

**BYLAWS
OF
COTTONWOOD ELEMENTARY PTO, INC.**

ARTICLE 1: NAME AND LOCATION

1.1 Name. The name of this corporation shall be COTTONWOOD ELEMENTARY PARENT TEACHER ORGANIZATION, INC. (herein the "PTO").

1.2 Principal Office. Its principal office shall be located at 1747 N. Andover Rd., Andover, Kansas 67002.

1.3 Other Offices. Other offices for the transaction of business shall be located at such places as the Board of Directors may from time to time determine.

1.4 Registered Office and Resident Agent. The registered office of this PTO is to be located at 1747 N. Andover Rd., Andover, Butler County, Kansas, 67002. The name of this PTO's initial resident agent at such address for service of process in this state is Nicole M. Aeschliman.

ARTICLE 2: MISSION STATEMENT

2.1 The mission of the PTO is to promote the growth and education of all children attending Cottonwood Elementary School. We will encourage the partnership of parents and teachers to the benefit of the children and youth in the home, school, and community.

ARTICLE 3: PURPOSE

3.1 This PTO is organized and operated exclusively for educational purposes that qualify under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision under any future United States Internal Revenue Code). Notwithstanding any other provision of these Bylaws, the PTO shall not carry on any activities not permitted to be carried on:

(A) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law); or

(B) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

3.2 Further, no substantial part of the activities of this PTO shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, nor shall this PTO participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE 4: MEMBERSHIP

4.1 All parents and guardians of children attending Cottonwood Elementary and members on the staff are considered members of the PTO. Members shall promote the mission statement, uphold the policies, and subscribe to the Bylaws of this organization. Membership shall be available without regard to race, sex, color, creed, national origin, handicap/disability, or age.

ARTICLE 5: POLICIES

5.1 Programs. The programs of the PTO shall be educational and developed through the coordinating efforts of the Executive Board.

5.2 Endorsements. The PTO shall be a non-commercial, non-sectarian, and non-partisan organization. It shall not endorse a commercial enterprise or a candidate. The PTO's name or the names of any of the members in their official capacities shall not be used in connection with any commercial concern or with any partisan interest, or for any purpose other than the regular work of the organization.

5.3 Administration. PTO shall seek neither to direct the administrative activities of the school nor to control its policies.

5.4 Cooperation. PTO may cooperate with other organizations and agencies active in child welfare, such as conference groups or coordinating councils, provided its representative makes no commitments that bind the group he or she represents.

5.5 Representation. PTO shall be representative of group concerns rather than individual issues pertaining to the general welfare of all children.

5.6 Liaison. PTO shall act as a liaison between home and school in presentation and communication issues.

ARTICLE 6: DEDICATION OF ASSETS AND EARNINGS

6.1 Dedication. The properties and assets of this PTO are irrevocably dedicated to charitable purposes. No part of the net earnings, properties or assets of this PTO shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that this PTO shall be authorized and empowered to pay reasonable compensation for

services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 1 hereof.

6.2 Dissolution. Upon the dissolution of this PTO, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of this PTO, dispose of all of the assets of this PTO exclusively for the purposes of this PTO in such manner, or to such organization or organizations organized and operated exclusively for charitable and educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the District Court in the County and State in which the principal office of this PTO is then located exclusively for such purposes or to such organization or organizations, as such Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 7: BOARD OF DIRECTORS

7.1 Members of Board. The initial PTO Board of Directors shall consist of the elected officers of this organization, all committee chairpersons, and the building administrator. Each member of the PTO Board shall fulfill the duties of their office and other duties outlined within these Bylaws.

7.2 Election. Each director shall hold office for a term of one (1) year assuming duties on July 1 and ending June 30 and may not serve more than three consecutive terms, but fulfilling an unexpired term does not count toward the two consecutive term limit. The Board shall nominate and appoint new directors to fill expired or unexpired terms.

7.3 Executive Board. The Executive Board shall consist of President, Vice President, Secretary, and Treasurer. They shall be referred to as officers. The members of the Executive Board shall serve until their successors are elected and/or appointed.

7.4 Duties of Executive Board. The duties of the Executive Board shall be:

7.4.1 To transact necessary business in the intervals between PTO meetings and such other business as may be referred to by the organization as stated in Section 7.3.

7.4.2 To approve the work plans of the committee.

7.4.3 To present a report at the regular meetings of the PTO when required.

7.4.4 To appoint an auditor or auditing committee at the April meeting upon request by the Executive Board.

7.4.5 To approve the budget prepared by the elected officers and recommend acceptance of the budget by the PTO.

7.5 Meeting. Meetings of the Executive Board may be held during the school year. A majority shall constitute a quorum. Special meetings of the Executive Board may be called by the President or by a majority of the members of the board.

ARTICLE 8: DUTIES OF THE OFFICERS

8.1 Officers. The officers of the PTO and shall be a President, a Vice President, a Secretary and a Treasurer. Any number of officers may be held by the same person.

8.2 President. The President shall preside at all meetings of the PTO and of the Executive Board; shall perform other duties as prescribed in these Bylaws or assigned by the PTO or by the executive committee in order that the objectives of the PTO may be promoted.

8.3 Vice President. The Vice President shall be program chairperson and act as an aid to the President, shall perform the duties of the President in the absence or inability of the officer to serve, and shall perform other duties as delegated. In case a vacancy occurs in the office of President, the Vice President shall serve.

8.4 Secretary. The Secretary shall record the minutes of all meetings of the PTO, and shall perform other duties as delegated.

8.5 Treasurer. The Treasurer shall receive all monies of the PTO; shall keep an accurate record of the receipts and expenditures; and shall pay out local funds in accordance with the approved budget as authorized by the PTO. The Treasurer shall present a financial statement at every meeting of the PTO and at other times when requested by the Executive Board, and shall make a report at the end of the school year. The Treasurer is responsible for completing and filing all tax returns and other forms required by government agencies. The Treasurer's accounts shall be examined annually by the Executive Board, who is satisfied that the reports are correct, shall sign a statement of that fact at the end of the report. If the Executive Board is not satisfied with the reports, an outside auditor or an auditing committee of not less than three (3) members will review the reports and act accordingly. Accounts should be in the Treasurer's name and the President's names as and/or. Monthly statements sent to both the Treasurer and the President will be reviewed at monthly meetings.

All funds shall be kept in a checking account in the name of Cottonwood Elementary Parent Teacher Organization, Inc., requiring two (2) signatures of the Executive Board and held at a local financial institution. There shall be no pre-signing of checks by any authorized signer.

8.6 Duties. All officers shall perform the duties as prescribed in the parliamentary authority in addition to those outlined in these Bylaws and those assigned from time to time. They will

also deliver to their successors all official materials on or before June 30th. After their terms have ended, they will continue to assist the treasurer in completing and filing all tax returns and other forms required by government agencies.

8.7 Electing officers. A nominating committee with the Vice President and two members at large shall be appointed at the March meeting by the executive board of the PTO. This committee shall be introduced to the general membership at the next to last meeting and nominations shall be accepted at that time through the May meeting.

8.7.1 The responsibilities of the nominating committee shall be (1) accept all nominations, (2) verify all nominations, and (3) report any vacancies at the April meeting. Nominations will be accepted by any of the following (1) from the floor and (2) contacting any member of the nominating committee. All nominations shall be presented at the May meeting at which time nominations will be accepted from the floor.

8.7.2 Elections by ballot for new officers will be held during the May meeting in the event there is a run-off. Officers shall be installed at the regular meeting in May, shall assume their official duties on July 1, and shall serve for a term of one year, ending June 30th.

8.7.3 A vacancy occurring in any office shall be filled for the un-expired term by a person elected by a majority vote of the remaining members of the executive board with notice of such election having been given.

8.7.4 An officer may resign at any time by giving written notice to the President or the Secretary. The resignation will be effective upon receipt of the notice by the PTO. An officer can be removed from office for failure to fulfill the officer's duties, after reasonable notice by a majority vote of the Executive Board. Removal will occur automatically upon the date of the action by the Executive Board

ARTICLE 9: MEETINGS

9.1 Regular Meetings. Regular meetings of the PTO shall be held to conduct the business of the PTO. Meetings will be held at least five (5) times throughout the school year, as agreed upon by the Principal and the Executive Board. The time and place of the meeting shall be announced at least seven (7) days prior to the meeting. Notice will be given through posting on CES bulletin boards, on the CES website, and in the PTO's newsletter.

9.2 Special Meetings. Special meetings may be called by the Executive Board.

9.3 Quorum. Two-thirds of the PTO Executive Board shall constitute a quorum for the transaction of business in any meeting of this organization of up to \$100.00. Any expenditure over \$100.00 must be brought before a meeting for a vote.

9.4 Voting. All PTO members in attendance are eligible to vote. To pass a motion requires a majority vote of those in attendance.

9.5 Members. The privilege of holding office, introducing motions, debating and voting shall be limited to the members of the organization (as defined in Article IV).

ARTICLE 10: COMMITTEES

10.1 Committees. Committees shall be created by the Executive Board to promote the objectives of the PTO. No committee shall be formed without the approval of the Executive Board.

10.2 Duties of Committees. The chairperson of each committee shall receive instruction and guidance through the Executive Board. No committee work shall be undertaken without the approval of the Executive Board.

10.3 Special Committees. The power to form special committees and appoint their members rests with the Executive Board. Since a special committee is created and appointed for a specific purpose, it automatically goes out of existence when its work is done and its final report is received.

10.4 Ex-Officio Member. The President and/or Vice President shall be the ex-officio member of all committees with the exception of the President and the nominating committee.

ARTICLE 11: INDEMNIFICATION AND INSURANCE

11.1 General. The PTO may indemnify any person who was or is a party or who was or is threatened to be made a part 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/she is or was a director, advisory director, officer, employee or agent of the PTO or is or was serving at the request of the PTO as a director, advisory director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/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/her conduct was unlawful. The termination of any action, suit or proceeding by

judgment, order, settlement, 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/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 reasonable cause to believe that his/her conduct was unlawful.

11.2 Derivative Action. 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 director, officer, employee or agent of the PTO, or is or was serving at the request of the PTO as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, including attorney fees, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the PTO. Notwithstanding the preceding, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the PTO unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

11.3 Right to Indemnification. Any indemnification under Subsections 11.1 and 11.2 shall be made by the PTO only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because such director, officer, employee or agent has met the applicable standard of conduct set forth in Subsections 11.1 and 11.2, and additionally, only if the PTO has surplus funds to make such indemnification. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by either (a) independent legal counsel in a written opinion, or (b) the members.

11.4 Time of Indemnification. Expenses incurred by a director or officer 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 upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it is ultimately determined that the director or officer is not entitled to be indemnified by the PTO as authorized in this Article 11. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

11.5 Nonexclusive Rights. The indemnification and advancement of expenses provided by or granted pursuant to the other provisions of this Article 11 shall not be deemed exclusive

of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding such office. However, any amount actually received as the proceeds of any such other indemnification shall be deducted from the amount, if any, which such person may be entitled to receive pursuant to this Article 11.

11.6 Insurance. The PTO may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the PTO, or is or was serving at the request of the PTO as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the PTO would have the power to indemnify such person against such liability under the provisions of this Article 11.

11.7 Resulting PTO. For purposes of this Article 11, references to "the PTO " shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this section with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

11.8 References. For purposes of this Article 11, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the PTO " shall include any service as a director, officer, employee or agent of the PTO which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the PTO" as referred to in this Article 11.

11.9 Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 11 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

11.10 Amendment By Law. This Article 11 is intended to follow and comply with K.S.A. §17-6305. If such statute is amended, this Article 11 shall be automatically amended to conform therewith.

ARTICLE 12: PARLIAMENTARY AUTHORITY

12.1 Rules of Order. Robert's Rules of Order Newly Revised shall govern this organization in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

ARTICLE 13: GENERAL PROVISIONS

13.1 Checks, Drafts, etc. All checks, notes and other instruments of indebtedness of the PTO shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

13.2 Fiscal Year. The fiscal year of the PTO shall begin on the first day of July and end on the last day of June each year.

13.3 Excess Payments. Any payments made to an officer of the PTO such as a salary, commission, bonus, interest, or rent, or entertainment expenses incurred by him/her, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the PTO to the full extent of such disallowance. It shall be the duty of the directors, as a Board, to enforce payment of each such amount disallowed.

13.4 Contracts, Deeds, etc., How Executed. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the PTO, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the PTO by any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount. Notwithstanding the preceding, any contracts, agreements, deeds or other instruments conveying lands or any interest therein, and any other related documents shall be executed on behalf of the PTO (subject to prior approval of the Board of Directors) by the Chairman (or by the Vice Chairman, serving in the absence of the Chairman), or by any other specific officer or agent or attorney so authorized under letter of attorney or other written power which was executed on behalf of the PTO by the Chairman (or Vice-Chairman serving in the absence of the Chairman).

13.5 Amendments. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new Bylaws is contained in the notice of such special meeting, subject, however, to the right of the members to repeal or change any such action of the directors.

13.6 These Amended and Revised Bylaws were adopted by the membership during a General PTO Meeting, properly called on ***March 13, 2017*** and shall take effect immediately.