Term of Board. All appointments to the Board shall be for two-year terms. The terms will have term limits of three consecutive terms (making a total of six years); after a year off, a board member may be permitted to return.
- 4.6 Vacancies. Vacancies on the Board shall be filled by a vote of the majority of the remaining members of the Board for the balance of the year.
- 4.7 Resignation. Each Board member shall have the right to resign at any time upon written notice thereof to the Board Chair, Secretary of the Board, or the Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.
- 4.8 Removal. A board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative vote of a majority of then-serving board members.
- 4.9 Meetings. The regular monthly meetings of the Board shall be held via teleconference. The annual board meeting shall be held at a pre-determined site, and shall be held in person.

The Board may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

The Chair may call a closed session to be held at the end of every board meeting. The session normally includes only the board members. No observers and no members of management are allowed to attend without the Chair's approval.

The Chair may call a special meeting of the Board when it is in the best interest of the organization. Notices of such meeting shall be emailed to all members at least ten (10) days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting, and who called it. At the request of 50 percent of the members of the Board, the Chair shall cause a special meeting to be called but such request must be made in writing and received via regular mail, or email, at least ten (10) days before the requested scheduled date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of those present at such meeting.

The Secretary or Chair if requested by the secretary, shall cause to be emailed to every member in good standing at their email address a notice telling the time and place of each annual and regular meeting.

- 4.10 Minutes. At meetings of the Board, business shall be transacted in such order as the Board may determine, from time to time. The Secretary, or the person appointed to act as Secretary, shall prepare minutes that shall be placed in the minute books of the organization.
- 4.11 Action by Written Consent. Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members.
- 4.12 Quorum. The presence of not less than 50 percent of the members shall constitute a quorum for the transaction of business; but a lesser percentage may adjourn the meeting for a period of not more than 4 weeks from the date scheduled by these By-Laws and the secretary shall cause a notice of this scheduled meeting to be sent to all those members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting. Each director shall have one vote.
- 4.13 Proxy. A board member who is unable to attend a Board meeting cannot vote by written proxy.
- 4.14 Board Member Attendance. An elected Board member who is absent from three consecutive regular meetings of the Board during a fiscal year is encouraged to reevaluate with the Board Chair his/her commitment to Grace After Fire. The Board may deem that a Board member, who has missed three consecutive meetings without such a reevaluation with the Chair, to have resigned from the Board.

ARTICLE V - OFFICERS

- 5.1 Officers and Duties. The Board shall elect officers of Grace After Fire biennially at the annual meeting which shall include a Chair, a Vice-Chair, a Secretary, a Treasurer, and such assistants and other officers as the Board shall from time to time determine.
- 5.2 Chair. The Chair shall preside at meetings and have the power to call meetings. The Chair shall be responsible for leadership of the Board in discharging its powers and duties and shall, in general supervise and control all of the business and affairs of Grace After Fire.
- 5.3 Vice-Chair. The Vice Chair shall have all powers and duties of the Chair during the Chair's absence, disability, or disqualification, or during any vacancy in the position of the Chair, and such other powers or duties assigned by the Chair, the Board, or the Bylaws.
- 5.4 Secretary. The Secretary shall (a) cause the minutes of Board and Executive Committee meetings and proceedings to be recorded, (b) certify the accuracy of such minutes, (c) cause notice of all meetings to be given, (d) attest the signatures of Grace After Fire's officers and Board members as required, (e) sign correspondence on behalf of the Board and (f) have all other powers assigned by the Board, the Chair, or these Bylaws.
- 5.5 Treasurer. The Treasurer shall interface with Grace After Fire's CPA to review financial statements to be distributed to board members, management, and others.

ARTICLE VI - VOTING

At all meetings, except for the election of officers and directors, all votes shall be by voice. For election of officers, ballots shall be provided and there shall not appear any place on such ballot that might tend to indicate the person who cast such ballot.

At any regular or special meeting, if a majority so requires, any question may be voted upon in the manner and style provided for election of officers and directors.

At all votes by ballot the chairman of such meeting shall, prior to the commencement of balloting, appoint a committee of three who shall act as "Inspectors of Election" and who shall, at the conclusion of such balloting, certify in writing to the Chairman the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting.

No inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

ARTICLE VII – CONFLICT OF INTEREST

Any member of the board who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will vacate his seat and refrain from discussion and voting on said item.

ARTICLE VIII – COMMITTEES

- 8.1 Committee Chairs. The Board of Directors shall appoint members of the organization’s committees. Their term of office shall be for a period of one year or less if sooner terminated by the action of the Board of Directors.
- 8.2. Standing Committees. The Board shall maintain the following standing committees:
Executive Committee and the Clinical Advisory Committee
- 8.2.1 Executive Committee. The Executive Committee shall be composed of the officers of Grace After Fire, the chairs of each of the Board committees and, at the Chair’s discretion, two additional voting Board members. The Executive Committee shall be responsible for conducting Board affairs in the intervals between meetings, dealing with matters or urgency that may arise between Board meetings, and coordinating the annual performance review of the Executive Director. The Executive Committee shall meet at the discretion of the Chair.
- 8.2.2 Clinical Advisory Committee. The composition and role of the committee will be addressed at a future board meeting.
- 8.3 Special Committees. The Chair may appoint special committees composed of Board members and/or non-Board members for purposes deemed appropriate by the Chair. The term of such committees shall not be more than one year.
- 8.4 Term of Office. Each member of a committee shall serve a term of one year, unless the committee is sooner terminated or unless a committee member is removed from such committee.
- 8.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 8.6. Quorum: Manner of Acting. The act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.
- 8.7 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

ARTICLE IX. – MISCELLANEOUS

- 9.1 Fiscal Year. The fiscal year of Grace After Fire shall be from January 1st to December 31st.
- 9.2 Annual Budget. The Board shall adopt an annual operating budget, which specifies major expenditures by type and amount.
- 9.3 Books and Records. Grace After Fire shall keep correct and complete books and accounting records and shall also keep minutes of the proceedings of its Board.

- 9.4 Salaries. The Board of Directors shall hire and fix the compensation of the Executive Director. They will consult with the Executive Director during the budget preparation about the current or proposed staffing structure necessary to carry out business of the organization.

ARTICLE X. – INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS

- 10.1 Right to Indemnification. Grace After Fire shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was a director, officer, or committee member or Grace After Fire, or (ii) while a director, officer, or committee member of Grace After Fire, is or was serving at the request of Grace After Fire as a director, officer, committee member, partner, or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Texas Business Organizations Code (“TBOC”) as the same exists or may hereafter be amended. **TO THE EXTENT PERMITTED BY THEN-APPLICABLE LAW, THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON PURSUANT TO THIS ARTICLE SHALL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF SUCH PERSONS.** Such right shall be a contract right and shall include the right to be paid by Grace After Fire expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the TBOC as the same exists or may hereafter be amended. As used herein, the term “proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.
- 10.2 Reimbursement for Out-of-Pocket Expenses. If a claim for indemnification or advancement of expenses hereunder is not paid in full by Grace After Fire within ninety (90) days after a written claim has been received by Grace After Fire, the claimant may at any time thereafter bring suit against Grace After Fire to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. Such indemnification or advancement of costs of defenses are not permitted under the TBOC, but the burden of proving such defense shall be on Grace After Fire. Neither the failure of Grace After Fire (including its Board of Directors or any committee thereof, special legal counsel, or members, if any) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by Grace After Fire (including its Board of Directors or any committee thereof, special legal counsel, or members, if any) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that indemnification or advancement is not permissible.
- 10.3 Survivorship of Rights to Indemnity. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives.
- 10.4 Insurance. Grace After Fire shall purchase and maintain insurance on behalf of any person who is serving Grace After Fire (or another entity at the request of Grace After Fire) against any liability asserted against her and incurred by her in such a capacity or arising out of her status as such a person, whether or not Grace After Fire would have the power to indemnify her against that liability under these Bylaws or by statute. Notwithstanding the foregoing, no person shall be indemnified pursuant to the provisions of this Article and no insurance may be maintained on

behalf of any person if such indemnification or maintenance of insurance would subject Grace After Fire or such person to income or excise tax under the Code, including any tax asserted under Chapter 42 of the Code. Grace After Fire may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The rights conferred above shall not be exclusive or any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members, if any, or directors, agreement, or otherwise.

ARTICLE XI. - DISSOLUTION

- 11.1 Dissolution. Upon the necessity for the dissolution of Grace After Fire, the Board shall oversee such process and ensure compliance with all relevant provisions of the Texas Non-Profit Corporation Act and other applicable state and federal statutes.
- 11.2 No Rights of Board Member to Assets. Upon Dissolution of Grace After Fire, no Board member shall have any rights nor shall receive any assets of the organization. The assets of Grace After fire are permanently dedicated to a tax-exempt organization for the purposes set forth in the Articles of Incorporation and these Bylaws. In the event of dissolution of Grace After Fire, the assets, after payment of any debts, will be distributed to an organization which itself is tax-exempt under provisions of Section 501 (c)(3) of the Internal Revenue Code.

ARTICLE XII. - AMENDMENTS TO BYLAWS

- 12.1 These By-Laws may be altered, amended, or repealed, and new bylaws may be adopted by an affirmative vote of not less than 50 percent of the Board at any regular meeting or at any special meeting if at least fourteen days' written notice is given of intention to alter, to amend or repeal, or to adopt new bylaws at such meeting, and a written copy of the proposed changes shall be distributed to each Board member prior to the meeting.

These Bylaws as amended were approved at a meeting of the Board of Directors on **October 22, 2018**.

Name _____ **Position:** _____

Signature _____ **Date:** _____