

Athletic Booster Club Agreement

This Agreement is entered into by and between the Mercer County Board of Education (hereafter referred to as “Board”) and an entity known as _____ (hereafter referred to as the “Booster Club”). Through this Agreement, the parties intend to set forth the Terms and Conditions under which the Booster Club may operate and associate with students, teachers, coaches and school administrators at _____ 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 Mercer 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](#)). The Board and Booster Club acknowledge that the purpose of Booster Clubs is to assist and support but not to direct, interfere with, nor supplant the staff, existing activities, or athletic programs.
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 _____ school and the Board. Likewise, the Booster Club acknowledges that, as a condition of membership in the Kentucky High School Athletic Association, representatives of _____ school and the Board must verify that the school complies with Title IX ([702 KAR 007:065](#), Section 2[13]). Accordingly, the Booster Club agrees to provide all information requested by _____ 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 and Athletic Director of _____ school or the Superintendent of the Mercer County Public Schools, adversely affect the school’s or the Board’s ability to comply with Title IX.
3. On or before July 1 of each school year, the Booster Club shall submit to the Principal a request to be recognized by the Board for the upcoming fiscal year. This request shall include by-laws, list of officers with their phone numbers and addresses, statement of objectives, and designated representatives for purposes of communicating with and providing true and accurate information to the Board and school Principal. If a Booster Club is formed after July 1, the above information will be furnished within thirty (30) days of the first transaction of the group.
4. Upon request of the Principal or Athletic Director of _____ school or upon the request of the Superintendent, 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 provide, upon the request of the Principal or Athletic Director of _____ school or upon the request of the Superintendent/designee, a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended and shall provide an annual report to the Principal no later than July 15 for the fiscal year ended June 30. In addition, if requested to do so, the Booster Club shall also provide audited financial records concerning its activities.
6. Requests for fund-raising activities shall be directed in writing to the school Principal for his/her approval within the first thirty (30) days of school. These requests should be planned and approved by the Booster Club as reflected in the Booster Club minutes submitted with the requests. Additional requests during the year must be submitted to the school Principal for approval a minimum of thirty (30) days prior to the fund-raising activity.

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- 7. No solicitation of funds or requests for donations shall be conducted by a Booster Club without approval of the school Principal. All receipts, and invoices related to approved fund-raising activities must be made available upon request for review by the school Principal and/or Superintendent/designee. A fund-raising report must be made available to the school Principal at the close of each activity.

The Booster Club shall submit an annual proposed schedule of events to the school Principal at the start of each school year. Events that require school personnel for supervision or custodial work are the responsibility of the Booster Club and must be compensated according to school policy.

The Principal and Athletic Director of _____ School and the Superintendent of the Mercer 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 the Superintendent. Participation in Booster Club activities by parents/guardians/relatives of student athletes is not required for participation in Mercer County School Athletics. No special considerations or restrictions can/will be placed on student athletes related to Booster groups. Coaches shall not participate in voting on Booster Club activities.

- 8. A Booster Club organization using external accounts shall not use the state tax exempt or federal identification number of the school or District but shall obtain a state tax exempt or federal identification number specifically and only for the use of the Booster organization.
- 9. The Board of Education does not assume any financial responsibility for a Booster Club.
- 10. By executing this document through its designated representative, all members, officers and representatives of the Booster Club agree to abide by the terms and conditions set forth below as well as those additional terms and conditions that 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 _____ school and to the Superintendent any violation or breach of this agreement. I understand that failure to comply with this agreement can result in the termination of the Board’s approval for sanction of the Booster Club and that it will no longer be able to participate in fund-raising activities or make purchases on behalf of school athletic teams.

_____ BY _____ TITLE _____

Name of Booster Club

STATE OF KENTUCKY, COUNTY OF _____

Subscribed and sworn to before me on this the ____ day of _____, _____, by _____.

NOTARY PUBLIC
My commission expires: _____

Review/Revised: 06/18/2015