

# Application For A Friendly Exchange Relationship\*

City Clerk's Office  
City Hall, Room 205  
200 E. Wells Street

Milwaukee, WI 53202 PH: (414) 286-2221 WEB: [www.milwaukee.gov/sistercities](http://www.milwaukee.gov/sistercities)



## APPLICATION ORGANIZATION

Name: Alliance Française de Milwaukee

Mailing Address: 1800 E. Capitol Drive; Milwaukee, WI 53211

Website: <https://www.afmilwaukee.org/>

## PERSON IN CHARGE OF ORGANIZATION FOR MILWAUKEE

Name: Anne Leplae

Phone: 414-431-0952

Mailing Address: 1800 E. Capitol Drive; Milwaukee, WI 53211

Email: [AnneL@AFMilwaukee.org](mailto:AnneL@AFMilwaukee.org)

## PROPOSED FRIENDLY EXCHANGE CITY

Name: Chasse-sur-Rhône

Country: France

Population: 6,700

## PERSON IN CHARGE OF ORGANIZATION FOR FRIENDLY EXCHANGE CITY

Name: Galileo MONNET-MARTIN

Phone: 0033 6 16 82 01 96

Mailing Address : Hotel de Ville – Place Jean-Jaurès – 38670  
Chasse sur Rhône - FRANCE

Email: [galileo.monnetmartin@chasse-sur-rhone.fr](mailto:galileo.monnetmartin@chasse-sur-rhone.fr)

## Please attach the following information

### Information about the friendly exchange city:

- Demographics
- Geographic description
- Historical background
- Governmental structure
- Educational system
- Areas of mutual interest and involvement between Milwaukee and the friendly exchange city in the areas of culture and business
- Details of communication and consultation with the friendly exchange city regarding the existing relationship
- Information regarding the local organizational structure in the friendly exchange city that supports the relationship including number of members, their professional and business background, names and contact information

### Information about the applicant organization:

- Organizational status (e.g. 501c-3). List Board of Directors and attach bylaws
- Number of members and their professional and business background
- Goals of the organization regarding the friendly exchange city relationship
- Current activities of the organization in relation to the friendly exchange city
- Methods the organization uses to meet the goals of the friendly exchange city relationship
- Financial base of the organization and funds available to support the friendly exchange city relationship
- Evidence of local community support for the friendly exchange city relationship, including additional financial support and interest

## Information about the friendly exchange city: Chasse-sur-Rhône, France

### Demographics

Chasse-sur-Rhône is a small municipality located in the Isère department in the Auvergne-Rhône-Alpes region of southeastern France. As of recent data, the population is estimated at around **6,700 inhabitants**. The area is characterized by a mix of residential and industrial zones, with a growing suburban population due to its proximity to larger urban centers like Lyon and Vienne.

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### Geographic Description

- **Location:** Chasse-sur-Rhône is situated along the Rhône River, about 30 kilometers south of Lyon (the third largest city in France) and 10 kilometers north of Vienne.
  - **Landscape:** The municipality features a mix of flat plains along the Rhône and gently rolling hills. It is part of the larger Lyon metropolitan area.
  - **Climate:** The region has a temperate climate with warm summers and cool winters, typical of the Rhône valley.
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### Historical Background

- **Ancient Times:** The area has been inhabited since Roman times, as evidenced by archaeological finds and its proximity to the ancient Roman city of Vienne.
  - **Medieval Period:** One of the most notable historical landmarks in Chasse-sur-Rhône was the **Chapelle Saint-Martin**, originally built in the 15th century. This chapel, initially located in the village of Chasse-sur-Rhône, was dismantled stone by stone in 1927 and transported to the United States. It was first reconstructed on Long Island, New York, before being gifted to Marquette University in Milwaukee, Wisconsin. After its reconstruction on campus, it was renamed the **Saint Joan of Arc Chapel** and dedicated to Joan of Arc in 1966. => [https://en.wikipedia.org/wiki/St.\\_Joan\\_of\\_Arc\\_Chapel](https://en.wikipedia.org/wiki/St._Joan_of_Arc_Chapel)
  - **Industrial Revolution:** Chasse-sur-Rhône developed significantly during the 19th and 20th centuries, becoming an important industrial hub, particularly for textiles and metallurgy.
  - **Modern Era:** The municipality has evolved into a residential and industrial suburb of Lyon, with ongoing urban development and infrastructure projects.
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### Governmental Structure

- **Local Government:** Chasse-sur-Rhône is governed by a municipal council (conseil municipal) led by a mayor (maire). The council is responsible for local administration, public services, and urban planning.
  - **Administrative Division:** It is part of the Arrondissement of Vienne and the Canton of Vienne-2.
  - **Regional Context:** The municipality falls under the administrative and political jurisdiction of the Auvergne-Rhône-Alpes region and the Isère department.
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## Educational System

- **Primary and Secondary Education:** Chasse-sur-Rhône has several public primary schools (3/11yo). High school students typically attend lycées in nearby Vienne or Lyon.
- **Higher Education:** While there are no universities in Chasse-sur-Rhône itself, students have access to higher education institutions in Lyon and Grenoble.

## Areas of Mutual Interest and Involvement Between Milwaukee and Chasse-sur-Rhône

Given the strong historical and heritage ties between the cities of Chasse-sur-Rhône and Milwaukee—particularly through their shared connection to the **Chapelle Saint-Martin / Saint Joan of Arc Chapel**—both cities are committed to fostering cooperation and exchanges in the following areas:

- **Culture:** Promoting shared heritage, especially around the chapel, and organizing joint cultural events (e.g., concerts, exhibitions). Access to Micro-folie, a project created by the French Ministry of Culture giving digital access to thousands of museum pieces: <https://youtu.be/yLxzt0ITa5c?feature=shared>
- **Social Cohesion:** Encouraging intergenerational exchanges and community engagement.
- **Education and Professional Training:** Facilitating school partnerships, language learning (French and English), and vocational exchanges.
- **Youth Exchanges:** Supporting socio-cultural and linguistic projects for young people.
- **Sports:** Organizing summer camps and athletic exchanges.
- **Language Learning:** Enhancing French and American language education through immersion programs.
- **Associative Projects:** Supporting initiatives led by local associations in both cities

### *Specific Examples of Cooperation:*

- **Cultural Exchanges:** Collaborations between the **Marquette University Big Band** (Milwaukee) and **Jazz à Vienne** or local music schools in Chasse-sur-Rhône.
- **Educational Partnerships:** Exchanges between **Pierre Bouchard School** (Chasse-sur-Rhône) and French immersion schools in Milwaukee.
- **Tourism and Heritage:** Mutual promotion of cultural and historical sites, including the chapel, in tourism programs.
- **Student Mobility:** Welcoming university students for international exchanges.
- **Sports Exchanges:** Organizing summer sports camps for youth from both cities.

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## Details of Communication and Consultation

The friendship agreement between the two cities is designed to be **long-term and open-ended**, with a focus on:

- **Regular Consultation:** Each city's municipal council will designate an official body responsible for the partnership.
- **Joint Planning:** This body will define common objectives, facilitate local actor networking, monitor shared projects, and promote cultural exchanges.
- **Financial Support:** Both cities commit to contributing to the financing of activities and meetings, within their respective budgets.

### *Communication Channels:*

- **Official Meetings:** Regular virtual or in-person meetings between designated representatives.
  - **Project Updates:** Shared progress reports and collaborative planning sessions.
  - **Community Engagement:** Involving citizens, schools, and associations in the development and promotion of initiatives.
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### **Local Organizational Structure in Chasse-sur-Rhône**

The partnership is overseen by a **dedicated municipal team** in Chasse-sur-Rhône, responsible for:

- **Coordinating Activities:** Aligning projects with the goals of the friendship charter.
- **Stakeholder Engagement:** Connecting local associations, schools, and cultural organizations with their counterparts in Milwaukee.
- **Promotion and Outreach:** Raising awareness of exchange opportunities and fostering mutual understanding.

### *Key Stakeholders:*

- **Municipal Representatives:** Elected officials and staff from Chasse-sur-Rhône's city council.
- **Educational Institutions:** Pierre Bouchard School, local high schools, and vocational training centers.
- **Cultural Associations:** MJC-EM (Maison des Jeunes et de la Culture), Jazz à Vienne, and heritage preservation groups.
- **Sports Clubs:** Local teams and organizations interested in international exchanges.

### *Professional Backgrounds:*

- **Elected Officials:** Mayors, deputy mayors, and council members.
- **Educators:** Teachers, school administrators, and language instructors.
- **Cultural and Sports Professionals:** Musicians, event organizers, and coaches.
- **Association Leaders:** Volunteers and professionals from non-profits focused on youth, culture, and heritage.

### *Friendly Exchange Project Team:*

Mayor Christophe Bouvier, Mayor, Ville de Chasse-sur-Rhône

[christophe.bouvier@chasse-sur-rhone.fr](mailto:christophe.bouvier@chasse-sur-rhone.fr)

Damien Gomez, Project Leader, Directeur du Service Culture, Ville de Chasse-sur-Rhône

[culture@chasse-sur-rhone.fr](mailto:culture@chasse-sur-rhone.fr)

Gaëlle Egidio, Secrétaire Service Culture, Médiatrice Micro-Folie, Ville de Chasse-sur-Rhône

[secretariat.culture@chasse-sur-rhone.fr](mailto:secretariat.culture@chasse-sur-rhone.fr)

Galileo Monnet Martin, Chargé de Mission, Démocratie Participative, Ville de Chasse-sur-Rhône

[galileo.monnetmartin@chasse-sur-rhone.fr](mailto:galileo.monnetmartin@chasse-sur-rhone.fr)

The Friendly Exchange project team will be in Milwaukee October 27 – 29, 2025 with a group of 12 high school students, videographers, and chaperones.

## Information about the applicant organization: Alliance Française de Milwaukee

### Organizational Information

The Alliance Française de Milwaukee was founded in 1918 as a social club on the campus of what is now UW-Milwaukee. It became incorporated in 1992 as a locally run and funded 501 (c ) (3) non-profit organization.

The mission of the Alliance Française de Milwaukee is to promote, share, and enjoy the culture, language, and friendship of the French-speaking world.

We are part of the international Alliance Française network, the largest network of French language and cultural centers in the world. Over 1000 chapters worldwide are present in 137 countries including over 100 chapters in the U.S. alone.

### Bylaws are attached

### 2025 - 2026 Board of Directors

- Michael Crichton – *President : Shoreline Real Estate*
- David Harvey – *Treasurer : Past Director, Sigma-Aldrich Corporation*
- Liz Haas – *Secretary : Community Volunteer*
- Nicole Allard : *Managing Director, SVN-Hintze Commercial Real Estate*
- Steve Allen : *Attorney, Husch Blackwell*
- Cheryl Bennett : *Director of HR, Outreach Community Health Centers*
- Bernard Clément : *Product Management Healthy Building, Johnson Controls*
- John Gaebler : *Attorney, Retired*
- Henry Herzing : *Chancellor, Herzing University*
- Betsy Rowbottom : *VP, Business Development at Cornerstone RPO*
- Claude Scher : *Senior Project Manager, Veolia North America*
- Julie Steinhafel : *Community Volunteer*
- Mary O'Hara Stacy : *Writer*
- Lee Wolcott : *Attorney, Provident Investors*

### Staff

- Anne Leplae - *Executive Director*
- Annika de Vogel – *Event & Marketing Coordinator*
- Arnaud Koppe - *French Language Center Director*
- Cara Fitzgerald – *French Language Center Assistant*

### Activities:

*Language Center* - Renowned for its teaching, our school has offered the highest quality French instruction for over 25 years to over 600 students each year in Wisconsin. The school has 15 teachers representing seven countries: Canada, France, Jordan,

Luxembourg, Senegal, Switzerland, and the US. We now offer both in-person and online classes.

*Cultural Center* - A wide variety of cultural events throughout the year offer members and students a dynamic collection of enlightening, inspiring, and enriching experiences and a comprehensive look at Francophone culture. We have a major presence in Milwaukee's Bastille Days which attracts over 200,000 visitors every July and is the largest Bastille festival in North America.

*Resource Center* - An expansive collection of quality materials, including access to an e-library, that are enlightening and accessible to everyone.

*Outreach* - Offering French programs in the community for children who would not otherwise have access to learning a foreign language, including an ongoing partnership with Milwaukee Public Schools and other schools in the Milwaukee area. We have also been hosting a weekly show on 104.1 FM Riverwest Radio since 2016.

- 650 Members
- 200 Volunteers
- 7,000 People receiving our newsletter
- 2,600 Facebook followers
- 500 Instagram followers
- 50 Interviews yearly on Rive Gauche, our weekly radio show

### **Goals of the organization regarding the friendly exchange city relationship**

Milwaukee & Wisconsin have deep connections with France, Canada, and Francophone countries however there still no friendly or sister city relationships with French-speaking cities.

The first Europeans to set foot in Wisconsin and to draw maps of the region were French. They printed the native American name for the state as "Ouisconsin", it was only changed to "Wisconsin" in 1820. In 1846, Solomon Juneau, a French Canadian and the "Founder of Milwaukee," became the city's first mayor. Today there is a growing French-speaking immigrant population in Milwaukee and Wisconsin.

Additionally, Chasse-sur-Rhône and Milwaukee are connected through the Joan of Arc Chapel on Marquette University campus. The chapel is the oldest structure in the city, state, and even hemisphere still used for its original purpose. The chapel was originally built in Chasse-sur-Rhône in 1420, it was transported to Long Island in 1927, and to Milwaukee in 1966. With this interesting connection, it seems only natural to create a friendly exchange relationship between our two cities.

The friendly exchange city relationship will help us further our mission to promote, share, and enjoy the culture, language, and friendship of the French-speaking world through youth, musical, sports, cultural and other exchanges. Having an established relationship with Chasse-sur-Rhône will give us a natural partner for these exchanges.

## **Current activities & methods of the organization in relation to the friendly exchange city**

The Alliance Française de Milwaukee and members of the municipality of Chasse-sur-Rhône have been meeting virtually since October 2024. Chasse-sur-Rhône Mayor, Mr. Christophe Bouvier, visited Milwaukee unofficially in April 2025. During his visit he met with members of the Alliance Française de Milwaukee, Marquette University, as well as Milwaukee Mayor, Mr. Cavalier Johnson. It was at this time that we decided to pursue a friendly exchange partnership.

We have been preparing the visit of a delegation of 22 people from Chasse-sur-Rhône to Milwaukee October 27 to 29, 2025. The delegation includes 12 high-school students, as well as chaperones, videographers, and Mayor Christophe Bouvier. The delegation will follow the footsteps of the Joan of Arc chapel and plan to record this excursion with a film that we hope to screen in both cities. It is our hope that the film will record the signing of a Memorandum of Understanding by our two mayors during the October 2025 visit.

We plan to explore and share the Micro-folie resources available through this partnership with Alliance Française members and local schools and universities.

## **Financial base of the organization and funds available to support the friendly exchange city relationship**

The Alliance Française de Milwaukee is locally funded and run 501 (c ) (3) organization. Our revenue comes from class tuition and event income as well as donations. This relationship fits into our mission so some activities will be funded by our yearly budget. Additionally, we plan to apply for grants to continue exchanges between our cities.

## **Evidence of local community support for the friendly exchange city relationship, including additional financial support and interest**

In addition to strong involvement by Alliance Française members and staff, we have had extensive cooperation from Marquette University for the visit of the Chasse-sur-Rhône delegation in October 2025. The delegation will be housed in Marquette University dorms during their visit. They will meet with various academics on campus as well as the university president and the chapel priest. Additionally, the French delegation will attend a basketball game and a choir concert. The Alliance Française will host a reception for the group and arrange for the French students to meet students in local schools. We plan to screen the film made during this trip at the UW-Milwaukee Festival of Films in French, as well as on Marquette Campus.

We plan for this visit to be the start of a lasting exchange that will include an increasing number of community members from both of our cities.

BY-LAWS

OF

ALLIANCE FRANCAISE OF MILWAUKEE, INC.  
(A Wisconsin Nonstock Corporation)

Adopted in April 2006

INTRODUCTION  
VARIABLE REFERENCES

Date of Incorporation:

0.01. The fiscal year of the corporation shall end on the last day of May each year (See Section 7.02).

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0.02. Date of annual members' meeting (See Section 2.02):

Second	Friday	May
<hr/>	<hr/>	<hr/>
(Week)	(Day)	(Month)

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0.03. Required notice of members' meeting (See Section 2.05): Not less than ten (10) days.

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0.04. Authorized number of directors (See Section 3.02): minimum of three (3), maximum of twenty five (25).

\*

0.05. Required notice of directors' meetings (See Section 3.05):

- (a) Not less than three (3) days if by mail, and
- (b) Not less than one (1) day if by e-mail, personal delivery, or by announcement at a board meeting or a telephone message.

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\*These spaces are reserved for official notation of future amendments to these sections.

## ARTICLE I. OFFICES

1.01 Principal Office. The corporation may have such principal and other offices, either within or without the State of Wisconsin, as the board of directors may designate or as the affairs of the corporation may require from time to time.

1.02 Registered Office. The address of the registered agent of the corporation required by the Wisconsin Nonstock Corporation Law to be maintained in the State of Wisconsin may be, but need not be, identical with the address of the principal office of the corporation in the State of Wisconsin, and the address of the registered office may be changed from time to time by the board of directors.

## ARTICLE II. MEMBERS

2.01 Qualifications, Term, and Removal. Each chapter shall consist of active members and honorary members. To become an active member, each candidate must pay yearly dues, and be interested in the goals set forth in the articles of incorporation. The board of directors may confer the title of Honorary Member on such distinguished persons who have contributed in a notable way to the development of the French language. Honorary members shall not be required to pay annual dues. The local Diplomatic Representative of France shall be invited to all meetings of the board of directors and to the annual General Meeting, as ex-officio Honorary President.

The members of the organization shall be non-voting members.

Membership dues shall be determined each year by the board of directors.

2.02 Annual Meeting. The annual meeting of the members shall be held in each year on the date set forth in Section 0.02, at the hour designated in the written notice given pursuant to Section 2.05, or at such other time and date within thirty days before or after said date as may be fixed by or under the authority of the board of directors, for the purpose of announcing the members of the board of directors for the upcoming year, providing an annual report of the activities of the organization to interested members, receiving input from the members as to their desires for the advancement of the organization, and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Wisconsin, such meeting shall be held on the next succeeding business day.

2.03 Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by either the President or the board of directors.

2.04 Place of Meeting. The board of directors may designate any place, either within or without the State of Wisconsin, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. A waiver of notice signed by the members may designate any place, within or without the State of Wisconsin, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Wisconsin or such other suitable place in the county of such principal office as may be designated by the person calling such meeting.

## ARTICLE III. BOARD OF DIRECTORS

3.01 General Powers. The business and affairs of the corporation shall be managed by its board of directors.

3.02 Number, Tenure, Qualifications and Election. Board members shall be elected by the current board members at a scheduled board meeting in the month prior to the end of the fiscal year. The number of directors of the corporation shall be as set forth in Section 0.04. Each director shall hold office for two years until his/her successor shall have been elected by the current board of directors, or until his/her prior death, resignation, or removal. A director may be removed from office by a vote of the board of directors at a regularly or specially scheduled board meeting. A director may resign at any time by filing a written resignation with the Secretary of the corporation. Directors must be members of the Alliance Francaise of Milwaukee.

3.03 Regular Meetings. The regularly scheduled meetings of the board of directors shall be scheduled by the President of the board and with a minimum of 4 meetings required during each fiscal year. Decisions regarding the operations of the organization shall be decided by the board of directors with the majority of the board's approval. The board of directors may provide, by resolution, the time and place either within or without the State of Wisconsin, for the holding of additional regular meetings without other notice than such resolution.

3.04 Special Meetings. Special meetings of the board of directors may be called by or at the request of the President, Secretary, or any two directors. The President, Secretary, or directors calling any special meeting of the board of directors may fix any place, either within or without the State of Wisconsin, as the place for holding any special meeting of the board of directors called by them, and if no other place is fixed, the place of meeting shall be the principal office of the corporation in the State of Wisconsin.

3.05 Notice; Waiver. Notice of each meeting of the board of directors (unless otherwise provided in or pursuant to Section 3.03) shall be given to each director (i) by written notice delivered personally or mailed or sent by e-mail to such director at his business address or at such other address as such director shall have designated in writing and filed with the Secretary, or (ii) by announcement at a board meeting or a telephone message to such director, in each case not less than that number of days prior thereto as set forth in Section 0.05. 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 be sent by e-mail, such notice shall be deemed to be delivered when the e-mail is delivered to the transmitting agency. Whenever any notice whatever is required to be given to any director of the corporation under the articles of incorporation or by-laws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects thereto 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 annual, regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

3.06 Quorum. Except as otherwise provided by law or by the articles of incorporation or these by-laws, a majority of the number of directors set forth in Section 0.04 shall constitute a quorum for the transaction of business at any meeting of the board of directors, but a majority of the directors present (though less than such quorum) may adjourn the meeting from time to time without further notice.

3.07 Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by the articles of incorporation or these by-laws.

3.08 Conduct of Meetings. The President, and in his/her absence, a Vice President in the order provided under Section 4.06, and in their absence, any director chosen by the directors present, shall call meetings of the board of directors to order and shall act as Chairman of the meeting. The Secretary of the corporation shall act as secretary of all meetings of the board of directors, but in the absence of the Secretary, the presiding officer may appoint any Assistant Secretary or any director or other person present to act as secretary of the meeting.

3.09 Vacancies. Any vacancy occurring in the board of directors, including a vacancy created by an increase in the number of directors, may be filled at any time by majority vote of the board of directors at a regularly scheduled board meeting,

3.10 Compensation. The board of directors shall serve without compensation.

3.11 Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors or a committee thereof of which he/she is a member at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she files his/her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent 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.

3.12 Unanimous Consent Without Meeting. Any action required or permitted by the articles of incorporation or by-laws or any provision of law to be taken by the board of directors or any committee thereof at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors or members of such committee entitled to vote with respect to such action.

#### ARTICLE IV. OFFICERS

4.01 Number. The principal officers of the corporation shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer, each of whom shall be elected by an absolute majority of the board of directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the board of directors. Any two or more offices may be held by the same person, except the offices of President and Vice President and President and Secretary. The duties of the officers shall be those enumerated herein and any further duties designated by the board of directors. The duties herein specified for particular officers may be transferred to and vested in such other officers as the board of directors shall elect or appoint, from time to time and for such periods or without limitation as to time as the Board shall order.

4.02 Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at a meeting of the board of directors scheduled within the last month of the fiscal year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his/her successor shall have been duly elected or until his/her prior death, resignation or removal.

4.03 Removal. Any board member or officer or agent may be removed by the board of directors whenever in its judgment the best interests of the corporation 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 of itself create contract rights.

4.04 Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

4.05 President. The President shall be the chief executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all of the affairs of the corporation. He/she shall, when present, preside at all meetings of the board of directors. He/she shall have authority, subject to such rules as may be prescribed by the board of directors, to appoint such agents and employees of the corporation as he/she shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He/she shall have authority to sign, execute and acknowledge, on behalf of the corporation, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the corporation's regular affairs, or which shall be authorized by resolution of the board of directors; and except as otherwise provided by law or the board of directors, he/she may authorize any Vice President or other officer or agent of the corporation to sign, execute and acknowledge such documents or instruments in his/her place and stead. In general he/she shall perform all duties incident to the office of the chief executive officer and such other duties as may be prescribed by the board of directors from time to time.

4.06 Vice Presidents. In the absence of the President or in the event of his/her death, inability or refusal to act, or in the event for any reason it shall be impracticable for the President to act personally, the Vice President, or if more than one, the Vice Presidents in the order designated at the time of their election, or in the absence of any such designation, then in the order of their election, shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such duties as from time to time may be assigned to him/her by the President or the board of directors.

4.07 Secretary. The Secretary shall: (a) send invitations and notices to members, prospective members and guests and shall take care of all correspondence as directed by the President; (b) keep the minutes of the meetings of the members and board of directors; (c) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (d) be custodian of the corporate records; and (e) in general perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him/her by the President or by the board of directors.

4.08 Treasurer. The Treasurer shall: (a) have charge and custody and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 5.04; and (c) in general perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him/her by the President or by the board of directors. The Treasurer shall maintain written record of the financial affairs of the corporation.

4.09 Other Assistants and Acting Officers. The board of directors shall have the power to appoint any person to act as assistant to any officer, or as agent for the corporation in his/her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the board of directors shall have the power to perform all the duties of the office to which he/she is so appointed to be assistant, or as

to which he/she is so appointed to act, except as such power may be otherwise defined or restricted by the board of directors.

4.10 Salaries. The officers shall serve without salary.

#### ARTICLE V. CONTRACTS, LOANS, CHECKS AND DEPOSITS

5.01 Contracts. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the corporation, and such authorization may be general or confined to specific instances. In the absence of other designation, all deeds, mortgages and instruments of assignment or pledge made by the corporation shall be executed in the name of the corporation by the President or one of the Vice Presidents; the Secretary or an Assistant Secretary, when necessary or required, shall affix the corporate seal, if any, thereto; and when so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers.

5.02 Loans. No indebtedness for borrowed money shall be contracted on behalf of the corporation and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the board of directors. Such authorization may be general or confined to specific instances.

5.03 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner, including by means of facsimile signatures, as shall from time to time be determined by or under the authority of a resolution of the board of directors.

5.04 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the board of directors.

5.05 Securities and Investments: The Corporation shall not hold nor invest in any securities or investments that are subject to fluctuations in market value unless such securities and investments are held in an endowment account where the specific goal is to achieve growth for the future of the Corporation. All securities donated to the Corporation's operating account(s) will be sold immediately upon donation of such securities or investments.

#### ARTICLE VI. LIABILITY AND INDEMNITY OF OFFICERS AND DIRECTORS

6.01 Liability of Directors. Except as otherwise provided by law, no director shall be liable to the corporation, its members, or any person asserting rights on behalf of the corporation or its members, for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his/her status as a director, unless the person asserting liability proves that the breach or failure to perform constitutes (a) a willful failure to deal fairly with the corporation in connection with the matter in which the director has a material conflict of interest, (b) a violation of criminal law, unless the director had reasonable cause to believe his/her conduct was lawful or no reasonable cause to believe his/her conduct was unlawful, (c) a transaction from which the director derived an improper personal profit, or (d) willful misconduct.

6.02 Indemnity of Directors and Officers. The corporation shall indemnify a director or officer, to the extent he/she has been successful on the merits or otherwise in the defense of any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the corporation or by any other person, for all reasonable expenses, including fees, costs, charges, disbursements and attorney fees, incurred in the proceeding, provided the director or officer was a party because he/she is a director or officer of the corporation, and in all other cases, the corporation shall indemnify a director or officer against liability, including judgments, settlements, penalties, assessment, forfeitures, fines and reasonable expenses, incurred by the director or officer in the proceeding, provided the director or officer was a party because he/she is a director or officer of the corporation, unless the liability was incurred because the director or officer breached or failed to perform a duty he/she owes to the corporation and the breach or failure to perform constitutes (a) a willful failure to deal fairly with the corporation or its members in connection with the matter in interest, (b) a violation of criminal law, unless the director or officer had reasonable cause to believe his/her conduct was lawful or no reasonable cause to believe his/her conduct was unlawful, (c) a transaction from which the director or officer derived an improper personal profit, or (d) willful misconduct.

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 director or officer is not required under this by-law. No indemnification is required under this by-law to the extent the officer or director has previously received indemnification or allowance of expenses from any person, including the corporation, in connection with the same proceeding. Determination of whether indemnification is required under this by-law shall be made by the means provided pursuant to Section 181.043 of the Wisconsin Nonstock Corporation Law.

The corporation, by its Board of Directors, may indemnify in a like manner, or with any limitations, any employee or agent of the corporation who is not a director or officer with respect to any action taken or not taken in his/her capacity as such employee or agent. The foregoing rights of indemnification shall be in addition to all rights to which directors, officers, employees or agents may be entitled as a matter of law, by resolution of the Board of Directors, or by written agreement with the corporation. All terms used in this Section 6.02 for which a definition is provided in Section 181.041 of the Wisconsin Nonstock Corporation law and not otherwise herein defined shall have the meaning set forth in said statute.

6.03 Transactions With the Corporation. No contract or other transaction between the corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his, her or their votes are counted for such purpose, if (a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the contract or transaction is fair and reasonable to the corporation.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

## ARTICLE VII. GENERAL

7.01 Seal. The board of directors may provide for a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation and the words “Corporate Seal, Wisconsin”.

7.02 Fiscal Year. The fiscal year of the corporation shall be as provided in Section 0.01.

## ARTICLE VIII. RELATIONS WITH THE FEDERATION

8.01 The Alliance Francaise of Milwaukee, Inc. shall be affiliated with the Federation of French Alliances in the United States, with its headquarters in Washington D.C.

8.02 Each chapter shall pay the Federation the annual dues required by the Federation’s by-laws, and benefit from the services offered by the Delegation Generale de l’Alliance Francaise located in Washington D.C.

## ARTICLE IX. AMENDMENTS

9.01 By Board of Directors. These by-laws may be altered, amended or repealed and new by-laws may be adopted by the board of directors by affirmative vote of not less than a majority of the board members present or represented at any regularly scheduled meeting of the board of directors at which a quorum is in attendance.

9.02 Implied Amendments. Any action taken or authorized by the board of directors, which would be inconsistent with the by-laws then in effect but is taken or authorized by affirmative vote of not less than the number of board members required to amend the by-laws so that the by-laws would be consistent with such action, shall be given the same effect as though the by-laws had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 09 2000**

ALLIANCE FRANCAISE OF MILWAUKEE INC  
C/O FRANCOISE KNAPP  
3496 N OAKLAND AVE  
MILWAUKEE, WI 53211

Employer Identification Number:

DLN:

17053050796020

Contact Person:

THOMAS E O'BRIEN

ID#

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

January 1993

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

**Steven T. Miller**

Steven T. Miller  
Director, Exempt Organizations