

**BYLAWS OF**  
**THE STOCKTON CHORALE**  
**A CALIFORNIA NON PROFIT PUBLIC BENEFIT CORPORATION**

(Restated and Amended \_\_May\_\_\_\_, 2012)

## TABLE OF CONTENTS

### BYLAWS ARTICLE 1 NAME

Section 1.01. Name .....	4
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### ARTICLE 2 OFFICES

Section 2.01. Principal Office .....	4
Section 2.02. Other Offices .....	4

### ARTICLE 3 PURPOSE; DEDICATION OF ASSETS

Section 3.01. Specific Purpose .....	4
Section 3.02. Dedication of Assets .....	4

### ARTICLE 4 CONSTRUCTION AND DEFINITIONS

Section 4.01. Construction and Definitions .....	5
--	---

### ARTICLE 5 MEMBERS

Section 5.01. Determination and Rights of Members .....	5
Section 5.02. Qualifications of Members .....	5
Section 5.03. Fees, Dues and Assessments .....	5

### ARTICLE 6 DIRECTORS; MANAGEMENT

Section 6.01. General Powers .....	5
Section 6.02. Specific Powers .....	5
Section 6.03. Number of Directors, Term, Tenure, Selection .....	7
Section 6.04. Vacancies .....	7
Section 6.05. Resignation .....	8
Section 6.06. Limitation of Powers .....	8
Section 6.07. Removal of Directors .....	8
Section 6.08. Compensation .....	8
Section 6.09. Contracts with Directors .....	8

### ARTICLE 7 DIRECTORS AND MEMBERSHIP MEETINGS

Section 7.01. Place of Meetings .....	9
Section 7.02. Regular Board Meetings .....	9
Section 7.03. Annual Meeting .....	9
Section 7.04. Special Meetings .....	9

Section 7.05. Waiver of Consent .....	10
Section 7.06. Meeting Rules and Procedures.....	10
Section 7.07. Quorum .....	10
Section 7.08. Board of Director Meetings by Telecommunications Equipment .....	11
Section 7.09. Adjournment .....	11
Section 7.10. Presiding Officer .....	11

**ARTICLE 8**

**ARTISTIC DIRECTOR/CONDUCTOR**

Section 8.01. Role and Responsibilities of the Artistic Director/Conductor .....	12
Section 8.02. Selection of the Artistic Director/Conductor .....	13
Section 8.03. Conditions of Employment .....	13
Section 8.04. Interim Conductor .....	13
Section 8.05. Substitute Conductor.....	13
Section 8.06. Resignation of the Artistic Director/Conductor .....	13
Section 8.07. Removal of the Artistic Director/Conductor.....	13

**ARTICLE 9**

**OFFICERS**

Section 9.01 Officers .....	13
Section 9.02. Election .....	14
Section 9.03. Subordinate Officers .....	14
Section 9.04. Removal and Resignation .....	14
Section 9.05. Vacancies .....	14
Section 9.06. President.....	14
Section 9.07. Vice President .....	14
Section 9.08. Secretary .....	14
Section 9.09. Treasurer .....	15
Section 9.10. Parliamentarian .....	16

**ARTICLE 10**

**LOANS TO DIRECTORS AND OFFICERS**

Section 10.01. Loans to Directors and Officers.....	16
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**ARTICLE 11**

**INDEMNIFICATIONS; INSURANCE**

Section 11.01. Indemnification .....	16
Section 11.02. Approval of Indemnity.....	16
Section 11.03 Advancement of Expenses .....	16
Section 11.04. Insurance .....	17

**ARTICLE 12**

**CORPORATE RECORDS AND REPORTS; INSPECTION**

Section 12.01. Records .....	17
Section 12.02. Financial Records.....	17
Section 12.03. Inspection of Books and Records .....	17
Section 12.04. Annual Financial Reports .....	17

**ARTICLE 13**  
**MISCELLANEOUS PROVISIONS**

Section 13.01. Checks, Drafts, etc. ....	18
Section 13.02. Execution of Contracts and Instruments .....	18
Section 13.03. Amendments to Bylaws .....	19

**BYLAWS OF**  
**THE STOCKTON CHORALE**  
**A CALIFORNIA NON PROFIT PUBLIC BENEFIT CORPORATION**

**ARTICLE 1**  
**NAME**

Section 1.01. **Name.** The name of this corporation is **The Stockton Chorale** (“the Chorale”).

**ARTICLE 2**  
**OFFICES**

Section 2.01. **Principal Office.** The principal office for the transaction of the activities and affairs of the Chorale is located at 7510 Shoreline Dr, Stockton, CA 95219, in San Joaquin County, California. The Board of Directors (the “Board”) may change the location of the principal office. Any such change of location must be noted below by the Secretary on these Bylaws; alternatively this Section may be amended to state the new location.

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Address

Dated

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Address

Dated

Section 2.02. **Other Offices.** The Board may at any time establish branch or subordinate offices at any place or places where the Chorale is qualified to conduct its activities.

**ARTICLE 3**  
**PURPOSE; DEDICATION OF ASSETS**

Section 3.01. **Specific Purpose.** The specific purpose of the Chorale is to (1) promote the vocal and choral arts through the highest quality performance of musical literature’s great works, thereby providing a means for cultural exchange, music education, and musical enrichment for the Chorale membership and for the community and society at large; (2) to reinvigorate interest in vocal arts throughout the Central Valley region and its multicultural population; and (3) to carry on other charitable and educational activities and events associated with these goals as allowed by law.

Section 3.02. **Dedication of Assets.** The Chorale’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the Chorale, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or Officer of the Chorale. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Chorale

shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code Section 501(c)(3), as determined by the Board of Directors.

#### **ARTICLE 4 CONSTRUCTION AND DEFINITIONS**

Section 4.01. **Construction and Definitions.** Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

#### **ARTICLE 5 MEMBERS**

Section 5.01. **Determination and Rights of Members.** The corporation shall have only one class of members. No member shall hold more than one membership in the corporation. Except as expressly provided in or authorized by the Articles of Incorporation or Bylaws of this corporation, all memberships shall have the same rights, privileges, restrictions and conditions.

Section 5.02. **Qualifications of Members.** Membership in the Chorale is open to all persons, without regard to race, gender, age, nationality or religion, who subscribe to the Specific Purpose of the Chorale, abide by the Bylaws, and who meet one of the two following qualifications for membership:

A. Successful audition with the Artistic Director/Conductor or his designee, including any re-audition of current singers at the discretion of the Artistic Director/Conductor; status as a current singer with the primary performing ensemble of the Stockton Chorale (the large Chorale) or the Master Chorale, and payment of membership dues, or

B. Selection by the Board of Directors to serve as a Community Director.

Section 5.03. **Fees, Dues and Assessments.** Singer members will pay fees in an amount set by the Board of Directors.

#### **ARTICLE 6 DIRECTORS; MANAGEMENT**

Section 6.01. **General Powers.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and other applicable laws, the Chorale’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

Section 6.02. **Specific Powers.** Without prejudice to the general powers set forth in Section 6.01 of these Bylaws, but subject to the same limitations, the Board shall have the power to do the following:

A. Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the Articles of Incorporation, and these Bylaws; fix their compensation; and require from them security for faithful service. Any such compensation may be increased or decreased at the pleasure of the Board.

B. Change the principal office in California from one location to another; cause the Chorale to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.

C. Borrow money and incur indebtedness on the Chorale's behalf and cause to be executed and delivered for the Chorale's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities. The Board must have approval of a majority of the membership to incur a debt in excess of \$10,000.

D. Enter into agreements and authorize officers, agents and employees to enter into agreements in furtherance of the duties and functions of the Board in carrying out the Chorale's purposes.

E. Determine costuming to be worn at Chorale concerts.

F. Designate spokespersons to represent the Chorale. Unless designated by the Board or the President, no person, except the Conductors and the President, may act as a spokesperson for the Chorale.

G. Carry out financial activities of the Chorale, including but not limited to authorizing fund raising activities, accepting and receiving donations in any form, authorizing the expenditure of funds, determining the fiscal year, and approving an annual budget.

H. Establish and create policies, procedures, manuals, and other documents, such as Standing Rules of Operation, Employee Job Descriptions, Singer Manuals, etc., as the Board from time to time determines are necessary.

I. Establish and abolish Committees of the Board or authorize the President to establish or abolish Committees of the Board.

J. Establish and support the Stockton Youth Chorale, open to young people without regard to race, gender, nationality or religion who successfully audition with the Youth Chorale Conductor and pay dues as set by the Board, and comply with any other requirements that may be established by the Board or delegated to the Youth Chorale Conductor from time to time.

K. Adopt a corporate seal, logo, or other insignia to represent the Chorale.

**Section 6.03. Number of Directors, Term, Tenure, Selection.** The Board of Directors will consist of no fewer than fifteen (15) and no more than twenty-one (21) Directors. Up to seven (7) Directors may be non-Singer community members elected by the Board (“Community Directors”). The composition of the Board should be consistent with the specific purpose of the Chorale as outlined in section 3.01. Each singer Director shall serve for a term of two (2) years. Community Directors are elected by the Board at the meeting electing Officers, and shall serve for a term of two (2) years. There is no limit to the number of terms a Director may serve.

A. The Board of Directors shall establish a Nominating Committee annually and appoint its members. The Vice President shall be chair of the committee, which will be composed of the Vice President and two singers.

B. At any time, any Director may nominate a person as a Community Director to the Board of Directors, with the nominees’ prior consent. Community Directors are elected by a majority vote of the Board of Directors.

C. Prior to the Annual Meeting, the Nominating Committee will nominate a sufficient number of singer candidates to fill vacancies on the Board of Directors, in order to maintain the minimum number of directors set forth in section 6.03. If approved by the Board of Directors, the nominations become the Board slate of candidates. At the Annual Meeting, the Nominating Committee will present the names of the Board slate of candidates to the membership on a written ballot. Additional names may be added to the written ballot by motion, second and majority vote at the Annual Meeting, and prior to the election being held. All persons recommended by the Nominating Committee or nominated by members at the Annual Meeting must have given their prior consent to be nominated in order to be included in the ballot.

D. The membership will elect Directors at the Annual Meeting, by majority vote, to fill terms that are expiring. New Directors terms begin upon election.

E. At the request of the Board and with his or her consent, the out-going President may serve as a non-voting advisor to the Board without being elected.

#### **Section 6.04. Vacancies**

A. A vacancy or vacancies on the Board shall be deemed to exist in the event of: (i) the death, removal, or resignation of any Director; (ii) a declaration by resolution of the Board of a vacancy in the office of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (iii) an increase in the authorized number of Directors; (iv) the failure of the membership to elect the number of Directors required to be elected at the Annual Meeting; or (v) the existence of available Community Director positions as set forth in section 6.03.

B. Vacancies on the Board will be filled for the remaining term of that position by a two-thirds vote of the remaining Directors.



Section 6.05. **Resignation.** Except as provided by *California Corporation Code* Section 5226, any Director may resign by giving written notice to the President or Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, a successor may be designated to take office as of the date when the resignation becomes effective.

Section 6.06. **Limitation of Powers.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and other applicable laws,

A. Decisions of the Board may be revoked upon a motion and second by members of the Chorale, and two-thirds vote of the membership present at any meeting of the Chorale members called pursuant to the provisions of Article 7. The motion of revocation must be provided in a meeting notice to the membership consistent with the procedures for calling special meetings in Section 7.04.

B. Upon a motion and second by members of the Chorale and two-thirds vote of the membership present at any meeting of the Chorale members called pursuant to the provisions of Article 7, the Board may be directed to take any action that the Board is otherwise authorized to take in these Bylaws. The motion directing the Board must be provided in a meeting notice to the membership consistent with the procedures for calling special meetings in Section 7.04.

Section 6.07. **Removal of Directors.** Any Director, Community Director, or Officer may be removed from the Board of Directors, with or without cause, by a two-thirds vote of the Board. Any vacancy caused by the removal of a Director shall be filled as provided in Section 6.04 of these Bylaws.

Section 6.08. **Compensation.** Directors and members of committees of the Board shall receive no compensation except such reimbursement of documented expenses, as the Board may establish by resolution to be just and reasonable.

Section 6.09. **Contracts with Directors.** No Director of the Chorale shall vote on or otherwise be interested, directly or indirectly, in any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Chorale's Directors are directors, unless: (i) the material facts regarding such Director's financial interest in such contract or transaction or regarding such common Directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board prior to the Board's consideration of such contract or transaction; (ii) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the votes of interested Directors; and (iii) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Chorale for its own benefit enters into the transaction, which is fair and reasonable to the Chorale at the time the transaction is entered into. This Section does not apply to a transaction that is part of an educational or charitable program of the Chorale if it: (i) is approved or authorized by the Chorale in good faith and without unjustified favoritism; and (ii) results in a benefit to one or more Directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of the Chorale.

**ARTICLE 7**  
**DIRECTORS AND MEMBERSHIP MEETINGS**

Section 7.01. **Place of Meetings.** Regular or special meetings of the Board or membership shall be held at a location designated for that purpose from time to time by motion of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Chorale.

Section 7.02. **Regular Board Meetings.** Regular meetings of the Board shall be held monthly on such date and at such time as may be fixed by the Board from time to time, unless cancelled for good cause with appropriate notice. Except when the subject under discussion is a matter concerning litigation or personnel, all meetings of the Board shall be open to the members of the Chorale.

Section 7.03. **Annual Meeting.** An Annual Meeting of the Chorale membership shall be held within thirty (30) days following the last major concert of each performance year, but no later than June 30 of each year. The purpose of the Annual Meeting is to elect Board Members and to consider such other items as may be placed on the agenda by the President or a majority vote of the Board no later than ten days prior to the Annual Meeting date. An Annual Report will be prepared and distributed at the Annual Meeting. Additional items may be added to the Annual Meeting agenda by a majority vote of those present at the meeting.

Section 7.04. **Special Meetings**

**A. Authority to Call Special Meeting**

1. Special meetings of the Board for any purpose or purposes may be called at any time by the President, or by written request of 1/3 of the Directors.
2. Special meetings of the membership for any purpose or purposes may be called at any time by the President and two other officers of the Board, a majority vote of the Board, or a petition signed by 25% of the membership.
3. Any membership petition to call a Special Meeting shall state the purpose and subject of the meeting and shall be presented to the Board at their next regular meeting.
4. The Board shall then set the time and place of the special meeting that is the subject of the petition, but not later than 45 days following presentation of the petition to the Board.

**B. Notice.** Notice of the time and place of special meetings shall be given to each Director for a Special Meeting of the Board and to each member for a Special Meeting of the membership by: (i) personal delivery of written notice; (ii) first class mail, postage pre-paid; (iii) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or to a person answering the Director/Member's telephone who would reasonably be expected to communicate that

notice promptly to the Director/Member; (iv) facsimile; (v) electronic mail; or (vi) other electronic means. All such notices shall be given or sent to the Director's or member's address, telephone number or e-mail as shown on the Chorale's records.

1. Mail Notices of a Special Meeting of the Board shall be sent by first class mail deposited in the United States mails at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic mail shall be delivered, telephoned, or sent, respectively, at least forty-eight (48) hours before the time set for the meeting.

2. Notices of a Special Meeting of the membership sent by first class mail shall be deposited in the United States mails at least fourteen (14) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic mail shall be delivered, telephoned, or sent, respectively, at least ten (10) days before the time set for the meeting.

3. The notice shall state the time of the meeting and the place, if the place is other than the Chorale's principal office. The notice must specify the purpose of the meeting.

Section 7.05. **Waiver of Consent.** Notice of a meeting, whether regular or special, need not be given to any Director or member who, whether before or after the meeting, signs a waiver of notice, or a written consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers and consents shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of any meeting need not be given to any Director/member who attends the meeting and who, before or at the beginning of the meeting, does not protest the lack of notice to him or her.

Section 7.06. **Meeting Rules and Procedures.** The procedures to be followed in the conduct of regular or special meetings of the Board or membership shall be based upon Robert's Rules of Order, the most recent edition. When there is a conflict between Robert's Rules of Order and the Bylaws, Articles of Incorporation, or applicable laws or regulations, the latter shall prevail.

#### Section 7.07. **Quorum**

A. **Regular or Special Meetings of the Board.** More than fifty percent (50%) of the Directors currently serving shall constitute a quorum for the transaction of any business, except adjournment, at a Board Meeting or Special Board Meeting. Every action taken or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present, is valid as an act of the Board, subject to the limitations of the California Nonprofit Public Benefit Corporation Law. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some Directors from that meeting, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

B. **Annual Meeting.** A Quorum for the Annual Meeting is twenty percent (20%) of the membership. If a quorum of the membership is not present at the Annual Meeting, decisions made by a majority vote of the membership present at the meeting shall be valid as an act of the membership thirty days after written notice of such action is sent by any of the approved Notice means outlined in section 7.04B, unless a petition requesting reconsideration of any such action is signed by 20% of the membership and presented to the President or Secretary of the Board prior to the end of the thirty days. Upon receipt of the petition, implementation of the action shall be suspended and the subject placed on the agenda of a special meeting scheduled by the Board to be held within 45 days of the officer receiving the petition.

C. **Special Meeting.** A Quorum for any Special Meeting of the membership is 50%, plus 1. Barring a quorum, no business can be conducted, except adjournment.

Section 7.08. **Board of Director Meetings by Telephone or Other Telecommunications Equipment.** Any Board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this section shall constitute presence in person at the meeting if all of the following apply:

A. Each Board member participating in the meeting can communicate concurrently with all other members.

B. Each member is provided the means of participating in all matters before the Board, including the capacity to propose or to interpose an objection to a specific action to be taken by the Chorale.

C. The Board has adopted and implemented a means of verifying (1) that a person participating in the meeting is a Director or other person entitled to participate in the meeting and (2) all actions of or votes by the Board are taken or cast only by the Directors and not by persons who are not Directors.

Section 7.09. **Adjournment.** A majority of the Directors present, or members of the Chorale in the case of a meeting of the membership, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than twenty four (24) hours. If the original meeting is adjourned for more than twenty four (24) hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Directors, or members of the Chorale in the case of a meeting of the membership, who were not present at the time of the adjournment.

Section 7.10. **Presiding Officer.** The President shall be the Presiding Officer at any Board or membership meeting and in the absence of the President, the Vice President shall be the Presiding Officer. If neither President nor Vice President is present, the Board shall designate a presiding officer by majority vote.

A. If the removal of the President from office is the subject of the meeting or, in the absence of the President, if the removal of the Vice President is the subject of the meeting, the Board of Directors shall designate, by majority vote, another officer to preside at the

meeting. If no other officer is present, or if the subject of the meeting is removal of all of the Officers of the Board, then the Board of Directors shall designate the Presiding Officer by majority vote, but in no event shall the Parliamentarian be the Presiding Officer.

## **ARTICLE 8 ARTISTIC DIRECTOR/CONDUCTORS**

Section 8.01. **Role and Responsibilities of the Artistic Director/Conductor.** The Artistic Director/Conductor shall be the Conductor of the Chorale, and along with the President and such other persons as may be designated by the Board, shall be a spokesperson for the Chorale. The Artistic Director is responsible for directing the musical activities of the Chorale, including the following:

A. Audition and select singers; assign singers to ensembles, special parts or groups; remove singers as necessary from membership in the Chorale or any singing assignment; select section rehearsal leaders, and other responsibilities relating to chorale singers. The Artistic Director may designate to other musical staff at his option.

B. Recommend to the Board, with approval of the appropriate Board Committee as designated by the Board, the engagement of long term musical staff; supervise paid and volunteer musical staff as designated by the Board.

C. Set rehearsal dates, times and locations; arrange appearances and musical activities with other organizations, subject to Board approval of costs.

D. Audition and select paid soloists and instrumentalists, subject to Board approval.

E. Determine the selection of music, style, staging, composition, arrangement and direction for concerts and other musical activities in which one or more members of the Chorale are appearing as official representatives of the Chorale, and approve all such musical activities, in consultation with the appropriate Board Committee, as designated by the Board.

F. Approve formation and monitor quality of any subsidiary musical groups which may be established under the Chorale, such as the Master Chorale, Youth Chorale, or other ad hoc or permanent groups.

G. Attend Board or Committee meetings as a non-voting member.

H. Recommend to the Board any purchases of equipment and supplies.

I. Recommend to the Board, or such committee as may be established by the Board for this purpose, modification of dues for any singer member of the Chorale.

J. Present to the Board for approval at the regular Board Meeting designated by the Board, the following information for the next fiscal year: Number and location of performances, music to be performed, any recommended changes for the Chorale and

ensembles, number and cost of soloists and instrumentalists recommended and an estimate of the performance expenses for each concert set.

Section 8.02. **Selection of the Artistic Director/Conductor.** The Board of Directors is authorized to conduct reasonable activities in order to locate and select qualified candidates for the position of Artistic Director/Conductor. Once a candidate is selected, the Board of Directors shall recommend the candidate to the Chorale membership for appointment. The candidate shall be elected by a majority vote, by written ballot, of the Chorale membership present at the Annual Meeting or a Special Meeting of the membership noticed for such purpose, consistent with the notice and quorum provisions of Section 7.04. If the candidate is not elected, the Board of Directors shall select another candidate and present him or her to the membership as stated in this section 8.02.

Section 8.03. **Conditions of Employment.** Conditions of employment, including salary, shall be determined by the Board, except that the term of employment shall be through the next Annual Meeting following appointment.

Section 8.04. **Interim Conductor.** In the event of resignation, suspension, or termination of the Artistic Director/Conductor, the Board may engage an Interim Conductor to serve until the selection of a permanent conductor.

Section 8.05. **Substitute Conductor.** If the Board approves, by majority vote, the temporary absence of the Artistic Director/Conductor for one concert set or more, the Board may engage a Substitute Conductor to serve until the return of the Artistic Director/Conductor.

Section 8.06. **Resignation of the Artistic Director/Conductor.** The Artistic Director/Conductor may resign at any time by submitting a letter of resignation to the Board and pursuant to provisions in any employment contract approved by the Board.

Section 8.07. **Removal of the Artistic Director/Conductor.** The Artistic Director/Conductor may be removed from his position and employment terminated, with or without cause, or suspended from his position, by a two-thirds vote of the Board. Prior to any removal, the Board will go into closed session to discuss reasons for the proposed action and alternatives to it.

## **ARTICLE 9 OFFICERS**

Section 9.01. **Officers.** The officers of the Chorale shall be President, Vice President, Secretary, Treasurer and Parliamentarian, who together will form the Executive Committee. The Chorale may also have, at the discretion of the Board, one (1) or more assistant secretaries, one (1) or more assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of this Article. Any number of offices may be held by the same person, except that the Secretary, the Treasurer, or the Parliamentarian may not serve concurrently as the President or Vice President.

Section 9.02. **Election.** The Officers of the Chorale listed in section 9.01 shall be elected by a majority vote of the Board each year, at the first Regular Meeting of the Board after the Annual Membership Meeting. Outgoing officers serve until new officers are elected.

Section 9.03. **Subordinate Officers.** The Board may appoint or authorize the President or another Officer to appoint any other officers that the Chorale may require, each of whom shall hold office for such period, and have such authority and perform such duties as are provided in the Bylaws or as the Board may from time to time determine.

#### Section 9.04. **Removal and Resignation**

A. **Removal.** Without prejudice to the rights of any Officer under an employment contract, the Board may remove any Officer elected by the Board, either with or without cause, by a two-thirds vote of the Directors then serving. Subordinate Officers may be removed by any Officer upon whom such power of removal may be conferred by the Board.

B. **Resignation.** Any officer may resign at any time by giving written notice to the Board or to the President or Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified in such notice. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.05. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or other cause shall be filled in by a majority vote of the Board to fill the remainder of the term.

Section 9.06. **President.** Subject to the control of the Board, the President shall be the chief executive officer of the Chorale and shall have general supervision, direction and control of the affairs, activities, officers and employees of the Chorale, as designated by the Board. The President shall preside at all meetings of the Board except in the case of a meeting at which removal of the President from office is the noticed subject, sign all documents as authorized by the Board or delegate such authority in writing to another officer of the Board, prepare or cause to be prepared a written Annual Report to be available at the Annual Meeting, appoint members to all committees established by the Board, and be a non-voting member of all committees, except the Nominating Committee. The President shall have such other powers and duties as may be prescribed by the Board or by the Bylaws.

Section 9.07. **Vice President.** In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall serve as chair of the Nominating Committee, may attend all committee meetings as a non-voting member and shall have such other powers and perform such other duties as from time to time may be prescribed for the Vice President by the Board or by the Bylaws.

Section 9.08. **Secretary.** The Secretary shall perform the duties described in this Section.

A. **Minutes.** The Secretary shall keep or cause to be kept, at the Chorale's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and membership at regular or special meetings. The minutes of meetings shall also include: (i) the time and place that the meeting was held; (ii) whether the meeting was annual, general, or special, and, if special, how authorized; (iii) the notice given; and (iv) the names of persons present at the meetings.

B. **Corporate Book.** The Secretary shall keep or cause to be kept, at the principal California office, a copy of the Articles of Incorporation and Bylaws, as amended to date. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may require.

C. **Notice.** The Secretary shall give, or cause to be given, notice of all meetings of the Board and committees that these Bylaws require to be given.

D. **Membership Records.** The Secretary shall maintain, or cause to be maintained, a record of the current members of the Chorale, the Board of Directors and the Officers of the Board.

Section 9.09. **Treasurer.** The Treasurer shall perform the duties described in this Section.

A. **Records.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Chorale's properties and transactions. The Treasurer shall send or cause to be sent to the Directors such financial statements and reports, including an Annual Financial Report within 135 days of the end of each fiscal year, as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

B. **Disbursements; Deposits; Accountings.** The Treasurer shall deposit monies and other valuables, or cause to be deposited, in the name and to the credit of the Chorale with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Chorale as may be ordered by the Board; shall render to the President and Directors, whenever they request it, an account of all transactions of the Treasurer and of the financial condition of the Chorale; and shall have such other powers and perform such other duties as may be prescribed by the Board or by the Bylaws.

C. **Legal Reporting Requirements.** The Treasurer shall comply, or cause to be complied with, all legal filing requirements of the state and federal governments, including but not limited to Federal and/or State Returns of Exempt Organization, Statement of Information for Domestic Non-Profit Corporation, Attorney General Registry of Charitable Trust, payroll documents, and any other documents as may be required from time to time.

D. **Bond.** If required by the Board, the Treasurer shall give the Chorale a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Chorale of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the chief financial officer on his or her death, resignation, retirement, or removal from office



Section 9.10. **Parliamentarian.** The Parliamentarian shall advise the presiding officer of any meeting of the Board or the membership regarding proper procedure to follow in the conduct of a meeting, advise the Board of any Chorale activities which he/she is aware of and believes to be in violation of the Articles of Incorporation or these Bylaws, and be a member of any committee considering changes to the Bylaws of the Chorale.

## **ARTICLE 10 LOANS TO DIRECTORS AND OFFICERS**

Section 10.01. **Loans to Directors and Officers.** The Chorale shall not lend any money or property to or guarantee the obligation of any Director or Officer without the approval of the California Attorney General; provided, however, that the Chorale may advance money to a Director or Officer of the Chorale for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or Officer would be entitled to reimbursement for such expenses by the Chorale.

## **ARTICLE 11 INDEMNIFICATIONS; INSURANCE**

Section 11.01. **Indemnification.** To the fullest extent permitted by law, the Chorale shall indemnify its Directors, officers, employees, and other persons described in *California Corporations Code* Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in *California Corporations Code* Section 5238(a), and including by or in the right of the Chorale, by reason of the fact that the person is or was a person described in said Section. “Expenses,” as used in this Section, shall have the same meaning as in Section 5238(a) of the *California Corporations Code*.

Section 11.02. **Approval of Indemnity.** On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the *California Corporations Code*, the Board shall promptly decide, pursuant to Section 5238(e) of the *California Corporations Code* whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) of the *California Corporations Code* has been met, and if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification, because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, then indemnification may be authorized by the court pursuant to Section 5238(e)(3) of the *California Corporations Code*.

Section 11.03. **Advancement of Expenses.** To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under this Section in defending any proceeding covered herein shall be advanced by the Chorale before final disposition of the proceeding, on receipt by the Chorale of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the Chorale for such expenses.

Section 11.04. **Insurance.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, Employees, and other agents, against any liability asserted against or incurred by any Officer, Director, Employee, or agent in such capacity or arising out of the Officer's, Director's, Employee's, or agent's status as such.

## **ARTICLE 12 CORPORATE RECORDS AND REPORTS; INSPECTION**

Section 12.01. **Records.** The Chorale shall maintain at its principal place of business in the State of California, as fixed by the Board from time to time, the following items in written form:

- A. **Corporate Documents.** The Chorale's Bylaws and Articles of Incorporation.
- B. **Minutes.** Written minutes of the meetings of the proceedings of the Board.
- C. **Other Documents.** Other documents that the Board from time to time may require, including but not limited to, policies and procedures, correspondence, etc.

Section 12.02. **Financial Records.** The Chorale shall maintain at its principal place of business in the State of California, as fixed by the Board from time to time, or at such other place as may be determined by the Board, adequate and correct accounts, books and records of its affairs and properties.

Section 12.03. **Inspection of Books and Records by Directors.** Every Director shall have the absolute right, at any reasonable time, to inspect, and make abstracts or copies of all books, records, and documents of every kind of the Chorale, and inspect the physical properties owned or controlled by the Chorale. The inspection may be made in person or by the Director's agent or attorney.

### **Section 12.04. Annual Financial Reports**

A. **Annual Financial Report.** The Board shall cause to be prepared and distributed to the Directors within one hundred thirty-five (135) days of the close of the fiscal year of the Chorale an annual report consisting of the items described in this subsection.

1. The assets and liabilities, including the trust funds, of the Chorale as of the end of the fiscal year;
2. The principal changes in assets and liabilities, including trust funds;
3. The Chorale's revenues or receipts, both unrestricted and restricted to particular purposes;
4. The Chorale's expenses or disbursements for both general and restricted purposes;

5. If the annual report is not prepared by an independent accountant, it shall contain the certificate of the Treasurer that the statements were prepared, without independent audit or review, from the books and records of the Chorale.

**B. Statement of Certain Transactions and Indemnifications.** As part of the annual report, or as a separate document, the Chorale shall furnish to each Director, within one hundred thirty-five (135) days after the end of the Chorale's fiscal year, a statement of any transaction or indemnification of the following kind:

1. Any Transaction: (i) in which the Chorale, or its parent or subsidiary, was a party; (ii) in which an "interested person" had a direct or indirect material financial interest; and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

(a). any Director or Officer of the Chorale, its parent, or subsidiary (but mere common Directorship shall not be considered such an interest); or

(b). any holder of more than ten percent (10%) of the voting power of the Chorale, its parent, or its subsidiary.

2. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Chorale, the nature of their interest in the transaction and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

3. Any Indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or Director of the Chorale under Section 10.01 of these Bylaws, unless that indemnification has already been approved by the members under *California Corporations Code* Section 5238(e)(2).

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

Section 13.01. **Checks, Drafts, etc.** All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Chorale, shall be signed or endorsed by at least two (2) officers or such other person or persons and in such manner as shall be determined from time to time by resolution of the Board.

Section 13.02. **Execution of Contracts and Instruments.** The Board, except as otherwise provided in the Bylaws, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Chorale. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Chorale by a contract or engagement, or to pledge its credit, or to render it liable for any purpose or to any amount.

Section 13.03. **Amendments to Bylaws.** These Bylaws may be amended, restated or repealed as follows:

A. The Board may propose amendments to these Bylaws by a two-thirds vote, or the membership of the Chorale may propose amendments in writing, signed by 25% of the membership.

B. Proposed amendments to the Bylaws shall be published and distributed to the membership at least fifteen (15) days prior to the Annual Meeting or a Special Meeting called for this purpose.

C. Affirmative vote of two-thirds of the membership present at the meeting, by written ballot, is required for enactment of any proposed amendment to these Bylaws.

**CERTIFICATE OF SECRETARY**

I, the undersigned, certify:

1. That I am the duly elected and acting Secretary of the **STOCKTON CHORALE**, a California nonprofit public benefit the Chorale;

2. That the foregoing Bylaws, consisting of 19 pages, are the bylaws of the Stockton Chorale as adopted on \_\_\_\_\_, and that these Bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at \_\_\_\_\_ California.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
Linda Levine, Secretary