

COOPERATION AGREEMENT

This Cooperation Agreement is entered into on this ___ day of October, 2006 by and between the Central School District No. 104 Board of Education (hereafter referred to as "District") and the Central School District No. 104 Parent-Teacher Organization (hereafter referred to as the "Organization").

RECITALS

WHEREAS, the District recognizes and acknowledges the outstanding contributions of the Organization to Central School District No. 104 and its students;

WHEREAS, the Organization recognizes and acknowledges that the District must ensure that the Organization complies with Illinois law and the provisions of the District Board of Education Policy Manual, including but not limited to Section 8:90, entitled Community Relations: Parent Organizations and Booster Clubs;

WHEREAS, the District and the Organization have agreed on the Terms and Conditions necessary to ensure such compliance, and now wish to formalize same in writing;

NOW, THEREFORE, the District and the Organization UNDERSTAND AND AGREE to the following Terms and Conditions under which Organization may operate a parent-teacher organization at the District under Section 8:90 of the District Board Policy Manual:

TERMS AND CONDITIONS

1. The Organization shall demonstrate fiscal responsibility by obtaining and maintaining a sufficient bond and annual audits by the District auditor.
2. The Organization shall not engage in discrimination based upon someone's innate characteristics or membership in a suspect class.
3. The Organization understands and acknowledges that it is not an agent of the District, and shall not hold itself out as such.
4. The Organization shall not seek to direct the administrative activities of the District or to control its policies.
5. The Organization shall cooperate with other organizations and agencies active in promoting the general welfare of District students of Central School.
6. The District is not, and will not be, responsible for the Organizations business or the conduct of its members.
7. The Organization shall not use the District's name, District's school name, District's school team name or any District logo without the express written consent of the District Superintendent or designee; provided, however, that at no time does the District accept responsibility for the actions of the Organization regardless of whether it was recognized and/or permitted to use any District name and/or logo.

8. The Organization shall adhere to all District Board of Education policies and administrative procedures.
9. The Organization shall maintain and protect its own finances.
10. The Organization shall sponsor fundraising activities/projects, with the profits therefrom to be used to further the objectives stated in Article II hereof; provided, however, that all fundraising activities/projects conducted by the Organization must be pre-approved in writing by the applicable District Principal and shall not include door-to-door sales.
11. The Organization recognizes and acknowledges that money donated to the District cannot be earmarked for any particular expense, and such gifts shall be used at the District's sole discretion upon consideration of the Organization's recommendation; provided, however, that the District's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both genders will supersede the Organization's recommendation.
12. The Organization shall require any members volunteering for its events to complete and submit the requisite Volunteer Information Form and Waiver of Liability pursuant to Section 6:250 of the District Board of Education Policy Manual.
13. In the event of dissolution of the Organization, its assets shall be transferred to Central School District No. 104.
14. The Organization's funds shall be maintained in a Convenience Account pursuant to Title 23, Subtitle A, Chapter I, Subchapter C, Part 125, Section 125.10 of the Illinois Administrative Code. Subject to appointment by the Board of Education in accordance with that section and maintenance of a sufficient bond, the President and Treasurer of the Organization shall be the managers/treasurers of the Convenience Account. The Convenience Account shall require two (2) signatories, specifically the President and the Treasurer of the Organization, or another elected Executive Board Member as a second signatory only in the absence of a primary signatory.
15. The Organization shall maintain an annual budget for each fiscal year containing all anticipated expenditures for that year and approved by the first regular meeting of the Organization of the then current fiscal year, with a copy of the approved budget provided to the District.
16. A majority vote of the members present at any meeting of the Organization is required to authorize the disbursement of funds, provided that such disbursement does not exceed the applicable amount specified in the annual budget. Notwithstanding the foregoing, the Executive Board may, by unanimous consent, approve expenditures up to Two Hundred Dollars (\$200.00) inclusive for conducting the business of the Organization. All drafts for expenditures shall bear two (2) signatories, specifically the President and the Treasurer of the Organization, or another elected Executive Board Member as a second signatory only in the absence of a primary signatory.

17. The Executive Board shall periodically audit the finances of the Organization. The Organization shall further submit to annual independent audits by the District auditor.
18. Notice of meetings of the Organization shall be published on the District website/newsletter, including the Meeting Agenda.
19. The Organization shall adopt and maintain By-Laws in the form of Exhibit A attached hereto.
20. Such By-Laws may be amended by a two-thirds vote of the members present and voting at a regular meeting of the Organization provided that the proposed amendment shall have been submitted in writing to the District and at a regular meeting of the Organization twenty-five (25) days prior to the voting.
21. The term of this Agreement shall be for District Fiscal Year 2007, and shall automatically renew for the following District fiscal year unless either the District or the Organization provides written notice of termination to the other on or before the end of the then current District fiscal year, or unless otherwise terminated under the provisions of this paragraph 24. The District may terminate this Agreement, effective immediately, if the Organization amends its By-Laws to modify Exhibit A, and/or otherwise violates any provision of this Agreement.
22. By executing this document through its designated representative, all members, officers and representatives of the Organization agree to abide by the terms and conditions set forth in this document. The designated representative of the Organization represents and agrees that he/she will provide a copy of this Agreement to all members of the Organization.

Central School District No. 104

**Central School District No. 104
Parent-Teacher Organization, NFP**

By: _____
Steve Amizich
Superintendent

By: _____
Terri Kruse
President