**GENERATIONAL MOVEMENT OF ACTIVISTS ASSOCIATION**

**INCORPORATED BYLAWS**

*THE ORGANIZATION*

The registered agents have formed a not for profit association operating and in the state of Oklahoma. The terms and conditions will be outlined in this Agreement.

 The Association will only be terminated as outlined in this Agreement. The Association’s primary place of business will be conducted on online platforms and other registered offices.

The Association’s Directors may, in accordance with the voting authority established in this Agreement, change the principal office, registered office, or registered agents of the company, or establish additional temporary and/or permanent agents, offices or places of business of the company from time to time.

 This Agreement shall be constructed in accordance with the internal law of the state of Oklahoma. If any provision of this Agreement shall be contrary to the internal laws of the state of Oklahoma or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

 The Bylaws may be amended, altered or repealed by the Board or majority vote of all Directors and Administrators at any regular or special meeting, provided however, that the Directors may from time to time specify particular provisions of the bylaws which shall not be amended or repealed by any vote of any kind.

PURPOSE

The range of our main purpose is described as follows with some additional activities not listed, but directed toward our purpose.

* PROMOTE EQUAL OPPORTUNITY, LIBERTY AND JUSTICE FOR ALL, with a focus on African American and Indigenous Lives.
* Sponsor, Discuss, Promote, Create and Develop current and continuous learning and training programs and activities for all ages and backgrounds with respects to people with disabilities.
* Connect and participate with community leaders and other local, state and national organizations to reach like type goals.
* Raise awareness to the concerns of the public and its well-being in order to help maintain a system of health assessment guidelines and reporting.
* Build bridges between local law enforcement and scorned societies.
* Create a healthier and better way of life for all peoples across the nation by practicing and teaching helpful and productive mental, physical, financial, family, spiritual and self-care and engagement.
* Provide information, volunteer manpower and donate resources as much as possible to the low-income and homeless communities.
* Research and develop jail, prison and detention/safety center rehabilitation, education and job programs to help maintain a safer and more constructive incarceration system.
* Increase and promote participation of city department health and standards assessments aimed at initiating engaging the with performance and transparency of local government

*BOARD OF DIRECTORS:*

1. The Directors of the company shall make up a Board of 4 individuals chosen by the primary company Founder or Incorporator to assist in the duties and operations of the company.

*President/Chairman*- Chief Executive Officer who shall preside at all meetings of the Board and its Executive Committee, if such a committee exists.

*Executive Administrator*- Shall perform duties assigned by the President and shall head the Executive Committee, if any, in the discharge of its leadership duties.

*Secretary*- Shall give notice of all meetings of the Board, and its committee, shall keep an accurate list of the Directors, and shall have the authority to certify any records of the organization. The Secretary shall maintain the minutes of the Board meetings and all committee meetings.

*Treasurer*- Shall be responsible for conducting the financial affairs of the organization as directed and authorized by the Board and its committee, if any, and shall make reports of the company’s finances as required, but no less often than at each meeting of the Board and its committee.

1. All Directors shall be elected to serve a term of 2 years unless stated in any further attachments to this Agreement, and are subject to removal, with cause, at a meeting of the Board called for that purpose.
2. All Directors and Founders will be required to make initial contributions to the company trust fund account toward the business advancements and operating costs of the organization as attached in this Agreement.
3. All contributions are final and will be submitted no later than the last day of each month, beginning with the effective date of this Agreement.
4. Any Director or Member shall be subject to removal, either by majority vote or by sole authority of Chairman at a meeting called by the B.O.D. for that purpose.
5. Any vacancy that occurs on the Board, whether by death, resignation, removal or any other cause, may be filled by any Member elected by the remaining Directors to serve the remaining term of his/her predecessor.
6. To the extent permitted by law, the Board may appoint from its members or partners a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such a committee.
7. The Board shall be responsible for preparation, maintenance, filing a dissemination of all necessary returns, notices, statements, reports, minutes or other information to the IRS, the state of Oklahoma, the Board, Members of the Company and any other appropriate state or federal authorities or agencies. The Board may delegate this responsibility to a single Director in accordance with the voting authority established in this Agreement.
8. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities of the primary Company Incorporator and Directors, and shall be deemed partially liable for any such debt, obligation or liability of the Company as set forth in this Agreement. Each Director remains liable for payment of his/her Capital Contributions of the Company as provided in this Agreement. This section does not prevent a Director, should they so choose, from separately agreeing to guarantee or otherwise become liable for a debt which is also of the Company.
9. The B.O.D. will indemnify all other Members and/or agents for all costs, losses, liabilities and damages paid or accrued by the Member or agent in connection with the Company’s businesses, to the fullest extent provided by Oklahoma laws and authorized by the Company, with rights to provide broader indemnifications.
10. Should the Company be dissolved by majority vote or otherwise, the Company will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on percentages outlined in this Agreement. An assignment or sale of a Director’s interest in the Company does not result in the dissolution of the Company. For avoidance of doubt, the granting of the lien on any amount of Director’s interest is not deemed to be an assignment.
11. Upon dissolution of the Company for any reason, the B.O.D. or one of their appointed Directors shall liquidate the Company’s assets and shall do so as promptly as is consistent with obtaining fair value for them, and shall apply and distribute the assets of the Company as follow:
* First, to the payment and discharge of all the Company’s debts and liabilities to creditors of the Company other than the Directors.
* Second, to the payment and discharge of all of the Company’s debts and liabilities to creditors of the Company that are Directors.
* Third, to the Directors in accordance with their Capital Contribution Accounts, after giving effect to all contributions, distributions and allocation for all periods.

 The Company shall not have a corporate seal at this time, though not restricted to have one incorporated into this Agreement by B.O.D. All instruments that are executed on behalf of the company which are acknowledged and which affect an interest in real estate or Company business, including a release of mortgage or lien or any other written instrument, shall be executed by the Chairman or assigned Director.

*VOTING RIGHTS AND PROCEDURES:*

1. The Primary Incorporator (Founder) shall alone account for 60% of Voting Rights. And each of the three remaining Directors shall have an equal voting right of 10%. And the existing committee, if any, shall have a total voting right of 10%.
2. Voting Rights are not determined by the amount of shares or investments one has in the Company, but are orchestrated in this Agreement at the discretion of the Primary Incorporator for assistance in executive decision making only.
3. Business matters that take to a vote shall come to results by a majority rule (quorum) of the B.O.D, unless a greater number is required by law or by these bylaws for a particular resolution.
4. A Director of the Company who is present at a meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be interred in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.
5. Members that are not elected as Managers or Directors shall not have any control or vote in the operation of the Company’s affairs and shall have no power to bind the Company.

*MEETING AND ELECTIONS:*

1. Written notice of all meetings, whether regular or special meetings, shall be provided under this section or as otherwise required by law. The notice shall state the place, date, and hour of the meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all necessary Members of record at the address shown on the corporate books, at least 10 business days prior to the meeting, electronically mailed to the designated address or sent in words via any of the forms of contact shown on the corporate books. Such notice shall be deemed effective when deposited in the Ordinary U.S. mail, properly addressed, with postage or publish date information.
2. At all meetings, a Member may vote in person or by proxy executed in writing by the Member or by his/her duly authorized representative. Such proxy shall be filed with the B.O.D. before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.
3. The Company will amend this Agreement to include new Members upon the written and unanimous votes of all Members.
4. If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage his or her person or property, the Member’s personal representative, administrator, guardian, conservator, trustee or other legal representative shall have all of the rights of an assignee of the Member’s interest. If a Member is a corporation, trust, partnership, limited liability company, or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.
5. Any action required or permitted to be taken by the Administrators at a meeting may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Administrators.
6. Directors shall be elected every (2) years at the first Annual B.O.D meeting only.
7. Regular Meetings will be held by the Board with or without notice every last Tuesdayof each month at 6:PM central time at the designated Regular Meeting place unless otherwise stated in the notice.
8. Special Meetings may be requested in writing by the Chairman or any (2) Directors providing at least 5 business days notice by ordinary U.S. mail or any other corporate form of contact, effective when mailed or published publicly. Minutes of the meeting shall be sent to the Board within (1) week after the meeting.

*ACCOUNTING:*

1. All accounts related to the Company, including contributions and distribution accounts will be reviewed and reports prepared every 3rd Friday of each month for the upcoming Regular Meeting.
2. All Directors will maintain a joint contribution account. Directors will keep accurate and complete books and records for all accounts related to the Company. Any Director or Administrator will be allowed to review all books of accounts at any time.
3. Accounting records will be kept online at the business website in designated transaction logs. This organization will collect cash, electronic payments, gifts, food, hygiene and other forms of donations which will further include a cash basis record book to be synced to the online transaction log in a timely manner.
4. All financial records including tax returns and financial statements will be held at the Company’s primary business address and will be accessible to all Directors.
5. The fiscal year will be completed on the last day of December of each year. All Members will present their position on the state of the organization.
6. The Company may issue shares of the Company’s stock by promissory note/bond with or without certificates. Within reasonable time after the issue or transfer of shares without certificates, the Company shall send the shareholder a written statement of the information that is required by law to be on the certificates. Upon written request to the Company Secretary by a holder of such shares, the Secretary shall provide a certificate in the form prescribed by the Directors.
7. Directors will not be allowed to withdraw from their profit allocation at any time.
8. The Directors will share the net profits and losses of the Company according to the following percentages:

President/Owner = 85% of total net profits and losses

Treasurer = 5% of profits and losses

Secretary = 5% of profits and losses

Exec. Admin. = 5% of profits and losses

*CERTIFICATION:*

All Directors and Members agree to enter into mediation before filing suit against any other Member or Director of the company for any dispute arising from this Agreement or company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any lawsuits will be under the jurisdiction of the state of Oklahoma.

 This Agreement constitutes the entire Agreement among the Directors regarding the terms and basic operations of this Association, except for any amendments to this Agreement adopted in accordance with the terms herein. This Agreement supersedes all prior and contemptuous agreements, statements, understandings, and representations of the parties regarding the terms and operations of the Company, except as provided in the preceding sentence.

 *I certify that the foregoing is a true and correct copy of the bylaws of the Generational Movement of Activists Association duly adopted by the initial Board of Directors.*

ALL DIRECTORS SIGNED HERETO AGREE TO THE ABOVE STATED AGREEMENT AUTHORIZED BY THE LAWS OF THE STATE OF OKLAHOMA.

Generational Movement of Activist Association 2024

[www.generationalactivist.org](http://www.generationalactivist.org).