

**BYLAWS OF
ST. JOHN'S EPISCOPAL CHURCH, AUSTIN, TEXAS**

ARTICLE I

DEFINITIONS

The following terms shall have the meanings set forth below, unless context requires otherwise:

"Articles" shall mean the Articles of Incorporation of the Church and any valid amendment thereof.

"Bishop" shall mean the Bishop of the Diocese of Texas.

"Bylaws" shall mean these Bylaws and any valid amendment thereof.

"Canons" shall mean the Canons of the Episcopal Church or the Diocese of Texas, as used in context, as now constituted or as the same may be amended. Used alone, "Canons" shall mean the Canons of the Diocese of Texas.

"Church" shall mean St. John's Episcopal Church, Austin, a Texas nonprofit corporation.

"Code" shall mean the Texas Business Organizations Code, as now constituted or as the same may be amended.

"Constitution" shall mean the constitution of the Episcopal Church or the Diocese of Texas, as used in context, as now constituted or as the same may be amended. Used alone, "Constitution" shall mean the Constitution of the Diocese of Texas.

"Corporation" shall mean St. John's Episcopal Church, Austin, a Texas non-profit corporation. The terms "Corporation" and "Church" shall be synonymous.

"Diocese of Texas" shall mean the Episcopal Diocese of Texas.

"Episcopal Church" shall mean The Protestant Episcopal Church in the United States of America.

"Members" shall have the meaning ascribed to it in the Articles.

"Organization Meeting" shall mean the meeting held pursuant to Section 22.104 of the Code.

"Parish" shall have the meaning ascribed to it in the Constitution and Canons of the Episcopal Church and the Diocese of Texas.

"Priest-in-Charge" or "Rector" shall mean the Priest-in-Charge or Rector of the Church.

ARTICLE II

THE CHURCH

2.01 The Church is organized and is to be operated and administered exclusively for religious and charitable purposes as St. John's Episcopal Church, Austin, a church in union with the Protestant Episcopal Church of the United States, hereafter referred to as the Episcopal Church, and the Episcopal Diocese of Texas, hereafter referred to as the Diocese of Texas.

2.02 In the accomplishment of the above purposes and subject to the terms and conditions of the Articles, the Church hereby recognizes and accedes to the authority of the Constitution and Canons of the Episcopal Church and the Diocese of Texas and agrees to conform to the doctrine, discipline and worship of the Episcopal Church and the Diocese of Texas. In pursuit of the foregoing purposes the Church may (i) receive personal property and use and apply the income therefrom and the principal thereof; (ii) receive real property, title to which shall be vested in accordance with the Constitution and Canons of the Diocese of Texas; and (iii) undertake any other act or action permitted by the Code.

2.03 The Church shall have Members, a Rector, Assistant and Associate Rectors, if any, Deacons and other clergy, if any, a Vestry, a Senior Warden, a Junior Warden, a Clerk, a Treasurer and such other officers as may be authorized or permitted by the Constitution and Canons of the Episcopal Church or the Diocese of Texas, each and all of whom shall be determined, selected or elected, as the case may be, and, upon such determination, selection or election, shall have such rights, powers, duties and responsibilities authorized or permitted by the Constitution and Canons of the Episcopal Church and the Diocese of Texas.

2.04 In the event of any conflict between the provisions of Articles I and II and any other provisions of these Bylaws, the provisions of Articles I and II of these Bylaws shall prevail.

ARTICLE III

RECTOR

3.01 The Rector is the spiritual head of the congregation and functions with the privileges, duties, and responsibilities of the canons of The Episcopal Church and the Diocese of Texas. The Rector is responsible for congregational worship services, pastoral care, Christian education, and formation of the members of the congregation.

3.02 The Rector shall be elected by the Vestry. The Rector shall preside at the annual parish meeting, Vestry meetings and other periodic meetings of the congregation as deemed necessary. The Rector can delegate this responsibility to the Senior Warden, Junior Warden, or other officer of the Vestry.

3.03 The Rector shall have the authority to appoint staff and additional clergy (with the Bishop's approval).

3.04 The Rector has the responsibility of maintaining a Rector's discretionary fund.

ARTICLE IV

PARISH MEETINGS

4.01 The Annual Parish Meeting shall be held at St. John's Church at a date and time to be determined by the Rector and Vestry. Advance notice on at least two separate Sundays is to be given to the congregation prior to the meeting.

4.02 The agenda for the Annual Parish Meeting shall include annual reports from the Rector, officers of the Vestry, and ministries of the Church.

4.03 The Annual Parish Meeting may include such business as may be determined by the Rector, Vestry and Canons.

4.04 The Rector, Senior Warden (if the office of Rector is vacant) or a majority of the members of the Vestry may, with reasonable prior notice, call additional parish meetings.

4.05 There will be annual parish elections in which eligible parishioners shall, by majority vote, elect new members of the Vestry (not less than two nor more than six) and delegates to the annual Diocesan Council. This election must be held after October 1 and no later than the Annual Parish Meeting. Eligible voters include persons sixteen years of age or older who are members in good standing as defined by the Canons. Newly elected members of the Vestry take office at the adjournment of the Annual Parish Meeting.

4.06 Absentee voting is allowed; there will be no voting by proxy.

ARTICLE V

VESTRY

5.01 The Vestry shall consist of no less than six persons, be elected and shall hold office as provided in the Canons, and shall have the right, powers, duties and responsibilities of the Vestry as provided in the Canons.

5.02 Consistent with the requirements of these Bylaws, the Vestry may hold meetings, maintain an office and keep the Church's books and records at such place or places within the State of Texas as the Vestry may from time to time determine; provided, however, that in the absence of any such determination, such place shall be the Church's registered office in the State of Texas.

5.03 The annual meeting of the Vestry ("Annual Vestry Meeting") shall be held as soon as reasonably possible, and in any event, within thirty business days after the Annual Parish Meeting, and (b) the Annual Vestry Meeting may be held at such place as shall be designated by resolution of the Vestry. The purpose of the Annual Vestry Meeting shall be to (a) elect officers for the ensuing year and (b) transact such other business as may be properly brought before such meeting. Reasonable advance notice in writing of the Annual Vestry Meeting shall be required.

5.04 Regular meetings of the Vestry ("Regular Vestry Meetings") shall be held at such times and places as shall be designated from time to time by resolution of the Vestry. No notice of Regular Vestry Meetings shall be required. Special Meetings of the Vestry shall be held whenever called by the Rector or requested by a majority of the members of the Vestry. Reasonable advance notice in writing of Special Meetings shall be required.

5.05 A majority of the then acting members of the Vestry shall constitute a quorum. If at any meeting of the Vestry there is less than a quorum present, a majority of those present may adjourn the meeting. The act of a majority of the members of the Vestry present at a meeting at which a quorum is present shall be the act of the Vestry, unless the act of a greater number is required by law, the Articles or the Bylaws.

5.06 At all meetings of the Vestry, the Rector shall preside; provided, in the absence of the Rector, the presiding officer shall be determined by the Constitution and Canons.

5.07 The Clerk of the Church shall act as secretary of all meetings of the Vestry, but in the absence of the Clerk, the presiding officer may appoint any person to act as secretary of the meeting.

5.08 Persons serving as members of the Vestry shall not receive any salary or compensation for their services as members of the Vestry; provided, however, that nothing contained herein shall be construed as precluding any member of the Vestry from receiving compensation in a reasonable amount for personal services rendered (other than

services rendered as a member of the Vestry) that are reasonable and necessary in carrying out the Church's purposes as the Vestry may from time to time determine.

ARTICLE VI

OFFICERS

6.01 The officers of the Church shall be the Rector, the Senior Warden, the Junior Warden, the Treasurer, the Clerk, Assistant or Associate Rectors, if any, and such other officers are authorized by the Constitution and Canons with respect to the Church. The term of office and duties of the officers shall be governed by the Constitution and Canons and, subject to the Constitution and Canons, shall be determined by the Vestry.

6.02 The Rector, as well as Associate or Assistant Rectors, if any, shall be entitled to compensation. Other officers of the Church shall not receive any salary or compensation for their service as officers of the Church; provided, however, that nothing contained herein shall be construed as precluding any officer from receiving compensation in a reasonable amount for personal services rendered which are reasonable and necessary in carrying out the Church's purposes as the Vestry may from time to time determine, nor shall anything contained herein be construed as precluding reimbursement of reasonable expenses incurred in the course of carrying out duties as an officer of the Church.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.01 The Church's fiscal year shall be the calendar year.

7.02 The Church's seal, if any, shall be such as may be approved by the Vestry.

7.03 Any action required or authorized by law, the Articles or the Bylaws can be taken without a meeting, if such action is documented in writing, setting forth the action to be taken, and is consented to in writing by all members of the Vestry.

7.04 The principal place of business of the Church is located at 11201 Parkfield Drive, Austin, Texas 78758. The Church may have such other offices as the Vestry may determine or as the affairs of the Church may require from time to time.

7.05 Subject to the requirements of law for notice of meetings, unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Vestry and may participate in and hold a meeting of the Vestry, as the case may be, by means of a conference telephone or some other communications equipment, or another suitable

electronic communications system, including video conferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting is to take place at the meeting, the Church must (a) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (b) keep a record of any vote or other action taken.

ARTICLE VIII

INDEMNIFICATION AND ASSURANCE

8.01 Definitions. For purpose of this Article VI, the following terms shall have the meaning set forth below:

"Director" shall mean member of the Vestry of the Church, and

"Officer" shall mean the Rector and any other officer of the Church.

8.02 Right to Indemnification. Subject to the limitations and conditions as provided in this Article VIII, each person who was or is made a party or is threatened to be made a party or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Church or while a director or officer of the Church is or was serving at the request of the Church as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, may be indemnified by the Church to the extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Church to provide broader indemnification rights than said law permitted the Church to provide prior to such amendment) against judgments, penalties reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, but if the proceeding was brought by or on behalf of the Church, the indemnification is limited to reasonable expenses actually incurred or suffered by such person in connection therewith, and indemnification under this Article VIII shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder; provided, however, that in no case shall the Church indemnify any such person, or the legal representatives of any such person, with respect to any matters as to which such person shall be finally adjudged in any such proceeding to be liable on the basis that personal benefit resulted from an action

taken in such person's official capacity, or in which such person is found liable to the Church. Any person entitled to indemnification pursuant to this Article VIII is sometimes referred to as an "Indemnified Person."

8.03 Advance Payment. An Indemnified Person's right to indemnification conferred in this Article VIII shall include the right to be paid or reimbursed by the Church the reasonable expenses incurred by an Indemnified Person who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding; provided, however, that the payment of such expenses incurred by an Indemnified Person be conditioned on his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article VIII and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section or otherwise.

8.04 Indemnification of Employees and Agents. The Church may indemnify and advance expenses to an employee or agent of the Church to the same extent and subject to the same conditions under which it may indemnify and advance expenses to directors and officers under this Article VIII; and, the Church may indemnify and advance expenses to persons who are not or were not directors, officers employees or agents of the Church but who are or were serving at the request of the Church as a director, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefits plan or other enterprise against any liability asserted against such person and incurred by such person in such a capacity or arising out of such person's status as such a person to the same extent that it may indemnify and advance expenses to directors under this Article VIII.

8.05 Appearance as a Witness. Notwithstanding any other provision of this Article VIII, the Church may pay or reimburse expenses incurred by an Indemnified Person in connection with his or her appearance as a witness of other participation in a proceeding at a time when he or she is not named defendant or respondent in the proceeding.

8.06 Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article VIII shall not be exclusive of any other right which an Indemnified Person may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Corporation or the Bylaws of the Church, agreement, vote of disinterested directors or otherwise.

8.07 Insurance. The Church may purchase and maintain insurance, at its expense, to protect itself or an Indemnified Person, whether or not the Church would have the power to indemnify such person against such expense, liability or loss under this Article VIII.

8.08 Savings Clause. If this Article VIII, or any portion hereof, shall be invalidated on any ground by any court of competent jurisdiction, then the Church shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses

(including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal administrative or investigative to the full extent permitted by any applicable portion of this Article VIII that shall not have been invalidated and to the fullest extent permitted by applicable law.

8.09 Limitation on Indemnity. Notwithstanding any provision of the Article VIII to the contrary, the liability of the Church under this Article VIII is limited to the proceeds and benefits of insurance, if any, actually paid or received with respect to the matter or event giving rise to any proceeding which constitutes a basis for the indemnity provided for in this Article VIII; provide, the Vestry may, in the exercise of its sole discretion, waive or qualify this limitation in specific cases.

ARTICLE IX

AMENDMENTS

These bylaws may be altered, amended or repealed by the affirmative vote of majority of the church members in good standing at any Annual Parish Meeting or other parish meeting, if written notice is given of the meeting and notice of the proposed amendment is contained in the notice of such meeting; provided, no such application, amendment or repeal shall be effective unless and until the same has been approved in writing by the Bishop or the Ecclesiastical Authority, as the case may be, on a document evidencing such alteration, amendment, or repeal.

ARTICLE X

COMMITTEES

Subject to the provisions of these bylaws, and unless expressly stated below to the contrary:

The Vestry may, by resolution passed by a majority of the whole Vestry, designate one or more committees, each of which shall have such power and authority as shall be provided in said resolution or resolutions; provided that each committee shall report to the Vestry and no committee shall have any authority to act by or for the Church or the Vestry, except only the authority, if any, expressly delegated to it by these Bylaws or by resolution of the Vestry and such implied authority as is necessary and proper for the exercise of such express authority. Each committee shall keep regular minutes of its committee's proceedings or as soon thereafter as is practical. At all meetings of each committee the transaction of business, and the act of a majority of the members present at

any such committee meeting at which there is a quorum shall be the act of that committee, except as may be otherwise provided by law or the Articles of Incorporation of these Bylaws.

ARTICLE XI **CONFLICTS OF INTEREST POLICY**

11.01 The purpose of the conflicts of interest policy is to protect the Church's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or member of the Vestry of the Church or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable corporations.

11.02 Definitions.

(a) Interested Person. Any member of the Vestry, officer, or member of a committee with Vestry-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family (1) an ownership or investment interest in any entity with which the Church has a transaction or arrangement, or (2) a compensation arrangement with the Church or with any entity or individual with which the Church has a transaction or arrangement or, (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Church is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

11.03 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts relating thereto to the Vestry and members of committees with Vestry-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Vestry or other committee meeting while the financial interest is discussed and voted upon. The remaining Vestry or other committee members shall decide if a conflict of

interest exists.

(c) Procedures for Addressing the Conflict of Interest.

- (1) An interested person may make a presentation at the Vestry or other committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- (2) The Rector shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (3) After exercising due diligence, the Vestry or other committee shall determine whether the Church can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Vestry or other committee shall determine by majority vote of the disinterested members of the Vestry or other committee whether the transaction or arrangement is in the Church's best interest and for its own benefit and whether the transaction is fair and reasonable to the Church and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflicts of Interest Policy.

- (1) If the Vestry or other committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Vestry or other committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

11.04 The minutes of the Vestry and all committees with Vestry-delegated powers shall contain:

- (a)** Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Vestry's or other committee's decision as to whether a conflict of interest in fact existed; and
- (b)** Names of Persons Present. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

11.05 Compensation Committees. A voting member of the Vestry or any other committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Church for services is precluded from voting on matters pertaining to that member's compensation; provided, however, that no such person is prohibited from providing information for any committee regarding compensation.

11.06 Annual Statements. Each member of the Vestry, officer, and member of a committee with Vestry-delegated powers shall annually sign a statement which affirms that such person:

- (a)** Receipt. Has received a copy of the conflicts of interest policy;
- (b)** Read and Understands. Has read and understands the policy;

- (c) Agrees to Comply. Has agreed to comply with the policy; and
- (d) Tax Exemption. Understands that the Church is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

11.07 Periodic Reviews. To ensure that the Church operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Church may conduct periodic reviews.

CERTIFICATE OF CLERK

I hereby certify that these Bylaws were adopted by the Vestry of St. John's Episcopal Church, Austin, Texas, on the _____ day of _____, 2021.

Name:
Title:

APPROVAL OF THE BISHOP

Approved on the _____ day of _____, 2021.

The Right Reverend C. Andrew Doyle