



Arlington Community Schools Board of Education School Support Organization Application and Cooperative Agreement

The following Agreement must be completed and signed by all parties prior to any activities being undertaken by a School Support Organization.

This Agreement is hereby entered into and between the Arlington Community School Board of Education (“ACSBOE”) and the School Support Organization (“SSO”) listed below:

This agreement must be completed annually and/or when new SSO officers are elected.

Name of School Support Organization: _____

The parents of _____ school hereby request the formation/renewal of the above named School Support Organization.

Objectives/purpose of the group:

****Approval of School Principal is required on page 6 of this agreement.****

The following documentation is to be submitted with this agreement to the School Financial Secretary at the time of the formation of the SSO:

- 1.** Verification of the organization’s status as a nonprofit organization, foundation or a charter member of a nonprofit organization or foundation.
- 2.** SSO officers contact information – telephone number, email and address to receive communications from ACSBOE (page 8).
- 3.** A copy of the SSO’s written policy specifying reasonable procedures for accounting, controlling, and safeguarding any money, materials, property, securities, services, or other things of value collected or disbursed by the SSO.
- 4.** A copy of the organization’s Constitution and Bylaws (if applicable).
- 5.** Completed SSO Annual Financial Report for the preceding school year (page 7).

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The School Support Organization agrees to:

1. Maintain its status as a legal nonprofit organization as required by Tennessee State law and/or IRS regulations;
2. Abide by all applicable Federal, State and local laws, ordinances and regulations in its activities;
3. Abide by Public Chapter No. 326 regarding school support organizations;
4. Abide by any policies and procedures regarding School Support Organizations as established by the Arlington Community Schools Board of Education;
5. Indemnify the Board, the director and all other agents of the local education agency (ACSBOE) for the action of the School Support Organization;
6. Submit the required documentation (listed on the previous page) to the office of the School Financial Secretary by September 8 each year;
7. Permanently maintain a copy of its charter, bylaws, minutes and documentation of its recognition as a nonprofit organization;
8. Maintain financial records for a period of at least four (4) years;
9. Operate within the applicable standards and guidelines set by a 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;
10. Ensure that School Support Organization funds are safeguarded and are spent for purposes related to the stated goals and objectives of the organization.

The School Support Organization acknowledges and agrees to the following:

1. The SSO shall obtain the approval of the Director of Schools from his/her designee (the school's Principal) before undertaking any fundraising activity that utilizes any property or facilities owned or operated by ACSBOE, involves any students or uses the school name, mascot, image, etc. The school support organization recognizes that the following shall be considered when approving or denying a request to engage in fundraising activity:
 - a. Whether the fundraising activity, as scheduled, conflicts with the fundraising activity of the school district or an individual school within the district; and
 - b. Whether the fundraising activity is consistent with the goals and mission of the school or school district.
2. The SSO shall 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 for the State of Tennessee upon request;

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3. A school representative may not act as a treasurer or bookkeeper for a SSO, or be a signatory on the checks for a SSO. A school representative should not be a member of the SSO board, except in the capacity of a school/SSO liaison. School representatives should only be involved with SSO business on their personal time;
4. A majority of the voting members of the SSO will not be composed of school representatives;
5. The SSO and representatives at the school (sponsors/administration) should communicate on a regular basis, the SSO does not have the authority to spend money for the schools benefit or host activities that affect the school without the knowledge and approval of the principal;
6. The SSO understands that any forms, annual reports, or financial statements submitted shall be open to public inspection as a public record;
7. When the SSO dissolves, all records will be turned over to the school and after all debt obligations are met any remaining funds will be turned over to the school and spent according to the guidelines given to the school by the SSO; except where a state association provides otherwise.
8. When items are purchased for the school or funds donated to the school they become the property of the school.

The School Support Organization understands that it may not:

1. Use a school or the ACSBOE's sales tax exemption to purchase items;
2. Represent or imply that its activities, contracts, purchases, or financial commitments are made on behalf of or binding upon any school or the ACSBOE;
3. Use SSO funds for a purpose other than ones related to the goals and objectives of the SSO which shall relate to supporting the school district, school, school club, or school academic, arts, athletic, or social activity;
4. Maintain or operate a bank account that bears the employer identification number (EIN) of the ACSBOE, its schools or any other school related governmental entity;
5. Make payments directly to ACSBOE employees;
6. Make capital improvements or changes to school property without Board approval;
7. Require payment of a fee and/or mandatory fundraising for students to participate in a school sponsored program or activity;
8. Operate as a school support organization without approval from the school principal and the ACSBOE.

The SSO understands that the organization is subject to audit by the ACSBOE and its officials and the Office of the Comptroller of the Treasury for the State of Tennessee.

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The ACSBOE, upon receipt of the required information and related documentation, understands and agrees to the following:

1. The ACSBOE grants the SSO the authorization to use the name, mascot or logo of its related school or the school district effective the date this agreement is signed by both parties;
2. The ACSBOE grants principals of its schools the authority to enter into an agreement with SSO's to operate and collect money for a concession stand or parking at school academic, arts, athletic, or social event on school property. Any money collected will be considered SSO funds, and not school student activity funds, the organization must provide the school with the relevant collection documentation required by the student activity funds manual produced by the State;
3. The ACSBOE grants the principal the right to act as the Director's designee for purposes of compiling, reviewing, approving and maintaining documentation submitted by SSO;
4. ACSBOE does hereby designate August 15 as the annual date by which all required documentation must be submitted;
5. The Director or his/her designee will annually publish a list of approved School Support Organizations either in an electronic format on the ACSBOE's website and/or in local publications. The list will be published by September 15 of each year;
6. The ACSBOE recognizes that the School Support Organization is separate from the school system and all Support Organization funds are the property of the Support Organization (until it is dissolved) and it is not appropriate for a school representative to make a purchase or create a financial obligation for the SSO without their prior approval;
7. The ACSBOE authorizes the school Principal and Director of Schools to suspend or revoke the authorization of any SSO for failure to abide by the policies and procedures regarding School Support Organizations.

Definitions

School Support Organization – 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 – 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 a school system employee is charged with directing or assisting in directing the related school club or activity (this shall include but not be limited to, coaches, assistant coaches, band directors, or any other school sponsor of a related club or activity).

School Support Organization Funds – 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. Funds become property of the school when a school employee holds a leadership position or is in charge of a fundraiser or event, or collects funds while in their official capacity as a school employee.

Support Organization Annual Financial Report – Annual report due from the SSO by August 15 reporting all revenue and expenses of the organization for the prior school year.

Support Organization Annual Information Form – Annual report due from the SSO by August 15 listing the officers and their contact information for the upcoming school year.

Effective Date: This Agreement shall not be binding on the parties until it has been signed by both parties. The Agreement should be signed first by the appropriate representative of the school support organization and then by an authorized representative of the ACSBOE. The agreement shall remain in place for one year or until the date of June 30 that follows the date of signature.

**Arlington Community Schools Board of Education
 School Support Organization Cooperative Agreement**

The Principal's signature below indicates that the aforementioned SSO has been approved to operate at the school indicated below and the Principal has read the SSO Agreement and understands the guidelines regarding the SSO and the ACSBOE cooperative partnership.

School Name: _____

 Signature of Principal

 Date

 Printed Name of Principal

School Support Organization

 Signature - President

 Signature - Treasurer

 Printed Name and Title

 Printed Name and Title

Date: _____

Date: _____

To be signed by the Chief Financial Officer and/or the Director of Schools upon approval of the SSO and receipt of required annual documents

 Jeff Mayo, Superintendent

 Miracle Roberts, Chief Financial Officer

Date: _____

Date: _____

Support Organization Annual Financial Report

School Year Ending: _____

Organization Name: _____

President: _____ Phone Number: _____

Treasure: _____ Phone Number: _____

1. Objectives and activities completed by the organization:

2. Money in account at the beginning of the school year: \$_____

3. Money raised during the school year (by activity or fundraiser):

a.	_____	\$	_____
b.	_____	\$	_____
c.	_____	\$	_____
d.	_____	\$	_____
e.	_____	\$	_____
Total revenue for the school year		\$	_____

4. Activities, equipment, materials, services, etc., purchased:

a.	_____	\$	_____
b.	_____	\$	_____
c.	_____	\$	_____
d.	_____	\$	_____
e.	_____	\$	_____
Total expenditures for the school year		\$	_____

5. Money in account at end of school year: \$_____

Preparer's Signature

Date

Preparer's Printed Name

Distribution to director/designee at completion of fiscal year



Support Organization Annual Information Form

School Year Ending: _____

Organization Name: _____

Goals and Objectives of Organization (Fill out if this is your first filing or if you have a change)

No change from previous year.

First filing or change. Please explain.

Status

Nonprofit

Foundation

Charter member of nonprofit organization or foundation

(For initial filing, or if status has changed, attached supporting documentation for status, e.g., annual report filed with Secretary of State.)

Officers

President: _____

Phone Number: _____

Address: _____

Vice-President: _____

Phone Number: _____

Address: _____

Treasurer: _____

Phone Number: _____

Address: _____

Secretary: _____

Phone Number: _____

Address: _____

Other: _____

Phone Number: _____

Address: _____

Other: _____

Phone Number: _____

Address: _____

Distribution to director/designee at completion of fiscal year