

CMCSS and School Support Organization (SSO) Cooperative Agreement

(The following agreement must be initially completed and signed prior to any activities being undertaken by a School Support Organization (SSO). Thereafter a new agreement must be completed and signed prior to August 15 of each school year or prior to new officers beginning their term or authorization to fundraise will be suspended. Anytime an officer changes, the new officer(s) should sign and submit a copy of this agreement as well.)

This agreement is hereby entered into this _____ day of _____, 20____, by and between the Clarksville Montgomery County School System and the School Support Organization listed below:

SSO Name: _____

The following documentation should be submitted with this Agreement unless required current information is already on file:

1. Verification of the organization's active status as a nonprofit organization with the state (annual renewal). If initial year, then copy of state charter should be submitted.
2. Goals, current year objectives and budget of the organization.
3. Annual SSO Form (BUS-F008).
4. A copy of the SSO's current written accounting policy(s). (Policy must be officially adopted/approved and documented by SSO minutes every year.)
5. Annual Financial Report (after initial year of existence) for the preceding school year based on a July 1-June 30 reporting period submitted no later than August 15 of current school year.
6. Copy of current bylaws and any amendments to the bylaws.
7. Copy of concessions agreement for current season, if applicable. (BUS-F009).

The SSO further agrees:

1. To abide by and will continue to abide by any and all applicable federal, state, and local laws, ordinances, and regulations regarding school support organizations in its activities.
2. To abide by the [School Support Organization Financial Accountability Act](#) (Tennessee Code Annotated 49-2-6XX).
3. To follow the requirements issued in the [Model Financial Policy for School Support Organizations \(Procedures Manual\)](#) dated May 2020.
4. To abide by CMCSS policy [BUS-A005](#) and procedures [BUS-P006](#), [BUS-P007](#), and any other policies and procedures regarding SSOs as established by CMCSS.
5. To indemnify the CMCSS Board, the director and all other agents of the local education agency for the actions of the SSO.
6. To maintain a copy of the SSO's charter and annual documentation of its recognition as a nonprofit organization with the State, bylaws and any amendments, minutes, SSOs Employer Identification Number (EIN) letter from the IRS, and non-profit tax exemption from IRS and/or sales tax exemption from the state, if applicable permanently and for at least four years after dissolution of the SSO.
7. To maintain all other financial and collection records for at least four (4) years. All financial records will be public information and must be made available upon request to officials of CMCSS, school principal, or auditors of the Office of the Comptroller of the Treasury.



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8. To obtain the approval of the Director of Schools or Designee before undertaking any fundraising activity. (Note: Fundraising includes solicitation of donations.)
9. That a school representative (as defined in CMCSS procedure [BUS-P006](#)) may not act as treasurer or bookkeeper, sign checks on behalf of the SSO or control or use a SSO debit/credit card. A school representative shall not serve as any officer of the SSO unless approved by CMCSS CFO as well as a spouse of a school sponsor of the SSO. A majority of the voting members of the board of directors/executive board should not be composed of school representatives.
10. To ensure that SSO funds are safeguarded and are spent only for purposes related to the stated goals and objectives of the school support organization that relate to supporting the school district, school, school club, or school academic arts, athletic, or social activity.

The SSO further understands that it **may not**:

1. Use a school or CMCSS EIN or sales tax exemption to purchase any items.
2. Represent or imply that its activities, contracts, purchases, or financial commitments are made on behalf of or are binding upon any school or CMCSS.
3. Use the school district's or any other school related governmental entity employer identification number (EIN) to operate a bank account.

CMCSS agrees:

1. To grant the SSO permission to use the name, mascot, and logo of the applicable school for fundraising effective with the date of this agreement provided that all required information and documentation is submitted and SSO is approved to operate for the current school year.
2. To ensure that any donation made by the SSO to an individual school shall be disbursed in accordance with any written conditions provided by the SSO and shall be in accordance with the goals and objectives of the SSO and in accordance with federal, state and local laws.
3. To publish a list of approved SSOs on the CMCSS website.

Effective Date: This Agreement shall not be binding on the parties until all parties have signed a copy. This agreement may be terminated by CMCSS Board (or designee) as not being in the best interest of the District to continue such affiliation. All new officers shall review, sign, and submit this form.

BY: _____
SSO President

BY: _____
SSO Treasurer

BY: _____
SSO Secretary

BY: _____
SSO V-President

BY: _____
School Principal/Designee

BY: _____
Authorized Representative – CMCSS

DATE: _____

If SSO has additional officers such as co-president or co-treasurer, then have them sign name and title at bottom of this page.