

## **School Support Group Agreement with Knox County Schools (“the School District”)**

This written agreement dated \_\_\_\_\_ between \_\_\_\_\_ (“the Support Group”) 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 Group.

### **Standards:**

1. The Support Group will abide by all State of Tennessee and School District policies and procedures regarding School Support Organizations.
2. The Support Group 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 Group.

### **Policies and Procedures:**

1. The Support Group agrees to provide to the School District in writing the following—
  - a. Documentation of the Support Group’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 Group’s goals and objectives and assurance that funds are spent only for the purposes related to the Support Group’s stated goals and objectives, and
  - c. Copies of the Support Group’s charter and by-laws.
2. The Support Group also agrees to adopt the accounting policies and procedures found in the Tennessee Internal School Accounting Manual or provide the Support Group’s alternative written policies and procedures for accounting, controlling, and safeguarding all money, materials, and property.
3. The Support Group agrees—
  - a. To maintain financial records for a period of at least four (4) years and
  - b. Upon written request, the Support Group 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 Group's books, records, and bank account information.

4. The Support Group agrees that at least thirty days in advance of any fundraising activity the Support Group will obtain written approval by the School principal and the Director of Schools, or the Director's designee, for the fundraising activity. The Support Group 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 Group will only conduct fundraising activities that comply with local, state, and federal law.
5. **The Support Group agrees that School representatives will not act as a treasurer or bookkeeper for the Support Group or be a signatory on the Support Group's bank accounts.** The Support Group also understands that no District or School administrator can serve as an officer of the Support Group nor can a majority of the voting members of the Support Group be school representatives.
6. Each year, before the first business day in August, the Support Group agrees to provide to the Director of Schools, or the Director's designee, in writing—
  - a. Documentary evidence of the Support Group'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 Group's charter or by-laws that have been made since the last annual report,
  - c. The names of the Support Group's elected officers along with their current telephone numbers, addresses, and positions in the organization and any other contact information that the District might request, and
  - d. A statement of annual receipts and disbursements for the Support Group's last fiscal year. (Please note that all information, including financial records, provided to the District become public records.)
7. The Support Group agrees to operate within the applicable standards and guidelines set by any local, state, or national association to which the Support Group 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 Group acknowledges that the Support Group may not—
  - a. Use the School’s or the District’s sales tax exemption to purchase items,
  - b. Represent or imply that the Support Group’s activities, contracts, purchases, or financial commitments are made on behalf of, or binding upon, any school or the District;
  - c. Use Support Group funds for any purpose other than those related to the goals and objectives of the Support Group, 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, or
  - e. Pay to any District employee or non-employee, supplements, wages, or any other form of payment without processing the payment through the School.

**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 Support Group hereby acknowledges that the Director of Schools, at the Director of Schools sole discretion, may suspend or revoke the authorization of the Support Group 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 Group 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 and

activities of Student Support Organizations, and understand that failure to abide by any of those policies and procedures could result in the revocation the Support Group'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 Group will be added to the District's listing of approved SSO's found on the District's web site, and the Support Group is authorized to represent itself as an SSO.

For the Support Group—

_____ President	_____ Date
_____ Vice President	_____ Date
_____ Treasurer	_____ Date

For the School—

_____ It's Principal	_____ Date
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For the District—

_____ Supervisor, Internal School Funds The Director of Schools' Designee	_____ Date
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