

**AMENDED AND RESTATED
BY-LAWS OF
Organizing Neighborhood Equity**

(a non-profit corporation formed under the District of Columbia Nonprofit Corporation Act)

ARTICLE I

PURPOSE

Section 1.0 *Purpose.* The purpose of Organizing Neighborhood Equity (“ONE”) is exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any corresponding provisions of succeeding law, by engaging in community organizing and popular education initiatives that include One Right To Income, One Right To Land and One Right to Housing, which interventions involve work in the areas of economic equity, affordable housing for all DC residents, living wage job training, business and cooperative development and operations, equal access to opportunities and tenant organizing for ownership, and creating and preserving racial and economic equity in the Shaw neighborhood as well as throughout the District of Columbia, including without limitation, tenant purchases, housing cooperatives, affordable housing development, worker cooperative training and worker owned cooperatives, as more specifically set forth in ONE’s Articles of Incorporation, as amended.

ARTICLE II

MEMBERS

Section 2.1 *Membership Certificates.* The Shared Leadership Team may, but need not, cause to be issued certificates to evidence membership in ONE. The fact that ONE is a District of Columbia nonprofit corporation shall be noted conspicuously on the face or back of any membership certificate which may be issued. Membership certificates, if issued, shall bear the signature or facsimile signature of the officer or officers designated by the Shared Leadership Team.

Section 2.2 *Membership.* ONE shall have two classes of members (the “Members”). The class, qualifications and eligibility for membership and the manner of admission into membership are:

A. RESIDENT MEMBERS

- Residency in the District of Columbia,
- At least 18 years of age,
- Support of ONE’s values, work and mission, and
- Payment of annual ONE dues (or approved equivalent volunteer time), the amount of which is determined by the Shared Leadership Team.

B. NON-RESIDENT MEMBERS

- Residency outside of the District of Columbia
- At least 18 years of age,
- Support of ONE's values, work and mission, and
- Payment of annual ONE dues (or approved equivalent volunteer time), the amount of which is determined by the Shared Leadership Team.

A vote by a Resident Member will be counted as two (2) votes of a Member. A vote of a Non-Resident Member will be counted as one (1) vote of a Member.

Section 2.3 *Record Date For Members.* For the purpose of determining the Members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of any other action, the Shared Leadership Team may fix, in advance, a date as the record date for any such determination of Members. Any such record date shall not be more than sixty (60) days and not less than ten (10) days before the date of such meeting or such consent or dissent or other action by the members, as the case may be.

Section 2.4 *Meaning of Certain Terms.* As used herein in respect of the right to notice of a meeting of Members or a waiver thereof or to participate or vote thereat or to consent or dissent in writing in lieu of a meeting, as the case may be, the term "membership" or "memberships" or "Member" or "Members" refers to an outstanding membership or memberships of record and in good standing.

Section 2.5 *Membership Meetings.*

- **Time.**

Annual Meeting. An annual meeting shall be held during the first (1st) fiscal quarter of each year, unless another date is specified by the Shared Leadership Team, for the purposes of electing certain Directors (as described in Article III below), and transacting such other business as may properly be brought before such meeting. Annual meetings shall be open to the general public, but only Members whose names appear on the membership list may vote at such meetings on matters put before the Members for a vote. ONE shall make records and minutes of such meetings available at reasonable times to all Members (but not the general public) for inspection. The chair(s) of the Shared Leadership Team (the "Chair") shall preside over the annual meeting.

Special Meetings. A special meeting shall be held on the date fixed by the Shared Leadership Team. At any special meeting, only business referred to in the notice of such meeting may be transacted. Special meetings shall be open to the general public, but only Members whose names appear on the membership list may vote at such meetings on matters put before the Members for a vote. The Corporation shall make records and minutes of such meetings available at reasonable times to all Members (but not the general public) for inspection. A Chair shall preside over all special meetings.

- **Place.** Annual and special meetings shall be held at such place, within or without the District of Columbia, as the Directors may, from time to time, fix. Whenever the Shared Leadership Team shall fail to fix such place, or whenever Members entitled to call or convene a special meeting shall convene the same, the meeting shall be held at the registered office of ONE in the District of Columbia.

- **Call.** Annual meetings or special meetings may be called by the Shared Leadership Team. Special meetings may be called by no less than twenty percent (20%) of the Members.

- **Notice or Actual or Constructive Waiver of Notice.** Written or printed notice stating the place, day, and hour of each meeting and, in the case of a special meeting, the purpose or purposes for which such meeting is called, shall be delivered not less than ten (10) days and not more than sixty (60) days before the date of such meeting, either personally or by mail or electronic communication (i.e., email) to each Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of ONE, with postage thereon prepaid. If by electronic communication, such notice shall be deemed to be delivered when such electronic communication is sent from a device (such as a computer) that is connected to the internet or similar electronic communication system and the electronic communication does not return to the sender as undeliverable. The notice of any annual or special meeting shall include, or be accompanied by, any additional statements or information prescribed by the District of Columbia Nonprofit Corporation Act of 2010, as amended. Whenever any notice is required to be given to any Member, a waiver thereof in writing signed by such Member, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Presence of a Member at a meeting without objecting to the holding thereof shall also be deemed to be a waiver of notice by any such member.

- **Inspectors - Appointment.** The Shared Leadership Team, in advance of any meeting, may, but need not, appoint one or more inspectors to act at the meeting or any adjournment thereof. If an inspector or inspectors are not appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors. In case any person who may be appointed as an inspector fails to appear or act, the vacancy may be filled by appointment made by the Shared Leadership Team in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, if any, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability. The inspectors, if any, shall determine the number of membership certificates, if any, the number and class of memberships outstanding and the voting power of each, the number of memberships represented by each class at the meeting, the existence of a quorum, and shall receive votes, ballots, if any, or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots, if any, or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all Members.

- **Quorum.** The presence in person of at least twenty (20) Members on record as of the record date described above in which the majority of such Members are Resident Members shall constitute a quorum for the transaction of business at any meeting. The announcement of a quorum by the person presiding at the meeting shall constitute a conclusive determination that a quorum is present. The absence of such an announcement shall have no significance. If a meeting cannot be organized because a quorum has not been attained, those present may, by a majority vote, without providing further notice thereof, adjourn the meeting from time to time until a quorum is present, whereupon any business may be transacted that may have been transacted at the meeting as originally called.

- **Voting.** Each Member shall be entitled to vote in all matters that are required or permitted to be submitted to the membership, including the election of Directors of the Shared Leadership Team, as further described in Section 3.3 of the Bylaws. A vote by a Resident Member will be counted as two (2) votes of a Member and a vote of a Non-Resident Member will be counted as one (1) vote of a Member. A Member must vote in person at any meeting of the Members and may not vote by proxy. In the election of Directors, a plurality of the votes cast at a meeting at which a quorum is present shall elect. Except as may otherwise be provided by the District of Columbia Nonprofit Corporation Act of 2010, as amended, the Articles of Incorporation or these Bylaws, the affirmative vote of a majority of the votes entitled to be cast by the Members at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members; provided that the Members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

ARTICLE III

SHARED LEADERSHIP TEAM

Section 3.1 *Powers of the Shared Leadership Team.* All of the powers, business and affairs of ONE shall be directed by the Shared Leadership Team, which is equivalent to the Board of Directors as specified in the District of Columbia Nonprofit Corporation Act of 2010, as amended. The Shared Leadership Team includes the Directors who are elected or appointed as further described in Section 3.3 of the Bylaws and “Senior Staff.” Senior Staff are employees of ONE who are elected by the Directors of the Shared Leadership Team as Senior Staff. The Shared Leadership Team shall manage the affairs of ONE.

A National Advisory Committee may be formed as determined by the Shared Leadership Team to provide counsel and support to the Shared Leadership Team regarding activities of ONE.

Section 3.2 *Number of Directors.* The initial number of Directors shall be five (5). The number of Directors constituting the Shared Leadership Team shall be nine (9); however, the number of Directors may be increased or decreased by an amendment to

these Bylaws, except that no decrease shall affect the tenure of office of any incumbent Director.

Section 3.3 Election, Term and Qualifications of Directors. The initial Shared Leadership Team shall be comprised of those Directors named in the Articles of Incorporation. Thereafter, six (6) Directors will be appointed by the existing Shared Leadership Team and an additional three (3) Directors will be elected by the Members in accordance with the procedures set forth above. Each of the Directors elected by the Members will be a Resident Member and up to one Non-Regional Director may be appointed by the existing Shared Leadership Team. Each Director will serve a term of three (3) years. An individual must have the following qualifications before being appointed or elected as a Director of the Shared Leadership Team:

- (1) Be a resident of the District of Columbia, except for up to one (1) Non-Resident Director,
- (2) Be a Member for at least 6 months and current in the payment of membership dues,
- (3) Complete ONE leadership and capacity training, and
- (4) Demonstrate commitment to ONE's values, work and mission as demonstrated by volunteer work with ONE and through an interview process with the Shared Leadership Team.

Section 3.4 Newly Created Directorships and Vacancies. Vacancies in the Directors (including vacancies resulting from an increase in the number of Directors) may be filled at any annual, regular or special meeting of the Shared Leadership Team. All vacancies in the Directors may be filled by the affirmative vote of a majority of the remaining Directors even though less than a majority of the Directors may remain on the Shared Leadership Team. A Director elected to fill a vacancy shall serve for the remainder of the term of the vacant position. Nominations for new Directors may be received from present Shared Leadership Team members and members of ONE.

Section 3.5 Removal of Directors. Any one or more Directors may be removed for cause at any time by the action of the other Directors at a meeting of the Directors of the Shared Leadership Team called expressly for that purpose. "For cause" shall include, but not be limited to (i) excess absences, (ii) failure to actively participate on the Shared Leadership Team, which minimum requirements of active participation shall be determined by resolution of the Shared Leadership Team, (iii) failure to adhere to the Shared Leadership Team's conflict of interests policy, including failure to disclose any such conflict, (iii) receiving a personal pecuniary benefit and/or having any member of his/her family receive a personal pecuniary benefit from service on the Shared Leadership Team, (iv) actions inimical to the vision, mission or values of ONE, or (v) failure to be a resident of the District of Columbia, except if such person is serving as a Non-Resident Director. A Senior Staff person who is on the Shared Leadership Team shall automatically be removed as Senior Staff when such person is no longer employed by ONE or is determined by the Directors to have acted in such an adverse manner that such person should no longer be considered to be deemed a Senior Staff person.

Section 3.6 Resignation and Termination. Except as otherwise required by law, a Director may resign at any time upon written notice to the Secretary or Chair of ONE. Such resignation shall take effect on the date the notice was delivered to the Secretary or Chair, as applicable. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

Section 3.7 Leave of Absence. A Director shall be allowed a leave of absence from serving on the Shared Leadership Team of up to three (3) months upon such Director providing written notice to the Secretary or Chair of ONE, which notice specifies the reason that such Director is incapacitated from serving as a Director and the time period that such Director expects to be incapacitated. If a Director expects to be incapacitated for longer than three (3) months or if the Director who has already been provided with a leave of absence determined that her/his incapacitation will last beyond the initial three (3) month period of such shorter period that such Director provided notice for in her/his initial notice for a leave of absence, such Director will only be provided with a longer leave of absence upon the approval of the remaining persons of the Shared Leadership Team.

Section 3.8 Quorum of Shared Leadership Team or Directors and Action by the Shared Leadership Team. Unless a greater proportion is required by law, by the Articles of Incorporation or by these Bylaws, a majority of the entire Shared Leadership Team shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business. In the absence of a quorum, a majority of those present may adjourn the meeting.

Except as otherwise provided by law or by the Articles of Incorporation or by these Bylaws, the action of a majority of the persons on the Shared Leadership Team who are present at a meeting at which a quorum is present shall be the action of the Shared Leadership Team; provided however that an affirmative vote of seventy-five percent (75%) of the Shared Leadership Team is required for changes to the mission of ONE.

For any action that requires the approval of only the Directors, a majority of the Directors present at such meeting shall be necessary and sufficient to constitute a quorum.

Section 3.9 Meetings of the Shared Leadership Team. An annual meeting of the Shared Leadership Team shall be held each year within thirty (30) days after the annual meeting of the Members specified in Section 2.5 of these Bylaws at such time and place as shall be fixed by the Shared Leadership Team for the election of the Officers and Directors and for the transaction of such other business as may properly come before the meeting.

In addition to the annual meeting, there shall be no less than four meetings of the Shared Leadership Team per year, and extra meetings shall be held as determined by the Shared Leadership Team. Notice of said meetings shall be posted by the Secretary no later than seven (7) days before the meeting date for both the annual meeting and regular meetings.

Special meetings of the Shared Leadership Team may be called at any time by a Chair or upon written request by any two Directors. Notice of all special meetings shall be given to each Director three (3) days prior to date of any such special meeting.

Meetings of the Shared Leadership Team may be held at any place in or out of the District of Columbia as may be fixed in the notice of meeting for regular or special meetings. A notice need not state the business to be transacted at or the purpose of any regular or special meeting of the Shared Leadership Team, except where a meeting may be called expressly for the removal of a Director.

Section 3.10 *Informal Action by the Shared Leadership Team or Directors.* Any action required or permitted to be taken at any meeting of the Shared Leadership Team or of the Directors may be taken without a meeting if an unanimous written consent which sets forth the action to be addressed (i) is signed by each member of the Shared Leadership Team or Directors, respectively, and (ii) is filed with the minutes of proceedings of the Shared Leadership Team. Such consent in writing shall have the same force and effect as an unanimous vote, and may be described as such in any document executed by ONE. A signed written consent sent via electronic communication is considered a valid written consent of that person of the Shared Leadership Team.

Except as otherwise provided by law or restricted by the Articles of Incorporation or these Bylaws, members of the Shared Leadership Team may participate in a meeting by means of conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence in person at the meeting.

Section 3.11 *No Compensation of Directors.* ONE shall not pay any compensation to Directors for services rendered to ONE as Directors, except that Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties to ONE, in reasonable amounts as approved by a majority of the entire Shared Leadership Team.

ARTICLE IV

COMMITTEES

Section 4.1 *Committees.* The Shared Leadership Team, by resolution adopted by a majority of Directors in office, may appoint one or more standing and special advisory committees as it shall determine to be in the best interest of ONE. Such committees shall consist of one or more Directors and such other persons as the Shared Leadership Team may determine, except that the chair or co-chair of any such committee shall be a Director. The Shared Leadership Team shall determine the duties, powers and composition of such committees, except that the Shared Leadership Team shall not delegate to such committees those duties or powers which by law, by the Articles of Organization, or by these Bylaws may not be delegated. Except as the Shared Leadership

Team may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided in such rules, its business shall be conducted so far as possible in the same manner as is provided by these Bylaws for meetings of the Shared Leadership Team. The Shared Leadership Team shall have power at any time to fill vacancies in, change the membership of, or discharge any such committee at any time. Any action taken by any committee shall be consistent with the purposes of ONE, as described in Section 1.0 above.

Committees, including the Standing committees described below, that include committee members who are not members of the Shared Leadership Team are only advisory to and may make recommendations to the Shared Leadership Team, but must execute ONE policies and decisions adopted by the ONE membership and the Shared Leadership Team.

Section 4.2 Standing Committees. The Shared Leadership Team does hereby appoint the following standing Committees:

A. Organizing & Member Development Committee. The purpose of the Organizing & Member Development Committee is to engage in ONE's organizing, political education and policy work by collaborating with the membership, developing and implementing organizing strategies around ONE's three main pillars: Right to Land/Housing, right to Income and Right to Wellness, and orient, increase and mobilize ONE's membership, through outreach, updates and organizing. In addition, the committee will review the criteria for membership on a periodic basis, address questions surrounding membership and increase the membership of ONE. This committee is advisory to the Shared Leadership Team and may be composed of Directors, staff, interns, members and third parties.

B. Resource Development Committee. The purpose of the Resource Development Committee is to develop and implement a fundraising strategy, propose and prepare grant applications for ONE, solicit funds from individual donors and engage in other ways of obtaining revenue and resources to support ONE. This committee is advisory to the Shared Leadership Team and may be composed of Directors, staff, interns, members and third parties.

C. Administration and Organizational Management Committee. The purpose of the Administration and Organizational Management Committee is to oversee ONE's organizational and administrative functions, including without limitation, work space, equipment, payroll, publication, website and employees. The committee is also responsible for coordinating, as needed, an ad hoc Hiring Committee for the employment of ONE staff. This committee is composed exclusively of Shared Leadership Team members, but may create an advisory sub-committee composed of Directors, staff, interns, and active members to advise on non-confidential administrative functions.

i. Personnel Committee. The Administration and Organizational Management Committee is responsible for establishing the Personnel

Committee to handle all personnel and human resource functions and matters for ONE. This committee is composed exclusively of Directors.

D. Finance Committee. The purpose of the Finance Committee is to review the annual budget and financial statements, monitor expenses and revenue, establish financial policies and oversee the financial staff of ONE. This committee is composed exclusively of Shared Leadership Team members and will include at least one Chair, the Treasurer and at least one “Senior Staff” person.

i. Audit Committee. The purpose of the Audit Committee is to select the outside auditor of ONE and to oversee and approve the annual and, if necessary, more frequent, external financial audit(s) of ONE. The Audit Committee will have at least three (3) Directors as members. No member of the Audit Committee will receive any compensation from ONE or have any financial interest in or any other conflict of interest with any entity doing business with ONE. The Director of ONE with the most financial expertise shall serve as chair of the Audit Committee.

ARTICLE V

OFFICERS, AGENTS, AND EMPLOYEES

Section 5.1 Officers. The Shared Leadership Team shall elect two (2) co-Chairpersons, a Secretary and a Treasurer. The Shared Leadership Team may elect such other officers and may give to them such further designation or alternate titles as it considers desirable. Officers shall be elected at the first meeting of the Shared Leadership Team following the annual meeting of the Members. Any two or more Officers except those of Chairperson and Treasurer may be held by the same person. Only Directors may serve as Officers. All Officers shall be eligible for re-election to successive terms unless otherwise determined from time to time by the Shared Leadership Team.

Section 5.2 Term of Office and Removal. Each Officer shall hold office for the term for which he or she is elected, not exceeding one (1) year or until his or her successor has been elected. Any Officer may be removed by an action of the Shared Leadership Team whenever in its judgment the best interest of ONE will be served thereby.

Section 5.3 Resignation. Any Officer may resign at any time by giving written notice to the Secretary or a Chairperson. Unless otherwise specified in the written notice, the resignation shall be effective upon delivery to any such Officer.

Section 5.4 Powers of Officers. Subject to the control of the Shared Leadership Team, all Officers as between themselves and ONE shall have such authority and perform such duties in the management of the affairs of ONE as may be provided in these Bylaws

or by resolution of the Shared Leadership Team and, to the extent not so provided, as generally pertain to their respective offices.

Unless otherwise provided by resolution of the Shared Leadership Team, the co-Chairpersons, Secretary and Treasurer positions will not bestow any specific rights on the holders of such positions. The duties of such positions are set forth below:

B. Chairperson. The Chairpersons shall preside at all meetings of the Shared Leadership Team and shall perform such other duties as are incident to the office or are properly required of the ceremonial head of the affairs of ONE. The Chairpersons shall have all of the general powers and duties which are usually vested in the office of President of a corporation in the District of Columbia subject to the directions of the Shared Leadership Team.

B. Secretary. The Secretary shall be responsible for the keeping of the records and minutes of the proceedings of all meetings of the Shared Leadership Team, shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general, shall perform all duties customary to the office of Secretary.

C. Treasurer. The Treasurer shall make a financial report at each regular Shared Leadership Team meeting. The Treasurer shall assist in the preparation of the budget, help develop fundraising plans, and make financial information available to Shared Leadership Team members and the public.

D. Additional Officers. The Shared Leadership Team may appoint such other Officers as it may deem appropriate, and such other Officers shall hold their offices for such terms and shall exercise such powers and perform such duties as may be determined from time to time by the Shared Leadership Team. The Shared Leadership Team from time to time may delegate to any Officer the power to appoint subordinate Officers and to prescribe their respective rights, terms of office, authorities and duties. Any such Officer may remove any such subordinate Officer appointed by him or her, with or without cause.

Section 5.5 Employees. The Shared Leadership Team of ONE shall have the power to hire, discipline and terminate any and all employees of ONE, upon the recommendation of the Personnel Committee, except with respect to Senior Staff,. The Directors of ONE shall have the power to hire, discipline and terminate any and all Senior Staff, upon the recommendation of the Personnel Committee. An employee's general qualifications, duties and compensation shall be determined by the Directors or the Shared Leadership Team. Employees will be responsible for the day-to-day operations of the Corporation and the execution of the policies of ONE, with support from ONE's standing committees, and under the oversight and direction of the Personnel Committee. The Directors may remove an employee at any time with or without cause.

Removal without cause shall be without prejudice to the employee's contract rights, if any, and the hiring of an employee shall not itself create contract rights.

Section 5.6 Vacancies. Vacancies in any office of the Shared Leadership Team arising from any cause may be filled by the Shared Leadership Team at any regular or special meeting of the Shared Leadership Team.

Section 5.7 No Compensation of Officers. ONE shall not pay any compensation to Officers for services rendered to ONE as Officers, except that Officers may be reimbursed for out-of-pocket expenses incurred in the performance of their duties to ONE, in reasonable amounts as approved by a majority of the entire Shared Leadership Team.

ARTICLE VI

NATIONAL ADVISORY COMMITTEE

Section 6.1 Power of the National Advisory Committee and Its Composition. ONE may at the Shared Leadership Team's discretion appoint an Advisory Committee and the members thereof which committee shall function in an advisory capacity. The Advisory Committee will advise the Shared Leadership Team as to needed or desirable projects and the priority and design of them.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Indemnification and Insurance. Unless otherwise prohibited by law, ONE may indemnify any Director, Senior Staff person or Officer, any former Director, Senior Staff person or Officer, any person who may have served at its request as a Director or Officer of another corporation, whether for profit or not for profit, and may, by resolution of the Shared Leadership Team, indemnify any employee against any and all expenses and liabilities actually and necessarily incurred by him or her, imposed on him or her in connection with any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) to which he or she may be or is made a party by reason of being or having been such Director, Senior Staff person, Officer, or employee. However, there shall be no indemnification in relation to matters as to which he or she shall be adjudged in such claim, action, suit or proceeding to be guilty of a criminal offense or liable to ONE for damages arising out of his or her own gross negligence or misconduct in the performance of a duty to ONE.

Unless otherwise prohibited by law, ONE may indemnify any volunteer of ONE, against any civil liability claim, except where the claim arises from; (1) willful misconduct; (2) a criminal act (except where the volunteer had a reasonable belief that the act was unlawful); (3) a transaction resulting in a personal benefit of money, property

or service to the volunteer; (4) any act or omission that is not in good faith and exceeds the authority of ONE. A volunteer shall be considered any person whether acting as a Director, Officer, or other person who performs services for ONE without compensation. This indemnification provision may only be invoked where ONE maintains the proper statutory liability insurance limits as provided in DC Code Section 29-406.90, or any future provision under the DC Code that is similar to such DC Code section.

Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees; costs and disbursements; judgments, fines and penalties against, and amounts paid in settlement by, such Director, Officer, Senior Staff person or employee. ONE may advance expenses to, or where appropriate may itself, at its expense, undertake the defense of, any Director, Officer, Senior Staff person or employee, provided however that such Director, Officer, Senior Staff person or employee shall undertake to repay or to reimburse such expense if it should be ultimately determined that he or she is not entitled to indemnification under this Article.

The provisions of this Article shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption of these Bylaws, whether arising from acts or omissions to act occurring before or after adoption of these Bylaws.

In no case, however, shall ONE indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code 1986, as now in effect or as may hereafter be amended. Further if at any time ONE is deemed to be a private foundation within the meaning of §509 of the Code then, during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in §4971 (d) or §4945 (d), respectively, of the Code.

Any indemnification under this Section shall be made by ONE only as authorized in the specific case upon a determination that indemnification of the appropriate person is proper in the circumstances because she or he has met the applicable standard of conduct set forth in this Section. Such determination shall be made (1) by the Shared Leadership Team by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or if obtainable and a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

ARTICLE VIII

NON-PROFIT STATUS

Section 8.1 *Non-Profit Status.* ONE is organized as a nonprofit, charitable corporation, and no part of the net earnings of ONE shall inure to the benefit of or be distributable to any Member, individual, person, firm or corporation, except that ONE shall be authorized to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Section 1.0 above.

Section 8.2 Dissolution. Upon the termination, dissolution or final liquidation of ONE in any manner or for any reason, its assets, if any, remaining after payment (or provision for payment) of all liabilities of ONE shall be distributed to, and only to, one or more organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Shared Leadership Team shall determine by majority vote. Such distribution of assets shall be calculated to carry out the objects and purposes stated in the third Article of the Articles of Incorporation. In no event shall any of such assets or property be distributed to any member, director, officer or private individual.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Depositories. The monies of ONE shall be deposited in the name of ONE in such bank or banks or trust company or trust companies as the Shared Leadership Team shall designate, and shall be drawn from such accounts only by check or other order for payment of money signed by such persons, and in such manner, as may be determined by resolution of the Shared Leadership Team.

Section 9.2 Fiscal Year. The fiscal year of ONE shall extend from January 1st through December 31st.

Section 9.3 Checks, Notes, Contracts. The Shared Leadership Team shall determine who shall be authorized from time to time on ONE's behalf to sign checks, drafts, or other orders for payment of money, to sign acceptances, notes or other evidences of indebtedness, to enter into contracts, or to execute and deliver other documents and instruments.

Section 9.4 Books and Records. ONE shall keep in its principal offices correct and complete books and records of accounts, the activities and transactions of ONE, minutes of the proceedings of the Shared Leadership Team and of the Directors, and the list of the Officers of ONE and their residence addresses. Any of the books, minutes and records of ONE may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 9.5 Amendment of Bylaws. The Bylaws of ONE may be adopted, amended or repealed in whole or in part by a two-thirds (2/3rds) vote of the Shared Leadership Team or by a vote of at least two-thirds (2/3rds) of the members at a member meeting at which a quorum is present.

Section 9.6 Loans to Directors and Officers. In accordance with D.C. Code Ann. §29-406.32, or any future provision under the DC Code that is similar to such DC Code section, ONE shall not make any loans to Officers or Directors.

Section 9.7 Making of Grants and Contributions. The making of contributions and grants and otherwise rendering financial assistance for the purposes expressed in

Article III of ONE's Articles of Incorporation shall be within the exclusive power of the Shared Leadership Team.

A. In furtherance of ONE's purposes, the Shared Leadership Team shall have the power to make grants to any organization organized and operated exclusively for charitable, scientific, or educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

B. The Finance Committee of ONE shall review all requests for funds from other organizations, shall require that such requests specify the use to which the funds will be put, and make a recommendation to the SLT. If the Shared Leadership Team approves the request, it shall authorize payment of such funds to the approved grantee.

C. The Shared Leadership Team shall require that the grantees furnish a periodic accounting to show that the funds were expended for the purposes which were approved by the Shared Leadership Team.

D. The Shared Leadership Team may, in its absolute discretion, refuse to make any grants or contributions or otherwise render financial assistance to or for any or all of the purposes for which funds are requested.

E. After the Shared Leadership Team has approved a grant to another organization for a specific project or purpose, ONE may solicit funds for the grant to the specifically named organization, provided that the Shared Leadership Team shall at all times have the right to withdraw approval of the grant and use the funds for other charitable, scientific, or educational purposes.

F. ONE shall refuse to accept contributions so earmarked that they must in any event be distributed to a specific organization.

Section 9.8 *Conflict of Interests Policy.* If the Shared Leadership Team considers entering into any transaction or arrangement with a corporation, entity or individual in which a Director or Senior Staff person has an interest:

A. the interested Director or Senior Staff person must disclose the potential conflict of interest to the Shared Leadership Team;

B. the Shared Leadership Team may ask the interested Director or Senior Staff person to leave the meeting during discussion of the matter that gives rise to the potential conflict;

C. the interested Director or Senior Staff person will not vote on the matter that gives rise to the potential conflict;

D. the Shared Leadership Team must approve the transaction or arrangement by a majority vote of those present at a meeting that has a quorum, not including the vote of the interested Director or Senior Staff person; and

E. the minutes of the meeting of the Shared Leadership Team must state which Directors and Senior Staff persons were present for the discussion and vote, the content of the discussion, and any roll call of the vote.

In addition, if a Director or Senior Staff person has any interest in a transaction or arrangement that might involve personal financial gain or loss for the Director or Senior Staff person, in addition to the provisions described above:

F. if appropriate, the Shared Leadership Team may appoint a non-interested person or committee to investigate alternatives to the proposed transaction or arrangement;

G. in order to approve the transaction, the Shared Leadership Team must first find, by a majority vote of those Shared Leadership Team members then in office, without counting the vote of the interested Director or Senior Staff person, that the proposed transaction or arrangement is in the organization's best interest and for its own benefit; the proposed transaction is fair and reasonable to the organization; and, after reasonable investigation and discussion, the Shared Leadership Team has determined that the organization cannot obtain a more advantageous transaction or arrangement with reasonable efforts under the circumstances;

H. the interested Director or Senior Staff person will not be present for the discussion or vote regarding the transaction or arrangements; and

I. the transaction or arrangement must be approved by a majority vote of the Shared Leadership Team members, not including interested Directors or Senior Staff persons.

These By-laws have been adopted this ___th day of _____, 2018.