

Colorado Koinonia, Inc. Bylaws

- 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.

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- b. Each elected *Class position* shall have voice and one vote in the deliberations of the Board.
 - 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 – Appointed:
- a. A Nominating Committee shall be appointed yearly by the Board 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 elected members shall be: Chairperson, Treasurer, Secretary, Communications Coordinator, Home Team Coordinator, Mentor Coordinator, Music Coordinator, Outreach Coordinator, Pre-Koinonia Coordinator, Share Group Coordinator, Spiritual Director Coordinator, and Ultreya Coordinator.
 - b. Appointed Members: The elected Board shall have authority to appoint Koinonians for specific tasks as needed. Appointed Members 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.
 - c. Eligibility: Board Members shall be elected from among the active members of the Koinonia Community who have demonstrated their commitment to the Lord and to the Koinonia Vision and Mission Statements.
7. Terms of Office:
- a. The annual meeting of the Board shall be held in June in conjunction with an Ultreya . In the event that a 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 at least thirty days prior to the

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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.
- f. An individual of a team Class term position may fulfill additional appointed position(s), but is bound by the Terms of Office policies.

D. Vacated Board positions:

- 1) As Board Members may rotate job positions each year, it is the remainder of the Board Member's Class term that is vacated, not the Board Member's job position that is vacated.
- 2) 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 annual meetings 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.

- b. 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.

E. 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 Utreya. The regular meeting dates are to be determined by the Board.

F. Special Meetings: Special meetings of the Board may be called at any time by any officer. Notice of such meetings will be mailed or phoned in to the last known address or phone number of each current Board member at least fourteen days prior to the meeting.

G. 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.

H. 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

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the act of the Board, as long as such action adheres to the policies and procedures as stated in these Bylaws.

- I. **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.
- J. **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.
- K. **Loans:** No loans shall be made by the corporation to its Board Members.
- L. **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 member of his/her family has a conflict of interest, financial or otherwise. No Director 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 “immediate family” shall mean a member’s spouse, child(ren), grandchild(ren), siblings, parents, grandparents, nieces or nephews of a member or of his/her spouse.
- M. **Policies for Spiritual Director (SD), Provisional Spiritual Director, and Barnabas Mentor Program**
 - a. Members may serve as a Spiritual Director or Provisional Spiritual Director on a Koinonia weekend, Ultreya’s, Palanka Party’s and any other Koinonia events as per the Policies for Spiritual Director, and Provisional Spiritual Director.
 - b. Any proposed changes to the Policies for Spiritual Director, Provisional Spiritual Director or Barnabas Mentor Program by either the Colorado Koinonia or the Southern Colorado Koinonia Board must be presented to the other Board for comment prior to being voted on.

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 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

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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, arbitrative 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 shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if (a) such party conducted him/herself in good faith, (b) such party reasonably believed (in the case of a director acting in his/her official capacity) that his/her conduct was in the Corporation’s best interests or (in all other cases) that such party’s conduct was at least not opposed to the Corporation’s best interests, and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his/her conduct was unlawful. For purposes of determining the applicable standard of conduct under the Right of Indemnification, any party acting in his/her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in this paragraph even if such party is sued solely in a capacity other than as such director.
2. Settlement. The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in the preceding paragraph.
3. Indemnification Prohibited. Except as hereinafter set forth in this paragraph, the Corporation may not indemnify a party under this paragraph either in connection with (a) any proceeding by or in the right of the Corporation in which the party is or has been adjudged liable to the Corporation, or (b) any proceeding charging improper personal benefit to the party, whether or not involving action in the party’s official capacity, in which the party is adjudged liable on the basis that personal benefit was improperly received by the party (even if the Corporation was not thereby damaged).
4. Court-Ordered Indemnification. Notwithstanding the foregoing, the Corporation shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other

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court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances described in clauses (a) and (b) in the preceding paragraph or whether or not the party met the applicable standard of conduct set for in that paragraph, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Act.

5. Claims by or in the Right of Corporation. Indemnification permitted under this paragraph in connection with a proceeding by or in the right of the Corporation shall be limited to reasonable expenses incurred in connection with the proceeding.
6. Combined Proceedings. If any claim made by or in the right of the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by or in the right of the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.
7. Prior Authorization Required. Any indemnification under this section (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standards of conduct set forth above and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Board of Directors by a majority vote of a quorum of such Board, which quorum shall consist of all directors not parties to the subject proceeding, or by such other person or body as permitted by law.
8. Success on Merits or Otherwise. Notwithstanding any other provision of this Article, the Corporation shall indemnify a party to the extent such party has been wholly successful, on the merits or otherwise, including without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding, against reasonable expenses incurred by such party in connection therewith.
9. Payment Procedures. The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification. If no disposition of such claim is made within 180 days after written request for indemnification is made, the claimant may apply by way of civil action in any court of competent jurisdiction for an adjudication as to the validity and extent of the claim. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.
10. Right to Impose Conditions to Indemnification. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances, including but not limited to any one or more of the following: (1) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Corporation; (2) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (3) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

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11. Other Rights and Remedies. The indemnification provided by this Article shall be in addition to other rights to indemnification which a party may have or hereafter acquire by virtue of applicable statute.
 12. Applicability; Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under the Article who has ceased to be a director, officer or agent of the Corporation, or at the request of the Corporation, was serving as and has since ceased to be a director, officer or agent of the Corporation and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each party covered hereby.
 13. Indemnification of Agents. The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation who is not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific manner provided in the "Prior Authorization Required" paragraph written above.
 14. Savings Clause; Limitation. If this Article or any section or provision hereof shall be invalidated by any court on any ground, then the Corporation shall nevertheless indemnify each party otherwise entitled to indemnification thereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in section 501 (c) (3) of the Internal Revenue code of 1986, as amended ("Code").
- VII. Amendments: These Bylaws may be altered, amended or repealed by a two thirds (2/3) majority vote of the complete Board, or by unanimous consent of all of the Board as provided in "Action Without a Meeting" AND by a majority vote of the Koinonia community at a regularly scheduled Koinonia Ultreya/Palanka Party. A notice of the proposed Bylaw Amendments shall be posted in The Rooster Tale at least thirty days prior to the Ultreya/Palanka Party.

AS APPROVED BY THE CONTINUANCE BOARD OF COLORADO KOINONIA, INC.,
effective June, 1999.

BY: _____ Chairperson

BY: _____ Treasurer

BY: _____ Secretary

BY: _____

BY: _____

BY: _____

BY: _____

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