

By-Laws  
Of  
Rooted in Community

Article 1: Definitions.

The Corporation shall mean Rooted in Community.  
Rooted In Community shall operate under Rooted in Community. Documented in these by-laws as “the Corporation”.

The “Board” shall mean the Board of Directors of the Corporation.

Article 2: Purposes, Objectives and Governing Instruments.

Section 2.01

The purposes of the Corporation, as set forth in the Articles of Incorporation, are exclusively charitable, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Federal tax law (“Section 501(c)(3)”). In furtherance of such purposes, the Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these Bylaws.

The specific purposes of the Corporation are to provide social services within the Michigan Child Welfare Programing. Rooted in Community will apply and retain 501(c)3 status.

The Corporation will provide high-quality foster care services in partnership with the Michigan Department of Health and Human Services. Our services will include comprehensive case management within child welfare programing, as well as assessments for foster home licensure and relative placement. By working closely with families and the state, we aim to ensure safe, stable, and nurturing environments for children in care, while supporting Michigan families in reaching permanency as defined by the Children’s Foster Care Manual of Michigan.

The Corporation is committed to offering a comprehensive framework of quality benefits and livable wages to retain highly qualified staff. By prioritizing the well-being and professional fulfillment of our employees, we aim to combat the high turnover and burnout rates that are prevalent within the child welfare sector. This focus on employee care is not only essential for maintaining a stable workforce but also crucial for ensuring the long-term success of our mission: **Building strong, connected communities that prioritize safety, wellness, and health to improve the lives of individuals and families.** When employees are supported and empowered, they are better equipped to perform their vital work, reducing the risk of burnout and increasing the impact of the services we offer.

## Section 2.02

Governing Instruments. The Corporation shall be governed by its Articles of incorporation and its Bylaws.

## Section 2.03 Nondiscrimination Policy.

The Corporation will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

The Corporation is committed to ensuring that each employee, board member and participant's whole self is recognized, valued, and appreciated. While case management within the Corporation work may involve changes to safety, referrals for addressing mental health or behavioral concerns, and managing risk factors, the individual will not be coerced into change. Instead, the focus will be on empowering participants to make informed choices and navigate their own path toward well-being, with support that respects their autonomy and personal journey.

## Section 2.04 Limitations on Activities.

No part of the activities of the Corporation shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Corporation operate a social club or carry on business with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

## Article 3: Membership.

The Corporation shall have no members.

## Article 4: Directors.

### Section 4.01 Annual Meeting.

A meeting of the Board shall be held annually at such place, on such date and at such time as may be fixed by the Board, for the purpose of electing Directors, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.

### Section 4.02 Number.

The number of Directors constituting the entire Board shall be fixed by the Board, but such number shall not be less than three (3).

### Section 4.03 Election and Term of Office.

The initial Directors of the Corporation shall be those persons sought through contact with the Director and have agreed upon acceptance and support of the agency's mission, values and core values. Each Director shall hold office until the next annual

meeting of the Board and until such Director's successor has been elected and qualified, or until their death, resignation or removal.

#### Section 4.04 Powers and Duties

Subject to the provisions of law, of the Certificate of Incorporation and of these By-Laws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall provide guidance and counsel to the Corporation and its employees. Employee feedback and suggested needs will be prioritized.

#### Section 4.05 Additional Meetings.

Regular meetings of the Board may be held at minimum once per calendar year or such times as the Board may from time to time determine. Special meetings of the Board may also be called at any time by the board chair or by the director of the Corporation without timely notice as defined below.

#### Section 4.06 Notice of Meetings.

Board meetings will be posted at the local office and on the agency's social media with times and locations. Employee's will receive invitations directly to their employee emails. Invitations and postings of meetings will be provided and posted at least five business days before the scheduled time. Saturday, Sundays and legal holidays not being considered business days for the purpose of these By-Laws. Attendance for employees is not mandatory but highly encouraged.

Minutes for each meeting will review agenda items, attendance, policy and procedure updates. These will be stored on the agency's file sharing service.

#### Section 4.07 Quorum

At any meeting of the Board, a majority of the Board then in office, shall be necessary to constitute a quorum for the transaction of business. If a quorum not be present, the majority of the Board who is present may adjourn the meeting to another time and place without notice other than announcement at such meeting.

#### Section 4.08 Voting

At all meetings of the Board, each member of the Board shall have one vote. In the event that there is a tie in any vote, the current director of the agency shall have an additional vote to be the tie-breaker.

#### Section 4.09 Action Without a Meeting.

Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

#### Section 4.10 Removal.

Any elected board person may be removed for cause by vote of the Board provided there is a quorum of not less than a majority present at the meeting at which such action is taken. Board member will be notified of request before meeting. During the meeting,

active stakeholders may speak on the removal request and provide information to attendees before the vote commences.

Reasons for removal requests are but not limited to: disrepute, undermining the mission of the agency, law breaking, incompetence, missing in action.

#### Section 4.11 Resignation.

Any Board Director may resign from the Board at any time by delivering a resignation in writing to the Board Chair and Director of the Corporation, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

#### Section 4.12 Vacancies.

Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any Directors' meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

#### Section 4.13 Committee.

Committees may be established for additional guidance to areas of the Corporation. Committees may be formed at a board meeting at which time a committee chair will be appointed by the board chair. Committee chairs will select board members, community members and employees to participate in the committee. Committee's will meet outside of board meetings to complete tasks. Formation of a committee can be requested by any board member. Committee's will be dissolved at the request of the committee chair or the director of the Corporation.

#### Section 4.14 Participation by Telephone.

Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment, such as but not limited to, virtual methods, allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

### Article 5: Officers.

#### Section 5.01 Election and Qualifications; Term of Office.

The Officers of the Corporation shall be a Board Chair, Board Secretary, and Board Treasurer. The Officers shall be elected by the Board at the annual meeting of the Board and each Officer shall hold office for a term of one year and until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided in Sections 10 and 11 of this Article 4. The same person may hold more than one office, except that the same person may not be both Board Chair and Secretary. The Board may appoint such other Officers as may be deemed desirable, including one or more Vice-Chair, one or more Assistant Secretaries, and one or more Assistant Treasurers. Such Officers shall serve for such period as the Board may designate.

#### Section 5.02 Vacancies.

Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by the Board.

#### Section 5.03 Powers and Duties of the Board Chair.

The Board Chair shall be the Director of the Corporation. The Board Chair shall from time to time make such reports of the affairs and operations of the Corporation as the Board may direct and shall preside at all meetings of the Board. The Board Chair shall have such other powers and shall perform such other duties as may from time to time be assigned to the Board Chair.

#### Section 5.04 Powers and Duties of the Secretary.

The Secretary shall record and keep the minutes of all meetings of the Board. The Secretary shall be the custodian of and shall make or cause to be made the proper entries in, the minute book of the Corporation and such books and records as the Board may direct. The Secretary shall have such other powers and shall perform such other duties as may from time to time be assigned to the Secretary by the Board.

#### Section 5.05 Powers and Duties of the Treasurer.

The Treasurer shall be the custodian of all funds and securities of the Corporation. Whenever so directed by the Board, the Treasurer shall render a statement of the cash and other accounts of the Corporation, and the Treasurer shall cause to be entered regularly in the books and records of the Corporation to be kept for such purpose full and accurate accounts of the Corporation's receipts and disbursements. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the principal office of the Corporation during business hours. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board.

#### Section 5.06 Delegation.

In case of the absence of any Officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may at any time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

### Article 6: Indemnification.

#### Section 6.01 Indemnity Under Law.

The Corporation shall indemnify and advance the expenses of each person to the full extent permitted by law.

#### Section 6.02 Additional Indemnification.

- (1) (a) The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the

Corporation to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnatee served in any capacity at the request of the Corporation, to which the Indemnatee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnatee is, was or at any time becomes a Director or Officer of the Corporation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnatee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Corporation.

(i) if a judgment or other final adjudication adverse to the Indemnatee establishes that the Indemnatee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnatee personally gained in fact a financial profit or other advantage to which the Indemnatee was not legally entitled; or

(ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnatee acted in bad faith and/or was dishonest.

(b) The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnatee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long as the Indemnatee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnatee was a Director or Officer of the Corporation or served at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Promptly after receipt by the Indemnatee of notice of the commencement of any action, suit or proceeding, the Indemnatee will, if a claim in respect thereof is to be made against the Corporation under this Section 2, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve it from any liability which it may have to the Indemnatee otherwise than under this Section.

2. With respect to any such action, suit or proceeding as to which the Indemnatee notifies the Corporation of the commencement thereof:

(i) The Corporation will be entitled to participate therein at its own expense; and,

(ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnatee. After notice from the Corporation to the Indemnatee of its election so to assume the defense thereof, the Corporation will not be liable to the Indemnatee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnatee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnatee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnatee unless:

(A) the employment of counsel by the Indemnatee has been authorized by the Corporation in connection with the defense of such action,

(B) the Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnatee in the conduct of the defense of such action, or

(C) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnatee shall be borne by the Corporation (it being understood, however, that the Corporation shall not be liable for the expenses of more than one counsel for the Indemnatee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances).

The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which the Indemnatee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 2 to the contrary notwithstanding, the Corporation shall not be liable to indemnify the Indemnatee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the Corporation nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Corporation to the Indemnatee pursuant to this Section 2, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnatee in defending such action, suit or proceeding, other than those expenses for which the Indemnatee is not entitled to indemnification pursuant to clause (ii) of the provision to part (a) of this Section 2 or part (b) of this Section 2. The Corporation shall make such payments upon receipt of (i) a written request made by the Indemnatee for payment of such expenses, (ii) an

undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation hereunder, and (iii) evidence satisfactory to the Corporation as to the amount of such expenses. The Indemnitee's written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee may now or hereafter be entitled under the Corporation's Certificate of Incorporation or otherwise under the Corporation's By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

#### Section 6.03 Limitation.

No amendment, modification or rescission of this Article VII shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

#### Article 7: Dissolution.

The Corporation may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Certificate of Incorporation and with State law.

#### Article 8: Amendments.

These By-Laws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by the vote of a majority of the Directors then in office.

#### Article 9: Construction.

In the case of any conflict between the Certificate of Incorporation of the Corporation and these By-Laws, the Certificate of Incorporation of the Corporation shall control. Changes in case management and daily works of the Corporation, specific policy will occur by the director of Rooted in Community.

These Bylaws were adopted at a meeting of the Board of Directors of Rooted in Community on April 30<sup>th</sup>, 2025.

*Ja'Liyah Walker*  
Board President

*Rachel Asiala*  
Board Secretary

*Sara Gilbert*  
Rooted in Community Director (Board Chair)