

ALL SAINTS' MEMORIAL CHURCH BY-LAWS
A Parish in the Episcopal Diocese of Rhode Island
Providence, Rhode Island

As amended over the years, including revisions approved at the 1972 Parish Meeting, beginning with the original Constitution and by-laws adopted at a Parish Meeting, February 10, 1858 when the parish was named St. Andrew's Church.

ARTICLE I

TITLE

This corporation shall be known as All Saints' Memorial Church (the "Parish"). The Parish is incorporated as a nonprofit religious corporation in the State of Rhode Island pursuant to An Act for the Incorporation of Parishes as adopted April 10, 1883 and as subsequently amended.

ARTICLE II

MEMBER OF THE EPISCOPAL DIOCESE OF RHODE ISLAND

This Parish is a constituent member of The Episcopal Diocese of Rhode Island (the "Diocese"), and is organized for the worship of God in accordance with the doctrine, discipline, worship and liturgy of The Episcopal Church (the "Church"). This Parish acknowledges that it is subject to the laws and the ecclesiastical authority of the Church and the Diocese.

ARTICLE III

THE PARISH

Section 1. Membership. The members of the Parish shall be all persons who have received the Sacrament of Holy Baptism with water in the name of the Father and of the Son and the Holy Spirit, and whose baptism has been recorded in the Parish register. All persons confirmed or received into The Episcopal Church whose confirmation or reception is duly recorded in the Parish register are also members of the Parish. The voting members of the Parish shall be all communicants 16+ years of age in good standing whose names shall be registered on the Parish register for six months preceding a meeting. Each member shall be limited to one (1) vote. Voting by Proxy or absentee ballot is prohibited.

Section 2. Place of Meetings. The annual meeting and all special meetings of the members shall be held at All Saints' Memorial Church, within the State of Rhode Island, as shall be stated, along with time and date, in the notice of meeting.

Section 3. Presiding officer. The Rector shall preside at all meetings of the Parish, or in his/her absence, one of the Wardens or some member of the Parish chosen by the members present at such meeting.

Section 4. Annual Meetings. An annual meeting shall be held at All Saints' Memorial Church in January of every year. At each annual meeting, the members will elect a vestry and the officers of the Parish and will transact such other business as may properly come before the meeting. Nominations for election to the vestry, including officers, and proposals to be acted upon at the meeting must be submitted to the clerk in writing at least seven (7) days before the meeting. In the event of the failure to hold an annual meeting at any time or for any cause, any and all business which might have been transacted at that annual meeting may be transacted at the next succeeding meeting, whether special or annual.

Upon the written request of any fifteen (15) members who are qualified to vote made at least ten (10) days prior to an annual meeting the Rector, priest in charge, or a warden shall, within five (5) days after receipt of such request, post in a conspicuous place on the Parish premises a certified list of the qualified electors. If requested, said list shall be retained with the election records kept by the clerk.

Section 5. Special Meetings. A special meeting of the members, for any purpose or purposes, may be called by the Rector, by the wardens or by the vestry. Any such call shall state the purpose or purposes of the proposed meeting.

Section 6. Notice of Meetings. Written notice of each annual or special meeting stating the place, day and hour of the meeting (and the purpose or purposes of any special meeting) will be given by or at the direction of the Rector at least 20 days and not more than 45 days before the time of meeting unless the Rector (when there is one) or one of the wardens, and a majority of the vestry, think it expedient to call a meeting upon shorter notice. Business transacted at any special meeting of members will be limited to the purposes stated in the notice of the meeting. Results of meetings shall be posted in a conspicuous place on the Parish premises within seven (7) days of the meeting.

Section 7. Quorum. Eight members of the Parish qualified to vote shall be necessary to constitute a quorum of that body. When a quorum is present at any meeting, the vote of the holders of a majority of the votes entitled to be cast will decide any question brought before such meeting, unless the vote of a greater number is required by law.

Section 8. Delegates to Convention. At each annual meeting, the members shall elect delegates and alternates to the Convention of the Diocese in accordance with the Canons of the Diocese. Delegates and alternates shall continue in office until their successors are elected. Any vacancy occurring in a delegation between annual meetings may be filled by election by the vestry. Each delegate and alternate shall be a member of the Parish.

Section 9. Results of Elections. Results of elections for wardens, members of the vestry, delegates to Convention, their alternates, the treasurer, and clerk shall be forwarded to the Bishop within 15 days of the election.

ARTICLE IV

VESTRY

Section 1. Powers. The vestry shall be the Board of Directors of the Parish and shall manage the temporal activities and affairs of the Parish, subject to the laws of Rhode Island, the Articles of Incorporation, and the bylaws of the Parish. The vestry may delegate its management of temporal corporate activity so long as the Parish's activities, affairs and power's remain under the ultimate direction of the vestry. It shall elect a Rector whenever a vacancy shall occur in the Rectorship, also an Organist and a Sexton. It shall have power to fill vacancies which may occur in its own number. The vestry shall appoint a committee to audit the accounts of the Parish.

Section 2. Number. The number of members of the vestry shall be twelve, as determined by the vestry and which number will include the Rector, wardens, secretary, treasurer, finance chair, and six vestry members.

Section 3. Election and Term. All members of the vestry shall be baptized persons, all of whom shall be communicants in good standing registered in the Parish. Except for the officers, one-third of the vestry will be elected at each annual meeting of the Parish for a term of three years to serve until the next annual meeting and thereafter until his or her successor will have been elected and will have qualified (unless there will be no successor as a result of a decrease in the number of the vestry). A member of the vestry, other than an officer, may serve two successive terms, but then one year must pass before he or she is again eligible to serve. Except for the Rector, any or all of the members of the vestry may be removed with or without cause by vote of the members.

Section 4. Meetings. The vestry will meet no less than six times each year, and may hold meetings, both regular and special, either within or without the State of Rhode Island. Regular meetings of the vestry may be held without notice at such time and at such place as will from time to time be determined by the vestry. Special meeting of the vestry may be called by the Rector on two days' notice to each vestry member, either personally or by mail or by email. Meetings of the vestry may be held by means of a telephone conference call. Any member who has four unexcused meetings in a year will be subject to removal by vote of the vestry. All meetings of both Parish and vestry shall be opened with prayer.

Section 5. Vacancies. Any vacancy occurring on the vestry may be filled by the affirmative vote of a majority of the remaining members of the vestry. A member elected to fill a vacancy will be elected for the unexpired term of his or her predecessor in office.

Section 6. Quorum. At all meetings of the vestry a majority of members of the vestry will constitute a quorum for the transaction of business, and the act of a majority of the members present at a meeting at which a quorum is present will be the act of the vestry, unless the act of a greater number is required by the Rhode Island non-profit corporation act or by the articles of incorporation. No action shall be taken at a vestry meeting in the absence of the Rector or a warden.

Section 7. Consent Vote. Any action required or permitted to be taken at a meeting of the vestry may be taken without a meeting if a letter of consent, setting forth the action so taken, will be signed by all members of the vestry.

ARTICLE V

MINISTERS

Section 1. Vacancies. When the position of Rector becomes vacant in the Parish, the wardens shall promptly notify and consult with the Bishop of the Diocese with respect to the appointment of an interim minister for the maintenance of divine services and the pastoral care of the congregation. The vestry shall also consult with the Bishop with respect to the procedure to be followed in the selection and call of a new Rector.

Section 2. Election of the Rector. The election of a rector shall require the approval of the Bishop and an affirmative vote of three-fourths of the lay members of the vestry. No commitment shall be made by the vestry to anyone under consideration as a prospective rector, nor shall any formal call be issued, until the name of the cleric under consideration as Rector has been made known to the Bishop for his/her judgment. If the Bishop has not responded within thirty days, or such additional time as has been agreed upon, from the date of notice to the Bishop, the vestry may proceed with the commitment and call. In case the Bishop objects to the choice of the vestry, a second meeting of the vestry shall be held and the person first proposed can be elected only upon an affirmative vote of three-fourths of the lay members of the vestry. If the requisite three-fourths is not obtained, the same procedure shall be repeated for the election of another candidate.

Section 3. Selection of Assistant Minister. An assistant minister may be deemed necessary at the recommendation of the Rector with the consent of the vestry. In the selection of an assistant minister, the rector shall consult with the Bishop and the Rector and the Bishop shall agree upon a list containing names of qualified persons. The rector shall then nominate to the vestry, from the list, the name of the person chosen by the rector to serve as an assistant. The appointment of any assistant minister shall require an affirmative vote of a majority of the entire vestry. The terms of employment of an assistant shall, subject to these by-laws and Canons of the Diocese, be determined by the vestry and incorporated in a written agreement which shall be signed and sent to the Bishop within ten (10) days of the election. The Bishop's satisfaction with the appointment shall be recorded by the Secretary of the Diocese. Any assistant minister shall serve at the pleasure of the Rector, subject to the rights, if any, of such assistant

under any agreement of employment.

Section 4. Non-stipendiary Assistants. The Rector, with the Bishop's prior written approval, may appoint one or more non-stipendiary assistants from among clergy canonically resident in the Diocese, or who are in good standing and who are currently licensed to officiate in the Diocese. Any non-stipendiary assistant shall serve at the pleasure of the Rector.

ARTICLE VI

OFFICERS

Section 1. Number. The officers of the Parish shall consist of a Rector, two wardens, a clerk, a treasurer, and the chair of the Finance Committee who shall be members of the vestry. The vestry may from time to time elect or appoint such other officers, including one or more assistant officers, as it may deem necessary.

Section 2. Election and Term. Except for the Rector, the officers of the Parish shall be elected by the members at their annual meeting. Each officer shall be elected for a term of one year to serve until the next annual meeting of members and thereafter until his or her successor will have been elected and will have qualified. Any officer may be removed by the vestry whenever in its judgment the best interests of the Parish shall be served thereby. Such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer will not of itself create contract rights. The senior warden, junior warden, and chair of the Finance Committee shall not be elected to the same office for more than four successive one-year terms.

Section 3. Rector. The Rector shall be the president and principal executive officer of the Parish and, subject to the direction and under the supervision of the vestry, shall have general charge of the business, affairs and property of the Parish. The Rector, subject to the Rubrics of the Book of Common Prayer, the Constitution and Canons of the Church and of the Diocese, and to the godly counsel of the Bishop, shall have control of the worship and spiritual jurisdiction of the Parish, and shall discharge the duties set forth in the Canons of the Church and of the Diocese. For the purposes of his or her office, and for the discharge of all functions and duties thereof, the Rector shall, at all times, have access, use and control of the Parish Church and buildings. The Rector shall preside and have the right to vote at any Parish or vestry meeting.

Section 4. Senior Warden. The senior warden shall be the senior lay officer of the Parish. The senior warden shall be a communicant in good standing and a member of the vestry. He or she shall be advisor to the Rector. In the absence of the Rector, the senior warden shall preside at vestry meetings and perform other administrative duties of the office as set forth in the Canons of the Church and such other duties as may be assigned by the vestry.

Section 5. Junior Warden. The junior warden shall assist the senior warden and the Rector in the affairs of the Parish. The junior warden shall be a communicant in good standing and a member of the vestry. In the absence of both the Rector and the senior warden, the junior warden shall assume the administrative authority of the Parish, preside at vestry meetings, and perform duties of the office as set forth in the Canons of the Church and such other duties as may be assigned by the vestry.

Section 6. Clerk. The Clerk shall act as secretary for all meetings of the Parish and of the vestry. He or she shall, in general, perform the duties usually pertaining to the office of secretary and such other duties as may be required from time to time by the vestry.

Section 7. Treasurer. The treasurer shall have the care and custody of the funds of the Parish, subject to the control of vestry. The treasurer shall be bonded in an amount and by a surety approved by the vestry. The treasurer shall keep the books of account. He or she shall, in general, perform the duties usually pertaining to the office of treasurer and such other duties as may be required from time to time by the vestry.

Section 8. Vacancies. A vacancy in any office by reason of death, resignation, removal or otherwise may be filled by the vestry for the unexpired portion of the term.

ARTICLE VII

COMMISSIONS AND COMMITTEES

There shall be such commissions and committees of the members of the Parish as the vestry shall organize and supervise. The commissions and committees shall perform such duties as may be required of them by the vestry.

ARTICLE VIII

BUSINESS METHODS

Section 1. Transfer or Encumbrance. The Parish shall not transfer or encumber real property or any part thereof without first obtaining the written consent of the Bishop and the Standing Committee of the Diocese.

Section 2. Indebtedness. The Parish shall not become liable in respect of any indebtedness without first obtaining the written consent of the Bishop and the Standing Committee of the Diocese, except for unsecured current liabilities incurred in the ordinary course which in the aggregate do not exceed ten percent of the average annual receipts of the Parish during the three preceding calendar years.

Section 3. Endowment Funds. The endowment funds of the Parish shall be deposited with a national or state bank, the Diocesan Investment Trust, or other agency approved by the Commission on Finance of the Diocese, and shall be held under agreements providing for at least two signatures for the withdrawal of funds. The Parish shall maintain records of

all trust and permanent funds showing the source, date and terms governing the use of principal and income.

Section 4. Accounts. The Parish shall maintain books of account in order to provide the basis for satisfactory accounting. The Parish shall prepare annual reports in the form prescribed by the General Convention for each preceding year ending December 31. The reports shall be sent to the Bishop in duplicate no later than February 1.

Section 5. Register. The Parish shall maintain a Parish register, kept by the cleric or a warden. The register shall record all activity of the Parish and contain (a) a record of all baptisms, confirmations, receptions, marriages, and burials solemnized in the Parish or mission which shall include (i) a list of persons confirmed in the Parish (ii) the names and dates of birth of the persons baptized together with the names of parents and sponsors or witnesses; and (iii) the names of persons married or buried, and the date of every such rite performed; and (b) the names of all communicants with the date of their reception, death, or removal. This book shall be preserved as part of the records of the Parish or mission. This register shall be available at all times to the Bishop for his examination at each visitation and at all reasonable times be available for examination by the members of the vestry, the Bishop or any person designated by the Bishop.

Section 6. Audits. All accounts of the Parish shall be audited annually by a certified public accountant or by such audit committee, either of which shall be appointed by the vestry and approved by the Commission on Finance of the Diocese.

Section 7. Insurance. The Parish shall maintain adequate insurance coverage.

Section 8. Fiscal Year. The fiscal year of the Parish shall be the calendar year.

ARTICLE IX

CONFLICTS OF INTEREST

If any member of the vestry, officer or employee of the Parish shall be interested either directly or indirectly, or shall be a director, officer or employee of or have an ownership interest (other than as the owner of less than one percent of the shares of a publicly-held corporation) in any firm or corporation interested directly or indirectly in any contract with the Parish, such interest will be disclosed to the Parish and set forth in the minutes of the Parish, and the member of the vestry, officer or employee having such interest therein will not participate on behalf of the Parish in the authorization of any such contract.

ARTICLE X

INDEMNIFICATION

Section 1. Agreement of Parish. In order to induce the directors and officers of the Parish to serve as such, the Parish adopts this by-law and agrees to provide the directors and

officers of the Parish with the benefits contemplated hereby.

Section 2. Persons Entitled to Benefits. This paragraph will apply, and the benefits hereof will be available, to each director and officer of the Parish who serves the Parish as such without the need for other proof that the director or officer has accepted the provisions of this Article.

Section 3. Definitions. As used herein, the following terms will have the following respective meanings:

“Covered Act” means any act or omission by the Indemnified Person in the Indemnified Person's official capacity with the Parish and while serving as such or while serving at the request of the Parish as a member of the governing body, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

“Director” means a member of the vestry of the Parish.

“Excluded Claim" has the meaning set forth in Section 6, hereof.

“Expenses" means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).

"Indemnified Person" means any member of the vestry or officer of the Parish who serves the Parish as directors or officer.

"Loss" means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

Section 4. Indemnification. Subject to the exclusions hereinafter set forth, the Parish will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses.

Section 5. Advance Payment of Expenses. The Parish will pay the Expense of the Indemnified Person as such time and from time to time as the Indemnified Person may request in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any directors' and officers' liability insurance (or equivalent insurance known by another

term) maintained by the Parish. The advance payment of Expenses will be subject to the Indemnified Person's agreement with the Parish (evidenced by the Indemnified Person's acceptance of an advance payment or, if requested, a prior agreement in writing) to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was not entitled to indemnity by reason of the provisions of Section 9.

Section 6. Exclusions. The Parish will not be liable to pay any Loss or Expenses (an "Excluded Claim"): (a) With respect to a Proceeding in which a final nonappealable judgment or adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Parish (as distinguished from being liable to a third party) for: (i) any breach of the Indemnified Person's duty of loyalty to the Parish or its members; (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; or (iii) any transaction from which the Indemnified Person derived an improper personal benefit; or (b) If a final, nonappealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

Section 7. Notice to Parish: Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Parish under these Canons, notify the Parish of the commencement thereof. Failure to promptly notify the Parish will not adversely affect the Indemnified Person's right to indemnification hereunder unless and only to the extent that the Parish is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the Parish has any directors' and officers' liability insurance in effect, the Parish will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Parish will thereafter take all the necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

Section 8. Indemnification Procedures. (a) Payments on account of the Parish's indemnity against Loss will be made by the treasurer of the Parish except if, in the specific case, a determination is made that the indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. If the Parish so determines that the Loss results from an Excluded Claim (although no such determination is required by the Parish hereunder prior to payment of a Loss by the treasurer), the determination shall be made: (i) By the vestry by a majority vote of a quorum consisting of members not at the time parties to the Proceeding; or (ii) If a quorum cannot be obtained for purposes of clause (i) of this subparagraph (a), then by a majority vote of a committee of the vestry duly designated to act in the matter by a majority vote of the full vestry (in which designation members who are parties to the Proceeding may participate) consisting solely of three or more directors not at the time parties to the Proceeding; or (iii) By independent legal counsel designated: (A) by the

vestry in the manner described in clause (i) of this subparagraph (a), or by a committee of the vestry established in the manner described in clause (ii) of this subparagraph (a), or (B) if the requisite quorum of the full Council cannot be obtained therefore and a committee cannot be so established, by a majority vote of the full vestry (in which designation members who are parties to the Proceeding may participate). If made, any such determination permitted to be made by this subparagraph (a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss. (b) Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made by the treasurer of the vestry except if, in the specified case, a determination is made pursuant to Section 8(a) above that indemnification of the Indemnified Person is not proper in the circumstances because the Proceeding involved an Excluded Claim. (c) The Parish will have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the Diocese would have the power to indemnify such Indemnified Person against such liability under the provisions of this paragraph. The Parish will be subrogated to the rights of such Indemnified Person to the extent that the Parish has made any payments to such Indemnified Person in respect to any Loss or Expense as provided herein.

Section 9. Settlement. The Parish will have no obligation to indemnify the Indemnified Person under this paragraph for any amounts paid in settlement of any Proceeding effected without the Parish's prior written consent. The Parish will not unreasonably withhold or delay its consent to any proposed settlement. If the Parish so consents to the settlement of any Proceeding, or unreasonably withholds or delays such consent, it will be conclusively and irrebuttably presumed for all purposes that the Loss or Expense does not constitute an Excluded Claim. If the Parish reasonably withholds its consent solely on the ground that the Proceeding constitutes an Excluded Claim, the Indemnified Person may accept the settlement without the consent of the Parish, without prejudice to the Indemnified Person's rights to indemnification in the event the Diocese does not ultimately prevail on the issue of whether the Proceeding constitutes an Excluded Claim.

Section 10. Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of disinterested trustees or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such office, and will continue after the Indemnified Person ceases to serve the Diocese as an Indemnified Person.

Section 11. Enforcement. (a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 8 hereof. (b) In the event that any action is instituted by the Indemnified Person under the Canons, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such section was

not made in good faith or was frivolous.

Section 12. Severability. If any provision of this Article is determined by a court to require the Parish to perform or to fail to perform an act which is in violation of applicable law, this Article shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Article shall be enforceable in accordance with its terms.

Section 13. Successor and Assigns. The provisions of this Article will be (a) binding upon all successors and assigns of the Parish (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

Section 14. Amendment. No amendment or termination of this Canon will be effective as to an Indemnified Person without the prior written consent of that Indemnified Person without the prior written consent of that Indemnified Person and, in any event, will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

ARTICLE XI

MERGER OR DISSOLUTION

Section 1. Dissolution or Merger. In the event that the Parish recommends either dissolution or merger with another parish by vote taken at an annual meeting or other special meeting of members, the Parish shall provide a written reason and plan for the proposed dissolution or merger to the Bishop and the Standing Committee. The Parish shall obtain the prior written consent of the Bishop and the Standing Committee for the dissolution or merger of the Parish.

ARTICLE XII

AMENDMENTS TO THE BY-LAWS

Section 1. Amendments. The Parish shall obtain the written approval of the Bishop and the Standing Committee for any amendment to the by-laws. The Parish shall provide to the Bishop and the Standing Committee a written statement for the reason for any proposed amendment. Following approval, these by-laws may be amended by a majority of the members present and voting at an annual or special meeting of the Parish. No proposed amendment shall be considered or affirmatively acted upon by any meeting unless copies of the proposed amendments are distributed to members at least ten (10) days prior to the annual or special meeting.

Approved at the Annual Meeting of All Saints' Memorial Church
January 28, 2018