

ARTICLES OF ASSOCIATION

LANCASTER PARENT-TEACHER ORGANIZATION

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 (the "PTO").

ARTICLE 2. - PURPOSES

(a) The purpose of the PTO shall be:

- (1) To provide and foster effective communication and active cooperation between the Lancaster School's located within the Nashoba Regional School District, parents, and the community of Lancaster, Massachusetts.
- (2) To encourage parental participation within the Lancaster Schools within the Nashoba Regional School District.
- (3) To promote communication between parents and teachers.
- (4) To insure the best quality of education for all students of the Lancaster Schools, located within the Nashoba Regional School District.

(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 be carrying on propaganda, or otherwise attempting, to influence legislation [except as otherwise provided by Internal Revenue Code section 501 (h)], or participating in, or intervening 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, officer 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, and 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 interests of its members in connection therewith.

ARTICLE 5. MEMBERS AND DUES

(a) **Eligibility.** The categories of membership are as follows:

- (1) **Position:** Any person currently a staff member of the Lancaster Schools, within the Nashoba Regional School District, shall be eligible for membership regardless of the person's residence.
- (2) **Residence:** Any resident of Lancaster who is interested in furthering the PTO's exempt purposes shall be eligible for membership regardless of whether the person has children currently enrolled in the Lancaster School's, within the Nashoba Regional School District.
- (3) **Attending:** Any person who resides in another town other than Lancaster, with a child currently enrolled in the Lancaster Schools within the Nashoba Regional School District, who attends as a school choice student, shall be eligible for membership.

(b) **Membership.** Any person in either of the categories in (a) above shall become members upon agreement to be bound by these Articles of Association and the By-Laws of the PTO and upon payment of membership dues and shall remain a member in good standing for the period of such dues payment.

(c) **Termination of membership.** Membership may be terminated for the following reasons:

- (1) Upon an expression of a desire to terminate membership by the member.
- (2) Any member who had not paid dues by January 1 of each fiscal year will have membership automatically terminated. Membership will be reinstated upon payment of outstanding dues.
- (3) 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 the PTO.

(d) **Voting.** Voting by the membership shall be accomplished by one of the two following methods:

- (1) **In person / mail ballots:** Each active regular member as previously defined may vote at any meeting of the membership at which the member is present. Each active member may also cast one vote on any mail ballot of the regular membership of the PTO. Mail ballots will have a pre-determined deadline for return.
- (2) **Proxy Vote:** A member may authorize other persons to act for such member by proxy signed by the member.
- (3) **Officer Vote:** The Board shall be authorized to vote for any request for monies under the amount of \$200.00, without bringing the request to the meeting for a membership vote.

(e) **Dues:** The annual dues of each member shall be in the amount of \$5.00 for individual, \$7.00 for family, payable annually, on or before December 31.

ARTICLE 6. MANAGEMENT

- (a) The management and government of the affairs of the PTO shall be vested in a Board of Directors, which shall consist of the five elected officers of the PTO.
- (b) The five elected Officers of the PTO shall be: Co-President (Teacher), Co-President (Parent), Vice-President, Treasurer, Secretary. (Middle & Memorial School Principals shall be on Boards, as mediators)

- (c) The qualifications for office, election, duties, removal, and replacement of any removed officer are specified in the By-Laws.
- (d) All Directors and Officers shall serve without compensation except for reimbursement of reasonable expenses incurred in connection with their duties on behalf of the PTO and approval of the Board.
- (e) The Board of Directors shall establish such Committees (standing or temporary) as may be necessary to effect the PTO's purposes.
- (f) The PTO shall hold such meetings as are specified in the By-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 persons who serve at its 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 being or 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 PTO; provided, however, that as to any matter disposed of by a compromise payment by such directors, officer, 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 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 PTO; or
- (3) By a majority of the disinterested members entitled to vote. Expenses including counsel fees, reasonably incurred by any such director, officer, trustee 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 PTO in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so

paid to the 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 this paragraph, the terms "Directors", "Officers". And "Agent" include their respective heirs, executors, administrators, and an "Interested" director is one against whom in 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 PTO individually, or any individual having any interest in any concern in which any such directors, officers, members, or 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 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 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 PTO and no part of any net earnings of the PTO shall be divided among or inure to the benefit of any member, trustee, director or officer of the PTO or any private individual (except that reasonable compensation may be paid for services rendered to or for the PTO), or be appropriated for any purposes other than the purpose of the PTO as herein set forth; and no member, trustee, director or officer shall be entitled to share in the distribution of any of the PTO's assets upon dissolution of the PTO.

(d) No part of the activities of the PTO shall be or include the carrying on of propaganda or otherwise attempting to influence legislation or participation in or intervening in (including the publishing or distributing 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.

(e) Upon the liquidation or dissolution of the PTO, after payment of all of the liabilities of the PTO, or due provisions thereof, all of the assets of the PTO shall be distributed for one or more organizations located in Lancaster, Massachusetts whose exempt purposes are

comparable to those of the 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 an organization or organizations does not exist, all the assets of the PTO shall be distributed to the Federal Government, or to a State or Local Government, for public purpose.

(f) 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.

(g) To the extent permitted by law, no officer, or director of the PTO shall be personally liable to the 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:

- (i) For any breach of such officer's or director's duty of loyalty to the PTO or its members,
- (ii) For acts or omissions not in good faith or which involve international misconduct or a knowing violation of law, or
- (iii) For any transaction from which such officer or director derived an improper personal benefit.

No amendment or repeal of this provision shall adversely affect the rights and protection afforded to an officer or director of the PTO under this provision for acts or omissions, occurring while this provision is in effect.

ARTICLE 8. AMENDMENT/DISSOLUTION

(a) These Articles of association and by-Laws, 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 PTO's status as a Section 501 (c) (3) organization.

(b) The PTO may be dissolved in the same manner as outlined above in paragraph (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 become binding and effective when they are duly accepted and signed by all of the initial organizers of the PTO.

Jean Rubin Co-President 6/6/00
Date

Heather Kenney Co-President 6/6/00
Date

Bonnie Dellana Vice President 6/6/00
Date

Patty Angevine Treasurer 6/6/00
Date

Kelly Lane Secretary 6/6/00
Date

Patricia Linenkemper 6/6/00
Date
Principal Memorial School - Patricia Linenkemper
Nashoba Regional School District

Mary H. Colombo 6/6/00
Date
Principal Middle School - Mary Colombo
Nashoba Regional School District

Original By-Laws were written and signed by the following:

Anne Lancelotta	10/01/88
Patricia Frommer	10/01/88
Dianne Rockwell	10/01/88
Margaret Burgoyne	10/01/88
Susei M. Goguen	10/01/88
Cynthia Wing	10/01/88

PTO will retain a copy of both original and modified. A modified copy can be found at the Lancaster Schools, located within the Nashoba Regional School District.