

Bylaws of Quest Church

Article I: Purpose

Section 1. Quest Church is a nonprofit corporation organized exclusively for religious purposes. The purposes for which Quest Church is formed include, but are not limited to:

- a) To promote the worship of the Holy Trinity, to preach the pure Word of God, to uphold the rich tradition of sacramental practice, to maintain Christian fellowship, to foster the edification of believers, and to welcome and advance the work of the Kingdom of God on earth.
- b) To be obedient to our Lord Jesus Christ's command to "Go and make disciples of all nations, baptizing them in the name of the Father, and of the Son, and of the Holy Spirit, and teaching them to obey everything I [Jesus] have commanded you" (Matthew 28:19-20).
- c) To support disciples of Jesus Christ by proclaiming the good news of salvation through faith in our Lord Jesus Christ, and by exemplifying Jesus' command to love God and neighbor, by any suitable method or media, which includes but is not limited to the following:
 - 1) Connecting disciples who worship Jesus Christ, by using personal evangelism, television and radio, the internet, conventions, preaching, teaching, missions, and other Christian methods;
 - 2) Assisting and furthering the proclamation of Scriptural Christianity through printed and digital material, by providing speakers, mentoring, or coaching, and by other instructional and educational programs which may be deemed necessary or convenient in effecting the above purposes; and
 - 3) Establishing new programs of outreach and ministry, and the strengthening and partnering with existing programs and organizations that have a similar purpose and dedication to presenting Christ as Savior and Lord.
- d) To explore and promote the full ministry of the good and life-giving Holy Spirit throughout the life and work of the church, not least in the entire sanctification of Christian disciples;
- e) To engage in spiritual work and services based upon the authority of the Holy Bible.
- f) Additional general purposes and powers are:
 - 1) To solicit, collect, receive, acquire, hold, and invest money and property, both real and personal, including money and property received by gift, contribution, bequest, or devise; to sell and convert property, both real and personal, into cash, and to use the funds of Quest Church and the proceeds, income, rents,

issues, and projects derived from any property of the Church for any of the purposes for which the Church is formed;

- 2) To purchase, acquire, own, hold, sell, lease, assign, transfer, dispose of, mortgage, pledge, hypothecate, or encumber, shares, bonds, notes, debentures, or other securities or evidence of indebtedness of any person, firm, corporation, or association and, while the owner or holder of them, to exercise all rights, powers, and privileges of ownership;
- 3) To purchase or acquire, own, hold, use, lease (either as lessor or lessee), sell, exchange, assign, convey, dispose of, mortgage, hypothecate, or encumber real and personal property;
- 4) To enter into, make, perform, and carry out contracts of every kind for any lawful purpose without limit on amount, with any person, firm, association or corporation, municipality, county, parish, state, territory, government, or other municipal or governmental subdivision;
- 5) To borrow money, incur indebtedness, and to secure repayment by mortgage, pledge, deed of trust, or other hypothecation of property, both real and personal; and
- 6) To do all things necessary, expedient, or appropriate to the accomplishment of any of the objects and purposes for which this corporation is formed.
- 7) That the undersigned wish to avail themselves of the provisions of the Georgia Business

Section 2. Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of Quest Church. No part of the earnings of Quest Church shall ever inure to or for the benefit of or be distributable to its members, Council Members, officers, or other private persons, except that Quest Church shall be empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes for which it was formed.

- a) Notwithstanding any other provisions of these Bylaws, Quest Church shall not carry on any other activities not permitted to be carried on (a) by an association exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or any corresponding or successor provision of any United States Internal Revenue Law), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or any corresponding or successor provision of any United States Internal Revenue Law).
- b) In the event of any dissolution of the corporation or the winding up of its affairs, or other liquidation of its assets, the corporation's property shall not be conveyed to any organization created or operated for profit or to any individual for less than

the fair market value of such property, and all assets remaining after the payment of the corporation's debts shall be conveyed or distributed as the Council of Directors shall determine, only to an organization or organizations created and operated for nonprofit purposes similar to those of the corporation, and within the intent of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law); provided, that any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the corporation is located, exclusively for such purposes or to such organizations as said Court shall determine are organized and operated exclusively for such purposes.

Section 3 *Statement on Biblical Authority, Statement of Faith, & Statement of Moral Principles.* These statements shall be identical to those adopted by Quest Church in its Faith and Practice Document.

Article II: Governing Body – Leadership Council
(Acting as Leadership Council)

Section 1 *Number, Qualifications and Authority:* The governing authority of this corporation shall reside in a Leadership Council, (hereinafter the “Council”), consisting of not less than three (3) Council Members and no more than twelve (12) Council Members. Council Members will be nominated by senior staff and voted and approved by the Leadership Council. The Council Members shall consist of lay members and the Senior Staff and designated staff positions.

Section 2 *Election and Term of Office:*

- a) Council Members serve as follows: three shall serve for three (3) years, three shall serve for two (2) years and three shall serve for one (1) year. Thereafter, Council Members shall be elected by the current Council at its annual meeting each year, as terms expire. Committee chairpersons shall be members of the Leadership Council, but other members may be approved with the agreement of the pastor and majority of the current Council. Each Council Member shall serve a term of three (3) years. A one (1) year extension may be granted up to two (2) times for a total of five (5) years total. Prior to or in conjunction with installation, newly elected Members of the Leadership Council shall affirm their acceptance of the purpose, principles, and mission statement of Quest Church. Once a previous Council Member has been off Council for a minimum of one year, he or she is eligible for nomination again.
- b) Any member of the Leadership Council may be removed from office, for any reason, by a two-thirds vote of the Council at a regular or special meeting of the Leadership Council. Two unexcused absences from Council meetings within a one-year period shall be grounds for the removal.

Section 3 *Vacancies:* Vacancies on the Leadership Council shall be filled for the remainder of the unexpired term by majority vote of the remaining Council Members at their next official meeting which fulfills the requirements for quorum.

- Section 4** *Removal from Office:* Removal of a member of the Leadership Council shall require two-thirds vote of the Council.
- Section 5** *Regular Meetings:* The Council shall hold regular meetings of which time and place shall be determined by the Council.
- Section 6** *Annual Meeting:* The Council shall hold its annual meeting in the last quarter of each year, with ten (10) days prior notice be given to the Council Members by the Secretary, and at such time and place may be determined by the Leadership Council. At this time, new members of the Council shall be voted on and then installed in January of the following year.
- Section 7** *Special Meetings:* Special meetings of the Leadership Council may be called by at the discretion of the Lead Pastor, Chairperson, or two (2) Council Members. Special votes may be called via email should issues arise in between scheduled meetings.
- Section 8** *Quorum:* At all meetings of the Leadership Council, the presence of a majority of Council Members shall constitute a quorum for the conduct of business, and the acts of majority of Council Members present at such meetings shall be the acts of the entire Council, except where a larger number is required by law, the Articles of Incorporation, or by these Bylaws.
- Section 9** *Action By Non-Unanimous Consent Without Meeting:* Unless otherwise restricted by law, any action required or permitted to be taken at any meeting of the Leadership Council may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of trustees or members of a committee of the Leadership Council as would be necessary to take that action at a meeting at which all of the trustees or members of a committee of the Leadership Council were present and voted. Such written consent shall bear the date of the signature of each trustee or committee member who signs the consent, and such written consent shall not be effective unless, within sixty (60) days after the date of the earliest dated consent, a consent or consents signed by the required number of members, trustees or committee members is delivered to the Church. Delivery shall be by hand or certified or registered mail, return receipt requested. Prompt notice of the taking of any action by trustees or committee members without a meeting by less than unanimous written consent shall be given to all trustees or committee members who did not consent in writing to the action.

Article III: Officers

- Section 1** *Election and Term of Office:* The Leadership Council shall choose from their own number, at the annual meeting to be held in October each year, officers who shall include: President, Secretary and Treasurer. Term of office for each elected person shall be one (1) year, commencing January 1st and concluding December 31st each year.
- Section 2** *Duties of the President:*
- a) Conduct meetings of the Leadership Council;

- b) Appoint committees with the approval of the Council;

Section 3 *Duties of the Secretary:*

- a) Record and keep the minutes of all meetings of the Leadership Council;
- b) Be responsible for all correspondence except as otherwise prescribed by the Leadership Council; and
- c) Perform any other duties and functions customarily pertaining to this office or as prescribed by the Leadership Council.

Section 4 *Duties of the Treasurer:*

- a) Oversee an account of all transactions as Treasurer and of the financial condition of the corporation whenever necessary;
- b) Work in cooperation with the Director of Finance of staff at Quest Church, and;
- c) Oversee any and all records required of a non-profit charitable organization by the Internal Revenue Service to allow donors to deduct donations from their taxable income.

Article IV: Fiscal Year

Section 1 *Fiscal Year:* The fiscal year of this corporation shall begin on the first day of January and end on the last day of December of each year.

Article V: Amendments

Section 1 *Amendments:* An amendment to these Bylaws may be proposed by any member of the Leadership Council. Such amendment shall be proposed in writing to the Council Secretary, so that the Council Members are notified at least ten (10) days prior to the next regular or special Council meeting. Amendments may be adopted by an affirmative vote of two-thirds of the entire Leadership Council. This may include proxy votes by way of written vote, electronic vote (i.e., email), or oral vote by telephone to any officer of the Council. Said proxy vote shall then be delivered to the Council.

Article VI: Indemnification

Section 1 *Definitions:* For purposes of this Article, the following terms shall have the following meanings:

- a) *Liabilities and Expenses* shall mean monetary obligations incurred by or on behalf of a Council Member or an officer in connection with the investigation, defense, or appeal of a Proceeding (as defined below) or in satisfying a claim there under and shall include but not limited to attorneys' fees; amounts of judgments, fines, or penalties; and amounts paid in settlement by or on behalf of a Council Member or officer.
- b) *Other Enterprise* shall mean any corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not, for which a Council Member or officer is or was serving, at the request of the Corporation, as a Council Member, officer, partner, trustee, employee, or agent.

- c) *Proceeding*, shall mean any claim, action, suit, or proceeding (whether brought by or in the right of the Corporation or Other Enterprise or otherwise), civil, criminal, administrative, or investigative, whether formal or informal, and whether actual or threatened or in connection with an appeal relating thereto, in which a Council Member or officer may become involved, as a party or otherwise (i) by reason of being or having been a Council Member or officer of the Corporation (and, if applicable, an employee or agent of the Corporation) or a Council Member, officer, partner, trustee, employee, or agent of an Other Enterprise or arising out of his or her status as such or (ii) by reason of any past or future action taken or not taken by a Council Member or officer in any such capacity, whether or not he or she continues to be such at the time he or she incurs Liabilities and Expenses on account of the Proceeding.

Section 2

Indemnification: If a Council Member or Officer is made a party to or threatened to be made a party to any Proceeding, the Corporation shall indemnify the Council Member or Officer against Liabilities and Expenses incurred by him or her in connection with such Proceeding in the following circumstances:

- a) If a Council Member or Officer has been wholly successful on the merits or otherwise with respect to any such Proceeding, he or she shall be entitled to indemnification for Liabilities and Expenses as a matter of right.
- b) In all other situations, a Council Member or Officer shall be entitled to indemnification for Liabilities and Expenses as a matter of right unless, with respect to any action or failure to act by the Council Member or officer that is at issue in such Proceeding, such action or failure to act constituted willful misconduct or recklessness. To be entitled to indemnification pursuant to this Section, the Council Member or Officer must notify the Corporation of the commencement of the Proceeding in accordance with Section 5 of this Article and request indemnification. A review of the request for indemnification and the facts and circumstances underlying the Proceeding shall be made pursuant to one of the following procedures:
 - 1) by the Council, by a majority vote from among the Members who are not parties to, or who have been wholly successful with respect to, such Proceeding;
 - 2) if such quorum cannot be obtained under Section 2(b)(1) above, by a majority vote of a committee duly designated by the Chairperson (in the designation of which, Council Members who are parties to such Proceeding may participate), consisting solely of two or more members who are not parties to, or who have been wholly successful with respect to, such Proceeding; or
 - 3) by independent legal counsel selected by a majority vote from among the Council Members who are not parties to, or who have been wholly successful with respect to, such Proceeding.

Any determination made in accordance with the above procedures shall be binding on the Corporation.

- c) If several claims, issues, or matters of action are involved, a Council Member or officer may be entitled to indemnification as to some matters even though he or she is not entitled to indemnification as to other matters.

Section 3 *Prepaid Liabilities and Expenses:* The Liabilities and Expenses that are incurred or are payable by a Council Member or Officer in connection with any Proceeding shall be paid by the Corporation in advance, with the understanding and agreement between such Council Member or Officer and the Corporation that, in the event it shall ultimately be determined as provided herein that the Council Member or Officer was not entitled to be indemnified or was not entitled to be fully indemnified, the Council Member or officer shall repay to the Corporation such amount, or the appropriate portion thereof, so paid or advanced.

Section 4 *Exceptions to Indemnification:* Notwithstanding any other provisions of this Article to the contrary, the Corporation shall not indemnify a Council Member or Officer for any Liabilities and Expenses for which payment is actually made to or on behalf of a Council Member or officer under an insurance policy, except in respect to any excess beyond the amount of payment under such insurance policy.

Section 5 *Notification and Defense of Proceeding:* Promptly after receipt by a Council Member or officer of notice of the commencement of any Proceeding, the Council Member or officer will, if a request for indemnification in respect thereof is to be made against the Corporation under this Section, notify the Corporation of the commencement thereof; but the failure to so notify the Corporation will not relieve it from obligation that it may have to the Council Member or officer under this Section or otherwise. With respect to any such Proceeding as to which the Council Member or officer notifies the Corporation of the commencement thereof;

- a) The Corporation will be entitled to participate therein at its own expense; and
- b) Except as otherwise provided below, to the extent that it may so desire, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the Council Member or officer. After notice from the Corporation to the Council Member or officer of its election to assume the defense of the Council Member or officer in the Proceeding, the Corporation will not be liable to the Council Member or officer under this Section for any legal or other Expenses subsequently incurred by the Council Member or officer in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. The Council Member or officer shall have the right to employ counsel in such Proceeding, but the Expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Council Member or officer unless:
 - 1) The employment of counsel by the Council Member or officer has been authorized by the Corporation;

- 2) The Council Member or officer shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Council Member or officer in the conduct of the defense of such Proceeding; or
 - 3) The Corporation shall not, in fact, have employed counsel to assume the defense of such Proceeding in each of which cases the Expenses of counsel employed by the Council Member or officer shall be paid by the Corporation. The Corporation shall not be entitled to assume the defense of any Proceeding brought by or in the right of the Corporation or was to which the Council Member or officer shall have made the conclusion provided for in Section 5(b)(2) above.
- c) The Corporation shall not be liable to indemnify a Council Member or officer under this Article VI for any amounts paid in settlement of any Proceeding without the Corporation's prior written consent. The Corporation shall not settle any action or claim in any manner that would impose any penalty or limitation on a Council Member or officer without the Council Member's or officer's prior written consent. Neither the Corporation nor a Council Member's or officer will unreasonably withhold its or his or her consent to any proposed settlement.

Section 6 *Other Rights and Remedies:* The rights of indemnification provided under this Article VI are not exhaustive and shall be in addition to any rights to which a Council Member or officer may otherwise be entitled by contract or as a matter of law. Irrespective of the provisions of this Article VI, the Corporation may, at any time and from time to time, indemnify Council Members, officers, employees, and other persons to the full extent permitted by law, whether with regard to past or future matters.

Section 7 *Continuation of Indemnity:* All obligations of the Corporation under this Section shall survive the termination of a Council Member's or officer's service in any capacity covered by this Article VI.

Section 8 *Insurance:* The Corporation may purchase and maintain insurance on behalf of any Council Member, officer, or other person or any person who is or was serving at the request of the Corporation as a Council Member, officer, employee, or agent of an Other Enterprise against liability asserted against such person and incurred by such person in any capacity or arising out of his and her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of applicable statutes, this Article, or otherwise.

Section 9 *Benefit:* The provisions of this Article VI shall inure to the benefit of each Council Member or officer and his or her respective heirs, personal representatives, and assigns and the Corporation, its successors, and assigns.

Section 10 *Severability:* In case any one or more of the provisions contained in this Article VI shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Article VI, but this Article VI shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.

Article VII: Parliamentary Authority

Section 1 *Parliamentary Procedures:* The parliamentary procedure of this corporation shall be governed by the current edition of Robert's Rules of Order.

Article VIII: Dissolution

Section 1 *Dissolution:* The corporation shall be dissolved (i) through the authorization by a vote of two-thirds of the members of the corporation voting at a meeting of members to consider dissolution, or (ii) upon an order of judicial dissolution in accordance with the Georgia Business Corporation Code, Sec. 14-3-101 et. seq. Upon dissolution of the corporation by the members, one liquidator selected by the members shall settle the corporation's affairs in accordance with Georgia Business Corporation Code, Sec. 14-3-101 et. seq. In the event Quest Church, shall cease, terminate, discontinue doing business, or abandon its principal function for any and all reasons, the assets and property of the Corporation shall be given to another organization recognized as tax exempt from the Federal income tax as a 501(c)(3) organization, and shares the same purposes, principles and mission statement of Quest Church.

Section 2 *Prohibited Dissolution:* No part of the earnings of Quest Church shall inure to the benefit of, or be distributable to, its members, officers, Council Members, or any person except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in the furtherance of the corporation. Notwithstanding any other provisions of the Articles of Incorporation or these Bylaws of the corporation, the corporation shall not carry on any activity not permitted to be carried on:

- a) by a corporation exempt from Federal Income Tax, under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or by the corresponding section of any future Revenue Code of the United States of America); or
- b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding section of any future United States Revenue Law).

Article IX: The Ownership of Property

Section 1. The ownership of all real and personal property, moveable, or immovable, now owned or hereafter by Quest Church shall be held by the Church in its corporate name. The term "ownership," within this article contemplates both legal and beneficial interest in the land and does not concede a trust in favor of any party. The Leadership Council shall have the supervision, oversight, and care of all property. No other entity, denomination, or affiliated party that the Church may later join shall have any ownership interest in the Church Property.

Article X: Conflict of Interest

Section 1 *Purpose:* The purpose of the conflict of interest policy is to protect this tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Council Member of Quest 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 conflict of interest applicable to nonprofit and charitable organizations.

Section 2 *Definitions:* For purposes of this Article, the following terms shall have the following meanings:

- a) *Interested Person.* Any Council Member, principal officer, or member of a committee with governing Council 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 corporation has a transaction or arrangement; or
 - 2) A compensation arrangement with the corporation or with any entity or individual with which the corporation 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 corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
 - 4) A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing Council or committee decides that a conflict of interest exists.

Section 3 *Procedures:*

- a) *Duty to Disclose.* In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Council Members and considering the proposed transaction or arrangement.
- b) *Determining Whether a Conflict of Interest Exists.* After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Council meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Council 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 Council meeting, but after the presentation, he/she shall leave the meeting during the discussion

of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

- 2) The chairperson of the Leadership Council shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- 3) After exercising due diligence, the Leadership Council shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement 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 possible under circumstances not producing a conflict of interest, the Leadership Council shall determine by a majority vote of the disinterested Council Members whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

d) Violations of the Conflicts of Interest Policy

- 1) If the Leadership Council has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the members of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- 2) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Leadership Council or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4 *Records of Proceedings:*

- a. The minutes of the Leadership Council shall contain 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 with the proceedings.

Section 5 *Compensation*

- a) A Council Member who receives compensation, directly or indirectly, from the corporation for service is precluded from voting on matters pertaining to that member's compensation.

- b) A Council Member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

Section 6 *Annual Statements:* Each Council Member, principal officer, and member of a committee with governing Council delegated powers shall annually sign a statement which affirms such person:

- a) Has received a copy of the conflicts of interest policy,
- b) Understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7 *Periodic Reviews:* To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining;
- b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8 *Use of Outside Experts:* When conducting the periodic reviews as provided for in Section 7, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing Council of its responsibility for ensuring periodic reviews are conducted.

Article XI: Order of Business

Section 1 *Order of Business:* The order of business at each meeting of the corporation, unless otherwise amended by affirmative, majority vote of all members present, shall be as follows:

- a) Call to order by Chairperson
- b) Roll call of all members of the Leadership Council
- c) Minutes of last meeting

- d) Committee reports
- e) Old Business
- f) New Business
- g) Adjournment