

AMENDED AND RESTATED BYLAWS
OF
MILLARD NORTH HIGH SCHOOL BAND BOOSTERS, INC.,
a Nebraska nonprofit corporation

Article 1: Offices

The principal office of Millard North High School Band Boosters, Inc., a Nebraska nonprofit corporation (the “Corporation”), shall be located in the City of Omaha, County of Douglas. The Corporation may have such other offices, either within or without the State of Nebraska, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Nebraska a registered office, and a registered agent whose office is identical with such registered office, as required by the Nebraska Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Directors.

Article 2: Corporate Purpose

2.1 Nonprofit Purpose. The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, 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. Notwithstanding any other provision of these Bylaws, no Director or Officer of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation that is not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) and Section 509 of the Code, or the corresponding sections of any future federal tax code.

2.2 Specific Purpose. The Corporation shall provide support to the students and professional staff of the Millard North High School Band (the “Band”) and any auxiliary unit associated therewith. The Corporation shall provide volunteer services, fund raising, and organizational coordination to the Millard North High School Band.

2.3 Mission. The mission of the Corporation shall be to work together with the Band Director and related professional staff to promote and encourage the Band to reach its fullest potential, to support the music and performance program as defined by the Band Director, to promote the interest of the Band within the local community, to promote and encourage musical excellence, teamwork, and cooperation in an environment of mutual respect and dignity.

Article 3: Members

3.1 Membership. The Corporation shall have voting and nonvoting members as further set forth in Section 3.2.

3.2 Classification of Members. There shall be two classes of members:

(a) **Associate Members.** Associate Membership shall be granted to each parent or legal guardian of students currently enrolled in the Band. Associate Members shall be granted voting privileges, may be elected to the Board of Directors, serve as an Officer, and may serve on and chair any Support Committee.

(i) Associate Membership shall be granted after completion and receipt of a membership application and annual dues.

(ii) Associate Membership shall, without any action of the Board of Directors, revert to Friends of the Band membership (as further set forth in section 3.3) when such Associate Member's student(s) ceases to be enrolled in the Band.

(iii) For voting, quorum, and notice purposes, each Associate Membership household shall be considered a single voting member. For example, for voting, quorum, and notice purposes, if two (2) Associate Members are members of the same household, those two (2) members shall have, collectively, only one vote.

(b) **Friends of the Band.** Friends of the Band Membership shall be granted to all other individuals who desire to serve and support the purpose and mission of the Corporation. Friends of the Band Members shall not have any voting rights.

3.3 **Annual Dues.** The amount required for annual dues shall be \$100 each year for Associate Members, unless changed by the Board of Directors. Continued membership is contingent upon being up-to-date on membership dues. The Board of Directors, in its discretion, may, in writing, waive the payment of dues with respect to an Associate Member.

3.4 **Resignation and Termination.** Any member may resign by filing a written resignation with the Secretary. Resignation shall not relieve an Associate Member of unpaid dues, or other charges previously accrued. A member can have their membership terminated by a majority vote of the membership.

3.5 **Non-Liability of Members.** No member of the Corporation shall be personally liable for the debts, liabilities, or other obligation of the Corporation.

Article 4: Meetings of the Members

4.1 **Annual Meetings.** An annual meeting of the members shall take place in the month of May, the specific date, time and location of which will be designated by the Board of Directors. At the annual meeting the members shall elect Directors and Officers, receive reports on the activities of the association, and determine the direction of the association for the coming year.

4.2 **Special Meetings.** Special meetings may be called by a simple majority of the Board of Directors. A petition signed by five percent (5%) of the Associate Members may also call a special meeting.

4.3 **Notice of Meetings.** Printed notice of each meeting shall be given to each voting member, by mail, electronic transmission, or by any other method as allowed by law, not less than ten and not more than 60 days prior to such meeting.

4.4 **Quorum.** A quorum for a meeting of the members shall consist of at least ten percent (10%) of the Associate Members.

4.5 **Voting.** All issues to be voted on shall be decided by a simple majority of the Associate Members present at the meeting in which the vote takes place.

4.6 **Proxies.** Voting by proxy or absentee ballot shall not be allowed.

Article 5: Board of Directors

5.1 **General Powers.** A Board of Directors shall manage the business and affairs of the Corporation. The Board of Directors shall have full power to act on behalf of the Corporation as permitted by the statutes of the State of Nebraska, the Articles of Incorporation, and these Bylaws, as amended from time to time.

5.2 **Number.** The Board of Directors shall consist of not less than three (3) Directors.

5.3 **Composition of the Board of Directors.** The Board of Directors shall be composed of such persons as may be duly elected by the Associate Members. Only Associate Members may serve as directors. Directors shall be individuals who are willing to accept the duties and responsibilities of a Director, as specified in the document entitled “The Expectations and Commitments of Members of the Board of Directors of Millard North High School Band Boosters, Inc., a Nebraska nonprofit corporation,” attached hereto as Exhibit A, and incorporated by reference. The Band Director(s) shall serve as *ex officio* members of the Board of Directors during the term of his or her employment as such. *Ex officio* members of the Board of Directors shall have no voting rights and shall not be counted as Board members for purposes of determining a quorum or the number of Board members.

5.4 **Terms.** All board members shall serve two-year terms. Board members shall serve a maximum of two terms.

5.5 **Regular Meetings.** Regular annual meetings of the Board of Directors shall be held during the month of May at such date, time, and place as may be fixed by the Board of Directors. The Directors may provide, by resolution, the date, time, and place for the holding of additional regular meetings without any other notice than such resolution.

5.6 **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of any three (3) Directors. The person or persons calling a special meeting of the Board of Directors may fix the date, time, and place for such special meeting.

5.7 **Manner of Acting.** Each Director shall have one vote. Except as otherwise expressly provided herein or in the Articles of Incorporation or by applicable law, any action may be taken upon the affirmative vote of a majority of the Board of Directors present at a meeting at which a quorum is present. Unless otherwise provided herein or unless a Director

requests that the vote be taken by written ballot, voting shall be taken orally and/or by a show of hands. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors (in full or in counterparts) and shall be filed with the Secretary of the Corporation. Such consent shall have the same effect as a unanimous vote taken at a regular or special meeting.

5.8 Presumption of Assent. A Director of the Corporation 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 his or her dissent shall be entered in the minutes of the meeting or unless the Director shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

5.9 Quorum. A majority of the total number of Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Directors may participate in any meeting by means of conference telephone or video or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in such meeting in such manner shall constitute presence in person at such meeting.

5.10 Vacancies. A vacancy shall exist upon a Director's death, disability, resignation, removal, or disqualification as a Director. When a vacancy on the board exists mid-term, the Secretary must receive nominations for new members from present board members two weeks in advance of a board meeting. These nominations shall be sent out to board members with the regular board meeting announcement, to be voted upon at the next board meeting. These vacancies will be filled only to the end of the particular board member's term.

5.11 Resignation; Removal. Resignation from the board must be in writing and received by the Secretary. A Director may be removed by the Associate Members as provided by law. Removal as a Director shall constitute removal as an Officer

Article 6: Officers

6.1 Officers; Members of the Board. The officers of the Board of Directors shall be the President, Vice President, Secretary, and Treasurer. All officers must be active members of the Board of Directors.

6.2 Election. The Officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting. If the election of Officers shall not be held at the annual meeting, such election shall be held as soon thereafter as conveniently may be held.

6.3 President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present,

preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper Officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other Officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. In general, the President shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

6.4 **Vice President.** In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President and, when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board.

6.5 **Secretary.** The Secretary shall keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the corporate records, keep a register of the post office address of each Director which shall be furnished to the Secretary by such Director, and 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 President or by the Board of Directors.

6.6 **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors, and 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 President or by the Board of Directors.

6.7 **Delegation.** In case of the absence of any Officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

Article 7: Support Committees

7.1 **Composition of Support Committees.** The Board of Directors, by a majority vote of the Directors present at any duly constituted meeting of the Board of Directors, may establish certain Support Committees of individual(s) who wish to provide support to the Corporation. Each Support Committee shall be comprised of at least one individual who shall act as the chair of such committee. By way of example and not limitation, such Support Committees may include the following:

- (a) Parliamentary Committee
- (b) After Prom Committee
- (c) Apparel Committee
- (d) Big Band Dance Committee
- (e) Bus Chaperones Committee
- (f) Bus Cookies Committee
- (g) Color Guard Liaison Committee
- (h) Feed the Band Committee
- (i) Fundraising Committee
- (j) Pit/Truck Crew Committee
- (k) Marketing Promotion Committee
- (l) New Families Orientation Committee
- (m) Newsletter Committee
- (n) Premiere Night/Concert Refreshments Committee
- (o) Scholarships Committee
- (p) Spirit Committee
- (q) Uniforms and Records Committee
- (r) Website Committee

7.2 Term; Removal; Resignation. Members of the Support Committees shall serve at the pleasure of the Board of Directors. Any Support Committee member may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any member of the Support Committee may resign at any time by submitting his or her written resignation to the Secretary.

7.3 Compensation. Members of any Support Committee, as such, shall not receive any salaries for their services, but, by resolution of the Board of Directors, reimbursement of reasonable expenses incurred in the performance of services as a member of any Support Committee shall be allowed. Nothing contained herein shall be construed to preclude any present or past member of any Support Committee from serving the Corporation in any other capacity and receiving compensation therefor.

Article 8: Contracts, Checks, Deposits, Funds and Fundraising

8.1 **Contracts.** The Board of Directors may authorize, in addition to the Officers so authorized by these Bylaws, any Officer or Officers, agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

8.2 **Checks, Drafts, Etc.** All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President, or his or her designee, except in no case shall the President's designee be the Treasurer.

8.3 **Contributions.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation, provided that it is in accordance with the Internal Revenue Code requirements for a public charity.

8.4 **Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

8.5 **Loans.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Article 9: Books, Records, and Accounts

9.1 **Books and Records.** The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, committees having any of the authority of the Board of Directors, and any special committees. The Corporation shall keep at the registered or principal office a record giving the names and addresses of the Directors. All books and records of the Corporation may be inspected by any Director, or his agent or attorney, for any proper purpose at any reasonable time, provided that any party seeking to exercise such right of inspection shall notify the Board of Directors as a whole in writing no less than five (5) business days in advance of such exercise.

9.2 **Audit.** The books of account shall be reviewed annually as of the end of its fiscal year by independent certified public accountants retained by the Corporation at its expense. A copy of such audit report shall be furnished to all members of the Board of Directors no later than six (6) months after the close of the preceding fiscal year.

9.3 **Financial Reports.** The Treasurer shall prepare and present a financial report at every meeting of the Board of Directors. The Treasurer shall prepare and present an annual financial report at the annual meeting of the members of the Corporation.

Article 10: Indemnification

10.1 Indemnification of Directors, Officers, and Agents Against Damages for Actions Other Than Actions by or in Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a Director, Officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee or agent of the Corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.2 Indemnification of Officers, Directors, Employees, and Agents for Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.3 Indemnification Against Expenses and Attorneys' Fees. To the extent that a Director, Officer, employee, or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article X, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorneys' fees actually and reasonably incurred by him or her in connection therewith.

10.4 Determination of Right of Indemnification. Any indemnification under Sections 1 and 2 of this Article X, unless ordered by a court, shall be made by the Corporation

only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article X. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding or, if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors in accordance with a written opinion by independent legal counsel.

10.5 Indemnification Against Expenses and Attorneys' Fees Prior to Final Disposition of an Action. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided in Section 4 of this Article X upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount; *provided, however*, that such obligation to repay will not be enforced if it shall ultimately be determined that said Director, Officer, employee, or agent is not entitled to be indemnified by the Corporation as authorized in this Article X.

10.6 Indemnification Provided by This Article Not Exclusive. The indemnification provided by this Article X shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of disinterested Directors, or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding such office and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Article 11: Miscellaneous

11.1 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Nebraska Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.2 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December of each year.

11.3 Amendment. These Bylaws may be altered or amended by a majority vote of the Directors present at any duly convened regular or special meeting of the Board of Directors at which a quorum is present after one week's notice to all Directors of the proposed alteration(s) or amendment(s).

11.4 Discrimination. The Corporation will remain in compliance with the laws and regulations issued by the United States, the State of Nebraska or their agencies as related to prohibition against discrimination.

11.5 Conflict of Interest. The Directors and Officers of the Corporation shall comply with the conflict of interest requirements set forth in Nebraska Revised Statute § 21-1987 and in any Conflict of Interest Policy adopted by the Corporation.

11.6 **Corporate Seal.** The Corporation shall not have a corporate seal.

11.7 **Construction.** In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control.

11.8 **Dissolution.** The dissolution and wind down of the Corporation, and any related transfer of assets, shall be approved by the affirmative vote of at least two-thirds (2/3) of the members of the entire Board of Directors at any regular or special meeting of the Board of Directors called for that purpose in compliance with applicable law.

Article 12: Prohibition Against Sharing in Corporate Earnings

12.1 **Prohibition.** No Director, Officer or employee of or member of a committee of or person connected with the Corporation, or any other private individual shall receive any of the net earnings or pecuniary profit from the operations of the Corporation; provided, however, this provision shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purpose as shall be fixed by the Board of Directors, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation.

Article 13: Adoption

13.1 **Adoption.** The foregoing Bylaws were adopted by the Board of Directors of the Corporation as of _____, 2017.

By: _____

Title: _____

Exhibit A

Pledge of Members of the Board of Directors and Members of any Supporting Committee of Millard North High School Band Boosters, Inc., a Nebraska nonprofit corporation (the “Corporation”).

This pledge is intended to acknowledge the shared responsibilities, commitments, and conduct expected of all members of the Board of Directors of the Corporation and members of any Supporting Committee.

I accept my role as an ambassador for the Corporation, and I will strive to fulfill this role and to enhance the organization’s standing in the community wherever possible. I accept my role as director or member of a Supporting Committee means that I will be expected to uphold standards contained in the applicable Millard North Student and Parent Guide.

By signing this document, I am acknowledging the commitments I am making herein.

Signed: _____
Name:

Dated: _____

Signed: _____
President

Dated: _____