

1 **Restated and Amended Bylaws of**
2 **The United Church of Christ Coalition for**
3 **Lesbian, Gay, Bisexual and Transgender Concerns**
4

5 **I. NAME**

6 The Coalition shall be known as The United Church of Christ Coalition for Lesbian, Gay,
7 Bisexual and Transgender Concerns hereafter referred to as the “Coalition.”

8 **II. PURPOSES**

9 The purposes of the Coalition are to affirm the good news that all persons of all sexual
10 orientations, gender identities and expressions are loved and empowered by God, and to promote
11 mutual ministries of pastoral care, education and advocacy within the United Church of Christ
12 (UCC) and society as a whole.

13 **III. DIVERSITY STATEMENT**

- 14 A. The Coalition actively seeks to involve its leadership, activities and outreach to all
15 persons who directly or indirectly have been excluded from full participation in the
16 church and society as a whole through the practice of heterosexism, sexism, racism,
17 ageism, sizeism, classism, transphobia, ableism, and any other form of discrimination
18 or marginalization.
- 19 B. Leadership Team Members, working group members and representatives to other
20 coalitions, groups or entities shall represent diversity, which includes, but is not
21 limited to gender, gender identity or expression, race, ordained/lay status, age,
22 geographic location, sexual orientation, class and disability.

23 **IV. STAKEHOLDERS**

24 The Coalition shall recognize as Stakeholders those persons who affirm the purposes of the
25 Coalition and contribute to its well being with time, talent and/or treasure.

26 **V. LEADERSHIP TEAM**

- 27 A. *General Powers.* The Leadership Team Members shall be known as the Leadership
28 Team and shall manage the affairs of the Coalition as the Board of Directors.
29 Leadership Team Members need not be residents of the State of Michigan.
30 Additionally, the Leadership Team shall be responsible for (1) organizing and
31 conducting strategic planning and (2) ongoing effective leadership in developing and
32 supporting Open and Affirming UCC congregations.
- 33 B. *Number, Tenure and Qualifications.* The number of Leadership Team Members shall
34 be no less than five. The term of Leadership Team Members shall be set by
35 resolution of the Leadership Team and should be staggered in lengths and expiration

36 dates in order to provide continuity in the Leadership Team. Each Leadership Team
37 Member shall serve until expiration of his or her term unless a Leadership Team
38 Member resigns or is removed by a two-thirds vote of the entire Leadership Team
39 (not quorum). The Leadership Team, as much as possible, should reflect a broad
40 range of diversities in terms of geography, gender, gender identities, sexual
41 orientations, age, race and all other similar considerations. Leadership Team
42 Members must be members of the United Church of Christ.

43 C. *Regular Meetings and Stakeholder Participation.* The Leadership Team shall hold
44 regular meetings from time to time as scheduled during a meeting of the Leadership
45 Team. At least one regular meeting of the Leadership Team shall be held annually at
46 the time and place the Leadership Team designates and open to the public for
47 participation and questions of the Stakeholders. The Leadership Team may conduct
48 non-binding votes of the Stakeholders at such meetings.

49 D. *Special Meetings.* Special meetings of the Leadership Team may be called at the
50 request of the Moderator or any two Leadership Team Members.

51 E. *Notice.* Notice of any special meeting of the Leadership Team shall be given at least
52 one week beforehand by written notice delivered via mail or electronic
53 communication such as email. Any Leadership Team Member may waive notice of
54 any meeting, and attendance at a meeting shall automatically be deemed a waiver of
55 notice unless such attendance is made for the limited purpose of objection to proper
56 notice. Neither the business to be transacted at, nor the purpose of, any regular or
57 special meeting of the Leadership Team need be specified in the notice or waiver of
58 notice of such meeting. Notice of open meetings in which the participation of
59 Stakeholders is invited shall be posted on the home page of Coalition's website and/or
60 in the Coalition's electronic newsletter at a minimum at least one week in advance of
61 the scheduled meeting, and earlier if feasible to give as much advance notice to
62 Stakeholders as possible.

63 F. *Quorum.* A majority of the Leadership Team shall constitute a quorum for the
64 transaction of business at any meeting of the Leadership Team; however, if less than
65 a majority of Leadership Team Members is present, a majority of the Leadership
66 Team Members present may adjourn the meeting from time to time without further
67 notice.

68 G. *Manner of Acting.* The act of a majority of the Leadership Team Members present at
69 a meeting at which a quorum is present shall be the act of the Leadership Team,
70 unless the act of a greater number is required by law or by these Bylaws.

71 H. *Robert's Rules.* Business shall be conducted according to any current edition of
72 Robert's Rules of Order. Meetings and votes may be conducted in person, via
73 telephone, conferencing, email or any other medium designated by the Leadership
74 Team. Proxy votes shall be permitted only if stated in the notice or meeting.

75 I. *Vacancies.* The affirmative vote of a majority of the full number of Leadership Team
76 Members, though less than a quorum of the Leadership Team, may fill any vacancy
77 occurring in the Leadership Team, whether such vacancy occurs through expiration of
78 term, resignation, death, removal, or an increase in the number of Leadership Team
79 Members. A Leadership Team Member elected to fill a vacancy shall be elected for
80 the unexpired term of the predecessor in office.

81 J. *Compensation.* Leadership Team Members as such shall not receive any stated
82 salaries for their services, but by resolution of the Leadership Team a fixed sum and
83 expenses of attendance, if any, may be allowed for attendance at each regular or
84 special meeting of the Leadership Team; however, nothing contained in these Bylaws
85 shall be construed to preclude any Leadership Team Member from serving the
86 Coalition or the United Church of Christ in any other capacity and receiving
87 compensation in such capacity.

88 K. *Informal Action by Leadership Team Members.* Any action required by law to be
89 taken at a meeting of Leadership Team Members, or any action which may be taken
90 at a meeting of Leadership Team Members, may be taken without a meeting if a
91 consent in writing, setting forth the action so taken, shall be signed by all of the
92 Leadership Team Members.

93 **VI. OFFICERS**

94 A. *Officers.* The officers of the Coalition shall consist of a Moderator (President), Vice-
95 Moderator (Vice-President), Secretary, Treasurer, and such other officers as may be
96 elected in accordance with the provisions of this Article. The Leadership Team, in its
97 sole discretion, may elect or appoint other officers, who may to have the authority and
98 perform the duties prescribed, from time to time, by the Leadership Team.

99 B. *Election and Term of Office.* The Leadership Team should elect officers of the
100 Coalition at the regular annual meeting of the Leadership Team that is open to the
101 Stakeholders. If the election of officers shall not be held at such meeting, such
102 election shall be held as soon thereafter as conveniently possible. New offices may
103 be created and filled at any meeting of the Leadership Team Members.

104 C. *Removal.* A majority vote of the Leadership Team (not quorum), in its sole
105 discretion, may remove any elected or appointed officer or employee, but such
106 removal shall be without prejudice to the contract rights, if any, of the officer so
107 removed.

108 D. *Vacancies.* A majority of the full number of Leadership Team Members, though less
109 than a quorum, may fill a vacancy in any office because of death, resignation,
110 removal, disqualification or otherwise, for the unexpired portion of the term.

111 E. *Moderator*. The Moderator shall be the principal executive officer (President) of the
112 Coalition and shall in general supervise and preside over all of the business and
113 affairs of the Coalition. The Moderator shall preside at all meetings of the members
114 and of the Leadership Team. The Moderator may sign, with the Secretary or any
115 other proper officer of the Coalition authorized by the Leadership Team, any
116 instruments that the Leadership Team has authorized to be executed, except in cases
117 where the signing and execution thereof shall be expressly delegated by the
118 Leadership Team or by these Bylaws or by statute to some other officer or agent of
119 the Coalition. In general, the Moderator shall perform all duties incident to the office
120 of president of a corporation and such other duties as the Leadership Team may
121 prescribe from time to time.

122 F. *Vice Moderator*. In the absence of the Moderator or in the event of the Moderator's
123 inability or refusal to act, the Vice Moderator shall perform the duties of the
124 Moderator, and when so acting, shall have all the powers of and be subject to all the
125 restrictions upon the Moderator. Any Vice Moderator shall perform such other duties
126 as the Moderator or the Leadership Team may assign to him from time to time.

127 G. *Treasurer*. The Treasurer shall have charge and custody of and be responsible for all
128 funds and securities of the Coalition, receive and give receipts for moneys due and
129 payable to the Coalition from any source whatsoever, and deposit all such moneys in
130 the name of the Coalition in such banks, trust companies or other depositories as shall
131 be selected in accordance with the provisions of these Bylaws, and in general perform
132 all the duties incident to the office of Treasurer of a corporation and such other duties
133 as the Moderator or the Leadership Team may assign from time to time. If the
134 Leadership Team requires, the Treasurer shall give a bond for the faithful discharge
135 of his duties in such sum and with such surety or sureties as the Leadership Team
136 shall determine.

137 H. *Secretary*. The Secretary shall keep the minutes of the meetings of the members and
138 of the Leadership Team in one or more files provided for that purpose, see that all
139 notices are duly given in accordance with the provisions of these Bylaws or as
140 required by law, be custodian of the corporate records, and in general perform all
141 duties incident to the office of Secretary and such other duties as the President or the
142 Leadership Team may assign from time to time.

143 I. *Executive Director and National Staff Liaison*. The Executive Director, National
144 Staff Liaison and other such representatives of the Coalition shall be appointed by the
145 Leadership Team upon such terms and conditions as the Leadership Team approves.

146 VII. COMMITTEES AND WORKING GROUPS.

147 A. *Committees or Working Groups of Leadership Team Members*. The Leadership
148 Team, by resolution adopted by a majority of the quorum of the Leadership Team,
149 may designate and appoint one or more committees or working groups, each of which

150 shall consist of two or more Leadership Team Members, which committees or
151 working groups, to the extent provided in said resolution, shall have and exercise the
152 authority of the Leadership Team in the management of the Coalition, except that no
153 such committee shall have the authority of the Leadership Team in reference to
154 amending, altering or repealing the Bylaws; electing, appointing or removing any
155 member of any such committee or any Leadership Team member or officer of the
156 Coalition; amending the articles of incorporation; restating articles of incorporation;
157 adopting a plan of merger or adopting a plan of consolidation with another Coalition;
158 authorizing the sale, lease, exchange or mortgage of all or substantially all of the
159 property and assets of the Coalition; authorizing the voluntary dissolution of the
160 Coalition or revoking proceedings therefor; adopting a plan for the distribution of the
161 assets of the Coalition; or amending, altering or repealing any resolution of the
162 Leadership Team which by its terms provides that it shall not be amended, altered or
163 repealed by such committee. The designation and appointment of any such
164 committee and the delegation thereto of authority shall not operate to relieve the
165 Leadership Team, or any individual Leadership Team Member, of any responsibility
166 imposed upon it or him by law.

167 B. *Other Committees or Working Groups.* Other committees not having and exercising
168 the authority of the Leadership Team in the management of the Coalition may be
169 appointed and dissolved in such manner as may be designated by a resolution adopted
170 by a majority of the quorum of Leadership Team Members. Members of these
171 Committees or working groups may include any number of stakeholders appointed by
172 the Leadership Team. Committee or working group members need not be Leadership
173 Team Members and serve at the pleasure of the Leadership Team, which may remove
174 any committee or working group member with a majority of a quorum present at a
175 Leadership Team meeting.

176 C. *Open and Affirming Standing Working Group.* The Leadership Team shall establish a
177 standing committee or working group to oversee implementation of open and
178 affirming goals, which shall be known as the ONA Working Group. Members of the
179 ONA Working Group may include any number of stakeholders appointed by the
180 Leadership Team. ONA Working Group Members need not be Leadership Team
181 Members and serve at the pleasure of the Leadership Team, which may remove any
182 committee or working group member with a majority of a quorum present at a
183 Leadership Team meeting. The ONA Working group may only be dissolved upon a
184 unanimous vote of all members of the Leadership Team and a revision of the Bylaws.

185 D. *Term of Office.* Each member of a committee or working group shall continue as
186 such until expiration of the term set by the Leadership Team, unless the committee or
187 working group shall be sooner terminated, or unless such member is removed from
188 such committee.

189 E. *Chair.* One member of each committee or working shall be appointed chair by the
190 Leadership Team.

191 F. *Vacancies*. Vacancies in the membership of any committee or working group may be
192 filled by appointments made in the same manner as provided in the case of the
193 original appointments.

194 G. *Quorum*. Unless otherwise provided in the resolution of the Leadership Team
195 designating a committee or working group, a majority of the whole committee or
196 working group shall constitute a quorum and the act of a majority of the members
197 present at a meeting at which a quorum is present shall be the act of the committee or
198 working group.

199 H. *Rules*. Each committee may adopt rules for its own government provided they are
200 consistent with these Bylaws or with rules that the Leadership Team adopts.

201 **VIII. CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

202 A. *Contracts*. The Leadership Team Members may authorize any officer or officers,
203 agent or agents of the Coalition, in addition to the officers so authorized by these
204 Bylaws, to enter into any contract or execute and deliver any instrument in the name
205 of and on behalf of the Coalition, and such authority may be general or confined to
206 specific instances.

207 B. *Checks, Drafts, etc.* All checks, drafts or orders for the payment of money, notes or
208 other evidences of indebtedness issued in the name of the Coalition, shall be signed
209 by such officer or officers, agent or agents of the Coalition and in such manner as the
210 Leadership Team Members shall from time to time be determined by resolution. In
211 the absence of such determination by the Leadership Team Members, such
212 instruments shall be signed by the Treasurer or an Assistant Treasurer and
213 countersigned by the President or a Vice President of the Coalition.

214 C. *Deposits*. All funds of the Coalition shall be deposited from time to time to the credit
215 of the Coalition in such banks, trust companies or other depositories as the Leadership
216 Team Members may select.

217 D. *Gifts*. The Leadership Team Members may accept on behalf of the Coalition any
218 contribution, gift, bequest or devise for the general purposes or for any special
219 purpose of the Coalition.

220 **IX. COALITION CHAPTERS / LOCAL ORGANIZERS**

221 A. *Establishing a Chapter*. Any group of two or more members of a UCC local church
222 may seek status of a Coalition Chapter by sending a letter of request to the Leadership
223 Team Secretary. Upon an affirmative vote of a majority of a quorum of the
224 Leadership Team, the Coalition shall recognize the new Coalition Chapter, which will
225 be in covenant with the Coalition.

226 B. *Chapter Coordinator.* Each Chapter must designate a coordinator who will work and
227 communicate with the Coalition.

228 C. *Name of Chapter.* Each Chapter may identify itself with geographic reference.

229 D. *Conference Liaison.* If no chapter exists within a UCC Conference, the Leadership
230 Team may appoint a person to act as the Coalition liaison to such Conference.

231 **X. NON-PROFIT NATURE OF THE COALITION**

232 A. *Non profit nature.* The Coalition is organized exclusively for religious, educational
233 and charitable purposes, including, for such purposes, the making of distributions to
234 organizations that qualify as exempt organizations under section 501(c)(3) of the
235 Internal Revenue Code or the corresponding section of any further federal tax code.

236 B. *No Inurement.* No part of the net earnings of the Coalition shall inure to the benefit
237 of or be distributable to its members, trustees, officers, or other private persons,
238 except that the Coalition shall be authorized and empowered to pay reasonable
239 compensation for services rendered and to make payments and distribution for
240 services rendered and to make payments and distributions in furtherance of the
241 purposes set forth in the purpose clause hereof. No substantial part of the activities of
242 the Coalition shall be the carrying on of propoganda, or otherwise attempting to
243 influence legislation, and the Coalition shall not participate in, or intervene in
244 (including the publishing and distribution of statements) any political campaign on
245 behalf of any candidate for public office. Notwithstanding any other provisions of
246 this document, the Coalition shall not carry on any other activities not permitted to be
247 carried on (a) by an Coalition exempt from federal income tax under section
248 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future
249 federal tax code, or (b) by an Coalition, contributions to which are deductible under
250 section 170(c)(2) of the Internal Revenue Code, or corresponding section of any
251 future tax code.

252 C. *Disposition of Assets.* Upon the dissolution of the Coalition, assets shall be
253 distributed to the United Church of Christ national setting, and if that is not possible,
254 then for one or more exempt purposes within the meaning of section 501(c)(3) of the
255 Internal Revenue Code, or corresponding section or any future tax code, or shall be
256 distributed to the federal government or to a state or local government for a public
257 purpose. Any such assets not Disposed of shall be disposed of by the court of
258 jurisdiction in the County in which the principal office of the Coalition is then
259 located, exclusively for such purposes or to such Coalition or Coalitions, as the court
260 shall determine, which are organized an operated exclusively for such purposes.

261 **XI. WAIVER OF NOTICE**

262 Whenever any notice is required to be given under the applicable law, under the
263 provisions of the articles of incorporation, or the Bylaws of the Coalition, a waiver
264 thereof in writing signed or emailed by the person or persons entitled to such notice,
265 whether before or after the time stated therein, shall be deemed equivalent to the
266 giving of such notice.

267

268 **XII. AMENDMENTS TO BYLAWS**

269 These Bylaws may be altered, amended or repealed and new Bylaws may be adopted
270 by a majority of the Leadership Team Members present at any regular meeting or at
271 any special meeting, if at least two days' written notice is given of intention to alter,
272 amend or repeal or to adopt new Bylaws at such meeting.

273 **XIII. INDEMNIFICATION**

274 The coalition shall indemnify and hold harmless Leadership Team Members and
275 members of committees or working groups to the fullest extent permitted by
276 applicable law against all expenses, liability and loss (including attorney's fees,
277 judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or
278 suffered by a Leadership Team Member in connection executing their duties on
279 behalf of the Coalition. This right of indemnification shall be a contract right. The
280 Coalition may maintain insurance, at its expense, to protect itself, Leadership Team
281 Members and members of Committees and Working Groups against any such
282 expense, liability or loss, whether or not the Coalition would have the power to
283 indemnify for such expense, liability or loss under applicable law.

284 **XIV. CONFLICT OF INTEREST**

285 The Leadership Team shall adopt a Conflict of Interest Policy that complies with
286 current recommendations of the Internal Revenue Service.

287 Adopted July 14, 1990

288 Amended July, 1996

289 Amended June, 1992

290 Amended July, 1993

291 Amended June, 1994

292 Amended July, 1997

293 Amended July, 1999

294 Amended July 2004

295 Amended June, 2007

296 *Proposed Amendment June, 2011*

297