

Gibson County Special School District School Support Group Cooperative Agreement

This agreement is made by and between the GIBSON COUNTY SPECIAL SCHOOL DISTRICT, hereinafter referred to as "School District" and the _____, hereinafter referred to as the "School Support Organization" (SSO).

WHEREAS; for the purposes of this agreement:

School Support Organization shall be defined as a booster club, foundation, parent teacher association, parent teacher organization, parent teacher support association or any other nongovernmental organization or group of persons whose primary purpose is to support a school district, school, school club, or academic arts, athletic, or social activities related to a school, which collects or receives money, materials, property or securities from students, parents or members of the general public.

School Representative shall be defined as a school board member; the director of schools; a principal; any individual who is primarily responsible for accounting for school system funds or the funds of an individual school; any individual who works for the school system and who as part of the individual's employment by the school system, the employee is charged with directing or assisting in directing the related school club or activity (this shall include but not limited to, coaches, assistant coaches, band directors, or any other school sponsor of a related club or activity.)

School Support Organization Funds shall be defined as all money, materials, property or securities raised by a school support organization or any organization, which represents itself to students, parents, or members of the general public to be a school support organization.

WHEREAS; the School Support Organization understands and agrees:

1. To abide by all the applicable Federal, State and local laws, ordinances and regulations in its activities;
2. To abide by any policies and procedures regarding school support organizations;
3. To indemnify the Board, the director and all other agents of the local education agency for the actions of the school support organization:

4. To submit a detailed statement of receipts and disbursements to the school principal and office of the Director of Schools by May 15 for the preceding school year;
5. To maintain a copy of its charter, by laws, minutes and documentation of its recognition as a nonprofit organization;
6. To maintain financial records for a period of at least four (4) years;
7. To operate within the applicable standards and guidelines set by the related state association, if applicable, and shall not promote, encourage or acquiesce in any violation of student or team eligibility requirements, conduct codes or sportsmanship standards;
8. To ensure that school support organization funds are safeguarded and are spent for purpose related to state goals and objectives of the organization.
9. To obtain the approval of the Director of Schools or the director's designee before undertaking any fundraising activity; however, the School Support Organization recognizes that the following shall be considered when approving or denying a request to engage in a fundraising activity, 1) whether the fundraising activities, as scheduled, conflicts with the fundraising activity of the school district or an individual school within the district and 2) whether the fundraising activity is consistent with the goals and mission of the school or school district;
10. To provide access to all books, records and bank account information to officials of the local school board director, local school principal or auditors of the office of the comptroller of the treasury upon request;
11. That school representative may not act as a treasurer or bookkeeper for a school support organization or by a signatory on the checks for a school support organization;
12. That a majority of the voting members of the school support organization cannot be school representatives;
13. That any forms, annual reports or financial statements submitted to the School District shall be open for public inspection as a public record;
14. That it shall not use a school or School District's sales tax exemption to purchase items

15. That it shall not represent or imply that its activities, contracts, purchases or financial commitments are mad on behalf of or are binding upon any school or the School District;
16. That is shall not use school support organization funds for any purpose other than the ones related to the goals and objectives of the school support organization, which shall relate to supporting the school district, school, school club, or school academic, arts, athletic or social activity;
17. That is shall not maintain or operate a bank account that bears the employer identification number of the School District, schools, or any other school related governmental entity;
18. That the school support organization is subject to audit by the office of the comptroller of the treasury.

WHEREAS; the School District grants the School Support Organization the authorization to use the name, mascot or logo of a school or the school district effective the date this agreement is signed by both parties.

THEREFORE, this agreement is entered into this _____ day of _____, 20____.

FOR THE SCHOOL SUPPORT ORGANIZATION:

Signature

Name and Title

STATE OF TENNESSEE
COUNTY OF GIBSON

Before me the undersigned Notary Public for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or who proved to me upon satisfactory evidence), and who upon oath, acknowledged himself/herself to be a representative of the aforesaid school support organization, the within named bargainor, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my have and seal on this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____

GIBSON COUNTY SPECIAL SCHOOL DISTRICT

Name and Title

Date: _____

STATE OF TENNESSEE
COUNTY OF GIBSON

Before me the undersigned Notary Public for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or who proved to me upon satisfactory evidence), and who upon oath, acknowledged himself to be the Director of Schools of the Gibson County Special School District, the within named bargainor, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my have and seal on this the _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____