

**Bylaws  
of  
Center for Spiritual Care and Pastoral Formation  
A California Public Benefit Corporation**

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**ARTICLE 1 - NAME AND OFFICES**

**SECTION 1. NAME**

The name of the corporation shall be Center for Spiritual Care and Pastoral Formation (abbreviated as "CSCPF" in these bylaws).

**SECTION 2. PRINCIPAL OFFICE**

The principal office of CSCPF for the transaction of its business is located in Contra Costa County, California.

**SECTION 3. CHANGE OF ADDRESS**

The county of CSCPF's principal office can be changed only by amendment of these bylaws and not otherwise. The Fiduciary Council may, however, change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed an amendment of these bylaws.

\_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_ Dated: \_\_\_\_\_

**SECTION 4. OTHER OFFICES**

CSCPF may also have offices at such other places, within or without the State of California, where it is qualified to do business, as its business may require and as the Fiduciary Council may, from time to time, designate.

**ARTICLE 2 - PURPOSES**

**SECTION 1. OBJECTIVES AND PURPOSES**

The specific purposes of CSCPF shall be exclusively educational and charitable under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code: to increase the effectiveness and competency of chaplains, pastoral counselors and chaplaincy programs by supporting accreditation of learning centers and certification of individuals, managing an association of spiritual care practitioners, and facilitating the development of spiritual care practitioners.

## **SECTION 2. EXCLUSIONS FROM PURPOSES**

No part of the net earnings of CSCPF shall inure to the benefit of, or be distributable to its members, Fiduciary Council members, officers, or other private persons, except that CSCPF shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes described in section 501(c)(3). No substantial part of the activities of CSCPF shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and CSCPF shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, CSCPF shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## **ARTICLE 3 - GOVERNANCE**

### **SECTION 1. GOVERNANCE STRUCTURE**

Governance authority in CSCPF shall be vested in three components: the Fiduciary Council, the Program Council, and Members. The Fiduciary Council will be understood by CSCPF members to be the “board of directors” as may be defined in federal and state law. Governance authority shall be spread evenly between these governance components to preclude dominance by any one portion of the structure or any small group of individuals. The Fiduciary Council shall initiate interdependently on CSCPF legal entity matters and the Council shall initiate interdependently on program matters. The Fiduciary Council shall initiate changes to these bylaws, which changes shall become effective upon the affirmation of the Program Council and subsequent ratification by a majority of those CSCPF members who exercise their right to vote in any given instance of approval of a change in the bylaws.

### **SECTION 2. EMPOWERMENT**

Individual Members of CSCPF shall have a voice at CSCPF by way of binding and non-binding referendums, tenure votes, etc. All three components of governance may initiate a process by which any subject can be put to the entire membership for a

binding or non-binding vote. Such votes will be managed by the secretary of CSCPF with the oversight and affirmation of the Fiduciary and Program Councils. The Fiduciary and Program Councils may change their names, with ratification by vote of members. The Program Council may change the number and definition of its functional area teams by vote of its members, affirmed by the Fiduciary Council.

## **ARTICLE 4 - MEMBERSHIP**

### **SECTION 1. ELIGIBILITY FOR MEMBERSHIP**

Voting membership shall be open to any person (“Individual”) or association of any legal type (“Community”) that supports the purpose statements and exclusions in Article 2. Membership is established after submission of membership profile information and receipt of CSCPF annual dues by CSCPF. The three types of community members shall be known Practitioner Communities (groups of Individuals), Learning Centers (formation centers for practitioners), and Serving Sites (ministry sites for Individuals). Membership in good standing by Individuals requires becoming an active member of a Practitioner Community within one year of joining CSCPF.

### **SECTION 2. ANNUAL DUES**

The amount required for CSCPF annual dues each year shall be determined by the Fiduciary Council and affirmed by the Program Council, unless changed by a majority vote of the members at an annual meeting of the full membership. Continued voting membership in CSCPF is contingent upon the member being considered by the Program Council as being up-to-date on CSCPF membership dues.

### **SECTION 3. RIGHTS OF MEMBERS**

Members may initiate a process by which any subject can be put to the entire membership for binding or non-binding votes. [Binding votes must be affirmed by a majority of members, not simply a majority of those who cast votes.] Practitioner Communities shall be empowered to determine the size which is appropriate for them.

### **SECTION 4. RESIGNATION AND TERMINATION**

Any member may resign from membership in CSCPF by filing a written resignation with the secretary. Resignation shall not relieve a member of unpaid CSCPF dues, or other charges previously accrued. An Individual’s membership can be terminated by majority

votes of both the Fiduciary and Program Councils which affirm a written recommendation submitted by the Individual member's Practitioner Community.

#### **SECTION 5. NON-VOTING MEMBERSHIP**

The Fiduciary Council shall have the authority to establish and define non-voting categories of membership and related annual dues.

### **ARTICLE 5 - THE PROGRAM COUNCIL**

#### **SECTION 1 - MEMBERS OF THE PROGRAM COUNCIL**

The Program Council of CSCPF shall be composed of voting members who are the facilitators from 12 functional area teams. The functional area teams will be populated by at least three active volunteer CSCPF members. An active team member is an Individual CSCPF member who participates in regular team meetings and who makes an active contribution to the work of the team; "Committees of One" are to be avoided whenever possible, but this situation may be accepted by the Program Council on an interim basis as needed given the availability of team volunteers. Functional area teams will draw from similar teams within Practitioner Communities or even regional groups of Practitioner Communities to ensure that there are many points of entry into governance activities. This addresses inclusivity and accessibility at all levels of governance. Corporate officers will constitute the "corporate" functional area team in the Program Council. Functional area team members shall be empowered to nominate a team facilitator as their Liaison to CSCPF Councils and Communities. The facilitator nominated by a functional area team shall become a Program Council member upon being affirmed by the full Program Council.

#### **SECTION 2 - POWERS**

The Program Council will initiate interdependently in all core program activities, such as development and implementation of standards and competencies of practice, accreditation processes, certification processes, development and implementation of standards of behavior, content publications, timing of conferences, etc. The Program Council must also not only affirm bylaws changes initiated by the Fiduciary Council, but submit them for ratification to all voting members, both communities and individuals.

### **SECTION 3 - DUTIES**

The Program Council's primary duty is to discuss, modify and/or affirm proposals offered by any of the functional area teams. Teams are responsible for identifying priorities in their functional area, defining an agenda which addresses those priorities, and submitting specific proposals for action to the Program Council for affirmation. Teams may not implement programmatic changes or processes until such steps have been affirmed by Program Council, and/or the Fiduciary Council or membership as appropriate. Teams are also responsible for implementing affirmed proposals, and also for performing routine functions which are a part of their affirmed responsibilities. Records of Program Council and team meetings and attendance should be kept by each group, as well as minutes which reflect important discussions and decisions.

### **SECTION 4 - TERM AND TENURE OF PROGRAM COUNCIL MEMBERS**

Members of the Program Council shall serve two-year terms commencing upon the affirmation of the team selected facilitator by the Program Council. Members of the Program Council may be removed by a vote of the Individual CSCPF members, which vote shall proceed when initiated by any one member community and seconded by two other member communities in a written communication submitted to the Program Council. The vote will proceed as described in Article 3, Section 2. Program Council members may also be removed by vote of the Program Council when affirmed by the Fiduciary Council; the Program Council member in question shall not participate in such votes.

## **ARTICLE 6 - THE FIDUCIARY COUNCIL**

### **SECTION 1. MEMBERS OF THE FIDUCIARY COUNCIL**

CSCPF shall have not fewer than three (3) nor more than twelve (12) members of the Fiduciary Council, with the exact number to be fixed within these limits by approval of the Fiduciary Council or the members in the manner provided in these bylaws. The twelve members will represent various constituencies of CSCPF, with at least: 3, representing individuals; 4, representing at least one of each type of community; and 3, representing external stakeholders.



## **SECTION 2. POWERS**

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in the articles of incorporation and bylaws relating to action required or permitted to be taken or approved by the members of CSCPF, the Fiduciary Council will initiate interdependently in legal entity matters, such as bylaws changes, initiating all financial plans including setting annual budgets, appointment of corporate officers and making operational decisions, authorizing external relationships through contracts, and internal policies necessary to meet CSCPF's external commitments. The Fiduciary Council retains fiduciary responsibility such as is imposed by law. It represents all stakeholders, which include all members..

## **SECTION 3. DUTIES**

It shall be the duty of the members of the Fiduciary Council to:

- A. Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation of CSCPF, or by these bylaws;
- B. Appoint and remove, employ and discharge, and, except as otherwise provided in these bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of CSCPF;
- C. Supervise all officers, agents, and employees of CSCPF to assure that their duties are performed properly;
- D. Meet at such times and places as required by these bylaws;
- E. Register their addresses with the secretary of CSCPF and notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.

## **SECTION 4. TERMS OF OFFICE**

Members of the Fiduciary Council shall serve two-year terms, staggered to ensure continuity. Fiduciary Council members shall be elected in a two step process; firstly by being nominated directly by members in a process facilitated by the Governance Development Team of the Program Council, and secondly by a vote of the entire membership. Nominations may be made by any Community, by an individual member when seconded by another member, or by either of the Fiduciary or Program Councils. Such voting may take place electronically or in any duly constituted annual meeting of CSCPF members.

Members of the Fiduciary Council may be removed by a vote of the Individual CSCPF members, which vote shall proceed when initiated by any one member community and

seconded by two other member communities in a written communication submitted to the Fiduciary Council. The vote will proceed as described in Article 3, Section 2. Fiduciary Council members may also be removed by vote of the Fiduciary Council when affirmed by the Program Council; the Fiduciary Council member in question shall not participate in such votes.

Each member of the Fiduciary Council shall hold office until the next election of the Fiduciary Council as specified in these bylaws, and until his or her successor is elected and qualifies.

#### **SECTION 5. COMPENSATION**

Members of the Fiduciary Council shall serve without compensation except that they may be allowed and paid their actual and necessary expenses incurred in attending Fiduciary Council meetings. In addition, they may be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3 of this Article. Fiduciary Council members may not be compensated for rendering services to CSCPF in any other capacity unless such other compensation is reasonable and is allowable under the provisions of Section 6 of this Article. Any payments to Fiduciary Council members shall be approved in advance in accordance with CSCPF's conflict of interest policy, as set forth in Article 12 of these bylaws.

#### **SECTION 6. RESTRICTION REGARDING INTERESTED FIDUCIARY COUNCIL MEMBERS**

Notwithstanding any other provision of these bylaws, not more than forty-nine percent (49%) of the persons serving on the Fiduciary Council may be interested persons. For purposes of this Section, "interested persons" means either:

- A. Any person currently being compensated by CSCPF for services rendered it within the previous twelve (12) months, whether as a full- or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Fiduciary Council member as such; or
- B. Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

#### **SECTION 7. PLACE OF MEETINGS**

Meetings shall be held at the principal office of CSCPF unless otherwise provided by the Fiduciary Council or at such place within or without the State of California which has been designated from time to time by resolution of the Fiduciary Council. In the absence

of such designation, any meeting not held at the principal office of CSCPF shall be valid only if held on the written consent of all Fiduciary Council members given either before or after the meeting and filed with the secretary of CSCPF or after all Fiduciary Council members have been given written notice of the meeting as hereinafter provided for special meetings of the Fiduciary Council.

Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting so long as all Fiduciary Council members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if all of the following apply:

- A. Each Fiduciary Council member participating in the meeting can communicate with all of the other participants concurrently;
- B. Each Fiduciary Council member is provided the means of participating in all matters before the Fiduciary Council, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by CSCPF; and
- C. CSCPF adopts and implements some means of verifying (1) that all persons participating in the meeting are Fiduciary Council members of CSCPF or are otherwise entitled to participate in the meeting, and (2) that all actions of, or votes by, the Fiduciary Council are taken and cast only by Fiduciary Council members and not by persons who are not Fiduciary Council members.

## **SECTION 8. REGULAR AND ANNUAL MEETINGS**

Regular meetings of the Fiduciary Council shall be held on the second Friday in July and January at 1 o'clock PM, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the next business day.

## **SECTION 9. SPECIAL MEETINGS**

Special meetings of the Fiduciary Council may be called by the chairperson of the board, the president, the vice president, the secretary, or by any two Fiduciary Council members, and such meetings shall be held at the place, within or without the State of California, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of CSCPF or by electronic video screen communication or by other communications equipment.

## **SECTION 10. NOTICE OF MEETINGS**

Regular meetings of the Fiduciary Council may be held without notice. Special meetings of the Fiduciary Council shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone or email. If sent by mail or email, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the email service provider. Such notices shall be addressed to each Fiduciary Council member at his or her address as shown on the books of CSCPF. Notice of the time and place of holding an adjourned meeting need not be given to absent Fiduciary Council members if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to Fiduciary Council members absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

## **SECTION 11. CONTENTS OF NOTICE**

Notice of meetings not herein dispensed with shall specify the place, day, and hour of the meeting. The purpose of any Fiduciary Council meeting need not be specified in the notice.

## **SECTION 12. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS**

The transactions of any meeting of the Fiduciary Council, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each Fiduciary Council member not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

## **SECTION 13. QUORUM FOR MEETINGS**

A quorum shall consist of three (3) Fiduciary Council members. Except as otherwise provided in these bylaws or in the articles of incorporation of CSCPF, or by law, no business shall be considered by the Fiduciary Council at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn. However, a majority of the Fiduciary

Council members present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Fiduciary Council.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 10 of this Article.

The Fiduciary Council members present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Fiduciary Council members from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the articles of incorporation or bylaws of CSCPF.

#### **SECTION 14. MAJORITY ACTION AS FIDUCIARY COUNCIL ACTION**

Every act or decision done or made by a majority of the Fiduciary Council members present at a meeting duly held at which a quorum is present is the act of the Fiduciary Council, unless the articles of incorporation or bylaws of CSCPF, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a Fiduciary Council member has a material financial interest (Section 5233), and indemnification of Fiduciary Council members (Section 5238e), require a greater percentage or different voting rules for approval of a matter by the Fiduciary Council.

#### **SECTION 15. CONDUCT OF MEETINGS**

Meetings of the Fiduciary Council shall be presided over by the chairperson of the board, or, if no such person has been so designated or, in his or her absence, the president of CSCPF or, in his or her absence, by the vice president of CSCPF or, in the absence of each of these persons, by a chairperson chosen by a majority of the Fiduciary Council members present at the meeting. The secretary of CSCPF shall act as secretary of all meetings of the Fiduciary Council, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these bylaws, with the articles of incorporation of CSCPF, or with provisions of law.

## **SECTION 16. ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING**

Any action required or permitted to be taken by the Fiduciary Council under any provision of law may be taken without a meeting, if all members of the Fiduciary Council shall individually or collectively consent in writing to such action. For the purposes of this Section only, "all members of the Fiduciary Council" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law. Such written consent or consents shall be filed with the minutes of the proceedings of the Fiduciary Council. Such action by written consent shall have the same force and effect as the unanimous vote of the Fiduciary Council members. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Fiduciary Council without a meeting and that the bylaws of CSCPF authorize the Fiduciary Council to so act, and such statement shall be prima facie evidence of such authority.

## **SECTION 17. VACANCIES**

Vacancies on the Fiduciary Council shall exist (1) on the death, resignation, or removal of any Fiduciary Council member, and (2) whenever the number of authorized Fiduciary Council members is increased.

The Fiduciary Council may declare vacant the office of a Fiduciary Council member who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law. Fiduciary Council members may be removed without cause by a majority of CSCPF members who participate in a duly constituted vote to remove any Fiduciary Council member.

Any Fiduciary Council member may resign effective upon giving written notice to the chairperson of the Fiduciary Council, the president, the secretary, or the Fiduciary Council, unless the notice specifies a later time for the effectiveness of such resignation. No Fiduciary Council member may resign if CSCPF would then be left without a duly elected Fiduciary Council member or members in charge of its affairs, except upon notice to the attorney general.

In the interim prior to a regular election, vacancies on the Fiduciary Council may be filled by approval of the Fiduciary Council or, if the number of Fiduciary Council members then in office is less than a quorum, by (1) the unanimous written consent of the

Fiduciary Council members then in office, (2) the affirmative vote of a majority of the Fiduciary Council members then in office at a meeting held pursuant to notice or waivers of notice complying with this article of these bylaws, or (3) a sole remaining Fiduciary Council member. The members, if any, of CSCPF may elect a director at any time to fill any vacancy not filled by the Fiduciary Council itself on an interim basis. A person elected to fill a vacancy as provided by this Section shall only hold office until the next annual election of Fiduciary Council members or until his or her death, resignation, or removal from office.

#### **SECTION 18. NON-LIABILITY OF FIDUCIARY COUNCIL MEMBERS**

Fiduciary Council members shall not be personally liable for the debts, liabilities, or other obligations of CSCPF.

#### **SECTION 19. INDEMNIFICATION BY CORPORATION OF FIDUCIARY COUNCIL MEMBERS, OFFICERS, EMPLOYEES, AND OTHER AGENTS**

To the extent that a person who is, or was, a Fiduciary Council member, officer, employee, or other agent of CSCPF has been successful on the merits in defense of any civil, criminal, administrative, or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of CSCPF, or has been successful in defense of any claim, issue, or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements, and other amounts reasonably incurred in connection with such proceedings shall be provided by CSCPF but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

#### **SECTION 20. INSURANCE FOR CORPORATE AGENTS**

The Fiduciary Council may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of CSCPF (including a Fiduciary Council member, officer, employee, or other agent of CSCPF) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not CSCPF would have the power to

indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

## **ARTICLE 7 - OFFICERS**

### **SECTION 1. NUMBER OF OFFICERS**

The officers of CSCPF shall be a president, a secretary, and a chief financial officer who shall be designated the treasurer. CSCPF may also have, as determined by the Fiduciary Council, a chairperson of the Fiduciary Council, one or more vice presidents, assistant secretaries, assistant treasurers, or other officers. Any number of offices may be held by the same person except that neither the secretary nor the treasurer may serve as the president or chairperson of the Fiduciary Council.

### **SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE**

Any person may serve as an officer of CSCPF. Officers shall be elected by the Fiduciary Council, at any time, and each officer shall hold office until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first. The tenure of corporate officers shall be determined solely by the Fiduciary Council. Corporate officers shall not be voting members of the Fiduciary Council.

### **SECTION 3. SUBORDINATE OFFICERS**

The Fiduciary Council may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Fiduciary Council.

### **SECTION 4. REMOVAL AND RESIGNATION**

Any officer may be removed, either with or without cause, by the Fiduciary Council, at any time. Any officer may resign at any time by giving written notice to the Fiduciary Council or to the president or secretary of CSCPF. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Fiduciary Council relating to the employment of any officer of CSCPF.



## **SECTION 5. VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Fiduciary Council. In the event of a vacancy in any office other than that of president, such vacancy may be filled temporarily by appointment by the president until such time as the Fiduciary Council shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Fiduciary Council may or may not be filled as Fiduciary Council shall determine.

## **SECTION 6. DUTIES OF PRESIDENT**

The president shall be the chief executive officer of CSCPF and shall, subject to the control of the Fiduciary Council, supervise and control the affairs of CSCPF and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation of CSCPF, or by these bylaws, or which may be prescribed from time to time by the Fiduciary Council. Unless another person is specifically appointed as chairperson of the Fiduciary Council, he or she shall preside at all meetings of the Fiduciary Council. If applicable, the president shall preside at all meetings of the members. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of CSCPF, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Fiduciary Council.

## **SECTION 7. DUTIES OF VICE PRESIDENT**

In the absence of the president, or in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the Fiduciary Council.

## **SECTION 8. DUTIES OF SECRETARY**

The secretary shall:

- A. Certify and keep at the principal office of CSCPF the original, or a copy of these bylaws as amended or otherwise altered to date.

- B. Keep at the principal office of CSCPF or at such other place as the Fiduciary Council may determine, a book of minutes of all meetings of the Fiduciary Council, and, if applicable, meetings of committees of the Fiduciary Council and of its members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.
- C. Ensure that the minutes of meetings of CSCPF, any written consents approving action taken without a meeting, and any supporting documents pertaining to meetings, minutes, and consents shall be contemporaneously recorded in the corporate records of CSCPF. "Contemporaneously" in this context means that the minutes, consents, and supporting documents shall be recorded in the records of CSCPF by the later of (1) the next meeting of the Fiduciary Council, Fiduciary Council committee, membership, or other body for which the minutes, consents, or supporting documents are being recorded, or (2) sixty (60) days after the date of the meeting or written consent.
- D. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.
- E. Be custodian of the records and of the seal of CSCPF and see that the seal is affixed to all duly executed documents, the execution of which on behalf of CSCPF under its seal is authorized by law or these bylaws.
- F. Keep at the principal office of CSCPF a membership book containing the name and address of each and any member, and, in the case where any membership has been terminated, the secretary shall record such fact in the membership book together with the date on which such membership ceased.
- G. Exhibit at all reasonable times to any member of the Fiduciary Council of CSCPF, or to his or her agent or attorney, on request therefore, the bylaws, the membership book, and the minutes of the proceedings of the Fiduciary Council of CSCPF.
- H. In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation of CSCPF, or by these bylaws, or which may be assigned to him or her from time to time by the Fiduciary Council.

## **SECTION 9. DUTIES OF TREASURER**

Subject to the provisions of these bylaws relating to the "Execution of Instruments, Deposits, and Funds," the treasurer shall:

- A. Have charge and custody of, and be responsible for, all funds and securities of CSCPF, and deposit all such funds in the name of CSCPF in such banks, trust companies, or other depositories as shall be selected by the Fiduciary Council.
- B. Receive, and give receipt for, monies due and payable to CSCPF from any source whatsoever.
- C. Disburse, or cause to be disbursed, the funds of CSCPF as may be directed by the Fiduciary Council, taking proper vouchers for such disbursements.
- D. Keep and maintain adequate and correct accounts of CSCPF's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.
- E. Exhibit at all reasonable times the books of account and financial records to any member of the Fiduciary Council of CSCPF, or to his or her agent or attorney, on request therefor.
- F. Render to the president and members of the Fiduciary Council, whenever requested, an account of any or all of his or her transactions as treasurer and of the financial condition of CSCPF.
- G. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
- H. In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of CSCPF, or by these bylaws, or which may be assigned to him or her from time to time by the Fiduciary Council.

## **SECTION 10. COMPENSATION**

The salaries of the officers, if any, shall be fixed from time to time by resolution of the Fiduciary Council, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of CSCPF, provided, however, that such compensation paid a member of the Fiduciary Council for serving as an officer of this corporation shall only be allowed if permitted under the provisions of Article 6, Section 6, of these bylaws. In all cases, any salaries received by officers of CSCPF shall be reasonable and given in return for services actually rendered for CSCPF which relate to the performance of the charitable or public purposes of CSCPF. All officer salaries shall be approved in advance in accordance with CSCPF's conflict of interest policy, as set forth in these bylaws.

## **ARTICLE 8 - COMMITTEES OF THE FIDUCIARY COUNCIL**

### **SECTION 1. EXECUTIVE COMMITTEE OF THE FIDUCIARY COUNCIL**

The Fiduciary Council may, by a majority vote of its members, designate two (2) or more of its members to constitute an executive committee of the Fiduciary Council and delegate to such committee any of the powers and authority of the Fiduciary Council in the management of the business and affairs of CSCPF, except with respect to:

- A. The approval of any action which, under law or the provisions of these bylaws, requires the approval of the members or of a majority of all of the members.
- B. The filling of vacancies on the Fiduciary Council or on any committee that has the authority of the Fiduciary Council.
- C. The fixing of compensation of the members for serving on the Fiduciary Council or on any committee.
- D. The amendment or repeal of bylaws or the adoption of new bylaws.
- E. The amendment or repeal or any resolution of the Fiduciary Council which by its express terms is not so amendable or repealable.
- F. The appointment of committees of the Fiduciary Council or the members thereof.
- G. The expenditure of corporate funds to support a nominee for member of the Fiduciary Council after there are more people nominated for member of the Fiduciary Council than can be elected.
- H. The approval of any transaction to which CSCPF is a party and in which one or more of the members of the Fiduciary Council has a material financial interest, except as expressly provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office, the Fiduciary Council may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the Fiduciary Council. The committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the Fiduciary Council from time to time as the Fiduciary Council may require.

### **SECTION 2. OTHER COMMITTEES OF THE FIDUCIARY COUNCIL**

CSCPF shall have such other committees as may from time to time be designated by resolution of the Fiduciary Council. Such other committees may consist of persons who

are not also members of the Fiduciary Council. These additional committees shall act in an advisory capacity only to the Fiduciary Council and shall be clearly titled as "advisory" committees.

### **SECTION 3. MEETINGS AND ACTION OF COMMITTEES OF THE FIDUCIARY COUNCIL**

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the Fiduciary Council, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the Fiduciary Council and its members, except that the time for regular meetings of committees may be fixed by resolution of the Fiduciary Council or by the committee. The time for special meetings of committees may also be fixed by the Fiduciary Council. The Fiduciary Council may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

## **ARTICLE 9 - EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS**

### **SECTION 1. EXECUTION OF INSTRUMENTS**

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

### **SECTION 2. CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Fiduciary Council, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of CSCPF shall be signed by the treasurer and countersigned by the president of CSCPF.

### **SECTION 3. DEPOSITS**

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

#### **SECTION 4. GIFTS**

The Fiduciary Council may accept on behalf of CSCPF any contribution, gift, bequest, or devise for the charitable or public purposes of CSCPF.

### **ARTICLE 10 - CORPORATE RECORDS, REPORTS, AND SEAL**

#### **SECTION 1. MAINTENANCE OF CORPORATE RECORDS**

CSCPF shall keep at its principal office in the State of California:

- A. Minutes of all meetings of the Fiduciary Council and its committees, and of all formally constituted meetings of CSCPF members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- B. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- C. A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- D. A copy of CSCPF's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of CSCPF at all reasonable times during office hours.

#### **SECTION 2. CORPORATE SEAL**

The Fiduciary Council may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of CSCPF. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

#### **SECTION 3. FIDUCIARY COUNCIL MEMBERS' INSPECTION RIGHTS**

Every member of the Fiduciary Council shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of CSCPF.

#### **SECTION 4. MEMBERS' INSPECTION RIGHTS**

Each and every member shall have the following inspection rights, for a purpose reasonably related to such person's interest as a member:

- A. To inspect and copy the record of all members' names, addresses, and voting rights, at reasonable times, upon five (5) business days' prior written demand on CSCPF, which demand shall state the purpose for which the inspection rights are requested.
- B. To obtain from the secretary of CSCPF, upon written demand and payment of a reasonable charge, an alphabetized list of the names, addresses, and voting rights of those members entitled to vote for the election of members of the Fiduciary Council as of the most recent record date for which the list has been compiled or as of the date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified therein as of which the list is to be compiled.
- C. To inspect at any reasonable time the books, records, or minutes of proceedings of the Fiduciary Council or its committees, upon written demand on CSCPF by the member, for a purpose reasonably related to such person's interests as a member.

#### **SECTION 5. RIGHT TO COPY AND MAKE EXTRACTS**

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

#### **SECTION 6. ANNUAL REPORT**

The Fiduciary Council shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of CSCPF's fiscal year to all members of the Fiduciary Council of CSCPF and to any member who requests it in writing, which report shall contain the following information in appropriate detail:

- A. The assets and liabilities, including the trust funds, of CSCPF as of the end of the fiscal year;
- B. The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- C. The revenue or receipts of CSCPF, both unrestricted and restricted to particular purposes, for the fiscal year;
- D. The expenses or disbursements of CSCPF, for both general and restricted purposes, during the fiscal year;
- E. Any information required by Section 7 of this Article.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of CSCPF that such statements were prepared without audit from the books and records of CSCPF.

If CSCPF receives Twenty-Five Thousand Dollars (\$25,000), or more, in gross revenues or receipts during the fiscal year, CSCPF shall automatically send the above annual report to all members, in such manner, at such time, and with such contents, including an accompanying report from independent accountants or certification of a corporate officer, as specified by the above provisions of this Section relating to the annual report.

#### **SECTION 7. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS TO MEMBERS**

CSCPF shall mail or deliver to the Fiduciary Council and any and all members a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

Any transaction in which CSCPF, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

- A. Any Fiduciary Council member or officer of CSCPF, or its parent or its subsidiary (a mere common directorship shall not be considered a material financial interest); or
- B. Any holder of more than ten percent (10%) of the voting power of CSCPF, its parent, or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than Fifty Thousand Dollars (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than Fifty Thousand Dollars (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the previous fiscal year to any Fiduciary Council member or officer, except that no such statement need be made if such indemnification was approved by the Fiduciary Council pursuant to Section 5238(e)(2) of the California Nonprofit Public Benefit Corporation Law.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to CSCPF, the nature of such person's interest in the transaction, and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.



If CSCPF provides all members with an annual report according to the provisions of Section 6 of this Article, then such annual report shall include the information required by this Section.

## **ARTICLE 11 - FISCAL YEAR**

### **SECTION 1. FISCAL YEAR OF CSCPF**

The fiscal year of CSCPF shall begin on the first (1st) day of January and end on the thirty-first (31<sup>st</sup>) day of December in each year.

## **ARTICLE 12 - CONFLICT OF INTEREST AND COMPENSATION APPROVAL POLICIES**

### **SECTION 1. PURPOSE OF CONFLICT OF INTEREST POLICY**

The purpose of this conflict of interest policy is to protect this tax-exempt corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Fiduciary Council member of CSCPF or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **SECTION 2. DEFINITIONS**

A. Interested Person.

Any Fiduciary Council member, principal officer, member of a committee with Fiduciary Council delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.

B. Financial Interest.

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. an ownership or investment interest in any entity with which CSCPF has a transaction or arrangement,

- b. a compensation arrangement with CSCPF or with any entity or individual with which CSCPF has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CSCPF is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3, paragraph b, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **SECTION 3. CONFLICT OF INTEREST AVOIDANCE PROCEDURES**

#### **A. Duty to Disclose.**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Fiduciary Council members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### **B. Determining Whether a Conflict of Interest Exists.**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Fiduciary Council or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Fiduciary Council members or committee members shall decide if a conflict of interest exists.

#### **C. Procedures for Addressing the Conflict of Interest.**

An interested person may make a presentation at the Fiduciary Council or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the Fiduciary Council or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the Fiduciary Council or committee shall determine whether CSCPF can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Fiduciary Council or committee shall determine by a majority vote of the disinterested Fiduciary Council members whether the transaction or arrangement is in CSCPF's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

D. Violations of the Conflicts of Interest Policy.

If the Fiduciary Council or committee has reasonable cause to believe a Fiduciary Council member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the Fiduciary Council member's response and after making further investigation as warranted by the circumstances, the Fiduciary Council or committee determines the Fiduciary Council member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **SECTION 4. RECORDS OF FIDUCIARY COUNCIL AND COMMITTEE PROCEEDINGS**

The minutes of meetings of the Fiduciary Council and its committees with Fiduciary Council delegated powers shall contain:

- A. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Fiduciary Council's or committee's decision as to whether a conflict of interest in fact existed.
- B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **SECTION 5. COMPENSATION APPROVAL POLICIES**

A voting member of the Fiduciary Council who receives compensation, directly or indirectly, from CSCPF for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any Fiduciary Council committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CSCPF for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the Fiduciary Council or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CSCPF, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

When approving compensation for Fiduciary Council members, officers and employees, contractors, and any other compensation contract or arrangement, in addition to complying with the conflict of interest requirements and policies contained in the preceding and following sections of this article as well as the preceding paragraphs of this section of this article, the Fiduciary Council or a duly constituted compensation committee of the Fiduciary Council shall also comply with the following additional requirements and procedures:

- A. the terms of compensation shall be approved by the Fiduciary Council or compensation committee prior to the first payment of compensation.
- B. all members of the Fiduciary Council or compensation committee who approve compensation arrangements must not have a conflict of interest with respect to the compensation arrangement as specified in IRS Regulation Section 53.4958-6(c)(iii), which generally requires that each Fiduciary Council member or committee member approving a compensation arrangement between this organization and a "disqualified person" (as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations):
  - a. is not the person who is the subject of compensation arrangement, or a family member of such person;
  - b. is not in an employment relationship subject to the direction or control of the person who is the subject of compensation arrangement
  - c. does not receive compensation or other payments subject to approval by the person who is the subject of compensation arrangement
  - d. has no material financial interest affected by the compensation arrangement; and
  - e. does not approve a transaction providing economic benefits to the person who is the subject of the compensation arrangement, who in turn

has approved or will approve a transaction providing benefits to the Fiduciary Council or committee member.

- C. the Fiduciary Council or compensation committee shall obtain and rely upon appropriate data as to comparability prior to approving the terms of compensation. Appropriate data may include the following:
- a. compensation levels paid by similarly situated organizations, both taxable and tax-exempt, for functionally comparable positions. "Similarly situated" organizations are those of a similar size and purpose and with similar resources
  - b. the availability of similar services in the geographic area of this organization
  - c. current compensation surveys compiled by independent firms
  - d. actual written offers from similar institutions competing for the services of the person who is the subject of the compensation arrangement.

As allowed by IRS Regulation 4958-6, if this organization has average annual gross receipts (including contributions) for its three prior tax years of less than \$1 million, the Fiduciary Council or compensation committee will have obtained and relied upon appropriate data as to comparability if it obtains and relies upon data on compensation paid by three comparable organizations in the same or similar communities for similar services.

- D. the terms of compensation and the basis for approving them shall be recorded in written minutes of the meeting of the Fiduciary Council or compensation committee that approved the compensation. Such documentation shall include:
- a. the terms of the compensation arrangement and the date it was approved
  - b. the members of the Fiduciary Council or compensation committee who were present during debate on the transaction, those who voted on it, and the votes cast by each Fiduciary Council or committee member
  - c. the comparability data obtained and relied upon and how the data was obtained.
  - d. If the Fiduciary Council or a duly constituted compensation committee determines that reasonable compensation for a specific position in this organization or for providing services under any other compensation arrangement with this organization is higher or lower than the range of comparability data obtained, the Fiduciary Council or committee shall record in the minutes of the meeting the basis for its determination.

- e. If the Fiduciary Council or committee makes adjustments to comparability data due to geographic area or other specific conditions, these adjustments and the reasons for them shall be recorded in the minutes of the Fiduciary Council or committee meeting.
- f. any actions taken with respect to determining if a Fiduciary Council or committee member had a conflict of interest with respect to the compensation arrangement, and if so, actions taken to make sure the member with the conflict of interest did not affect or participate in the approval of the transaction (for example, a notation in the records that after a finding of conflict of interest by a Fiduciary Council member, the member with the conflict of interest was asked to, and did, leave the meeting prior to a discussion of the compensation arrangement and a taking of the votes to approve the arrangement).
- g. The minutes of Fiduciary Council or committee meetings at which compensation arrangements are approved must be prepared before the later of the date of the next Fiduciary Council or committee meeting or 60 days after the final actions of the Fiduciary Council or committee are taken with respect to the approval of the compensation arrangements. The minutes must be reviewed and approved by the Fiduciary Council and committee as reasonable, accurate, and complete within a reasonable period thereafter, normally prior to or at the next Fiduciary Council or committee meeting following final action on the arrangement by the Fiduciary Council or committee.

## **SECTION 6. ANNUAL STATEMENTS**

Each Fiduciary Council member, principal officer, and member of a committee with Fiduciary Council delegated powers shall annually sign a statement which affirms such person:

- A. has received a copy of the conflicts of interest policy,
- B. has read and understands the policy,
- C. has agreed to comply with the policy, and
- D. understands CSCP is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **SECTION 7. PERIODIC REVIEWS**

To ensure CSCPF operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
- B. Whether partnerships, joint ventures, and arrangements with management organizations conform to CSCPF's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

## **SECTION 8. USE OF OUTSIDE EXPERTS**

When conducting the periodic reviews as provided for in Section 7, CSCPF may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Fiduciary Council of its responsibility for ensuring periodic reviews are conducted.

## **ARTICLE 13 - AMENDMENT OF BYLAWS**

### **SECTION 1. AMENDMENT**

Subject to any provision of law applicable to the amendment of bylaws of public benefit nonprofit corporations, these bylaws, or any of them, may be altered, amended, or repealed and new bylaws adopted as follows:

- A. Subject to the power of members to change or repeal these bylaws under Section 5150 of the Corporations Code, by approval of the Fiduciary Council when affirmed by the Program Council and subsequently ratified by vote of the members, unless the bylaw amendment would materially and adversely affect the rights of members, if any, as to voting or transfer, provided, however, that a bylaw specifying or changing the fixed number of Fiduciary Council members of CSCPF, the maximum or minimum number of Fiduciary Council members, or changing from a fixed to variable Fiduciary Council or vice versa, may not be adopted, amended, or repealed except as provided in subparagraph (b) of this Section; or
- B. By approval of the members of CSCPF.

## **ARTICLE 14 - AMENDMENT OF ARTICLES**

### **SECTION 1. AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS**

Before any members have been admitted to CSCPF, any amendment of the articles of incorporation may be adopted by approval of the Fiduciary Council.

### **SECTION 2. AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS**

After members, if any, have been admitted to CSCPF, amendment of the articles of incorporation may be adopted by the approval of the Fiduciary Council and by the approval of the members of CSCPF.

### **SECTION 3. CERTAIN AMENDMENTS**

Notwithstanding the above sections of this Article, CSCPF shall not amend its articles of incorporation to alter any statement which appears in the original articles of incorporation of the names and addresses of the first directors of CSCPF, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after CSCPF has filed a "Statement by a Domestic Nonprofit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law.

## **ARTICLE 15 - PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

### **SECTION 1. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

No member, Fiduciary Council member, officer, employee, or other person connected with CSCPF, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of CSCPF, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for CSCPF in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these bylaws and is fixed by resolution of the Fiduciary Council; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of CSCPF. All members, if any, of CSCPF shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of CSCPF, whether voluntarily or involuntarily, the assets of CSCPF, after all debts have been satisfied, shall be distributed as required by the articles of incorporation of CSCPF and not otherwise.





**WRITTEN CONSENT OF MEMBERS OF THE FIDUCIARY COUNCIL ADOPTING BYLAWS**

We, the undersigned, are all of the persons acting unanimously as members of the Fiduciary Council of the Center for Spiritual Care and Pastoral Formation, a California nonprofit public benefit corporation, and, pursuant to the authority granted to the directors by these bylaws to take action by unanimous written consent without a meeting, consent to, and hereby do, adopt the foregoing bylaws, consisting of thirty-four (34) pages, as the bylaws of CSCPF.

Dated: August 31, 2015

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R. John Jeffery, Fiduciary Council Member

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Roy Sanders, Fiduciary Council Member

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Paula Belleggie, Fiduciary Council Member

**CERTIFICATE**

This is to certify that the foregoing is a true and correct copy of the bylaws of the corporation named in the title thereto and that such bylaws were duly adopted by the Fiduciary Council of the Center for Spiritual Care and Pastoral Formation on the date set forth below.

Dated: August 31, 2015

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Gregory H. Colley, Secretary