
A Hand Up: a Charitable Fund

Bylaws of the Fund.

1. Name and Operation.

- 1.01. Name. The name of the Fund is “A Hand Up: a Charitable Fund.” It is sometimes called the “**A Hand Up**” or the “**Charity**” below.
- 1.02. Purpose. The mission of A Hand Up is to encourage donations from a number of families annually, then let all the donor families explore and discuss which tax exempt charitable entities should receive the current year’s donations, and then meet to vote on which charitable entities are to receive charitable gifts that year. All funds collected will be distributed each year, except for funds needed for expenses incurred in operating A Hand Up. It is understood, however, that no salaries or other compensation shall be paid.
- 1.03. Operation. To fulfill its mission each year, the Charity will operate according to these By-Laws.
- 1.04. Administration. To minimize overhead expenses, the Charity will initially contract to operate as a “restricted fund” under written agreement with The Jewish Federation of Greater Atlanta” (called the “Federation” below). A copy of the executed agreement with Federation shall be attached to these bylaws. It is understood that no action will be taken by A Hand Up to affect the status of the Federation as an organization described in Internal Revenue Code §501(C)(3).

2. Annual Process.

- 2.01. Initial Decision. At the start of each fiscal year of the fund, the Trustees will determine the minimum amount of contribution from each family for that upcoming year.
- 2.02. Fundraising Phase. The Trustees (and others designated by the Trustees in writing) shall solicit contributions from individual persons and families.
- (a) Each person or family making a contribution will be given a copy of these Bylaws, as well as the tentative dates for that fiscal year's meetings.
 - (b) If a person or family makes a contribution to that year's campaign of A Hand Up, then the person or family will have the right to cast six votes in that fiscal year's voting at the "Voting Meeting." (Each person or family making a contribution is called a "**Member**" below.) However, no person or family can cast more than one vote for any charity.
 - (c) The Trustees shall have the right to limit the number of contributions, including the right to limit the number of Members which could be accepted from a single family.
- 2.03. The First Meeting. All contributors in a fiscal year shall be invited to a meeting to discuss the A Hand Up process, and to furnish names of particular charities which a contributor would like to fund. One of the Trustees will preside at the meeting, and a record of the meeting shall be kept either via recording or Minutes.
- 2.04. Following the First Meeting.
- (a) All contributors will be advised of the names of the charities mentioned at the First Meeting, along with an invitation for additional names. The notice will also specify a "Cut Off" date by which all names of potential charity recipients must be submitted to the Trustees.
 - (b) The Trustees will ask the person or persons suggesting a particular charity to contact that charity, determine what need that charity has for a certain gift, if it is for a particular project or activity, etc. The people suggesting a particular charity will also be asked to visit that charity's offices to meet with its personnel about the request.
 - (i) The Trustees shall have the authority to specify the format and content of the requests to be reported to A Hand Up.

- (ii) The people contacting a charity must obtain a copy of the most current "Tax Exempt" letter issued by the Internal Revenue Service ("IRS") to that charity, for that charity to be considered for a grant.
 - (c) The Trustees will set a "Exploratory End" date, by which all requests from each charity must be returned to the Trustees.
 - (d) Upon reaching the "Exploratory End" date, the Trustees will furnish a copy of each report to each Member, as well as give notice of the second meeting.
- 2.05. The Second, "Voting" Meeting. At the second meeting, one of the Trustees will preside. After calling the meeting to order, the following agenda will be followed:
- (i) A financial report on that year's contributions to A Hand Up, including what is being retained for operating expenses;
 - (ii) A review of the requests from the charities, and the evaluations.
 - (iii) A vote to determine which charities are to receive a portion of that year's contributions.
- 2.06. Concluding Matters for a Fiscal Year. The Trustees will disburse the amount of funds to the specified charities. The Trustees will pay all bills that have been incurred, or reimburse anyone who has advanced funds for A Hand Up. Finally, the Trustees will issue a report to all of that year's members, detailing the result of the Voting Meeting.
- 2.07. Special Meetings; Notice. A special meeting of the members in a particular year may be called at any time by any two trustees. A special meeting of the Trustees may be called at any time by any two Trustees. At least five days' notice shall be given prior to any Special Meeting.

3. The Board of Trustees.

3.01. Powers and Duties. The Charity's Board of Trustees [sometimes called the "Board" below] shall manage and control the Charity's affairs and property, in accord with the procedures below. To this end, the Board shall have (and thus, may exercise) all of the powers which may be exercised or performed by A Hand Up, subject only to these Bylaws, the Agreement creating this as a restricted fund with Federation, and Georgia law. Further:

- (a) The Board shall have full power to adopt rules and regulations governing A Hand Up's actions and procedures, all to be in accord with ¶1.02 above.
- (b) The Board shall have full authority over the distribution and payment of funds and assets received by A Hand Up
- (c) The Board may delegate such powers as it may see fit to committees, to its officers, to volunteers, or to employees it may hire from time to time.

Provided, A Hand Up's fundamental, basic purposes and powers, and its limitations (as expressed in these Bylaws), shall not be amended or changed.

3.02. Board Personnel. The Board of Trustees shall consist of four people. Initially, the Trustees shall be Stuart Cott, Sharon Cott, Jon Kleinberg and Lynn Kleinberg.

3.03. Board continuity.

- (a) Trustee term. Until the unanimous vote of the Board of the Trustees to fix a term of office for the Trustees, each Trustee will continue in office until his or her successor has been elected and qualified, or until that Trustee's death, resignation or removal.
- (b) Resignation. Any Trustee may resign at any time by giving written notice of such resignation to the other Trustees and to the Federation.
- (c) Removal of a Trustee. A Trustee's removal can take place upon the unanimous vote of the other Trustees then serving. Removal will also take place automatically and immediately if a Trustee's family does not make a contribution to A Hand Up by the call to order of the first Donor Meeting (see ¶ . . .) in each year.

- (d) Vacancy. If a vacancy occurs on the Board of Trustees, the other Trustees still serving shall select a successor. This shall take place no later than 90 days after the vacancy occurred.
 - (e) Number of Trustees. The Trustees shall have the right to increase (though not decrease) the number of Trustees.
 - (f) Board Member's Limitations. At no time shall any Trustee have a veto power over A Hand Up's actions, nor shall A Hand Up be directly or indirectly controlled by disqualified persons within the meaning of I.R.C. §509(a)(3). This ¶3.03 (f) shall control over any contrary term in these Bylaws.
- 3.04. Quorum. A majority of the Trustees (e.g., three out of the initial four) shall constitute a quorum to transact business.
- 3.05. Action of the Board. The action of a majority of the Trustees shall be binding upon A Hand Up and its members of that year. Any Trustee may participate in a meeting by means of a telephone or Internet conference or by similar device in which all persons can hear all other persons participating in the meeting at the same time. Any Board action may be taken without a meeting if all members of the Board of Trustees consent in writing.
- 3.06. Adjournment. At any meeting of the Board, and whether or not there is a quorum present, a majority of the Trustees present may adjourn the meeting to another time and place without further notice to any absent Trustee.
- 3.07. Compensation. Trustees shall serve without a fixed salary for their services as such, but a fixed reasonable fee or the expenses (if any) for attendance at any annual, special or regular meeting of the Board may be allowed, by resolution of the Board.

4. Officers.

- 4.01. Officers. The Trustees may elect officers to serve for A Hand Up, if doing so will facilitate the business of the charity. Any officer shall have powers and duties not inconsistent with these Bylaws; and any two or more offices may be held by one person.
- 4.02. Election, Term of Office, Qualifications and Removal.
- (a) The officers of A Hand Up shall be elected by the Trustees at any regular or special meeting.
 - (b) Each officer shall be elected for a term fixed by the Board, and each shall serve until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.
 - (c) Officers of the Charity may be elected by the Trustees from among themselves, or from among such other persons as the Trustees deem appropriate.
 - (d) Any officer of A Hand Up may be removed, with or without cause, by a vote of a majority of the Trustees.
- 4.03. Officer Vacancies. Any vacancy in any office arising at any time from any cause may be filled by a majority vote of the Trustees for the remainder of the office's unexpired term.
- 4.04. President: Powers and Duties. If one is elected, the President shall serve as the chief executive officer of A Hand Up. He or she shall be responsible for the administration and supervision of the affairs of A Hand Up, subject to the control of the Trustees; and he or she shall do and perform such other duties as may be assigned to him or her by the Trustees. In addition, he or she shall be authorized to sign contracts on behalf of A Hand Up. The President shall preside at all meetings of the Trustees or the Members.
- 4.05. Secretary: Powers and Duties. If one is elected, the Secretary shall have charge of such books, documents and papers as the Trustees may determine. In general, he or she shall perform all of the duties incident to the office of Secretary, subject to control of the Trustees, and to perform such other duties as may be assigned to him or her by the Trustees. To this end:
- (a) He or she shall attend and keep the minutes of all the meetings of the Members or the Trustees.

- (b) With the President, he or she may sign any contracts or agreements authorized by the Trustees, in the name of (and on behalf of) A Hand Up.

4.06. Treasurer: Powers and Duties. If one is elected by the Trustees, the Treasurer shall have the custody of all funds, deeds, securities, and all other property of the Charity which may come into his or her hands. The Treasurer shall perform all duties incident to the office of Treasurer, subject to the control of the Trustees, and shall perform such other duties as may be assigned to him or her by the Board. To this end:

- (a) The Treasurer shall keep complete accounts of receipts and disbursements of the Charity.
- (b) The Treasurer shall deposit all funds and assets of A Hand Up in the name of the Charity, and in such banks or institutions as the Trustees may designate, or in such entities with which the Board may contract for this purpose. This includes (though is not limited to) the right to contract with the Federation.
- (c) The Treasurer shall render a statement of the Charity's accounts when required to do so by the Trustees.

4.07. Vice Presidents. If decided by the Trustees, A Hand Up may have one or more Vice Presidents, elected by the Board of Trustees, who shall perform such duties as may be delegated by the President or by the Trustees.

4.08. Salaries. No salaries shall be paid to any officer.

5. Business Matters.

- 5.01. Agents and Representatives. The Trustees may appoint such agents and representatives of A Hand Up with such powers and to perform such acts or duties on behalf of A Hand Up as the Trustees may see fit. The Trustees may also appoint committees from time to time, if doing so will facilitate the purposes and functions of A Hand Up. All such powers, acts and duties must be consistent with these Bylaws,
- 5.02. Contracts. Unless these Bylaws expressly provide otherwise, the Trustees may authorize any officer or agent: to enter into any contract, or to execute and deliver any instrument in the name of, and on behalf of, A Hand Up. Such authority may be general, or may be confined to a specific instance. However, unless specifically authorized by the Board under this ¶5.01, no officer or agent shall have the power or authority to bind A Hand Up by any contract or engagement, or to pledge its credit, or render it liable financially for any purpose or to any amount.
- 5.03. Offices. A Hand Up may have offices at such place or places as the Board of Trustees may decide from time to time, or as the business of A Hand Up may require or make desirable. The offices need not be in Georgia.
- 5.04. Loans. No loans can be made by A Hand Up.
- 5.05. Banks and Checks. The Trustees shall select such banks, depositories and investment advisors as it shall deem proper for the monetary assets of the Charity. The Trustees shall determine who shall be authorized from time to time to sign checks, drafts or other orders for payment of money on behalf of A Hand Up.
- 5.06. Investments.
- (a) The monetary assets of A Hand Up may be retained (in whole or in part) in cash, or may be invested and reinvested from time to time in such property (real, personal or otherwise), or in stocks, bonds or other securities, as the Trustees may deem desirable.
 - (b) The Trustees shall also have the authority to contract for investment counsel and for other services as the Trustees deem appropriate for the Charity's purposes and efficiency.
 - (c) However, notwithstanding any other term in these bylaws of the contrary, no investment can be made which will interfere with the annual distribution of the funds which have been contributed to the Charity, or interfere with the payment of A Hand Up's bills.

6. Controlling Provisions.

- 6.01. Exempt Activities. Notwithstanding any other provision of these Bylaws, no Trustee, officer, employee or representative of A Hand Up will take any action or carry on any activity by or on behalf of this Charity which is not permitted to be taken or carried on by a charity:
- (a) exempt from Federal income tax under Code §501(a),
 - (b) described in Code §170(b)(1)(A)(viii), and
 - (c) whose contributions received will be deductible by the contributor under I.R.C. §170(c)(2).
- 6.02. Prohibition Against Sharing in Corporate Earnings. No member, Trustee, officer, employee, or other person connected with A Hand Up shall receive at any time, any of the Charity's net earnings or pecuniary profit from its operations. Provided, this prohibition shall not prevent reimbursing a person for expenses advanced on behalf of A Hand Up.
- 6.03. Distribution of Assets upon Dissolution. If A Hand Up is dissolved or otherwise ended for any reason (whether voluntary or involuntary), no person or persons shall be entitled to share in the distribution of any of the Charity's assets. Upon such dissolution or winding up, and after all debts are satisfied, the remaining assets of A Hand Up shall be distributed, transferred, conveyed, delivered and paid over to the United Way of Atlanta, GA. provided it then meets the standards in subparagraphs (a) and (b) below. If it does not, then the remaining assets in the Charity shall be paid over, in such amounts as the Trustees may determine (or as may be determined by a court of competent jurisdiction upon the application of the Trustees), exclusively among those entities described in ¶5.03(a) through (c), provided:
- (a) each recipient entity then qualifies for exemption from Federal income taxation under the provisions of Code §501(c)(3) and the Treasury Regulations thereunder (as they now exist or as they hereafter may be amended), and
 - (b) contributions to each recipient entity are then deductible under I.R.C. §170(c)(2) and the Treasury Regulations thereunder (as they now exist or as they hereafter may be amended).

7. Indemnification.

[For purposes of this Article:

- *the term “**Action**” means any threatened, pending, or completed type of legal action, suit, proceeding, or investigation, whether civil, criminal, administrative, or arbitrative and whether formal or informal.];*
- *the term “**Party**” means an individual named as a defendant or respondent in an Action)*

7.01. Action by Persons other than A Hand Up. Under the circumstances described in ¶7.03 and ¶7.04, A Hand Up shall indemnify and hold harmless any person who was, or is, or is threatened to be made, a “Party” in any threatened, pending or completed Action.

- (a) The only exception: this indemnification and “hold harmless” shall not apply in connection with an Action by, or in the right of, A Hand Up, except for an Action for the person’s reasonable expenses incurred in connection with the Action, if the person has met the relevant standard of conduct under ¶7.03 or ¶7.04.
- (b) This indemnification and agreement to hold harmless shall apply if this person is (or was) a Trustee, Officer, or agent of A Hand Up, or is (or was) serving in that capacity at the Charity’s request and:
 - (i) conducted himself or herself in good faith;
 - (ii) incurred expenses (including attorney’s fees), judgments, fines or amounts paid in settlement in connection with such Action;
 - (iii) in the case of conduct in his or her official capacity, he or she acted in a manner he or she reasonably believed to be in the best interests of A Hand Up;
 - (iv) in all other cases of conduct, his or her conduct was at least not contrary to the best interests of A Hand Up; and
 - (v) had no reasonable cause to believe his or her conduct was unlawful, with regard to any criminal Action.

The ending of any Action by judgment, order, settlement, conviction, or plea of nolo contendere (or its equivalent) shall not, by itself, create any presumption that the person did not meet the requirements of ¶7.01(b)(i) through (v) [which are called the “Standards of Conduct” below].

7.02. Action by (or in the Name of) A Hand Up. Under the circumstances prescribed in ¶7.03 and ¶7.04 below, A Hand Up shall indemnify and hold harmless any person who was, or is, or is threatened to be made, a

Party to any threatened, pending or completed Action which is brought by (or in the right of) A Hand Up to procure a judgment in its favor, if the person:

- (a) is (or was) a Trustee, officer, or agent of A Hand Up, or
- (b) is (or was) serving in that capacity at the request of A Hand Up and such person meets the Standards of Conduct, above. However, no indemnification shall be made for any person who is adjudged liable on the basis that he or she improperly received personal benefit (whether or not involving his or her official capacity). The one exception: if the court in which the Action is pending determines that under the circumstances of the case, that person is reasonably entitled to be indemnified for an amount the court deems proper.

7.03. Successful Defense. This paragraph applies to cases in which a person described in ¶7.01 or ¶7.02 above is successful in the defense of any Action in which he or she is a Party because of his or her position with A Hand Up. That person's reasonable expenses (including attorney's fees) incurred in connection with the Action will be reimbursed, whether the defense was successful on the merits of the case or otherwise.

7.04. Authorization of Indemnification. Except as provided in ¶7.03, and except as may be ordered by a court, any indemnification or advancement of expenses shall be made by A Hand Up only upon a determination that indemnification is proper under the circumstances because he or she has met the Standards of Conduct.

(a) Such a determination shall be made:

- (i) If there are two or more Disinterested Trustees (defined in ¶6.04(c) below), then by either (A) by the Board of Trustees by a majority vote of all the Disinterested Trustees (a majority of whom shall for such purpose constitute a quorum), or by (B) a majority of the members of a committee of two or more Disinterested Trustees appointed by such a vote; or
- (ii) By special legal counsel:
 - (A) selected in the manner prescribed in ¶7.04(a)(i) above; or
 - (B) if there are fewer than two Disinterested Trustees, selected by the Board of Trustees (in which selection

Trustees who do not qualify as Disinterested Trustees may participate).

(b) Authorization of indemnification, or of the obligation to indemnify, and any evaluation as to reasonableness of expenses, shall be made in the same manner as the determination that indemnification is permitted. However, if there are fewer than two Disinterested Trustees or if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under sub ¶76.04 (a) (ii) (B) to select special legal counsel.

(c) The term “Disinterested Trustee” means a Trustee who, at the time of a vote, is not:

- (i) a Party to the Action; or
- (ii) an individual who is a Party to an Action having a familial, financial, professional, or employment relationship with the Trustee whose indemnification or advance for expenses is the subject of the decision being made with respect to the Action, and which relationship would (under the circumstances) reasonably be expected to exert an influence on the Trustee’s judgment when voting on the decision being made.

7.05. Prepayment of Expenses.

(a) Before final disposition of an Action, A Hand Up may advance funds to pay for or reimburse the reasonable expenses incurred by a Trustee or officer who is a Party to an Action because of his or her position in A Hand Up, as long as he or she delivers to A Hand Up:

- (i) a written affirmation of his or her good faith belief that he or she has met the Standards of Conduct described above, or that the Action involves conduct for which liability has been eliminated under a provision of the Articles of Incorporation (if such a provision exists or is added) and authorized by O.C.G.A. §14-2-202(b)(4); and
- (ii) his or her written undertaking to repay any funds advanced if it is ultimately determined that the Trustee is not entitled to indemnification.

(b) The undertaking required by ¶7.05(a)(ii) above must be an unlimited general obligation of the Trustee; but it need not be

secured and may be accepted without reference to the Trustee's financial ability to repay it.

(c) The Board shall make authorizations under this ¶7.05 under the following terms:

(i) When there are two or more Disinterested Trustees (as defined in ¶7.04(c) above): by a majority vote of all the Disinterested Trustees (a majority of whom shall for such purpose constitute a quorum), or by a majority of the members of a committee of two or more Disinterested Trustees appointed by such a vote; or (ii) When there are fewer than two Disinterested Trustees: by the vote necessary for action by the Board in accordance with O.C.G.A. §14-2-824(c), and in which authorization Trustees who do not qualify as Disinterested Trustees may participate.

7.06. Non-Exclusive Right. The right to indemnification and advancement of expenses under this Article does not exclude any other right of indemnification to which a person is entitled.

7.07. Binding Nature of Indemnification. Any rights under this Article shall inure to the benefit of the heirs, executors or administrators of the Charity's present and former Trustees, officers, employers, agents and members of any executive committees.

7.08. Insurance. The Trustees of A Hand Up may purchase and maintain insurance, or authorize an officer to purchase and maintain insurance, on behalf of any person named in ¶7.01 against liability asserted against him or her and incurred by them in their corporate capacity, or arising out of their status in A Hand Up. This insurance may be purchased whether or not A Hand Up would have the power to indemnify or advance expenses to him or her against such liability under this Article's provisions.

8. Fiscal Year and Seal.

- 8.01. Fiscal Year. The fiscal year of A Hand Up shall begin 1st, and shall end
- 8.02. Seal. At its pleasure, the Trustees may obtain a seal for A Hand Up, which may be in whatever form the Trustees designate.

9. Amendments.

- 9.01. The Trustees shall have the power to make, alter, amend and repeal the Bylaws of A Hand Up by the affirmative vote of a majority of the Trustees then in office. However, notice of the proposed amendment or amendments must be included in the meeting notice given to the Trustees (unless they consent otherwise unanimously in writing).
- 9.02. Provided, no action shall be taken under ¶9.01 which would adversely affect the qualification of A Hand Up as a supporting Charity:
- (a) exempt from Federal income taxation under Code §501(a) as a supporting Charity described in Code §501(c)(3), or
 - (b) described in Code §170(b)(1)(A)(viii), and
 - (c) contributions to which are deductible under Code §170(c)(2).

* * *

These Bylaws are adopted on _____ 2003, by:

(Seal) Sharon Cott, Trustee (Seal)

Scott Cott, Trustee

(Seal) Lynn Kleinberg, Trustee (Seal)

Jon Kleinberg, Trustee