**
Jackson County Touchdown Club By-Laws
2021-2022
July 1, 2021**

**Name and Organization**

* The name of the organization shall be Jackson County High School Touchdown Club also referred to as JCHS TDC

**Purpose and Powers**

* JCHS TDC is a non-profit organization created exclusively for educational and charitable purposes within the meaning of 501(c) (3) of the Internal Revenue codes of 1986, or the corresponding sections of any future federal tax code.
* JCHS TDC was created to provide financial, moral and civic support with honesty and integrity to the football program.
* Objectives to the TDC are as follows:
	+ Support the Football program and general welfare of the players, managers, and students.
	+ Promote projects to improve facilities and equipment as deemed necessary to provide the best Football program possible.
	+ Foster a closer relationship between the Football program and the Jackson County community.
	+ Support the rules of the GHSA and promote the principles in support of the school and the athletic association.
	+ To promote character, pride, protection and good sportsmanship for our student-athletes participating in the JCHS program as well as parent and community participation.
* The organization shall have the power, directly or indirectly, to do any and all lawful acts which may be necessary for convenient to affect the charitable purpose, for which the corporation is organized and to aid or assist other organizations or persons whose activities further accomplish, foster or attain such purpose.
* At the point that this organization needs to be dissolved any funds left over will be transferred to the Jackson County Athletic Club.

**Membership**

* Parents of football players may be considered an active member of the TDC once they have paid their annual dues deemed for that calendar year.
* Community members may be considered an active member of the TDC once they have paid the annual dues deemed for that calendar year.

**Policies:**

* The JCHS TDC shall be a not-for-profit organization, noncommercial and unbiased.
* Criticism of individual teachers, administrations, players, board members and coaches will not be tolerated in any open meeting.
* JCHS TDC will not seek to direct or control the administrative policies of JCHS or the activities of the football teams as lead by the Head Coach.
* Due to sensitive nature of personal information shared during the Board Meeting members are expected to keep certain information confidential.
* Non-disclosures will be signed by all officers.
* Scholarships- Up to 3 scholarships may be granted per year as deemed necessary by the head coach and executive board.
* Grievance Policy- All grievances related to the TDC shall be submitted in writing to a member of the executive board. If the grievance can’t be resolved informally then a meeting with the party and executive board will be called to resolve.

**Committees:**

* *Concession Committee*- Will be responsible for the entire operation and maintenance of the Football Concession Stand. The menu items, purchasing, set-up, clean up, and securing volunteers. Responsible for the financial accountability of all food and drink purchased used in the concession stand. Responsible for the financial accountability all incomes and expenses for the concession stand to include monies provided to the Treasurer for deposit into the JCHS TDC account.
* *Freshman Parent Liaison*- Questions / ideas are presented to the parent of freshman liaison to make certain communication is handled effectively, and communicate with the board regarding all questions, ideas, concerns.
* *TDC Membership Committee* -Seek new TDC membership from current player parents and from community members.
* *Pregame/ Post Game Meals* – *JV*- schedule pregame and post-game according to our annual schedule.
* *Pregame/ Post Game Meals – Varsity* – schedule pre-game and post-game meals according to our annual schedule.
* *Fundraising* – Help in creating ideas for fundraising events to support the JCHS TDC and setting up volunteers for these events.
* *Sponsorship Committee* – Seeing new sponsorship opportunities and reaching out to community businesses for their support.

**Officers / Board of Directors / Executive Board**

* The officers of the organization shall be as follows:
	+ Chairman – Head Football Coach
	+ President
	+ Vice President
	+ Secretary
	+ Treasurer
* Officers shall be appointed by the Chairman of the booster club after completing an application and submitting it to the board. New Officers shall be appointed by the 1st meeting of the New Year. Applications will be accepted from any person who has volunteered at least 20 hours or promises to volunteer 20 hours.
* All corporate powers shall be exercised by or under the authority of the board and the affairs of the JCHS TDC shall be managed under the direction of the board, except as otherwise provided by law.
* Vacancies in an officer’s position for any reason shall be filed by the sitting board.
* Removal of an officer may be done by a majority vote of the sitting board.

**Duties of the officers:**

* The *President* shall preside at all meetings. The President shall present, if requested, a report of the work and financial status of the organization. The President shall appoint all committees, temporary or permanent and will oversee bookkeeping.
* The *Vice President* shall, in the event of the absence or inability of the president to exercise his office, become acting president of the organization with all the rights, privileges and powers as if he had been the duly appointed president. The Vice President will oversee all fundraising.
* The *Secretary* shall keep the minutes and records of the organization in the appropriate books, file any certificates required by any statue, federal or state, give and serve all notices to the members of the organization.
* The *Treasurer* shall have the care and custody of all monies belonging to the organization and be solely responsible for such monies. Maintain a complete a complete set of books of account in accordance with generally accepted account principles and practices for a period of 5 years. Make disbursements from the team’s funds and general funds and shall pay expenses approved by the Head Football Coach and Executive Board and shall secure all property receipts / vouchers of all transactions. Create an annual budget of items presented by the board and upcoming fundraising events. Have an official signature card on file with the bank utilized to manage the funds of the club and have electronic access to said account.

**Voting:**

* All voting shall be via voice or by show of hands. Voting shall consist of officers only.

**Order of Business**

* Roll Call
* Reading of the minutes of the preceding meeting
* Reports of Committees
* Reports of Officers
* Old and Unfinished Business
* New Business
* Adjournment

**Liability**

* Officers and members of the JCHS TDC will participate at their own risk. The JCHS TDC will not be responsible for injury to persons or damage to personal property.

The Bylaws are submitted for approval on this\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_, 2021

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Chairman \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ President

Rich McWorther Benji Boone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Vice President \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Secretary

Walt Konarski Angie Konarski

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Treasurer

Aimee Souto

**JACKSON COUNTY HIGH SCHOOL TOUCHDOWN CLUB (JCHS TDC) NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (the “Agreement”) is entered into by and between JCHS TDC with its principal offices at 152 Jaxco Junction Hoschton GA 30548, (“Disclosing Party”) and Jackson County Touchdown Club Board, located at 152 Jaxco Junction Hoschton GA 30548 (“Receiving Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

1. Definition of Confidential Information. For Purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which JCHS TDC in engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party request it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain on effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent right.

9. Notice of Immunity.

Officer is provided notice that an individual shall not be held criminally or civilly liable under anu federal or state trade secrete law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting on investigating a suspected violation of law; or is made in a complaint or other document filed lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; (ii) does not disclose the trade secret, expect pursuant to court order.

This Agreement and each party’s obligation shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representatives.

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