

**SIXTH AMENDED BYLAWS OF THE
COLLABORATIVE LAW INSTITUTE OF TEXAS, INC.**

ARTICLE 1. PURPOSE OF ORGANIZATION

The Collaborative Law Institute of Texas, Inc. (hereinafter referred to as the Institute). is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the advancement of the education, training, mentoring, and encouragement of licensed lawyers to practice collaborative law (i.e., the settlement of lawsuits and other disputes without any court intervention); obtaining scientific information concerning collaborative law, its effects on the public's perception of lawyers and the American legal system; providing information to the public concerning the scientific information obtained, collaborative law generally, and the lawyers who practice collaborative law; and the making of distributions to organizations that qualify as exempt organizations under section 501(c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

All purposes and activities of the Institute shall be in furtherance of the purposes set out in Section 501(c) (3) of the Internal Revenue Code of 1986 (as amended).

ARTICLE 2. PRINCIPAL OFFICE

The principal office of the Institute shall be at such location as the Board of Trustees designates. The Institute may establish such other offices, as it requires.

ARTICLE 3. BOARD OF TRUSTEES

3.01 General Powers of the Board of Trustees. The Board of Trustees (hereinafter referred as the Board of Trustees or Trustees) shall have authority over all matters of the Institute subject to the restrictions imposed by these Bylaws, the Business Organizations Code, Chapter 22, Nonprofit Corporations, and the Articles of Incorporation.

3.02 Number and Qualification of Trustees. The Board of Trustees shall consist of fifteen elected Trustees, including the President, President-Elect, the Vice-President, the Secretary/Treasurer and the Immediate Past President. Upon majority resolution of the Board of Trustees, the number of Trustees may be increased or decreased from time to time, but in no event shall a decrease have the effect of shortening the term of an incumbent Trustee.

3.03 Election of Trustees. Elections for Trustees filling expired terms shall be held at a Board meeting in the spring of each year. Any Trustee vacancy to be filled by reason of an increase in the number of Trustees shall be filled at the next regular meeting of the Board of Trustees or at a special meeting called for that purpose. The election of Trustees shall be by majority vote of the Trustees present and voting.

3.04 Qualifications for Trustees. All Trustees must be regular members of the Institute as defined in Article 6. No person shall be eligible for election as a member of the Board of Trustees or as an Officer, if that person is at the time of the election, a partner, associate or an employee of another voting member of the Board of Trustees or an Officer. No person shall be eligible for election as a member of the Board of Trustees or as an Officer, if that person is at the time of the election, a spouse of or related within one degree of consanguinity or affinity to another voting member of the Board of Trustees or an Officer.

3.05 Terms of Trustees. The term of office of Trustees shall be three years and shall begin at the conclusion of the Board meeting at which the Trustee was elected and shall end at the commencement of the Board meeting following the third succeeding spring meeting. No Trustee may serve more than two consecutive three-year terms except as provided here or in Section 3.08. If a board member is elected to the office of president-elect in his/her last year of a second term in office, that board shall remain on the board during his/her term as president and immediate past president. The immediate past president shall remain a member of the Board of Directors for a period of one year following the term as president, or until such time as the regular term as a Board member shall expire, whichever is longer.

3.06 Resignation. Any Trustee may resign at any time by delivering written notice to the President of the Institute. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

3.07 Removal. A two-thirds majority of the entire Board of Trustees may remove any Trustee without cause, at any time at any meeting called for that purpose. Any Trustee under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

3.08 Vacancies. Vacancies shall be filled by a majority vote of the remaining Trustees of the Board of Trustees, though less than a quorum, and the Trustee filling the vacancy shall serve for the remainder of the term of the vacancy. Vacancies shall be filled as soon as practical. Any Trustee may make nominations to fill vacancies. The term served by a Trustee to fill a vacancy shall not be counted in determining term limits.

3.09 Meetings. The Board of Trustees shall meet at least three times annually. The Board of Trustees shall hold meetings in conjunction with the Collaborative Law Institute of Texas Spring Retreat and the Advanced Family Law Course and at other times as the Board of Trustees shall deem necessary. The other meetings shall take place at such other times and places as the Board may determine. Meetings may take place within or outside of the State of Texas. A majority of the Board shall constitute a quorum.

Subject to the provisions of these Bylaws with respect to notice of meetings of the Board of Trustees, members of the Board of Trustees may participate in and hold additional meetings of such Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a Trustee participates in such meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Any action required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the members of the Board of Trustees, and such a consent shall have the same force and effect as a unanimous vote of the members of the Board of Trustees at a meeting of the Board of Trustees.

The President with may call special meetings of the Board of Trustees not less than 10 days' notice to each Trustee, either personally or by other appropriate means of communication. Special meetings also may be called by one-third of the current members of the Board in like manner and on like notice. Such notice of a special meeting of the Board of Trustees shall specify the business to be transacted at, and the purpose of, such special meeting.

3.10 Waiver of Notice. Whenever any notice is required to be given to any Trustee of the Institute. under the provisions of a statute, a waiver in writing signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board of Trustees for which the Trustee did not receive the required notice will constitute a waiver of notice of such meeting unless the Trustee objects at the beginning of the meeting of the transaction of business on the grounds that the meeting was not lawfully called or convened.

3.11 Compensation. Trustees shall not receive any salaries or other compensation for their services, but by resolution, the Board of Trustees, may be establish policies for reimbursement of travel expenses to Board of Trustees meetings and related committee meetings. The Institute shall not loan money or property to or guarantee the obligations of any Trustee.

3.12 Procedure. Board of Trustees meetings shall be conducted using a procedure that the Board of Trustees deems most conducive to conduct the business at hand.

3.13 Contracts. Subject to the other provisions of these Bylaws and as permitted by law, the Board of Trustees may authorize any Officer, employee or agent to enter into any contract or sign or deliver any instrument in the name of and on behalf of the Institute. This authority may be general or confined to specific interests.

3.14 Voting. A majority vote of the quorum of the Board of Trustees at a meeting shall be sufficient to carry a motion unless otherwise stated herein.

3.15 Advisory Trustees. The Board of Trustee may appoint nonvoting Advisory Trustees to provide advice to the Board of Trustees. The term of an Advisory Trustee shall be at the discretion of the Board of Trustees.

3.16 Honorary Trustees. The Board of Trustees may appoint nonvoting Honorary Trustees. Selection of Honorary Trustees shall be limited to distinguished individuals, whom the Board of Trustees believes would help advance the goals of the Institute. An Honorary Trustee is not required to be a lawyer. The term of an Honorary Trustee shall be at the discretion of the Board of Trustees.

3.17 Board Committees. The Board of Trustees may from time to time designate and appoint standing or temporary committees by majority vote of the Board of Trustees. Such committees shall have and exercise such prescribed authority as is designated by the Board of Trustees. The Board of Trustees may authorize these committees to exercise any powers, responsibilities and duties consistent with the Articles of Incorporation and these Bylaws.

ARTICLE 4. OFFICERS

4.01 Officers. The Institute shall have the following Officers: President, President-Elect, Vice-President, Secretary/Treasurer and Immediate Past President. All Officers shall be regular members of the Institute as defined in Article 6.

4.02 Nominating Committee. The President shall appoint a Nominating Committee consisting of one or more Trustees for the purpose of recommending a slate of Officers. Thereafter, the Nominating Committee shall convene and nominate one person for each office and present such nominees for election at the Board of Trustees' meeting at the Spring Retreat. At this meeting, additional nominations from the Board of Trustees shall be solicited and allowed for consideration prior to the election of Officers. The election of Officers shall occur at this meeting.

4.03 Elections. With the exception of the President, whose office shall be filled by the President-Elect, Officers shall be elected by a majority vote of the Board at its annual spring meeting.

4.04 Removal. Any Officer may be removed from office at any meeting of the Board by a two-thirds vote of the entire Board of Trustees.

4.05 Vacancy. If a vacancy occurs during the term of office for any elected Officer, the Board of Trustees shall elect a new Officer to fill the remainder of the term as soon as practical by a majority vote of the Board of Trustees attending the meeting.

4.06. Term Limits. Subject to the limitations in Section 3.04, Officers may serve consecutive terms without limit.

ARTICLE 5. DUTIES AND AUTHORITY OF OFFICERS

5.01 Fiduciary Duty. Each Officer shall perform the duties prescribed by these Bylaws and any of those assigned by the President and agreed to by the Officer. Further, each Officer and Trustee shall have a fiduciary duty toward the Institute in dealing with others, an Officer or Trustee shall fully disclose that any proposed transaction or any term thereof is subject to approval by the Board of Trustees. This limitation of authority shall be confirmed by the Officer or Trustee in writing prior to entering into negotiations with another, regardless of whether a

donation to the Institute or a transaction involving the payment of money is involved.

5.02 President.

- a. The President shall exercise such supervisory powers as may be given by the Board of Trustees.
- b. The President will perform all duties incident to such office and such other duties as may be provided in these Bylaws or as may be prescribed from time to time by the Board of Trustees. The President shall preside at all Board of Trustees meetings and shall exercise parliamentary control in accordance with Roberts Rules of Order.
- c. The President shall serve as an ex-officio Trustee of all committees, unless otherwise provided by the Board of Trustees or these Bylaws.
- d. The President shall, with the advice of the Board of Trustees and in accordance with the requirements of these Bylaws, set the agenda for each meeting of the Board of Trustees.
- e. The President's term of office shall begin at the conclusion of the Board meeting at which an election takes place and shall end at the conclusion of the spring meeting of the Board, or when a successor is seated.

5.03 President-Elect.

- a. The President-Elect will perform duties incident to such office and such other duties as may be prescribed from time to time by the Board of Trustees.
- b. The President-Elect's term of office shall begin at the conclusion of the Board meeting at which an election takes place and shall end with succession to the office of President. The President-Elect shall succeed to the office of President at the conclusion of the Board meeting at which an election takes place and shall end at the conclusion of the next spring meeting of the Board, or when a successor is seated.

5.04 Vice-President.

- a. The Vice-President shall act in place of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Trustees.
- b. The Vice-President shall serve as the parliamentarian and interpret any ambiguities of the Bylaws.

- c. The Vice-President's term of office shall begin at the conclusion of the Board meeting at which an election takes place and shall end at the conclusion of the next spring meeting of the Board, or when a successor is seated.

5.05 Secretary/Treasurer.

- a. The Secretary/Treasurer shall cause to be kept adequate and proper accounts of the properties, funds, and records of the Institute and shall perform such other duties as prescribed by the Board or that may be required by law, by the Articles of Incorporation, or by these Bylaws.
- b. In the case of the absence or disability of the Secretary/Treasurer, or the Secretary/Treasurer's refusal or neglect to fulfill the duties of Secretary/Treasurer, the Vice-President shall perform the functions of the Secretary/Treasurer.
- c. The treasurer's term of office shall begin at the conclusion of the House meeting at which an election takes place and shall end at the conclusion of the next annual meeting of the house, or when a successor is seated. The treasurer is the sole office eligible for re-election.

5.06 Immediate Past President

- a. The Immediate Past President shall remain a voting member of the Board for a period of one year following the term as President.
- b. The Immediate Past President's term of office shall begin at the conclusion of the House meeting at which an election takes place and shall end at the conclusion of the next annual meeting of the house, or when a successor is seated.

ARTICLE 6. CHIEF EXECUTIVE OFFICER

A Chief Executive Officer may be appointed for a term and at a stipend to be fixed by the Board of Trustees. The Chief Executive Officer shall, under the direction of the Board of Trustees, perform such duties as may be assigned by the Board. The Chief Executive Officer shall keep or cause to be kept an accurate record of the minutes and transactions of the Board and shall serve as secretary to these bodies. The Chief Executive Officer shall supervise all other employees and agents of the Institute and have such other powers and duties as may be prescribed by the Board or these Bylaws. The Chief Executive Officer shall not be entitled to vote.

ARTICLE 7. MEMBERS

7.01 Eligibility. Membership is open to any individual who supports the goals of the Institute and pays dues as required.

7.02 Dues. All members shall pay dues. The Board of Trustees is not entitled to waive dues for any member. The Board shall have the power to determine the amount of membership

dues shall be payable on or before the effective date of membership and thereafter on the anniversary of that date. Subject to any policy the Board may establish for reinstatement, failure to pay dues within ninety (90) days of notice of delinquency shall result in automatic termination of membership.

7.03 Rights of Members. Membership in the Institute shall be nonvoting. A member is entitled to hold office, serve on committees, and other rights of membership as established by Board of Trustees resolutions from time to time and recorded in the minutes.

7.04 Enrollment of Members. The Board of Trustees shall adopt by resolution from time to time, the procedures for membership application, dues notices, notice of meetings and programs and other policies regarding membership.

7.05 Withdrawal of Membership. A member may voluntarily terminate membership effective upon submission of notice of withdrawal to the Institute but shall not be entitled to a refund of any dues paid.

7.06 Agreement. The Board shall serve as the sole judge of such member's right to be or to remain a member, subject to the due process as described in the Board's policies as it approves and publishes from time to time. All rights, title, and interest, both legal and equitable, of a member in and to the property of this organization shall cease in the event of any of the following: a) the expulsion of such member; b) the striking of the member's name from the roll of members; c) the member's death or resignation.

ARTICLE 8. MISCELLANEOUS

8.01 Fiscal Year. The fiscal year shall be a calendar year.

8.02 Confidential Information. Institute members, Trustees, Officers, employees and agents shall maintain in confidence and not use or disclose to others, except as permitted by law, these Bylaws or written consent of the Institute, confidential information of the Institute.

8.03 Inspection and Copying of Records. All records, books, and any annual reports of the financial activity of the Institute shall be kept at the registered office or principal office of the Institute in this State for at least three years after the closing of each fiscal year and shall be available to the public for inspection and copying during normal business hours. A request for inspection and copying shall be in writing and specify what books and records are sought to be inspected. Upon receipt of such notice, the President shall set a date and time for inspection, which shall be no sooner than thirty days after receipt of the notice. The Institute may charge for the reasonable expense of copying.

8.04 Conflict of Interest Policy. If a Trustee has a personal relationship with or a personal interest in:

- a. another person that stands to benefit financially from a proposed transaction, and/or
- b. serves on another Board of Trustees of an entity that stands to benefit financially

from a proposed transaction, then the Trustee shall fully disclose such relationship, interest or position, In accordance with procedures established by the Board from time to time. Thereupon, the Board, in accordance with procedures it establishes from time to time, shall determine whether the Trustee shall recuse him/herself from debate and/or voting, or whether the Trustee must reign from the Board.

8.05 Indemnification of Officers, Trustees, Committee Chairs, Employees or Agents. To the extent permitted or required by the state law and any other applicable law, if any Trustee or Officer or any committee Chairman or employee or agent is made a party to or is involved in (for example as a witness) any proceeding because such person is or was a Trustee or Officer of the Institute or is or was a committee Chairman or employee or agent, the Institute shall:

- a. indemnify such person from and against any judgments, penalties, fines (including, but not limited to, ERISA excise taxes), amounts paid in settlement and reasonable expenses (including but not limited to expenses of investigation and preparation, and fees and disbursements of counsel, accounts or other experts) incurred by such person in such proceeding; and
- b. advance to such person expenses incurred in such proceeding. The Institute may, in its discretion (but is not obligated in any way to), indemnify and advance expenses to an employee or agent of the Institute to the same extent as to a Trustee or Officer.

The foregoing provisions for indemnification and advancement of expenses are not exclusive and the Institute may at its discretion provide for indemnification or advancement of expenses in a resolution of its Trustees, in a contract or in its Articles of Incorporation.

Any repeal or modification of the foregoing provisions of this article for indemnification or advancement of expenses shall not affect adversely any right or protection stated in such provisions with respect to any act or omission occurring prior to the time of such repeal or modification. If any provision of this article or any part thereof shall be held to be prohibited by or invalid under applicable law, such provision or part thereof shall be deemed amended to accomplish the objectives of the provision or part thereof as originally written to the fullest extent permitted by law, and all other provisions or parts shall remain in full force and effect.

8.06 No Indemnification. Notwithstanding Section 8.05 to the contrary, no indemnification shall be allowed in cases where:

- a. the Indemnitee is found liable on the basis that personal benefit was improperly received by him/her;
- b. the Indemnitee was found liable to the Institute;
- c. such indemnification would cause the Institute. to lose its tax exempt status as an organization, or if the Institute is determined to be a private foundation for federal

income tax purposes, or would cause the imposition of the federal excise tax for self-dealing.

8.07 Standard. The indemnification provided in Section 8.05 is allowed only if it is determined that the Indemnitee:

- a. conducted himself/herself in good faith;
- b. reasonably believed:
 1. in the case of conduct in his/her official capacity as a Trustee, that the conduct was in the best interests of the and
 2. in all other cases, that the conduct was at least not opposed to the Institute's best interest; and
- c. in any criminal proceeding, that there was no reasonable cause to believe the conduct was unlawful.

8.08 Payment of Expenses in Advance. Reasonable expenses incurred by an Indemnitee who was, is or is threatened to be made a named defendant or respondent in an Action may be paid or reimbursed by Institute of Texas, Inc. in advance of the final disposition of the Action if:

- a. the Institute receives a written affirmation from the Indemnitee that the standard of conduct set further in Section 8.05 of this Article 8 has been met, together with an agreement by or on behalf of the Indemnitee, to repay the amount if it is ultimately determined that he/she has not met those requirements; and
- b. a determination is made that the facts as then known would not preclude such indemnification under Section 8.05 hereof.

8.09 Insurance. The Institute shall have the power to purchase and maintain insurance on behalf of any person who is or was, a Trustee, Officer, employee, or agent of the Institute against liability arising out of his/her status, regardless as to whether or not the Institute would have the power to indemnify that person under these Bylaws, so long as the purchase of insurance will not cause the Institute to lose its tax exempt status.

8.10 Severability. If a court of law determines anything in this Article to be invalid or unenforceable, the remainder shall be valid. It is the Institute's intent to provide indemnification to persons to the fullest extent allowed by law.

8.11 Liability of Officers and Trustees. The Officers and Trustees of the Institute shall not be personally liable for the debts or actions of the Institute.

8.12 Dissolution. In the event of dissolution, the Institute shall make provision for all liabilities and distribute its remaining net assets to such entity or entities and in a manner as permitted by an entity exempt from taxation under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, or any successor provision.

ARTICLE 9. EFFECTIVENESS AND AMENDMENT

9.01 Effective Date. These Bylaws, as amended, shall be effective as of May 18, 2011.

9.02 Amendment. These Bylaws may be amended or replaced by two-thirds majority vote of the Board of Trustees at a special, annual or regular meeting.

9.03 Notice of Amendment or Replacement. Notice of a proposed amendment or replacement must be given as follows:

- a. in writing, by notice as provided herein to each Trustee 30 days prior to the Board meeting at which a vote on the amendments will take place, a copy of the proposed amendment or replacement, together with a statement of when the matter will be voted upon; and, provided further
- b. that a vote may be taken at next scheduled meeting of the Board of Trustees.

9.04 Certification. Upon adoption of these Bylaws, any subsequent amendment, or replacement, the Secretary/Treasurer shall sign a copy of the document so adopted and keep it in the Institute's official minute book.

The undersigned certifies that copies of the foregoing Bylaws were made available to the Board of Trustees and that they were duly voted on and adopted at the meeting on May 18, 2011 in the City of Houston, Texas.



By: Steve Walker
Secretary/Treasurer