

BY-LAWS
Of
THE LAKE VILLA COMMUNITY CONSOLIDATED SCHOOL DISTRICT #41
PARENT TEACHER ORGANIZATION

Article 1
Purposes

The purposes of the Lake Villa Community Consolidated School District #41 Parent Teacher Organization (District #41"PTO") as stated in its Articles of Incorporation are exclusively for charitable, educational and scientific purposes within the meaning of Section 501 (c) (3) of the Internal Revenue code of 1954 or its corresponding successor section. This shall include but no be limited to:

1. Promoting the welfare of children and youth in the home, school and the community;
2. Bringing into closer relation the home and school so that parents and teachers may cooperate intelligently towards the healthy development of the child; and
3. Developing coordination between educators and the community such that will secure for every child the highest advantages in physical, mental and social education.

Article 2
Members

The membership shall consist of the general public and not be limited by number. The general public shall be eligible for membership providing they have a student attending one of the schools of Lake Villa Community Consolidated School District #41 OR are employed as a teacher, teacher's aide or administrator of same. Membership shall automatically terminate when the requirements for membership are no longer met.

Article 3
Members Rights

Section 1 Property Rights

No part of the net earnings of the corporation shall be allocated to the benefit of, or be distributable to its members, trustees, officers, or other private sector persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered to make payments and distributions in furtherance of the purposes set forth in Articles of Incorporation. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c) (3) of the Internal Revenue code of the United States, or the corresponding section of any future federal tax codes, that are consistent with the purposes set forth in the Articles of Incorporation, or shall be distributed to the federal government, or to a state or local governmental unit, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal

office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Section 2 Voting

Each member, regardless of class, shall not be entitled to vote in any matter except election of Officers.

Article 4 **Board of Trustees**

Section 1 General Powers

The affairs of the PTO shall be managed by its Boards of Trustees in such a manner as may be prescribed from time to time by law or by its By-Laws. Hereafter, the Board of Trustees/Trustees may also be interchangeably referred to as the PTO Board Members/Board Members or Officers of the PTO.

Section 2 Election/Terms of Office

The Board of trustees shall be comprised of nine (9) members. The original Board was appointed with five (5) members of the Board appointed for a two-year term and four (4) for a one-year term. At subsequent annual meetings, originating Board members whose term had expired were elected by the members to serve a two-year term with the exception of the Communications Coordinator (previously known as Newsletter Coordinator) and unless a one-year term is imposed by the Board. In an effort to ensure financial constancy by staggering positions, the Board may impose a one-year term (the one year term will stagger the election terms of President and Treasurer, after the one year term, the position will revert back to a two-year term). Notification must be provided to the membership (posted on PTO bulletin boards) at least two weeks prior to the PTO meeting when nominations are accepted. The Communications Coordinator (previously known as Newsletter Editor) shall serve a one-year term. In the event the District opens an additional school, the Board of Trustees shall create an additional Vice President position for the purpose of representing such new school. The new Vice President will serve on the Board of Trustees, representing the new school and hold voting power.

Section 3 Regular Meetings

Regular meetings of the Board of Trustees shall be held at such a place and time, as the Board shall determine by resolution, but no less frequently than once per month. The meetings shall be open to the members monthly and the place and time of such meetings shall be provided to the Trustees at least ten days in advance of the meeting date. The Board of Trustees may hold closed executive sessions, however; with the exception of litigation and matters of personal privacy, voting must be documented/ performed, allowing for the membership to witness.

Section 4 Special Meetings

Special meetings of the Board of Trustees may be called by, or at the request of, the President or any four (4) trustees. The person or persons authorized to call special meetings of the Board may fix the place and time for holding any special meeting of the Board called by them.

Section 5 Notice

Notice of regular meetings need not be given; the resolution required for such meeting shall constitute appropriate notice. Notice of any special meeting shall be given at least two days previous thereto by written notice delivered personally or sent by any means by which confirmation of receipt is available, whether in print or electronically, to each trustee at his/her address as shown by the records of the PTO. If mailed, such notice shall be deemed delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed delivered when the telegram is delivered to the telegraph company. If notice is given electronically, such notice shall be deemed delivered according to the time posted on the digital confirmation of receipt. A trustee may waive their right for notice of meeting.

Section 6 Quorum

A majority (defined as more than half of the Board of Trustees) of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. If less than a majority is present at a meeting, a majority of trustees present may adjourn the meeting from time to time without further notice. A majority of the quorum can transact business.

Section 7 Compensation

Trustees shall not receive compensation for their services as a trustee except for reimbursement of their actual expenses incurred for such services.

Section 8 Vacancies

Vacancies on the Board of Trustees may be filled by appointment by the Board of Trustees, such appointment to be valid until the next annual election of the members, at which time a successor shall be elected to complete the then unexpired portion of such term.

Section 9 Parliamentary Procedure

Except to the extent specifically in conflict with any other provision of these By-Laws, the PTO hereby adopts the latest edition of Robert's Rules of Order to govern the parliamentary procedure and rules of order during the course of all meetings of the Board or committee(s) thereof.

Article 5 **Officers**

Section 1 Officers

The officers of the PTO shall be a President, Vice Presidents (one representing each school), Treasurer, Secretary and a Communications Coordinator (Previously, called Newsletter Coordinator), which officers shall represent (by their votes) and be chosen from the membership. The Board of Trustees may elect or appoint such other officers as it deems desirable, such officers to have the authority to perform the duties prescribed by the Board of Trustees. In the event the District opened an additional school, the Board of Trustees shall create an additional Vice President position for the purpose of representing such new school. The District #41 Superintendent and the principal of each school shall be officers *ex officio* of the PTO and shall hold no voting power.

Section 2 Election/Term of Office

An election will be held annually at the May meeting. The voting populous is comprised of the membership. The ballot will reflect the names of all persons nominated for the Board positions with expiring terms. Nominations will be accepted starting at the March meeting and are accepted through the end of the April meeting. All nominations must be accepted by the nominee, if nominees are not in attendance, they have forty-eight hours after the April meeting to provide a written or verbal acceptance to the President. All ballots are printed with the names of all the nominees accepting the nominations. There will be a blank line available for each open position to accommodate voters' write-in preferences (ballots are not to be altered by the PTO Board for write-ins). Pre-mature vacancies may be filled at any meeting of the Board; and the designated new officer shall hold office until the following May meeting, or until his/her successor is qualified.

Section 3 Removal

Any officer appointed by the Board of Trustees may be removed by no less than 2/3 of the Trustees then holding office whenever in their judgment, the best interests of the PTO would be served thereby.

Section 4 Vacancies

Vacancies in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the appointment of the Board of Trustees.

Section 5 President

The President shall be the principal executive officer of the PTO and shall, in general, supervise all of the business of the PTO. He/she shall preside at all meetings of the Board of Trustees. He/she may sign, with the Secretary or any other proper officer of the PTO authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, or by these By-Laws, or Statute to some other officer or agent of the PTO, and in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

Section 6 Vice President(s)

The Vice-Presidents shall perform such other duties as from time to time may be assigned by the President or by the Board of Trustees. The Vice Presidents shall be a liaison for and coordinate the efforts of the PTO and its various committees with the school each represents. The Vice-Presidents shall be responsible for maintaining the PTO Bulletin Board in their respective schools.

Section 7 Treasurer

The PTO shall purchase a bond to guarantee the faithful discharge of the Treasurer's and all Board Members duties, payable to the PTO in such a sum and with such surety or sureties as the Board shall determine, but in no event less than One Thousand Dollars (\$1,000.00). The treasurer shall have charge and custody and be responsible for all funds and securities of the PTO; receive and give receipts for monies due and payable to the PTO, and deposit all such monies in the name of the PTO in such banks, trust companies or other deposits as shall be selected in accordance with the provisions of Article 7 of these By-Laws; and, in general, perform all duties incident to the office of the Treasurer and the such other duties as from time to time may be assigned by the President or the Board of Trustees. The Treasurer must be proficient or agree to be schooled (at the expense of the PTO) in QuickBooks or the then current PTO Board accepted accounting software.

Section 8 Secretary

The Secretary shall keep the minutes and attendance of the meetings of the members and of the Board of Trustees in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; be custodian of the PTO's records and of the seal of the PTO and see that the seal of the PTO is affixed to all documents, the execution of which on behalf of the PTO under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office addresses of each member which shall be furnished to the Secretary by such members; and in general perform all duties as from time to time may be assigned by the President or the Board of Trustees.

Section 9 Communications Coordinator (previously Newsletter Editor)

The Communications Coordinator is a one-year term. The Communications Coordinator will perform all duties as from time to time may be assigned by the President or the Board of Trustees. The Communications Coordinator shall be responsible to provide the newspapers with information regarding PTO sponsored events. The Communications Coordinator shall produce and distribute a monthly PTO newsletter.

Article 6 Committees

The Board of Trustees may establish such committees, as it deems necessary, giving the committees such authority as the Board determines to be appropriate. Each school may designate a maximum of two Lead Chairpersons. Lead Chairpersons may attend all closed executive meetings (excluding discussions regarding litigation and specified issues

requiring privacy), but have no voting power. Lead Chairpersons will work with the Vice President at their school and determine the budget allocations for PTO line item budgets. All PTO Lead Chairpersons and Chairpersons names must be introduced to the Board of Trustees. All Chairpersons and Co-Chairpersons for district wide fundraisers budgeted to generate a profit in excess of twenty thousand dollars (\$20,000) must be approved by majority vote of the Board of Trustees.

Article 7
Finance

Section 1 Contracts, Checks, Deposits, and Funds

The Board of Trustees may authorize any officer or agent of the PTO, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and behalf of, the PTO and such authority may be general or confined to specific instances.

Section 2 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 PTO shall be signed by such officers or agents and in such manner as the Board of Trustees shall determine. In the absence of such determination, such instruments shall be signed by the Treasurer and countersigned by the President or Vice-President. Notwithstanding the foregoing, checks or drafts for an amount less than \$200.00 may be signed by the Treasurer without a countersignature.

Section 3 Deposits

All funds of the PTO shall be deposited in a timely manner to the credit of the PTO in such banks, trust companies or other depositories the Board of Trustees may select.

Section 4 Gifts

The Board of Trustees may accept, on behalf of the PTO, any contribution, gift, bequest or devise for a general purpose or for any special purpose within the scope of purposes of the PTO as stated in Article 1.

Section 5 Audits

The accounts of the PTO shall be audited annually by an independent auditor appointed by the Board of Trustees with the advice and assistance of an Audit Committee, to be appointed by the Board of Trustees and comprised of three officers or members of the PTO. The Audit Committee shall be a standing committee.

Article 8
Book and records

The PTO shall keep and collect a complete set of books and records of accounts and shall also keep minutes of the proceedings of the meetings of its members, the Board of Trustees and Committees having any authority of the Board of Trustees. Any trustee may inspect all books and records of the PTO during regular business hours after giving

reasonable notice to the Secretary or Treasurer. The books and records remain the property of the PTO.

Article 9
Fiscal Year

The fiscal year of the PTO shall be set to coincide with the school year and shall end June 30 each year.

Article 10
Seal

The Board of Trustees shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the PTO and the words “corporate seal, Illinois.”

Article 11
Waiver of Notice

Except as otherwise provided herein, whenever any notice is required to be given under the provision of the General Not-for-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the PTO, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meetings shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

Article 12
Amendments to By-Laws

These By-Laws may be amended or replaced and new By-Laws may be adopted by a favorable vote of no less than 2/3 of the Trustees then holding office.

Article 13
Indemnification

Section 1 Indemnification in actions other than by or in the right of the PTO. The PTO may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the PTO) by reason of the fact that he or she is or was a trustee, officer employee or agent of the PTO, or is or was serving at the request of the PTO as an officer, employee or agent of another corporation, partnership, joint venture, trust or enterprise, against expenses (including reasonable attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such a person in connection with such action., suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the PTO, and, with respect to any

criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, termination or any action, settlement order, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the PTO or, with respect to any criminal action or proceeding that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2 Indemnification in actions by or in the right PTO

The PTO may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the PTO to procure a judgment in its favor by reason of the fact that such person is or was a trustee, officer or employee or agent of the PTO, or is or was serving at the request of the PTO as a trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including reasonable attorneys' fees) actually and reasonably incurred by such person in connection with the defenses or settlements of such action or suit, if such person acted in good faith and in a manner he or she reasonable believed to be in, or not opposed to, the best interests if the PTO, provided that no indemnification shall be made in respect of any claim, issue or matter such person shall have been adjusted to be liable for negligence or misconduct on the performance of his or her duty to the PTO, unless, and only to the extent that the court in which such adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses as the court shall deem proper.

Section 3 Right to Payment of Expenses

To the extent that a trustee, officer, employee or agent of the PTO shall prevail, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or mater therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 4 Determination of Conduct

Any indemnification under Section 1 and Section 2 of this Article (unless otherwise ordered by a court) shall be made by the PTO only as authorized in the specific case, upon a determination that indemnification of the trustee, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article. Such determination shall be made (a) by the board of trustees by a majority vote of a quorum consisting of trustees who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested trustees so directs, by independent legal consul in a written opinion.

Section 5 Payments of Expenses in Advance

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the PTO in advance of the final disposition of such action, suit or proceeding, as

authorized by the Board of Trustees, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the PTO as authorized in this Article.

Section 6 Indemnification Not Exclusive

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Laws, agreement, vote of members or disinterested trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a trustee, officer, employee or agent, and shall inure to the benefit to the heirs, executors and administrators of such a person.

Section 7 Insurance

The PTO may purchase and maintain insurance on behalf of any person who is or was a trustee, officer, employee or agent of the corporation, or who is serving at the request of the PTO as a trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against or incurred by such person in such capacity, or arising out of his or her status as such, to the extent which the PTO would have the power to indemnify such liability under the provision of this Article.

Section 8 References to PTO

For purposes of this Article, references to “the PTO” shall include, in addition to the surviving PTO, any merged PTO (including any corporation having merged with the PTO) absorbed in a merger, which if separate existence had continued, would have had the power and authority to indemnify the trustees, officers, employees or agents of such merging corporation, or was serving at the request of such corporation, partnership, joint venture, trust or other enterprise, and shall stand in the same position under the provisions of this Article with respect to such merging PTO if its separate existence had continued.

Article 14 Dissolution

Section 1 Qualification for Dissolution

The dissolution of the PTO may be authorized by a 2/3 majority of the Board of Trustees provided that (a) No debts of the PTO remain unpaid and (b) Written notice of the election to dissolve the corporation has been given to all the membership, not less than fourteen school days before the execution of articles of dissolution.

Section 2 Distribution of Assets

The assets of the PTO in the process of dissolution shall be applied and distributed as follows:

All liabilities and obligations of the corporation shall be paid, satisfied and discharge, or adequate provision shall be made therefore;

Assets held by the PTO upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and

Assets held for a charitable, religious, eleemosynary, benevolent, educational or similar use, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, societies or organizations engaged in activities substantially similar to those of the PTO, pursuant to a plan of distribution adopted in this article

Section 3. Plan of Distribution

A plan providing for the distribution of assets, not inconsistent with the provisions of this Article, may be adopted by the Board of Trustees in the process of dissolution and shall be adopted for the purpose of authorizing any transfer or conveyance of assets for which this Article requires a plan of distribution.

SO ADOPTED by the Board of Trustees this _____ Day of _____, 2007.

Sarah Wright - President

Peggy Kuzmanovich - Secretary

Martina Davis - Treasurer

Leslie Morita - Newsletter Editor
(Title changing to Communications Coordinator)

Tricia Lively - Vice President Hooper

Angie Smith – Vice President Martin

Cherie Kwiatkowski – Vice President Palombi

Susan Hannum – Vice President Pleviak

Barb Woschitz-Matusik – Vice President Thompson