

**BYLAWS
OF
COLORADO WOMEN'S EMPLOYMENT AND EDUCATION, INC. (CWEE)**

Colorado Women's Employment and Education Inc. (CWEE) is organized in accordance with the Colorado Revised Nonprofit Corporation Act, as amended. The organization has not been formed for the making of any profit, or personal financial gain. The assets and income of the organization shall not be distributable to, or benefit the trustees, directors, or officers or other individuals. The assets and income shall only be used to promote corporate purposes as described below. Nothing contained herein, however, shall be deemed to prohibit the payment of reasonable compensation to employees and independent contractors for services provided for the benefit of the organization. This organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax. The organization shall not endorse, contribute to, work for, or otherwise support (or oppose) a candidate for public office. The organization is organized exclusively for purposes subsequent to section 501(c)(3) of the Internal Revenue Code.

ARTICLE I. NAME

The name of the organization is Colorado Women's Employment and Education, Inc. (CWEE). It is authorized to do business as The Center for Work Education and Employment.

ARTICLE II. PURPOSE

CWEE operates programs and advocates for policies that help to overcome the constraints and disparities of poverty by cultivating self-supporting families.

CWEE fosters personal and professional transformation for low-income individuals and families through confidence building, customized skills training, and career advancement.

ARTICLE III. REGISTERED OFFICE

The principal office of the Corporation, at which the general business of the organization will be transacted and where the records of the Corporation will be kept, will be at such place in the State of Colorado as may be set from time to time by the Board of Directors.

ARTICLE IV. MEETINGS

Section 1. Annual Meeting. The Board of Directors shall convene an annual meeting at least once each calendar year for the purpose of electing officers and directors, reviewing the Form 990 and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors. The minutes from the meeting shall be labeled Annual Meeting.

Section 2. Regular Meetings. The Board of Directors will hold regular meetings at least four times each calendar year at such place and time as may be designated by the Board of Directors.

Section 3. Special Meetings. Special meetings may be requested by the Board Chair, the Executive Committee, or by a majority of the Board of Directors.

Section 4. Notice. Notice of regular or special meetings of the Board of Directors shall be mailed or sent electronically to the address or email on record with the organization at least five days prior to the meeting. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting.

Section 5. Place of Meeting. Meetings shall be held at the organization's principal place of business unless otherwise stated in the notice.

Section 6. Meetings by Telecommunication. Any or all of the directors may participate in an annual, regular, or special meeting by any means of communication by which all persons participating in the meeting may hear each other during the meeting. Meetings may be conducted through the use of any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting by this means is deemed to be present in person at the meeting

Section 7. Quorum. A majority of the directors eligible to vote shall constitute a quorum at a meeting. In the absence of a quorum, a majority of the directors may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The directors present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some directors results in representation is less than a quorum.

Section 8. Action Without A Meeting. Any action required to be taken, or which may be taken, at a meeting, may be taken without a meeting if all directors entitled to vote unanimously agree and consent to such action in writing to the action. Such consent may be received by CWEE by electronically transmitted facsimile or other form of wire or wireless communication sent from the voting director's electronic mailbox.

Section 9. Procedures and Minutes. Meetings will proceed orderly as directed by the Chair or acting Chair of the meeting. The Board shall keep written minutes of its proceedings in its permanent records. A director of the organization who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting.

ARTICLE V DIRECTORS

Section 1. Number of Directors. Governance of CWEE shall be vested in a Board of Directors, which shall include the officers of the Corporation. The number of directors shall be fixed by

resolution of the Board of Directors within a range of no less than five (5) or more than twenty (20) (excluding the ex-officio members of the Board).

Section 2. Election and Term of Office. The directors shall be elected by a majority of the directors serving at the time at the annual meeting or at any regular meeting of the Board. Each director shall serve a term of 3 years, and may be re-elected to serve no more than 3 terms.

Section 3. Resignation. Any director may resign at any time by submitting written notice to the Chairperson, the Secretary, or the President of this corporation. Any resignation shall take effect on receipt of that notice by such officer or at any later time specified by that notice. Unless otherwise specified by that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of this corporation under any contract to which the officer is a party.

Section 4. Removal of Director. Any director may be removed from the Board of Directors with or without cause by an affirmative vote of two-thirds (2/3) of the directors present at an official meeting of the Board. At least ten (10) days' notice of the proposed removal will be given to the involved director, who will be given an opportunity to address the Board, either in writing or in person, at the meeting at which the removal is considered.

Section 5. Absence Considered a Resignation. Absence from three (3) consecutive meetings of the Board of Directors without a valid reason in the judgment of the Board of Directors shall be considered a resignation constituting a vacancy to be filled by the Board.

Section 6. Filling Vacancies. Any vacancy that occurs on the Board of Directors, whether by death, resignation, removal or any other cause, may be filled by the remaining directors.

Section 7. Compensation and Expenses. No compensation will be paid to any member of the Board of Directors for services as a member of the Board. By resolution of the Board, reasonable expenses may be allowed for attendance at regular and special meetings of the Board and for special services rendered by any director.

Section 8. Ex-officio members. The President and Chief Executive Officer of CWEE shall be a non-voting ex-officio member of the Board of Directors which will allow full participation in all Board discussions and committees, but without a vote. The Board reserves the right to meet in executive session without ex-officio members.

ARTICLE VI OFFICERS

Section 1. Number of Officers. There shall be four executive officers of the Corporation: a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer.

Section 2. Election and Term of Office. The officers shall be elected by the Board of Directors at its annual meeting. The term of office shall be two years and officers can be elected to three consecutive terms.

Section 3. The Chairperson. The Chairperson shall be the senior executive officer of the corporation and its principal representative and signatory. The Chairperson shall preside over the meetings of the Board of Directors and the Executive Committee. The Chairperson shall appoint the members of the standing committees of the Board of Directors. The Chairperson shall be an ex-officio member of all committees of the Board.

Section 4. The Vice-Chairperson. The Vice-Chairperson shall perform the functions of the Chairperson in the absence of that individual. Should there be a vacancy in the position of Chairperson, the Vice-Chairperson shall succeed to the unexpired term of office.

Section 5. The Secretary. The Secretary shall keep or cause to be kept the official records, documents, and minutes of proceedings in the affairs of the corporation. The Secretary supervises the preparation of the minutes and records of proceedings and the recording and filing of corporate reports and documents. When required, the Secretary shall witness the signatory authority of the Chairperson.

Section 6. The Treasurer. The Treasurer shall supervise the care and custody of the funds and assets of the corporation. Regularly, but not less than quarterly, the Treasurer shall review and report to the Board of Directors regarding the status of the corporation's records of accounts. The Treasurer shall be empowered to conduct or have conducted an independent review of the corporate assets. Consistent with the responsibility, the Treasurer shall have full and complete access to corporate reports and documents and enlist the assistance of corporate employees in generating reports as the Board of Directors may require. The Treasurer shall review the Corporation's insurance policy annually and if changes are deemed necessary, will report such recommended changes to the Board of Directors.

Section 7. Resignation and Vacancy. A vacancy in any office may be filled by a majority vote of the Board of Directors for the unexpired portion of the term. Any officer may resign by submitting written notice to the Secretary, the Chairperson, or the President. Such resignation shall not be considered effective until it is accepted by a majority vote of the Board of Directors at its next official meeting.

ARTICLE VII PRESIDENT AND CHIEF EXECUTIVE OFFICER AND STAFF

Section 1. Appointment. The Board of Directors shall appoint an individual to serve as President and chief executive officer (CEO) of CWEE. Such President and CEO will hold office at the will of the Board. The President and CEO shall serve as an ex-officio member of all committees.

Section 2. Duties. It shall be the duty of the President and CEO to carry out the policies and program of CWEE; to make periodic reports of the Corporation's operations to the Board of Directors; to appoint other members of the staff in positions authorized by the Board, to assign

their duties, and to direct and supervise their work; and to perform such other duties as may be directed by the Board.

ARTICLE VIII. COMMITTEES AND TASK FORCES

Section 1. Executive Committee.

- a. The Executive Committee will consist of the officers of the Corporation, described in Article VI. The Board Chair may appoint at-large voting or non-voting members to the Executive Committee as needed, but all voting members of the Executive Committee must be members of the Board of Directors. The President and CEO shall be a nonvoting member of the Executive Committee. The terms of the members of the Executive Committee who serve by reason of holding one or more of the offices described in Article VI shall be coterminous with the terms of such offices.
- b. The Board Chairperson will chair the Executive Committee. A majority of the number of voting Executive Committee members shall constitute a quorum for transacting business. The act of the majority of the voting Executive Committee members present at a meeting at which a quorum is present shall be the act of the Executive Committee.
- c. The Executive Committee shall, to the extent permitted by applicable statutes, (i) have the authority of the Board of Directors between the regular meetings of such Board and (ii) perform such other duties as delegated to it by the Board of Directors. The Executive Committee is a standing committee of the Board of Directors. The delegation of authority to the Executive Committee shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed upon him by law. Actions of the Executive Committee will be ratified by the Board of Directors at the subsequent meeting of the Board.
- d. Unless otherwise determined by the Executive Committee, regular meetings of the Executive Committee shall be held at least once every quarter. In addition, special meetings may be called by the Board Chair at such time and place as the Board Chair shall designate.
- e. The Executive Committee shall periodically review the Bylaws as needed.

Section 2. Governance Committee. The Board Chair shall appoint a Governance Committee of not less than three (3) members. The Governance Committee shall submit in writing to the Board of Directors its recommendations for nomination of persons as officers and directors and perform such duties as outlined in the committee charter as approved by the Board of Directors.

Section 3. Other Committees. The Board of Directors may authorize the establishment of other committees, or task forces from time to time and assign duties to them.

- a. **Standing Committees.** By one or more resolutions, the Board of Directors may establish one or more standing committees in addition to the Executive Committee. The normal role of a standing committee, other than the Executive Committee, is to consider matters of concern to the Board of Directors and to make recommendations thereon to the Board. The Board Chair shall appoint the Chair of any such committee on an annual basis. A standing committee shall exist until disbanded by resolution of the Board. Unless the Board by resolution delegates specific authority to a standing committee to act on behalf of the Corporation, standing committees other than the

Executive Committee shall not have any authority to bind the Board or the Corporation or exercise any power or authority reserved to the Board by law, the articles of incorporation, or these bylaws.

- b. **Task Forces.** By one or more resolutions, the Board may establish one or more task forces to undertake a limited scope of business during a limited period of time and make recommendations thereon to the Board. Task forces shall not have any authority to bind the Board or the Corporation or exercise any power or authority reserved to the Board by law, the articles of incorporation, or these bylaws.

ARTICLE IX. GENERAL PROVISIONS

SECTION 1. Indemnification of Directors, Officers, Employees and Agents.

(A) **Definitions.** For purposes of this Section 1 of Article IX, the following terms shall have the meanings set forth below:

- (1) "Corporation" means the Colorado Women's Employment and Education, Inc. (CWEE) and, in addition to the resulting or surviving corporation, any domestic or foreign predecessor entity or corporation in a merger, consolidation or other transaction in which CWEE's existence ceased upon consummation of the transaction.
- (2) "Director" means an individual who is or was a director of the Corporation, and an individual who, while such a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan. A "director" shall be considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on or otherwise involve services by him or her to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context otherwise requires, the estate or personal representative of a "director."
- (3) "Expenses" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.
- (4) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan) or reasonable expense incurred with respect to a proceeding.
- (5) "Official capacity" when used with respect to a director of the Corporation means the office of director in the Corporation, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the Corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation in the performance of his or her duties in his or her capacity as such officer, employee or agent. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other

corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

- (6) "Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer or employee of the Corporation, and any person who, while a director, officer or employee of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan. (7) "Proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitral or investigative (including any action by or in the right of the Corporation) and whether formal or informal.

(B) Right to Indemnification.

- (1) Standards of Conduct. Except as provided in Paragraph B(4) below, the Corporation shall indemnify any party to a proceeding against liability incurred in or as result of the proceeding if (a) such party's conduct was made in good faith, (b) such party reasonably believed (i) in the case of a director acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, or at least not opposed to the Corporation's best interests, or (ii) in all other cases, that such party's conduct was not opposed to the Corporation's best interests, and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful.

For purposes of determining the applicable standard of conduct under this Paragraph B (1), any party acting in his or her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in clause B (1) (b) (i), even if such party is sued solely in a capacity other than as such director.*

- (2) Employee Benefit Plan. A party's conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of clause B (1) (b) (ii). A party's conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of clause B (1) (a).
- (3) Settlement. The termination of any proceeding by judgment, order, settlement of conviction, or upon a plea of *nolo contendere* or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Paragraph B (1).
- (4) Indemnification Prohibited. Except as hereinafter set forth in Paragraph B(5), the Corporation may not indemnify a party under this Subsection B in connection with either (a) any proceeding by or in the right of the Corporation in which the party is or has been adjudged liable to the Corporation, or (b) any proceeding charging improper personal benefit to the party, whether or not involving action

in the party's official capacity, in which the party is adjudged liable on the basis that personal benefit was improperly received by the party (even if the Corporation was not thereby damaged). Notwithstanding the foregoing, the Board reserves the right, by majority vote, to determine whether the improper personal benefit is substantive. Specifically, the Board seeks to limit the scope of such an improper benefit argument under this section to conduct during the proceeding five years from the date of the initial claim and to conduct resulting in more than \$500.00 dollar, or its equivalent value, received by the party alleged to have received the improper personal benefit.

- (5) **Court-Ordered Indemnification.** Notwithstanding the foregoing, the Corporation shall indemnify a party if and to the extent required by the court conducting the proceeding, or by any other court of competent jurisdiction to which the party has applied, it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances described in clause (a) or (b) of Paragraph B(4) or whether or not the party met the applicable standard of conduct set forth in Paragraph B(I), and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Act.
 - (6) **Claims by or in the Right of Corporation.** Indemnification permitted under this Subsection B in connection with a proceeding by or in the right of the Corporation shall be limited to reasonable expenses incurred in connection with the proceeding.
 - (7) **Combined Proceedings.** If any claim made by or in the right of the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by or in the right of the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Section 1 of Article XIII.
- (C) **Prior Authorization Required.** Any indemnification under Subsection B (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Paragraph B(I) and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Board of Directors by a majority vote of a quorum of such Board, which quorum shall consist of all directors not parties to the subject proceeding, or by such other person or body as permitted by law.
- (D) **Success on Merits or Otherwise.** Notwithstanding any other provisions of this Article XIII, the Corporation shall indemnify a party to the extent such party has been wholly successful, on the merits or otherwise, including without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding, against reasonable expenses incurred by such party in connection therewith.
- (E) **Advancement of Expenses.** The Corporation shall pay for or reimburse the reasonable expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if:

- (1) the party gives the Corporation a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Paragraph B(1);
- (2) the party gives the Corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and
- (3) the Board of Directors, in the manner provided in Subsection C, authorizes a payment and determines that the facts then known to those making the determination would not preclude indemnification under this Section 1 of this Article XIII.

The undertaking required by Paragraph E (2) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

- (F) **Payment Procedures.** The Corporation shall promptly act upon any request for indemnification which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Subsection D or by the written affirmation and undertaking to repay as required by Subsection E in the case of indemnification under such section. If no disposition of such claim is made within ninety (90) days after written request for indemnification is made, the claimant may apply by way of civil action in any court of competent jurisdiction for adjudication as to the validity and extent of the claim. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.
- (G) **Insurance.** By action of the Board of Directors, notwithstanding any interest of the directors in such action, the Corporation will purchase and maintain insurance in such amounts as the Board of Directors deems appropriate to protect itself and any person who is or was director, officer, employee, fiduciary or agent of the Corporation, or who, while a director, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article XIII. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the Corporation has an equity or any other interest, through stock ownership or otherwise.
- (H) **Right to Impose Conditions to Indemnification.** The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article IX, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstance, including but not limited to any one or more of the following:

- (1) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Corporation;
 - (2) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and
 - (3) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.
- (I) **Other Rights and Remedies.** The indemnification provided by this Section 1 of Article IX shall be in addition to other rights to indemnification, which a party may have or hereafter acquire by virtue of applicable statute.
- (J) **Applicability; Effect.** The indemnification provided in this Section 1 of Article IX shall be applicable to acts or omissions that occurred prior to the adoption of this Section 1, shall continue as to any party entitled to indemnification under this Section 1 who has ceased to be a director, officer or employee of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary, or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Section 1 of Article IX or of any section or provisions hereof that would have the effect of limited, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Section 1 shall be deemed to be provided by a contract between the Corporation and each party covered hereby.
- (K) **Indemnification of Agents.** The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation who is not otherwise covered by this Section 1 of Article IX to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Subsection C.
- (L) **Savings Clause; Limitation.** If this Section 1 of Article IX or any paragraph or provision hereof shall be invalidated by any court on any ground, then the Corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Section 1 that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in section 501 (c)(3) of the Internal Revenue Code of 1986, as amended ("Code").
- (M) **Intent.** CWEE intends for the indemnification section to generally follow the guidelines set forth in the Colorado Nonprofit Corporation Act, § 129. To the extent they materially

conflict, CWEE has purposefully chosen alternate language and intends for the Bylaws to control any indemnification conflict.

Section 2. Deposits and Withdrawals of Funds. All funds of the Corporation not otherwise employed shall be deposited in such banks, trust companies or other reliable depositories as the Board of Directors may direct. Any withdrawals of funds and checks shall be governed by policies approved by the Board of Directors.

Section 3. Authorization. The Board of Directors may authorize any officer or officers, agent or agents of CWEE, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. Such authority may be general or confined to specific instances.

Section 4. Fiscal year. The fiscal year of CWEE will be July 1 through June 30.

Section 5. Contracts with Officers and Directors. No officer or director of CWEE shall be interested, directly or indirectly, in any contract relating to the operations conducted by it, nor in any contract for furnishing services or supplies to it, unless such contract is authorized by a majority of the Board of Directors at a meeting at which the fact and nature of such interest is fully disclosed or known to the directors present; any director who has an interest has recused themselves from discussion or any vote on the transaction; and the transaction is approved by a majority of non-interested directors.

ARTICLE X. AMENDMENTS

Section 1. Amendments. After ten (10) days' written notice to the directors, the Board of Directors may amend these bylaws at any meeting of the Board of Directors. Any number of amendments or an entire revision of the bylaws may be submitted and voted upon at a single meeting of the Board of Directors. Bylaw amendments will be adopted at such a meeting upon receiving a two-thirds (2/3) affirmative vote of the directors voting on each amendment.

ARTICLE XI. DISSOLUTION

Section 1. Dissolution. In the event of the dissolution of CWEE and after the payment or the provision for payment of all the liabilities of the Corporation, the Board in its sole discretion shall transfer all remaining net assets to a not-for-profit fund, foundation, or other corporation which is organized exclusively for charitable and/or educational purposes, and which has established its Internal Revenue Service 501(c)(3) tax exempt status. Any assets not disposed of will be disposed of by a court of competent jurisdiction in the county in which the principle office of the Corporation is then located.

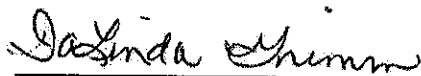
Certification

Susan Hill, Chairperson of Colorado Women's Employment and Education. Inc. (CWEE), and DaLinda Grimm, Secretary of Colorado Women's Employment and Education. Inc. (CWEE) certify that the foregoing is a true and correct copy of the bylaws of the above- named organization, duly adopted by the initial Board of Directors on March 11, 2020.

I certify that the foregoing is a true and correct copy of the bylaws of the above-named organization, duly adopted by the initial Board of Directors on March 11, 2020.



Susan Hill, Chairperson



DaLinda Grimm, Secretary