

Bylaws of Bear Creek Touchdown Club, Inc.

A Colorado Non-Profit Corporation

ARTICLE I - NAME

The name of the organization shall be Bear Creek Touchdown Club, Inc., hereinafter referred to as the "Touchdown Club."

ARTICLE II - OFFICES

The principal office of the Touchdown Club shall be located at 9800 W. Dartmouth Pl., Lakewood, Colorado.

ARTICLE III - MISSION AND OBJECTIVES

1. The Touchdown Club is organized exclusively for charitable purposes and shall have such powers as are now or as may hereinafter be granted by the General [Not For Profit Corporation Act of State of Colorado.](#)
2. Mission. The mission of the Touchdown Club is to provide a foundation to support all levels of the Bear Creek High School football program.
3. Objectives. The objectives of the Touchdown Club are:
 - 3.1 To provide supplemental financial support for the Bear Creek High School football program. The Touchdown Club's financial resources are obtained through fundraising activities and donations. Each year the Touchdown Club shall determine fundraising activities to be conducted. The Touchdown Club receives no financial support from Bear Creek High School or the Jefferson County School District.
 - 3.2 To assist and support the Football Coaching Staff and School Administration, as may be required. The Touchdown Club shall meet with the coaching staff at least yearly to determine the needs of the Football Program. The Touchdown Club shall make the final determination as to allocation of Touchdown Club funds.
 - 3.3 To promote the importance of studies for the student athlete by sponsoring college/post-secondary education scholarships to one or more graduating senior football players. The recipient(s) are chosen by a Scholarship Committee designated by the Touchdown Club, which establishes criteria and follows a formal process of evaluating each prospective student athlete. Each year prior to the award of the scholarship, the Touchdown Club shall establish a budget for the award(s) and the Scholarship Committee shall determine the number and amounts of the award(s) with the total award(s) being less than or equal to the budgeted amount. The

Scholarships are limited to graduating seniors who were active roster players for at least two seasons of football at Bear Creek High School, including his/her senior season. No parents or relatives of senior students eligible for a scholarship shall sit on the Scholarship Committee. Winners of the scholarship must provide verification of their college/postsecondary education registration prior to issuance of the check. Checks will be issued jointly to the student and institution.

3.4 To promote the development of school spirit for the football teams representing Bear Creek High School. The Touchdown Club may sponsor activities before, during and after the season including, but not limited to: pre-season barbecue; homecoming events; senior night events; and post season banquet for Freshman, Junior Varsity and Varsity teams.

3.5 To provide a forum for the sharing of ideas and experience among its members.

3.6 To effect the foregoing, the Touchdown Club shall:

- 3.6.1 encourage active and organized communication and cooperation among members;
- 3.6.2 foster respectful and ethical conduct.

4. Rules. The following rules shall conclusively bind the Touchdown Club and all persons acting for or on behalf of it:

4.1 With the exception of the annual Scholarship, unless approved by majority vote, no assets or funds of the Touchdown Club shall inure to the benefit of, or be distributable to its directors, officers or other private persons. The Touchdown Club shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions that further the purpose of the Touchdown Club and Bear Creek High School's football teams in a manner consistent with an adopted budget or the expressed wishes of the voting membership.

4.2 Upon the dissolution of the Touchdown Club, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Touchdown Club, dispose of all the assets of the Touchdown Club to Bear Creek High School.

ARTICLE IV - MEMBERS

1. Membership. Membership may be granted to any parent, coach, football alumni who:

1.1. Agrees to support the Touchdown Club's purpose.

1.2. Agrees to abide by these bylaws and such other rules and regulations as the Touchdown Club may adopt.

1.3. Meets the criteria set forth below for each category of membership:

- 1.3.1. Parents. Parents of current football players are automatic members of the Touchdown Club with the exclusion of any person convicted of any felony or misdemeanor involving financial mismanagement, theft or embezzlement of funds from any person, organization or company.

- 1.3.2. Coaches. Current Bear Creek High School football coaches are automatic members of the Touchdown Club.
 - 1.3.3. Football Alumni. Bear Creek football alumni are automatic members of the Touchdown Club.
 - 1.3.4. Special Member. The Board may award special membership to any person, company or organization interested in the Touchdown Club.
2. Voting. All Touchdown club members are voting members and shall be entitled to one vote in deciding all matters presented at the meeting, unless otherwise prohibited in the Bylaws.
3. Termination of Membership. Membership in the Touchdown Club may be terminated for cause. Sufficient cause for such termination of membership shall be violation of the bylaws.
4. All members will be asked on an annual basis to donate to the organization either financially or by volunteering or both.

ARTICLE V - MEETING OF MEMBERS

1. Rules of Order. The rules contained in [Robert's Rules of Order](#) shall govern the Touchdown Club in all applicable situations insofar as they are not inconsistent with these bylaws or any rule or regulation of the Touchdown Club.
2. General Meetings. The time and place of general meetings of the Board and Touchdown Club members before, during, and subsequent to the active football season shall be determined by the Board and notice given to all members. General Touchdown Club meetings shall be held August through November at a predetermined time and location such that all members will have sufficient notice to attend. At a general Touchdown Club meeting any member may place before the Touchdown Club any matter relating to the business, purposes or activities of the Touchdown Club. Meetings may be held either in person or virtually.
3. Annual Meetings. The annual meeting of the members shall be held in May at Bear Creek High School, or at such other time and place designated by the President.
4. Special Meetings. Special meetings of the members may be called by the President or any other elected officer. Members shall have 24 hours notice of the time, place, and objective of the meeting. All members may suggest in writing items to be placed on the agenda for such meetings.
5. Meetings of the Board. Meetings of the Board may be held in order that pre-planning and coordination of the Club activities may be accomplished. The Touchdown Club President shall designate the time and place of Board meetings. The President shall conduct Board meetings and general Touchdown Club meetings.
6. Quorum. Two officers and three active members present at a meeting, who meet the criteria set forth in Article III, shall constitute a quorum.
7. Proxies. At any meeting of the members, a member may vote in person or by proxy. Proxies shall

be written and signed without particular format and filed with the Secretary prior to the meeting.

8. Voting. A majority of the votes entitled to be cast on a matter, at a meeting at which quorum is present, shall be necessary for the adoption thereof unless a greater proportion is required by law or by these by-laws.

ARTICLE VI - BOARD OF DIRECTORS

1. Officers. The Board shall consist of the following elected Officers: President, Vice-President, Secretary, and Treasurer.
2. General Powers. The affairs of Touchdown Club shall be managed by the Board of Directors, which shall have supervision, control and direction of the affairs of Touchdown Club; shall determine that the policies or changes therein are within the limits of these bylaws; and shall actively promote its purposes and have discretion in the disbursement of its funds.
3. Removal from Office. A Board member may be removed from office and a replacement appointed by a majority vote of those members in attendance at a regular monthly meeting whenever, in their judgment, the best interests of the Touchdown Club would be served by such a removal.
4. Resignation from Office. An Officer may resign at any time by giving written notice to the Board President. A special election shall be held within 30 days and a new Board member shall be elected by a majority of the votes received from members entitled to vote.
5. Vacancies. The Board shall consist of those positions that are occupied. If a position is vacant, it shall not be counted for voting purposes
6. Treasury Funds. Each outgoing Board shall make every effort to maintain in the treasury a balance equal to the unpaid bills or obligations for which the Club is then responsible and an additional sum, not less than \$500, to defray initial expenses which may be incurred by the incoming Board.

ARTICLE VII - ELECTIONS

1. Elections. An election shall be held annually in the month of April to elect Officers. All members shall be given notice of the Election and are expected to participate.
2. Presiding Officer. The Election shall be conducted by the President if they are not standing for re-election. If they are standing for re-election, then the next ranking Officer shall preside. If all Officers are standing for re-election, then an active Committee Chairman or the Head Coach will preside.
3. Nominations. Nominations for Officers will be made prior to the Election. Nominations shall be made by any member.
4. Term of Office. Officers shall be elected for a term of two year(s). The Term shall begin in April.
5. Continuation in Office. With approval by a majority of the votes received from members entitled to vote, any Officer may be retained in office.

6. Transition of Administration. There shall be a meeting of the Board immediately following the election. The meeting shall include the outgoing and incoming Officers. Old and new business, operating procedures, and Club files shall be introduced, reviewed, and turned over to the new administration. The past President may be asked to serve in an advisory capacity for a limited time as determined by the newly elected President.

ARTICLE VIII - DUTIES OF OFFICERS

1. President.
 - 1.1. The President shall preside at all meetings.
 - 1.2. The President shall appoint appropriate committees or individuals to carry out the necessary functions of the organization.
 - 1.3. The President will have the right to participate in committee discussions but will not have motion or voting privileges.
 - 1.4. The President shall receive all communication relative to the Touchdown Club including, but not limited to Coaches, the School, the Athletic Director, and Vendors.
 - 1.5. The President shall sign all contracts with the Secretary, upon approval of the Board.
2. Vice President.
 - 2.1. In the absence of the president, the vice-president shall assume the duties of the president.
 - 2.2. Shall in general perform all duties incident to the office of the Vice-President and such other duties as from time to time may be assigned by the President or by the Board of Directors.
3. Secretary.
 - 3.1. The Secretary shall record the minutes of all proceedings of the Board and Touchdown Club meetings. If unable to be present at a meeting, the Secretary shall designate a substitute.
 - 3.2. With the President, the Secretary shall sign all contracts for the Club.
 - 3.3. Shall be custodian of the bylaws and other corporate records.
 - 3.4. Shall see that all notices are given in accordance with the provisions of these bylaws or as required by law.
 - 3.5. Shall maintain communication with the membership and community on behalf of the Touchdown Club.
 - 3.6. Shall perform such other duties as may be designated by the President.
4. Treasurer.
 - 4.1. The Treasurer shall have charge and custody of and be responsible for all funds of the Touchdown Club.

- 4.2. Shall receive and give receipts for monies due and payable to the Touchdown Club from any sources whatsoever.
- 4.3. Shall account for all contributions and fundraising monies of the Touchdown Club.
- 4.4 Shall deposit all monies in the name of the Touchdown Club in such banks or other depositories as shall be selected in accordance with the provisions of these bylaws.
- 4.5. Shall submit financial reports to the Board of Directors and membership at its regular and special meetings.
- 4.6. Shall provide an annual report that will be presented to the Board of Directors and membership at the August General meeting.
- 4.7. Shall present the annual budget for adoption at the August General Meeting.
- 4.8. The Treasurer may authorize an appropriate officer to perform any of the duties of the Treasurer during his/her absence.
- 4.9. Shall perform such other duties as may be designated by the President.

ARTICLE IX - EXPENDITURE CONTROL

1. No expenditure of Club funds for any non-budgeted activity or event shall be made in excess of one hundred dollars (\$100.00) without prior approval of the Board.
2. Approval shall be affected by an affirmative vote of a majority of the Board.
3. Expenditures for previously approved budgeted activities or events do not require Board approval provided such expenditures are within such approved budget.
4. All Board approved expenditures shall be reported to the Touchdown Club membership at the next general Touchdown Club meeting.

ARTICLE X - INDEMNIFICATION

1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, association, or enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.
2. The termination of any action, suit or proceeding by judgment, order settlement or conviction or

upon a plea of no contender or its equivalent shall not in and of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

3. The Corporation shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer or employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust, association, or other enterprise against expenses (including attorney fees) actually or reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not imposed to the best interests of the Corporation; but no indemnification shall be made in respect of any claim, issue or matter as to which the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court deems proper.
4. Any indemnification under Section 1, 2 or 3 of this Article X (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in said Section 1, 2 and 3. Such determinations shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or if such a quorum is not obtainable or even if obtainable a quorum of disinterested Directors so direct, by independent legal counsel in a written opinion, or by the members.
5. Expenses (including attorney fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized in Section 4 of this Article X upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Corporation as authorized in this Article X.
6. The indemnification provided in this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation, any agreement, vote of members, or disinterested Directors, or otherwise, and any procedure provided for by and of the foregoing, both as to action in his official capacity and as to action in another capacity while

holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall have to the benefit of the heirs, executors, administrators and personal representatives of such a person.

7. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation, as Director, officer, employee or agent of another Corporation, partnership, joint venture, trust, association, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status, as such, whether or not he is indemnified against such liability by this Article X.

ARTICLE XI - AMENDMENTS

Any of these By-Laws may, in whole or in part, be altered, amended, repealed or added to by unanimous vote of the Directors at any regular meeting or at any special meeting called for that purpose or by a majority vote of the members at any annual meeting or at any special meeting called for that purpose.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being all of the Directors of BEAR CREEK TOUCHDOWN CLUB, INC., do hereby certify that the above and foregoing By-Laws of said corporation and that the same now constitute the By-Laws of said Corporation.

The above and foregoing Amended By-Laws were adopted and approved by the Board of Directors on the 3rd day of August, 2022.

BEAR CREEK TOUCHDOWN CLUB, Inc.

Arianne Green, President

Billie McMillen, Vice-President

D'Ree Bobick, Secretary

Aubre Hansen, Treasurer