

Articles of Association and By-Laws of
The PARENT TEACHER ORGANIZATION of
DEVONSHIRE ALTERNATIVE ELEMENTARY SCHOOL

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APPENDIX I – IRS ARTICLES OF ASSOCIATION A

ARTICLE I: Name

The name of this organization shall be the Parent Teacher Organization of Devonshire Alternative Elementary School (hereinafter the “PTO”) and its principal place of business shall be Devonshire Alternative Elementary School (hereinafter “Devonshire, “Devonshire Project Adventure,” “The School”), 6286 Ambleside Drive, Columbus, Ohio 43229.

ARTICLE II: Purpose

The purpose of this PTO is to enhance and support the educational experience at Devonshire Alternative Elementary School to develop a closer connection between school and home by encouraging parent and student involvement, and to improve the environment at Devonshire Alternative Elementary School through volunteer and financial support.

ARTICLE III: Description

This PTO shall not seek to direct the administrative activities of the school or to control its policies. The PTO agrees to adhere to Columbus City Schools Board Policy 9210: Parent Organizations, and/or any other similarly named or identified Board Policy that may be enacted during the terms of these agreements.

The PTO is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organization that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, as identified in Appendix A. This shall be a nonprofit, nonsectarian, nonpartisan, and nondiscriminatory organization. The use of funds and proceeds derived by this organization shall be for the improvement of the quality of education at Devonshire Alternative Elementary School.

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose clause hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other purposes 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, or the corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Common Pleas of the county in which the principal office of the organization 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.

ARTICLE IV: Membership

Section 1: Membership

Any parent or guardian of an enrolled Devonshire Alternative Elementary School student, or a current Devonshire Alternative Elementary School faculty or staff member who subscribes to the purpose of this PTO may become a member of this PTO upon payment of annual dues. In the case in which one paid membership fee covers two (2) parents or guardians in one household, each household shall be recognized as one (1) voting member and each shall be entitled to one (1) vote. Membership in this PTO shall be available without regard to race, color, creed, or national origin.

Section 2: Dues

Dues will be established annually by the Executive Board and approved by the General Membership at the Spring General Membership meeting. It shall be the responsibility of the Executive Board to set the dues at a reasonable amount.

Section 3: General Membership Meetings

- A. General Membership meetings shall be held at a minimum of twice per school year, or as called by the Executive Board and/or the President. Meetings may be rescheduled for due cause at the discretion of the President. The first General Membership meeting of each school year shall be held no later than September 30 and shall include approval of the PTO's current year budget. Another General Membership meeting shall be held in the spring of each school year and shall include for the upcoming school year the election of the Executive Board, the ratification of the Standing Committee Chairs and the approval of membership dues.
- B. General Membership meetings shall be open to any interested persons; however, the privilege of making motions and voting shall be limited to members.
- C. The General Membership shall be notified of the time and place of each regularly scheduled General Membership meeting by direct mail, electronic media, circular, message, or telephone at least seven (7) days in advance of such meetings. Special meetings of the General Membership must be announced with 48 hours' notice by any of the methods mentioned above; and may be called by the President, any two (2) Executive Board members or five (5) general members submitting a written request to the Secretary.
- D. The quorum at any General Membership meeting shall consist of no less than seven (7) voting members.
- E. All meetings shall be conducted within the framework of accepted parliamentary procedure and Robert's Rules of Order shall be the definitive authority for questions of procedure, which cannot be satisfactorily resolved by the presiding officer.

ARTICLE V: Executive Board

The Executive Board shall consist of the Officers, Standing Committee Chairs, Principal or designated Assistant Principal, designated sub-group representatives, and Principal-appointed faculty member. The duties of the Executive Board shall be to transact business of the PTO, create standing rules and policies, create standing and temporary committees, prepare and submit a budget to the membership, approve expenditures, and prepare reports and recommendations to the General Membership.

Section 1: Officers

The Officers of the PTO shall consist of the following: President, President-Elect, Treasurer, Treasurer-Elect and Secretary.

- A. The President shall preside over meetings of the PTO and Executive Board, serve as the primary contact for the Principal, represent the PTO in the community, and coordinate the work of all the officers so that the purpose of the PTO is served. The President can serve as an ex-officio member of the Executive Board for one (1) term after his/her term as President expires, on all committees except Nominating.
- B. The President-Elect shall assist the President and carry out the President's duties in his/her absence or inability to serve. After serving one (1) term as President-Elect, he/she will serve as President during the subsequent school year.
- C. The Treasurer shall receive all monies collected by the PTO, keep an accurate record of receipts and expenditures, pay out funds only as authorized by the PTO, present a financial report for approval at each monthly meeting and inform the Executive Board of special financial problems and budget considerations. The Treasurer shall be responsible for preparation and submission of all Federal and State compliance filings. The Treasurer shall not be an employee of Columbus City Schools.
- D. Treasurer-Elect shall assist the Treasurer and carry out the Treasurer's duties in his/her absence or inability to serve. After serving one (1) term as Treasurer-Elect, he/she will serve as Treasurer during the subsequent school year. The Treasurer-Elect shall not be an employee of Columbus City Schools.
- E. The Secretary shall record minutes of all meetings of the PTO and shall distribute these minutes to the Executive Board in a timely manner. The Secretary shall keep a copy of all PTO records and these shall be stored at Devonshire Alternative Elementary School. The Secretary will be responsible for receiving and writing correspondence pertaining to the PTO's activities.

Section 2: Standing Committees

Standing committees of the PTO shall include:

- Executive;
- Membership;

- Fundraising;
- Projects;
- Hospitality;
- Volunteers;
- Communications; and
- Nominating.

The Executive Board may create additional standing committees as needed by a two-thirds (2/3) majority vote of a quorum of the Executive Board. Either one (1) or two (2) chairpersons shall manage each standing committee. In the case of two (2), they shall only be entitled to one (1) voting right collectively.

Section 3: Nominations, Elections and Ratifications

The Nominating Committee shall select at least one (1) eligible candidate for each office and standing committee chair and present the slate at a spring Executive Board meeting. Elections will be held at the subsequent General Membership meeting. At that General Membership meeting, nominations may also be made from the floor. Voting shall be by voice vote on the slate presented. If more than one person is running for a position, a ballot vote shall be taken.

Section 4: Eligibility

Any parent, guardian or other adult standing in loco parentis for a student at the school is eligible to serve in any position on the Executive Board.

All members of the Executive Board must be TIER III volunteers and have a proper background check conducted in accordance with the terms and processes set forth by Columbus City Schools. In the event that a candidate is not TIER III certified upon nomination for an executive position, he/she must obtain a TIER III clearance prior to the beginning of the new term in order to serve in any executive position. In the event that a TIER III clearance is not obtained prior to the new term, the position will be considered vacant and will be filled in accordance with ARTICLE V Section 6.

The positions of President, President-Elect, Treasurer and Treasurer-Elect, shall be required to recertify TIER III clearance on an annual basis and will be reimbursed fees by the PTO upon approval. The PTO shall request verification from the Principal of the school for the most recent approval of TIER III clearance.

Section 5: Terms of Office

Members of the Executive Board shall serve for one (1) year commencing July 1 through June 30. No Executive Board member may serve for more than two (2) consecutive terms in the same position. Each Executive Board member shall hold only one (1) elected position at a time.

Section 6: Vacancies

If there is a mid-year vacancy in the office of President, the President-Elect will become the President. If there is a vacancy in the office of Treasurer, the Treasurer-Elect will become the Treasurer. If there is a vacancy in any other Executive Board position, the general membership shall fill the vacancy through an election or ratification at the next meeting.

Section 7: Removal from Executive Board

If an Executive Board member has missed three (3) consecutive Executive Board meetings, or has not fulfilled the duties of his/her position, the Executive Board may remove the individual from his/her position by a simple (51%) majority vote of a quorum of the Executive Board at a regular meeting where previous notice has been given.

Section 8: Executive Board Meetings

The Executive Board shall meet once per month from June through May. The subsequent meeting will be scheduled by the close of each current meeting. Executive Board meetings shall be open to any interested member of the PTO.

Section 9: Special Executive Board Meetings

The President or any two (2) members of the Executive Board may call special meetings. Notice of the special meeting shall be sent to the Executive Board members at least 24 hours prior to the meeting.

Section 10: Quorum

Quorum will consist of fifty-one percent (51%) of the Executive Board members.

Section 11: Voting

Executive Board meetings shall be open to any interested persons; however, the privilege of making motions and voting is limited to the Executive Board.

Section 12: Remuneration

No member of the Executive Board shall receive any compensation for his/her services. No member of the Executive Board shall profit financially from any of the PTO's activities.

Section 13: Policies and Procedures

Daily operation of the PTO will be in accordance with established Policies and Procedures. The Officers of the PTO shall review the current Policies and Procedures at the beginning of each fiscal year. Any recommendations for changes to the Policies and Procedures shall be presented to the Executive Board for ratification prior to the first General Membership meeting of the school year.

ARTICLE VI: Sub-Committees of the PTO

Sub-committees of the PTO may include the Athletic Club, Band Boosters, and Fine Arts Boosters. Other

sub- committees may be added by a simple (51%) majority vote (assuming a quorum) of the Executive Board.

- A. At least ten (10) days prior to the first General Membership meeting of the school year, all sub-groups of the PTO must submit a copy of their current Policies and Procedures, budget and contact information to the Executive Board of the PTO.
- B. Each sub-group of the PTO shall maintain a restricted account(s) with total autonomy of the distribution of funds. Each account will require two (2) signatures for all checks. One signature will be the Treasurer of the sub-group.
- C. The Treasurer of each sub-group, or his/her representative, is required to submit, to the Treasurer of the PTO, a monthly report and a copy of the monthly bank statements for each sub-group. The Treasurer of the sub-group, or his/her representative is responsible for reconciling the monthly bank statements for each of the sub-groups accounts. No expenditure will be honored which places an account balance in a deficit position. If the reports are not received timely, the Executive Board reserves the right to freeze all activity within the account until compliance is achieved.
- D. Sub-groups shall only use the PTO's state tax-exempt number or Federal ID number as approved by the Executive Board. Such approval must be documented in the minutes of the PTO.
- E. No sub-group, or any other group representing either the PTO or Devonshire shall use the PTO's affiliation to open any type of bank account without the approval of the Executive Board. Such approval must be documented in the minutes of the PTO.

ARTICLE VII: Finances

Section 1: Fiscal Year

The fiscal year of the PTO shall commence July 1st and convene June 30th annually.

Section 2: Budget

A tentative budget of the PTO shall be drafted by the Treasurer and approved by the Executive Board, at least ten (10) days prior to the first General Membership meeting of the school year. Any modifications to the budget must be approved at an Executive Board meeting.

Section 3: Records

The Treasurer shall keep accurate records of any receipts, disbursements, and bank account information of the PTO. The bank account(s) shall be reconciled monthly, reviewed by the Treasurer and Treasurer-Elect, and digital copies provided to the Executive Board.

Section 4: Restricted Funds

Restricted funds received by the PTO for specific purposes (e.g. library, choir, etc.) will be accounted for separately by the Treasurer.

Section 5: Disbursements

Disbursements by the PTO require an approved check request form, approved by at least two (2) members of the executive committee. Check request forms for Executive Officers shall be approved by the Treasurer. Check request forms for standing committees must be approved by the committee chair and submitted to the PTO Treasurer. The principal of Devonshire shall be the first approval for faculty requests. Two (2) authorized signatures shall be required on each check. Authorized signers shall be the President, President-Elect, and Treasurer.

Section 6: Reporting

Consistent with Article VII, Section 3, the Treasurer shall prepare a monthly financial report of the PTO for review and approval by the Executive Board. On an annual basis, the Treasurer shall prepare a consolidated End of Year financial report of the PTO and its sub- groups for review and approval by the Executive Board.

Section 7: Commitments

- A. No contract or commitment binding the PTO shall extend beyond the current school year. No contract or commitment shall be made which places the PTO in a deficit position. No loans may be executed by the PTO, the Executive Board or general membership of the PTO.
- B. All contracts or binding commitments of the PTO, or its sub-groups, must be recommended by the Principal of Devonshire, and approved by the Executive Board. Approved contracts must be signed by two (2) members of the Executive Board. All contracts entered into must be in the name of the PTO or appropriate sub-group, not under Devonshire Alternative Elementary School.
- C. Sub-groups entering into contract situations will be responsible for upholding said contract. Should any breach of contract arise, the signing sub-group will be liable.
- D. Any individual signing a contract on behalf of the PTO or sub-group without the approval of the Executive Board or sub-group will be held personally liable and responsible for any and all expenses incurred from any breach of the contract.
- E. All contracts or binding commitments entered into by a sub-group must be reported at the next monthly Executive Board meeting.

Section 8: Dissolution

Upon dissolution of the PTO, any remaining funds should be used to pay any outstanding bills and with the General Membership's approval, spent for the benefit of <School Name>.

ARTICLE VIII: Amendments

These by-laws may be amended at any General Membership meeting of the PTO by a two-thirds (2/3) vote of the members present, provided that notice of the proposed amendment shall have been given at least ten (10)

days before the General Membership meeting.

ARTICLE IX: Parliamentary Authority

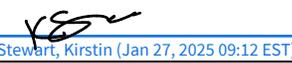
Robert's Rules of Order shall govern meetings of this PTO when they are not in conflict with the PTO's by-laws.

ARTICLE X: Dissolution

The PTO may be dissolved at any General Membership meeting by a two-thirds (2/3) vote of the members present, provided that notice of the proposed dissolution shall have been given at least ten (10) days before the General Membership meeting. In the event of a dissolution, all remaining assets of the PTO shall be forwarded to Devonshire Alternative Elementary School immediately after payment of all outstanding debts of the organization.

The bylaws are hereby adopted this 3 day of February, 2025.

By:

Kirstin Stewart Incorporator, PTO Co-Chair	 <small>Stewart, Kirstin (Jan 27, 2025 09:12 EST)</small>	01/27/25
Carlina Turner Incorporator, PTO Co-Chair	 <small>Turner, Carlina M (Feb 6, 2025 19:17 EST)</small>	02/06/25
Mylia Eyer Incorporator, Appointed Faculty Member	 <small>Eyer, Mylia (Jan 27, 2025 07:44 EST)</small>	01/27/25
Anthony M Peddle Incorporator, School Principal	 <small>Peddle, Anthony M (Feb 3, 2025 07:27 EST)</small>	02/03/25

Appendix I – IRS Articles of Association

Articles of Incorporation of the Devonshire Alternative Elementary School (hereinafter “Devonshire, “Devonshire Project Adventure,” “The School”), Parent Teacher Organization (hereinafter “PTO”). The undersigned, a majority of whom are citizens of the United States, desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law of Ohio, do hereby certify:

First: The name of the Corporation shall be Devonshire Alternative Elementary School Parent Teacher Organization.

Second: The place in this state where the principal office of the Corporation is to be located is the City of Columbus, Franklin County, Ohio.

Third: Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Fourth: The names and addresses of the persons who are the initial incorporators/trustees of the corporation are as follows:

Name	Address	Phone	Email
Kirstin Stewart	1313 Bosworth Sq N, Columbus, Ohio 43229	3304649333	Kirstin.loch@gmail.com
Carlina Turner	6258 Chelmsford sq	6144329288	turnerfamily1073@gmail.co
Anthony Peddle	<i>In Care Of</i> Devonshire Elementary 6286 Ambleside Dr. Columbus, OH 43229	(614) 365-5335	apeddle@columbus.k12.oh.us

Fifth: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation 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 Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other 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, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation."

Sixth: 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, or the corresponding section of any

future federal tax code, or shall be distributed to the federal government, or to a state or local government, 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.

In witness whereof, we have hereunto subscribed our names this 3 day of Feb, 20 25.

Kirstin Stewart	 <small>Stewart, Kirstin (Jan 27, 2025 09:12 EST)</small>	01/27/25
Incorporator, PTO Co-Chair	Signature	Date

Carlina Turner	 <small>Turner, Carlina M (Feb 6, 2025 19:17 EST)</small>	02/06/25
Incorporator, PTO Co-Chair	Signature	Date

Mylia Eyer	 <small>Eyer, Mylia (Jan 27, 2025 07:44 EST)</small>	01/27/25
Incorporator, Appointed Faculty Member	Signature	Date

Anthony M Peddle	 <small>Peddle, Anthony M (Feb 3, 2025 07:27 EST)</small>	02/03/25
Incorporator, School Principal	Signature	Date

PTO Bylaws Template

Final Audit Report

2025-02-07

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 Agreement completed.

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