



## TITLE IX REVISIT FINAL AUDIT REPORT

(For schools visited during the **2005-2006** school year)

School: Southwestern High School

Reviewed By: Martha Mullins

Date of Visit: February 22, 2006

Telephone Number of Reviewer: **(859) 269-3394**

### 1. Completed Required Forms

All forms, except Form T-74, were completed satisfactorily. Form T-74 lacked some data and directed attention to enclosures as a substitute for completion of the form.

### 2. Opportunities Component of Title IX Compliance

Area of Compliance:  
(Check One or More)

	A	Substantial Proportionality
X	B	History and Continuing Practice Of Programs Expansion
X	C	Full and Effective Accommodation of Interest and Abilities

A.) If Substantial Proportionality is chosen; does it appear that the school has performed the calculation correctly?

N/A

(If No, include in comments section and analysis of what is incorrect in the calculation.)

Comment:

B.) If History and Continuing Practice of Program Expansion are chosen; does it appear that the school has performed the calculation correctly?

YES
Comment:
Eight teams have been added for girls since the original visit.

C.) If Full and Effective Accommodation of Interest and Abilities are chosen, does it appear that the school provides opportunities in areas of students' interest?

Yes

Comment:
Currently, the school offers rifle and archery as sports open to both boys and girls in addition to the traditional sports.

**3. Has the school properly surveyed its student body to accurately assess the interests and abilities of its students?**

Yes

Comment:

**4. Checklist of the Title IX Components of the Interscholastic Program**

<b>Benefit to Students</b>	<b>Satisfactory</b>	<b>Deficient</b>	<b>Comments</b>
<b>Accommodation of Interests and Abilities</b>	<b>X</b>		
<b>Equipment and Supplies</b>		<b>X</b>	Due to lack of past documentation, school personnel were unable to analyze expenditures to determine if imbalances were due to neutral factors.
<b>Scheduling of Games and Practice Time</b>		<b>X</b>	The school has continued to not meet the established criterion for scheduling of "prime-time" games in girls' basketball.
<b>Travel and Per Diem Allowances</b>	<b>X</b>		However, written policies on meal service were not found in the school's permanent Title IX file.
<b>Coaching</b>	<b>X</b>		Student-athletes stated in the interview that a main improvement in the girls' program had been in this area. Coaches with greater specialties had been added. However, there are more assistant coaches for boys' teams than for girls' teams in like-sports: basketball and baseball.
<b>Locker Rooms, Practice and Competitive Facilities</b>	<b>X</b>		However, the size of the girls' basketball locker room is considerably smaller than that of the boys. An analysis should be made of the number of square feet available per male athlete and per female athlete in the total athletics program to determine if boys have an advantage in locker room space.
<b>Medical and Training Facilities and Services</b>	<b>X</b>		School personnel were advised to post the schedule for use of the weight room.
<b>Publicity</b>	<b>X</b>		Cheerleader selection and assignment appeared equitable. The school is commended for improving publicity and promotion for girls' sports.
<b>Support Services</b>		<b>X</b>	Numerous and varied files were made available to the auditors. An organized, coherent file was not available for review.

<b>Athletic Scholarships**</b>	<b>X</b>		Past problems associated with booster funds being awarded to football players appeared to have been resolved.
<b>Tutoring**</b>	<b>N/A</b>		
<b>Housing and Dining Facilities and Services **</b>	<b>X</b>		It appeared that no preferences for food service have been provided in recent years, though no written policy was evident for review.
<b>Recruitment of Student Athletes**</b>	<b>N/A</b>		

**5. Brief Summary/Analysis of the Corrective Action Plan (T-74) See No. 1, Page 1.**

The original Corrective Action Plan (Form T-60) addressed the multiple deficiencies listed as a result of the first on-site visit: equipment and supplies, coaching stipends, facility usage, publicity, and support services. Subsequent Plans listed the generation of rules and expectancies for each sport and the assembling of names of former athletes for recognition and for program promotion. Most items have been addressed satisfactorily though documentation was lacking.

**6. Observed Deficiencies in Overall Girls and Boys Athletics Programs**

A definitive explanation of unbalanced expenditures for equipment and supplies over a period of time was not provided. The school has not conformed to the "prime-time" criterion established by the KHSAA for girls' home basketball games. The school did not have a coherent, organized Master Title IX file for review. Currently, there were two more assistant coaches in like-sports for boys' teams than for girls' teams.

**7. Facility Recommendations or Concerns**

Overall square footage in locker room spaces for girls should be analyzed. No office space had been assigned the softball coach.

**8. KHSAA Recommended Action**

- Notify Office of Civil Rights and Request Federal Investigation of Possible Violations
- Notify Equity Division and KBE of Potential Title IX Violations
- Suspension from the Association
- Prohibition from Post Season Play
- Probation For
- Fine In The Amount of \_\_\_\_\_
- None at This Time
- School shall submit the following additional information:

**(Equipment and Supplies)**

School personnel shall submit, due **May 15, 2006**, an analysis of expenditures for equipment and supplies for girls' and boys' teams over the past four years. Include decisions made with supporting data.

**(Scheduling of Games and Practice Times)**

School has been alerted to the annual penalties associated with failure to achieve prime date play for girls in basketball.

**(Coaching)**

School personnel will attach, due **May 15, 2006**, an analysis of the ratio of coaches to athletes for each gender in the 2005-2006 school year. Include volunteer assistants who aid coaches in practices and/or in competitions. Place on Form T-60, Corrective Action Plan, any necessary measures to be taken.

**(Support Services)**

School personnel will submit a Table of Contents depicting the organization of its Master Title IX file by **May 15, 2006**. A cover letter from the principal describing how the file is housed and where it, and copies of it, are located is to accompany the Table of Contents. Copies of the letter should be sent to the Title IX Coordinator for the school and for the district.

In order to better communicate operations of the athletics program, school personnel will adhere to the following:

**Please submit to the KHSAA, no later than May 15, 2006 a copy of an adopted policy regarding a uniform replacement schedule for all teams that participate in athletics at your high school. A copy of this intended replacement and review process should be provided to all head coaches and must be placed in your school's Master Title IX File.**

**Submit to the KHSAA, no later than May 15, 2006 a copy of a documented weight room usage schedule for both male and female athletes at your high school. This schedule should be provided to all head coaches and must be posted in view in your weight room and maintained for review within your school's Master Title IX File.**

**Submit to the KHSAA, no later than May 15, 2006 a copy of an established policy with regard to determining who and when an athlete or team will be honored with banners, awards or recognition and what the school's adopted standard accomplishments must be in order to receive such recognition. A copy of this policy should be provided to all head coaches and a copy must be kept in the school's Master Title IX File.**

**Submit to the KHSAA, no later than May 15, 2006 a copy of a school wide policy that addresses the school's uniform policy with regard to the travel and per diem allowances for both male and female sports. A copy of this policy should be distributed to all head coaches and a copy must be maintained in your school's Master Title IX File.**

**Submit to the KHSAA no later than May 15, 2006 a copy of a written and mutually signed understanding and/or agreement between your high school and related booster organizations as to fact that your high school's administration will oversee all expenditures, whatever the source, which provide benefits of any nature to your school's high school male and female athletes.**

**The KHSAA maintains a complete Title IX Master File on your school. Our Master File contains all correspondence, reports, etc. relating to your historical efforts to reach Title IX compliance. If you wish, we will be glad to assist you in updating your school's own required on-site Master Title IX File. Should you wish that assistance, please contact me ([LBoucher@khsaa.org](mailto:LBoucher@khsaa.org)), or my assistant Fay Isaacs ([fisaacs@khsaa.org](mailto:fisaacs@khsaa.org)) with that request. The charge is 10 cents per page copied. Depending on the size of your file that we maintain at the KHSAA, the total cost would not generally exceed more than \$60.00**

**9. PERSONNEL IN ATTENDANCE AT AUDIT MEETING**

**High School Title IX Coordinator: Greg Scholl**  
240 Valley Station, Somerset, KY 42503  
606-678-9000

**District Level Title IX Coordinator: Steve Butcher**  
501 University Dr., Somerset, KY 42501  
606-679-1123

<b>Name</b>	<b>Title</b>	<b>Telephone</b>
<b>Gary W. Lawson</b>	<b>KHSAA Auditor</b>	<b>502-875-3817</b>
<b>B. L. Randolph</b>	<b>Principal</b>	<b>606-678-9000</b>
<b>Larry G. Bryson</b>	<b>Board Attorney</b>	<b>606-878-7123</b>
<b>Steve Butcher</b>	<b>Asst. Superintendent</b>	<b>606-679-1123</b>
<b>Martha Mullins</b>	<b>KHSAA Auditor</b>	<b>859-269-3394</b>
<b>Greg Scholl</b>	<b>Athletic Director</b>	<b>606-678-9000</b>
<b>Helen Hansford</b>	<b>School Board Member</b>	<b>606-679-3159</b>
<b>Rodney McAninch</b>	<b>Teacher/Baseball Coach</b>	<b>606-676-8382</b>
<b>Michelle Sadler</b>	<b>Girls Soccer Coach/Teacher</b>	<b>606-271-2282</b>
<b>Jim Woodall</b>	<b>Parent</b>	<b>606-305-8808</b>
<b>Jaci Haynes</b>	<b>Student</b>	<b>606-875-4449</b>
<b>Karen Cook</b>	<b>Counselor</b>	<b>606-678-0582</b>
<b>Phillip Wilson</b>	<b>Board of Education</b>	<b>606-678-9672</b>

**10. Comments**

Much has been accomplished by current school personnel since the original on-site visit. Outdoor facilities have been added or improved greatly. There appeared to be a general attitude of willingness to take whatever measures were necessary to provide equitable programs for girls and boys.

The problem area of "prime-time" dates for girls' basketball games was addressed extensively with school administrators and in the Gender Equity Review Committee meeting. Scheduling difficulties with other schools appeared to be the primary source of frustration for school personnel. The requirement to comply with KHSAA standards for scheduling girls' basketball home games was discussed thoroughly.

The meeting adjourned at 5:45 pm.  
The public meeting did not materialize.

Miscellaneous recommendations and/or suggestions:

1. School personnel should consider purchasing travel bags for all teams. Additionally, consideration should be given to providing outdoor apparel for all fall sports, not just for football.
2. If advantages to boys' sports are found in overall benefits, consideration could be given to offsetting them by providing full or partial tuition payment for sport camps for girls.
3. The system used for inventory control should be reviewed for effectiveness.
4. A schedule for use of the batting practice facility should be generated and posted. A copy should be placed in the Master Title IX file.
5. The softball coach should be assigned an office comparable to that of the baseball coach. This measure would compensate for overlapping of office space for the girls' basketball and volleyball coaches.
6. A means should be put in place that assures a means of communication between coach and athlete outside of practice and competition. This could be the provision of email addresses, mailboxes, or other means by which an athlete can leave messages for a coach who is not available throughout the school day.



**PULASKI COUNTY BOARD of EDUCATION**

**Extra Service Salary Schedule 2005-2006**

NOTE: Upon approval of the Superintendent or his Designee, a school may split a coaching stipend & the duties to additional staff. However, amounts may not be combined so an individual would be paid more than the schedule allows for a position.

**ACADEMIC TEAM**

**EXT DAYS**

**AMOUNT**

Secondary Schools

Head Coach

\$3,000

Assistant Coach

\$2,000

Middle Schools

Head Coach (3)

\$1,500

Elementary Schools

District Coordinator

\$1,250

Head Coach

\$1,250

Future Problem Solving Coach

\$1,250

**ATHLETICS - SECONDARY**

Secondary Schools

Athletic Director

10

\$8,000

Athletic Trainer

Contract

Basketball - Girls

Head Coach

\$8,000

Assistant Coach (3)

\$3,000

Basketball - Boys

Head Coach

\$8,000

Assistant Coach (3)

\$3,000

Football

Head Coach

\$8,000

Assistant Coach (4)

\$3,000

Freshmen Coach

\$3,000

Stripping of Field (season)

\$2,000

Cross Country

Head Coach - Boys

\$2,500

Assistant Coach - Boys

\$1,500

Head Coach - Girls

\$2,500

Assistant Coach - Girls

\$1,500

Track

Head Coach - Boys

\$2,750

Assistant Coach - Boys

\$1,500

Head Coach - Girls

\$2,750

Assistant Coach - Girls

\$1,500

**ATHLETICS - SECONDARY (continued)****AMOUNT**Baseball

Head Coach	\$3,500
Assistant Coach (2)	\$1,750

Softball - Girls

Head Coach	\$3,500
Assistant Coach (2)	\$1,750

Soccer

Head Coach - Boys	\$3,500
Assistant Coach (2)	\$1,750
Head Coach - Girls	\$3,500
Assistant Coach (2)	\$1,750
Stripping of Field (season)	\$1,500

Tennis

Coach - Boys	\$1,750
Coach - Girls	\$1,750

Golf

Coach - Boys	\$1,750
Coach - Girls	\$1,750

Rifle Team

Head Coach	\$1,250
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Volleyball - Girls

Head Coach	\$2,750
Assistant Coach (1)	\$1,500

Swimming

Head Coach -- Boys	\$1,750
Assistant Coach -- Boys	\$1,000
Head Coach -- Girls	\$1,750
Assistant Coach -- Girls	\$1,000

Archery Team - Coed

Head Coach	\$1,750
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2005

HIGH SCHOOL STIPENDS

NAME OF SCHOOL: SOUTHWESTERN

ACADEMIC TEAM

HEAD COACH \$3,000  
ASST. COACH \$2,000

ATHLETIC DIRECTOR  
DIRECTOR

\$8,000

GREG SCHOLL

BASKETBALL - GIRLS

HEAD COACH \$8,000  
ASST. COACH \$3,000  
ASST. COACH \$3,000  
ASST. COACH \$3,000

Tim Rice  
JACKIE TAYLOR  
DURAN NEWSOME

BASKETBALL - BOYS

HEAD COACH \$8,000  
ASST. COACH \$3,000  
ASST. COACH \$3,000  
ASST. COACH \$3,000

DAVID SCHULZ  
GREG KINNEY  
CHRIS FITZGERALD  
BRANDON COOPER

FOOTBALL

HEAD COACH \$8,000  
ASST. COACH \$3,000  
ASST. COACH \$3,000  
ASST. COACH \$3,000  
ASST. COACH \$3,000  
FRESHMEN COACH \$3,000

DALE ANDERSON  
JIM GIRDLER  
EDWIN ALLIN  
DAVID LEWIS  
CHAD GIRDLER  
DAVID JONES

CROSS COUNTRY (BOYS)

HEAD COACH \$2,500  
ASST. COACH \$1,500

ROBERT BELWOOD  
GERALD BRINSON

CROSS COUNTRY (GIRLS)

HEAD COACH \$2,500  
ASST. COACH \$1,500

ROBERT BELWOOD  
MANDI JONES

TRACK (BOYS)

HEAD COACH \$2,750  
ASST. COACH \$1,500

EDWIN ALLIN  
DALE ANDERSON

TRACK (GIRLS)

HEAD COACH \$2,750  
ASST. COACH \$1,500

EDWIN ALLIN  
ROBERT BELWOOD

BASEBALL			
HEAD COACH	\$3,500	<u>ROD McANINCH</u>	
ASST. COACH	\$1,750	<u>MARTY MAYER</u>	
ASST. COACH	\$1,750		
SOFTBALL			
HEAD COACH	\$3,500	<u>DERRICK HARRIS</u>	
ASST. COACH	\$1,750		
ASST. COACH	\$1,750		
SOCCER - BOYS			
HEAD COACH	\$3,500		
ASST. COACH	\$1,750	<u>BRIAN CROSS</u>	
ASST. COACH	\$1,750	<u>BRIAN BOUZOUKA</u>	
SOCCER - GIRLS			
HEAD COACH	\$3,500	<u>MATT COOK</u>	
ASST. COACH	\$1,750	<u>Michelle Sadler</u>	
ASST. COACH	\$1,750	<u>ROD McANINCH</u>	
TENNIS - BOYS			
HEAD COACH	\$1,750	<u>DARY BURKETT</u>	
TENNIS - GIRLS			
HEAD COACH	\$1,750	<u>DARY BURKETT</u>	
GOLF - BOYS			
HEAD COACH	\$1,750	<u>GREG KINNEY</u>	
GOLF - GIRLS			
HEAD COACH	\$1,750	<u>John Newton</u>	
RIFLE TEAM			
HEAD COACH	\$1,250	<u>JENNIE COTTE</u>	
VOLLEYBALL			
HEAD COACH	\$2,750	<u>JAMES COX</u>	
ASST. COACH	\$1,500	<u>Sheryl Flynn</u>	
CHEERLEADING SPONSOR			
GIRLS	\$2,500	<u>Sheryl Shoemaker</u>	
BOYS	\$2,500	<u>Sheryl Shoemaker</u>	
SWIMMING (BOYS)			
HEAD COACH	\$1,750	<u>Adam Richardson</u>	
ASST COACH	\$1,000		



PULASKI Southwestern

2004-2005 schedule

Girls - 4/9 = 44.4 %

Boys - 4/9 = 44.4 %





**Houchens Industries/KHSAA Girls' State Tournament Tickets On Sale Online now!**

# Southwestern 2005/6 Kentucky High School Girls Basketball

(select a date to view from this list)

(select a team to view from this list)

(select a tournament to view from this list)

(other scoreboards)

Have a score we don't have? Call it in to 1-800-715-8388.

**Region:** 12  
**District:** 48  
**Latest Stats Report:** January 26, 2006

Schedule and scores last updated at Feb 6, 2006 2:08pm

DATE	OPPONENT	SITE	SCORE
Nov 29, '05	Casey County	Southwestern	35 - 29 (W)
Dec 2, '05	Cumberland County	Cumberland County	50 - 53 (L)
Dec 5, '05	North Laurel	Southwestern	84 - 51 (W)
Dec 10, '05	Somerset	Somerset	67 - 42 (W)
Dec 16, '05	Wayne County	Wayne County	58 - 52 (W)
Dec 17, '05	Sheldon Clark	Berea	63 - 40 (W) Berea Invitational Tournament
Dec 18, '05	Western Hills	Berea	54 - 50 (W) Berea Invitational Tournament
Dec 19, '05	Barbourville	Berea	64 - 39 (W) Berea Invitational Tournament
Dec 20, '05	Woodford County	Berea	47 - 60 (L) Berea Invitational Tournament
Dec 28, '05	Bethlehem	Bethlehem	65 - 59 (W) Bethlehem Banshee Classic
Dec 29, '05	Anderson County	Bethlehem	54 - 58 (L) Bethlehem Banshee Classic
Dec 30, '05	Washington County	Bethlehem	41 - 42 (L) Bethlehem Banshee Classic
Jan 6, '06	Central Hardin	Central Hardin	49 - 80 (L) Republic Bank Invitational
Jan 7, '06	Tamworth, Australia	Central Hardin	38 - 41 (L) Republic Bank Invitational
Jan 10, '06	Monticello	Southwestern	61 - 30 (W)
Jan 13, '06	McCreary Central	McCreary Central	49 - 43 (W)
Jan 19, '06	Pulaski County	Southwestern	54 - 44 (W)
Jan 23, '06	Monticello	Monticello	74 - 41 (W)
Jan 24, '06	Russell County	Russell County	65 - 41 (W)
Jan 28, '06	Rockcastle County	Rockcastle County	51 - 62 (L)
Jan 31, '06	McCreary Central	Southwestern	59 - 51 (W)
Feb 3, '06	Whitley County	Southwestern	38 - 48 (L)
Feb 7, '06	Wayne County	Southwestern	- 6:00 PM
Feb 11, '06	Cavema	Southwestern	- 7:30 PM
Feb 14, '06	Danville	Danville	- 7:30 PM
Feb 16, '06	Boyle County	Southwestern	- 7:30 PM
Feb 24, '06	Mercer County	Mercer County	- 7:30 PM

*Girls - 2/9 in P.T. = 22.2%*  
*Boys - 6/9 in P.T. = 66.7%*

Region 12 Win/Loss Records					
	TOTAL POINTS	TOTAL POINTS ALLOWED	OVERALL	REGION	DISTRICT
Wayne County	1230	935	16 - 6 - 0	7 - 4 - 0	3 - 2 - 0
Boyle County	1209	1040	14 - 7 - 0	6 - 4 - 0	1 - 3 - 0
Southwestern	1220	1056	14 - 8 - 0	8 - 1 - 0	5 - 0 - 0
Rockcastle County	1155	1070	14 - 8 - 0	7 - 3 - 0	5 - 1 - 0
Garrard County	853	773	13 - 4 - 0	7 - 1 - 0	4 - 0 - 0
Lincoln County	957	758	13 - 5 - 0	10 - 2 - 0	4 - 1 - 0
Mercer County	1263	1069	13 - 7 - 0	7 - 1 - 0	5 - 0 - 0
McCreary Central	959	768	13 - 7 - 0	5 - 3 - 0	3 - 3 - 0
Casey County	781	753	9 - 8 - 0	6 - 6 - 0	4 - 2 - 0
Burgin	1030	1112	9 - 12 - 0	3 - 7 - 0	2 - 3 - 0
Danville	849	874	8 - 10 - 0	6 - 6 - 0	0 - 5 - 0
East Jessamine	936	1126	7 - 12 - 0	4 - 5 - 0	3 - 1 - 0
Pulaski County	929	953	7 - 12 - 0	1 - 9 - 0	0 - 5 - 0
Somerset	951	1060	7 - 14 - 0	5 - 7 - 0	2 - 3 - 0
Harrodsburg	718	1001	3 - 15 - 0	0 - 8 - 0	0 - 5 - 0
West Jessamine	916	1247	3 - 17 - 0	2 - 5 - 0	1 - 2 - 0
Monticello	722	1121	1 - 18 - 0	0 - 11 - 0	0 - 6 - 0
Kentucky School f/t Deaf	327	987	1 - 20 - 0	0 - 1 - 0	0 - 0 - 0

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Schedule and score data are believed to be correct but no guaranties are made. Schedules are subject to change without notice. Check with schools before making travel plans.

Historical High/Low Temperatures in Kentucky: [Current](#), [Last 24 hours](#), [Last 7 days](#), [Last 30 days](#).

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**Free Kentucky Jerse**  
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X-Logic:000C

Received: from [74.128.0.19] (martha.mullins@insightbb.com) by Office-Logic InterChange; Fri, 11 Aug 2006 17:33:49 -0400

Received: from dhcp-74-131-195-167.insightbb.com (HELO your27e1513d96) ([74.131.195.167]) by asav11.manage.insightbb.com with SMTP; 11 Aug 2006 17:34:37 -0400

X-IronPort-Anti-Spam-Filtered: true

X-IronPort-Anti-Spam-Result: AY8CALaT3ESCeg

Message-ID: <001501c6bd8d8d8f01f9d80\$6601a8c0@your27e1513d96>

From: "Martha Mullins" <martha.mullins@insightbb.com>

To: <fisaacs@khsaa.org>

Subject: Fw: Location of T9 file

Date: Fri, 11 Aug 2006 17:34:33 -0400

MIME-Version: 1.0

Content-Type: multipart/alternative;

boundary="-----\_NextPart\_000\_0012\_01C6BD6C.68D70F00"

X-Priority: 3

X-MSMail-Priority: Normal

X-Mailer: Microsoft Outlook Express 6.00.2900.2869

X-MIMEOLE: Produced By Microsoft MimeOLE V6.00.2900.2869

Fay, please print this out and place it in my box when you have time...thanks...Martha

----- Original Message -----

From: [Randolph, Boyd](#)

To: [Martha Mullins](#)

Cc: [Butcher, Steve](#) ; [Scholl, Greg](#)

Sent: Friday, August 11, 2006 8:00 AM

Subject: RE: Location of T9 file

Martha,

I'll make the necessary change in plans as to where the Master Title IX File will be stored. It will be kept in the Principal's Office.

The original plan that was submitted would have specified the Principal's Office rather than with the school's Title IX coordinator, if that requirement was known. It seemed as if there was a choice at the school level as to where it would be kept.

All should be correct now.

Boyd L. Randolph, Principal  
Southwestern High School  
Pulaski County Schools

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From: Martha Mullins [mailto:martha.mullins@insightbb.com]

Sent: Thursday, August 10, 2006 4:59 PM

To: Randolph, Boyd

Subject: Location of T9 file

Received your letter with the information still needed for your permanent Title IX file at the KHSAA office. A change needs to be made in where the school's file is kept. It is required to be kept in the principal's office. Please reply with a notice that this change has been made so that it may be placed in Southwestern's file at the

KHSAA office.  
Thank you.  
Martha Mullins  
KHSAA Title IX Auditor

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No virus found in this incoming message.  
Checked by AVG Free Edition.  
Version: 7.1.405 / Virus Database: 268.10.8/415 - Release Date: 8/9/2006



# Southwestern High School

1765 WTLO Road  
Somerset, Kentucky 42503-4729

Ph (606) 678-9000  
Fax (606) 678-9277

**Arthur Crawford**  
Assistant Principal

**Boyd L. Randolph**  
Principal

**Mark A. Wilson**  
Assistant Principal

8/02/06

Martha Mullins  
KHSAA Title IX Auditor

Regarding the items (numbers 3 and 4 from your 6/22/06 letter to SWHS):

Item #3- the ratio of male sport coaches to male athletes was 1 coach per 8.13 athletes for the 2005-06 school year.

- the ratio of female sport coaches to female athletes was 1 coach per 5.6 athletes for the 2005-06 school year.

Item #4-The Title IX Master File is/will be located with the school Title IX Coordinator (currently Mr. Greg Scholl, AD), stored in his office. We are presently finalizing an in-house audit to determine the extent of assistance needed from Ms. Fay Isaacs to update this file.

A copy of the applicable school SBDM policies and Pulaski County Board of Education policies will be included within this Master file, as well as the appropriate locations as part of school and district policy. The outlined format (table of contents) will be revised to reflect this addition.

I sincerely appreciate your assistance and patience in these matters. Please contact me if further clarification or correction is needed on these, or any other matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Boyd L. Randolph".

BL Randolph-Principal  
Southwestern High School

Cc:

Greg Scholl-Southwestern High School Title IX Coordinator  
Steve Butcher-Pulaski County Schools Title IX Coordinator  
Larry G. Bryson-Pulaski County Schools Attorney

ACCREDITED BY SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS

Louie Childers  
Guidance

Karen Cook  
Guidance

Orval Jones  
Guidance



## High School Athletic Association Kentucky

2280 Executive Drive • Lexington, KY 40505 www.khsaa.org • (859)299-5472 (859)293-5999 (fax)

TO: Mr. Boyd Randolph, Principal  
Southwestern High School

FROM: Martha Mullins  
KHSAA Title IX Auditor

DATE: June 22, 2006

SUBJECT: Material Submitted May 11, 2006  
Title IX Re-visit Audit

A handwritten signature in cursive script that reads "Martha Mullins".

I have reviewed the material submitted and evaluated it in terms of what was requested. Feel free to contact me if you need assistance in responding.

1. Analysis of Expenditures for Equipment, over the past four school years (2002-2003, 2003-2004, 2004-2005, 2005-2006)

Although only the past two years were examined and submitted, the explanation and submission will suffice regarding concerns relating to basketball and baseball/softball expenditures. Overall expenditures reported for 2005-2006 were \$530 per female athlete and \$625 per male athlete. A differential of \$100 has been the standard benchmark in the past as a general guideline for auditing purposes. However, caution should be taken not to rely solely on this measurement for compliance regarding this benchmark/standard. The overriding consideration should be the quality of the equipment and supplies provided athletes.

2. 2006-2007 Prime-Time Dates for Girls' Basketball

There appears, at present, to be two prime date HOME games confirmed on the KHSAA web site out of the five total home dates listed in the report. Currently, that represents the required minimum annual standard of 40%. However, as you know, 40% of your final total of home games for girl's basketball in 2006-07 must be on prime dates as the necessary compliance standard.

### 3. Coach/Athlete Ratio

The analysis was not attached to the 2005-2006 April 15th Annual Report as requested, nor included in the May 11, 2006, re-visit audit response. Please forward that information to the KHSAA office by **August 1, 2006**.

### 4. Permanent Title IX File

**By August 1, 2006** forward the remaining information requested in the re-visit audit report (i.e., **where** your school's Master File is located, and **where** any copies that have been distributed are located.)

Regarding the Table of Contents that you submitted, there was no mention of policies that have been developed for the athletics program, nor of the Title IX compliance manuals or handbooks used for assessment. Those should be added.

### 5. Program Polices

All seemed to be in order and equitable in concept.

### 6. Copying Assistance, KHSAA Master File

A Title IX Master File for Southwestern High School is at the KHSAA and contains the items listed below. Estimated cost for a total duplication of the KHSAA Master file is approximately \$50 for the written material, and \$5 each for the two audio tapes.

A. The original 1999-2000 Title IX self-evaluation document and correspondence related to its submission.

B. The Title IX Final Audit Report from the original on-site visit on November 8, 1999, and the material subsequently submitted by the school as a result of that audit

C. Southwestern High School's annual April 15th Title IX self audit reports for 2000-2001, 2001-2002, 2002-2003, 2003-2004, 2004-2005, 2005-2006 and related correspondence.

D. Miscellaneous correspondence.

E. Two audio tapes, one entitled "Pulaski Co. H.S. Title IX Meeting, Nov. 8, 1999"; and one unmarked tape, perhaps a continuation of the first tape.

Should you wish copying assistance, please contact Fay Isaacs ([FIsaacs@khsaa.org](mailto:FIsaacs@khsaa.org) or 859-299-5472) at the KHSAA.

Thank you for your current efforts to supply us with the requested items. Should you have any questions, please feel free to get in touch with me or the KHSAA Office.

cc. Brigid DeVries, Commissioner  
Larry Boucher, Asst. Commissioner  
Fay Isaacs, Assistant to Mr. Boucher



# Southwestern High School

1765 WTLO Road  
Somerset, Kentucky 42503-4729

Ph (606) 678-9000  
Fax (606) 678-9277

**Arthur Crawford**  
Assistant Principal

**Boyd L. Randolph**  
Principal

**Mark A. Wilson**  
Assistant Principal

May 11, 2006

Commissioner Brigid L. DeVries  
KHSAA  
2280 Executive Drive  
Lexington, KY 40505

This report is to address findings of the KHSAA Title IX Re-Visit Final Audit Report, KHSAA Form T-76. This contains Southwestern High School's response to the recommended actions (page 6) of this report and the deficiencies indicated on the Title IX Components Checklist (page 3).

The prepared documentation is ordered in such a manner that we hope you'll find expedient in your review of the audit findings in our response to the recommendations. It includes a number of documents including proposed SBDM policies, schedules, and records.

On page 6 your office has indicated a willingness to share existing Title IX master file records. If possible we would like to know the extent of the existing file so we can make a determination as to the feasibility of having your office make copies of this for us.

Thank you,

A handwritten signature in cursive script that reads "Boyd L. Randolph".

Boyd L. Randolph, Principal

ACCREDITED BY SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS

Louie Childers  
Guidance

Karen Cook  
Guidance

Orval Jones  
Guidance

## Appendices Index

### Appendix A

- Copies of 3 policies related to the recommendations regarding:
  - \*uniform replacement
  - \*awards and recognitions
  - \*and travel and per diem allowances for both male and female sports

### Appendix B

- A documented weight room usage schedule for male and female athletes

### Appendix C

- Copies of mutually signed agreements between Southwestern High School and various Booster Clubs which include the school's responsibility to oversee expenditures.

### Appendix D

- To address the deficiency indicated on the Title IX components check list regarding equipment and supplies, you will also find T-35 forms outlining the budgeted and actual expenditures for the various boys and girls programs for 2004-2005, and 2005-2006.

### Appendix E

- Regarding the deficiency indicated on the scheduling of games and practice time, please find a listing of the 2006-2007 schedule for girl's basketball games which meet the prime time date criterion.

### Appendix F

- Regarding the deficiency indicated in the category support services, a file system has been organized so that future reports and audits may be more effectively reviewed.



## **KHSAA Title IX Re-Visit Final Audit Recommendations:**

### **Appendix A**

#### **Policies Related to the Recommendations Regarding:**

- **Uniform Replacements**
- **Banners, Awards and Recognitions**
- **Travel and Per Diem Allowances for Male and Female Sports**

## SWHS SBDM Bylaw/Policy Proposals

- 15.8 Southwestern High School Athletic Department will make the purchase of all athletic uniforms on a rotating basis. All athletic uniforms are purchased using either district funds or activity funds. The purchase rotation will be in such a manner as to maintain compliance with district/state/federal equity and/or Title IX requirements. A copy of this policy will be provided to all head coaches and will be placed in Southwestern High School's Master Title IX file.
- 15.9 Southwestern High School will recognize, by the use of banners, all athletes who post an individual region, sectional, or state record; or teams that achieve a district, regional, sectional, or state championship, or state runner-up status. All teams shall have a post-season recognition ceremony; Southwestern High School shall provide the same per student athlete funding for all teams at Southwestern High School for recognition ceremonies and post-season trophies. A copy of this policy shall be provided to all Southwestern Head Coaches and a copy placed in Southwestern High School's Master Title IX file.
- 15.10 The Southwestern High School Athletic Department will adhere to the Pulaski County School Board's requirements regarding the scheduling of and reservation of buses and/or other district transportation resources for "away athletic contests". All Southwestern sports teams shall travel to "away" games by the use of school buses. Any athletic team is required to leave Southwestern following the end of the school day to travel to an athletic event; Southwestern shall provide \$7.00 per student athlete for meals per event. A copy of this policy shall be provided to all Southwestern Head Coaches and a copy placed in Southwestern High School's Master Title IX file.

**KHSAA Title IX Re-Visit Final Audit Recommendations:**

**Appendix B**

**Southwestern High School  
Weight Room Schedule for Male and Female Athletes**

**SOUTHWESTERN HIGH SCHOOL**  
Athletic Complex Weight Room Schedule

<b>BOYS &amp; GIRLS BASKETBALL</b> Share weight room equally during season		Boys---M & F- 3:30-5:00pm; Sat - 11:00am-12:00pm Girls---TU & TH - 3:30-5:00pm; Sat - 8:00-9:00am
Wednesday	3:30 – 5:00pm Open Gym	
<b>GIRLS VOLLEYBALL</b>		
Mondays & Thursdays	6:30 – 7:30pm	
<b>BASEBALL &amp; SOFTBALL</b>		
Monday thru Friday	Boys---M & F – 3:30-5:00pm Girls---TU & TH – 3:30-5:00pm	
<b>FOOTBALL</b>		
Monday – Wednesday, Friday	During Season---5:30-7:00pm Summer---4:00-6:00pm	
<b>CHEERLEADERS – Choice of days w/Girls Basketball times also</b>		
Gym time thru December Saturdays & Snow Days	7:00am to 8:00am	
GIRLS SOCCER – TU & TH – 3:30–4:30pm BOYS SOCCER – M & W – 3:30-4:30pm		
<b>BASKETBALL PRACTICE—GYM</b> Snow Days or out of school days		
GIRLS BASKETBALL	9:00 – 11:30am	
BOYS BASKETBALL	12:00 – 2:00pm	
Times could change at various times. Check with A. D. before scheduling. In-Season teams take precedence.		

\*Posted in all team locker rooms including weight room at all times.

**KHSAA Title IX Re-Visit Final Audit Recommendations:**

**Appendix C**

**Booster Club Agreements**

## BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board" and an entity know as Southwestern Football Boosters (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 Southwestern 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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 Southwestern 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 Southwestern 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 Southwestern 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 Southwestern High School or the Superintendent of the Pulaski 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, 2005 (for the 2005-06 school year), designate a representative for purposes of communicating with and providing true and accurate information to the Board and Southwestern High School.
4. Upon request of the principal or athletic director of Southwestern High School, or upon request of the Superintendent of the Pulaski 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 Southwestern High School, or upon the request of the Superintendent of the Pulaski County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. This includes submitting an annual financial report to the principal by July 15 for the year ended June 30 reporting receipts from admissions, fundraisers, dues, concession sales, and other categories; expenditures by payee; and beginning and ending balances.

(Continued on page 2)

6. On or before September 9, 2005 (for the 2005-06 school year), the Booster Club shall advise the principal and athletic director of Southwestern 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 day's notice of the intended activity.

GIFTS

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

8. 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 Southwestern Football 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 Southwestern High School And to the Superintendent of the Pulaski County Public Schools any violation or breach of this agreement.

Federal EIN # 61-1266041  
\*If no EIN Number is provided  
all Booster Club activities must  
be handled by a school activity  
account.

Southwestern Football  
(Name of Booster Club)

BY: [Signature]  
TITLE: President

STATE OF KENTUCKY  
COUNTY OF PULASKI

Subscribed and sworn to before me on this the 10 day of May, 2006 by

[Signature]

[Signature]  
NOTARY PUBLIC

My Commission Expires May 3, 2008.  
My commission expires: \_\_\_\_\_

## BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board" and an entity know as SWHS Tennis Boosters (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 Southwestern 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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 Southwestern 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 Southwestern 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 Southwestern 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 Southwestern High School or the Superintendent of the Pulaski 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, 2005 (for the 2005-06 school year), designate a representative for purposes of communicating with and providing true and accurate information to the Board and Southwestern High School.
4. Upon request of the principal or athletic director of Southwestern High School, or upon request of the Superintendent of the Pulaski 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 Southwestern High School, or upon the request of the Superintendent of the Pulaski County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. This includes submitting an annual financial report to the principal by July 15 for the year ended June 30 reporting receipts from admissions, fundraisers, dues, concession sales, and other categories; expenditures by payee; and beginning and ending balances.

(Continued on page 2)



6. On or before September 9, 2005 (for the 2005-06 school year), the Booster Club shall advise the principal and athletic director of Southwestern 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 15 day's notice of the intended activity.

GIFTS

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

8. 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 SWHS Tennis 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 Southwestern High School And to the Superintendent of the Pulaski County Public Schools any violation or breach of this agreement.

Federal EIN # \_\_\_\_\_  
\*If no EIN Number is provided all Booster Club activities must be handled by a school activity account.

Southwestern Tennis Booster Club  
(Name of Booster Club)

BY: Richard B. Legler  
TITLE: Booster Club President

STATE OF KENTUCKY  
COUNTY OF PULASKI

Subscribed and sworn to before me on this the 2nd day of May, 2006 by

Shawn J. Curtis

Shawn J. Curtis  
NOTARY PUBLIC

My Commission Expires May 3, 2008.  
My commission expires: \_\_\_\_\_

## BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board" and an entity know as Southwestern High School Boys (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 Southwestern High School, Incorporated

### 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public education (KRS 160.290).
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3. The Booster Club shall, on or before August 15, 2005 (for the 2005-06 school year), designate a representative for purposes of communicating with and providing true and accurate information to the Board and Southwestern High School.
4. Upon request of the principal or athletic director of Southwestern High School, or upon request of the Superintendent of the Pulaski 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 Southwestern High School, or upon the request of the Superintendent of the Pulaski County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. This includes submitting an annual financial report to the principal by July 15 for the year ended June 30 reporting receipts from admissions, fundraisers, dues, concession sales, and other categories; expenditures by payee; and beginning and ending balances.

(Continued on page 2)

6. On or before September 9, 2005 (for the 2005-06 school year), the Booster Club shall advise the principal and athletic director of Southwestern 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 \_\_\_\_\_ day's notice of the intended activity.

GIFTS

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

8. 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 Southwestern High School Boys Basketball Booster Club and that I am authorized to act on its behalf. I further agree that this Booster Club ball 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 Southwestern High School And to the Superintendent of the Pulaski County Public Schools any violation or breach of this agreement.

Federal EIN # 20-3420433.  
\*If no EIN Number is provided all Booster Club activities must be handled by a school activity account.

Southwestern High School Boys Basketball  
(Name of Booster Club) Boosters

BY: Charlene Edwards

TITLE: President

STATE OF KENTUCKY  
COUNTY OF PULASKI

Subscribed and sworn to before me on this the 28<sup>th</sup> day of April, 2006 by

Charlene Edwards

Megan Lamm  
NOTARY PUBLIC

My commission expires: 10/13/2009

2006

### BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board" and an entity know as Southwestern High Track (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 Southwestern 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ High School or the Superintendent of the Pulaski 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, 2005 (for the 2005-06 school year), designate a representative for purposes of communicating with and providing true and accurate information to the Board and \_\_\_\_\_ High School.
4. Upon request of the principal or athletic director of \_\_\_\_\_ High School, or upon request of the Superintendent of the Pulaski 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 \_\_\_\_\_ High School, or upon the request of the Superintendent of the Pulaski County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. This includes submitting an annual financial report to the principal by July 15 for the year ended June 30 reporting receipts from admissions, fundraisers, dues, concession sales, and other categories; expenditures by payee; and beginning and ending balances.

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GIFTS

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

8. 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 \_\_\_\_\_ High School And to the Superintendent of the Pulaski County Public Schools any violation or breach of this agreement.

Federal EIN # \_\_\_\_\_  
\*If no EIN Number is provided all Booster Club activities must be handled by a school activity account.

Southwestern Track & Field  
(Name of Booster Club)

BY: [Signature] 4-26-06

TITLE: Vice - Pres.

STATE OF KENTUCKY  
COUNTY OF PULASKI

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_

NOTARY PUBLIC

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

## BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board" and an entity know as Baseball Boosters SWAIS (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 \_\_\_\_\_ 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public education (KRS 160.290).
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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 \_\_\_\_\_ High School, or upon the request of the Superintendent of the Pulaski County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. This includes submitting an annual financial report to the principal by July 15 for the year ended June 30 reporting receipts from admissions, fundraisers, dues, concession sales, and other categories; expenditures by payee; and beginning and ending balances.

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GIFTS

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8. 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 \_\_\_\_\_ High School And to the Superintendent of the Pulaski County Public Schools any violation or breach of this agreement.

Federal EIN # \_\_\_\_\_  
\*If no EIN Number is provided all Booster Club activities must be handled by a school activity account.

Southwestern Baseball Boosters  
(Name of Booster Club)

BY: Raymond D. [Signature]

TITLE: Booster Club President

STATE OF KENTUCKY  
COUNTY OF PULASKI

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_

NOTARY PUBLIC

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

## BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board" and an entity know as Swits Volleyball Boosters (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 Southwestern 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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 Southwestern 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 Swits High School and the Board must verify that the school complies with Title IX (702 KAR 7:065, Section 2 (13)). Accordingly, ~~the~~ <sup>Swits</sup> Booster Club agrees to provide all information requested by Swits 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 Swits High School or the Superintendent of the Pulaski 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, 2005 (for the 2005-06 school year), designate a representative for purposes of communicating with and providing true and accurate information to the Board and Swits High School.
4. Upon request of the principal or athletic director of Swits High School, or upon request of the Superintendent of the Pulaski 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 Swits High School, or upon the request of the Superintendent of the Pulaski County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. This includes submitting an annual financial report to the principal by July 15 for the year ended June 30 reporting receipts from admissions, fundraisers, dues, concession sales, and other categories; expenditures by payee; and beginning and ending balances.

(Continued on page 2)



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

NOTARY PUBLIC

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF PULASKI

Federal EIN # \_\_\_\_\_  
\*If no EIN Number is provided  
all Booster Club activities must  
be handled by a school activity  
account.

TITLE: President  
BY: [Signature]  
(Name of Booster Club) Southwest in Volleyball Boosters

I hereby acknowledge that I am a representative of the SWHS Volleyball Boosters 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 SWHS High School And to the Superintendent of the Pulaski County Public Schools any violation or breach of this agreement.

\*\* \*\* \*\* \*\*

8. 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.

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

GIFTS

6. On or before September 9, 2005 (for the 2005-06 school year), the Booster Club shall advise the principal and athletic director of SWHS 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 \_\_\_\_\_ days notice of the intended activity.

# BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board" and an entity known as Southwestern High School Boosters (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 Southwestern 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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 Southwestern 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 Southwestern 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 Southwestern 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 Southwestern High School or the Superintendent of the Pulaski 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, 2005 (for the 2005-06 school year), designate a representative for purposes of communicating with and providing true and accurate information to the Board and Southwestern High School. Upon request of the principal or athletic director of Southwestern High School, the School, or upon request of the Superintendent of the Pulaski 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 Southwestern High School, or upon the request of the Superintendent of the Pulaski County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. This includes submitting an annual financial report to the principal by July 15 for the year ended June 30 reporting receipts from admissions, fundraisers, dues, concession sales, and other categories; expenditures by payee; and beginning and ending balances.

6. On or before September 9, 2005 (for the 2005-06 school year), the Booster Club shall advise the principal and athletic director of Southwestern 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 \_\_\_\_\_ days notice of the intended activity.

GIFTS

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

8. 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 Southwestern HS Girls Basketball 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 Southwestern High School And to the Superintendent of the Pulaski County Public Schools any violation or breach of this agreement.

Federal EIN # \_\_\_\_\_  
 \*If no EIN Number is provided  
 all Booster Club activities must  
 be handled by a school activity  
 account.

\_\_\_\_\_  
 Souths Girls Basketball  
 (Name of Booster Club)  
 BY: TERRY ZIMMERMAN  
 TITLE: President

STATE OF KENTUCKY  
 COUNTY OF PULASKI

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_

NOTARY PUBLIC

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

**BOOSTER CLUB AGREEMENT**

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board" and an entity know as SOUTH WESTERN BOOSTER CLUB (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 SOUTH WESTERN 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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 SOUTH WESTERN 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 SOUTH WESTERN 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 SOUTH WESTERN 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 SOUTH WESTERN High School or the Superintendent of the Pulaski 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, 2005 (for the 2005-06 school year), designate a representative for purposes of communicating with and providing true and accurate information to the Board and SOUTH WESTERN High School. Upon request of the principal or athletic director of SOUTH WESTERN High School, or upon request of the Superintendent of the Pulaski County Public Schools, the Booster Club shall make available a full and complete list of its members.

4. 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 SOUTH WESTERN High School, or upon the request of the Superintendent of the Pulaski County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. This includes submitting an annual financial report to the principal by July 15 for the year ended June 30 reporting receipts from admissions, fundraisers, dues, concession sales, and other categories; expenditures by payee; and beginning and ending balances.

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

NOTARY PUBLIC

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF PULASKI

Federal EIN # \_\_\_\_\_  
\*If no EIN Number is provided  
all Booster Club activities must  
be handled by a school activity  
account.

TITLE: Madison

BY: John B. Jackson

(Name of Booster Club)  
SOUTHWESTERN H.S. CROSS COUNTRY

I hereby acknowledge that I am a representative of the SOUTHWESTERN H.S. CROSS COUNTRY 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 SOUTHWESTERN High School And to the Superintendent of the Pulaski County Public Schools any violation or breach of this agreement.

\*\* \*\* \*

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.

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

GIFTS

6. On or before September 9, 2005 (for the 2005-06 school year), the Booster Club shall advise the principal and athletic director of SOUTHWESTERN 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 14 days notice of the intended activity.

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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public education (KRS 160.290).
2. The Booster Club shall, on or before October 15, 2001 (for the 2001-02 school year), and August 15, 2002 (for the 2002-03 school year), designate a representative for purposes of communicating with and providing true and accurate information to the Board and Southwestern High School.
3. Upon request of the principal or athletic director of Southwestern High School, or upon request of the Superintendent of the Pulaski County Public Schools, the Booster Club shall make available a full and complete list of its members.
4. In addition to complying with the requirements of Title 702 of the Kentucky Administrative Regulations, Chapter 3:150 (Internal Accounting), and all other relevant statutes and Regulations, the Booster Club shall, upon the request of the Superintendent of the Pulaski County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. In addition, if requested to do so, the Booster Club shall also provide audited financial records concerning its activities.
5. On or before December 15, 2001 (for the 2001-2002 school year), and September 30, 2002 (for the 2002-2003 school year), the Booster Club shall advise the principal and athletic director of Southwestern High School of all fundraising activities planned for the upcoming year. To the extent the Booster Club seeks to engage in additional fundraising activities, it shall give at least 10 days notice of the intended activity.
6. The principal and athletic director of Southwestern High School and the Superintendent of Pulaski County Public Schools expressly reserve the right to reject any fundraising activity for any reason. The Booster Club agrees that it shall not engage in any fund raising activity which has not been approved or which has been rejected by the principal or athletic director of Southwestern High School or the Superintendent of Pulaski County Public Schools.

### TERMS AND CONDITIONS

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board" and an entity know as Southwestern High School (SWS) (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 Southwestern High School.

### BOOSTER CLUB AGREEMENT

My commission expires: 01/08/2008

[Signature]  
Notary Public

Subscribed and sworn to before me on this the 6<sup>th</sup> day of January, 2008, by Donna Tacke

COMMONWEALTH OF KENTUCKY  
PULASKI COUNTY

\*\* \*\* \*

President - Southwestern High School Dance Team  
Title Dance Team Booster Club

By [Signature]

Dance Team Booster Club  
(Name of Booster Club)

I hereby acknowledge that I am a representative of the Southwestern High School Dance Team 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 Southwestern High School and to the Superintendent of the Pulaski County Public Schools any violation or breach of this agreement.

\*\* \*\* \*

- 7. Booster club sub-accounts by activity shall be set up at Southwestern High School into which booster club generated funds shall be deposited. This account is to be controlled by the principal in order to insure compliance with the mandates of Title IX. Further, booster clubs agree not to spend any money or make donations to athletic programs except through this account.
- 8. By executing this document through its designated representative, all members, officers and representative of the Booster Club agree to abide by the terms and conditions which may be required by the Board. The designated representative of the Booster club agrees that he/she will provide of copy of this Agreement to all members of the Booster Club.

*Updated  
03/05/01*

### ATHLETIC BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board") and an entity known as Softball Boosters Club (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 SW 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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. SS 1681-1687, et seq.) It acknowledges that, as a condition of membership in the Kentucky High School Athletic Association, representatives of SW High School and the School Athletic Association 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 SW 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, including, but not limited to, the expenditure of money or payment of expenses, which, in the opinion of the principal or athletic director of SW High School, or the Superintendent of the First County Public Schools, adversely affect the school's or the Board's ability to comply with Title IX. Such activities that might adversely affect the school's and Board's ability to comply with Title IX include, but are not limited to, donations of money, or payment for or donations of materials, supplies, meals, equipment (including uniforms or shoes) or any similar items.
3. The Booster Club shall, on or before February 18, 2001 (for the 2000-01 school year), and August 15, 2001 (for the 2001-02 school year), designate the President of the Booster Club or a parent representative for purposes of communicating with and providing true and accurate information to the Board, the head coach of the sport promoted by the Booster Club and SW High School.
4. The Booster Club shall make available a full and complete list of its officers and their addresses to the Principal and Athletic Director of the SW High School.



Softball Booster Club  
(Name of Booster Club)

I hereby acknowledge that I am a representative of the Softball 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 the SW High School and to the Superintendent of the Pulaski County Public Schools any violation of breach of this agreement.

\*\*\*\*\*

8. 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 in this Agreement, as well as those additional terms and conditions which may be required by the Board or which otherwise exist in Kentucky or Federal Laws or Regulations. 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.

7. Booster club sub-accounts by sport shall be set up at SW High School into which booster club generated funds shall be deposited. This account is to be controlled by the principal in order to insure compliance with the mandates of Title IX. Further, booster clubs agree not to spend any money or make any donations to athletic programs except through this account.

6. The Booster Club agrees that it shall not engage in any fund raising activity involving district school children or to be held on school grounds which has been rejected by the principal or athletic director of SW High School or the Superintendent of the Pulaski County Public Schools.

5. Within fifteen (15) days of the date of this agreement (for the 2000-01 school year) and September 30, 2001 (for the 2001-02 school year), the Booster Club shall advise the principal and athletic director of SW 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 involving district school children or to be held on school grounds, it shall give at least five (5) days notice of the intended activity. The Booster Club shall provide to the Principal and Athletic Director of SW High School a proposed budget for each fiscal school year (July to June 30).

COMMONWEALTH OF KENTUCKY  
COUNTY OF Palmer

Subscribed and sworn to before me on this the 5<sup>th</sup> day of March 2001 by Jamie Hines

[Signature]  
Notary Public

My Commission Expires: 4-24-04

By: Callie Brown  
Title: Girls Softball Booster Club  
President

ATHLETIC BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board") and an entity known as Boys' Soccer Booster Club (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 Southwestern 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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. SS 1681-1687, et seq.) It acknowledges that, as a condition of membership in the Kentucky High School Athletic Association, representatives of Southwestern 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 Southwestern 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, including, but not limited to, the expenditure of money or payment of expenses, which, in the opinion of the principal or athletic director of Southwestern High School, or the Superintendent of Pulaski County Public Schools, adversely affect the school's or the Board's ability to comply with Title IX. Such activities that might adversely affect the school's and Board's ability to comply with Title IX include, but are not limited to, donations of money, or payment for or donations of materials, supplies, meals, equipment (including uniforms or shoes) or any similar items.
3. The Booster Club shall, on or before February 18, 2001 (for the 2000-01 school year), and August 15, 2001 (for the 2001-02 school year), designate the President of the Booster Club or a parent representative for purposes of communicating with and providing true and accurate information to the Board, the head coach of the sport promoted by the Booster Club and Southwestern High School.
4. The Booster Club shall make available a full and complete list of its officers and their addresses to the Principal and Athletic Director of the Southwestern High School.

5. Within fifteen (15) days of the date of this agreement (for the 2000-01 school year), and September 30, 2001 (for the 2001-02 school year), the Booster Club shall advise the principal and athletic director of Southwestern 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 involving district school children or to be held on school grounds, it shall give at least five (5) days notice of the intended activity. The Booster Club shall provide to the Principal and Athletic Director of Southwestern High School a proposed budget for each fiscal school year (July 1 to June 30).

6. The Booster Club agrees that it shall not engage in any fund raising activity involving district school children or to be held on school grounds which has been rejected by the principal or athletic director of Southwestern High School or the Superintendent of the Pulaski County Public Schools.

7. Booster club sub-accounts by sport shall be set up at Southwestern High School into which booster club generated funds shall be deposited. This account is to be controlled by the principal in order to insure compliance with the mandates of Title IX. Further, booster clubs agree not to spend any money or make any donations to athletic programs except through this account.

8. 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 in this Agreement, as well as those additional terms and conditions which may be required by the Board or which otherwise exist in Kentucky or Federal Laws or Regulations. 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 Boys' Soccer 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 the Southwestern High School and to the Superintendent of the Pulaski County Public Schools any violation of breach of this agreement.

Boys' Soccer Booster Club  
(Name of Booster Club)

COMMONWEALTH OF KENTUCKY  
COUNTY OF Pulaski

Subscribed and sworn to before me on this the 21<sup>st</sup> day of February, 2001 by Jamie Friday - Smith

Joggy O'Neal  
Notary Public

My Commission Expires: 4-24-04

Title: President Boys Soccer League

By: Donna Schmitt

ATHLETIC BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board") and an entity known as Girls' Soccer Booster Club (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 ~~Southern~~ 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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. SS 1681-1687, et seq.) It acknowledges that, as a condition of membership in the Kentucky High School Athletic Association, representatives of ~~Southern~~ 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 ~~Southern~~ 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, including, but not limited to, the expenditure of money or payment of expenses, which, in the opinion of the principal or athletic director of ~~Southern~~ High School, or the Superintendent of the Pulaski County Public Schools, adversely affect the school's or the Board's ability to comply with Title IX. Such activities that might adversely affect the school's and Board's ability to comply with Title IX include, but are not limited to, donations of money, or payment for or donations of materials, supplies, meals, equipment (including uniforms or shoes) or any similar items.

3. The Booster Club shall, on or before February 18, 2001 (for the 2000-01 school year), and August 15, 2001 (for the 2001-02 school year), designate the President of the Booster Club or a parent representative for purposes of communicating with and providing true and accurate information to the Board, the head coach of the sport promoted by the Booster Club and ~~Southern~~ High School.

4. The Booster Club shall make available a full and complete list of its officers and their addresses to the Principal and Athletic Director of the ~~Southern~~ High School.

5. Within fifteen (15) days of the date of this agreement (for the 2000-01 school year), and September 30, 2001 (for the 2001-02 school year), the Booster Club shall advise the principal and athletic director of Southwestern 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 involving district school children or to be held on school grounds, it shall give at least five (5) days notice of the intended activity. The Booster Club shall provide to the Principal and Athletic Director of Southwestern High School a proposed budget for each fiscal school year (July 1 to June 30).

6. The Booster Club agrees that it shall not engage in any fund raising activity involving district school children or to be held on school grounds which has been rejected by the principal or athletic director of Southwestern High School or the Superintendent of the Pulaski County Public Schools.

7. Booster club sub-accounts by sport shall be set up at Southwestern High School into which booster club generated funds shall be deposited. This account is to be controlled by the principal in order to insure compliance with the mandates of Title IX. Further, booster clubs agree not to spend any money or make any donations to athletic programs except through this account.

8. 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 in this Agreement, as well as those additional terms and conditions which may be required by the Board or which otherwise exist in Kentucky or Federal Laws or Regulations. 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 Girls' Soccer 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 the Southwestern High School and to the Superintendent of the Pulaski County Public Schools any violation of breach of this agreement.

Girls' Soccer Booster Club  
 (Name of Booster Club)

COMMONWEALTH OF KENTUCKY  
COUNTY OF Pulaski

By: *Andrew J. Flynn*  
Title: *Treasurer*

Subscribed and sworn to before me on this the 15<sup>th</sup> day of May 2001 by \_\_\_\_\_

*Logan Stearns*  
Notary Public

My Commission Expires: 4-24-04



## ATHLETIC BOOSTER CLUB AGREEMENT

This Agreement is entered into by and between the Pulaski County Board of Education (hereafter referred to as "Board") and an entity known as "Grls' Golf Booster Club" (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 Southern 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 Pulaski County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public 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. SS 1681-1687, et seq.) It acknowledges that, as a condition of membership in the Kentucky High School Athletic Association, representatives of Southern 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 Southern 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, including, but not limited to, the expenditure of money or payment of expenses, which, in the opinion of the principal or athletic director of Southern High School, or the Superintendent of the Pulaski County Public Schools, adversely affect the school's or the Board's ability to comply with Title IX. Such activities that might adversely affect the school's and Board's ability to comply with Title IX include, but are not limited to, donations of money, or payment for or donations of materials, supplies, meals, equipment (including uniforms or shoes) or any similar items.
3. The Booster Club shall, on or before February 18, 2001 (for the 2000-01 school year), and August 15, 2001 (for the 2001-02 school year), designate the President of the Booster Club or a parent representative for purposes of communicating with and providing true and accurate information to the Board, the head coach of the sport promoted by the Booster Club and Southern High School.
4. The Booster Club shall make available a full and complete list of its officers and their addresses to the Principal and Athletic Director of the Southern High School.

5. Within fifteen (15) days of the date of this agreement (for the 2000-01 school year), and September 30, 2001 (for the 2001-02 school year), the Booster Club shall advise the principal and athletic director of Southwestern 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 involving district school children or to be held on school grounds, it shall give at least five (5) days notice of the intended activity. The Booster Club shall provide to the Principal and Athletic Director of Southwestern High School a proposed budget for each fiscal school year (July 1 to June 30).

6. The Booster Club agrees that it shall not engage in any fund raising activity involving district school children or to be held on school grounds which has been rejected by the principal or athletic director of Southwestern High School or the Superintendent of the Pulaski County Public Schools.

7. Booster club sub-accounts by sport shall be set up at Southwestern High School into which booster club generated funds shall be deposited. This account is to be controlled by the principal in order to insure compliance with the mandates of Title IX. Further, booster clubs agree not to spend any money or make any donations to athletic programs except through this account.

8. 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 in this Agreement, as well as those additional terms and conditions which may be required by the Board or which otherwise exist in Kentucky or Federal Laws or Regulations. 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 Girls' Golf 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 the Southwestern High School and to the Superintendent of the Pulaski County Public Schools any violation of breach of this agreement.

Girls' Golf Booster Club  
 (Name of Booster Club)

COMMONWEALTH OF KENTUCKY  
COUNTY OF Pulaski

Subscribed and sworn to before me on this the 31<sup>st</sup> day of Jan. 2001 by Janice Friday

Doyle D. Stans  
Notary Public

My Commission Expires: 4-24-01

By: Robin Hargis  
Title: Manager

Appendix D

Equipment and Supplies Expenditure Documentation for Male and Female Sports

2004-2005

**BUDGETED AND ACTUAL EXPENDITURES - PROGRAM COMPARISON CHART  
TO INCLUDE BOOSTER CLUB FUNDING**

KHSAA  
Form 135  
REV. 10/04

	equipment and supplies	travel	awards	coaches' salaries (to include supplemental and extended employment)	facilities improvements	publications (if sport-specific)
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
G basketball	* \$9,919.34	\$1,235.37	\$280.00	\$7,000.00		
B basketball	* 18,019.30	1,926.94	308.00	7,000.00		
G softball	* 9,331.21	1,938.27	573.12	3,000.00		
B baseball	* 18,023.12	453.23	912.82	3,000.00		
G cross country	1,227.75	481.73	664.28	2,000.00		
B cross country	1,227.75	481.71	664.27	2,000.00		
G golf	900.00	68.26	150.00	1,250.00		
B golf	940.00	129.49	150.00	1,250.00		
G soccer	3,268.49	751.08	999.10	3,000.00		
B soccer	6,770.82	813.22	1,324.67	3,000.00		
G swimming	1,723.94	69.93	153.00	1,250.00		
B swimming	191.55	7.77	17.00	1,250.00		

- \* The same dollar per athlete was allocated for male & female basketball and girls' softball and boys' baseball.
- \* The totals are different because of the fewer number of female athletes.
- 1. Total expenditures on T-35 and T-36 on the 2004-2005 year report due by April 15, 2005, should reflect the total monies spent (rounded off to nearest hundred) for the entire year of 2003-2004 ending June 30, 2004.
- 2. Booster Club Funding/Contributions must be included in the expenditures total.

Principal's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**2004-2005**  
**BUDGETED AND ACTUAL EXPENDITURES - PROGRAM COMPARISON CHART 2**  
**TO INCLUDE BOOSTER CLUB FUNDING**

KHSAA  
 Form T36  
 REV. 10/04

Teams	equipment and supplies	travel	awards	coaches' salaries (to include supplemental and extended employment)	facilities improvements	publications (if sport-specific)
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
G track	\$1,177.02	\$110.07	\$700.00	\$2,250.00		
B track	1,177.03	110.07	700.00	2,250.00		
G tennis	1,626.65			1,250.00		
B tennis	1,626.65			1,250.00		
G volleyball	12,605.58	1,250.63	1,116.70	2,250.00		
B wrestling						
G cheerleading	16,669.98		350.00	2,000.00		
B football	38,835.41	2,164.71	1,351.04	7,000.00		
G dance	3,870.76	72.52	175.91	1,500.00		
B (list sport)						

- Total expenditures on T-35 and T-36 on the 2004-2005 year report due by April 15, 2005, should reflect the total monies spent (rounded off to nearest hundred) for the entire year of 2003-2004 ending June 30, 2004.
- Booster Club Funding/Contributions must be included in the expenditures total.
- Indicate percentage of total expenditures for each gender: Total Expenditures \$ 201,898.09    % for boys 63    % for girls 37

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**2005-2006  
ACTUAL EXPENDITURES - PROGRAM COMPARISON CHART 1  
TO INCLUDE BOOSTER CLUB FUNDING**

	equipment and supplies		travel		awards		coaches' salaries (to include supplemental and extended employment; dollar amount needed)		facilities improvements		publications (if sport-specific)	
	Expenditures		Expenditures		Expenditures		Expenditures		Expenditures		Expenditures	
	School	Booster	School	Booster	School	Booster	School	Booster	School	Booster	School	Booster
G basketball	* \$14,358.49		\$5,065.98		\$219.84		\$17,000.00				\$359.80	
B basketball	* \$19,143.87		\$5,602.37		\$355.01		\$17,000.00				\$359.80	
G softball	* \$4,389.34		\$918.00		\$457.00		\$7,000.00					
B baseball	* \$4,761.09		\$927.25		\$483.75		\$7,000.00					
G cross country	\$2,642.17		\$635.84		\$1,512.19		\$4,000.00					
B cross country	\$2,702.17		\$635.82		\$1,512.18		\$4,000.00					
G golf	\$1,605.47				\$172.00		\$1,750.00					
B golf	\$1,352.48		\$283.14				\$1,750.00					
G soccer	\$7,475.17		\$1,028.66		\$1,621.88		\$7,000.00					
B soccer	\$5,705.31		\$712.22		\$482.50		\$7,000.00					
G swimming	\$616.20		\$87.00		\$33.60		\$2,750.00					
B swimming	\$264.03		\$37.32		\$14.40		\$2,750.00					

\* The same dollar per athlete was allocated for male & female basketball and girls' softball and boys' baseball.

\* The totals are different because of the fewer number of female athletes.

1. Total expenditures on T-35 and T-36 on the 2005-2006 year report due by April 15, 2006, should reflect the total monies spent (rounded off to nearest hundred) for the entire school year of 2004-2005 ending June 30, 2005.

2. Booster Club Funding/Contributions must be included in the expenditures total. All expenditures are approved and paid thru school accounts.

Principal's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2005-2006

**ACTUAL EXPENDITURES - PROGRAM COMPARISON CHART 2  
TO INCLUDE BOOSTER CLUB FUNDING**

KHSAA  
Form T36  
REV. 9/05

	equipment and supplies		travel		awards		coaches' salaries (to include supplemental and extended employment; dollar amount needed)		facilities improvements		publications (if sport-specific)	
	Expenditures		Expenditures		Expenditures		Expenditures		Expenditures		Expenditures	
	School	Booster	School	Booster	School	Booster	School	Booster	School	Booster	School	Booster
G track	\$2,503.38		\$199.31		\$500.00		\$4,250.00					
B track	\$2,464.88		\$199.31		\$500.00		\$4,250.00					
G tennis	\$423.43		\$252.00		\$280.00		\$1,750.00					
B tennis	\$423.43		\$252.00		\$280.00		\$1,750.00					
G volleyball	\$15,041.83		\$5,263.08		\$349.77		\$4,250.00					
B wrestling	NA		NA		NA		NA					
G (list sport)												
B football	\$27,744.01		\$6,592.75		\$1,739.41		\$23,000.00					
G (list sport)												
B (list sport)												

1. Total expenditures on T-35 and T-36 on the 2005-2006 year report due by April 15, 2006, should reflect the total monies spent (rounded off to nearest hundred) for the entire school year of 2004-2005 ending June 30, 2005.

2. Booster Club Funding/Contributions must be included in the expenditures total. (All expenditures are approved and paid thru school accounts.)

Indicate percentage of total expenditures for each gender:

Gender	Expenditures	Percentage
Boys	\$154,030.50	56.7%
Girls	\$117,761.43	43.3%
<b>Total:</b>	<b>\$271,791.93</b>	<b>100%</b>

Principal's Signature:

*[Handwritten Signature]*

Date:

*4/13/2005*



2006-2007 Girls Basketball Prime Time Date Game Schedule

Appendix E

KHSAA Title IX Re-Visit Final Audit Recommendations:

# Southwestern High School



**Arthur Crawford**  
 Assistant Principal  
 1765 WTLO Road  
 Somerset, Kentucky 42503-4729

**Boyd L. Randolph**  
 Principal

**Mark A. Wilson**  
 Assistant Principal  
 Ph (606) 678-9000  
 Fax (606) 678-9277

## SWHS GIRLS BASKETBALL PRIME TIME DATES

2006-2007			
Fri	Dec. 1	Knox Central	Away
Sat	Dec. 9	Somerset	Home
Fri	Dec. 15	Wayne Co. <i>OK</i>	Home
Sat	Jan. 6	MLK Classic	Away
Fri	Jan. 12	McCreary Central	Home
Fri	Jan. 19	Pulaski Co.	Away
Sat	Jan. 27	Barren Co.	Away
Fri	Feb. 2	Whitley Co.	Away
Fri	Feb. 16	Rockcastle Co.	Home
Fri	Feb. 23	Mercer Co. <i>OK</i>	Home
5 Home & 5 Away			

*2 = not listed  
 on KHS AA  
 with 28  
 on of 4/1/06*

2007-2008			
Fri	Knox Central	*	Home
Sat	Somerset	*	Away
Fri	Wayne Co.	*	Away
Fri	McCreary Central	*	Away
Fri	Pulaski Co.	*	Home
Sat	Barren Co.	*	Home
Fri	Whitley Co.	*	Home
Fri	Rockcastle Co.	*	Away
Fri	Mercer Co.	*	Away
4 Home & 5 Away			

\* Reciprocating dates are to be announced.

KHSAA Title IX Re-Visit Final Audit Recommendations:

Appendix F

KHSAA Title IX Filing System

Title IX Master File System Proposal

The following system will be used at Southwestern High School to maintain an organized and coherent Master Title IX file.

- To be maintained in either a portfolio storage system or binder (at the discretion of the school's Title IX Coordinator).

- The following records will be maintained.

\* All incoming correspondence

\* All outgoing correspondence

\* A record of all Gender Equity Review Committee Meeting Minutes, Agendas, and documents associated with these meetings.

\* Monthly Expenditure Reports

\* Monthly Travel Reports

\* Action Plans

\* Annual Reports

\* Miscellaneous documents and reports deemed appropriate by the Principal or school Title IX Coordinator.

## Suggestions

- School officials should develop an equitable usage schedule for both the weight training room and the indoor hitting facility used by baseball and softball. This schedule should be posted at the facilities and be a part of the school's Title IX file.
- School officials should assign dressing room facilities for both the boys and girls tennis teams.
- The school's next facilities project should include the provision of office space for a girls team—preferably softball.
- School officials should evaluate the turf currently found on the soccer field in relation to provision of safety from injuries for student athletes.

To: Darren Bilberry  
From: Gary W. Lawson  
Re: Southwestern High School—Facilities Review Summary  
Date: November 23, 2010

## Background

Southwestern High School in Pulaski County requested a review of their locker rooms, practice, and competitive facilities in relation to Title IX compliance. Mr. Bilberry and Mr. Lawson visited the school on November 22, 2010. The following is a summary of findings and a listing of suggestions resulting from the on-site review.

## Findings

- The competitive and practice facilities as well as the locker room were, in totality, rated very good to excellent. The most recent Title IX audit report (February 22, 2006) stated that the boys basketball dressing room was larger than the girls. The visit this week showed that the gymnasium locker rooms are in the final stages of renovation. The girls basketball dressing room is now approximately the same size as the boys basketball, and the two locker rooms offer identical amenities. The girls dressing area now contains a *media room* which may give them a slight advantage. An exclusive dressing room for the girls volleyball has also been added since the re-visit in 2006.
- The recent visit showed that, although the school has a very well appointed softball field, the baseball complex is definitely the most outstanding of the outdoor facilities.
- The dressing area assigned to baseball is superior to that provided for softball. The baseball coach has a well equipped office while the softball coach currently has no office space.
- All other dressing areas appear to show parity and be assigned equitably.
- All teams seem to be provided with adequate equipment storage space.
- While not an equity issue at this time, it appears that the turf on the soccer field may pose safety issues for student athletes.