

**Uwharrie Charter Academy  
Booster Club/Parent/Support Organization  
Memorandum of Agreement**

This Agreement is entered into by and between the Uwharrie Charter Academy (hereafter referred to as "UCA" or "the School") and a legal entity known as \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "Support Organization").

Through this Agreement, the parties intend to set forth the Terms and Conditions under which the Support Organization may operate and associate with students, teachers, coaches and the schools of Uwharrie Charter Academy. \_\_\_\_\_

**Terms and Conditions**

1. The Support Organization acknowledges that the School is responsible for the promotion of education and the general health and welfare of all students attending Uwharrie Charter Academy (UCA). In addition, the Support Organization acknowledges that the School has responsibility to see that funds spent in its programs and schools are spent equitably and in compliance with all laws and rules. Funds provided to the schools by Support Organizations are intended to supplement, not supplant, the programs of the schools.

2. The Support Organization agrees to refrain from any activity that may affect compliance with Title IX of the Educational Amendments of 1972 (title 20, USC 1681-1687 et. seq.). All donations must be approved by the Superintendent to assure alignment with fairness and equity in all schools and programs and equity in sports, including compliance with Title IX. The Superintendent has the right to reject or delay the acceptance of any donation that causes inequity or is not aligned with UCA goals and responsibilities.

3. In order to be recognized by UCA as a Support Organization, the Support Organization must submit a request for recognition by August 1 of each school year. The request shall be sent to the Superintendent and include the following:

a. a completed Booster Club/Parent/Support Organization Agreement;

b. a copy of the bylaws, charter or other organizing document;

c. a list of the officers or directors for the year at issue, including the names, addresses and telephone numbers of each officer and a designated representative of the Support Organization for the fiscal year;

- A UCA employee or current board member cannot act as an officer nor be on any banking accounts to ensure there is no conflict of interest.

d. evidence of a tax identification number issued from an appropriate authority;

e. evidence that the Support Organization is not-for-profit (either registered or unincorporated as described in N.C.G.S. 59-B) and that fundraising efforts in the name of the school will benefit the school or program.

- f. In the event that the Support Organization is formed after August 1 of any fiscal year, the required forms and documentation must be submitted and approved at least 30 days before any fundraising begins.
  - g. If any of the above information changes during the year after approval, the representative agrees to provide revised information within 15 days to the Superintendent.
4. Once approval is granted for the Support Organization to operate as an independent support organization of a school or program, the Support Organization shall direct all requests for fundraising activities to the Superintendent, who will have the responsibility of approving fundraising activities prior to the solicitation of funds in the name of the school or any program associated therewith. Individual coaches, directors and teachers may not receive any gifts or donations directly to themselves or their programs; only the Superintendent on behalf of the school or the Support Organization can receive gifts and donations. The Superintendent reserves the right to reject any fundraising activity that is not necessary, beneficial to the school, or consistent with the goals and objectives of the school. Students and parents cannot be required to participate in any fundraising activity as a condition of participation in any team, club, sport, or other school activity group.
  5. Coaches, directors and teachers are expressly prohibited from participating in, directing or receiving funds for their benefit from Support Organizations. Coaches and teachers can be paid a fair wage for instruction at any optional fundraising camp, provided a reasonable fee is set, determined in advance, and the employment occurs outside of the period of time the coach is employed by UCA.
  6. Support Organizations must use outside accounts specifically designated for their use and apply appropriate tax identification numbers to such accounts.
  7. On an annual basis, an internal audit will be conducted on all organizations that use the UCA brand to ensure compliance and proper accounting practices. If Support Organizations refuse to provide the School with this information, a notice will be provided to families and teachers of our refusal to use the Support Organization as a fundraising resource.
  8. All business documents of Support Organizations, including checks, invoices, purchase orders, contracts and invoices, must be in the full name of the Support Organization and not in the name of the school or any individual. (Example: UCA High School Booster Club is acceptable; UCA High Football is not acceptable.)
  9. By executing this document through its designated representative, all members, officers and representatives of the Support Organization agree to abide by the terms and conditions set forth herein as well as those additional terms and conditions which may be required by the School from time to time. The designated representative of the Support Organization shall provide a copy of this Agreement to all members of the Support Organization.
  10. Support Organization members supporting high school sports programs agree to familiarize themselves with the rules for gifts and compensation for individual players published by the North Carolina High School Athletic Association (NCHSAA) and the National Collegiate Athletic Association (NCAA) and abide by them.
  11. The School can terminate at any time for any reason. In the event of such termination, all monies raised on behalf of or in the name of the School (or any employee or program of the School) shall be transferred to the School within fifteen days. These funds shall be held in escrow to allow for funding once the organization becomes compliant or reestablished.

12. If the Support Organization is terminated by the Superintendent, the organization has 3 business days to appeal to the UCA Board of Directors for a hearing. The Board of Directors has the overall responsibility to uphold the Superintendent's decision, change the decision, or modify the decision. After a board hearing, notification of the Board of Directors decision will be sent to the organization upon 3 business days after the hearing.

13. State Indebtedness Clause No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions as required by NCGS 115C-218.105(b).

**OATH OF REPRESENTATIVE**

I hereby acknowledge that I am the designated representative of the \_\_\_\_\_ Support Organization and that I am authorized to operate on its behalf. I further agree that this Support Organization and its members will abide by the Terms and Conditions set forth above and that I will publish this Agreement to all members. I further agree to immediately report to the Superintendent of the school any breach or violation of this Agreement. I understand that failure to comply with this Agreement can result in the termination of the School's approval of the Support Organization to operate as an independent support organization of UCA programs or schools.

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Support Organization Officer Title)

**STATE OF NORTH CAROLINA**

**COUNTY OF** \_\_\_\_\_

Signed and sworn to (or affirmed) before me by \_\_\_\_\_.

Date: \_\_\_\_\_  
[Official Signature of Notary]

[Official Seal] \_\_\_\_\_, Notary Public  
[Notary's printed or typed name]

My commission expires: \_\_\_\_\_

As Superintendent of \_\_\_\_\_ School, I have received all required documentation for establishing a Support Organization at my school for the 20\_-20\_\_\_\_ school year.

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Superintendent's Signature)