

**SAMPLE: BYLAWS OF THE COLLABORATION FOR EARLY CHILDHOOD
CARE AND EDUCATION**

ARTICLE I: NAME AND PURPOSE

Section 1: Name: The name of the corporation shall be the Collaboration for Early Childhood Care and Education (“Collaboration”).

Section 2: Purpose: The Collaboration is organized exclusively for the charitable and educational purposes of fostering high quality, affordable early childhood care and educational experiences and support to families.

ARTICLE II: MEMBERS

Section 1: The Collaboration shall have no members. All authority granted by statute to members shall be held and exercised by the Consensus Makers.

ARTICLE III: CONSENSUS MAKERS

Section 1: General and Nondelegable Powers: The affairs of the Collaboration shall be managed by or under the direction of its board of directors which shall be designated as the “Consensus Makers” and the members individually as a “Consensus Maker”. The Consensus Makers shall have the sole authority for all decisions of the Collaboration, though certain decisions may be delegated to others. The Consensus Makers shall have the sole and non-delegable authority to act on (a) approval of Task Group members and Officers, (b) approval of the annual budget, (c) authorization for the creation of a committee, (d) approval of a committee chair, (e) approval of changes to the mission and vision, and (f) approval of changes to these bylaws and policies.

Section 2: Delegable Powers: Other than with respect to the specific areas of non-delegable authority listed in Section 1 of this Article, the Consensus Makers may delegate authority to act to the Task Group or to any committee, employee, contractor, or agent of the Collaboration.

Section 3: Number of Consensus Makers: The number of Consensus Makers of the Collaboration shall not be fixed or limited.

Section 4: Eligibility of Consensus Makers: A Consensus Maker remains an eligible participant in the Collaboration by (a) regularly participating in Consensus Meetings, (b) making contributions to, or being an employee or representative of a contributing organization, and (c) otherwise supporting the mission of the Collaboration.

(a) Regular participation of a Consensus Maker requires: (i) attendance at no less than half (50%) of the previous 12 regularly scheduled meetings of the Consensus Makers, determined on a quarterly basis; or (ii) attendance at three consecutive regularly scheduled meetings immediately prior to participation in consensus making.

(b) Contribution levels of Consensus Makers will be determined annually by the Collaboration. On or before March 1 of each year, the Task Group shall submit a recommendation for contribution levels for the next fiscal year to the Consensus Makers, who shall determine such contribution levels for the next fiscal year no later than June 1 of that year.

(c) An individual Consensus Maker shall be deemed to support the mission by so declaring, in any form acceptable to the Consensus Makers from time to time. An organization shall be deemed to support the mission through the formal acknowledgement and approval of an individual (e.g., an executive director) or group (e.g., a board of directors) with power to authorize such support and participation by the organization. Such declaration

or acknowledgement shall be in any form acceptable to the Consensus Makers as they may determine from time to time.

(d) The participating organization shall designate one (1) representative to formally represent the organization as a Consensus Maker with authority to participate in decision-making. Other members of such organization may participate in meetings or otherwise within the Collaboration including consensus-making, but they shall do so as individuals and not as the representative of such organization.

(e) Any Consensus Maker may request at any time that the Consensus Makers determine the eligibility of a Consensus Marker pursuant to these Bylaws and such policies and guidelines as the Consensus Makers may establish from time to time. A determination of eligibility requires a Consensus (as defined in Section 12(b) of this Article) at an annual, regularly scheduled, or special meeting.

Section 5: Resignations: Any Consensus Maker may leave the Collaboration at any time by giving written notice to the other Consensus Makers, the President, the Vice-President (in the absence of the President), or the Secretary. Such resignation shall take effect when the notice is delivered unless the notice specifies a future date; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Preservation of Contribution Commitments: The resignation of a Consensus Maker shall not affect or waive any outstanding funding commitments of the Consensus Maker for the fiscal year in which the resignation occurs.

Section 7: Annual Meetings: The annual meeting of the Consensus Makers shall be held at such place and at such time as may be designated by resolution of the Consensus Makers.

Section 8: Regular Meetings: The Consensus Makers shall hold regular meetings at such place and at such times as may be designated by resolution of the Consensus Makers, without other notice than such resolution.

Section 9: Special Meetings: Special meetings of the Consensus Makers may be held at any time on the call of the President or at the request in writing of any two (2) Consensus Makers. Special meetings of the Consensus Makers may be held at such place, either within or without the State of Illinois, as shall be specified or fixed in the call for such meeting or notice thereof.

Section 10: Notice of Special Meetings: Notice of each special meeting shall be delivered by or at the direction of the Secretary to each Consensus Maker at least five (5) days, but not more than sixty (60) days, before the day on which the meeting is to be held. Notice may be given by any regularly accepted method permitted by law, including but not limited to regular mail, overnight courier, messenger, facsimile, email or other electronic delivery methods. Any objections as to the timing or form of notice may be waived in writing by a Consensus Maker, either before or after the meeting. Attendance of a Consensus Maker at any meeting shall constitute a waiver of notice of such meeting except where the Consensus Maker attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. All notices of special meetings shall be accompanied by a description of the matters to be discussed or business to be transacted.

Section 11: Record Date: The record date for any meeting shall be the date given in the notice of the meeting.

Section 12: Quorum and Consensus:

(a) Quorum and Consensus: All actions of the Consensus Makers shall be ratified by a Consensus of a quorum of Consensus Makers, or as otherwise allowed in these Bylaws, or else be null and void. No fewer than ten (10) Consensus Makers or seventy-five percent of all Consensus Makers, whichever number is less, must be present at any meeting to constitute a quorum for the purpose of reaching a valid consensus for the transaction of business.

(b) **Consensus:** A valid consensus (“Consensus”) is defined as the assent of all participating Consensus Makers at a meeting at which there is a quorum. A Consensus Maker who disagrees with a proposal or decision may remain silent on the decision at the time that a call for consensus is made and such silence shall be deemed to be assent of the proposal or decision. Any act ratified by a Consensus of Consensus Makers shall be the act of the Collaboration unless the act of a greater number is required by law or the Articles of Incorporation of the Collaboration or these Bylaws.

(c) **Presumption of Assent:** A Consensus Maker present at a meeting of Consensus Makers at which action on any Collaboration matter is determined will be conclusively presumed to have assented to the action taken unless (i) his or her dissent was entered in the minutes of the meeting, or (ii) he or she filed a written dissent to the action with the Secretary or person acting as secretary at the meeting before adjournment.

(d) **Power to Determine Consensus:** The President, or the Vice-President in the President’s absence, shall determine whether Consensus has been reached.

Section 13: Options if No Consensus is Reached: In the event that Consensus is not reached on a point of decision, the President, or the Vice-President in the absence of the President, shall pursue one or more of the following avenues:

(a) Determine whether there is consensus to table the decision indefinitely.

(b) Request that additional information be prepared and made available for the Consensus Makers to foster a decision.

(c) Refer the matter to the Task Group for the purpose of discussion and recommendation.

(d) Solely as a last option when other options have failed and when there is a deadline for action which cannot be deferred, the President or Vice-President, as the case may be, may delegate the power and authority to make the decision to the Task Group. In such case, the Task Group shall proceed pursuant to Article IV, sections 7 and/or 8, as appropriate under the circumstances.

Section 14: Participation at Meetings by Conference Telephone: Consensus Makers may participate in and act at any meeting of Consensus Makers through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

Section 15: Informal Action: Any action required to, or which may, be taken at a meeting of the Consensus Makers may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the Consensus Makers. A consent expressly approving a proposed action submitted by a Consensus Maker via email shall be valid for purposes of this section.

Section 16: Consensus Maker Conflict of Interest:

(a) If a transaction is fair to the Collaboration at the time it is authorized, approved, or ratified, the fact that a Consensus Maker is directly or indirectly a party to the transaction is not grounds for invalidating the transaction.

(b) In a proceeding contesting the validity of a transaction described in subsection (a), the person asserting validity has the burden of proving the fairness of the transaction unless the material facts of the transaction and the Consensus Maker's interest or relationship were disclosed or known to the Consensus Makers or Task Group or a committee consisting entirely of Consensus Makers and such transaction was authorized, approved or ratified by a consensus of disinterested Consensus Makers.

(c) The presence of the Consensus Maker who is directly or indirectly a party to the transaction described in subsection (a), or of a Consensus Maker who is otherwise not disinterested, may be counted in determining

whether a quorum is present but may not be counted when the Consensus Makers, Task Group, or committee takes or recommends action on the transaction.

(d) For purposes of this Section, a Consensus Maker is "indirectly" a party to a transaction if the other party to the transaction is an entity in which the Consensus Maker or an immediately family member of the Consensus Maker has a material financial interest or of which the Consensus Maker or an immediately family member of the Consensus Maker is an officer, director or general partner.

Section 17: Employees and Agents: The Consensus Makers may employ staff or retain an independent contractor(s) as necessary to serve the Task Group or the Collaboration. Any such staff or contractor may not be a Consensus Maker.

ARTICLE IV: TASK GROUP

Section 1: Authority and Role: The Consensus Makers shall appoint a Task Group which shall identify methods for structuring meetings and exploring and proposing strategies and points of action for the Collaboration. The Task Group shall have no authority to act on behalf of the Collaboration except as specifically designated by a Consensus.

Section 2: Membership and Composition: The Task Group shall consist of no less than nine (9) and no more than eleven (11) Consensus Makers, and shall include all Officers. At least three (3) members shall be early childhood professionals, and at least three (3) members shall not be early childhood professionals. Further qualifications for membership shall be established by policies developed by the Task Force as recommended and adopted by a Consensus.

Section 3: Term of Office: Task Group members are appointed for staggered two-year terms, with no less than four (4) and no more than six (6) terms ending at the end of each fiscal year. Task Group members may serve no more than three (3) consecutive terms, though there is no limit on the aggregate terms that a Consensus Maker may serve as a member of the Task Group.

Section 4: Resignation: A Task Group member may resign from the Task Group at any time by giving written notice to the President or, in the President's absence, the Vice-President. Such resignation shall take effect when the notice is delivered unless the notice specifies a future date; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5: Appointments and Removals of Task Group Members: The Task Group shall have the sole authority to make recommendations to the Consensus Makers for the appointment of a new Task Group member or for the removal of an existing Task Group member. A Consensus is required to act upon any recommendation to appoint or remove a Task Group member.

Section 6: Appointments and Removals of Officers and Committee Chairs: The Task Group shall have the sole authority to make recommendations to the Consensus Makers for the appointment or removal of an Officer. A Consensus is required to act upon any recommendation to appoint or remove an Officer or Committee chair.

Section 7: Consensus of the Task Group: All decisions and recommendations of the Task Group shall be by consensus, as determined by the President or, in the President's absence, the Vice-President. Where consensus cannot be reached on a decision or recommendation, the Task Group may work to reach consensus by, among other methods, (a) postponing the decision or recommendation until a later date, (b) tabling the issue indefinitely, or (c) sending the issue to the Consensus Makers, with or without a recommendation, for further examination.

Section 8: Failure to Reach Consensus; Voting: Where a decision item for which there is a deadline which cannot be deferred has been delegated by the Consensus Makers to the Task Group and the Task Group is unable to reach a consensus, the President or, in the President's absence, the Vice-President shall call for a vote of the

Task Group. In such a case, the affirmative vote of three-fourths (3/4) of the Task Group is required to act. Voting may be accomplished orally, in person or telephonically, by proxy, by email, or by any other method allowed by Illinois law. Votes must be delivered in a timely manner in order to be counted. If a dispute arises about the timeliness of a vote, the President or, in his absence or where the disputed vote is the President's, the Vice President shall have the sole authority to determine whether a vote was timely.

Section 9: Presumption of Dissent: Where the failure to reach consensus on an action or recommendation requires a vote of the Task Group, a Task Group member will be conclusively presumed to have dissented to any action or recommendation on which a vote has been taken unless (i) his or her assent was entered in the minutes of the meeting, (ii) he or she filed a written assent to the action or recommendation with the person acting as the secretary of the meeting before adjournment, or (iii) he or she forwarded such assent by registered or certified mail, overnight courier, messenger, facsimile, email or other electronic delivery methods to the President immediately after the meeting adjourned.

Section 10: Notice of Meetings: The Task Group may hold meetings at scheduled or unscheduled times. All meetings of the Task Group shall be called by the President. Notice of each meeting shall be delivered by or at the direction of the President at least five (5) days, but not more than sixty (60) days, before the day on which the meeting is to be held. Notice may be given by any regularly accepted method permitted by law, including but not limited to regular mail, overnight courier, messenger, facsimile, email or other electronic delivery methods. Any objections as to the timing or form of notice may be waived in writing by a Task Group member either before or after the meeting. Attendance of a Task Group member at any meeting shall constitute a waiver of notice of such meeting except where the Task Group member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. All notices of unscheduled meetings shall be accompanied by a description of the matters to be discussed or business to be transacted.

Section 11: Participation at Meetings by Conference Telephone: Task Group members may participate in and act at any meeting through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other.

ARTICLE V: OFFICERS

Section 1: Designation: The Officers of the Collaboration shall consist of a President, a Vice President, a Secretary, and a Treasurer, and such other Officers and assistant Officers as the Consensus Makers may authorize. The Officers shall be designated or appointed by the Consensus Makers at its annual meeting, or at any regular meeting or special meeting called for the purpose in the event of a vacancy. Any two or more offices may be held by the same person, except that President and Vice-President may not be held by the same person.

Section 2: Term of Office: An Officer is appointed for a one-year term and shall serve until his or her successor has been duly elected and qualified, or until his or her death, resignation or removal for cause in the manner provided in these bylaws. An Officer may serve no more than three (3) consecutive terms, though there is no limit on the aggregate terms that a Consensus Maker may serve as an officer and such Consensus Maker may follow a three-year term with up to three one-year terms in other officer roles.

Section 3: The President: The President shall be Chief Executive Officer of the Collaboration and, subject to the direction and control of the Consensus Makers, shall have general and active management of the affairs of the Collaboration. Internally, the President shall be known as the "Convener," and all actions taken, authorized, or ratified by or in the name of the Convener shall be the actions of the President. The President shall see that all orders, resolutions and directives of the Consensus Makers are carried into effect, except in those instances in which that responsibility is assigned to some other person by the Consensus Makers. The President shall execute bonds, mortgages and other contracts requiring a seal under the seal of the Collaboration. He or she shall have general superintendence of all other Officers of the Collaboration and shall see that their duties are properly performed, except in those instances in which the authority to execute is expressly delegated to another Officer or agent of the Collaboration or a different mode of execution is expressly prescribed by the Consensus Makers or these bylaws. The President shall from time to time report to the Consensus Makers all matters within his or her knowledge which

the interests of the Collaboration may require to be brought to their notice. The President shall also perform such other duties as may be assigned from time to time by the Consensus Makers.

Section 4: The Vice President: The Vice President shall have all the powers and perform all the duties of the President in the absence or incapacity of the President. He or she shall perform, also, such other duties as may be assigned to him or her from time to time by the Consensus Makers.

Section 5: The Secretary and Assistant Secretary: The Secretary shall (i) act as Secretary of the Consensus Makers and of the Task Group, (ii) give, or cause to be given, all notices in accordance with the provisions of these Bylaws or as required by law, (iii) supervise the custody of all records and reports and shall be responsible for the keeping and reporting of adequate records of all meetings of the Consensus Makers and the Task Group, (iv) be the custodian of the seal of the Collaboration, and (v) perform such other duties as may be assigned from time to time by the Consensus Makers. The Consensus Makers may designate an Assistant Secretary to fulfill the duties of the Secretary in the event the Secretary is unwilling or unable to perform such duties.

Section 6: The Treasurer and Assistant Treasurer: The Treasurer shall keep full and correct account of receipts and disbursements in the books belonging to the Collaboration, and shall deposit all moneys and other valuable effects in the name and to the credit of the Collaboration, in such banks of deposit as may be designated by the Consensus Makers. The Treasurer shall dispose of funds of the Collaboration as may be ordered by the Consensus Makers, taking proper vouchers for such disbursements, and shall render to the President, the Task Group, and the Consensus Makers, whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Collaboration. The Treasurer shall also perform such other duties as may be assigned from time to time by the Consensus Makers. The Consensus Makers may designate an Assistant Treasurer to fulfill the duties of the Treasurer in the event that the Treasurer is unwilling or unable to perform such duties.

Section 7: Delegation of Administrative Tasks: An Officer may delegate reporting, administrative or custodial tasks to an agent or employee.

Section 8: Resignation: An Officer may resign at anytime by giving written notice to the President or the Secretary of the Collaboration. Such resignation shall take effect when the notice is delivered unless the notice specifies a future date; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9: Removal: An Officer of the Collaboration may be removed from office with or without cause by the Consensus Makers but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an Officer shall not of itself create any contract rights.

Section 10: Vacancies: Any vacancy in any office because of death, resignation, removal, disqualification or any other cause, shall be filled by the Consensus Makers, at the recommendation of the Task Group, at an annual or regular meeting or at a special meeting called for such purpose.

ARTICLE VI: COMMITTEES, ADVISORY BOARDS, OR OTHER BODIES

Section 1: Creation: The Consensus Makers may create a committee, advisory board or other such body which may or may not have Consensus Makers as members, with or without the recommendation of the Task Group. Any such committee, advisory body or other body may not act on behalf of the Collaboration or bind the Collaboration to any action but may make recommendations to the Consensus Makers or the Task Group.

Section 2: Chair: One member of each committee, advisory board, or other such body shall be appointed chair by the Consensus Makers, with or without the recommendation of the Task Group.

Section 3: Appointments: The Consensus Makers, with or without the recommendation of the Task Group, may appoint persons to a committee, advisory board, or other such body or may delegate appointments to an existing committee, advisory board, or other such body or to its chair.

Section 4: Term of Office: Each member of a committee, advisory body or other body shall continue for such time as the member and Consensus Makers have agreed or the committee, advisory body or other body is terminated, or unless such member be removed by the Consensus Makers, or unless such member shall cease to qualify as a member thereof.

Section 5: Vacancies: Vacancies in the membership or chair of a committee, advisory body, or other such body may be filled by appointment in the same manner as provided in the case of original appointments.

ARTICLE VII: INDEMNIFICATION

Section 1: Indemnification in Actions Other Than by or in the Right of the Collaboration: The Collaboration may, to the fullest extent permitted by law, indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Collaboration) by reason of the fact that he or she is or was a Consensus Maker, committee member, employee or agent of the Collaboration, or who is or was serving at the request of the Collaboration as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Collaboration, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Collaboration or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2: Indemnification in Actions by or in the Right of the Collaboration: The Collaboration may, to the fullest extent provided by law, indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Collaboration to procure a judgment in its favor by reason of the fact that such person is or was a Consensus Maker, committee member, employee or agent of the Collaboration, or is or was serving at the request of the Collaboration as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Collaboration, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of their duty to the Collaboration, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 3: Right to Payment of Expenses upon Success: To the extent that a present or former Consensus Maker, employee or agent of the Collaboration has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Sections 1 or 2 of this Article VII or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by such person in connection therewith, if that person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Collaboration.

Section 4: Determination of Conduct Leading to Indemnification: Any indemnification under Sections 1 and 2 of this Article VII (unless ordered by a court) shall be made by the Collaboration only as authorized in the specific case, upon a determination that indemnification of the present or former Consensus Maker, employee or agent is

proper in the circumstances because that person has met the applicable standard of conduct set forth in Section 1 or 2 of this Article VII. Such determination shall be made (i) by a Consensus of Consensus Makers who were not parties to such action, suit or proceeding, or (ii) if a Consensus of such Consensus Makers cannot be reached, by an affirmative vote of the Task Group pursuant to Article IV, section 8, which may rely, in its discretion, in the written opinion of independent legal counsel.

Section 5: Payment of Expenses in Advance: Expenses (including attorney's fees) incurred by a Consensus Maker, employee or agent in defending a civil or criminal action, suit or proceeding may be paid by the Collaboration in advance of the final disposition of such action, suit or proceeding, as authorized by the Consensus Makers in the specific case, upon receipt of an undertaking by or on behalf of the Consensus Maker, employee or agent to repay such amount, unless it shall ultimately be determined that such Consensus Maker, employee or agent is entitled to be indemnified as authorized in this Article VII.

Section 6: Indemnification Not Exclusive: The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement or under applicable law, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Consensus Maker, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7: Insurance: The Collaboration may purchase and maintain insurance on behalf of any person who is or was a Consensus Maker, employee or agent of the Collaboration, or who is or was serving at the request of the Collaboration as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of their status as such, whether or not the Collaboration would have the power to indemnify such person against such liability under the provisions of this Article VII.

Section 8: References To Collaboration: For purposes of this Article VII, references to the Collaboration shall include, in addition to the surviving entity, any merging entity (including any entity having merged with a merging entity) absorbed in a merger that, if its separate existence had continued, would have had the power and authority to indemnify its officers, directors, employees, or agents, so that any person who was an officer, director, employee, or agent of such merging entity, or was serving at the request of such merging entity as an officer, director, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article VII with respect to the surviving entity as such person would have with respect to such merging entity if its separate existence had continued.

ARTICLE VIII: BOOKS AND RECORDS

Section 1: Corporate Records: The Collaboration shall keep at its registered office or at its principal place of business the original copy of its bylaws, including all amendments and alterations thereto to date, records of the minutes of the proceedings of the Consensus Makers, the Task Group, and committees having any of the authority of the Consensus Makers, and complete and accurate books or records of account.

Section 2: Right of Inspection: The books and records of account and records of the proceedings of the Consensus Makers may be examined by any Consensus Maker in person or by agent or attorney for any proper purpose, and to make copies or extracts there from, at any mutually agreed upon time.

ARTICLE IX: WAIVER OR REDUCTION OF FEES

The Collaboration, being organized exclusively for charitable purposes under Illinois law, shall strive to make its services and products available to the appropriate general public without undue obstacles to access. It is the general policy of the Collaboration that any fees or charges associated with the charitable services or products of the Collaboration shall be waived or reduced in accordance with each recipient's ability to pay. The Task Group or any administrative staff which has been delegated that authority shall have the discretion to make such waivers or reductions, when appropriate, to ensure the maximum distribution of the Collaboration's charitable services or products.

ARTICLE X: MISCELLANEOUS

Section 1: Principal Office: The principal office of the Collaboration in the State of Illinois shall be designated by resolution of the Consensus Makers. The Collaboration shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office and may have other offices within or without the state.

Section 2: Depositories: All funds of the Collaboration not otherwise employed shall be deposited from time to time to the credit of the Collaboration in such banks, trust companies or other depositories as the Consensus Makers may designate.

Section 3: Checks, Drafts, Notes, etc.: All checks, drafts or other orders for the payment of money and all notes or other evidences of indebtedness issued in the name of the Collaboration shall be signed by such Consensus Maker or Consensus Makers, or agent or agents, of the Collaboration and in such manner as shall from time to time be determined by resolution of the Consensus Makers. In the absence of such determination by the Consensus Makers, such instruments shall be signed by the President and countersigned by the Treasurer of the Collaboration.

Section 4: Fiscal Year: The fiscal year of the Collaboration shall end on the last day of June of each year, or as otherwise designated by resolution of the Consensus Makers.

Section 5: Delivery of Notice: Any notices required to be delivered pursuant to these Bylaws shall be addressed to the person at his, her, or its address or relevant contact information as it appears on the records of the Collaboration, and may be sent by any method permitted by law including but not limited to United States mail, messenger, air or ground courier, or electronic transmission.

Section 6: Execution of Documents: No contract will be entered into, no loans will be contracted on behalf of the Collaboration and no evidence of indebtedness will be issued in the name of or on behalf of the Collaboration unless authorized or ratified by a Consensus. Such authority may be general or confined to specific instances. Except as otherwise provided by law, all checks, drafts, promissory notes, orders for the payment of money and other evidence of indebtedness issued in the name of the Collaboration and all contracts, deeds, mortgages, obligations and other instruments executed in the name of and on behalf of the Collaboration shall be executed and attested by such Consensus Maker or Consensus Makers, or agent or agents, of the Collaboration and in such manner as shall from time to time be determined by resolution of the Consensus Makers.

Section 7: Gifts: The Consensus Makers may accept on behalf of the Collaboration any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Collaboration.

Section 8: Not-for-Profit Operations: The Collaboration will not have or issue shares of stock. No dividend will be paid, and no part of the money, property or other assets of the Collaboration will be distributed to Consensus Makers.

Section 9: Compensation of Employees and Agents: The Consensus Makers may fix the salaries or other compensation of agents and employees of the Collaboration, or may designate this function for any specific agent or employee to the Task Group or to others under the Task Group's supervision.

Section 10: Limitations on Compensation and Reimbursement: No Consensus Maker shall receive, directly or indirectly, any income, salary, compensation or pecuniary benefit from the Collaboration, except reimbursement from the Collaboration's funds for reasonable expenses incurred that, in the opinion of a quorum of disinterested Consensus Makers, were properly incurred in performance of such duties on behalf of the Collaboration, upon submission of proper documentation either to a quorum of disinterested Consensus Makers or, if such determination has been so delegated, to the Task Group.

Section 11: Loans to Consensus Makers: The Collaboration will make no loans to any of its Consensus Makers.

Section 12: Construction: If any portion of these Bylaws shall be invalid or inoperative, then so far as is reasonable and possible (a) the remainder of these Bylaws shall be considered valid and operative; and (b) effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 13: Effective Date: These Bylaws will be effective upon acceptance by a Consensus.

ARTICLE XI: AMENDMENTS

Method of Amendment: These Bylaws may be altered, amended or repealed, and new bylaws may be made and adopted at any annual or regular meeting of the Consensus Makers, or at any special meeting called for that purpose, by a quorum of Consensus Makers as defined in Article III of these Bylaws.