

**By-Laws
Of
Purchase Area 4th Day Community, Inc.**

ARTICLE I. NAME

The name of this corporation is Purchase Area 4th Day Community Inc., doing business as Purchase Area Walk to Emmaus, Purchase Area Chrysalis and Purchase Area Face to Face. The registered office of corporation in the Commonwealth of Kentucky shall be at such address may be established from time to time by the Board of Directors. The Purchase Area 4th Day Community Inc., will hereinafter be referred to as the "Community".

The corporation shall have a principal office, and such offices, either within or without the Commonwealth of Kentucky, as the Board of Directors may designate or the business of the corporation may require from time to time. The principal office of the corporation may be, but need not to be, the same as its registered office.

ARTICLE II. PURPOSE

Section 1 The purpose of the Community shall be to inspire, challenge, and equip church members for Christian action in their homes, churches, places of work, and the world community through the Emmaus experience.

Section 2 The Community is affiliated with the International Emmaus Program of Upper Room Ministries, Nashville, TN.

ARTICLE III. MEMBERS

Section 1 All persons who have completed a weekend experience of the Purchase Area Walk to Emmaus, Purchase Area Chrysalis or Purchase Area Face to Face shall be members of the Community.

Section 2 Persons who have completed any Walk to Emmaus, Cursillo, Tres Dias, Great Banquet, Chrysalis or Face to Face methods may become members by participating in activities of the Community and requesting to be added to the Community notifications.

ARTICLE IV. BOARD OF DIRECTORS

Section 1 The affairs of this corporation shall be vested in and conducted by its Board of Directors consisting of nine (9) members from the Community.

Section 2 The Board of Directors shall consist of the following:

- a. Board Chair
- b. Chair Elect
- c. Past Chair
- d. Secretary
- e. 4th Day Spiritual Director
- f. Emmaus Community Lay Director
- g. Chrysalis Community Lay Director

- h. Face to Face Lay Director**
- i. Chairman, Team Selection Committee**

ARTICLE V. ELECTIONS AND TERMS

- Section 1** For calendar year 2019, the three Chair positions and the Secretary will be elected by the Community based upon a recommended slate from the current Purchase Area 4th Day Community Board of Directors. The Board Chair will be elected to a two-year initial term, The Chair Elect will be elected to a three-year term, and the Past Chair will be elected to a one-year initial term. Thereafter, the Board of Directors will on an annual basis appoint a Chair Elect and Secretary who shall serve a three-year term.
- Section 2** In order to be eligible to hold one of the chair positions, a Community member must have previously served as a Community Lay Director for one of the three ministry areas (Emmaus, Chrysalis and Face to Face).
- Section 3** The Chair Elect shall be appointed to a three-year term. In year one the Chair Elect shall become acquainted with the operations of the Community. In year two the Chair elect shall assume the office of Board Chair. In year three the Chair Elect shall serve as Past Chair. In the absence of the Board Chair or in the event of the Board Chair's death, inability or refusal to act, the Chair Elect shall perform the duties of the Board Chair, and when acting, shall have all the powers of and subject to all the restrictions upon the Board Chair. The Chair Elect shall perform such other duties as from time to time may be assigned to it by the Board Chair or by the Board of Directors.
- Section 4** The Board Chair shall be the chief executive officer of the corporation. The Board Chair shall preside at all meetings and, subject to the control of the Board of Directors, shall in general manage all of the business affairs of the corporation. The Board Chair shall further see that all orders and resolutions of the Board of Directors are carried into effect. In general, the Board Chair shall perform all duties as may be prescribed by the Board of Directors from time to time.
- Section 5** The Past Chair shall serve in an advisory role only, with no voting power.
- Section 6** The Secretary shall be appointed to a three-year term. The Secretary shall attend all meetings of the Board of Directors, report all the proceedings of the meetings of the corporation and of the Board of Directors and receive committee minutes and treasurer reports from the three ministry areas and distribute to the Governing Board. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board Chair or by the Board of Directors.
- Section 7** The Spiritual Director will be appointed by the Board of Directors, based upon nominations submitted by a committee consisting of the Spiritual Director, The Walk to Emmaus Community Spiritual Director, The Chrysalis Community Spiritual Director, and the Face to Face Community Spiritual Director, to such term as they deem appropriate, but not to exceed three years.

- Section 8** **The Emmaus Community Lay Director will be elected by the Emmaus Community to such term as they deem appropriate, but not to exceed three years.**
- Section 9** **The Chrysalis Community Lay Director will be elected by the Chrysalis Community to such term as they deem appropriate, but not to exceed three years.**
- Section 10** **The Face to Face Community Lay Director will be elected by the Face to Face Community to such term as they deem appropriate, but not to exceed three years.**
- Section 11** **The Team Selection Committee Chairman will be elected by the Board of Directors, based upon nominations received from the Team Selection Committee, to such term as they deem appropriate, but not to exceed three years.**
- Section 12** **If any member misses three (3) consecutive Board meetings with no communication to the Board Chair, or resigns, they may be removed from the Board without further notification and a successor appointed by the Board.**

ARTICLE VI. MEETINGS

- Section 1** **The Board shall meet quarterly in regular meetings unless otherwise ordered by (2/3) vote of the Board in a regular meeting.**
- Section 2** **Five (5) members of the Board of Directors present at a duly called meeting shall constitute a quorum.**
- Section 3** **Special Board Meeting may be called by the Board Chair or when so requested by 3 members.**

ARTICLE VII. COMMITTEES

- Section 1** **The Board shall operate and perform its functions with a committee system.**
- Section 2** **There will be four (4) standing committees: Walk to Emmaus, Chrysalis, Face to Face and Team Selection.**

ARTICLE VIII. WALK TO EMMAUS COMMITTEE

- Section 1** **Walk to Emmaus is a standing committee of Purchase Area 4th Day Community, Inc.**
- Section 2** **The Board of Directors shall have general oversight in all matters relating to the Walk to Emmaus.**
- Section 3** **The Walk to Emmaus Committee shall consist of the following who shall be elected by the members of the Walk to Emmaus Community to such terms as they deem appropriate, but not to exceed three years:**
- a. Emmaus Community Lay Director**
 - b. Emmaus Community Spiritual Director**
 - c. Secretary**
 - d. Treasurer**

- e. Agape
- f. Outreach/Communications
- g. Transportation
- h. Kitchen
- i. Literature
- j. Gatherings
- k. Music

Section 4 The Walk to Emmaus Community Lay Director shall sit on the Board of Directors.

Section 5 The Walk to Emmaus Committee shall choose a Lay Director for each Walk.

Section 6 The Emmaus Community Spiritual Director shall select the Spiritual Director for each Walk with the approval of the Walk to Emmaus Committee.

Section 7 The Walk to Emmaus Committee shall establish a Team Selection Committee. The Team Selection Committee shall consist of a chair, the Walk to Emmaus Community Spiritual Director and three (3) members of the Emmaus Community who have broad awareness of the community membership and a solid understanding of team needs. Community members are appointed by the Walk to Emmaus Committee to a term not to exceed three years. The chair of the Walk to Emmaus Team Selection Committee shall serve on the Team Selection Committee established in Section XI.

Section 8 If any member misses three (3) consecutive committee meetings with no communication to the Community Lay Director, or resigns, they may be removed from the committee without further notification and a successor appointed by the committee.

ARTICLE IX. CHRYSALIS COMMITTEE

Section 1 Chrysalis is a standing committee of Purchase Area 4th Day Community, Inc.

Section 2 The Board of Directors shall have general oversight in all matters relating to Chrysalis.

Section 3 The Chrysalis Committee shall consist of the following who shall be elected by the members of the Chrysalis Community to such terms as they deem appropriate, but not to exceed three years:

- a. Chrysalis Lay Director
- b. Chrysalis Spiritual Director
- c. Registrar
- d. Secretary
- e. Treasurer
- f. Agape
- g. Logistics
- h. Kitchen
- i. Setup/cleanup
- j. Rush
- k. Music

Section 4 The Chrysalis Community Lay Director shall sit on the Board of Directors.

- Section 5** **The Chrysalis Committee shall choose a Lay Director for each Flight.**
- Section 6** **The Chrysalis Community Spiritual Director shall select the Spiritual Director for each Flight with the approval of the Chrysalis Committee.**
- Section 7** **The Chrysalis Committee shall establish a Team Selection Committee. The Team Selection Committee shall consist of a chair, the Chrysalis Community Spiritual Director and three (3) members of the Chrysalis Community who have broad awareness of the community membership and a solid understanding of team needs. Community members are appointed by the Chrysalis Committee to a term not to exceed three years. The chair of the Chrysalis Team Selection Committee shall serve on the Team Selection Committee established in Section XI.**
- Section 8** **If any member misses three (3) consecutive committee meetings with no communication to the Community Lay Director, or resigns, they may be removed from the committee without further notification and a successor appointed by the committee.**

ARTICLE X. FACE TO FACE COMMITTEE

- Section 1** **Face to Face is a standing committee of Purchase Area 4th Day Community, Inc.**
- Section 2** **The Board of Directors shall have general oversight in all matters relating to Face to Face.**
- Section 3** **The Face to Face Committee shall consist of the following who shall be elected by the members of the Face to Face Community to such terms as they deem appropriate, but not to exceed three years:**
- a. Face to Face Committee Chair**
 - b. Face to Face Committee Chair in Training**
 - c. Face to Face Spiritual Director**
 - d. Registrar**
 - e. Agape**
 - f. Literature**
 - g. Team Selection Committee Chair**
 - h. At large members**
- Section 4** **The Face to Face Community Committee Chair shall sit on the Board of Directors.**
- Section 5** **The Face to Face Committee shall choose a Head Coach for each Encounter.**
- Section 6** **The Face to Face Community Spiritual Director shall select the Spiritual Director for each Encounter with the approval of the Face to Face Committee.**
- Section 7** **The Face to Face Committee shall establish a Team Selection Committee. The Team Selection Committee shall consist of a chair, the Face to Face Community Spiritual Director and three (3) t members of the Face to Face Community who have broad awareness of the community membership and a solid understanding of team needs. Community members are appointed by the Face to Face Committee to a term not to exceed three years. The chair of the Face to Face Team Selection Committee shall serve on the Team Selection Committee established in Section XI.**

Section 8 If any member misses three (3) consecutive committee meetings with no communication to the Community Lay Director, or resigns, they may be removed from the committee without further notification and a successor appointed by the committee.

ARTICLE XI. TEAM SELECTION COMMITTEE

Section 1 The Team Selection Committee is a standing committee of Purchase Area 4th Day Community, Inc.

Section 2 The Board of Directors shall have general oversight in all matters relating to the Team Selection Committee.

Section 3 The Team Selection Committee shall consist of the following who shall serve terms not to exceed three years:

- a. Emmaus Community Team Selection Chair
- b. Chrysalis Community Team Selection Chair
- c. Face to Face Community Team Selection Chair
- d. 4th Day Spiritual Director
- e. Team Selection Committee Chair

Section 4 The Team Selection Committee chair shall sit on the Board of Directors.

Section 5 The Team Selection Committee shall oversee the work of the Team Selection Committees for The Walk to Emmaus Community, the Chrysalis Community, and the Face to Face Community.

ARTICLE XII. AMENDMENTS

Section 1 Proposed amendments may be presented to the Board by any member of the Community one (1) month in advance of consideration by the board.

Section 2 If the amendments are voted in the affirmative by a three-fourths (3/4) vote of the Board, they will be circulated to the membership, and if no petitions signed by at least twenty-five (25) community members objecting to the new amendments are received, the amendments will be considered adopted. Any objections must be received within thirty (30) days of the sending of the notification. If an objection petition is received, the amendment will be considered void.

Section 3 If the Board then wishes to submit a properly objected to amendment to the entire Community for a vote, it may do so. A majority or plurality of votes cast by the membership will decide the matter.

Article XIII. INDEMNIFICATION

Each person who is or was a member, director, trustee, or officer of the corporation, whether elected or appointed, and each person who is or was serving at the request of the corporation as a member, director, trustee, or officer of another corporation and each team member of any Walk and the member of any committee, whether elected or appointed, including the heirs, executors, administrators, or estate of any such person, shall be indemnified by the corporation to the full amount against any liability, and the reasonable cost or expense (including attorney fees, monetary or other judgments, fines, excise taxes, or penalties and amount paid or to be paid in settlement) incurred by such person in such person's capacity as a member,

director, trustee, officer or employee or arising out of such person's status as a member, director, trustee, team member or committee member, or officer, or employee: provided, however, no such person shall be indemnified against any such liability, cost, or expense incurred in connection with any action, suit, or proceeding in which such person shall have been adjudged to have intentionally or willfully and wantonly or with gross negligence have wrongfully acted or conducted themselves or have been adjudged liable on the basis that personal benefit was improperly received by such person, or if such indemnification would be prohibited by law. Such right of indemnification shall be a contract right and shall include the right to be paid by the corporation the reasonable expenses incurred in defending any threatened or pending action, suit, or proceeding in advance of its final disposition: provided, however, that such advance payments of expenses shall be made only after delivery to the corporation of an undertaking by or on behalf of such person to repay all amounts so advanced if it shall be determined that such person is not entitled to such indemnification and further provided that no advance payment shall be made in the event that the conduct involved is alleged to be intentional, willful, wanton, or grossly negligent. Any repeal or modifications of this article shall not affect any rights or obligations then existing. If any indemnification payment required by this article is not paid by the corporation within 90 days after a written claim has been received by the corporation, the member, director, trustee, officer, or employee may at any time thereafter bring suit against the corporation to recover the unpaid amount and, if successful in whole or in part, such person shall be entitled to be paid also, the expense of prosecuting such claim. The corporation may maintain insurance, at its own expense, to protect itself and any such person against any such liability, cost, or expense, whether or not the corporation would have the power to indemnify such person against such liability, cost, or expense under the Kentucky Nonprofit Corporation Acts or under this article, but it shall not be obligated to do so. The indemnification provided by this article shall not be deemed exclusive of any other rights which those seeking indemnification may have or hereafter acquire under any bylaw, agreement, statute, vote of members or board of directors, or otherwise. If this article or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each such person to the full extent permitted by any applicable portion of this article that shall not have been invalidated or by any other applicable law.