

# BYLAWS

## THE CALENDARING AND SCHEDULING CONSORTIUM

A California Nonprofit Mutual Benefit Corporation

**BYLAWS**  
**THE CALENDARING AND SCHEDULING CONSORTIUM**  
A California Nonprofit Mutual Benefit Corporation

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**ARTICLE I**  
**Name**

The name of this corporation is THE CALENDARING AND SCHEDULING CONSORTIUM.

**ARTICLE II**  
**Principal Office of the Corporation**

The principal office for the transaction of the activities and affairs of this corporation is located at 4390 Chaffin Lane, McKinleyville, in Humboldt County, California. The board of directors may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

The board may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III**  
**General and Specific Purposes; Limitations**

**Section 3.1      General Purpose**

This corporation is a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

**Section 3.2      Specific Purpose**

The specific purpose of this corporation is to form and operate an industry consortium qualifying for exemption under IRC Section 501(c)(6).

**Section 3.3      Limitations**

In the context of these general and specific purposes, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

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**ARTICLE IV**  
**Members**

**Section 4.1 Common Business Interest**

This corporation is an association of companies, organizations, and individuals who have the common business interest to promote and further the implementation and acceptance of interoperable exchange of calendaring and scheduling information between similar and dissimilar transmitter and receiver entities.

**Section 4.2 Membership Financial Support**

The primary financial support to the administration and activities of this corporation shall be through annual membership dues, but also through fees charged to association members and non-members who participate in corporate-sponsored activities such as conferences and testing events.

**Section 4.3 No Voting Members**

Although this corporation and its bylaws may refer to persons or entities associated with it as “members,” “associate members,” or “associates,” this corporation shall have no voting members within the meaning of California Corporations Code section 5056 of the Nonprofit Corporation Law. The corporation’s board of directors may, at its discretion, define one or more classes of nonvoting members having such rights and obligations as the board finds appropriate.

**Section 4.4 Notification to Members**

All policies, procedures or guidelines adopted by the Board of Directors or the Steering Committee which affect Consortium members and their representatives shall be documented and made available on the Consortium website or otherwise readily available to current and prospective Members of the Consortium

The policies and procedures governing the conduct of members and member representatives, in particular the policies and procedures pertaining to cases of violation of the Code of Conduct or Membership Agreement, shall be sent annually to all members of the Consortium.

**ARTICLE V**  
**Directors**

**Section 5.1 General Powers**

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Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation Law and any other applicable laws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of a board of directors.

**Section 5.2 Specific Powers**

Without prejudice to the general powers set forth in Section 5.1 of these bylaws, but subject to the same limitations, the board shall have the power to do the following:

1. Appoint and remove, at the pleasure of the board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

2. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California.

3. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

**Section 5.3 Number of Directors and Qualifications**

The board of directors shall consist of a minimum three (3) but no more than five (5) directors unless changed by amendment to these bylaws. The exact number of directors may be fixed, within those limits, by a resolution adopted by the board of directors. A director must have, as a minimum, the following qualifications: both business and information technology experience; the time available to give the job the required amount of attention; no real or apparent conflicts of interest with other activities including employment; if employed by a member of the consortium, have the explicit authorization of their employer to serve as a director, and the understanding that their decisions and positions are as directors of the consortium, not as representatives of their employers.

**Section 5.4 Initially Designated Directors**

Following incorporation, three (3) directors shall be initially designated by David C. Thewlis, the sole incorporator, to serve for a term of three years. If a vacancy occurs (as defined in section 5.7) prior to the end of the three year term, successor directors shall be elected by the remaining board members.

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**Section 5.5 Election and Terms of Directors**

Elections for directors shall be held each year that one or more director's terms of service are up at a regular meeting of the board. Directors shall serve for a term of three (3) years and may be elected to succeeding terms. The board shall ensure that directors' terms are staggered to maintain continuity.

**Section 5.6 Nominations by Committee**

The president shall appoint an advisory committee of members to nominate qualified candidates for election to the board at least 60 days before the date of any election of directors. This nominating committee shall make its report at least 30 days before the date of the election, or at such other time as the board may set, and the secretary shall forward to each director, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

The nominating committee shall not maintain minutes of its proceedings, but its final report shall be submitted in written form and filed with the corporate records in accordance with Section 9.1(b) of these Bylaws.

**Section 5.7 Events Causing Vacancies on Board**

A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, removal, or resignation of any director or (b) an increase in the authorized number of directors.

**Section 5.8 Resignation of Directors**

Except as provided below, any director may resign by giving written notice to the chairman of the board, the president or the secretary of the board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board may elect a successor to take office as of the date when the resignation becomes effective.

**Section 5.9 Removal of Directors**

Any director may be removed, with or without cause, by the vote of the majority of the entire board of directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting are given as provided in Section 5.15. Any vacancy caused by the removal of a director shall be filled as provided in Section 5.10.

Any director who does not attend three successive board meetings will automatically be removed from the board without board resolution unless (a) the director requests a leave of absence for a limited period of time, and the leave is approved by the directors at a regular or special meeting (if such leave is granted, the

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number of board members will be reduced by one in determining whether a quorum is or is not present), or (b) the director suffers from an illness or disability that prevents him or her from attending meetings and the board by resolution waives the automatic removal procedure of this subsection. The board by resolution of the majority of board members may reinstate a director who has missed three meetings.

**Section 5.10 Vacancies Filled by Board**

Vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by the unanimous written consent of the director(s) then in office. The board, at its discretion, may choose not to fill any vacancy that does not result in the number of directors falling below the minimum specified in section 5.4.

**Section 5.11 No Vacancy on Reduction of Number of Directors**

Any reduction of the authorized number of directors shall not result in any director's being removed before his or her term of office expires.

**Section 5.12 Place of Board Meetings**

Meetings of the board shall be held at any place within or outside California that has been designated by resolution of the board or in the notice of the meeting or, if not so designated, at the principal office of the corporation.

**Section 5.13 Meetings by Telephone or Other Telecommunications Equipment**

Any board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

(a) Each director participating in the meeting can communicate concurrently with all other directors.

(b) Each director is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

(c) The board has adopted and implemented a means of verifying both of the following:

(1) A person participating in the meeting is a director or other person entitled to participate in the board meeting.

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(2) All actions of or votes by the board are taken or cast only by the directors and not by persons who are not directors.

**Section 5.14 Regular Meetings**

The board shall hold regular meetings at such time and place as the board may fix from time to time for purposes of administrative activities, election or appointment of officers, and transaction of other business. Notice of this meeting is not required.

**Section 5.15 Special Meetings**

Special meetings of the board for any purpose may be called at any time by the chairman of the board, the president or any vice president, the secretary, or any two directors.

Notice of the time and place of special meetings shall be given to each director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the director's address or telephone number as shown on the corporation's records.

Notices sent by first-class mail shall be deposited in the United States mails at least 5 days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic mail shall be delivered, telephoned, or sent, respectively, at least 48 hours before the time set for the meeting.

The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office. The notice need not specify the purpose of the meeting.

**Section 5.16 Quorum**

A majority of the authorized number of directors shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the board, subject to the more stringent provisions of the California Nonprofit Mutual Benefit Corporation Law, including, without limitation, the provisions on (a) approval of contracts or transactions between this corporation and one or more directors or between this corporation and any entity in which a director has a material financial interest, (b) creation of and appointments to committees of the board, and (c) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some directors, if any

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action taken or decision made is approved by at least a majority of the required quorum for that meeting.

**Section 5.17 Waiver of Notice**

Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and who, before or at the beginning of the meeting, does not protest the lack of notice.

**Section 5.18 Adjournment**

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

**Section 5.19 Action Without a Meeting**

Any action that the board is required or permitted to take may be taken without a meeting if all board members consent in writing (including by electronic means such as email) to the action. Such action by written consent shall have the same force and effect as any other validly approved board action. All such consents shall be filed with the minutes of the proceedings of the board.

**Section 5.20 Compensation and Reimbursement**

Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses as the board may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

**ARTICLE VI**  
**Officers**

**Section 6.1 Offices Held**

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The officers of this corporation shall be a chairman of the board, a president, a secretary, and a chief financial officer. The corporation, at the board's discretion, may also have one or more vice presidents, and such other officers as may be appointed under Section 6.3 of these bylaws.

Any number of offices may be held by the same person.

**Section 6.2 Election of Officers**

The officers of this corporation, except any appointed under Section 6.3 of these bylaws, shall be chosen by the board and shall serve at the pleasure of the board, subject to the rights of any officer under any employment contract.

**Section 6.3 Appointment of Other Officers**

The board may appoint and authorize the chairman of the board, the president, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the board.

**Section 6.4 Removal of Officers**

Subject to the rights of any officer under an employment contract, the board may remove any officer with or without cause.

**Section 6.5 Resignation of Officers**

Any officer may resign at any time by giving written notice to the board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

**Section 6.6 Vacancies in Office**

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 appointment to that office.

**Section 6.7 Responsibilities of Officers**

**Section 6.7.1 Chairman of the Board**

The chairman of the board of directors shall preside at board meetings and shall exercise and perform such other powers and duties as the board may assign from time to time. If there is no president, the chairman of the board shall also be the chief

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executive officer and shall have the powers and duties of the president of the corporation set forth in these bylaws.

**Section 6.7.2 President**

Subject to such supervisory powers as the board may give to the chairman of the board, if any, and subject to the control of the board, the president shall supervise, direct, and control the corporation's activities, affairs, and officers through an executive director. The president shall preside at board meetings in the absence of the chairman of the board. The president shall have such other powers and duties as the board or the bylaws may require, and may serve as the executive director if the board so directs.

**Section 6.7.3 Vice President**

If the president is absent or disabled, the vice president, if any, shall perform all duties of the president and shall have all powers of and be subject to all restrictions on the president. The vice president shall have such other powers and perform such other duties as the board or the bylaws may require.

**Section 6.7.4 Secretary**

The secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the board may direct, a book of minutes of all meetings, proceedings, and actions of the board, and of committees of the board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was general, or special, and, if special, how authorized; the notice given; the names of persons present at board and committee meetings.

The secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The secretary shall give, or cause to be given, notice of all meetings of the board, and of committees of the board that these bylaws require to be given. The secretary shall have such other powers and perform such other duties as the board or the bylaws may require.

**Section 6.7.5 Chief Financial Officer**

The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The chief financial officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

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The chief financial officer shall (i) 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 the board may designate; (ii) disburse the corporation's funds as the board may order; (iii) render to the president, and the board, when requested, an account of all transactions as chief financial officer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the board or the bylaws may require.

If required by the board, the chief financial officer 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 the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the chief financial officer on his or her death, resignation, retirement, or removal from office.

**Section 6.8      Contracts With Directors and Officers**

No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with this corporation, unless the material facts regarding such director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and are noted in the minutes or are known to all board members before consideration by the board of such contract or transaction, and such contract or transaction is authorized in good faith by a majority of the board by a vote sufficient for that purpose without counting the vote of the interested director.

**Section 6.9      Loans to Directors and Officers**

This corporation shall not lend any money or property to, or guarantee the obligation of, any director or officer of the corporation or of its parent, affiliate, or subsidiary unless (a) the board decides that the loan or guaranty may reasonably be expected to benefit the corporation, and (b) before consummating the transaction or any part of it, the loan or guaranty is approved by the vote of a majority of the directors then in office, without counting the vote of the director who is to receive the loan or guaranty.

**ARTICLE VII**  
**Committees/Councils**

**Section 7.1      Establishment of Committees/Councils**

The board, by resolution adopted by a majority of the directors then in office, may

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create member committees/councils as required to advise the board on matters requiring special knowledge, experience or expertise and to serve at the pleasure of the board. Any such committee/councils shall be advisory only and shall have no authority of the board, and in particular, no committee/councils may do the following:

- (a) Fill vacancies on the board or any committee/councils of the board;
- (b) Fix compensation of the directors for serving on the board or on any committee or council;
- (c) Amend or repeal bylaws or adopt new bylaws;
- (d) Amend or repeal any resolution of the board;
- (e) Create any other committees/councils of the board or appoint the members of committees/councils of the board;
- (f) Approve any contract or transaction between this corporation and one or more of its directors or between this corporation and an entity in which one or more of its directors have a material financial interest, subject to the appropriate approval provisions of the California Corporations Code.

**Section 7.2      Steering Committee**

Subject to oversight by the board, the Steering Committee, composed of representatives from member organizations of the Consortium, shall provide technical direction of the Consortium, and the management of its technical activities. The Steering Committee shall establish and disband technical committees as needed, oversee the technical activities of the Consortium and the conduct of member participants, and advise the board upon technical matters and membership issues.

The Steering Committee shall establish operating policies and procedures except in areas requiring action and approval by the board. In such cases the Steering Committee shall propose and recommend specific policies or actions to the board. The Steering Committee may also assume additional roles or responsibilities as requested by the board.

The Steering Committee shall have at least one representative from each membership category unless no members exist in a category or no members in a category wish to participate in the Steering Committee. All founding members of the Consortium, defined as organizations that joined the Consortium prior to its public launch, are also entitled to a seat on the Steering Committee. Subsequent membership in the Steering Committee will be chosen by a process to be determined by the Steering Committee and approved by the board.

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The Chair of the Steering Committee shall be appointed by the board as recommended by the Committee. The Committee shall establish procedures for selection of a Chair and the term of service of the Chair, which shall be approved by the board. The Chair of the Steering Committee shall participate in board meetings in a non-voting role.

The Steering Committee shall meet regularly by teleconference or at Consortium activities, and will determine and change the periodicity of its meetings as necessary. The Steering Committee shall establish procedures for reaching Committee decisions not requiring board approval. Policies, procedures and decisions of the Steering Committee shall be made available to all members of the Consortium.

**ARTICLE VIII**  
**Indemnification and Insurance**

**Section 8.1 Right of Indemnity**

To the fullest extent permitted by law, this corporation may indemnify its directors, officers, employees, and other persons described in Corporations Code section 7237(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

**Section 8.2 Approval of Indemnity**

On written request to the board by any person seeking indemnification under Corporations Code section 7237(b) or section 7237(c), the board shall promptly decide under Corporations Code section 7237(e) whether the applicable standard of conduct set forth in Corporations Code section 7237(b) or section 7237(c) has been met and, if so, the board shall authorize indemnification.

**Section 8.3 Advancement of Expenses**

To the fullest extent permitted by law and except as otherwise determined by the board in a specific instance, expenses incurred by a person seeking indemnification under Sections 8.1 and 8.2 of these bylaws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the corporation for those expenses.

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**Section 8.4 Insurance**

This corporation shall have the right, and shall use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

**ARTICLE IX**  
**Records and Reports**

**Section 9.1 Maintenance of Corporate Records**

This corporation shall keep the following:

- (a) Adequate and correct books and records of account; and
- (b) Written minutes of the proceedings of the board, and of committees and councils of the board as defined in Article VII.

**Section 9.2 Maintenance and Inspection of Articles and Bylaws**

This corporation shall keep at its principal California office a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times. If the corporation has no business office in California, the secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

**Section 9.3 Directors' Right To Inspect**

Every director shall have the absolute right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

**Section 9.4 Annual Report**

The board shall cause an annual report to be prepared within 120 days after the end of the corporation's fiscal year. That report shall contain the following information in appropriate detail:

- (a) A balance sheet as of the end of the fiscal year, an income statement, and

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statement of changes in financial position for the fiscal year, accompanied by an independent accountants' report or, if none, by the certificate of an authorized officer of the corporation that they were prepared without audit from the corporation's books and records.

(b) A statement of the place where the names and addresses of current members are located; and

(c) Any information required by Section 9.1 and 9.2 of these bylaws.

This Section shall not apply if the corporation receives less than \$10,000 in gross revenues or receipts during the fiscal year.

**Section 9.5 Annual Statement of Certain Transactions and Indemnifications**

As part of the annual report, or as a separate document if no annual report is issued, the corporation shall annually prepare and furnish to its directors a statement of any transaction or indemnification of the following kinds within 120 days after the end of the corporation's fiscal year:

(a) Unless approved by directors under Corporations Code section 7233(a), any transaction (i) to which the corporation, its parent, or its subsidiary was a party, (ii) which involved more than \$50,000 or was one of a number of such transactions with the same person involving, in the aggregate, more than \$50,000, and (iii) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a material financial interest):

(1) Any director or officer of the corporation, its parent, or its subsidiary;

(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction, and, when practicable, the amount of that interest, except that, in a partnership in which such person is a partner, only the partnership interest need be stated.

(b) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Section 6.9 of these bylaws, unless the loan, guaranty, indemnification, or advance has already been approved by the directors under Corporations Code section 5034, or the loan or guaranty is not subject to Corporations Code section 7235(a).

**BYLAWS**  
**THE CALENDARING AND SCHEDULING CONSORTIUM**  
A California Nonprofit Mutual Benefit Corporation

**ARTICLE X**  
**Miscellaneous**

**Section 10.1 Construction and Definitions**

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

**Section 10.2 Order of Business**

The parliamentary rules in “Robert’s Rules of Order,” as may be revised, shall govern all deliberations when not in conflict with these Bylaws. The board may waive the application of these rules as it deems necessary.

**Section 10.3 Amendments**

These bylaws may be altered, amended or repealed at any meeting of the board by a resolution adopted by a majority vote of the directors then in office.

**Section 10.4 Dissolution**


Upon dissolution of the corporation, the board shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all the assets of the corporation for one or more exempt purposes within the meaning of section 501(c)(6) of the Internal Revenue Code.

**BYLAWS**  
**THE CALENDARING AND SCHEDULING CONSORTIUM**  
A California Nonprofit Mutual Benefit Corporation

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Assistant Secretary of THE CALENDARING AND SCHEDULING CONSORTIUM, a California nonprofit mutual benefit corporation; that these bylaws, consisting of 18 pages, are the bylaws of this corporation as adopted by the board of directors on 26 February 2004; and that these bylaws have not been amended or modified since that date.

Executed on 27 February 2004 at McKinleyville, California.



David C. Thewlis  
Assistant Secretary

**CERTIFICATE OF SECRETARY OF AMENDMENTS TO BYLAWS**

I certify that I am the duly elected and acting Assistant Secretary of THE CALENDARING AND SCHEDULING CONSORTIUM, a California nonprofit mutual benefit corporation; that these bylaws, consisting of 19 pages, were amended by the board of directors on 16 May 2005 as follows:

Section 4.4 Notification to Members was added

Section 6.7.2 President was modified to separate the offices of Executive Director and President

Section 7.2 Steering Committee was added

These bylaws have not been amended or modified since that date.

Executed on 16 May 2005 at McKinleyville, California.



David C. Thewlis  
Assistant Secretary

**BYLAWS**  
**THE CALENDARING AND SCHEDULING CONSORTIUM**  
A California Nonprofit Mutual Benefit Corporation

**CERTIFICATE OF SECRETARY OF AMENDMENTS TO BYLAWS**


I certify that I am the duly elected and acting Assistant Secretary of THE CALENDARING AND SCHEDULING CONSORTIUM, a California nonprofit mutual benefit corporation; that these bylaws, consisting of 20 pages, were amended by the board of directors on 4 April 2008 as follows:

Article II changed to reflect the location of the principal office of the Consortium at 4390 Chaffin Lane, McKinleyville, as noted at the time on the margin of the bylaws.

Section 5.6 modified to provide that the nominating committee shall not maintain minutes of its proceedings but shall submit its final report in writing.

Section 9.1(b) changed to read "Written minutes of the proceedings of the board, and of committees and councils of the board as defined in Article VII. These bylaws have not been amended or modified since that date.

Executed on 4 April 2008 at McKinleyville, California.



David C. Thewlis  
Assistant Secretary


**CERTIFICATE OF SECRETARY OF AMENDMENTS TO BYLAWS**

I certify that I am the duly elected and acting Assistant Secretary of THE CALENDARING AND SCHEDULING CONSORTIUM, a California nonprofit mutual benefit corporation; that these bylaws, consisting of 20 pages, were amended by the board of directors on 25 July 2008 as follows:

Section 5.5 was modified to clarify elections for staggered terms for directors and bring the text in alignment with the previous decision of the board to implement staggered terms.

These Bylaws have not been amended or modified since that date.

Executed on 25 July 2008 at McKinleyville, California.



David C. Thewlis  
Assistant Secretary