

Colorado Koinonia, Inc. By-Laws

- I. Name: The name of this organization shall be Colorado Koinonia, Inc. (hereafter referred to as Koinonia).
- II. Purpose:
 - A. Vision Statement: Colorado Koinonia's vision is to provide a Christ-centered environment that encourages individual Christians to expand their potential as followers of Christ. Koinonians focus on sharing Christ in their families, their churches, their work, and their communities. We believe in the power of prayer and in the Trinity: the Father, the Son, and the Holy Spirit.
 - B. Mission Statement: With God's help, we will create a Christ-centered community, providing opportunities for Christian fellowship, growth and worship. Within this loving Christian environment, we will foster personal growth by revealing Christ's work in our lives through open and honest sharing of our life's journeys, celebrations, and struggles, and we will provide opportunities for individuals to use their God given gifts and talents. We will pray for and with each other, and relate to each other with acceptance and encouragement, acknowledging and recognizing that each person is God's unique creation. Through service and kindness, we will model God's unconditional love. All this we will accomplish through the power of prayer, the guidance of the Holy Spirit, the love of the Father, and the sacrifice of the Son.
- III. Members: Participation is open to individuals who attend a Koinonia, or similar Weekend Retreat. Koinonians shall have the right to vote on the appointment of Members to the Koinonia Continuance Board and to amendments to these Bylaws. They shall not be entitled to vote on any other matter unless so designated by a resolution of the Colorado Koinonia Continuance Board.
- IV. Government:
 - A. Policy:
 1. All Koinonia policies shall be in keeping with the Vision and Mission Statements.
 2. Corporate policy will be in keeping with the above policies and with the Articles of Incorporation and these Koinonia Bylaws.
 3. Koinonia Continuance Board policy will be in keeping with the above policies and with the policies as detailed in the Chairperson/ Secretary policy manuals.
 4. Continuance Board Member policies will be keeping with the above policies and with the policies as detailed in each Board Member's job description.
 5. Weekend Retreat operating policies shall be in keeping with the above policies and as detailed in the Mentor Handbook.
 6. These bylaws and *Robert's Rules of Order* shall be used as a basis for the format of the regular Board meetings.
 - B. Offices:
 1. The principal office of the corporation in the State of Colorado shall be the home address of the current Chairperson of the Koinonia Continuance Board.
 2. Other offices and places of business may be established from time to time by resolution of the Koinonia Board.
 - C. Koinonia Continuance Board:
 1. Koinonia Continuance Board shall hereafter be referred to as the Board.
 2. Officers of the Board are defined as the Chairperson, the Treasurer, and the Secretary.
 3. Duties:
 - a. The Board shall be the elected governing body of Koinonia. It shall have the authority to make expenditures and set policy for the Koinonia Community.
 - b. Each elected Class position shall have voice and one vote in the deliberations of the Board.

Colorado Koinonia, Inc. By-Laws

- c. Duties of each Board position will be decided by the Board and a job description provided for that position. The Members of the Board shall exercise and perform the respective powers, duties and functions as stated in the Koinonia Bylaws and as may be assigned by the Board.
 - d. A Board Member shall sign, with the approval of the Board, all bonds, deeds, mortgages, leases and contracts of the Corporation in keeping with the area of responsibility of that Member.
- 4. Board Members - Elected:
 - a. The Chairperson shall preside at all meetings of the Board. In the absence or disability of the Chairperson, the current Chairperson's Designee shall preside at meetings of the Board and, when so acting, shall have all the powers of, and be subject to all the restrictions on the Chairperson. If a Designee is not appointed, then the Treasurer, followed by the Secretary, shall perform the duties provided in this paragraph.
 - b. The Treasurer shall have the care and custody of the money, funds, valuable papers and documents of the Corporation. The Treasurer shall keep correct and complete books and records of accounts of the Corporation's transactions, which shall be the property of the Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by the Board or the Chairperson. The Treasurer shall perform all duties commonly incident to the office and such other duties as may from time to time be assigned by the Chairperson or the Board.
 - c. The Secretary shall keep accurate minutes of all meetings of the Board and accurately maintain the history book of Koinonia. The Secretary shall be responsible for the giving of notice of the meetings of the Board and shall be custodian of all records. The Secretary shall perform all duties commonly incident to the office and such other duties as may from time to time be assigned by the Chairperson or the Board.
 - d. These positions, and those not detailed here, are to perform the duties as decided by the Board and as described in the position's job description.
- 5. Board Members – Nominations:
 - a. The Board shall annually appoint a Nominating Committee, or at the Board's discretion the Board as a whole may act as a Nominating Committee, to recruit and suggest potential candidates for current and future available elected Board positions.
- 6. Membership:
 - a. Elected Members: The Board shall have a membership of twelve persons elected by the Koinonia Community. The Board positions shall include Chairperson, Treasurer, and Secretary, and may include some or all of the following positions at the Board's discretion: Communications Coordinator, Home Team Coordinator, Mentor Coordinator, Music Coordinator, Outreach Coordinator, Pre-Koinonia Coordinator, Share Group Coordinator, Spiritual Director Coordinator, and Ultreya Coordinator.
 - b. Eligibility: Board Members shall be elected from among the active members of the Koinonia Community who have

Colorado Koinonia, Inc. By-Laws

demonstrated their commitment to the Lord and to the Koinonia Vision and Mission Statements.

7. Appointments to Specific Committees or Tasks: The elected Board shall have authority to appoint Koinonians for specific tasks as needed. Such Appointees shall have voice, but no vote in the deliberation of the Board. Persons serving in an appointed position do so at the indulgence of the Board, who may request their resignation at any time.
8. Terms of Office:
 - a. The annual meeting of the Board shall be held in June in conjunction with an Ultreya. In the event that the June Ultreya is cancelled, then the elections will be held at the next Ultreya. A notice of the annual meeting will be posted in the Rooster Tale and on the Koinonia website at least thirty days prior to the annual meeting taking place. A duly advertised annual election shall be held for the Koinonia Community to nominate and elect Board Members. All terms of office shall begin immediately following the Annual Meeting. A simple majority vote will decide all election issues.
 - b. The Board shall have evenly staggered terms for its Members so that at no time will the entire Board be replaced at one time. Each Board member shall be placed in a Class. The Class designation shall be the year that the Board Member's term expires. There shall be three consecutive, designated Classes with Board Members evenly distributed between classes.
 - c. Board Members shall hold a maximum consecutive elected Class term of three years.
 - d. No duly elected Board Member shall serve two consecutive elected Class terms, full or partial Class terms. No person having served a duly elected Class term shall be eligible for election for at least one year.
 - e. Shared or team Class term positions:
 1. If an elected Class term position is shared by more than one individual, such as by a wife and husband, the Terms of Office policies shall apply jointly and individually.
 2. The individuals of the shared Class term may rotate positions only as a team.
 3. Each member of a shared position has voice in discussions, but only one vote per team Class term position.
 4. Each individual in a shared position is bound by the Class term position elected to as a team and must wait one year before being elected to another Class term as an individual or Class team member.
 5. An individual of a team Class term position may fulfill additional appointed position(s), but is bound by the Terms of Office policies.
 - f. Vacated Board positions:
 1. Board Members are initially elected to a Board Position (job) and a Class Term. Board positions may change during the tenure of the Board Member's service, but when a Board Member leaves the Board, for whatever reason(s), it is the Board Member's Class Term that is vacated and is to be filled at a duly announced annual, or, special election.

Colorado Koinonia, Inc. By-Laws

2. The Board Position (job) may be, temporarily, filled by an Interim appointee. Interim appointed Board Members shall be approved by the Board by majority approval in writing or by phone or by a majority vote at a regular Board meeting between the annual election to fulfill the duties of the vacated position.
 3. Interim appointed Board members shall serve in the vacated position until the next annual election at which time the remainder of the Class term is open for election by the Koinonia community. A person filling an interim appointed position has not been elected to a Class term position and thus may be elected to a Class term position at the next annual election
- g. The Chairperson job position is to be filled by a current Board Member and is filled by appointment by the current Board. All other job positions shall be filled by current Board Members and the remaining positions by election by the Koinonia Community.
- D. Regular Meetings: Regular monthly meetings of the Board shall be held for a minimum of ten months per year, including an Annual meeting in June, which is held in conjunction with an Ultreya. The regular meeting dates are to be determined by the Board.
- E. Special Meetings: Special meetings of the Board may be called at any time by any officer. Notice of such meetings will be mailed (U.S. Postal Service or electronic mail) or phoned in to the last known address or phone number of each current Board member at least fourteen days prior to the meeting.
- F. Action Without a Meeting: Board actions can be taken without a meeting if all the Board Members are notified of the proposed action and a two thirds (2/3) majority of the entire Board approves such action.
- G. Quorum: A quorum at all meetings of the Board shall consist of a majority of Board Members. The act of the majority of the Board Members then present at a meeting at which a quorum is present shall be the act of the Board, as long as such action adheres to the policies and procedures as stated in these Bylaws.
- H. Board Member Removal: Any Board member may be removed as a Board member at a meeting of the Board by the affirmative vote of a two thirds majority of the Board Members then in office. No such removal shall be permitted unless the Board member subject to removal is informed at least thirty days in advance of the meeting at which the removal action is to be considered. The Board member involved shall be given the opportunity to be present and to be heard at the meeting at which his or her removal is to be considered. The decision of the Board shall be final.
- I. Compensation and Expense Reimbursement: A Board member serves with no compensation. A Board member may be reimbursed for reasonable and actual expenses incurred to carry out his/her duties as a Board member.
- J. Loans: No loans shall be made by the corporation to its Board Members.
- K. Conflict of Interest: It is the policy of the Board that all Members of the Board shall disclose and avoid any conflict(s) of interest pertaining to any decisions or matters before the Board in which a Board Member or a member of his/her family has a conflict of interest, financial or otherwise. No Board Member may participate in discussions related to a matter or vote on a matter that may present a conflict of interest. Upon learning that a matter before the Board would create a conflict of interest to a member, that member must make a full disclosure to the Board of his/her interest in such matter, and the member shall not further participate in any discussion of or decision on such matter. The failure of a member to make a disclosure as described herein may result in the voidance of such agreement, contract, lease or matter at the discretion of the Board. For purpose of this policy, the term "family" shall mean a member's spouse,

Colorado Koinonia, Inc. By-Laws

child(ren), grandchild(ren), siblings, parents, grandparents, nieces or nephews of a member or of his/her spouse.

- V. Finance and Contributions
 - A. Banking: The monies of the Corporation shall be deposited in the name of the Corporation in such bank or banks or trust company or trust companies, as the Board shall designate and may be drawn out only on checks signed in the name of the Corporation by such person or persons as the Board by appropriate resolution may direct. Notes and commercial papers, when authorized by the Board, shall be signed in the name of the Corporation by such officer or officers or agent or agents as shall there unto be authorized from time to time. The Corporation shall manage all funds received and make payments on behalf of the Corporation.
 - B. Fiscal Year: The fiscal year of the Corporation shall be determined by resolution of the Board.
- VI. Indemnification of the Board, Officers, and Agents
 - A. Definitions. For purposes of this Article, the following terms shall have the meanings set forth below:
 - 1. "Corporation" means the corporation incorporated as "Colorado Koinonia".
 - 2. "Director" means an individual who is or was a Board Member of the Corporation and an individual who, while such a director of the Corporation, is or was serving at the Corporation's request as a director, officer or agent of any corporation or of any partnership, joint venture, trust or other enterprise. "Director" includes, unless the context otherwise requires, the estate or personal representative of a "director".
 - 3. "Expenses" means the actual and reasonable expenses, including attorney's fees, incurred by a party in connection with a proceeding.
 - 4. "Liability" means the obligation to pay a judgment, settlement, penalty, fine or reasonable expense incurred with respect to a proceeding.
 - 5. "Official Capacity" when used with respect to a director of the Corporation means the office of director in the Corporation, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the Corporation held by the officer or the agency relationship undertaken by the agent on behalf of the Corporation in the performance of his/her duties in his/her capacity as such officer or agent. "Official Capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust enterprise or plan as a director, officer, employee, fiduciary or agent thereof.
 - 6. "Party" means any person who was, is or is threatened to be made a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director or officer of the Corporation, and any person who, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer or agent of the Corporation. "Party" includes, unless the context otherwise requires, the estate or personal representative of such party.
 - 7. "Proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal administrative, arbitative or investigative (including an action by or in the right of the Corporation) and whether formal or informal.
 - B. Right of Indemnification.
 - 1. Standards of Conduct: The Corporation is non-profit and is not supported or underwritten by any church or other philanthropic organization whatsoever. Members of the Corporation must not rely on the

Colorado Koinonia, Inc. By-Laws

Corporation for any legal indemnification for themselves, their agents or families in any action or omission occurring or undertaken on behalf of the Colorado Koinonia community, whether or not the omission or action is undertaken at the request of an agent, member, or team leader of Colorado Koinonia. All members must be aware at all times that they are completely and solely responsible for their actions and must bear full legal responsibility for them with no recourse whatsoever to Colorado Koinonia, its agents, officers or members.

2. Indemnification: Prohibited Colorado Koinonia may not indemnify a party either in connection with any proceeding charging improper personal conduct by the party, whether or not involving action was committed in the party's official capacity as an agent or board member of Colorado Koinonia or any proceeding by or in the right of the Corporation in which the party is or has been adjudged liable to the Corporation.
 3. If the Corporation is drawn into a lawsuit or legal action by reason of action taken on the part of any member, board member, agent, or team member, that individual agrees to hold the corporation harmless and to indemnify the corporation and to pay any and all of the Corporations expenses incurred in connection with such lawsuit or legal action.
 4. Applicability: The denial of indemnification provided herein shall be applicable, to acts or omissions that occurred prior to the adoption of this article and shall continue as to any party even if such party should cease to be a member of the Corporation.
- VII. Amendments: These Bylaws may be altered, amended or repealed by a two thirds (2/3) majority vote of the complete Board, AND by a majority vote of those members of the Koinonia community attending a regularly scheduled Ultreya or Palanka Party. A notice of the proposed Amendments shall be posted in The Rooster Tale and on the Koinonia website at least thirty days prior to the Ultreya or Palanka Party.

AS APPROVED BY THE CONTINUANCE BOARD OF COLORADO KOINONIA, INC., effective June, 2002, and amended by the Colorado Koinonia community on June 12, 2010.