

CONSTITUTION

OF NORTHAMPTON BIBLE CHURCH

PREAMBLE

The constitution includes the organizational structure of Northampton Bible Church and is detailed in this document. It also is replicated in the Articles of Incorporation that are on file with the state of Ohio that establish Northampton Bible Church as a non-profit corporation. Articles of Incorporation are a set of documents filed with a government body to legally document a corporation and contain the organization's organizational structure which consists of name, location, and purpose.

ARTICLE I. Name

The name of this corporation is Northampton Bible Church.

ARTICLE II. Office

The principal office for business transactions of the Church is 333 W. Steels Corners Road, Cuyahoga Falls, Ohio 44223. This office is located in Summit County.

ARTICLE III. Purposes

The Church is organized and shall be operated exclusively for religious, charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law). Notwithstanding the foregoing, the Church's purposes also include the limited participation of the Church in any other activities, including taxable activities, but only to the extent the activities would be permitted by a tax-exempt organization. More particularly, but without limitation, the purposes of this Church are:

(a) to promote Biblical Christianity by any appropriate form of expression, within any available medium, and in any location, through the Church's combined or separate formation, of a church, ministry, charity, school, or charitable institution, without limitation;

(b) to ordain, employ and discharge ordained ministers of the Gospel, and others, to conduct and carry on divine services at the place of worship of the Church, and elsewhere;

(c) to collect and disburse any and all necessary funds for the maintenance of said Church and the accomplishment of its purpose within the State of Ohio and elsewhere;

(d) to make distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended; and

(e) to promote, encourage, and foster any other similar religious, charitable and educational activities; to accept, hold, invest, reinvest and administer any gifts, legacies, bequests, devises, funds and property of any sort or nature, and to use, expend, or donate the income or principal thereof for, and to devote the same to, the foregoing purposes of the Church; and to do any and all lawful acts and things which may be necessary, useful, suitable, or proper for the furtherance of accomplishment of the purposes of this Church; provided, however, no act may be performed which would violate Section 501(c)(3) of the Internal Revenue Code of 1986, as it now exists or as it may hereafter be amended.

ARTICLE IV. Powers and Restrictions

Except as otherwise provided in the Bylaws and in order to carry out the above-stated purposes, the Church shall have all those powers set forth in the Code, as it now exists or as it may hereafter be amended. Moreover, the Church shall have all implied powers necessary and proper to carry out its express powers. The powers of the Church to promote the purposes set out above are limited and restricted in the following manner:

The Church shall not pay dividends and no part of the net earnings of the Church shall inure to the benefit of or be distributable to its organizers, Officers or other private persons, except that the Church shall be authorized and empowered to make payments and distributions (including reasonable compensation for services rendered to or for the Church) in furtherance of its purposes as set forth in the Certificate of Formation or these Bylaws.

No substantial part of the activities of the Church shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Church shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of the Certificate of Formation or these Bylaws, the Church shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws, or (ii) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

The Church shall not accept any gift or grant if the gift or grant contains major conditions which would restrict or violate any of the Church's religious, charitable, or educational purposes or if the gift or grant would require serving a private as opposed to a public interest.

ARTICLE V. Dissolution and Mergers

"Dissolution" means the complete disbanding of the Church so that it no longer functions as a congregation or as a corporate entity. Upon the dissolution of the Church, its property shall be applied and distributed as follows: (1) all liabilities and obligations of the Church shall be paid and discharged, or adequate provision shall be made therefore; (2) assets held by the Church upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be

returned, transferred, or conveyed in accordance with such requirements; (3) assets received and not held upon a condition requiring return, transfer, or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, societies, or organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), and are engaged in activities substantially similar to those of the Church; and (4) any assets not otherwise disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Church is then located, for such purposes and to such organizations as said court shall determine, provided such organizations are in agreement with the Church's Articles of Faith and basic form of government.

In the event of a merger of the Church with another church, the net assets of the Church shall be contributed to the surviving entity.

ARTICLE VI. Amendments and Alterations

This Constitution and the Articles of Incorporation may be altered, amended, repealed or restated, and a new Constitution and Articles of Incorporation adopted, by a passing vote of the Elder body as defined in §11.1.8 of the Bylaws. Such a vote shall take place at any special or regular Elder meeting duly noticed. "Duly noticed" is defined as a twenty-four (24) hour pre-notification via email or other communication means.

BYLAWS

OF NORTHAMPTON BIBLE CHURCH

PREAMBLE

The Bylaws are the operational structure of an organization which explains the rules the organization uses for operations. The bylaws play a vital role in how the church functions for legal purposes and its provisions are legally enforceable. Thus, a church's bylaws must be specifically tailored to meet the needs, practices, and beliefs of the church. The church's bylaws do not replace the Bible as the authority for the operation of the church, but the bylaws should certainly contain the church's most important beliefs and seek to codify those beliefs in many respects.

These Bylaws include organizational information to help provide context but the main focus is on the operational structure of Northampton Bible Church.

ARTICLE I. Name

The name of this corporation is Northampton Bible Church. This corporation will be further referred to in these Bylaws as the "Church" and also may be referred to in these Bylaws by and may do business as "Northampton" and such other names as the Elders of the Church, as defined in §11.1, shall determine from time to time.

ARTICLE II. Mission Statement

We exist to love God, love people, and make disciples of Jesus Christ.

ARTICLE III. Offices

3.1 Principal Office

The principal office for business transactions of the Church is 333 W. Steels Corners Road, Cuyahoga Falls, Ohio 44223. This office is located in Summit County.

The Elders shall have full power and authority to change the principal office from one location to another. The Church secretary shall record any change in the location of the principal office.

3.2 Other Offices

The Elders of the Church shall have power and authority to establish other offices, campuses, sites and locations at any place or places where the Church is qualified under applicable law to conduct its business.

ARTICLE IV. Nonprofit Status

The Church is a nonprofit corporation under the laws of the state of Ohio and is organized under the Ohio Revised Code, as amended (the "Code"). Federal tax exemption is granted under Internal Revenue Code 501(c)(3).

ARTICLE V. Purposes

The Church is organized and shall be operated exclusively for religious, charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law). Notwithstanding the foregoing, the Church's purposes also include the limited participation of the Church in any other activities, including taxable activities, but only to the extent the activities would be permitted by a tax-exempt organization. More particularly, but without limitation, the purposes of this Church are:

(a) to promote Biblical Christianity by any appropriate form of expression, within any available medium, and in any location, through the Church's combined or separate formation, of a church, ministry, charity, school, or charitable institution, without limitation;

(b) to ordain, employ and discharge ordained ministers of the Gospel, and others, to conduct and carry on divine services at the place of worship of the Church, and elsewhere;

(c) to collect and disburse any and all necessary funds for the maintenance of said Church and the accomplishment of its purpose within the State of Ohio and elsewhere;

(d) to make distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended; and

(e) to promote, encourage, and foster any other similar religious, charitable and educational activities; to accept, hold, invest, reinvest and administer any gifts, legacies, bequests, devises, funds and property of any sort or nature, and to use, expend, or donate the income or principal thereof for, and to devote the same to, the foregoing purposes of the Church; and to do any and all lawful acts and things which may be necessary, useful, suitable, or proper for the furtherance of accomplishment of the purposes of this Church; provided, however, no act may be performed which would violate Section 501(c)(3) of the Internal Revenue Code of 1986, as it now exists or as it may hereafter be amended.

ARTICLE VI. Powers and Restrictions

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No substantial part of the activities of the Church shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Church shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of the Certificate of Formation or these Bylaws, the Church shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws, or (ii) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

The Church shall not accept any gift or grant if the gift or grant contains major conditions which would restrict or violate any of the Church's religious, charitable, or educational purposes or if the gift or grant would require serving a private as opposed to a public interest.

ARTICLE VII. Affiliations

The Church is affiliated with The Venture Church network, however, the Church is autonomous and maintains the right to govern its own affairs, independent of denominational control. Recognizing the benefits of cooperation with other churches in the fulfillment of its purposes, the Church may voluntarily affiliate with other churches and conventions by a passing vote of the Elders, as defined in **§11.1.8**.

ARTICLE VIII. Meetings

8.1 Public Worship

Meetings for public worship shall be held at such times and places as may be provided for under the direction of the Elders.

8.2 Church Business Meetings

The Elders shall have the authority to call a Church business meeting or special meetings as needed. Partners who desire to have a Church business meeting or special meeting must submit a request to the Elders.

Partners who desire that a certain motion be made or subject matter be discussed during an annual, regular, or special business meeting must file a written recommendation with the Elders two weeks prior to the set meeting. The Elders will then consider the proposal and proceed according to their conscience and what they understand to be in the best interests of the church.

ARTICLE IX. Articles of Faith

9.1 Statement of Biblical Authority

At the center of Christian faith and practice stands the belief that God has spoken to the world in the person and work of Jesus Christ, which is accurately and authoritatively revealed in the Christian Bible (“the Bible,” “Scripture” or “the

Scriptures”). The Bible is the inspired, inerrant and sufficient Word of God and is thus the ultimate authority for life, faith and morals. Though the various theological statements of the Church reflect succinct summaries of Biblical boundaries, it is the Bible itself to which we are in ultimate submission.

Partners have the responsibility and opportunity to engage Elders on areas of theological disagreement. However, Partnership carries with it the implicit understanding that the Elders shall function as the interpretive authority on Biblical meaning and application for the purpose of Church doctrine, practice, policy and discipline.

9.2 Statement of Basic Belief

The following Statement of Basic Belief represents the core orthodox beliefs of the Church from a Biblical and historical perspective. While Church Partners are not required to fully understand or articulate all aspects of the Statement of Basic Belief, the explicit rejection of any part of it disqualifies one from Partnership in Northampton Bible Church. Revisions to the Statement of Basic Belief in order to more clearly align to Scripture shall be at the sole discretion of the Elders, with the understanding that such changes will be communicated to the Partners of the Church.

We believe...

- The Scriptures of the Old and New Testaments as verbally inspired of God and inerrant in the original writings and that they are of supreme and final authority.

The Scriptures are true, authoritative and sufficient (Psalm 19:7-11; 2 Timothy 3:16; 2 Peter 1:20-21).

- In One God eternally existing in three persons; Father, Son, and Holy Spirit; three in one, co-equal, which is the Trinity (Deuteronomy 6:4; Isaiah 45:5-6, 46:9-10; John 17:3; 1 Corinthians 8:4-6; 1 Timothy 2:5; Genesis 1:26; Psalm 45:6-7, 110:1; Matthew 3:13-17, 28:17-20; 1 Corinthians 12:4-6)
- In the Holy Spirit, third person of the Trinity, who convicts the world of sin, of righteousness, and of judgment; He is the life of the believer, and He empowers the preaching and teaching of the Gospel (Matthew 4:1; 28:19, John 14:26, Romans 8:11; 16; 26-27, Ephesians 4:30, 1 John 5:6).
- Jesus Christ was begotten of God, conceived of the Holy Spirit, and born of the Virgin Mary (Matthew 1:20; Luke 2:52; John 1:1-4, John 1:14; Colossians 1:15-20; Hebrews 1:1-3).
- People were created in the image of God, that they sinned, and thereby incurred not only physical death, but spiritual death, which is separation from God; and that all human beings are born with a sinful nature (Genesis 6:5; Psalm 51:5; Jeremiah 17:9; Romans 3:23, 5:8, 5:12-21, 7:18; Ephesians 2:1-3).
- Jesus Christ died as our substitute to pay the penalty for our sin (John 1:29; 10:1-18, Romans 5:8, 1 Corinthians 15:1-4; 2 Corinthians 5:21; Galatians 1:4; 1 Peter 3:18).
- Jesus Christ physically rose from the dead (Matthew 28:1-20; Mark 16:1-8; Luke 24:1-53; John 1:20-21:25; 1 Corinthians 15:12-34).

- Jesus Christ physically ascended into Heaven and will one day physically return (John 14:3; Acts 1:11; 1 Thessalonians 4:16; Hebrews 9:28; 1 John 3:2; Revelation 1:7).
- There will be a future physical resurrection of the dead. Those who trust in Jesus Christ alone will be raised to eternal reward. Those who have not trusted in Jesus Christ will be raised to eternal punishment (Matthew 25:31-46; John 5:28-29; Acts 24:15).
- All who receive by faith the Lord Jesus Christ are born again of the Holy Spirit, and by God's grace they become children of God and heirs of eternal life. (John 3:18, 14:6; Acts 4:12; Romans 3:21-26; 1 Timothy 2:5-6)
- We believe in the church, the body of Christ, whose mission it is to love God, love people, and make disciples. (Matthew 22:37-40; 28:19-20)

9.3 Statement on Marriage and Sexuality

It is the Biblical position 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. 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. (**Matthew 15:19, 1 Corinthians 6:9-11, 1 Thessalonians 4:3, Hebrews 13:4**).

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**).

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 Church Partners and the community, it is imperative that all Church Staff and Church Partners should abide by and agree to this **§9.3**, "Statement on Marriage and Sexuality" 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. Partners, 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. The Church will provide love, care and direction for all people (**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 **§9.3** specifically gives the Elder board 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 Section.

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 **§9.3** shall not be subject to change through popular vote; referendum; prevailing opinion of Partners 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 X. Partnership

10.1 Requirements

Partnership 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, Partners shall have completed all of the requirements of Partnership as defined by the Elders; and Partners shall have signed the "Expectations of Church Partnership," as it is revised, amended or restated from time to time, thus committing themselves to the responsibilities therein assigned.

Candidates for Partnership will be required to attend a Partnership class in which they will study the Articles of Faith, the bylaws of this church, general church practices, and expectations of Partners. At the conclusion of the class, the candidates will be interviewed by the Elder Board to ensure they fully subscribe to the Statement of Faith contained herein and agree to submit to the authority of the church and its leaders.

Partnership will be granted upon a majority vote of the Elder Board upon compliance with any one of the following conditions:

1. By baptism at this local church following a profession of faith as a believer in Christ Jesus as personal Savior;
2. By letter of transfer from another Bible-believing church of like faith and practice, or other written statement of good standing from the prior church if the applicant has been baptized by immersion subsequent to a profession of faith;
3. By testimony of faith, having been baptized by immersion in another Bible believing church of like faith and practice; or
4. By restoration, if having been removed from Partnership, upon majority vote of the Elder Board after confession is made publicly before the church Partnership of the sin or sins involved, and satisfactorily evidencing repentance to the Elder Board.

10.2 Responsibilities

Partnership within a local church carries both privileges and responsibilities. Partners of the Church are held accountable to the responsibilities of general Christian obligations comprehensively though not exhaustively outlined within the Expectations of Church Partnership. These responsibilities include praying for and pursuing both corporate health and individual holiness.

In signing the Expectations of Church Partnership, Partners attest that they have completed the Partnership process as instructed, read the Expectations of Church Partnership, and are willingly agreeing:

- 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).
- 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**).
- to follow the command and example of Jesus by participating in the ordinances prescribed to His Church:
 - by being baptized after conversion.
 - by regularly rePartnering and celebrating the person and work of Christ through communion
- to steward the resources God has given each Partner, 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**).
- 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**). Partners should strive to put certain attitudes and actions to death while stirring and stimulating love and good deeds through the Spirit.
- to refrain from such activities that the Scriptures would deem foolish (**Romans 14:14-23**).

- 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**).
- 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 7:1-5; 18:15-20; 1 Corinthians 5:9-13; Hebrews 12:5-11**).
- to do the following when the Partner 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**).
- 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**).
- to do the following should I leave the Church for righteous reasons:
 - to notify an Elder.
 - to seek another church with which I can carry out my Biblical responsibilities as a believer.

10.3 Privileges of Partnership

All Northampton Bible Church Partners eighteen and older shall have the right to vote at any Partners' meeting. The Partners of the Church shall vote on the matters of (a) any loan that results in cumulative indebtedness exceeding twenty percent (20%) of the current, annual Church operating budget; (b) disposition of substantially all of the Church's assets; (c) merger or dissolution of the Church; (d) any proposed change to these Bylaws that would reduce, revoke or otherwise attenuate a right granted to the Partners in the then-current Bylaws; and (e) other actions deemed major and extraordinary by the Elders. For votes on actions deemed major and extraordinary, not required by the Bylaws but voluntarily initiated by the Elders pursuant to this Section, such votes may, in the sole discretion of the Elder body, be restricted to a subset of Church Partners.

The time, place and nature of upcoming votes will be communicated to the Church at least fourteen (14) days in advance and Church Partners 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 with a required quorum of twenty or more Partners during a business meeting, which may be convened in person or held by means of a suitable electronic communications system. Only Church Partners who are physically present at a duly called meeting of the church shall be permitted to vote on any matter under this **§10.3**. There shall be no proxy or absentee voting. A two-thirds affirmative vote shall constitute a passing vote. Voting results shall be communicated to all Church Partners not later than thirty (30) days following such vote.

This congregation functions not as a pure democracy, but as a body under the headship of the Lord Jesus Christ and the direction of the Elder Board.

Determinations of the internal affairs of this church are ecclesiastical matters and shall be determined exclusively by the church's own rules and procedures. The Elder Board shall oversee and/or conduct all aspects of this church.

Partnership in this church does not afford the Partners with any property, contractual, or civil rights based on principles of democratic government. Although the general public is invited to all of the church's worship services, the church property remains private property. The Elder Board has the authority to suspend or revoke the right of any person, including a Partner, to enter or remain on church property. If, after being notified of such a suspension or revocation, the person enters or remains on church property, the person may, in the discretion of the Elders, be treated as a trespasser.

A Partner may inspect or copy the prepared financial statements of the church and the minutes of the proceedings of church and committee meetings, provided he shall have made a written request upon the church and the church has received the written request at least five business days before the requested inspection date. Minutes from the Elder Board may be provided as a summary or have sensitive information removed before delivery to the requesting Partner. Minutes from discipline committee meetings are exempt from this provision and are not subject to inspection or copy.

- A Partner may not, under any circumstances, inspect or copy any record relating to individual contributions to the church, the list of names and

addresses of the church Partners, or the accounting books and financial records of the church.

- The church may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the Partner before releasing the copies to the Partner.

10.4 Formal Dispute Resolution

Partners shall refrain from filing 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 Partner of the Church and the Church itself, or between any Partner of the Church and any Elder, employee, volunteer, agent, or other Partner 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.

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 Partners.

10.5 Partnership Renewal and Removal

Partnership is reviewed and renewed on a periodic basis. Partners can be removed through (a) habitually absent from church without valid reason or relocated (b) voluntary resignation of Partnership by one in good standing, (c) death, or (d) a decision by the Elders as a result of the disciplinary process. Partners are prohibited from voluntarily resigning their Partnership while subject to the formal disciplinary process.

ARTICLE XI. Elders, Officers, Staff and Deacons

11.1 Elders

11.1.1 DEFINITION 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 as the term is defined and used in the Ohio Revised Code. Subject to the provisions and limitations of the Ohio Nonprofit Corporation Act, any limitations in the Articles of Incorporation and these Bylaws, all corporate powers shall be exercised by or under the direction of the Elders. As used in this **§11.1** and throughout these Bylaws, the terms “Elders,” “Elder body” and “Elder board” are used interchangeably to mean a quorum of Elders acting in accordance with **§11.1.8** herein.

The Elder board shall consist of at least three Elders. The Elder board shall include at least one Vocational Elder. If for any reason the Elder board does not include at least one Vocational Elder, then the Elders shall begin the process outlined in **§11.1.5** below to restore the required composition.

Elders are entrusted with the governance of the Church. The Elder board's oversight includes, but is not limited to: teaching, protecting, leading, disciplining, equipping and caring for the corporate Church body and its individual Partners 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.

11.1.2 LAY ELDERS AND VOCATIONAL 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 Partner. Vocational Elders are defined as those Elders who are in the employ of the Church as a regular part-time or full-time staff Partner.

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

The Elder board will maintain a simple majority of Lay Elders as a form of checks and balances on the Elder board. If for any reason the composition of the Elder body

does not consist of a simple majority of Lay Elders, then the Elders will begin the process outlined in §11.1.5 below to restore the required composition.

11.1.3 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 Partners who fully subscribe to Church's Articles of Faith (**Article IX**) and are actively involved in the ministry of the Church. The Elders may at any time create, alter, amend, repeal or restate resolutions establishing additional qualifications outside of those listed in the above scriptures.

A Vocational Elder who is not a Partner can be considered a qualified Elder candidate for nomination and selection, but will be required to become a Partner prior to or at time of appointment of being an Elder.

11.1.4 DUTIES

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

The Elder board, as a group, is ultimately responsible for the spiritual health and welfare of the congregation and guarding the mission of the church. The duties of the Elder Board shall include, but not be limited to: creating cohesion around Church strategy, consolidating Church-wide teaching, unifying ministry leadership and leveraging ministry services. The Elder Board shall lead the Church to fulfill its

purposes. They shall oversee and direct the ministries and business of the Church and shall supervise 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. In order to assist in accomplishing this, the Elders may delegate oversight, duties, and responsibilities. The Vocational Elders, as individuals, shall supervise employees reporting to them hierarchically within the Church staff.

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 §11.1.5 below.

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, 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 purposes of the Church as discerned by the Elders according to the teachings of the Bible.

11.1.5 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 **§11.1.8** below) after he has been tested and proven to meet the qualifications stated in **§11.1.3** above. An Elder training program may exist to help identify and raise up men in the church to be Elders. 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 Church Partners.

The proposed appointment of any Elder shall be communicated to the Church at least twenty-one (21) days in advance and Church Partners 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.

Each Elder shall hold office as long as he is faithful to his calling and has the confidence of his brethren and the congregation. In recognition that the task of Eldership is significant and is accomplished while continuing care of family and other responsibilities, we understand that individual Elders may need to take leave of some or all of the responsibilities of Eldership for periods of time. Such times will be arranged through mutual consent of the Elders.

Once a man is appointed to the Elder body as a Vocational Elder, he is an active but non-voting Elder for a set period of time determined by the Elder body unless unanimous vote of the Elder body provides those privileges sooner.

To resign from the Elder body, a resigning Lay Elder shall notify the Elder body in writing. The Elder body shall determine the most fruitful and edifying way to notify the Church Partners. 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.

To resign from the Elder body, a Vocational Elder should give thirty (30) days written notice of resignation to the Elder body. The Elders will notify the congregation when the Vocational Elder resigns.

11.1.6 REMOVAL

Any church Partner with reason to believe that an Elder should be dismissed should express such concern, based on Scripture, to the Elders for their consideration.

Discipline of Elders must be consistent with the standards set forth in **Article XIII** of these Bylaws. After this process, if it is determined an Elder should be removed, 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 Elders 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 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

Elders. The Elder under consideration for removal shall not have voting rights while such removal is considered.

11.1.7 ELDER MEETINGS

Regular meetings of the Elders shall be held in a location that the Elders deem from time to time.

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

11.1.8 DEFINITION OF QUORUM AND PASSING VOTE

A proper quorum is defined as seventy-five percent (75%) of the Lay Elders and seventy-five percent (75%) of the Vocational Elders. A quorum is required for voting matters.

A passing vote must be equal to or greater than seventy-five percent (75%) of the Elders present. Voting by proxy is prohibited.

11.2 Officers

11.2.1 OFFICERS

Officers of the Church shall be members of the Elder body. The Officers shall consist of a Chairman, Vice Chairman, Secretary, Treasurer, and such other Officers as deemed necessary by the Elders.

11.2.2 ELECTION

The Officers of the Church shall be elected by a passing vote of the Elders and shall serve terms of at least two (2) years, as long as they remain a member of the Elder body. Officers may be re-elected.

11.2.3 REMOVAL OF OFFICERS

If issues arise with an Officer, the Elders shall discuss the issue with that Officer in attempts to resolve the issues. If resolution is not achieved, any Officer may be removed from office for valid cause. Such removal shall take place only upon and after a passing vote of the Elders. The Officer under consideration for removal shall not have voting rights while such removal is considered.

Vacancies in the Officers of the Church by reason of death, resignation or otherwise, shall be filled by election of the Elders as soon as is reasonably possible. Until such time, an Elder may be appointed by the remaining Elders to serve in such a vacancy.

11.2.4 DUTIES

(a) Chairman

The Chairman shall perform such duties as are incumbent upon such Officer, including making certain that all orders and resolutions of the Elders are carried into effect. The Chairman shall have oversight of the Elder meetings as defined in **§11.1.7**. The Chairman's duties shall include, without limitation: establishing meetings, setting the agenda and presiding over the meetings.

(b) Vice Chairman

The Vice Chairman shall, in the absence of a duly-appointed Chairman, or in the event of the Chairman's inability or refusal to act, perform the duties and exercise the powers of the Chairman and shall perform such other duties as the Elders shall from time to time prescribe.

(c) Secretary

The Secretary shall record, or cause to be recorded, the minutes of all meetings of the Elders and all votes taken at such meetings. He shall have charge of the official records and he shall perform such other duties as are incident to the office of Secretary and as may be assigned by the Elders or the Chairman, under whose supervision the Secretary shall be.

(d) Treasurer

The Treasurer shall serve as the overseer of the financial operations of the Church. Paid Church staff Partners shall be accountable to the Treasurer for management of the financial aspects of the Church. The Treasurer shall perform such other duties and have other responsibilities as may be assigned to him from time to time by the Elders.

11.3 Church Staff

All personnel employed by the Church shall act in accordance with the current Elder-approved Personnel Policies and Procedures document, as it may be revised, amended or restated from time to time.

The Church will reserve employment for men and women who believe and confess essential Biblical convictions and act in accordance with such. Additionally, the Church reserves the right to terminate the employment of any existing employee who fails to meet this general standard of faith and practice.

11.4 Deacons

11.4.1 NUMBER

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

11.4.2 QUALIFICATIONS AND DEFINITION

The Elders are called to “direct the affairs of the church” (1 Timothy 5:17), and Deacons are called to support that direction. The Elders make directional decisions while Deacons facilitate congregational involvement to make that vision a reality.

A Deacon must meet the standards of **1 Timothy 3:1-7** and **Titus 1:5-9**; be an active Partner of Northampton Bible Church; and believe in, support, and agree to abide by the Statement of Faith and its entire constitution. Northampton Bible Church interprets these passages to teach that Deacons are not restricted to just males.

Deacons may be men or women, to meet the qualifications as specified in **1 Timothy 3:8-13**.

11.4.3 ELECTION TERM

Deacons will serve a term of three years with the ability to serve multiple terms.

In recognition that the task of Deacon is significant and is accomplished while continuing care of family and other responsibilities, we understand that individual Deacons may need to take leave of some or all of the responsibilities of Deacon for periods of time. Such times will be arranged through mutual consent of the Elders.

11.4.4 RESPONSIBILITY

The responsibility of the Deacons is not explicit within the Biblical text. The overall responsibility of the Deacon is to assist the Elders in their service by facilitating congregational ministry under the leadership of the Elders.

11.4.5 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.

11.4.6 APPOINTMENTS AND CONFIRMATION

The Elders shall have the sole authority to appoint Deacons. A man or woman shall be appointed as a Deacon by a passing vote of the Elder body after he/she has been

tested and proven to meet the qualifications stated in §11.4.2 above. The Elders may appoint a committee or group to vet Deacon candidates and report its findings to the Elder body. The Elders may also receive recommendations for Deacon candidates from Church Partners.

The Elders shall communicate prospective Deacons to the Church or a subset thereof no less than twenty-one (21) days prior to an Elder vote. Comments received from the Church will be considered on a case-by-case basis. Confirmation of Deacons will be at the final discretion of the Elders and requires a passing vote.

11.4.7 REMOVAL OF DEACONS

Any Deacon may be removed from office for valid cause. A written notice of the proposed removal of any Deacon shall be given to such Deacon 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 Deacon is given a reasonable opportunity to defend himself. The Deacon 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 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 §11.4.5 above.

ARTICLE XII. Ordination and Licensing

The Church will consider ordaining duly qualified pastoral, ministerial and executive staff positions as determined by the Elders in accordance with the guidelines of Scripture.

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 XIII. 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 of Partners. In accordance with the Biblical pattern generally outlined in **Matthew 18:15-17** and **1 Timothy 5:19-21**, a person who evidences such sin will be confronted in an initial one-on-one meeting, and if unresolved shall be followed by engagement by ministerial and pastoral staff and Elders. Discipline is applied only to Partners and does not include non-Partners of the church.

Where the steps of discipline are exhausted in cases of unrepentant and/or habitual sin, the Elders will consider removing a person from Partnership 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 Partnership and the circumstances leading to this decision to the corporate Partnership of the Church. Those so disciplined will in turn be restored to fellowship where the Elders have determined that appropriate repentance has occurred.

ARTICLE XIV. Church Disruptions

Any person deemed by 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 and treated as a trespasser on Church property. No Church employee or Elder shall incur any liability for acting in good faith in the interests of the Church pursuant to this section.

ARTICLE XV. Indemnification

15.1 ACTIONS SUBJECT TO INDEMNIFICATION

The church may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action by or in the right of the church) by reason of the fact that the person is or was a pastor, Elder, Deacon, Officer, employee, or agent of the church, against expenses, including attorneys' fees, judgments, fines, and amounts paid in

settlement actually and reasonably incurred by him in connection with the action, suit, or proceeding; and if that person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the church and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the church and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

15.2 EXPENSES SUBJECT TO INDEMNIFICATION

To the extent that a pastor, Elder, Deacon, Officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Article, or in defense of any claim, issue, or matter in that action, suit, or proceeding, he or she may be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding.

15.3 LIMITATIONS OF INDEMNIFICATION

Any indemnification made under this Article, may be made by the church only as authorized in the specific case on a determination that indemnification of the Pastor, Elder, Deacon, Officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in §9. The determination shall be made (a) by a majority vote of a quorum consisting of the Elders who were not and are not parties to or threatened with the action, suit, or proceeding; (b) if the described quorum is not obtainable or if a majority vote of a quorum of disinterested Deacons so directs, by independent legal counsel in a written opinion; or (c) by a majority vote of the Partners of the church.

15.4 TIMING OF INDEMNIFICATION

Expenses of each person seeking indemnification under this Article may be paid by the church as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the Elder Board in the specific case, so long as the pastor, Elder, Deacon, Officer, employee, or agent agrees to repay the amount if it is ultimately determined that he or she is not qualified to be indemnified by the church.

15.5 EXTENT OF INDEMNIFICATION

The indemnification provided by this Article shall be deemed to be discretionary unless otherwise required as a matter of law or under any agreement or provided by insurance purchased by the church, both as to action of each person seeking indemnification under this Article in his official capacity and as to action in another capacity while holding that office, and may continue as to a person who has ceased

to be a pastor, Elder, Deacon, Officer, employee, or agent and may inure to the benefit of the heirs, executors, and administrators of that person.

15.6 INSURANCE

The church may purchase and maintain insurance on behalf of any person who is or was a pastor, Elder, Deacon, Officer, employee, or agent of the church against any liability asserted against him and incurred by him in that capacity, or arising out of his status in that capacity, whether or not the church would have the power to indemnify him against liability under the provisions of this Article.

ARTICLE XVI. Conflict of Interest Policy

16.1 PURPOSE

The purpose of this conflict of interest policy is to protect the Church's interest when it is contemplating entering into a transaction or arrangement that might either benefit the private interest of an "interested person" (as defined below) or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state or federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

16.2 DEFINITIONS

Interested Person: Any person who is, or who was during the past five years, a director, principal officer, or Partner of a committee with board-delegated powers, and who has a direct or indirect financial interest, as defined below, is an "interested

person.” In addition, the spouse, ancestors, siblings, and descendants (and spouse of any ancestor, sibling, or descendant) of any such person is an interested person. Finally, any business, trust, or estate, at least 35% of which is owned by one or more interested persons, is itself an interested person. Other factors, e.g., being the founder of the Church, a substantial contributor to the Church, or a key executive who is not an Officer, will also be taken into account in determining whether an individual or entity is an interested person.

Financial interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Church has a transaction or arrangement,
2. A compensation arrangement with the Church or with any entity or individual with which Church has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Church is negotiating a transaction or arrangement.
4. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the board decides that a conflict of interest exists.

Compensation: Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

16.3 PROCEDURES

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

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he shall leave the Elder board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Partners shall decide if a conflict of interest exists.

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

1. The chairman of the board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
2. After exercising due diligence, the Elders, Deacons, or Officers 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.
3. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Elders, Deacons, or Officers shall determine by a majority vote of the disinterested Officers whether the transaction or arrangement is in the best interests of Church, for

its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

If the Elders, Deacons, or Officers have reasonable cause to believe a Partner has failed to disclose actual or possible conflicts of interest, it shall inform the Partner of the basis for such belief and afford the Partner an opportunity to explain the alleged failure to disclose.

If, after hearing the Partner's response and after making further investigation as warranted by the circumstances, the Elders, Deacons, or Officers determine the Partner has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

16.4 RECORDS OF PROCEEDINGS

The minutes of the Elder board or committee meeting shall contain 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 Elders, Deacons, or Officers' decision as to whether a conflict of interest in fact existed.

The minutes of the meeting also shall contain the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

16.5 COMPENSATION

A voting Partner of the Elders, Deacons, or Officers who receives compensation, directly or indirectly, from the church for services rendered may not vote on matters pertaining to that Partner's compensation.

ARTICLE XVII. 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 board may (a) modify lines of succession to accommodate the incapacity of any Elder board Partner, 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 board Partners for whom such notice is practicable. The form of such notice may also include notice by publication or radio. One or more Elders Partners present at a meeting of the Elder board 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 board Partner, Officer, employee or agent of the Church on the ground that the action was not authorized. The Elder board may also adopt emergency bylaws, subject to amendments or repeal by the full Elder board, 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

board Partners. The emergency bylaws shall remain in effect during the emergency and not after the emergency ends.

ARTICLE XVII. Transactions of the Church

19.1 Contracts and Legal Instruments

The Elder board may authorize an individual Elder, Officer, employee or agent of the Church to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Church. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

19.2 Deposits

All funds of the Church shall be deposited to the credit of the Church in banks, trust companies, or other depositories that the Elder board selects.

19.3 Gifts

The Elders may accept on behalf of the Church any contribution, gift, bequest, or devise for the general purposes or any special purpose of the Church including, but not limited to, gifts of money, annuity arrangements, securities, and other tangible and intangible personal property, real property, and interest therein. The Elders may make gifts and give charitable contributions that are not prohibited by these Bylaws, the Articles of Incorporation, state law, or any requirements for maintaining the Church's federal and state tax status.

19.4 Ownership and Distribution of Property

The Church shall hold, own, and enjoy its own personal and real property, without any right of reversion to another entity, except as provided in these Bylaws.

19.5 Designated Contributions

From time to time the church, in the exercise of its religious, educational, and charitable purposes, may establish various funds to accomplish specific goals. All contributions to these funds shall be deemed advisory rather than mandatory in nature and shall remain subject to the exclusive control and discretion of the pastor and the board of Deacons. No fiduciary obligation shall be created by any designated contribution made to the church other than to use the contribution for the general furtherance of any of its tax-exempt purposes.

ARTICLE XIX. Books and Records

20.1 Required Books and Records

The Church shall keep correct and complete books and records of account of all funds.

20.2 Fiscal Year

The fiscal year of the Church shall begin on the first day of May and end on the last day in April of the following calendar year.

20.3 Financial Audit

The Church will engage a certified public accountant to conduct an annual audit, in accordance with the auditing standards generally accepted in the United States of America, of the financial records of the Church. The auditor will express an opinion on the financial statements presented in conformity with accounting principles generally accepted in the United States of America. These financial statements are to include, but not be limited to, a statement of financial condition, a statement of activity, and a statement of cash flows and disclosures.

ARTICLE XX. Dissolution and Mergers

“Dissolution” means the complete disbanding of the Church so that it no longer functions as a congregation or as a corporate entity. Upon the dissolution of the Church, its property shall be applied and distributed as follows: (1) all liabilities and obligations of the Church shall be paid and discharged, or adequate provision shall be made therefore; (2) assets held by the Church upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements; (3) assets received and not held upon a condition requiring return, transfer, or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, societies, or organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), and are engaged in activities substantially similar to those of the Church; this distribution shall be done pursuant to a plan adopted by the Elders by passing vote as defined in

§11.1.8 of these Bylaws; and (4) any assets not otherwise disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Church is then located, for such purposes and to such organizations as said court shall determine, provided such organizations are in agreement with the Church's Articles of Faith (**Article IX**) and basic form of government.

In the event of a merger of the Church with another church, the net assets of the Church shall be contributed to the surviving entity.

ARTICLE XXI. Amendments and Alterations

Excepting those alterations included under §10.3, "Voting by Partners," these Bylaws or any provision contained herein may be altered, amended, repealed or restated, and a new Bylaws adopted, by a passing vote of the Elder body as defined in §11.1.8. Such a vote shall take place at any special or regular Elder meeting duly noticed. "Duly noticed" is defined as a twenty-four (24) hour pre-notification via email or other communication means.