SCHOOL SUPPORT ORGANIZATION COOPERATIVE AGREEMENT

This Agreement is entered into by the Lakeland Board of Education ("Lakeland Board") and LMPS Orchestra Boosters ("Support Organization") (hereinafter collectively referred to as the "Parties").

WHEREAS, T.C.A. § 49-2-601, et seq., entitled the School Support Organization Financial Accountability Act (the "SSO Act"), empowers qualifying organizations to operate in a support capacity to providing financial support to help carry out academic, arts, athletic, and social programs to further educational opportunities for the children of Tennessee; and

WHEREAS, the Lakeland Board has adopted Board Policy 2.404, which is incorporated herein by reference, to provide a framework to facilitate the proper operation of qualifying organizations; and

WHEREAS, the Support Organization named herein desires to be recognized as a qualifying organization and agrees to abide by the SSO Act and Board Policy 2.404; and

WHEREAS, the Support Organization named herein agrees to comply with financial disclosure, reporting requirements and controls set forth under The Act and the Model Financial Policy for School Support Organizations as provided by the Comptroller of the State of Tennessee; and

WHEREAS, the Lakeland Board desires to recognize the Support Organization named herein as a qualifying school support organization and grant the authority to use the name, mascot, or logo of a school or the school district effective the date this agreement is signed by both parties.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Lakeland Board and the Support Organization agree as follows:

1. Effective Date - The Effective Date of this Agreement shall be July 31, 2019 and shall cover one school year and end on June 30, 2020.

2. The Support Organization agrees to indemnify and hold harmless the Lakeland Board of Education, the Lakeland School System, Superintendent, and/or any individual School, and all other agents of the Lakeland Board for the actions of the Support Organization and otherwise abide by Board Policy 2.404. The Support Organization shall be responsible for and shall pay for any damage to any school facilities or other property occurring during the Support Organization’s use of school facilities or property.

3. The Support Organization represents that its officers appropriately account for, control for and safeguard its funds to ensure such funds are spent only for the purposes related to the Support Organization’s stated goals and objectives.
4. By entering into this Agreement, the Support Organization acknowledges its obligations to operate in compliance with the SSO Act and agrees that a breach of said duties under the SSO Act acts as a breach of this Agreement.

5. The Lakeland Board recognizes the Support Organization as a qualifying school support organization pursuant to Board Policy 2.404 and grants the 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.

6. Termination: Either Party may terminate this Agreement for any reason upon thirty (30) days written notice.

7. Assignment: Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred by either party.

LMPS Orchestra Boosters ____________________________ July 31, 2019
School Support Organization

[Signature]

Superintendent ____________________________ Date

[Signature]