

## BOOSTER GROUP OFFICER INFORMATION

Year: <u>2019</u>	FEIN# <u>26--3906908</u>
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Please fill in the name, address and phone number of all newly elected or returning officers of your booster group. Please send this information as soon as your officers have been elected, deadline for having this information to the school principal is September 1st or within the first thirty days of the first transaction of the organization. You should keep a copy for the Booster Group records as well.

Name of Group KMS Boys BasketballName of School and Principal KMS Terry GordonSchool Address Moberly RoadName of Organization KMS Boys Basketball Booster ClubOrganization President Billie J. StephensAddress 548 Bohon RdPhone ( ) 413-5311 E-mail stephens3415@icloud.comName of Vice President Dorothy PhillipsAddress 103 Prosperous WayPhone ( ) 315-5522 E-mail d-phillips82@yahoo.comName of Secretary Alisa DoughtyAddress 421 Agre StPhone ( ) 413-8712 E-mail AGW@gmail.comName of Treasurer Shawna SanfordAddress 1468 Talmage Mayo RoadPhone ( ) 413-3147 E-mail Danville-rsd@morningpointe.com

If your organization President changes any time during the year, please notify the Principal at once.

\*\* Please attach a copy of your External Support Organization's proof of liability insurance coverage. \*\*

**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 KMS Boys Basketball Booster (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 KMS 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 KMS school and the Board. Likewise, the Booster Club acknowledges that, as a condition of membership in the Kentucky High School Athletic Association, representatives of KMS 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 KMS 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 KMS 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 KMS 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 KMS 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.



Athletic Booster Club Agreement

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 KMS 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.

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I hereby acknowledge that I am a representative of the KMS Boys 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 KMS 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.

KMS Boys Basketball BY Billie J. Stephens TITLE President  
Name of Booster Club

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STATE OF KENTUCKY, COUNTY OF MERCER

Subscribed and sworn to before me on this 31<sup>st</sup> day of October, 2019, by Billie J. Stephens.



Kelly Lynn Newsom  
NOTARY PUBLIC

My commission expires: 11/02/2019

Review/Revised: 06/18/2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Whitenack & Souder Insurance, Inc. 204 South Main Street Harrodsburg, KY 40330	<b>CONTACT NAME:</b> Greg Souder	
	<b>PHONE (A/C, No, Ext):</b> 859-734-4358	<b>FAX (A/C, No):</b> 859-734-4350
	<b>E-MAIL ADDRESS:</b> gsouder@whitenacksouder.com	
<b>INSURED</b> King Middle School Boys Basketball 1101 Moberly Road Harrodsburg, KY 40330	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Fireman's Fund Insurance Company	<b>NAIC #</b> 21873
	<b>INSURER B:</b> Nationwide Life Insurance Company	66869
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			XPK80998373 NANPO0045637	11/8/2019	11/8/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<b>DED</b>						\$
	<b>RETENTION \$</b>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Sexual Misconduct Liability			NANPO0045637	11/8/2019	11/8/2020	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio