

Bylaws of SINCH

Article I: *Name and Purpose*

Section 1: Name

The name of the organization shall be SINCH: Supporting, Inspiring, and Networking Christian Homeschoolers.

Section 2: Purpose

SINCH is organized for the purpose of supporting home school families and giving them an opportunity to network with other families.

Section 3: Mission Statement

SINCH is a Christ centered organization that is focused on helping home school families in the Lenawee County Area. We offer support for new and seasoned home schoolers by providing resources when necessary. We strive to serve our community and others while fostering an atmosphere of fun and friendship. We hope to connect to others in order to better the future for our children.

Section 4: Use of Name and Logo

SINCH reserves the right to control the use of the SINCH name and logo. Under no circumstances will the name or logo be used without the explicit permission of the leadership council.

Article II: *Membership*

Section 1: Requirements for membership

SINCH shall be open to home schooling families who agree in writing with this organization's statement of faith, standard of conduct, and behavioral expectations.

Section 2: Members of SINCH have the following privileges:

1. To attend membership and Leadership Council meetings as they see fit.
2. To have meetings that are open for members to ask questions for the purpose of expressing concerns and to give relevant input on topics pertaining to home schooling.
3. To have transparent and honest leadership that is accountable to the membership.
4. To have access to the SINCH communications, web site, newsletters.
5. To have the opportunity to plan and facilitate activities in the specific areas in which they believe they can best serve the group as approved by the Council.
6. To vote when necessary, such as:
 - a. Electing Council members
 - b. Financial needs greater than \$500 out of the general fund.
 - c. Any other thing deemed necessary by the Council

Section 3: Dues

Membership dues shall be payable at time of application. Membership shall be per family, and each membership shall pay the same dues amount, regardless of family size. Continued membership is contingent upon being up to date on membership dues. Dues amount shall be determined each year by the Council. Additional fees may be required for participation in various activities or field trips. Dues will be used for necessary expenses as determined by the Council, such as (but not limited to) facility rental, group activities, postage fees, newsletter, or the like.

Section 4: Probationary membership

Definition of probation

A member on probation will have limited membership rights as granted by the Council.

Existing membership

If and when any member is found to be in confessional or ethical non-compliance with the Statement of Faith, or Bylaws of this organization, or brings harm or discredit to the testimony of the Lord Jesus Christ or SINCH, then there shall be a hearing before the Council to consider the matter. Two weeks prior written notice shall be given to the party or parties involved. The Council may recommend a probationary period for the matter to be resolved. After reevaluation, if the matter remains unresolved, the Council may recommend a meeting of the regular membership to vote on either granting a probationary membership or revoking the membership. This shall be done by a majority vote at either a regular or special meeting of the organization.

New membership

The Council has the right to grant probationary status as they deem necessary.

Section 5: Denial or termination of membership

Reasons for denial or termination may include but are not limited to any behavior by SINCH members that would put SINCH families at risk, any practice or attitudes that stand against the SINCH statement of faith, any relevant criminal behavior and such other acts deemed detrimental to the organization by a majority of the Leadership Council.

Article III: Leadership and Decision Making:

Section 1: Leadership Council

The governing body of the organization shall be known as its Leadership Council (aka Council). It shall have the appropriate powers to do all the things necessary and proper to operate and oversee the organization.

Section 2: Requirements

The Council shall be made up of five seats. A seat may be held by an individual or husband-wife team that have an active personal faith in Jesus Christ and adhere to basic Christian doctrine, including the

SINCH Statement of Faith. The member must have homeschooled for at least three years and have been a SINCH member in good standing for at least two full school years.

Section 3: Voting and Term Limits

The first term to which a nominee is elected to a Leadership Council seat will be for a maximum of two school years before being voted upon again. After a Maximum of four consecutive years on the Council, the member will need to step down for at least one year before being eligible to return to the Council. Each year, after the five Council members have been elected, the five members of the new Council will decide together which position and responsibilities will be assigned to each Council member.

Section 4: Quorum

The Council members present at meeting shall constitute a quorum with which any lawful business may be conducted. There shall be one vote per Council seat, not for each person of a husband-wife team holding the Council seat.

For a vote to be valid, all five members must have an opportunity to vote whether present or not present.

Section 5: Procedures for filling and vacating Council seats.

Elections to fill seats on the Leadership Council will be held at the regular May Member Meetings. Prior consent of nominees shall be obtained. All nominations must be submitted 30 days prior to the May vote. Eligibility will be determined by the Council. Where there is only one candidate for a seat, election may be by voice vote. Where there is more than one candidate for a seat, election shall be by ballot. A simple majority of all members in good standing who are present shall elect the Leadership Council seats.

Section 6: Removal of Leadership Council

The petition to remove a Council member can be initiated by:

1. A petition that is presented to the Council with 50% or more of the membership signatures. A meeting will be held within 30 days of this petition being presented to the Council. A vote of 2/3 or more from the members present at the meeting will remove the Council member.
2. If one or more of the Council members deem it necessary to remove another Council member they will need a ¾ vote from the Council members. This vote will be communicated to the membership via current mode of communication and a vote by the membership will take place within 30 days or at the next membership meeting. A 2/3 vote from the members present at the meeting will remove the Council member.

Section 7: Resignation of a Council member must be in writing and received by the Council

Resignation from the Council member must be in writing and received by the Council.

Section 8: Meetings

The Leadership Council shall meet at least once a quarter. Additional meetings may be called if the council feels it necessary. There will be at least 3 membership meetings annually. Each membership meeting date and location will be published via current mode of communication at least 2 weeks prior

to the meeting. A meeting may be called by the membership with a petition of signatures from 10 or more members. The meeting must be held within 30 days of submission to the Council.

Section 9: Voting

Each family membership represents 1 vote. There will be at least 2 weeks' notice via the current mode of SINCH communication prior to a vote. For general business it will be decided by a majority vote of those present. In the event that a member is not able to attend the meeting where a vote is being held, they may email their vote to a Council member.

Section 10: Amendments to the bylaws:

Amendments to the bylaws must be made as follows:

These bylaws may be amended at any regular or special meeting of the Council. Written notice of the changes shall be communicated to the membership at least 5 days prior to the date of the next meeting. Changes in the bylaws require a unanimous vote by the Council and a 2/3 majority vote from SINCH members.

No amendments may be made that would go against or alter the SINCH statement of faith.

Article IV: Regular and special meetings

Section 1: Regular meetings are to be held as follows:

SINCH meeting and functions are exclusively for members and those interested in becoming members, unless the Leadership Council announces in advance that the meeting is open to others for purposes of outreach or information. The Leadership Council shall meet for Regular Membership meetings no less than 3 times a year. More meetings may be held if the Council deems it necessary. The Leadership Council reserves the right to go into closed session to discuss matters that may impact the privacy of any member family. Notice of regularly scheduled meetings will be communicated at least 2 weeks prior to the meeting.

Section 2: Special Council meetings

Special Council meetings will be called by the Council Chair and notice will be given by email or phone. At least 1 day notice will be given.

Section 3: Books and Records

The Council shall keep minutes of all proceedings of the Council meetings and such other books and records as the proper conduct of its business and affairs. These records can be accessed by members as needed. This shall be obtained by contacting the Council Chair.

Article V: Fiscal Policies

Section 1: The fiscal year

The fiscal year of the council shall be from August 1 to July 31

Section 2: The financial statements

The financial statements will be given to the members at the regular membership meetings.

Section 3: Members viewing the financial records

If a member feels it necessary to see the financial records they will need to meet with the Council Chair and the Council Treasurer. The books are available to members at every meeting.

Section 4: Dissolution of SINCH

In the event of the dissolution of SINCH for any reason (after all existing debts and financial obligations have been satisfied) all assets shall be donated to INCH (Information Network for Christian Homes).

Article VII

INDEMNIFICATION

7.01 General Indemnification. Subject to all of the other provisions of Michigan Statutes for Nonprofit Corporations and Associations, this organization shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the corporation). Such indemnification shall apply only to a person who was or is a member of SINCH, serves on the Leadership Council or acts an officer of SINCH. Such person(s) shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of SINCH or its members. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the corporation or its members or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful. This shall also include indemnification for the costs of successful defense. This right to indemnification conferred in this article shall be a contract right and shall apply to services of a member, leadership council or officer. Provided however SINCH shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Leadership Council. Provided further that the Leadership Council shall have sole authority to determine that indemnification is proper and that the person acted reasonably, prudently and in the best interests of SINCH at all times. The indemnification provided in this article continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

7.02 Insurance. The corporation may (but is not required to) purchase and maintain insurance on behalf of any person who (a) was or is a member of the Leadership Council, officer, employee, or agent of the organization or (b) was or is serving at the request of the organization as a member of the Leadership Council, officer, employee, or agent of this organization.

7.03 Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to nonprofit organizations and/or nonprofit corporations and relating to the subject matter of this article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the corporation to provide broader indemnification rights than the provisions permitted the corporation to provide before the change.

These bylaws were approved by a 2/3 vote of the SINCH membership at a regular business meeting on September 19, 2011 and amended at a regular business meeting in May 2013.