

DRAFT FOR BOOSTER CLUB

WESTLAKE ACADEMY AFFILIATE GROUPS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into by and between the Town of Westlake ("Town"), as the charter holder of Westlake Academy ("Academy"), and the Town Council as the governing body of the Academy ("Academy Board of Trustees"), and the Board of Directors of the Westlake Academy Booster Club ("Booster Club"), a Texas nonprofit organization, to memorialize the nature of the relationship between the parties and the support each agrees to provide for the benefit of the other party.

WHEREAS, the Academy is a public school with a mission to develop inquiring, knowledgeable, and caring young people who help to create a better and more peaceful world through intercultural understanding and respect; and

WHEREAS, the uncertainty and restrictions inherent in the Texas public school finance system require the Academy to seek and rely upon alternative sources of support in order to continue and/or enhance its quality education programs; and

WHEREAS, the Booster Club is a Texas nonprofit organization recognized under section 501(c)(3) of the Internal Revenue Code as exempt from federal income taxes, organized for educational and charitable purposes to provide support for the benefit of the Academy and its students; and

WHEREAS, the Academy has recognized certain organizations, including the Booster Club, as Westlake Academy Affiliate Groups, which are organizations that work with the Academy and its stakeholders within the community to support financial sustainability and enhance student opportunities to further the Academy's mission; and

WHEREAS, the Academy and the Booster Club agree the commitments and procedures identified herein will assist both parties with planning and management of the Booster Club's support of the Academy and will promote transparency regarding the use of Academy and Booster Club resources;

NOW, the Academy Board of Trustees and Booster Club Board of Directors agree as follows:

1. Westlake Academy agrees to recognize the Booster Club as an Affiliate Group entitled to the benefits identified in Board Policy 5.09, subject to the Booster Club's compliance with Board Policy 5.09 and the terms of this Agreement.
2. Westlake Academy agrees to provide the Booster Club with access to student directory information subject to any limitations required by applicable law. Booster Club agrees to comply with any restrictions communicated by the Academy related to the use of parent email lists or other Academy resources used to communicate with Academy students or parents.

3. Westlake Academy agrees to allow reasonable use of Academy logos and further agrees to grant the Booster Club a license to use certain Academy logos or other marks established for use by the Town of Westlake, Westlake Academy, or Westlake Academy athletic teams subject to restrictions described in this Agreement or that may otherwise be communicated to Booster Club by the Director of Communications during the term of the Agreement. Such restrictions will include procedures for obtaining prior approval for the use of logos and marks and may include restrictions on the scope of such use. Under no circumstances may the HOC rely upon the license granted under this Agreement to authorize the use of logos or marks by third parties, including but not limited to Westlake Academy students or parents, without the written consent of Westlake Academy or the Town of Westlake.
4. The Town agrees to provide space for Booster Club meetings subject to any scheduling procedures communicated to the Booster Club by Town or Westlake Academy representatives. Booster Club further agrees to comply with applicable Board Policy and procedures for the use of other Academy or Town facilities or resources.
5. Within 60 days of signing this Agreement, the parties agree to work together to create inventories of (1) all property owned by the Booster Club that may be used in connection with the Booster Club's support of Westlake Academy; and (2) all property owned by Westlake Academy that the Booster Club plans to use in connection with the Booster Club's support of Westlake Academy. The parties agree to collaborate on reasonable requests from the Booster Club for assistance with the storage of property owned by the Booster Club that will be used for Westlake Academy events.
6. In the event the Booster Club will be collecting funds on behalf of Westlake Academy, the Booster Club agrees to comply with any documentation procedures related to the receipt, deposit or accounting for such funds that may be communicated to the Booster Club by the Town of Westlake Director of Finance or her designee during the term of this Agreement.
7. The Booster Club agrees it is responsible for ensuring that the sale of any merchandise created and/or sold by the organization complies with applicable law and regulations.
8. The Booster Club agrees to provide the Academy copies of the organization's governing documents, which will include the certificate of formation and bylaws, and further agrees to provide copies of any amendments to such documents that may be approved by the organization during the term of this Agreement. The Booster Club further agrees to provide a copy of the organization's determination letter from the Internal Revenue Service designating the Booster Club as an exempt organization.

9. The Academy and Booster Club mutually agree to meet prior to the beginning of each school year to discuss the priorities for both the Booster Club and the Academy for the coming fiscal year, including any special projects, events or fundraising efforts that may impact the budget planning process or the expenditures of Westlake Academy and/or the Town of Westlake.
10. Upon request, Booster Club agrees to present a quarterly report to the Academy's Board of Trustees on the organization's activities and events during the prior quarter and describing the organization's contributions to the Academy, financial and otherwise.
11. Within 30 days of entering into this Agreement, Booster Club agrees to provide proof of liability insurance coverage maintained by the organization in the amount of at least \$500,000 for each person and \$1,000,000 for each single occurrence for death or bodily injury and \$100,000 for each single occurrence for injury to or destruction of property. Booster Club further agrees to provide advance notice to the Academy in the event the Booster Club intends to make any changes to the organization's insurance coverage.
12. Booster Club agrees to provide the Academy an annual independent audit report for each fiscal year during the term of this Agreement. If approved by the Academy, the Booster Club may submit a fiscal year-end financial report in lieu of an independent audit report.
13. Booster Club agrees to ensure all volunteers participating in Booster Club operations or programs comply with all provisions of the Academy's Volunteer Policy, as it currently exists or may be amended during the term of this Agreement, including the procedures for criminal history background checks to the extent required by Academy policy or state law.
14. Booster Club agrees to comply with applicable access and check-in procedures adopted by the Academy related to access to Academy and/or Town facilities.
15. The Academy and the Booster Club acknowledge and agree that they are independent entities and neither party serves as an agent or employee of the other and has no authority to bind the other party.
16. This Agreement has an initial term of one year beginning on the date last signed below ("Effective Date") and, thereafter, will automatically renew for additional one-year terms unless terminated by either party as allowed by the terms of this Agreement or as required by law.
17. This Agreement may be terminated by either party for any reason by giving written notice to the other party at least 120 days prior to the intended termination date. In the event either party desires to terminate the Agreement due to the other party's lack of compliance with the terms of this Agreement, the terminating party agrees to provide written notice of the noncompliance and allow the other party thirty (30) calendar days to resolve the reported noncompliance ("Resolution

Period”). If the noncompliance is not cured within the time period allowed, the terminating party may terminate the Agreement thirty (30) days after the expiration of the Resolution Period.

WESTLAKE ACADEMY
BOARD OF TRUSTEES

WESTLAKE ACADEMY BOOSTER CLUB
BOARD OF DIRECTORS

President Kim Greaves

President

ATTEST:

ATTEST:

Boad Secretary Dianna Buchanan

Board Secretary

Head of School Dr. Kelly Ritchie

Town Manager Wade Carroll