

COOPERATIVE ENDEAVOR AGREEMENT

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

BE IT KNOWN that in the presence of the undersigned Notaries Public, each duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

TANGIPAHOA PARISH SCHOOL BOARD, a political subdivision of the state of Louisiana, herein represented by its duly authorized President, _____, who's mailing address is 59656 Puleston Road, Amite, Louisiana 70422, hereinafter referred to as "SCHOOL BOARD"; and, _____, a charitable organization, orgainezed under the laws of the State of Louisiana and qualified under Section 501[c] (3) of the Internal Revenue code of the United States, represented herein by _____, its _____ (Name of Organization's Representative) _____ (Title) duly authorized to act by Resolution of its Board of Directors dated _____, 20__ (a copy of which is attached hereto), whose mailing address is _____, _____, Louisiana _____, hereinafter referred to as "ORGANIXATION", who enter into this Cooperative Endeavor Agreement intending to bind themselves, their successors and assigns to all terms, conditions, and provisions set forth herein, as follows:

1.

ORGANIZATION shall provide to the SCHOOL BOARD a copy of its IRS designation as a 501 [c](3) corporation receipt of which shall be acknowledged in writing by the SCHOOL BOARD. If the ORGANIZATION cannot provide a current IRS designation to the SCHOOL BOARD, it will be considered a regular school support organization and must deposit all funds directly into a designated school account. Otherwise, all funds shall be maintained in a designated account established by the ORGANIZATION.

2.

No fundraising activity shall be conducted within the school by the organization during school hours and students will not participate in fundraising during regular class periods.

All funds raised by the organization shall be used to achieve the stated purposes and goals of the organization. No administrative fees, stipends to officers, other members or any employee of the Tangipahoa Parish School System will be permitted. Monthly, or upon request, the organization shall provide to the principal and/or booster club members a complete set of financial records or detailed treasurer's report, including all receipts, expenditures and copies of bank statements.

The PTA, PTO, booster clubs and other parent organizations shall secure the advice and approval of the principal before planning any function in which students are to participate while under supervision of the school system. Any organization shall secure the prior advice and approval of the principal before planning any fundraising activity intended to benefit the school program.

3.

All ORGANIZATIONS that have periodic fund raising events such as PTO's, "TAs, PAL's, etc. must provide a complete account to the SCHOOL BOARD of all fundraising events that have been conducted in the name of a particular school within thirty (30) days from the date of the event. The accounting should include, but is not necessarily limited to, the amount of funds raised and detailed description of what was purchased for or on behalf of the school with the funds raised in the name of the school. If the ORGANIZATION plans to donate the funds to the school instead of purchasing items directly for the school, the cash proceeds should be donated to the school within a reasonable time after the fund raising event not to exceed a period of thirty (30) days.

4.

ORGANIZATIONS such as football, band, drill team and cheerleader booster clubs that earn money on a regular weekly or monthly basis should provide monthly financial statements to the Tangipahoa Parish School System's Business Services Department and principal instead of providing recapitulations for each fund raising event. The financial statements, required by the School Finance Handbook on a 9-week basis, should include a detailed summary of all monies collected and how the funds were disbursed. The disbursement of funds should also show any amount donated directly to the school and the amount and description of any items purchased for the school.

5.

All records, reports, documents and other materials delivered or transmitted to the ORGANIZATION by the SCHOOL BOARD shall remain the property of the SCHOOL BOARD, and shall be returned to the SCHOOL BOARD at the SCHOOL BOARD's request or immediately upon the termination or expiration of this Agreement. All records, reports, documents or other materials related to this Agreement and/or obtained or prepared by the ORGANIZATION in connection with the performance of this Agreement shall also become the property of the SCHOOL BOARD, and shall be forwarded to the SCHOOL BOARD at the SCHOOL BOARD's request or immediately upon the termination or expiration of this Agreement. Any copying expense shall be the sole responsibility of the ORGANIZATION.

6.

It is hereby agreed that the SCHOOL BOARD, the Legislative Auditor of the state of Louisiana and/or the Office of the governor, division of Administration Auditors, shall have the option at their sole discretion of auditing any and all records and/or accounts of the ORGANIZATION which related to the Agreement.

7.

The ORGANIZATION shall indemnify and hold harmless the SCHOOL BOARD against any and all claims, losses, liabilities, demands, suits, causes of action, damages and judgment of sums of money to any party accruing against the SCHOOL BOARD growing out of, resulting from, or by reason of any act or omission of the ORGANIZATION, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the SCHOOL BOARD's fees and cost of any litigation, including, but not limited to, reasonable attorney's fees. The ORGANIZATION shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

8.

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed effective thereby. Each term, covenant, condition, or provision of this Agreement shall be considered valid and enforceable to the fullest extent permitted by law.

9.

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire Agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

10.

The SCHOOL BOARD may terminate this Agreement for cause based upon the failure of the ORGANIZATION to comply with the terms and/or conditions of the Agreement provided that the SCHOOL BOARD shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure. If within thirty (30) days after receipt of such notice, the ORGANIZATION shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the SCHOOL BOARD may, at its sole option, place the ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The ORGANIZATION may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the SCHOOL BOARD to comply with the terms and conditions of this Agreement; provided that the ORGANIZATION shall give the SCHOOL BOARD written notice specifying the SCHOOL BOARD's failure and a reasonable opportunity for the SCHOOL BOARD to cure the defect.

11.

The SCHOOL BOARD may terminate this Agreement at any time without cause by giving ninety (90) days written notice to the ORGANIZATION.

12.

In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

13.

The ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

14.

All notice and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery (and receipted for) or deposited in the United States mail., as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Mr. Jeffrey McKneely
Chief Financial Officer
Tangipahoa Parish School Board
59656 Puleston Road
Amite, Louisiana 70422

_____ (Name of Organization)

_____ (Mailing Address or Municipal Address)

_____ (City, State, Zip Code)

15.

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

THUS DONE AND SIGNED at 59656 Puleston Road, Amite, Louisiana, 70433, Tangipahoa Parish, Louisiana, this _____ day of _____, 20__.

WITNESSES:

TANGIPAHOA PARISH SCHOOL BOARD

BY: _____

SCHOOL BOARD PRESIDENT

PRINT NAME AS SIGNED ABOVE

PRINT NAME AS SIGNED ABOVE

PRINT NAME AS SIGNED ABOVE

THUS DONE AND SIGNED at _____, Tangipahoa Parish, Louisiana, this _____ day of _____, 20__.

WITNESSES:

NAME OF ORGANIZATION

NAME & TITLE OF DULY AUTHORIZED REPRESENTATIVE

PRINT AS SIGNED ABOVE

PRINT AS SIGNED ABOVE

TAX IDENTIFICATION NUMBER

PRINT AS SIGNED ABOVE