

**COMMODORE OPTIONS SCHOOL  
ODYSSEY MULTIAGE PROGRAM  
PARENT-TEACHER ORGANIZATION (PTO) BY-LAWS**

**PURPOSE**

The purpose of the Odyssey Parent-Teacher Organization (OPTO) is to conduct fundraising activities and prioritize and allocate funds raised. OPTO will consider requests for such prioritization and allocation. The purpose of the fundraising is to:

1. Support program needs that are not covered by Bainbridge Island School District funds.
2. Provide the teachers, staff and students with programs, events, celebrations, and materials that enhance the curriculum and encourage school spirit.

OPTO is a tax-exempt 501c(3) organization that operates under the umbrella of the Bainbridge Island School District Parent Teacher Organization Coordinating Council (PTOCC). This enables families and the larger community to make tax-deductible contributions to support the program.

**ARTICLE I: LOCATION**

The principal location of OPTO shall be at the Odyssey Multiage Program, Commodore Options School, 9350 NE High School Road, Bainbridge Island, Washington, 98110. This includes grades K-8 of School District #303 (“Odyssey”).

**ARTICLE II: MEMBERS**

1. **OPTO Members.** All parents/guardians of Odyssey students and the teachers and staff of Odyssey shall be deemed members of the organization.
2. **OPTO Leadership.** OPTO Leadership shall consist of two representatives from each classroom, OPTO Executive Officers, Committee Chairs, and any Odyssey staff member, administrator or designee identified as liaison to ensure communication between parents and Odyssey teachers/staff.
3. **OPTO Executive Board.** The Executive Board shall consist of two Co-Presidents, Secretary, Leadership Chair and Treasurer.

**ARTICLE III: OPTO EXECUTIVE OFFICERS**

1. **Designations.** The Executive Officers of OPTO shall be elected by majority vote of OPTO Members. Executive Officers shall consist of two Co-Presidents, Secretary, Leadership Chair, and Treasurer. Collectively, the Officers shall be known as the OPTO Executive Board (“Board”).
2. **Qualification of Officers.** Each person selected as an Officer must be a member of OPTO.
3. **Term.** Co-President, Secretary, and Treasurer are two year positions beginning on June 1st of Year 1 and ending on June 30th Year 2. The Leadership Chair position is a one year term, beginning on June 1 and ending on June 30 of the following year. OPTO Officers are expected to serve a *minimum* of one year and are encouraged to serve for two years to ensure continuity of their role. A *maximum* of two years in the same position is recommended in order to ensure a variety of volunteer support. In the selection process, if a Board position is left unfilled, the acting Officer may extend her/his term upon Board approval, until a new Officer is appointed.

4. **Selection of New Officers.** Election of new Officers will occur before the end of the school year. Nominations shall be invited in March or April for any open Board positions. Individuals nominated will be announced via Newsletter and voted on by OPTO Members prior to June 1st, either at a Parent Meeting or by other means as the Board determines appropriate. In the case that no one nominates themselves, the Outgoing Executive Officers must recruit and select the next nominees for their role.
5. **Mid-Term Vacancies.** All midterm vacancies by OPTO Executive Officers shall be filled by appointment by the remaining Executive Officers, or by election by OPTO Members as determined by the remaining Officers of the OPTO Executive Board. Decisions shall be made by majority vote of the Executive Board. In the case of a tie, final authority rests with the Co-President with the most tenure.
6. **Commitment Requirements.** The following requirements are necessary for Executive Officers:
  - a. Each Executive Officer shall fulfill their Office according to their job description.
  - b. If they are unable to fulfill their duties, they must notify the other OPTO Executive Officers in writing so appropriate measures can be taken.
  - c. Each Executive Officer shall attend each General OPTO Meeting; otherwise notify any absences in advance and submit a written report to be read by another Executive Officer at the meeting as appropriate.
  - d. Each Executive Officer shall update and edit any files pertaining to their role, including job description and responsibilities, to be shared with the incoming Executive Officer.
  - e. Any Officer vacating their position is required and responsible for onboarding the incoming Executive Office prior to the start of the next school year. Onboarding may include but is not limited to transferring technology and data, accounts, documents, and procedures, as well as training the incoming Executive Officer in the role. The outgoing Executive Officer should support the new Executive Officer as an advisor during the period of transition.
7. **Compensation.** No compensation shall be paid to OPTO Executive Officers or any OPTO member for their service.
8. **Pecuniary Interest of Officer.** No OPTO Executive Officer shall have a pecuniary interest in a contract or transaction with OPTO unless her/his interest is disclosed to the entire OPTO Executive Board and approved by a simple majority vote from OPTO Members.
9. **Delegation.** In the case of absence or inability to fulfill the duties as an Executive Officer of OPTO, the OPTO Executive Officers may delegate the powers of duties of such Officer to any other Officer or member of the OPTO organization. Decisions shall be made by majority vote of the Executive Board. In the case of a tie, final authority rests with the Co-President with the most tenure.

#### **ARTICLE IV: OFFICER ROLE DESCRIPTIONS**

1. **Co-President.** The OPTO Co-Presidents oversee the general supervision of affairs of OPTO and the Leadership structure as OPTO Leadership creates, plans and executes various programs, events, celebrations, and materials that enhance the curriculum and encourage school spirit. The OPTO Co-Presidents shall prepare the agenda and preside at all Leadership Meetings and Parent Meetings. The Co-Presidents shall communicate regularly with the school Principal, in particular after Leadership Meetings to share information. The Co-Presidents shall represent OPTO at all monthly PTOCC (coordinating council) meetings held at designated locations. In the event that the President cannot preside over any meeting or attend the PTOCC meeting, he/she may appoint any other Board member or member of OPTO Leadership as representative. The OPTO Co-Presidents will be responsible for booking space at Commodore for one PTOCC meeting each year. One Co-President acts as co-signer of all checks in conjunction with the Treasurer.
2. **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of OPTO from any source whatsoever, to include directing the creation and passage of the accounting year budget, and to deposit all monies in the name of OPTO in banks, trust companies or

other depositories selected and approved by the Executive Board; reconcile the OPTO books to the bank statements, and in general, perform all duties incidental to the office of Treasurer and such other duties as may be assigned by the Co-Presidents or the Officers. In the event of the Treasurer's absence or inability to act, the Co-Presidents will select another Board member to temporarily perform the duties of Treasurer. In the case that the Co-Presidents cannot find consensus when choosing a replacement, final decision making authority rests with the Co-President with the most tenure. At the expiration of his/her term of office, the Treasurer shall turn over to the incoming Treasurer all property of OPTO in his or her possession and financial statements including an income statement showing the results of its operations during the accounting year, and reconciliation reports of the OPTO books to the bank statements.

3. **Secretary**. The Secretary shall prepare the agenda and preside over all General OPTO Meetings, to be approved by the Co-Presidents. The Secretary shall record minutes for all OPTO Executive Board and General OPTO Meetings, and be responsible for distributing the General OPTO Meeting minutes two weeks before the next monthly meeting to all OPTO Members. General OPTO Meeting minutes will also be posted on the OPTO bulletin board at school and on the website. Board meeting minutes will be available on file. The Secretary shall also maintain a file of appropriate OPTO correspondence and minutes.
4. **Leadership Chair**. The Leadership Chair works in conjunction with the Co-Presidents to plan the agenda for the OPTO Leadership Meeting and Parent Meeting each month. The Leadership Chair shall record minutes for all Leadership Meetings and send a report of the minutes to the OPTO Executive Board and OPTO Leadership. The Leadership Chair shall work closely with the Class Representatives to ensure that communication from Leadership to OPTO Members is consistent and timely. The Leadership Chair will act as a liaison between OPTO Leadership and the OPTO Executive Board, soliciting agenda items and meeting topics one week prior to the monthly Leadership Meeting.

#### **ARTICLE V: MEETINGS**

1. **Executive Meetings**. OPTO Executive Meetings may be held as needed by the OPTO Executive Board. OPTO Executive Meetings will be closed and are for purposes of organizing the affairs of the OPTO Executive Board.
2. **Leadership Meetings**. Meetings of OPTO Leadership will be held monthly, unless otherwise determined by the Executive Board. The purpose of this meeting is to discuss ongoing school business, school issues, questions and concerns submitted by OPTO Members, and to plan the monthly Parent Meetings. The Agenda for this meeting will be sent to all Leadership Members at least two days in advance of the meeting.
3. **General OPTO Meetings**. All OPTO Members are invited to attend the General OPTO Meeting which will be held monthly during the school year, except for the months of December and June, or as determined by the Executive Board. The purpose of this meeting is to consider financial requests, review the budget, allocate funds and other business as deemed necessary. Any General OPTO Member can request an agenda item for the next scheduled General OPTO Meeting as long as the item is given to the Secretary at least two days before the scheduled meeting. The OPTO Secretary shall set the agenda for the General OPTO Meeting.
4. **Parent Meetings**. All OPTO Members are expected to attend Parent Meetings, which will be held monthly, unless the OPTO Leadership determines the meeting should be replaced with a schoolwide event. Parent Meetings will update OPTO Members on current events pertaining to the school, information and education, as well as an opportunity to vote on schoolwide issues and financial decisions.
5. **Special Emergency Meetings**. Special Emergency Meetings of OPTO Members may be called at any time by majority vote of the OPTO Executive Board or by a minimum of 25 General OPTO Members.

6. **Meeting Place and Notice.** All Meetings shall be held at Commodore Options School or a place determined by the OPTO Executive Board. The Meeting location shall be stated in the notice of the Meeting, delivered to all OPTO Members via email, Newsletter, or other means. All Meetings shall have a remote attendance option (i.e.: Zoom). All In-Person Parent Meetings shall have childcare provided at Commodore.
7. **Quorum.** Three officers shall constitute a quorum for OPTO Executive Meetings. Two Officers and one general member shall constitute a quorum for General OPTO Meetings for the transaction of business.
8. **Voting.** A simple majority of those present at a Parent Meeting may approve matters presented for voting.

#### **ARTICLE VI: COMMITTEES**

1. **Committees.** The OPTO Executive Board may designate such committees as it deems necessary to carry on the business of the OPTO. The OPTO Executive Board shall determine the authority of the Committee. Each Committee shall report to the OPTO Executive Board at the General OPTO Meeting.
2. **Committee Chairs.** Every Committee will have at least one chairperson. Committee Chairs are OPTO Members who agree to fill the volunteer position. In the event that more than two Members are interested in a Committee Chair position, the Executive Board will select two Co-Chairs by majority vote. In the case of a tie, final authority rests with the Co-President with the most tenure.
3. **Term.** Each Committee Chair will serve a minimum of one year in the position, with no term limit as long as they have a student attending Odyssey. Any Committee Chair vacating their position is required and responsible for onboarding the incoming Committee Chair prior to the start of the next school year. Onboarding may include but is not limited to transferring technology and data, accounts, documents, and procedures, as well as training the incoming Chair in the role. The outgoing Chair should support the new Chair as an advisor during the period of transition.
4. **Mid-Term Vacancies.** Any mid-term vacancies by Committee Chairs shall be filled by OPTO Members that agree to fill the vacancy.
5. **Committee Requirements.** The following requirements are necessary for each Committee:
  - a. Each Committee shall fulfill their duties according to the designated purpose of the Committee.
  - b. A representative of each Committee shall attend the monthly General OPTO Meeting or submit a report to the minutes to give appropriate updates and information to the OPTO Executive Board.
  - c. If the Committee Chairs are unable to fulfill their duties, they need to notify the OPTO Officers in writing.
  - d. All Committee Chairs shall present requests for fund disbursement at the General OPTO Meetings.
  - e. Committee Chairs must communicate directly with the Treasurer for reimbursement of any approved funds.

#### **ARTICLE VII: CLASS REPRESENTATIVES**

1. **Class Representatives.** Each classroom shall have two OPTO Member representatives to serve as the liaison between parents, teachers and the OPTO Executive Board. The OPTO Executive Board shall determine the authority of the Class Representatives. At least one Class Representative from each classroom shall attend and report at the Monthly Leadership Meeting.

2. **Classrooms.** Every classroom will have two Class Representatives. Class Representatives are OPTO Members who agree to fill the volunteer position. In the event that more than two Members are interested in a Classroom Representative position, the Executive Board will select two Co-Representatives by majority vote. In the case of a tie, final authority rests with the Co-President with the most tenure.
3. **Term.** Each Class Representative will serve a minimum of one year in the position, with no term limit as long as they have a student attending Odyssey. Any Class Representatives vacating their position is required and responsible for recruiting and onboarding the incoming Class Representatives prior to the start of the next school year. Onboarding may include but is not limited to transferring technology and data, accounts, documents, and procedures, as well as training the incoming Class Representative in the role. The outgoing Class Representatives should support the new Class Representatives as advisors during the period of transition.
4. **Mid-Term Vacancies.** Any mid-term vacancies by Class Representatives shall be filled by OPTO Members that agree to fill the vacancy.
5. **Class Representative Requirements.** The following requirements are necessary for each Class Representative:
  - a. Each Class Representative shall fulfill their duties according to the designated purpose of the position as described in the role description. This includes but is not limited to regular communication with the classroom teacher, assisting and/or leading Classroom Meetings, and relaying information via email, newsletters or other means to the parents/guardians of students in the classroom.
  - b. At least one representative of each classroom shall attend the monthly Leadership Meeting; otherwise notify any absences in advance.
  - c. If the Class Representatives are unable to fulfill their duties, they need to notify the OPTO Officers in writing.

#### **ARTICLE VIII: ACCOUNTING**

1. **Accounting Procedures.** The OPTO Treasurer shall establish accounting and cost tracking procedures so as to ensure the proper segregation of direct and indirect costs, identification of direct costs by specific grant or contract, and other procedures as may be required by local, state, or federal audit agencies.
2. **Budget.** Passage of the annual budget shall constitute authority to purchase goods and services on behalf of the various factions of the OPTO. Passage of the annual budget shall be by in-person vote at a Monthly Parent Meeting in the Spring, unless it is deemed necessary to conduct the vote by other means. Additionally, the OPTO Executive Board may reallocate funds so long as the total income changes (increases/decreases) are not more than 20% of the total budget. Amendment of the budget, i.e., adding or deleting a line item to/from a previously approved budget must be submitted to OPTO Membership for approval at a General OPTO Meeting.
3. **Disbursing Funds.** All OPTO payments require two signatures on every check. In lieu of two signatures it is acceptable for a check to have one signature, but must additionally have written approval by another authorized signer. As an example, the Treasurer can email the expenditure to the President for approval, and such approval must be forwarded to the bookkeeper along with the invoice per protocols established with the PTOCC bookkeeper. No one who is a payee on a specific check may also be a signer (or approver) on that check.
4. **Bainbridge Island School District PTOCC Financial Guidelines.** OPTO shall operate in accordance with the Bainbridge Island School District PTOCC Financial Guidelines. These guidelines are attached as Appendix 1.

5. **Incurring Obligations.** Two signatures, at least one of which shall be a OPTO Board Member, shall be required on any financial or otherwise binding agreements.
6. **Superseding Authority.** In the event that any of these financial guidelines are in conflict with the active PTOCC Financial Guidelines, the relevant PTOCC guidelines shall take precedence.

#### **ARTICLE IX: INDEMNIFICATION**

1. **Indemnification in Third-Party Proceedings.** Subject to the other provisions of this Article IX, OPTO shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "Proceeding") (other than an action by or in the right of OPTO) by reason of the fact that such person is or was a director, officer, employee, or agent of OPTO, or is or was serving, at the request of OPTO, as a director, officer, employee, or agent 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 such person in connection with such Proceeding, 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 OPTO, and with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any Proceeding by judgement, 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 in which such person reasonably believed to be in or not opposed to the best interests of OPTO, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.
2. **Indemnification in Actions by or in the Right of Option.** Subject to the other provisions of this Article IX, OPTO shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of OPTO 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 OPTO, or is or was a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, 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 OPTO; except that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable to OPTO, 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 such court shall deem proper.
3. **Successful Defense.** To the extent that a present or former director, officer, employee, or agent of OPTO has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article IX, Section 1 or Article IX, Section 2, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.
4. **Determination of Indemnification.** Any indemnification under Article IX, Section 1 or Section 2 (unless ordered by a court) shall be made by OPTO 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 person has met the applicable standard of conduct set forth in Article IX, Section 1 or Section 2. Such determination shall be made (a) by the Board, by a majority vote of a quorum consisting of Officers who were not parties to such action, suit, or proceedings, or (b) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Officers so directs, by

independent legal counsel in a written opinion, or (c) by the OPTO Members, by a majority vote at a Parent Meeting of a quorum consisting of OPTO Members who were not parties to such action, suit, or proceedings.

5. **Advanced Payment of Expenses.** Expenses (including attorneys' fees) actually and reasonably incurred by a director, officer, employee, or agent in defending a civil or criminal action, suit, or proceeding may be paid by OPTO in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided in Article IX, Section 4 upon receipt of a written request therefor (together with documentation reasonably evidencing such expenses) and an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by OPTO as authorized herein.
6. **Non-Exclusivity of Rights.** The indemnification and advancement of expenses provided by this Article IX 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 OPTO Members or disinterested Officers, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall inure to the benefit of the heirs, executors, and administrators of such person.
7. **Insurance.** Upon the majority vote of a quorum of the Board, OPTO may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of OPTO, or is or was serving at the request of OPTO 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 OPTO would have the power to indemnify such person under applicable law or under the provisions of this Article IX.

#### **ARTICLE X: AMENDMENT OF BYLAWS**

These Bylaws may be amended or repealed by a vote of two-thirds of OPTO members present at a General OPTO Meeting. Notice of consideration of such action and proposed amendments will be distributed in writing to all OPTO Members at least one week in advance of the meeting.

It is recommended that these Bylaws be reviewed and revised as necessary every two years by a quorum of two Executive Officers and one OPTO Member.

These Bylaws were last reviewed and revised on October 2, 2024.

#### **ARTICLE XI: FISCAL YEAR**

The fiscal year of the organization shall be July 1 through June 30.

#### **ARTICLE XII: DISSOLUTION**

In the event of dissolution of OPTO, the assets of this organization remaining after payment of obligations shall be distributed evenly to each of the individual PTO's of the Bainbridge Island School District in operation at the time of dissolution. If no PTO remains in operation at the time of dissolution, then the assets of OPTO shall be distributed to one or more organizations that support the functions and purposes of OPTO. In this event, OPTO Members shall adopt a plan of distribution of the assets of OPTO, which must be approved by at least two-thirds of OPTO Members present at a meeting called for that purpose. The plan of distribution shall be subject to the provisions of RCW 24.03.225 of the State of Washington.

**ATTACHED APPENDICES:**

B.I. PTOCC Financial Guidelines, ratified September 2024