

BY-LAWS OF PARKVIEW BAPTIST CHURCH

MISSION STATEMENT

Our mission at Parkview Baptist Church is to bring glory to God by reaching everyone and anyone with the gospel of Jesus Christ, developing Jesus followers that are disciple makers, equipping followers to be leaders in the church and our world, thereby, impacting every culture, ethnicity, and generation with the gospel of Jesus Christ.

ARTICLE I PURPOSE

The purposes of Parkview Baptist Church Incorporated are expressed in the Articles of Incorporation.

ARTICLE II DEFINITIONS

For purpose of these By-Laws, the initial capitalized terms have the meanings set forth below:

- A. Active Deacons. The term "Active Deacons" shall mean Deacons who are actively serving a term as a Deacon.
- B. Active Member. The term "Active Member" or "Active Church Member" shall be those members who have met the qualifications for membership as defined in Article IV. Active Members shall be entitled to vote on all matters, which may properly come before the church.
- C. Annual Budget. The term "Annual Budget" shall mean the annual operating budget of the Church setting forth proposed expenditures and receipts of the Church for the Fiscal Year of the Church.
- D. Board of Trustees. The term "Board of Trustees" shall mean the Church Members periodically elected to serve as Trustees for the Church as provided in these By-Laws.
- E. Business Meeting. The term "Business Meeting" shall mean the meeting of the church for the purpose of conducting the normal business of Parkview Baptist Church and its ministries.
- F. Church. The term "Church" shall mean the congregation organized under Parkview Baptist Church, Inc., a Louisiana non-profit religious corporation, as provided in Article I.
- G. Church Member. The term "Church Member" shall mean any person who has made a public profession of faith, has been baptized by immersion, accepts the principles of faith and practices of the Church, has made a public request to join the fellowship of the Church, has been accepted for membership by the Church, and is on the Church membership rolls.
- H. Church Property. The term "Church Property" shall mean the (i) Real Property, (ii) Tangible

Personal Property, and (iii) Intangible Personal Property owned, leased, or controlled by the Church.

- I. Deacons. The term "Deacons" shall mean both Active Deacons and Inactive Deacons of the Church.
- J. Immovable Property. The term "immovable property" shall mean all property that is permanent and fixed to the property of Parkview Baptist Church. All land, buildings, fields, additional and/or future properties of Parkview Baptist Church and its ministries shall be owned in completion by Parkview Baptist Church.
- K. Inactive Deacons. The term "Inactive Deacons" are Deacons who are not currently serving a term on the Deacon Ministry Team.
- L. Inactive Member. The term "Inactive Member" shall mean any "Church Member" who is not an Active Member.
- M. Major Church Decisions. The term "Major Church Decisions" shall mean decisions of the Church that require a vote of the Active Members pursuant to the terms of the By-laws concerning (i) the sale of all or substantially all of the facilities of the Church at one or more of the Church's locations, (ii) departure and non-affiliation with the Baptist Association of Greater Baton Rouge, Louisiana Baptist Convention, or Southern Baptist Convention, (iii) approval of capital expenditures pertaining to the Church and its Schools, (iv) incurring debt or guaranteeing term debt pertaining to the Church and its Schools, (v) the Budget, (vi) issuing a Call to the Lead Pastor, (vii) terminating the Lead Pastor, or (viii) initiating, amending, or modifying the provisions of the Plan of Merger, Consolidation, or Dissolution of the Church and its Schools.
- N. Ministerial Staff. The term "Ministerial Staff" shall mean the ordained and licensed pastors who are employed by the Church.
- O. Ministry Teams. The term "Ministry Teams" shall mean a group of qualified active church members selected by a Nominating Committee to perform certain tasks, which the Church, acting as a whole, could not accomplish with the same efficiency, dispatch, or expertise.
- P. Notice. The term "Notice" shall mean the oral, written, email, or graphic disclosure or publication of the date, time, place, and purpose, if applicable, of a Church Meeting or other meeting required by the By-Laws.
- Q. Real Property. The term "Real Property" shall mean all real property owned by the Church, together with all right, title, and interest in and to (i) all building and other improvements and fixtures located thereon, (ii) all and singular the benefits, rights, privilege, easements, and rights-of-way, including but not limited to, all easements required for vehicular and pedestrian ingress and egress to the Church Real Property by quest or invitees of Church Members and employees, (iii) all tenements, hereditaments, and appurtenances pertaining to such Real Property, (iv) the non-exclusive right of the Church to utilize all adjacent streets, roads, alleys and sewer, whether public or private, open or closed, and (v) any entitlements or governmental approvals related thereto.

ARTICLE III CHURCH AUTHORITY

- A. Holy Scripture. The Bible is the inspired, inerrant, and infallible Word of God (the "Holy Scripture") that speaks with final authority concerning truth, morality, and the proper conduct of mankind.

The Holy Scripture is the authority for all matters of faith and practice in the Church.

- B. Self-Government. The final authority for all major Church decisions is the congregation, through its Active Members. The day-to-day operational matters and ministries of the church shall be conducted by the Lead Pastor, Pastoral Staff, and other staff in accordance with the policies, procedures, and Annual Budget established and approved as provided in these By-Laws. The Church staff, each Active Member, and each member of a Church Committee or Ministry Team will seek through earnest prayer and reasoned discussion to ensure the Church governs itself according to the principles found in the Holy Scriptures and the Church remains free from control or supervision of any other ecclesiastical or denominational body.
- C. Contractual Authority. The Board of Trustees is the only authorized party to enter into a deed, lease, or deed of trust and security agreement concerning the immovable property and indebtedness of the Church, subject to the Board of Trustees receiving the required approval set forth by the Church's policies and procedures. The Church shall solely be authorized to own immovable property for all ministries. The Lead Pastor, and/or his designee, have the right to enter into certain operating agreements, event agreements, and equipment leases subject to appropriate approval. Any contractual agreement of any nature concerning the Church or the Church property that is not in compliance with the requirements of this section is not binding on the Church or the Church property.

ARTICLE IV CHURCH MEMBERSHIP

- A. General
 - 1. Active members shall be those members who have met the qualifications for membership as defined in the Church Policy Manual and by the Board of Trustees. Active Members shall be entitled to vote on all matters, which may come before the church.
 - 2. All persons who have met the qualifications for membership and are listed on the membership roll shall comprise the membership of the church. The Board of Trustees shall devise a policy for maintaining and preserving the membership roll of the church. The membership roll shall designate the active members in good standing.
 - 3. Every active member is entitled to one (1) vote. Voting by proxy is prohibited.
- B. Qualifications and Procedures. Prospective Church members shall present themselves as candidates for church membership at any worship service of the Church or to any member of the pastoral staff. Each candidate for Church membership must:
 - 1. Have made a personal commitment of faith in Jesus Christ for salvation.
 - 2. Be baptized by immersion as a testimony of salvation.
 - 3. Be willing to complete a new membership class and sign a membership covenant.
- C. Notwithstanding any provision to the contrary, any prospective member may be granted membership only by majority vote at a regular or special business meeting of the church.
- D. Termination and Restoration of Membership. Membership will be automatically terminated upon any one of the following:

1. Death of the member.
2. Transfer of the membership to another church.
3. Written request by the member.
4. Upon recommendation by the Ministerial Staff, dismissal by both Active Deacons and the Board of Trustees will be according to the following conditions:
 - a. The member's life and conduct is not in accordance with the Baptist Faith and Message 2000, and the member creates discord within the Church or hinders the ministry influence of the Church in the community.
 - b. Procedures for the dismissal of a member are to be modeled according to Matthew 18:15-17.
5. Restoration is the heart of the Church toward any member of the body of Christ subjected to Church discipline. A balance is to be sought between gently loving and encouraging an individual and confronting the sinful lifestyle that has led the member astray. Practicing this process is Biblical and necessary to maintain the purity and testimony of The Church and is based on Matthew 18:1-35; also, 1 Corinthians 5:1-11, especially verses 9-11, which lists some of the offenses subject to discipline. Members dismissed in accordance with this section may be restored by the Pastors and the Board of Trustees according to the spirit of 2 Corinthians 2:7-8, when the disciplined individual's lifestyle is deemed to be in accordance with the active membership covenant and the Word of God.

ARTICLE V CHURCH MEETINGS

- A. Worship Services. The Church shall gather for public worship services on Sunday and throughout the week as determined by the Pastoral Staff.
- B. Annual Business Meeting. There will be an annual business meeting of the Church in which the operating budget of the Church is adopted, and such other business as required. This meeting shall be held in the month of June at the primary address of the church on such day and time as the Board of Trustees deems best.
- C. Special Business Meeting. The Board of Trustees or the Lead Pastor may call a special business meeting of the church.
- D. Quorum. A quorum for any business meeting shall consist of not less than ten percent of the active members or twenty-five (25) active members, whichever is less.
- E. Church Action. Church action shall require a majority vote of active members present and voting except the following:
 1. Calling Pastoral Staff – Affirmative vote of ninety percent (90%) of active members present and voting.
 2. Termination of the Lead Pastor – two-thirds (2/3) of active members present and voting.
 3. Amendment of By-Laws – two-thirds (2/3) of active members present and voting.
- F. Multiple Services Rule. If a weekly worship service consists of worship services at different times and/or

different locations, the following shall apply: When announcements of Church business are required to be made prior to any Church meeting, the announcements must be made at all services. When the Church is to vote on matters, Church action is to be determined by the cumulative total of active members present and voting at all services. If an active member is present at more than one service, the member is only allowed to vote once.

- G. Rules of Order. The Church desires to follow the Biblical admonition of 1 Corinthians 14:40 that “all things be done decently and in order.” Further, it is expected that the spirit of unity and the bond of love shall exist in the course of a business meeting at Parkview Baptist Church (Ephesians 4:2-6, 29-30). Offenders who are warned as being in violation of these Biblical admonitions may be forbidden to speak in a meeting by the moderator and, if persistent, may be dismissed from the meeting by the moderator. Except where these By-Laws state otherwise, the latest edition of ***A Parliamentary Guide for Church Leaders*** shall be the parliamentary authority for the transaction of all Church business.
- H. Notice. The active membership shall be notified of all special meetings and the annual business meetings at a regularly scheduled Sunday service.

ARTICLE VI BOARD OF TRUSTEES

- A. Qualifications. The members of the Board of Trustees shall meet the following qualifications:
1. Demonstrate a mature Christian walk and sound moral character.
 2. Faithfully attend the Church’s weekly services and Bible study.
 3. Support the Church financially through tithes and offerings.
 4. Be an active member of the Church for at least two (2) years.
 5. Be at least twenty-five (25) years of age as of the date he/she takes office.
- B. Composition. The Board of Trustees shall consist of the following:
1. The Lead Pastor, Chairman of Finance and Legal Committee, Chairman of the Deacons, Chairman of the Personnel Committee, President of Parkview Baptist Church Foundation, and the President of the School Board.
 2. At Large Members. Six (6) members chosen from the active membership roll each of whom will serve a three (3) year term.
- C. Election and Rotation of Members
1. Selection of At-Large Members. The church shall elect at-large members at a business meeting in the manner provided for by a nominating committee.
 2. Rotation and Term. Each at-large member shall serve a term of three (3) years and until a successor has been elected. A member may not serve for more than two (2) consecutive terms; however, after an interval of at least one (1) year, a person may again be appointed to serve as a member of the Board of Trustees. A nominating committee shall select a person to serve as a member of the Board of Trustees to complete an unexpired term of six months or more, upon confirmation by the Church body. The Board of Trustees term shall be January 1 through December 31.

3. Officers. The Board of Trustees shall elect annually from its number, excluding church employees, a Chairman, Vice-Chairman, and Corporate Secretary who shall be the officers of the corporation.
- D. Duties and Responsibilities. In addition to the powers and responsibilities provided in the Articles of Incorporation and under Louisiana law regarding Directors and Trustees, the Board of Trustees, within guidelines as established by church policy shall also have the authority and responsibility to:
 1. Review, approve, and/or ratify business and legal arrangements in which the Church or any of its ministries are a named party, including, but not limited to the following: feasibility studies, investigations, options, leases, loans, deeds, mortgages, instruments of indebtedness, negotiable instruments, conveyances, and contracts.
 2. Represent the best interest of the Church or any of its ministries in all matters relating to the prospective purchase and/or sale of real property, either presently owned by the Church or deemed necessary and desirable for acquisition by the Church to further the Church objectives, tasks, programs, and goals.
 3. Authorize the sale of any and all real property and/or tangible or intangible personal property, other than cash, received by the Church as a contribution, donation or any other form of lifetime gift, device, or bequest under will, at such price as the Board of Trustees deems in the best interest of the Church.
 4. Represent the Church and retain appropriate counsel in any litigation brought by or against the Church.
 5. Review and recommend for approval to the Church any amendments and restatements of Articles of Incorporation, By-Laws, or any other governing documents of the Church.
 6. Exercise the rights of the Church to vote, nominate, approve or take any action with respect to any entity whose governing documents vest such rights in the Church.
 7. Act to coordinate all Church committees and ministries in a manner that will ensure that all business is channeled through the proper committee or ministry and all policies adopted by the Church are strictly adhered to.
 8. Receive, review, and approve all motions from committees, The Parkview Baptist Foundation Board, and the Parkview Baptist School Board, prior to presentation to the Church.
 9. Set the agenda for all church business meetings.
 10. Appoint a Moderator, Church Clerk, and Registered Agent for the business meetings of the Church who shall serve until their successor is appointed.
 11. Be available to meet with committees or ministries if requested.
 12. Appoint all messengers to the Baptist Association of Greater Baton Rouge, Louisiana Baptist Convention, and the Southern Baptist Convention.
 13. The Trustees and the Parkview Baptist School Board Executive Committee shall select a nominating committee, of a minimum of five members, to create a slate of candidates, for election to the Parkview Baptist School Board.
 14. The Lead Pastor, Chairman of Finance and Legal Committee, Chairman of the Deacons, Chairman of the Personnel Committee, President of Parkview Baptist Church Foundation, and the President of the School Board shall be the nominating committee for the Board of Trustees.
 15. Assist the Lead Pastor in the oversight and evaluation of all ministries and entities.

16. Establish leadership teams, committees, or other boards to assist the Church and its ministries in carrying out its mission, as it deems necessary, subject to church approval.
 17. Serve as the final authority in matters related to the Parkview Baptist School, Inc.
- E. Meetings. The Board of Trustees shall meet at least quarterly. The Lead Pastor, or any three members of the Board of Trustees may call special meetings of the Board of Trustees at any time upon notice to all members of the Board of Trustees.
 - F. Removal of a member of the Board of Trustees. Any member of the Board of Trustees may recommend the removal of any member who fails to participate, endangers the general welfare or work of the Board of Trustees, or whose life and conduct is not in accordance with the active membership covenant (except the Lead Pastor). After deliberation, the Board of Trustees, by unanimous vote, excluding the member in question, shall remove such member. The procedure is to be modeled according to Matthew 18:15-17.

ARTICLE VII

DEACONS

- A. Purpose. The Deacons serve under the guidance of the Lead Pastor in accordance with these By-Laws. Deacons are a scriptural body identified in the New Testament Church.
- B. Qualifications. Each deacon shall meet all the following qualifications:
 1. The moral and spiritual qualifications set forth in the Holy Bible in I Timothy 3:8-13.
 2. Each man elected shall meet the detailed qualifications and responsibilities stated in the Deacon Handbook.
 3. Each deacon shall have been an active member of the Church for at least one (1) year immediately preceding the date of his nomination; however, men who join this Church by an initial profession of faith shall have been a member for two (2) consecutive years. Exceptions to the provisions of this section may only be made by the Deacons.
- C. Rotation and Term. Deacons shall serve in accordance with the Church Policy Manual.

ARTICLE VIII

LEAD PASTOR

- A. Qualifications. The Lead Pastor shall be a man who professes Jesus Christ as Savior, Lord and Master, having been called by God to the ministry of the gospel. He shall be an ordained minister whose Christian character and qualifications are consistent with the doctrines of this Church and the criteria set forth in the Holy Bible at I Timothy 3:1-7 and Titus 1:5-9.
- B. Duties and Responsibilities

1. Lead the Church to function as a New Testament Church by working with the Board of Trustees, Deacons, and Church staff to: (1) lead the Church in the achievement of its mission and purpose, (2) proclaim the gospel, and (3) care for the Church members and other persons in the community.
2. Be responsible for preaching and teaching, exhorting the Church to Christian maturity, expounding sound doctrine, and warning of false teachings. The Lead Pastor shall have charge over Church staff, worship services, Church functions, and activities.
3. Have general and active management of the operation of the corporation. He shall be responsible for the administration of the corporation, including general supervision of the policies of the corporation.
4. Be the leader over and be assisted by other pastoral staff members who serve the Church.

C. Selection

1. Whenever a Lead Pastor vacancy occurs or is anticipated, a Lead Pastor Search Committee shall be chosen and shall function as prescribed in Article XI Paragraph D.
2. When the members of the Lead Pastor Search Committee unanimously agree upon the man who they believe is God's choice as Lead Pastor, the Lead Pastor Search Committee shall invite the Lead Pastor candidate to preach at each Sunday worship service in view of a call as Lead Pastor.
3. The call of a Lead Pastor shall be by the Church at a special meeting called for that purpose. Notification of the special meeting shall be done in accordance with Article V, paragraph H.
4. The call of a Lead Pastor shall be by written ballot requiring an affirmative vote of 90% of the active members present and voting.

D. Involuntary Termination

1. A vote for termination of the Lead Pastor shall be by written ballot requiring an affirmative vote of two-thirds (2/3) of those active members present and voting.
 - a. All avenues set forth in Matthew 18 must be exhausted prior to taking any other action against the Lead Pastor.
 - b. Removal of the Lead Pastor shall, at a minimum, include the following:
 - 1) A written copy of the motion for dismissal signed by the maker or makers.
 - 2) The motion shall include the steps taken to resolve the matter in accordance with Matthew 18 and/or other Scriptural principles.
 - 3) The maker or makers of the motion must be able to present first-hand knowledge of the facts supporting the motion to dismiss.
 - 4) All the above shall be sent to the Board of Trustees for consideration.
 - c. Upon receipt of all the following, the Board of Trustees shall schedule a special business meeting of the church for the purpose of considering the motion to dismiss:
 - 1) Agreement from the Deacon Body for dismissal.
 - 2) Agreement from the Personnel Committee for dismissal.
 - 3) A copy of the signed motion by the maker or makers in accordance with the provisions of item b above.

- E. Vacancy. If the position of Lead Pastor is vacant or temporarily suspended, then it shall be the responsibility of the Personnel Committee to select the person(s) to fill the pulpit for each worship service in accordance with the Personnel Policy Manual.

ARTICLE IX
CHURCH OFFICERS

- A. Chairman of the Board of Trustees. The Chairman of the Board of Trustees shall be elected from among the members of the Board of Trustees and shall not be an employee of the church or Parkview Baptist School, Inc.
1. Term of Office. The Chairman of the Board of Trustees shall serve one year.
 2. Duties. The Chairman of the Board of Trustees shall have the following duties and responsibilities:
 - a. Schedule regular or special-called meetings of the Board of Trustees.
 - b. Lead and facilitate all meetings of the Board of Trustees.
 - c. In conjunction with the Lead Pastor, set the agenda for all meetings.
 - d. Communicate date, time, place, and agenda of regular or special-called meetings with the members of the Board of Trustees.
- B. Vice Chairman of the Board of Trustees
1. Term of Office. The Vice Chairman of the Board of Trustees shall serve one year.
 2. Duties. The Vice Chairman of the Board of Trustees shall have the following duties and responsibilities:
 - a. Lead and facilitate all meetings of the Board of Trustees in the Chairman's absence.
 - b. Act as the Chairman in his absence.
- C. Corporate Secretary. The Corporate Secretary shall be elected from among the members of the Board of Trustees and shall not be an employee of the church or Parkview Baptist School, Inc.
1. Term of Office. The Corporate Secretary serves a one-year term.
 2. Duties. The Corporate Secretary shall have the following duties and responsibilities:
 - a. Cause to be kept, at the principal office of the Church or such other place as the Board of Trustees may order, minutes of all business meetings of the Church. The minutes shall contain the nature of the meeting, the time and place the meeting was held, how notice thereof was given and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office of the Church, the Church's Articles of Incorporation, By-Laws and Church policies, as amended to date.
 - b. Cause to be kept at the principal office of the Church, a register showing the names and addresses of the members on the active membership roll.
 - c. Perform such other duties as assigned by the Board of Trustees or the church.
- D. Corporate Treasurer. The Corporate Treasurer shall be elected from among the members of the Finance Committee and shall not be an employee of the church or Parkview Baptist School, Inc.

1. Term of Office. The Corporate Treasurer serves a one-year term.
2. Duties. Perform such other duties as assigned by the Board of Trustees or the Church.

ARTICLE X

ORDAINED PASTORAL STAFF

- A. Qualifications. A member of the Pastoral Staff shall be a man who professes Jesus Christ as Savior, Lord and Master, having been called by God unto the ministry of the gospel. He shall be an ordained minister whose Christian character and qualifications are consistent with the doctrines of this Church and the criteria set forth in the Holy Bible at 1 Timothy 3:1-7 and Titus 1:5-9.
- B. Duties and Responsibilities. The Pastoral Staff shall lead, coordinate and direct functions, programs, and teams in accordance with their job descriptions as assigned by the Lead Pastor and the Personnel Committee.
- C. Presentation. The Lead Pastor and the search committee for each Pastoral Staff vacancy, or new position made available, shall agree on the candidate to be presented to the church for approval.
- D. Call. A qualified candidate for a Pastoral Staff position shall be submitted to the Active Membership for approval.

ARTICLE XI

CHURCH COMMITTEES AND MINISTRY TEAMS

Committees and Ministry Teams are groups of well-qualified individuals who are tasked to perform certain duties within the Church. The Church shall have such committees and ministry teams as the Board of Trustees deems necessary; however, the finance and legal committee, and the personnel committee shall be permanent committees. Additional Committees (such as the formulation of a nominating committee) and Ministry Teams shall perform such duties as designated. All committee members shall be affirmed by the church and have the following minimal qualifications plus others as stipulated for each committee.

- A. Qualifications
 1. Demonstrate a mature Christian walk and sound moral character.
 2. Support the Church with tithes and offerings.
 3. An active member of the Church for at least two (2) years immediately preceding the date on which he/she takes office.
 4. Consistently attend the Church's services and weekly Bible study.
 5. Possess appropriate skill set for specific committee or ministry team.
- B. Finance and Legal Committee. The purpose of this committee is to maintain the fiscal responsibilities of the Church.
 1. Composition and Selection. The committee shall consist of not less than (6) members. A nominating committee shall select candidates for membership of this Committee and present annually to the Church for approval.

2. Term of Office. Each member shall serve for a maximum of two consecutive three (3) year terms and until his or her successor has been appointed, or until his or her prior resignation or removal. After an interval of at least one (1) year, a person may again be appointed to serve as a member of the committee.
3. Vacancy. A nominating committee shall fill vacancies as needed to complete the unexpired portion of the term of six months or more.
4. Chairman. The Chairman of the Finance and Legal Committee shall serve as the Corporate Treasurer. (see Article IX paragraph C.)
5. Duties and Responsibilities. The committee shall have the following responsibilities:
 - a. Perform responsibilities as outlined in the Church Financial and Legal Policy Manual.
 - b. Develop and maintain a policy manual.
 - c. Lead the annual budget process together with appropriate pastoral staff and present the proposed budget to the congregation for final approval.
 - d. Review the Church's monthly financial reports to ensure adherence to the Church's approved budget.
 - e. Conduct an annual review of the Church's financial records to ensure implementation of recommendations.
 - f. Assist Board of Trustees in assigned legal matters.
 - g. Develop, recommend, and administer policies and procedures which apply to church property management.

B. Personnel Committee

1. Composition and Selection. The committee shall consist of not less than six (6) members. A nominating committee shall select candidates for membership of this Committee and present annually to the Church for approval.
2. Term of Office. Each member shall serve for a maximum of two consecutive three (3) year terms and until his or her successor has been appointed, or until his or her prior resignation or removal. After an interval at least one (1) year a person may again be appointed to serve as a member of the committee of six (6) months or more.
3. Vacancy. A nominating committee shall be empowered to fill vacancies as needed to complete the unexpired portion of the term.
4. Chairman. The Committee shall elect a chairman of the committee from the six members.
5. Duties and Responsibilities. The committee shall have the following responsibilities:
 - a. Approve job descriptions for the Pastoral Staff and staff associates.
 - b. Develop and maintain a policy manual.
 - c. Assist the Board of Trustees in the annual evaluation of the Lead Pastor.

C. Parkview Baptist School, Inc. Board of Directors

1. Composition and Selection. Nominees for the Board of Directors of Parkview Baptist School, Inc. shall be selected by a nominating committee in accordance with Parkview Baptist School, Inc.'s By-Laws, and presented annually to the Church for approval.

2. Duties and Responsibilities. The responsibilities are set forth in Parkview Baptist School, Inc. governing documents.
- D. Parkview Baptist Foundation, Inc. The purpose of this committee is to promote and maintain designated funds received by the Church for activities outside the normal operations of the Church.
1. Composition and Selection. The committee shall consist of not less than (6) members. A nominating committee shall select candidates for membership of this Committee and present annually to the Church for approval.
 2. Term of Office. Each At Large member shall serve for a maximum of two consecutive three (3) year terms and until his or her successor has been appointed, or until his or her prior resignation or removal. After an interval of at least one (1) year, a person may again be appointed to serve as a member of the committee.
 3. Vacancy. A nominating committee shall be empowered to fill vacancies as needed to complete the unexpired portion of the term.
 4. Chairman. The chairman shall be elected from its members and serve on the Board of Trustees.
 5. Duties and Responsibilities. Promote the receipt of donated monies collected for special projects outside of the normal operations of the Church.
- E. Ministry Teams. Any ministry teams deemed necessary for the proper functioning of the Church shall be recommended by the Board of Trustees. The Board of Trustees shall be responsible for the population of the Ministry Team.
- F. Removal of a Member from a Committee, the School Board, or a Ministry Team. The Board of Trustees or the chairman of the affected committee and/or ministry team may recommend the removal of any member who fails to participate or endangers the general welfare or work of a ministry team. After deliberation, the Board of Trustees, by majority vote, may remove such member.

ARTICLE XII

CHURCH POLICY MANUAL

The Church Policy Manual shall be maintained and kept in the Church office. The manual shall be made available for reading to any active Church member upon request. At a minimum, this manual shall contain sections on General, Finance and Legal, Personnel, School Board, and PBC Foundation.

ARTICLE XIII

LIABILITY

- A. Limitation. The personal liability is hereby eliminated entirely of a Trustee of the Church, Deacon, officer, a member of a ministry team, a Director of Parkview Baptist School, Inc. and any person(s) so determined by the Trustees (hereinafter referred to in this Article as an "Indemnified Person") for monetary damages for breach of duty of care or other duty as an Indemnified Person; provided that such provision shall not eliminate or limit the liability of an Indemnified Person: (i) for any misappropriation (taking for your own use without owner's permission), in violation of his/her duties of any property of any kind whatsoever of the Church; (ii) for acts or omissions not in good faith or

which involve intentional misconduct or a knowing violation of law; (iii) for any transaction from which the Indemnified Person derived an improper personal benefit; or (iv) for any excise tax prescribed by Internal Revenue Code, Sections 4958 (including the corresponding provisions of any future United States Internal Revenue law, and not restricting the Church from providing insurance in connection with such excise taxes).

- B. Amendment. Any repeal or modification of the provisions of this provision shall be prospective only, and shall not adversely affect any limitation on the personal liability of an Indemnified Party of the Church with respect to any act or omission occurring prior to the effective date of such repeal or modification, and must be approved by ninety percent (90%) of the Board of Trustees present at a duly noticed meeting with a quorum present. In the event of any amendment of the Louisiana Not-For-Profit Corporation Code to authorize the further elimination of limitation of liability, then the liability of an Indemnified Party of the Church shall be widened to the fullest extent permitted by the amended Louisiana Not-For-Profit Corporation Code, in addition to the limitation of personal liability provided herein.
- C. Indemnification. The Church agrees to indemnify the Indemnified Person in accordance with this Article.
1. Definitions. The following terms as used in this Article shall have the meanings set forth below.
 - a. "Church" includes any domestic or foreign predecessor entity of the Church in a merger or other transaction in which the predecessor's existence ceased on consummation of the transaction. In addition, "Church" includes any domestic or foreign predecessor entity that is solely owned by the Church.
 - b. "Expenses" includes all reasonable counsel fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding, including any appeals.
 - c. "Liability" includes the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses actually incurred with respect to a Proceeding.
 - d. "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.
 - e. "Proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, arbitral or investigative and whether formal or informal.
 - f. "Reviewing Party" shall mean the person or persons making the entitlement determination pursuant to this Paragraph and shall not include a court making any determination under this Paragraph or otherwise.
 - g. "Independent Legal Counsel" shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither at the time of retention is, nor in the five years preceding the date of such retention has been, retained to represent: (i) the Church or an Indemnified Person in any matter material to either party; or (ii) any other Party to the Proceeding giving rise to a claim for indemnification under this Agreement. Notwithstanding the foregoing, the term "Independent Legal Counsel" shall not include any person who, under

the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Church or an Indemnified Person in an action to determine an Indemnified Person's rights under this Agreement.

2. Standard of Conduct. Except as provided in Paragraph C(7) below, the Church shall indemnify an Indemnified Person in the event an Indemnified Person is made a Party to a Proceeding because he or she is or was an Indemnified Person or Officer against Liability incurred in the Proceeding if:
 - a. the Indemnified Person conducted himself or herself 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
 - b. in the case of any criminal Proceeding, the Indemnified Person had no reasonable cause to believe his or her conduct was unlawful.
3. No liability for Certain Amounts. Notwithstanding any other provision of this Agreement, the Church shall not be liable for any amount paid by the Indemnified Person in settlement of any Proceeding that is not defended by the Church, unless the Church has consented to the settlement, which consent shall not be unreasonably withheld. The Church shall not be required to obtain the consent of the Indemnified Person to the settlement of any Proceeding, which the Church has undertaken to defend if the Church assumes full and sole responsibility for the settlement and the settlement grants the Indemnified Person a complete and unqualified release in respect of the potential Liability.
4. Advances for Expenses
 - a. The Church shall not advance funds to pay for or reimburse the reasonable Expenses incurred by the Indemnified Person as a Party to the Proceeding until a determination of entitlement to indemnification is made by the Board of Trustees, and only if the Indemnified Person delivers to the Church the Indemnified Person's written undertaking to repay any funds advanced if it is ultimately determined that the Indemnified Person should not have been entitled to indemnification under this Paragraph.
 - b. The undertaking required herein must be an unlimited general obligation of the Indemnified Person, but need not be secured and shall be accepted without reference to the Indemnified Person's financial ability to make repayment.
5. Authorization of and Determination of Entitlement to Indemnification
 - a. The Church and the Indemnified Person acknowledge that indemnification of the Indemnified Person under this Article has been pre-authorized by the Church. Nevertheless, the Church shall not indemnify the Indemnified Person under this Article unless a separate determination has been made in the specific case that indemnification of the Indemnified Person is permissible in the circumstances because the Indemnified Person has met the relevant standard of conduct set forth in this Article.
 - b. The determination referred to in this Paragraph shall be made by a majority vote of members of the Board of Trustees.
 - c. Upon the request of a party denied indemnification by a vote of the Board of Trustees, said Board shall retain Independent Legal Counsel to review its determination. In the event the Independent Legal Counsel affirms the Board of Trustees' determination, the party requesting indemnification shall be liable for the attorney fees of said Independent Legal Counsel.
6. Cooperation by Indemnified Person. The Indemnified Person shall cooperate with the Reviewing Party with respect to its determination of his or her entitlement to indemnification, including

providing to the Reviewing Party on reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to the Indemnified Person and reasonably necessary to the determination. Any Expenses incurred by the Indemnified Person in so cooperating with the Reviewing Party shall be borne by the Church so long as the Board of Trustees ultimately determines that the Indemnified Person is entitled to indemnification.

7. Limitations on Indemnification. Regardless of whether the Indemnified Person has met the relevant standard of conduct set forth in Section C(2), nothing in this Agreement shall require or permit indemnification of the Indemnified Person for any Liability or Expenses incurred in a Proceeding in which a judgment or other final adjudication establishes that the Indemnified Person's actions or omissions to act were material to the cause of action so adjudicated and constitute:
 - a. a violation of criminal law, unless the Indemnified Person had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;
 - b. a transaction from which the Indemnified Person derived an improper personal benefit;
 - c. willful misconduct or a conscious disregard for the best interests of the Church.

ARTICLE XIV CONFLICTS OF INTEREST

- A. Purpose. The purpose of the conflicts 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 a Board of Trustees member, Deacon, pastoral staff member, or ministry volunteer of the Church. This policy is intended to supplement, but not replace, any applicable state laws governing conflicts of interest applicable to nonprofit corporations.
- B. Definitions
 1. Interested Person
 - a. General Rule. Any person who is a "disqualified person" within the meaning of Federal Treas. Reg. §53.4958-3 is an "interested person" for purposes of this policy. Thus, any person who is, or during the preceding 5 years or current requirement was, in a position to exercise substantial influence over the affairs of the Church is an "interested person." If an individual or entity is an interested person with respect to the Church or any entity affiliated with the Church, he or she is an interested person with respect to all affiliated entities.
 - b. Particular persons. Any person who is, or who was during the past 5 years, a pastor, Trustee, Deacon, principal officer, or member of a committee with Trustee or pastoral delegated powers, and who has a direct or indirect financial interest, as defined below, is an "interested person." In addition, the spouse, ascendant, siblings, and descendants (and spouse of any ancestor, sibling, or descendant) of any such person is an interested party. Finally, any business, trust, or estate, at least 35% of which is owned by one or more interested persons, is itself an interested person. Other factors, e.g., being the founder of the Church, a substantial

contributor to the Church, or a key executive who is not an officer, will also be considered in determining whether an individual or entity is an interested person.

2. Disinterested person. Any person who is not an interested person with respect to the transaction, who is not in an employment or other financial relationship with any disqualified person with respect to the transaction, and who does not have any other material financial interest that may be affected by the transaction.
3. 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. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Church is negotiating a transaction or arrangement.
4. Compensation. Direct and/or indirect remuneration, as well as gifts or favors that are substantial in nature.
5. Disclosure, Waiver by Board of Trustees. Any party wishing to do business with the Church has an affirmative duty to disclose any potential conflicts of interest regarding the transaction at a duly convened meeting of the Board of Trustees. After disclosure and due investigation, the Board of Trustees may, at its option, waive any potential conflict of interest and do business with the interested party if it deems said waiver to be in the best interests of the Church. Any said waiver shall not conflict with applicable state laws governing nonprofit corporations.

ARTICLE XV

CONFLICT RESOLUTION AND ARBITRATION

The Church and its members are Christians and believe that the Bible commands them to make every effort to live at peace and solve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the members agree that any claim or dispute arising from or related to the Articles of Incorporation, the By-Laws, the resolutions or practices of the Board of Trustees, the administration of the Church by the Board of Trustees, Pastors or staff (employed or volunteer) or any other matter regarding the religious, educational or charitable practices of the Church (hereinafter "agreement") shall be settled by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (complete text of the rules is available at www.peacemaker.net). Judgment upon an arbitration decision may otherwise be entered in any court having jurisdiction.

The parties (whether they be members, regular attenders, or others) to a dispute or conflict understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. Without waiving the requirement that all disputes be resolved by mediation and, if necessary, arbitration, in the event a lawsuit is filed in connection with this agreement or

relating to relationship between the parties hereto arising out of this agreement, the exclusive venue for such lawsuit shall be the District Court of the Parish in which the Church has its primary office.

ARTICLE XVI
AMENDMENTS

Amendments to these By-Laws may be considered at any business meeting of the active membership provided each proposed amendment shall have been noticed in writing at least 10 days prior to said meeting to the active membership. Proposed amendments shall require a two-thirds (2/3) vote of active members present and voting for adoption.

PROPOSED