

**Operating Agreement
of
Coming to the Table, L.L.C.**

**Article 1
Offices**

Section 1. Principal Office

The principal office of Coming to the Table, L.L.C. referenced hereafter as “the Company,” is located in the City of Harrisonburg, State of Virginia.

Section 2. Change of Address

The designation of the county or state of the Company's principal office may be changed by an affirmative majority vote of the Board of Managers (“Board”).

Section 3. Other Offices

The Company may also have offices at such other places, where it is qualified to do business, as its business and activities may require, and as the Board may, from time to time, designate.

Article 2 Purposes

Section 1. IRC Section 501(c)(3) Purposes

This organization is an affiliate of Eastern Mennonite University, which is its sole member, and hereinafter referred to as “EMU,” which is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

Section 2. Specific Purpose and Objectives

Purpose: to provide leadership, resources, and a supportive environment for all who wish to acknowledge and heal wounds from racism that is rooted in the United States’ history of slavery, specifically.

Objectives:

- a) To acknowledge, as an organization, the profound wounds of slavery and the racism it spawned in the U.S. and encourage and support members of the CTTT community to share their personal, family and community histories and experiences of race with openness and honesty;
- b) To help our CTTT community members and others to connect within and across racial lines in order to build relationships that transcend a history of conflict and inequality;
- c) To offer our members and others resources for healing from the persistent wounds of racial inequality and injustice inflicted in the past and today;
- d) To work with our CTTT community members and others to take action to make systemic and institutional change to end racial inequality and injustice and to seek healing and racial reconciliation between individuals, within families, and in communities;
- e) To communicate with our CTTT community members and others what we have learned through our reconciliation approach addressing history, connection, healing and action;
- f) To develop and nurture a healthy organization that is sustainable, reflective, and effective at carrying out our mission and realizing our vision.

Article 3 Managers

Section 1. Number

The Company shall have between nine (9) and thirteen (13) Managers and collectively they shall be known as the Coming to the Table Board of Managers or the "Board."

Section 2. Qualifications

Managers shall be at least the age of eighteen. Other qualifications for Board Managers of the Company shall be as follows:

- a) At least four (4) persons descended from people who were enslaved in the U.S. prior to emancipation in 1865;
- b) At least four (4) persons descended from people who held, owned or traded slaves in the U.S. prior to emancipation in 1865.
- c) At least one (1) person who is a full-time employee of EMU.

Section 3. Powers

Subject to the provisions of the laws of the Commonwealth of Virginia and this Operating Agreement relating to action required or permitted to be taken or approved by the member(s) of the Company, the activities and affairs of this Company shall be conducted by or under the direction of the Board.

Section 4. Duties

It shall be the duty of the Board of Managers to:

- a. Perform any and all duties imposed on them collectively or individually by law, or by this Operating Agreement, including but not limited to the following:
 1. Attending Board meetings to the best of their ability;
 2. Pursuing a Coming to the Table activity outside Board meetings that the Board deems significant. Examples include: serving as an officer, leading or being actively involved in a committee, leading a local gathering group, public speaking, and writing books, articles or online blogs;
- b. Appoint and remove, employ and discharge, and, except as otherwise provided in this Operating Agreement, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the Company;
- c. Supervise all officers, agents, and employees of the Company to assure that their duties are performed properly;
- d. Meet at such times and in such locations or by such methods of communication as required by this Operating Agreement;
- e. Register their addresses with the Secretary of the Company with notices of meetings mailed or faxed or emailed to them at such addresses to be deemed valid notices thereof;

- f. Notify the President of any expected absence from a regular or special board meeting and the reason for such absence at least one hour before the meeting time;
- g. Complete all online polls or surveys to record official Board votes between regular or special meetings or after meetings when a quorum was not reached by the deadline provided in the poll or survey notification.

Section 5. Term of Office

Each Manager shall hold office for a period of two (2) years and until his or her successor is elected and qualifies. The first Board of Managers of the Company may establish staggered terms with some Managers initially being appointed to one-year or two-year terms for their first term. Once these initial staggered terms are set up, all Manager terms of office shall be two years in length.

Manager terms of office shall begin on October 1 of the year in which they are elected and end September 30 two years following. For initial 1-year staggered terms, Manager terms of office shall begin on October 1 of the year in which they are elected and end September 30 one (1) year following. After serving two (2) consecutive terms a Manager is not eligible for Board Membership until they have not served on the Board for two years.

Section 6. Compensation

Managers shall serve without compensation except that a reasonable fee may be paid to Managers for attending regular and special meetings of the board. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties. Any payments to Managers shall be approved in advance in accordance with the Company's conflict of interest policy, as may be adopted by the Board. Manager

Section 7. Place of Meetings

Meetings of the board of Managers shall be held at the principal place of office, or other locations designated by the board, or by conference call or video conference, or any other method of communication by which all Managers participating may simultaneously hear each other during the meeting.

Section 8. Regular Meetings

Regular board meetings shall be held monthly, unless the board votes to amend the meeting schedule. At the regular meeting of the board held in September, Managers shall be elected by the board. Voting for the election of managers shall be by email or internet ballot published on the internet via on-line survey website. Each Manager shall cast one vote per candidate, and may vote for as many candidates as the number of candidates to be elected to the board. The candidates receiving the highest number of votes up to the number of Managers to be elected shall be elected to serve on the board.

Section 9. Special Meetings

Special meetings of the board may be called by the President of the board, the Vice President, the Secretary, by any two Managers,. Such meetings shall be held at the place designated by the person or persons calling the special meeting, or by conference call, video conference, email, or on-line survey.

If a special meeting is called by email with voting to be done by email or on-line survey, the above and following rules apply:

- a. Quorum and action percentages as required for regular board meetings shall apply to email / on-line survey meetings. Once a quorum has voted by email or on-line survey, the matter may be decided once an adequate number of votes, yea or nay, have been cast; however, in no case shall email voting or the on-line survey end prior to seven days from the time of the first email transmission. Results will be transmitted to the board within 24 hours of the closing of the survey.
- b. Managers have seven days to raise an objection to using email or an on-line survey to take action on the matter(s) proposed for consideration in the special meeting. If any one director registers such objection, the matter(s) must be taken up at a regular board meeting and any special meeting action on the matter(s) shall be voided.

Section 10. Notice of Meetings

Unless otherwise provided by this Operating Agreement or provisions of law, the following provisions shall govern the giving of notice for meetings of the board:

- a. **Regular Meetings.** No notice need be given of any regular meeting of the board.
- b. **Special Meetings.** Proper notice, as described below, shall be given by the Secretary or other member of the Executive Committee of the Company to each Manager of each special meeting of the board. Such notice must be written, may be given personally, by first class mail, by telephone by fax or by email, and shall state the place, date, and time of the meeting, reasons for calling a special meeting, and the matters proposed to be acted upon at the meeting. In the case of mail, fax or email notification, the Managers to be contacted shall acknowledge personal receipt of the notice by a return message or telephone call within seventy-two hours of the first transmission. If a Manager does not respond within seventy-two hours, another notice shall be sent.

Proper notice of Special Meetings:

- In-person meetings: at least two weeks from date of phone call, fax, regular mail, or email.
- Conference call meetings: at least seven days from date of phone call, fax, regular mail or email
- Email or on-line survey meeting: voting may begin as soon as the email is sent; the email or on-line survey must be available to register votes for at least seven days.

- c. **Waiver of Notice.** Whenever any notice of a meeting is required to be given to any Manager of this Company under provisions of this Operating Agreement or the law of the Commonwealth of Virginia, a waiver of notice in writing signed by the Manager or by email, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

Section 11. Quorum for Meetings

A quorum shall consist of at least 60% of the members of the board of Managers.

Except as otherwise provided under this Operating Agreement or provisions of law, no business shall be considered by the board at any meeting at which the required quorum is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn.

Section 12. Percent Needed for Board Action

Every act or decision done or made by at least 51% of the total number of members of the board of Managers, unless this Operating Agreement or provisions of law require a greater percentage or different voting rules for approval of a matter by the board.

Section 13. Conduct of Meetings

Meetings of the board shall be presided over by the president of the board, or in his or her absence, the vice president of the Company, or in the absence of each of these persons, by a chairperson chosen by at least 51% of the total number of members of the board of Managers. The secretary of the Company shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

Meetings shall be governed by such procedures as may be approved from time to time by the board, insofar as such rules are not inconsistent with or in conflict with this Operating Agreement or with provisions of law.

The Board may go into executive session from which everyone is excluded except currently serving elected Managers and invited guests as agreed to by a majority of the Board. The Board may invite relevant individuals, as required, for consultation. The session may be called at the option of the chairperson, or by at least 51% of the total number of members of the Board of Managers, under the following circumstances: (a) on the advice of counsel, (b) to discuss current pending legal matters, (c) to consult with the auditors and compensation consultants, (d) to acquire or dispose of property, (e) to discuss or act on personnel issues, or (f) to hear directly from a CTTT member, prospective applicant, nominee or existing Committee or Board member when serious adverse allegations have been made about that persons behavior or character, or (g) to address such other matters as the board deems confidential or sensitive; however no binding vote may be taken in executive session except to recess, adjourn, or come out of executive session. No minutes shall be taken in executive session, and participants shall keep the matters

discussed confidential. The motion to call a session must include identification of invited individuals and the purpose of the session.

Regarding the conduct of board meetings when there is not a quorum:

- a. The President, or his or her designee, is authorized to conduct a meeting, though it is not an official meeting of the board.
- b. Those present can meet and talk about agenda items and bring up new items as long as no official board actions are taken.
- c. The agenda sent out prior to the meeting shall be followed in the manner of official board meetings.
- d. Votes by email, online survey or poll are permitted afterwards to register official votes of the board on items suggested by those present in the meeting.

Section 14. Vacancies

Vacancies on the board shall exist (1) on the death, resignation, or removal of any Manager, and (2) whenever the number of authorized Managers is increased.

Any Manager may resign effective upon giving written notice to the chairperson of the board, the president, the secretary, or the board, unless the notice specifies a later time for the effectiveness of such resignation.

Managers may be removed from office after discussion and by vote of the board, as permitted by and in accordance with the laws of the Commonwealth of Virginia. Inadequate participation in board meetings may constitute grounds for removal. The following constitutes inadequate participation, unless the board determines that extenuating circumstances prevented the Manager from meeting the standards articulated herein: Four instances of the following within one year will be cause for removal:

1. A Manager does not inform the President, or designated chair, or another Manager who attends the meeting that he or she will not be attending a board meeting and does not attend the meeting, or
2. Absence from a meeting is for a reason other than:
 - Conflict with work schedule requirements
 - Illness
 - Family obligations
 - Emergency (e.g., accident, severe weather, systems failure (electrical or phone outage, computer failure)), or
3. A Manager does not complete the on-line voting poll by the deadline provided, except for illness or emergency as described above.

Unless otherwise prohibited by this Operating Agreement or provisions of law, vacancies on the board may be filled by approval of the Managers. If the number of Managers then in office is less than a quorum, a vacancy on the board may be filled by approval of a majority of the board

Managers then in office or by a sole remaining director. A person elected to fill a vacancy on the board shall hold office until the next election of the board or until his or her death, resignation, or removal from office.

If any director is either unwilling or unable to complete his or her term, a replacement will be appointed for the balance of the departing director's term. If the service time of the new director's interim appointment to replace a departing director is more than one year, the new director will be eligible for only one additional two (2) year term. If the service time of the new director's interim appointment to replace a departing director is less than one year, the new director will be eligible for an additional (2) year term. No more than one third of the board may be replaced in a calendar year, except to meet the minimum number of Managers as stated in the bylaws or as becomes necessary to fill unexpired terms.

Section 15. Nonliability of Managers

Managers shall not be personally liable for the debts, liabilities, or other obligations of the corporation under which the Company operates.

Section 16. Indemnification by Corporation of Managers and Officers

The Managers and officers of the Company shall be indemnified by EMU to the fullest extent permissible under the laws of this state. The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Managers (in this context, each, an "Indemnitee" and, collectively, the "Indemnitees") from and against any losses, claims, damages, liabilities or actions ("Losses"), joint or several, to which such Indemnitees may be subject by virtue of any act performed by such Indemnitee, or omitted to be performed by any such Indemnitee, in connection with the business of the Company or its formation, and shall reimburse each such Indemnitee for any legal or other expenses reasonably incurred by such Indemnitee in connection with investigating, defending or preparing to defend any such Loss; provided, however, that the Company shall not be liable to any Indemnitee for any Loss to the extent that in the final judgment of a court of competent jurisdiction such Loss is found to arise from such Indemnitee's gross negligence or willful misconduct; *and, provided further* that the Company shall not be liable to any Indemnitee for any Losses relating to or arising from any action brought by one Manager against another Manager. The Company may carry insurance protecting it and potential Indemnitees from liabilities to third parties, to the extent practicable.

Section 17. Insurance

This Company and Managers shall be insured through EMU with which it is affiliated.

Article 4 Officers

Section 1. Designation of Officers

The officers of the Company shall be a President, a Vice President, a Secretary, and a Treasurer. The Company may also have a chairperson of the board, one or more vice presidents, assistant secretaries, assistant treasurers, and other such officers with such titles as may be determined from time to time by the board.

Section 2. Qualifications

Any Manager may serve as officer of this organization.

Section 3. Election and Term of Office

Officers shall be elected by the board, at any time, and each officer shall hold office for a term of one year or until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first. Officers may be elected to successive terms.

Section 4. Removal and Resignation

Any officer may be removed, either with or without cause, by the board, at any time. Any officer may resign at any time by giving written notice to the board or to the President or Secretary of the Company. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board relating to the employment of any officer of the Company.

Section 5. Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. Duties of President

The President shall be the chief executive officer of the Company and shall, subject to the control of the board, supervise and control the affairs of the Company and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by this Operating Agreement, or which may be prescribed from time to time by the board. Unless another person is specifically appointed as chairperson of the board, the President shall preside at all meetings of the board and, if this organization has members, at all meetings of the members.

Section 7. Duties of Vice President

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have other powers and perform such other duties as may be prescribed by law, or by this Operating Agreement, or as may be prescribed by the board.

Section 8. Duties of Secretary

The Secretary shall:

Certify and keep at the principal office of the Company the original, or a copy, of this Operating Agreement as amended or otherwise altered to date.

Keep at the principal office of the Company or at such other place as the board may determine, a book of minutes of all meetings of the board, and, if applicable, meetings of committees, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

Ensure that the minutes of meetings of the Company, any written consents approving action taken without a meeting, and any supporting documents pertaining to meetings, minutes, and consents shall be contemporaneously recorded in the records of this Company.

"Contemporaneously" in this context means that the minutes, consents, and supporting documents shall be recorded in the records of the Company by the later of (1) the next meeting of the board, committee, membership, or other body for which the minutes, consents, or supporting documents are being recorded, or (2) sixty (60) days after the date of the meeting or written consent.

See that all notices are duly given in accordance with the provisions of this Operating Agreement or as required by law.

Be custodian of the records and of the Company.

Exhibit at all reasonable times to any Manager of the Company, or to his or her agent or attorney, on request therefore, the operating agreement, the membership book, and the minutes of the proceedings of the Managers of the Company.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law or by this Operating Agreement, or which may be assigned to him or her from time to time by the board.

Section 9. Duties of Treasurer

The treasurer shall in a review capacity monitor the accounts of the Company as managed by the designated fiscal agent of the corporation under which the Company is operated.

Section 10. Compensation

The salaries of the officers, if any, shall be fixed from time to time by resolution of the board. In all cases, any salaries received by officers of this Company shall be reasonable and given in return for services actually rendered to or for the Company. All officer salaries shall be approved in advance in accordance with this Company's conflict of interest policy, as set forth in Article 9 of this Operating Agreement.

Article 5 Committees

Section 1. Executive Committee

The Board may, by vote, designate an Executive Committee consisting of four (4) Managers and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the Company, to the extent permitted, and, except as may otherwise be provided, by provisions of law.

By a vote of its Managers, the board may at any time revoke or modify any or all of the executive committee authority so delegated, increase or decrease but not below two (2) the number of the members of the executive committee, and fill vacancies on the Executive Committee from the members of the board. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

Section 2. Other Committees

- a. The Company shall have such other committees as may from time to time be designated by vote of the board. These committees may consist of persons who are not Managers of the board and shall act in an advisory capacity to the board.
- b. The Secretary of the board shall maintain a list of current standing and ad-hoc committees with a description of the make-up and duties of each.
- c. Standing committees, in addition to the Executive Committee, shall include:
 - Fundraising
 - Community Activities
 - Communications
 - Partnerships
 - Finance

Other standing committees may be added by vote of the board.

- d. From time to time, the board may establish ad-hoc committees to be constituted to address specified time-delimited duties.
- e. Recruitment of committee members:
 - Committee members from the board shall be recruited by requests for volunteers at board meetings.
 - Committee members from outside the board shall be recruited by the posting of a solicitation for volunteers at such locations as a national gathering, listserv, or social networking site. The posting shall include: the current organization vision, mission, approach, and values statements, a description of the committee, expected time and technology requirements, description of the committee member selection process, and a request for an expression of interest from those desiring to serve on a committee.
- f. Appointment of committee members:
 - Each committee shall review the expressions of interest it has received and make a recommendation to the board regarding new committee members it recommends for approval.
 - Appointments of members to committees shall be made by vote of the board after review of the recommendations of the committee.
 - The committee chair shall notify new member of their appointment.

Section 3. Meetings and Action of Committees

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of this Operating Agreement concerning meetings of the board, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board and its Managers, except that the time for regular and special meetings of committees may be fixed by vote of the board or by the committee. The board may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of this Operating Agreement.

Article 6

Organization Employees and Membership

Section 1. Organization Employees

The board may hire such paid employees as it deems necessary to carry out the business of the Company and as the budget allows. The board shall adopt a job description for each employee position and maintain such job descriptions among its official records. Once the number of paid positions exceeds one, the board shall adopt an organization chart and maintain such chart among its official records.

Article 7
Execution of Instruments, Deposits, and Funds

(This article is reserved until such time as the Company is incorporated as a separate corporation.)

Article 8
Organizational Records and Reports

Section 1. Maintenance of Organizational Records

The Company shall keep at its principal office at EMU:

- a. Minutes of all meetings of the board of Managers, committees of the board, and, if this company has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- d. A copy of the Company's Operating Agreement as amended to date, which shall be open to inspection by the members, if any, of the Company at all reasonable times during office hours.

Section 2. Managers' Inspection Rights

Every Manager shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Company, and shall have such other rights to inspect the books, records, and properties of this company as may be required under other provisions of this Operating Agreement and provisions of law.

Section 3. Right to Copy and Make Extracts

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

Section 4. Periodic Report

(This section is reserved until such time as the Company is incorporated as a separate corporation and corporate reporting to the IRS is required.)

Article 9 IRC 501(c)(3) Tax Exemption Provisions

(This article is reserved until such time as the Company is incorporated as a separate corporation.)

Article 10 Conflict of Interest and Compensation Approval Policies

(This article is reserved until such time as the Company is incorporated as a separate corporation.)

Article 11 Dissolution

The Company shall be dissolved and its business wound up and terminated on the earlier of:

(i) The date on which the Company is terminated or dissolved by operation of law or judicial decree;

(ii) The date on which the Company files a voluntary petition in bankruptcy or for reorganization or for the adopting of an arrangement under the Bankruptcy Code or similar state statutes for the relief of debtors or an admission seeking the relief provided therein;

(iii) The date on which an involuntary petition in bankruptcy is filed or for reorganization of the Company or other arrangement under the Bankruptcy Code or similar state laws for the relief of debtors which is not dismissed within 120 days of filing of the same;

(iv) The date on which the Company makes a general assignment for the benefit of creditors; or,

(v) The date on which the Members unanimously agree to terminate the Company.

(b) Upon termination for any reason whatsoever, the Company shall thereafter engage in no further business other than that necessary to wind up the business of the Company and to distribute the Company's assets.

Proceeds from Liquidation. Proceeds from liquidation shall be applied promptly after the receipt in the following order of priority:

- (a) Company Debts. First, to pay all debts or other evidences of indebtedness of the Company or any Subsidiary;
- (b) Reserves. Second, to establish reserves for known and unknown liabilities; and
- (c) Members. Third, the Center for Justice and Peacebuilding at Eastern Mennonite University.

Article 12

Amendment of Bylaws

Section 1. Amendment

Subject to the power of the Members, if any, of this Company to adopt, amend, or repeal the Operating Agreement of this company and except as may otherwise be specified under provisions of law, this Operating Agreement, or any of them, may be altered, amended, or repealed and new bylaws adopted by recommendation of the Board and approval of the Members.

Article 13

Construction and Terms

Should any of the provisions or portions of this Operating Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of this Operating Agreement shall be unaffected by such holding.

All references in this Operating Agreement to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

ADOPTION OF OPERATING AGREEMENT

The undersigned, being the sole member of the Company, does hereby adopt the foregoing Operating Agreement, consisting of 16 preceding pages, as the Operating Agreement of Coming to the Table, L.L.C.

Dated: 7/21/15

EASTERN MENNONITE UNIVERSITY

BY: Fred Keiser, provost

ITS: _____

15006461

Note: The Board of Coming to the Table approved this Operating Agreement at their meeting on Monday, June 8. Per email from Tom DeWolf, Executive Director, CTTT, on June 10, 2015.

-K. Smith.