

Booster Club Agreement

This Agreement is entered into by and between the Fayette 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 Fayette 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](#)). All such fees charged to students and/or parents related to students must have prior approval by the Board.
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, any athletic 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, any 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. All Booster Clubs further agree to refrain from engaging in any activity which, in the opinion of the Principal or athletic director of _____ School, District Athletic Director or the Superintendent of the Fayette 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 September 15 of each year, designate a representative for purposes of communicating with and providing true and accurate information to the Board and _____ School.
4. Upon request of the Principal or athletic director of _____ School, District Athletic Director or upon request of the Superintendent of the Fayette 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 _____ School, or upon the request of the Superintendent or Board of the Fayette 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 financial records, certified by the Booster Club president as true and accurate, concerning its activities.

Booster Club Agreement

6. On or before September 15 of each year, the Booster Club shall advise the Principal and athletic director (if applicable) of _____ 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.

7. The Principal and athletic director of _____ School and the District Athletic Director and Superintendent and Board of the Fayette County Public Schools expressly reserve the right to reject any fund raising activity for athletic Booster Clubs for any reason. The Principal of _____ School and the Superintendent, or Superintendent designee, and Board of the Fayette County Public Schools expressly reserve the right to reject any fund raising activity for any other Booster Clubs 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 _____ School or the Superintendent or Superintendent designee or Board of the Fayette 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 (if applicable) of _____ School and to the Superintendent of the Fayette County Public Schools any violation or breach of this agreement.

(Name of Booster Club)

BY: _____

TITLE: _____

STATE OF KENTUCKY
COUNTY OF FAYETTE

Subscribed and sworn to before me on this the ____ day of _____, 20____, by
_____.

NOTARY PUBLIC

My commission expires: _____

Review/Revised:7/24/2017