



Hillsboro Youth Football Association

BYLAWS

ARTICLE 1 – OBJECTIVES

- 1 1.1 These are the Bylaws of the Hillsboro Youth Football Association (HYFA). The
2 association shall be and operate as a non-profit corporation.
3
- 4 1.2 Questions regarding the interpretation of these Bylaws, application or meaning of
5 these Bylaws shall be discussed at a regularly scheduled Board meeting. A “Point of
6 Order” may be made by any member of the Board and must be acted upon
7 immediately. A Point of Order does not require a motion or a second and discussion
8 is limited to the applicable Bylaws only. Once a determination is made, a correction
9 and/or explanation of the ruling will be published.
10
- 11 1.3 Revisions or amendments to the Bylaws will be approved by a two thirds (2/3)
12 majority vote, of the members of the Board of Directors present. A revised copy of
13 the bylaws must be sent to all Board members stating the changes, no less than one
14 month prior to the next meeting.
15
- 16 1.4 In addition to the By-Laws governing the association the board will adopt a rulebook.
17 Rules to be adopted by 2/3 vote and are used to address issues not addressed in the By-
18 Laws of this organization.
19
- 20 1.5 **Mission Statement**
21 Hilhi Youth Football Association is dedicated to providing a safe and fun environment
22 for our area youth. HYFA is a non-profit organization that supports, encourages and
23 enables youth to benefit from participating in football and Cheer in a safe and
24 structured environment. Through our program we teach leadership, responsibility,
25 perseverance and teamwork that youth will use throughout their lives.
26
- 27 Every year, nearly 3 million children age 6 to 14 take to football fields across America
28 to play the game they love. They may not realize it, but these young athletes are
29 enjoying the benefits of physical exercise while learning life lessons through the sport.
30 Studies show that being physically active through football lowers body fat, strengthens
31 muscles and increases the likelihood of continuing good health habits later in life.
32 Additionally, research shows athletes tend to have higher levels of self-esteem and
33 lower levels of depression. To the kids, though, the game is about fun, friendships and
34 camaraderie. It’s about achieving success or learning from failure then lining right
35 back up to try again.
36
- 37 To achieve this mission, HYFA will provide a supervised program of conditioning,
38 training and competitive football games. All members shall be guided by the principle
39 that exceptional athletic skill and wining of games is only secondary objective, and

40 that their leadership and teamwork should at all times reflect the above stated mission.
41 In this, we establish an understanding of the commitment necessary by the parents and
42 the athletes in order to achieve success, both on and off the field.
43

44 **1.6 PURPOSE**

45 1.6.1 The objectives and purpose of this association will be to implant firmly in the
46 children of this community, the ideas of good sportsmanship. Honesty, loyalty,
47 courage and respect for authority, so that they may be well adjusted, stronger,
48 happier and will grow to be healthy and trustworthy individuals. The
49 association will put a special emphasis on the safety and psychological well
50 being of the area youth.
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52 1.6.2 To achieve the above goals, this association will provide a supervised program
53 which will be governed by the rules in these bylaws.
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55 1.6.3 To teach, govern, and promote the game of football for youth players within
56 the area of jurisdiction of the Association. The power of the Association shall
57 be limited to those granted to an organization that is exempt under SECTION
58 501C.3 of the Internal Revenue Code.
59

60 1.7 HYFA will provide an opportunity for all youths from Kindergarten through 12th grade
61 to participate in flag football (Kindergarten – 2nd Grade) rookie tackle (3rd - 4th grade)
62 a competitive tackle football program if they so desire and it is within the financial
63 capabilities of HYFA. Youth in the 2nd grade may be allowed to participate in
64 rookietackle football with appropriate properly executed TVYFL waivers.
65 Applications must be registered by the deadline as determined at the beginning of each
66 season. Applications for 2nd graders must be accompanied by a waiver and will be
67 reviewed on an individual basis and processed in accordance with the rules and
68 policies of TVFYFL.
69

70 1.7.1 The word "opportunity" does not constitute the "right" of a youth to play. It
71 shall be the further practice of the HYFA that because of the uniqueness, injury
72 risk, and dedication required, the HYFA football program be presented as a
73 "competitive" rather than a "recreational" program. No player will be allowed
74 to participate until a parent/guardian signs and returns the Player Contract and
75 provide a signed statement from an examining physician that the candidate is
76 physically fit and there are no observable conditions which would
77 contraindicate the candidate from playing football. The board of directors
78 reserves the right to reject any application for membership. Rejected
79 memberships must be voted on by the full board and arguments entered into
80 the book of records.
81

82 1.8 It shall be the general objective of the Association to inspire youth to practice ideals
83 of health, citizenship and character, and to instill in its participants camaraderie
84 through means of a common interest in sportsmanship, fair play, dedication and
85 fellowship. Specifically, it shall be the purpose of the Association through the policy

- 86 of its coaches, to:
87
88 1.8.1 Acquaint participating players with the fundamentals of football rules, passing,
89 running, kicking, blocking and tackling skills, and love of the game.
90
91 1.8.2 Teach through the game of football, honest accountability for one's actions,
92 leadership skills, sportsmanship, personal commitment, civic commitment and
93 responsibility, through managed coaching and board leadership. Work with
94 parents and players alike to exhibit positive role modeling skills towards
95 community involvement, civic awareness and their roles in making a 'all
96 volunteer' organization work within this framework.
97
98 1.8.3 Teach the concept of Teamwork. The ability for individuals to cooperate
99 productively as a -Team- whose capabilities exceeds the sum of its parts.
100
101 1.8.4 Teach individual and team goal setting, work ethics, and commitment to
102 overcome the inevitable setbacks on a path to success.
103
104 1.8.5 Build youth self-confidence by encouraging a Try-Try-Again approach.
105 Regardless the scoreboard, recognize and be proud of incremental
106 improvement in each team member.
107
108 1.8.6 Recognize as Coaches, our primary function of role-modeling behavioral
109 leadership, productive cooperation, hard work, and accountability. Show
110 appreciation and respect for all individuals, referees, teams and parents
111 involved. Implicitly assume each is doing their best.
112
113 1.8.7 Related to item 1.6.6, no HYFA Coach or Board Member shall use or be under
114 the influence of any alcohol, tobacco product, or illicit drug at an event where
115 HYFA participants are represented or involved. All Board Members, Coaches
116 and adults involved as team supervisors are additionally subject to a criminal
117 background check prior to their involvement. No pending or convicted felon
118 may be considered in a role as coach, team manager or Board of Directors
119 position. In addition criminal history of misdemeanors or arrest records with
120 no conviction may be used in the determination of eligibility. Incidents of
121 violation require HYFA executive board review and are grounds for immediate
122 dismissal of the coach, team manager or board member involved.
123
124 1.9 The ideals and practices set forth by this association may differ from those of other
125 organized youth sports. HYFA is staffed by volunteers and is funded through private
126 donations and registration fees.
127
128 1.10 Finally, it shall be so stated that any participant in the HYFA shall understand and
129 accept the practices of the Association and adhere to the policies of its governing
130 board.
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- 132 1.11 Grievance, refund policies (article 6), and team selection criteria procedure will carry
133 forward each year as posted on the association website unless updated and approved
134 by the executive board or majority of the board at regularly scheduled board meeting.
135
- 136 1.12 The members of this Association shall consist of individual players, parents and
137 coaches within the territory consisting of the Hillsboro School District, the attendance
138 area of the Hillsboro High School, and other areas over which the Association shall
139 have jurisdiction of youth football as granted by the Tualatin Valley Youth Football
140 League (TVYFL)
141
- 142 1.13 Hilhi Youth Football does not discriminate against members does not discriminate
143 against individuals on the basis of race, color, sex, sexual orientation, gender identity,
144 religion, disability, age, genetic information, veteran status, ancestry, or national or
145 ethnic origin.
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147 **ARTICLE 2 – BOARD OF DIRECTORS**

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- 149 2.1 The Board of Directors, hereinafter referred to as the “Board”, shall consist of the
150 elected Association officers.
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- 152 2.2 The Board of Directors will have the full authority to direct the property, affairs and
153 activities of this association.
154
- 155 2.3 To be elected to the Board, a person must receive a majority of votes from the existing
156 Board members in attendance.
157
- 158 2.4 The terms of each Board position will be two years, beginning January 1st of the year
159 in which they were elected. The President, Secretary, Treasurer, Director of Coaches,
160 will be elected in three-year intervals so as to keep senior positions. All board
161 positions terms are renewable by vote of the majority of the board members in the
162 December board meeting.
163
- 164 2.5 Regular Board members who do not attend 3 consecutive board meetings or members
165 at large who do not attend 4 consecutive meetings are considered to have abandoned
166 their board positions. Exception: If the board member makes regular contact with the
167 executive board **and** is actively involved in the organization.
168
- 169 2.5 The President shall preside at all meetings of the Association. In the absence of the
170 president the vice president will preside over the board meeting, In the event both are
171 absent the director of coaches will preside.
172
- 173 The president and other board members shall submit a list of names of interested
174 persons for the Board consideration prior to the November meeting. The names
175 submitted will be distributed in the November meeting and voted on in the December
176 meeting. All board members are encouraged to interview prospective members prior
177 to the December vote. All board members should be actively involved in recruiting

178 qualified board members for open positions. Any candidate may be voted on during
179 any regularly scheduled board meeting. NOTE: A quorum must be present in order to
180 hold a vote on any matter. A quorum is a minimum of 4 voting board members for
181 full board actions and a member for an executive board action.
182

183 2.6 The membership of this association will not be limited to those members, and players
184 of said organization.
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186 2.7 Any vacancy of an elected member of the Board of Directors will be filled by a
187 majority vote of the remaining members of the Board in attendance. A Board member
188 appointed under these guidelines will serve a normal 2-year term as outlined in 2.4.
189

190 2.8 All prospective and active board members must sign a non-disclosure agreement.
191

192 2.9 The Board of Directors will meet at least quarterly during the year or at any other time
193 as it may be deemed necessary and proper.
194

195 2.10 The Executive board and/or board of Directors has final authority to suspend or
196 terminate the membership of any adult or player / member of this association including
197 coaches, volunteers, board members, players and parents. This action will require a
198 two thirds (2/3) majority of the Board members present. Suspension or termination
199 will occur when the Board determines that conduct detrimental to the best interest of
200 this association and its collective members has happened. The president, vice
201 president, director of coaches and/or board at it's discretion may conduct it's own
202 investigation. The President will convene the executive board or full board of directors
203 at his discretion for the purposes of section 2.10. The full board will be notified of
204 any action taken by the executive board at the next regularly scheduled meeting.
205 Removal of a member of the executive board may be initiated by any board member
206 and must be voted on by the board.
207

208 **EXECUTIVE BOARD**
209

210 2.11 The Executive Board shall consist of the President, Vice President and Director of
211 Coaches. The Executive Board shall have authority over;
212

213 2.11.2 All decisions on behalf of Hilhi Youth Football regarding day-to-day business
214 operations that are necessary to keep the Hilhi Youth Football program running
215 smoothly and in an uninterrupted manner.
216

217 2.11.3 Selecting and approving coaches on a simple majority vote. Sanctions,
218 suspensions, terminations or take any such action deemed appropriate with
219 regard to disciplining any HYFA coach for any conduct deemed detrimental to
220 Hilhi Youth Football, its players and staff or any other Tualatin Valley Youth
221 Football League member Association.
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223 2.11.4 Determinations of the Executive Board regarding coaches shall be final.

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ARTICLE 3 – OFFICERS

3.1 Office of the President;

The president will be responsible for conducting the affairs of the association and for executing the policies established by the Board of Directors. The President will preside at all meetings of the membership and Board of Directors. The President will be responsible for the conduct of the Associations activities in strict conformity to these bylaws. The President will also be responsible for insuring that all members of this association are advised annually of any rule changes or administrative changes that would effect this association. The President will be bonded and sign checks. The President shall be appointed HYFA representative of the Association to the TVYFL and shall make recommendations to the Association Board at any regular or special meetings concerning the work and affairs of the Association as in his/her judgment may be necessary, and shall perform such other duties as may be incidental of the office. The President will represent Hillsboro Youth Football at any league regional or national meeting. Be a spokesperson for the Hillsboro Youth Football League. Explore opportunities that are mutually beneficial for the school district and HYFA.

3.3 Office of Vice President;

The Vice President’s office will be filled by the incumbent Head Football coach of Hillsboro High School or appointee of the head coach, The Vice President in conjunction with the Director of Equipment / Fields will oversee field maintenance, practice field assignments and game field assignments. The vice president shall be liaison between the association, the high school and the Hillsboro school district. The VP coordinates the activities to insure smooth transition between youth and High school football. In the absence of the president, the vice president will act in that capacity until the return of the president.

3.4 Office of Secretary

The Secretary will be responsible for recording minutes of each Board or general membership meeting, and disseminating said minutes to all Board members. The Secretary will assist all Board members in executing their respective positions. The office is responsible for maintaining the book of records for the association and executing corporate resolutions.

3.5 Office of the Registrar

The Registrar will compile and update records of all players, coaches and volunteers. From these records, the Registrar will be directly responsible for pre-registration and in season registration and the smooth flow and proper completion of all necessary registration forms.

3.6 Office of Treasurer;

The Treasurer will have care and custody of association financial records, and be responsible for all disbursements of the association. A financial statement shall be

269 presented at the regular meetings to be placed in the meeting minutes. The Treasurer
270 will assist the Registrar, coaches and team parents in collecting fees. The Treasurer
271 will prepare monthly and year end profit / loss and cash flow statements for the
272 association. The treasurer will be responsible for paying the routine obligations of
273 the association. Detailed financial records will be available for any voting board
274 member with 5 days notice to schedule and assemble the records.

275

276 3.7 **Director of Coaches;**

277 This position will assist the President and Vice President in the selection and training
278 of all Hillsboro Youth Football coaches. In addition, it will be this director's
279 responsibility to disseminate to all coaches the "Official Coaches Code of Conduct"
280 for this association and insure adherence to this code by all coaches. This director will
281 be the primary facilitator and communicator between the Board of Directors and the
282 Coaching staffs of this association, which includes distributing all rule changes,
283 administrative changes and schedules to all head coaches. This director will insure
284 that each HYFA team is properly staffed. Approves all scouting vouchers and any
285 reimbursements to coaching staff including but not limited to first aid classes, clinics.
286 The DOC will act in the capacity of the president in the event the president and vice
287 president are unable or unavailable to conduct urgent association business. This
288 position may be eligible for an annual stipend as voted on by the board.

289

290 3.8 **Assistant Director of Coaches**

291 This position coordinates field greeters and insures that the schedule is covered. In
292 addition this position assists the director of coaches in all aspects of his position and
293 fills the role in the absence of the director. This position may be eligible for an annual
294 stipend as voted on by the board.

295

296 3.9 **Director of Equipment**

297 This office will be responsible for acquiring, inventorying, maintaining and replacing
298 all uniforms and equipment used by this association. This director will also work
299 closely with other Board members to insure maximum return of all association
300 equipment from players and coaches. This director will also work closely with the
301 Vice President to arrange, monitor and schedule field maintenance activities and the
302 set up / take down of fields for games and special events.

303

304 3.10 **Assist Director of Equipment**

305 This position assists the Director of Equipment in all phases of his function and acts
306 in the capacity of the DOE if the DOE is absent or unavailable.

307

308 3.11 **Director of Community Relations**

309 This director will be responsible for marketing our program and facilitating positive
310 relations with the community and Hilhi feeder schools. Responsibilities include:
311 creation and distribution of virtual and print media, scheduling school visits, exposure
312 at community events, and coordination of Picture Day. The director will work closely
313 with the Team Managers and be the liaison to the photography company. In addition,

314 this position will develop avenues between coaches and school teachers to support our
315 players as upstanding student-athletes on and off the field.
316

317 **3.12 Director of Fundraising**

318 This director will be responsible for researching and producing new and innovative
319 methods to secure operating funds for the association. This director will ensure the
320 publicity and activity of each year's fundraiser, develop, monitor and manage funding
321 programs. In conjunction with Team Parents, this Director will work closely with the
322 Director of Community Relations to ensure a seamless funding campaign.
323

324 **3.13 Volunteer Coordinator**

325 This director will be responsible for planning and managing all aspects of the
326 association's End of Year Banquet. "Working with other Board members this position
327 will be responsible for scheduling, ordering, staffing and managing of concessions for
328 all events throughout the Hillsboro Youth Football season.
329

330 **3.15 Director of Officials**

331 This position is responsible for all aspects of youth officiating and coordinating with
332 the league, approving pay vouchers, assists in training and supervises the youth
333 officials.
334

335 **3.16 Webmaster**

336 Responsible for maintaining the youth and high school football web sites.
337
338

339 **3.17 Director of Rookie Tackle**

340 This position is responsible for all aspects of the Rookie Tackle program and
341 coordinating with HYFA on requirements necessary to facilitate the modified tackle
342 program within TVYFL. Organize development for transition of players and coaches
343 to the tackle program. Assist in recruitment and community outreach.
344

345 **3.18 Director of Flag Football**

346 This position is responsible for all aspects of Flag Football and coordinating with
347 HYFA on requirements necessary to facilitate Flag Football. Ensure all reasonable
348 levels of safety practices and policies, as well as rules and coaches adhere to
349 responsibilities. Select coaches and helpers responsible for coordinating the day-to-
350 day activities of each of the flag teams. Assist with recruitment for the program.
351 Manage the selection and purchasing of all components of the uniform. Support
352 HYFA's fundraising campaigns and concessions operations as it pertains to
353 compliance of rules and obligations by the program participants. Coordinate and
354 manage the August through October practice and game schedule. Manage the
355 discipline process with and between all parties participating in the flag program.
356 Ensure communications of all pertinent information is reaching flag coaches and
357 families.
358

359 **3.19 Co-Directors of Cheer**
360 Responsible for managing the Cheerleading program for the HYFA. One Co-
361 Director must be a Head Coach, and the other Co-Director must be a Parent. This is
362 to ensure both perspectives represented and both roles are supported. Work directly
363 with HHS cheer to facilitate all communication, safety regulations and SOP. Ensure
364 all reasonable levels of safety practices and policies, as well as rules and coaches
365 adhere to responsibilities. Select coaches and helpers responsible for coordinating the
366 day-to-day activities of each of the Cheer squads. Assist with recruitment for the
367 program. Manage the try-out process for girls interested in participating including
368 registration, judges, selection criteria, and notification of results. Oversee the
369 selection and procurement of all components comprising the Cheerleading uniform
370 for both sideline and competitive seasons. Supervise/participate in the purchasing
371 and selection of music and choreography for the main routine, parades, sideline
372 routines competitive cheer, and other performances. Support HYFA's fundraising
373 campaigns and concessions operations as it pertains to compliance of rules and
374 obligations by Cheerleading program participants. Coordinate and manage the
375 August through October practice and game schedule. Schedule and coordinate
376 special appearances at outside events. Attend monthly board and general association
377 meetings. Manage the discipline process with and between all parties participating
378 in the cheerleading program. Supervise and manage the competitive cheer team, if
379 one is formed, throughout the competitive season. Ensure communications of all
380 pertinent information is reaching cheerleading coaches and families.

381
382 **3.21 Director of Player Safety**
383 This position is responsible for the safety of players participating in the tackle
384 football program. The Director of Player Safety ensures all coaches within HYFA
385 complete the USA Football Level 1 Coach Certification course no later than Aug. 15
386 (any new coaches added after Aug. 15 should complete the certification within 2
387 weeks), conducts a Heads Up Coaches Clinic for all coaches to educate each on the
388 core elements of Heads Up Football (concussion recognition and response,
389 equipment fitting, heat preparedness and hydration, sudden cardiac, and Heads Up
390 Tackling and Blocking), conducts a Heads Up Parent Safety Meeting to educate
391 adults on the core elements of Heads Up Football, check that coaches are using
392 practice plans, properly teaching Heads Up Tackling and using the Levels of Contact
393 approach to reduce the opportunity for helmet contact in practices, attend games and
394 serve as an on-field expert, spot-checker and parent liaison to advance Heads Up
395 Football and player safety and communicate HYFA's concerns, questions and
396 successes to TVYFL and USA Football. Additionally, the Director will track player
397 injuries that cause missed practices/games and/or require medical treatment for
398 causality and recommend process changes to help prevent future injuries.

399
400 **3.22 Member at Large**
401 Members at large are advisory members to the board of directors. MAL's may head
402 advisory committees as assigned by the board, act as advisors to the board. MAL's
403 are invited to all board meetings and other functions; their terms will be a standard two
404 years, although their attendance does not count towards a quorum. MAL's are non-

405 voting members, and may engage in pre-vote debate. MAL's have no specific
406 responsibilities. HYFA may have as many MAL's as the board determines is helpful.
407

408 **ARTICLE 4 – COMMITTEES**

409 4.1 The Board of Directors may from time to time appoint committees for any purpose it
410 deems necessary and proper. Committee responsibilities will be specific and defined
411 by the Board. The Association President shall select the chairperson of each
412 committee. Removal of committee chairs is subject to Board approval. Committee
413 chairs shall administer their respective activities and be responsible to the Board.
414

415 4.2 Committees may include but are not limited to Nomination, Equipment, Fundraising,
416 Player/Coach Development, Field Development or Bylaw review committees.
417

418 **ARTICLE 5 – LIMITATIONS ON LIABILITY AND INDEMNIFICATION**

419 5.1 Nothing herein shall constitute members of the Association as partners for any
420 purpose. No member, officer, agent, or employee of this organization shall be liable
421 for the acts or failure to act on the part of any other member, officer, agent or employee
422 of the Association. Nor shall any member, officer, agent, or employee be liable for
423 his/her acts or failure to act under these bylaws, excepting only acts of omissions to
424 act arising out of his/her willful misfeasance.
425

426 5.2 Any Board Member of the Association (or former Board Member of the Association)
427 shall be reimbursed against reasonable expenses actually and necessarily incurred by
428 them in connection with the defense of any action, suit, or proceeding in which he/she
429 or any of them are made parties, or party by reason of having been a Board Member
430 of the Association, except in relation to matters as to which such Board Members, (or
431 former Board Member), shall be adjudged in such actions, suits, or proceeding to be
432 liable for gross negligence or misconduct in the performance of duty and to such
433 matters as shall be settled by agreement predicated on the existence of such liability.
434

435 **ARTICLE 6 – FINANCIAL RESPONSIBILITY**

436 6.1 No adult or player of this association, nor and Board member will receive any salary
437 or compensation of any kind for services rendered except as voted upon by the Board
438 of Directors.
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440 6.2 Players registered with HYFA shall pay a registration fee, unless waived by the
441 Association for cause of hardship. Hardship cases will be evaluated (by the
442 Association) on a case-by-case application. Hardship applications will be reviewed
443 and approved/rejected by a member of the executive board.
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445 6.3 The Board of Directories will annually set the registration fees for this association in
446 accordance with the need to sustain the treasury in order to insure the ability to offer
447 this program in perpetuity.
448

449 6.4 Reimbursement of fees and or parcel remittance of fees are only granted if the player
450 has a medical condition that prevents play or leaves the area as defined in section 1.10

451 before or during the football season. In the case of a medical condition, a doctor's
452 evaluation and explanation is required.

453
454 6.5 The president has the authority to reimburse fees to any member if it is deemed in the
455 best interest of the association. The president will provide the full board an accounting
456 of all reimbursements at the next scheduled board meeting.

457
458 **ARTICLE 7 – DISPOSITION OF ASSETS UPON DISSOLUTION**

459 7.1 Upon the dissolution or final liquidation of this association, all assets shall be
460 distributed and donated to the Hillsboro High School Football program.

461

462 **REVISIONS:**

Revision #	Date	Notes
0	01/01/98	Initial Release
1	03/13/01	Added “.13.1) Reimburse coaches attending recognized coaching clinics.2.13.2) Reimburse Youth Officials up to \$100 after attending June training session”.
2	07/17/01	Added exception to 2.20 from “No adult or player / Cheerleader member of this association, nor and Board member will receive any salary or compensation of any kind for services rendered” to “Issue a \$599 stipend to Secretary/Treasurer and Director of Cheerleaders.
3	11/28/02	Added “3.2 A committee will be established with the sole purpose of reviewing the HYFA bylaws to determine compliance with the TVYFL League bylaws”.
4	02/06/03	Combined 2.10-Secretary and 2.12-Registrar and its duties. Added three new Director positions, 2.20-Media, 2.21-Administration Services and 2.22 Recruitment. Deleted issue a \$599 stipend to the Secretary/ Treasurer and the Director of Cheerleaders.
5	8/19/03	Restructuring of the entire bylaws
6	9/10/03	Added 2.11 Executive Board
7.	4/11/10	General update to update practices, board positions, rules of conduct, and rules of order.
8	11/8/2010	Restructuring and updating all sections of the by-laws.
9	03/06/2013	Updated 1.7 to encompass Flag Football, removed “director of Media” role, included the role of “Director of Flag Football”, corrected spelling errors and typos.
10	03/02/2015	Update the role for Director of Flag Football and the Director of Cheer. Included the role for Director of Player Safety and replaced “HYF” with “HYFA” throughout the document.
11	3/07/2016	Add role for Director of Community Relations. Deleted and combined the roles for Director of Sponsors and Director of Recruitment between Community Relations and Fundraising.
12	7/10/2017	Updated 1.7 to include Rookie Tackle. Added role for Director of Rookie Tackle.
13	1/7/2019	Changed Director of Cheer to “Co-Directors of Cheer”, to include

both head coach and parent perspectives and roles.

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HYFA CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ (month), _____ (year), between Hilhi Youth Football Association (HYFA), and _____ (hereinafter “Receiving Party”).

BACKGROUND

HYFA and Receiving Party wish to openly discuss and exchange certain items and information related to business programs, practices, personnel, planning, systems and business topics which the parties hereto consider confidential and proprietary. NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

1. DEFINITIONS

- 1.1. “**Invention**” shall mean all information relating to personnel decisions, business programs, technologies, financial information and business topics.
- 1.2. “**Confidential Information**” shall mean all information provided by HYFA with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, human or machine readable documents. Confidential Information shall also include all information related to the Invention provided by HYFA to Receiving Party prior to the signing of this agreement. Confidential Information shall not include any of the following:
 - (a) such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 - (b) such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from HYFA.
- 1.3. “**Disclosing Party**” shall mean the party disclosing information to the other relating to the Invention.
- 1.4. “**Receiving Party**” shall mean the party receiving information from the other relating to the Invention.

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- 1.5 Examples of Confidential Information:
1. Personnel decisions, decisions about constituents and board members.
 2. Financial Information of HYFA
 3. Member financial information
 4. Hardship applications and applicants
 5. Complaints from members made in confidence
 6. Corporate resolutions
 7. Minutes of the corporation

- 1.6 Exceptions from this agreement.
1. Disclosures to the Secretary of State's office
 2. Disclosures to Law enforcement agencies in support of active investigations or complaints initiated by HYFA.
 3. Any information excluded by vote of the executive committee or by vote of the full board of directors.
 4. Any information that is required as a normal and ordinary part of conducting business,

2. USE OF CONFIDENTIAL INFORMATION

The Receiving Party agrees to:

- (a) receive and maintain the Confidential Information in confidence;
 - (b) not reproduce the Confidential Information or any part thereof without the express written consent of HYFA;
 - (c) not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm or corporation without the express written consent of a HYFA Executive Officer.
- ;
- (e) utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

3. RETURN OF CONFIDENTIAL INFORMATION

All information provided by the HYFA shall remain the property of HYFA. Receiving Party agrees to return all Confidential Information to HYFA within 15 days of written demand by HYFA. When the Receiving Party has finished reviewing the information provided by HYFA and has made a decision as to whether or not to work with the HYFA, Receiving Party shall return all information to HYFA without retaining any copies.

4. GOVERNING LAW

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of

547 actions), shall be governed by and construed in accordance with the laws of the State
548 of Oregon, notwithstanding any conflict-of-laws doctrines of such state or other
549 jurisdiction to the contrary, and without the aid of any canon, custom or rule of law
550 requiring construction against the draftsman.
551

552 **5. Binding Nature of Agreement**

553 This Agreement shall be binding upon and inure to the benefit of the parties hereto.
554

555 **6. Provisions Separable**

556 The provisions of this Agreement are independent of and separable from each other,
557 and no provision shall be affected or rendered invalid or unenforceable by virtue of
558 the fact that for any reason any other or others of them may be invalid or unenforceable
559 in whole or in part.
560

561 **7. Entire Agreement**

562 This Agreement sets forth all of the covenants, promises, agreements, conditions and
563 understandings between the parties and there are no covenants, promises, agreements
564 or conditions, either oral or written, between them other than herein set forth. No
565 subsequent alteration, amendment, change or addition to this Agreement shall be
566 binding upon either party unless reduced in writing and signed by them.
567

568 **8. Arbitration**

569 Any controversy or claim arising out of or relating to this Agreement, or the breach
570 thereof, shall be resolved by arbitration conducted by the Commercial Division of the
571 American Arbitration Association and in accordance with the rules thereof. Any
572 arbitration award shall be final and binding, and judgment upon the award rendered
573 pursuant to such arbitration may be entered in any court of proper jurisdiction.
574 Notwithstanding the foregoing, either party may seek and obtain temporary injunctive
575 relief from any court of competent jurisdiction against any improper disclosure of the
576 Confidential Information.
577

578 IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below
579 effective the day and year first written above.
580

581
582 **Hilhi Youth Football Association**

583
584
585 By: _____ Date: _____
586

587 **Receiving Party:**

588
589
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591 By: _____ Date: _____