

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

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 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.

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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 Chair 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 Chair 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 Chair 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 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.

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- 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 Workforce Innovation and Opportunity Act 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 every four (4) years in odd numbered year (e.g., 2017, 2021, 2025, etc.) 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 Chair 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 Chair is in receipt of an application for membership that appears to be complete, he or she 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. may 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.

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 are 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

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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.
- 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 Chair of the Board with approval of the Board. The notice to the member of the proposed termination shall state the date, time and place of the hearing on the 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.