

**KENTON COUNTY SCHOOL DISTRICT**  
**Booster/External Support Group Application**

**SCHOOL YEAR:** \_\_\_\_\_ **SCHOOL:** \_\_\_\_\_

**NAME OF BOOSTER/EXTERNAL SUPPORT GROUP:** \_\_\_\_\_

**APPLIED FOR BY:** \_\_\_\_\_

The following documents are required and must be attached prior to the Board reviewing application:

- |  |  |
|--|--|
| _____ Written By-Laws  | _____ Copy of Treasurers Bond (required if annual budget exceeds \$19,999) |
| _____ Annual Budget  | _____ List of Officers   |
| _____ Signed Agreement   | _____ Affidavit signed by all Officers (See Below)                         |
| _____ Proof of Liability Coverage (\$2,000,000 Gen Liability per aggregate, \$1,000,000 Gen Liability per occurrence<br>\$5,000 med expense coverage per person, KCBE as additional insured) |  |

**NAME OF BANK AND ACCOUNT #:** \_\_\_\_\_

**FEDERAL EMPLOYER IDENTIFICATION (FEIN #):** \_\_\_\_\_

**STATES SALES TAX-EXEMPT #:** \_\_\_\_\_ (Must be different for school/district #)

**CHARITABLE GAMING LICENSE: Y/N** \_\_\_\_\_

By signing below, each officer acknowledges that they have read and agree to follow the Booster/External Support Agreement and Accounting Procedures for Kentucky School Activity Funds, “*Redbook*”

President \_\_\_\_\_ Vice-President \_\_\_\_\_

Bookkeeper \_\_\_\_\_ Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_ (KCS D employees ineligible to serve)

Principal \_\_\_\_\_

Superintendent/Designee \_\_\_\_\_

Board Meeting Date \_\_\_\_\_

## **Booster/External Support Group Agreement**

This agreement is entered into by and between the Kenton 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 \_\_\_\_\_.

### **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 Kenton County School District. 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, Athletic Director or the Superintendent/Designee of the Kenton County School District, adversely affect the school's or the Board's ability to comply with Title IX.
3. The Booster Club shall, on or before July 1 submit a request to be recognized by the Board to the school Principal for the upcoming fiscal year. This request shall include By-Laws, list of officers, the Federal Employer Identification Number (FEIN), 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 15 days of the execution of this agreement.
4. Upon request of the Principal or Athletic Director, or upon request of the Superintendent/Designee of the Kenton County School District, the Booster Club shall make available a full and complete list of its members.

## **Booster/External Support Group Agreement**

5. In addition to complying with requirements of Title 702 of the Kentucky Administration Regulations, Chapter 3:130 (internal accounting), and all other relevant statutes and regulations, the Booster Club shall, upon request of the Principal or Athletic Director of \_\_\_\_\_, or upon request of the Superintendent/designee of Kenton County School District, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended and provide an annual financial report to the Principal no later than July 25 for the end of 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 approval with the first 30 days of school. These requests should be planned and approved by Booster Club as reflected in the booster minutes submitted with the requests. Additional requests during the year must be submitted to the school Principal for approval a minimum of 30 days prior to the fund-raising activity. No solicitation of funds or requests for donations shall be conducted by a Booster Club without approval of school Principal. All receipts, and invoices related to the 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.
7. The Principal and Athletic Director of \_\_\_\_\_ and the Superintendent/designee of the Kenton County School District 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, Athletic Director, and Superintendent/designee. Participation in booster activities by parents/guardians/relatives of student/athletes is not required for participation in Kenton County School District activities. No special considerations or restrictions can/will be placed on student/athletes related to booster groups.
8. A Booster Club organization using external accounts shall not use the state 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 use of the booster organization.
9. The Kenton County Board of Education does not assume any financial responsibility for a Booster Club.
10. By executing the 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 h/she will provide a copy of this agreement to all members of the Booster Club.

## **Booster/External Support Club Agreement**

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 \_\_\_\_\_ 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 permitted to participate in fund-raising activities or purchases.

\_\_\_\_\_ BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

(Name of Booster Club)

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STATE OF KENTUCKY COUNTY OF \_\_\_\_\_.

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_.

(Notary Public)

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