

02/180

**ARTICLES OF ASSOCIATION  
LANCASTER PARENT-TEACHER ORGANIZATION (PTO)**

We, the undersigned, desiring to form a non-profit association do hereby constitute ourselves as a voluntary non-profit unincorporated association in accordance with the provisions of these Articles of Association as set forth below.

**Article 1: NAME**

The name of this association shall be the Lancaster Parent-Teacher Organization, herein also known as the PTO.

**Article 2: PURPOSES**

- (a) The purpose of the PTO shall be:
  - (1) To provide and foster effective communication and active cooperation among the Lancaster schools located within the Nashoba Regional School District (herein also known as NRSD), the parents of students enrolled in the Lancaster schools, and the community of Lancaster, Massachusetts.
  - (2) To encourage parental participation within the Lancaster Schools within the NRSD by encouraging active involvement with the PTO.
  - (3) To promote communication between parents of students enrolled in the Lancaster schools in the NRSD and the teachers in the Lancaster schools in the NRSD.
  - (4) To insure the best quality of education for all students of the Lancaster schools, located within the NRSD, by effectively organizing and implementing events which complement and enhance the classroom experience of the students.
  - (5) To effectively organize and implement fundraising events for the purposes of raising monies to be utilized by the Lancaster PTO for the benefit of the children in the schools within the NRSD at the request of teachers and administrators within the Lancaster schools of the NRSD and at the request of volunteers overseeing the events alluded to in Article 2(a)(4). All requests shall be handled in a manner consistent with the Articles of Association.
  - (6) To provide an environment conducive to fostering suggestions for fundraising events wherein members of the PTO; teachers and administrators of the Lancaster schools in the NRSD; parents of students enrolled in the Lancaster schools of the NRSD; and members of the Lancaster, Massachusetts, community may bring forth ideas to the PTO Board and members at large at monthly meetings set forth yearly according to the school calendar and the current Board.
  
- (b) Notwithstanding any other provisions of these articles, the PTO is organized exclusively for charitable and educational purposes and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code of 1986.

- (c) No part of the activities of the PTO shall promote propaganda or otherwise attempt to influence legislation [except as otherwise provided by Internal Revenue Code section 501(h)] or participate in or intervene in [including the publication or distribution of statements] any political campaign on behalf of any candidate for public office. It is intended that the PTO shall be entitled to exemption from Federal Income Tax under section 501(c) (3) of the Internal Revenue Code and shall not be a private foundation under Section 509(a) of the Internal Revenue Code.
  
- (d) No part of the net earnings of the PTO shall inure to the benefit of any member, trustee, director, officer of the PTO, or any private individual [except that reasonable compensation may be paid for services rendered to or for the PTO]; and no member, trustee, director, officer of the PTO, or any private individual shall be entitled to share in the distribution of any of the PTO's assets upon dissolution of the PTO.

### **Article 3: OFFICE AND DURATION**

- (a) The principal office of the PTO shall be located in the town of Lancaster, Worcester County, in the Commonwealth of Massachusetts.
  
- (b) The duration of the PTO shall be indefinite. The death, removal, or resignation of any member of the PTO shall not result in the dissolution of the PTO.

### **Article 4: GENERAL POWERS**

The PTO, through its Board of Directors, shall have the power to own, accept, acquire, and dispose of property and to obtain, invest, and retain funds in advancing the purposes stated in Article 2 above. The PTO shall have the power to do any lawful acts or things reasonably necessary or desirable for carrying out the PTO's purposes and for protecting the lawful rights and interest of its members in connection therewith.

### **Article 5: MEMBERSHIP AND DUES**

- (a) Eligibility: Membership in the Lancaster PTO shall be open to all of the following who agree to abide by and be bound by the Articles of Association of the Lancaster PTO:
  - (1) Position: Any current administrative, faculty or staff member of the Lancaster schools, located within the NRSD, shall be eligible for membership, regardless of the person's residence.
  
  - (2) Residence: Any resident of Lancaster, Massachusetts, with a sincere interest in furthering the Lancaster PTO's purposes as stated in Article 2 above shall be eligible for membership, regardless of whether the person has children currently enrolled in the Lancaster schools within the NRSD.
  
  - (3) Attending: Any parent or guardian of a student currently enrolled in the Lancaster schools within the NRSD shall be eligible for membership, regardless of the person's residence.

(b) Membership:

- (1) Any eligible person as so defined in Article 5(a) may be enrolled as an active member with full voting rights as outlined in Article 5(d) for a period of one year upon payment of the Lancaster PTO's annual dues to the Treasurer no later than October 31<sup>st</sup> of the current school year. Active members from the previous school year who express their intentions to renew membership in the Lancaster PTO will continue to have voting rights up to and through October 30<sup>th</sup> of the current school year. After October 31<sup>st</sup> of the current school year only persons who thereafter become eligible under Article 5(b) and Article 5(c) may be enrolled and only upon payment of the annual dues to the Treasurer.
  - (2) A member may terminate his or her membership during a school year by giving written notice thereof to any Board member. Termination shall be effective upon receipt of the notice. Thereafter, a terminated membership may only be renewed in the following school year. No portion of the member's dues will be refunded upon termination.
  - (3) Any member who has not paid to renew his or her membership by October 31<sup>st</sup> of the current school year will have membership automatically terminated. Membership will be reinstated the following school year upon payment of dues to the Treasurer by October 31<sup>st</sup>.
  - (4) Any member of the PTO may have membership terminated for just cause upon a two-thirds vote of the entire Board of Directors of the PTO. Thirty days written notice shall be given to the member by registered mail to the last known address as shown on the records of the PTO. The member shall have the right of appeal before the Board of Directors of the PTO.
  - (5) The Board of Directors may at any time bring before the membership a vote to consider bestowing membership privileges upon an individual after the October 31<sup>st</sup> deadline [who must submit payment of dues to the Treasurer upon an affirmative vote of the membership and who will then be eligible for membership as outlined in Article 5(b)(1) and have the rights of a member as outlined in Article 5(d)], for the following reasons:
    - i. An individual who has moved into the town after the October 31<sup>st</sup> deadline
    - ii. An individual who has become a member of the administration, faculty or staff of the Lancaster schools in the NRSD after the October 31<sup>st</sup> deadline
    - iii. A parent or guardian whose child has enrolled as a student in the Lancaster schools of the NRSD after the October 31<sup>st</sup> deadline
- (c) Membership Dues: At a meeting every June, the Lancaster PTO membership will set the amount of the annual dues for the following school year by majority vote of those present or otherwise exercising their voting rights in the manner set forth in Article 5(d). In the event the annual dues for the following school year fail to be set in June, then the previously set annual dues shall continue and control. The last annual dues set and currently in effect shall be attached as a schedule to the official copies of the Articles of Association.
- (d) Rights of Members: An active member of the Lancaster PTO has the right to attend meetings of the Lancaster PTO; to speak upon being recognized; to serve as chairs for the Lancaster PTO

subcommittees if appointed; to stand for an Office position on the Board of Directors; to make motions; and to exercise his or her right to vote on any matter that is put to a vote in any one of the following ways:

- (1) In person: each active regular member as or previously defined may vote on any motions made at any meeting of the membership at which the member is present; or
  - (2) By ballot: members may vote by signed ballot on any matter designated by the Board of Directors as appropriate for ballot voting. Upon designating a matter as appropriate for ballot voting, the Board will set a deadline by which all ballots must be received, either by mail or hand delivery to either the Lancaster PTO Box in the Offices of the Principals of any of the Lancaster schools in the NRSD; or
  - (3) By proxy: members may authorize another active member to exercise his or her voting rights at any meeting of the Lancaster PTO by furnishing a signed, written, authorization mailed or hand delivered to any member of the Board of Directors fourteen calendar days before it is to be effective, but the exercise of voting rights by proxy must be renewed in writing for each successive meeting of the Lancaster PTO in which it is desired to be continued in effect. Revocation of a proxy must be done in person at a meeting of the Lancaster PTO.
  - (4) Officer vote: The Board of Directors shall be authorized to vote for any request for monies under the amount of \$200.00 without bringing the request to a meeting for membership vote. In the event that such a vote is made, the Board will give a statement of action at the next PTO meeting for purposes of letting the membership at large know and for being put into the accounting minutes of the next PTO meeting.
- (e) All members, non-members, volunteers, and agents providing services that will be in direct contact with the children of the Lancaster NRSD, must abide by any state, NRSD, and Lancaster PTO regulations and protocol for background checks upon individuals.

#### Article 6: MANAGEMENT

- (a) The management and government of the affairs of the PTO shall be vested in a Board of Directors, herein and previously also known as the Board, which shall consist of elected officers of the Lancaster PTO.
- (1) Elections: At the meeting in May of every year, members of the Lancaster PTO may submit a verbal or written nomination for a particular Office Position of the Board of Directors. All nominees must be current PTO members. Motions for each individual nomination must be made and approved by the members in attendance at the May meeting. Each individual nomination must then be voted upon wherein only affirmative majority votes will elect an individual to an Office Position.
  - (2) The elected Board of Directors will serve one term from August 1<sup>st</sup> to July 31<sup>st</sup>. To continue in an Office Position of the Board for the following year, the individuals must be re-elected by the membership at large as a member in good standing [having renewed his or her membership by October 31<sup>st</sup> of the new school year] as outlined in Article 6(a)(1). In the event that a board

position is vacant as of August 1<sup>st</sup>, the Board of Directors will select, by majority vote, a member to serve as interim board member(s) until a nominee is appointed at an upcoming regular meeting. At no time shall one member serve in the capacity of two board positions.

- (3) The Board of Directors will consist of a minimum of but not limited to: one Teacher Co-President, one Parent Co-President, one Vice-President, one Treasurer, and one Secretary.
- (4) The principals of the Lancaster schools in the NRSB shall be considered ex-officio members of the Board. They shall act as mediators in the event that mediation is necessary among the officers of the Board of Directors; between the Board and a member of the faculty or staff of the Lancaster schools in the NRSB; or between the Board of Directors and a parent Lancaster PTO member. As mediators, the principals will act as a neutral third party to help the above parties come to a resolution of their issues. At no time shall any principal decision become binding action unless voted upon and approved by the membership at large at a Lancaster PTO meeting. All resolutions must correspond and fall under the Lancaster PTO's Articles of Association.
- (5) The duties of the Board of Directors will consist of the following:
  - i. Parent Co-President: Presides over all meetings of the Lancaster PTO; is an Ex-officio member of all committees; appoints special committees; coordinates the work of the officers and the committees in order that the objectives and work of the organization may be promoted.
  - ii. Teacher Co-President: Reports back to the Lancaster schools' faculty and staff about the work of the Lancaster PTO, most notably upcoming events and decisions about teacher requests, and organizes faculty and staff help when needed.
  - iii. Vice-President: Assists the President as necessary with the Presidential duties outlined in Article 6(5)(i); presides over meetings of the Lancaster PTO when the President is unable to attend; and takes an accurate record of the minutes of the any Lancaster PTO meeting which the Secretary is unable to attend.
  - iv. Secretary: Assists the President as necessary with the Presidential duties outlined in Article 6(5)(i); prepares the agendas for the Lancaster PTO meetings; takes an accurate record of the minutes of all Lancaster PTO meetings; posts the minutes on the Lancaster PTO website; keeps a supply of the forms which may be needed to be completed at Lancaster PTO meetings; obtains "End of Event Reports" from all committees and keeps files for future committees to refer to; emails Lancaster PTO event updates and Lancaster PTO meeting reminders to the Lancaster PTO membership; posts the agenda for upcoming Lancaster PTO meetings at the Lancaster Town Hall at least 48 hours before the upcoming meeting; keeps the membership, CORI members, and volunteer lists updated.
  - v. Treasurer: Assists the President as necessary with the Presidential duties outlined in Article 6(5)(i); prepares the "financial standing" treasurer's report for each month's Lancaster PTO meeting; records all financial data of the Lancaster PTO, keeps the PTO Manager financials up to date; keeps receipts of all expenditures as well as

canceled checks; manages and balances all checking and savings accounts; arranges for cash boxes and start-up money for all Lancaster PTO fund raisers; has a tax return prepared for the organization; has all necessary financial documentation organized and available for July 31; and files the Not-for-Profit renewal form with the state of Massachusetts.

(b) All Officers of the Board of Directors shall serve without compensation, except for reimbursement of reasonable expenses incurred in connection with their duties on behalf of the Lancaster PTO and approval of the Board of Directors.

(c) The Board of Directors shall establish such Committees (standing or temporary) as may be necessary to affect the Lancaster PTO's purposes as defined in Article 2(a).

(1) Committee chairs must be members of the Lancaster PTO as defined in Article 5(b)(1). Committee chairs shall report to the Board of Directors and give updates as needed to the membership at large at Lancaster PTO meetings.

(2) Committee volunteers need not necessarily be members of the Lancaster PTO, but all volunteers, regardless of membership status, must abide by any state regulations and protocol for background checks upon individuals.

(3) In the event that a cash box is needed for a Lancaster PTO event, the committee chair shall ask the Treasurer to provide the cash box with a specified amount. All outgoing cash must be counted and signed off by a minimum of two parties, one being the Treasurer, or in absence of the Treasurer, another officer of the Board of Directors, and the second being the person receiving the cash. At the end of a Lancaster PTO event, all monies in the cash box must be counted and signed off by a minimum of two people, both of whom shall be members of the Lancaster PTO as defined in Article 5(b)(1). All monies must make its way back to an officer of the Board who shall deposit the cash into the Lancaster PTO bank account. In the event that the money cannot be deposited immediately, the cash box shall be locked in one of the offices of the principals of the Lancaster schools in the NRSD until such time as a deposit can be made.

(d) The Lancaster PTO shall hold such meetings as specified below:

(1) The Lancaster PTO will meet monthly during the school calendar year from September through June. In September of the current school year, the Board of Directors shall establish the day, week, and time of meeting.

(2) The meetings of the Lancaster PTO shall occur at the Lancaster schools in the NRSD. The Board of Directors shall set the place of meeting in September of the current school year.

(3) Requests: Administrative, faculty and staff members of the Lancaster schools in the NRSD and Lancaster PTO committee chairs must submit request forms to the Board for any monies being requested. All requests in excess of \$200.00 must be brought forth at a Lancaster PTO meeting before the monies are needed and voted upon and approved by the membership at large.

- (4) All meetings shall be conducted according to Robert's Rules, and all meetings shall follow Massachusetts State Open Meeting Laws.

**Article 7: INDEMNIFICATION/LIMITATIONS/OTHER PROVISIONS**

- (a) The PTO shall, to the extent legally permissible and only to the extent that the status of the PTO's exemption under Section 501(c)(3) of the Internal Revenue Code is not effected thereby, indemnify each of its directors, officers, and other agents (including person who serve at the Lancaster PTO's request as directors, officers or other agents of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise, or as fines and penalties, and council fees, reasonable incurred by him/her in connection with the defense or disposition of any action, suit, or other proceedings, whether civil or criminal, in which he/she may be involved or with which he/she may be threatened, while in office, or thereafter, by reason of his/her having been such a director, officer, or agent, except with respect to any matter as to which he/she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his/her action was in the best interest of the Lancaster PTO; provided, however, that as to any matter disposed of by a compromise payment by such directors, officers, or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the Lancaster PTO, after notice that it involves such indemnification:
- (1) By a disinterested majority of the directors then in office, or
  - (2) By a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director, officer or agent appears to have acted in good faith in the reasonable belief that his/her action was in the best interests of the Lancaster PTO, or
  - (3) By a majority of the disinterested members entitled to vote. Expenses including counsel fees, reasonably incurred by any such director, officer or agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Lancaster PTO in advance to the final disposition thereof upon receipt of undertaking by such individual to repay the amounts so paid to the Lancaster PTO if he/she shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws. The right of indemnification hereby provided, shall not be exclusive of or affect any other rights to which any director, officer or agent may be entitled. As used in Article 7, the terms "directors", "officers" and "agents" include their respective heirs, executors, and administrators, and an "interested" director is one against whom is such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.
- (b) No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud, any director, officer or member of the Lancaster PTO individually, or any individual having any interest in any concern in which any such directors, officers, members of individuals have any interest, may be a party to, or may be pecuniarily or otherwise interested in, any contract, transaction or other act of the Lancaster PTO, and
- (1) Such contract, transaction, or act shall not be in any way invalidated or otherwise affected by that fact, and

- (2) No such director, officer, member or individual shall be liable to account to the Lancaster PTO for any profit or benefit realized through any such contract, transaction or act.

The term "interest" including personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern; the term "concern" meaning any cooperation, association, trust, partnership, firm, person, or other entity other than this organization.

- (c) No part of the assets of the Lancaster PTO and no part of any net earnings of the Lancaster PTO shall be divided among or inure to the benefit of any member, trustee, director, or officer of the Lancaster PTO or any private individual [except that reasonable compensation may be paid for services rendered to or for the Lancaster PTO] or be appropriated for any purposes other than the purpose of the Lancaster PTO as herein set forth; and no member, trustee, director or officer shall be entitled to share in the distribution of any of the Lancaster PTO's assets upon dissolution of the Lancaster PTO.
- (d) Upon the liquidation or dissolution of the Lancaster PTO, after payment of all of the liabilities of the Lancaster PTO or due provisions thereof, all of the assets of the Lancaster PTO shall be distributed to one or more organizations located in Lancaster, Massachusetts, whose exempt purposes are comparable to those of the Lancaster PTO and which qualify for exemption within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future Federal tax code, or if such organization does not exist, all the assets of the Lancaster PTO shall be distributed to the Federal Government or to a State or Local Government for public purpose.
- (e) All references herein to the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1986, as now in force or thereafter amended.
- (f) To the extent permitted by law, no officer or director of the Lancaster PTO shall be personally liable to the Lancaster PTO or its members for monetary damages for breach of fiduciary duty as a trustee, officer or director notwithstanding any provisions of law imposing such liability, provided that the foregoing shall not eliminate or limit the liability of a trustee, officer or director;
  - (1) For any breach of such officer's or director's duty of loyalty to the Lancaster PTO or its members, or
  - (2) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or
  - (3) For any transaction from which such officer or director derived an improper personal benefit.

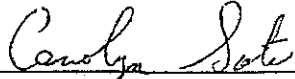
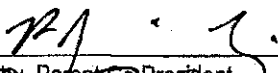
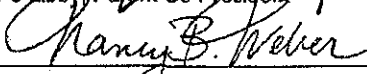
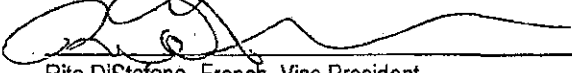


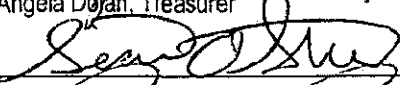
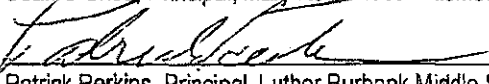


**Article 8: AMENDMENT/DISSOLUTION**

- (a) These Articles of Association, incorporated herein by reference, may be amended from time to time by a two-thirds majority vote [in person, by mail, or by proxy] of the members in good standing as of such date of proposed amendment; provided, however, that no amendment shall be made that would adversely affect the Lancaster PTO's status as a Section 501(c)(3) organization.
- (b) The Lancaster PTO may be dissolved in the same manner as outlined above in Article 8(a), except that a vote to dissolve shall be by a three-fourths majority vote.

**Article 9: APPROVAL OF ARTICLES**

These Articles of Association shall be come binding and effective when they are duly accepted and signed by all of the officers of the current Board of Directors of the Lancaster PTO upon the vote and approval of two-thirds majority of the membership at large.

 Carolyn Soto, Parent Co-President	<u>12/07/2011</u> Date
 PJ Libby, Parent Co-President	<u>12/7/2011</u> Date
 Nancy Weber, Teacher President	<u>12/7/2011</u> Date
 Rita DiStefano- French, Vice President	<u>12/7/11</u> Date
 Kim Follansbee, Secretary	<u>12/7/2011</u> Date
 Angela Dolan, Treasurer	<u>12/7/11</u> Date
 Sean O'Shea, Principal, Mary Rowlandson Elementary School	<u>12/7/11</u> Date
 Patrick Perkins, Principal, Luther Burbank Middle School	<u>12/7/11</u> Date

Original Articles of Association and Amendments to the Articles of Association were signed by the following:

**Signed on October 1, 1988:**

Anne Lancelotta  
Patricia Frommer  
Dianne Rockwell  
Margaret Burgoyne  
Susei M. Goguen  
Cynthia Wing

**Signed on June 6, 2000:**

Jean Rubin  
Heather Kenney  
Bonnie Dellana  
Patty Angevine  
Kelly Lane  
Patricia Linenkemper  
Mary Colombo

The Lancaster PTO will retain copies of the original and modified Articles of Association.