

CLEVELAND BOARD OF EDUCATION SCHOOL SUPPORT ORGANIZATION AGREEMENT

This Agreement is hereby entered into by and between the Cleveland Board of Education (CBOE) and the School Support Organization entitled _____ (SSO). Through this agreement the parties intend to set forth the terms and conditions under which the SSO may operate as a support organization of _____ School.

The SSO agrees to provide the following information as a condition of approval of this agreement

- A written statement of the SSO's goals and objectives;
- The principal contact's telephone and address, as well as the telephone number, address and position of each officer of the SSO; and,
- A copy of the SSO's written policy specifying reasonable procedures for accounting, controlling and safeguarding any money, materials, property, securities, services or other things of value collected or disbursed by it.

The SSO further agrees to:

- Abide by all policies and procedures of the CBOE regarding school support organizations;
- Abide by all applicable federal, state and local laws, ordinances and regulations in its activities;
- Operate within the applicable standards and guidelines set by a related state association, if applicable, and not promote, encourage, acquiesce in any violation of student or team eligibility requirements, conduct codes or sportsmanship standards;
- Indemnify and hold harmless the Cleveland Board of Education, the Director of Schools, school employees and all other agents of the local education agency for the actions of the SSO.

Optional:

- If the organization has attained a charter and/or tax-exempt status, maintain a copy of its charter, bylaws, minutes and documentation of its recognition as a non-profit organization.

The SSO shall obtain the approval of the Director of Schools and the Cleveland Board of Education before undertaking any fundraising activity that utilizes property or facilities owned or operated by the CBOE. The following conditions shall be considered when approving or denying a request by the SSO to engage in a fund raising activity:

- Whether the fundraising activity, as scheduled, conflicts with the fundraising activity of the school district or an individual school within that district; and,
- Whether the fundraising activity is consistent with the goals and mission of the school or school district.

The SSO will provide to the director of schools or the director's designee by August 1 of each school year, a form which verifies the information previously provided by the SSO and the current address, telephone number and position of each officer of the organization.

The SSO understands that any form, annual report or financial statement submitted to the CBOE, the director of schools or the school principal shall be open to public inspection.

The SSO understands that it may not:

- Maintain or operate a bank account;
- Use the school district's or school's sales tax exemption to purchase items for resale;
- Use SSO funds for a purpose other than ones related to the goals and objectives of the SSO and must relate to supporting a school district, school, school club or school academic, arts, athletic or social activity.

The CBOE agrees:

- To grant the SSO permission to use the name, mascot, and logo of the applicable school to solicit or raise money, materials, property, securities, services or other things of value under the conditions outlined in this agreement, provided that all required information and documentation is submitted and approved;
- To ensure that any donation made by the SSO to CBOE or an individual school shall be disbursed only in accordance with any written conditions that the SSO may place upon the disbursement of the funds and shall be in accordance with the goals and objectives of the SSO; and,
- To ensure that any disbursement of funds donated by the SSO to CBOE or an individual school shall be made in accordance with federal, state and local laws.

The SSO understand that if it fails to abide by the terms and conditions of this agreement and/or the policies and procedures regarding school support organizations, the SSO's authorization may be suspended or revoked.

This Agreement shall be in effect after signature by both parties and shall remain in force until terminated in writing by one of the parties.

For Cleveland Board of Education:

For the School Support Organization:

Signature

Signature

Name and Title

Name and Title

Date

Date