



CHURCH CONSTITUTION AND BY-LAWS

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PREAMBLE

Whereas, Springboro Baptist Church, Inc., (“Springboro Baptist Church,” “SBC,” “Church,” or “Corporation”) is a body of Christian believers located at 125 East Mill Street, Springboro, Ohio, being governed as an autonomous Southern Baptist church.

Whereas, Springboro Baptist Church is organized exclusively for religious, charitable, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Revenue law), including, but not limited to, making disciples in the context of a local church seeking to model the theology and principles as described in the New Testament over its governance, doctrine, worship, fellowship, and mission

Whereas, Springboro Baptist Church shall organize itself as an Elder-led, Deacon-served, Professional Staff-administered, and congregationally-approved church.

To these ends, the Constitution and By-Laws identified herein, incorporated by reference and listed below, comprise SBC’s Constitution and By-Laws, which supersedes all prior oral or written representation with respect to such matter, including, but not limited to, SBC’s Constitution and By-Laws, effective as of August 30, 2015, and shall be considered adopted and in immediate effect following congregational approval.

ARTICLE 1 - DEFINITIONS

- 1.1.** “Deacon” means a man who (i) is an SBC member; (ii) is an active servant within the Church; and (iii) meets the qualifications set forth in I Timothy 3:8-13
- 1.2.** “Deacon Ministry Team” means a group of Deacons, who are neither Pastoral Staff nor an Elder, who have been congregationally elected.
- 1.3.** “Elder” means an overseer who (i) is a man of spiritual maturity and wisdom; (ii) meets the qualifications set forth in I Timothy 3:1-7 and Titus 1:5-9; (iii) has been a SBC member for a minimum of five (5) years ; and (iv) as a member of the Elder Team has oversight of the Church and its ministries.

- 1.4. “Elder Team” means a group of Elders, who are not part of the Professional Staff or Pastoral Staff, except for the Senior Pastor, and who have been congregationally elected.
- 1.5. “Finance Ministry Team” means a group of members, nominated by the Elder Team and elected by the congregation, who provide non-binding financial guidance and assistance to the Elder Team regarding the financial affairs of the Church.
- 1.6. “Pastoral Staff” means one or more men who (i) are called and trained for ministry; (ii) exemplify spiritual maturity and wisdom; (iii) meet the qualifications set forth in I Timothy 3:1-7 and Titus 1:5-9; and (iv) lead the congregation and the Professional Staff.
- 1.7. “Professional Staff” means an individual or a group of individuals who (i) are employed in a full-time or part-time capacity at SBC; (ii) may be at a director or support level; and (iii) serve under the supervision of the Senior Pastor or another member of the Pastoral Staff at the Senior Pastor’s direction.
- 1.8. “Senior Pastor” means a man who (i) is a member of the Pastoral Staff; (ii) meets the qualifications of an Elder; and (iii) has overall responsibility to lead the Church.

ARTICLE 2 - DOCTRINE

- 2.1. **Baptist Faith and Message.** SBC shall hold doctrinal positions consistent with the Southern Baptist Convention’s Baptist Faith and Message 2000 as adopted on June 14, 2000.

ARTICLE 3 - MEMBERSHIP

- 3.1. **Membership Qualifications.** SBC is a membership expectation church. To become a candidate for membership at SBC, an individual must (i) profess faith in Christ for their eternal salvation; (ii) have been biblically baptized (by immersion

subsequent to salvation) or desire such baptism; and/or (iii) request to transfer their membership from another church of like faith by either letter or statement.

- 3.2. Membership Confirmation.** All candidates for membership will be welcomed in their decision, and in fairness to them and the Church, it will be necessary before membership is granted for them to attend a new member's class and sign a covenant of membership.
- 3.3. Members Exceptions.** Exceptions to the procedures listed in the aforementioned section (see Article 3.2 – Membership Confirmation) shall apply to receiving children into membership or granting membership to someone who cannot attend a class due to health-related issues. Upon profession of faith and Scriptural baptism, children under the age of eighteen (18) shall be considered members, however they will not be allowed to vote in any business meeting or hold an elected position. Once they reach the age of eighteen (18), they are expected to attend a membership class and sign a membership covenant.
- 3.4. Member Voting Privileges.** All active members eighteen (18) years and older are eligible to participate in, and affirm, church matters brought before the congregation provided that they are physically present for such business meeting(s) (see Articles 6.2 and 6.3 – Business Meeting and Voting).
- 3.5. Member Service.** SBC welcomes and encourages all attendees to participate in the ministries of the Church; however, only members are eligible for service in leadership positions as defined by the Pastoral Staff. Those serving in a leadership position serve under the authority of the Professional Staff and the Pastoral Staff.
- 3.6. Membership Termination.** Membership may end by transfer of letter, notification of membership in another church, written request, or by death. Members may be removed from membership when no record of participation in ministry has been observed for a period of twelve (12) months. No letter shall be granted to a member who is under the corrective discipline of SBC, nor shall membership be extended to those under discipline from a local church apart from counsel and approval of the Elder Team (see Article 3.8 – Church Discipline for Members).
- 3.7. Membership Criteria.** SBC, in its autonomy, shall determine criteria for Church membership and the process for admission and expulsion of members. Those

involved in a lifestyle that will bring reproach upon Christ and the public testimony of the Church shall not be admitted for membership until the fruit of repentance is evidenced in their life. The Church authorizes the Elder Team to evaluate and determine these instances on a case-by-case basis. This lifestyle would include but not be limited to, open sexual immorality, cohabitating, same-sex marriage, those engaging in a homosexual or transgendered lifestyle, and other sins of a public nature. Membership shall not be available to those whose lifestyle is in conflict with the Baptist Faith and Message 2000.

3.8. Church Discipline for Members. Just as God disciplines those He loves, so too, the Church must occasionally discipline members for their good, as well as for the good of the Church. The purpose of discipline is the spiritual restoration of the erring member. The Elder Team shall administer discipline with humility, love and grace, in accordance with Matthew 18:15-17, Galatians 6:1, Titus 1:13, and Titus 3:10. Ample time for repentance must be allowed during this process. If habitual patterns of destructive sinfulness persist, the member may be removed from SBC membership by the Elder Team. If the member is in a leadership position, the Elder Team may remove the member from the position until the disciplinary issue is resolved (see Articles 4.4.4 and 4.5 – Pastoral Staff Removal and Professional Staff [dismissal]). For the avoidance of doubt, once membership is terminated, a member can no longer be subject to church discipline.

3.9. Dispute Resolution. Believing that lawsuits between believers are prohibited in I Corinthians 6, all members of this Church agree to submit to binding arbitration any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bring any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Furthermore, no dispute may be resolved by class action or class arbitration.

3.9.1. Notice of Arbitration. In the event of any dispute, claim, question, or disagreement arising out of or relating to these bylaws or any other church matter, the parties shall use their best efforts to settle such disputes, claims, questions, or disagreement as befits Christians and in accord with Matthew 18:15–17. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests not to disgrace the name of Christ, seek to reach a just and equitable solution. If they do not reach such solution within a period of

sixty (60) days, then upon notice by either party to the other, disputes, claims, questions, or differences shall be finally settled by arbitration as described in Article 3.9 above, and such Procedures for Arbitration as are adopted pursuant to Article 3.9.2, below.

3.9.2. Limitations on Arbitration Decisions. Should any dispute involve matters of church discipline, the arbitrators shall be limited to determining whether the procedures for church discipline, as outlined under Article 3.8. Should any dispute involve the removal from office of the Pastoral Staff, the Elder Team, the Deacon Ministry Team, the arbitrators shall be limited to determining whether the procedures set forth in Articles 4.2.3, 4.3.3, and 4.4.4 were followed.

3.9.3. Arbitration Procedures. The procedures for arbitration shall (a) be submitted to confidential binding arbitration a single, neutral, Christian arbitrator, who is a licensed attorney with prior experience as an arbitrator; (b) shall be conducted in Warren County, Ohio; (c) be conducted pursuant to a confidentiality agreement that provides at a minimum that the arbitration and all documents and pleadings exchanged in connection therewith shall be held confidential and used only for purposes of the arbitration, except that a party may nevertheless: (i) seek to reduce the binding arbitration award to a judgment in court; (ii) seek enforcement of the award; and (iii) disclose information regarding the arbitration as required by law (e.g., to auditors or regulatory agencies).

ARTICLE 4 - ORGANIZATIONAL LEADERSHIP

4.1. Leadership Requirements. Pastoral Staff, Elder Team members, Deacon Ministry Team members, Finance Ministry Team members, and lay leaders must be members of the Church (see Article 3.5 – Member Service), affirming the purposes and doctrinal statement of SBC. All members in leadership positions are under the direction and supervision of the Pastoral Staff and the Elder Team and are expected to strive to demonstrate the character of Christ through a lifestyle of biblical integrity, moral character, selfless love, and humility.

4.2. Elder Team. The Elder Team shall make final, binding decisions on matters of finances, personnel, and other matters on behalf of the Church except as set forth herein (Hebrews 13:17, I Timothy 5:17, I Thessalonians 5:12-13) (see Article 6.3 – Voting). The Elder Team shall meet regularly, which may include prayer, personal accountability, and the fulfillment of their ministry responsibilities. The Elder Team may gather the entire congregation for open discussion, proposals, information, and prayer. (Acts 6, Acts 15). The Senior Pastor serves as the lead Elder and shall preside over Elder Team meetings. In the event that the Senior Pastor is incapacitated or the position is otherwise vacant, Elder Team members shall designate a lead Elder. A simple majority is required on voting matters in Elder Team meetings.

4.2.1. Elder Formation. The Elder Team shall consist of a minimum of three (3) and a maximum of seven (7) Elders. The Senior Pastor is included in the total number Elder Team members (Acts 14:23, Philippians 1:1). An Elder shall not serve on the Elder Team or the Deacon Ministry Team simultaneously. Furthermore, an Elder Team member shall not be a member of the Professional Staff or Pastoral Staff, except for the Senior Pastor. Elder Team members shall be elected for a term of five (5) years. After the completion of a full five (5) year term, an Elder Team member shall be eligible for re-election. There are no partial terms for Elder Team members. Should the need for additional Elders to serve on the Elder Team arise or to fill a vacated position, the Elder Team shall nominate one or more men, as necessary, to be presented to the congregation for approval (see Article 6.3 – Voting). In the case where the Senior Pastor is the only Elder Team member, the Senior Pastor shall nominate men to be presented as Elder Team Members.

4.2.2. Elder Expectations. All Elder Team members are expected to (i) regularly attend worship services; (ii) serve in a ministry that complements their spiritual gift(s); (iii) regularly teach, train, and/or mentor Church members; (iv) regularly donate tithes and offerings to the Church. One Elder shall be designated as the liaison to the Finance Ministry Team (see Article 4.6.2 – Finance Ministry Team Expectations).

4.2.3. Elder Termination. If at any time, an Elder Team member is not fulfilling his role, fails to meet the biblical qualifications, or no longer desires to serve, the Elder Team may remove the Elder (see Article 4.2 - Elder Team

Formation).

4.3. Deacon Ministry Team. The Deacon Ministry Team will work in close association with the Pastoral Staff and the Elder Team to provide physical and spiritual care for the body of Christ.

4.3.1. Deacon Ministry Team Formation. Prospective Deacons shall be nominated by the Elder Team. Deacon Ministry Team members shall serve a three (3) year term. A Deacon may serve subsequent three (3) year terms provided that the Deacon obtains congregational election for each term. The Deacon Ministry Team number shall be determined by the Elder Team. In the event of vacated seats and/or new terms, the Elder Team shall nominate prospective Deacons for congregational approval to fill the vacated seat(s).

4.3.2. Deacon Ministry Team Expectations. Deacons Ministry Team members will serve as prayer partners to the Pastoral Staff and Professional Staff. Deacon Ministry Team members are expected to serve regularly in ministries that complement their spiritual gifts and to regularly donate tithes and offerings to the Church. Deacons may also be requested to (i) make hospital or nursing home visits; (ii) share in benevolence; (iii) provide care to senior adults, widows, and orphans; and (iv) assist the Pastoral Staff in special circumstances.

4.3.3. Deacon Ministry Team Termination. If at any time a Deacon is not fulfilling his role, fails to meet the biblical qualifications, or no longer desires to serve, the Elder Team may remove the Deacon.

4.4. Pastoral Staff. The Pastoral Staff are called based upon the needs of the Church. Pastors are the God-called, body-appointed, male spiritual leaders of the Church and its ministries. They are to shepherd the congregation and lead the Church under God's authority according to Ephesians 4:12-13, and 1 Peter 5:2. The Elder Team shall determine the process for hiring all Pastoral Staff positions.

4.4.1. Pastoral Staff Appointment. Pursuant to Article 4.4, the Elder Team shall recommend Pastoral Staff to the congregation for their approval during the annual business meeting or at a special business meeting to call a candidate for a pastoral position (see Articles 6.2 and 6.3 –

Business Meetings and Voting).

- 4.4.2. Pastoral Staff Responsibilities.** The Pastoral Staff are responsible for discipline, direction, and doctrine. The Pastoral Staff shall only recognize, participate in, conduct, or allow SBC facilities to be utilized for marriage ceremonies and other functions, which are related to marriages deemed to be scriptural, as specified in Article XVIII of the Baptist Faith and Message 2000. This prohibits the use of SBC facilities for same-sex marriage ceremonies and related functions. Furthermore, Pastoral Staff are prohibited from conducting or otherwise participating in same-sex marriage ceremonies and related functions.
- 4.4.3. Pastoral Staff Tenure.** Pastoral Staff shall serve for an indefinite period of time. The Senior Pastor will serve according to the job description and conditions agreed upon with the Elder Team, for as long as he is spiritually, physically, and morally able to do so. All other Pastoral Staff will serve according to the job description and conditions agreed upon with the Elder Team.
- 4.4.4. Removal of Pastoral Staff.** Should a biblical, moral, professional, and/or ethical issue arise directly affecting the leadership of any Pastoral Staff member, including the Senior Pastor, the Elder Team shall begin the process of biblical conflict resolution (Matthew 18:15-17). Any issue must be dealt with in humility and must be free of any gossip or slander. If the biblical, moral, professional, and/or ethical issue(s) persists, the Pastoral Staff member, except for the Senior Pastor, may be removed from his position by the Elder Team. For removal of the Senior Pastor, the Elder Team must recommend the Senior Pastor's removal for congregational approval (see Article 6.3 – Voting).
- 4.4.5. Search Team.** When the Senior Pastor position is vacant, the Elder Team shall be responsible to secure provisional leadership during the interim period, including pulpit supply and other Church business matters (see Article 6.4 – Legal Matters). Furthermore, the Elder Team shall convene a meeting, as soon as practically possible, to nominate Search Team participants constituting no fewer than five (5) members and not more than ten (10) members, who shall be presented and approved by the congregation at an officially convened business meeting (see Articles 6.2

and 6.3 – Business Meetings and Business Meeting Voting). Deacon Ministry Team members or members-at-large may serve on the Search Team. Pastoral Staff and Professional Staff are prohibited from serving on the Search Team. Furthermore, at least one member from the Elder Team shall serve on the Search Team and shall be included in the total number of Search Team members. The Search Team's task is to seek God's direction in finding a qualified candidate to serve as the next Senior Pastor and to present him for congregational approval (see Article 6.3 – Voting).

4.5. Professional Staff. The Elder Team shall be responsible for the hiring and dismissal of director-level staff and support staff. Director-level staff shall include men or women hired to assist the Pastoral Staff in the oversight of SBC programs and ministries, as based on the needs of the Church. Additionally, support staff shall include, but not be limited to, administrative assistants, facility management, or other similar positions as needed. This may include full-time and part-time employees. Professional Staff will follow the job description provided by the Senior Pastor or another member of the Pastoral Staff at the Senior Pastor's direction.

4.6. Finance Ministry Team. The Finance Ministry Team shall provide non-binding guidance and assistance to the Elder Team regarding the financial affairs of SBC.

4.6.1. Finance Ministry Formation. Prospective Finance Ministry Team members shall be nominated by the Elder Team. A Finance Ministry Team member shall serve a three (3) year term. A Finance Ministry Team member **may** serve subsequent three (3) year terms provided that the Finance Ministry Team member is elected each term. The Finance Ministry Team members should consist of a minimum of three (3) and a maximum of five (5). In the event the number is less than three (3) due to vacated seats and/or new terms, the Elder Team shall nominate prospective Finance Ministry Team members to fill the vacated seat(s) (see Article 6.3 – Voting).

4.6.2. Finance Ministry Expectations. The Finance Ministry Team members shall assist the Elder Team liaison and the Senior Pastor with financial matters such as (i) establishing an annual budget; (ii) reviewing and approving financial expenditures; (iii) assisting with large maintenance or

capital improvement projects; (iv) assisting with financial reviews or audits conducted by a reputable accounting firm; and (v) any other matters necessary to ensure the financial integrity of SBC.

- 4.6.3. Finance Ministry Termination.** If at any time a Finance Ministry Team member is not fulfilling his/her role, or no longer desires to serve, the Elder Team may remove him/her.

ARTICLE 5 – MINISTRY PRACTICES

- 5.1. Church Ordinances.** Baptism and The Lord’s Supper (or Communion) are the two ordinances of the Church. Baptism by immersion shall be the practiced method of baptism. The Lord’s Supper shall be observed on a regular basis as established by the Pastoral Staff and in accordance with 1 Corinthians 11:27-33. It shall be open to all baptized believers professing a saving faith in Jesus Christ.
- 5.2. Regular Services.** The Church shall meet regularly for worship, prayer, praise, teaching, and fellowship. The Pastoral Staff shall be responsible for setting this agenda.
- 5.3. Licensing and Ordaining.** SBC may license or ordain any man for ministry upon the majority recommendation of the Elder Team.

ARTICLE 6 - CHURCH BUSINESS

- 6.1. Church Fiscal Year.** The Church fiscal year shall follow the calendar year, beginning January 1st and ending December 31st.
- 6.2. Business Meetings.** SBC shall hold an annual business meeting during the final quarter of the calendar year (October – December) to present ministry reports, approve the next year’s budget, announce and affirm leadership changes, and any other pertinent issues. Should the need arise, the Church may call a business meeting at any time during the year. The Church may hold meetings for the

purpose of communication, organization, or information to the congregation as needed. All voting meetings shall (i) be announced to the congregation at the regular worship services as well as through printed and/or electronic communication; (ii) require an advance notice of at least two (2) weeks, including an agenda of topics for discussion; (iii) consist of a quorum of those active members who attend the business meeting in person; (iv) be moderated by the Senior Pastor, or his designee, or in his absence, an Elder Team member, or a Pastoral Staff member; (v) not include any new business items not previously listed on the agenda of topics; and (vi) be governed by love and respect for one another.

- 6.3. Voting.** Calling a Pastoral Staff member requires seventy five percent (75%) approval at a business meeting. Other matters presented requiring a majority approval at a business meeting include (i) appointing Elder Team members; (ii) appointing Deacon Ministry Team members; (iii) appointing Finance Ministry Team members; (iv) approving the annual budget; (v) approving an out of budget expense totaling more than 10% of the annual budget; (vi) purchasing or disposing of real estate (land or buildings); (vii) any capital improvement or building expansion requiring financial indebtedness; (viii) approving candidates to serve on the Search Team (see Article 4.3.5 – Search Team); (ix) changes to the Constitution and By-Laws; (x) removal of the Senior Pastor (see Article 4.4.4 – Removal of Senior Pastor); (xi) dissolution of the Church (see Article 6.12 – Dissolution).
- 6.4. Legal Matters.** The legal representatives of the Church are the Senior Pastor (or his designee) and the Elder Team. When the position of Senior Pastor is vacant, the Elder Team shall designate an Elder Team member or a member at large, to fill the Senior Pastor’s legal representation until the position is filled. The Elder Team, excluding the Senior Pastor, shall serve as Trustees of the Corporation. When signatures of the Trustees of the Corporation are needed to transact business, the signatures of at least two active Elder Team members reflecting the unity of the Elder Team shall represent the Corporation.
- 6.5. Policies and Procedures.** The Church shall maintain policy and procedure manuals governing (i) the use of Church facilities; (ii) weddings; and (iii) personnel matters for all Pastoral Staff and Professional Staff. Other manuals may be added as the need arises.

- 6.6. Contributions.** No part of the net earnings of the church shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, 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 tax-exempt purposes of the Church.
- 6.7. Designated Contributions.** From time to time, the Church, in the exercise of its religious, educational, and charitable purposes, may establish various funds to accomplish specific goals. All contributions to these funds shall be deemed advisory rather than mandatory in nature and shall remain subject to the exclusive control and discretion of the Elder Team. No fiduciary obligation shall be created by any designated contribution made to the church other than to use the contribution for the general furtherance of any of its tax-exempt purposes.
- 6.8. Exempt Activities.** Notwithstanding any other provision of these Articles, the Church shall not carry on any other activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).
- 6.9. Indemnification.** The Church may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action by or in the right of the church) by reason of the fact that the person is or was a member of the Pastoral Staff, Elder Team, Deacon Ministry Team, or Professional Staff or agent of the church, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit, or proceeding; and if that person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the church and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Furthermore, the termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the church and, with respect to any

criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

- 6.9.1. Indemnification Limitations.** Any indemnification made under this Article, may be made by the church only as authorized in the specific case on a determination that indemnification of a member of the Pastoral Staff, Elder Team, Deacon Ministry Team, Professional Staff or agent is proper in the circumstances because he or she has met the applicable standard of conduct. The determination shall be made by the Elder Team.
- 6.9.2. Indemnification Expenses.** To the extent that a member of the Pastoral Staff, Elder Team, Deacon Ministry Team, Professional Staff or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Article, or in defense of any claim, issue, or matter in that action, suit, or proceeding, he or she may be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding.
- 6.9.3. Indemnification Expense Timing.** Expenses of each person seeking indemnification under this Article may be paid by the Church as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the Elder Team in the specific case, so long as the a member of the Pastoral Staff, Elder Team, Deacon Ministry Team, Professional Staff, or agent agrees to repay the amount if it is ultimately determined that he or she is not qualified to be indemnified by the Church.
- 6.9.4. Extent of Indemnification.** The indemnification provided by this Article shall be deemed to be discretionary unless otherwise required as a matter of law or under any agreement or provided by insurance purchased by the church, both as to action of each person seeking indemnification under this Article in his official capacity and as to action in another capacity while holding that office, and may continue as to a person who has ceased to be a member of the Pastoral Staff, Elder Team, Deacon Ministry Team, Professional Staff, or agent and may inure

to the benefit of the heirs, executors, and administrators of that person.

6.9.5. Insurance. The church may purchase and maintain insurance on behalf of any person who is or was a member of the Pastoral Staff, Elder Team, Deacon Ministry Team, Professional Staff, or agent of the church against any liability asserted against him or her and incurred by him or her in that capacity, or arising out of his status in that capacity, whether or not the church would have the power to indemnify him against liability under the provisions of this Article.

6.10. Conflict of Interest. The purpose of this conflict of interest article is to protect the Church's interest when the Church contemplates entering a transaction or arrangement that might either benefit the private interest of any member or Professional Staff of the church or might result in a possible excess benefit transaction. This Article 6.10 is intended to supplement but not replace any applicable state or federal laws governing conflicts of interest applicable to nonprofit and charitable organizations. For the avoidance of doubt, a financial interest is not necessarily a conflict of interest.

6.10.1. Process. In connection with any actual or possible conflict of interest, any Church member or Professional Staff associate must disclose to the Elder Team the existence of the financial interest and be given the opportunity to disclose all material facts to the Elder Team considering the proposed transaction or arrangement. After disclosure of the financial interest and all material facts, the Elder Team shall decide if a conflict of interest exists. The Senior Pastor, or the lead Elder in the event the Senior Pastor position is vacant, may, at his discretion, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

6.10.2. Decision. After exercising due diligence, the Elder Team 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 Elder Team shall determine whether the transaction or arrangement is in the best interests of the Church, for its own benefit, and whether it is fair and

reasonable. In conformity with the above determination, it shall make its decision as to whether to enter the transaction or arrangement.

6.10.3. Failure to Disclose. If the Elder Team has reasonable cause to believe a Church member or Professional Staff associate has failed to disclose actual or possible conflicts of interest, the Elder Team shall inform such individual of the basis for such belief and afford the individual an opportunity to explain the alleged failure to disclose. If, after hearing the individual's response and after making further investigation as warranted by the circumstances, the Elder Team determines the individual failed to disclose an actual or possible conflict of interest, the Elder Team shall take appropriate disciplinary and corrective action.

6.10.4. Documentation. Notes from an Elder Team meeting discussing a conflict-of-interest must contain (i) the names of the person(s) who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest; (ii) the nature of the financial interest; (iii) any action taken to determine whether a conflict of interest was present; (iv) the Elder Team members present in the meeting; (v) a summary of the content of the discussion, including any alternatives to the proposed transaction or arrangement; (vi) a record of any vote(s) of each Elder Team member; and (vii) the Elder Team's decision as to whether a conflict of interest in fact existed.

6.10.5. Compensation. Any member of the Elder Team who receives compensation, directly or indirectly, including a spouse or other immediate family members of the Elder Team member, from the Church for services rendered may not vote on matters pertaining to that member's compensation.

6.11. Amendments. The Constitution and By-Laws may need adjustment from time to time to remain current with the growth and development of the Church. Changes can be made through the Elder Team with a majority approval from the Church (see Article 6.3 – Voting). The Constitution and By-Laws should be reviewed at least once every five years for updates.

6.12. Dissolution. Upon majority recommendation of the Pastoral Staff, the Deacon Team, and the Elder Team and pending congregational approval (see Article 6.3 – Voting), all assets shall be transferred to the State Convention of Baptists in Ohio.