



**LARAMIE HIGH SCHOOL  
BOOSTER CLUB  
MEMORANDUM OF UNDERSTANDING**

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**Parties:** This Memorandum of Understanding (hereinafter “MOU”) is made and entered into

by and between the Laramie High School (LHS) Swimming & Diving Booster Club whose address is 1710 Boulder Drive Laramie, Wyoming 82070 (hereinafter “Booster Club”) and Albany County School District Number #1 whose address is 1948 East Grand Avenue, Laramie WY 82070 (hereinafter “District”).

- 1. Purpose:** To have an underlying agreement for Laramie High School Swimming & Diving Booster Club, as an officially recognized Booster Club of the District.
- 2. Term:** This MOU shall commence upon \_\_\_\_\_, and shall remain in full force until modified or terminated as allowed below.
- 3. Responsibilities of the District:** The District’s Designee for working with Booster Club is the school Principal and/or his or her Designee which may include the Athletic Director as well as the activity sponsor and/or coach. Specific questions regarding booster activity should be addressed to the campus Principal and/or his or her Designee. As the District's Designee, the Principal shall: (1) approve the school’s recognition of the Booster Club; (2) receive and retain a copy of the organizing documents and bylaws of the Booster Club, and; (3) ensure that a Booster Club’s sole function is to support, promote and complement a specific educational program, group, activity and/or sport. The Superintendent, based upon recommendations from the school Principal, shall have the authority to disassociate from Booster Club that has been determined by the District to be disruptive to the educational activities and/or goals of the District.
- 4. Responsibilities of the Booster Club:** Booster Club is intended to be a parent/guardian/booster organization established to support, promote and complement the educational programs, groups, activities and athletics of the District. Booster Club activity may be as simple as providing refreshments for a particular event or it may be as complex as raising money for an out-of-state competition. Booster Club shall work with the District activity sponsor, director and/or coach to determine the most efficient and effective use of Booster Club funds.

Booster Club shall be a Wyoming non-profit, corporate entity; or, in the alternative, affiliated with and recognized by the Laramie Community Foundation, Inc. in a similar capacity. Booster Club shall be approved by the school Principal and work with the school Principal and/or his or her Designee in furthering the goals described herein. All organizational documents and/or Bylaws, and amendments thereto, for Booster Club shall be submitted to the Principal or his or her Designee and maintained on file with the District.

Booster Club shall provide an annual accounting of all receipts and expenditures to the school Principal. Booster Club shall also annually provide written proof of compliance with applicable State and Federal taxation regulations, if any.

**5. Fund Raising:** Booster Club recognizes that the District has engaged in independent fund-raising activities and has entered into separate, written agreements with other community businesses and/or educational supporters. These separate, written agreements include non-solicitation clauses. As such, Booster Club agrees to not solicit any community business and/or educational supporter who has entered into said non-solicitation agreement with the District without first receiving the written consent of the District. Said written consent shall not be unreasonably withheld. The District shall provide Booster Club with a list of community businesses and/or educational supporters who shall not be solicited by the Booster Club without said written approval.

**6. Local Expenditures:** Booster Club agrees to first consider spending all Booster Club funds locally in the Laramie and Albany County communities, if economically feasible.

**7. General Provisions:**

**A. Applicable Laws:** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity. The District's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, or other status protected by state and federal statutes.

**B. Assignment:** Without prior written consent of the other party, neither party may assign this MOU. This MOU shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.

**C. Entirety of MOU:** This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

**D. Governmental Claims:** Any actions or claims against the Booster Club and/or the District under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

**E. Interpretation:** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

**F. Prior Approval:** This MOU shall not be binding upon either party unless this MOU has been reduced to writing and signed by both parties before performance begins as described under the terms of this MOU.

**G. Severability:** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

**H. Sovereign Immunity:** The District does not waive its sovereign or governmental

immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

- I. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
  
- J. Legal Authority:** Each party to this MOU warrants that it possesses the legal authority to enter into this MOU and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind it to its terms. The person(s) executing this MOU on behalf of a party warrant(s) that such person(s) have full authorization to execute this MOU.

**Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

APPROVED BY:

**LHS Swimming & Diving Booster Club**

**Albany County School District #1**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Title