

# Agreement between School Support Organizations and Metropolitan Nashville Public Schools School Year \_\_\_\_\_

The purpose of this written agreement is to request the use of the name of \_\_\_\_\_ School for the purpose of raising funds to support the daily and extracurricular activity of said school by \_\_\_\_\_.

## **Standards:**

1. The support group will abide by all policies and procedures regarding school support organizations.
2. The support group will indemnify and hold harmless the Metropolitan Nashville Public Schools, the Director of Schools, and all other agents of the local education agency for the actions of the school support organization.

## **Policies and Procedures:**

1. The school support group agrees to provide written documentation of their recognition with the State of Tennessee as a non-profit organization, foundation, or a chartered member of a non-profit organization.
2. The school support group agrees to provide written goals and objectives and shall ensure funds are spent only for the purposes related to the stated goals and objectives.
3. The school support group agrees to maintain a copy of its charter, by-laws, and minutes.
4. The school support group agrees to adopt the Tennessee Internal School Accounting Manual or provide written policy specifying procedures for accounting, controlling, and safeguarding all money, materials, and property.
5. The school support group agrees to maintain financial records for a period of at least four (4) years and shall provide a detailed statement of receipts and disbursements to the applicable school principal or to the Director of Schools or designee. All financial records will be public information, and upon request, the support organization shall provide access to all books, records, and bank account information to officials of MNPS, the school principal, or auditors of the Office of the Comptroller of the Treasury.
6. The school support group agrees to obtain approval of the Director of Schools, or the Director's designee, before undertaking any fundraising activity. This provision is to assure that scheduling of fundraisers does not conflict with the school districts' or school's fundraising efforts and that the fundraising process is consistent with the goals and mission of the school and school district. All fundraising activities shall comply with state and federal law.
7. **School representatives will not act as a treasurer or bookkeeper for a school support organization, or be a signatory on the checks.** A school administrator will not act as an officer for the school support group affiliated with the school under their supervision, and the majority of the voting members will not be composed of school representatives. The school support organization will provide a list of elected officers to the Director of Schools or designee.
8. The school support group must operate within the applicable standards and guidelines set by a related state association, and shall not promote, encourage or acquiesce in any violation of student or team eligibility requirements, conduct, codes, or sportsmanship standards.

9. A school support organization shall annually, by August 15th, submit a form to the Director of Schools, or the Director's designee, which verifies its continual recognition as a nonprofit entity or foundation and the current telephone number, address, and position of each officer of the organization, and a total statement of receipts and disbursements to the applicable school principal.
10. The school support organizations may not:
  - (1) Use the school's or school district'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 school district;
  - (3) Use school support organization funds for a purpose other than the purpose related to the goals and objectives of the school support organization which shall relate to supporting a school district, school, school club, or school academic, arts, athletic, or social activity; or
  - (4) Maintain or operate a bank account that bears the employer identification number of the school district, school, or any other school-related governmental entity. From July 1, 2007, any funds deposited into such an account shall be presumed to be a donation to the entity whose employer identification number is used and shall be treated as student activity funds.

**Concessions and Parking**

The principal of a school may agree to allow an authorized school support organization 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 Director's designee. Support organization workers must not be MNPS employees of that school. Money payable to the school pursuant to the agreement with the principal will be considered school support group funds and not student activity funds if the school support group provides the school with the relevant collection documentation required by the student activity funds Manual produced by the State of Tennessee.

The Director of Schools may suspend or revoke the authorization of any school support group for a failure to abide by the policies and procedures regarding school support groups as outlined in this agreement.

By signing below, you have agreed to the conditions outlined in the policies and procedures and understand that failure to abide by them could revoke your authorization as a school support group.

\_\_\_\_\_  
President (support group)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Director of Schools or Designee

\_\_\_\_\_  
Treasurer