

Open World Learning
Community PTO
Amended Articles of
Incorporation and Bylaws



TABLE OF CONTENTS

Article 1: Name & Address	3
Article 2: Description	3
Article 3: Purpose & Objectives	3
Article 4: Basic Policies	3
Article 5: Articles of Incorporation	4
Article 6: Membership	4
Article 7: Leadership Team & Elections	4
Article 8: Duties of Leadership Team Members	6
Article 9: Meetings & Voting	7
Article 10: Financial Policies	8
Article 11: Conflict of Interest	9
Article 12: Personal Liability	9
Article 13: Duration & Dissolution	9
Article 14: Amendments	10

Open World Learning Community PTO EIN: 26-4180176

Article 1: NAME & ADDRESS

The name of the organization shall be **Open World Learning Community PTO (“OWL PTO”)**. The OWL PTO is located at Open World Learning Community, 640 Humboldt Ave, Saint Paul MN, 55107.

Article 2: DESCRIPTION

The OWL PTO is a nonprofit organization that exists exclusively for charitable purposes to support the Open World Learning Community, including the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code.

Article 3: PURPOSE & OBJECTIVES

Section 1: PURPOSE

The purpose of the OWL PTO is to enhance and support the educational experience for all students, families and staff at Open World Learning Community.

Section 2: OBJECTIVES

The objectives of the OWL PTO are:

- A. To build and sustain a strong school community by encouraging parent/guardian, student and staff involvement in Open World Learning Community activities.
- B. To enhance the learning environment at Open World Learning Community through volunteer and financial support of educational facilities, programs or services not otherwise provided for in official school budgets.
- C. To raise funds and promote participation in school activities beneficial to Open World Learning Community students.

Article 4: BASIC POLICIES

Section 1: This PTO shall be noncommercial, nonsectarian, nonpartisan and nonprofit.

Section 2: This PTO shall not seek to direct the administrative activities of the school, nor control its policies.

Section 3: This PTO may cooperate with other organizations or agencies concerned with child education or welfare, provided its representatives make no commitments that bind this PTO.

Section 4: No profits shall proceed to any officer or member of this PTO (except that reasonable compensation may be paid for services rendered to or for this PTO).

Section 5: The name of this PTO or the names of any members in their official capacity shall not be used to endorse or promote a commercial concern, or in connection with any partisan interest, or for any purpose not appropriately related to the promotion of the objectives of this PTO.

Section 6: No substantial part of the activities of this PTO shall be carrying on propaganda, or otherwise attempting to influence legislation or any public initiative or referendum, and this PTO shall not participate or intervene in, including publication or distribution of statements, any political campaign on behalf of, or in opposition to, any candidate for public office.

Section 7: Notwithstanding any other provisions of these articles, this PTO shall not carry on any other 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 or corresponding section of any future Federal tax code.

Article 5: ARTICLES OF INCORPORATION

The OWL PTO exists as an incorporated organization of its members. Its “Articles of Incorporation” comprise these bylaws and may be amended from time to time. In the event of any conflict between these bylaws and the Articles of Incorporation, these bylaws shall govern.

Article 6: MEMBERSHIP

Section 1: ELIGIBILITY

Membership shall be automatically granted to all students and parents/guardians of students currently attending Open World Learning Community, plus all current staff members of Open World Learning Community.

Section 2: DUES

There are no membership dues.

Section 3: VOTING PRIVILEGES

There shall be one vote per member in attendance at any PTO General Meeting.

Article 7: LEADERSHIP TEAM & ELECTIONS

Section 1: LEADERSHIP TEAM

The Leadership Team shall consist of: Chair (or Co-Chairs), Student Chair (or Student Co-Chairs), Secretary, and Treasurer. Members may hold more than one office, except for the Student Chair(s).

Section 2: PTO MANAGEMENT

The management of all OWL PTO activities shall be vested in the Leadership Team, as defined by this PTO's bylaws. No Leadership Team member shall have any right, title, or interest in or to any property of the corporation.

Section 3: GENERAL DUTIES OF THE LEADERSHIP TEAM

The duties of the Leadership Team shall be to transact business between General Meetings and such other business as may be referred to it by the organization; to create standing rules and policies; to create standing and special committees necessary to carry out the objectives and aims of the OWL PTO and to approve the plans of work of any such committees; to present a report of plans, projects, activities, etc. at General Meetings; and to propose a fiscal year budget at the final General Meeting of the fiscal year.

Section 4: COMPENSATION

Leadership Team members shall serve without compensation, with the exception that expenses incurred in the furtherance of OWL PTO business may be reimbursed with documentation and prior approval.

Section 5: NOMINATIONS & ELECTIONS

Elections will be held at a General PTO Meeting in May for terms that begin September 1. Appropriate notification no less than seven days will be given to the OWL community via the PTO Facebook page and school-wide email. Leadership Team members shall be elected by secret ballot. If there is only one nominee for any position the election may be by hand vote.

Section 6: ELIGIBILITY

All parents/guardians of students currently attending Open World Learning Community are eligible for the role(s) of Chair, Secretary and/or Treasurer. Current students are eligible for the role of Student Chair, and current staff are eligible for the role Secretary.

Section 7: TERM OF OFFICE

The term of office for all Leadership Team members is one year, beginning September 1st and ending August 31st of the following year, except for the Treasurer who is elected to a two-year term, beginning September 1st and ending August 31st two years later. There is no limit on the number of terms that a member can serve in any position.

Section 8: LEADERSHIP TEAM TRANSITION

All retiring Leadership Team members shall deliver all official PTO materials to their successors at the close of their service of office. The incoming and outgoing Chairs and Treasurers must make themselves available in a timely manner to update the authorized signatures of the OWL PTO bank account.

Section 9: VACANCIES

A vacancy occurring in any office shall be filled for the unexpired term by a person elected by a majority vote at the next General Meeting.

Section 10: REMOVAL FROM OFFICE

Removal from office may occur by a 2/3 majority vote of the Leadership Team for: missing more than two consecutive Leadership Team meetings without notice, failure to perform assigned duties or intentionally not following through with Leadership Team decisions, corruption, or any act that brings dishonor to the OWL PTO or negates PTO objectives. One week notice of any such vote will be given.

Article 8: DUTIES OF LEADERSHIP TEAM MEMBERS

All Leadership Team members shall perform the duties prescribed in these bylaws; and such other duties as may be delegated. In addition to the duties outlined above (Article 7, Section 3: General Duties of the Leadership Team), Leadership Team members will have the following duties:

Section 1: CHAIR OR CO-CHAIRS

The Chair or Co-Chairs shall:

- a. Construct an agenda for General Meetings with the student Co-Chair(s).
- b. Preside over all meetings with the student Co-Chair(s).
- c. Serve as official OWL PTO representative(s) for legal and other official matters not specifically outlined in these bylaws.
- d. Coordinate and oversee the work of Leadership Team members and Committee Chairpersons to ensure alignment with OWL PTO objectives.
- e. Determine the annual budget.
- f. Approve routine expenditures and bills within the limits of the budget.
- g. Serve as primary contact(s) for the Principal or Principal's designee to discuss any upcoming activities and plans and seek approval.
- h. Be authorized to sign OWL PTO checks, make purchases with OWL PTO debit cards, or withdraw funds.
- i. Be authorized to make OWL PTO banking deposits.
- j. Review the bylaws annually and ensure that the bylaws are updated as necessary.

Section 2: STUDENT CHAIR OR CO-CHAIRS

The Student Chair or Co-Chairs shall:

- a. Be a current student at Open World Learning Community.
- b. Construct an agenda for General Meetings with the Co-Chair(s).
- c. Preside over all meetings with the Co-Chair(s).

Section 3: SECRETARY

The Secretary shall:

- a. Reserve and arrange meeting space for General Meetings.
- b. Compile and distribute agendas for General Meetings.
- c. Record attendance and Minutes of each General Meeting.

- d. Distribute Minutes to the wider Open World Learning community following each General Meeting prior to the following General Meeting.
- e. Maintain current database of active OWL PTO members as well as their PTO-related volunteer interests & service.

Section 4: TREASURER

The Treasurer shall:

- a. Have custody of all funds and financial records, and maintain accurate accounting of receipts and expenditures with complete written documentation.
- b. Close out all OWL PTO activities and events and collect all monies received by the OWL PTO.
- c. Make disbursements in accordance with the approved budget, as authorized by the Leadership Team.
- d. Maintain the OWL PTO's checking account.
- e. File an information return with the IRS at the end of each fiscal year in accordance with IRS regulations.
- f. Present a financial report at regular General Meetings.
- g. Prepare and present an end of the year financial report after all activities have been closed out for the fiscal year.
- h. Sign orders, fundraising contracts and vouchers.
- i. Determine the annual budget.
- j. Approve routine expenditures and bills within the limits of the budget.
- k. File annual renewal with the Minnesota Secretary of State and Office of the Minnesota Attorney General.

Article 9: MEETINGS & VOTING

Section 1: LEADERSHIP TEAM MEETINGS

In addition to regular Community Meetings, the Leadership Team shall meet as needed to accomplish the work of the OWL PTO.

Section 2: GENERAL MEETINGS

Regular General Meetings shall be held at Open World Learning Community to conduct the business of the OWL PTO. There shall be a minimum of four General Meetings annually. The General Meeting schedule for the school year shall be determined by the Leadership Team in September and posted on the PTO website and school calendar.

Section 3: SPECIAL MEETINGS

Special Meetings may be called for any purpose at any time by the Leadership Team, with one week's notice when possible but not less than 24 hours before such meeting.

Section 4: VOTING

Each member in attendance at a PTO General Meeting is eligible to vote. Absentee and proxy votes are not permitted. A 2/3 majority vote of any members in attendance at any OWL PTO General Meeting shall constitute a quorum necessary for the transaction of business.

Section 5: RULES OF ORDER

Robert's Rules of Order shall govern meetings in all cases in which they are applicable and in which they are not in conflict with these bylaws.

Article 10: FINANCIAL POLICIES

Section 1: FISCAL YEAR

The fiscal year of the OWL PTO shall begin on September 1st and end on the following August 31th.

Section 2: RECORDKEEPING

The OWL PTO shall keep accurate records of any disbursements, income, and bank account information. All receipts, invoices, statements and other financial documentation must be given to the Treasurer within 30 days.

Section 3: BANKING

All funds shall be kept in a checking account in the name of Open World Learning Community Parent Teacher Organization (OWL PTO) held at a local financial institution. There must be a minimum of \$500.00 in the bank account at all times.

Section 4: BUDGET

The Annual Budget shall be approved by a majority vote at a General PTO Meeting in May following the election of the new Leadership Team. A minimum of \$500 carryover balance shall be left in the treasury at the end of each fiscal year.

Section 5: REQUESTS FOR PTO FUNDS

All Open World Learning Community staff, school or PTO committees, and student group organizations shall be able to request PTO funds consistent within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code. The Leadership Team shall review requests for PTO funds and compare them with OWL PTO objectives and bylaws to determine if the request will be approved by the Leadership Team.

Section 6: REIMBURSED EXPENSES

- a. All receipts and invoices for approved expenses to be reimbursed must be submitted to the Treasurer, along with a completed Reimbursement Form, no later than 30 days after the closing of the activity or event.
- b. Approved expenses are those expenditures that have been identified in the Annual Budget.
- c. The OWL PTO shall NOT authorize reimbursement for payment of sales tax that would not normally be required by a tax-exempt organization.

- d. If the Treasurer is not available to disburse payment, the Chair(s) may write checks for reimbursement of approved expenses.

Section 7: NON-BUDGETED EXPENDITURES

The Leadership Team shall approve by a majority vote all expenditures not in the budget prior to the distribution of funds as follows: amounts of \$150 and less may be approved by at least two Leadership Team members, and amounts over \$150 shall be voted on by the Leadership Team.

Section 8: COLLECTED MONIES

Within 3 days after the close of an activity or event where monies have been collected, a minimum of two adults not related to each other shall count the money, complete a Money Counting Form, and turn over monies and the form to the Treasurer. Monies should then be deposited within two business days by the Treasurer, or if the Treasurer is not available by another member of the Leadership Team.

Section 9: NSF CHECKS

When a check written to the OWL PTO is returned for non-sufficient funds, the Treasurer will send a letter to the checking account holder via mail or email. The letter will include a copy of the returned check, a request for the written amount plus the fees charged to OWL PTO.

Article 11: CONFLICT OF INTEREST

The OWL PTO shall not enter into any contract or transaction with a member of the Leadership Team, or an organization in or of which this organization's Leadership Team, or a member of the family of the Leadership Team, is a Director, officer or legal representative or has a material financial interest; unless the material facts as to the contract or transaction and as to the Director's or officer's interest are fully disclosed or known to the entire Leadership Team, and the Leadership Team authorizes, approves, or ratifies the contract or transaction in good faith by the affirmative vote (without counting any interested Director) of a majority at a Community Meeting. For purposes of these Bylaws, "member of the family of the Leadership Team" shall mean the spouse, parent, child, spouse of a child, brother, sister, or spouse of a brother or sister. Failure to comply with the provisions of this Section shall not invalidate any contract or transaction to which this organization is a party.

Article 12: PERSONAL LIABILITY

No member of the OWL PTO shall be personally liable for the debts or obligations of this organization of any nature whatsoever, nor shall any of the property of any members be subject to the payment of the debts or obligations of this organization.

Article 13: DURATION & DISSOLUTION

Section 1: DURATION

The duration of the corporate existence of the OWL PTO shall be perpetual until dissolution.

Section 2: DISSOLUTION

The OWL PTO may be dissolved with a 2/3 majority vote of all PTO members present at a Special Meeting called for the purpose of dissolution and publicized at least two weeks in advance.

Section 3: DISTRIBUTION OF ASSETS

Upon dissolution of this organization, after paying or adequately providing for the debts and obligations of the OWL PTO, any remaining assets shall be donated to Open World Learning Community. If the Open World Learning Community ceases to exist, remaining assets of the OWL PTO shall be distributed to the St. Paul Public School District within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code.

Article 14: AMENDMENTS

These bylaws shall be reviewed every year. Amendments to the OWL PTO bylaws may be proposed by any PTO member and may be submitted at any meeting of members or special meeting called for this purpose. Notice of the proposed amendment(s) shall be available to all OWL PTO members at least 7 days prior to a vote. A 2/3 majority vote of all members present is required to adopt an amendment to the bylaws.

Amendments approved May 21, 2013
Amendments approved July 20, 2020