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# NON-PROFIT BYLAWS OF Try2Help

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## PREAMBLE

8 As Authorized (Motion and Action on Motion attached as Appendix 1) by Baruch Hashem  
9 Congregation's Board, "Try2Help" (T2H) is established as an Autonomous Standing Committee of  
10 Baruch Hashem's Board, functioning Autonomously as a Board itself. The following Bylaws shall be  
11 subject to, and governed by, the Non-Profit Corporation Act of Texas and the Articles of Incorporation  
12 of Baruch Hashem Congregation (Hosting Corporation/Organization attached as Appendix 2) hereby  
13 establishes an out-reach ministry T2H. In the event of a direct conflict between the herein contained  
14 provisions of these Bylaws and the mandatory provisions of the Non-Profit Corporation Act of Texas,  
15 said Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict  
16 between the provisions of these Bylaws and the Articles of Incorporation of Hosting  
17 Corporation/Organization, then the Hosting Corporation/Organization Articles and Bylaws shall be  
18 controlling.

19

## ARTICLE 1 - NAME

20  
21 The legal name of this Hosted Organization shall be known as Try2Help, and shall herein be referred to  
22 as Try2Help (T2H)

23

## ARTICLE 2 - PURPOSE

24  
25  
26 The general purposes for which this Ministry, T2H, has been established are as follows:

27  
28 The general purpose for which the Non-Profit out-reach Ministry, T2H, is formed is set forth in the  
29 attached Bylaws and Articles of Incorporation of the Hosting Corporation/Organization.

30  
31 The Hosting Corporation/Organization is/has been established within the meaning of IRS Publication  
32 557 Section 501(c)(3) Organization of the Internal Revenue Code of 1986, as amended (the "Code") or  
33 the corresponding section of any future federal tax code. The Corporation/ Organization's outreach  
34 ministry T2H shall be operated exclusively to create the expectations for followers (Mathew 25:35) of  
35 Jesus Christ to physically demonstrate our love for our fellow man (neighbors). Therefore, T2H is one  
36 such effort of the members of the body of Jesus the Christ (Christians) to cooperatively accomplish this  
37 goal.

38  
39 In addition, this out-reach ministry (T2H) of the Hosting Corporation/Organization has been formed for  
40 the purpose of performing all things incidental to, or appropriate in, the foregoing specific and primary  
41 purposes. However, the Hosting Corporation/Organization and this out-reach ministry shall not, except  
42 to an insubstantial degree, engage in any activity or the exercise of any powers which are not in  
43 furtherance of its primary non-profit purposes.

44  
45 The Hosting Corporation/Organization and this out-reach ministry shall hold and may exercise all such  
46 powers as may be conferred upon any nonprofit organization by the laws of the State of Texas and as  
47 may be necessary or expedient for the administration of the affairs and attainment of the purposes of the

1 Hosting Corporation/Organization and this out-reach ministry. At no time and in no event shall the  
2 Hosting Corporation/Organization and this out-reach ministry participate in any activities which have  
3 not been permitted to be carried out by a Corporation/Organization exempt under Section 501(c) of the  
4 Internal Revenue Code of 1986 (the "Code"), such as certain political and legislative activities.

### 5 6 **ARTICLE 3 - OFFICES**

7  
8 The principal office of this Ministry, T2H, shall be located at 14930 Gateview Dr, San Antonio, Texas  
9 78248. (the home of Board's founding/temporary Chair Robert X. Johnson)

10  
11 This out-reach ministry may have other such offices as the Board of Directors of T2H may determine or  
12 deem necessary, or as the affairs of the T2H need for from time to time, provided that any permanent  
13 change of address for the principal office is properly reported as required by law.

### 14 15 **ARTICLE 4 - DEDICATION OF ASSETS**

16  
17 The properties and assets of the Hosting Corporation/Organization's out-reach ministry, T2H, are  
18 irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or  
19 assets of this Hosting Corporation/ Organization's out-reach ministry, T2H, on dissolution or otherwise,  
20 shall inure to the benefit of any person or any member, director, or officer of this Hosting  
21 Corporation/Organization's out-reach ministry, T2H. On liquidation or dissolution of this out-reach  
22 ministry, T2H, all remaining properties and assets of the Hosting Corporation/Organization's out-reach  
23 ministry, T2H, shall be distributed and paid over to the hosting organization, which is dedicated to non-  
24 profit purposes which has established its tax-exempt status pursuant to Section 501(c) of the Code. Or if  
25 Hosting entity is no longer a Non-Profit entity, then any other Non-Profit entity so situated.

### 26 27 **ARTICLE 5 - BOARD OF DIRECTORS**

28  
29 ***Initial temporary (until voted on) Board and their Title:***

- 30  
31 1. **Robert Xavier Johnson** (RXJ) Chairman of Board, President, Executive Director (ED)

32  
33 Duties/Responsibilities:

- 34  
35 a. To faithfully carry out the directives of the full Board's deliberative decisions.  
36  
37 b. Manager the day-to-day Affairs of T2H.  
38 i. Inclusive of monetary disbursements (in keeping with Board's directives);  
39 ii. Personnel decision(s), *i.e.*, hiring/termination until final disposition of Board is made;  
40 a. Manage and set up all legal requirements associated with having employees;  
41 iii. General planning and implementation of the physical operation (as overall directed by  
42 Board);  
43 iv. Generally, exercise this organization's mission by exercising whatever authority is  
44 needed to accomplish all tasks needing leadership/executive decisions, until Board makes  
45 final decision on any topic.

46  
47 And any other duties herein described below:  
48

1           2. **Carmen Martinez** Board Member, Public Relations, Secretary

2  
3 Duties/Responsibilities:

- 4  
5 a. The public face of T2H (convey the spirit (love in Jesus, service/“wash feet”) to the world) in  
6 accordance with directive of Board and daily guidance of ED;;  
7 i. Media spokesperson;  
8 ii. Relationship contact person, (*i.e.* with other ministries);  
9  
10 b. Appoint/assign whatever help you can get to accomplish your goals;  
11  
12 c. Meeting the Client (those whom T2H hopes to serve both physically and spiritually);  
13 i. Gaining a feel for their needs, to propose listing of priorities for services T2H possibility will  
14 attempt to meet, for the full Board’s Consideration; (all involved will have some varying  
15 level of interface with Clints so consultations with all would be wise for building this report)  
16  
17 ii. Meeting the Volunteers those who can commit to help in some way;  
18 a. Determining the Volunteers roll (Server, Cook, Counselor, Prase and Worship leader,  
19 Security, Driver, *etc.*), level of commitment, dependability.  
20 b. Guiding persons on how to plug in; (make commitments to slots on Web-Calendar)  
21  
22 iii. Meeting the Donors, those who can contribute to funding T2H’s Mission; Determining if,  
23 One-timer, Dependable monthly, Grants *etc.*  
24  
25 iv. The planning by the Board will require detailed reports of T2H’s situation concerning any  
26 area of responsibility in order for Board to set Guidance through informed votes.  
27

28 In essence the initial interface between T2H and anyone else is public relations, afterward they/the  
29 person(s) you’re interfacing with is handed over to the appropriate team member for integration or  
30 service.  
31

- 32 v. Keep the minutes of any Board Meeting(s) or other Meeting as the case may be.  
33 a. Notate: date, time, place/method of meeting;  
34 b. Notate: the Call for the Meeting was sent to all Members;  
35 c. Notate: List Names of Attendees;  
36 d. Notate: that a Quorum is present/or not;  
37 e. Notate: each Main Motion as they arise; (at this point a recording that is transcribed  
38 may suffice)  
39 i. To best of ability Notate the speakers for or against and the various subsidiary  
40 motions that may arise;  
41 f. Notate: date, time, a motion to adjourn *sin die*.  
42

43 And any other duties herein described below:  
44

45 **Joshua Davidson**, Board Member, Treasurer/IT director

46  
47 Duties/Responsibilities:  
48

- g. Maintain the Books of T2H, in accordance with directive of Board and daily guidance of ED:
  - i. Books are to be Open and periodically posting various reports to Web-Site (*i.e.*, balance sheets, income statements, *etc.*);
    - a. Post copies of purchases receipts, so anyone can review how money is being dispersed.
  - b. Build T2H's web presence, in accordance with directive of Board and daily guidance of ED:
    - i. Post various documents:
      - a. Mission Statement and spiritual statement/objectives
      - b. Various letters or Board Member's publishable musings.
    - ii. Post interactive Calander for volunteers to sign up/commit to the various services
    - iii. Post means to Contribute/Donate:
      - a. PayPal, Venmo, Visa/MC, checks/mail, text.
    - iv. Means to Register/make commitment

And any other duties herein described below:

3. **Willian (Bill) Sessums**, Board Member, Field Director

Duties/Responsibilities:

- a. Physically interface with Clients in accordance with directive of Board and daily guidance of ED:
  - i. By insuring (inclusive of training others) services are provided to Clients;
    - a. Such services include, cooking and serving food,
    - b. Distribution of Clothing and other needed items, as available.
  - b. Security as able

4. **Baruch Garica**, Board Member, Spiritual Director

Duties/Responsibilities:

- a. Plan (develop, write or cause to be written) a spiritual outreach statement of T2H, in accordance with directive of Board and daily guidance of ED:
  - i. Counseling or ministering to Clients is a goal of T2H:
    - a. Others will be called upon to assist/volunteer, the Public Relations may send some this way, however how their trained and what is hoped to conveyed is the spiritual leader's task.
  - b. Assign assistants as needed,
  - c. Present to full Board a written report or plan to be voted as T2H's published (to Web-Site) spiritual objectives.

***Ex-Officio Board Members:***

Roi Garica, Head Rabbi of Baruch Hashem Congregation; and  
 All members of Baruch Hashem's Board

1  
2 **General Powers and Responsibilities**

3 The Hosting Corporation/Organization's out-reach ministry, T2H, shall be governed by a Board of  
4 Directors (the "Board"), which shall have all the rights, powers, privileges and limitations of liability of  
5 directors of a nonprofit corporation organized under the Non-Profit Corporation Act of Texas. The  
6 Board shall establish policies and directives governing business and programs of the Hosting  
7 Corporation/Organization's out-reach ministry, T2H, and shall delegate to the Executive Director (ED)  
8 and Hosting Corporation/Organization's out-reach ministry, T2H, staff, subject to the provisions of  
9 these Bylaws, authority and responsibility to see that the policies and directives are appropriately  
10 followed.

11  
12 **Number and Qualifications**

13 The Board shall have up to 25 members, but no fewer than three (3) Board members. The number of  
14 Board members may be increased beyond 25 members by the affirmative vote of a two-thirds majority  
15 of the then-serving Board of Directors (*i.e.*, 17 votes). A Board member need not be a resident of the  
16 State of Texas.

17  
18 In addition to the regular membership of T2H's Board, representatives of such other organizations or  
19 individuals as the Board may deem advisable to elect shall be *Ex-Officio Board Members*, which will  
20 have the same rights (*i.e.*, proposing motions, debating same, and making such other parliamentary  
21 subsidiary motions that may affect the disposition of any main motion) and obligations (*i.e.*, volunteering  
22 to server some capacity or on a committee), except voting powers (inclusive of not voting on subsidiary  
23 motions), as the other directors.

24  
25 **Board Compensation**

26 The Board shall receive no compensation other than for reasonable expenses. However, provided the  
27 compensation structure complies with Sections relating to "Contracts Involving Board Members and/or  
28 Officers" as stipulated under these Bylaws, nothing in these Bylaws shall be construed to preclude any  
29 Board member from serving the Hosting entity or this Ministry in any other capacity and receiving  
30 compensation for services rendered.

31  
32 **Board Elections**

33 Any Board member (including *ex-officio* Board Members) shall present nomination for new and  
34 renewing Board members at any time. before nominations are made and voted on. New and renewing  
35 Board members shall be approved by simple majority of those Board members at a Board meeting at  
36 which a quorum is present.

37  
38 **Term of Board**

39 All appointments to the Board shall be for a term of 6 year(s). No person shall serve more than 10  
40 consecutive terms. No person shall serve more than 60 consecutive years. After serving the maximum  
41 total number of consecutive years on the Board, a member may be eligible for reconsideration as a Board  
42 member after 1 years have passed since the conclusion of such Board member's service.

43  
44 **Vacancies**

45 A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- 46 a) The death, resignation, or removal of any director;  
47 b) The declaration by resolution of the Board of a vacancy in the office of a director who has been  
48 declared of unsound mind by a final order of court, convicted of a felony, found by final order or

1 judgment of any court to have breached a duty pursuant to the Corporation Code and/or Act of  
2 the law dealing with the standards of conduct for a director, or has missed 20 consecutive  
3 meetings of the Board of Directors, or a total of 20 meetings of the Board during any one  
4 calendar year;

5 c) An increase in the authorized number of directors; or

6 d) The failure of the directors, at any annual or other meeting of directors at which  
7 director(s) are to be elected, to elect the full authorized number of directors.

8 The Board of Directors, by way of affirmative vote of a majority of the directors then currently in office,  
9 may remove any director without cause at any regular or special meeting, provided that the director to be  
10 removed has been notified in writing in the manner set forth in Article 5 – Meetings that such action  
11 would be considered at the meeting.

12  
13 Except as provided in this paragraph, any director may resign effective upon giving written notice to the  
14 chair of the Board/President/ED or the secretary of T2H, unless the notice specifies a later time for the  
15 effectiveness of the resignation. If the resignation is effective at a future time, a successor may be  
16 designated to take office when the resignation becomes effective.

17  
18 Any vacancy on the Board may be filled by simple majority of the directors then in office, whether or  
19 not the number of directors then in office is less than a quorum, or by vote of a sole remaining director.  
20 No reduction of the authorized number of directors shall have the effect of removing any director before  
21 that director's term of office expires.

22  
23 A Board member elected to fill a vacancy shall be elected for the unexpired term of his or her  
24 predecessor in office.

### 25 26 **Resignation**

27 Each Board member shall have the right to resign at any time upon written notice thereof to the Chair of  
28 the Board/President/ED or the Secretary of T2H. Unless otherwise specified in the notice, the  
29 resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall take effect  
30 upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

### 31 32 **Removal**

33 A Board member may be removed, with or without cause, at any duly constituted meeting of  
34 the Board, by the affirmative vote of a two-thirds majority of then-serving Board members.

### 35 36 **Meetings**

#### 37 **E-Meeting.**

38 The Board may make decisions via Video Conference (invites on Zoom or Teams, *etc.*) or by  
39 emails. Video Conference can be conducted the same as in person. Emails meeting are restricted  
40 (similar to a special meeting) to only those Motions (spelled out) in the Call for a meeting/vote.  
41 Debate takes the form of “reply all” emails for or against in writing, the maker of any motion  
42 must articulate why. No second required. After one week of time to debate the Chair will seek a  
43 vote.

#### 44 45 **In Person Meetings**

46 The Board's regular meetings may be held at such time and place as shall be determined by the  
47 Board. The Chair/President/ED or any three regular Board members may call a special meeting  
48 (Debate, discussion and votes are limited to topics related in Call, expect that announcement(s)

1 of other topics may be introduced for a later Board meeting) of the Board with two days' written  
2 notice provided to each member of the Board. The notice shall be served upon each Board  
3 member via hand delivery, regular mail, email, or fax. The person(s) authorized to call such  
4 special meetings of the Board may also establish the place the meeting is to be conducted, so  
5 long as it is a reasonable place to hold any special meeting of the Board.  
6

7 **Parliamentary Authority:**

8 The Parliamentary Authority shall be the newest edition of "Robert's Rules of Order Newly  
9 Revised"(RONR). Which is subordinate to any Standing Rules of Order adopted by the Board and These  
10 Bylaws (by simply Majority Vote to adopt a Standing Rule or Suspend any Rule of Order).  
11

12 **Minutes**

13 The Secretary shall be responsible for the recording of all minutes of each and every meeting of the  
14 Board in which business shall be transacted in such order as the Board may determine from time to time.  
15 However, in the event that the Secretary is unavailable, the Chair of the Board shall appoint an  
16 individual to act as Secretary at the meeting. The Secretary, or the individual appointed to act as  
17 Secretary, shall prepare the minutes of the meetings, and shall keep those minutes as record of the  
18 meeting in a minutes book. A copy of the minutes shall be delivered to each Board member(s) via either  
19 regular mail, hand delivered, emailed, or faxed within three business days after the close of each Board  
20 meeting. Or posted to T2H's website.  
21

22 **Action by Written Consent**

23 Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a  
24 meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so  
25 taken shall be signed by all Board members. Such consent shall be placed in the minute book of T2H  
26 and shall have the same force and effect as a vote of the Board taken at an actual meeting. The Board  
27 members' written consent may be executed in multiple copies, each of which shall be deemed an original  
28 for all purposes. In addition, facsimile or electronic signatures or other electronic "consent click"  
29 acknowledgments shall be effective as original signatures.  
30

31 **Quorum**

32 At each meeting of the Board of Directors or Board Committees, the presence of Majority of  
33 membership of persons shall constitute a quorum for the transaction of business. If at any time the  
34 Board consists of an even number of members and a vote results in a tie, then the vote of the Chair of  
35 the Board shall be the deciding vote. The act of the majority of the Board members serving on the  
36 Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the  
37 Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws,  
38 or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members  
39 present may adjourn the meeting from time to time without further notice until a quorum shall be  
40 present. However, a Board member shall be considered present at any meeting of the Board or Board  
41 Committees if during the meeting he or she is present via telephone or web conferencing with the other  
42 Board members participating in the meeting.  
43

44 **Voting**

45 Each Board member shall only have one vote.  
46

47 **Proxy**

48 Members of the Board shall be allowed to vote by written proxy.

1  
2 **Board Member Attendance**

3 An elected Board Member who is absent from 20 consecutive regular meetings of the Board during a  
4 fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to the  
5 T2H. The Board may deem a Board member who has missed 20 consecutive meetings without such a  
6 reevaluation with the Chair, to have resigned from the Board.  
7

8 **ARTICLE 6 - OFFICERS**  
9

10 **Officers and Duties**

11 The Board (The initial Board is established by the Adoption of these Bylaws) shall elect officers of the  
12 T2H which shall include a Chair/President/Executive Director (ED), a Secretary, and such other officers  
13 as the Board may designate by resolution/motion. Article 5 above details the Initial Board and describes  
14 the initial expectations of duties. The same person may hold any number of offices, with the exception  
15 that the Secretary may not serve concurrently as the President. In addition to the duties in accordance  
16 with this Article, officers shall conduct all other duties typically pertaining to their offices and other  
17 such duties which may be required by law, or by these bylaws, subject to control of the Board, and they  
18 shall perform any other such additional duties which the Board may assign to them at their discretion.  
19

20 The officers will be selected by the Board at its annual meeting (The initial Annual Meeting occurs with  
21 the Adoption of these Bylaws, therefore, the subsequent Annual Meetings shall in the Winter months of  
22 November, December or January), and shall serve the needs of the Board. Any officer may be removed  
23 with or without cause by the Board. All officers have the right to resign at any time by providing notice  
24 in writing to the Chair of the Board/President/ED, and/or Secretary. In the alternative, a verbal statement  
25 of resignation (“I quit”; “I’m out”; *etc.*) can be accepted by ED or Secretary, who will subsequently  
26 write out the Verbal Notice Statement and providing it to the Board. All resignations shall become  
27 effective upon the date on which the written notice of resignation is received or at any time later as may  
28 be specified within the resignation; and unless otherwise indicated within the written notice, a stated  
29 acceptance of the resignation shall not be required to make the resignation effective.  
30

31 Any and all vacancies in any office because of death, resignation, disqualification, removal, or for any  
32 other cause, shall be filled in accordance with the herein prescribed Bylaws for regular appointments to  
33 such office.  
34

35 **Chair of the Board (Chief Executive Officer)**

36 It shall be the responsibility of the Chair of the Board, when present, to preside over all meetings of the  
37 Board of Directors and Executive Committee. The Chair of the Board is authorized to execute, in the  
38 name of the T2H, any and all contracts or other documents which may be authorized, either generally or  
39 specifically, by the Board to be executed by the T2H, except when required by law that the President's  
40 signature must be provided.  
41

42 **Vice Chair of the Board**

43 In the absence of the Chair of the Board, or in the event of his/her inability or refusal to act, it shall then  
44 be the responsibility of the Vice Chair of the Board to perform all the duties of the Chair of the Board,  
45 and in doing so, he/she shall have all authority and powers of and shall be subject to all of the  
46 restrictions on the Chair of the Board.  
47

48 **President (Executive Director)**

1 It shall be the responsibility of the President/ED, in general, to supervise and conduct all activities and  
2 operations of the T2H, subject to the control, advice and consent of the Board. The President shall keep  
3 the Board of Directors completely informed, shall freely consult with them in relation to all activities of  
4 the T2H, and shall see that all orders and/or resolutions of the Board are carried out to the effect  
5 intended. The Board of Directors may place the President under a contract of employment where  
6 appropriate. The President shall be empowered to act, speak for, or otherwise represent the T2H (in  
7 addition a Public Relations officer/Board Member has been adopted) between meetings of the Board.  
8 The President shall be responsible for the hiring and firing of all personnel and shall be responsible for  
9 keeping the Board informed at all times of staff performance and for implementing any personnel  
10 policies which may be adopted and implemented by the Board. The President, at all times, is authorized  
11 to contract, receive, deposit, disburse and account for all funds of T2H, to execute in the name of the  
12 T2H all contracts and other documents authorized either generally or specifically by the Board to be  
13 executed by the T2H, and to negotiate any and all material business transactions of the T2H.  
14

### 15 **Vice President**

16 In the absence of the President, or in the event of his/her inability or refusal to act, it shall then  
17 be the responsibility of the Vice President to perform all the duties of the President, and in  
18 doing so shall have all authority and powers of, and shall be subject to all of the restrictions on, the  
19 President.  
20

### 21 **Secretary**

22 The Secretary, or his/her designee, shall be the custodian of all records and documents of the T2H,  
23 which are required to be kept at the principal office of T2H, and shall act as secretary at all meetings of  
24 the Board of Directors, and shall keep the minutes of all such meetings on file in hard copy or electronic  
25 format. S/he shall attend to the giving and serving of all notices of the T2H and shall see that the seal of  
26 the T2H, if any, is affixed to all documents, the execution of which on behalf of the T2H under its seal is  
27 duly authorized in accordance with the provisions of these bylaws.  
28

### 29 **Treasurer (Chief Financial Officer)**

30 It shall be the responsibility of the Treasurer to keep and maintain, or cause to be kept and maintained,  
31 adequate and accurate accounts of all the properties and business transactions of the T2H, including  
32 accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and  
33 other matters customarily included in financial statements.  
34

35 The Treasurer shall be responsible for ensuring the deposit of, or cause to be deposited, all money and  
36 other valuables as may be designated by the Board of Directors. Furthermore, the Treasurer shall  
37 disburse, or cause to be disbursed, the funds of T2H, as may be ordered by the Board of Directors, and  
38 shall render to the Chair of the Board, President, and directors, whenever they request it, an account of  
39 all the Treasurer's transactions as treasurer and of the financial condition of T2H.  
40

41 The Treasurer shall give T2H a bond, if so requested and required by the Board of Directors, in the  
42 amount and with the surety or sureties specified by the Board for faithful performance of the duties of  
43 the Treasurer's office and for restoration to T2H of all its books, papers, vouchers, money and other  
44 property of every kind in the Treasurer's possession or under the Treasurer's control upon the Treasurer's  
45 death, resignation, retirement, or removal from office. The Board of T2H shall pay the cost of such a  
46 bond.  
47

## 48 **ARTICLE 7 - COMMITTEES**

1  
2 **Committees of Directors**

3 The Board of Directors may, from time to time, and by resolution adopted by a majority of the directors  
4 then in office provided that a quorum is present, designate one or more committees to exercise all or a  
5 portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution  
6 of the Board or in these Bylaws. There are TWO types of committees: First an Advisory committee  
7 should be comprised of the broadest possible range of persons, to investigate a topic and make its  
8 recommendation to the Board in the form of a Report, Second, is an implementing committee, which  
9 should only be comprised of those persons whom agree with to purpose to be implemented. This is an  
10 action committee to implement the directives of the Board.

11  
12 Each committee shall consist of at least three (3) persons, and may also include persons who are not on  
13 the Board but whom the directors believe to be reliable and competent to serve at the specific committee.  
14 The Board may designate one or more alternative members of any committee who may replace any  
15 absent member at any meeting of the committee. The appointment of members or alternate members of a  
16 committee requires the vote of a majority of the directors then in office, provided that a quorum is  
17 present. However, no committee, regardless of Board resolution, may:

- 18 a) Approve of any action that, pursuant to applicable Law, would also require the affirmative vote  
19 of the members of the Board if this were a membership vote.
- 20 b) Fill vacancies on, or remove the members of, the Board of Directors or any committee that has  
21 the authority of the Board.
- 22 c) Fix compensation of the directors serving on the Board or on any committee.
- 23 d) Amend or repeal the Articles of Incorporation or Bylaws or adopt new bylaws, standing rules.
- 24 e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so  
25 amendable or repealable.
- 26 f) Appoint any other committees of the Board of Directors or their members.
- 27 g) Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization;  
28 or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of  
29 T2H otherwise than in the usual and regular course of its business; or revoke any such plan.
- 30 h) Approve any self-dealing transaction, except as provided pursuant to Law.

31  
32 Unless otherwise authorized by the Board of Directors, no committee shall bind T2H in a contract or  
33 agreement or expend T2H funds.

34  
35 **Meetings and Actions of Committees**

36 Meetings and actions of all committees shall be governed by, and held and taken in accordance with  
37 these Bylaws, concerning meetings and actions of the directors with such changes in the context of  
38 those bylaws as are necessary to substitute the committee and its members for the Board of Directors  
39 and its members, except that the time for regular meetings of committees may be determined either by  
40 resolution of the Board of Directors or by resolution of the committee. Special meetings of committees  
41 may also be called by resolution of the Board of Directors. Notice of special meetings of committees  
42 shall also be given to any and all alternate members, who shall have the right to attend all meetings of  
43 the committee. Minutes shall be kept for each meeting of any committee and shall be filed with the  
44 T2H records. The Board of Directors may adopt rules not consistent with the provisions of these  
45 Bylaws for the governance of any committee.

46  
47 If a director relies on information prepared by a committee of the Board on which the director does not  
48 serve, the committee must be composed exclusively of any or any combination of (a) directors, (b)

1 directors, persons involved with or employees of T2H whom the director believes to be reliable and  
2 competent in the matters presented, or (c) counsel, independent accountants, or other persons as to  
3 matters which the director believes to be within that person's professional or expert competence.  
4

#### 5 **Executive Committee**

6 The Board may appoint an Executive Committee composed of a minimum of three (3) persons (with the  
7 majority being directors), to serve on the Executive Committee of the Board. The Executive Committee,  
8 unless limited in a resolution of the Board, shall have and may exercise all the authority of the Board in  
9 the management of the business and affairs of T2H between meetings of the Board, provided, however,  
10 that the Executive Committee shall not have the authority of the Board in reference to those matters  
11 enumerated in Article 7 - Committee of Directors. The Secretary of T2H shall send to each director a  
12 summary report of the business conducted in any meeting of the Executive Committee.  
13

14 Initially the Chair/President/ED serves these functions and is the Chair of any Authorized Executive  
15 Committee.  
16

#### 17 **Audit Committee**

18 The Board, at its sole discretion, may create an Audit Committee, which may review any other  
19 committee's operations, and may be composed of one or more persons, including persons other than  
20 directors of the T2H. The Audit Committee shall make recommendations to the Board of Directors  
21 regarding the hiring and termination of an auditor, who shall be an independent certified public  
22 accountant, and may be authorized by the Board to negotiate the auditor's salary. The Audit Committee  
23 shall consult with the auditor to assure its members that the financial affairs of T2H are in order, and  
24 after review shall determine whether to accept the audit. It shall also be the responsibility of the Audit  
25 Committee to ensure that the auditor's firm adheres to the standards for auditor independence, as set  
26 forth in the latest version of the Government Auditing Standards, which have been published by the  
27 Comptroller General of the United States, or any standards established and published by the Attorney  
28 General of Texas. The membership of the Audit Committee, if created, shall not include the following  
29 persons:

- 30 a) The Chair of the Board of Directors;
- 31 b) The Treasurer of T2H;
- 32 c) Any employee of T2H; or
- 33 d) Any person with a material financial interest in any entity doing business with T2H.  
34

35 Initially the Treasurer serves this function  
36

#### 37 **Finance Committee**

38 The Finance Committee, if created, shall be responsible for making sure T2H's financial reports are  
39 accurate. It shall also oversee the budget and perform other duties like establishing reserve funds, lines  
40 of credit and investments. In the event that the Board should create a Finance Committee, the members  
41 of said Finance Committee must comprise less than one-half (1/2) of the membership of the Audit  
42 Committee, and the Chair of the Finance Committee shall not serve on the Audit Committee.  
43

44 Initially the Treasurer serves this function  
45

#### 46 **Communications and Public Relations Committee**

1 If created, a Communications Committee shall handle all matters that relate to communicating with  
2 donors, stakeholders and others. This Committee shall also oversee all newsletters, official  
3 communications, social media platforms, online presence and contacts with the media.

4  
5 Initially the Public Relations Director serves this function

6  
7 **Fundraising Committee**

8 The Board, at its sole discretion, may create a Fundraising Committee which shall ensure and contribute  
9 well-planned fundraising initiatives for T2H. In addition this Committee shall identify potential sources  
10 of funds, take an active role in enhancing the Board's awareness of fundraising opportunities, explore  
11 opportunities for enhanced public relations and fundraising, and provide an annual review of the  
12 performance of T2H's fundraising plan.

13  
14 Initially the Treasurer serves this function

15  
16 **ARTICLE 8 - STANDARD OF CARE**

17  
18 **General**

19 A director shall perform all the duties of a director, including, but not limited to, duties as a member of  
20 any committee of the Board on which the director may serve, in such a manner as the director deems to  
21 be in the best interest of T2H and with such care, including reasonable inquiry, as an ordinary, prudent,  
22 and reasonable person in a similar situation may exercise under similar circumstances.

23  
24 In the performance of the duties of a director, a director shall be entitled to rely on information,  
25 opinions, reports, or statements, including financial statements and other financial data, in each case  
26 prepared or presented by:

- 27 a) One or more officers or employees of T2H whom the director deems to be reliable and  
28 competent in the matters presented;
- 29 b) Counsel, independent accountants, or other persons, as to the matters which the director  
30 deems to be within such person's professional or expert competence; or
- 31 c) A committee of the Board upon which the director does not serve, as to matters within its  
32 designated authority, which committee the director deems to merit confidence,

33 so long as in any such case the director acts in good faith, after reasonable inquiry when the need may be  
34 indicated by the circumstances, and without knowledge that would cause such reliance to be  
35 unwarranted.

36 Except as herein provided in Article 8 - Standard of Care, any person who performs the duties of a  
37 director in accordance with the above shall have no liability based upon any failure or alleged failure to  
38 discharge that person's obligations as a director, including, without limitation of the following, any  
39 actions or omissions which exceed or defeat a public or charitable purpose to which T2H, or assets held  
40 by it, are dedicated.

41  
42 **Loans**

43 T2H shall not make any loan of money or property to, or guarantee the obligation of, any director or  
44 officer, unless approved by the Texas Attorney General; provided, however, that T2H may advance  
45 money to a director or officer of T2H or any subsidiary for expenses reasonably anticipated to be  
46 incurred in the performance of the duties of such officer or director so long as such individual would be  
47 entitled to be reimbursed for such expenses absent that advance.

1 **Conflict of Interest**

2 The purpose of the Conflict of Interest policy is to protect T2H's interest when it is contemplating  
3 entering into a transaction or arrangement that might benefit the private interest of one of its officers or  
4 directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended  
5 to supplement but not replace any applicable state and federal laws governing conflict of interest  
6 applicable to nonprofit and charitable corporations/organizations and is not intended as an exclusive  
7 statement of responsibilities.  
8

9 **Restriction on Interested Directors**

10 Not more than Zero% (percent) of the persons serving on the Board of Directors at any time may be  
11 interested persons. An interested person is (1) any person currently being compensated by T2H for  
12 services rendered to it within the previous twelve (12) months, whether as a full-time or part-time  
13 employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a  
14 director; and (2) any brother, sister, parent, ancestor, descendant, spouse, brother-in-law, sister-in-law,  
15 son-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions  
16 of this section shall not affect the validity or enforceability of any transaction entered into by the  
17 interested person.  
18

19 **Duty to Disclose**

20 In connection with any actual or possible conflict of interest, an interested person must disclose the  
21 existence of the financial interest and be given the opportunity to disclose all material facts to the  
22 directors who are considering the proposed transaction or arrangement.  
23

24 **Establishing a Conflict of Interest**

25 After the disclosure of the financial interest and all material facts, and after any discussion with the  
26 interested person, the interested person shall leave the Board meeting while the potential conflict of  
27 interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest  
28 exists.  
29

30 **Addressing a Conflict of Interest**

31 In the event that the Board should establish that a proposed transaction or arrangement  
32 establishes a conflict of interest, the Board shall then proceed with the following actions:

- 33 a) Any interested person may render a request or report at the Board meeting, but upon  
34 completion of said request or report the individual shall be excused while the Board discusses  
35 the information and/or material presented and then votes on the transaction or arrangement  
36 proposed involving the possible conflict of interest.
- 37 b) The Chair of the Board shall, if deemed necessary and appropriate, appoint a  
38 disinterested person or committee to investigate alternatives to the proposed  
39 transaction or arrangement.
- 40 c) After exercising due diligence, the Board shall determine whether T2H can obtain with  
41 reasonable efforts a more advantageous transaction or arrangement from a person or entity that  
42 would not give rise to a conflict of interest.
- 43 d) If a more advantageous transaction or arrangement is not reasonably possible under  
44 circumstances not producing a conflict of interest, the Board shall determine by a majority vote  
45 of the disinterested directors whether the transaction or arrangement is in the best interest of  
46 T2H, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to  
47 whether to enter into the transaction arrangement in conformity with this determination.  
48

1 **Violations of Conflict of Interest Policy**

2 Should the Board have reasonable cause to believe an interested person has failed to disclose actual or  
3 possible conflicts of interest, the Board shall then inform the interested person of the basis for such  
4 belief and afford the interested person an opportunity to explain the alleged failure to disclose.  
5

6 If, after hearing the interested person's explanation, and after making further investigation as may be  
7 warranted in consideration of the circumstances, the Board determines the interested person  
8 intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate  
9 disciplinary and corrective action.  
10

11 **Procedures and Records**

12 All minutes of the Board Meetings, when applicable, shall contain the following information:

- 13 a) The names of all the persons who disclosed or otherwise were found to have a  
14 financial interest in connection with an actual or possible conflict of interest, the nature of the  
15 financial interest, any action taken to determine whether a conflict of interest was present, and the  
16 Board's decision as to whether a conflict of interest in fact existed.  
17 b) The names of the persons who were present for discussions and any votes relating to the  
18 transaction or arrangement, the content of the discussions, including any alternatives to the  
19 proposed transaction or arrangement, and a record of any vote taken in connection with the  
20 proceedings.  
21

22 **Acknowledgement of Conflict of Interest Policy**

23 Each director, principal officer, and member of a committee with Board delegated powers  
24 shall be required to sign a statement which affirms that such person:

- 25 a) Has received a copy of the conflict of interest policy;  
26 b) Has read and understands the policy;  
27 c) Has agreed to comply with the policy; and  
28 d) Understands that the Hosting Corporation/Organization is charitable, and in order to maintain  
29 its federal tax exemption, it must engage primarily in activities which accomplish one or more  
30 of its tax-exempt purposes.  
31

32 **Violation of Loyalty - Self-Dealing Contracts**

33 A self-dealing contract is any contract or transaction (i) between T2H  
34 and one or more of its Directors, or between T2H and any corporation, firm, or association in  
35 which one or more of the Directors has a material financial interest ("Interested Director"), or (ii)  
36 between T2H and a corporation, firm, or association of which one or more of its directors are Directors  
37 of T2H. Said self-dealing shall not be void or voidable because such Director(s) of corporation, firm, or  
38 association are parties or because said Director(s) are present at the meeting of the Board of Directors or  
39 committee which authorizes, approves or ratifies the self-dealing contract, if:

- 40 a) All material facts are fully disclosed to or otherwise known by the members of the Board and the  
41 self-dealing contract is approved by the Interested Director in good faith (without including the  
42 vote of any membership owned by said Interested Director(s));  
43 b) All material facts are fully disclosed to or otherwise known by the Board of Directors or  
44 committee, and the Board of Directors or committee authorizes, approves, or ratifies the self-  
45 dealing contract in good faith—without counting the vote of the Interested Director(s)—and the  
46 contract is just and reasonable as T2H at the time it is authorized, approved, or ratified; or

1 c) As to contracts not approved as provided in above sections (a) and/or (b), the person asserting  
2 the validity of the self-dealing contract sustains the burden of proving that the contract was just  
3 and reasonable as T2H at the time it was authorized, approved, or ratified.  
4

5 Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the  
6 Board of Directors or a committee thereof, which authorizes, approves, or ratifies a contract or  
7 transaction as provided for and contained in this section.  
8

9 **Indemnification**

10 To the fullest extent permitted by law, T2H shall indemnify its "agents," as described by law, including  
11 its directors, officers, employees and volunteers, and including persons formerly occupying any such  
12 position, and their heirs, executors and administrators, against all expenses, judgments, fines,  
13 settlements, and other amounts actually and reasonably incurred by them in connection with any  
14 "proceeding," and including any action by or in the right of T2H, by reason of the fact that the person is  
15 or was a person as described in the Non-Profit Corporation Act. Such right of indemnification, shall not  
16 be deemed exclusive of any other right to which such persons may be entitled apart from this Article.  
17

18 To the fullest extent permitted by law, and, except as otherwise determined by the Board in a specific  
19 instance, expenses incurred by a person seeking indemnification in defending any "proceeding" shall be  
20 advanced by T2H of an undertaking by or on behalf of that person to repay such amount unless it is  
21 ultimately determined that the person is entitled to be indemnified by T2H for those expenses.  
22

23 T2H shall have the power to purchase and maintain insurance on behalf of any agent of T2H, to the  
24 fullest extent permitted by law, against any liability asserted against or incurred by the agent in such  
25 capacity or arising out of the agent's status as such, or to give other indemnification to the extent  
26 permitted by law.  
27

28 **ARTICLE 9 - EXECUTION OF CORPORATE INSTRUMENTS**

29  
30 **Execution of Corporate Instruments**

31 The Board of Directors may, at its discretion, determine the method and designate the signatory officer or  
32 officers, or other person or persons, to execute any corporate instrument or document, or to sign the  
33 corporate name without limitation, except when otherwise provided by law, and such execution or  
34 signature shall be binding upon T2H.  
35

36 Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal  
37 contracts of T2H, promissory notes, deeds of trust, mortgages, other evidences of indebtedness of T2H,  
38 other corporate/ organization instruments or documents, memberships in other  
39 corporations/organizations, and certificates of shares of stock owned by T2H shall be executed, signed,  
40 and/or endorsed by the Chairman.  
41

42 All checks and drafts drawn on banks or other depositories on funds to the credit of T2H, or in special  
43 accounts of T2H, shall be signed by such person or persons as the Board of Directors shall authorize to  
44 do so.  
45

46 **Loans and Contracts**

47 No loans or advances shall be contracted on behalf of T2H and no note or other evidence of  
48 indebtedness shall be issued in its name unless and except upon three fourths (3/4) vote of the Board,

1 T2H shall not entertain any motion/resolution to spend funds not in hand, (i.e., no long term loans, leases,  
2 or other financial commitments). Without the express and specific authorization of the Board, no officer  
3 or other agent of T2H may enter into any contract or execute and deliver any instrument in the name of  
4 and on behalf of T2H.

5  
6 **ARTICLE 10 - RECORDS AND REPORTS**  
7

8 **Maintenance and Inspection of Articles and Bylaws**

9 T2H shall keep its reports, Minutes, Bylaws as amended to date, and any official documents on its  
10 online website , which shall be open to inspection by the public and directors at all reasonable times.

11  
12 **Maintenance and Inspection of Federal Tax Exemption Application and Annual Information**  
13 **Returns**

14 T2H shall keep on its website a copy of its federal tax exemption application and its annual information  
15 returns for three years from their date of filing, which shall be open to public inspection and copying to  
16 the extent required by law.

17  
18 **Maintenance and Inspection of Other Corporate Records**

19 T2H shall keep adequate and correct books and records of accounts and written minutes of the  
20 proceedings of the Board and committees of the Board. All such records shall be kept at a place or  
21 places as designated by the Board and committees of the Board, or in the absence of such designation, at  
22 the principal office of T2H or on website. The minutes shall be kept in written or typed form, and other  
23 books and records shall be kept either in written or typed form or in any form capable of being  
24 converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of  
25 T2H shall turn over to his or her successor or the Chair of the Board or President, in good order, such  
26 T2H monies, books, records, minutes, lists, documents, contracts or other property of T2H as have been  
27 in the custody of such officer, employee, or agent during his or her term of office.

28  
29 Every director shall have the absolute right at any reasonable time to inspect all books, records, and  
30 documents of every kind and the physical properties of T2H and each of its subsidiary  
31 corporations/organizations. The inspection may be made in person or by an agent or attorney, and shall  
32 include the right to copy and make extracts of documents. Publishing all such documents to WebSite is  
33 sufficient for any and all request for documents.

34  
35 **Preparation of Annual Financial Statements**

36 T2H shall prepare annual financial statements using generally accepted accounting principles (GAAP).  
37 Such statements shall be audited by an independent certified public accountant, in conformity with  
38 GAAP. T2H shall make these financial statements available to the Texas Attorney General and members  
39 of the public for inspection no later than 30 days after the close of the fiscal year to which the statements  
40 relate.

41  
42 **Reports**

43 The Board shall ensure an annual report is sent to all directors within 30 days after the end of  
44 the fiscal year of T2H, which shall contain the following information:

- 45 a) The assets and liabilities, including trust funds, of T2H at the end of the fiscal year.
- 46 b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- 47 c) The expenses or disbursements of T2H for both general and restricted purposes during the  
48 fiscal year.

- 1 d) The information required by the Non-Profit Corporation Act concerning certain self-dealing  
2 transactions involving more than \$50,000.00 or indemnifications involving more than  
3 \$10,000.00 which took place during the fiscal year.  
4

5 The report shall be accompanied by any pertinent report from an independent accountant or, if there is  
6 no such report, the certificate of an authorized officer of T2H that such statements were prepared  
7 without audit from the books and records of T2H.  
8

9 **ARTICLE 11 - FISCAL YEAR**

10 The fiscal year for T2H shall end on December 31.  
11

12 **ARTICLE 12 - AMENDMENTS AND REVISIONS**

13 These Bylaws may be adopted, amended, or repealed by a two-thirds majority of the directors then in  
14 office. (parliamentary note: a Board Member may make the subsidiary motion to “Suspend the Rules”  
15 for a specific purpose, which is adoptable by simple majority vote) Such action is authorized only at a  
16 duly called and held meeting of the Board of Directors for which written notice of such meeting, setting  
17 forth the proposed bylaw revisions with explanations therefore, is given in accordance with these  
18 Bylaws. If any provision of these Bylaws requires the vote of a larger portion of the Board than is  
19 otherwise required by law, that provision may not be altered, amended or repealed by that greater vote.  
20  
21

22 **ARTICLE 13 - CORPORATE/ORGANIZATION SEAL**

23 The Board of Directors may adopt, use, and alter a organization seal. The seal shall be kept at the  
24 principal office of T2H. Failure to affix the seal to any organization instrument, however, shall not affect  
25 the validity of that instrument. (At time of adoption of these Bylaws no seal exist)  
26  
27

28 **ARTICLE 14 - CONSTRUCTION AND DEFINITIONS**

29 Unless the context otherwise requires, the general provisions, rules of construction, and definitions  
30 contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction  
31 of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the  
32 feminine and neuter, the singular number includes the plural and the plural number includes the singular,  
33 and the term "person" includes a Corporation/ Organization as well as a natural person. If any competent  
34 court of law shall deem any portion of these Bylaws invalid or inoperative, then so far as is reasonable  
35 and possible (i) the remainder of these Bylaws shall be considered valid and operative, and (ii) effect  
36 shall be given to the intent manifested by the portion deemed invalid or inoperative.  
37  
38

39 **CERTIFICATE OF SECRETARY**

40 I, Carmen Martinez, certify that I am the current elected and acting Secretary of T2H, and the above  
41 Bylaws are the bylaws of this Organization as adopted by the Board of Directors on [insert date], and  
42 that they have not been amended or modified since the date above.  
43  
44

45 *EXECUTED* on this \_\_\_\_ day of \_\_\_\_\_, in the County of  
46 Bexar in the State of Texas.  
47  
48

1  
2  
3 \_\_\_\_\_  
4 (Duly Elected Secretary)

Draft only