

AMENDED AND RESTATED BYLAWS
of
CHIPPEWA VALLEY INTER-NETWORKING CONSORTIUM, an Unincorporated Association

ARTICLE I
Organization

Chippewa Valley Inter-Networking Consortium, an Unincorporated Association, is an unincorporated nonprofit association organized under Chapter 184 of the Wisconsin Statutes, the Uniform Unincorporated Nonprofit Association Act (the "Act"), pursuant to an Agreement of Association dated as of the 10th day of November, 2011 (the "Association Agreement"). These Amended and Restated Bylaws are the Association Bylaws referenced in the Association Agreement, which were adopted at the Association's annual meeting on January 24, 2013 and are hereinafter referred to as the "Bylaws." Any capitalized terms used in these Bylaws without definition have the meaning given to them in the Association Agreement.

ARTICLE II
Membership

Section 1. Members. The membership of the Association shall be comprised of the Initial Members (signatories to the Association Agreement as of the Effective Date) and New Members (admitted to the Association through a Joining Agreement on terms acceptable to the Executive Committee)(individually, a "Member," and collectively, the "Members").

Section 2. Withdrawal of a Member. A Member may withdraw from the Association at any time by providing written notice of withdrawal to the then acting Secretary of the Association, including a withdrawal date that is not sooner than thirty (30) days after delivery of the withdrawal notice. The Member will cease to be a Member as of the withdrawal date stated in the withdrawal notice, upon which all rights and obligations of the Member shall cease, except with respect to any rights or obligations that expressly survive withdrawal under the terms of the Association Agreement, the withdrawing Member's Joining Agreement (if applicable), or these Bylaws, including without limitation any rights that pertain to an Involuntary Withdrawal.

Section 3. Removal of a Member. A Member may be removed from the Association by a vote of not less than three-fourths of the entire number of Executive Committee members, but only under the following procedure:

- a. At a duly called and noticed meeting of the Executive Committee (whether a regularly-scheduled or a special meeting), the Executive Committee, by a vote of not less than three-fourths of the entire number of Executive Committee members, after considering all factors that it deems relevant in its discretion (which shall include, without limitation, hearing from one or more representatives of the Member whose removal

is under consideration if that Member so elects), determines that the Member's continued membership jeopardizes the existence or functioning of the Association;

- b. The Member is given written notice of the Executive Committee's determination, together with corrective action(s) the Member must take in order to avoid removal from the Association and the time period by which such corrective action(s) must be completed (which may not be shorter than sixty (60) days unless the Executive Committee unanimously establishes a shorter cure period);
- c. The Member fails to complete the corrective actions within the cure period established by the Executive Committee;
- d. At a duly called and noticed meeting of the Executive Committee (whether a regularly-scheduled or a special meeting), the Executive Committee, by a vote of not less than three-fourths of the entire number of Executive Committee members, removes the Member from the Association.
- e. Failure of any Member to pay that Member's annual assessment or other sums owing the Association shall not, alone, constitute cause for the Member's removal from the Association.

Section 4. Transfer of Membership. A Member may not transfer a membership or any right arising from a membership.

Section 5. Privileges Of Membership.

- a. **Voting.** Each Member shall have one (1) vote upon each matter submitted to a vote of the Members and may vote either in person or by written proxy. The vote of any Member that is an organization shall be cast (whether in person or in writing) either by: (i) an officer or director of that Member; or (ii) a management level employee of that Member; or (iii) another employee of that Member appointed by the Member's governing body.
- b. **Other Privileges.** Other membership privileges include participation in various Projects, activities, programs, and publications of the Association as may be designated from time to time by the Executive Committee.

Section 6. Annual Member Meeting. The annual meeting of Members (the "Annual Member Meeting"), for the transaction of such business as may come before the meeting, shall be held in the month of January at such time and place as the Executive Committee may determine. At each Annual Member Meeting, a report on the activities and financial condition of the Association shall be presented, together with such other business as the Executive Committee shall determine.

Section 7. Special Member Meetings. Special meetings of the Members (each, a “Special Member Meeting”) may be called at any time and place for any purpose or purposes by: (a) the Executive Committee; or (b) the Secretary upon receipt of a written request for a Special Member Meeting that is (i) signed and dated by at least six (6) of the Members, and (ii) describes specifically one or more purposes for which the Special Member Meeting is to be held.

Section 8. Adjourned Meetings. If an Annual or Special Member Meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if the new date, time, or place is announced at the meeting before adjournment.

Section 9. Notice and Waiver Of Notice.

- a. **Notice.** Notice of the date, time, and place of any meeting of the Members shall be given by written notice delivered to each Member at least ten (10) days, but not more than sixty (60) days, prior thereto. Notice shall be given in one of the methods described in Article IV. The purpose of and the business to be transacted at any meeting of the Members shall be specified in the notice or waiver of notice of such meeting.
- b. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the Act, the Agreement of Association, or these Bylaws, a waiver thereof in writing, signed at any time by an authorized person on behalf of the Member entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a duly authorized representative of a Member at a meeting shall constitute a waiver of notice of such meeting by that Member, except where a transaction of any business because the meeting is not lawfully called or convened.

Section 10. Quorum and Manner of Acting. No fewer than one half (1/2) of then current total number of Members in the Association must be represented in person or by written proxy in order to constitute a quorum for the transaction of business at any meeting of Members. The vote of a majority of the Members entitled to vote at a meeting at which a quorum is present in person or by written proxy shall be the act of the Members, unless the act of a greater number is required by the Act, the Agreement of Association, or these Bylaws.

Section 11. Conduct Of Meetings. The Chair of the Executive Committee, or in his or her absence, the Vice Chair, or in his or her absence, any person chosen by the Members present, shall call the meeting of the Members to order and shall act as chair of the meeting, and the Secretary of the Association shall act as secretary of all meetings of the Members, but, in the absence of the Secretary, the presiding officer may appoint any other person to act as secretary of the meeting.

Section 12. Proxies. Members may vote by proxy at all meetings of the Members, provided the proxy is in writing, signed by the Member, and filed with the Secretary before the meeting. No proxy shall be valid after the meeting for which it was granted. The Secretary shall maintain a list of all proxies filed with the Association.

Section 13. Action By Written Ballot.

- a. With regard to any action that may be taken at an Annual or Special Member Meeting, a Member may vote on a written ballot provided by the Association to each Member entitled to vote on the action. Not less than thirty (30) days prior to the date set for such action, the Association shall mail a pre-printed ballot form, together with a pre-addressed return envelope, to each Member at the Member's address of record with the Association. The ballot form shall (i) set forth each proposed action and provide an opportunity to vote for or against each proposed action; (ii) identify the number of responses required in order for the action to be valid; (iii) identify the percentage of approvals necessary to approve each matter; and (iv) set forth the time by which a ballot must be received by the Association to be counted. The ballot form may not be revoked.
- b. In order for an action taken by written ballot to be valid, (i) the total number of votes cast must equal or exceed the quorum required to be present at a meeting of the Members approving the action, and (ii) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at which the total number of votes cast was the same as the number of ballots submitted.

Section 14. Presumption Of Assent. A Member who is present at a meeting of the Members shall be presumed to have assented to any action taken at the meeting unless the Member's dissent is recorded in the minutes of the meeting. The right to dissent shall not apply to a Member who voted in favor of such action.

ARTICLE III
Executive Committee

Section 1. General Powers. The affairs of the Association shall be managed by its Executive Committee.

Section 2. Number and Qualifications of Executive Committee Members.

- a. **Number.** The number of Executive Committee Members (each, an "EC Member" and collectively, the "EC Members") shall be twelve (12). No amendment of this section shall reduce the number of EC Members to less than the number required by the Act, if the Act should contain such a

requirement at any time. At the time of adoption of these Bylaws, the Act has no requirement regarding a Executive Committee.

b. Qualifications.

- (i) one (1) EC Member shall be appointed by each of the following Initial Members:
 - University of Wisconsin Eau Claire
 - Eau Claire County
 - City of Eau Claire
 - Eau Claire Area School District
 - Cooperative Educational Service Area (CESA)10
 - Chippewa Falls Area Unified School District
 - Chippewa County
 - Mayo Clinic Health System Eau Claire Hospital, Inc.
 - Sacred Heart Hospital of the Hospital Sisters of the Third Order of St. Francis
 - Chippewa Valley Technical College
- (ii) two (2) EC Members shall be elected by majority vote among those Members that do not appoint an EC Member under Subsection III.2(b)(i) above.

Section 3. Appointment/Election and Term. The inaugural EC Members shall be appointed or elected (as the case may be) at the Inaugural Meeting, and shall serve until the Annual Member Meeting to be held in January, 2014. Thereafter, EC Members shall be appointed or elected at every other Annual Member Meeting, beginning with the 2014 Annual Member Meeting, and shall serve for two year terms, unless they resign or are removed as provided below.

Section 4. Resignation. A EC Member may resign at any time by filing a written resignation with the Executive Committee or the Secretary. If that EC Member is appointed under Subsection III.2.(b)(i) above, the Initial Member who appointed such EC Member shall appoint a successor by written notice to the other EC Members. If that EC Member is elected under Subsection III.2.(b)(ii) above, a replacement EC Member shall be chosen by a majority of the Members who are eligible to elect EC Members under Subsection III.2(b)(ii) above who are present at a Special Member Meeting called for that purpose at which at least one third (1/3) of such eligible members are present.

Section 5. Removal. Any appointed EC Member may only be removed by the Initial Member who appointed that EC Member. An elected EC Member may be removed from office by a majority of the Members who are eligible to elect EC Members under Subsection III.2(b)(ii) above who are present at a Special Member Meeting called for the purpose at which at least one third (1/3) of such eligible Members are present. Written notice of the proposed removal of any EC Member must be delivered to all EC Members at least seven (7) days prior to the date

upon which such removal will be subject to a vote. If an Initial Member is removed under Section II.3. above, that Initial Member's right to appoint an EC Member terminates along with the rest of that Member's rights and obligations as a Member. In that case, the number of EC Members appointed under Subsection III.2.(b)(i) above shall decrease by one (1) and the number of EC Members elected under Subsection III.2.(b)(ii) above shall increase by one (1), so that the number of EC Members continues to be eleven (11).

Section 6. Annual and Regular Executive Committee Meetings. The annual meeting of the Executive Committee (the “Annual EC Meeting”) for the purpose of electing the officers of the Association, and for the transaction of such other business as may come before the meeting, shall be held at the same place, and immediately following the adjournment of, the Annual Member Meeting. The Executive Committee may provide by resolution for additional regular meetings of the Executive Committee (each, a “Regular EC Meeting”). The resolution approving the Regular EC Meetings must specify the time and place of each Regular EC Meeting. Upon the effectiveness of any such resolution, the Regular EC Meetings provided for therein shall be held at the time and place set forth in the resolution and the resolution shall constitute notice of the Regular EC Meeting.

Section 7. Special Executive Committee Meetings. Special meetings of the Executive Committee (each, a “Special EC Meeting”) may be called at any time by the Chair or by the Secretary or on application in writing that is signed by at least four (4) EC Members, that sets forth the purpose of the meeting, and that is filed with the Secretary. The Secretary shall mail a written notice of all Special EC Meetings at least seven (7) days prior to the date of the meeting, stating the time, place, and purpose of the meeting.

Section 8. Meetings By Telephone or Other Communication Technology.

- a. Any or all EC Members may participate in an Annual, Regular, or Special EC Meeting by, or conduct the meeting through the use of, telephone or any other means of communication by which either: (i) all participating EC Members may simultaneously hear or read each other's communications during the meeting or (ii) all communication during the meeting is immediately transmitted to each participating EC Member, and each participating EC Member is able to immediately send messages to all other participating EC Members.
- b. If a meeting will be conducted through the use of any means described in subsection (a), all participating EC Members shall be informed that a meeting is taking place at which official business may be transacted. An EC Member participating in a meeting by any means described in subsection (a) is deemed to be present in person at the meeting.

Section 9. Notice and Waiver of Notice.

- a. **Notice.** Notice of the date, time, and place of any Annual or Special EC Meeting shall be given by oral or written notice delivered personally to each EC Member at least twenty-four (24) hours prior thereto, or by written notice given by other than personal delivery at least forty-eight (48) hours prior thereto. Notice shall be given in one of the methods described in Article IV hereof.
- b. **Waiver of Notice.** Whenever any notice whatever is required to be given under the provisions of the Act, the Agreement of Association, or these Bylaws, a waiver thereof in writing, signed at any time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of an EC Member at a meeting shall constitute a waiver of notice of such meeting, except where an EC Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10. Quorum. A majority of the number of EC Members then in office shall constitute a quorum for the transaction of business at any meeting of the Executive Committee, but if less than such majority is present at a meeting, a majority of the EC Members present may adjourn the meeting without further notice.

Section 11. Manner of Acting. The act of a majority of the EC Members present at a meeting at which a quorum is present shall be the act of the Executive Committee, unless the act of a greater number is required by the Act, the Agreement of Association, or these Bylaws.

Section 12. Action by Written Consent of EC Members.

- a. **Written Consent.** The Executive Committee may act without a meeting if a consent in writing setting forth the action taken is signed by at least two-thirds of the EC Members then in office. If fewer than all of the EC Members sign the written consent action, then all of the EC Members must receive notice of the action taken and the action will not become effective until the later of (i) the date specified in the written consent or (ii) the tenth day after the notice is given. If all of the EC Members sign the written consent action, then the action will become effective when signed by all of the EC Members unless a different effective date is specified in the written consent action.
- b. **Use of Electronic Signature.** An EC Member may take action by a written consent using an electronic signature if the electronic transmission approving the action includes the signatory's full name in a form intended by the signatory: (i) to serve as his or her signature; and (ii) to

authenticate the consent. Each electronic signature should be affixed to an e-mail message or other electronic communication that: (x) contains or attaches the written consent action; (y) includes an affirmative statement (such as “Yes,” “I agree,” or “I consent”); and (z) contains a clear reference to the written consent action in the subject line.

Section 13. Presumption of Assent. An EC Member who is present at a meeting of the Executive Committee shall be presumed to have assented to any action taken at the meeting unless the EC Member’s dissent is recorded in the minutes of the meeting. The right to dissent shall not apply to an EC Member who voted in favor of such action.

Section 14. Compensation. EC Members shall not receive compensation for serving as EC Members. However, EC Members may receive reimbursement for reasonable expenses incurred in connection with Association matters, provided that such reimbursement is authorized by the Executive Committee.

Section 15. Conflict of Interest.

- a. Each EC Member shall disclose to the Executive Committee any conflict of interest or possible conflict of interest whenever the conflict pertains to a matter being considered by the Executive Committee.
- b. Any EC Member having a conflict of interest on any matter shall leave the room during the discussion and vote on the matter and shall abstain from voting on the matter but may be counted in determining the quorum for the vote on the matter. In addition, he or she shall not use his or her personal influence on the matter, but may briefly state his or her position on the matter and may answer pertinent questions from other EC Members since his or her knowledge may be of great assistance.
- c. The minutes of the meeting involving any such situation shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.
- d. If an EC Member is uncertain as to whether he or she has a conflict of interest which requires abstention, or if an EC Member asserts that another EC Member has such a conflict, the Executive Committee, by majority vote of those present other than the EC Member having the possible conflict, shall decide whether abstention is required. If abstention is required, the affected EC Member shall leave the meeting during the Executive Committee discussion of and vote on the matter, and shall abstain from voting on the matter.

- e. The Executive Committee may, in its discretion, adopt a more comprehensive conflict of interest policy to supplement, amend, or supersede this Section 15.

Section 16. Committees.

a. **Finance Committee.** There shall be a Finance Committee comprised of no fewer than four (4) of the EC Members. The Executive Committee shall appoint the Finance Committee at the Inaugural Meeting and thereafter at the Annual EC Meeting beginning with the Annual EC Meeting in January, 2013, and may fill any vacancies at a duly called and noticed Regular or Special EC Committee Meeting. The EC Member appointed by the Association's Fiscal Agent may not serve on the Finance Committee.

The Finance Committee shall have the following duties:

- (i) Prepare and administer the Association's annual budget, including establishment of the assessments of the Members (subject to the approval of the Members at the Annual Member Meeting);
- (ii) Nominate auditors, to be appointed by the Executive Committee, as well as determine the scope of the annual audit, meet with the auditors as frequently as necessary, review the annual audit results and report its findings and recommendations to the Executive Committee as soon after the annual audit is completed as is practicable;
- (iii) Establish and periodically review internal accounting procedures, as necessary;
- (iv) Enforce the collection of annual assessments against any Member who fails to pay such assessments within the time period(s) and in the manner required in the approved annual budget, including without limitation, authority to engage such legal and other resources as may be necessary to accomplish such enforcement; and
- (iv) Such other duties as may be delegated by the Executive Committee or required under the Act or the Agreement of Association.

b. **Other Committees.** Such other committees (standing or ad hoc) as the Executive Committee may deem appropriate in the best interests of the Association, so long as their powers are not inconsistent with the Act, the Agreement of Association, or these Bylaws.

Section 17. Appointment of Fiscal Agent. The Association may have a fiscal agent (the "Fiscal Agent") to act for the Association in contracting for design and construction services for

Projects, for procurement of supplies and materials, and for such other purposes as the Members shall deem appropriate. As of the effective date of these Bylaws, Cooperative Educational Service Agency 10 serves as the Association's Fiscal Agent. If the Members decide to appoint a different Fiscal Agent, the new Fiscal Agent shall be appointed by a majority of the Members present at the next Annual Member Meeting and shall serve until the following Annual Member Meeting. If the Fiscal Agent ceases to act prior to the next Annual Member Meeting, the Fiscal Agent shall be replaced in the same manner at a Special Member Meeting called for that purpose.

Section 18. Appointment of Agent to Receive Service. At the discretion of the Executive Committee, the Association may appoint an agent to receive service of process in the manner set forth in Section 184.10 of the Act.

ARTICLE IV Methods of Giving Notice

Notice of any Annual or Special Member Meeting, any Annual or Special EC Meeting, and any other notice required to be given under the Act, the Agreement of Association, or these Bylaws may be communicated in person, by telephone, facsimile, electronic mail, or other form of wire or wireless communication, or by mail or private carrier. Oral notice is effective when communicated. Written notice is effective at the earliest of the following:

- a. When received.
- b. When provided to EC Members, five (5) days after deposit in the U.S. mail, if mailed postpaid and correctly addressed.
- c. When provided to Members, when mailed, if correctly addressed.
- d. On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

ARTICLE V Officers

Section 1. Number. The principal officers of the Association shall be a Chair, a Vice Chair, a Secretary, and a Treasurer, each of whom shall be an EC Member. No EC Member shall hold more than one office.

Section 2. Election and Term of Office. The officers of the Association shall be elected by the Executive Committee at the Annual Meeting in even numbered years. An individual may serve for no more than two (2) consecutive two-year terms in an office.

Section 3. Removal. Any officer elected or appointed by the Executive Committee may be removed by the Executive Committee, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Executive Committee for the unexpired portion of the term.

Section 5. Chair of the Board. The Chair shall preside at all meetings of the Members and the Executive Committee. The Chair shall be the chief executive officer of the Association and, subject to the general control of the Executive Committee, shall, to the extent necessary or appropriate in the circumstances, supervise the day-to-day operations of the Association and otherwise implement such actions as have been duly authorized by the Executive Committee.

Section 6. Vice Chair of the Board. In the absence of the Chair, or in the event of the Chair's death, inability, or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall, in the absence of the Chair, preside at all meetings of the Members and of the Executive Committee.

Section 7. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the Members and the Executive Committee in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the records of the Association; (d) keep a record of the names and addresses of all Members; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Executive Committee.

Section 8. Treasurer. The Treasurer shall: (a) have the oversight responsibility for all funds of the Association, and for moneys due and payable to the Association from any source whatsoever, including the deposit of such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Executive Committee. The EC Member appointed by the Association's Fiscal Agent may not serve as Treasurer of the Association.

Section 9. Compensation. Officers shall not receive compensation for serving as officers or for providing other personal services to the Association. However, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Executive Committee.

ARTICLE VI Indemnification

Section 1. Mandatory Indemnification. The Association shall, to the fullest extent permitted or required by law, indemnify its EC Members and officers against any and all liabilities, and advance any and all reasonable expenses, incurred thereby in any proceeding to which any EC Member or officer is a party because such EC Member or Officer is an EC Member or officer of the Association. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which such EC Member or officer may be entitled under any written agreement, board resolution, vote of the members, the Act, or otherwise.

Section 2. Permissive Supplementary Benefits. The Association may, but shall not be required to, supplement the foregoing right to indemnification against liabilities and advancement of expenses under Section 1 of this Article by the purchase of insurance on behalf of any one or more of such EC Members and officers, whether or not the Association would be obligated to indemnify or advance expenses to such EC Member or officer.

Section 3. Sovereign Immunity. Nothing in these Bylaws is intended to, in any way, implicate, impair, diminish, or otherwise affect the sovereign immunity to which any Member is entitled under applicable law.

ARTICLE VII

Fiscal Year

The fiscal year of the Association shall be from July 1 to June 30.

ARTICLE VIII

Corporate Acts, Loans, and Deposits

Section 1. Corporate Acts. The Chair shall have authority to sign, execute, and acknowledge on behalf of the Association, all deeds, mortgages, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business or as otherwise authorized by resolution of the Executive Committee. Except as otherwise provided by the Act or directed by the Executive Committee, the Chair may authorize in writing any officer or agent of the Association to sign, execute, and acknowledge such documents and instruments in his or her place and stead. The Secretary is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Executive Committee of the Association. Notwithstanding any of the foregoing, however, no individual shall have the authority to sign, execute, or acknowledge any document in favor of himself or herself.

Section 2. Loans. No moneys shall be borrowed by or on behalf of the Association and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Executive Committee. Such authority may be general or confined to specific instances.

Section 3. Deposits. All funds of the Association, not otherwise employed, shall be deposited from time to time to the credit of the Association in such banks, investment firms, or other depositories as the Executive Committee may select.

**ARTICLE IX
Amendments**

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by vote of not fewer than 2/3 of the Members present in person or by proxy at the Annual Member Meeting or any Special Member Meeting duly noticed and called for that purpose.

**ARTICLE X
Definitions**

Section 1. Electronic Signatures. Any action required in these Bylaws to be “signed” or to have a “signature” by or of a Member, an EC Member, or a committee member shall include an action signed with an electronic signature that is an electronic sound, symbol, or process, attached to or logically associated with a writing and executed or adopted by a person with intent to authenticate the writing.

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Certified a true and correct copy of the Amended and Restated Bylaws adopted on the 28th day of May, 2015, by the Members of Chippewa Valley Inter-Networking Consortium, Unincorporated Association.

Secretary