



## **School Connected Organization (SCO) Agreement 2023-2024**

### **Article I: Name and Authorization**

The approved School Connected Organization (SCO), is operating under the MBX Foundation (MBX), a nonprofit Public Benefit Corporation under the laws of the State of California. MBX is an IRS 501c3 tax-exempt organization.

The Mira Costa School Connected Organization operates under guidelines established by the Manhattan Beach Unified School Board (MBUSD) via annual application which must be submitted to MBX Foundation each year.

### **Article 11: Mission Statement**

The mission of the SCO shall be:

- to unite the parents, students, faculty, alumni, and community in the common interest of supporting and encouraging participation in the SCO at Mira Costa High School (MCHS), recognizing the integral role athletics/activities play in the education and development of our students;
- to promote the mental, emotional, academic and social benefits of participation in extra-curricular activities at MCHS;
- to instill a sense of school pride and school spirit in all of our students and the community at large;
- to provide financial support to the SCO
- to recognize and reward student(s) for participation in the SCO .

### **Article III: Membership**

Membership shall be open to all parents and guardians of students who are participants in the SCO.

- Members shall have all privileges of membership as provided in this Operating Agreement.
- A financial donation is not required, but is encouraged, to be a member of this organization.
- If a student athlete resigns or is removed from the team or activity, the parent or guardian will no longer be considered a member of the organization.

#### **Article IV: Organization/Officers**

There shall be a Board of Directors for the SCO (the Board), all of whom must be members in good standing and must have students who are current participants in the program.

- An Executive Board shall be formed and consist of at least 3 Officers. These officers shall be nominated, approved by the Board and consist of the following:
  1. President (2 year commitment preferred)
  2. Secretary
  3. Treasurer (2 year commitment preferred).

#### **Article V: Meetings**

All SCOs should have a minimum of one parent meeting to discuss the budget, fundraising and how donations will be allocated.

Board meetings may be held at the Board's discretion.

#### **Article VI: Budget Guidelines**

The Fiscal Year shall be July 1st to June 30th of the following year. Budgets shall be established prior for the upcoming year.

- Receipts for all spending/payments shall be required;
- All spending shall be limited to funds available;
- The Board shall establish short and long-range plans for spending based upon the needs of the organization, in conjunction with the coach/advisor;
- No more than \$20,000, but not to exceed a cap established by MBUSD, shall be spent on coaches per year;
- SCO methods of fundraising are required to be approved by MBX .

#### **Article VII: Duties of Officers**

The Board is responsible for the operation and management of the organization. The duties of the Officers are described as such:

##### **The President shall:**

- Be the official representative of the organization;
- Preside at all regular meetings;
- Appoint special committees;
- Keep members informed of all matters pertaining to the affairs of the club; and,
- Attend monthly MBX Advisory Board meetings

##### **The Secretary shall:**

- Write and keep minutes of all regular meetings;
- Keep a roster of all members; and,
- Issue notification of all upcoming meetings.

**The Treasurer shall:**

- Supervise and accurately record all receipts and disbursements of funds;
- Report to the membership on all receipts, disbursements, and financial statements;
- Assist in the preparation of annual budgets; and,
- Attend the monthly MBX Advisory Board meeting if the President is unable to attend.

The Board Members shall serve in their positions without compensation, except for reimbursement of expenses incurred on behalf of the organization.

Any Board Member may, by written instrument, signed and acknowledged by the Board, resign his/her office.

In the event that an Elected Officer's student resigns from the program during the officer's term, the Elected Officer must resign and the position will be filled by vote of the Board.

**Article VIII: Removal of Board Members**

Upon reasonable written notice, any Board member may be removed from office for cause. Any such accused Board member shall not vote on the issue of his/her removal from office, although he/she shall be afforded an opportunity to be heard concerning the issue, both before the Board, the MBX Advisory Board Chairperson and the SCO Advising President. A vote for removal shall be by majority vote.

**Article IX: Liability of Directors, Officers, and Members**

- No Board member shall be required to furnish bond or surety. While acting on behalf of the Board, no Board Member, notwithstanding the limitations set forth in this section, shall be liable or responsible for acts of omission or errors of the Board, past or present.
- No Board member shall be personally liable to the organization or its members for monetary damages for breach of fiduciary duty as an officer or director, notwithstanding any provision of law imposing such liability: provided, however, that this provision shall not eliminate the liability of Board member, to the extent that such liability is imposed by applicable law, (I) for any breach of the Board member's duty of loyalty to the organization or its members (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Board member derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any affect on the liability or alleged liability of any Board member for or with respect to any acts or omissions of such Board member occurring prior to such amendment or repeal.
- Neither the Board, nor any member, shall have power to bind the members or the individual Board members or Officers of the organization, personally. All persons or corporations extending credit to, contracting with, or having claims against the organization, shall look only to the funds and property of the organization for the payment of any debt, damage, judgment, or decree, or of any money that may otherwise become due and payable to them from the SCO, so that neither the members nor the Board, present or future, shall be personally liable therefore.

IN WITNESS WHEREOF, the parties hereby have executed this School Connected Organization Agreement as of the date written below.

**MBX:**

**SCO:**

---

By: \_Heather Interian  
Its: Executive Director

---

By:  
Its: