

## Section 5: Miscellaneous Forms

# **TEMPLATE 1- [Parent Group Name]**

## **BYLAWS OF CORPORATION**

### **ARTICLE I – NAME**

The name of this organization shall be \_\_\_\_\_, a nonprofit corporation, under the laws of the United States of America and the State of Texas, and shall hereinafter be referred to as “the Organization”.

### **ARTICLE II – PURPOSE**

#### **Section 1**

The purpose of the organization shall be to support all aspects of the \_\_\_\_\_ program and the \_\_\_\_\_ director/s at \_\_\_\_\_ School, to raise funds, support the activities of all \_\_\_\_\_, and to be a vehicle by which information can be imparted to members' immediate families. The artistic portion (i.e., music, choreography, costumes, etc.) shall be the sole responsibility of the \_\_\_\_\_ director.

#### **Section 2**

The objectives of the Organization are:

- To promote and maintain an enthusiastic interest in the various phases of \_\_\_\_\_ activity at \_\_\_\_\_;
- To lend all possible support, both moral and financial, to the \_\_\_\_\_ programs of \_\_\_\_\_;
- To cooperate with those in charge of \_\_\_\_\_ to the end that the \_\_\_\_\_ program be brought to and be kept at the highest possible degree of efficiency;
- To build and maintain an organization which will help promote the general activities of the \_\_\_\_\_ program;
- To seek to have parents, teachers, administrators, and the public cooperate in furthering the endeavors of students in \_\_\_\_\_ related extra-curricular activities at \_\_\_\_\_.

#### **Section 3**

The Organization shall honor all policies of the University Interscholastic League (UIL) and the Cleveland Independent School District (Cleveland ISD). The \_\_\_\_\_ director(s) shall act as spokesperson for the students to inform the Organization when services are needed. They may also act as spokespersons for the Organization with the school principals and school administration.

#### **Section 4**

The organizational structure guiding the activities of the Organization, in descending order of authority, shall be:

- Cleveland ISD/UIIL/TEA
- Administration
- Director/Sponsor
- Parent/Exempt Organization Executive Board

### **ARTICLE III – MEMBERSHIP**

#### **Section 1**

Membership in the Organization shall be open to any person who pays the annual membership fee and has a direct relationship with a current student in the program and is interested in the enhancement and development of the program for all students.

#### **Section 2**

The title of Honorary Membership may be conferred upon any man, woman or business whom the Organization desires to honor. This will be determined by a committee chaired by the Secretary. This Honorary Membership is intended to be given to an individual or business that has gone above and beyond in supporting the Parent Group Exempt Organization. An appropriate award would include a certificate or plaque, press release, and/or recognition at a performance or meeting. This award may be given annually but is not mandatory every year.

#### **Section 3**

The director/sponsor and an appropriate representative of the School administration shall be ex officio members of the Board of Directors. They shall not hold office or vote in the Organization but shall serve as consultants and advisors to the Officers, approving all events and projects to be considered, voted upon, supported and/or sponsored by the Organization. They shall act as liaisons with the school administration.

#### **Section 4**

The privilege of holding office, making motions, and voting shall be limited to members of the Organization in good standing.

#### **Section 5**

The membership year shall be from July 1 through June 30.

## **ARTICLE IV – OFFICERS**

### **Section 1**

The officers of the Organization must include the President, Secretary and Treasurer. Other officers may be created by the Executive Board and voted on by the general membership, on an as-needed basis and may include, but not limited to: Vice President, Vice President-Fund-raisers, Vice President-Volunteers, Vice President-Socials, Vice President- Publicity, Vice President-Uniforms, Vice-PresidentWebsite/Technology.

### **Section 2**

Officers are in place to serve all students in the \_\_\_\_\_ program, and officers' students in the program will receive no preferential treatment by the Organization or director/sponsor.

### **Section 3**

Nominations for Officers to be elected will be made by a Nominating Committee of at least (3) members appointed by the President. All members in good standing are eligible to serve including the current Board; however, the Nominating Committee should not consist solely of current Board members. The Nominating Committee will elect its own Chair.

### **Section 4**

The Nominating Committee shall notify the membership in writing, either by newsletter or electronic, at least thirty (30) days prior to the scheduled election that a search for officer candidates is underway. The committee shall report at the Board meeting in May the names of the candidates for the office of President, Secretary, Treasurer and any additional Board positions. Additional nominations may be made from the floor. All nominees must be parents, grandparents or guardians of a student enrolled in \_\_\_\_\_ program, be a member in good standing, and must consent to serve if elected.

Furthermore, the Nominating Committee will provide a list of candidates who may be interested in serving the newly elected Officers as volunteers for the next year.

### **Section 5**

Officers will be elected annually for one (1) year terms. Officers shall be allowed to serve in the same position for a limit of two (2) consecutive years. Officer terms will coincide with the school year.

### **Section 6**

Election of officers will be held annually by the general membership of the Organization at the last meeting of the school year. A majority vote of the membership present shall elect.

### **Section 7**

Officers may resign their position anytime they feel the necessity to do so. Officers may be removed from their position by a unanimous vote of the remaining Board members for dereliction of duties.

## **ARTICLE V – VACANCIES**

### **Section 1**

In the event of a vacancy in the office of President, the office will be filled by the Vice President. If there is no current Vice President or they decline, a special meeting may be called for the purpose of electing a President, or election at the next general membership meeting.

### **Section 2**

In the event of a vacancy in any other Officer positions, the Board will fill the vacancy by appointment through a majority vote.

## **ARTICLE VI – GENERAL MEMBERSHIP MEETINGS**

### **Section 1**

Membership meetings shall be held a minimum of once per semester. They may also be held monthly or more often as needed.

### **Section 2**

Any number of members shall constitute a quorum for the transaction of business at any meeting of the Organization provided the meeting has been announced to the general membership in advance. Activities of the Organization must be approved by the majority vote of those members present.

### **Section 3**

To be on the agenda, members must notify the President at least five (5) days prior to the scheduled general membership meeting.

## **ARTICLE VII – EXECUTIVE BOARD MEETINGS**

### **Section 1**

The Board shall meet prior to each general membership meeting.

### **Section 2**

Any meeting of the Board shall require notification of the entire membership a minimum of seven (7) days prior to the meeting unless it is a special called meeting. The general membership will be notified of the meeting in case any member would like to introduce an agenda item. Executive Board meetings are closed to the general membership unless a member is on the agenda. If a member would like to introduce an item for the Executive Board to consider, then they must notify the President seven (7) days prior to the meeting.

### **Section 3**

An Officer may call a special meeting of the Board upon giving twenty-four (24) hour notice to the Board with said notice to include the purpose, place, and time of the meeting. Business transacted at a special meeting shall be limited to the purpose for which the special meeting was called. Fifty-one (51%) of the

Board and a minimum of one Director/Sponsor shall constitute a quorum to conduct a special meeting. All decisions made in a special meeting shall be as if all Board members were present and voting.

### **Section 4**

Any officer shall have the authority, in consultation with a Director/Sponsor, to take action on behalf of the entire board in limited circumstances of true emergency when decisions need to be made in less than twenty-four-hour notice.

### **Section 5**

Board members may conduct Board meetings electronically, by phone conference or computer conference, as long as all members are invited to join and all members participating can communicate with one another.

### **Section 6**

Any action required or permitted to be taken at a meeting for the Board may be taken without a meeting if all members of the Board consent in writing or by email confirmation to taking the action without a meeting and to approving the specific action. Such consents shall have the same force and effect as a unanimous vote of the Board.

## **ARTICLE VIII – DUTIES OF OFFICERS**

### **Section 1 – PRESIDENT**

The President shall preside at all board meetings and general meetings (or provide a proxy), see that all bylaws are enforced, schedule meetings of the Board and General membership, appoint special committees, and perform other duties that may pertain to the office. The President shall serve as a liaison for any District Parent Group Organization meetings and facilitate coordination and compliance with Cleveland ISD Parent Group Organization policies and procedures, attending in person or by proxy at all district meetings. The President shall serve as chairman of the nominating committee. The President shall serve as chairman of the Executive Board. The President shall serve on the Finance Committee. The President shall serve as ex officio member of every standing committee and ad-hoc committee. The President shall communicate or facilitate communication to the parents and/or the Organization's members via email, US Mail or telephone all pertinent information in a timely manner. The President shall be the keeper of the Organization email account, being the primary user of the account. The President shall communicate effectively and regularly with the Director/Sponsor and other Board Members.

### **Section 2 – VICE PRESIDENT**

The Vice President shall support and assist the President in fulfilling all duties associated with the Organization. The Vice President shall perform the duties of the President in the absence of the President or at the request of the President. The Vice President shall serve on the Finance Committee. The Vice President shall serve on the Executive Board. The Vice President shall have secondary access to the Organization email account. The Vice President shall communicate effectively and regularly with the President and other Board Members.

### **Section 3 – SECRETARY**

The Secretary shall take minutes of each Board meeting and each general membership meeting and prepare and present the minutes at regular and special meetings of the Board and membership. The Secretary shall submit a copy of the minutes of each Board meeting and general membership meetings to the school administration. The Secretary shall serve on the Finance Committee. The Secretary shall serve on the Executive Board. The Secretary shall communicate effectively and regularly with the President and other Board Members.

### **Section 4 – TREASURER**

The Treasurer shall be custodian of the funds of the Organization. The funds

shall be deposited in a legal financial institution. Checks shall be signed by two of the following: The Treasurer, President, Secretary or Vice President if over \$200, unless prior written approval is given through electronic mail or approved budget item. Dual signatures shall not be from the same family. The Treasurer shall keep vouchers for all receipts and disbursements together with correct records of the same. The Treasurer shall give a summary report at each regular Board meeting and at each general membership meeting. The Treasurer shall render a complete financial report at any scheduled meeting of the school year. The Organization shall be audited at the Treasurer's request, at the direction of the President, or majority vote of the membership or Cleveland ISD administration. After the end of the fiscal year, the organization shall send a copy of the end of financial statement from the previous year to the Business Office. The proper tax documents should be filed with the appropriate government entities. The fiscal year shall be from July 1 to June 30. Upon request, the Treasurer shall supply current financial records, budgets and/or projections to the Director/Sponsor and/or Board. The Treasurer shall be chairman of the Finance Committee. The Treasurer shall serve on the Executive Board. The Treasurer shall communicate effectively and regularly with the Director/Sponsor, President and other Board Members.

#### **Section 5 – VICE PRESIDENT OF PUBLICITY**

The Vice President of Publicity shall coordinate with the Director/s to prepare publicity for the various events during the school year, which will include, but not limited to,

\_\_\_\_\_. The Vice President of Publicity shall establish and maintain associations with local media representatives. The Vice President of Publicity shall prepare media releases to report significant accomplishments of the various groups and individual students. It is a goal to have a picture of \_\_\_\_\_ event in a local newspaper at least once per six (6) weeks. The Vice President of Publicity shall coordinate taking a picture of each student at the beginning of each school year to be kept on file and submit those photographs, electronically or with a CD, to the Director/Sponsor in a timely manner. All publicity and communications must be submitted to the Director/Sponsor for approval. The Vice President of Publicity shall communicate effectively and regularly with the President and other Board Members.

#### **Section 6 – VICE PRESIDENT OF UNIFORMS/COSTUMES**

The Vice President of Uniforms/Costumes shall be responsible for assigning uniforms and other costumes, uniform inventory, uniform ordering, fitting, uniform repair and cleaning. The Vice President of Uniforms/Costumes shall



be responsible for coordination of design and manufacture, or acquisition, of special events costumes as necessary. A uniform/costume committee shall be appointed by the Vice President of Uniforms/Costumes as needed to assist with uniforms/costumes. The Vice President of Uniforms/Costumes shall communicate effectively and regularly with the President and other Board Members.

### **Section 7 – VICE PRESIDENT OF FUNDRAISERS**

The Vice President of Fundraisers shall oversee the implementation and organization of various fundraisers for the Organization which may include, but not limited to: garage sales, raffles, and car washes. The Vice President of Fundraisers shall communicate effectively and regularly with the President, Treasurer and other Board Members.

### **Section 8 – VICE PRESIDENT OF VOLUNTEERS**

The Vice President of Volunteers shall be responsible for the facilitation of recruitment of volunteers, maintaining a volunteer list. The Vice President of Volunteers shall communicate with the Director/Sponsor and Board at least three (3) weeks prior to any event in order to assess the volunteer needs and the placement of volunteers. The Vice President of Volunteers shall communicate effectively and regularly with the President and other Board Members.

### **Section 9 – VICE PRESIDENT OF SOCIALS/EVENTS**

The Vice President of Socials/Events will coordinate and oversee all socials and events including, but not limited to: Kick-off Party, Christmas Party, Parties, Picnic, Recruiting Events, and Banquet. This includes securing facilities, food, supplies and entertainment. The Vice President of Socials/Events shall work within the budget established by the Executive Board. The Vice President of Socials/Events shall communicate effectively and regularly with the President and other Board Members.

### **Section 10 – VICE PRESIDENT OF WEBSITE/TECHNOLOGY**

The Vice President of Website/Technology shall maintain the Organization's portion of the \_\_\_\_\_ website. The Vice President of Website/Technology shall actively seek avenues for integrating new forms of technology to enhance involvement and communication. The Vice President of Website/Technology shall communicate effectively and regularly with the President and other Board Members.

### **Section 11 – VICE PRESIDENT OF MERCHANDISE**

The Vice President of Merchandise shall organize and maintain the Organization's merchandise including, but not limited to: t-shirts, yard signs,

polos and decals. The Vice President of Merchandise shall be responsible for student merchandise orders and the procurement of all merchandise. The Vice President of Merchandise shall communicate effectively and regularly with the President and other Board Members.

## **ARTICLE IX - SCHOLARSHIPS**

### **Section 1**

The Organization may issue scholarships to graduating seniors going on to higher education. These shall be in the form of checks payable to the scholarship recipient's institution, university or college in the name of the recipient.

### **Section 2**

A scholarship committee shall be formed and consist of the Director/Sponsor and at least three of the following: Director/Sponsor, Board Members, other directors/sponsors, or general membership, with the exception of parents or guardians of senior students.

### **Section 3**

The number of higher education scholarships offered and the amount per scholarship shall be voted on by the Board prior to the announcement of scholarship applications.

### **Section 4**

Scholarships for \_\_\_\_\_ camps may be offered. The number of scholarships offered and amount per scholarship shall be decided by the Board prior to the announcement of scholarship applications.

### **Section 5**

The Board may offer scholarships to students who show a financial need for any \_\_\_\_\_ activity. This shall be done on an as-needed and confidential basis.

## **ARTICLE X – DISSOLUTION**

### **Section 1**

The organization may be dissolved if the Head Director/Sponsor deems that the organization is no longer fulfilling its purpose due to waning

membership, declining member involvement in the club or organization activities, lack of support from the Organization, or repeated conflicts with the Executive Board.

## **Section 2**

The organization may be dissolved by a recommendation from the Executive Board due to waning membership, declining member involvement in activities, lack of support from the Organization, or repeated conflicts with the Director/Sponsor.

## **Section 3**

After issues have been addressed in prior meetings, and they still remain unresolved, the procedure for dissolution of the \_\_\_\_\_ Parent Groups are as follows:

- The Director, or the Director and Executive Board together, shall meet with the \_\_\_\_\_ Head Principal for discussion and approval.
- Principal must grant approval to dissolve the Organization.
- The Director/Sponsor shall notify the Organization membership of the decision to dissolve the Organization via electronic mail, posting on the \_\_\_\_\_ website, and sending a letter home to parents by handing letters out in class to every student.
- The Treasurer shall write a check to the \_\_\_\_\_ to be deposited into the \_\_\_\_\_ Activity Fund. This check will be for all funds deposited into the Organization bank account, less the amount for outstanding checks and the amount (if any) to keep the account open in case the Organization should be re-formed at a later date.
- Any non-cash assets will be donated to the \_\_\_\_\_ Department and entered into its district maintained inventory, or they may be converted into a cash asset, or they may be donated to a local charity.
- All Organization forms (government, financial, organizational, account access, etc.) will be given to the Director/Sponsor for storage. The Organization Officers may make their own photocopies of these forms containing any non-confidential student information.

## **Section 4**

The ORGANIZATION NAME may be not reinstated in the next school year immediately following dissolution of the ORGANIZATION, but it may be reinstated at any time in the future after that school year.

## **ARTICLE XI – ACCEPTABLE USE/CONFIDENTIALITY**

### **Section 1**

Board members shall be required to sign an acceptable use and confidentiality agreement in regards to email access, database access and confidential student records.

### **Section 2**

Approval from the Director/Sponsor must be received in order to send an email or mass communication to the Organization's membership or community on behalf of the Organization.

### **Section 3**

Confidentiality is paramount in regards to student information and Board business.

## **ARTICLE XII – ADVISORY AUTHORITY**

The Organization shall be guided in any project by the advice and consent of the Director/Sponsor. In the event of a stalemate or deadlock issue, the Director/Sponsor shall be granted the authority to settle the matter for purposes of efficiency and expediency.

## **ARTICLE XIII – PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of Robert's Rules of Order shall govern the Organization in all cases to which they are applicable and in which they are consistent with these bylaws and any special rules of order the Organization may adopt unless otherwise decided by the Board.

## **ARTICLE XIV – AMENDMENTS**

These bylaws may be amended at any general membership meeting by a two-thirds vote of members present, provided prior notice has been given via a previous general membership meeting, or letters being distributed to all members, or all members being contacted through electronic media.

## Template 2: Parent Group Constitution/Bylaws Constitution

ARTICLE I            The name of this organization shall be  
\_\_\_\_\_.

ARTICLE II           The purpose and aim of this non-profit organization is to:

Section 1:  
Raise monies for an annual \_\_\_\_\_  
scholarship.

Section 2:  
Raise monies for the enhancement and development of  
the \_\_\_\_\_ program for all students.

ARTICLE III           MEMBERSHIP

Section 1:  
Membership in the \_\_\_\_\_ shall be  
open to any person interested in the enhancement and  
development of the \_\_\_\_\_  
program for all students.

Section 2:  
The title Honorary Membership may be conferred upon any  
man or  
Woman whom the organization desires to honor.

ARTICLE IV           OFFICERS

The officers of this organization shall be a President,  
Vice-President, Secretary, and Treasurer. All officers shall be  
active members in good standing with a student active in  
the \_\_\_\_\_ program.

ARTICLE V           MEETINGS

Section 1:  
Meetings of the organization shall be held  
\_\_\_\_\_.

Section 2:

Special meetings may be called by the President. The President shall call a special meeting upon written request of five (5) members. No business can be transacted at a called meeting except that for which the meeting was called.

ARTICLE VI

AMENDMENTS

This constitution may be amended at any regular meeting of the organization by a vote of active members present, provided that the proposed amendment has been submitted in writing to the President.

## **TEMPLATE 3: Bylaws of [Parent Organization]**

### **ARTICLE 1**

#### **MEETINGS**

##### **Section 1:**

The order of business shall be as follows:

- (1) Call to Order
- (2) Program
- (3) Reading of Minutes
- (4) Report of the Treasurer
- (5) Report of the Committees
  - (a) Standing Committees
  - (b) Special Committees
- (6) Unfinished Business
- (7) New Business
- (8) Announcements
- (9) Adjournment

##### **Section 2:**

Robert's Rules of Order Revised shall be parliamentary

authority.

### **ARTICLE II**

#### **DUTIES OF OFFICERS**

##### **Section 1:**

The President shall preside at all meetings of the organization and perform all duties pertaining to the office. He/She shall, with the approval of the Board and members, appoint all standing and special committees, and he/she shall be an ex-officio member of all committees.

##### **Section 2:**

The Vice-President shall aid the President with all duties pertaining to the office. He/She shall in the absence of the President, perform all duties of the office of the President. He/She shall serve as chairman of the Audit Committee and shall furnish the Board and members with the findings of the said audit. He/She shall be an ex-officio member of all committees.

##### **Section 3:**

The Secretary shall keep an accurate record of all the

proceedings of the organization and shall furnish the President copies of all minutes to be filed with the appropriate school board members. He/She shall conduct all correspondence of the organization as directed by the President, issue notices of all meetings of the organization, and shall read all communications directed to the organization at its scheduled meeting time.

#### Section 4:

The Treasurer shall keep accurate records on the organization's fundraising and purchases. Books will be of audit quality to pass an annual audit by the school district or IRS authority. Accounts should be reconciled monthly, annual state sales tax reports filed and income tax reports to the IRS to be filed annually. Supply the President with monthly balance sheets on the organization's fund balance. Process checks for the organization's purchases approved by the President. Checks require the President's signature and one other authorized signee.

### ARTICLE III

#### ELECTION OF OFFICERS

The President shall appoint a nomination committee of three (3) active members at the December meeting. Parent Group members interested in on the Board positions will be required to contact one of the three (3) nomination committee members to place their name on the ballot. Nominations from the floor will be accepted as a write-in on the secret ballot issued at the January meeting. However, if there is only one candidate for any office, the election for the office may be held by voice. A majority vote constitutes an election to that position. Newly elected officers shall be installed at the March meeting. Term of office shall be for one year, commencing July 1 and ending June 30 of the following year.

### ARTICLE IV

#### DUES

Dues in the amount of \_\_\_\_\_ per family shall be paid to the Membership Committee chairperson who will turn over the funds to the Treasurer.



## ARTICLE V

## COMMITTEES

There shall be standing committees elected at the time board member elections occur. The President retains the right to appoint any member in good standing to any committee created after elections which are held in March or fill any vacancy during that calendar year.

[List Committees]

## ARTICLE VI

## AMENDMENTS

These bylaws may be amended at any regular meeting of the organization by a vote of the membership in attendance with at least 5% of the active members present, provided that the proposed amendment shall have been submitted in writing to the Revision Committee and President for study.

## Cleveland Independent School District Parent Group Registration & Approval

Name of the Organization	
Purpose of the Organization	
School/Student Group to be Supported	
Faculty Sponsor	
Current Number of Parent/Guardian Supporters	
Date Submitted	

We agree with the following statements:

☐ We have read the *Parent Group Manual* and agree to abide by the information included in the guidelines as well as information referenced in the guidelines.

☐ We understand that noncompliance with any district policy or criteria may result in the suspending or disbanding of the Parent Group by the district.

**SUBMITTED BY:** (signatures required)

	Name	Signature
Representative 1		
Representative 2		
Faculty Sponsor		

**APPROVAL(S):** (signatures required)

	Name	Signature	Approved / Denied [circle]
Campus Principal			Approved / Denied
Program Director			Approved / Denied

## Authorization for Employee to Serve as an Officer

At times, Cleveland ISD knows it is difficult to fill officer positions with parents and guardians and employees are willing to serve in those roles. This form allows an employee to serve in an officer position, except for Treasurer. This form is to be completed to allow an employee to serve in this capacity.

Name of Organization	
Name of Employee	
Officer Position to be Filled	
Attempts Made to Fill Position with a Non-Employee Member	

### Approval Signatures

	Name	Signature
President of Organization		
Campus Principal		
Program Director [if needed]		

# Audit Reports

## **AUDIT REPORT TYPE A**

### **Parent Group Name AUDIT COMMITTEE REPORT**

Time Period: July 1, 20XX - June 30, 20XX

The financial data contained in the following financial statement(s) for the time period of July 1, 20XX, through June 30, 20XX, have been audited in detail by the Audit Committee members named below. These members agree that these financial statements are proper and correct to the best of our knowledge. No exceptions were noted during the review.

Printed Name	Title	Signature	Date

**AUDIT REPORT TYPE B**

**Parent Group Name AUDIT COMMITTEE REPORT**

Time Period: July 1, 20XX - June 30, 20XX

The financial data contained in the following financial statement(s) for the time period of July 1, 20XX, through June 30, 20XX, have been audited in detail by the Audit Committee members named below. These members agree that these financial statements are proper and correct, except for the following exceptions listed below.

Examples:

Check #5257 cleared the bank for \$25.20 instead of \$2.52.

Check #5263 did not have 2 authorized signatures as required by the Parent Group bylaws. The check only contained 1 authorized signature.

The Program Ad Expense account contains six expenses that did not have the related invoices as documentation for the expense. The undocumented expenses totaled \$42.87.

Printed Name	Title	Signature	Date

## ***Audit Report Type C***

### **Parent Group Name AUDIT COMMITTEE REPORT**

Time Period: July 1, 20XX through June 30, 20XX

The financial data contained in the following financial statement(s) for the time period of July 1, 20XX, through June 30, 20XX, have been audited in detail by the Audit Committee members named below. These members agree that these financial statements are not proper and correct, due to the following exceptions identified below.

Examples:

No documentation of cost existed for the 100 new uniforms purchased.

Checking and savings accounts were not reconciled during the year.

Only one (1) authorized signature appeared on all checks written instead of the two (2) required authorized signatures.

To prevent the above exceptions from occurring in the future, the following steps should be taken:

Examples:

Documentation of all expenses, such as an invoice, should be received prior to payment of expenses.  
Documentation should be kept with the other Parent/Exempt Organization records.

All bank accounts should be reconciled on a monthly basis.

All checks issued should be signed by at least two authorized persons.

Printed Name	Title	Signature	Date

**Financial Reports**

**Fundraising Forms**

**Donations Forms**



## Cleveland ISD Parent Organization Information Sheet

Please complete the information below regarding the parent organization you are representing. Any change in this information or membership in officers is to be updated using this form. All form submissions should be sent to the Campus Principal and the Director of Student Services annually by July 1st.

Name of Organization			
Campus		School Year	
Employer Identification Number			
Official Mailing Address	P.O. Box/Street Address:  City, State, Zip:		
Banking Institution			
Club Sponsor	[If PIE, please list the school principal.]		
Date of Form Submission	Date: _____  Check the appropriate statement regarding the purpose of this submission  <div style="display: flex; justify-content: space-between;"> <span>_____ Initial submission for the school year</span> <span>_____ Change in officer membership</span> </div> <div style="display: flex; justify-content: space-between;"> <span>_____ Change in information listed above</span> <span>_____ Change in chapter's guiding documents</span> </div>		
Please provide a printed copy.	Organization's Constitution  Articles of Incorporation	Organization's By-Laws	
Printed Name of the Individual Submitting this Form:			

Signature of the Person Submitting this Form:

Please complete Officer Membership on the back of this form.

### Officer Membership

Office Held		Printed Name	
Phone Number		Email	
Home		Home	
Other		Other	

Office Held		Printed Name	
Phone Number		Email	
Home		Home	
Other		Other	

Office Held		Printed Name	
Phone Number		Email	
Home		Home	
Other		Other	

Office Held		Printed Name	
Phone Number		Email	
Home		Home	
Other		Other	

Office Held		Printed Name	
Phone Number		Email	
Home		Home	
Other		Other	

Office Held		Printed Name	
Phone Number		Email	
Home		Home	
Other		Other	

# Parent Teacher Organization (PTO) SERVICE CONTRACT

**I. The Parties.** This Service Contract ("Agreement") made [DATE], is by and between:

Service Provider: [NAME OF SERVICE PROVIDER] with a mailing address of [MAILING ADDRESS] ("Service Provider"), and

Client: [NAME OF CLIENT] with a mailing address of [MAILING ADDRESS] ("Client").

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**II. Term.** The term of this Agreement shall commence on [DATE] and terminate: (check one)

- ☐ - **At-Will:** Written notice of at least [#] days' notice.
- ☐ - **End Date:** On [DATE].
- ☐ - **Other:** [OTHER].

**III. The Service.** The Service Provider agrees to provide the following: [DESCRIBE].

Hereinafter known as the "Service".

The Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

**IV. Payment Amount.** The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement: (check one)

- ☐ - \$[#] / Hour
- ☐ - \$[#] / per Job. A "Job" is [DESCRIBE].
- ☐ - Other: [DESCRIBE].

Hereinafter known as the "Payment Amount".

**V. Payment Method.** The Client shall pay the Payment Amount: (check one)

- ☐ - When Invoiced
- ☐ - Daily
- ☐ - Weekly
- ☐ - Bi-Weekly
- ☐ - Monthly
- ☐ - Other: [DESCRIBE].

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

**VI. Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

**VII. Return of Property.** Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

**VII. Time is of the Essence.** Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

**IX. Confidentiality.** Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

- a.) **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

- b.) **Injunction.** Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client
- c.) **No Release.** Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

**X. Taxes.** Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

**XI. Independent Contractor Status.** Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

**XII. Safety.** Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

**XIII. Alcohol and Drugs.** Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

**XIV. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an

obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

**XV. Default.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

**XVI. No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**XVII. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Texas.

**XVIII. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XX. Additional Terms & Conditions.** [DESCRIBE]

**XIX. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Service Provider's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

## Parent Organization Fundraising Activity Form

SECTION 1 – GENERAL INFORMATION				
Campus Name	Today's Date	Name of Organization		
Contact Name	Contact Phone #	Contact Email		
SECTION 2 -FUNDRAISER INFORMATION				
Type of Fundraiser				
Vendor Name	Date(s) fundraiser/event will take place		Will distribution to students occur during school hours?	
	From:		To:	Yes <input type="checkbox"/> No <input type="checkbox"/> (time)
Method of advertisement must be attached. (Specify)	Flyer <input type="checkbox"/>		Other <input type="checkbox"/>	
What type of merchandise/service will be sold/provided and how?				
What will the funds generated be used for? Be specific.				
SECTION 3 – ACKNOWLEDGEMENT & REQUIRED SIGNATURES				
<i>I certify that I will exercise strict control over all products in my possession and will remit all collections on a daily basis to the campus secretary/bookkeeper. I further certify that I have reviewed and read the Activity Funds Manual on the district's website and signed the Acknowledgement of Responsibilities for Sponsors form. Additionally, I certify I have received the Sponsor's training and will notify Business Services if additional training is needed. I understand that I am responsible for any losses due to my failure to follow established rules and procedures. Acknowledge by signing and dating below.</i>				
Sponsor's Name:		Sponsor's Signature:		
Principal's Name:		Principal's Approval Signature:		
Date:		Date:		
Secretary's Name:		Secretary's Signature:		
Deputy Superintendent's Approval		Superintendent's Approval (if needed)		
Date:		Date:		



