



California Indian Manpower Consortium, Inc.

The CIMC Movement: Creating Positive Change for Native Communities

BY-LAWS
of the
California Indian Manpower
Consortium, Inc.

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By-Laws of the California Indian Manpower Consortium, Inc.

**ARTICLE I
NAME**

The name of this Corporation is

CALIFORNIA INDIAN
MANPOWER
CONSORTIUM, INC.

**ARTICLE II
PRINCIPAL OFFICE**

The principal office for the transaction of the business of this Corporation shall be located in Sacramento County, California. However, the Board of Directors of this Corporation may at any time, or from time to time, change the location of the principal office from one location to another, within the State of California.

**ARTICLE III
CORPORATE SEAL**

The Corporate seal of this Corporation shall consist of the words and figures "*California Indian Manpower Consortium, Inc.*" inscribed within a circle. The presence or absence of the Corporate seal on official documents shall not affect their validity.

**ARTICLE IV
PURPOSES AND POWERS**

Section 1. Specific Purpose

The specific and primary purpose for which this Corporation is formed is to conduct business as a non-profit California corporation, in service to the Native American California Indians, and the tribes, reservations and rancherias, the individuals and the organizations, that are within the State of California and the various areas to be served.

Section 2. General Purposes

The general purposes for which this Corporation is formed are:

- A. This Corporation shall serve as the Administrative Unit of the California Indian Manpower Consortium, under grants from the Department of Labor of the United States Government, and otherwise, to provide job training and employment opportunities for economically disadvantaged, unemployed and under-employed American Indians, and to assure that such training and other services lead to maximum employment opportunities and enhancement of individual self-sufficiency.
- B. This Corporation shall undertake programs and flexible systems, including, but not limited to, classroom training, on-the-job training, short and long term work experience, and other related services.

Section 3. Powers and Authority

The Corporation shall have the following powers and authority:

- A. This Corporation shall have the power and authority to enter into contracts of every lawful kind and description, and shall have all rights and powers generally allowed to non-profit corporations, including the ownership and free alienation of real and personal property by purchase, lease, devise or other gift, encumbrance, or otherwise.
- B. This Corporation shall have the specific power, right and authority to enter into contracts between the California Indian

Manpower Consortium and any party, public or private, for purposes of development, approval, operation, maintenance, enhancement or performance of its primary purpose and programs incidental thereto.

- C. This Corporation shall have the power, right and authority to enter into contracts on behalf of the California Indian Manpower Consortium with the various units of state and local government, Indian government, public agencies and other non-profit organizations, and otherwise.
- D. This Corporation shall have the power and authority to do and perform any act deemed reasonably and lawfully necessary or expedient to qualify for or participate as a grantee, contractor, sponsor, administrative unit, or in any other capacity to obtain any grant, program, benefits or services available under any federal, state or local laws, or from any other person or organization or agency.
- E. This Corporation shall have the power and authority to do and perform any other lawful act as may be necessary, convenient or expedient in the conduct of business to accomplish the purposes of this Corporation, provided, however, that the foregoing purposes and powers shall not authorize, except to an insubstantial degree, any activities which are not in the furtherance of the primarily charitable and educational purposes for which the Corporation is formed.
- F. This Corporation is formed under the non-profit Corporation laws of the State of California; but, the

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Corporation's activities shall not necessarily be restricted to the State of California, nor to the continental limits of the United States of America.

Section 4. Consortium Agreement

All corporate powers, whether exercised by the Board of Directors or the Membership of this Corporation, shall be subject to and under authority of the Consortium Agreement of the California Indian Manpower Consortium.

**ARTICLE V
MEMBERSHIP**

Section 1. Eligibility for Membership

- A. All members and applicants for membership in this organization must meet and maintain the membership criteria established by these By-Laws, subject to biennial certification by the By-Laws and Credentials Committee of the California Indian Manpower Consortium, Inc., and ratification by vote of the Board of Directors.
- B. The following will be deemed eligible for membership in the California Indian Manpower Consortium, Inc., upon proper and timely application as set forth below:
 - 1. Federally-recognized American Indian Tribes, Reservations, Rancherias, Bands and Colonies.
 - 2. Terminated Rancherias.
 - 3. American Indian Groups, Entities, and Organizations, as hereinafter described. "American Indian Groups, Entities, and Organizations" shall mean public or private non-profit agencies whose principal purpose is promoting the economic or social

self-sufficiency, education, or health of American Indians either on or off the reservation(s) or rancheria(s). The majority of the governing board and membership of each such American Indian Group, Entity, or Organization must be composed of American Indians.

Section 2. Procedures for Applying for Membership

- A. Federally-recognized American Indian Tribes, Reservations, Rancherias, Bands and Colonies applying for membership may qualify for same by timely submission of the following to the Chairman of the California Indian Manpower Consortium, Inc. Board at the California Indian Manpower Consortium, Inc. corporate office:
 - 1. Tribal Resolution and Certification.
 - 2. Letter of Authorization naming one delegate authorized to represent the Tribe, Reservation, Rancheria, or Colony at meetings of the membership of the California Indian Manpower Consortium, Inc. and one alternate delegate to act in the delegate's absence.
- B. Terminated Rancherias and other American Indian Groups, Entities, and Organizations applying for membership in this Corporation, may qualify for same by timely submission of the following to the Chairman of the California Indian Manpower Consortium, Inc. Board at the California Indian Manpower Consortium, Inc. corporate office:
 - 1. Membership Roster, with at least twenty (20) voting members including each member's original signature and address. Voting

members must be at least eighteen (18) years of age; and certification that each member is eighteen or older must be attached to the roster. These requirements shall be a condition of continuing membership. An individual cannot be listed on more than one qualifying membership roster. Membership rosters shall be subject to approval and certification by the By-Laws and Credentials Committee.

- 2. Copy of current By-Laws.
 - 3. Resolution and Certification.
 - 4. Copy of minutes of meeting of the governing body of the applicant organization, showing decision of same to join the California Indian Manpower Consortium, Inc.
 - 5. Letter of Authorization naming one delegate authorized to represent the Group, Entity, or Organization at meetings of the membership of the California Indian Manpower Consortium, Inc. and one alternate delegate to act in the delegate's absence.
- C. Applicants with unique organizational structures (such as Indian Health Projects, Education Projects, Housing Authorities, etc.) which operate under a Board of Directors or similar governing body selected by a service area population or by member tribes rather than by a general membership, when applying for membership in this Corporation, may qualify for same by timely submission of the following to the Chairman of the California Indian Manpower Consortium, Inc. Board at the California Indian Manpower Consortium, Inc. corporate office:
 - 1. Copy of organizational structure.
 - 2. Roster of Board of Directors or

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governing body.

3. Copy of current By-Laws.
4. Resolution, certified by corporate secretary.
5. Tribal Resolution, when applicable.
6. Letter of Authorization naming one delegate authorized to represent the organization at meetings of the membership of California Indian Manpower Consortium Inc. and one alternate delegate to act in the delegate's absence.

- D.** All delegates and their alternates named pursuant to *Parts A, B, and C* above must be American Indians who meet the certification criteria as established by these By-Laws. A signatory (*i.e., any of the three individuals signing the CIMC Letter of Authorization*), delegate or alternate may not be a WIA participant or CIMC administrative staff. A delegate or alternate may not represent more than one member. Every delegate and alternate must meet and maintain the qualifications and certification requirements set forth in these By-Laws throughout their terms as delegates or alternates.

Section 3. Time for Submission of Applications for Membership and Renewals

- A.** The deadline for application for membership, for the purpose of voting at the Annual meeting, through initial submission of the documents required in *Article V., Section 2*, is **June 30** of each year. If an applicant for membership is not currently a member at the time of submission of its application for membership, that applicant must submit all documents required of it in *Article V, Section 2*, above,

regardless of whether applicant was a member in some previous year and had submitted the required documents at that time.

- B.** Current members must apply for a renewal of their membership before **June 30** of every odd numbered year by submission of the following:
1. Resolution and certification.
 2. Letter of Authorization naming one delegate to represent the member at meetings of the membership of California Indian Manpower Consortium, Inc. and one alternate delegate to act in the delegate's absence.
 3. Terminated Rancherias and other American Indian Groups, Entities, and Organizations and applicants with unique organizational structures as described in *Section 2, paragraph C*, above must also submit updated copies of all documents required upon initial application for membership as provided in *Section 2, paragraphs B and C*, above, provided, however, that if any or all of the previously submitted documents remain current at the time of application for renewal, then the member may merely certify that those specific documents remain current without submitting additional copies of those specific documents.
- C.** All initial documentation submitted by **June 30** must be complete no later than the last business day in August of that year in order for a member to be eligible to vote at the annual meeting.

Section 4. Certification of Members

- A.** Upon receipt of an application for membership, the Chairman shall promptly review it or cause it to be reviewed to determine whether all documents required to be submitted by *Section 2*, above, are included and complete. If the application is not complete, the applicant shall promptly be requested to provide any additional information that is necessary.
- B.** When the Chairman is in receipt of an application for membership that appears to be complete, he shall immediately refer it to the By-Laws and Credentials Committee for review.
- C.** The By-Laws and Credentials Committee of the California Indian Manpower Consortium, Inc. shall use the following criteria for the purpose of certification of organizations and delegates:
1. Tribal or judgment roll number.
 2. Tribal or BIA certification as Indian.
 3. Certified birth certificate showing American Indian origin.
 4. Notarized statement from two or more elders from an established Indian community, who know the family lineage as recognized American Indian.
- D.** The By-Laws and Credentials Committee shall then certify the applicants as eligible for membership, when appropriate, and refer the application to the Board of Directors for final decision.

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Section 5. Term of Membership

The membership of members of this Corporation, unless sooner terminated as set forth below, shall be for the period of time fixed by the Consortium Agreement of the California Indian Manpower Consortium or by the resolution authorizing membership, whichever is sooner. Continuing membership shall be contingent upon each member complying with the membership renewal provisions contained in *Section 3* above and executing for itself through its delegate, respectively, the superseding Consortium Agreements that may be from time to time contracted. Therefore, current membership requires endorsement of and executing of the then current Consortium Agreement and any amendments thereto. Failure to sign such Consortium Agreement and any amendments thereto or to submit the documents required for renewal of membership at each renewal thereof shall be deemed an abandonment of membership or resignation of the defaulting member and evidence that such resigned member is no longer interested in the programs or benefits that might come therefrom to members in good standing.

Section 6. Certificates of Membership

Certificates of Membership, numbered and impressed with the seal of the Corporation, signed by the Corporation, for the duration and time limits of the then current Consortium Agreement, shall be issued to each member in good standing. Members may retain such certificates for so long as they remain in good standing. Upon termination of the membership, such certificates shall be returned to the Secretary of the Corporation, to be

canceled or disposed of as the Board of Directors shall direct. Certificates that are simply expired by the passing of time need not be returned for so long as the member continues in good standing. Memberships and Certificates of Membership of this Corporation shall not be transferable, and the physical certificate itself shall remain the property of the Corporation.

Section 7. Privileges and Responsibilities of Members

- A. Upon acceptance by the Board of Directors of the Corporation of an application for membership, each member shall be entitled to equal representation and voting privileges as a member of the California Indian Manpower Consortium, Inc.
- B. A member shall inform the Board of Directors of the Corporation of any changes in its status, address, membership or other relevant matters. However, if a member shall obtain corporate status subsequent to becoming a member of the California Indian Manpower Consortium, Inc., the change in legal status shall not affect its membership.
- C. Members shall comply with the By-Laws and Consortium Agreement of California Indian Manpower Consortium, Inc.

Section 8. Termination of Membership

- A. Any member or delegate may resign from this Corporation subject to provisions of the Consortium Agreement, federal regulations and California state law by providing notice of said

resignation along with a resolution and certification from its governing body stating its intention to resign from membership.

- B. Any member or delegate may be terminated from participation and excluded from the programs and benefits of this Corporation for failure to maintain certification and qualification as required by these By-Laws. Written notice of jeopardy for failure of certification subsequent to qualification shall be sent to such member by certified and regular mail, by the By-Laws and Credentials Committee, at least fifteen (15) days prior to June 30 of that year. If such defects be cured by **June 30**, the By-Laws and Credentials Committee shall review and pass on same, and advise the Board of Directors in writing of the renewal of certification, and member likewise notified thereof. If such member does not respond to the termination notice within that fifteen (15) day period, the Board of Directors shall pass on and forward a notice of membership termination, by certified and regular mail, to the terminated member. However, the membership shall expire, irrespective of Board or Committee action, as of the date on which the member's resolution or Letter of Authorization expires.
- C. If any event occurs which renders a member ineligible for membership, termination for such cause shall take effect only upon expiration of the period (*not to exceed two years*) for which such member's current membership runs, unless the member voluntarily resigns from membership or is terminated.

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D. Any member of this Corporation may be terminated by 3/4 vote of the full Board of Directors, or by sixty percent (60%) vote of the membership present and voting at any regular or special meeting of the membership of this Corporation. Cause for termination shall be that amounting to intentional breach of the By-Laws of this Corporation or infraction of the Consortium Agreement of the California Indian Manpower Consortium or taking any action which is contrary to the interests of the Consortium as determined by the Board of Directors. Following the determination that a member should be terminated from membership the following procedure shall be implemented:

1. A notice shall be sent by mail by prepaid first class or registered mail to the most recent address of the member as shown on the Corporation's records, setting forth the termination and the reasons therefor. Such notice shall be sent at least fifteen (15) days before the proposed effective date of termination.

2. The member being terminated shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held not fewer than five (5) days before the effective date of the proposed termination. The hearing will be heard by a special committee composed of not fewer than three directors appointed by the Chairman of the Board with approval of the Board. The notice to the member of his or her proposed termination shall state the date, time and place of the hearing on his or her proposed termination.

3. Following the hearing, the

special committee shall decide whether or not the member should in fact be terminated, suspended, or sanctioned in some other way. The decision of the committee shall be referred to the full Board for ratification.

ARTICLE VI MEETINGS OF THE MEMBERSHIP

At meetings of the membership of the Corporation, each member of the Corporation shall be represented by one delegate selected by each member. Each delegate shall have an alternate likewise selected, and the alternate may serve in the absence of the delegate at the meetings of the membership of the Corporation. A delegate or alternate may not represent more than one member.

Section 1. Place of Meetings

Meetings of the membership shall be held at any place within or outside the State of California designated by the Board of Directors.

Section 2. Regular Meetings

The membership of the California Indian Manpower Consortium, Inc. shall hold a regular annual meeting during the first full weekend in November of each year unless the Board of Directors fixes another date and so notifies the members. The date, place and agenda for each regular membership meeting shall be set by the Board of Directors of the California Indian Manpower Consortium, Inc. Notice thereof shall be set forth in written form, sent by way of the United States Postal Service, at least one copy to each Consortium member at least thirty (30) days before such meeting.

Such notice shall be mailed to all Consortium members at the respective address of record maintained by the Secretary of the Corporation.

Section 3. Special Meetings

A. The membership of the California Indian Manpower Consortium, Inc. may hold special meetings. Such special meetings may be called by the Board of Directors by resolution adopted by a majority of the Board at a regular or special meeting, or telephone conference call. Such special meeting may also be called by the membership itself at the request of twenty-five percent (25%) of the Consortium members. If a special meeting is called by twenty-five percent (25%) of the members, the request shall be submitted by such members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the Chairman of the Board. The Chairman shall cause notice to be promptly given to the members entitled to vote, in accordance with the notice provisions in *part B* below, that a meeting will be held, and the date for such meeting, which date shall be not less than thirty-five (35) nor more than ninety (90) days following receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the persons requesting the meeting may give the notice. Nothing contained in this subsection shall be construed as limiting, fixing, or affecting the time when a meeting of members may be held when the meeting is called by

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action of the Board of Directors.

- B.** The time, date, place and agenda for such special meetings of the membership shall be set by the Board of Directors with notice thereof in writing mailed to all Consortium members, at their respective address of record with the Secretary of the Corporation, at least twenty (20) days before such meeting. There shall be no change of the place of such meeting after such notice is given.

Section 4. Notice of Members' Meetings

- A.** Manner of giving notice.
Notice of any meeting shall be given either personally or by mail, telegraphic or other written communication, charges prepaid, addressed to each member either at the address of that member appearing on the books of the Corporation or the address given by the member to the Corporation for the purposes of notice.
- B.** Time of giving notice.
For special meetings notice shall be given *not less than twenty (20) days* before the meeting and for regular meetings notice shall be given *not less than thirty (30) days* before the meeting. However, in no case shall notice be given more than ninety (90) days before the date of the meeting.
- C.** Contents of notice.
The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, and no other business may in that case be transacted, or (ii) in the case of the annual meeting, those matters

which the Board of Directors, at the time of giving the notice, intends to present for action by the members.

- D.** Notice of certain agenda items.
If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s):
- 1.** Removing a director without cause.
 - 2.** Filling vacancies on the Board of Directors by the Members.
 - 3.** Amending the Articles of Incorporation.
 - 4.** Voluntarily dissolving the corporation.

Section 5. Quorum

A quorum for the purpose of conducting any regular or special membership meeting shall be at least fifty-one percent (51%) of current membership, after proper notice has been given as certified by the Secretary of the Corporation. No business may be conducted at any membership meeting in the absence of a quorum.

Section 6. Voting

- A.** Each member shall be entitled to one vote on each matter submitted to a vote of the members. The member's authorized delegate, or the authorized alternate in the absence of the delegate, shall be the only person allowed to vote on behalf of the member.
- B.** Voting by proxies is prohibited at meetings of the membership of California Indian Manpower Consortium, Inc.

Section 7. Action by the Membership

If a quorum is present, the affirmative vote of the majority of the members represented at the meeting, entitled to vote and voting on any matter, shall be considered the act of the membership, unless the vote of a greater number is required by California non-profit corporation laws or by these By-Laws.

Section 8. Waiver of Notice or Consent by Absent Members

- A.** Written waiver or consent.
The transactions of any meeting of members, either annual or special, if not properly called or noticed, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by alternate, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of members, except that if action is taken or proposed to be taken for approval of any of those matters specified in *Article VI Section 4, Paragraph D*, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.
- B.** Waiver by attendance.
Attendance by a delegate or alternate at a meeting shall also constitute a waiver of notice of that meeting except when the delegate or alternate objects at the beginning of the meeting to the transac-

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tion of any business due to the inadequacy or illegality of the notice. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be but not included in the notice of the meeting, if that objection is expressly made at the meeting.

Section 9. Action by Written Consent Without a Meeting

A. General.

Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice upon compliance with the provisions of this section.

B. Solicitation of written ballots.

The Corporation shall distribute one written ballot to each delegate entitled to vote; such ballots shall be mailed or delivered in the manner required by *Article VI, Section 4* for giving notice of special meetings. All solicitations of votes by ballot shall:

1. Indicate the number of responses needed to meet the quorum requirement;
2. State the percentage of approvals necessary to pass the measure(s); and
3. Specify the time by which the ballot must be received in order to be counted.

Each ballot so distributed shall:

1. Set forth the proposed action; and
2. Provide the members an opportunity to specify approval or disapproval of each proposal, if

more than one proposal is set forth.

C. Quorum and majority.

Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

D. Revocation.

No written ballot may be revoked after delivery to the Corporation or deposit in the mails, whichever occurs first.

E. Filing.

All such written ballots shall be filed with the Secretary of the Corporation and maintained in the corporate records.

Section 10. Record Date for Member Notice, Voting, Giving Consents and Other Actions

For the purposes of determining which members are entitled to receive notice of any meeting to vote, to give consent to corporate action without a meeting, or to take any other action, the Board of Directors may fix, in advance, a "record date," which shall not be more than 60 nor fewer than 10 days before the date of any such meeting. Only members of record on the date so fixed are entitled to receive notice, to vote, to give consents or take other action, except as otherwise provided in the Consortium Agreement, the Articles of

Incorporation, by agreement, or in the California non-profit corporation law. However, if the Board of Directors does not set a different record date, the record date for determining those members entitled to receive notice of, or to vote at, a meeting of members shall be thirty (30) days preceding the day on which the meeting is held.

**ARTICLE VII
THE BOARD OF DIRECTORS**

Section 1. Composition of the Board

The Board of Directors shall consist of eleven (11) members who shall be known as Board members. Four members of the Board of Directors shall be the Officers of the Corporation and shall be selected by the membership at large at the regular annual meetings of the membership of the Corporation. Each of the remaining seven (7) members of the Board of Directors shall be Geographic Service Area Representative representing one of the seven (7) Geographic Service Areas, as such service areas are designated from time to time by the Board of Directors.

Section 2. Term of Office

The term of office of each member of the Board of Directors shall be two (2) years or until selection of their successors, with terms staggered as set forth below.

Section 3. Qualifications to Serve on the Board of Directors

- A.** Only such persons as are certified delegates or certified non-voting delegates of the California Indian Manpower Consortium, Inc.

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membership may be candidates for service on the Board of Directors of this Corporation.

- B.** The selection of Board members to serve on the Board of Directors shall be from among the delegates of the membership at a regular meeting of the membership of this Corporation, and for subsequent vacancies the delegates selected to fill same must have the same qualifications as though selected at such a regular meeting. Delegates need not be present at such meeting to be so selected, but must indicate in advance their willingness to so serve in writing.

Section 4. Powers of the Board of Directors

- A.** The business affairs of this Corporation shall be administered by the Board of Directors.
- B.** The Board of Directors of the California Indian Manpower Consortium, Inc. shall exercise all powers as are delegated to CIMC in the Consortium Agreement in accordance with these By-Laws, the laws of the State of California and the United States of America, subject to the rules and regulations to any agency or entity providing funding to CIMC.
- C.** The Board of Directors of the California Indian Manpower Consortium, Inc. shall have the exclusive power to select, appoint and contract with the Executive Director, in accordance with the Consortium Agreement of CIMC.
- D.** The Board of Directors may make and change internal regulations as are not inconsistent with these By-

Laws and may borrow money and issue evidence of indebtedness of this Corporation.

Section 5. Relationship of California Indian Manpower Consortium

The Board of Directors referred to in these By-Laws shall serve as the Board of Directors for both California Indian Manpower Consortium and California Indian Manpower Consortium, Inc., as provided in the Consortium Agreement of California Indian Manpower Consortium.

Section 6. Resignations

Except as provided in this paragraph, any director may resign, which resignation shall be effective upon giving written notice to the Chairman of the Board, the Secretary, or the Board of Directors unless the notice specifies a later time for the resignation to become effective. If the resignation of a director is effective at a future date, the Board of Directors or the Geographic Service Area members, as appropriate, may elect a successor to take office as of the date when resignation becomes effective. No director may resign when the Corporation would then be left without any duly elected directors or without any directors in charge of its affairs.

Section 7. Restriction on Interested Directors

Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is:

- 1.** Any person being compensated by the Corporation for services rendered to it within the

previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and

- 2.** Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law or father-in-law or any such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 8. Compensation of Directors

Board members shall receive no pay, but shall be reimbursed for their reasonable expenses in measure and formula by them to be determined.

Section 9. Meetings of the Board

- A.** Regular meetings.
- 1.** Authority to call.
The Board of Directors shall meet whenever called by the Chairman of the Board of Directors of the Corporation or by a majority vote of the Board of Directors.
- 2.** Notice.
Adequate notice of the time and location for a meeting shall be given to each member of the Board of Directors.
- 3.** Time of regular meetings.
Regular meetings of the Board of Directors shall be held on the fourth Saturday of each month in which the Board schedules a meeting, or on such other day as may from time to time be fixed by the Board of Directors.

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B. Special meetings.

1. Authority to call.

Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board or any two directors.

2. Notice.

Special meetings of the Board shall be held upon four days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone or telegraph. The notice shall state the time and place for the meeting. However, it need not specify the propose of the meeting.

C. Place of meetings.

Regular meetings of the Board of Directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board. In the absence of such designation, regular meetings shall be held at any principal executive office of the Corporation. Special meetings of the Board shall be held at any place within or outside the State of California that has been designated in the notice at the principal executive office of the Corporation. Notwithstanding the above provisions of this Section, a regular or special meeting of the Board of Directors may be held at any place consented to in writing by all the Board members, either before or after the meeting. If consents are given, they shall be filed with the minutes of the meeting.

D. Meeting by conference call.

Any meeting, regular or special, may be held by telephone or similar communication equipment, so long as all directors participating in the

meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting. Proceedings of such telephone conference call will be read into the minutes of the next meeting of the Board of Directors.

E. Quorum.

A majority of the Board of Directors shall constitute a quorum for conducting business at any regular or special meeting of the Board of Directors.

F. Action by the Board.

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of the California nonprofit Corporation law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

G. Waiver of notice.

The transaction of any meeting of the Board of Directors, if not properly called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice, if **(a)** a quorum is present, and **(b)** either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding a meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and

approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 10. Action without Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**ARTICLE VIII
OFFICERS**

Section 1. General

The officers of this Corporation shall be the Chairman, Vice-Chairman, Secretary, and Treasurer, each of whom shall be eligible to serve in only one (1) of such offices at a time. An officer is a voting member of the Board of Directors of this Corporation by virtue of his office, and shall not serve as a Geographic Service Area Representative at the same time.

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Section 2. Term of Office

- A. The term of such officers shall be two (2) years with terms staggered as set forth below and shall end upon the election of their respective successors, unless sooner terminated.
- B. The Chairman and Treasurer shall be elected in odd-numbered calendar years, and the Vice-Chairman and Secretary shall be elected in even-numbered calendar years.
- C. No individual may hold any one office for more than two (2) consecutive full two (2) year terms.
- D. If a Board member or delegate is elected to fill a vacancy in any unexpired term of an officer, the delegate will serve only for the duration of that unexpired term.

Section 3. Election of Officers

- A. Eligibility.
 - 1. Only such persons as are certified delegates or certified non-voting delegates (*as provided in paragraph 2 below*) of members of the California Indian Manpower Consortium, Inc. may be candidates for election as officers of this Corporation.
 - 2. At the time of an election in which any officer position is to be filled, an officer whose seat is up for re-election or any other officer who wishes to run for one of the other officer positions to be filled may be deemed a non-voting delegate. That officer may then be a candidate for re-election or for the vacant position only if he/she has a written certification from his/her respective member tribe,

organization, or other entity which authorizes him/her by name to act as a non-voting delegate for the purpose of running for office during that election.

3. Delegates need not be present at the meeting at which they are elected to be an officer, but must have indicated in writing their willingness so to serve prior to the meeting.

- B. Nomination.

The offices of Chairman, Vice-Chairman, Secretary, and Treasurer of this corporation shall be filled from a roster of candidates nominated from the floor by delegates at a regular meeting of the membership of the California Indian Manpower Consortium, Inc.
- C. Voting.

The election of such officers shall be by secret ballot wherein a simple majority fifty-one percent (51%) of ballots cast shall elect, after a quorum is determined.

Section 4. Surrender of Delegate Status

- A. Upon election to one of the officer positions, the officer surrenders his/her delegate status, and that delegate status shall then devolve to the alternate delegate until such time as the member designates a new delegate and alternate delegate through submission of a Letter of Authorization.
- B. While serving as an officer, the individual shall not be subject to further certification or renewal by his/her respective member or Geographic Service Area, and shall not be subject to recall by his/her respective member or Geographic

Service Area. An officer's service for the corporation shall be independent of any identity with his/ her respective member organization.

Section 5. Removal from Office

An officer of this Corporation may be removed from such position by a two-thirds (2/3) vote of the total membership of the California Indian Manpower Consortium, Inc. as is present and voting at any duly called regular or special meeting of the membership at which a quorum is present. If such action is to be taken at a special meeting called for such purpose, according to law, such officer shall be notified of such proposed action by notice in writing sent to his address of record by both certified and regular mail through the United States Postal Service, at least ten (10) days in advance of such meeting. The notice in writing shall contain a statement of the charges, if any, and the reasons for taking such action, and a statement of whether the action is precipitated by the Board of Directors or from the membership in calling the meeting and instituting the removal action. Such officer shall be afforded an opportunity to respond to any charge and shall be allowed to be present and be heard at such meeting where such action is to be considered. Such officer may appoint a third party to represent such officer at such meeting, whereupon such representative shall be afforded the same opportunity of being present and being heard in these premises.

Such officer may elect to file a written statement in lieu of third party representation, and such written statement shall be read aloud to the membership present by the Chairman or Secretary at the meeting, and the statement then placed in the minutes of such meeting.

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Section 6. Vacancies in Officer Positions

If death, disability, resignation or removal for good cause from the full Board of Directors of CIMC creates a vacancy in one of the four (4) officer positions on the Board of Directors, that vacancy shall be filled by an individual who is then sitting on the Board of Directors either as an officer or as a Geographic Service Area Representative.

The vacancy shall be filled by a majority vote of the Board members in attendance at a duly-noticed Board of Directors meeting at which a quorum is present. To be elected as an officer, the individual must have the same qualifications as though selected at an annual meeting. If the newly selected officer vacates another officer seat on the Board, that vacated seat shall be filled as provided in this paragraph. If the newly selected officer vacates a Geographic Service Area Representative seat, that vacancy shall be filled as provided in *Article X Section 5*, below. Any Board member elected to fill a vacancy in an officer position of the Board of Directors shall serve for the unexpired term of the predecessor in that position.

**ARTICLE IX
DUTIES OF OFFICERS**

The officers of the California Indian Manpower Consortium, Inc., shall perform their respective duties prescribed by these By-Laws and by parliamentary authority adopted by the Corporation, and in keeping with the law of the State of California and the United States of America. The officers shall perform such other duties as shall be directed by the Board of Directors.

Section 1. Chairman

The Chairman shall preside over all meetings of the Board of Directors and meetings of the membership of this Corporation. He shall also have such other and further powers and authority as may be given him from time to time by the Board of Directors, and/or upon authority of direction of the membership at large at any regular or special meeting of the membership. As provided in *Article XII*, the Chairman may, with Board approval, appoint such committees as he may be authorized so to do by the Board of Directors, and define the duties of such committees.

Section 2. Vice-Chairman

The Vice-Chairman shall, in the absence or disability of the Chairman, perform all the duties and functions of the Chairman, and have such other and further power and authority as may be assigned or allowed by the Board of Directors.

Section 3. Secretary

The Secretary shall oversee the keeping of records of all the proceedings of the Board of Directors and meetings of the membership of this Corporation, including those of the Geographic Service Areas, and oversee preparation and keeping of minute books for records and reports of all committees. The Secretary shall oversee the keeping of the corporate seal, the roster of memberships, appointed delegates and alternate delegates, amendments to such delegations and appointments, current records of addresses of all members, delegates and alternates and the members of the Board of Directors of the Corporation. Changes of address of

any of same shall be by the Secretary so recorded, and that record deemed accurate for the giving of all notices required by these By-Laws. The Secretary shall record and send notices required by these By-Laws and by statutes. In the event of absence or temporary disability or inability of the Secretary to serve and perform as herein required, the Board of Directors may appoint a person from their number to temporarily perform such duties.

Section 4. Treasurer

The Treasurer shall be the Chief Financial Officer of the Corporation, whose duties shall be such as are implied in the name. The Treasurer shall oversee the preparation, maintenance, and preservation of all the financial records of the Corporation. The Treasurer shall also oversee the preparation and keeping of a full set of books of account, showing every detail of the Corporation's financial affairs, and render to the Board of Directors at regular intervals as it shall direct, and to the membership at annual intervals, a full statement of account of the financial condition and activity for the periods of his/her service.

**ARTICLE X
GEOGRAPHIC SERVICE
AREA REPRESENTATIVES**

Section 1. Election of Geographic Service Area Representatives

Each Geographic Service Area shall elect its respective Geographic Service Area Representative at a meeting following the election of officers by the membership at large.

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Section 2. Alternate Geographic Service Area Representatives

There shall be an alternate representative selected by the Geographic Service Area to represent the service area on the Board of Directors in event of temporary absence or disability of the respective Geographic Service Area Representative, and notwithstanding temporarily so serving, such person shall be allowed to exercise the Representative's vote on matters considered by the Board of Directors. The appearance of the alternate representative at any meeting shall not excuse the absence of the Representative.

Section 3. Qualifications of Geographic Service Area Representatives and Alternates

Geographic Service Area Representatives and Alternates must meet and maintain the qualifications and certification requirements required by these By-Laws, and must maintain such status throughout their terms as Geographic Service Area Representatives on the Board of Directors, or as delegates to any meeting of the membership of the Corporation.

Section 4. Term of Office

The term of office for Geographic Service Area Representatives shall be two (2) years or until election of their successor. Each Geographic Service Area shall be numbered, and election of the Geographic Service Area Representatives from even-numbered Geographic Service Areas shall be elected in even-numbered calendar years, and those from odd-numbered Geographic Service Areas shall be elected in odd-numbered calendar years.

Section 5. Vacancies

Vacancies among the six (6) Board seats of the Geographic Service Area Representatives elected to office by their respective service areas, caused by death, disability, resignation, selection of the Geographic Service Area Representative to fill an unexpired term of an officer, subsequent disqualification of the member organization, loss of credentials or qualification of the representative, recall by the respective Geographic Service Area, or other reason, may be filled by selection by the respective service area at its Geographic Service Area meeting. Notice of such subsequent selection shall be subject to their approval.

**ARTICLE XI
GEOGRAPHIC SERVICE AREAS**

Section 1. Responsibilities of Geographic Service Area Representatives

Each Geographic Service Area Representative serving on the Board of Directors shall in turn serve as the presiding officer over meetings of members and delegates in that Geographic Service Area, and may call such meetings at any time upon giving ten (10) days' notice by first class mail to members in that Geographic Service Area, provided that such meeting be held each quarter. This notice shall state the date, time, and place of meeting. It shall be the responsibility of such presiding officer to oversee the preparation and keeping of minutes and complete records of such meetings, and to provide copies thereof to the Secretary of the Corporation within ten (10) days after their approval at the next meeting of the members of the Geographic Service Area. In the event

of absence or disability of that representative, the alternate representative shall serve as presiding officer of such meeting. Meetings of the Geographic Service Areas may be called by the Board of Directors.

Section 2. Quorum

One-third (1/3) of the members from each Geographic Service Area shall constitute a quorum for conducting business. The Secretary of the Corporation shall oversee the keeping of an accurate record of the number of members in each Geographic Service Area.

Section 3. Removal and Replacement of Geographic Service Area Representatives

A Geographic Service Area Representative serving on the Board of Directors may be removed from the Board of Directors before expiration of his/her term by a two-thirds (2/3) vote of delegates from his/her respective Geographic Service Area as are present at a special meeting called for that purpose, and may be replaced by a simple majority vote of such delegates as are present and voting at such meeting. The representative's absence without justifiable reason for three (3) out of five (5) regular meetings of the Board shall be deemed good cause for such removal. Certification of delegates from membership in each Geographic Service Area shall be by the Secretary of the Corporation upon advice from the Board of Directors. The replacement representative shall serve out the unexpired term of the predecessor, unless sooner removed by these same removal procedures.

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Section 4. Special Meetings

- A. In the absence of the call of a meeting by the respective Geographic Service Area Representative or the Board of Directors, the Geographic Service Area may have special meetings called by one-third (1/3) of the membership located in that Geographic Service Area. Such call for special meeting shall be effected by written request directed to the Chairman of California Indian Manpower Consortium, Inc.
- B. Within twenty (20) days of the receipt of such request by the Chairman of the Board, the Board of Directors shall give written notice to all members and registered delegates of record located in that Geographic Service Area, which notice shall contain the date, time, and place of the meeting and the general nature of business to be transacted. The meeting shall be scheduled *not less than thirty-five (35) nor more than ninety (90) days* after receipt of request; members and delegates shall be given at least twenty (20) days advance notice of the meeting by first-class mail.
- C. In event of emergency, where the Board of Directors of California Indian Manpower Consortium, Inc. cannot formally adopt a resolution for fixing the time, date and place of such Geographic Service Area meeting, the Chairman of the Corporation and any three (3) members of the Board of Directors may consult among themselves, by telephone if necessary, and fix the time, date and place for such meeting in accordance with the time schedule

set forth in *Part B.*, above. Their accord will be reduced to writing, signed by each of them, with copies then sent by mail to the non-participating Board members for their advice and information. Notice of such meeting shall be given to each of the members and registered delegates of record located in that Geographic Service Area at such time and in such manner as provided in *Part B.*, above. The original writings fixing such time, date and place of such meeting, shall be placed in the minutes of the next regular or special meeting of the Board of Directors. The Action taken at such emergency meeting so fixed shall be effective as though at a regularly called and noticed Geographic Service Area meeting, and it shall be the responsibility of the Geographic Service Area Representative from that service area to cause such action and results of such meeting to be recorded in writing and filed with the Secretary of this Corporation.

**ARTICLE XII
COMMITTEES**

Section 1. Establishment of Committees

The Board of Directors may, by resolution adopted by majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. The terms of these committees may be indefinite or may be fixed by the Board.

Section 2. Appointment to Committees

The Chairman of the Board of Directors of California Indian Manpower Consor-

tium, Inc. may appoint members of the Board of Directors to serve on any committee established by the Board of Directors; however, the Board of Directors must approve all appointments to such committees by majority vote.

Section 3. Chairman as Ex-Officio Member

The Chairman of the Board of Directors shall be an ex-officio member of all committees established by the Board of Directors.

Section 4. Power of Committees

Committees shall have such authority as the Board of Directors delegates to them, or as allowed by law. Unless otherwise provided, however, all reports and recommendations of such committees shall be submitted for review and approval by the full Board of Directors.

**ARTICLE XIII
INDEMNIFICATION
OF DIRECTORS**

The Corporation shall indemnify officers and Board Members of the California Indian Manpower Consortium, Inc. against expenses actually and reasonably incurred by such officer or Board Member in pursuit of his duties and activities performed on behalf of the Corporation, directly or indirectly, including but not limited to lawsuits, judgements, costs and attorneys fees in defense of any action, suit or proceeding, civil or criminal, in which such officer or Board Member is made a party by reason of being or having been an

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officer or director of this Corporation. However, no such person shall have a right of reimbursement or indemnity in relation to matters in which he/she shall be adjudged in such action, suit or proceeding to be liable for dereliction of his/her duties to this Corporation. Such right of reimbursement and indemnity of expenses shall also apply to claims or suits which are compromised or settled, where the court having jurisdiction of such matter approves the settlement, or where the Board of Directors of this Corporation approves the claim. The foregoing right of indemnity shall be in addition to, and not inclusive of, all other rights to which such officers or Board Members may be entitled.

**ARTICLE XIV
ORGANIZATION
LIMITATIONS**

Section 1. Relationship with Member Organizations

The California Indian Manpower Consortium, Inc. shall not infringe upon or interfere with the internal affairs of member organizations. This clause shall not diminish the authority of the By-Laws and Credentials Committee to determine the qualifications of and certification for any member organization.

Section 2. Partisan Political Activity

The California Indian Manpower Consortium, Inc. shall not engage in or lend itself to partisan political activity. This clause shall not deprive California Indian Manpower Consortium, Inc. of its inherent right to defend itself and its members, or any Native American Indian individual or group, and to promote programs and ideals that service the purposes of this organization and the welfare of Native Ameri-

cans.

**ARTICLE XV
RECORDS AND REPORTS**

Section 1. Maintenance of Corporate Records

The Corporation shall keep adequate and correct books and records of account; minutes in written form of the proceedings of its members, Board, and committees of the Board; and a record of its members, giving their names and addresses. All such records shall be kept at the Corporation's principal office.

Section 2. Members' Inspection Rights

A. Any member of the Corporation may inspect and copy the records of members' names and addresses and the names and addresses of the members' certified delegates during usual business hours on five days' prior written demand on the Corporation, stating the purpose for which the inspection rights are requested; or any member may obtain from the Secretary of the Corporation, on written demand and on the tender of Secretary's usual charges, if any, for such a list, a list of names and addresses of members who are entitled to vote for the election of directors, and the names and addresses of the members' certified delegates as of the most recent record date for which that list has been compiled, or as of a date specified by the member after the date of demand. The demand shall state the purpose for which the list is requested. This list shall be made available to any such member by the Secretary on or before the later

of ten (10) days after the demand is received or the date specified in it as the date by which the list is to be compiled.

- B. Any member of the Corporation may inspect the accounting books and records and minutes of the proceedings of the members and the Board and committees of the Board at any reasonable time for purposes reasonably related to such person's interest as a member.
- C. Any inspection and copying under this section may be made in person or by an agent or attorney of the member and the right of inspection includes the right to copy and make extracts.

Section 3. Maintenance and Inspection of Articles and By-Laws

The Corporation shall keep at its principal office the original or a copy of the *Articles* and *By-Laws* as amended to date, which shall be open to inspection by the members at all reasonable times during office hours.

Section 4. Inspection by Directors

A. Every member of the Board of Directors shall have the right at any reasonable time to inspect and copy all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary Corporations. However, this right does not extend to: 1) personnel records because these records are privileged and confidential under the *Privacy Act*, and 2) Communication with legal counsel, which is also privileged if it relates to personnel.

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- B.** To exercise this right of inspection, the members of the Board of Directors shall request the books, records, and documents or copies thereof from the Executive Director of California Indian Manpower Consortium, Inc.

Section 5. Annual Report to Members

- A.** At the annual meeting of the members of the Corporation, the Board of Directors shall cause an annual report to be distributed to the members. Such report shall contain a summary of the following information:
- 1.** A general financial statement including the assets and liabilities of the Corporation, including trust funds, if any.
 - 2.** A summary of the various programs being operated by the Corporation.
 - 3.** Any information required by Section 6, below of this Article.
- B.** The report required by this Section shall be accompanied by any report thereon of independent accountant, or, if there is not such report, by the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 6. Annual Statement of Certain Transactions and Indemnifications

No later than the time the Corporation gives its annual report to the members, and in any event no later than 120 days after the close of the Corporation's

fiscal year, the Corporation shall prepare and mail or deliver to each member a statement of the amount and circumstances of any transaction or indemnification of the following kind:

- A.** Any transaction(s) in which the Corporation was a party, and in which any director or officer had a direct or indirect financial interest.
- B.** Any indemnification or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation pursuant to *Article XIII* hereof, unless such indemnification has already been approved by the members.

**ARTICLE XVI
AMENDMENTS**

These By-Laws of the California Indian Manpower Consortium, Inc., may be amended only by a two-thirds (2/3) vote of the certified membership delegates present at any regular or special meeting of the membership of the Corporation, provided that every certified delegate to the California Indian Manpower Consortium, Inc. has been sent a notice of the proposed amendment(s) at least thirty (30) days before the meeting by certified return-receipt mail. Members or delegates may propose changes to the By-Laws by submitting the proposed changes and an explanation of the reasons they are requesting those changes to the Board of Directors at least sixty (60) days before the meeting at which they wish to propose those changes. The Board of Directors will review any proposals submitted and will send these proposals out to the membership along with

the Board of Directors' recommendation on whether these proposals should be adopted.

The Board of Directors shall also submit such proposed amendments to the By-Laws as they believe will be in the best interests of the Corporation.

Amendments shall be effective when adopted.

**ARTICLE XVII
DEDICATION**

The property of this Corporation is irrevocably dedicated to the charitable, literary and educational purposes for which this Corporation is formed, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a non-profit fund, foundation or Corporation which is organized and operated exclusively for charitable, literary or educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

If this Corporation then holds any assets in trust, or should the Corporation be formed for charitable purposes, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the County in which the Corporation has its principal office, upon petition therefore

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by the Attorney General of the State of California or by any person concerned in such liquidation, in a proceeding to which the Attorney General is made a party.

**ARTICLE XVIII
PARLIAMENTARY
AUTHORITY**

The Rules of Order contained in the latest edition of Robert's Rules of Order, Revised shall govern the proceedings of this Corporation where applicable and insofar as they are not inconsistent with California law, these By-Laws, or the Articles of Incorporation of this

Corporation.

**ORIGINALLY APPROVED:
NOVEMBER 3, 1979**

AMENDED:

November 8, 1980

February 6, 1982

February 4, 1984

November 2, 1985

November 4, 1989

November 6, 1993

November 2, 1996

November 4, 2000