

Bylaws of

**CoDA RESOURCE PUBLISHING, INCORPORATED**

A California Nonprofit Public Benefit Corporation

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**DEFINED TERMS USED IN THIS DOCUMENT**

- “Annual meeting” – Section 8.5
- “Articles of Incorporation” – Section 8.2
- “Attorney General” – Section 8.4.4
- “Board” – Section 8.2
- “California Nonprofit Corporation Law” – Section 4.1
- “Chairperson” – Section 10.6.1
- “Code” –Section 5.2
- “Committees” – Section 9.1
- “Corporation” – Section 1.1
- “e-mail” – Section 8.7.1
- “Officers” – Section 10.1
- “Secretary” – Section 10.6.3
- “Treasurer” – Section 10.6.4
- “Trustees” – Section 8.1.1
- “Vice Chairperson” – Section 10.6.2

**ARTICLE 1 NAME**

Section 1.1 Corporate Name

The name of this corporation is **CoDA Resource Publishing, Incorporated** (the “Corporation”).

**ARTICLE 2 OFFICES**

Section 2.1 Principal Office

The principal office for the transaction of the business of the Corporation may be established at any place or places within or without the State of California by resolution of the Board.

Section 2.2 Other Offices

The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to transact business.

**ARTICLE 3 DESIGNATOR**

Section 3.1 Designator

The Designator referred to in these Bylaws shall be Co-Dependents Anonymous Inc., currently doing business as an Arizona Nonprofit Corporation. The Designator shall serve until the Designator no longer is qualified to do business, or is no longer in Good Standing with the Arizona Corporation Commission, as defined in section 3.3 below. If the Designator is no longer in existence, or is no longer in good standing, all rights reserved to the Designator under these Bylaws shall be exercised by the Board.

Section 3.2 Actions of Designator

All actions of the Designator shall be evidenced by resolution of the Designator’s voting membership, signed by an officer of the Designator, delivered to an officer of this corporation, and filed by the Secretary with the proceedings of the Board of this corporation.

Section 3.3 Good Standing

The Designator shall be deemed to be in good standing with the Arizona Corporation Commission if the legal entity is registered with the State of Arizona and in compliance with state requirements. The Designator must be able to provide a Certificate of Good Standing within ten (10) business days, if requested to do so in writing. If such Certificate is not provided within this time frame, all rights reserved to the Designator under these Bylaws shall thereafter be exercised by the Board.

**ARTICLE 4 PURPOSES**

Section 4.1 General Purpose

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation Law of California (“California Nonprofit Corporation Law”) for charitable purposes.

Section 4.2 Specific Purpose

The specific purpose of the Corporation shall include without limitation, to publish education and charitable materials for people suffering from codependency and seeking loving and healthy relationships.

## **ARTICLE 5    LIMITATIONS**

### **Section 5.1        Political Activities**

The Corporation has been formed under California Nonprofit Corporation Law for the charitable purposes described in Article 3, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

### **Section 5.2        Prohibited Activities**

The Corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article 3. The Corporation may not carry on any activity for the profit of its Officers, Trustees or other persons or distribute any gains, profits or dividends to its Officers, Trustees or other persons as such. Furthermore, nothing in Article 3 shall be construed as allowing the Corporation to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

## **ARTICLE 6    DEDICATION OF ASSETS**

### **Section 6.1        Property Dedicated to Nonprofit Purposes**

The property of the Corporation is irrevocably dedicated to charitable purposes. No part of the net income or assets of the Corporation shall ever inure to the benefit of any of its Trustees or Officers, or to the benefit of any private person, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 3 hereof.

### **Section 6.2        Distribution of Assets Upon Dissolution**

Upon the dissolution or winding up of the Corporation, its assets, remaining after payment or provision for payment of all debts and liabilities of the Corporation, shall be distributed to Co-Dependents Anonymous, Inc., an Arizona Nonprofit Corporation which is organized and operated exclusively for charitable and educational purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Should Co-Dependents Anonymous, Inc. cease to be in existence, or is no longer recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code, the assets of the Corporation remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code.

If any disposal or distribution is not possible, not appropriate, or otherwise not capable of being accomplished, then distribution will be completed by the county court, in which the principal office of the Corporation is located, to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code.

## **ARTICLE 7    MEMBERSHIPS**

### **Section 7.1        Members**

The Corporation shall have no members within the meaning of section 5056 of the California Nonprofit Corporation Law.

Section 7.2 Non-Voting Members

The Board may adopt policies and procedures for the admission of associate members, or other designated members who shall have no voting rights in the Corporation. Such associate or other members are not “members” of the Corporation as defined in section 5056 of the California Nonprofit Corporation Law.

## ARTICLE 8 TRUSTEES

Section 8.1 Number and Qualifications

8.1.1 Number

The authorized number of trustees of the Corporation (“Trustees”) shall be a minimum of five (5) and a maximum of 7 (seven) and a maximum of 2 (two) Alternates.

8.1.2 Qualifications

Trustees must qualify and register to be members of Designator, and agree to be guided by The Twelve Steps, Twelve Traditions and Twelve Service Concepts of Designator. Further, Trustees must agree to comply with these bylaws.

Additional qualification of the Trustees, if any, shall be set by the Board in Policies & Procedure Manual.

Section 8.2 Corporate Powers Exercised by Board

Subject to the provisions of the Articles of Incorporation of the Corporation (the “Articles of Incorporation”), California Nonprofit Corporation Law and any other applicable laws, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of Trustees (the “Board”). The Board may delegate the management of the activities of the Corporation to any person or persons, management company or committee however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 8.3 Terms; Election of Successors

Trustees of the Board shall be appointed by the Designator named in Section 3.1 of these bylaws to serve for a three (3) year term. Trustees may run for a second consecutive three (3) year term, once they have received a vote of confidence from the current Board. Alternates are elected by the voting members of the Designator for one (1) year.

Each Trustee shall hold office until either: 1) expiration of the term for which he or she was elected, 2) until Trustee’s earlier resignation, or 3) removal in accordance with these Bylaws and California Nonprofit Corporation Law.

Section 8.4 Vacancies

8.4.1 Events Causing Vacancy

A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, leave of absence exceeding 90 days, or removal of any Trustee; (ii) whenever the number of authorized Trustees is increased; or (iii) whenever the actual number of Trustees is less than the authorized number for any reason. The Board may exercise their prerogative to fill vacancies -with any “Alternate” who was voted onto the Board from the prior Conference. The Alternate will become a temporary Trustee until the following conference election, whereby, the temporary Trustee may be presented to the voting members as a new candidate for the Board. If there are no conference elected Alternates on the Board, the Board may fill a vacancy with temporary Trustee until the next conference.

8.4.2 Removal

The Board may by resolution declare vacant the office of a Trustee who has been declared of unsound mind by an order of court, or convicted of a felony, found to not be in accordance with the principles of the Designator, or found by final order or judgment of any court to have breached a duty under California Nonprofit Corporation Law.

8.4.3 No Removal on Reduction of Number of Trustees

No reduction of the authorized number of Trustees shall have the effect of removing any Trustee before that Trustee's term of office expires unless the reduction also provides for the removal of that specified Trustee in accordance with these Bylaws and California Nonprofit Corporation Law.

8.4.4 Resignations

Except as provided in this Section 8.4.4, any Trustee may resign by giving written notice to the Chairperson, the President, the Secretary, or the Board. Such a written resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Trustee may resign if the Corporation would then be left without a duly elected Trustee or Trustees in charge of its affairs, except upon notice to the California Attorney General (the "Attorney General").

Section 8.5 Regular Meetings

Each year, the Board shall hold at least one meeting, at a date, time and place/method determined to be feasible for all Trustees, fixed by the Board for the purposes of installation of Officers, review and approval of the corporate budget and transaction of other business. This meeting is sometimes referred to in these Bylaws as the "annual meeting." These meetings may be face-to-face or teleconference or similar means of communication; whereby, all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting. Other regular meetings of the Board may be held at such time and place as the Board may fix from time to time by resolution.

Section 8.6 Special Meetings

A Special Meeting of the Trustees may be called for any purpose at the request of any Trustee. Trustees should be notified of the date, time and place/method at least three (3) days prior to the meeting, unless an agreement has otherwise been reached by a majority of the Trustees prior to the meeting.

Section 8.7 Notice of Meetings

8.7.1 Manner of Giving

Except when the date, time and place/method of a regular meeting is set by the Board by resolution in advance (as permitted by Section 8.5), notice of the meetings shall be given to each Trustee by electronic transmission, also known as "email."

While all such notices shall be given or sent to the Trustee's e-mail address, it is the responsibility of all Trustees to provide a current and accurate email address. Any oral notice given personally or by telephone may be communicated directly to the Trustee or to a person who would reasonably be expected to promptly communicate such notice to the Trustee. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place/method of more than one regular meeting.

8.7.2 Time Requirements

Notices given by, telephone, voice messaging system or other system or technology designed to record and communicate messages, facsimile, e-mail or other electronic transmission shall be delivered at least 48 hours before the time set for the meeting or 36 hours before the time set for the meeting if the meeting falls on a Monday.



8.7.3 Notice Contents

The notice shall state the date, time and place/method for the meeting, and shall include an agenda and/or purpose for meeting.

Section 8.8 Place of Board Meetings

Special meetings, such as Face-to-Face planning meetings, of the Board may be held at any location as long as it falls within the travel and financial policies set by the Board.

Section 8.9 Quorum and Action of the Board

8.9.1 Quorum

A majority of Trustees then in office, but no fewer than 50% plus one, shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 8.11.

8.9.2 Minimum Vote Requirements for Valid Board Action

Every act taken or decision made by a vote of the majority of the Trustees present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Trustees from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting.

8.9.3 When a Greater Vote Is Required for Valid Board Action

The following actions shall require a vote by a majority of all Trustees then in office in order to be effective:

- (a) Approval of contracts or transactions in which a Trustee has a direct or indirect material financial interest as described in Section 11.1 (provided that the vote of any interested Trustee(s) is not counted);
- (b) Creation of, and appointment to, Committees (but not advisory committees) as described in Section 9.1;
- (c) Removal of a Trustee
- (d) Indemnification of Trustees as described in Article 12.

Section 8.10 Waiver of Notice

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Trustees who is not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent does not need to 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. Also, notice of a meeting is not required to be given to any Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Trustees can protest the lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of the Corporation as contained on the records of the Corporation as of the date of the protest, or by facsimile addressed to the facsimile number of the Corporation as contained on the records of the Corporation as of the date of the protest.

Section 8.11 Adjournment

A majority of the Trustees present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 8.12 Notice of Adjournment

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Trustees who were not present at the time of the adjournment.

Section 8.13 Conduct of Meetings

Meetings of the Board shall be presided over by the Chairperson, or, if there is no Chairperson or the Chairperson is absent, the President or, if the President and Chairperson are both absent, by the Vice President (if any) or, in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Trustees present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

Section 8.14 Action Without Meeting

Any action required or permitted to be taken by the Board may only be taken without a meeting, if said action was either: 1) discussed in a prior regular Board Meeting and all agreed that said action would be left to said Trustee, 2) there is a majority vote from those Trustees eligible to vote consenting in writing (e.g. electronic mail) that said action will be taken without a meeting, or 3) the action is a regular and reoccurring action completed by Trustee per their agreed upon duties.

For the purposes of this Section 8.14 only, "all members of the Board" shall not include any "interested Trustee" as defined in section 5233 of the California Nonprofit Corporation Law. Such written consent shall have the same force and effect as a unanimous vote of the Board taken at a meeting. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 8.15 Non-Liability of Trustees

The Trustees shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

## **ARTICLE 9 COMMITTEES**

Section 9.1 Committees of Trustees

The Board may, by resolution adopted by a majority of the Trustees then in office, create one or more board committees ("Committees") to serve at the discretion of the Board. Any Committee, to the extent provided in the resolution of the Board, may be given the authority of the Board except that no Committee may:

- (a) approve any action for which the California Nonprofit Corporation Law also requires approval of the members or approval of a majority of all members;
- (b) fill vacancies on the Board or in any Committee which has the authority of the Board;
- (c) amend or repeal Bylaws or adopt new Bylaws;
- (d) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (e) appoint any other Committees or the members of these Committees;

- (f) approve any transaction (i) between the Corporation and any entity in which one or more of its Trustees have a material financial interest.

Section 9.2 Meetings and Action of Board Committees

Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of Article 8 concerning meetings of Trustees, with such changes in the context of Article 8 as are necessary to substitute the Committee and its members for the Board and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions by these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

Section 9.3 Quorum Rules for Board Committees

A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. Every act taken or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Committee members, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 9.4 Revocation of Delegated Authority

The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

Section 9.5 Nonprofit Integrity Act/Audit Committee

In any fiscal year in which the Corporation receives or accrues gross revenues of two million dollars or more (excluding grants from, and contracts for services with, governmental entities for which the governmental entity requires an accounting of the funds received), the Board shall (i) prepare annual financial statements using generally accepted accounting principles that are audited by an independent certified public accountant (“CPA”) in conformity with generally accepted auditing standards; (ii) make the audit available to the Attorney General and to the public on the same basis that the Internal Revenue Service Form 990 is required to be made available; and (iii) appoint an Audit Committee.

The Audit Committee shall not include paid or unpaid staff or employees of the Corporation, including, if staff members or employees, the President or chief executive officer or the Treasurer or chief financial officer (if any). If there is a finance committee, members of the finance committee shall constitute less than 50% of the membership of the Audit Committee and the chairperson of the Audit Committee shall not be a member of the finance committee. Subject to the supervision of the Board, the Audit Committee shall:

- (a) make recommendations to the Board on the hiring and firing of the CPA;
- (b) confer with the CPA to satisfy Audit Committee members that the financial affairs of the Corporation are in order;
- (c) approve non-audit services by the CPA and ensure such services conform to standards in the Yellow Book issued by the United States Comptroller General; and

(d) if requested by the Board, negotiate the CPA's compensation on behalf of the Board.

Section 9.6 Advisory Committees

The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees need not, but may, be Trustees. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

## ARTICLE 10 OFFICERS

Section 10.1 Officers

The officers of the Board ("Officers") shall be: Chairperson, Vice Chairperson, Secretary, and Treasurer. These Officers are selected by the Board from among Trustees. The Board shall have the power to designate additional Officers, who also need be Trustees, with such duties, powers, titles, and privileges in accordance with Section 10.6.5. Any number of offices may be held by the same person, except the Chairperson, Vice Chairperson, Secretary, and Treasurer may not serve in more than one position concurrently.

Section 10.2 Election of Officers

The officers for the Board shall be selected by the Board at its first meeting following the Conference election, whether that meeting is a regular meeting or a special meeting. The term of office shall be one (1) year unless sooner vacated by death, resignation, leave of absence exceeding 90 days, or disqualification. In such a case, the vacancy is to be filled at the next regular or special Trustees' meeting. An Officer can hold a single office as many times as they wish with Board approval.

Section 10.3 Removal of Officers

Subject to the guiding principles of the Designator, any Officer may be removed with cause by the Board at any regular or special meeting of the Board.

Section 10.4 Resignation of Officers

Any Officer may resign at any time by giving written notice to the Board. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any of the Board under any contract to which the Officer is a party.

Section 10.5 Vacancies in Offices

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided that such vacancies shall be filled as they occur and not on an annual basis. In the event of a vacancy, any office shall be filled by appointment by the Board, and the appointee shall remain in office for a period decided by the Board, or until the next Conference, whichever comes first.

Section 10.6 Responsibilities of Officers

10.6.1 Chairperson of the Board

The chairperson of the Board (the “Chairperson”), if any, shall be a Trustee and shall preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or prescribed by these Bylaws.

10.6.2 Vice Chairperson of the Board

The vice chair of the Board (the “Vice Chairperson”) shall, in the absence or disability of the Chairperson, perform all the duties of the Chairperson and, when so acting, have all the powers of and be subject to all the restrictions upon, the Chairperson. The Vice Chairperson shall have such other powers and perform such other duties as may be prescribed by the Board.

10.6.3 Secretary

The secretary of the Board (the “Secretary”) shall attend to the following:

10.6.3.1 Bylaws

The Secretary shall certify and post or cause to be posted into a Board approved electronic depository, original and protected PDF, of these Bylaws as amended to date.

10.6.3.2 Minutes

The Secretary shall post or cause to be posted into a Board approved electronic depository minutes as described in Section 13.1.

10.6.3.3 Notices

The Secretary shall give, or cause to be given, notice of all meetings of the Board in accordance with these Bylaws.

10.6.3.4 Corporate Records

Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Trustee, or Designator or Designator attorney, these Bylaws and the minutes.

10.6.4 Treasurer

The treasurer of the Board (the “Treasurer”) shall attend to the following:

10.6.4.1 Books of Account

The Treasurer shall post and maintain, or cause to be posted and maintained, adequate and correct books and records of accounts of the properties and transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Trustee at all reasonable times.

10.6.4.2 Financial Reports

The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

10.6.4.3 Deposit and Disbursement of Money and Valuables

The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board; shall render, or cause to be rendered to the Chair and Trustees, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers

and perform such other duties incident to the office of Treasurer as may be prescribed by the Board or these Bylaws.

10.6.4.4 Bond

If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his possession or under his control on his death, resignation, retirement, or removal from office.

10.6.5 Additional Officers

The Board, as a collective, may appoint or remove such other Officers as the business of the Board may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board from time to time may determine.

**ARTICLE 11 TRANSACTIONS BETWEEN CORPORATION AND TRUSTEES OR ALTERNATES**

Section 11.1 Transactions with Trustees and Alternates

11.1.1 Interested Party Transactions

Except as described in Section 11.1.2, the Corporation shall not be a party to any transaction:

- (a) in which one or more of its Trustees or Alternates has a material financial interest, or
- (b) with any corporation, firm, association, or other entity in which one or more Trustees or Alternates has a material financial interest.

11.1.2 Requirements to Authorize Interested Party Transactions

The Corporation shall not be a party to any transaction described in 11.1.1 unless:

- (a) the Corporation enters into the transaction for its own benefit;
- (b) the transaction is fair and reasonable to the Corporation at the time the transaction is entered into;
- (c) prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Trustees then in office (without counting the vote of the interested Trustees), and with knowledge of the material facts concerning the transaction and the interested Trustee's or Alternate's financial interest in the transaction;
- (d) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and
- (e) the minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (a) through (d) of this Section 11.1.2.

11.1.3 Material Financial Interest

A Trustee or Alternate shall not be deemed to have a “material financial interest” in a transaction:

- (a) if the contract or transaction is part of a public or charitable program of the Corporation and it (1) is approved or authorized by the Corporation in good faith and without unjustified favoritism, and (2) results in a benefit to one or more Trustees or their families only because they are in the class of persons intended to be benefited by the program; or
- (b) where the interested Trustee has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of the corporation for the preceding year or \$100,000.

Section 11.2 Loans to Trustees and Alternates

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Trustee or Alternate; except that, however, the Corporation may advance money to a Trustee or Alternate for expenses reasonably anticipated to be incurred in the performance of duties of such Trustee or Alternate, if in the absence of such advance, such Trustee or Alternate would be entitled to be reimbursed for such expenses by the Corporation.

Section 11.3 Interlocking Trustees

Any contract or other transaction between the Corporation and any corporation, firm or association, of which one or more Trustees are Trustees, is either void or voidable because such Trustee(s) are present at the Board or Committee meeting that authorizes, approves or ratifies the contract or transaction, if (i) the material facts as to the transaction and as to such Trustee’s other Trusteeship are fully disclosed or known to the Board or Committee, and the Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common Trustee(s) (subject to the quorum provisions of Article 8); or if (ii) the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved or ratified.

Section 11.4 Duty of Loyalty; Construction with Article 12

Nothing in this Article 11 shall be construed to derogate in any way from the absolute duty of loyalty that every Trustee and Alternate owes to the Corporation. Furthermore, nothing in this Article 11 shall be construed to override or amend the provisions of Article 12. All conflicts between the two articles shall be resolved in favor of Article 12.

**ARTICLE 12 INDEMNIFICATION OF TRUSTEE, ALTERNATE, AND AGENTS**

Section 12.1 Definitions

For purpose of this Article 12.

12.1.1 “Agent”

Means any person who is or was a Trustee, Officer, or other agent of the Board.

12.1.2 “Proceeding”

Means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

12.1.3 “Expenses”

Includes, without limitation, all attorneys’ fees, costs, and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys’ fees, costs, and other expenses reasonably incurred in establishing a right to indemnification under this Article 12.

Section 12.2 Applicability of Indemnification Provisions

12.2.1 Successful Defense by Agent

To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article 12, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.

12.2.2 Settlement or Unsuccessful Defense by Agent

If an Agent either settles any proceeding referred to in this Article 12, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 12.3 through Section 12.6 shall determine whether the Agent is entitled to indemnification.

Section 12.3 Actions Brought by Persons Other than the Corporation

This Section 12.3 applies to any proceeding other than an action “by or on behalf of the corporation” as defined in Section 12.4. Such proceedings that are not brought by or on behalf of the Corporation are referred to in this Section 12.3 as “Third Party proceedings.”

12.3.1 Scope of Indemnification in Third Party Proceedings

Subject to the required findings to be made pursuant to Section 12.3.2, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

12.3.2 Required Standard of Conduct for Indemnification in Third Party Proceedings

Any indemnification granted to an Agent in Section 12.3.1 above is conditioned on the following. The Board must determine, in the manner provided in Section 12.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner he or she reasonably believed to be in the best interest of the Corporation or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 12.4 Action Brought By or On Behalf Of the Corporation

This Section 12.4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Trustee or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Trustee was or is engaging in self-dealing within the meaning of section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding “by or on behalf of the Corporation”).

12.4.1 Scope of Indemnification in Proceeding By or On Behalf Of the Corporation

Subject to the required findings to be made pursuant to Section 12.4.2, and except as provided in Sections 12.4.3 and 12.4.4, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Corporation, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.



12.4.2 Required Standard of Conduct for Indemnification in Proceeding By or On Behalf Of the Corporation

Any indemnification granted to an Agent in Section 12.4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 12.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

12.4.3 Claims Settled Out of Court

If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Corporation, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General.

12.4.4 Claims and Suits Awarded Against Agent

If any Agent is adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 12.4.1 for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

- (a) The determination of good faith conduct required by Section 12.4.2 must be made in the manner provided for in Section 12.5; and
- (b) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 12.5 Determination of Agent's Good Faith Conduct

The indemnification granted to an Agent in Section 12.3 and Section 12.4 is conditioned on the findings required by those Sections being made by:

- (a) the Board by a majority vote of a quorum consisting of Trustee who are not parties to the proceeding; or
- (b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Corporation or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the Corporation.

Section 12.6 Limitations

No indemnification or advance shall be made under this Article 12, except as provided in Section 12.2.1 or Section 12.5(b), in any circumstances when it appears:

- (a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 12.7 Advance of Expenses

Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 12.

Section 12.8 Contractual Rights of Non-Trustee and Non-Officers

Nothing contained in this Article 12 shall affect any right to indemnification to which persons other than Trustee and Officers of the Corporation, or any of its subsidiaries, may be entitled by contract or otherwise.

Section 12.9 Insurance

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article 12, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article 12.

## ARTICLE 13 CORPORATE RECORDS, REPORTS AND SEAL

Section 13.1 Minutes

The Board shall keep a Board approved electronic depository of minutes in written form which shall contain a record of all actions by the Board or any committee including (i) the time, date and place of each meeting; (ii) whether a meeting is regular or special and, if special, how called; (iii) the manner of giving notice of each meeting and a copy thereof; (iv) the names of those present at each meeting of the Board or any Committee thereof; (v) the minutes of all meetings; (vi) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; (vii) all written consents for action without a meeting; (viii) all protests concerning lack of notice; and (ix) formal dissents from Board actions.

Section 13.2 Books and Records of Account

The Board shall keep a Board approved electronic depository of adequate and correct books and records of account. "Correct books and records" includes, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

Section 13.3 Articles of Incorporation and Bylaws

The Board shall retain the original and a copy of the Articles of Incorporation and Bylaws as amended to date in a Board approved electronic depository .

Section 13.4 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

The Board shall at all times retain a copy of its federal tax exemption application and, for three years from their date of filing, its annual information returns in a Board approved electronic depository. These documents shall be open to public inspection and copying to the extent required by the Code.

Section 13.5 Annual Report; Statement of Certain Transactions

The Board shall cause an annual report to be sent to each Trustee within 120 days after the close of the Corporation's fiscal year containing the following information:

- (a) The assets and liabilities of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for this fiscal year;
- (d) The expenses or disbursements of the Corporation for both general and restricted purposes during the fiscal year;
- (e) A statement of all transactions to which the Corporation was a party. The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to the Corporation; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.
- (f) A brief description of the amounts and circumstances of any advances paid during the fiscal year to any Trustee or Alternate.

Section 13.6 Trustees' Rights of Inspection

Every Trustee shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the Corporation. The inspection may be made in person. The right of inspection includes the right to copy and make extracts of documents.

## **ARTICLE 14 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

Section 14.1 Execution of Instruments

The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Trustee to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Board, and such authority may be confined to specific instances. Unless so authorized, no Trustee, shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 14.2 Checks and Notes

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and subject to review by the Board.

Section 14.3 Deposits

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 14.4 Donations

The Board may accept on behalf of the Corporation any contribution, donation, bequest, or devise for the charitable or public purposes of the Corporation.

## ARTICLE 15 CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both the Corporation and a natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

## ARTICLE 16 AMENDMENTS

### Amendment of Bylaws

The Board may adopt, amend or repeal bylaws. Such power is subject to the following limitations:

- (a) Where any provision of these Bylaws requires the vote of a larger proportion of the Trustee than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such greater number.
- (b) No amendment may extend the term of a Trustee beyond that for which such Trustee was elected.
- (c) No amendment to these Bylaws shall be valid or become effective without the consent of the Designator. The provisions of California Corporations Code Section 5150(d)(3) shall not apply.
- (d) If bylaws are adopted, amended or repealed at a meeting of the Board, such action is authorized only at a duly called and held meeting for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws, unless such notice is waived in accordance with these Bylaws.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of **CoDA Resource Publishing, Incorporated**, a California nonprofit public benefit corporation; that these Bylaws, consisting of sixteen (16) pages, are the Bylaws of this Corporation as adopted by the Board of Trustee on \_\_\_\_\_; and that these Bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California.

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**Adeline Moneymaker,**  
Secretary