

**BYLAWS
OF
WILSON SCHOOL PARENT TEACHER GROUP
A Washington Nonprofit Corporation**

**ARTICLE I,
PURPOSE**

The purpose of this Corporation is to achieve through cooperative efforts of the parents and guardians of Wilson Elementary School students, administrative staff, and teachers the advancement of the education of the students at Wilson Elementary School; the promotion of the welfare of children in the home, school and community; and the attainment of a harmonious understanding between teachers, parents, and students.

**ARTICLE II
MEMBERSHIP**

Section 1. General. This Corporation shall have one class of members.

Section 2. Qualifications. Each member must be either a parent, guardian, or primary caregiver of at least one child or ward enrolled in Wilson Elementary School, or have current employment at Wilson Elementary School as a teacher, principal, or otherwise. Such persons shall be called "Qualified Potential Members".

Section 3. Manner of Election or Appointment. Any Qualified Potential Member, as defined above, will be considered a member of the Wilson School Parent Teacher Group upon the payment of dues for the school year. The dues will be set annually, at the beginning of each school year, by the Board of Directors. The Board of Directors may decide not to require dues in any given year, in which case, all Qualified Potential Members shall automatically be deemed to be members for such school year.

Section 4. Rights of Members

a. To approve and change the philosophy, goals, and purposes of the Corporation for which it was and is formed and exists;

b. To elect the members and officers of the Board of Directors and to remove the same as provided herein or in the Articles of Incorporation;

c. To amend, alter, modify, or repeal the Articles of Incorporation and these Bylaws or the adoption of new or restated Articles or Bylaws;

d. To merge, consolidate, or affiliate this Corporation with another corporation, organization, or program;

e. To dissolve or terminate the existence of this Corporation and to determine the distribution of assets upon such termination or dissolution.

Notwithstanding the foregoing, the approval of a majority of the Board of Directors shall be obtained for any action set forth above, when such approval is required in accordance with RCW 24.03.

Section 5. Policies

a. The program of this Corporation shall be educational and social and shall be developed through meetings and projects/activities.

b. This Corporation shall be noncommercial, nonsectarian, and nonpartisan. No commercial enterprise and no candidate shall be endorsed by it. The name of this Corporation and the names of its officers in their official capacities shall not be used in any connection with a commercial concern or with any partisan interest or for any purpose other than the regular work of the Corporation.

c. This Corporation shall not seek to direct the administrative activities of the school or to control its policies.

d. This Corporation may cooperate with other organizations and agencies in the welfare of youth.

e. This Corporation shall not have the power to enter into any contract or financial obligation binding the group beyond the fiscal year.

Section 6. Annual Meeting. The annual meeting of the members of this Corporation shall be held on the first Tuesday of May of each year if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday.

Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Corporation.

Section 7. Special Meetings. Except as otherwise provided by law, special meetings of the members of this Corporation shall be held whenever called by any officer, the Board of Directors, or members having one-twentieth (1/20th) of the votes entitled to be cast at such meeting.

Section 8. Regular Meetings. The regular meetings of the members of this Corporation shall be held monthly, September through May. The dates will be determined at the first meeting call by the President.

Section 9. Place of Meetings. Meetings of the members shall be held at Wilson Elementary School in Spokane, Washington, or at such place within or without the state of Washington as determined by the Board of Directors, pursuant to proper notice.

Section 10. Notice. Written notice of each members' meeting stating the time and place and, in case of a special meeting, the purpose(s) for which such meeting is called, shall be given by the Corporation, or other persons calling the meeting, not less than ten (10) (unless a greater period of notice is required by law in a particular case) nor more than fifty (50) days prior

to the date of the meeting, to each member entitled to vote, to the member's address as it appears on the current record of members of this Corporation.

Notice of regular meetings other than annual shall be made by providing each member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and ten (10) days prior to the next succeeding regular meeting, and at any time when requested by a member. Notice may be given to members by electronic transmission if the Corporation complies with the requirements of RCW 24.03.009.

If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid. If given by electronic transmission, is effective when it (i) is electronically transmitted to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or (ii) has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

Section 11. Waiver of Notice. A member may waive any notice required to be given by these Bylaws, or the Articles of Incorporation of this Corporation, or any of the corporate laws of the state of Washington. A waiver is valid when in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein.

Section 12. Proxy and Voting. Members may vote at any meeting either in person or by proxy executed in writing. A proxy is valid for eleven (11) months unless a longer period is expressly provided in the proxy.

Subject to the provisions of the laws of the state of Washington and unless otherwise provided in the Articles of Incorporation, each member shall be entitled at each members' meeting to one (1) vote on each matter submitted to a vote.

Elections of directors by the members may be conducted by mail.

Section 13. Quorum. At any meeting of the members, a quorum shall consist of a five percent (5%) of the votes held by all members who are entitled to vote. Said members must be represented in person or by proxy for their votes to be counted for purposes of establishing a quorum.

The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or by law.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number and Qualifications. The business affairs and property of this Corporation shall be managed by a Board of Directors of not less than one (1) director nor more

than fifteen (15) directors. Any such position can be filled as a husband and wife combination. The number of directors may at any time be increased or decreased by the members or by the Board of Directors at any regular or special meeting.

Section 2. Election--Term of Office. The directors shall be elected by the members at each annual members' meeting, and shall hold office until the next annual meeting of the members, or until their respective successors are elected and qualified.

Section 3. Powers of Directors.

(a) General. The Board of Directors shall have the entire management of the business of this Corporation. In addition to the powers and authorities by these Bylaws and the Articles of Incorporation expressly conferred upon it, the Board of Directors may exercise all such corporate powers of this Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or these Bylaws directed to be exercised or done by the members.

(b) Contracts. The Board of Directors, except as in the Articles of Incorporation or these Bylaws otherwise provide, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation, and such authority may be general or confined to the specific instance.

Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or render it liable pecuniarily for any purpose to any amount.

(c) Committees. The Board of Directors may, by resolution adopted by a majority of the directors in office, designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except no such committee shall have the authority to:

- (1) Amend, alter, or repeal the Bylaws;
- (2) Elect, appoint, or remove any member of any such committee or any director or officer of the Corporation;
- (3) Amend the Articles of Incorporation;
- (4) Adopt a plan of merger or adopt a plan of consolidation with another corporation;
- (5) Authorize a sale, lease, or exchange of all or substantially all of the property and assets of the Corporation not in the ordinary course of business;
- (6) Authorize the voluntary dissolution of the Corporation or revoke proceedings therefor;

(7) Adopt a plan for the distribution of the assets of the Corporation;
or

(8) Amend, alter, or repeal any resolution of the Board of Directors which, by its terms, provides that it shall not be amended, altered, or repealed by such committee.

(d) Bonds. The Board of Directors may require any officer, agent, or employee of the Corporation charged with the responsibility for the custody of any of its funds or property to be bonded in such sum and with such surety as the Board of Directors shall determine, with the premium therefor to be paid by the Corporation.

Section 4. Time, Place, and Notice of Directors' Meetings.

(a) Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board, by vote, may determine, and if so determined, no notice thereof need be given.

(b) Special Meetings. Special meetings of the Board of Directors may be held at any time or place whenever called by any officer or two (2) or more directors, notice thereof being given to each director by the officer calling the meeting, or by the Secretary of the Corporation.

(c) Notice. Notice of special meetings of the Board of Directors, stating the date, time, and place thereof, shall be given at least two (2) days prior to the date of the meeting. Such notice may be oral or written. Oral notice may be communicated in person or by telephone, wire or wireless equipment, which does not transmit a facsimile of the notice. Oral notice is effective when communicated. Notice may be given to directors by electronic transmission if the Corporation complies with the requirements of RCW 24.03.009.

Written notice may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment which transmits a facsimile of the notice; or by electronic transmission. Written notice is effective at the earliest of the following: (a) when dispatched, if notice is sent to the director's address, telephone number or other number appearing upon the records of the Corporation; (b) when received; (c) five (5) days after its deposit in the U.S. mail if mailed with first-class postage; (d) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. If given by electronic transmission, written notice is effective when it (i) is electronically transmitted to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or (ii) has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

(d) Waiver of Notice. A director may waive any notice required to be given by these Bylaws, or the Articles of Incorporation of this Corporation, or any of the

corporate laws of the state of Washington. A waiver is valid when given in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein.

Section 5. Quorum of Directors. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. When a quorum is present at any meeting, a majority of the directors present thereat shall decide any question brought before such meeting, except as otherwise provided by law or the Articles of Incorporation or by these Bylaws.

Section 6. Voting. Each director shall possess one (1) vote in matters coming before the Board. All voting at meetings of the Board of Directors shall be by each director in person, and voting by proxy shall not be allowed. All tie votes shall be broken by the President.

Section 7. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

(a) The director's dissent or abstention shall be entered in the minutes of the meeting; or

(b) The director shall file his or her written dissent or abstention to such action with the acting Secretary of the meeting before the adjournment thereof or shall forward such dissenter abstention by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 8. Resignation and Removal.

(a) Resignation. Any director of this Corporation may resign at any time by giving written notice to the Board of Directors or the President or Secretary of this Corporation. Any such resignation is effective when the notice is delivered, unless the notice specifies a later date.

(b) Removal. Any director elected by members may be removed, with or without cause, by two-thirds (2/3) of the votes cast by members having voting rights with regard to the election of any director, represented in person or by proxy at a meeting of members at which a quorum is present.

Section 9. Vacancies. Unless otherwise provided by law, if the office of any director becomes vacant by any reason other than removal, the directors may, by the affirmative vote of two-thirds of the remaining directors, though less than a quorum; choose a successor or successors who shall hold office for the unexpired term of the predecessor director. Vacancies in the Board of Directors may also be filled for the unexpired term by the members at a meeting called for that purpose, unless such vacancies shall have been filled by the directors. Vacancies resulting from an increase in the number of directors may be filled in the same manner.

ARTICLE IV
OFFICERS

Section 1. Positions. The officers of this Corporation shall consist of a President, one or more Vice-Presidents, a Secretary, and a Treasurer. Any two (2) offices may be held by the same person except the offices of President and Secretary. Any such position can be filled by a husband-wife combination. Officers need not be members of the Board of Directors.

Section 2. Additional Officers and Agents. The Board of Directors, at its discretion, may appoint such other officers or agents as it may deem advisable, and prescribe the duties thereof.

Section 3. Appointment and Term of Office. The officers of this Corporation shall be elected or appointed annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If officers are not elected or appointed at such meeting, such election or appointment shall occur as soon as possible thereafter. Each officer shall hold office until a successor shall have been elected or appointed and qualified, or until said officer's death, or until said officer shall have resigned or shall have been removed in the manner hereafter provided. No officer shall hold the same office for more than three (3) consecutive school years.

Section 4. Powers and Duties. The officers of this Corporation shall have the following powers and duties:

(a) President. The President shall be the chief executive officer of this Corporation, shall have general supervision of the business of this Corporation, and, when present, shall preside at all meetings of the members and Board of Directors. The President, or any Vice-President or such other person(s) as are specifically authorized by vote of the Board of Directors, shall sign all bonds, deeds, mortgages, and any other agreements, and such signature(s) shall be sufficient to bind this Corporation. The President shall perform such other duties as the Board of Directors shall designate.

(b) Vice-President. During the absence or disability of the President, the Vice-President (or in the event that there be more than one Vice-President, the Vice-Presidents in the order designated by the Board of Directors) shall exercise all functions of the President. Each Vice-President shall have such powers and discharge such duties as may be assigned from time to time to such Vice-President by the President or by the Board of Directors.

(c) Secretary. The Secretary shall keep accurate minutes of all meetings of the members and the Board of Directors, and shall perform all the duties commonly incident to this office, and shall perform such other duties and have such other powers as the Board of Directors shall designate. In the Secretary's absence, an Assistant Secretary shall perform the Secretary's duties.

(d) Treasurer. The Treasurer, an agent, or such other person as authorized by the Board of Directors shall have the care and custody of the money, funds, valuable papers, and documents of this Corporation, and shall have and exercise, under the

supervision of the Board of Directors, all the powers and duties commonly incident to this office.

Section 5. Resignation or Removal. Any officer of this Corporation may resign at any time by giving written notice to the Board of Directors or to any officer of this Corporation. Any such resignation is effective when the notice is delivered, unless the notice specifies a later date.

The Board of Directors, by vote of not less than two-thirds of the entire Board, may remove from office any officer or agent appointed by it. The removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 6. Vacancies. If the office of any officer or agent becomes vacant by any reason, the directors may, by the affirmative vote of two-thirds of the directors, choose a successor or successors who shall hold office for the unexpired term.

ARTICLE V INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 1. Definitions. As used in this Article:

(a) "Act" means the Washington Nonprofit Corporation Act and/or the Washington Business Corporation Act, as now or hereafter amended.

(b) "Another enterprise" means a corporation (other than the Corporation), partnership, joint venture, trust, association, committee, employee benefit plan, or other group or entity.

(c) "Corporation" means WILSON SCHOOL PARENT TEACHER GROUP and any domestic or foreign predecessor entity which, in merger or other transactions, ceased to exist.

(d) "Director" means each person who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving, at the request of the Corporation, as a director, officer, partner, trustee, employee, or agent of Another Enterprise.

(e) "Expenses" includes counsel fees.

(f) "Indemnitee" means each person who was, is, or is threatened to be made a party to or is involved (including without limitation as a witness) in any Proceeding because the person is or was a director, officer, employee, or agent of the Corporation and who possesses indemnification rights pursuant to the Articles, these Bylaws or other corporate action. The term shall also include, for officers, employees, or agents, service at the Corporation's request as a director, officer, partner, trustee, employee, or agent of Another Enterprise.

(g) "Loss" means the obligation to pay a judgment, settlement, penalty or fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable Expenses incurred with respect to a Proceeding.

(h) "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a Proceeding.

(i) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative.

Section 2. Right to Indemnification. The Corporation shall indemnify and hold each director and officer harmless against any and all Loss except for Losses arising out of:

(a) The Indemnitee's acts or omissions finally adjudged to be intentional misconduct or a knowing violation of law;

(b) Any transaction in which it is finally adjudged that the Indemnitee personally received a benefit in money, property, or services to which the Indemnitee was not legally entitled.

The Corporation shall not indemnify an Indemnitee in connection with a Proceeding (or part thereof) initiated by the Indemnitee unless such Proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. If, after the effective date of this Article, the Act is amended to authorize further indemnification of directors or officers, then directors and officers of this Corporation shall be indemnified to the fullest extent permitted by the Act, as so amended.

The right to indemnification conferred in this Article shall include the right to be paid by the Corporation all expenses (including attorney's fees) incurred in defending any Proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a Proceeding shall be made upon delivery to the Corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced in the event and only to the extent it shall ultimately be determined that such Indemnitee is not entitled to be indemnified by the Corporation under the Act, Articles of Incorporation, or this Article, or otherwise, for such expenses.

Section 3. Contribution. If the indemnification provided in Section 2 of this Article is not available to be paid to Indemnitee for any reason other than those set forth in subparagraphs (a) and (b) of Section 2 of this Article (for example, because indemnification is held to be against public policy even though otherwise permitted under Section 2) then in respect of any Proceeding in which the Corporation is jointly liable with Indemnitee (or would be if joined in such Proceeding), the Corporation shall contribute to the amount of loss paid or payable by Indemnitee in such proportion as is appropriate to reflect:

(a) The relative benefits received by the Corporation on the one hand and the Indemnitee on the other hand from the transaction from which such Proceeding arose; and

(b) The relative fault of the Corporation on the one hand and the Indemnitee on the other hand in connection with the events which resulted in such loss, as well as any other relevant equitable consideration.

The relative fault of the Corporation on the one hand and the Indemnitee on the other shall be determined by a court of appropriate jurisdiction (which may be the same court in which the Proceeding took place) with reference to, among other things, the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such loss. Corporation agrees that it would not be just and equitable if contribution pursuant to this Section 3 was determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

Section 4. Notification and Defense of Claim. Promptly after receipt by Indemnitee of notice of commencement of any Proceeding, Indemnitee must, if a claim in respect thereof is to be made against the Corporation under this Article, notify the Corporation of the commencement thereof; with respect to any such Proceeding as to which Indemnitee has notified Corporation of the commencement thereof:

(a) The Corporation will be entitled to participate therein at its own expense;

(b) Except as otherwise provided below, to the extent that it may wish, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. After notice from the Corporation to Indemnitee of its election to assume the defense thereof, the Corporation will not be liable to Indemnitee under this Article for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof, other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its counsel in such Proceeding, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless:

(1) The employment of counsel by Indemnitee has been authorized by the Corporation;

(2) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of the defense of such Proceeding; or

(3) The Corporation shall not in fact have employed counsel to assume the defense of such Proceeding, in any of which cases the fees and expenses of counsel shall be at the expense of the Corporation.

The Corporation shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Corporation or as to which Indemnitee shall have made the conclusion provided in (2) of this subparagraph; and

(c) The Corporation shall not be liable to indemnify Indemnitee under this Article for any amounts paid in settlement of any Proceeding affected without its written

consent. The Corporation shall not settle any Proceeding in any manner which would impose any penalty or limitation on Indemnatee without Indemnatee's written consent. Neither the Corporation nor Indemnatee will unreasonably withhold its consent to a proposed settlement.

Section 5. Right of Indemnatee to Bring Suit. If a claim under this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the Indemnatee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the Indemnatee shall be entitled to be also paid the expense of prosecuting such claim.

Neither the failure of the Corporation (including its Board of Directors, its members, or independent legal counsel) to have made a determination prior to the commencement of such Proceeding that indemnification of or reimbursement or advancement of expenses to the Indemnatee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, its members, or independent legal counsel) that the Indemnatee is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the Proceeding or create a presumption that the Indemnatee is not so entitled.

Section 6. Indemnification of Employees and Agents of the Corporation. The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of an action to employees and agents of the Corporation, with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation or pursuant to rights granted pursuant to, or provided by, the Act or otherwise.

Section 7. Contract Right. Rights of indemnification under this Article shall continue as to an Indemnatee who has ceased to be a director or officer, as long as Indemnatee shall be subject to any possible action, by reason of the fact that Indemnatee was a director or officer of the Corporation or serving in any other capacity referred to herein, and shall inure to the benefit of his or her heirs, executors, and administrators.

The right to indemnification conferred in this Article shall be a contract right upon which each director or officer shall be presumed to have relied in determining to serve or to continue to serve as such. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a director or officer of the Corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

Section 8. Severability. If any provision of this Article or any application thereof shall be invalid, unenforceable or contrary to applicable law, the remainder of this Article, or the application of such provisions to persons or circumstances other than those as to which it is held invalid, unenforceable, or contrary to applicable law, shall not be affected thereby and shall continue in full force and effect.

ARTICLE VI
GIFTS TO THE CORPORATION

Section 1. Generally. Donors may make gifts to the Corporation by naming or otherwise identifying the Corporation. Gifts shall vest in the Corporation upon receipt and acceptance by it, whether signified by an officer, employee, or designated agent of the Corporation. Unless express written restrictions are provided at the time the gift is received, the gift may be used by the Corporation as it may deem best.

Section 2. Acceptance of Governing Documents. Each donor, by making a gift to the Corporation, accepts and agrees to all of the provisions of the Articles of Incorporation and these Bylaws, as set forth initially or hereafter amended.

Section 3. Remainder Gifts. If a gift is made to the Corporation or a third party in trust to make income or other payments for a period of a life or lives or other periods to any individuals or for noncharitable purposes, followed by payments to the Corporation, or in trust to make income or other payments to the Corporation, followed by payments to any individuals or for noncharitable purposes, only the payments to the Corporation shall be regarded as subject to the Corporation's Articles of Incorporation and these Bylaws, and then only when the Corporation becomes entitled to their use. The Board of Directors may take such actions as it from time to time deems necessary to protect the Corporation's rights to receive such payments.

Section 4. Restricted Gifts; Acceptance. Any donor may, with respect to a gift made by such donor to the Corporation, expressly provide in writing at the time of the gift restrictions or conditions which are not inconsistent with the charitable purposes of the Corporation, as to:

- (a) the manner of distribution, including amounts, times and conditions of payment, and whether from principal or income; and
- (b) the name, as a memorial or otherwise, for a fund given, or addition to a fund previously held, or anonymity for the gift.

Restrictions involving the naming of a fund as a memorial or otherwise may be satisfied by keeping under such name appropriate accounts reflecting the interest of such funds in a common investment. Nothing in the foregoing shall obligate the Corporation to accept any gift or to perform any act, which in the opinion of the Board of Directors will not be in the best interests of the Corporation or which may jeopardize or cause it to lose its status as an exempt organization under Section 501(c)(3) and an organization described in Section 509(a)(1) or (2) of the Internal Revenue Code.

ARTICLE VII
FISCAL YEAR

The fiscal year of the Corporation shall end at midnight on the 30th day of June of each year.

ARTICLE VIII
BOOKS AND RECORDS

The Corporation shall keep at its principal office, the following:

- (a) Current Articles and Bylaws;
- (b) The record of members, including names, addresses, and classes of membership, if any;
- (c) Correct and adequate records of accounts and finances;
- (d) A record of officers' and directors' names and addresses;
- (e) Minutes of the proceedings and the members, if any, the Board, and any minutes which may be maintained by Committees of the Board. Records may be written, or electronic if capable of being converted to writing.

The records shall be open at any reasonable time to inspection by either member of more than three (3) months' standing, or a representative of more than five percent (5%) of the membership.

Cost of inspecting or copying shall be borne by such member, except for cost of copies of Articles and Bylaws. Any such member must have a purpose for inspection reasonably related to membership interest.

ARTICLE IX
EXEMPT ACTIVITIES

Section 1. General. Notwithstanding any other provision of these Bylaws, no director, officer, employee, or representative of this Corporation shall take any action or carry on any activity, by or on behalf of the Corporation, not permitted to be taken or carried on without penalty by an organization exempt from taxation, or by an organization whose contributions are deductible under federal income tax laws as they now exist, or as they should hereafter be amended.

Section 2. Prohibition Against Sharing in Corporate Earnings. No director, officer, or employee of, or member of a committee of, or person connected with this Corporation, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operation of the Corporation, provided that this shall not prevent the payment to any such person, or any entity of which such person is an owner, officer, director, employee, or beneficiary, of such reasonable compensation for services rendered to or for the Corporation in pursuit of any of its purposes as shall be fixed by the Board of Directors; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation.

Section 3. Dissolution. All directors of the Corporation shall be deemed to have expressly consented and agreed that, upon such dissolution or winding up of the affairs of the

Corporation, whether voluntary or involuntary, the assets of the Corporation then remaining shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X
PARLIAMENTARY AUTHORITY

The rules contained in Roberts' Rules of Order, Revised, shall govern this Corporation in all cases to which they are applicable, and in which they are not inconsistent with these Bylaws.

ARTICLE XI
AMENDMENTS

These Bylaws may be amended or repealed by two-thirds of the members present at any meeting if notice of the proposed amendment is contained in the notice of the meeting.

The undersigned, Secretary of WILSON SCHOOL PARENT TEACHER GROUP does hereby certify that the above and foregoing Bylaws of said Corporation were adopted by the directors as the Bylaws of WILSON SCHOOL PARENT TEACHER GROUP, and that the same do now constitute the Bylaws of this Corporation.

DATED this _____ day of _____, 2009.

Attest _____
_____, Secretary

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WILSON SCHOOL PARENT TEACHER GROUP**

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