

Kettle Moraine United, Inc.
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ARTICLE 1. NAME

The name of this corporation shall be Kettle Moraine United, Inc. (hereinafter "KM United").

ARTICLE 2. EXISTENCE

The existence of KM United shall be perpetual.

ARTICLE 3. PURPOSES

The purpose of KM United shall be as provided in its Articles of Incorporation. Although the statement of purpose in the Articles of Incorporation shall be definitive, the following is provided for reference:

KM United is organized exclusively for charitable, educational, scientific, or religious purposes within the meaning of Section 501(c)

(3) of the Internal Revenue Code of 1986, as amended from time to time. To the extent consistent with the above general purposes, the object and specific purposes of KM United are:

- (a) To instruct youth in the sport of soccer; to aid in the development of skills in the execution of the sport of soccer; to develop an understanding of the rules and techniques of soccer with an emphasis on sportsmanlike attitude toward teammates, opponents, officials and the game itself. These objectives shall be carried out via an organized program of education and instruction for coaches and players alike;
- (b) To provide youth soccer players with above-average ability and interest the opportunity to play soccer at a competitive level;
- (c) To instill a sense of community pride and participation in players; and
- (d) To work cooperatively with other community recreational soccer programs and with the Kettle Moraine School District soccer program.

Notwithstanding any other provisions of the Articles of Incorporation, KM United shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended from time to time, or by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code of 1986, as amended from time to time.

ARTICLE 4. OFFICE

KM United shall have and continuously maintain in the State of Wisconsin, a registered office and a registered agent.

ARTICLE 5. MEMBERS AND MEETINGS

5.1. Members

The membership of KM United shall consist of the following classes of members:

- (a) Athlete Members. An Athlete Member is any athlete duly registered to any KM United team. Athletes eighteen (18) years of age and older shall be entitled to one vote on each matter otherwise subject to membership vote. (If applicable, this one vote shall be in addition to a family vote otherwise held by the Athlete's family arising due to a sibling Athlete below the age of eighteen (18)). Athletes below the age of eighteen (18) shall be represented by their parent(s) or legal guardian(s) for voting purposes as set forth herein. For those Athletes below the age of eighteen (18), each such family of an Athlete Member or multiple Athlete Members, as the case may be, shall be entitled to only one vote on each matter otherwise subject to membership vote.
- (b) Coach Members. A Coach Member is any coach of a duly registered KM United team that is not a parent or legal guardian of an Athlete member. Each Coach Member shall be entitled to one vote on each matter otherwise subject to membership vote.
- (c) Supporting Members. Supporting Members shall be those individuals, firms or corporations interested in the objectives of KM United, whom the Board determines by a simple majority vote shall be entitled to membership. Supporting Members shall be entitled to one vote on each matter otherwise subject to membership vote.
- (d) Athlete Members, Coach Members and Supporting Members shall constitute the "Membership" of KM United.

5.2. Annual Meeting

The annual meeting of members to elect Directors, to receive the annual report of the President and any other reports, and to transact such other business as may properly come before the meeting, shall

be held each year on a date between January 1 and March 30, at such date, time and place as may be fixed by the Board of Directors or such other date, time and place as may be fixed by the Board of Directors. The record date for establishing members entitled to vote shall be the last day of the month proceeding the month in which the meeting is to be held.

5.3. Special Meeting

Special meetings of the members may be called by the President of KM United; by a majority vote of the Board of Directors; or by the President upon the written request of members having not less than five percent (5%) of the votes entitled to be cast at the meeting. At such meeting, only those matters stated in the notice of the meeting may be acted upon unless all members are present. The record date for establishing members entitled to vote shall be the thirtieth (30th) day preceding the delivery of the demand for special meeting.

5.4. Notice and Waiver

Written notice of each meeting of members, stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be distributed not less than ten (10) days prior to such meeting to each member of KM United at his or her address or e-mail address as the same appears on the lists of members of KM United. Any member may waive notice of any regular or special meeting of the members by a written waiver signed at any time by such member or his or her personal representative.

5.5. Certification and Voting List

As soon after the record date as is feasible, the Secretary shall prepare and certify a list of members of KM United, in accordance with the criteria for members specified in Section 5.1 of these Bylaws. Members so certified shall receive notice of, and shall have the sole privilege of voting on matters submitted to them at annual and special meetings of the membership of KM United. A complete and current list of members of KM United shall be regularly maintained and kept on file and available for inspection by any member beginning two (2)

business days after notice is given of the meeting for which the list is prepared and continuing through the annual or special meeting.

5.6. Quorum

Fifty (50) members or five percent (5%) of the membership, whichever is less, shall constitute a quorum for all meetings of members (regular or special) for the transacting of all or any business other than the amendment or repeal of the Bylaws or Articles of Incorporation, in which event a quorum shall consist of one hundred (100) members or ten percent (10%) of the membership, whichever is less. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

5.7. Voting

Notwithstanding any other language herein to the contrary, in order to facilitate the solid establishment of KM United, member voting privileges shall be temporarily suspended until the 2010 annual member meeting, following which member voting shall be conducted as otherwise set forth elsewhere herein. Commencing with the 2010 annual member meeting, each member entitled to vote shall be entitled to one (1) vote, in person, on all matters properly submitted to the membership. Except as is otherwise provided by law, by the Articles of Incorporation or by these Bylaws, all action shall be decided by a majority vote of the members present in person. No member's vote shall be cast by proxy.

5.8. Termination, Expulsion or Suspension of Members

No membership in KM United may be terminated or suspended, or member expelled, except pursuant to a procedure that is fair and reasonable and is carried out in good faith. The procedure by which a membership may be terminated or suspended or a member expelled shall be at the fair and reasonable discretion of the Board, and the Board may, at the Board's discretion, include the following:

- (a) Written notice. Any attempt to terminate or suspend a membership or expel a member shall be preceded by fourteen

- (14) days written notice to the member of the date when a hearing will be held by the Board of Directors to determine whether the membership shall be terminated or suspended, or the member expelled. Such notice shall set forth the reasons therefore. Said written notice must be given by first-class or certified mail sent to the last address of the member as shown on the organization's records.
- (b) **Hearing.** An opportunity shall be provided for the member to be heard, orally and/or in writing at the hearing of the Board of Directors.
 - (c) **Action by Board of Directors.** Upon the conclusion of the hearing the member may be expelled or his or her membership terminated or suspended upon a two-thirds (2/3) majority vote of a quorum of the Board, all of whom were present during the hearing.
 - (d) **Liability.** A member who has been expelled or whose membership has been terminated or suspended may be liable to the organization for dues, assessments or fees because of obligations incurred or commitments made prior to termination, expulsion or suspension.
 - (e) **Challenges.** Any challenge to a termination, expulsion or suspension, including when defective notice is alleged, must be commenced within thirty (30) days after the effective date of the termination, expulsion or suspension.
 - (f) **Reinstatement.** A member who has been expelled or whose membership has been terminated or suspended may apply for reinstatement any time after one (1) year from the date of expulsion, termination or suspension. Such application for reinstatement shall be in writing, made to the Board of Directors. Upon review of both the circumstances surrounding the expulsion, termination or suspension and the applicant's current circumstances, the Board of Directors may, by a majority vote, reinstate such member or membership.

ARTICLE 6. CODE OF CONDUCT

6.1. Conduct of Members

All members of KM United (as defined in Section 5.1), shall adhere to the following Code of Conduct:

- (a) Members shall at all times conduct themselves with professionalism and in the spirit of good sportsmanship;
- (b) Honesty and integrity shall at all times be of the highest importance;
- (c) Members shall not conduct themselves in a way which discredits or reflects adversely on KM United;
- (d) Members shall positively promote KM United through the exclusive and consistent use of the KM United team name and uniform colors; and,
- (e) Members shall abide by the decisions of the Board of Directors in promoting and enforcing this Code of Conduct.

6.2 Conduct of Coaches

Coaches and their staff shall adhere to the general requirements of the Code of Conduct set forth above, and in addition shall:

- (a) Treat every player and parent with respect;
- (b) Abide by all rules and policies promulgated by the United States Youth Soccer Association, the Wisconsin Youth Soccer Association, District 8 of the Wisconsin Youth Soccer Association and KM United;
- (c) Be in good standing with the Wisconsin Youth Soccer Association, District 8 of the Wisconsin Youth Soccer Association and with KM United; and,
- (d) Except as provided in Section 6.3 below, all coaches and coaching staff must be approved by a majority vote of the Board of Directors prior to undertaking any coaching activities.

6.3 Coaches with Sanctions

Coaches and any member of their staff with a past history of suspension prior to being associated with KM United, or who acquire a suspension during their coaching tenure with KM United from any national, state or district governing body (including but not limited to, the Wisconsin Youth Soccer Association, District 8 of the Wisconsin Youth Soccer Association or any other governing body affiliated with the United States Youth Soccer Association or American Youth Soccer Organization), shall require the one-time approval by a 2/3rds majority vote of the then-current Directors seated on the Board of Directors, in order to secure a coaching or coaching staff position, or to maintain a current coaching or coaching staff position following a new suspension. Upon once securing such 2/3rds majority vote approval as set forth herein, the coach or coaching staff member shall be considered in good standing with KM United regardless of the existence of past sanction history, and future Board approvals for such coach or coaching staff member shall only require a majority vote, unless the coach or coaching staff member receives any type of additional sanction from the governing bodies referenced in this section 6.3.

6.4. Enforcement

The Board of Directors shall be responsible for promoting and enforcing the Code of Conduct.

6.5. Course of Action

Should the Board of Directors determine that disciplinary action of a member is required as related to the Code of Conduct, the Board in its sole discretion may:

- (a) Send a letter of warning to the member;
- (b) Suspend or terminate the membership or expel the member pursuant to Section 5.8;
- (c) Take any other reasonable action deemed by the Board as warranted by the specific facts of the violation.

ARTICLE 7. OFFICERS

7.1. Enumerated

The Officers of KM United shall be a President, one or more Vice-Presidents, a Secretary, and a Treasurer. Officers need not be members of the Board of Directors, but must be a member of KM United. These Officers shall perform the duties prescribed by these Bylaws on a voluntary basis.

7.2. Election and Terms

The Officers of KM United shall be elected annually by ballot by the Directors at the regular annual meeting. All Officers shall be elected for a term of one (1) year and until their successors shall be elected.

7.3. Resignation and Removal

Any Officer may resign at any time by giving written notice to the Board of Directors. The resignation need not be accepted in order to be effective. Any Officer may be removed by two-thirds (2/3) vote of the Board of Directors.

7.4. Vacancies

Any vacancy in any office shall be filled for the unexpired portion of the term of such office by appointment by the President subject to confirmation of the Board of Directors.

7.5. Qualifications

Any Supporting Member, Coach Member, Athlete Member of age pursuant to Section 6.1(a), or parent representative of an Athlete Member who supports the enumerated goals and policy objectives of KM United and has not previously resigned or been removed pursuant to Section 7.3 above, shall be eligible for election or reelection as an officer. No two (2) officers shall be from any team and no two officers shall be from the same immediate family.

7.6. Duties

- (a) **President.** The President shall be the principal executive Officer of KM United and shall in general oversee all the business and affairs of KM United. The President shall preside at all meetings of the Board of Directors. The President shall have the power to execute contracts in the ordinary course of business of KM United or to delegate such power, subject to the approval of the Board of Directors as set forth in Section 8.1. Committee chairs shall be nominated by the President, and deemed appointed upon a majority vote of approval by the Board of Directors. The President shall appoint members to the respective committees, with deference to each Director's choice. At the annual meeting of the Board of Directors, the President shall report the activities of KM United during the preceding year and make a statement of plans for the ensuing year. The President shall have such other powers and shall perform such other duties as may be assigned by the Board of Directors. The President shall be an ex-officio member of all committees of the Board of Directors.
- (b) **Vice-President.** The Vice-President shall act for and exercise all the powers of the President in the absence of the President or in the event of his/her inability to act. The Vice-President shall have such other powers and shall perform such other duties as may be assigned by the President or the Board of Directors.
- (c) **Treasurer.** The Treasurer shall have custody of and be responsible for all funds and securities of KM United subject to the approval of the Board of Directors, shall have or delegate authority to receive and give receipts for monies due and payable to KM United from any source, and deposit and/or cause to be deposited or invested all such money in the name of KM United, in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of ARTICLE 13 of these Bylaws; shall keep and/or cause to be kept regular accounts and books which shall be open for inspection to any Director upon reasonable notice; shall cause to be performed an independent audit at such time as the Board of Directors shall determine; shall report at

the annual meeting and at such regular meetings as requested by the President, as to the financial condition of KM United; shall give bond for the faithful discharge of his/her duties if required by the Board of Directors; shall in general perform all the duties incident to the office of Treasurer and such other duties as may be assigned by the President or the Board of Directors.

- (d) Secretary. The Secretary shall keep or cause to be kept the minutes of all meetings of the Board of Directors; shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; shall be custodian of the corporate records and of the seal of KM United, if any; shall file or cause to be filed with the Secretary of State for Wisconsin the annual report and other documents as required by law; shall file or cause to be filed all necessary documents which the Federal Government requires for a non-profit organization; shall in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or by the Board of Directors.

ARTICLE 8. BOARD OF DIRECTORS

8.1. Jurisdiction.

The entire affairs of KM United shall be exercised, conducted, and controlled by the Board of Directors. The Board of Directors shall have the power to oversee the affairs of KM United and otherwise have and exercise all powers necessary and convenient to affect the purpose of KM United not inconsistent with these Bylaws and federal and state guidelines and regulations. Such general powers shall include, but shall not be limited to, the following:

- (a) To formulate and recommend Bylaw amendments to the membership;
- (b) To delegate, in the case of the absence or disability of any officer or director, the powers or duties of such office to any other officer or director until the absence or disability has

ceased, including the permanent appointment of replacement officer(s) or director(s) until such time as otherwise set forth herein;

- (c) To receive and act upon the budget;
- (d) To set dues and fees;
- (e) To solicit bids and approve all contracts and agreements which advance the purposes of KM United, including but not limited to: contracts for goods and services; contracts for sales and acquisitions; and insurance, use, sponsorship, licensing and employment agreements;
- (f) To select the officers of KM United according to the procedures set forth herein;
- (g) To develop overall policies for the operation of KM United; and
- (h) To provide support services for the facilitation of the coaching and playing of soccer at both recreational and competitive levels.

8.2. Size

Subject to Section 8.3(c), no less than seven (7) or more than eleven (11) Directors shall constitute the Board of Directors.

8.3. Qualifications; Election and Tenure; Removal and Resignation

- (a) Qualifications. Any Supporting Member, Coach Member, Athlete Member of age pursuant to Section 6.1(a), or parent representative of an Athlete Member who supports the enumerated goals and policy objectives of KM United and has not previously resigned or been removed pursuant to Section 9.9 below, shall be eligible for election or reelection to the Board. No more than two (2) Directors shall be members of the same team and no two directors shall be from the same immediate family.
- (b) Election. Directors shall be elected at the annual membership meeting. Prior to the annual meeting, the President will appoint a nominating committee, which will chose a slate of candidates following the criteria set forth herein. The members will then vote to approve the slate of candidates.

Should the slate of candidates fail, a vote for each individual candidate on the slate will be conducted. Nominations for other candidates will be accepted from the floor prior to any final vote.

- (c) Initial Directors; Terms. The initial Board of Directors shall be limited to no more than nine (9) Directors until the 2011 annual meeting. The following persons shall constitute the initial Board of Directors:

Seat Number	Director
1.	Patty Hooper
2.	Jeff Bauer
3.	Sean Faris
4.	Sandi DeLisle
5.	Jason Albert
6.	Kim Matthiesen
7.	Al Seneczko
8.	(open)
9.	Ken Ward

The initial term of the even-numbered seats shall expire at the annual meeting in 2010, with the initial term of the odd-numbered seats expiring at the annual meeting in 2011. Seat vacancies that arise other than via natural expiration prior to the annual meeting in 2010 (for even-numbered seats) or 2011 (for odd-numbered seats), shall be filled by appointment (and not by member vote), with such vacancy(s) of any one of seat numbers 1, 2, 7 or 8, appointed by the remaining three seats in that series, the vacancy(s) of any one of seat numbers 3, 4, 5 or 6, appointed by the remaining three seats in that series, and the vacancy of seat number 9 appointed by the majority vote of the eight remaining seats. The term of such appointee(s) shall be the remaining initial term assigned to that seat.

Seats elected by membership in 2010, 2011 and all future years, shall be for two-year terms, with the even-numbered seats filled in the even-numbered years and the odd-numbered seats filled in the odd-numbered years, in an effort to establish staggered two-year terms. Any Director taking a vacant seat via Board appointment or member vote outside of the annual meeting, shall serve the remainder of the unexpired term of the vacating Director.

8.4. Vacancies

Any vacancy on the Board of Directors after the 2011 annual meeting, shall be filled by appointment by a majority vote of the sitting Board at a regular or special meeting of the Board of Directors. Nominations may be submitted by the Board of Directors or by the voting members. A person appointed to fill a vacancy shall serve for the remainder of the unexpired term of his/her predecessor.

ARTICLE 9. MEETINGS OF BOARD OF DIRECTORS

9.1. Annual Meeting

An annual meeting of the Board of Directors shall be held on the same date as the annual meeting of members, at such time and place designated by the Board, at a location within the Kettle Moraine School District or at such other time and place as may be designated by the Board of Directors. The purpose of this meeting shall include the election of the Directors and the transaction of other business.

9.2. Regular Meetings

The Board of Directors may set by majority vote the time and place for the holding of additional regular meetings of the Board of Directors without other notice.

9.3. Special Meetings

A special meeting of the Board of Directors may be called by or at the request of the President or any three (3) Directors, or by the Secretary upon the written request of members having not less than five percent (5%) of the votes entitled to be cast at the meeting.

9.4. Notice and Waiver

Except as otherwise prescribed by law, written notice of the time and place of any special meeting of the Board of Directors shall be given at least five (5) days prior to such meeting. Any Director may waive notice of any meeting. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called

or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation or by these Bylaws.

9.5. Action Without a Meeting

Any action required by law to be taken, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be approved by a quorum of the Directors entitled to vote. Consent of the Directors may be obtained electronically via email or other such similar means. Such consent shall have the same force and effect as a vote taken at a meeting and may state as such in the Articles of Incorporation or other document filed with the Wisconsin Department of Financial Institutions.

9.6. Quorum

A simple majority of the Directors in office shall constitute a quorum for the transaction of business and any meeting of the Board of Directors.

9.7. Vote and Manner of Action

Each member of the Board of Directors shall be entitled to one (1) vote on each matter submitted to a vote. Voting by proxy shall not be allowed. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law, the Articles of Incorporation or by these Bylaws.

9.8. Meetings by Telephone, Teleconference, or Other Means

Members of the Board of Directors or any committee may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time or all communication during the meeting is immediately

transmitted to each participating person, and each participating person is able to immediately send messages to all other participating persons. Such participation shall constitute presence in person at the meeting.

9.9. Attendance At Meetings; Procedural Rules

- (a) Directors shall regularly attend all meetings of the Board. Noncompliance with this provision may be a basis for removal from the Board or non-reappointment. Failure to attend three (3) consecutive meetings of the Board without being excused shall constitute a resignation from the Board. Removal or resignation due to noncompliance with the section shall bar a member from future election to the Board for a period of two (2) years from the date of removal or resignation.
- (b) The Board may adopt rules governing its procedures that are not inconsistent with these Bylaws. Such rules may be amended or modified by the Board at any meeting without prior notice.

ARTICLE 10. COMMITTEES

10.1. Committees

Committees may be established at any time as deemed necessary by the President or by a majority vote of the Board of Directors in order to carry out the objectives and purposes of KM United. The chairperson and members of such committees shall be nominated/appointed as set forth in Section 7.5(a). Such committees shall exist for the period required to accomplish their respective objectives.

10.2. Resignation and Removal

Any committee member or the chairperson of any committee may resign at any time by giving notice to the President or the Board of Directors. Such resignation need not be accepted to be effective. Any such committee member and any such chairperson of any committee may be removed by the Board of Directors whenever it is in the best interests of KM United.

10.3. Limitation of Authority

No committee created under this ARTICLE 10, member thereof or chairperson thereof shall have or exercise the authority, or any part thereof, of the Board of Directors in the management of KM United.

ARTICLE 11.

INDEMNIFICATION OF OFFICERS, DIRECTORS AND AGENTS

11.1. Definitions Applicable to Indemnification and Insurance Provisions

- (a) "Director", "Officer" and "agent" mean any of the following:
 - (i) An individual who is or was a Director, Officer or agent of KM United.
 - (ii) An individual who, while a Director, Officer or agent of KM United, is or was serving at KM United's request as a Director, Officer, member of any governing or decision-making committee or agent.
 - (iii) Unless the context requires otherwise, the estate or personal representative of a Director, Officer or agent.
- (b) "Expenses" include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.
- (c) "Liability" includes the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including reasonable expenses.
- (d) "Party" means an individual who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.
- (e) "Proceeding" means any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves federal, state or local law and which is brought by or in the right of KM United or by any other person.

11.2. Mandatory Indemnification for Directors and Officers

- (a) KM United shall indemnify a Director or Officer to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the Director or Officer was a party because he or she is a Director or Officer of KM United.
- (b) In cases not included under subparagraph (a) above, KM United shall indemnify a Director or Officer against liability incurred by the Director or Officer in a proceeding to which the Director or Officer was a party because he or she is a Director or Officer of KM United, unless liability was incurred because the person breached or failed to perform a duty he or she owes to KM United and the breach or failure to perform constitutes any of the following:
 - (i) A willful failure to deal fairly with KM United in connection with a matter in which the Director or Officer has a material conflict of interest.
 - (ii) A violation of criminal law, unless the Director or Officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful.
 - (iii) A transaction from which the Director or Officer derived an improper personal profit.
 - (iv) Willful misconduct.
 - (v) Determination of whether indemnification is required under this subparagraph shall be made pursuant to the procedures provided for in Section 11.3 of these Bylaws.
 - (v) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification is not required under these Bylaws.
- (c) A Director or Officer who seeks indemnification under these Bylaws shall make a written request to KM United.

11.3. Determination of Right to Indemnification

Except for court ordered indemnification of Directors and Officers provided for in Section 181.0879 and 181.0855 of the Wisconsin

Statutes, the right of a Director, Officer, employee or agent to indemnification under these Bylaws shall be determined by one of the three (3) methods set forth below. The determination of which method will be used shall be by a majority vote of the disinterested Directors.

- (a) By a majority vote of a quorum of the Board of Directors consisting of Directors not at the time parties to the same or related proceedings. If a quorum of disinterested Directors cannot be obtained, then by majority vote of a committee duly appointed by the Board of Directors consisting solely of two (2) or more Directors not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.
- (b) By independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed under subparagraph 11.3(a) above, or if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including Directors who are parties to the same or related proceedings.
- (c) By a panel of three arbitrators consisting of one arbitrator selected by those Directors entitled under subparagraph 11.3(b) above to select independent legal counsel, one arbitrator selected by the person or persons seeking indemnification and one arbitrator selected by the two (2) arbitrators previously selected.

11.4. Miscellaneous

- (a) Additional Rights to Indemnification and Allowance of Expenses. The Board of Directors, by resolution, may authorize rights to indemnification and payment of expenses for Directors and Officers, which are in addition to those provided for in Section 11.2, if such authorization is determined by independent legal counsel to be permissible under Section 181.0855 of the Wisconsin Statutes.

- (b) Court Ordered Indemnification. It is acknowledged that a Director and Officer of KM United has the right under Sections 181.0879 and 181.0855 of the Wisconsin Statutes to apply to a court of competent jurisdiction for a judicial determination of the right of a Director or Officer to be indemnified by KM United.

ARTICLE 12. CONFLICTS OF INTEREST

12.1. Conflict Defined

A conflict of interest may exist when the interests or activities of any Director or Officer may be seen as competing with the interests or activities of KM United, or the Director or Officer derives a financial or other material gain because of a direct or indirect relationship.

12.2. Disclosure Required

Any possible conflict of interest shall be disclosed to the Board of Directors by the person concerned.

- (a) Abstinance From Vote. When any conflict of interest is relevant to a matter requiring action by the Board of Directors, the interested person shall call it to the attention of the Board of Directors or its appropriate committee and such person shall not vote on the matter; provided however, any Director disclosing a possible conflict of interest may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof.
- (b) Presence for Discussion. The non-conflicted Board members shall determine by majority vote whether the person having the conflict may remain present and/or participate in the Board discussion and deliberation.

12.3. Minutes

The minutes of the meeting of the Board of Directors or committee shall reflect that the conflict of interest was disclosed and whether the interested person was present during the final discussion or vote. When there is doubt as to whether a conflict of interest exists, the

matter shall be resolved by a vote of the Board of Directors or its committee, excluding the person or persons with the potential conflict.

ARTICLE 13. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

13.1. Contracts

The Board of Directors may authorize any Officer or Officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of KM United. Such authority may be general or confined to specific instruments.

13.2. Checks and Drafts

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness, issued in the name of KM United, shall be signed by such Officer or Officers, agent or agents of KM United, or as shall be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments may be signed by the Treasurer and countersigned by one other Officer of KM United.

13.3. Deposits

All funds of KM United shall be deposited to the credit of KM United, in such banks, trust companies or other depositories as the Board of Directors may select.

13.4. Gifts

The Board of Directors may accept on behalf of KM United any contribution, gift, bequest or devise for the general purposes or for any special purpose of KM United. The Board of Directors may designate certain categories of gifts or contributions that may be accepted on behalf of KM United by Officers or fund raising boards authorized by the Board of Directors. KM United shall retain sufficient control over all donated funds (including donor designated contributions) to assure that such funds will be used consistent with the restrictions contained in the grant and KM United's tax-exempt purposes.

ARTICLE 14. RECORDS

KM United shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and committees having any authority of the Board of Directors. All books and records of KM United may be inspected by any Director, or his/her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE 15. FISCAL YEAR

The fiscal year of KM United shall begin on the first day of _____ and end on the last day of _____ of each year.

ARTICLE 16. NOTICES

Whenever notice is required to be given to any person pursuant to the provisions of law, the Articles of Incorporation or these Bylaws, it shall not be construed to require personal delivery and such notice may be given in writing by depositing it, in a sealed envelope, in the United States mail, postage prepaid, addressed to, or, by delivering it to a nationally-recognized overnight express delivery service, charges prepaid, for transmission to, or by email to such person either at his/her address as it appears on the books of KM United or at his/her business address; and such notice shall be deemed to be given at the time when it is thus deposited in the United States mails or delivered to the express delivery service or sent via email.

ARTICLE 17. EMERGENCIES

Notwithstanding anything in these Bylaws to the contrary, such members of the Board of Directors as may be available in the event of an emergency shall have the power to adopt emergency Bylaws and take such other action as may be appropriate under Section 181 of the Wisconsin Statutes.

ARTICLE 18. DISSOLUTION

Upon the dissolution of KM United, the Board of Directors shall, after paying or making provisions for the payment of all of KM United's liabilities, dispose of all of KM United's assets, exclusively for the purposes of KM United in such manner as the Board of Directors shall determine, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, as the Board of Directors shall determine.

ARTICLE 19. REVISIONS OR AMENDMENTS

Prior to the 2010 annual member meeting, these Bylaws may only be amended or revised at any regular meeting of the Board of Directors of KM United by a unanimous vote of all seated Directors. Subsequent to the 2010 annual member meeting, these Bylaws may be amended or revised at any regular or special meeting of the members (subject to quorum requirements set forth in Section 5.6) by a two-thirds (2/3) majority vote of those members present at the meeting, provided that the amendment or revision has been submitted in writing no less than twenty (20) days prior to the meeting.

ARTICLE 20. COMPENSATION

Compensation, except for reasonable compensation for extraordinary services rendered, may not be paid to any Officer or Director of KM United for the performance of their usual and customary duties as Officer or Director. Expenses incurred by any Officer or Director when acting on behalf of KM United may be reimbursed, with reimbursement of expenses in excess of \$200.00 subject to approval by a majority of the Board of Directors, unless prior approval had been obtained.