



**THE  
WORTHINGTON KILBOURNE HIGH SCHOOL  
PARENT – TEACHER ORGANIZATION**

**BYLAWS  
2008**

Date of meeting at which these bylaws were approved: \_\_\_\_\_ April 9, 2008 \_\_\_\_\_

Signature of the President of WKHS PTO: \_\_\_\_\_

Patricia Vandewalle

## TABLE OF CONTENTS

ARTICLE I	NAME.....	2
ARTICLE II	PURPOSES.....	2
ARTICLE III	GENERAL MEMBERSHIP .....	3
ARTICLE IV	OFFICERS .....	3
ARTICLE V	EXECUTIVE BOARD.....	5
ARTICLE VI	COMMITTEES .....	6
ARTICLE VII	MEETINGS OF THE EXECUTIVE BOARD .....	7
ARTICLE VIII	MEETINGS OF THE GENERAL MEMBERSHIP.....	8
ARTICLE IX	INDEMNIFICATION AND INSURANCE .....	8
ARTICLE X	FISCAL YEAR.....	11
ARTICLE XI	DISSOLUTION .....	11
ARTICLE XII	AMENDMENTS .....	11
ATTACHMENT A	STATEMENT OF FINANCIAL REVIEW .....	12
ATTACHMENT B	RECORD OF CURRENT COMMITTEES.....	13

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**ARTICLE I - NAME**

**Section 1.01. Name and Organizational Structure.**

- a. The Worthington Kilbourne High School Parent-Teacher Organization (the "WKHS PTO") is a nonprofit corporation organized and existing under the Ohio Nonprofit Corporation Law.

**Section 1.02. Tax Status.**

- a. In accordance with the status of the WKHS PTO as a tax-exempt, nonprofit corporation described in Section 501(c)(3) of the Internal Revenue Code, the WKHS PTO is organized and shall be operated exclusively for charitable and educational purposes as set forth in Article II.

**ARTICLE II – PURPOSES**

**Section 2.01. Purposes.**

The purposes of the WKHS PTO are:

- a. To help create and maintain a positive school climate for all students of this high school;
- b. To promote programs within the school community aimed at encouraging each student to achieve their fullest potential;
- c. To participate in the decision-making process establishing school policy;
- d. To work in cooperation with other school and community organizations which support this high school;
- e. To provide a means for parent support and participation in the operation of this high school;
- f. To participate in presenting this high school, its students, staff and programs to the public; and
- g. To provide merit scholarships to college-bound graduating seniors.

**Section 2.02. Methods.**

The means of accomplishing the goals of the WKHS PTO are as follows:

- a. Promotion. The purposes of the WKHS PTO are promoted through advocacy and educational programs directed toward parents, teachers, students, and the general public.
- b. Projects. The objectives of the WKHS PTO are achieved through the projects and programs developed through meetings of the general membership, standing committees, special committees, and the Executive Board.
- c. Non-partisan. This organization shall not, directly or indirectly, participate or intervene in any way, including the publishing and distribution of statements, in any political campaign on behalf of, or in opposition to any candidate for any public office; or devote more than an in-substantial part of its activities to attempting to influence legislation by propaganda or otherwise.
- d. Bylaws. Meetings, projects, and programs are governed and qualified by the policies set forth in these bylaws.
- e. Parliamentary Authority. Robert's Rules of Order Newly Revised shall govern the WKHS PTO in all cases in which they are applicable and in which they are not in conflict with these bylaws.

## ARTICLE III – GENERAL MEMBERSHIP

### Section 3.01. Enrollment.

- a. Membership in the WKHS PTO shall be open to all parents/guardians, faculty, and administrators in the Worthington School District and to any other persons interested in furthering the objectives of the WKHS PTO and shall be made available without regard to race, creed, color, gender, age, sexual orientation, disability, or national origin.
- b. Enrollment. The WKHS PTO shall conduct an annual enrollment of members; however, persons may be admitted to membership at any time.

### Section 3.02. Benefits.

- a. Benefits. Dues-paying members in good standing shall be entitled to participate in meetings of the general membership and of the Executive Board, to introduce motions, to debate motions, to vote, and to serve in any of the elective or appointive positions of the WKHS PTO.
- b. Individual Members shall be entitled to cast one vote with respect to all matters which the Executive Board sets for resolution by a vote.
- c. Family Memberships may be provided for by the Executive Board. Each Family Membership is entitled to cast one vote with respect to all matters which the Executive Board sets for resolution by a vote.

### Section 3.03. Dues.

- a. Mandatory Dues. Each member shall pay annual dues to the WKHS PTO. The amount shall be determined by the Executive Board prior to the annual membership drive.

### Section 3.04. Under Age Members.

- a. Members who are under 18 years of age are prohibited under Ohio law from signing contracts that bind the members of the WKHS PTO.

## ARTICLE IV - OFFICERS

### Section 4.01. Officers.

- a. Officers of the WKHS PTO shall consist of one President, one President-Elect, one Secretary, one Treasurer and such other officers and co-officers as the Executive Board may from time to time designate.
- b. Executive Board. All officers of the WKHS PTO shall be included as members of the Executive Board.

### Section 4.02. Election and Terms.

- a. Election of officers shall take place at each Annual Meeting in May of the Executive Board or, if there are any vacancies, at any regular or special meeting for which notice is given as provided for in these bylaws.
- b. Votes. All officers shall be elected by a majority vote of the Executive Board.
- c. Term of Officers. Officers (with the exception of the Treasurer) shall assume their official duties at the close of the Annual Meeting in May and shall serve for a term of one year or until their successors are elected.
- d. Term of Treasurer. The Treasurer shall assume official duties after the financial records of the previous year are reviewed by the Financial Review Committee and shall serve for a term of one year. The dates of the Treasurer's term shall correspond with the dates of the fiscal year of the WKHS PTO.
- e. Concurrent Offices. The same individual may be elected to more than one office as approved by the Executive Board.
- f. Term Limits. Officers shall not be eligible to serve more than two consecutive full terms in the same office. In regards to term limits, a person who has served more than half of a term shall be credited with having served that term in full.

**Section 4.03. Vacancies.**

- a. Officers. The unexpired term of any vacant office (with the exception of the President) may be filled by the Executive Board at any regular or special meeting for which notice is given as provided in these bylaws.
- b. President. The unexpired term of any vacancy in the office of the President shall be automatically filled by the President-Elect.

**Section 4.04. General Duties.**

- a. All officers shall perform the duties prescribed by these bylaws, the standing rules, and by the parliamentary authority adopted by the WKHS PTO and such other duties as may be prescribed by the Executive Board.
- b. Term Expiration. Upon the expiration of the term of office or when individuals cease to hold an office, they shall be relieved of all duties and responsibilities. At the annual meeting of the Executive Board in May, all records, books, and other materials pertaining to the position shall be turned over to the President and all funds pertaining to their position shall be turned over to the Treasurer.

**Section 4.05. Duties of the President.**

The President shall:

- a. Coordinate the work of the officers and committees in order that the purposes of the WKHS PTO may be advanced;
- b. Have the general powers and duties usually vested in the "chief executive officer" of a nonprofit corporation under the laws of the State of Ohio;
- c. Preside at all meetings of the Executive Board and the general membership;
- d. Appoint committee chairs with the exception of the Nominating Committee;
- e. Work with the incoming Treasurer to ensure that a fiscal year budget is prepared and submitted for approval at the first regular meeting of the Executive Board; and
- f. Serve as an ex-officio member of all committees except the Financial Review Committee.

**Section 4.06. Duties of the President-Elect.**

The President-Elect shall:

- a. Act as an aide to the President;
- b. Perform all duties of the President in the President's absence or inability to serve;
- c. Serve as guardian of these bylaws and is responsible for enforcement of the provisions of these bylaws;
- d. Chair the Nominating Committee; and
- e. Serve out the unexpired term of the President in the event that a vacancy is created in the office of the President.

**Section 4.07. Duties of the Secretary.**

The Secretary shall:

- a. Perform administrative duties as shall be necessary or desirable to carry out the purposes of the WKHS PTO;
- b. Record the minutes of all meetings of the Executive Board;
- c. Maintain a current membership list and send out correspondence and meeting notifications as directed by the President;
- d. File all documents as required by the Worthington School District for insurance, bonding, and other purposes;
- e. Keep a current copy of the bylaws and standing rules;
- f. Serve as the custodian of the permanent files and property of the WKHS PTO; and

- g. Perform such other duties as may be established by the President with the consent of the Executive Board.

#### **Section 4.08. Duties of the Treasurer.**

The Treasurer shall:

- a. Have the general powers and duties usually vested in the "chief financial officer" of a nonprofit corporation under the laws of the State of Ohio;
- b. Have custody of all of the funds of the WKHS PTO;
- c. Maintain the books of account;
- d. Work with the President to ensure that a fiscal year budget is prepared and submitted for approval at the first regular meeting of the Executive Board;
- e. Keep a full and accurate record of receipts and expenditures;
- f. Make disbursements in accordance with the approved annual budget as authorized by the Executive Board;
- g. Have all checks for an amount greater than \$200 signed by two people: the Treasurer and one other officer;
- h. Provide a financial report at every meeting of the Executive Board and at other times when requested by the Executive Board;
- i. Provide a financial report at any meeting of the general membership;
- j. File tax documents as required for compliance with the Internal Revenue Code and IRS Series 990 Forms;
- k. Present an annual financial report of the financial condition of the WKHS PTO;
- l. Submit the financial records annually, or upon the change of position of the Treasurer, to the Financial Review Committee for a review of financial accuracy. Upon satisfaction that the Treasurer's accounting for that fiscal year is accurate, member(s) of the Financial Review Committee shall sign a statement of that fact at the end of the report (For sample wording of this statement refer to Attachment A to these bylaws.);
- m. Report the findings of the annual financial review to the Executive Board or to the President as authorized by the Executive Board; and
- n. Perform such other duties as may be established by the President with the consent of the Executive Board.

### **ARTICLE V – EXECUTIVE BOARD**

#### **Section 5.01. Members.**

- a. Board Size. The exact size of the Executive Board may be established by the members of the Executive Board from time to time, but shall never be less than three.
- b. Executive Board members shall consist of the elected officers, the immediate past president, the principal of Worthington Kilbourne High School, the chair of each standing and special committee, and a representative elected by the faculty members of Worthington Kilbourne High School.
- c. Special members. Others may be invited to sit as members of the Executive Board when appointed by the President and approved by the Executive Board. At the discretion of the Executive Board, these members of the Executive Board may or may not be given voting rights in connection with the business of the Executive Board. Such members shall serve at the discretion of the Executive Board.
- d. Resignation. Any member of the Executive Board may resign at any time by notice in writing to the Executive Board.
- e. Removal. Any member of the Executive Board may be removed from office with or without cause by the affirmative majority vote of the whole number of members of the Executive Board.

**Section 5.02. Duties of the Executive Board.**

The Executive Board of the WKHS PTO shall:

- a. Have the general powers and duties usually vested in the "trustees" of a nonprofit corporation under the laws of the State of Ohio;
- b. Be a member in good-standing with the WKHS PTO;
- c. Transact business as necessary to fulfill the purposes of the WKHS PTO;
- d. Each member of the Executive Board shall have one vote in conducting the business of the Executive Board;
- e. Elect the officers of the WKHS PTO;
- f. Fill vacancies in elective and appointive positions;
- g. Review and approve the fiscal year budget at the first regular meeting of the Executive Board;
- h. Review and approve amendments to the fiscal year budget as needed throughout the year;
- i. Approve the establishment of all standing and special committees;
- j. Approve the plans of the work of the standing and special committees;
- k. Approve the appointment of all representatives to and from the WKHS PTO; and
- l. Report at all meetings of the Executive Board and general membership.

**ARTICLE VI – COMMITTEES****Section 6.01. Committees.**

- a. Creation. The Executive Board may from time to time establish standing and special committees of the Board and appoint members as shall be necessary or desirable to carry out the purposes of the WKHS PTO.
- b. Standing Committees are permanent committees of this Executive Board.
- c. Special Committees may be created at the discretion of the Executive Board to provide a limited function or to exist for a limited duration as prescribed by the Executive Board.
- d. Record. The standing and special committees of the WKHS PTO for the current year shall be as recorded in Attachment B to these bylaws.
- e. Executive Board. The chair of each committee shall be appointed by the President and included as a member of the Executive Board.
- f. Term. Committee chairs shall serve for a term of one year, or until their successors are elected or until the objectives of the committee are completed as approved by the Executive Board.
- g. Committee Work. Committee chairs shall present plans of work to the Executive Board and update a detailed job description as necessary. No committee work shall be undertaken without the approval of the Executive Board.
- h. Committee Voting. Each committee shall act by a majority vote of the whole number of its members.

**Section 6.02. Committee Limitations.**

- a. Each committee shall serve at the pleasure of the Executive Board. The Executive Board may prescribe or limit the power and duties of any committee.
- b. Committees shall be subject to the control and direction of the Executive Board.
- c. No committee shall have the authority to approve any action for which the approval of the Executive Board is required by the Ohio Nonprofit Corporation law.
- d. No committee shall have the authority to establish committees of the Executive Board or to appoint members thereof.
- e. No committee shall have the authority to fill vacancies on the Executive Board or any committee.

**Section 6.03 Nominating Committee.**

- a. Members. There shall be a Nominating Committee consisting of the President, President-Elect and Secretary of the WKHS PTO.
- b. Chair. The President-Elect shall serve as chair of the Nominating Committee.
- c. Duties. The Nominating Committee shall select at least one nominee for each elected office of the WKHS PTO and shall present a report of its nominee selections to the Executive Board at its April meeting. Following the presentation of its report to the Executive Board at the April meeting, an opportunity shall be given for nominations from the floor. All nominees shall be considered and voted upon by the Executive Board at its annual meeting in May. If vacancies exist in the slate of officer nominees when the April meeting ends, those nominees may be added at a date after the April meeting; however, nominees must be announced no later than 7 days via hard copy or electronic means prior to the May meeting.
- d. Required Notice. The Nominating Committee shall give public notice that it will be making nominations for all offices not less than seven days prior to its meeting to nominate.
- e. Nominees. Only individuals who have consented to serve if elected shall be eligible for nomination. The President-elect shall automatically be nominated for the office of President.

**ARTICLE VII – MEETINGS OF THE EXECUTIVE BOARD****Section 7.01. Meetings of the Executive Board.**

- a. Regular meetings of the Executive Board shall be held with the date, time, and place to be fixed by the Executive Board, or by the President as authorized by the Executive Board, at its first meeting of the year.
- b. Annual meeting of the Executive Board shall be held each year in May with the date, time, and place to be fixed by the Executive Board or by the President as authorized by the Executive Board.
- c. Special meetings of the Executive Board may be called by the President or when requested by three members of the Executive Board upon seven days notice of the date, time, and place to each member of the Executive Board. No other business other than that which is stated in the call shall be transacted at this special meeting.

**Section 7.02. Notification of Executive Board Meetings.**

- a. Notice of the date, time, and place of all meetings of the Executive Board shall be given to each member of the Executive Board no less than seven days before the date of such meeting. Notice shall be considered given if delivered using the contact information specified in the records of the WKHS PTO for each Executive Board member.
- b. Notification Methods. Notice may be given by any reasonable means and may include verbal, hard copy, or electronic means. Electronic means may include but not be limited to: facsimile, text message, and email communications.

**Section 7.03. Quorum and Voting.**

- a. Quorum. Ten members of the Executive Board, at least two of which are officers, shall constitute a quorum for the transaction of business at any meeting of the Executive Board.
- b. Voting. The vote of a majority of WKHS PTO members present at a duly called meeting at which a quorum is present shall constitute the action of the Executive Board.
- c. Committee Representative. If a chair from any of the committees is absent from any meeting of the Executive Board, a co-chair or assistant chair for that committee may take the place of the chair at the meeting for quorum and voting purposes.

**Section 7.04. Action without Meeting.**

- a. Any action which might be taken at any meeting of the Executive Board may be taken without such meeting by a majority vote of all of the members of the Executive Board using hard copy or electronic means. The evidence of such action taken without a meeting shall be filed with the

Secretary of the WKHS PTO and inserted in the permanent records relating to meetings of the Executive Board.

## **ARTICLE VIII – MEETINGS OF THE GENERAL MEMBERSHIP**

### **Section 8.01. Meetings of the General Membership Called by the Executive Board.**

- a. Meetings of the general membership of the WKHS PTO may be called by the Executive Board whenever the Executive Board deems it necessary.
- b. Notice of the date, time, and place of all general membership meetings shall be made public at least seven days in advance of such meeting using reasonable means including WKHS PTO website.
- c. Quorum and voting at such meetings shall follow the procedures outlined in these bylaws for regular Executive Board meetings.

### **Section 8.02. Meetings of the General Membership Imposed by the General Membership.**

- a. The general membership of the WKHS PTO may require the Executive Board to call a meeting of the general membership by submitting a petition to the Executive Board signed by not less than 10% of the WKHS PTO members in good standing. Such meeting shall be convened not more than 30 days after the petition is presented to the Executive Board.
- b. Notice of the date, time, and place of all general membership meetings shall be made public at least seven days in advance of such meeting.
- c. Quorum. The presence at such meeting of 20% of the members of the WKHS PTO, regardless of the presence of a quorum of the Executive Board, shall constitute a quorum for the transaction of business at such meeting.
- d. Voting. The vote of a majority of WKHS PTO members present at such a duly called meeting at which a quorum is present shall constitute the action of the WKHS PTO.

## **ARTICLE IX – INDEMNIFICATION AND INSURANCE**

### **Section 9.01. Insurance.**

- a. The WKHS PTO shall make certain that insurance and bonding coverage shall be provided or shall furnish similar protection on behalf of any person who is or was an Executive Board member, officer, employee, agent or volunteer of the WKHS PTO, or is or was serving at the request of the WKHS PTO as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profits), partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the WKHS PTO would have the obligation or the power to indemnify him against such liability under the provisions of these bylaws.

### **Section 9.02. Mandatory Indemnification.**

- a. The WKHS PTO shall indemnify any Executive Board member or officer of the WKHS PTO who was or is a party or is threatened to be a party to any threatened, pending or completed action, suit or proceeding, whether civic, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the WKHS PTO), by reason of the fact that he is or was a Board member, officer, employee, agent or volunteer of the WKHS PTO, or is or was serving at the request of the WKHS PTO as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust or other enterprise, against expenses (including without limitation, attorney's fee, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actual and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the WKHS PTO, and with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. A person claiming indemnification under this Section shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a

manner he reasonably believed to be in or not opposed to the best interests of the WKHS PTO, and with respect to any criminal matter, to have had no reasonable cause to believe his conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, rebut such presumption.

### **Section 9.03. Court-Approved Indemnification.**

Anything contained in these Regulations or elsewhere to the contrary notwithstanding:

- a. The WKHS PTO shall not indemnify any Executive Board member or officer of the WKHS PTO who was a party to any completed action or suit instituted by or in the right of the WKHS PTO to procure a judgment in its favor by reason of the fact that he is or was a Board member, officer, employee, agent or volunteer of the WKHS PTO, or is or was serving at the request of the WKHS PTO as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust or other enterprise, in adjudged to be liable for acting with reckless disregard for the best interests of the WKHS PTO or misconduct (other than negligence) in the performance of his duties to the WKHS PTO unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio, or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and
- b. The WKHS PTO shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section.

### **Section 9.04. Indemnification for Expenses.**

- a. Anything contained in these Regulations or elsewhere to the contrary notwithstanding, to the extent that an Executive Board member or officer of the WKHS PTO has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.02, or in defense of any claim, issue or matter therein, he shall be promptly indemnified by the WKHS PTO against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonable incurred by him in connection therewith.

### **Section 9.05. Determination Required.**

Any indemnification required under Section 9.02 and not precluded under Section 9.03 shall be made by the WKHS PTO only upon a determination that such indemnification of the executive Board member or officer is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 9.02. Such determination may be made only:

- a. By a majority vote of a quorum of the members of the Executive Board of the WKHS PTO who were not and are not parties, to or threatened with, any such action, suit or proceeding;
- b. If such a quorum is not obtainable or if a majority of a quorum of disinterested Executive Board members so directs, in a written opinion by independent legal counsel other than an attorney retained previously by the WKHS PTO, or a firm having associated with it an attorney, who has been retained by or who has performed services for the WKHS PTO, or any person to be indemnified, within the past five (5) years; or
- c. By the Court of Common Pleas of Franklin County, Ohio or (if the WKHS PTO is a party thereto) the court in which such action, suit or proceeding was brought, if any.
- d. Any such determination may be made by a court under paragraph (c) of this Section at any time (including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by, or have been denied or disregarded by the disinterested Executive Board members under paragraph (a) or by independent legal counsel under paragraph (b) of this Section). No decision for any reason to make any determination required under this Section, and no decision for any reason to deny any such determination, by the disinterested Executive Board members under paragraph (a) or by independent legal counsel under paragraph (b) of this Section shall be evidence in rebuttal of the presumption recited in Section 9.02. Any determination made by the disinterested Executive

Board members under paragraph (a) or by independent counsel under paragraph (b) of this Section to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the WKHS PTO shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of Franklin County, Ohio, or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

#### **Section 9.06. Advances for Expenses.**

Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 9.02 shall be paid by the WKHS PTO in advance of the final disposition of such action, suit or proceeding to or on behalf of the Executive Board member or officer promptly as such expense are incurred by him, but only if such Executive Board member or officer shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he shall not have been successful on the merits or otherwise:

- a. If it shall ultimately be determined as provided in Section 9.05 that he is not entitled to be indemnified by the WKHS PTO as provided under Section 9.02; or
- b. If, in respect of any claim, issue or other matter asserted by or in the right of the WKHS PTO in such action or suit, he shall have been adjudged to be liable for acting with reckless performance of his duties to the WKHS PTO, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio, or the court in which such action or suit was brought, shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he is fairly and reasonable entitled to all or part of such indemnification.

#### **Section 9.07. Article IX Not Exclusive.**

- a. The indemnification provided by this Article shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles of Incorporation or these bylaws or any agreement, vote of disinterested Executive Board members, or otherwise, both as to action in his official capacity and as to action in another capacity while hold such office, and shall continue as to a person who has ceased to be an Executive Board member or officer of the WKHS PTO and shall inure to the benefit of the heirs, executors, and administrators of such person.

#### **Section 9.08. Certain Definitions.**

For purposes of this Article, and as examples and not by way of limitation:

- a. A person claiming indemnification under this Article shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.02, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him, without a conviction of him, without the imposition of a fine upon him and without his payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or otherwise results in a vindication of him);
- b. References to an "other enterprise" shall include employee benefit plans; references to a "fine" 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 WKHS PTO" shall include any service as an Executive Board member, officer, employee, agent or volunteer of the WKHS PTO which imposes duties on, or involves services by such Executive Board member, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries and a person who acted in good faith and in a manner he reasonably believed to be in the best interests 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 WKHS PTO" within the meaning of that term as used in this Article;
- c. The term "volunteer" shall mean an Executive Board member, officer or agent of the WKHS PTO, or another person associated with the WKHS PTO, who (i) performs services for or on

behalf of, and under the authority or auspices of, the WKHS PTO, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the WKHS PTO and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest perquisites.

#### **Section 9.09 Venue.**

- a. Any action, suit or proceeding to determine a claim for indemnification under this Article may be maintained by the person claiming such indemnification, or by the WKHS PTO, in the Court of Common Pleas of Franklin County, Ohio. The WKHS PTO and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his person by the Court of Common Pleas of Franklin County, Ohio, in any such action, suit or proceeding.

### **ARTICLE X – FISCAL YEAR**

#### **Section 10.01. Fiscal Year.**

- a. The fiscal year of the WKHS PTO shall run from August 1 following the annual meeting in May to July 31 of the next year or on such other date as may be fixed from time to time by the Executive Board.

### **ARTICLE XI – DISSOLUTION**

#### **Section 11.01. Dissolution.**

- a. In the event of the dissolution of the WKHS PTO, its assets shall be distributed for one or more of the exempt purposes specified in Section 501(c)(3) of the Internal Revenue Code.

### **ARTICLE XII – AMENDMENTS**

#### **Section 12.01. Amendments to these Bylaws.**

- a. Amendments. These bylaws may be amended upon the affirmative majority vote at a meeting of the general membership or of the Executive Board at which a quorum is present.
- b. Revised Bylaws. A special committee may be appointed to submit a revised set of bylaws as a substitute for the existing bylaws. The revised set of bylaws shall be adopted upon the affirmative majority vote at a meeting of the general membership or of the Executive Board at which a quorum is present.
- c. Notice of the proposed amendments or revised set of bylaws shall be made available to the general membership 30 days prior to such meeting.

**ATTACHMENT A**  
**STATEMENT OF FINANCIAL REVIEW**

The following is sample wording of a statement of financial review as required by these Bylaws:

"I (we) have reviewed the financial records of the Worthington Kilbourne High School Parent-Teacher Organization for the fiscal year ending July 31, \_\_\_\_\_.

My (our) review included examination of the receipts, disbursements, and bank reconciliations. My (our) review also included tests for compliance and mathematical accuracy.

Based upon my (our) knowledge, information, and belief, these books and records are reasonably and accurately stated.

This financial review shall be for the use of the WKHS PTO for the sole purpose of complying with the provisions of the WKHS PTO Bylaws.

Signed and dated below by each member of the Financial Review Committee."

## **ATTACHMENT B**

### **2007 – 2008 RECORD OF STANDING COMMITTEES**

Academic Honors Committee  
Academic Signing Committee  
Directory Committee  
Financial Review Committee  
Graduation CDs Committee  
Hospitality Committee  
Landscaping Committee  
Membership Committee  
Newsletter Committee  
Nominating Committee  
PTA Council Delegates  
Publicity Committee  
Scholarship Committee  
Scholarship Selections Committee  
Seminar Speakers Committee  
Senior Banners Committee  
Senior Projects Committee  
Socratic Society Committee  
Spirit wear Committee  
Student of the Month Committee  
Sunshine Committee  
Teacher Appreciation Committee  
Volunteers Committee  
Web Site Committee

### **2007 – 2008 RECORD OF SPECIAL COMMITTEES**

Bylaws Revision Committee