



NORTH **METRO** CHURCH

BYLAWS

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Preamble

WHEREAS, it is the express purpose of God our Heavenly Father to call out of the world a saved people who shall contribute to the Body of Christ, built and established on the foundation of the apostles and prophets, Jesus Christ being the Chief Cornerstone, and,

WHEREAS, the members of the Body of Christ are enjoined to assemble themselves together for worship, fellowship, counsel, and instruction in the Word of God and the work of the ministry, and for the exercise of those spiritual gifts and offices provided for in the New Testament, therefore,

BE IT RESOLVED, that we recognize ourselves as a body of Christian believers working together for the common purpose of spreading the gospel of our Lord and Savior Jesus Christ, and that under the laws of the State of Colorado we may exercise all the rights and privileges granted to religious bodies.

ARTICLE I Name

The name of this corporation is North Metro Church S.B.C. 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 "North Metro Church," "NMC," and such other names as the Elders of the Church, as defined in §10.1, shall determine from time to time.

ARTICLE II Nonprofit Status

The Church is a nonprofit corporation under the laws of the state of Colorado and is organized under the Colorado Revised Statutes ("CRS"), Title 7. Federal tax exemption is granted under Internal Revenue Code 501(c)(3).

ARTICLE III Purposes

The Church is formed for any lawful purpose or purposes not expressly prohibited under the Colorado Revised Nonprofit Corporation Act (the "CRNCA"). 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. 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 the Christian religion 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 eleemosynary institution, without limitation (Titus 1:5; Psalm 107:3; Acts 2:42,46,47; Hebrews 10:25);
- (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 (1 Thessalonians 5:12; 2 Thessalonians 2:15; 3:4; Hebrews 13:17);
- (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 Colorado 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 (Matthew 28:19–20).

ARTICLE IV Powers and Restrictions

Except as otherwise provided in these Bylaws and in order to carry out the above-stated purposes, the Church shall have all those powers set forth in the CRNCA, 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 Articles of Incorporation 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 Articles of Incorporation 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, 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, 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.

The Church is prohibited from engaging in activities which violate its written doctrines, and from condoning, promoting, or allowing any of its assets to be used for activities that violate its written doctrines.

ARTICLE V Affiliations

The Church is autonomous and maintains the right to govern its own affairs, independent of denominational control. Recognizing, however, 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 §10.1.8.

ARTICLE VI Meetings

6.1 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.

6.2 Church Business Meetings

The Elders shall have the authority to call a Church business meeting or special meetings as needed. An annual business meeting is not required. The time, place, and nature of upcoming Church business or special meetings will be communicated to the Church at least fourteen (14) days in advance. The method of communication may include verbal announcement or written notification using digital delivery, such as email or online post, or physical media, such as letter, postcard, or handbill.

A proper quorum for Church business meetings is defined as ten (10) percent of Members. A quorum is required for voting matters. Voting by proxy is prohibited.

ARTICLE VII Articles of Faith

7.1 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.

Members have the responsibility and opportunity to engage Elders (as defined in §10.1.1) and Church staff on areas of theological disagreement. However, membership 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.

7.2 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 Members 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 membership in North Metro Church.

The Elders may expand and further annotate the Church’s doctrines to include additional beliefs of the Church beyond this Statement of Basic Belief. Such expanded statements will be contained in the Policies and Procedures Manual. If there is an apparent contradiction, the statements in the Bylaws supersede any other published statements.

Revisions to the Statement of Basic Belief 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 Members of the Church.

We believe...

- The Scriptures are true, authoritative, and sufficient (Psalm 19:7–11; 2 Timothy 3:16; 2 Peter 1:20–21).
- There is only one living and true God (Deuteronomy 6:4; Isaiah 46:9–10; John 17:3, 1 Corinthians 8:4–6; 1 Timothy 2:5).
- The Father is God. The Son is God. The Holy Spirit is God. The Father is neither the Son nor the Holy Spirit. The Son is neither the Father nor the Holy Spirit. The Holy Spirit is neither the Father nor the Son (Genesis 1:26; Psalm 45:6–7; Psalm 110:1; Matthew 3: 13–17; Matthew 28: 17–20; 1 Corinthians 12:4–6).
- Jesus Christ is the eternal Son of God, was born of a virgin and is both fully God and fully human (Matthew 1:20; Luke 2:52; John 1:1–4, 14; Colossians 1:15–20; Hebrews 1:1–3).

- Jesus Christ died as my substitute to pay the penalty for my 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).
- All people (Christ excluded) are, by birth and action, sinners. The deserved penalty for sin is death, both physical and spiritual (Genesis 6:5; Psalm 51:5; Jeremiah 17:9; Romans 3:23; 5:8, 12–21, 7:18; Ephesians 2:1–3; Genesis 2:15–17; Genesis 3:19, Romans 5:12; 6:23, James 1:14–15).
- 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).
- Only by trusting in the person and work of Jesus Christ alone can I be reconciled to God and experience true life and joy (John 3:18, 14:6; Acts 4:12; Romans 3:21–26; 1 Timothy 2: 5–6).

7.3 Statement on Marriage and Human Sexuality

7.3.1 Marriage

Marriage is a Biblical institution established by God as clearly described in the Scriptures (Genesis 2:24, Matthew 19:1–9, Mark 10:1–12). The Church recognizes that marriage is the uniting of one man and one woman in covenant commitment for a lifetime. Accordingly, this Church, its Pastors, Elders, Deacons, Members, and Staff will not participate in or perform same sex unions or same sex marriages, nor shall its property or resources be used for such purposes. The Church reserves the right to refuse to allow use of the Church property or facilities to perform any wedding ceremony or other event that, in its sole discretion, is inconsistent with the Church’s statement of faith and contrary to Biblical standards for marriage and with this marriage policy.

7.3.2 Human Sexuality

The Bible teaches that legitimate sexual relations are exercised solely within marriage between one man and one woman (Matthew 15:19, 1 Corinthians 6:9–11, 1 Thessalonians 4:3, Hebrews 13:4). Hence, the Church opposes all forms of sexual immorality, including adultery, homosexuality, and pornography.

Moreover, the Church also regards as sinful the intent or desire to surgically alter one’s biological sex to a different sex. Since the body is a creation of God, the Church holds sexual identity to be biologically determined, and associated gender norms are to be observed as appropriate to biblical standards (Genesis 1:27, Romans 1:26–32, 1 Corinthians 6:9–11).

7.3.3 Affirmation

Every Pastor, Elder, Deacon, Staff, Volunteer, and Member by virtue of their membership, affirms their agreement with this §7.3, and agrees to conduct themselves in a manner with which it is consistent.

7.3.4 Authority

The Church’s Statement on Marriage and Human 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 §7.3 shall not be subject to change through popular vote; referendum; prevailing opinion of Members or the general public; influence of or interpretation by any government authority, agency, or official action; or legal developments on the local, state, or federal level.

ARTICLE VIII Church Property

8.1 Maintenance and Records

The Facility Maintenance Staff or other designee(s) shall be responsible to maintain a list of all property and assets of the Church for the purposes of maintenance and protection of the property; preservation of records concerning the purchase, repair, and value of the property; maintaining any required licenses on the property; and confirming that the proper insurance is maintained on the property.

8.2 Stewardship of Church Property

All property owned by the Church, whether real, personal, or intangible, are legally owned by the Church and shall be used as God-provided resources for furthering the objectives and accomplishing the purposes of the Church as described herein. No members have any individual rights of ownership in any Church property and have no right to utilize any of the property of the Church other than in accordance with the operating policies governing access to and use of the property.

8.3 Approval of Use of Church Property and Transactions

General access to use of Church properties and budgeted transactions involving Church property shall be in accordance with the policies approved by the Elder council, such as the Facility Use Policy, and administered by the Staff or designee(s).

8.4 Third-Party Use

In accordance with the Facility Use Policy and upon the approved third party signing the Facility Reservation Request and Agreement and paying appropriate fees for required security deposit, usage, maintenance, and insurance charges, and upon approval by a Pastor or their designee, the Staff may authorize third parties to use Church facilities. No such use will be allowed, however, until the primary representative signs an agreement acknowledging the Church's Facility Use Policy, which contains the Church's statement of faith and doctrine, and agrees that there will be no activities or communications or advocacy of positions contrary to the same.

ARTICLE IX Membership

9.1 Requirements

Membership within the Church is first predicated on one having a personal, growing relationship with God through Jesus Christ, and making a public profession of Christian faith through baptism after conversion. In addition, Members shall have completed all of the requirements of membership as defined by the Elders; and Members shall have signed the Church Membership Agreement, as it is revised, amended, or restated from time to time, thus committing themselves to the responsibilities therein assigned.

9.2 Responsibilities

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

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

- 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 regularly remembering and celebrating the person and work of Christ through the Lord’s supper;
- to steward the resources God has given each Member. 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). Each Member should strive toward holiness in attitudes and actions while stirring and stimulating love and good deeds through the Spirit. Below are a few examples of actions addressed in the Scriptures:
 - Members will practice complete chastity unless married and, if married, complete fidelity within heterosexual and monogamous marriage. Complete chastity and fidelity means, among other things, that regardless of a Member’s marital status, such Member will pursue purity and abstain from sexually immoral practices such as adultery, homosexuality, premarital sex, and pornography (Romans 13:11–14; 1 Corinthians 6:15–20, 10:8; Ephesians 5:3; 1 Thessalonians 4:1–8; Hebrews 13:4);
 - Each Member will seek to preserve the gift of marriage and agree to walk under the guidance of North Metro Church before pursuing divorce from his or her spouse (Matthew 19:1–12; Mark 10:1–12; Luke 16:18; 1 Corinthians 7:10–11; for the role of the church in the process of divorce, see Paul’s concern for the resolution of legal matters within the assembly of the church in 1 Corinthians 6);
 - Members will refrain from sinful behavior as the Bible instructs, such as drunkenness, drug abuse, and gossip. (Romans 1:28–32, 13:13; Galatians 5:19–21; Ephesians 5:18; James 3:3–18);
- 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 18:15–20; 1 Corinthians 5:9–13; Hebrews 12:5–11);
- to do the following when the Member sins:
 - confess the sin to God and to fellow believers;
 - repent and seek help to put the sin to death (Romans 8:13; Colossians 3:5; James 5:16; 1 John 1:6–10);
- 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 the Member leave the Church:
 - notify the church office or an appropriate staff member;
 - seek another church where the individual can continue living out their biblical responsibilities.

9.3 Voting by Members

The Members of the Church, ages 16 years and older, shall vote on the matters of (a) the annual operating budget; (b) any loan that results in cumulative indebtedness exceeding twenty percent (20%) of the current, annual Church operating budget; (c) disposition of substantially all of the Church’s assets;

(d) merger or dissolution of the Church; (e) any proposed change to these Bylaws that would reduce, revoke, or otherwise attenuate a right granted to the Members in the then-current Bylaws; (f) the appointment or termination of a Lead Pastor by recommendation of the Elders; and (g) other actions deemed major and extraordinary by the Elders.

The time, place, and nature of upcoming votes will be communicated to the Church at least fourteen (14) days in advance, and Church Members shall have an opportunity to submit questions, comments, and concerns, which will be considered by the Elders on a case-by-case basis.

Voting shall take place during public worship services, a special business meeting, or as determined in the sole discretion of the Elders. Voting by proxy is prohibited. Only Church Members shall be permitted to vote on any matter under this §9.3. For matters other than the vote on a Lead Pastor, a simple majority, defined as a result greater than 50% when the number of affirmative votes is divided by the number of total votes cast, shall constitute a passing vote. For the vote on hiring or terminating a Lead Pastor, a 75% affirmative vote is required to constitute a passing vote. Voting results shall be communicated to Church Members not later than thirty (30) days following such vote.

9.4 Membership Review and Removal

Membership is reviewed on a periodic basis. Members can be removed through (a) voluntary resignation of membership by one in good standing, (b) death, (c) a decision by the Elders as a result of a membership review that indicates the Member is no longer active, or (d) a decision by the Elders as a result of the disciplinary process.

Members are prohibited from voluntarily resigning their membership while subject to the formal disciplinary process.

ARTICLE X Church Directors, Elders, Officers, Staff, and Deacons

10.1 Directors (Elders)

10.1.1 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 CRNCA.

Subject to the provisions and limitations of the CRNCA, 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 §10.1 and throughout these Bylaws, the terms “Elders,” “Elder body,” and “Elder council” are used interchangeably to mean a quorum of Elders acting in accordance with §10.1.8 herein.

The Elder council shall consist of such number of Elders as may from time to time be nominated and elected in accordance with these Bylaws, provided that the total number of Elders shall not be less than six (6) active Elders. The Elder council shall include a simple majority of Lay Elders, as such position is defined in §10.1.2 below. If for any reason the Elder council does not include a simple majority of Lay Elders, then the Elders shall begin the process outlined in §10.1.5 below to restore the required composition.

Elders are entrusted with the care and governance of the Church (1 Peter 5:1–4), leading the Church from a centralized vantage point. The Elder council’s oversight includes, but is not limited to, teaching, protecting, leading, disciplining, equipping, and caring for the corporate Church body and its individual Members, as well as the oversight of all ministry, operations, and finances of the Church. The Elders are also responsible for being obedient to the Scriptures in the doctrine of the Church, establishing the overall vision of the Church, and appointing new Elders.

10.1.2 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 member. Vocational Elders are defined as those Elders who are in the employ of the Church as regular part-time or full-time staff members.

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 or designate his personal housing allowance.

10.1.3 Qualifications

The minimum qualifications for Elders shall not be less than those listed in 1 Timothy 3:1–7 and Titus 1:5–9, including without limitation the requirement that Elders be men. In addition to the minimum qualifications given in Scripture, Elders must be Members who fully subscribe to the Church’s Articles of Faith (Article VII) 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. The Lead Pastor must meet all the qualifications of an Elder in addition to qualifications deemed necessary for the position of Lead Pastor.

10.1.4 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 council, as a group, shall supervise the Lead Pastor of the Church; the Lead Pastor shall supervise all other Church staff, including Vocational Elders; the Vocational Elders, as individuals, shall supervise those employees reporting to them hierarchically within the Church staff. The Elders may delegate to Church employees any and all duties and responsibilities the Elders deem reasonable, subject to the rights, if any, of the person under contract of employment.

The Elders of the Church shall vote on the matters of (a) appointment of any Elder, (b) doctrinal issues, (c) removal of any Elder, and (d) other actions deemed major and extraordinary by the Elders. Elder votes on any matter may be communicated to the Church at the sole discretion of the Elders, other than a vote on the appointment of any Elder, which shall follow the procedure outlined in §10.1.5 below.

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

10.1.5 Selection and Term of Office

The Elders shall have the sole authority to appoint new Elders, except that the Lead Pastor is automatically also an Elder. A man shall be appointed as an Elder by a passing vote of the Elder body (as defined in §10.1.8 below) after he has been tested and proven to meet the qualifications stated in §10.1.3 above. 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 Members.

The proposed appointment of any Elder shall be communicated to the Church at least fourteen (14) days in advance and Church Members shall have an opportunity to submit questions, comments, and concerns, which will be considered by the Elders on a case-by-case basis.

Confirmation and appointment of a new Elder shall be at the sole and final discretion of the existing Elders and effectuated upon their passing vote.

Once ordained, Elders hold the position indefinitely unless removed by resignation or disqualification, or termination in the case of the Lead Pastor or vocational Elder. With the exception of the Lead Pastor, Elders serve on a rotation of a minimum of three (3) years active with one (1) year inactive, with consideration to maintaining the active Elder requirements and other possible extenuating circumstances. The Lead Pastor remains active throughout his tenure. Inactive Elders are nonvoting members of the Elder council. The purpose of the inactive period is for rest and recuperation. If the Elder body determines that an Elder needs an extended Sabbath because of a legitimate need (e.g., illness or tragedy), then such Elder may transition to being an inactive Elder for a set period of time determined by the Elder council.

To resign from the Elder body, an Elder shall notify, in writing, the officers of the Church who are also members of the Elder body. Such officers shall determine the most fruitful and edifying way to notify the remaining Elders and the Church Members. A vacancy in the Elder body because of death, resignation, removal, or any other cause shall be filled only in the manners prescribed in these Bylaws. Such vacancies may be filled as they occur.

10.1.6 Removal

Any Elder may be removed from the office of Elder for not upholding the expectations of §10.1.3. Discipline of Elders must be consistent with the standards set forth in Article XIII of these Bylaws. 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 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. The Elder under consideration for removal shall not have voting rights while such removal is considered.

10.1.7 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 conference telephone or similar communication equipment, as long as all of the Elders participating in the meeting can hear one another. All Elders participating virtually (e.g., by telephone or other electronic medium) shall be deemed present at such meetings.

10.1.8 Definition of Quorum and Passing Vote

A proper quorum is defined as seventy-five (75) percent of active 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.

10.2 Officers

10.2.1 Officers

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

The Chairman and Vice Chairman shall be members of the Elder body. Other officers shall be either members of the Elder body or qualified and approved members of the Church staff. Qualification and approval of all Officers is at the sole discretion of the Elder council.

10.2.2 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 or are actively employed by the Church. Officers may be re-elected.

10.2.3 Removal of Officers

Any Officer may be removed from office. A written notice of proposed removal of any Officer shall be given to such Officer by the Secretary, or by an Elder appointed by the Chairman at least ten (10) days prior to the meeting at which an action to effectuate such removal is to occur, to ensure that the Officer is given reasonable opportunity to defend himself. The Officer 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. The Officer under consideration for removal shall not have voting rights while such removal is considered.

10.2.4 Vacancies

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.

10.2.5 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 §10.1.7. 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 in a minute book of the Church minutes of all meetings of the Elders and all votes taken at such meetings. The Secretary shall have charge of the official records and seal of the Church and 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 financial staff members 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 from time to time by the Elders.

10.3 Church Staff

Staff may be employed and compensated by the Church to perform duties under the direction and supervision of the Lead Pastor.

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.

10.4 Deacons

10.4.1 Number

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

10.4.2 Qualifications and Definition

Deacons may be men or women, to meet the qualifications as specified in 1 Timothy 3:8–13 and Acts 6:3.

10.4.3 Term and Rotation

Deacons will serve on a routine schedule, rotating from active to inactive status to ensure rest and time for extended prayer and reflection. The term and schedule will be determined by the Elders.

10.4.4 Responsibility

The overall responsibility of the diaconate is to assist the Elders in their service and equipping functions.

The role of Deacons at the Church is explained and substantiated in the Church's deacon guidelines. Such resource provides additional explanation but shall not be incorporated into these Bylaws by reference, nor shall it replace the text of this §10.4. In the event of any disagreement of the deacon guidelines with these Bylaws, the Bylaws shall prevail.

10.4.5 Vacancies

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.

10.4.6 Appointments and Confirmation

The Elders shall have the sole authority to appoint Deacons. The Elders shall communicate prospective Deacons to the Church or a subset thereof no less than fourteen (14) 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.

10.4.7 Removal of Deacons

Any Deacon may be removed from office for not upholding the expectations of §10.4.2 or §10.4.4. A written notice of proposed removal of any Deacon shall be given to the Elders at least ten (10) days prior to the meeting at which an action to effectuate such removal is to occur, to ensure that the Deacon is given a reasonable opportunity for defense. The Deacon shall have the opportunity to answer the charges in the presence of his or her accusers, but shall not be present during the discussion and vote on his or her removal. The removal of a Deacon requires a passing vote of the Elders.

ARTICLE XI Registered Agent

The Registered Agent is to be elected by the Elders and shall serve a term of two (2) years. The Registered Agent may be re-elected. The Registered Agent shall receive communication from the State and maintain the Church's legal standing as a non-profit corporation in the State of Colorado, such as by filing the annual report.

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. All ordained staff members are expected to assist in baptism, communion, prayer, and other ministerial duties. Furthermore, ordained individuals are expected to be available to officiate weddings and funerals.

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

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

The Church's ordination and licensing processes are explained and substantiated more fully in its ordination and licensing guidelines. Such resource provides additional explanation but shall not be incorporated into these Bylaws by reference, nor shall it replace the text of Article XI above. In the event of any disagreement with these Bylaws, the Bylaws shall prevail.

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. In accordance with the biblical pattern generally outlined in Matthew 18:15–17, a person who evidences such sin will be confronted in an initial one-on-one meeting, followed by escalating engagement by ministerial and pastoral staff and Elders.

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

The process of discipline within the Church is explained more fully in the Church's discipline guidelines. Such resource provides additional explanation but shall not be incorporated into these Bylaws by reference, nor shall it replace the text of Article XIII above. In the event of any disagreement of the discipline guidelines document with these Bylaws, the Bylaws shall prevail.

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 a trespasser on Church property and may be ejected summarily. 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 of Directors, Officers, Employees, and Agents

15.1 Definitions

For purposes of this Article, the following terms shall have the meanings set forth below:

- A. "Corporation" means the Church and, in addition to the resulting or surviving corporation, any domestic or foreign entity that is a predecessor of a corporation by reason of a merger, consolidation, or other transaction in which the predecessor's existence ceased upon consummation of the transaction.
- B. "Director" means an individual who is or was an Elder of the Corporation, and an individual who, while such an Elder of the Corporation, is or was serving at the Corporation's request as an

Elder, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic corporation or other entity or employee benefit plan. A Director shall be considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context otherwise requires, the estate or personal representative of a director.

- C. "Expenses" means the actual and reasonable expenses, including counsel's fees, incurred by a party in connection with a proceeding.
- D. "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan) or reasonable expenses.
- E. "Official capacity," when used with respect to a director of the Corporation, means the office of director in the Corporation and, when used with respect to a person in a capacity other than as a Director (even if such person is also a director), means the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Corporation in the performance of his or her duties in his or her capacity as such officer, employee, fiduciary, or agent. "Official capacity" does not include service for any other foreign or domestic corporation or for any other entity or employee benefit plan when acting directly on behalf of such other corporation, entity, or employee benefit plan as a director, officer, employee, fiduciary, or agent thereof.
- F. "Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer, employee, or fiduciary of the Corporation, and any person who, while a director, officer, employee, or fiduciary of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic corporation or of any other entity or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the Corporation's request if such party's duties to the Corporation also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan. "Party" includes, unless the context otherwise requires, the estate or personal representative of such party.
- G. "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitrative, or investigative (including an action by or in the right of the Corporation) and whether formal or informal.

15.2 Right to Indemnification

- A. Standards of Conduct. Except as provided in Paragraph D below, the Corporation shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if (a) such party conducted himself or herself in good faith, (b) such party reasonably believed (i) in the case of a director acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, or (ii) in all other cases, that such party's conduct was at least not opposed to the Corporation's best interests, and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 2, any party acting in his or her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in Paragraph A(b)(i), even if such party is sued solely in a capacity other than as such director.
- B. Employee Benefit Plan. A party's conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Paragraph A(b)(ii). A party's conduct with respect to an employee benefit plan for a purpose that such party did not

reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Paragraph A(a).

- C. Settlement. The termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the party did not meet the applicable standard of conduct set forth in Paragraph A.
- D. Indemnification Prohibited. Except as hereinafter set forth in Paragraph E, the Corporation may not indemnify a party under this Section 2 either in connection with (a) any proceeding by or in the right of the Corporation in which the party is or has been adjudged liable to the Corporation, or (b) any proceeding charging that the party derived an improper personal benefit, whether or not involving action in the party's official capacity, in which proceeding the party is adjudged liable on the basis that he or she derived an improper personal benefit (even if the Corporation was not thereby damaged).
- E. Court-Ordered Indemnification. Notwithstanding the foregoing, the Corporation shall indemnify any party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances described in clauses (a) and (b) of Paragraph D or whether or not the party met the applicable standard of conduct set forth in Paragraph A, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Revised Nonprofit Corporation Act.
- F. Claims by or in the Right of Corporation. Indemnification permitted under this §15.2 in connection with a proceeding by or in the right of the Corporation shall be limited to reasonable expenses incurred in connection with the proceeding. If the corporation indemnifies or advances expenses to a party under this Article in connection with a proceeding by or in the right of the Corporation, the Corporation shall give written notice of such indemnification or advance to the voting members, if any, with or before the notice of the next members' meeting. If the next member action is taken without a meeting at the instigation of the Elder council, such notice shall be given to the voting members at or before the time the first member signs a writing consenting to such action.
- G. Combined Proceedings. If any claim made by or in the right of the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by or in the right of the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

15.3 Prior Authorization Required

Any indemnification under §15.2 (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in §15.2, Paragraph A and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Elder council by a three-quarters (3/4) vote of a quorum of such Elder council, which quorum shall consist of all Elders not parties to the subject proceeding, or by such other person or body as permitted by law.

15.4 Success on Merits or Otherwise

Notwithstanding any other provision of this Article, the Corporation shall indemnify a party to the extent such party has been wholly successful, on the merits or otherwise, including without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding, against reasonable expenses incurred by such party in connection therewith.

15.5 Advancement of Expenses

The Corporation shall pay for or reimburse the reasonable expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (1) the party furnishes the Corporation a written affirmation of such party's good faith belief that he or she has met the standard of conduct described in §15.2, Paragraph A; (2) the party furnishes the Corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (3) authorization of a payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in §15.3. The undertaking required by clause (2) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

15.6 Payment Procedures

The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under §15.4 and by the written affirmation and undertaking to repay as required by §15.5 in the case of indemnification under such section. If no disposition of such claim is made within ninety (90) days after written request for indemnification is made, the claimant may apply by way of civil action in any court of competent jurisdiction for an adjudication as to the validity and extent of the claim. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.

15.7 Insurance

By action of the Elder council, notwithstanding any interest of the Elders in such action, the Corporation may purchase and maintain insurance in such amounts as the Elder council deems appropriate to protect itself and any person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic corporation or of any other entity or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article. Any such insurance may be procured from any insurance company designated by the Elder council, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the Corporation has an equity or any other interest, through stock ownership or otherwise. The Corporation may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

15.8 Right to Impose Conditions to Indemnification

The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Elder council in each specific case and circumstances, including but not limited to any one or more of the following: (1) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Corporation; (2) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (3) that the Corporation shall be subrogated, to the extent of any payments made by

way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

15.9 Other Rights and Remedies

The indemnification provided by this Article shall be in addition to other rights to indemnification which a party may have or hereafter acquire by virtue of applicable statute.

15.10 Applicability; Effect

The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer, employee, fiduciary, or agent of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary, or agent of any other domestic or foreign corporation, or of any other entity or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each party covered hereby.

15.11 Indemnification of Agents

The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation who is not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in §15.3.

15.12 Savings Clause; Limitation

If this Article or any paragraph or provision hereof shall be invalidated by any court on any ground, then the Corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code"). Notwithstanding any other provision of these Bylaws, if the Corporation is found to be a private foundation in a final determination, then the Corporation shall neither indemnify any person nor purchase any insurance if such indemnification or purchase of insurance would be considered an act of self-dealing under Section 4941 of the Code.

ARTICLE XVI Conflict of Interest Policy

16.1 Purpose

The purpose of the Conflict of Interest Policy is to protect the Church's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Elder or Officer of the Church, or might result in a possible excess benefit transaction. This policy is intended to

supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

16.2 Definitions

16.2.1 Interested Person

Any Elder, Officer, or employee with powers delegated by the Elder council, who has a direct or indirect financial interest, as defined below, is an interested person.

16.2.2 Financial Interest

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

16.3 Procedures

16.3.1 Duty to Disclose

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

16.3.2 Determining Whether a Conflict of Interest Exists

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

16.3.3 Procedures for Addressing the Conflict of Interest

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

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

After exercising due diligence, the Elders shall determine whether the Church can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

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

16.3.4 Violations of the Conflicts of Interest Policy

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

If, after hearing the Elder's response and after making further investigation as warranted by the circumstances, the Elder council determines the member 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 council shall contain: (a) the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Elder council's decision as to whether a conflict of interest in fact existed; and (b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

16.5 Compensation

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

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Church for services is precluded from voting on matters pertaining to that member's compensation.

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

ARTICLE 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 council may (a) modify lines of succession to accommodate the incapacity of any Elder council member, officer, employee or agent; and (b) relocate the principal office, designate alternative principal offices or regional offices, or authorize employees to do so. During an emergency, notice of a meeting of the Elders only needs to be given to those Elder council members for whom such notice is practicable. The form of such notice may also include notice by publication or radio. One or more Elders present at a meeting of the Elder council 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 council member, officer, employee, or agent of the Church on the ground that the action was not authorized. The Elder council may also adopt emergency bylaws, subject to amendments or repeal by the full Elder council, 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 council members. The emergency bylaws shall remain in effect during the emergency and not after the emergency ends.

ARTICLE XVIII Transactions of the Church

18.1 Contracts and Legal Instruments

The Elder council 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.

18.2 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 council selects.

18.3 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.

18.4 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.

ARTICLE XIX Books and Records

19.1 Required Books and Records

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

19.2 Fiscal Year

The fiscal year of the Church shall begin on the first day of January and end on the last day of December in each year.

19.3 Independent Financial Audit

The Church will engage an independent certified public accountant to conduct an audit of the financial records of the Church no less than every three years in accordance with the auditing standards generally accepted in the United States of America. 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.

19.4 Individual Privacy

The Church shall diligently watch to keep private all records concerning polity, doctrine, counseling, and information on individuals in fellowship with the Church. The Church must not disclose any records that may compromise private information about an individual's attendance, membership status, giving, or counseling records.

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 §10.1.8 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 VII) 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 §9.3, "Voting by Members," 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 §10.1.8. Such 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.

Signatures

Signed this _____ day of _____, 20____

Chairman

Vice Chairman

Secretary