

BYLAWS OF EVANSTON WRITERS WORKSHOP
an Illinois not-for-profit corporation

I. NAME, PURPOSES.

1. The name of this organization is the Evanston Writers Workshop.
2. The Evanston Writers Workshop (EWW) is organized and operated for literary and educational purposes within the meaning of IRC 501(c)(3) and 805 ILCS 105 § 103.05. Notwithstanding language contained in 805 ILCS 105 § 103.05 which may be more expansive regarding purposes than that of IRC 501(c)(3), EWW's purposes will be limited exclusively to exempt purposes within the meaning of IRC 501(c)(3). Within its stated purposes, EWW exists to foster literary pursuits, advance the craft of writing, and support writers all through education, educational, literary, industry, and organizational events, peer discussions and workshops, and the cultivation of a writers' community.

II. BOARD OF DIRECTORS, OFFICERS, FOUNDER, OPERATIONAL STAFF, MEMBERS.

1. BOARD OF DIRECTORS.

A. DEFINITION, DIRECTOR RESPONSIBILITIES.

1. The EWW Board of Directors (EWW Board, Board) is the group of individuals responsible for the oversight, management, and control of EWW, including policymaking, prioritizing, and developing guidelines that ensure the carrying out of EWW's mission and purposes.
2. Directors are the individuals serving on the EWW Board. Within EWW's mission and purposes, Directors will seek to promote the growth, reach, and vitality of the organization. Directors are responsible for overseeing EWW as an entity.
3. Directors are responsible to the organization for ensuring that it has the funding, direction, and capacity to fulfill its mission and purposes.
4. Directors are responsible to the public for ensuring that the organization is lawfully, ethically, and responsibly carrying out its mission and purposes.
5. Directors attend general, annual, and special board meetings, serve on committees, and may carry out special assignments.
6. In addition to the above general Director Responsibilities, specific examples of Director Responsibilities include, but are not limited to:
7. Understanding and supporting EWW's vision, mission, purposes, policies, and programs, and participating in the creation and articulation of the same.

- 8. Ensuring EWW's legal and ethical integrity, becoming familiar with and understanding EWW's bylaws and other legal and organizational materials, participating in appropriate periodic reviews of EWW as a growing and evolving entity, and ensuring that EWW materials and legal documents are responsibly updated, filed, or amended as necessary to continue to reflect and support the organization.**
- 9. Attending and participating in general, annual, and special Board meetings, voting in Board elections and on other EWW matters, serving on committees, and supporting and attending EWW functions and special events.**
- 10. Reviewing agendas and supporting materials prior to meetings, and preparing and distributing materials as needed, requested, or agreed.**
- 11. Monitoring for effectiveness and helping to strengthen EWW programs and activities consistently with EWW purposes.**
- 12. Participating in effective planning in furtherance of EWW objectives, and assisting with implementing and monitoring EWW plans and goals.**
- 13. Organizing and authorizing Board committees to carry out specific EWW Board objectives, and serving on and supporting such committees.**
- 14. Ensuring that EWW has adequate support and financial resources to fulfill its purposes, mission, and objectives, helping EWW to secure adequate funding, and participating in fundraising efforts and events.**
- 15. Protecting EWW's assets, helping to develop EWW's annual budget, providing competent financial oversight, ensuring the placement of appropriate financial controls, and assisting the Board in carrying out its fiduciary responsibilities.**
- 16. Helping to build a competent EWW Board; providing moral and professional support to fellow Directors and Officers, helping to create a respectful culture and environment that encourages professional integrity, growth and productivity, creativity and innovation, and community; helping to articulate appropriate prerequisites for Board participation, undertaking careful searches to find the most qualified individuals to serve as EWW Board Directors and Officers, recommending appropriate candidates for Board positions, taking the time to learn about, become familiar with, and thoughtfully consider the interests, skills, and qualifications of recommended Director and Officer candidate nominees prior to elections, participating in Director and Officer elections; helping to orient new Board members, periodically and comprehensively evaluating Director and Officer performances including one's own, and, when necessary, participating in responsible and candid review or removal of Directors or Officers.**
- 17. Ensuring that EWW operations support and fulfill EWW's purposes and mission.**

- 18. Ensuring that EWW Staff have the moral and professional support needed to further EWW goals and objectives; providing moral and professional support to EWW Staff, helping to create a respectful culture and environment that encourages professional integrity, growth and productivity, creativity and innovation, and community; determining Operational Staff and Operational Officer responsibilities, helping to undertake careful searches to find the most qualified individuals to serve as EWW Staff members, participating in responsible and candid Staff member reviews, and, when necessary, participating in responsible Staff removal.**
- 19. Enhancing and supporting EWW's public standing and reputation within the community, informing community members about EWW and its programs, and communicating about and representing EWW with conscientiousness, positivity, and professional integrity.**

B. BYLAWS, BOARD POWERS.

- 1. These bylaws establish EWW's structure and governance.**
- 2. By affirmative vote of the majority of serving Directors, the Board may resolve and take action to amend these bylaws or EWW's articles of incorporation.**
- 3. The Board has the power to undertake action for the purpose of carrying out EWW's purposes, mission, and objectives.**

C. QUORUM OF DIRECTORS, DIRECTOR PRESENCE, DIRECTOR ACTION, INFORMAL DIRECTOR ACTION

- 1. Two thirds (2/3) of Directors serving in office will constitute a quorum.**
- 2. A quorum of Directors must be present to hold any EWW meeting or to conduct EWW business.**
- 3. Director presence may be achieved by participation in person, or via telephone or video conference.**
- 4. Provided a quorum is participating, any number of Directors may participate and be considered present at a meeting held entirely, partially, or not at all via telephone or video conference.**
- 5. The act of the majority of a quorum of Directors present at a meeting will constitute the act of the EWW Board.**
- 6. No Director will act by proxy on any matter.**
- 7. All Directors serving in office may unanimously consent to taking informal action (action without a meeting). A quorum will not be sufficient to undertake informal action. In the case of informal action, any proposed action must be set forth in writing, and must be approved in writing by all Directors. Written approvals must note the proposed action and provide a record of approval. All approvals must be delivered to the Secretary to file in EWW's corporate**

records. The action will be effective upon the Secretary's receipt of unanimous written consent, or at a date agreed to and specified in the written consents. Such unanimous written consent will have the same effect as a unanimous vote of the Board, and may be recorded in EWW legal documents as a unanimous Board vote.

8. Only EWW Board members, have voting power regarding EWW matters. Members, Staff who are not Board members, EWW agents, consultants, or any other individuals, groups, or organizations, may be invited to attend or participate at EWW Board meetings (including annual and special meetings), but are not entitled to vote regarding EWW matters.

D. NUMBER OF DIRECTORS, DIRECTOR ELECTIONS, DIRECTOR TERMS.

1. The EWW Board will have a minimum of three (3) and a maximum of eight (8) Directors.
2. Directors will be elected annually at EWW annual meetings by affirmative vote of the majority of a quorum of Directors, and, except for EWW's Founder and EWW Officers, will serve approximate one (1) year terms.
3. The number of days of Director terms will be determined by the dates of consecutive EWW annual meetings, and may not precisely amount to three-hundred-sixty-five (365) day terms. The term will begin at the close of the annual meeting at which the Director is elected, and will expire at the close of the next annual meeting approximately one (1) year following the Director's election.
4. Directors may be elected between annual meetings to fill unexpected vacancies. In such cases, Board members will recommend Director nominees. Mid-year Director elections will take place at special meetings called for that purpose, or at upcoming meetings.
5. Terms of Directors elected between annual meetings will begin at the close of the meeting at which that Director is elected, unless the Board specifies a future date, and will expire at the close of the next upcoming annual meeting at which that Director's predecessor's term would have expired.
6. Directors may be re-elected to consecutive terms.
7. Continuing Directors may vote regarding their own re-elections.
8. Directors may serve multiple Board and Staff roles at any given time, including, but not limited to, Officer and Operational Staff member, Director and Operational Staff member, any two or more Officer positions, or any combination of positions approved by the EWW Board.
9. Only EWW Board members have voting power in EWW Board elections. Members, Staff who are not Board Members, or any other

individuals, groups, or organizations, are not entitled to vote in EWW Board elections.

10. Directors will recommend nominees for Board positions a minimum of thirty (30) days prior to upcoming elections.
11. Prior to elections, each Director will take the time to learn about, become familiar with, and thoughtfully consider the interests, skills, and qualifications of recommended nominees.
12. Except for EWW's Founder, Directors will each be entitled to one vote to elect each new or continuing Director.
13. When serving on the EWW Board, EWW's Founder will be entitled to two votes to elect each new or continuing Director.

E. DIRECTOR RESIGNATION or REMOVAL.

1. Directors may resign their roles on the EWW Board at any time by written notice to the Board, the President, or the Secretary. If a notice of resignation is delivered to the President or Secretary, that Officer will communicate the resignation to the rest of the Board. A resignation is effective when the notice is delivered, unless the notice specifies a future effective date. A resigning Director's upcoming vacancy may be filled before the effective resignation date, but the successor will not take office until the effective date.
2. The Board may remove one or more Directors (except EWW's Founder) with or without cause at any time by affirmative vote of the majority of a quorum present at a meeting.
3. An affirmative vote to remove one or more Directors will be effective immediately, unless the Board specifies a future effective date.
4. If a special meeting is called to vote to remove one or more Directors, or to include the purpose of voting to remove one or more Directors, notice of the proposed removal(s) will be delivered to all Directors at least twenty (20) days prior to the special meeting.
5. Directors may not vote regarding their own removal.

2. OFFICERS.

A. DEFINITION, OFFICER RESPONSIBILITIES.

1. EWW Board Officers (Officers) are Directors elected to fill specific Board offices. EWW Officers have all the rights and responsibilities of other EWW Directors, and will additionally fulfill the specific duties and responsibilities of their elected offices.
2. EWW Officers will at all times include a President, Vice President, and Secretary, and may from time to time include other Officers as determined by Board resolution.
3. The President will preside over Board meetings, will ensure that the Board functions efficiently and effectively in accordance with EWW's

mission, purposes, and bylaws, will generally act to lead the organization, and will fulfill other responsibilities per Board resolution.

4. In the President's absence, the Vice President will preside over Board meetings. The Vice President will fulfill a general second-in-command role, demonstrating commitment and loyalty to EWW's purposes, mission, and objectives, and helping to lead the organization and Board, especially new Board members, by example. The Vice President will help to orient and guide new Board members, and will serve as a knowledgeable resource regarding EWW. The Vice President will fulfill other responsibilities per Board resolution.
5. In the absence of both the President and Vice President, the Secretary will preside over Board meetings. The Secretary will fill an essential Board office; recording, formalizing, and memorializing EWW Board action, taking attendance at all board meetings, taking and supervising custody of the minutes, and distributing essential administrative information to the Board, including minutes of recent meetings, notices and agendas for upcoming action or meetings, and other information as necessary. The Secretary will maintain custody, control, and safekeeping of the corporate documents. The Secretary will fulfill other responsibilities per Board resolution.
6. Additional Officers and their respective responsibilities will be determined by Board resolution.
7. If an Officer is not fulfilling her or his responsibilities, one or more Directors will communicate their concerns to the Officer in question, and will apprise the Secretary of the issue. Depending on the situation, the Board will discuss and resolve the issue over one or two meetings. The Secretary will include in any upcoming meeting agenda notice and discussion of the issue. Depending on the severity of the concerns, notice may include notice of a potential vote regarding the Officer's immediate removal. If any upcoming meeting agenda has already gone out, the Secretary may distribute an addendum to the agenda to provide relevant notice. The issue may be raised in an agenda or addendum to an upcoming general, annual, or special meeting, or as new business at an upcoming general, annual, or special meeting, and, with or without inclusion in an agenda, the issue may be continued at a general, annual, or special meeting following the meeting at which the discussion was originated. However, inclusion in an agenda is preferable, and any special meeting called for the purpose of voting regarding the Officer's removal, or to include a potential vote regarding the Officer's removal, whether it is the first, only, or second discussion and potential vote on the matter, must be preceded by twenty (20) days' notice to all Directors. A special meeting called to originate or continue the discussion without a potential removal vote may be called without the requisite twenty-(20)-day-pre-special-meeting-removal-

vote notice. If the issue is raised, or continued, at an upcoming annual meeting, any potential removal vote should be coordinated with and noticed according to other annual meeting election notification requirements.

8. When the discussion is originated, the Officer in question will be asked to respond to the concerns, and to consider and speak to her or his commitment to EWW and desire and ability to participate as an EWW Board Officer. In any such situation, the Board must determine whether the Officer is demonstrating a commitment to EWW and a desire and ability to participate as an Officer. If the Officer does attest to such commitment, desire, and ability, the Board must determine a.) whether the Officer needs and can or should be given specific help and support regarding certain Officer responsibilities and tasks; b.) a specific period of time, if any, (usually one month or less) during which to allow the Officer to adapt to any new understandings regarding her or his responsibilities, incorporate suggestions and support, and clearly demonstrate commitment to EWW and a desire and ability to participate as an Officer; and c.) if relevant, a specific set of parameters by which to measure such commitment, desire, and ability in the immediate and near future. Fellow Directors will be asked to step in to help ensure that necessary tasks and responsibilities are executed. The Board will consider whether the Officer may better serve EWW in a different capacity, and must ultimately determine how EWW is best served. Depending on the situation and applicable notice, the Board may merge all first and second discussion points into one complete discussion and potential removal vote. The Board will determine whether a vote regarding the Officer's immediate removal is necessary, or whether to revisit the discussion a second time. The first (or only) discussion will include a review of these procedures. The Board may elect to revisit the discussion at any next upcoming meeting, or to call a special meeting for that purpose. Any special meeting called for the purpose of originating or continuing the discussion which may also include a potential vote regarding the Officer's removal must be preceded by twenty (20) days' notice of the potential removal vote to all Directors.
9. At any second discussion on the matter, the Board must determine a.) whether in the interim between the first and second discussions the Officer has clearly demonstrated commitment to EWW and a desire and ability to serve as an EWW Officer, b.) whether any such demonstration may be indicative of the Officer's term-long commitment, desire, and ability to serve EWW, and c.) how EWW is best served. If there is only one discussion on the matter, the Board will determine points b.) and c.) of the second discussion points relative to the Officer's demonstrated commitment, desire, and ability at that point. If the Officer has not demonstrated commitment, desire, and ability to serve her or his office, or if EWW may be best

served by removing the Officer, and if any special meeting called to include a potential removal vote was properly noticed, the Board will vote regarding the Officer's removal. An affirmative vote to remove such Officer will be effective immediately, unless the Board specifies a future effective date.

10. If an Officer is not fulfilling her or his responsibilities and does not attend meetings or is not available for Board communication, fellow Directors will be asked to step in to ensure that necessary EWW tasks and responsibilities are executed. An Officer's failure to fulfill Officer responsibilities along with that Officer's inconsistent, or general lack of, Board communication and two consecutive, or three or more non-consecutive, missed meetings will constitute that Officer's immediate resignation.

B. OFFICER ELECTIONS, OFFICER TERMS.

1. Officers will be elected at EWW annual meetings by affirmative vote of the majority of a quorum of Directors. Officers will serve approximate two (2) year terms.
2. The number of days of Officer terms will be determined by the dates of bi-annual EWW annual meetings, and may not precisely amount to seven-hundred-thirty (730) day terms. The term will begin at the close of the annual meeting at which the Officer is elected, and will expire at the close of the annual meeting held approximately two (2) years following the Officer's election.
3. Officers may be elected between annual meetings to fill unexpected vacancies. In such cases, Board members will recommend Officer nominees. Mid-year Officer elections will take place at special meetings called for that purpose, or at upcoming meetings.
4. Terms of Officers elected between annual meetings will begin at the close of the meeting at which the Officer is elected, unless the Board specifies a future date, and will expire at the close of the annual meeting at which that Officers's predecessor's term would have expired.
5. Officers may be re-elected to consecutive terms.
6. Continuing Officers, or serving Directors nominated for Officer positions, may vote regarding their own Officer re-elections or elections.

C. OFFICER RESIGNATION or REMOVAL.

1. Officers may resign their roles on the EWW Board at any time by written notice to the Board, the President, or the Secretary. If a notice of resignation is delivered to the President or Secretary, that Officer will communicate the resignation to the rest of the Board. A resignation is effective when the notice is delivered, unless the notice

specifies a future effective date. A resigning Officer's upcoming vacancy may be filled before the effective resignation date, but the successor will not take office until the effective date.

2. The Board may remove one or more Officers (except EWW's founder) with or without cause at any time by affirmative vote of the majority of a quorum present at a meeting.
3. An affirmative vote to remove one or more Officers will be effective immediately, unless the Board specifies a future effective date.
4. If a special meeting is called to vote to remove one or more Officers, or to include the purpose of voting to remove one or more Officers, notice of the proposed removal(s) will be delivered to all Directors at least twenty (20) days prior to the special meeting.
5. Officers may not vote regarding their own removal.

3. FOUNDER

FOUNDER TERMS OF OFFICE, FOUNDER RESIGNATION or REMOVAL.

1. EWW's Founder will serve an original eight (8) year term as EWW Board President beginning on the date of EWW's incorporation on March 11, 2010, and expiring at the close of the annual meeting eight years following, in 2018. Thereafter, EWW's Founder may be re-elected to consecutive four (4) year Director or Officer terms.
2. The Founder may, at her sole discretion, choose to limit the duration of her term(s) to fewer than four years, or may choose not to serve.
6. The Founder may resign her role on the EWW Board at any time by written notice to the Board, the President, or the Secretary. If a notice of resignation is delivered to the President or Secretary, that Officer will communicate the resignation to the rest of the Board. A resignation is effective when the notice is delivered, unless the notice specifies a future effective date. A vacancy resulting from the Founder's upcoming resignation may be filled before the effective resignation date, but the successor will not take office until the effective date.
3. The Founder may not be removed from her Presidential office during her original eight (8) year term. Thereafter, the Board may remove EWW's Founder from a Board position at any time only for cause by unanimous affirmative vote of all serving Directors. An affirmative vote to remove EWW's founder will be effective immediately, unless the Board specifies a future effective date.
4. If a special meeting is called to vote to remove EWW's Founder, or to include the purpose of voting to remove EWW's Founder, notice of the proposed removal will be delivered to all Directors at least twenty (20) days prior to the special meeting.
5. The Founder may not vote regarding her own removal.

4. OPERATIONAL STAFF, OPERATIONAL OFFICERS

A. DEFINITION, RESPONSIBILITIES.

- 1. Operational Staff (Staff members, Staff) are the individuals appointed or hired to carry out EWW daily operations.**
- 2. Operational Officers are Operational Staff members selected to carry out leadership Staff positions, and to help oversee operations.**
- 3. The Board will determine policies and procedures regarding governance of Operational Staff and Operational Staff activity.**
- 4. Per Board determination, Operational Officers may oversee specific Staff positions.**
- 5. Staff will demonstrate understanding of, and commitment to, EWW's purposes and mission. The Board will determine additional Staff qualification requirements, or the Board may vote to authorize Operational Officers to determine certain additional Staff qualification requirements.**
- 6. The Board will determine specific Staff member duties, or the Board may vote to authorize Operational Officers to determine certain Staff member duties.**
- 7. Staff members may be called upon to act as Board liaisons.**
- 8. The Board will appoint or hire Staff members, or the Board may vote to authorize Operational Officers to hire or appoint Staff members according to standards and parameters to be determined by the Board.**
- 9. The Board may remove Staff members, or the Board may vote to authorize Operational Officers to remove Staff members according to standards and parameters to be determined by the Board.**
- 10. The Board will provide moral and professional support to EWW Staff, helping to create a respectful culture and environment that encourages professional integrity, growth and productivity, creativity and innovation, and community.**
- 11. Staff will provide the same moral and professional support to each other and to the Board, helping to build the same.**
- 12. Staff will undergo periodic performance reviews.**
- 13. Staff will receive professional, respectful, and candid performance review reports.**
- 14. In the event of a negative report, the EWW Board will determine on a case-by-case basis how to proceed, or the Board may vote to authorize Operational Officers to determine how to proceed according to standards and parameters to be determined by the Board.**

B. OPERATIONAL OFFICER or STAFF RESIGNATION or REMOVAL.

- 1. Operational Officers may resign their positions at any time by written notice to the Board, the President, or the Secretary. If a notice of resignation is delivered to the President or Secretary, that Officer will communicate the resignation to the rest of the Board. A resignation is effective when the notice is delivered, unless the notice specifies a future effective date. A resigning Operational Officer's upcoming vacancy may be filled before the effective resignation date, but the successor will not begin the position until the effective date.**
- 2. Operational Staff may resign their positions at any time by written notice to the Operational Officer overseeing their positions, or if no Operational Officer oversees that position, to the Board, the President, or the Secretary. If a notice of resignation is delivered to an overseeing Operational Officer, that Operational Officer will communicate the resignation to the Board. If a notice of resignation is delivered to the President or Secretary, that Board Officer will communicate the resignation to the rest of the Board. A resignation is effective when the notice is delivered, unless the notice specifies a future effective date. A resigning Staff member's upcoming vacancy may be filled before the effective resignation date, but the successor will not begin the position until the effective date.**
- 3. The Board may remove one or more Staff members (including Operational Officers) with or without cause at any time by affirmative vote of the majority of a quorum present at a meeting, or the Board may vote to authorize Operational Officers to remove one or more Staff members according to standards and parameters to be determined by the Board.**
- 4. An affirmative Board vote to remove one or more Operational Staff members will be effective immediately, unless the Board specifies a future effective date.**

5. MEMBERS.

A. MEMBERS, DUES and FEES, OTHER MEMBER POLICIES.

- 1. The Board will determine member qualifications and requirements, if any.**
- 2. The Board will determine member dues and appropriate fees and costs to be charged to members and non-members in association with EWW programs and events.**
- 3. The Board will determine member benefits.**
- 4. Members will not be entitled to vote on EWW matters or in EWW elections.**
- 5. The Board will determine other EWW member policies.**

6. **EWW Board and Staff members may and should become dues paying members, and may participate with other EWW members at EWW programs and events.**
7. **Per Board determination, non-members will be welcome to participate in public, designated, or fee-based EWW programs and events.**

III. GENERAL, ANNUAL, AND SPECIAL MEETINGS.

1. GENERAL MEETINGS.

- A. **The Board of Directors will meet at general monthly meetings in furtherance of EWW objectives.**
- B. **Whenever possible, upcoming meeting dates, places, and times will be determined at the end of each meeting, and confirmed by the Secretary the following day via electronic or telephone communications to all Board members. This meeting date confirmation will serve as notice to all Board members of the upcoming meeting. It will be sufficient for the Secretary to deliver meeting notice confirmation to the most recent email address or telephone number provided by each Board member. Board members will be responsible for ensuring that their contact information is up to date.**
- C. **If for any reason the upcoming meeting date cannot be determined as of the end of a given meeting, or if the meeting date must be changed, the Secretary will initiate intra-Board communications regarding setting the upcoming meeting. As soon as possible after the meeting date, place, and time are set, the Secretary will communicate/confirm the upcoming meeting information to all Board members.**
- D. **Unless a Director appears at a meeting to protest that its occurrence was improperly noticed and that EWW Board action should not take place, a Director's presence at a general meeting constitutes waiver of notice of that meeting.**
- E. **Agendas need not be circulated prior to upcoming general meetings, but whenever possible will be circulated to focus and organize meeting business. If necessary, addendums to agendas may be circulated to further focus and organize meeting business.**
- F. **The Board may always at general meetings conduct new and regular business that did not appear on a meeting agenda.**
- G. **General meeting business and Board activity must always be memorialized in meeting minutes.**

2. ANNUAL MEETINGS

- A. **The Board will meet once annually to carry out Officer and Director elections, to review EWW organizational documents, policies, and procedures, and to fulfill yearly EWW obligations. New and regular**

business in furtherance of EWW objectives may also be conducted at annual meetings.

- B. The Board will determine the process for setting the date, place, and time of annual meetings, and for notifying Directors regarding upcoming meetings, but Directors must be notified of upcoming annual meetings a minimum of forty (40) days prior to such meetings to allow Board members to engage in the process of nominating new Board members, providing and distributing nominee information to the Board, considering nominees, and preparing for elections.**
- C. Unless a Director appears at an annual meeting to protest that it was improperly noticed and that EWW Board action should not take place, a Director's presence at an annual meeting constitutes waiver of notice of that meeting.**
- D. Agendas for annual meetings will be circulated at least twenty (20) days prior to upcoming annual meetings to focus and organize meeting business, provide summary thanks for Board members whose terms will expire, notify Board members regarding upcoming elections, provide Board members with information regarding Director and Officer nominees, and focus and organize annual meeting business. If necessary, addendums to annual meeting agendas may be circulated less than twenty (20) days prior to upcoming annual meetings to prepare the Board for, and focus and organize, business other than that regarding nominees or elections.**
- E. Other than election related business, the Board may conduct new and regular business that did not appear on the annual meeting agenda.**
- F. Annual meeting business and Board activity must always be memorialized in meeting minutes.**

3. SPECIAL MEETINGS.

- A. Special meetings may be called by the Board or the President for any reason.**
- B. The Board will determine the process for notifying Directors regarding upcoming special meetings.**
- C. If a special meeting is called to vote to remove one or more Directors or Officers, or to include the purpose of voting to remove one or more Directors or Officers, notice of the proposed special meeting and removal(s) will be delivered to all Directors at least twenty (20) days prior to the special meeting.**
- D. Other than Director or Officer removal business, the Board may conduct business that did not appear on a special meeting agenda, but whenever possible special meeting agendas and, if necessary, addendums will be circulated to focus and organize special meeting business.**
- E. Special meeting business and Board activity must always be memorialized in meeting minutes.**

IV. AGREEMENT TO PROTECT AND KEEP CONFIDENTIAL

EWW Board members agree to uphold, honor, and protect EWW's interests as their own.

EWW Board and Operational Staff members agree to engage in confidential relationships with EWW and its other Board and Operational Staff members, its business partners, and its members and other program participants, refraining from using or sharing confidential information, and holding confidential information in confidence. EWW Board and Operational Staff members agree during and after participation in EWW to protect, refrain from using and sharing, and keep confidential any and all nonpublic, sensitive, confidential, or proprietary information disclosed or otherwise learned in the process of fulfilling EWW responsibilities, including but not limited to: confidential internal projections and other financial data about EWW, its current, past, or potential Board or Staff members, its business partners, and its members and other program participants; confidential or privileged legal information regarding EWW, its concerns or its operations, its current, past, or potential Board or Staff members, its business partners, and its members and other program participants; other confidential, sensitive, transactional, or proprietary information about EWW or its current, past, or potential Board or Staff members, its business partners, and its members and other program participants that, if shared, may injure or otherwise limit EWW's success or potential success, or the success or potential success of EWW programs or events; other sensitive personal information about EWW's current, past, or potential Board or Staff members, business partners, and members and other program participants; and creative, proprietary, copyrighted, or other licensed information shared, disclosed, conveyed, owned, or belonging to EWW, its current, past, or potential Board or Staff members, its business partners, and its members and other program participants.

No right or license is either granted or implied by the disclosure or conveying of any nonpublic, sensitive, confidential, copyrighted, or proprietary information via any EWW materials, or by current, past, or potential EWW Board or Staff members during or after EWW participation, by EWW business partners during or after participating in EWW business or professional exchanges, or by EWW members or other program participants during or after participating in EWW programs or events, and no EWW current, past, or potential Board or Staff member will presume such right or license.

The overriding purpose of this agreement provision to protect and keep confidential is to uphold, protect, and support EWW, and EWW's operational and overall success. Therefore, legitimate EWW representatives acting in good faith and imbued by EWW's Board with proper authority to act on EWW's behalf, such as EWW Board members selected and authorized to act on behalf of EWW in certain or general situations, and EWW's legal and accounting representatives acting in fiduciary capacities on behalf of EWW, may, when necessary to conduct EWW

business, use or disclose nonpublic, sensitive, confidential, or proprietary information pertinent to or required for Board approved EWW activity and transactions.

V. NO PROMISE OR OBLIGATION, FORCE MAJEURE.

While EWW and its Board and Staff members seek to support writers and to advance the craft of writing, nothing in these bylaws, EWW's organizing documents, or any EWW materials may be construed as a promise or obligation to EWW members or program or event participants of material reward or publishing or other success in connection with EWW programs or events. EWW and its current, past, and potential Board and Staff members may not be held liable for losses or damages resulting from a member or event participant's participation or lack of participation in EWW programs or events. EWW and its current, past, and potential Board and Staff members may not be held liable for losses or damages incurred as a result of EWW programs or events. EWW and its current, past, and potential Board and Staff members may not be held liable for losses or damages incurred as a result of EWW programs or events that are canceled or rescheduled for any reason, including EWW Board or Staff member discretion or events beyond the control of EWW or its Board or Staff members.

VI. DISSOLUTION

If EWW should dissolve, the balance of its assets remaining after payment of all EWW debts and obligations will be distributed or transferred exclusively to one or more IRC 501(c)(3) organizations. The EWW Board of Directors will select the recipient organization(s), and upon dissolution will distribute or transfer to the selected organization(s) EWW's remaining assets. No Director, Officer, Staff member, member, or agent of EWW, and no private individual, will receive or be entitled to receive any distribution or division of EWW's remaining assets.

VII. SEVERABILITY.

If any provision or section of these bylaws is held unenforceable under applicable law, the remaining provisions and sections will be unaffected by the unenforceable provisions or sections. These bylaws will be construed as if any unenforceable provisions or sections were not contained in the bylaws, and are instead replaced with enforceable provisions or sections that are in effect closest to the provisions or sections being replaced. In such event, the Board will have intended in good faith to replace any unenforceable provisions or sections with such enforceable provisions or sections.

VIII. GOVERNING LAW.

These bylaws, their validity, performance, and all related matters including any amendments, are governed by Illinois law. Any conflict arising under these bylaws will be settled according to Illinois law.

IX. CHOICE OF FORUM.

If any conflict arising under these bylaws must proceed to a court of law, such conflict will be settled in Illinois courts.

January 2013