

Booster Club Agreement

This Agreement is entered into by and between the Ohio County Board of Education (hereafter referred to as "Board") and an entity known as Ohio County Eagles Booster, Inc. (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 Ohio County 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 Ohio 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. For Athletic Booster Clubs Only: 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 Ohio County 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 Ohio County High School and the Board must verify that the school complies with Title IX (702 KAR 7:065, Section 2[13]). Accordingly, the Booster/Support Club agrees to provide all information requested by Ohio County 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 and Athletic Director of Ohio County High School or the Superintendent of the 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 of each year, designate a representative for purposes of communicating with and providing true and accurate information to the Board of Education and Ohio County High School.
4. Upon request of the Principal/designee of Ohio County High School, or upon request of the Superintendent, the Booster Club shall make available a full and complete list of its members. The names of all club officers shall be submitted to the Principal and Superintendent at the beginning of each school year.
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 complete an annual financial report in a manner consistent with Kentucky Department of Education guidelines, which shall include a complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended.
6. When requested by the Superintendent/Principal, the Booster Club shall provide audited financial records concerning its activities. The Booster Club shall pay for the audit.
7. On or before the 20th of October, January, April and July the Booster Club shall provide the Principal/designee with the appropriate monthly financial statement/bank statement for each month of that particular quarter.

Booster/ Club Agreement

TERMS AND CONDITIONS (CONTINUED)

8. On or before July 1 of each year the Booster Club shall advise the Principal/designee of **Ohio County 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 fourteen (14) days notice of the intended activity. Nothing herein shall change deadline dates for fundraising activities as stated in 09.33 AP.1

The Principal/designee of **Ohio County High School** and the Superintendent expressly reserve the right to disapprove any fund-raising activity. The Booster Club agrees that it shall not engage in any fund-raising activity that has not been approved.

9. Each year, no later than April 15, the Booster Club shall prepare a budget.

10. Booster Clubs that conduct gaming activities must keep a valid charitable gaming license said license shall be prominently displayed at all gaming activities.

11. 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 herein 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.

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*I hereby acknowledge that I am a representative of the **Ohio County Eagles Booster, Inc.** 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/designee of **Ohio County High School** and to the Superintendent any violation or breach of this Agreement. This agreement shall remain in force until rescinded in writing.*

(NAME OF BOOSTER CLUB)

BY: Mike Thomas

TITLE: President

Review/Revised:5/19/11