

BY-LAWS
OF THE
WISCONSIN ASSOCIATION OF DISTANCE EDUCATION NETWORKS,
(Amended and Approved by WADEN Membership May 10, 2007)
an unincorporated association

ARTICLE I. PURPOSES, OPERATION

The Association is organized and shall be operated exclusively for educational purposes, specifically, to promote and coordinate distance education in the State of Wisconsin. The Association's purposes shall be limited to the exclusive purposes permitted for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 and corresponding sections of applicable successor Revenue Acts, including receiving contributions and paying them over to other organizations organized and operated exclusively for one or more of the purposes specified herein which are exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986 or corresponding provisions of any successor Revenue Act. No part of the net earnings of the Association shall inure to the benefit of any Member or individual and no substantial part of the activities of the Association shall consist of carrying on propaganda or otherwise attempting to influence legislation, and the Association shall not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

ARTICLE II. OFFICES

SECTION 1. Principal Office. The initial principal office of the Association shall be located in the State of Wisconsin, at the location of the office of the Chair of the Association. The initial principal office of the Association shall be located in the City of Chippewa Falls, County of Chippewa, and State of Wisconsin. The Association may have such other offices within the State of Wisconsin as the Members may designate from time to time.

SECTION 2. Registered Office. The registered office of the Association required by the Wisconsin Unincorporated Nonprofit Association Law (Chapter 184 Stats.) to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the Members may change the address of the registered office from time to time.

ARTICLE III. MEMBERSHIP

SECTION 1. General Powers. Its Members shall manage the affairs of the Association. The Members shall utilize and distribute the principal funds of the Association solely in accordance with the purposes for which the Association was organized, pursuant to an annual budget approved by the Members.

SECTION 2. Membership. The Association shall have four (4) classes of Members. A Member may be in only one (1) voting category. The designation of each class and the qualifications of the Members of each class shall be as follows:

(a) Network Member. A distance education network located within the State of Wisconsin shall be admitted to membership in the Association upon payment of dues to the Treasurer of the Association. Each distance education network shall, upon becoming a Member, designate an individual who shall represent that Member in all meetings of the Association. For purposes of hereof, "distance education network" shall be defined as an organization of geographically separated locations using interactive technologies for the purpose of sharing educational resources, including, but not limited to, consortia of educational nonprofit organizations, educational nonprofit institutions with multiple sites, educational outreach agencies operated by a governmental entity, and non-educational nonprofit and for-profit organizations. The Association will set Membership dues annually.

(b) Single Institution/Organization Member. A single institution or organization located within the State of Wisconsin including, but not limited to, a private school, college, or other educational associations, may be admitted to membership in the Association upon payment of dues to the Treasurer of the Association and a vote of a majority of the Members entitled to vote. The Association will set Membership dues annually.

(c) Individual Member. An individual person may be admitted to membership in the Association upon the payment of dues to the Treasurer of the Association and the vote of a majority of the Members entitled to vote. The Association will set Membership dues annually.

(d) Associate Business or Vendor Member. A business or vendor involved in the business of providing distance education services may be admitted to membership in the Association upon the payment of dues to the Treasurer of the Association and the vote of a majority of the Members entitled to vote. The Association will set Membership dues annually.

SECTION 3. Initial Members. Initial Members of the Association shall be:

(a) Network Member. CADENC - Chippewa Area Distance Education Network Consortium; CWETN - Central Wisconsin Educational Telecommunications Network; DADE - Dodge Area Distance Education; ECB - Educational

Communications Board; EQUITIE; ERVING - Embarrass River Valley Instructional Network Group; FACET - Fond du Lac Area Consortium for Educational Telecommunications; Four Lakes Distance Education Network; Gateway Technical College; ILS - Interactive Learning Services - (NEWTEC, PenNet, BayNet, and LakeNet); JEDI –Jefferson Eastern Dane Interactive Network; KSCADE - K-12 Schools/College Alliance for Distance Education; Lakeland - Lakeland Area Consortium; LTC Lakeshore Technical College; Marshfield Clinics; Milwaukee Public Schools; NDEN - Nicolet District Education Network; Northern Lights; NWECS – Northern Wisconsin Educational Communications System; Project CIRCUIT - Curriculum Improvement Resulting from the Creative Utilization of Instructional Television; Rural TechNet; SCING - South Central Instructional Network Group; SRTNC - Southwest Rural Telecommunications Network Consortium; SWING - Southeast Wisconsin Network Group; TRITON - Three River Instructional Telecommunications Operational Network; WANUC/NTC - Wausau Area Narrowcast Users Consortium/Northcentral Technical College; WIN - Wisconsin Indianhead Network; WisSat - Wisconsin Satellite; WONDER - Wisconsin Overlay Network for Distance Education Resources; WTCN - Wisconsin Technical College Network; WWLEARN - Western Wisconsin Linked Education and Resource Network; UW Extension Networks.

(b) Single Institution/Organization Member. UW La Crosse.

(c) Individual Member. None.

(d) Associate Business or Vender Member. Access Wisconsin; Ameritech; Dascom Systems; Video Images.

SECTION 4. Voting Rights. Network Members and Single Institution/Organization Members shall be entitled to vote on matters submitted to a vote of the Members of the Association, and each Network Member or Single Institution/Organization Member shall be entitled to one vote on each matter submitted to a vote of the Members of the Association.

SECTION 5. Termination or Suspension Of Membership. The Members by affirmative vote of two thirds of all of the Members may suspend or expel a Member for cause after an appropriate hearing, and may, by a majority vote of those present at any regularly constituted meeting, terminate the membership of any Member who becomes ineligible for membership, or suspend any Member who shall be in default in the payment of any dues or fines. Any Member so terminated or suspended shall not be entitled to vote on any matter submitted to a vote of the Members of the Association.

SECTION 6. Resignation. Any Member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the Member so resigning of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid.

SECTION 7. Reinstatement. Upon written request signed by a former Member and filed with the Secretary, the Members may, by the affirmative vote of a majority of the Members, reinstate such former Member to membership on such terms as the Members may deem appropriate.

SECTION 8. Transfer Of Membership. Membership in this Association is not transferable or assignable.

SECTION 9. No Membership Certificates. No membership certificates of the Association shall be required.

ARTICLE IV. MEETINGS OF MEMBERS

SECTION 1. Regular Meetings. The Members may provide, by resolution, the time and place, within the State of Wisconsin, for the holding of regular meetings. Notices of regular meetings will be emailed to Association Members and posted on the Association's list serve.

SECTION 2. Special Meetings. Special meetings of the Members may be called by or at the request of the Chair or any three (3) Members. The person or persons calling such meetings may fix any time or place for holding any special meeting of the Members called by them.

SECTION 3. Notice. Notice of any special meeting shall be given at least forty-eight (48) hours previously thereto by (i) oral or written notice delivered personally or mailed to each Member at his or her last known address, (ii) transmission to each Member by electronic means, including facsimile or e-mail, or (iii) posting on the Association's list serve. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed with postage thereon prepaid. If notice were given by electronic means, such notice shall be deemed to be delivered when sent. Whenever any notice is required to be given to any Member of the Association under the provisions of these Bylaws or under the provisions of the Articles of Association or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Member entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting except where a Member attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members need be specified in the notice or waiver of notice of such meeting.

SECTION 4. Quorum. A majority of the voting members entitled to vote shall constitute a quorum for the transaction of business, i.e. dispersal of funds, setting of Membership dues and election of officers, at any meeting of the Members, but though less than such quorum is present at a meeting a majority of the Members present may adjourn the meeting from time to time without further notice.

(a) Minutes of prior meetings may be approved by a majority of the Members present. Minutes must be posted by email at least forty-eight (48) hours prior to the scheduled meeting.

(b) The Chair may stipulate that a vote be conducted by email.

SECTION 5. Manner of Acting. The act of the majority of the Members entitled to vote present at a meeting at which a quorum is present, shall be the act of the Association, unless the act of a greater number is required by these Bylaws or by law.

SECTION 6. Compensation. No Member shall be entitled to compensation for attendance at meetings of the Members, or otherwise.

SECTION 7. Committees.

(a) Standing or Temporary Advisory Committees Without Member Authority. The Members or the Chair may authorize, appoint and remove Members of standing and/or temporary committees to consider appropriate matters, make reports to any officer or the Members, and fulfill such other advisory functions as may be designated. Such reports shall be advisory only. The designation or such standing and/or temporary committees, and the Members thereof, shall be recorded in the minutes of the Members.

(b) Executive or Other Committees with Limited Member Authority. The Members may by appropriate resolution designate one or more committees, each of which shall consist of three (3) or more Members which to the extent provided in said resolutions shall have and may exercise, when the Members are not in session, the powers of the Members in the management of the affairs of the Association, except action with respect to the election of Officers, the amendment of the Association's Articles and Bylaws, and the formation of and the filling of vacancies in committees with limited Member authority pursuant to this subsection. The Members may elect one or more Members as alternate Members of any such committee, who may take the place of any absent committee Member or Members at any meeting of such committee. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Members of any responsibility imposed upon the Members by law.

(c) Technology Committee. There shall be a Technology Committee appointed by the Chair which shall meet as necessary for the purpose of establishing technical standards and advising Members on technical matters relating to the use of interactive technologies.

(d) Website and Database Committee. There shall be a Website and Database Committee appointed by the Chair which shall meet as necessary for the purpose of establishing structure and content of the Association's website and database.

(e) Network Development Committee. There shall be a Network Development Committee appointed by the Chair, which shall meet as necessary for the purpose of providing information on policies and practices to new and developing networks.

(f) Internetwork Committee. There shall be an Internetwork Committee appointed by the Chair, which shall meet as necessary for the purpose of coordinating scheduling and programming between networks.

(g) Membership Committee. There shall be a Membership Committee appointed by the Chair, which shall meet as necessary for the purpose of recruiting new Members and evaluating applications for membership in the Association.

(h) Rules. Only Network Members shall be eligible for committee membership. Each committee will establish its own rules governing the conduct of its activities and shall make such reports as the Board may request.

SECTION 8. Presumption of Assent. A Member of the Association who is present at a meeting Members or a committee thereof at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

SECTION 9. Informal Action. Any action required or permitted to be taken at any meeting of the Members or any committee thereof may be taken without a meeting if a consenting writing setting forth the action so taken shall be signed by all of Members of the Association or of such committee.

ARTICLE V. OFFICERS

SECTION 1. Principal Officers. The principal Officers of the Association shall be a Chair, a Chair-elect, a Former Chair, a Secretary, a Treasurer and an At-Large Representative, each of whom shall be elected by the Members. Such other Officers and assistant officers as may be deemed necessary may be elected or appointed by the Members. Any two or more offices may be held by the same person, except the offices of Chair and Secretary and Chair and Chair-elect.

SECTION 2. Election and Terms of Office. The Officers of the Association to be elected by the Members shall be elected annually by the Members by June 30 and take office July 1 of each calendar year. Each officer shall hold office until his or her successor shall have qualified or until his or her death or until he shall resign or shall

have been removed in the manner provided hereinafter.

SECTION 3. Removal. Any Officer or agent elected or appointed by the Members may be removed by the Members whenever in their judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not in and of itself create contract rights.

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

SECTION 5. Chair. The Chair shall be the principal executive officer of the Association, subject to the control of the Members, and shall supervise and control all of the business and affairs of the Association. He or she shall, when present, preside at all meetings of the Members. He or she may sign, with the Secretary or any other proper Officer of the Association thereunto authorized by the Members, any deeds, mortgages, bonds, contracts, or other instruments which the Members have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Members or by these Bylaws or some other law to be otherwise signed or executed, and in general shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Members from time to time.

SECTION 6. Chair-elect. In the absence of the Chair or in the event of his or her death or inability to act, the Chair-elect shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Chair-elect shall perform such other duties and have such other powers as the Members may from time to time prescribe.

SECTION 7. Former Chair. The Former Chair shall perform duties as a general representative and shall have other duties as from time to time may be assigned to him or her by the Chair or the Members.

SECTION 8. Secretary. The Secretary shall: (a) keep any minutes of the Members' meetings in one or more books provided for that purpose; (b) see that all notices are duly given by law; (c) be custodian of the books and records of the Association; and (d) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chair or by the Members.

SECTION 9. Treasurer. If required by the Members, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Members shall determine. He or she shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies or other

depositories as shall be selected in accordance with the provisions of these Bylaws; and (b) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chair or by the Members.

SECTION 10. At Large Representative. At-Large Representative shall perform duties as a general representative and shall have such other duties as from time to time may be assigned to him or her by the Chair or the Members.

SECTION 11. Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Members may approve the salaries for the Officers, which shall not be unreasonable for the services rendered by them to the Association. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Member of the Association.

ARTICLE VI. INDEMNIFICATION

SECTION 1. Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this section:

(a) "Member or Officer" shall mean any of the following:

(i) A natural person who is or was a Member or Officer of the Association;

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

(iii) A natural person who, while a Member or Officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association 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 Member or Officer.

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

(c) "Liability" shall 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" shall 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" shall 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 Association or by any other person.

SECTION 2. Mandatory Indemnification.

(a) The Association shall indemnify a Member or Officer, to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the Member or Officer was a party because he or she is a Member or Officer of the Association.

(b) In cases not included under subparagraph (a), above, the Association shall indemnify a Member or Officer against liability incurred by the Member or Officer in a proceeding to which the Member or officer was a party because he or she is a Member or officer of the Association, unless liability was incurred because the Member or Officer breached or failed to perform a duty he or she owes to the Association and the breach or failure to perform constitutes any of the following:

(i) A willful failure to deal fairly with the Association or its Members in connection with a matter in which the Member or Officer has a material conflict of interest.

(ii) A violation of criminal law, unless the Member 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 Member or Officer derived an improper personal profit.

(iv) Willful misconduct.

Determination of whether indemnification is required under this subparagraph shall be made under the provisions of Section 3 hereof. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Member or Officer is not required under this subparagraph.

(c) A Member or Officer who seeks indemnification under this section shall make a written request to the Association.

(d) Indemnification under this section is not required if the Member or Officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

SECTION 3. Determination of Right to Indemnification. Unless provided otherwise by written agreement between the Member or Officer and the Association, the Member or Officer seeking indemnification under subparagraph (b) of Section 2 hereof, shall select one of the following means for determining his or her right to indemnification:

(a) By majority vote of a quorum of the Members consisting of Members not at the time parties to the same or related proceedings. If a quorum of disinterested Members cannot be obtained, by majority vote of a committee duly appointed by the Members and consisting solely of two or more Members not at the time parties to the same or related proceedings. Members 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 Members or its committee in the manner prescribed in subparagraph (a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Members, including Members who are parties to the same or related proceedings.

(c) By a panel of three arbitrators consisting of one arbitrator selected by those Members entitled under subparagraph (b) to select independent legal counsel, one arbitrator selected by the Member or Officer seeking indemnification, and one arbitrator selected by the two arbitrators previously selected.

(d) By a court as provided in Section 6 hereof.

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

SECTION 4. Allowance of Expenses as Incurred. Upon written request by a Member or Officer who is a party to a proceeding, the Association may pay or reimburse his or her reasonable expenses as incurred if the Member or Officer provides the Association with all of the following:

(a) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association.

(b) A written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 3 hereof that indemnification under Section 2 hereof is not required and that indemnification is not ordered by a court under Section 6 hereof. The undertaking under this subparagraph shall be an unlimited general obligation of the Member 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 hereof do not preclude any additional right to indemnification or allowance of expenses that a Member or Officer may have under any of the following:

(a) The written agreement between the Member or Officer and the Association; or

(b) A resolution of the Members;

Regardless of the existence of an additional right to indemnification or allowance of expenses, the Association shall not indemnify a Member or Officer or permit a Member or Officer to retain any allowance of expenses unless it is determined by or on behalf of the Association that the Member or Officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 2(b)(i) - (iv). A Member 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 shall affect the Association's power to pay or reimburse expenses incurred by a Member or Officer in any of the following circumstances:

(a) As a witness in a proceeding to which he or she is not a party;

(b) As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, Member or Officer of the Association.

SECTION 6. Court Ordered Indemnification. Except as provided otherwise by written agreement between the Member or Officer and the Association, a Member 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 shall be made for an initial determination by the court under the provisions of Section 3(d) or for review by the court of an adverse determination under Section 3(a), (b), (c), or (e).

SECTION 7. Contract. The assumption by a person of a term of office as a Member or Officer of the Association or, at the request of the Association, as a member or officer of another Association, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such members or officers as of the adoption of this Article, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article as in effect as of the date of his or her assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article at any time prior to receipt by the Association of actual notice of a claim giving rise to any such

person's entitlement to indemnification hereunder.

SECTION 8. Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Member or Officer of the Association, or is or was serving at the request of the Association as a member or officer of another Association, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or Chapter 184 of the Wisconsin Statutes.

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

SECTION 10. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of any other provision of this Article or of these Bylaws.

ARTICLE VII. MISCELLANEOUS

SECTION 1. Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Members of this Association which would not be permitted to be taken by an 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 Bylaws may be amended or repealed by vote of a majority of the Members then in office.

ADDENDUM TO THE BY-LAWS OF THE WISCONSIN ASSOCIATION OF
DISTANCE EDUCATION NETWORKS

Membership Application

Membership Classes

Network Member. A distance education network located within the State of Wisconsin shall be admitted to membership in the Association upon payment of dues to the Treasurer of the Association. Each distance education network shall, upon becoming a Member, designate an individual who shall represent that Member in all meetings of the Association. For purposes of hereof, "distance education network" shall be defined as an organization of geographically separated locations using interactive technologies for the purpose of sharing educational resources, including, but not limited to, consortia of educational nonprofit organizations, educational nonprofit institutions with multiple sites, educational outreach agencies operated by a governmental entity, and non-educational nonprofit and for-profit organizations. The Association will set Membership dues annually. A Network Member is entitled to one vote on items before the organization. (See WADEN By Laws for details on voting privileges).

Single Institution/Organization Member. A single institution or organization located within the State of Wisconsin including, but not limited to, a private school, college, or other educational associations, may be admitted to membership in the Association upon payment of dues to the Treasurer of the Association and a vote of a majority of the Members entitled to vote. The Association will set Membership dues annually. A Single Institution/Organization Member is entitled to one vote on items before the organization. (See WADEN By Laws for details on voting privileges).

Individual Member. An individual person may be admitted to membership in the Association upon the payment of dues to the Treasurer of the Association and the vote of a majority of the Members entitled to vote. The Association will set Membership dues annually. An Individual Member is not entitled to vote on items before the organization.

Associate Business or Vendor Member. A business or vendor involved in the business of providing distance education services may be admitted to membership in the Association upon the payment of dues to the Treasurer of the Association and the vote of a majority of the Members entitled to vote. The Association will set Membership dues annually. An Associate Business or Vendor Member is not entitled to vote on items before the organization.

Network/Organization/Individual Name _____
Address: _____ City: _____ State: _____
Phone: _____ FAX: _____ E-Mail: _____
WADEN Representative: _____ Title: _____
Signed: _____ Date: _____
Return to: Chair of the WADEN Organization

For further information, see the WADEN website at
<http://www.uwex.edu/disted/waden/>