

**AMENDED AND RESTATED**  
**BY-LAWS**  
**OF**  
**EDUCATION FOUNDATION OF WAUWATOSA, INC.**

(revised September 12, 2008)

(revised June, 2010)

**ARTICLE I. PURPOSES, OPERATION**

The corporation is organized and will be operated exclusively for charitable, scientific, literary and educational purposes and for the prevention of cruelty to children and limited to the exclusive purposes permitted for tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and corresponding provisions of applicable successor revenue acts. All funds the corporation receives will be dedicated and invested solely for these purposes. The Board of Directors may establish guidelines for the corporation's acceptance of gifts and disbursement of funds in a manner which, in the Board of Directors' judgment, is consistent with the corporation's purposes.

**ARTICLE II. OFFICES**

**SECTION 1. Principal Office.** The corporation's principal office in the State of Wisconsin will be located in the City of Wauwatosa, County of Milwaukee. From time to time, the Board of Directors may designate other offices either within or without the State of Wisconsin.

**SECTION 2. Registered Office.** The corporation's registered office, which the Wisconsin Nonstock Corporation Law requires to be maintained in the State of Wisconsin, may, but need not, be identical to the corporation's principal office in the State of Wisconsin, and the Board of Directors may change the address of the registered office from time to time.

**ARTICLE III. BOARD OF DIRECTORS**

**SECTION 1. General Powers.** The Board of Directors will manage the corporation's affairs. The Board of Directors will use and distribute the corporation's net earnings and principal funds solely in accordance with the purposes for which the corporation was organized.

**SECTION 2. Number, Tenure, Manner of Election, and Qualifications.** The corporation will have at least seven (7) but no more than twenty-one (21), Directors. Directors will be elected by the Board of Directors then in office. Except as provided in Section 3 of Article III, each Director will hold office for a three (3) year, renewable term



commencing October 1, and expiring September 30, three (3) years later with a maximum of three consecutive terms (for purposes of clarification, there must be at least a one (1) year period in which a person does not serve as a Director for terms to be deemed not to be consecutive). Directors will be divided into three approximately equal groups serving staggered terms with the terms of the three groups expiring on September 30 in successive years. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which he or she was elected and until the election and qualification of a successor, or until that Director's earlier resignation or removal in accordance with Section 3 of Article III.

**SECTION 3. Removal of Director; Resignation.** Any Director may be removed from office, with or without cause, by the affirmative vote of a majority of Directors then in office, taken at a special meeting of Directors called for that purpose. The notice for such meeting shall include the purpose of the meeting. A Director may resign at any time by giving written notice to the President and the Secretary of the corporation, who shall advise the Board of Directors of such resignation. Such resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt of the resignation by the Secretary of the corporation, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

**SECTION 4. Vacancies.** Any vacancy occurring on the Board of Directors will be filled until the next succeeding election of Directors by the affirmative vote of a majority of the Directors then in office.

**SECTION 5. Regular Meetings.** The Board of Directors may provide, by resolution, the time and place, either within or without the State of Wisconsin, for the holding of regular meetings, without other notice than that resolution.

**SECTION 6. Special Meetings.** The President, or any two Directors, may call special meetings of the Board of Directors. The person(s) who call a special meeting of the Board of Directors may fix any time or place for that meeting.

**SECTION 7. Notice.** Except when the time and place of a regular meeting is set by the Board of Directors by resolution in advance (as permitted by Section 5 of Article III), notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

- (a) Personal delivery of written notice;
- (b) First-class mail, postage paid; or
- (c) Facsimile, electronic mail ("e-mail") or other means of electronic transmission.

All such notices shall be given or sent to the Director's address, facsimile number or e-mail address as shown on the records of the corporation. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meeting. Notices sent by first-class mail shall be deposited into a



United States mail box at least four days before the time set for the meeting. Notices given by personal delivery, facsimile, e-mail or other electronic transmission shall be delivered at least 48 hours before the time set for the meeting. The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of the corporation, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these By-Laws.

**SECTION 8. Waiver of Notice.** Whenever the corporation's Articles of Incorporation or By-Laws, or any statute, require notice to be given to any Director, the Director's written waiver of that notice, signed by such Director before or after the meeting, will be deemed equivalent to giving that notice. A Director's attendance at a meeting will constitute waiver of notice of that meeting except where such Director attends a meeting and, at that meeting, objects to the transaction of any business because the meeting is not lawfully called or convened.

**SECTION 9. Quorum.** A majority of the Directors then in office will constitute a quorum for the transaction of business at any meeting of the Board of Directors, but, even if less than a quorum is present at a meeting, a majority of the Directors present at a meeting may adjourn it from time to time without further notice.

**SECTION 10. Manner of Acting.** The act of the majority of Directors will be the act of the Board of Directors, unless these By-Laws or any law requires the act of a greater number.

**SECTION 11. Action Without Meeting.** Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a minimum of two-thirds of the Directors shall consent in writing to such action, provided that all Directors are given notice of the action. Such action by written consent shall have the same force and effect as a majority vote of the Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**SECTION 12. Presumption of Assent.** A Director who is present at a Board of Directors meeting or a committee of the Board of Directors at which action on any corporate matter is taken will be presumed to have assented to the action taken, unless such Director's dissent is entered in the minutes of the meeting or unless such Director files his or her written dissent to that action with the person acting as the secretary of the meeting before the meeting adjourns or forwards his or her dissent by registered mail to the corporation's Secretary immediately after the meeting adjourns. The right to dissent will not apply to a Director who voted in favor of the action.

**SECTION 13. Meetings Other Than In Person.** Any or all Directors may participate in a regular or special meeting of the Board of Directors or in a committee meeting of the Board of Directors by, or to conduct the meeting through the use of, any means of communication, including telephone or video conference, by which any of the following occurs: (a) all participating Directors may simultaneously hear each other during the meeting; or (b) all communication during the meeting is immediately



transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors. If a meeting will be conducted through the use of any means described in (a) or (b), above, all participating Directors shall be informed that a meeting is taking place at which official business may be transacted. A Director participating in a meeting by any such means is deemed to be present in person at the meeting. If a Director so requests, minutes of the meeting shall be prepared and distributed to each Director.

**SECTION 14. Meeting Organization.** The President of the corporation, or in the absence of the President, a chairman chosen by a majority of the Directors present, shall act as chairman at every meeting of the Board of Directors. The Secretary of the corporation, or in the absence of the Secretary, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

**SECTION 15. Compensation.** No Director shall receive any remuneration for services as a Director. When authorized by the Board of Directors, reimbursement may be made for travel and other out-of-pocket expenses incurred in discharging official duties as prescribed by the Board of Directors.

**SECTION 16. Director Conflicts of Interest.** To maintain the integrity of the corporation, each Director is to avoid conflicts of interest. "Conflict of Interest" (also Conflict) means a conflict, or the appearance of a conflict, between the private interests and official responsibilities of a Director.

(a) **Awarding of Grants.** Prior to discussion and voting on a pending grant application, a Director must make full disclosure, either in writing or verbally with inclusion in the minutes of the applicable Board of Directors' meeting, of all conflicts of interest, including but not limited to the following:

(i) That Director is, or has been, involved in the submission of a grant under consideration;

(ii) The Director has assisted or advised grant writers of grant applications under consideration;

(iii) The Director is in any manner connected with a pending grant application, including parents whose children may directly benefit from a grant under consideration;

(iv) The director is related to a grant writer of grant applications by blood, spousal relationship or domestic partnership;

(v) The Director may, through his or her employment, stand to benefit from awarding of a particular grant.

(b) **Board membership.** A Director must disclose a relationship to another board member by blood, marriage, or domestic partnership, and any



membership on any other board or boards that may conflict with the Director's obligations to this corporation.

(c) **Decision by Board of Directors.** A Director who has disclosed a conflict shall not participate in discussion or debate of the Board of Directors, or of any committee or subcommittee thereof in which the subject is a contract, transaction, or situation in which there may be a perceived or actual conflict of interest. However, that Director may be present to provide clarifying information in such a discussion or debate unless objected to by any present Director or Committee member.

(d) **Annual acknowledgement.** Each Director shall annually, prior to or at the first Board of Director's meeting of the calendar year, execute a disclosure form acknowledging knowledge and understanding of the Conflict of Interest Policy, and adherence thereto.

#### **SECTION 17. Director Committees.**

(a) **Creation of Committees.** The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee must have three or more members, who serve at the pleasure of the Board of Directors. The Board of Directors may elect one or more of its members as alternate members of any such committee who may take the place of any absent member or members at any meeting of such committee. The designation of such committee or committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon the Board of Directors or member by law.

(b) **Selection of Committee Members.** The creation of a committee and appointment of members to it must be approved by the greater of (1) a majority of all the Directors in office when the action is taken, or (2) the number of Directors required by the corporation's Articles of Incorporation to take such action (or, if none is specified in the corporation's Articles of Incorporation, the number required by Section 6 of Article III, above, to take action).

(c) **Required Procedures.** Sections 5, 6, 7, 8, 9, 10 and 13 of Article III, above, which govern meetings, notice and waiver of notice, quorum and voting, and meetings of the Board of Directors not held in person, apply to committees and their members.

(d) **Authority.** Each committee may exercise those aspects of the authority of the Board of Directors which the Board of Directors confers upon such committee in the resolution creating the committee, except that a committee may not do any of the following:

- (i) authorize distributions of assets of the corporation;



(ii) fill vacancies on the Board of Directors or on any of its committees;

(iii) elect or remove any officer of the corporation, or fill vacancies in any such office;

(iv) amend the Articles of Incorporation pursuant to the authority of directors to do so granted by Section 181.36(1)(b) of the Wisconsin Nonstock Corporation Law or any successor thereto; or

(v) adopt, amend, or repeal these By-Laws.

**(e) Nominating Committee; Nomination of Directors and Officers.**

The Board of Directors will appoint a Nominating Committee each year, consisting of at least three (3), but no more than five (5), members of the Board of Directors. The Board of Directors will appoint the members of the Nominating Committee each calendar year, as soon as practicable after the first regular meeting of the Board of Directors following the regular election of Directors that year, and the members of the Nominating Committee will serve until the first regular meeting of the Board of Directors following the regular election of Directors the next calendar year. The Nominating Committee's duty will be to identify and consider prospective members of the Board of Directors and officers of the corporation. The Nominating Committee will nominate, at any meeting of the Board of Directors at which a Director or officer is to be elected, that number of candidates as there are vacancies to be filled, whether those vacancies are to be filled at that meeting or at some other time during the year. Any member of the Board of Directors may submit one or more nominations to fill any such vacancy, but only if, at least seven (7) days before the election, such Director furnishes the proposed nomination(s) to the Nominating Committee together with some evidence that the proposed nominee would be willing to serve if elected. There may be no nominations from the floor.

**(f) Investment Committee.** The Board of Directors will appoint an Investment Committee each year, consisting of at least three (3), but no more than five (5), members of the Board of Directors. The Board of Directors will appoint the members of the Investment Committee each calendar year, as soon as practicable after the first regular meeting of the Board of Directors following the regular election of Directors that year, and the members of the Investment Committee will serve until the first regular meeting of the Board of Directors following the regular election of Directors the next calendar year. The Nominating Committee's duties will be to monitor the investments of the corporation and any financial professional or professionals engaged to manage such investments and to educate the Board of Directors regarding any issues relating to the investments of the corporation and to make recommendations to the Board of Directors regarding any decisions to be made regarding such investments. The Investment Committee will meet at least semi-annually and may seek the advice of outside parties with investment expertise.



## ARTICLE IV. OFFICERS

**SECTION 1. Principal Officers.** The corporation's principal officers will be a President, one or more Vice Presidents, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors may elect or appoint any other officers or assistant officers as it deems necessary. The same person may hold any two or more offices, except the offices of President and Secretary, and President and Vice President.

**SECTION 2. Election and Terms of Office.** The Board of Directors will elect the corporation's officers. Each officer will hold office for a two (2) year, renewable term commencing October 1 and expiring September 30 two (2) years later. Each officer will hold office until his or her successor has been qualified, or until his or her death, resignation, or removal, in the manner provided by these By-Laws.

**SECTION 3. Removal of Officer; Resignation.** Any officer whom the Board of Directors elects or appoints may be removed by the Board of Directors whenever, in its judgment, the corporation's best interest would be served, but any removal will be without prejudice to any contract rights of the person removed. Election or appointment will not, of itself, create contract rights. Any officer may resign at any time by giving written notice to the Board of Directors or the President and the Secretary of the corporation. Such resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt of the resignation by the President and the Secretary or the Board of Directors as the case may be, and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

**SECTION 4. Vacancies.** A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, will be filled by the Board of Directors for the unexpired portion of the term.

**SECTION 5. President.** The President will be the corporation's principal executive officer, subject to the Board of Directors' control, and will in general supervise and control all of the corporation's business and affairs. The President will, when present, preside at all Board of Directors' meetings. The President may sign, with the Secretary or any other officer of the corporation who is 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 Board of Directors, these By-Laws, or some other law has expressly delegated the signing and execution by some other person or persons, and in general, will perform all duties incident to the office of President and any other duties that the Board of Directors prescribes from time to time.

**SECTION 6. Vice President.** In the absence or disability of the President, the Vice President, or, if there is more than one, the Vice Presidents, in the order the Board of Directors determines, will perform the President's duties, and when doing so, will have all the powers of, and be subject to all the restrictions that apply to, the President. The Vice President or Vice Presidents, as the case may be, will perform the other duties and have the other powers as the Board of Directors may prescribe from time to time.



**SECTION 7. Secretary.** The Secretary will: (a) keep any minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given by law; (c) be the custodian of the corporate books and the corporation's records; and (d) in general, perform all duties incident to the office of Secretary and any other duties that the Board of Directors or the President may assign to the Secretary from time to time.

**SECTION 8. Treasurer.** The Treasurer will: (a) have charge and custody of, and be responsible for, all of the corporation's funds and securities; receive and give receipts for all monies due and payable to the corporation from any source whatsoever, and deposit all monies in the corporation's name in the banks, trust companies, and other depositories that are selected in accordance with these By-Laws; and (b) in general, perform all of the duties incident to the office of Treasurer and other duties that the Board of Directors or President may assign to the Treasurer from time to time.

**SECTION 9. Compensation.** No officer shall receive any remuneration for services as an officer. When authorized by the Board of Directors, reimbursement may be made for travel and other out-of-pocket expenses incurred in discharging official duties as prescribed by the Board of Directors.

## **ARTICLE V. INDEMNIFICATION**

**SECTION 1. Definitions Relating to Indemnification.** For purposes of this Article V, the following terms will have the following meanings:

(a) "Director or officer" will mean any of the following:

(i) a natural person who is or was a Director or officer of the corporation;

(ii) a natural person who, while a Director or officer of the corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise;

(iii) a natural person who, while a Director or officer of the corporation, is or was serving an employee benefit plan because his or her duties to the corporation also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan;

(iv) unless the context requires otherwise, the estate or personal representative of a Director or officer.

(b) "Expenses" will include fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding.



(c) "Liability" will include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(d) "Party" will mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(e) "Proceeding" will mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the corporation or by any other person.

## **SECTION 2. Mandatory Indemnification.**

(a) The corporation will indemnify a Director or officer, to the extent such Director or officer 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 the corporation.

(b) In cases not included under subparagraph (a), above, the corporation will 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 the corporation, unless liability was incurred because the Director or officer breached or failed to perform a duty he or she owes to the corporation and the breach or failure to perform a duty he or she owes to the corporation and the breach or failure to perform is any of the following:

(i) A willful failure to deal fairly with the corporation or its members 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.

Determination of whether indemnification is required under this subparagraph will be made under Section 3 of Article V. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent pleas will not, by itself, create a presumption that indemnification of the Director or officer is not required under this subparagraph.



(c) A Director or officer who seeks indemnification under this Section 2 will make a written request to the corporation.

(d) Indemnification under this Section 2 is not required if the Director or officer has previously received indemnification or allowance of expenses from any person, including the corporation, in connection with the same proceeding.

**SECTION 3. Determination of Right to Indemnification.** Unless provided otherwise by written agreement between the Director or officer and the corporation, the Director or officer seeking indemnification under subparagraph (b) of Section 2 above, will select one of the following means for determining his or her right to indemnification:

(a) By 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, by majority vote of a committee duly appointed by the Board of Directors and consisting solely of two 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 in subparagraph (a), above, or, if unable to obtain 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 (b), above, to select independent legal counsel, one arbitrator selected by the Director or officer seeking indemnification, and one arbitrator selected by the two arbitrators previously selected.

(d) By a court as provided in Section 6 of Article V.

(e) By any other method provided for and any additional right to indemnification permitted under Section 5 of Article V.

**SECTION 4. Allowance of Expenses As Incurred.** Upon written request by a Director or officer who is a party to a proceeding, the corporation will pay or reimburse his or her reasonable expenses as incurred, if the Director or officer provides the corporation with all of the following:

(a) A written affirmation of such Director's good faith belief that he or she has not breached or failed to perform his or her duties to the corporation,

(b) A written undertaking, executed personally or on such Director or officer's behalf, to repay the allowance and, if the corporation requires, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 3 of Article V that indemnification under Section 2 of Article V is



not required and that indemnification is not ordered by a court under Section 6 of Article V. The undertaking under this subparagraph will be an unlimited general obligation of the Director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

**SECTION 5. Additional Rights to Indemnification and Allowance of Expenses.** Except as provided in this Section 5, the provisions of Section 2 and Section 4 of Article V do not preclude any additional right to indemnification or allowance of expenses that a Director or officer may have under any of the following:

- (a) The written agreement between the Director or officer and the corporation; or
- (b) A resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of expenses, the corporation will not indemnify a Director or officer or permit a Director or officer to retain any allowance of expenses unless it is determined, by or on behalf of the corporation, that the Director or officer did not breach or fail to perform a duty he or she owes to the corporation which constitutes conduct under Section 2(b)(i) through (iv) of Article V. A Director or officer who is a party to the same or related proceeding for which indemnification or an allowance of expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this Article V will affect the corporation's power to pay or reimburse expenses incurred by a Director or officer in any of the following circumstances:

- (a) As a witness in a proceeding to which such Director or officer is not a party;
- (b) As a plaintiff or petitioner in a proceeding because such Director or officer is or was an employee, agent, Director, or officer of the corporation.

**SECTION 6. Court-Ordered Indemnification.** Except as otherwise provided by written agreement between the Director or officer and the corporation, a Director or officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Application will be made for an initial determination by the court under Section 3(d) of Article V or for review by the court of an adverse determination under Section 3(a), (b), (c), or (e) of Article V.

**SECTION 7. Contract.** A person's assumption of a term of office as a Director or officer of the corporation or, at the corporation's request, as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such directors or officers as of the adoption of this Article V, will be a contract between the person and the corporation entitling the person, during his or her term of office or service, to all of the rights and privileges of indemnification afforded by this Article V as in effect as of the



date he or she assumes or continues in the term of office or service, but the contract will not prevent, and will be subject to modification by, amendment of this Article V at any time before the corporation's receipt of actual notice of a claim giving rise to any such person's entitlement to indemnification under this Article V.

**SECTION 8. Insurance.** The corporation will have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the corporation, or is or was serving at the corporation's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such Director or officer and incurred by such Director or officer in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such Director or officer against that liability under this Article V or Chapter 181 of the Wisconsin Statutes.

**SECTION 9. Self-Dealing.** Notwithstanding any other provision of this Article V to the contrary, no person will be entitled to indemnification under this Article V if that indemnification or the corporation's payment of any monies in connection therewith is, or would be, an act of "self-dealing" within the meaning of Section 4941 of the Internal Revenue Code of 1986 or any successor provision. The corporation will have the right to rely upon a written opinion of independent legal counsel with respect to any determination of "self-dealing" under this Section 9 which will be binding and conclusive, unless a contrary determination is made in any administrative or court proceeding and the time for appeal by either party to the proceeding has expired. If the corporation has made any payment under this Article V before a determination that the payment is an act of "self-dealing", the person to whom or for whose benefit the payment was made will repay the amount of the payment to the corporation on demand if it is later determined that the payment was an act of "self-dealing". Nothing in this Section 9 will be construed as placing any obligation upon the corporation to contest, by court or administrative proceedings, or otherwise, any assertion that indemnification or payment pursuant to this Article V is an act of "self-dealing".

**SECTION 10. Effect of Invalidity.** The invalidity or unenforceability of any provision of this Article V will not affect the validity or enforceability of any other provision of this Article V or of these By-Laws.

## **ARTICLE VI . MISCELLANEOUS**

**SECTION 1. Internal Revenue Code.** Notwithstanding anything to the contrary in these By-Laws, no action will be required or permitted to be taken under these By-Laws or by the corporation's officers or directors which would not be permitted to be taken by any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or which would result in the imposition of federal tax under Sections 4941 through 4945, inclusive, of the Internal Revenue Code of 1986, as amended.

**SECTION 2. Amendment.** These By-Laws may be repealed, amended or amended and restated by a vote of a majority of the Board of Directors; provided, that at least seven days' advance notice of any meeting at which an amendment will be



# Education Foundation of Wauwatosa

considered must be given, and such notice must state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment to the By-Laws and must contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. The amendment must be approved by a majority of the Directors in office at the time the amendment is adopted.

**SECTION 3. Fiscal Year.** The corporation's fiscal year is the calendar year.

## History

The foundation originated with a discussion by members of the Wauwatosa Board of Education. After several years of study and organization, the foundation was incorporated in December, 1949, as a nonprofit organization.

## Goals

1. Develop reading for creative teacher or administrator groups.
2. Encourage new approaches to problems in education.
3. Promote individual levels of student motivation and achievement.

## Some Possibilities

1. **Wauwatosa World** - provide a two-day intensive experience for high school students and teachers who participate in a simulated, competitive business situation.
2. **Business II experience** - provide an intensive experience which gives students a business situation specifically designed to meet their needs and interests.
3. **Libraries for** - develop units of study which explore the present and projected needs of children through the use of quality literature dealing with such topics as death, child abuse, etc. subject to the needs and interests.
4. **Creative Thinking Projects** - encourage students to experiment with new methods and materials for improving student learning.
5. **Teacher Research - Mini-Grants** - provide student teachers or in-group research the opportunity to study selected or develop units which address the needs of a group.
6. **Special Projects for Students** - fund projects of students or staff groups for students who have demonstrated exceptional achievement in their studies and projects.