

# **BYLAWS OF EVOLVE CHURCH, INC.**

## **ARTICLE I - NAME**

The name of this corporation is Evolve Church, Inc. This corporation will be further referred to in these Bylaws as the “Church” and also may be referred to in these Bylaws by and may do business as “Evolve Church” and such other names as the Elders of the Church, as defined in §11.1, shall determine from time to time.

## **ARTICLE II - MISSION STATEMENT**

The Church exists to help people in every season of life take their next steps with Jesus.

## **ARTICLE III - OFFICES**

### **3.1 Principal Office.**

A. The principal office for business transactions of the Church is 10564 2<sup>nd</sup> Avenue, Ocoee, Florida 34761.

B. The Elders shall have full power and authority to change the principal office from one location to another. The Church secretary shall record any change in the location of the principal office.

3.2 Other Offices. The Elders of the Church shall have power and authority to establish other offices, sites and locations at any place or places where the Church is qualified under applicable law to conduct its business.

## **ARTICLE IV - NONPROFIT STATUS**

The Church is a nonprofit corporation under the laws of the state of Florida.

## **ARTICLE V - PURPOSES**

The Church is organized and shall be operated exclusively for religious, charitable, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Notwithstanding the foregoing, the Church’s purposes also include the limited participation of the Church in any other activities, including taxable activities, but only to the extent the activities would be permitted by a tax-exempt organization. More particularly, but without limitation, the purposes of this Church are:

A. to promote the Christian religion by any appropriate form of expression, within any available medium, and in any location, through the Church’s combined or separate formation, of a church, ministry, charity, school, or eleemosynary institution, without limitation;

B. to ordain, employ and discharge ordained ministers of the gospel, and others, to conduct and carry on divine services at the place of worship of the Church, and elsewhere;

C. to collect and disburse any and all necessary funds for the maintenance of said Church and the accomplishment of its purpose within the State of Florida and elsewhere;

D. to make distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended; and

E. to promote, encourage, and foster any other similar religious, charitable and educational activities; to accept, hold, invest, reinvest and administer any gifts, legacies, bequests, devises, funds and property of any sort or nature, and to use, expend, or donate the income or principal thereof for, and to devote the same to, the foregoing purposes of the Church; and to do any and all lawful acts and things which may be necessary, useful, suitable, or proper for the furtherance of accomplishment of the purposes of this Church; provided, however, no act may be performed which would violate Section 501(c)(3) of the Internal Revenue Code of 1986, as it now exists or as it may hereafter be amended.

#### **ARTICLE VI - POWERS AND RESTRICTIONS**

Except as otherwise provided in these Bylaws and in order to carry out the above-stated purposes, the Church shall have all those powers set forth under Florida law, as it now exists or as it may hereafter be amended. Moreover, the Church shall have all implied powers necessary and proper to carry out its express powers. The powers of the Church to promote the purposes set out above are limited and restricted in the following manner:

A. The Church shall not pay dividends and no part of the net earnings of the Church shall inure to the benefit of or be distributable to its organizers, officers or other private persons, except that the Church shall be authorized and empowered to make payments and distributions (including reasonable compensation for services rendered to or for the Church) in furtherance of its purposes as set forth in the Articles of Incorporation or these Bylaws.

B. In the event this Church is in any one year a "private foundation" as defined by Section 509(a) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws, it shall be required to distribute its income for such taxable year at such time and in such manner as not to subject the foundation to taxation under Section 4942 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws; and further shall be prohibited from: (a) any act of "self-dealing" as defined in Section 4941(d) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws; (b) retaining any "excess business holdings" as defined by Section 4943(c) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws; (c) making any investments in such manner as to subject the foundation to taxation under Section 4944 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws; or (d) making taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

C. The Church shall not accept any gift or grant if the gift or grant contains major conditions which would restrict or violate any of the Church's religious, charitable, or educational purposes or if the gift or grant would require serving a private as opposed to a public interest.

## **ARTICLE VII - AFFILIATIONS**

The Church is autonomous and maintains the right to govern its own affairs, independent of denominational control. Recognizing, however, the benefits of cooperation with other churches in the fulfillment of its purposes, the Church may voluntarily affiliate with other churches and conventions by a passing vote of the Elders, as defined in §11.1.8.

## **ARTICLE VIII - MEETINGS**

8.1 Public Worship. Meetings for public worship shall be held at such times and places as may be provided for under the direction of the Elders.

8.2 Church Membership Meetings. The Elders shall have the authority to call a meeting of the Church membership or special meetings as needed.

## **ARTICLE IX - ARTICLES OF FAITH**

9.1 Statement of Biblical Authority. At the center of Christian faith and practice stands the belief that God has spoken to the world in the person and work of Jesus Christ, which is accurately and authoritatively revealed in the Christian Bible ("the Bible," "Scripture" or "the Scriptures"). The Bible is the inspired, inerrant and sufficient Word of God and is thus the ultimate authority for life, faith and morals. Though the various theological statements of the Church reflect succinct summaries of biblical boundaries, it is the Bible itself to which we are in ultimate submission.

Members have the responsibility and opportunity to engage Elders (as defined in §11.1) and Church staff on areas of theological disagreement. However, membership carries with it the implicit understanding that the Elders shall function as the interpretive authority on biblical meaning and application for the purpose of Church doctrine, practice, policy and discipline.

9.2 Statement of Basic Belief. The following Statement of Basic Belief represents the core orthodox beliefs of the Church from a biblical and historical perspective. While Church Members are not required to fully understand or articulate all aspects of the Statement of Basic Belief, the explicit rejection of any part of it disqualifies one from membership in the Church. Revisions to the Statement of Basic Belief in order to more clearly align to Scripture shall be at the sole discretion of the Elders, with the understanding that such changes will be communicated to the Members of the Church.

The Statement of Basic Belief are the following:

- The Scriptures are true, authoritative and sufficient (Psalm 19:7-11; 2 Timothy 3:16; 2 Peter 1:20-21).
- There is only one God (Deuteronomy 6:4; Isaiah 46:9-10; John 17:3, 1 Corinthians 8:4-6; 1 Timothy 2:5).

- The Father is God. The Son is God. The Holy Spirit is God. The Father is neither the Son nor the Holy Spirit. The Son is neither the Father nor the Holy Spirit. The Holy Spirit is neither the Father nor the Son (Genesis 1:26; Psalm 45:6-7; Psalm 110:1; Matthew 3: 13-17; Matthew 28: 17-20; 1 Corinthians 12:4-6).
- I am, along with all humanity (Christ excluded) a sinner (Genesis 6:5; Psalm 51:5; Jeremiah 17:9; Romans 3:23; 5:8, 12-21, 7:18; Ephesians 2:1-3).
- The deserved penalty for sin is death, both physical and spiritual (Genesis 2:15-17; Genesis 3:19, Romans 5:12; 6:23, James 1:14-15).
- Jesus Christ is the eternal Son of God, was born of a virgin and is both fully God and fully human (Matthew 1:20; Luke 2:52; John 1:1-4, 14; Colossians 1:15-20; Hebrews 1:1-3).
- Jesus Christ died as my substitute to pay the penalty for my sin (John 1:29; 10:1-18, Romans 5:8, 1 Corinthians 15:1-4; 2 Corinthians 5:21; Galatians 1:4; 1 Peter 3:18).
- Jesus Christ physically rose from the dead (Matthew 28:1-20; Mark 16:1-8; Luke 24:1-53; John 1:20-21:25; 1 Corinthians 15:12-34).
- Jesus Christ physically ascended into heaven and will one day physically return (John 14:3; Acts 1:11; 1 Thessalonians 4:16; Hebrews 9:28; 1 John 3:2; Revelation 1:7).
- There will be a future physical resurrection of the dead. Only those who trust in Jesus Christ alone will be raised to eternal reward. (Matthew 25:31-46; John 5:28-29; Acts 24-15).
- Only by trusting in the person and work of Jesus Christ alone can I be reconciled to God and experience true life and joy. Salvation is a free gift of God, given by grace alone, which is not and cannot be earned or added to by any human works or merit. (John 3:18, 14:6; Acts 4:12; Romans 3:21-26; 1 Timothy 2: 5-6; Ephesians 2:1-10).

9.3 Statement on Marriage and Sexuality. It is the biblical position that marriage involves the union of one man and one woman in permanent sacred fidelity. Though various cultures and customs have evolving definitions of marriage, it is God alone who has ultimate authority to prescribe and describe the marital relationship (Genesis 2:24, Matthew 19:1-9, Mark 10:1-12).

Furthermore, sexual intimacy is only properly exercised and pursued within the confines of this marital relationship. Sexual immorality, defined as any sexual activity outside of the boundaries of the sacred marital relationship between one man and one woman, is clearly and expressly prohibited by the Lord (Matthew 15:19, 1 Corinthians 6:9-11, 1 Thessalonians 4:3, Hebrews 13:4).

As a consequence, the Church regards any and all forms of sexual immorality, including adultery, fornication, homosexual behavior, bisexual conduct, bestiality, incest, pornography or even lustful intent toward such, as sinful and ultimately unsatisfying. Moreover, the Church also regards as sinful the intent or desire to surgically alter one's biological sex to a different sex. Since the body is a creation of God, the Church holds sexual identity to be biologically determined, and associated gender norms are to be observed as appropriate to biblical standards. Disagreement with one's biological sex only leads to spiritual confusion and emotional chaos (Genesis 1:27, Romans 1:26-32, 1 Corinthians 6:9-11).

In order to preserve the function and integrity of the Church as the local Body of Christ, and to provide a biblical example to the Church Members and the community, it is imperative that all persons employed by the Church in any capacity or united to the Church in membership should

abide by and agree to this §9.3, “Statement on Marriage and Sexuality“ and conduct themselves accordingly.

Though sinful sexual expression is egregious (as is all sin), the gospel provides redemption and restoration to all who confess and forsake their sin, seeking mercy and forgiveness through Jesus Christ (1 Corinthians 6:9-11, Ephesians 2:1-10, Titus 3:3-7).

Furthermore, there is a difference between temptation and unrepented sin. Jesus was tempted in all ways as we are, yet He never sinned. Members, employees, volunteers and attendees of the Church wrestling with all manner of sexual temptation will find a Church ready to point them to Jesus and join with them to fight for their obedience to Christ. Jesus called the weary and heavy-laden to Himself. As a church desiring to follow Christ fully, the Church will be a safe place for men and women fighting sexual temptations of all kinds. For those fighting temptation and repenting of sin, the Church will provide love, care and direction (Matthew 11:28-30, 1 Corinthians 10:13, Hebrews 2:17-18, Hebrews 4:14-16).

The Church’s Statement on Marriage and Sexuality does not provide grounds for bigotry, bullying or hate, as we fully believe that every person must be afforded compassion, love, kindness, respect and dignity, regardless of his or her lifestyle. Hateful and harassing behavior or attitudes directed toward any individual are to be repudiated as sinful and are not in accordance with the Scriptures nor the doctrines of the Church.

This §9.3 specifically gives the Elder board the right and authority to prohibit acts or omissions, including but not limited to (a) permitting any Church assets or property, whether real property, personal property, intangible property, or any property or asset of any kind that is subject to the direction or control of the Church, to be used in any manner that would be—or, in the sole determination of the Elders, could be perceived by any person to be— inconsistent with this Statement on Marriage and Sexuality; and (b) permitting any Church facilities to be used by any person, organization, corporation, or group that would or might use such facilities to convey, intentionally or by implication, what might be perceived as a favorable impression about any definition of marriage other than that contained in this Section.

The Church’s Statement on Marriage and Sexuality is based upon God’s will for human life as conveyed to us through the Scriptures, upon which this Church has been founded and anchored, and this §9.3 shall not be subject to change through popular vote; referendum; prevailing opinion of Members or the general public; influence of or interpretation by any government authority, agency, or official action; or legal developments on the local, state, or federal level.

## **ARTICLE X - MEMBERSHIP**

10.1 Requirements. Membership within the Church is first predicated on one becoming a genuine follower of Jesus Christ through having responded by faith and by the drawing of the Holy Spirit to the message of the gospel. In addition, Members shall have completed all of the requirements of membership as defined by the Elders; and Members shall have signed the Church Membership Covenant, as it is revised, amended or restated from time to time, thus committing themselves to the responsibilities therein assigned.

10.2 Responsibilities. Membership within a local church carries both privileges and responsibilities. Members of the Church are held accountable to the responsibilities of general Christian obligations comprehensively though not exhaustively outlined within the Church's Membership Covenant. These responsibilities include praying for and pursuing both corporate health and individual holiness.

In signing the Membership Covenant, Members attest that they have completed the membership process as instructed, read the Membership Covenant, and are willingly covenanting:

- to submit to the authority of the Scriptures as the final arbiter on all issues (Psalm 119; 2 Timothy 3:14- 17; 2 Peter 1:19-21).
- to pursue the Lord Jesus Christ through regular Bible reading, prayer, fellowship and practice of spiritual disciplines (Luke 18:1; Acts 17:11; 1 Corinthians 9:24-27; Ephesians 5:1-21; 1 Thessalonians 5:12-22).
- to follow the command and example of Jesus by participating in the ordinances prescribed to His Church:
  - by being baptized after conversion.
  - by regularly remembering and celebrating the person and work of Christ through communion
- to steward the resources God has given each Member, including time, talents, spiritual gifts and finances. This stewardship includes regular financial giving, service and participation in community that is sacrificial, cheerful and voluntary (Matthew 25:14-30; Romans 12:1-2; 2 Corinthians 8-9; 1 Peter 4:10-11).
- by God's grace through the power of the Holy Spirit, to walk in holiness in all areas of life as an act of worship to Jesus Christ (1 Peter 1:13-16, 4:1-3). Members should strive to put certain attitudes and actions to death while stirring and stimulating love and good deeds through the Spirit.
- to refrain from such activities that the Scriptures would deem foolish (Romans 14:14-23).
- to take seriously the responsibility of Christian freedom, especially actions or situations that could present a stumbling block to another (1 Corinthians 8:1-13).
- to submit to the discipline of God through His Holy Spirit by:
  - following the biblical procedures for church discipline where sin is evident in another, the hope of such discipline being repentance and restoration.
  - receiving righteous and loving discipline as explained in Article XIII of these Bylaws when approached biblically by fellow believers (Psalm 141:5; Matthew 18:15-20; 1 Corinthians 5:9-13; Hebrews 12:5-11).
- to do the following when the Member sins:
  - confess the sin to God and to fellow believers.
  - repent and seek help to put the sin to death (Romans 8:13; Colossians 3:5; James 5:16; 1 John 1:6-10).
- to submit to the Elders and other appointed leaders of the Church and diligently strive for unity and peace within the Church (Ephesians 4:1-3; Hebrews 13:17; 1 Peter 5:5).
- to do the following should I leave the Church for righteous reasons:
  - to notify the appropriate staff member.
  - to seek another church with which I can carry out my biblical responsibilities as a believer.

10.3 Voting by Members. The Members of the Church shall vote on the matters of (a) the annual operating budget; (b) any loan that results in cumulative indebtedness exceeding twenty percent (20%) of the current, annual Church operating budget; (c) disposition of substantially all of the Church's assets; (d) merger or dissolution of the Church; (e) any proposed change to these Bylaws that would reduce, revoke or otherwise attenuate a right granted to the Members in the then-current Bylaws; and (f) other actions deemed major and extraordinary by the Elders.

The time, place and nature of upcoming votes will be communicated to the Church at least twenty-one (21) days in advance and Church Members shall have an opportunity to submit questions, comments and concerns, which will be considered by the Elders on a case-by-case basis. Voting shall take place during public worship services or a special meeting of the membership as determined by the sole discretion of the Elders. Only Church Members shall be permitted to vote on any matter under this §10.3. A simple majority, defined as a result greater than 50% when the number of affirmative votes are divided by the number of total votes cast, shall constitute a passing vote. Voting results shall be communicated to Church Members not later than thirty (30) days following such vote.

10.4 Formal Dispute Resolution. Members shall refrain from filing lawsuits against the Church and submit to Christian Alternative Dispute Resolution. In keeping with 1 Corinthians 6:1-8, all formal disputes, other than those which are subject to the jurisdiction of the Elders in Article XIII of these Bylaws, which may arise between any Member of the Church and the Church itself, or between any Member of the Church and any Elder, employee, volunteer, agent, or other Member of this Church, shall be resolved by mediation, and if not resolved by mediation, then by binding arbitration under the procedures and supervision of the Rules of Procedure for Christian Conciliation, Institute for Christian Conciliation, or similar faith-based mediation and arbitration group. In the event that the Institute for Christian Conciliation ceases to exist during the course of this Agreement, arbitration under this section shall be conducted according to the rules of the American Arbitration Association. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties each agree to bear their own costs related to any mediation or arbitration proceeding including payment of their own attorneys' fees. Either party may file a motion seeking temporary injunctive relief from a court of competent jurisdiction in order to maintain the status quo until the underlying dispute or claim can be submitted for mediation or arbitration.

If a dispute may result in an award of monetary damages that could be paid under a Church insurance policy, then use of the conciliation, mediation, and arbitration procedure is conditioned on acceptance of the procedure by the liability insurer of the Church and the insurer's agreement to honor any mediation, conciliation or arbitration award up to any applicable policy limits. The mediation, conciliation, and arbitration process is not a substitute for any disciplinary process set forth in these Bylaws, and shall in no way affect the authority of the Church to investigate reports of misconduct, to conduct hearings, or to administer discipline of Members.

10.5 Membership Renewal and Removal. Membership may be reviewed and renewed on a periodic basis. Members can be removed through (a) failure to renew their membership, (b) voluntary resignation of membership by one in good standing, (c) death, or (d) a decision by the

Elders as a result of the disciplinary process. Members are prohibited from voluntarily resigning their membership while subject to the formal disciplinary process.

## **ARTICLE XI - CHURCH DIRECTORS, ELDERS, OFFICERS, STAFF AND DEACONS**

### 11.1 Directors (Elders).

11.1.1 *Definition And Powers.* The overall policy, control, direction and management of the ministry, operations and finances of the Church shall be vested in the Elder body. As used in this §11.1 and throughout these Bylaws, the terms “Elders,” “Elder body” and “Elder board” are used interchangeably to mean a quorum of Elders acting in accordance with §11.1.8 herein.

Additional Elders as may from time to time be nominated and elected in accordance with these Bylaws, provided that the total number of Elders shall not be less than three (3). The Elder board shall include at least one Vocational Elder, as such position is defined in §11.1.2 below.

Elders are entrusted with the governance of the Church, leading the Church from a centralized vantage point. The Elder board’s oversight includes, but is not limited to, teaching, protecting, leading, disciplining, equipping and caring for the corporate Church body and its individual Members as well as the oversight of all ministry, operations and finances of the Church. The Elders are also responsible for being obedient to the Scriptures in the doctrine of the Church, establishing the overall vision of the Church and appointing new Elders.

11.1.2 *Lay Elders And Vocational Elders.* Lay Elders are defined as those Elders who are not in the employ of the Church as a regular part-time or full-time staff member. Vocational Elders are defined as those Elders who are in the employ of the Church as a regular part-time or full-time staff member.

Lay Elders shall not receive compensation or salaries for their service. Vocational Elders may receive reasonable compensation for fulfilling their vocational responsibilities as employees of the Church. A Vocational Elder shall neither vote on nor determine his own personal salary or benefits or designate his personal housing allowance.

The Elder board will maintain a simple majority of Lay Elders. If for any reason the composition of the Elder body does not consist of a simple majority of Lay Elders, then the Elders will begin the process outlined in §11.1.5 below to restore the required composition.

11.1.3 *Qualifications.* The minimum qualifications for Elders shall not be less than those listed in 1 Timothy 3:1-7 and Titus 1:6-9, including without limitation the requirement that Elders be men. In addition to the minimum qualifications given in Scripture, Elders must be Members who fully subscribe to Church’s Articles of Faith (Article IX) and are actively involved in the ministry of the Church. The Elders may at any time create, alter, amend, repeal or restate resolutions establishing additional qualifications outside of those listed in the above scriptures.

11.1.4 *Duties.* The duties of the Elders shall include, but not be limited to, leading the Church to fulfill the purposes of the Church.

The Elder board, as a group, shall supervise all employees of the Church; the Vocational Elders, as individuals, shall supervise those employees reporting to them hierarchically within the Church staff. The Elders may delegate to Church employees any and all duties and responsibilities the Elders deem reasonable, subject to the rights, if any, of the person under contract of employment.

The Elders of the Church shall vote on the matters of (a) appointment of any Elder, (b) doctrinal issues, (c) removal of any Elder, and (d) other actions deemed major and extraordinary by the Elders. Elder votes on any matter may be communicated to the Church at the sole discretion of the Elders, other than a vote on the appointment of any Elder, which shall follow the procedure outlined in §11.1.5 below. The Elders shall make the final determination in regard to any ecclesiastical questions. The Elders shall be the express and final arbiter of ecclesiastical polity, religious doctrine, and questions of Church property, and shall make the final decision with respect to any other matter that shall arise concerning the Church, its internal workings, and its governance in every respect, consistent with these Bylaws. In deciding such matters, the Elders shall use the standards of: (a) the best spiritual, financial, and operating interests of the Church in light of the Bible and the tenets of faith of the Church; and (b) the furtherance of the religious purposes of the Church as discerned by the Elders according to the teachings of the Bible.

11.1.5 *Selection And Term of Office.* The Elders shall have the sole authority to appoint new Elders. A man shall be appointed as an Elder by a passing vote of the Elder body (as defined in §11.1.8 below) after he has been tested and proven to meet the qualifications stated in §11.1.3 above. The Elders may appoint a committee or group to vet Elder candidates and report its findings to the Elder body. The Elders may also receive recommendations for Elder candidates from Church Members.

The proposed appointment of any Elder shall be communicated to the Church at least twenty-one (21) days in advance and Church Members shall have an opportunity to submit questions, comments and concerns, which will be considered by the Elders on a case-by-case basis. Confirmation and appointment of a new Elder shall be at the sole and final discretion of the existing Elders and effectuated upon their passing vote.

Once a man is appointed to the Elder body as a Lay Elder, he is expected to serve in this capacity for a minimum of two years, but no more than five years per turn. Elders may be re-appointed after a one-year absence from the Elder body.

If the Elder body determines that an Elder needs an extended Sabbath because of a legitimate need (e.g., illness or tragedy), then such Elder may transition to being an active but nonvoting Elder for a set period of time determined by the Elder body.

To resign from the Elder body, an Elder shall notify, in writing, the officers of the Church who are also members of the Elder body. Such officers shall determine the most fruitful and edifying way to notify the remaining Elders and the Church Members. A vacancy in the Elder body because of death, resignation, removal or any other cause shall be filled only in the manners prescribed in these Bylaws. Such vacancies may be filled as they occur.

If the Elder body determines that it is necessary, for the health of the Church, to extend the term an Elder due to unforeseen circumstances. The Elder board may choose to extend, at its discretion, the term of an elder for an additional year.

11.1.6 *Removal.* Any Elder may be removed from the office of Elder for valid cause. Discipline of Elders must be consistent with the standards set forth in Article XIII of these Bylaws. The Elder body will determine the specific procedure for removal of an Elder. This procedure may be altered, amended, repealed or restated by a resolution of the Elders. The Elders shall have the sole authority to remove an Elder.

A written notice of the proposed removal of any Elder shall be given to such Elder at least ten (10) days prior to the meeting at which an action to effectuate such removal is to be taken to ensure that the Elder is given a reasonable opportunity to defend himself. The Elder shall have the opportunity to answer the charges in the presence of his accusers, but shall not be present during the discussion and vote on his removal. Such removal shall take place only upon and after a passing vote of the Elders. The Elder under consideration for removal shall not have voting rights while such removal is considered.

11.1.7 *Elder Meetings.* Regular meetings of the Elders shall be held in a location that the Elders deem from time to time.

Any meeting may be held by conference telephone or similar communication equipment, as long as all of the Elders participating in the meeting can hear one another. All Elders participating telephonically shall be deemed present at such meetings.

11.1.8 *Definition of Quorum And Passing Vote.* A proper quorum is defined as seventy-five percent (75%) of the Lay Elders and seventy-five percent (75%) of the Vocational Elders. A quorum is required for voting matters.

A passing vote must be equal to or greater than seventy-five percent (75%) of the Elders present. Voting by proxy is prohibited.

## 11.2 Officers.

11.2.1 *Officers.* Officers of the Church shall be Members of the Elder body. The Officers shall consist of a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as deemed necessary by the Elders.

11.2.2 *Election.* The Officers of the Church shall be elected by a passing vote of the Elders and shall serve terms of at least two (2) years, as long as they remain a member of the Elder body. Officers may be re-elected.

11.2.3 *Removal of Officers.* Any Officer may be removed from office for valid cause. A written notice of proposed removal of any Officer shall be given to such Officer by the Secretary, or by an Elder appointed by the Chairman at least ten (10) days prior to the meeting at which an action to effectuate such removal is to be taken, in order to ensure that the Officer is given reasonable opportunity to defend himself. The Officer shall have the opportunity to answer the charges in the presence of his accusers, but shall not be present during the discussion and vote

on his removal. Such removal shall take place only upon and after a passing vote of the Elders. The Officer under consideration for removal shall not have voting rights while such removal is considered.

Vacancies in the Officers of the Church by reason of death, resignation or otherwise, shall be filled by election of the Elders as soon as is reasonably possible. Until such time, an Elder may be appointed by the remaining Elders to serve in such a vacancy.

#### 11.2.4 *Duties.*

(a) **Chairman.** The Chairman shall perform such duties as are incumbent upon such Officer, including making certain that all orders and resolutions of the Elders are carried into effect. The Chairman shall have oversight of the Elder meetings as defined in §11.1.7. The Chairman's duties shall include, without limitation: establishing meetings, setting the agenda and presiding over the meetings.

(b) **Vice Chairman.** The Vice Chairman shall, in the absence of a duly-appointed Chairman, or in the event of the Chairman's inability or refusal to act, perform the duties and exercise the powers of the Chairman and shall perform such other duties as the Elders shall from time to time prescribe.

(c) **Secretary.** The Secretary shall record or cause to be recorded in a minute book of the Church minutes of all meetings of the Elders and all votes taken at such meetings. He shall have charge of the official records and seal of the Church, and he shall perform such other duties as are incident to the office of Secretary and as may be assigned by the Elders or the Chairman, under whose supervision the Secretary shall be.

(d) **Treasurer.** The Treasurer shall serve as the overseer of the financial operations of the Church. Paid Church staff members shall be accountable to the Treasurer for management of the financial aspects of the Church. The Treasurer shall perform such other duties and have other responsibilities as may be assigned to him from time to time by the Elders.

### 11.3 Church Staff.

11.3.1 *Executive Team.* The Executive Team shall have comprehensive oversight over the day-to-day activities of the Church. The Executive Team will primarily spend time leading leaders, focusing on the Church's mission and vision and thinking globally with respect to Church-wide issues that could impact the whole Church. They will also provide organizational clarity and manage logistical decisions of the Church. The Executive Team will work as a team for the protection of the Church, representing the best interests of the entire Church and not simply the interests of a particular part of the Church. The Executive Team will make wise and efficient decisions as leaders trusted by the Elders and Church Members.

The Elders shall determine the size and composition of the Executive Team.

The Executive Team will be comprised of paid Church personnel. Members of the Executive Team shall have the authority, as granted by the Elder board, to hire and terminate Church personnel, except for Vocational Elders. Members of the Executive Team shall also have

the actual authority granted to such members by the Elder board to transact business, execute contracts, and legally bind the Church in its respective ministry and business affairs.

11.3.2 *Church Staff*. All personnel employed by the Church shall act in accordance with the current Elder-approved Personnel Policies and Procedures document, as it may be revised, amended or restated from time to time.

The Church will reserve employment for men and women who believe and confess essential biblical convictions and act in accordance with such. Additionally, the Church reserves the right to terminate the employment of any existing employee who fails to meet this general standard of faith and practice.

#### 11.4 Deacons.

11.4.1 *Number*. The Elders shall appoint the number of Deacons required to meet permanent and short-term needs of the Church.

11.4.2 *Qualifications and Definition*. Deacons may be men or women, to meet the qualifications as specified in I Timothy 3:8-13.

11.4.3 *Election Term*. Deacons will serve a term of two to five years with a year off between terms.

11.4.4 *Responsibility*. The responsibility of the Deacons is not explicit within the biblical text. The overall responsibility of the diaconate is to assist the Elders in their service and equipping functions.

The role of Deacons at the Church is explained and substantiated in the Church's deacon guidelines, available online. Such resource provides additional explanation but shall not be incorporated into these Bylaws by reference, nor shall it replace the text of this §11.4. In the event of any disagreement of the linked document with these Bylaws, the Bylaws shall prevail.

11.4.5 *Vacancies*. If a Deacon is removed from service, either voluntarily or involuntarily, the appointment of a successor Deacon is under the sole authority and discretion of the Elders.

11.4.6 *Appointments and Confirmation*. The Elders shall have the sole authority to appoint Deacons. The Elders shall communicate prospective Deacons to the Church or a subset thereof no less than twenty-one (21) days prior to an Elder vote. Comments received from the Church will be considered on a case-by-case basis. Confirmation of Deacons will be at the final discretion of the Elders and requires a passing vote.

11.4.7 *Removal of Deacons*. Any Deacon may be removed from office for valid cause. A written notice of proposed removal of any Deacon shall be given to the Elders at least ten (10) days prior to the meeting at which an action to affect such removal is to be taken to ensure that the Deacon is given a reasonable opportunity for defense. The Deacon shall have the opportunity to answer the charges in the presence of his or her accusers, but shall not be present

during the discussion and vote on his or her removal. The removal of a Deacon requires a passing vote of the Elders.

Vacancies in the Deacons of the Church by reason of death, resignation or otherwise, shall be filled by election of the Elders at their discretion in accordance with §11.4.5 above.

## **ARTICLE XII - ORDINATION AND LICENSING**

The Church will consider ordaining duly qualified pastoral, ministerial and executive staff positions as determined by the Elders in accordance with the guidelines of Scripture. All ordained staff members are expected to assist in baptism, communion, prayer and other ministerial duties.

The Church reserves the right to revoke ordination in cases such as moral failure or termination of employment. The decision to rescind or extend ordination shall be at the discretion of the Elders.

The Church will consider licensing select individuals on a case-by-case basis for various aspects of ministry and mission. Licenses can be issued for a specific term or indefinite periods at the discretion of the Elders. The Church also reserves the right to revoke a license at the discretion of the Elders.

The Church's ordination and licensing processes are explained and substantiated more fully in its ordination and licensing guidelines, available online. Such resource provides additional explanation but shall not be incorporated into these Bylaws by reference, nor shall it replace the text of Article XII above. In the event of any disagreement of the linked document with these Bylaws, the Bylaws shall prevail.

## **ARTICLE XIII - CHURCH DISCIPLINE**

Church discipline is a necessary mark of a healthy church and shall be applied in cases of sexual misconduct, gossip, divisiveness, dishonesty, and various other expressions of sin. In accordance with the biblical pattern generally outlined in Matthew 18:15-17, a person who evidences such sin will be confronted in an initial one-on-one meeting, followed by escalating engagement by ministerial and pastoral staff and Elders.

Where the steps of discipline are exhausted in cases of unrepentant and/or habitual sin, the Elders will consider removing a person from membership with the hope of eventual reconciliation and restoration. This removal may or may not include a prohibition to attend Church services and events, depending on the circumstances. In addition, it might include public disclosure of removal from membership and the circumstances leading to this decision to the corporate membership of the Church. We reserve the right to inform other Churches of the conditions under which an individual's membership was removed. Those so disciplined will in turn be restored to fellowship where the Elders have determined that appropriate repentance has occurred.

The process of discipline within the Church is explained more fully in the Church's discipline guidelines. Such resource provides additional explanation but shall not be incorporated

into these Bylaws by reference, nor shall it replace the text of this Article XIII. In the event of any disagreement of the linked document with these Bylaws, the Bylaws shall prevail.

#### **ARTICLE XIV - CHURCH DISRUPTIONS**

Any person deemed by a member of the Executive Team or an Elder to pose a physical or psychological threat to any person or to the Church, or to be causing, about to cause, or capable of causing disruption to the religious services and activities of the Church, shall be considered a trespasser on Church property and may be ejected summarily. No Church employee or Elder shall incur any liability for acting in good faith in the interests of the Church pursuant to this section.

#### **ARTICLE XV - INDEMNIFICATION**

15.1 Limitation. The personal liability is hereby eliminated entirely of an Elder, Director, Deacon, officer, and any person(s) so determined by the Elders (hereinafter referred to in this Article as an "Indemnified Person") for monetary damages for breach of duty of care or other duty as an Indemnified Person; provided that such provision shall not eliminate or limit the liability of an Indemnified Person: (i) for any appropriation, in violation of his/her duties of any business opportunity of the Church; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for any transaction from which the Indemnified Person derived an improper personal benefit; or (iv) for any excise tax prescribed by Internal Revenue Code, Sections 4958 (including the corresponding provisions of any future United States Internal Revenue law, and not restricting the Church from providing insurance in connection with such excise taxes).

15.2 Amendment. Any repeal or modification of the provisions of this provision shall be prospective only, and shall not adversely affect any limitation on the personal liability of an Indemnified Party of the Church with respect to any act or omission occurring prior to the effective date of such repeal or modification, and must be approved by ninety percent (90%) of the Elders present at a duly noticed meeting with a quorum present. In the event of any amendment of the Florida Not-For-Profit Corporation Code to authorize the further elimination of limitation of liability of Elders, then the liability of an Indemnified Party of the Church shall be widened to the fullest extent permitted by the amended Florida Not-For-Profit Corporation Code, in addition to the limitation of personal liability provided herein.

15.3 Indemnification. The Church agrees to indemnify the Indemnified Person in accordance with this §15.3.

15.3.1 *Definitions*. The following terms as used in this §15.3.1 shall have the meanings set forth below.

(a) "Church" includes any domestic or foreign predecessor entity of the Church in a merger or other transaction in which the predecessor's existence ceased on consummation of the transaction. In addition, "Church" includes any domestic or foreign predecessor entity that is solely owned by the Church.

(b) "Expenses" includes all reasonable counsel fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding, including any appeals.

(c) "Liability" includes the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses actually incurred with respect to a Proceeding.

(d) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

(e) "Proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal.

(f) "Reviewing Party" shall mean the person or persons making the entitlement determination pursuant to this Article XV, and shall not include a court making any determination under this Article XV or otherwise.

(g) "Independent Legal Counsel" shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither at the time of retention is, nor in the five years preceding the date of such retention has been, retained to represent: (i) the Church or an Indemnified Person in any matter material to either party; or (ii) any other Party to the Proceeding giving rise to a claim for indemnification under this Agreement. Notwithstanding the foregoing, the term "Independent Legal Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Church or an Indemnified Person in an action to determine an Indemnified Person's rights under this Agreement.

15.3.2. *Standard of Conduct.* Except as provided in §15.3.7 below, the Church shall indemnify an Indemnified Person in the event an Indemnified Person is made a Party to a Proceeding because he or she is or was an Indemnified Person or Officer against Liability incurred in the Proceeding if:

(a) the Indemnified Person conducted himself or herself in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Church; and

(b) in the case of any criminal Proceeding, the Indemnified Person had no reasonable cause to believe his or her conduct was unlawful.

15.3.3. *No liability for Certain Amounts.* Notwithstanding any other provision of this Agreement, the Church shall not be liable for any amount paid by the Indemnified Person in

settlement of any Proceeding that is not defended by the Church, unless the Church has consented to the settlement, which consent shall not be unreasonably withheld. The Church shall not be required to obtain the consent of the Indemnified Person to the settlement of any Proceeding which the Church has undertaken to defend if the Church assumes full and sole responsibility for the settlement and the settlement grants the Elder a complete and unqualified release in respect of the potential Liability.

15.3.4. *Advances for Expenses.*

(a) The Church shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable Expenses incurred by the Indemnified Person as a Party to the Proceeding if the Indemnified Person delivers to the Church the Indemnified Person's written undertaking to repay any funds advanced if it is ultimately determined that the Indemnified Person is not entitled to indemnification under this §15.3.4.

(b) The undertaking required herein must be an unlimited general obligation of the Indemnified Person, but need not be secured and shall be accepted without reference to the Indemnified Person's financial ability to make repayment.

15.3.5 *Authorization of and Determination of Entitlement to Indemnification.*

(a) The Church and the Indemnified Person acknowledge that indemnification of the Indemnified Person under this Article of this Agreement has been pre-authorized by the Church. Nevertheless, the Church shall not indemnify the Indemnified Person under this Article unless a separate determination has been made in the specific case that indemnification of the Indemnified Person is permissible in the circumstances because the Indemnified Person has met the relevant standard of conduct set forth in this §15.3.5.

(b) The determination referred to in this Section shall be made, at the election of the Board of Elders, by any of the following Reviewing Parties:

a. by the Board of Elders by a majority vote of a quorum consisting of Disinterested Elders; or

b. by a majority vote of a committee duly designated by the Board of Elders (in which designated Elders who do not qualify as Disinterested Elders may participate) consisting solely of two or more Disinterested Elders; or

c. by Independent Legal Counsel: (A) Selected in the manner prescribed in subparagraphs a or b immediately above; or (B) If a quorum of Elders cannot be obtained for purposes of subparagraph a and the committee cannot be designated under subparagraph b, selected by a majority vote of the full Board of Elders (in which selection Elders who do not qualify as Disinterested Elders may participate).

15.3.6 *Cooperation by Indemnified Person.* The Indemnified Person shall cooperate with the Reviewing Party with respect to its determination of his or her entitlement to

indemnification, including providing to the Reviewing Party on reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to the Indemnified Person and reasonably necessary to the determination. Any Expenses incurred by the Indemnified Person in so cooperating with the Reviewing Party shall be borne by the Church, regardless of the determination as to the Indemnified Person's entitlement to indemnification.

15.3.7 *Limitations on Indemnification.* Regardless of whether the Indemnified Person has met the relevant standard of conduct set forth in §15.3.2, nothing in this Agreement shall require or permit indemnification of the Indemnified Person for any Liability or Expenses incurred in a Proceeding in which a judgment or other final adjudication establishes that the Indemnified Person's actions or omissions to act were material to the cause of action so adjudicated and constitute:

(a) a violation of criminal law, unless the Indemnified Person had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) a transaction from which the Indemnified Person derived an improper personal benefit;

(c) willful misconduct or a conscious disregard for the best interests of the Church.

## **ARTICLE XVI - EMERGENCY POWERS**

An “emergency” exists for the purposes of this section if a quorum of the Elders cannot readily be obtained because of some catastrophic event. In the event of an emergency, the Elder board may (a) modify lines of succession to accommodate the incapacity of any Elder board member, officer, employee or agent; and (b) relocate the principal office, designate alternative principal offices or regional offices, or authorize employees to do so. During an emergency, notice of a meeting of the Elders only needs to be given to those Elder board members for whom such notice is practicable. The form of such notice may also include notice by publication or radio. One or more Elders or Executive Team members present at a meeting of the Elder board may be deemed Elders for the meeting, as necessary to achieve a quorum. Corporate action taken in good faith during an emergency binds the Church and may not be the basis for imposing liability on any Elder board member, officer, employee or agent of the Church on the ground that the action was not authorized. The Elder board may also adopt emergency bylaws, subject to amendments or repeal by the full Elder board, which may include provisions necessary for managing the Church during an emergency including (a) procedures for calling a meeting of the Elders; (b) quorum requirements for the meeting; and (c) designation of additional or substitute Elder board members. The emergency bylaws shall remain in effect during the emergency and not after the emergency ends.

## **ARTICLE XVII - TRANSACTIONS OF THE CHURCH**

17.1 Contracts and Legal Instruments. The Elder board may authorize an individual Elder, Officer, employee or agent of the Church to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Church. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

17.2 Deposits. All funds of the Church shall be deposited to the credit of the Church in banks, trust companies, or other depositories that the Elder board selects.

17.3 Gifts. The Elders may accept on behalf of the Church any contribution, gift, bequest, or devise for the general purposes or any special purpose of the Church including, but not limited to, gifts of money, annuity arrangements, securities, and other tangible and intangible personal property, real property, and interest therein. The Elders may make gifts and give charitable contributions that are not prohibited by these Bylaws, the Articles of Incorporation, state law, or any requirements for maintaining the Church's federal and state tax status.

17.4 Ownership and Distribution of Property. The Church shall hold, own, and enjoy its own personal and real property, without any right of reversion to another entity, except as provided in these Bylaws.

## **ARTICLE XVIII - BOOKS AND RECORDS**

18.1 Required Books and Records. The Church shall keep correct and complete books and records of account.

18.2 Fiscal Year. The fiscal year of the Church shall begin on the first day of January and end on the last day in December in each year.

## **ARTICLE XIX - DISSOLUTION AND MERGERS**

“Dissolution” means the complete disbanding of the Church so that it no longer functions as a congregation or as a corporate entity. Upon the dissolution of the Church, its property shall be applied and distributed as follows: (1) all liabilities and obligations of the Church shall be paid and discharged, or adequate provision shall be made therefore; (2) assets held by the Church upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements; (3) assets received and not held upon a condition requiring return, transfer, or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, societies, or organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), and are engaged in activities substantially similar to those of the Church; this distribution shall be done pursuant to a plan adopted by the Elders by passing vote as defined in §11.1.8 of these Bylaws; and (4) any assets not otherwise disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Church is then located, for such purposes and to such organizations as said court shall determine, provided such organizations are in agreement with the Church's Articles of Faith (Article IX) and basic form of government.

In the event of a merger of the Church with another church, the net assets of the Church shall be contributed to the surviving entity.

## **ARTICLE XX - ADMINISTRATIVE PROVISIONS**

20.1 Definitions. “Deliver” means (a) mailing; (b) transmission by facsimile equipment, for purposes of delivering a demand, consent, notice or waiver to the corporation or one of its directors or officers; or (c) electronic transmission, in accordance with the Elder’s, Officer’s, or employee’s consent, for purposes of delivering a demand, consent, notice or waiver to the Church or one of its Elders, Officers, or employees.

“Electronic transmission” means an electronic communication (a) not directly involving the physical transfer of a record in a tangible medium, and (b) that may be retained, retrieved and reviewed by the sender and the recipient thereof, and that they may be directly reproduced in a tangible medium by a sender and recipient.

“Execute,” “executes” or “executed” means (a) signed, with respect to a written record; or (b) electronically transmitted along with sufficient information to determine the sender’s identity, with respect to an electronic transmission. “Record” means information inscribed on a tangible medium or contained in an electronic transmission.

“Tangible medium” means a writing, copy of a writing, facsimile or a physical reproduction, each on paper or on other tangible material.

### 20.2 Electronic Notice.

20.2.1 *Consent to Electronic Notice.* In order to consent to notice via electronic transmission, a director or officer must, in a record, designate in the consent the appropriate electronic format and the address or system to which notices may be electronically transmitted, for example, specify an email address to which such electronic transmission may be sent.

20.2.2 *Revocation of Consent of Electronic Notice.* A director or officer who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation to the corporation, in the form of a record (sent to the attention of the secretary). Additionally, the consent of any director or officer is revoked if the corporation is unable to electronically transmit two consecutive notices given by the corporation in accordance with the consent, and this inability becomes known to the secretary of the corporation or other person responsible for giving the notices. The inadvertent failure by the corporation to treat this inability as a revocation does not invalidate any meeting or other action.

20.2.3 *Effective Date of Delivery.* If notice is mailed, it shall be deemed delivered when deposited in the mail properly addressed to the director or officer at his or her address as it appears on the records of the corporation with postage thereon prepaid, if the notice is by electronic transmission, it shall be deemed delivered when it is transmitted electronically in accordance with the consent of the director or officer. All other notice in tangible medium shall be deemed delivered upon receipt.

20.3 Amendments and Alterations. Excepting those alterations included under §10.3, “Voting by Members,” these Bylaws or any provision contained herein may be altered, amended, repealed or restated, and a new Bylaws adopted, by a passing vote of the Elder body as defined in §11.1.8. Such vote shall take place at any special or regular Elder meeting duly noticed. “Duly noticed” is defined as a twenty-four (24) hour pre-notification via email or other communication means.