



# **Constitution and Bylaws**

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# Table of Contents

<b>New Harmony Church Constitution.....</b>	<b>1</b>
Preamble.....	1
Article I – Name and Formation .....	1
Article II – Purpose.....	1
Article III – Statement of Basic Beliefs.....	1
Article IV – Marriage and Sexuality.....	1
Article V – Church Covenant .....	2
Article VI – Polity and Relationships .....	3
Article VII – Amendments .....	3
Article VIII – Leadership Structure .....	3
<b>New Harmony Church Bylaws .....</b>	<b>3</b>
Article I – Membership .....	3
Article II – Officers.....	5
Article III – Ordination and Licensing.....	8
Article IV – Church Disruptions .....	8
Article V – Church Discipline .....	8
Article VI – Emergency Powers .....	8
Article VII – Ordinances .....	8
Article VIII – Meetings .....	9
Article IX – Finances .....	9
Article X – Conflict of Interest Policy.....	10
Article XI – Whistleblower Policy .....	11
Article XII – Indemnification.....	12
Article XIII – Buildings and Grounds Usage Policy.....	13
Article XIV – Books, Records and Manuals .....	14
Article XV – Dissolution and Mergers .....	14

# New Harmony Church Constitution

## Preamble

We declare and establish this Constitution to preserve and secure the principles of our faith and to govern the body in an orderly yet simple manner. This Constitution will preserve the liberties of each individual Church member and the freedom of action of this body in relation to other Churches.

## Article I – Name and Formation

This body shall be known as New Harmony Church, a cooperating Southern Baptist Fellowship, Incorporated on August 11, 1991. The legal name for all practical purposes is New Harmony Baptist Church, but called herein New Harmony Church. New Harmony Church held its first public services on August 19, 1891.

[All ministries, facilities, and functions which are formed and/or participated in and/or bought, rented, or leased will be considered herein the function and/or property of New Harmony Church and will therefore be subject to all Articles and Bylaws found within these Constitution and Bylaws.]

## Article II – Purpose

New Harmony Church exists to raise up believers who LEARN the Gospel, LIVE the Gospel, SHARE the Gospel, and SEND the Gospel.

- A more in depth explanation of this purpose statement can be found in our Welcome to the Family membership class materials.

## Article III – Statement of Basic Beliefs

This Church essentially embraces the Southern Baptist Faith and Message, as adopted on June 14, 2000. This statement is not to be a substitute for Scripture, but rather a guide to our faith, convictions, and teachings. The essential beliefs of New Harmony Church can be expressed briefly in the following statements.

- 3.1** We believe in one God, Creator and Lord of the universe, eternally existing in three persons: Father, Son, and Holy Spirit.
- 3.2** We believe that the Bible, both Old and New Testaments, is God's authoritative, inspired Word. It is without error in all its teachings, including creation, history, its own origins and salvation. It is the supreme and final authority in all matters of belief and conduct.
- 3.3** We believe that Jesus Christ, God's Son, conceived by the Holy Spirit, born of the virgin Mary, lived a sinless life, died a substitutionary, atoning death on the cross, rose bodily from the dead and ascended to heaven, where as truly God and truly man, He is the only mediator between God and man.

- 3.4** We believe in the necessity of the work of the Holy Spirit for the individual's new birth and growth to maturity and for the Church's constant renewal in truth, wisdom, faith, holiness, love, power, and mission. Every believer is called to live and walk in and be constantly filled by the power of the indwelling Holy Spirit so that he or she will bear fruit to the glory of God and not fulfill the lusts of the flesh. Through the presence of the Holy Spirit, each believer has been given one or more spiritual gifts to minister to the body of the local Church.

- 3.5** We believe that all people are lost sinners and cannot see the Kingdom of God, except through the new birth, which takes place through repentance of sin and faith toward God. Justification is by grace alone through faith alone in Christ alone.

- 3.6** We believe that Jesus Christ is the Head of the Church, which is made up of all believers everywhere in the world. Locally the Church is the body of believers who organize to seek and accomplish God's will. The Church's calling is to worship God, and witness concerning her Head, Jesus Christ, preach the Gospel among all nations, demonstrate her commitment to compassionate service to the needs of human beings, and promote righteousness and justice.

- 3.7** We believe that Jesus Christ will personally and visibly return, in glory, to raise the dead and bring redemption and judgment to completion. God will fully manifest His Kingdom when He establishes a new Heaven and new Earth, in which He will be glorified forever and banish all evil, suffering, and death.

## Article IV – Marriage and Sexuality

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

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

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

emotional chaos (Genesis 1:27, Romans 1:26-32, 1 Corinthians 6:9-11).

In order to preserve the function and integrity of the Church as the local Body of Christ, and to provide a biblical example to the Covenant Members and the community, it is imperative that all persons employed by the Church in any capacity or united to the Church in membership should abide by and agree to this, "Marriage and Sexuality" amendment and conduct themselves accordingly.

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

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

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

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

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

## Article V – Church Covenant

Having been led, as we believe, by the Spirit of God to receive the Lord Jesus Christ as our Savior, and on the profession of our faith, having been baptized in the name of the Father and of the Son and of the Holy Spirit, we do now, in the presence of God and this assembly, most solemnly and joyfully enter into this covenant with one another as one body in Christ:

We engage, by the aid of the Holy Spirit, to walk together in Christian love; to strive for the advancement of this Church in knowledge and holiness; to promote its prosperity and spirituality; to sustain its worship, ordinances, doctrines, and discipline; and to contribute cheerfully and regularly to the support of the ministry, the expenses of the Church, relief of the poor, and to the spread of the Gospel through all nations.

We also strive to maintain family and personal devotions; to be responsible for the education of our children; to seek the salvation of our family and acquaintances; to be just in our dealings, faithful in our engagements, and exemplary in our conduct; to avoid any action or abuse of any substance that would detract from our Christian walk; and to be zealous in our efforts to advance the kingdom of our Savior.

We commit to watch over one another in brotherly love; to remember one another in prayer; to aid one another in sickness and in distress; to cultivate Christian sympathy and courtesy; to be slow to take offense, always ready for reconciliation, and mindful of the commands of our Savior to secure it without delay.

We moreover engage that if we leave from this Church, we will, as soon as possible, unite with another Church where we can carry out the spirit of this covenant and the principles of God's Word.

The spirit of this Church covenant is defined as follows and signed by all active and participating members:

### New Harmony Church Membership Covenant

Having received Christ as my Lord and Savior and been baptized, and being in agreement with New Harmony's statements, strategy and structure, I now feel led by the Holy Spirit to unite with this Church family. In doing so, I commit myself to God and to the other members to do the following:

#### 5.1 I will protect the unity of my Church

- by acting in love toward other members
- by refusing to gossip or receive gossip
- by following the Elders as they follow Christ
- References: Romans 14:19, 1 Peter 1:22, Ephesians 4:29, Hebrews 13:17

#### 5.2 I will share the responsibility of my Church

- by praying for its growth
- by warmly welcoming those who are guests

- by sharing the Gospel within our community
- References: 1 Thessalonians 1:2, Romans 15:7, Luke 14:23

### 5.3 I will serve the ministry of my Church

- by discovering my gifts and talents
- by being equipped to serve alongside my pastors and leaders
- by developing a servant's heart
- References: 1 Peter 4:10, Ephesians 4:11-12, Philippians 2:3-4, 7

### 5.4 I will support the testimony of my Church

- by attending faithfully
- by living a Spirit-controlled life through the power of the Gospel of Christ.
- by giving regularly
- References: Hebrews 10:25, Philippians 1:27, 1 Corinthians 16:2

### 5.5 I will be faithful to preserve the spiritual health of the Church

- by humbly holding myself and others to accountability.
- by committing to restoring a brother or sister entangled in sin with gentleness and love.
- by, if necessary, seeking the help of a mature believer, Deacon, or Elder in the restoration process.
- by willingly submitting to the restoration process myself if I ever am entangled in sin.
- References: Matthew 18:15-17, Galatians 6:1

## Article VI – Polity and Relationships

The government of this Church is vested in the body of believers who compose it. The membership shall consist of all persons having met the requirements as determined by the Church body. (See Article number 1 of the Bylaws.) All internal groups created and empowered by the Church shall report to and be accountable only to the Church, unless specified by Church action.

We believe that the Church is an autonomous body, not being subject to, or having authority over, any other Church or Churches. Consequently, this Church is subject to the control of no other ecclesiastical body, but it recognizes and sustains the

obligations of mutual counsel and cooperation common among Baptist Churches. Insofar as is practical, and possible and does not violate the articles and Bylaws of this Constitution, this Church will cooperate with and support the Dent County Baptist Association, the Baptist State Convention of Missouri, and the Southern Baptist Convention.

Any Church plant or Church campus established by New Harmony Church shall fall under the authority umbrella of New Harmony Church until such time that said Church plants or Church campuses constitute as an autonomous Church body.

## Article VII – Amendments

Changes to this Constitution and Bylaws may be made at any business meeting by a three-fourths majority vote of the Church members voting. A written notice of the proposed changes must be given two weeks prior to the business meeting.

## Article VIII – Leadership Structure

New Harmony Church shall be led by Elders, assisted by Deacons, selected from its Covenant Members. The Elders shall consist of the Senior Pastor and other qualified men as defined in the Bylaws. The Deacons shall consist of qualified men as defined in the Bylaws.

All additional pastoral staff, ministerial staff and the offices of treasurer, assistant treasurer, and clerk, shall be qualified and selected through the methods set forth in the Bylaws.

# New Harmony Church Bylaws

## Article I – Membership

### 1.1 Requirements

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

### 1.2 Responsibilities

Membership within a local Church carries both privileges and responsibilities. Members of the Church are held accountable to the responsibilities of general Christian obligations comprehensively though not exhaustively outlined within the Church's Membership Covenant as shown in Article 5.1 of the Church's Constitution. These responsibilities include praying for and pursuing both corporate health and individual holiness.

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

**1.2.1** to submit to the authority of the Scriptures as the final arbiter on all issues (Psalm 119; 2 Timothy 3:14-17; 2 Peter 1:19-21).

**1.2.2** to pursue the Lord Jesus Christ through regular Bible reading, prayer, fellowship and practice of spiritual disciplines (Luke 18:1; Acts 17:11; 1 Corinthians 9:24-27; Ephesians 5:1-21; 1 Thessalonians 5:12-22).

**1.2.3** to follow the command and example of Jesus by participating in the ordinances prescribed to His Church:

- by being baptized after conversion.
- by regularly remembering and celebrating the person and work of Christ through communion

**1.2.4** to steward the resources God has given each Member, including time, talents, spiritual gifts and finances. This stewardship includes regular financial giving, service and participation in community that is sacrificial, cheerful and voluntary (Matthew 25:14-30; Romans 12:1-2; 2 Corinthians 8-9; 1 Peter 4:10-11).

**1.2.5** by God's grace through the power of the Holy Spirit, to walk in holiness in all areas of life as an act of worship to Jesus Christ (1 Peter 1:13-16, 4:1-3). Members should strive to put certain attitudes and actions to death while stirring and stimulating love and good deeds through the Spirit. Below are a few examples of actions addressed in the Scriptures:

- Members will practice complete chastity unless married and, if married, complete fidelity within heterosexual and monogamous marriage. Complete chastity and fidelity means, among other things, that regardless of a Member's marital status, such Member will pursue purity and abstain from sexually immoral practices such as adultery, homosexuality, premarital sex and pornography (Romans 13:11-14; 1 Corinthians 6:15-20, 10:8; Ephesians 5:3; 1 Thessalonians 4:1-8; Hebrews 13:4).
- Each Member will seek to preserve the gift of marriage and agree to walk through steps of marriage reconciliation before pursuing divorce from his or her spouse (Matthew 19:1-12; Mark 10:1-12; Luke 16:18; 1 Corinthians 7:10-11; for the role of the Church in the process of divorce, see Paul's concern for the resolution of legal matters within the assembly of the Church in 1 Corinthians 6).
- Members will refrain from illegal drug use, drunkenness, gossip and other sinful behavior as the Bible dictates (Romans 1:28-32, 13:13; Galatians 5:19-21; Ephesians 5:18; James 3:3-18).

**1.2.6** to refrain from such activities that the Scriptures would deem foolish (Romans 14:14-23).

**1.2.7** to take seriously the responsibility of Christian freedom, especially actions or situations that could present a stumbling block to another (1 Corinthians 8:1-13).

**1.2.8** to submit to the discipline of God through His Holy Spirit by:

- following the biblical procedures for Church discipline where sin is evident in another, the hope of such discipline being repentance and restoration.
- receiving righteous and loving discipline as explained in Article XIII of these Bylaws when approached biblically by fellow believers (Psalm 141:5; Matthew 18:15-20; 1 Corinthians 5:9-13; Hebrews 12:5-11).

**1.2.9** to do the following when the Member sins:

- confess the sin to God and to fellow believers.
- repent and seek help to put the sin to death (Romans 8:13; Colossians 3:5; James 5:16; 1 John 1:6-10).

**1.2.10** to submit to the Elders and other appointed leaders of the Church and diligently strive for unity and peace within the Church (Ephesians 4:1-3; Hebrews 13:17; 1 Peter 5:5).

**1.2.11** to do the following should I leave the Church for righteous reasons:

- to notify the appropriate staff member.
- to seek another Church with which I can carry out my biblical responsibilities as a believer.

### 1.3 Voting

The Members of the Church shall vote on the matters of (a) the annual operating budget; (b) any loan that results in cumulative indebtedness exceeding ten percent (10%) of the current, annual Church operating budget; (c) merger or dissolution of the Church; (d) and any proposed change to these Bylaws that would reduce, revoke or otherwise attenuate a right granted to the Members in the then-current Bylaws.

The time, place and nature of upcoming votes will be communicated to the Church at least fourteen (14) days in advance and Covenant Members shall have an opportunity to submit questions, comments and concerns, which will be considered by the Elders on a case-by-case basis. Voting shall take place during public worship services or a special business meeting as determined in the sole discretion of the Elders. Only Covenant Members shall be permitted to vote on any matter. A simple majority, defined as a result greater than 50% when the number of affirmative votes are divided by the number of total

votes cast, shall constitute a passing vote, unless otherwise defined for other matters within the Constitution or Bylaws. Voting results shall be communicated to Covenant Members not later than thirty (30) days following such vote.

#### **1.4 Formal Dispute Resolution**

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

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

Any conflicts where there is suspicion of felony or any criminal will be deferred to the appropriate authorities.

#### **1.5 Membership Renewal and Removal**

Membership is reviewed and renewed on a periodic basis. Members can be removed through (a) failure to renew their membership, (b) voluntary resignation of membership by one in good standing, (c) death, or (d) a decision by the Elders as a result of the disciplinary process. Members are prohibited from voluntarily resigning their membership while subject to the formal disciplinary process.

## **Article II – Officers**

### **2.1 Elders**

#### **2.1.1 Definitions and Powers**

The overall policy, control, direction and management of the ministry, operations and finances of the Church shall be vested in

the Elder body. The Elders are designated as the directors of this corporation. All corporate powers shall be exercised by or under the direction of the Elders. Throughout these Bylaws, the terms "Elders" and "Elder body" are used interchangeably to mean a quorum of Elders acting in accordance with definitions and protocols herein. In addition, the term "Elder" and "Pastor" are interchangeable terms, but it does not necessarily follow that all pastoral staff will be members of the Elder body.

The Elder body shall consist of the Senior Pastor and, until changed by amendment of the Constitution or these Bylaws, such number of additional Elders as may from time to time be nominated and elected in accordance with these Bylaws, provided that the total number of Elders shall not be less than three (3). If for any reason the Elder body does not include the minimum requisite of three Elders, then the Elders shall begin the process outlined in 2.1.5 of the Bylaws to restore the required composition.

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

#### **2.1.2 Lay Elders and Staff Elders**

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

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

#### **2.1.3 Qualifications**

The minimum qualifications for Elders shall not be less than those listed in 1 Timothy 3:1-7 and Titus 1:6-9, including without limitation the requirement that Elders be men. In addition to the minimum qualifications given in Scripture, Elders must be Members who fully subscribe to Church's Statement of Beliefs (Constitutional Article III), are actively involved in the ministry of the Church for no less than one year, followed by one year of service as a Deacon. The Elders may at any time create, alter, amend, repeal or restate resolutions establishing additional qualifications outside of those listed in the above scriptures.

#### **2.1.4 Responsibilities**

The responsibilities of the Elders shall include, but not be limited to, leading the Church to fulfill the purposes of the Church.

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

The Elders of the Church shall vote on the matters of (a) appointment of any Elder, (b) doctrinal issues, (c) removal of any Elder, and (d) other actions deemed major and extraordinary by the Elders. Elder votes on any matter may be communicated to the Church at the sole discretion of the Elders, other than a vote on the appointment of any Elder, which shall follow the procedure outlined in 2.1.5 of the Bylaws.

The Elders shall make the final determination in regards to any ecclesiastical questions. The Elders shall be the express and final arbiter of ecclesiastical polity, religious doctrine, and questions of Church property, and shall make the final decision with respect to any other matter that shall arise concerning the Church, its internal workings, and its governance in every respect, consistent with these Bylaws. In deciding such matters, the Elders shall use the standards of: (a) the best spiritual, financial, and operating interests of the Church in light of the Bible and the tenets of faith of the Church; and (b) the furtherance of the religious purposes of the Church as discerned by the Elders according to the teachings of the Bible.

### **2.1.5 Selection and Term of Office**

The Elders shall have the sole authority to appoint new Elders. A man shall be appointed as an Elder by a passing vote of the Elder body (as defined in 2.1.8 of the Bylaws) after he has been tested and proven to meet the qualifications stated in 2.1.3 of the Bylaws. The Elders may appoint a committee or group to vet Elder candidates and report its findings to the Elder body. The Elders may also receive recommendations for Elder candidates from Covenant Members.

The proposed appointment of any Elder shall be communicated to the Church at least fourteen (14) days in advance and Covenant Members shall have an opportunity to submit questions, comments and concerns, which will be considered by the Elders on a case-by-case basis. Confirmation and appointment of a new Elder shall be at the sole and final discretion of the existing Elders and effectuated upon their passing vote.

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

Once a Staff Pastor is appointed to the Elder body as a Staff Elder, he is expected to serve in this capacity throughout the term of his employment as a Staff Pastor. When a Staff Pastor resigns or retires, under good terms with the Church body, he also will be removed from the Elder body. Staff Elders may be re-appointed as Lay Elders after a one-year absence from the Elder body.

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

To resign from the Elder body, an Elder shall notify, in writing, the officers of the Church who are also members of the Elder body. Such officers shall determine the most fruitful and edifying way to notify the remaining Elders and the Covenant Members. A vacancy in the Elder body because of death, resignation, removal

or any other cause shall be filled only in the manners prescribed in these Bylaws. Such vacancies may be filled as they occur.

### **2.1.6 Removal**

Any Elder may be removed from the office of Elder for valid cause or disqualification. [Disqualification is defined wherein the Elder in question has violated either the Biblical qualifications of Elders, or the beliefs and commitments detailed in Constitutional Articles III, IV, and V, or any combination thereof.] Discipline of Elders must be consistent with the standards set forth in the Covenant Membership Covenant (Constitutional Article 5.1.5). The Elder body will determine the specific procedure for removal of an Elder. This procedure may be altered, amended, repealed or restated by a resolution of the Elders. The Elder body shall have the sole authority to remove an Elder.

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

### **2.1.7 Elder Meetings**

Regular meetings of the Elders shall be held in a location that the Elders deem from time to time. The Elder body shall meet no less than nine (9) times per year.

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

### **2.1.8 Definition of Quorum and Passing Vote**

A proper quorum is defined as two-thirds of the Elders. A quorum is required for voting matters. A passing vote must be equal to or greater than two-thirds of the Elders present. Voting by proxy is prohibited.

## **2.2 Deacons**

### **2.2.1 Number**

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

### **2.2.2 Qualifications**

Deacons must be Covenant Members, who meet the qualifications as specified in 1 Timothy 3:8-13.

### **2.2.3 Selection and Term of Office**

The Elders shall periodically charge the Covenant Members of the Church to nominate Biblically qualified individuals, "filled with the Holy Spirit and wisdom" (Acts 6:3) for the office of deacon. The Elders shall communicate the prospective Deacons to the Church from the nominations no less than fourteen (14) days prior to an Elder vote. Covenant Members shall have an opportunity to submit questions, comments and concerns, which

will be considered by the Elders on a case-by-case basis. Final installment of Deacons will be at the discretion of the Elders and requires a passing vote. Deacons will serve a maximum of five years with a year off between terms.

#### 2.2.4 Responsibilities

The word Deacon, from the Greek *diakonos*, means “servant” or “minister.” The term is used 29 times in the New Testament. Of those 29 occurrences, the reader concludes from the context that three or four refer to an official title. Paul opens his letter to the Philippians addressing the saints with the overseers and Deacons (Philippians 1:1).

In 1 Timothy 3:8 and 12, Paul lists several requirements for Deacons, separating them from Elders in that they do not necessarily need to be able to teach. The possible fourth occurrence is found in Romans 16:1 when Paul refers to Phoebe as a *diakonos* of the church at Cenchreae. Some translators use the more general term “servant,” while others prefer the more official “Deacon.”

What the Scriptures make clear is that the church’s servant-leaders (the Apostles according to Acts 6:4, and subsequent church leaders according to 1 Timothy 3) need Deacons to help with the work and—because qualifications are required—to hold an office.

Deacons will assist Elders contextually according to the specific physical and spiritual needs of the Church. Deacon responsibilities include but are not limited to:

- Assisting the Elders and pastors in shepherding the Covenant Members through biblical counseling.
- Helping the Elders and pastors lead and organize specific ministry initiatives.
- Helping strengthen ongoing ministries.
- Helping the Elders lead the corporate prayer meetings and being available for further prayer after each prayer meeting.
- Being available at the platform or near the back at the end of Sunday services to pray with people.

The Deacons will strive to equip other Covenant Members to meet the needs of the body rather than being by themselves at the front line of the ministry.

While the Deacons will serve the body by assisting the Elders, all Covenant Members of the church are encouraged and expected to serve the body in accordance with their abilities and gifting as taught in the Scriptures and explained Membership Covenant.

#### 2.2.5 Vacancies

If a Deacon is removed from service, either voluntarily or involuntarily, the appointment of a successor Deacon is under the sole authority and discretion of the Elders in accordance with 2.2.3 of the Bylaws.

#### 2.2.6 Removal

Any Deacon may be removed from office for valid cause or disqualification. [Disqualification is defined wherein the Deacon in question has violated either the Biblical qualifications of Deacons, or the beliefs and commitments detailed in Constitutional Articles III, IV, and V, or any combination thereof.] A written notice of proposed removal of any Deacon shall be given to the Elders at least ten (10) days prior to the meeting at which an action to affect such removal is to be taken to ensure that the Deacon is given a reasonable opportunity for defense. The Deacon shall have the opportunity to answer the charges in the presence of their accusers, but shall not be present during the discussion and vote on their removal. The removal of a Deacon requires a passing vote of the Elders.

Vacancies in the Deacons of the Church by reason of death, resignation or otherwise, shall be filled by election of the Elders at their discretion in accordance with 2.2.5 of the Bylaws.

#### 2.2.7 Deacon Meetings

Regular meetings of the Deacons shall be held in a location that the Elders or Deacons deem from time to time. The Deacon body shall meet no less than six (6) times per year.

### 2.3 Pastoral Staff and Ministry Staff

#### 2.3.1 Definitions

**Pastoral Staff** may be defined as men who have met the Biblical qualifications of an Elder, in accordance with 2.1.3 of the Bylaws, are receiving full-time or part-time compensation, but are not serving as an Elder. These men are hired by the Elders and, based upon their gifting and talents, to manage and lead various ministries of the Church. The Elders may consult with the affected Ministries and any other Covenant Members deemed valuable in determining the wisdom of any potential hire.

**Ministry Staff** may be defined as men or women who have met the qualifications of a Deacon, in accordance with 2.2.2 of the Bylaws, but are not necessarily serving as Deacons. These individuals are, based upon their gifting and talents, appointed by the Elders to assist or manage ministries of the Church. The Elders may consult with the affected Ministries and any other Covenant Members deemed valuable in determining the wisdom of any potential hire.

#### 2.3.2 Responsibilities

The responsibilities of the Pastoral and Ministry Staff shall include, but not be limited to, creating cohesion around Church strategy, consolidating Church-wide teaching, unifying ministry leadership and leveraging ministry services. The Pastoral and Ministry staff shall lead the Church to fulfill its purposes. They shall be empowered to oversee and direct the ministries and business of the Church subject to the powers expressly reserved for the Elders. The Pastoral and Ministry Staff shall supervise, directly or by delegation, all employees of the Church, and may delegate to them any and all duties and responsibilities they deem reasonable, subject to the rights, if any, of a person under contract of employment.

#### 2.3.3 Removal

A member of the Pastoral and Ministry Staff shall serve until his or her respective tenure is terminated by his or her or the Elder body’s request, or by his or her death or disqualification. [Disqualification is defined wherein the Pastor or staff person in

question has violated either the Biblical qualifications of Elders and/or Deacons or the beliefs and commitments detailed in Constitutional Articles III, IV, and V, or any combination thereof.] In the event a member of the Pastoral and Ministry Staff resigns or the Elders desire his or her resignation, a minimum thirty (30) day written notice shall be given by the party desiring to change unless other arrangements can be made by mutual agreement of both parties. A passing vote of the Elders shall be necessary to remove any member of the Pastoral and Ministry Staff from office. Such vote must be taken at a regular Elder meeting or at an Elder meeting called for that specific purpose.

In the event of termination of employment, severance packages and any compensation related to the termination of employment will be determined solely by the Elders on a case-by-case basis.

## 2.4 Clerk, Treasurer and Finance Team

### 2.4.1 Selection

The office of Clerk shall be appointed by the Elder body. Changes in this position shall be presented on the yearly business meeting agenda and approved by the Covenant Members of the Church.

The Treasurer and Finance Team shall be appointed by the Elder body. Changes in these positions shall be presented on the yearly business meeting agenda and approved by the Covenant Members of the Church.

## Article III – Ordination and Licensing

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

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

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

## Article IV – Church Disruptions

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

## Article V – Church Discipline

Church discipline is a necessary mark of a healthy church and shall be applied in cases of sexual misconduct, gossip, divisiveness, dishonesty, and various other expressions of sin. In accordance with the biblical pattern generally outlined in Matthew 18:15-17, a person who evidences such sin will be confronted in an initial one-on-one meeting, followed by escalating engagement by ministerial and pastoral staff and Elders as described in Constitutional Article 5.5.

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

## Article VI – Emergency Powers

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

## Article VII – Ordinances

The Church recognizes the two biblical ordinances of Believer’s Baptism and the Lord’s Supper. Any Covenant Member(s) authorized by the Elder body may administer these ordinances.

### 7.1 Believer's Baptism

The Church will seek to baptize any person who has received Jesus Christ as Savior and professes Him publicly, and who indicates a commitment to follow Christ as Lord. We recognize Baptism to be a person's public profession of faith in Christ.

We believe baptism should be performed by immersion in water and that it should be an act of worship. Baptism does not in any way provide or secure a person's salvation. Salvation is by grace alone through faith alone in Christ alone (Ephesians 2:8). Baptism is a profession of the salvation that has occurred, and it is one of the first acts of obedience to Christ for a believer.

A person who professes Christ and is not baptized after a reasonable time period should be counseled by an Elder, Deacon, or Staff Pastor.

Baptisms will be held periodically throughout the year as deemed necessary by the Elders. All baptism candidates must attend a baptism class which will typically be held the morning of the baptismal service.

### 7.2 The Lord's Supper

The Lord's Supper was instituted by Jesus Christ on the night of his arrest. It was instituted as a means of worship, remembrance, and celebration of Christ's sacrifice on the cross. The bread and wine (juice) are symbols of the broken body and the spilled blood of Jesus Christ on our behalf for the forgiveness of our sins.

We do not believe in transubstantiation, contransubstantiation, nor do we believe that the observance of this ordinance is a means of securing your salvation since neither of these positions are supported by Scripture.

The Church shall observe the Lord's Supper regularly. (Typically, every 3 months or every month that has 5 Sundays.) All persons who profess Christ as Savior and Lord shall be invited to participate.

## Article VIII – Meetings

### 8.1 Worship Gatherings

The Church shall meet regularly for the gathered worship of Almighty God. The worship times, frequency, and location may be modified as determined by the Elders. Prayer, praise, preaching, instruction, and evangelism shall be among the ingredients of these services.

### 8.2 Special Services

Any other Church services or meetings essential to the advancement of the Church's objectives and purposes shall be communicated as necessary.

### 8.3 Business Meetings

The Church will observe Annual Business Meetings following the close of each fiscal year to approve Church budget. An Annual Report will be given and will be comprised of a financial reports for the prior year as well as reports from each ministry area and the current budget.

The Church may call Special Business Meetings to consider matters of special nature and significance. A fourteen days (14) advance notice must be given unless extreme urgency renders such notice impractical. The notice shall include the agenda, date, time, and place of the meeting

Special Business Meetings will be used for, but not limited to, the following purposes: (a) Adopting a General Operating Budget, (2) Calling a Senior Pastor (3) Making changes to the Church Constitution or Bylaws, (4) Ordaining individuals to ministry, and (5) Formal installation of Elders and Deacons.

#### 8.3.1 Quorum and Procedures

A quorum for all business meetings will be ten percent (10%) of the Covenant Membership. Parliamentary procedures for business meetings will follow a loose interpretation of *Robert's Rules of Order, Revised*.

All new orders of business must be submitted to the Elder body twenty-one (21) days prior to the scheduled business meeting. All questions about the proposed agenda for business meetings must be asked in advance of the meeting, either during the fourteen (14) days prior to the business meeting or during the thirty (30) minutes before the business meeting is called to order.

The Senior Pastor shall moderate all business meetings, unless unable due to illness or other extenuating circumstances, in which case an alternative Elder will moderate. At the appointed time, once the business meeting is called to order, unless special circumstances or special items on the agenda deem it otherwise necessary, the entire agenda will be voted upon by the Covenant Members present. Only Covenant Members who are 18 years of age, or older, and are not actively resisting church disciplinary measures may vote.

### 8.4 Representation in Cooperating Organizations

All Elders, Deacons, Staff Pastors, Staff Ministers and Officers of the Corporation shall be eligible to serve as messengers to the Dent County Baptist Association, Baptist State Convention of Missouri, and the Southern Baptist Convention. In the event that additional messengers are needed, the Elders shall have the authority to enlist Church members to serve as duly appointed messengers.

## Article IX – Finances

A General Operating Budget will be developed for each fiscal year (January 1 – December 31). The budget will be used as a tool to measure, evaluate, and support the various ministries of the Church. The budget will be the basis for reporting financial stewardship information to the Church. (Annual Business meetings "pro-rate" or make figures "retroactive" back to January 1st.)

The preparation and presentation of the budget will be the responsibility of the Elders. The annual budget must be presented to the Church for approval prior no later than the end of the first month of the beginning of the fiscal year (January). The Church shall maintain adequate and correct financial records in accordance with generally recognized accounting principles.

All funds received for any and all purposes will be properly recorded. An annual internal audit will be conducted concerning all receipts, disbursements, and financial reports.

Insofar as is practical, and possible and does not violate the articles and Bylaws of this Constitution, the Church will participate in and cooperate with the Dent County Baptist Association, the Missouri Baptist Convention, and the Southern Baptist Convention by participating in the Cooperative Program. The Elders will determine all participation levels with cooperative missions, based upon the percentages and/or dollar amounts approved by the Church in each year's General Operating Budget.

All moneys (tithes and offerings) given to the Church should be given to one of the following three areas: (1) General Operating Budget, (2) Various Stewardship Campaigns for facility and building needs, and (3) Mission endeavors supported by the Church family. Additional offerings may be given to any designated fund as approved by the Covenant Members.

## **Article X – Conflict of Interest Policy**

### **10.1 Purpose**

The purpose of the Conflict 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 Elder or Officer 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 organizations.

### **10.2 Definitions**

#### **10.2.1 Interested Person**

Any Elder, Deacon, Pastoral or Ministry Staff person, or employee with powers delegated by the Elder body, who has a direct or indirect financial interest, as defined below, is an interested person.

#### **10.2.2 Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family, (a) an ownership or investment interest in any entity with which the Church has a transaction or arrangement; (b) a compensation arrangement with the Church or with any entity or individual with which the Church has a transaction or arrangement; or (c) 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 or indirect remuneration, as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest.

### **10.3 Procedures**

#### **10.3.1 Disclosure**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given opportunity to disclose all material facts to the Elders.

#### **10.3.2 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 or she shall leave the Elder body meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Elders shall decide if a conflict of interest exists.

#### **10.3.3 Addressing the Conflict of Interest**

An interested person may make a presentation at the Elder meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairman of the Elder body may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the Elders shall determine whether the Church 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.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Elders shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Church's best interests, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision whether to enter into the transaction or arrangement.

#### **10.3.4 Violations of the Conflict of Interest Policy**

If the Elder body has reasonable cause to believe an Elder body member has failed to disclose actual or possible conflicts of interest, it shall inform the Elder of the basis for such belief and afford him an opportunity to explain the alleged failure to disclose.

If, after hearing the board member's response and after making further investigation as warranted by the circumstances, the Elder body determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **10.4 Records**

The minutes of the Elder body shall contain: (a) 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 Elder body's decision as to whether a conflict of interest in fact existed; and (b) 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.

### **10.5 Compensation**

A voting member of the Elder body who receives compensation, directly or indirectly, from the Church for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any 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.

No voting member of the Elder body or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Church, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## Article XI – Whistleblower Policy

### 11.1 Purpose

The Church requires all of its Elders, Deacons, Pastoral and Ministry Staff, employees, and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As representatives of the Church, individuals must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. Therefore, if an Elder, Deacon, Pastoral or Ministry Staff person, employee, or volunteer of the Church reasonably believes that the Church, by and through its Elders, Pastoral or Ministry Staff, employees, or volunteers, or entities with whom the Church has a business relationship, is in violation of applicable law or regulation, or any policy or procedure of the Church, then that individual shall file a written complaint with either his or her Church supervisor or the Elder body. This policy is intended to encourage and enable employees and others to raise serious concerns within the Church prior to seeking resolution outside the Church.

### 11.2 Procedures

#### 11.2.1 Reporting Responsibility

It is the responsibility of all of the Church's Elders, Officers, employees, and volunteers to comply with all applicable laws and regulations, as well as all policies and procedures of the Church and to report violations or suspected violations in accordance with this 11.2.

If an Elder, Deacon, Pastoral or Ministry Staff person, employee, or volunteer of the Church reasonably believes that any policy, practice, or activity of the Church is in violation of any applicable law, regulation, policy, or procedure of the Church, then the Elder, Deacon, Pastoral or Ministry Staff person, employee, or volunteer should share their questions, concerns, or complaints with someone who may be able to address them properly. If the concerns are not addressed, the reporting individual should make a formal complaint as outlined herein.

#### 11.2.2 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of any applicable law, regulation, policy, or procedure of the Church must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the applicable law, regulation, policy, or procedure of the Church. Any allegations that prove not to be substantiated

and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

#### 11.2.3 Reporting Violations

In most cases, an employee or volunteer's supervisor is in the best position to address an area of concern. However, if the reporting individual is not comfortable speaking with his or her supervisor, or the reporting individual is not satisfied with his or her supervisor's response, the reporting individual is encouraged to speak with a Elder. Elders are required to report suspected violations directly to the entire Elder body.

#### 11.2.4 Accounting and Auditing Matters

The Elders shall address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The Elders shall work until the matter is resolved.

#### 11.2.5 Evidence

Although the reporting individual is not expected to prove the truth of an allegation, the reporting individual needs to demonstrate that there are reasonable grounds for concern on his or her part and that these concerns are most appropriately handled through this procedure.

#### 11.2.6 Investigation of Complaint

After receipt of the complaint, the Elder to whom the complaint was made shall provide the complaint to the entire Elder body. The Elders shall then determine whether an investigation is appropriate and the form that it should take. Concerns may be resolved through the initial inquiry by agreed action without the need for further investigation. The entire Elder body shall receive a report on each complaint and a follow-up report on action taken.

#### 11.2.7 Handling of Reported Violations

The Elder to whom the complaint was made shall notify the reporting individual and acknowledge receipt of the reported violation within seven (7) days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

A reporting individual who reasonably believes that he or she has been retaliated against in violation of this Article XI shall follow the same procedures as he or she did when he or she filed the original complaint.

### 11.3 Safeguards

#### 11.3.1 Confidentiality

Reported or suspected violations may be submitted on a confidential basis by the reporting individual or may be submitted anonymously. Reports of violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

However, the reporting individual is encouraged to put his or her name to the allegation because appropriate follow-up questions and investigations may not be possible unless the source of the information is identified. Concerns expressed anonymously will be investigated, but consideration will be given to (a) the seriousness of the issue raised; (b) the credibility of the concern; and (c) the likelihood of confirming the allegation from documentation and/or other sources.

Every effort will be made to protect the reporting individual's identity, though all individuals considering such a report should be advised that anonymity cannot be assured if an external investigation or criminal proceedings relating to the report occur.

### 11.3.2 No Retaliation

No reporting individual who, in good faith, reports a violation shall suffer harassment, retaliation, or adverse employment consequence. An employee or representative of the Church who retaliates against a reporting individual who has reported a violation in good faith is subject to discipline up to, and including, termination of employment or dismissal from Church representation.

### 11.3.3 Harassment or Victimization

Harassment or victimization of the reporting individual for providing information in accordance with this policy by anyone affiliated with the Church will not be tolerated. In addition, the provision of such information shall not in any way influence, positively or negatively, the carrying out of routine disciplinary procedures by management as stated in the Church's employment policies.

### 11.3.4 Malicious Allegations

The Elder body recognizes that intentionally untruthful, malicious, erroneous, or harassing allegations could be damaging to the mission, integrity, and morale of the Church or the reputation of the accused individual. The safeguards stated in this 11.3 do not apply to individuals who make such complaints. Such allegations may result in disciplinary action, including but not limited to termination of employment and/or revocation of Church membership.

## Article XII – Indemnification

### 12.1 Powers of the Church

#### 12.1.1 Power to Indemnify and Hold Harmless

The Church may indemnify and hold harmless to the full extent permitted by applicable law each person who was or is made a party to or is threatened to be made a party to or is involved (including, without limitation, as a witness in any actual or threatened action, suit or other proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal) hereinafter a "proceeding," by reason of the fact that he or she is or was a director, officer, employee or agent of the Church or, being or having been such a director, officer, employee or agent, he or she is or was serving at the request of the Church as a director, officer, employee, agent, trustee or in any other capacity of another corporation or of a partnership, joint venture, trust or other enterprise, including provision of services with respect to any employee benefit plans, whether the basis of such proceeding is a legend action or omission in an official capacity or in any other capacity while serving as a director, officer, employee, agent, trustee or in any other capacity, against all expenses, liability and loss (including, without limitation, attorneys fees, judgments, fines, ERISA or PPACA excise taxes or penalties and amounts to be paid in settlement) actually but reasonably incurred or suffered by such person in connection therewith. Such indemnification may continue as to a person who

has ceased to be a director, officer, employee or agent of the Church and shall inure to the benefit of his or her heirs and personal representatives.

#### 12.1.2 Power to Pay Expenses in Advance of Final Deposition

The Church may pay expenses incurred in defending any proceeding in advance of its final disposition (hereinafter "advancement of expenses"); provided, however, that any advancement of expenses shall be made to or on behalf of a director, officer, employee or agent only upon delivery to the Church of an undertaking, by or on behalf of such director, officer, employee or agent, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further rights to appeal that such director, officer, employee or agent is not entitled to be indemnified under this article or otherwise, which undertaking maybe unsecured and maybe accepted without reference to financial ability to make repayment.

#### 12.1.3 Expansion of Powers

If any applicable laws are amended in the future to expand or increase the power of the Church to indemnify, to pay expenses in advance of final disposition, to enter into contracts or to expand or increase any similar or related to power, then, without any further requirement of action by the Church or any other person, the powers described in this article shall be expanded and increased to the fullest extent permitted by applicable laws.

#### 12.1.4 Limitation of Powers

Indemnification shall be limited to reasonable expenses actually incurred by the person in connection with the proceeding under this article if the person is found liable to the Church or is found liable on the basis that he or she improperly received personal benefit. Indemnification shall not be made in respect to any proceeding in which the person has been found liable for willful or intentional misconduct in the performance of his or her duty to the Church. No indemnification shall be provided to any person if the Church is prohibited by any applicable laws from paying such indemnification.

### 12.2 Indemnification of Directors, Officers, Employees, and Agents

#### 12.2.1 Mandatory Indemnification

To the maximum extent permitted by Code, as amended from time to time (provided, however, that if an amendment to the Code in any way limits or restricts the indemnification rights permitted by law as of the date of adoption of these Bylaws, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this 12.2.1 which occur subsequent to the effective date of such amendment), the Church shall indemnify and advance expenses to any person who is or was a director (either elected or ex-officio), an officer of the Church, or to such person's heirs, executors, administrators and legal representatives, for the defense of any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (the "Proceeding"), to which such person was, is or is threatened to be made, a named defendant or respondent, which indemnification and advancement of expenses shall include counsel fees actually incurred as a result of the Proceeding or any appeal thereof, reasonable expenses actually incurred with respect to the Proceeding, all fines, judgments, penalties and amounts paid in

settlement thereof, subject to the following conditions: (a) the Proceeding was instituted by reason of the fact that such person is or was a director, or an officer of the Church; and (b) such person conducted himself in good faith, and he reasonably believed (i) in the case of conduct in his official capacity with the Church, that his conduct was in its best interest; (ii) in all other cases, that his conduct was at least not opposed to the best interests of the Church; and (iii) in the case of any criminal proceeding, that he had no reasonable cause to believe his conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director, or officer of the Church did not meet the standard of conduct herein described.

#### **12.2.2 Permissive Indemnification**

The Church may, to the maximum extent permitted by Code, as amended from time to time (provided, however, that if an amendment to the Code in any way limits or restricts the indemnification rights permitted by law as of the date of adoption of these Bylaws, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this 12.2.2 which occur subsequent to the effective date of such amendment), indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Church, or to such person's heirs, executors, administrators and legal representatives, to the same extent as set forth in 12.2.1 above, provided that the Proceeding was instituted by reason of the fact that such person is or was an employee or agent of the Church and met the standards of conduct set forth in 12.2.1. The Church may also indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Church to the extent doing so is consistent with public policy or as may be provided by these Bylaws, by contract, or by general or specific action of the Elders.

#### **12.2.3 Character of Rights**

The rights to indemnification and advancement of expenses conferred by or pursuant to this article shall be deemed contract rights, but only to the extent applied in 12.2.1. For all other categories of persons eligible to potentially receive indemnification under this Article XII, the rights to indemnification and advancement of expenses shall be deemed contract right only to the extent approved by the Central Elder board in its sole discretion but not otherwise.

#### **12.2.4 Rights Not Exclusive**

The right to indemnification and advancement of expense conferred in this article shall not be exclusive of any other right which any person may have or hereafter shall acquire under any statute, provision of the Articles of Incorporation, these Bylaws, agreement of disinterested directors, or otherwise.

#### **12.3 Insurance**

The Church may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Church or who, while a director, officer, employee or agent of the Church, is or was a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Church would have the power

to indemnify such person against such expense, liability or loss under applicable law.

#### **12.4 Survival of Benefits**

Any repeal or modification of this article shall not adversely affect any right of any person existing at the same time of such repeal or modification.

#### **12.5 Severability**

If any provision of this article or any application thereof is determined by any court, tribunal, administrative agency or other competent supervisory authority, to be invalid, unenforceable or contrary to applicable law or public policy, the remainder of this article, or the application of such provision to persons or circumstances other than those as to which it is held invalid, unenforceable or contrary to applicable law, shall not be affected thereby and shall continue in full force and effect.

#### **12.6 Prohibition Against Private Inurement**

In the event and to the extent any part or whole of this Article XII is determined to be in violation of the United States Federal Income Tax laws with regard to prohibition against "private inurement" (as such term is understood in the context of United States exempt organization taxation rules ) by a final non-appealable order of a court of competent jurisdiction or by any United States Internal Revenue Service action which the Church in its discretion determines not to challenge in a judicial forum, any such offending provision or if the whole of this Article XII is determined as offending the prohibition against private inurement, then the whole of this article shall be deemed ineffective so as to prevent any negative United States Federal Income Tax law consequences to the Church or its tax-exempt status.

### **Article XIII – Buildings and Grounds Usage Policy**

The policies set forth for usage of any and all properties and assets, whether owned, rented, leased, or in any association wherein the Church may be perceived as the owner, manager, renter, lessee, or overseer, shall not violate any Articles of these Constitution and Bylaws and will be subsequently defined by the Elder body, and detailed in the Facilities Use Policies & Forms Package (FUPFP).

Usage of the Church property and assets is open for usage by Covenant Members and non-Members of the Church. Any party seeking said use must complete an FUPFP, which can be obtained from the Church office.

The Church reserves the right to deny usage of its property and assets to any non-Covenant Member, individual, family, group, organization, or any party whose practices, ideologies, value systems, and/or religious beliefs violate Article III and Article IV of the Constitution.

The Church reserves the right to deny usage of its property and assets to any Covenant Member(s) of whom it is determined by the Elders are in violation of the Membership Covenant, Article V of the Constitution and/or Article I of the Bylaws.

## **Article XIV – Books, Records and Manuals**

Church manuals shall be maintained and kept current so as to provide effective organization and management in the operation of the Church. These manuals chart a course of action desired by the Church in various areas of operation, and function to ensure that the Church carries out its mission and purpose in a proper and orderly fashion. In addition, they speed up decision making by providing definitive guidelines to follow. They also serve as control devices to measure the performance of a task to ensure that a reasonable level of conformity exists.

The responsibility for upkeep of these manuals will be vested in the Elders. The Elder body may as necessary appoint qualified individuals or teams from the Covenant Members to assist in the upkeep of said manuals.

## **Article XV – Dissolution and Mergers**

“Dissolution” is defined as the complete disbanding of the Church as a corporate entity. Upon the event of dissolution, the following shall occur.

If the Church is still associated with the Dent County Baptist Association, ownership of the building and grounds shall be transferred to the Dent County Baptist Association.

If the Church is no longer associated with the Dent County Baptist Association, the building, property, and all assets associated with the Church shall be sold. The proceeds of that sale will be donated to one or more mission organizations or missionaries that will be decided upon by the remaining Elder body.

If the Church is oppressed or persecuted into “underground” status, whether by social, cultural, or governmental action, if possible the building, property, and all assets associated with the Church shall be sold and the proceeds shall be distributed among the Covenant Members equally as a means of ensuring that the Body of Christ is supported and enabled to continue ministry.