

## **BALLARD COUNTY BOARD OF EDUCATION BOOSTER CLUB AGREEMENT**

This agreement is entered into by and between the Ballard County Board of Education (hereafter referred to as Board) and an entity known as \_\_\_\_\_ (hereafter referred to as the "Booster Club"). Through this Agreement, the parties intend to set forth the Terms and Conditions under which the Booster Club may operate and associate with students, teachers, coaches and school administrators at Ballard Memorial High School.

### **TERMS AND CONDITIONS**

1. The Booster Club acknowledges that the Board is responsible for the promotion of education and the general health and welfare of all students attending the Ballard County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all funds and all public school property in its district and may use its funds and property to promote all public school education (KRS 160.290).

2. The Booster Club acknowledges that its activities may affect compliance with Title IX of the Educational Amendments of 1972 (Title 20, U.S.C. 1681-1687, et seq.) by Ballard Memorial High School and the Board. Likewise, the Booster Club acknowledges that, as a condition of membership in the Kentucky High School Athletic Association, representatives of Ballard Memorial High School and the Board must verify that the school complies with Title IX. 702 KAR 7:065, Section 2 (13). Accordingly, the Booster Club agrees to provide all information requested by Ballard Memorial High School, the Board, or the Kentucky High School Athletic Association for purposes of determining Title IX compliance. The Booster Club further agrees to refrain from engaging in any activity which, in the opinion of the principal or athletic director of Ballard Memorial High school or the Superintendent of the Ballard County Public Schools, adversely affect the school's or the Board's ability to comply with Title IX.

3. The Booster Club shall, on or before August 15, 2012 (for the 2012-2013 school year), and August 15, 2013 (for the 2013-2014 school year), designate a representative for purposes of communicating with and providing true and accurate information to the Board and Ballard Memorial High School.

4. Upon request of the principal or athletic director of Ballard Memorial High School, or upon request of the Superintendent of the Ballard County Public Schools, the Booster Club shall make available a full and complete list of its members.

5. In addition to complying with the requirements of Title 702 of the Kentucky Administrative Regulations, Chapter 3:130 (internal accounting, and all other relevant statutes and regulations) the Booster Club shall, upon the request of the principal or athletic director of Ballard Memorial High School, or on the request of the Superintendent of the Ballard County Public Schools, provide a full and complete accounting of all funds raised, as well as a full and complete accounting of all funds expended. In addition, if requested to do so, the Booster Club shall also provide audited financial records concerning its activities.

6. On or before August 31, 2012 (for the 2012-2013 school year), and August 31, 2013 (for the 2013-2014 school year), the Booster Club shall advise the principal and athletic director of Ballard Memorial High School of all fund raising activities planned for the upcoming year. To the extent the Booster Club seeks to engage in additional fund raising activities, it shall give at least 30 days notice of the intended activity. ✓

7. The Booster Club shall, on or before August 15, 2012, (for the 2012-2013 school year), and August 15, 2013, (for the 2013-2014 school year), provide the Principal or Athletic Director of Ballard Memorial High School with a detailed budget plan of all expenditures, for the upcoming year, for its approval (by Principal or Athletic Director). Any deviation over and above the approved budget shall be resubmitted for approval at least 30 days prior to the intended expenditure. ✓

8. The principal and athletic director of Ballard Memorial High School and the Superintendent of the Ballard County Public Schools expressly reserve the right to reject any fund raising activity or expenditure for any reason. The Booster Club agrees that it shall not engage in any fund raising activity or expenditure which has not been approved or which has been rejected by the principal or athletic director of Ballard Memorial High School or the Superintendent of the Ballard County Public Schools. ✓

9. Each Booster Club shall designate a Treasurer to have custody and control over the club's funds who shall keep a full and accurate account of receipts and disbursements and make such reports and accounting as may be required from time to time. If the Booster Club's funds are in excess of \$2,500.00, the Treasurer shall provide at the Booster Club's expense, a bond in a sum satisfactory to the Booster Club with one or more sureties for the faithful performance of the duties of the office and for restoration to the Booster Club, in case of the Treasurer's death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property belonging to the Booster Club.

10. By executing this document through its designated representative, all members, officers, and representatives of the Booster Club agree to abide by the terms and conditions set forth below as well as those additional terms and conditions which may be required by the Board. The designated representative of the Booster Club represents and agrees that he/she will provide a copy of this agreement to all members of the Booster Club.

I hereby acknowledge that I am a representative of the \_\_\_\_\_  
Booster Club and that I am authorized to act on its behalf. I further agree that this Booster Club and its members shall abide by the Terms and Conditions set forth above. I further agree to immediately report to the principal and athletic director of Ballard Memorial High School and to the Superintendent of the Ballard County Public Schools any violation or breach of this agreement.

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Office Held

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Office Held

\_\_\_\_\_  
Printed Name

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Printed Name

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Signature

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Signature

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Date

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Date

\_\_\_\_\_  
David Meinschein, Principal

\_\_\_\_\_  
Amber Parker, Athletic Director

