

## School Support Organization Agreement with Smith County Schools

This written agreement dated \_\_\_\_\_ between \_\_\_\_\_ (“the Name of the SSO”) and the School District is to request the use of the name of \_\_\_\_\_ School (“the School”) for the purpose of raising funds or other items of value to support the daily and extracurricular activities of the School by the Support Organization.

### Standards:

1. The Support Organization will abide by all State of Tennessee and School District policies and procedures regarding School Support Organizations.
2. The Support Organization will indemnify and hold harmless the District, the District’s Director of Schools, and all other agents of the School District for the actions of the Support Organization.

### Policies and Procedures:

1. The Support Organization agrees to provide to the School District in writing the following—
  - a. Documentation of the Support Organization’s recognition by the State of Tennessee as a non-profit organization, foundation, or a chartered member of a non-profit organization
  - b. The Support Organization’s goals and objectives and assurance that funds are spent only for the purposes related to the Support Organization’s stated goals and objectives
  - c. Copies of the Support Organization’s charter and by-laws.
2. The Support Organization also agrees to adopt the accounting policies and procedures found in the Tennessee Internal School Accounting Manual or provide the Support Organization’s alternative written policies and procedures for accounting, controlling, and safeguarding all money, materials, and property.
  - a. To maintain financial records for a period of at least four (4) years
  - b. Upon written request, the Support Organization agrees to provide to officials of the District, the School principal, or auditors from the Office of the Tennessee Comptroller of the Treasury access to the Support Organization’s books, records, and bank account information.
3. The Support Organization agrees that at least thirty days in advance of any fundraising activity the Support Organization will obtain written approval by the School principal and the Director of Schools, or the Director’s designee, for the fundraising activity. The Support Organization understands that fundraising activities cannot conflict with the District’s or the School’s operations or other School fundraising efforts and that the fundraising process must be consistent with the goals and mission of the

District and the School. The Support Organization will only conduct fundraising activities that comply with local, state, and federal law.

4. The Support Organization agrees that School employees will not act as a treasurer or bookkeeper for the Support Organization or be a signatory on the Support Organization's bank accounts. The Support Organization also understands that no District or School administrator can serve as an officer of the Support Organization nor can a majority of the voting members of the Support Organization be school representatives.

5. Each year, before the first business day in August, the Support Organization agrees to provide to the Director of Schools, or the Director's designee, in writing—

a. Documentary evidence of the Support Organization's continued existence and recognition by the State of Tennessee as a nonprofit entity or foundation or a chartered member of a non-profit organization

b. Any changes in the Support Organization's charter or by-laws that have been made since the last annual report

c. The names of the Support Organization's elected officers along with their current telephone numbers, email addresses, and positions in the organization and any other contact information that the District might request

d. A statement of annual receipts and disbursements for the Support Organization's last fiscal year. (Please note that all information, including financial records, provided to the District become public records.)

7. The Support Organization agrees to operate within the applicable standards and guidelines set by any local, state, or national association to which the Support Organization is related, and shall not promote, encourage or acquiesce in any violation of student or team eligibility requirements, conduct, codes, or sportsmanship standards.

8. The Support Organization acknowledges that the Support Organization may not—

a. Use the School's or the District's sales tax exemption to purchase items,

b. Represent or imply that the Support Organization's activities, contracts, purchases, or financial commitments are made on behalf of, or binding upon, any school or the District;

c. Use Support Organization funds for any purpose other than those related to the goals and objectives of the Support Organization, which must be related to supporting the District, the School, school club, or school academic, arts, athletic, or social activity;

d. Maintain or operate a bank account that bears the employer identification number of the District, the School, or any other school related governmental entity

9. Salary supplements for Board employees must be paid through the Board of Education.

Concessions and Parking: The School principal may agree to allow a School Support Organization ("SSO") to operate and collect money for a concession stand or parking at a related school academic, arts,

athletic, or social event on school property without the prior written approval of the Director of Schools or the Director's designee. SSO workers must not be District employees assigned to the School. Money payable to the School pursuant to the agreement with the principal will be considered SSO funds and not student activity funds if the SSO provides the School with the relevant collection documentation required by the State of Tennessee.

Acceptance of This Agreement: The School Support Organization hereby acknowledges that the Director of Schools, at the Director of Schools sole discretion, may suspend or revoke the authorization of the Support Organization to act as a School Support Organization at any time for failure to abide by one or more terms of this agreement. The signatures of the Support Organization officers that follow signify that all agree to the conditions outlined in this agreement, agree to adhere to the policies and procedures of the State of Tennessee and the District governing the continuing recognition of Student Support Organizations, and understand that failure to abide by any of those policies and procedures could result in the revocation the Support Organization's authorization as a recognized School Support Organization. Once this agreement has been signed and dated by all parties, and not before, the name of the Support Organization will be added to the District's listing of approved SSO's found on the District's website, and the Support Organization is authorized to represent itself as an SSO.

Sign below as indicated to accept this written agreement.

**President** \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

**Vice President** \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

**Treasurer** \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

**Principal of School** \_\_\_\_\_ Date \_\_\_\_\_

**Director of Schools or Designee** \_\_\_\_\_ Date \_\_\_\_\_