

By-Laws
of
HIGH HILL CHRISTIAN CHURCH
HIGH HILL, MISSOURI

Amended Effective as of October 3, 2021

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We, the Board of High Hill Christian Church, High Hill Missouri, having searched the Word of God and sought the guidance of the Holy Spirit, do adopt the following By-Laws as the Church's amended articles of governance effective as of October 3, 2021.

1. NAME, ORGANIZATION, AND AFFILIATION

Name. The name of the non-profit religious corporation shall be High Hill Christian Church. Hereinafter referred to as The Church. This church is an independent, non-denominational, self governing organization, located in the state of Missouri.

1.1. Affiliation. The Church is voluntarily affiliated with Converge MidAmerica and Converge Worldwide.

2. - STATEMENT OF PURPOSE

Purpose. The purpose of the Church is to be a not-for-profit religious entity in accordance with all applicable state and federal laws. More specifically, we exist to Connect with God, Connect with Others and Connect Others with God.

3. – STATEMENT OF FAITH

The Bible We believe the Bible is the living Word of God. It was written by human authors, under the supernatural guidance of the Holy Spirit. It is the supreme infallible source of truth for Christian beliefs and living. Because it is inspired by God, it is inerrant, without error in the original manuscripts.

The Trinity We believe that there is one God who exists eternally in three distinct persons: The Father, The Son, and The Holy Spirit. The Father, The Son, and The Holy Spirit are each God and are co-equal, working in unity in everything.

God The Father We believe that God the Father is the Creator and Ruler of all things. God is eternal, all-powerful, all-knowing and ever-present. He is perfect in love, justice, and holiness. He is worthy to receive all glory, honor, and praise. God is personal, and therefore concerned in the affairs of mankind.

God The Son We believe that God the Son is Jesus Christ. While eternal in nature, His incarnation was conceived of the Holy Spirit and He was born of the Virgin Mary. Jesus of Nazareth is the Messiah, the Son of the Living God, God in human form, and both fully God and fully man. Jesus perfectly revealed and lived out the will of God, taking upon Himself human nature without sin. He offered Himself as the perfect sacrifice for sin and through His death provided redemption from sin for all of humanity. He died for our sins, was buried, was raised from the dead, and appeared to His disciples proving His power over death and His ability to raise us up from death. He ascended into Heaven to the right hand of God the Father, in human form, where He mediates reconciliation between God and humanity. Jesus in eternal human form will return in power and glory to judge the world and consummate His redemptive mission.

God The Holy Spirit We believe that God the Holy Spirit came to convict the world of sin, righteousness, and judgement. He is eternal, personal and fully divine. He came to renew, sanctify and empower all who believe and follow Jesus Christ. He enables those believers to understand truth and He comforts and intercedes for them. He dwells in the hearts of every born-again believer from the moment of salvation and seals the believer for the day of redemption.

He is the acting power of God and therefore bestows spiritual gifts on believers as He wills through which they serve His church.

Salvation We believe that all people are sinners by nature and by choice and are, therefore under condemnation and on the road to eternal separation from God. Through the death of Jesus Christ in our place, paying the penalty for our sin, God has extended grace to all of humanity. The gift of grace is a free gift available to us but we must accept that gift through belief in Christ's sacrifice. Nothing we can do on our own will make us right before God, only through faith, belief and trust in Jesus Christ can we receive the gift of eternal salvation with God. Through repentance of our sins we are regenerated by the Holy Spirit and sealed for eternity. When we put our faith and trust in Christ we invite Him to be Lord and ruler of our life and as an act of obedience we follow His command to be baptized by immersion and strive to daily live a life that honors Jesus Christ.

Spiritual Gifts We believe that the Holy Spirit often works through a variety of spiritual gifts to build and sanctify the church, and is the working power of the Gospel. The Bible's lists of these gifts are not necessarily exhaustive, and the gifts may occur in various combinations. All the spiritual gifts continue to be available to all born-again believers until the Perfect comes again, who is Jesus Christ. All spiritual gifts are given in proportion to our faith and at the will of the Holy Spirit. All believers are commanded to earnestly desire the manifestation of the gifts in their lives. These gifts always operate in harmony with the Scriptures and should never be used in violation of Biblical parameters.

Christian Conduct. We believe that Christians should live for the glory of God and the well-being of others; that their conduct should be blameless before the world; that they should be faithful stewards of their possessions; and that they should seek to realize for themselves and others the full stature of maturity in Christ.

We also believe that God commands the church to discipline born-again believers in accordance with scripture. Church discipline, both formative and corrective is an implication of the gospel. All believers who are in covenant with a local body are called to spiritually submit to God's Word, each other and the God ordained leaders of that body.

The Church We believe in the universal Church, a living spiritual body of which Christ is the head and all born-again believers are members. We believe in the local Church, consisting of a family of believers in Jesus Christ, baptized on a credible profession of faith, and associated for worship, work and fellowship. We believe that God has laid upon the members of the local church the primary task of giving the gospel of Jesus Christ to a lost world.

The Ordinances Of The Church We believe that the Lord Jesus Christ has committed two ordinances to the local Church: Baptism and the Lord's Supper. We believe these two ordinances should be observed and administered until the return of the Lord Jesus Christ.

Baptism is our faith response to Christ. The New Testament repeatedly presents baptism as an expected and right response to Jesus. Baptism is an outward display of an inward spiritual change. We believe that Christian baptism is the immersion of a believer into water in the name of the Father, Son and Holy Spirit.

We believe that the Lord's Supper was instituted by Christ for remembrance of His death, unity of His believers, spiritual nourishment, affirmation of their faith in Him, and spiritual blessings to strengthen and encourage their daily walk.

Church Cooperation. We believe that local churches can best promote the cause of Jesus Christ by cooperating with one another. We strive for unity and cooperation amongst churches and church leaders in the communities we serve, connecting on the essentials

and leaving room for liberty in non-essential beliefs with those we partner with. These connections often happen best through pastoral alliances, interdenominational fellowships, or in an association of churches such as an organization like Converge Worldwide or one of its regional districts. Cooperation in these fellowships or associations is voluntary and may be terminated at any time.

Covenant Marriage We believe that covenant marriage is a sacred institution ordained by God for the well being of mankind and propagation of the human race. God created each person on purpose for a purpose as two distinct genders, male and female. The term marriage has only one meaning: the uniting of one man and one woman in a single, exclusive covenant union with God as a reflection of God's relationship with the church. God designed sexual intimacy to be shared exclusively in the context of a covenant marriage for the pleasure and benefit for mankind.

Humanity We believe that God created each person on purpose for a purpose as two distinct genders, male and female. God created two distinct biological sexes, made in the image of God which are therefore sacred. Life begins at the point of conception and God declares the created order to be very good, distinguishing men and women as His agents to care for, manage and govern over it. Each individual is given stewardship of their own health and is therefore expected to care for their body as the temple of God based on their own conscience, in alignment with the Word of God, as long as their decisions do not bring harm to others. We are therefore called to defend, protect and value all human life from pre-born through natural death regardless of age, physical or mental challenge, socio-economic status, race or gender.

Eternity. We believe in the physical return of the Lord Jesus Christ to earth and the establishment of His Eternal Kingdom. We believe in the resurrection of the body and the final judgment. All

people will either exist eternally separated from God by sin, or eternally with God through forgiveness and salvation in Jesus Christ. To be eternally separated from God is Hell. To be eternally in union with Him is eternal life. Heaven and Hell are literal places of eternal existence.

There will be eternal joy for the righteous, and the endless suffering for the unsaved.

Religious Liberty. We believe that every human being has direct relations with God, and is responsible to God alone in all matters of faith; that each Church is independent and must be free from interference by any ecclesiastical or political authority; that, therefore, church and state must be kept separate as having different functions, each fulfilling its duties free from dictation or patronage of the other.

4. – LIMITATIONS ON CORPORATE AUTHORITY

Distributions to Exempt Organizations. The Church, being organized exclusively for religious purposes, may make distributions to organizations that qualify as exempt organizations under § 501(c) (3) of the Code.

No Distributions to Private Persons. No part of the net earnings of the Church shall inure to the benefit of, or be distributable to, its Members, hereinafter referred to as Covenant Partners, Elders, Deacons, Staff, or any other private person, except that the Church shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Two.

Prohibited Activities. Notwithstanding any other provisions of these By-Laws, the Church shall not carry on any activities not permitted to be carried on by: (a) a corporate entity exempt from federal income tax under § 501(c)(3) of the Code; or (b) a corporate

entity, contributions to which are deductible under § 170(c)(2) of the Code.

5. – COVENANT PARTNERS

Existence of Covenant Partners. The Church at all times shall have Covenant Partners, and the responsibilities and privileges of the Covenant Partners shall be as set forth in this Article 5.

Active Covenant Partners An active Covenant Partner shall be designated as Covenant Partner in good standing who has attended at least 75% of the worship experiences of this congregation during the last six (6) months.

A Covenant Partner In Good Standing shall be determined by a 75% vote of the duly elected leadership.

Responsibilities of Covenant Partners (Covenant Partnership). The Covenant Partners, agree and covenant among themselves and to each other as follows:

High Hill Christian Church Covenant Partnership

Having trusted in Christ alone as my Lord and Savior, and being in agreement with the Family Values, Beliefs and Governance of High Hill Christian Church. I now am called to covenant with God and the High Hill Christian Church family. In doing so, I commit myself to the Lord and to the other covenant partners of this family to protect our unity, share in, serve and support the ministry of the High Hill Christian Church family through pursuing:

Belonging To His Body...

- By growing my personal relationship with Jesus.
- By attending faithfully.
- By having hard conversations and dealing Biblically with conflict and refusing gossip.
- By submitting myself to the Biblical authority of scripture through the care and correction of leadership should the need arise.
- By praying for the health and impact of the church.

- By warmly welcoming those who visit High Hill Christian Church and committing myself to community with those who attend.
- By being a part of a Connection Group that will know me and help me as I seek to Connect With God, Connect With Others and Connect Others With God.

Helping Others Believe In Christ...

- By developing relationships with the unchurched.
- By sharing the story of what God has done in my life with others.
- By praying for, caring for and sharing my story with my ONE.
- By praying for the salvation of non-believers with whom I have a relationship.

Being Trained In God's Truth...

- By committing myself to read, understand and apply the Bible.
- By affirming the authority of God's Word, as well as the other core doctrines, as stated in the High Hill Christian Church Statement of Faith.
- By utilizing the resources of the church to further my understanding and deepen my faith.
- By preparing myself to give a "ready defense" for my faith based on God's Word.

Being Strong In A Life Of Ministry and Worship...

- By serving others in ministry within High Hill Christian Church.
- By giving graciously as God has graciously given to me.
- By understanding and utilizing my spiritual gifts as given from the Holy Spirit

Privileges of Covenant Partners. The following privileges shall belong to the Covenant Partners of the Church:

Amendment of the By-Laws. The Covenant Partners shall have the exclusive power to amend these By-Laws. These By-Laws can be amended only by a 2/3 majority legal vote of the

active, voting Covenant Partners in good standing, at any Congregational Meeting.

Relationship with a Lead Pastor. The Elders shall have the exclusive power to hire a Lead Pastor, who is affirmed by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting. The Elders also shall have the exclusive power to dissolve the pastoral relationship between the Church and the Lead Pastor, unless such dissolution results from a resignation submitted by the Lead Pastor.

Financial Matters. The Elders shall have the exclusive power to adopt or to amend an annual operating budget for the Church, to authorize any non-budgeted expenditure or series of related non-budgeted expenditures that exceed ten percent (10%) of the annual operating budget for the Church, and to authorize the placing of a mortgage or other encumbrance upon any real property owned by the Church, affirmed by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting. The Elders also shall have the exclusive power to authorize the purchase, sale, or conveyance of any real property, or any interest therein, affirmed by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting.

Nomination, Affirmation, and Removal of Elders. The Covenant Partners, pursuant to procedures that the Elders from time-to-time may adopt, shall have the exclusive power to nominate persons to be Elders. Upon affirmative vote of the Elders to appoint a person as an Elder, the Covenant Partners shall have the exclusive power to affirm the appointment by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting. No person shall become an Elder until the appointment of such person as an Elder is affirmed by a 2/3 majority legal vote of the active voting

Covenant Partners in good standing, at any Congregational Meeting. In addition, upon affirmative vote of the Elders to remove temporarily a person from the position of Elder, the Covenant Partners shall have the exclusive power to affirm the removal by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting unless such removal results from a resignation submitted by the Elder. No person shall be removed as an Elder unless the removal is affirmed by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting.

Mergers and Affiliations. The Elders shall have the exclusive power to authorize a merger with any other Church, affirmed by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting. The Elders also shall have the exclusive power to authorize the affiliation or disaffiliation of the Church with any other organization, including a religious denomination, affirmed by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting.

Dissolution. The Covenant Partners shall have the exclusive power to dissolve the Church. Any dissolution of the Church shall require a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting.

Non-Agreement of Elders. The Covenant Partners shall have the exclusive power to decide any matter that the Elders, by affirmative vote, are not able to decide. Any such decision shall require a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, at any Congregational Meeting.

Eligibility Criteria for Covenant Partners. To be eligible to be a Covenant Partner, a person shall meet the following criteria:

Confession of Faith. The person shall be a follower of Jesus Christ, and shall have made a credible public confession of faith in Jesus Christ.

Baptism. The person shall have been baptized by immersion.

Doctrinal Agreement. The person shall have read and expressed agreement with the Church's Statement of Purpose and Statement of Faith, as set forth in these By-Laws.

Covenant Partnership Agreement. The person shall have read and expressed agreement with the Church's Covenant Partnership Agreement, as set forth in these By-Laws.

Training and Education. The person shall have completed such training and/or education, if any, as the Elders from time-to-time may establish for admission into Covenant Partnership.

5.1. *Admission of Covenant Partners.*

Lead Pastor and Associate Pastors. Each of the Lead Pastor and the Associate Pastors shall be a Covenant Partner of the Church. Each such person shall become a Covenant Partner of the Church upon the effective date of the pastoral relationship between the person and the Church, upon the signing of affirmation of the Covenant Partnership Agreement, without any additional vote or action being required with respect to Covenant Partnership. Each such person shall cease to be a Covenant Partner of the Church upon the effective date of the dissolution of the pastoral relationship between the person and the Church, without any additional vote or action being necessary or required with respect to Covenant Partnership.

Other Persons. If a person other than a Lead Pastor or an Associate Pastor meets the eligibility criteria for Covenant Partnership and submits a request to the Church asking to be admitted into Covenant Partnership, then the Elders, by affirmative vote following procedures that they may adopt, may admit the person into Covenant Partnership. The admission of the person into Covenant Partnership shall be effective at the time of the affirmative vote of the Elders.

5.2. *Termination of Covenant Partnership.*

Resignation. If a Covenant Partner submits to the Church a written resignation of Covenant Partnership, then the Covenant Partner's partnership shall terminate. Such termination of Covenant Partnership shall be effective at the time the Church receives the written resignation of Covenant Partnership.

Request for Transfer of Covenant Partnership. If a Covenant Partner submits to the Church a written request for a transfer of the Covenant Partner's partnership to another church, then the Covenant Partner's partnership shall terminate, whether or not the request for transfer of Covenant Partnership is granted. Such termination of Covenant Partnership shall be effective at the time the Church receives the written request for the transfer of partnership.

Failure To Read and Express Agreement with the Church's Covenant Partnership. If a Covenant Partner fails to read and to express agreement with the Church's Covenant Partnership Agreement, as from time-to-time may be requested by the Elders, then the Elders, by affirmative vote following procedures that they may adopt, may terminate the Covenant Partnership. Such termination of partnership shall be effective at the time of the affirmative vote of the Elders.

Obtaining Membership or Becoming Associated with Another Church. If a Covenant Partner becomes a member of,

or associates himself or herself with, another church, then the Elders, by affirmative vote following procedures that they may adopt, may terminate the Covenant Partners partnership. Such termination of Covenant Partnership shall be effective at the time of the affirmative vote of the Elders.

Failing To Participate in the Life of the Church. If a Covenant Partner fails to participate in the spiritual life of the Church for a period of time greater than twelve (12) months, then the Elders, by affirmative vote following procedures that they may adopt, may terminate the Covenant Partners partnership. Such termination of Covenant Partnership shall be effective at the time of the affirmative vote of the Elders.

Spiritual Discipline. If a Covenant Partner has committed, or is committing, sin that is contrary to Biblical teaching and remains in an unrepentant state after reasonable efforts have been made by the Elders to confront the sin, to bring reconciliation, and to restore fellowship, then the Elders, by affirmative vote following procedures that they may adopt, may terminate the Covenant Partners partnership. Such termination of Covenant Partnership shall be effective at the time of the affirmative vote of the Elders.

Death. If a Covenant Partner dies, then the Covenant Partner's partnership shall terminate. Such termination of Covenant Partnership shall be effective at the time of the Covenant Partner's death.

5.3. *Meetings of Covenant Partners.*

Worship Meetings. The Elders shall cause a weekly worship experience to be held. The Elders shall cause such weekly worship experience to be held at such place and at such time as the Elders, by affirmative vote, from time-to-time may establish.

Business Meetings.

Types of Business Meetings.

Annual Business Meeting. The Elders shall cause an Annual Business Meeting of the Covenant Partners to be held once each fiscal year. The Elders shall cause such Annual Business Meeting to be held during the ninety (90) calendar-day period immediately before the end of the fiscal year. The Elders, by affirmative vote and subject to the requirements of this Article 5, shall determine the place, the date, and the time for such meeting. The Elders shall establish the agenda for the meeting. Such agenda shall include the following matters: (a) the affirmation of an operating budget for the Church for the immediately following fiscal year; (b) the affirmation of Elders whose terms shall commence upon the end of the meeting; and (c) any matter that the Elders, by affirmative vote, determine to include in the agenda. Only the Elders shall have the power to establish agenda items for the meeting.

Special Business Meeting. The Elders, by affirmative vote, may cause a Special Business Meeting of the Covenant Partners to be held. The Elders, by affirmative vote and subject to the requirements of this Article 5, shall determine the place, the date, and the time for such meeting. The Elders, by affirmative vote, shall establish the agenda for the meeting. Only the Elders shall have the power to establish agenda items for the meeting.

Location of Business Meetings. All business meetings shall take place in Montgomery County, Missouri.

Notice of Business Meetings. The Elders shall give notice to the Covenant Partners of the place, the date, the time, and the purpose of a business meeting by one or both of the following methods: (a) by a written letter, delivered via first class mail to the last known address of each Covenant Partner, no fewer than twenty-one (21) calendar days before the date of the meeting; or (b) by a written announcement, delivered at a weekly worship experience held no fewer than twenty-one (21) calendar days before the date of the meeting.

Quorum at Business Meetings. The Elders may conduct a business meeting if twenty (20) percent or more of the Covenant Partners of the Church are present at the meeting. The Elders may not conduct a business meeting if fewer than twenty (20) percent of the Covenant Partners of the Church are present at the meeting.

Moderator of Business Meetings. The meeting shall be moderated by an Elder that the Elders, by affirmative vote prior to or at the time of the meeting, select to moderate the meeting

Voting at Business Meetings. Only active Covenant Partners in good standing, 18 years of age or older, may vote at a business meeting. All voting at a business meeting shall a 2/3 majority legal vote of the active, voting Covenant Partners in good standing, as provided for in this Article 5. No proxy voting is permitted. No absentee voting is permitted except upon the approval of the Eldership.

6.

– ELDERS

Existence of Elders. The Church at all times shall have Elders, and the responsibilities and privileges of the Elders shall be as set forth in this Article 6. Each Elder shall be a Director of the Church, as such office is defined in the Act.

Responsibilities of Elders. The Elders shall serve the Covenant Partners. The Elders shall oversee the ministries and resources of the Church. The Elders shall devote their time to prayer, the ministry of the Word (by teaching and encouraging sound doctrine), and the guiding of the activities of the Covenant Partners and the Church. The Elders shall make periodic reports to the Covenant Partners concerning the activities of the Church.

Privileges of Elders. All powers necessary to direct and manage the affairs of the Church not granted by these By-Laws to the Covenant Partners shall belong to the Elders.

Eligibility Criteria for Elders. To be eligible to be an Elder, a person must be a Covenant Partner of the Church, must be designated as an Covenant Partner of the Church, and must meet the standards for being an Elder set forth in the New Testament, including the standards set forth in I Timothy 3:1-7, Titus 1:6-9, and I Peter 5:2-3.

Number of Elders. The Church shall have a number of Elders as the Elders, by affirmative vote, from time-to-time may determine; *provided, however:* (a) that the number of Elders shall never be fewer than three (3) persons; (b) that the number of Elders shall never exceed seven (7) persons; and (c) that at all times sixty-six (66) percent or more of the Elders must consist of persons who are not members of the Church Staff.

6.1. Appointment of Elders.

If a person meets the eligibility criteria for becoming an Elder, then the person shall become an Elder if: (a) pursuant to procedures that the Elders may adopt, one or more of the Covenant Partners nominates such person to be an Elder; (b) the Elders, by affirmative vote following procedures that they may adopt, appoint such person to be an Elder; and (c) the Covenant Partners, by affirmative vote, affirm the appointment of such person as an Elder. Each person selected to be an Elder

shall be voted upon by the Elders, and affirmed by the Covenant Partners, individually.

6.2. *Meetings of Elders.*

Prayer Meetings. The Elders shall meet on a regular basis to pray for the Church and its Covenant Partners.

Business Meetings.

Holding of Business Meetings. The Elders shall conduct a business meeting as soon as reasonably practicable before the Annual Business Meeting of the Covenant Partners, and, at such meeting, the Elders shall appoint Deacons, if any, whose terms shall commence upon the first day of the fiscal year immediately following the affirmation by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing at the Annual Business Meeting of the Covenant Partners. The Elders shall conduct such other business meetings as reasonably may be necessary to oversee the ministries and resources of the Church. Any Elder shall have the power to call a business meeting of the Elders.

Location of Business Meetings. All business meetings of the Elders shall take place in Montgomery County, Missouri. The Elders may waive this location provision if, prior to or at the time of the meeting, the Elders, by unanimous affirmative vote of all of the Elders, regardless of attendance at the meeting, agree to some other location.

Notice of Business Meetings. An Elder calling a business meeting of the Elders shall give actual notice of the place, the date, the time, and the purpose of the meeting to all other Elders. The notice shall be given no fewer than seven (7) calendar days before the date of the meeting. The Elders may waive this notice provision for a

meeting if, prior to or at the time of the meeting, the Elders, by unanimous affirmative vote of all of the Elders, regardless of attendance at the meeting, determine to waive the notice provision.

Quorum at Business Meetings. The Elders may conduct a business meeting of the Elders if more than fifty (50) percent of the Elders are present at the meeting. The Elders may not conduct a business meeting of the Elders if fifty percent (50) or fewer of the Elders are present at the meeting.

Moderator of Business Meetings. The meeting shall be moderated by an Elder that the Elders, by affirmative vote prior to or at the time of the meeting, select to moderate the meeting.

Voting at Business Meetings. All voting at a business meeting shall be by Super-Majority Vote, unless otherwise provided in this Article 6. A Super-Majority Vote shall require an affirmative vote of sixty-six (66) percent or more of the Elders present at a meeting of the Elders. No proxy or absentee voting is permitted.

Consents in Lieu of Business Meetings. Any action that may be taken at a business meeting may be taken, without a meeting, if a consent, in writing and setting forth the action taken, is signed by all of the Elders.

6.3. *Terms of Elders.*

A person shall serve as an Elder for a term that begins at the end of the business meeting of the Covenant Partners at which the appointment of the person as an Elder is affirmed by

the Covenant Partners and that ends at the conclusion of the next Annual Business Meeting of the Covenant Partners, unless such person resigns or is removed from office effective at an earlier date, in which such case, the term shall end upon the effective date of the resignation or removal from office.

6.4. *Removal of Elders.*

Temporary Removal. The Elders, by affirmative vote following procedures that they may adopt, may remove temporarily a person from the office of Elder. The temporary removal of the person from the office of Elder shall be effective at the time of the affirmative vote of the Elders. In such event, the person shall cease to serve as an Elder until such time as a Special Business Meeting of the Covenant Partners is held and a vote of the Covenant Partners is taken with respect to whether or not to affirm the removal.

Permanent Removal. In the event the Elders, by affirmative vote, remove temporarily a person from the office of Elder, then the Elders shall call a Special Business Meeting of the Members at the earliest practical date. The purpose of such Special Business Meeting shall be for the Covenant Partners to vote on whether to affirm the removal of the person from the office of Elder. In the event the Covenant Partners, by affirmative vote, affirm the removal of the person from the office of Elder, then the person shall be removed from the office of Elder. In such case, the removal of the person from the office of Elder shall be effective at the time of affirmation of the removal by the Covenant Partners, and the person thereafter shall not be or serve as an Elder. In the event the Covenant Partners, by affirmative vote, fail to affirm the removal of the person from the office of Elder, then the temporary removal of the person from the office of Elder shall be overturned, and the

person shall be returned to the office of Elder and shall continue to serve as an Elder.

No Compensation of Elders. No Elder shall be compensated for serving as an Elder.

7.

DEACONS

Existence of Deacons. The Church at all times shall have Deacons, and the responsibilities and privileges of the Deacons shall be as set forth in this Article 7. Each Deacon shall be an officer of the Church, as such position is defined in the Act.

Responsibilities of Deacons. Deacons shall be responsible for serving the Covenant Partners, subject to the direction and control of the Elders. Specifically, Deacons shall be responsible for caring for the spiritual, physical, and emotional needs of Covenant Partners and the Church.

Eligibility Criteria for Deacons. To be eligible to be a Deacon, a person must be a Covenant Partner of the Church, and must meet the standards for being a deacon set forth in the New Testament, including the standards set forth in Acts 6:1-7 and I Timothy 3:8-12. A Deacon may not be an Elder.

Deacon Positions. The Church shall have Deacon positions, as the Elders, by affirmative vote, from time-to-time may designate. Deacons whose specific responsibilities and privileges are not prescribed by these By-Laws shall have the responsibilities and privileges that the Elders, by affirmative vote, from time-to-time may prescribe. No person may hold more than one Deacon position at a single time.

Appointment of Deacons. If a person meets the eligibility criteria for becoming a Deacon, then the person shall become a Deacon if: (a) pursuant to procedures that the Elders may adopt, one or more of the Elders nominates such person to be a Deacon; and (b) the Elders, by affirmative vote following procedures that they may

adopt, appoint such person to be a Deacon; and (c) following the affirmation by a 2/3 majority legal vote of the active, voting Covenant Partners in good standing. The person shall become a Deacon effective on such date as the Elders, by affirmative vote, may designate. Each person selected to be a Deacon shall be voted upon by the Elders and the Covenant Partners individually.

Terms of Deacon Offices. A person shall serve as a Deacon for a term that begins on such date as may be designated by the Elders and that ends at the conclusion of the fiscal year for which such person is appointed to serve as a Deacon, unless such person resigns or is removed from office effective at an earlier date, in which such case the term shall end upon the effective date of the resignation or removal from office.

Removal of Deacons. The Elders, by affirmative vote following procedures that they may adopt, may remove a person from the office of Deacon. The removal of the person from the office of Deacon shall be effective at the time of the affirmative vote of the Elders, or on such other date as the Elders, by affirmative vote, may designate, and the person thereafter shall not be or serve as a Deacon.

No Compensation of Deacons. No Deacon shall be compensated for serving as a Deacon.

8. CHURCH STAFF

Lead Pastor. The Church may employ a Lead Pastor as the Covenant Partners, by affirmative vote, from time-to-time may determine to be appropriate. The Lead Pastor must meet the eligibility requirements for becoming a Covenant Partner. The Lead Pastor, along with the Elders, shall be responsible for overseeing the ministries and resources of the Church. The Lead Pastor shall guide the activities of the Church and its Covenant Partners, and shall oversee the other Covenant Partners of the Church Staff. The pastoral relationship between the Church and the Lead Pastor shall commence upon the effective date of the hiring of the Lead Pastor. The pastoral relationship between the Church and the Lead Pastor shall terminate immediately upon either of the following: (a) the effective

date of a written resignation received by the Church from the Lead Pastor, without any additional vote or action being necessary or required; or (b) the effective date of an action by the elders to dissolve the pastoral relationship.

Associate Pastors. The Church may employ one or more Associate Pastors as the Elders, by affirmative vote, from time-to-time may determine to be appropriate. An Associate Pastor must meet the eligibility requirements for becoming a Covenant Partner. An Associate Pastor shall assist the Lead Pastor in guiding the activities of the Church and its Covenant Partners. An Associate Pastor shall assume such specific responsibilities as the Elders, by affirmative vote, from time-to-time may assign to such person. The pastoral relationship between the Church and an Associate Pastor shall commence upon the effective date of the hiring of the Associate Pastor. The pastoral relationship between the Church and an Associate Pastor shall terminate immediately upon either of the following: (a) the effective date of a written resignation received by the Church from the Associate Pastor, without any additional vote or action being necessary or required; or (b) the effective date of an action by the Lead Pastor, affirmed by the Elders to dissolve the pastoral relationship.

Other Staff. The Church may employ such additional staff as the Elders, by affirmative vote, from time-to-time may determine to be appropriate. A member of the staff shall assume such specific responsibilities as the Elders, by affirmative vote, from time-to-time may assign to such person. The relationship between the Church and a member of the staff shall commence upon the effective date of the hiring of such person. The relationship between the Church and a member of the Staff shall terminate immediately upon either of the following: (a) the effective date of a written resignation received by the Church from such person, without any additional vote or action being necessary or required; or (b) the effective date of an action by the Lead Pastor, affirmed by the Elders to dissolve the relationship.

9.

-BOOKS AND RECORDS

Books and Records. The Church shall keep correct and complete books and records of accounts, and shall conduct an annual audit of such books and records. The Church also shall keep minutes

of the proceedings of its Covenant Partners, and shall keep, at the Church's principal office, a record giving the names and addresses of the Covenant Partners of the Church. Upon a written request made by a Covenant Partner to inspect the books and records of the Church for a proper purpose, as determined by the elders, the Covenant Partner shall have the right to inspect all of the books and records of the Church at any reasonable time.

10. FISCAL YEAR

Fiscal Year. The Fiscal Year of the Church shall be *October 1st - September 30th*.

11. – INDEMNIFICATION

Covenant Partners, Elders, and Deacons. The Church shall indemnify any person who was or is a party, or is threatened to be made a party to or witness in, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was a Covenant Partner, Elder, or Deacon, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit, or proceeding to the fullest extent and in the manner set forth in and permitted by the Act and any other applicable law, as from time-to-time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such Covenant Partner, Elder, or Deacon, may be entitled apart from the foregoing provision. The foregoing provision of this Article shall be deemed to be a contract between the Church and each Covenant Partner, Elder, and/or Deacon, who serves in such capacity at any time while this Article and the relevant provisions of the Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore, or thereafter, brought or threatened based in whole or in part on any such state of facts.

Employees and Agents. The Church may indemnify any person who was or is a party, or is threatened to be made a party to or witness in, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was an employee or agent of the Church, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit, or proceeding to the extent and in the manner set forth in and permitted by the Act and any other applicable law, as from time-to-time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

12. DISSOLUTION

Right To Dissolve. The Covenant Partners of the Church, by the required affirmative vote, may dissolve the Church.

12.1. Disposition of Property upon Dissolution.

Disposition to Central Christian College Of The Bible. If the Church dissolves or ceases to function as a Church, then, after the satisfaction of all obligations, debts, and liabilities of the Church, all of the assets of the Church, including its personal and real property, appurtenances, and effects, shall inure to the benefit of, and become the property of, Central Christian College Of The Bible, at that time, exists and is willing and able to accept the assets of the Church under the conditions of § 501(c)(3) of the Code.

13. DISPUTE RESOLUTION

13.1. Dispute Resolution Principles.

The Church is committed to resolving in a biblical manner all disputes that may arise within its body. This commitment is based upon God's command that Christians should strive earnestly to live at

peace with one another (see Mathew 5:9, John 17:20-23; Romans 12:18; Ephesians 4:1-3) and that when disputes arise, Christians should resolve them according to the principles set forth in the Bible (see Proverbs 19:11; Matthew 5:23-25, 18:15-20; I Corinthians 6:1-8; Galatians 6:1). The Church believes that these commands and principles are obligatory on all Christians, and absolutely essential for the well being and work of the Church. Therefore, any and all disputes in this Church shall be resolved according to biblical principles, and shall follow the processes set forth in this Article.

13.2. *Disputes among Covenant Partners.*

If a Covenant Partner of the Church has a conflict with, or is concerned about the behavior of another Covenant Partner of the Church, then the matter shall be addressed as follows:

- 1. *Examination.*** The concerned Covenant Partner shall prayerfully examine himself or herself, and shall take responsibility for his or her contribution to a problem (Matthew 7:3-5), and he or she prayerfully shall seek to discern whether the concern is so serious that it cannot be overlooked (Proverbs 19:11, 12:16, 15:18, 17:14, 20:3; Ephesians 4:2; Colossians 3:13; I Peter 4:8).
- 2. *Confrontation.*** If the concern is too serious to overlook, the concerned Covenant Partner shall go, repeatedly if necessary, and talk to the Covenant Partner whose behavior is at issue in an effort to resolve the matter personally and privately, having first confessed his or her own wrongdoing (Matthew 18:15).
- 3. *Intervention.*** If the Covenant Partner whose behavior is at issue will not listen and if the problem is too serious to overlook, the concerned Covenant Partner shall return with one or two other people who will attempt to help the parties resolve their differences (Matthew 18:16); these other people may be Covenant Partners or Elders of the

Church, other respected Christians in the community, or trained mediators or arbitrators (conciliators) from a Christian conciliation ministry. At the request of either party to the dispute, the Church shall make every effort to assist the parties in resolving their difference and being reconciled.

4. *Disputes Between Covenant Partners of the Church Concerning the Church's Theology or Church Property Ownership.*

If a dispute arises between Covenant Partners of the Church concerning the Church's theology or Church property ownership, and if such dispute cannot be resolved within thirty (30) days through discussions based upon Matthew 18:15-17, then the dispute shall be resolved as follows: The dispute shall be submitted to mediation conducted by an outside party. If the matter cannot be resolved through such mediation, then the by an outside party, through such procedures that it may adopt, shall make a determination as to the following: (a) whether a dispute concerning the Church's theology or Church property ownership exists between Covenant Partners of the Church; and (b) if such dispute between Covenant Partners of the Church exists, which Covenant Partners are abiding by these By-Laws. The decision of the outside party with respect to such matters shall be final and non-appealable. The assets of the Church then shall be controlled by those Covenant Partners who are found by an outside party to be abiding by these By-Laws.

5. *Disputes between Covenant Partners and the Church.*

In the event of any deadlock, claim or other dispute among the Covenant Partners, Elders, officers, directors, or

employees of the Church arising from or related to these By-Laws or the Church which is not resolved within thirty (30) days of notice from one party to all other interested parties, then such deadlock, claim or other dispute shall be settled by Biblically-based mediation and, if necessary, legally binding arbitration in accordance with the then current Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (complete text of the Rules is available at (www.Peacemaker.net)). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. Any costs incurred hereunder shall be paid equally by the parties involved in the procedure. These methods shall be the sole and exclusive remedy for any such deadlock, claim or other dispute arising from or related to these By-Laws of the Church, provided, however, that if a dispute involves matters set forth in Article 13.2.4 above, the dispute shall be resolved by means of the procedure stated in section 13.2.4; and further provided, that the decisions of the Board of Elders on matters of church discipline shall find and not subject to section 13.2.4 or section 13.2.5.

14.

AMENDMENT

Right To Amend. The Covenant Partners of the Church, by affirmative vote, may amend these By-Laws.

Process for Amendment. The Covenant Partners may amend these By-Laws only as follows: (a) the Elders, by affirmative vote, shall approve a proposed amendment; (b) the Elders shall submit the proposed amendment to the Covenant Partners at a duly-called Annual Business Meeting or Special Business Meeting; and (c) the Covenant Partners, by affirmative vote, must approve the proposed amendment at a subsequent duly-called Annual Business Meeting or Special Business Meeting that takes place no earlier than ninety (90)

calendar days after the date of the business meeting at which the proposed amendment was submitted to the Covenant Partners.