

THE KNOX PRESBYTERIAN CHURCH

Manual of Policy and Procedure

rev. 3/17/2014

This manual is prepared to assist the clergy, staff, committees and members of Knox Presbyterian Church in conducting the business of the church in an effective and efficient manner, and to provide a reference source for necessary information. Dates for changes refer to Session-Board of Trustees Minutes.

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INTRODUCTION

“All this, in writing at the Lord’s direction, he made clear to me – the plan of all the works.”²

Throughout the Bible, the Lord provides his followers with many directions...“plans”, if you will, for the conduct of his (and our) affairs on earth.

At Knox Church, indeed at many churches, there are as many ideas for effective conduct of our work as there are members. It is of great importance, therefore, that the staff, committees and members go about the business for which we are charged with clear purpose and clear direction, unified toward the goal of perpetuating the teachings and manner of Christ to the world.

“Christ established the church, but people create and operate its institutional forms. Church leaders serve as ‘midwives’ with God in a church, giving ‘birth’ to an organizational structure that is to be faithful to its mission.”³

Over the course of its 115+ years of existence, Knox Church has crafted, adopted, implemented and discarded policies and procedures as time and needs dictated. While this process involved constant revision and attention, seldom were those policies recorded in any concise vehicle for easy access and understanding. Many times, staff and members have found themselves searching for the guidance and wisdom of policy when either there was none or what WAS in existence was either not properly understood nor easily found. Thus the need...and thus this manual.

“The existence of a series of policy statements subscribed to by the church body provide the framework for efficient and competent operation of the administration of the church, thereby reducing the frustration of the task.”⁴

Any compilation of policies must be organized and presented in a fashion that is easy to understand and must provide the individual or committee with the information necessary to conduct its affairs. It is especially important that these policies be readily available to guide new staff and committee members that join the church or its committees.

To that end, this manual provides the following information:

- 1) The Regulations of the corporation and any other documents which authorize the entity to exist and function;
- 2) The structure of the organization, including its personnel and committees;
- 3) Policies and procedures for the general operation and administration of the church..

This manual will be updated as new policies are developed and approved, as well as removing old policies that are discarded.

² I Chronicles 28:19 *“The Holy Bible”* (NSRV)

³ Bruce P. Powers, *“Church Administration Handbook”* 1985

⁴ Robert H. Welch, *“The Church Organization Manual,”* 1996, NACBA, Page I

ARTICLE I. STATEMENTS OF MISSION AND VISION

***“We are a joyful community of Christian faith,
a growing reflection of God’s love.”***

ARTICLE I STATEMENT OF PURPOSE OR MISSION

The Mission of the Knox Presbyterian Church of Cincinnati, Ohio “Knox Presbyterian Church” is to serve God by:

Celebrating with joyful praise God’s redeeming love, seeking God’s will for each and all of us...

Serving the human need in our congregation, community and world...

Developing our full God-given potential as we learn and grow together...

Creating and nurturing ministries of fellowship, friendship, care and concern for members of all ages...

Faithfully utilizing our time, talent, resources, location and facilities to serve our members, community and world.

60 **ARTICLE II. REGULATIONS OF THE KNOX PRESBYTERIAN**
61 **CHURCH OF CINCINNATI, OHIO**

62 Adopted October 30, 2011

63 **ARTICLE 2 RELATION TO THE PRESBYTERIAN CHURCH (U.S.A.)**

64 Knox Presbyterian Church is a member church of the Presbytery of Cincinnati in the Synod of the Covenant
65 of the Presbyterian Church (U.S.A.)

66 **Article 3 GOVERNANCE OF THE CHURCH**

67 This church shall be governed in accordance with *Form of Government* and the *Book of Discipline* of the
68 Presbyterian Church (U.S.A.) and the Nonprofit Corporation Law of the State of Ohio. Consistent with those
69 documents, these Regulations shall provide specific guidance for this church. The most recent edition of
70 *Robert's Rules of Order* shall be used for parliamentary guidance

71 **ARTICLE 4 MEMBERS**

72 Section 4.1. Members. For purposes of these Regulations, the term "member of the corporation" or "mem-
73 ber" as used herein shall have the same meaning as the term "active member", a person whose name ap-
74 pears on the Active Members' Roll.

75 **ARTICLE 5 MEETINGS**

76 Section 5.1. Annual Meeting. The annual meeting of members of the corporation shall be conducted in con-
77 junction with the annual meeting of members of the congregation of Knox Presbyterian Church on such date
78 and at such time as shall be designated by the Session-Board of Trustees of Knox Presbyterian Church
79 (sometimes hereafter the "Session"). Such combined annual meeting shall be held within the first two
80 months following the close of each fiscal year of the corporation. At the annual meeting, in addition to the
81 business of the congregational meeting, officers (including trustees) may be elected, reports of the affairs of
82 the corporation, including from the Session, the Board of Deacons, and other organizations of the church
83 may be presented and considered, and such other business shall be transacted as may properly be brought
84 before the meeting. After review by the Session-Board of Trustees, compensation of the Pastors shall be
85 considered and adopted by the members present.

86 Section 5.2. Special Meetings. Special meetings of members of the corporation may be called at any time by
87 the Session-Board of Trustees upon receipt of a request in writing by any person(s) entitled to call a meeting
88 of members of the corporation that (a) states the purpose or purposes of the meeting, which may include
89 election of trustees and/or other officers of the corporation, and any other business appropriate for congrega-
90 tional consideration and (b) is delivered either in person or by registered or certified mail to the Moderator-
91 President (the "Moderator") or the Clerk of the Session-Secretary (the "Clerk") not less than ten days prior to
92 the date requested for the meeting, if any. Such officer shall promptly arrange for notice of such meeting to
93 be given as provided in Section 5.5 hereof.

94 Section 5.3 Business to be transacted at meetings of the congregation. Business at meetings of the congre-
95 gation shall be limited to these matters:

- 96 1. matters related to the electing of ruling elders, deacons, and trustees;
- 97 2. matters related to the calling of pastors;
- 98 3. matters related to the pastoral relationship, such as changing the call, or requesting of consent-
99 ing, or declining to consent to dissolution;
- 100 4. matters related to buying, mortgaging, or selling real property;
- 101 5. matters relating to the permissive powers of a congregation, such as the desire to lodge all ad-
102 ministrative responsibility in the Session-Board of Trustees.

103 However, both ecclesiastical and corporate business may be conducted at the same congregational meet-
104 ing.

105 Section 5.4. Place of Meetings. Meetings of members of the corporation, whether annual or special, shall be
106 held at such place within or outside the State of Ohio as shall be determined from time to time by the Ses-
107 sion-Board of Trustees. In the absence of such determination, meetings of members of the corporation shall
108 be held in the sanctuary of Knox Presbyterian Church.

109 Section 5.5. Notice of Meetings. Notice of each meeting of members may be provided in written and/or ver-
110 bal form and shall be given in connection with services of worship on two successive Sundays. Notice of any
111 special meeting of the members shall state the purpose or purposes of such meeting. No matter other than
112

120 those stated in the notice of the meeting may be considered at any such special meeting. The meeting may
121 be convened immediately following the notice given on the second Sunday. When the meeting is called for
122 the purpose of electing a Pastor, the notice shall be given in written and verbal form at least ten days in ad-
123 vance of the meeting, which shall include two successive Sundays.

124
125 Section 5.6. Waiver of Notice. Attendance of a member at any meeting of members, without protesting, prior
126 to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by that
127 member of notice of the meeting.

128
129 Section 5.7 Moderator. The Pastor shall moderate all meetings of members. If there are co-Pastors, they
130 shall alternately preside at meetings. When the church is without a Pastor, the moderator appointed by the
131 presbytery shall preside. If it is impractical for the Pastor or the moderator appointed by the presbytery to
132 preside, he or she shall invite, with the concurrence of the Session-Board of Trustees, another teaching el-
133 der of the presbytery to preside. When this is not expedient, and when either the Pastor or the moderator
134 concur, a member of the Session-Board of Trustees may be invited to preside.

135
136 Section 5.8 Secretary. The Clerk shall serve as secretary of all meetings of members. If the Clerk is not pre-
137 sent or is unable to serve, the congregation shall elect a secretary *pro tem*.

138
139 Section 5.9 Minutes. The minutes of any meeting of members recorded by the secretary shall be attested by
140 the Moderator and the Clerk, and shall be recorded in the Minute Book of the Session-Board of Trustees.

141
142 Section 5.10 Quorum. A quorum for any meeting of members shall be the Moderator, the Clerk, and one
143 tenth of the members. A majority of the members present at a meeting may adjourn such meeting from time
144 to time without notice other than announcement at the meeting of the place, date and hour of the adjourned
145 meeting. At an adjourned meeting, members may transact any business which might have been transacted
146 at the original meeting.

147
148 Section 5.11. Voting. Each member present at any meeting of members shall be entitled to one vote upon
149 each matter properly submitted to the members for their vote at that meeting. Voting by proxy is not allowed.
150 When a quorum is present at any meeting, except as otherwise expressly required by statute, the Articles of
151 Incorporation, or these Regulations, a majority of votes cast at a meeting of members shall control.

152
153 Section 5.12. Conduct of Meetings. All meetings of members shall be conducted in accordance with the
154 most recent edition of *Robert's Rules of Order*, except to the extent otherwise required by statute, the Arti-
155 cles of Incorporation, or these Regulations.

156 **ARTICLE 6 THE SESSION-BOARD OF TRUSTEES**

157 Section 6.1. General Powers. All of the authority of this corporation shall be exercised by or under the direc-
158 tion of the Session-Board of Trustees, subject to limitations imposed by law, the Articles of Incorporation, or
159 these Regulations.

160
161 Section 6.2. Number, Election and Eligibility. The trustees of the corporation shall be those persons consti-
162 tuting the Session of Knox Presbyterian Church. There shall be no fewer than 24 Ruling Elders in active ser-
163 vice, divided into three classes as nearly equal in number as possible, one class of whom shall be elected
164 each year for a three-year term. The exact number of Ruling Elders shall be determined from time to time by
165 the Session, but no reduction in such number shall have the effect of shortening the term of a Ruling Elder.
166 No Ruling Elder may serve on the Session for consecutive full terms, but a Ruling Elder who serves a partial
167 term may be re-elected to serve a consecutive full term. No Ruling Elder who has served a full term shall be
168 eligible for election to a new term until one full year shall have elapsed. Each Ruling Elder shall remain in ac-
169 tive service until his or her successor has been ordained and installed, or until his or her earlier death, resig-
170 nation or removal. No person shall serve as a trustee of the corporation unless he or she is a Ruling Elder in
171 active service on the Session.

172
173 Section 6.3. Meetings of the Session-Board of Trustees. Stated or regular meetings of the Session-Board of
174 Trustees shall be held at least quarterly. Special meetings of the board of trustees may be called in the same
175 manner as special meetings of the Session. Unless the notice of meeting otherwise specifies, each such
176 meeting shall be conducted in conjunction with a meeting of the Session, and separate notice of meetings of
177 meetings of the board of trustees shall not be required.

178
179 Section 6.4. Place of Meetings of the Session-Board of Trustees. Meetings of the Session-Board of Trus-
180 tees, whether regular or special, shall be held at such place within or outside the State of Ohio as shall be
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182 determined from time to time by the Session-Board of Trustees. In the absence of such determination, meet-
183 ings of the Session-Board of Trustees shall be held on the premises of Knox Presbyterian Church.

184
185 Section 6.5. Notice of meetings of the Session-Board of Trustees. Notice of all meetings of the Session-
186 Board of Trustees shall be given not less than three (3) days in advance of the meeting by any of the means
187 specified in Section 10.3 of these Regulations. Notice of any special meeting of the Session-Board of Trus-
188 tees shall state the purpose or purposes of such meeting. No matter other than those stated in the notice of
189 the meeting may be considered at any such special meeting.

190
191 Section 6.6. Waiver of Notice. Attendance of a Ruling Elder-Trustee at any meeting of the Session-Board of
192 Trustees without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall
193 be deemed to be a waiver by that Ruling Elder-Trustee of notice of the meeting.

194
195 Section 6.7 Moderator and Secretary. A Moderator and a secretary shall be provided for any meeting of the
196 Session-Board of Trustees in the same manner as set forth in Sections 5.7 and 5.8 of these Regulations
197 with, if necessary, the Session-Board of Trustees selecting the secretary *pro tem*.

198
199 Section 6.8. Quorum. A quorum for any meeting of the Session-Board of Trustees shall be the Moderator
200 and a majority of the Ruling Elder-Trustees then in office. The act of a majority of the Ruling Elder-Trustees
201 present at a meeting at which a quorum is present is the act of the board of trustees, except as otherwise
202 provided by law, the Articles of Incorporation, or these Regulations.

203
204 Section 6.9. Actions Without Meeting. Any action that may be authorized or taken at a meeting of the Ses-
205 sion-Board of Trustees may be authorized or taken without a meeting with the affirmative written vote or ap-
206 proval of, and in a writing or writings signed by, all of the Ruling Elder-Trustees, including any transmission
207 by authorized communications equipment that contains an affirmative vote or approval. [See NOTE below]

208
209 Section 6.10. Committees of the Session-Board of Trustees. The Session-Board of Trustees may create
210 committees of the trustees, each to consist of one or more Ruling Elder-Trustees. Such committees shall
211 have and may exercise such powers as may be conferred or authorized by the resolutions of the Session-
212 Board of Trustees appointing them; however, no committee shall have the power to fill vacancies among the
213 Ruling Elder-Trustees or in any committee. The Session-Board of Trustees shall have the power at any time
214 to fill vacancies in, to change the membership of, or to discharge any such committee. Each such committee
215 of the Session-Board of Trustees shall be chaired by a Ruling Elder-Trustee. Persons who are not Ruling
216 Elder-Trustees may also serve as members of such committees.

217
218 **ARTICLE 7I OFFICERS OF THE CORPORATION**

219 Section 7.1. Officers. The Moderator of the Session shall be the president of the corporation and the Clerk of
220 the Session shall be the secretary of the corporation. The board of trustees shall elect a treasurer of the cor-
221 poration who may, in the sole discretion of the Session, also serve as Chair of the Session's Budget and Fi-
222 nance Committee, or any similar committee. The board of trustees may elect such other officers and appoint
223 such other agents of the corporation as the board of trustees may determine. Except as otherwise provided
224 in the *Form of Government*, all officers shall have such authority and term of office, and shall perform such
225 duties, as the board of trustees may from time to time determine. Any two or more offices may be held by the
226 same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if
227 such instrument is required by law, the Articles of Incorporation, or these Regulations to be executed,
228 acknowledged or verified by two or more officers.

229
230 Section 7.2. Term. Except as otherwise provided in the *Form of Government*, each officer shall hold office
231 until his or her successor is elected or until his or her earlier death, resignation or removal.

232
233 Section 7.3. Bonds. If the board of trustees shall so require, any officer or agent of the corporation, except
234 the Moderator and the Clerk, shall give a bond to the corporation in such amount and with such surety as the
235 board of trustees may deem sufficient, conditioned upon the faithful performance of his or her duties.

236
237 **ARTICLE 8 BOARD OF DEACONS**

238 Section 8.1. Number, Election and Eligibility. There shall be no fewer than 21 Deacons in active service, di-
239 vided into three classes as nearly equal in number as possible, one class of whom shall be elected each
240 year for a three-year term. Notwithstanding the foregoing, the members of the congregation may, by vote in
241 a meeting of the congregation, elect one or more persons under 25 years of age to the office of Deacon, to
242 serve on the Board of Deacons for a term of one, two or three years. No Deacon may serve for consecutive
243 full terms, but a Deacon who serves a partial term may be re-elected to serve a consecutive full term. No

244 Deacon who has served a full term shall be eligible for election to a new term until one full year shall have
245 elapsed. Each Deacon shall remain in active service until his or her successor has been ordained and in-
246 stalled, or until his or her earlier death, resignation or removal.

247
248 Section 8.2. Meetings of the Board of Deacons. Meetings of the Board of Deacons shall be called, noticed
249 and conducted in the manner prescribed for the Session-Board of Trustees.

250
251 Section 8.3. Leadership. The Board of Deacons shall elect a moderator and a secretary from its member-
252 ship. The Associate Pastor, if any, shall provide staff support to the Board of Deacons.

253
254 **ARTICLE 9 INDEMNIFICATION**

255 The corporation shall indemnify its trustees and officers, including Elders and Deacons in active service, to
256 the full extent permitted by the Nonprofit Corporation Law of Ohio. The corporation may, to such extent and
257 in such manner as is determined by the board of trustees within its sole discretion, but in no event to an ex-
258 tent greater than is permitted by the Nonprofit Corporation Law of Ohio, indemnify any employee or agent of
259 the corporation permitted to be indemnified by the Nonprofit Corporation Law of Ohio.

260
261 **ARTICLE 10 MISCELLANEOUS PROVISIONS**

262 Section 10.1. Fiscal Year. The fiscal year of the corporation shall end on the 31st day of December.

263
264 Section 10.2. Congregational Nominating Committee. The Congregational Nominating Committee shall be
265 composed of at least two Ruling Elders in active service designated by the Session (one of whom shall be
266 designated as Chair of the Committee), the Moderator (as an ex officio member without vote), at least one
267 member of the Board of Deacons, and six other members of the corporation, none of whom shall be in active
268 service as an Elder or a Deacon, who shall be elected annually by the members at annual meeting of the
269 members or at any special meeting called for such purpose. The Congregational Nominating Committee
270 shall bring to the next annual meeting of members, or any special meeting called for such purpose, a slate of
271 nominees eligible for election to each office to be filled. The congregation/corporation shall elect men and
272 women from among its members, giving fair representation to persons of all ages and of all racial/ethnic
273 backgrounds, and to persons with disabilities, to the office of Ruling Elder-Trustee and Deacon.

274
275 Section 10.3. Notice. Whenever provisions of law, the Articles of Incorporation, or these Regulations require
276 notice to be given to the Ruling Elder-Trustees or to the Deacons, such notice may be given in writing, by
277 hand delivery, by mail, by courier, by overnight package delivery, or by authorized communications equip-
278 ment, in any case prepaid and addressed to each such Ruling Elder-Trustee or Deacon as his or her ad-
279 dress appears on the records of the corporation. Notice given by any one of the above methods shall be suf-
280 ficient, and the method of giving notice to all Ruling Elder-Trustees and to all Deacons, respectively, need
281 not be uniform. Such notice, unless delivered by hand or by telephone call, shall be deemed to be given at
282 the time when it is so mailed, or delivered to a courier, an overnight package delivery company, or in the
283 case of a telecopy or an electronic mail message, when transmission has been confirmed. In computing the
284 period of time for the giving of notice, the day on which notice is given shall be excluded, and the day when
285 the event for which notice is given is to occur shall be included. [See NOTE below]

286
287 Section 10.4. Interpretation. In the event that any provision of these Regulations conflicts with, fails to con-
288 form to, or is inconsistent with, any requirement or other provision of the *Form of Government* of the Presby-
289 terian Church (U.S.A.), as it now exists or as it may in the future be amended, the applicable requirement or
290 other provision of the *Form of Government* shall control to the extent permitted by the Nonprofit Corporation
291 Law of Ohio.

292
293 **ARTICLE 11 SEAL**

294 A corporate seal shall not be required. If the board of trustees elects to provide a seal, failure to affix such
295 seal to any document shall not affect the validity thereof.

296
297 **ARTICLE 12 AMENDMENT**

298 These Regulations may be altered, amended or repealed, or new Regulations may be adopted, at any an-
299 nual or special meeting of members called for that purpose and at which a quorum is present, by the affirma-
300 tive vote of a majority of members present at such meeting.

301
302 **NOTE:** "Authorized communications equipment" means any communications equipment that provides a transmission, including, but not
303 limited to, by telephone, telecopy, or any [other] electronic means, from which it can be determined that the transmission was authorized by,
304 and accurately reflects the intention of, the member or [trustee] involved and, with respect to meetings, allows all persons participating in the
305 meeting to contemporaneously communicate with each other. Section 1702.01(Q), Ohio Revised Code. (This includes fax and e-mail,
306 among other electronic communications.)

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ARTICLE II. CHURCH ORGANIZATION

Knox Church is governed by its 24-member Session-Board of Trustees. The Session-Board of Trustees oversees the operation of its nine standing committees. The standing committees are:

Stewardship, Budget and Finance	Mission and Social Concerns
Buildings and Grounds	Personnel
Christian Education	Budget and Finance
Growth and Outreach	Worship and Music
Budget and Finance	Knox Preschool

Ad hoc committees and task forces may be formed by the Session-Board of Trustees for specific time periods and for specific tasks.

Committee members shall be nominated annually by a committee composed of the ministerial and program staff, the chair of each committee and the Clerk of Session. They shall be appointed by the Session-Board of Trustees no later than February.

Session committees shall be composed of no fewer than two (2) Ruling Elders to be named by the Session-Board of Trustees, on the recommendation of the Moderator, as chair, and no fewer than three members from the Congregation-at-large. This does not exclude Deacons from serving as members of the committees; neither does it require such service.

Meetings of the committees, except the Personnel Committee, shall occur on one night in the church edifice for the purposes of instant communication and ready coordination.

The Session Coordination Committee, made up of the chairs of each committee, the Pastors, the Church Educator, the Stephen Ministry Director, the Director of Youth and Young Adults, the Church Administrator and the Clerk of Session, normally meets one-half hour before the committees gather for the purpose of good communication among committees and of coordinating planning. The Moderator shall preside. In the Moderator's absence, the Associate Pastor shall preside.

Committees shall make periodic reports to the Session-Board of Trustees on the following schedule:

Budget & Finance	January & July
Christian Education	June & December
Congregational Nominating	October
Knox Preschool	November
Growth & Outreach	May & December
Memorial and Endowment	December
Mission and Social Concerns	April & November
Personnel	June & January (terms of call only)
Stewardship	March & September
Buildings and Grounds	March & September
Worship and Music	February & October

Reports shall consist of:

- 1) actions/approvals needed;
- 2) purpose of the Committee's work;
- 3) current state of the program;
- 4) recent results/activities;
- 5) anticipated plans/challenges;
- 6) other pertinent information.

Interim reports may be made as needed, but are not required.

ARTICLE III. COMMITTEE ORGANIZATION

† THE PERSONNEL COMMITTEE

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COMMITTEE:

The Personnel Committee (herein, the "Personnel Committee" or the "Committee") of the Session of The Knox Presbyterian Church of Cincinnati, Ohio, an Ohio non-profit corporation and a congregation of the Presbyterian Church (U.S.A.) (herein, "Knox Church" or the "Church") shall be composed of no fewer than two (2) Ruling Elders and three (3) persons from the congregation-at-large.

ORGANIZATION:

The Personnel Committee shall be moderated by a Chairperson who is named annually by the Session-Board of Trustees and who shall serve on the Session Coordination Committee. The Committee may elect a Secretary from its membership.

MEETINGS:

Meetings of the Personnel Committee shall be held at the discretion and call of its Chairperson or Pastor/Head of Staff.

REPORTING:

The Personnel Committee shall report to the Session-Board of Trustees in the month of June, and again in January (proposed Terms of Call only), and shall report final Terms of Call to the congregation on behalf of the Session-Board of Trustees.

DUTIES OF THE COMMITTEE:

- To provide confidential support to the Pastor/Head of Staff and the "staff" in accordance with the *Book of Order* of the Presbyterian Church (U.S.A.)
- To assist the Pastor/Head of Staff in the preparation of position descriptions for all positions on the staff.
- To recommend to the Session-Board of Trustees, for adoption by that body, personnel qualifications for particular positions on the staff.
- To use the Committee's best efforts to ensure that any vacancy in non-ordained staff positions is filled.
- To annually conduct, or cause to be conducted, a performance review of ordained and non-ordained employees, and to recommend, or cause to be recommended, salary adjustments in cooperation with those committees of Session which have direct relationships with each such employee.
- To develop and propose personnel policies and practices, for adoption by the Session-Board of Trustees, and to implement them through the Pastor-Head of Staff.
- To oversee retirement benefits for all eligible lay employees.
- To present a preliminary personnel budget request to the Budget and Finance Committee at the requested time during or prior to the Stewardship Campaign, and to make such adjustments in that budget as may be necessary from time to time.
- To recruit such *ad hoc* assistance, including subcommittees, as may be necessary to fulfill specific tasks as may be necessary to fulfill specific tasks.

PERSONNEL POLICIES OF OUR CHURCH

1.0 INTRODUCTION – VISION OF THE STAFF

1.1 Our role as leaders and workers in the life of this congregation can be summed up in the words of the Apostle Paul: *"Each has his or her own special gift from God to use for the common good."* Our concern is for people within and without the walls of Knox Church. In our committed service to all people whom God loves, we find ourselves and discover the mission of the church.

1.1.1 As members of the staff of Knox Church, we function together in a team ministry. We are one working fellowship serving in and for a cause greater than ourselves, either individually or corporately.

1.1.2 We are a team of individuals, trained and qualified, to serve in particular areas of specialization, each with responsibility for that particular area. At the same time, every aspect of Knox Church is a concern to the entire staff. As we share together in this relationship of group ministry, we develop a sensitivity to each other and our work, which expresses itself in a rapport with one another and with the entire congregation.

1.1.3 We carry a responsibility, both individually and together. Each person's time is extremely valuable in the economy of service. Respect for the work and time of each person is important. Plan carefully and in advance. Seek to avoid changes in schedules, once established, and the ensuing last-minute pressures. Anticipate problems and have practical suggestions in advance where possible. Attention to all details is important. Double check rather than take a chance.

1.1.4 We shall operate together as economically as possible. We are all servants of the church. We should never be miserly; neither should we be careless. Careful use of equipment and supplies is essential. Plan generously, but with as little waste as possible.

1.1.5 We share in regular staff meetings to discuss programs, projects, and details of administration. Questions, reviews, and announcements should be cleared through this mutually shared time. It is es-

428 sential that we keep each other informed. Free communication, both formal and informal, gives us insight
429 into the various activities and the spirit behind them.

430 **1.1.6** We agree that the personal touch is important in maintaining good public relations. The way we
431 deal with people personally, by telephone, letter or electronic message, represents our entire church. In
432 the service of ministry, every contact we make, the way we make it, and how we handle it, speak for all
433 of us.

434 **1.1.7** We shall deal with our common faults, mistakes, and needs in Christian love and understanding.
435 Above all, let us seek to be creative and always helpful.

436 **2.0 NATURE OF PERSONNEL POLICIES AND GUIDELINES**

437 2.1 These Personnel Policies and Guidelines (herein, "policies" or "guidelines") are established as per-
438 sonnel policies of Knox Presbyterian Church. They are designed to be consistent with all applicable pro-
439 visions of the *Form of Government* of the Presbyterian Church (U.S.A). The Session-Board of Trustees
440 is free to change these policies at any time, and will strive to keep employees of Knox Church informed of
441 any changes through updates to the policy manual. Further, these policies represent only guidelines for
442 the personnel administration of Knox Church, and are not intended to form the basis of any contract of
443 employment, express or implied.

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446 2.2 As a church, Knox is committed to carrying out the call of the Gospel and the Christian faith, and
447 these policies reflect that mission. Nevertheless, these references should not be considered to be a re-
448 quirement that all staff share this faith and, with the exceptions of Teaching Elders and other program
449 staff for whom religion may be a *bona fide* occupational qualification, employment at Knox Presbyterian
450 Church will not be conditioned upon personal religious faith.

451 **3.0 RESPONSIBILITIES AND MUTUAL COMMITMENTS**

452 3.1 The employment relationship involves mutual expectations and responsibilities for both the employer
453 and the employee. In this relationship, Knox Church commits that it will:

454 3.1.1 provide competitive compensation to employees within the financial ability of
455 Knox Church.

456 3.1.2 provide a safe and secure workplace, equitable benefits, and appropriate
457 working conditions for all employees.

458 3.1.3 conduct regular performance reviews considering the work objectives of em-
459 ployees and the Church's objectives, in which each employee will participate in
460 evaluating his or her own performance own performance.

461 3.1.4 provide a process for hearing and resolving complaints and grievances relat-
462 ing to employment.

463 3.1.5 maintain open communications with employees on matters concerning their
464 welfare and the Church's interests.

465 3.1.6 assist employees in meeting their career goals in a manner consistent with
466 the interests and capabilities of the Church.

467 3.2 Employees are expected to:

468 3.2.1 work together with other employees, as a team, to implement the programs
469 of the Church.

470 3.2.2 give their best possible performance in their assigned functions.

471 3.2.3 make suggestions to improve operations, use initiative, and participate in
472 groups, as requested, to further the Church's goals.

473 3.2.4 follow the Church's rules and regulations, including these policies, be honest,
474 truthful and reliable, and behave in a manner appropriate to employment in a
475 Christian fellowship.

476 3.2.5 report for work at the appointed time and stay on duty as scheduled by the
477 supervisor.

478 3.3 Knox Church will determine an individual employee's compensation in light of appropriate economic
479 factors and an annual performance review.

480 3.4 Appropriate, authorized expenses incurred by employees in the performance of their work are reim-
481 bursed through a uniform, voucher-based system.

482 3.5 Knox Church strives to afford employees the opportunity to acquire new skills, or to refresh old skills
483 and knowledge, consistent with the needs of the Church and with their own career goals. Assistance to
484 an employee may be given by the Church through payment of expenses, grants, and/or time away from
485 the job to participate in employer-approved training, consistent with the Church's financial ability and the
486 needs of the particular position. Staff development will be a part of the performance review process
487 where appropriate.

488 3.6 The Church's benefit program is designed to assist in meeting employee needs for medical services
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490 and insurance, retirement income, vacations, leaves of absence, and other personal needs consistent
491 with the goals and financial capacity of Knox Church. Employees are expected to take full advantage of
492 government or other benefits available to them, with the Church becoming the secondary or supple-
493 mental source of benefits.

494 3.7 Knox Church strives to provide equitable working hours, necessary equipment, humane treatment,
495 and clean, pleasant and safe working conditions to the extent feasible within the goals and financial ca-
496 pacity of the Church.

497 3.8 Through adoption of these Personnel Policies and Guidelines, the Church seeks to provide all em-
498 ployees with guidelines pertinent to their employment including, upon request, identification of the per-
499 sons or committees involved in the administration and oversight of the system.

501 **4.0 PRINCIPLES TO GUIDE THE DEVELOPMENT AND ADMINISTRATION OF PERSONNEL** 502 **POLICIES AND PROCESSES**

503 4.1 Knox Church is committed, both by law and by the Gospel, to employment practices that do not dis-
504 criminate on the basis of race, ethnicity, color, national origin, gender, age, marital status, sexual orienta-
505 tion, creed or religious affiliation (except where either is a *bona fide* occupational qualification), or disabil-
506 ity.

507 **5.0 CHANGES TO PERSONNEL POLICIES**

508 Personnel policies are developed by the Personnel Committee and are adopted by the Session-
509 Board of Trustees upon recommendation of the Personnel Committee. The policies set forth in this man-
510 ual may be amended only by the Session-Board of Trustees upon recommendation of the Personnel
511 Committee. No member of staff, including the Pastor-Head of Staff, has the authority to alter, vary, or
512 create exceptions to these policies, except with the consent of the Personnel Committee, which consent
513 shall be properly recorded.

514 **6.0 EMPLOYMENT CATEGORIES, TERMINOLOGY AND PROCEDURE**

515 6.1 Non-Clergy Staff

516 The legal employer of all local church staff is The Knox Presbyterian Church of Cincinnati, Ohio.
517 The Session-Board of Trustees of Knox Church provides for the employment of non-clergy staff and has
518 the authority to appoint, call, terminate, provide compensation and benefits, and direct the work of its
519 staff. These Personnel Policies and Guidelines are not applicable to employees of Knox Preschool who
520 are covered by policies of the preschool (see Article VIII, page 1.)

521 ~~6.2~~ Teaching Elders

522 In accordance with federal and state statutes and Church policy, all Teaching Elders are consid-
523 ered to be self-employed people engaged in the exercise of their ministry and, as such, are not subject to
524 withholding for certain taxes. They are, however, included in all other policies that apply to employees
525 generally, except where they are excluded by federal or state law. Terms of Call, duly approved by the
526 congregation, take precedence in situations in which the Terms of Call and these Personnel Policies and
527 Guidelines conflict.

528 6.3 Overtime Compensation -- Non-exempt and Exempt Employees

529 6.3.1 The Fair Labor Standards Act of 1938 (FLSA) provides for non-exempt and
530 exempt positions with respect to overtime payments. Eligibility for overtime
531 compensation is determined strictly in accordance with regulations of the U.S.
532 Department of Labor (DOL). Although Knox Church is not an employer covered by
533 the provisions of the FLSA, the Church voluntarily agrees to provide compensation
534 for overtime work in accordance with the basic FLSA policy of time-and-one-half
535 pay for hours worked over 40 hours in a work week.

536 6.3.2 Employees in non-exempt positions shall be paid overtime wages for hours
537 worked in excess of 40 hours in a seven-day work week, measured on Sunday
538 through Saturday. Overtime pay is at the rate of one-and-one-half times the
539 regular hourly rate. All overtime work must be approved by the supervisor in
540 advance. Because the FLSA does not currently permit overtime work in excess of
541 40 hours in a week to be compensated other than in cash, compensatory time off
542 for hours will not be granted for hours worked over 40 hours in a work week,
543 except as otherwise approved by the Personnel Committee.

544 6.3.3 If the normal work week for a non-exempt position is less than 40 hours per
545 week, all hours worked up to 40 will be paid at the regular hourly rate.
546 Compensatory time off on the basis of one hour of time off for each hour worked
547 may be given in lieu of payment for hours worked in excess of the normal work
548 week but not over 40 hours, consistent with the requirements of the FLSA.
549 6.3.4 Employees in exempt positions are compensated on the basis of a salary for the
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552 position performed, a rate of pay that does not vary based upon the number of
553 hours worked, and such employees are, therefore, not paid overtime wages.
554 Exempt employees are expected to manage their schedules to provide them with a
555 minimum of one full day off each week; absences from regularly scheduled work
556 must be approved by the Pastor-Head of Staff.

557 6.4 Job Classifications.6.4.1 “Salaried full-time employment” means working a regular
558 work week of at least 40 hours, paid on a salaried basis.

559 1. “Hourly full-time employment” means working an average of at least 40
560 hours per week with compensation based strictly on the number of hours worked in
561 a work week and pay period.

562 6.4.3 “Part-time employment” means work that is regularly set for less than the
563 full-time standard. The fact that a part-time employee may occasionally work
564 more than their contracted hours per week, such as during peak periods or for
565 coverage for absent employees, does not change the part-time nature of the em-
566 ployment.

567 6.4.4 “Seasonal Employment” means employment limited to particular periods or
568 seasons of a the year for which work is needed, and such work may be full- or
569 part-time.

570 6.4.5 “Temporary Employment” means a non-permanent position with a fixed date
571 of termination of employment. The fact that a temporary position is extended to
572 another, fixed termination date does not change the temporary nature of the posi-
573 tion. Temporary employment may be full- or part-time.

574 6.4.6 “Regular Employment” means an indefinite appointment where the need for
575 the position is anticipated to be on-going, at least to exceed two years. Employ-
576 ment relationships with regular employees remain subject to termination as provid-
577 ed in these policies. Unless an employee is employed for a specific time period, all
578 employees are considered to be regular full- or part-time employees serving an in-
579 definite term.

580 6.4.7 Neither part-time employees who are scheduled to work an average of less
581 than 20 hours per week, temporary employees, nor seasonal employees earn paid
582 leave or other fringe benefits, except as expressly provided by these Personnel
583 Policies and Guidelines.

584 6.5 Pastor-Head of Staff

585 The Pastor is the Head of Staff for all employees of Knox Church. In the case of a vacancy in the
586 position of Pastor-Head of Staff, the Session-Board of Trustees may designate the Associate Pastor or
587 another person to serve as Acting Head of Staff.

588 6.6 Appointed Exempt Staff

589 Exempt staff will be appointed by the Pastor-Head of Staff in consultation with the Personnel
590 Committee, subject to confirmation by the Session-Board of Trustees.

591 6.7 Non-exempt Staff

592 Non-exempt staff are employed by authorization from the appropriate supervisor in consultation
593 with the Pastor-Head of Staff and the Personnel Committee, as well as appropriate committee chairs.
594 Any position must have been approved by the Session-Board of Trustees prior to the hire of an employee
595 to fill that position.

596 6.8 Term Employment

597 6.8.1 Term employees are temporary employees who are employed for a specific
598 period of time of not less than three months and not more than two years. The
599 term appointment automatically expires at the end of that period unless the ap-
600 pointment terminated earlier because of resignation, retirement, or involuntary ter-
601 mination. A term employee may be exempt or non-exempt, lay or clergy.

602 6.8.2 Whether a term employee receives benefits similar to regular employees
603 depends upon the agreed conditions of employment. All term employee appoint-
604 ments require a written, signed agreement stating the purpose, length, and condi-
605 tions of employment and containing a statement that the relationship is not that of
606 a regular employee, as well as a provision that either party may terminate the rela-
607 tionship upon two weeks (or other specified period of advance) notice. Preparation
608 of this agreement is the responsibility of the appropriate supervisor in consultation
609 with the Pastor/Head of Staff.

610 6.9 Position Descriptions

611 A position description will be developed for each staff position. The employee and his/her super-
612 visor will participate in development of the description of the position that employee fills. The Personnel
613 Committee shall review each position description and shall approve such position description prior to the

614 hire of an employee to fill that position.

615 6.10 Minimum Age

616 Employees must be at least 16 years of age, and the Personnel Committee may require employ-
617 ees to be at least 18 years old where appropriate. Notwithstanding this provision, Knox Church may hire
618 child care team members under the age of 16 for a specific church event or worship service.

619 6.11 Internal Communication

620 Employees will be advised of vacancies so that they may indicate interest in being considered as
621 applicants for transfer or promotion. Knox Church reserves the right, however, to select the candidate
622 with the best qualifications for every position, and shall not be required to provide favorable treatment to
623 existing employees.

624 6.12 Medical Examination

625 The Pastor-Head of Staff may require medical examinations for employees or candidates for em-
626 ployment (following a conditional offer to hire only) in order to determine the applicant's ability to perform
627 the essential duties of the position, and to determine whether reasonable accommodation may be re-
628 quired by that employee or applicant. No candidate may be required to undergo a medical examination
629 prior to the issuance of a conditional offer to hire. Periodic health examinations may be required thereaf-
630 ter, at the Church's expense, to determine the employee's fitness for duty, his/her abilities to perform es-
631 sential job functions, with or without reasonable accommodation, and to verify the appropriate use of sick
632 leave.

633 6.13 Probationary Employment

634 The first three months of employment are a probationary or trial period, giving the employee and
635 the supervisor an opportunity to evaluate the employee's capabilities for, and performance in, the position
636 under actual working conditions. During this period the employee is subject to discharge without formal
637 warning or other process. At the end of this period the supervisor will prepare and discuss a performance
638 appraisal with the employee. Regular employee status will not be granted until this appraisal is complete
639 and recorded in the employee's personnel record. The probationary or trial period may be extended for
640 up to an additional three months, not to exceed six months in total, by the supervisor with the approval of
641 the Pastor/Head of Staff. Notwithstanding the completion of any probationary period, employees of Knox
642 Church continue to be employed at will, and remain subject to termination as provided in these policies.

643 6.14 Nepotism

644 No decision related to employment, whether it affects hiring, compensation, disciplining or terminating an
645 applicant or an employee shall be made by, or participated in, by any relative by blood or marriage or a
646 member of the same household of the applicant or employee. No employee shall be assigned to a posi-
647 tion where a direct relative or member of the same household is in a position to influence the employee's
648 pay, promotion, work assignments, discipline, or any other aspect of personnel management affecting
649 that employee.

650 6.15 Employee Records and Privacy

651 6.15.1 A personnel folder will be maintained by the supervisor and the Pas-
652 tor/Head of Staff for each ~~other~~ non-ordained employee of the Church. The Pastor-
653 Head of Staff will maintain a personnel folder for the all employees. Each such
654 folder will contain the employment application, payroll change authorizations, em-
655 ployee evaluations, and other pertinent correspondence or memoranda relating to
656 that employee. Any change of address, telephone number, number of depend-
657 ents, or marital status, should be promptly reported to the Pastor/Head of Staff and
658 supervisor.

659 6.15.2 Employee records are confidential information and will be so handled, to
660 the extent consistent with legal requirements and other provisions of these Per-
661 sonnel Policies and Guidelines. In the event of an inquiry by law enforcement au-
662 thorities or any other governmental investigatory agency or official concerning the
663 work of the Church, its activities, records, or personnel, or if an employee is sought
664 to be questioned by any such authority, agency or official;

- 665 ● inquiries shall be referred to the Pastor-Head of Staff;
- 666 ● no information or documents of any kind will be released until the Pas-
667 tor-Head of Staff has consulted with appropriate church officials, legal
668 counsel and/or the Stated Clerk of the General Assembly in matters that
669 would be affected by denominational policy;
- 670 ● if there is any inquiry regarding and employee's personnel records, he
671 or she shall be informed of such inquiry unless such disclosure is contra-
672 rary to applicable law.

673 6.16 References

674 Except when required by law, the Church will give no information regarding an employee to any
675 other person or entity (including prospective employers), in writing or orally, unless the employee has giv-

676 en written permission to do so and has released Knox Church for any liability in connection therewith.
677 The Church will upon request, verify telephone inquiries for dates of employment and position(s) held, but
678 no further information will be given without presentation of a satisfactory, written release. Any request for
679 such information must be referred to the Pastor-Head of Staff

680 6.17 Alcohol and Drug Use in the Workplace

681 6.17.1 The use, possession, manufacture, dispensing, or distribution of alcoholic
682 beverages and illegal drugs (including legal drugs used unlawfully) is prohibited at
683 all Church work locations and in all programs sponsored by Knox Church. All em-
684 ployees and applicants for employment are subject to criminal background checks
685 and tests for the use of alcohol and illegal substances.

686 6.17.2 Employees who work or report for work while impaired by alcoholic bever-
687 ages or drugs used illegally, or who otherwise violate Church policy with regard to
688 such substances, are subject to immediate termination. "Impaired" means under
689 the influence of alcohol or other substance such that the employee's motor senses
690 (sight, hearing, balance, reaction, or reflex) or judgment either are, or may reason-
691 ably be presumed to be, affected.

692 6.17.3 The Church recognizes alcohol and drug abuse as disorders requiring
693 medical treatment, and strives to be supportive of employees seeking to recover
694 from addiction. The Church will encourage affected individuals to seek help volun-
695 tarily, but employees must also understand that addiction is neither an excuse nor
696 a defense for workplace misconduct or for failure to perform in the job.

697 6.18 Office Hours

698 6.18.1 Regularly scheduled office hours are 8:30 a.m. to 4:30 p.m., Monday
699 through Friday, except as events at Knox Church and other aspects of its program
700 may require otherwise. Individual schedules will be determined by an employee's
701 supervisor.

702 6.18.2 Meal periods and any needed break periods are scheduled at the discre-
703 tion of the supervisor. The meal period may be 30, 45, or 60 minutes, based on
704 the schedule set by the supervisor and the employee. Breaks may be taken in the
705 morning and afternoon, based upon work schedules and workload, are limited to
706 no more than 15 minutes per day, and are paid.

707 6.19 Absence and Tardiness

708 6.19.1 Regular attendance is an essential function of every position at Knox
709 Church. Employees are expected to come to work on time, every day, unless ill-
710 ness or other emergencies make this impossible. Regular, timely attendance will
711 be a key component in evaluating employee performance.

712 6.19.2 An employee who is unable to report for work because of illness or for any
713 other reason must report his/her circumstances by telephone to the church office
714 as early as possible, speaking to the Pastor-Head of Staff, Associate Pastor, or
715 supervisory employee. An employee may not report an absence by leaving mes-
716 sages on the church answering machine or with a co-worker. If the absence
717 continues, the employee must call in daily, unless the employee is hospitalized or
718 has presented a physician's statement giving an expected return-to-work date.

719
720 6.19.3 While minor tardiness may occur on a very exceptional basis, employees
721 with a pattern of tardiness will be counseled and, if necessary, disciplined up to
722 and including termination of employment.

723 6.20 Pay Periods and Payroll Dates

724 6.20.1 All employees are paid by check on the 15th and 30th days of each month,
725 or on the preceding Friday if the normal payroll date falls on a weekend.

726 6.20.2 Vacation pay may be paid in advance, upon approval of the Pastor/Head
727 of Staff, if requested at least three days prior to the payday in question.

728 **7.0 SALARY ADMINISTRATION**

729 7.0.1 All individual salaries will be reviewed annually by the Personnel Committee
730 with recommendations from the Pastor-Head of Staff and will also be reviewed
731 when there are significant changes in duties or responsibilities.

732 7.0.2 Individual salary changes will be based on the quality of job performance,
733 change in the nature and scope of the employee's duties, the supervisor's recom-
734 mendation, relative equity within the organization, salary history, and on appropri-
735 ate career progression relative to these factors. Length of service alone is not
736 considered a valid reason for increase.

737 7.0.3 Each employee is expected and encouraged to take vacation and leave

738 provided hereunder in connection with performance of his/her job responsibilities.
739 Knox Church will not pay additional compensation in lieu of vacation time or any
740 form of leave.

741 7.1 Staff Salaries -- Teaching Elders

742 7.1.1 In accordance with the *Form of Government* of the Presbyterian Church
743 (U.S.A.), changes in terms of call of a staff member who is a Teaching Elders must
744 be approved by the congregation at a congregational meeting and be reported to
745 and approved by the Presbytery of Cincinnati.

746 7.1.2 Under the Internal Revenue Code, an ordained minister may designate
747 a portion of their salary as housing allowance. Housing allowance must be des-
748 ignated in the year prior to the allowance being used (consult IRS codes per-
749 taining to housing allowance).

750 7.1.3 Teaching Elders must submit to the Clerk of Session a request for an ap-
751 propriate housing allowance for the coming year by the December Session meet-
752 ing in the year prior to its use. Based on this data, the Session-Board of Trustees
753 will approve specific amounts to be designated for housing allowance for the com-
754 ing year for each Teaching Elder.

755 7.1.4 If the total amount designated is not fully used for housing, it is the minis-
756 ter's responsibility to account for the balance in computing tax liability for the year
757 in which the allowance is received.

758 7.2 Other Wages and Salaries

759 7.2.1 It is the policy of Knox Church to pay competitive wages and salaries which
760 recognize differences in job requirements and responsibilities. Wage and salary
761 scales should compare favorably with those being paid by Hyde Park churches
762 and Presbyterian churches of similar size and scope.

763 7.2.2 The Personnel Committee will review wages and salaries annually, and will
764 make appropriate recommendations to the Budget and Finance Committee of
765 Session during the budget process.

766 7.3 Payroll Deductions

767 Knox Church is required by law to withhold federal and state income taxes, social security and Medicare,
768 and city earnings taxes. Other deductions for insurance, hospitalization, and other authorized purposes
769 will be made only by written authorization from the employee. The Church may condition the offering of a
770 benefit to be paid in whole or in part the employee on the employee's willingness to authorize payroll de-
771 duction.

772 7.4 Time and Attendance Records

773 7.4.1 As directed by the Pastor/Head of Staff or supervisor in consultation with
774 the Pastor/Head of Staff, the submission of time records for certain employees
775 may be required. Records will show actual time worked, in order to be paid. Time
776 records shall cover a single pay period and must be submitted to the supervisor.
777 Time worked should be recorded to the nearest quarter hour.

778 7.4.2 Time records and attendance records must be maintained with care and
779 accuracy. Falsification is considered an act of dishonesty and will result in termina-
780 tion of employment.

781 7.4.3 At the close of each pay period, the Financial Secretary will at the request
782 of a supervisor or Pastor/Head of Staff provide information about amounts paid to
783 each employee (other than Teaching Elders) showing hours worked, paid time off,
784 and unpaid time off. Paid time off should be identified by type, e.g., vacation, holi-
785 day, personal illness, and other forms of authorized leave.

787 8.0 CAREER OPPORTUNITIES

788 8.1 Annual Review

789 Each supervisor shall conduct an annual review of career progress with each employee under his/her su-
790 pervision to examine the employee's performance, skills and knowledge, and the requirements of the cur-
791 rent assignment, potential opportunities for the employee within Knox Church, skills and knowledge
792 needed for both present and potential assignments, and methods for acquisition of such skills. This an-
793 nual performance review will be conducted for both exempt and non-exempt staff. Evaluations will be
794 based upon attainment of goals set for the year, as well as other criteria agreed upon at the beginning of
795 the period. Any merit-based pay increase proposed for the employee will be based substantially on the
796 results of such job performance evaluation.

797 8.2 Annual Study Leave for Exempt Staff

798 Up to two weeks' annual study leave with pay, based upon specific position description declara-
799 tion, may be granted to exempt staff within these guidelines:

- 800 8.2.1 Study leave is not additional vacation, although it may be taken in conjunc-
801 tion with vacation.
802 8.2.2 Study leave is granted only when the employee, his/her supervisor, and the
803 Personnel Committee have agreed upon the appropriate timing of the leave and
804 upon clearly identified goals related to the needs of Knox Church.
805 8.2.3 A report on the learning in relation to agreed-upon goals should be re-
806 viewed with the supervisor and the Personnel Committee within approximately one
807 month after completion of the leave.
808 8.2.4 Study leave may be cumulative for up to two years, totaling no more than
809 four weeks, and funds designated for reimbursement of expenses related thereto
810 shall similarly be subject to such cumulative limit.
811 8.25 Provision must be made to cover employee's work responsibilities during
812 the leave period.

814 **9.0 SEPARATION AND DISCIPLINARY PRACTICES**

815 The term "separation" refers to any termination of the relationship between an employee and
816 Knox Church.

817 9.1 Voluntary Resignation

818 A voluntary choice of separation freely made by the employee may become effective at any time.

819 Any employee giving at least two week's written notice of a voluntary separation will be paid in cash for
820 unused earned vacation; without such notice, payment for unused earned vacation may be forfeited.

821 9.2 Termination Without Prejudice

822 Because employment by Knox Church as "at will", any employee may be terminated by Knox Church on
823 any basis other than the reasons enumerated under Dismissal for Cause (Section 9.3). An employee may
824 be terminated without prejudice upon the written recommendation of his/her supervisor with written ap-
825 proval of the Pastor-Head of Staff and the Personnel Committee. Full-time, regular employees terminat-
826 ed without prejudice are entitled to two week's separation pay and a cash payment for any unused
827 earned vacation.

828 9.3 Dismissal for Cause

829 An employee may be dismissed for cause, with prior approval of the Pastor-Head of Staff and Personnel
830 Committee, upon written notice by his/her supervisor. The notice should state the specific reason for
831 dismissal. Two weeks' notice or pay in lieu of such notice, will be provided. No severance allowance will
832 be paid, but dismissed employees will receive a cash payment for his/her unused earned vacation.

833 Examples of reasons for dismissal for cause include, but are not limited to:

- 834 ● unsatisfactory performance;
- 835 ● insubordination (failure to obey a lawful directive);
- 836 ● rudeness to, mistreatment, or abuse of staff, church members, or mem-
837 bers of the public, including sexual or other inappropriate harassment;
- 838 ● working or reporting to work under the influence of alcohol or drugs used
839 illegally;
- 840 ● neglect in the care and use of Church property or funds;
- 841 ● repeated unexcused or excessive absences or tardiness;
- 842 ● illegal, dishonest, or unethical conduct;
- 843 ● repeated failure or refusal to observe Church policies.

844 The above listing of reasons for discharge should not be construed as an
845 exclusive list or as otherwise qualifying the causes or types of misconduct
846 that can lead to discharge.

847 Discharge of an employee for cause is considered an action of last resort, taken after remedial
848 measures have proven ineffective or when an employee's conduct precludes further employment. Writ-
849 ten documentation is required prior to recommendation for dismissal for cause unless immediate dismis-
850 sal is necessary for the well-being of Knox Church. Dismissal is subject to the complaint procedure out-
851 lined in these policy guidelines.

852 9.4 Suspension

853 9.4.1 If unacceptable employee behavior or misconduct poses potential disrupt-
854 ion or other excessive risks in the workplace, the supervisor of that employee may
855 suspend the employee, pending verification and evaluation of the circumstances.
856 Suspended employees will receive pay during the investigation process.

857 9.4.2 A supervisor may suspend an employee without pay in circumstances
858 where an offense requiring disciplinary action but not warranting immediate dis-
859 missal has been clearly established. Normally, an employee will be suspended af-
860 ter verbal and written warnings have been issued regarding inappropriate conduct
861 on the job. Suspension shall be considered to be a warning to the employee that

862 repetition would subject the employee to dismissal. Suspension without pay may
863 be for a period of up to two weeks.

864 9.4.3 A supervisor should explain the basis for any suspension to the employee
865 before the suspension becomes effective. Written notice of the reason for the
866 suspension must be given to the employee.

867 9.4.4 The employee shall be notified in writing of his or her right to use the com-
868 plaint procedure as outlined in these policy guidelines and shall have the right to
869 respond to the allegations regarding his or her job performance.

870 9.4.5 Prior to any action to suspend an employee for more than three days with-
871 out pay, the supervisor must consult with the Pastor-Head of Staff (or Acting Head
872 of Staff, in the absence of the Pastor-Head of Staff), unless the presence of the
873 employee pending such consultation would pose a risk of disruption or danger to
874 others in the workplace. Following imposition of any suspension in excess of three
875 days, the Chair of the Personnel Committee shall be notified of the action within a
876 reasonable time.

877 9.5 Disillusions of a Pastoral Call

878 This Disillusion of a Pastoral Call shall be compatible with the provisions of the *Form of Govern-*
879 *ment* and the Rules of Discipline of the Presbyterian Church (U.S.A.).

880 9.6 Unemployment Compensation

881 All employees are eligible for unemployment compensation as provided under Ohio law.

882 9.7 Death in Service

883 Death benefits are also provided through the pension and benefits plan of the Presbyterian
884 Church (U.S.A.), for employees who participate in that plan. Further, upon the death of an employee, all
885 accrued but unused vacation leave and compensatory time off shall be paid to the employee's spouse or
886 other person designated by the employee, or to the employee's estate.

888 10.0 COMPLAINT PROCEDURE

889 10.1 Knox Presbyterian Church promotes good working relationships with its staff, affirming the im-
890 portance of each individual and his or her contribution to the ministry of Knox Church. These working re-
891 lationships are characterized by mutual respect of employee and supervisor, providing prompt answers to
892 questions, minimizing misunderstandings, and seeking resolution of differences as quickly as possible.

893 10.2 Supervisors are expected to maintain open communication with employees under their supervision,
894 to give prompt consideration to their suggestions, and to provide active assistance in dealing with their
895 concerns or complaints.

896 10.3 The supervisor is normally the person through whom an employee raises concerns. However, other
897 avenues are available if needed. If an employee is unable to resolve the matter with his/her immediate
898 supervisor, that employee may seek redress through the the Pastor-Head of Staff, and/or the Chair of the
899 Personnel Committee, in the order listed. This process is also the mechanism by which an employee
900 may seek review of a suspension, reduction in pay, or discharge with which he or she does not agree.

901 10.4 Notwithstanding the provisions of Section 10.3 above, however, in any case where an employee's
902 complaint involves allegations of unlawful, unethical, or improper conduct by another member of the staff,
903 or other unlawful harassment, the employee must report such complaint to the Pastor/Head of Staff. If
904 the complaint is made against the Pastor/Head of Staff, the complaint must be taken to the chair of the
905 Personnel Committee or Clerk of Session.

906 10.5 All complaints or allegations of sexual misconduct must be reported to the Clerk of Session and/or
907 the Pastor/Head of Staff. Consult the SEXUAL MISCONDUCT POLICY AND PROCEDURE included in
908 this manual.

910 11.0 EMPLOYEE BENEFITS

911 11.1 Full-time employees are those who work all year, on average at least 40 hours per week, and for
912 whom Knox Church is the principal employer. Full-time employees are eligible for paid time off, health
913 insurance, and other fringe benefits, except as expressly provided in this policy. Part-time employees
914 who are scheduled to work 20 hours or more per week all year, and for whom Knox is the principal em-
915 ployer, are eligible for paid time off and certain other fringe benefits, except as expressly provided in this
916 policy.

917 11.2 Pension

918 Teaching Elders participate in the Presbyterian Church(USA) Pension Plan. Full-time and part-
919 time regular employees as defined in Section 11.1 participate in the church-sanctioned retirement plan on
920 the anniversary date of their employment after one year of service. The Personnel Committee, with ap-
921 proval of the Session-Board of Trustees, may modify the eligibility provisions of this Section.

922 11.3 Social Security

923 Employees contribute to Social Security, a contribution matched by Knox Church through payroll

924 withholding as provided by federal law.

925 11.4 Health Insurance

926 11.4.1 Knox Church provides health insurance coverage for each regular em-
927 ployee, whose scheduled work week is 30 or more hours, on a single-plan basis.
928 The Church currently pays the 99% of single coverage; in the event, however, that
929 the Church is no longer able to afford the full cost of single coverage, it may, upon
930 prior written notice to covered employees, assess employees for a portion of the
931 cost through payroll deduction.

932 11.4.2 If an employee desires family coverage, he or she may secure such cov-
933 erage by completing the necessary enrollment forms and assuming the difference
934 between the Church's then-current contribution and the full cost of family cover-
935 age. Such difference must be paid by the employee through payroll deduction.

936 11.4.3 Employees covered by the Board of Pensions Benefit Plan for medical
937 coverage are encouraged to take full advantage of the annual physical examina-
938 tion provisions.

939 11.5 Vacation

940 11.5.1 The church realizes the need for employees to have personal time away
941 from work, both as a reward for past service and for purposes of rest, refreshment,
942 relaxation, health and work effectiveness. Therefore, an eligible employee may
943 use vacation at any time during the calendar year with prior approval of his or her
944 supervisor.

945 11.5.2 Every effort will be made to grant vacation at a time when requested by
946 the employee. Should the vacation of an employee impede Church operations,
947 however, the employee may be required to alternative dates and/or to reschedule
948 vacation. Preferences of time shall be granted on the basis of uninterrupted ser-
949 vice to Knox Church.

950 11.5.3 Eligible regular employees as defined in Section 11.1 shall earn vacation
951 each year on the anniversary date of their employment on the following
952 basis:

- 953 First year of service.....one week, accrued
- 954 each 6 months
- 955 After one year.....two weeks
- 956 After 5 years.....three weeks
- 957 After 10 years.....four weeks

958 *For eligible employees, the terms "week" or "weeks" refers to the scheduled number of hours worked in a*
959 *given week. For example, employee "x" is scheduled to work a 20 hour week. One week of vacation for*
960 *this employee equals 20 hours of paid time. One day of vacation would equal 1/5th of the number of*
961 *hours in that employee's normal work week.*

962 11.5.4 Employees are encouraged to take their full allotment of vacation each
963 year. No more than five days of vacation may be carried over from one year to the
964 next, except with the prior express, written approval of the Pastor-Head of Staff,
965 with notification to the Pastor/Head of Staff and the Personnel Committee.

966 11.5.5 Upon separation, employees will be paid for their accrued but unused vac-
967 ation, except as otherwise provided in these Personnel Policies and Guidelines.

968 11.5.6 Vacation leave for Teaching Elders is approved by the Congregation at
969 its Annual Meeting and recorded in the Terms of Call.

970
971 11.5.7 Employees may request an advance payment, before they leave on the
972 vacation, of salary which will become payable during their absence, as provided in
973 Section 6.20.2.
974

975 **11.6 KNOX PRESBYTERIAN Flexible (Healthcare) Spending Arrangement**

976 **Approved by Personnel Committee 3/11/2014**

977 Eligible Knox Presbyterian Church Employees, including Teaching Elders, may choose to
978 participate in a Knox Flexible (Healthcare) Spending Arrangement (FSA) where a portion of
979 the employee's wage, up to \$2,500 (the federal tax code maximum), may be placed in an ac-
980 count for the purpose of paying medical costs not covered by the employee's health insur-
981 ance. The amount placed in the FSA is exempt from income taxes and Social Security taxes.

982 An employee will be reimbursed from their FSA only after the medical service has been per-
983 formed and receipt of medical costs, after insurance coverage, is given to the church financial
984 secretary. The HIPAA medical privacy rules apply to health flexible spending arrangements.
985 The Knox Flexible Medical Spending Arrangement provides a "grace period" (rather than a

986 \$500 carryover from one year to the next year) which allows funds remaining in an FSA at
987 the end of the calendar year when the amount was established to be used in the first up to 2
988 months and 15 days of the next calendar year. Funds not used in this time period are forfeit-
989 ed by the employee. Eligible employees must designate the amount in a FSA prior to the
990 year of its use.
991

992 12.0 HOLIDAYS

993 12.1 The following days are recognized as regular holidays non-ordained employees of Knox Church:

- 994 ● New Years Day;
- 995 ● Martin Luther King, Jr. Day;
- 996 ● Presidents Day;
- 997 ● Good Friday (afternoon);
- 998 ● Easter Monday;
- 999 ● Memorial Day;
- 1000 ● Independence Day;
- 1001 ● Labor Day;
- 1002 ● Thanksgiving Day;
- 1003 ● Friday after Thanksgiving;
- 1004 ● Christmas Day;
- 1005 ● Either the day before or after Christmas (as designated by the Pastor/Head of Staff).

1006 12.2 There will also be one (1) personal day considered as a holiday. The observance of a personal
1007 day must be with prior approval of the employee's supervisor.

1008 12.3 If a holiday falls on a Saturday or Sunday, it will ordinarily be observed on the preceding Friday or
1009 the following Monday, respectively.

1010 12.4 When an employee is required to work on a holiday, he or she will be eligible for a day off at an-
1011 other time as a "floating" holiday. With proper notice and approval from the supervisor, an employee may
1012 take this "floating" holiday at another time during the year.

1013 12.5 With Session-Board of Trustees approval, the Pastor/Head of Staff, may close the entire church.
1014 In the absence of the Pastor/Head of Staff, the Associate Pastor has such authority. In the absence of
1015 the above Pastors, the facilities manager shall make this decision. Such a closing does not become poli-
1016 cy for future years unless agreed upon by the Session-Board of Trustees through amendment of these
1017 Personnel Policies and Guidelines. The Pastor-Head of Staff is also authorized to close the Church in
1018 the event of extreme weather conditions, or other situations involving health and safety, in which case
1019 those employees who are authorized not to work because of the emergency shall not lose any pay for the
1020 scheduled work hours.
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1022 13.0 LEAVES OF ABSENCE

1023 13.1 Sick Leave

1024 Eligible employees as defined in Section 11.1 will earn sick leave at the rate of ten days per year,
1025 to be accrued on the anniversary date of employment. For all employees, one sick day is equal to 1/5th
1026 of the number of hours in that employee's normal work week.

1027 13.1.1 An employee who cannot report to work because of illness or injury must
1028 notify the Pastor/Head of Staff or supervisor by personal contact no later than one-
1029 half hour after the employee's scheduled start time, as provided in Section 6.19.
1030 Unless the employee is hospitalized or has provided a physician's statement with a
1031 specified return-to-work day, the employee must call in to the Church Administrator
1032 on each day he or she is absent.

1033 13.1.2 Employees who have complied with above notification procedure may use
1034 accrued sick leave, with pay, for the following purposes:

- 1035 ● the employee's personal injury or illness that renders the employee in-
1036 capable of working;
- 1037 ● exposure to a contagious disease that poses substantial risk of conta-
1038 gion to co-workers or other persons;
- 1039 ● serious illness or injury in the employee's immediate family for which
1040 the employee's presence is necessary to care for the family member.
1041 "Immediate family" is defined as including the employee's spouse, parent,
1042 child (including stepchildren), brother, sister, or other member of the em-
1043 ployee's household. The Pastor-Head of Staff must determine whether
1044 sick leave is appropriate under this section and, if so, in what amount;
- 1045 ● pregnancy, childbirth, and recovery from childbirth, and related medical
1046 conditions, but only to the extent that the employee is incapacitated from
1047 working by reason of the condition, as verified by a physician.

1048 13.1.3 Regular attendance is an essential function of every employee's job, and
1049 sick leave is not extra leave time, but a form of insurance against unexpected ill-
1050 ness injury, and other medical emergencies. Employees may accumulate sick
1051 leave to a limit of 60 days. Accrued but unused sick leave is forfeited upon ter-
1052 mination from employment.

1053 13.1.4 If the use of sick leave is for three or more consecutive work days, the
1054 employee must provide a satisfactory physician's statement upon return to work.
1055 An employee's supervisor may require the employee to provide a satisfactory phy-
1056 sician's statement in order for sick leave to be paid for few than three days. Fur-
1057 thermore, the employer may require the employee to be examined by a physician
1058 selected by the Church, at the Church's cost, in order to verify the proper use of
1059 sick leave or the employee's ability to perform the essential functions of his or her
1060 job, with or without reasonable accommodation.

1061 13.2 Other Leaves of Absence With Pay

1062 Leaves of absence, with pay, are provided under the following circumstances:

1063 13.2.1 Jury duty, when and of a duration required by law, provided that the em-
1064 ployee is required to report to work at Knox Church on any day or portion thereof
1065 during which the employee is not required actively to serve on a jury panel.

1066 13.2.2 The employee's marriage -- up to a maximum of five work days.

1067 13.2.3 Personal or family emergencies for situations which cannot be cared for
1068 outside of working or business hours, up to a maximum of three days annually, in
1069 the sole discretion of the Pastor/Head of Staff or supervisor, in consultation with
1070 Pastor/Head of Staff.

1071 13.2.4 Death in the immediate family (spouse, parent, parent-in-law, child, grand-
1072 child, brother, sister, grandparent, or other member of the employee's household).
1073 Absence with pay shall be from the day of death up to and including day after buri-
1074 al, not to exceed four working days.

1075 13.3 Leaves of Absence Without Pay

1076 13.3.1 Following exhaustion of any available paid leave, up to 12 weeks of unpaid
1077 leave in a one-year period may be allowed, in the sole discretion of the Pastor-
1078 Head of Staff for:

- 1079 ● the birth, adoption, or foster-care placement of a child
1080 (taken within 12 months of the birth, adoption, or placement);
- 1081 ● the employee's own serious health condition;
- 1082 ● the serious health condition of the employee's spouse, parent or child;
- 1083 ● other personal emergencies or situations, as determined by the Pastor-
1084 Head of Staff.

1085 13.3.2 The Church may require the employee to provide verification satisfactory
1086 to support any leave request.

1087 13.3.3 Employees are entitled to be reinstated to their former position upon timely
1088 return from an approved leave of absence, at the same rate of pay as was in place
1089 at the time the leave commenced, plus any intervening across-the-board pay in-
1090 creases, provided the position still exists. This provision does not prevent the
1091 Church from restructuring the position, reassigning duties, reducing hours, or elim-
1092 inating the position if it is no longer required.

1093 13.3.4 The Church will continue to pay for pension and insurance benefits for the
1094 first four weeks of any approved leave without pay; thereafter, the continuation and
1095 cost of such benefits will be the sole responsibility of the employee. Employees do
1096 not earn and are not eligible for vacation leave, sick leave, holiday pay, or other
1097 paid leave while on a leave of absence without pay.

1098 14.0 PERSONAL LOANS

1099 Personal loans or other pay advances are not available to employees, except in the limited cir-
1100 cumstances provided in Section 6.20.2. This provision does not apply to loans to Teaching Elders to
1101 purchase homes as part of the approved terms of call or other situations approved by the Session-Board
1102 of Trustees.

1103 **† THE BUILDINGS AND GROUNDS COMMITTEE**

1104 **COMMITTEE:**

1105 The committee shall be composed of no fewer than three (3) Ruling Elders, four persons from the con-
1106 gregation-at-large and the Facilities Manager.
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ORGANIZATION:

The committee shall be moderated by the **Chairperson** who is named annually by the Session-Board of Trustees and who shall serve on the Session Coordination Committee. The Buildings and Grounds Committee shall elect a **Secretary** from its membership.

MEETINGS:

Shall be held monthly at the same time as all Session committees meet, or when deemed necessary by the Chairperson and approved by the Committee members.

REPORTING:

Will report on its activity to the Session-Board of Trustees twice annually in the months of March and September.

DUTIES:

- To review the adequacy of facilities to support the programs of the Congregation with the program committees and to propose changes as needed.
- To serve as liaison (where necessary) between staff and non-church organizations seeking permission to use the facilities and property of the church.
- To make minor changes in buildings, grounds and equipment, and to present proposals to Session-Board of Trustees for major changes to the building, grounds and equipment.
- To consult with the Christian Education Committee when requested, or upon its own initiative, about matters concerning furnishings, supplies, materials and facilities.
- To consult (as necessary) with the Personnel Committee of Session about the position descriptions, compensation and performance review of all maintenance and kitchen staff.
- To present a preliminary budget request to the Budget and Finance Committee at the appropriate time.
- To recruit such ad hoc committees as may be necessary to fulfill specific tasks.
- To work with selected staff members to maintain church facilities.

POLICIES OF THE COMMITTEE

1.0 USE OF THE BUILDING - GENERAL

1.1 Any consideration for special uses of the property of this church shall be guided by the fact that it has been dedicated to worship, teaching of the scriptures, evangelism and related activities. Regularly scheduled meetings and services shall have priority in the scheduling of space facilities and equipment ordinarily used by them.

1.2 Priority is given to the organizations of Knox Church. Permission is also granted to organizations outside of Knox Church, both which:

- 1.2.1 make written application (available from the Church Office Administrator) in advance of the planned event.
- 1.2.2 fulfill a service or not-for-profit role in the community.
- 1.2.3 assume responsibility for costs attendant to such a meeting or series of meetings, such as security presence, overtime costs, and a reasonable fee for usage.
- 1.2.4 assume responsibility for any physical damage, such as broken windows, furniture, or equipment used.
- 1.2.5 assume responsibility for leaving the premises in the same condition as found upon entry (lights out, room in order, etc.).
- 1.2.6 will not use the event for fund-raising activities.
- 1.2.7 assume responsibility for any user acts of negligence.
- 1.2.8 advise all persons attending the meeting or event that smoking is not permitted anywhere in the building at any time.
- 1.2.9 advise all persons attending the meeting or event that the use of alcohol in the building or on the grounds is strictly prohibited, and that other beverage or food consumption is confined to designated areas.
- 1.2.10 agree not to use any kind of tape, adhesive, items which puncture or any other material on interior or exterior walls, doors or other surfaces.
- 1.2.11 will not park in reserved parking spaces or in fire lanes.

1.3 Permission is granted for the use of kitchen services and kitchen staff for those organizations which:

- 1.3.1 agree to the conditions set forth above.
- 1.3.2 assume responsibility for the costs which include the food and the help necessary for preparation, service, and clean-up.
- 1.3.3 consult with the Kitchen Manager about specific arrangements.

1.4 All applications are subject to church approval. The event should not be promoted or publicized until approval has been received.

2.0 USE OF THE SANCTUARY

2.1 Requests for use of the Sanctuary of Knox Presbyterian Church by service or not-for-profit organiza-

1171 tions will be considered on a case-by-case basis. This policy statement does not include weddings,
1172 which are covered in the Wedding policy. (see Article IV, Sec. 10.0)

1173 2.2 The Sanctuary of Knox Church represents the heart of our life in the worship and praise of God. It is
1174 used by the Church for events directed to the glory and praise of God and matters concerning the eccle-
1175 siastical and corporate business of the Congregation and the Presbytery of Cincinnati.

1176 2.3 Appropriate uses of the Sanctuary by outside groups may include cultural events open to the com-
1177 munity. Our Sanctuary is open to all, regardless of wealth or status, for worship and meditation. From
1178 time to time there may be concerts, recitals, lectures, or other special events sponsored or co-sponsored
1179 by Knox Church which require the sale of tickets. In that event, the Committee recommending the event
1180 shall petition the Session-Board of Trustees for permission to sell tickets. Such permission shall be
1181 granted or denied on a case-by-case basis.

1182 2.4 Church activities including weddings, funerals, and memorial services take precedence over those
1183 of outside groups. Outside groups may be required to reschedule their events on short notice in the event
1184 that a funeral service or a memorial service must be scheduled.

1185 2.5 In the event that additional rooms are required, a separate fee is required for the use of each room.
1186 Arrangements for the use of additional rooms must be made at the time of initial application and must be
1187 in accordance with Knox's "Use of Building" policy.

1188 2.6 Strict compliance with the Ohio Fire Code is required. No person shall permit the overcrowding or
1189 admittance of any person beyond the established posted occupant load of the Sanctuary. Aisles shall not
1190 be obstructed by chairs, tables or other objects. No chairs or pews may be placed in the Narthex. Any vi-
1191 olation of these provisions of the Ohio Fire Code will result in the immediate revocation of permission to
1192 use the Sanctuary.

1193 2.7 Applications for use of the Sanctuary will be submitted to the Facilities Manager for review and ap-
1194 proval or rejection. The Facilities Manager may refer specific applications to the chair of the Building and
1195 Grounds Committee for transmittal to the Session-Board of Trustees, or directly to the Session-Board of
1196 Trustees, for review and approval or rejection.

1197 2.8 Because of Sunday worship, Saturday events in the Sanctuary normally will not be approved (except
1198 for weddings).

1199 2.9 Knox Church groups and outside organizations using the Sanctuary shall not conduct any event,
1200 meeting or other gathering which would inherently detract from the solemnity, nature or purpose of the
1201 surroundings.

1202 **3.0 BUILDING FEE SCHEDULE**

1203 Various fees for the use of the Knox Church facilities, as proposed by the Committee and approved by
1204 Session-Board of Trustees, may be obtained by contacting the office of the Church Office Administrator.
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1206 **4.0 DECORATING AND FURNISHING**

1207 4.1 Routine redecorating will be handled on a scheduled repainting and re-carpeting basis using existing
1208 colors. The Building and Grounds budget will include a "sinking fund" for this use so that the estimated
1209 costs will be covered each year.

1210 4.2 All decorating questions and ideas, including the placement of plaques and memorials, shall be ad-
1211 dressed to the Building and Grounds Committee directly. A decision will be made whether the request is
1212 appropriate and if it calls for the use of a decorating consultant. If so, the consultant may be selected by
1213 the Building and Grounds Committee to provide continuity and professionalism.

1214 **5.0 LONG TERM MAINTENANCE FUND**

1215 5.1 The Long Term Maintenance Fund shall be used only to purchase parts and equipment for the
1216 heating and cooling systems and to fund major maintenance expenses for the church building and
1217 grounds.

1218 5.2 Examples of the use of the Fund shall include:

- 1219 ● major and minor replacement parts for the air conditioning and heating
1220 systems;
- 1221 ● major painting of the exterior of the building;
- 1222 ● major floor tile replacement;
- 1223 ● major limestone work on the building;
- 1224 ● major sewer repairs;
- 1225 ● major sidewalk replacement;
- 1226 ● major re-blacktopping of the parking lot;
- 1227 ● major roof repairs;
- 1228 ● major painting of the Sanctuary, and;
- 1229 ● other major expenses to the building and grounds that are not covered
1230 here.

1231 **6.0 USE OF KITCHEN**

1232 6.1 The use and overall operation of the Kitchen, including staffing, for all functions shall be scheduled

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and monitored through the Church Office Administrator. Preference shall be given to organizations of, or those sponsored by, Knox Church.

6.2 It shall be policy that, unless otherwise indicated by the Pastor-Head of Staff or Session-Board of Trustees, dinners shall be served when new members are received, when newly-elected officers are examined, and when the Session-Board of Trustees holds its annual joint meeting with the Board of Deacons. Reservations will be automatic.

7.0 USE OF THE PARKING FACILITY

The limited parking area is reserved for staff of Knox Church, the Knox Preschool and the members of Knox Church. Provisions other than for those groups named above must be made through the Church Office Administrator prior to need.

8.0 POLICY ON THE USE OF CHURCH EQUIPMENT

Equipment and property (audio/visual, furniture, chairs, kitchenware, etc...) is critical to the day-to-day operation of the church and, therefore it is important that all equipment be available when needed. It is the policy of Knox Church that no church property or equipment be loaned or otherwise removed from the facility without prior approval of the Church Office Administrator, in consultation with Facilities Manager and/or the Director of IT.

9.0 POLICY ON SMOKING

It shall be the policy of Knox Church that there be no smoking in any interior area of the building at any time.

10.0 WEDDING POLICY

10.1 The following are guidelines for conducting a wedding at Knox Church. Further information may be found by consulting the current edition of the "Wedding Guidelines", found at www.Knox.org.

10.2 Setting The Date

10.2.1 Couples wishing to be married at Knox Church must contact the Church Office Administrator well in advance of the desired date. The couple will be instructed to review the Wedding Guidelines on the church website and to consult with a Knox Pastor before submitting a Wedding Application.

10.2.2 No dates shall be reserved until a completed application with the appropriate deposit is received by the church and approved by one of the pastors.

10.2.3 Once availability of both the church and the Pastor are confirmed, and the application and deposit are received, the date will be confirmed on the church calendar and a letter of confirmation will be sent to the couple.

10.2.4 No wedding shall be scheduled on Sunday or on legal holidays, nor during Holy Week nor the three weeks before Christmas.

10.2.5 Weddings shall not be scheduled to begin before 10:30am or after 7:30pm.

10.2.6 Up to three hours will be allowed for any wedding, which includes use of the dressing rooms, all photography, receiving line, etc...

10.3 Marriage Conference

10.3.1 As per the Constitution of the PC(USA) the couple must participate in a formal marriage conference with the pastor assigned to their wedding. The couple should schedule this as soon as possible after receiving the confirmation letter.

10.3.2 Details of the wedding rehearsal and ceremony will be discussed at the marriage conference.

10.4 Participants

10.4.1 The wedding ceremony and rehearsal are under the direction of the Pastor and a wedding coordinator who will be assigned by the church.

10.4.2 A member of the Knox pastoral staff must participate in the ceremony. An additional officiant may be invited to participate at the sole discretion of the Knox pastor.

10.5 Wedding Music

10.5.1 Music selected to be used in the wedding ceremony must reflect a joyful, reverent and dignified celebration of worship. Popular or favorite songs of a sentimental character or secular connotation are inappropriate for the ceremony and are more appropriately reserved for the wedding reception.

10.5.2 The Knox Church organist or his/her designee will play the organ for all weddings.

10.5.3 Approval of any guest soloist or other musician will be at the sole discretion of the Knox organist and/or the officiating pastor.

10.6 The Wedding Rehearsal

10.6.1 Rehearsals are under the direction of the officiating pastor, assisted by the wedding coordinator.

1295 10.6.2 Rehearsals will be approximately 30 minutes in length and should not be
1296 scheduled to begin later than 6:30pm.

1297 10.7 Photography

1298 10.7.1 Photographers must remain quiet and inconspicuous during the ceremony.

1299 10.7.2 Photos of the processional must be taken as it forms in the Narthex.

1300 Photos of the recessional may be taken, but only if the photographer remains in
1301 the Narthex while doing so. One picture may be taken of the bride as she comes
1302 down the aisle.

1303 10.7.3 Formal posed pictures of the wedding party may be taken in the Sanctuary
1304 or Chapel up to 30 minutes after the wedding ceremony.

1305 10.7.4 During the wedding service, only photographs with available light (no
1306 flash) may be taken from the balcony or Narthex.

1307 10.8 Videography

1308 10.8.1 Video cameras will be permitted only in the balcony of the Sanctuary or in
1309 the transepts; they may not be placed in the center aisle or in the chancel area.

1310 10.8.2 Arrangements for wireless microphones must be made with the minister
1311 before the wedding ceremony.

1312 10.8.3 Video photography will be done with available light only – no additional
1313 lighting is permitted.

1314 10.8.4 Permission to videotape the wedding must be arranged through the
1315 officiating minister at least one week prior to the service.

1316 10.9 Wedding Decorations

1317 10.9.1 Flowers, decorations and other appointments should not be unduly
1318 elaborate.

1319 10.9.2 The florist must check with the Church Office Administrator regarding plans
1320 for the delivery of decorations.

1321 10.9.3 Flowers may not be placed on the Sanctuary communion table. In the
1322 chancel, flowers may be placed on the reredos, chancel floor or on the Chapel
1323 communion table.

1324 10.9.4 Candelabra are provided for all weddings which begin at 6:00pm or later,
1325 unless requested otherwise. Aisle candles are typically not used at weddings prior
1326 to 6:00pm.

1327 10.9.5 Because of the composition of the sanctuary floor, it is recommended that
1328 aisle runners not be used. However, a cloth aisle runner may be used if desired.
1329 The florist should provide the runner and it should be installed one hour prior to the
1330 service. Plastic runners will not be accepted.

1331 10.10 Receptions

1332 10.10.1 Wedding receptions may be held on the church premises.

1333 10.10.2 The use of alcoholic beverages (at any time) is not permitted.

1334 10.10.3 Weddings desiring the use of the facility for a reception must consult with
1335 the Pastor and the Church Office Administrator when making reservations for the
1336 date and time.

1337

1338 **11.0 PLAQUES AND SIGNAGE**

1339 11.0 Any organization or group contemplating the use or placement of a plaque, sign, wall
1340 hanging, photograph or other form of identification or memorial either inside or outside the
1341 church must first submit its idea or ideas in writing to the Buildings and Grounds Committee
1342 through the Church Office.

1343 The Committee will review the submission and judge it based upon the following criteria:

1344 1) appropriateness for the intended purpose;

1345 2) appropriateness for use within a church or religious setting;

1346 3) the aesthetics of the item, especially in relation to the area or location desired;

1347 4) the desired location itself, and;

1348 5) long-term (and historical) design and decorating objectives.

1349 The Committee will report its desires and/or recommendations to the group or organization within
1350 60 days of the initial request

1351 **12.0 MISCELLANEOUS**

1352 All other Buildings and Grounds questions, suggestions or issues may be addressed to the Facilities
1353 Manager or to any member of the Buildings and Grounds Committee.

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† THE MISSION AND SOCIAL CONCERNS COMMITTEE

COMMITTEE:

The committee shall be composed of no fewer than two (2) Ruling Elders, four (4) persons from the Congregation-at-large, and ex-officio staff person(s) as the Pastor-Head of Staff may designate.

ORGANIZATION:

The committee shall be moderated by the **Chairperson** who is named annually by the Session-Board of Trustees and who shall serve on the Session Coordination Committee. The Committee shall elect a **Secretary** from its membership.

MEETINGS:

Shall be held monthly at the same time all Session committees meet.

REPORTING:

Will report on its activity to the Session-Board of Trustees twice annually in the months of April and November and will recommend to the Session-Board of Trustees for its approval any expenditure to be made from the Mission Projects Endowment Trust.

DUTIES:

- To research and recommend to Session-Board of Trustees appropriations to be made from the local benevolence fund.
- To introduce and receive approval from Session-Board of Trustees for such special benevolence projects as the Committee may deem necessary and desirable.
- To consider the involvement of missionaries in the life of Knox Church through personal interest missionaries, use of the pulpit for the appearance of persons from the Presbytery, Synod, General Assembly, colleges, seminaries, etc.
- To assume the responsibility for the promotion of special offerings of the Presbyterian Church (USA): One Great Hour of Sharing, the Peacemaking Offering and the Christmas Joy Offering.
- To consider avenues of missions locally, nationally and globally; study matters of social concern and propose to the Session-Board of Trustees programs for Session and/or Congregational study and/or action, e.g. in areas of hunger, homelessness, refugees and peacemaking.
- To present a preliminary budget request to the Budget and Finance Committee for the development of the next year's budget.
- To recommend expenditures from the *David Scott Money Fund for Troubled Youth* according to the Trust Agreement prepared by the Memorial and Endowments Committee and as approved by the Session-Board of Trustees on November 20,2000.
- To provide educational support to the Christian Education Committee in the area of Social Concerns (ex. – adult ed. Forum).
- To focus on ways to involve the congregation in Mission and Social Concerns areas.
- To recruit such ad hoc committees as may be necessary to fulfill specific tasks.

POLICIES OF THE COMMITTEE

Each Mission Partner will be represented on the Committee by a Knox member, who is known as the Mission Partner Liaison.

The Mission Partner Liaisons will submit annual reports concerning the operations, budget and condition of the Mission Partner. They will report on any significant issues or challenges that the Mission Partner faces and will alert the Committee if there are inconsistencies with the actions or policies of the Mission Partner in relation to the mission or policies of Knox.

Mission Partner Candidates will be evaluated by the following protocol:

1. The Mission Partner Candidate must have a Knox member who is willing to be the Liaison.
2. A formal presentation on the operations, goals, policies and needs of the Mission Partner Candidate will be made to the Committee as a whole. This will be done by a representative from the prospective Mission Partner and the Knox member liaison.
3. The Committee will vote on accepting the prospective Mission Partner. A majority vote being required for acceptance.
4. The new Mission Partner will be reported to the Session/Board of Trustees in the bi-annual reports of the Committee.

Mission Partners who do not have a Knox member as a liaison may be terminated by a majority vote of the Committee.

Mission Partners who fail to report or communicate with the Liaison or Committee may be terminated by a majority vote of the committee.

Mission Partners who develop practices, policies or missions that are not consistent with the policies and mission of Knox will be terminated immediately.

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† THE WORSHIP AND MUSIC COMMITTEE

MISSION:

To serve God by celebrating with joyful praise God's redeeming love, seeking God's will for each and all of us. As such, we will:

- Order our worship life in ways that address the diverse expectations and needs of the congregation.
- Discover and initiate ways to involve the congregation in joyful participation in worship.
- Assure complementary relationships among the elements of worship.
- Involve our children and youth in meaningful worship.
- Enable all members and visitors to participate in the full range of Sunday morning worship and educational opportunities.
- Offer a worship experience that is warm and welcoming.
- Emphasize, above all, the grace of our Lord Jesus Christ.

COMMITTEE:

The committee shall be composed of no fewer than two (2) Ruling Elders, four (4) persons from the Congregation-at-large, *ex-officio*, the Pastor-Head of Staff and the Director of Music or his/her designee.

ORGANIZATION:

The committee shall be moderated by the **Chairperson** who is named annually by the Session-Board of Trustees and who shall serve on the Session Coordination Committee. The Committee shall elect a **Secretary** from its membership.

MEETINGS:

Shall be held monthly at the same time as all Session committees meet.

REPORTING:

Will report on its activity to the Session-Board of Trustees twice annually in the months of February and October.

DUTIES:

To assure that Worship is conducted in a meaningful way, committee duties will be addressed either directly by the Committee or through channeled responsibility as indicated below:

Direct Responsibility:

- Listen to the needs of the Congregation and communicate those needs to the ministerial staff and Director of Music.
- Address opportunities to enhance the worship experience.
- Recruit Elders and/or Deacons to serve the elements of Holy Communion (the Board of Deacons prepares the elements.)
- Recruit such *ad hoc* committees as may be necessary to fulfill specific tasks.

Channeled Responsibility through the Director of Music:

- Arrange for such special musical events as may enrich the life of Knox Church and the community, e.g. the Knox Music Series.
- Present a preliminary budget request to the Stewardship, Budget and Finance Committee for the development of next year's budget (both the Committee and Director prepare requests.)
- Consult with the Personnel Committee of the Session regarding the position descriptions, compensation and evaluation of all related compensated staff, i.e. Director of Music, choir directors, organist and others.

POLICIES OF THE COMMITTEE

1.0 THE SACRAMENT BAPTISM

1.1 The Sacrament of Baptism, because of its nature as a public event of the whole congregation, shall be celebrated in the context of regularly-scheduled Sunday morning worship services. Exceptions may be made at the discretion of the Pastor-Head of Staff in very exceptional circumstances.

1.2 As the Sacrament of Baptism occurs in the context of worship, picture-taking by worshippers, guests and family members is strongly discouraged. Should a family member or worshipper wish to videotape the sacrament they must first consult with the officiating minister regarding arrangements.

2.0 THE SACRAMENT OF THE LORD'S SUPPER

2.1 The Sacrament of The Lord's Supper shall be celebrated at least monthly.

2.2 Bread shall be used as an element when the Sacrament is celebrated.

† GROWTH AND OUTREACH COMMITTEE

COMMITTEE:

The committee shall be composed of no fewer than two (2) Ruling Elders, four (4) persons from the Congregation-at-large, and, *ex officio*, such staff person(s) as may be designated by the Pastor-Head of Staff.

1475 **ORGANIZATION:**
 1476 The committee shall be moderated by the **Chairperson** who is named annually by the Session-Board of
 1477 Trustees and who shall serve on the Session Coordination Committee. There will be three (3) subcom-
 1478 mittees chaired by Ruling Elder members or at-large members. The committee shall elect a **Secretary**
 1479 from its membership.

1480 **MEETINGS:**
 1481 Shall be held monthly at the same time as all Session committees meet.

1482 **REPORTING:**
 1483 Will report on its activity to the Session-Board of Trustees twice annually in the months of May and De-
 1484 cember.

1485 **DUTIES:**
 1486 **New Member/Member Participation:** Exercise overall responsibility for attracting, welcoming and incor-
 1487 porating new members into the Knox congregation.
 1488 ● To oversee the design and maintenance of records on all visitors and the system for following up on
 1489 visitors.
 1490 ● To organize new member orientations and other newcomer events.
 1491 ● To organize new member receptions and provide information about new members to the
 1492 congregation.
 1493 ● To foster increased involvement of all members in the life of the congregation.
 1494 ● To track member participation in worship and activities using the computer system.
 1495 ● Implement programs to contact and reactivate inactive members, encouraging their involvement in the
 1496 church.
 1497 ● To annually review the church rolls with the Clerk of Session and make recommendations for updating
 1498 membership status.
 1499 **Fellowship:** Develop and oversee programs that meet the fellowship needs of members of Knox
 1500 Church.
 1501 ● To plan and provide for congregation-wide opportunities for fellowship.
 1502 ● To provide oversight of the coffee/fellowship time and Lemonade on the Lawn.
 1503 ● To provide for new small group fellowship groups as needed.
 1504 ● To coordinate the activities of existing fellowship groups.
 1505 **Communication:** Increase the effectiveness of communication about Knox Church and its activities.
 1506 ● To Plan and prepare written communications that clearly and effectively convey information to Knox
 1507 members.
 1508 ● To advise other committees on communications matters.
 1509 ● To review all methods of internal communications to insure their effectiveness, making changes where
 1510 appropriate.
 1511 ● To recommend uses of the internet to enhance congregational life.
 1512 **General:**
 1513 ● To recruit *ad hoc* committees as necessary to carry our specific tasks decided upon by the Committee.
 1514 ● To present a preliminary budget request to the Stewardship, Budget and Finance Committee for the
 1515 development of next year's budget.

1516 **POLICIES OF THE COMMITTEE**
 1517 (none published)
 1518

† THE CHRISTIAN EDUCATION COMMITTEE

1520
 1521 **COMMITTEE:**
 1522 The committee shall be composed of no fewer than two (2) Ruling Elders, four (4) persons from the Con-
 1523 gregation-at-large, ex officio salaried persons in the area of Christian Education.

1524 **ORGANIZATION:**
 1525 The committee shall be moderated by the **Chairperson** who is named annually by the Session-Board of
 1526 Trustees and who shall serve on the Session Coordination Committee. The Committee shall elect a **Sec-**
 1527 **retary** from its membership.

1528 **MEETINGS:**
 1529 Shall be held monthly at the same time as all Session committees meet.

1530 **REPORTING:**
 1531 Will report on its activity to the Session-Board of Trustees twice annually in the months of May and De-
 1532 cember.

1533 **DUTIES:**
 1534 ● To provide a Christian-based educational program, staffing and servicing opportunities, including cur-

- 1535 rriculum and materials for children, youth and adults.
- 1536 ● To implement and monitor the church's child abuse program. (see "Policy on Child Abuse" page V-1.)
- 1537 ● In consultation with the Buildings and Grounds Committee, to maintain the building facilities necessary
- 1538 to fulfill the functions of Christian Education.
- 1539 ● To present a preliminary budget request to the Budget and Finance Committee for the development of
- 1540 the next year's budget.
- 1541 ● To consult with the Personnel Committee of Session about position descriptions, compensation and
- 1542 performance reviews of all related compensated staff.
- 1543 ● To recruit such ad hoc committees as may be necessary to fulfill specific tasks decided upon by the
- 1544 committee.
- 1545



THE STEWARDSHIP COMMITTEE

COMMITTEE:

The committee shall be composed of no fewer than two (2) Ruling Elders, two (2) persons from the Congregation-at-large, *ex officio* such staff person(s) as may be designated by the Pastor-Head of Staff and the Church Treasurer.

ORGANIZATION:

The committee shall be moderated by the **Chairperson** who is named annually by the Session-Board of Trustees and who shall serve on the Session Coordination Committee.

MEETINGS:

Shall be held monthly at the same time as all Session committees meet.

REPORTING:

Will submit financial reports monthly – major reports to Session-Board of Trustees in March and September.

DUTIES:

Stewardship:

- To educate the congregation toward the end of responsible stewardship through year-round interpretation of the church's programs.
- In cooperation with the Mission and Social Concerns Committee, to regularly inform the congregation about the mission and missions of the church, Presbytery, Synod, General Assembly and world-wide, through literature, people and the Knox News.
- To plan, organize and implement the annual stewardship program
- To monitor pledge receipts and to alert staff to any trouble spots.
- To set a goal for the stewardship program.
- To recruit such *ad hoc* committees as may be necessary to fulfill specific tasks.



THE BUDGET AND FINANCE COMMITTEE

COMMITTEE

The committee shall be composed of no fewer than two (2) Ruling Elders, two (2) persons from the Congregation-at-large, *ex officio* such as staff person(s) as may be designated by the Pastor-Head of Staff and the Church Treasurer.

ORGANIZATION

The committee shall be moderated by the Chairperson who is named annually by the Session-Board of Trustees and who shall serve on the Session Coordination Committee.

MEETINGS

Shall be held monthly at a time designated by the Chairperson.

REPORTING

Will submit financial reports monthly – major reports to Session-Board of Trustees in January and July.

DUTIES

- to exercise overall responsibility for the financial matters of the church
- to provide financial expertise and oversight
- to manage the handling and counting of the offering
- to provide oversight for the church's legal affairs
- to define the annual budgeting process
- to review, approve and submit the entire budget to Session
- to monitor church expenditures to outside providers
- to initiate policies on financial and legal matters
- to work with an outside CPA firm to ensure effective internal controls

1595 **POLICIES OF THE COMMITTEE**

1596 This document is a manual of financial internal control policies and procedures to be used by the members
1597 and staff of Knox Presbyterian Church (the Church) in the various financial operations and systems of the
1598 Church to help insure the safeguarding of the financial assets of the Church. The Knox Presbyterian Church
1599 Gift Acceptance Policy adopted by the Session-Board of Trustees on October 17, 2006, as it may be
1600 amended from time to time (the "GAP") is incorporated herein by reference and made a part hereof.
1601

1602 Resolved to authorize the Budget and Finance Committee to allocate undesignated memorial funds under the
1603 amount of \$5000. **Undesignated gifts** over that amount received by Knox Church will be allocated 100% to reduction
1604 of the outstanding debt of Knox Church with US Bank (the "Debt"). At such time as the Debt has been fully repaid, 100% of
1605 all undesignated gifts will be allocated to the Knox Church Endowment Fund. [See Session Minutes of July 20, 2010 and
1606 October 17, 2011]
1607

1608 Christian stewardship means managing our talent, money and time as blessings given by God. Just as we expect
1609 our members to be good stewards of what God has given them, the leadership of the Church has the
1610 responsibility to be good stewards of what God provides to the Church.

1611 Fiscal policies of the Church are approved by the Session-Board of Trustees and administered by the Budget and
1612 Finance Committee (B&F Committee), ~~the Church Administrator (Administrator)~~ and the Financial Secretary.
1613 Fiscal policies address finances, budget development, stewardship, and systems for receiving, recording,
1614 counting, banking, disbursing and use of funds.

1615 Overall internal control is a system of policies and procedures intended to provide reasonable assurance that the
1616 fiscal policies of the Church shall be achieved.

1617 **B. SEGREGATION OF DUTIES**

1618 1. Financial functions and responsibilities shall be segregated as much as possible so that no one
1619 individual performs an important function without someone else involved in and/or reviewing it and
1620 approving it.

1621 2. The Chair of the B&F Committee, Treasurer, Financial Secretary, and Assistant Treasurer
1622 a. The Treasurer is elected by Session-Board of Trustees. The Chair of the B&F Committee must
1623 be a member of Session-Board of Trustees. The Financial Secretary is a paid staff members of
1624 the Church. The current functions of the Treasurer are to cosign checks and to act as backup to
1625 the duties of the Assistant Treasurer if necessary. The Assistant Treasurer is appointed by the
1626 Session-Board of Trustees to assist the Financial Secretary in handling receipts and counting
1627 cash from the Sunday service. The Financial Secretary is responsible for all other day to day
1628 functions.

1629 b. The physical office of the Financial Secretary shall be kept locked outside of normal working hours
1630 and on days when the Financial Secretary is not working.

1631 **C. MONETARY RECEIPTS**

1632 In order to protect both contributions and the reputations of those who handle such funds, care shall be taken to
1633 assure that collections are under the control of at least two unrelated trustworthy individuals.

1634 **1. HANDLING OF OFFERINGS FROM CHURCH SERVICES**

1635 a. A minimum of two unrelated ushers shall be present when collecting offerings and when depositing
1636 the moneys into the drop safe in the Counting Room #206. During the offering taking and
1637 when moneys are in their possession, ushers should remain in full public view of one
1638 another. As each usher completes the collection of offerings from their assigned area in
1639 the sanctuary, they should wait in public view in the Narthex until all ushers have
1640 completed their assigned areas.

1641 b. Following the collection of the offering from the congregation, either one of the options below will
1642 be used, depending upon the type of worship service, the configuration of the sanctuary,
1643 or the desire of the pastor.

1644 1. **OPTION (1)** Immediately after the collection, the offering will be brought forward to the
1645 communion table by two unrelated ushers for blessing with a prayer by the
1646 Pastor. Immediately after the prayer the ushers will take the offerings out the
1647 side door in front of the pulpit and to the Counting Room, #206.

1648 2. **OPTION (2)** On communion Sundays or when the choir or an orchestra at the front of the
1649 church precludes the ushers from bringing the offering to the front to the
1650 communion table, two unrelated ushers will jointly escort the offering through the
1651 basement to the Counting Room, #206, immediately after the collection.

1652 c. In the Counting Room the two ushers will immediately proceed to place the offerings into the
1653 drop safe as follows. They will obtain the cash bag(s) marked "First Service" or
1654 "Second Service" as appropriate from the brown cabinet. The entire contents of the
1655 offering plates will then be placed into the cash bag(s) and the bag(s) will be zipped
1656 closed. Take both bags (one at a time) and insert them into the hopper in the top of

1657 the safe, rotate the handle on the front of the safe one complete revolution or until the
1658 bags drop into the safe. Visually check the hopper to make certain all bags have
1659 dropped. Both ushers will then sign the Offering Sign-off Sheet on the brown cabinet
1660 for the appropriate Sunday and service.

1661 2. HANDLING OF MONEY RECEIVED AT OTHER CHURCH FUNCTIONS

1662 a. Fund Raising Activities and Food Service Receipts

- 1663 1. Groups of the church may stage events from time to time which require the collection
1664 of money for specific fund raising activities, e.g., youth activities to raise funds
1665 for their annual trip to Montreat.
- 1666 2. The Food Service of Knox Church provides various meals throughout the year for
1667 members and guests. Most of these meals are paid for directly by those who
1668 attend.
- 1669 3. If a cash drawer will be needed and used, then the group should follow the procedures
1670 outlined in the next section below, "Cash Drawers for Church Events."
- 1671 4. If a cash drawer will not be used, then the person(s) acting as cashier should count the
1672 money at the conclusion of the activity. Record the receipts along with
1673 complete documentation as to what the money was collected for, sign it and
1674 place it all in an envelope. Then submit it to either the Financial Secretary or
1675 Administrator. After hours, or if neither the Financial Secretary or
1676 Administrator is in, take the money to room 206 and place the entire envelope
1677 into the drop safe in the corner of the room. Do not leave it in on an
1678 unattended desk.
- 1679 5. Money should never be taken home at any time.
- 1680 6. No purchases are to be made from cash collected. Any amounts needed for
1681 purchases or reimbursements are to be handled according to normal
1682 purchasing and expense re-imbusement procedures.

1683 b. Cash Drawers for Church Events

- 1684 1. Certain authorized events require the advancement of cash to effectively and efficiently
1685 perform their activities. Cash drawers shall be prepared for such activities
1686 upon request submitted to the Financial Secretary. Included in the drawer
1687 shall be a form for the cashiers to tally the receipts.
- 1688 2. The person(s) responsible for the cash drawer, hereafter referred to as the cashier,
1689 shall come to the Financial Secretary's Office prior to the start of the event.
1690 Early or after hour pickups should be coordinated with the Administrator or the
1691 Financial Secretary
 - 1692 a. The cashier(s) shall ensure that the cash drawer stays in their possession at all times
1693 while the activity is occurring.
 - 1694 b. The cashier(s) shall collect money and make change out of the cash drawer from
1695 participants of the activity.
 - 1696 c. Under no circumstances may any funds be distributed out of the cash drawer for
1697 personal reasons (i.e. cashing of personal checks, IOU'S, etc.). Also,
1698 the cash drawer funds should not be used to pay invoices relating to
1699 the activity.
 - 1700 d. When possible, there shall be two unrelated persons acting as cashiers for each
1701 event.
- 1702 3. At the conclusion of the activity, the cashier(s) should jointly count and reconcile all
1703 proceeds in the cash drawer. Money counts shall be entered on the Cash
1704 Deposit Slip showing the amount of the opening cash balance of the cash
1705 drawer and all cash (coins, currency and checks) receipts collected.
 - 1706 a. The cashiers should then sign the Cash Deposit Slip and submit it and all
1707 documentation, along with the cash drawer and cash proceeds to the
1708 Financial Secretary's office. If the offices are closed or a
1709 representative is not present, the form, documentation and collected
1710 proceeds should be placed in an envelope and the envelope dropped
1711 in the drop safe in room 206. Funds should never be left in an office
1712 unattended, or taken home by the cashier.
 - 1713 b. The Financial Secretary or designees shall be responsible to count the proceeds,
1714 record the receipts, and deposit the funds as required by normal cash
1715 handling procedures. The Cash Deposit Slips are attached to the
1716 copy of the bank deposit slip and filed in the cash receipts journal.

1717 3. HANDLING OF MONEY COMING FROM OTHER SOURCES, I.E., IN THE MAIL

- 1718 a. Money coming from other sources, such as in the mail or money delivered to the church office
1719 during the week will be forwarded to the Financial Secretary.
1720 1. Any cash will be placed into an envelope along with appropriate documentation as to
1721 where the money came from and placed into the drop safe and kept there until
1722 it is counted along with the weekly offering moneys on Monday morning.
1723 2. Checks will be stamped (endorsed) for deposit only to the account of Knox Church and
1724 placed into a locked box for the purpose in the Financial Secretary's office and
1725 kept there until it is counted along with the weekly offering moneys on Monday
1726 morning.
1727 3. If a relatively large amount of money is received in either cash or checks, it should be
1728 counted and recorded by the Financial Secretary upon receipt and then
1729 deposited into the bank as soon as practical.
- 1730 b. Electronic transfer of donations
1731 1. Knox Church may accept electronic transfer of donations. The Administrator or
1732 Financial Secretary shall make arrangements for church members and other
1733 donors to authorize direct transfer of funds from their personal bank account
1734 into the church's bank account.
- 1735 4. COUNTING, RECORDING AND DEPOSITING CASH AND CHECKS
1736 a. Sunday Offerings and any moneys that have come in through the mail or from other church
1737 functions during the week should all be in the drop safe, unless it has been previously
1738 recorded and deposited during the week.
1739 b. The drop safe requires two different keys to open – a "left" key (L) and a "right" key (R). To
1740 ensure two persons be present whenever the safe is opened and to ensure the
1741 availability of both keys when appropriate to open the safe, keys will be distributed as
1742 follows: Financial Secretary– R, Second Staff Member – L, Third Staff Member – L,
1743 Fourth Staff Member –R.
1744 c. On Monday morning or the first working day of the week, whichever comes first, the Financial
1745 Secretary or the Administrator, along with the Treasurer or the Assistant Treasurer or
1746 their designee, shall obtain the required opposite key as described above in (b), open
1747 the safe, remove the Sunday offering bags and all other moneys, and together count
1748 the offering and other moneys. The opposite key will then be returned immediately to
1749 the holder designated in (b). At no time other than the immediate opening of the safe
1750 will any one individual be in possession of both a L and R key.
1751 d. After all loose currency and coins (including any currency and coins that were in offering
1752 envelopes) has been accounted for, the amounts will be entered onto the Collection
1753 Verification Form. The total cash will be entered onto the form and both persons will
1754 sign the form.
1755 e. The Financial Secretary shall record the receipts from the offerings and other functions
1756 appropriately on the ledger sheets, record all checks into the computer donor records,
1757 and attach the yellow "Collection Verification Form" and the bank deposit slip to the
1758 sheet and place the sheet in the binder marked "Deposits."
1759 f. The Financial Secretary and either the Assistant Treasurer, the Treasurer or their designee,
1760 shall together take the deposit to the US Bank branch on Edwards Road. Deposits
1761 are to be made only at this branch. In the absence of the Financial Secretary, a de-
1762 signee will accompany one of the other individuals designated above to the bank.
- 1763 5. HANDLING OF RETURNED NSF CHECKS
1764 a. Due to the large number of checks that the Church receives each month, there may be an
1765 occasional check returned by the bank as uncollectible. The following procedures
1766 shall be followed in processing such checks. Every effort shall be made to avoid
1767 confronting and embarrassing church members, while at the same time collecting
1768 funds given to the church.
1769 b. If the check is from a preschool parent, then the check should be returned to the preschool
1770 personnel for follow up.
1771 c. The Financial Secretary will handle any check from a member or other donor by contacting the
1772 individual to request their attention to the matter.
1773 d. As in any matter dealing with a church member or donor, staff should be sensitive to the
1774 donor's circumstances and hold such findings to reasonable levels of confidence.
- 1775 D. CASH DISBURSEMENTS
1776 1. PURCHASING
1777 a. Financial Approval Authority (FAA) will be granted to certain designated ministry workers and
1778 staff personnel. The B&F Committee will determine who receives FAA and for what
1779 amount according to their job function and their part of the budget. Persons with FAA

- 1780 can make purchases of materials or services at a cost up to their FAA amount.
1781 However, all expenditures of \$500 or more must be approved by the Administrator
1782 before the purchase is made. Tax exempt certificates are available from the Financial
1783 Secretary or the Administrator and should be obtained for use with most purchases.
- 1784 b. For purchases of materials or services in excess of a person's FAA amount or by anyone
1785 without FAA, the Administrator must approve the request prior to making or
1786 committing to the purchase.
 - 1787 c. Competitive bids or price comparisons should be secured whenever practicable. Three (3)
1788 competitive bids should be obtained for all purchases exceeding \$5,000. Choosing a
1789 bid shall be based upon quality, references, timeliness, terms and cost.
 - 1790 d. Ministry supplies, literature and other needs shall be ordered based on available inventory
1791 levels, requirements to satisfy normal daily ministry operations and upcoming special
1792 ministry events
 - 1793 1. When determining the quantity of items to order, consideration must always be given to
1794 discounts for quantity purchases. However, overstocking unneeded products from
1795 quantity purchases should be avoided.
 - 1796 e. Since some businesses give discounts to churches, or provide more prompt and reliable
1797 service than others, the Administrator may decide where to make the purchase.
 - 1798 f. Expenditures shall be monitored against the budgets that were approved by Session-Board of
1799 Trustees for each ministry Department/Division. Staff and Committee Chairs will
1800 maintain the flexibility within their budgets to over/under spend individual line items
1801 provided that the total cumulative budget for their area does not exceed the permitted
1802 spending level. Approval is required from the Administrator or the Chair of the B&F
1803 Committee for any ministry Department/Division to overspend their total annual
1804 budget.
 - 1805 g. Expenditures from restricted/designated funds or programs shall be approved only to the extent
1806 that cash has been accumulated for the specific purpose being requested and only if it
1807 meets the criteria, which was set when the account was established.
- 1808 2. EXECUTION OF CONTRACTS/AGREEMENTS
- 1809 a. All contracts and agreements, which obligate the church in a pecuniary manner, must be
1810 executed by the Session-Board of Trustees or the Administrator as defined in the
1811 church manual of Policy and Procedure.
- 1812 3. STAFF EXPENSE REIMBURSEMENTS
- 1813 a. Staff members of the Church shall be reimbursed for any ordinary and necessary ministry and
1814 professional expenses incurred on behalf of the church, if the following conditions are
1815 satisfied:
 - 1816 1. The expenses are reasonable in amount.
 - 1817 2. The expense is supported by an invoice, voucher, receipt, etc., showing the time,
1818 place, ministry purpose, ministry relationship, and amount of each such
1819 expense.
 - 1820 b. Ordinary and necessary ministry and professional expenses for Teaching Elders and certain
1821 program staff shall include mileage, conference/training costs, dues of ministry
1822 organizations, periodicals/books/reference materials, ministry contacts/hospitality
1823 expenses, and any other ministry and professional expenses considered necessary.
 - 1824 c. All staff members shall be reimbursed for mileage and any other ministry and professional
1825 expenses, which are considered ordinary and necessary in the performance of their
1826 assigned responsibilities.
 - 1827 d. Each staff member incurring expenses on behalf of the church shall prepare and submit their
1828 report of expenses as soon as possible after the end of a calendar month, but no later
1829 than the 30th day of the following month.
 - 1830 e. Receipts are to be retained and submitted to properly document accountable reimbursements
1831 to Church staff members.
- 1832 4. EXPENSE ADVANCES
- 1833 a. If circumstances warrant, an individual may receive an expense advance to attend a church-
1834 approved function. A check request form must be submitted to the Administrator for approval
1835 with, if available, any documentation supporting the request. Any unused money and receipts
1836 for expenses incurred will be turned in to the church Financial Secretary within 10 days after
1837 the function has ended.
- 1838 5. DISBURSEMENTS
- 1839 a. All disbursements will be made by check by the Financial Secretary with the exception of small
1840 amounts that may be paid from the petty cash fund. Disbursements will also be permitted by

- 1841 Electronic Funds Transfer (ETF) to vendors approved at least annually by the Administrator and
1842 the B&F Committee. Each ETF disbursement must be approved in advance by the Treasurer.
- 1843 b. The Treasurer shall review disbursement transactions to determine their validity. For disbursements
1844 of \$500 or more, he/she shall check mathematical accuracy on documents supporting
1845 the transaction and initial or sign each document, to show completion of task. For
1846 disbursements less than \$500 this may be done at the discretion of the Administrator.
- 1847 c. The current year General Operating Budget and year-to-date Statement of Income and
1848 Expenses will serve as guides to determine the availability of funds when a
1849 disbursement request is made.
- 1850 1. The Financial Secretary will notify the individual responsible if it appears the budget
1851 area may reach its spending limit prior to the end of the budget year
 - 1852 2. The Financial Secretary shall notify any individual who has responsibility for a budget
1853 area for any significant charge made to that budget area that did not originate
1854 from that individual or department.
 - 1855 3. Every check that is written must be supported by a source document (i.e. receipt,
1856 invoice, check request, etc.) that has been approved by either the Financial
1857 Secretary or another person with proper FAA for that expenditure. In the case
1858 of regularly scheduled payments such as payroll, taxes, and debt retirement,
1859 the appropriate official authorization on file may serve as the source
1860 document.
 - 1861 4. Purchases made on church credit cards are restricted to items directly related to
1862 church business, programs and operations. The register receipt from each
1863 purchase must be initialed and allocated by the staff member making the
1864 purchase before turning it in to the Financial Secretary. The staff member is
1865 responsible for the prompt and full payment of all charges that are not properly
1866 substantiated. Lost or stolen cards must be reported to the Financial Secre-
1867 tary at once.
 - 1868 5. All incoming statements or invoices should be forwarded directly to the appropriate
1869 staff or committee chair for their review and approval.
 - 1870 6. All disbursements are normally processed on Thursday of each week. Requests for
1871 special disbursements at other times should be only on an emergency basis.
- 1872 6. CHECK SIGNING AUTHORITY
- 1873 a. The Session-Board of Trustees is responsible for annually approving check signers and those
1874 individuals with general banking authority for all church bank and custodial accounts.
1875 The Chair of the B&F Committee, the Treasurer, the Financial Secretary, and the
1876 Administrator have banking and check signing authority and shall be covered by a
1877 fidelity bond for the time period of their authority. Check signers should never be
1878 related to each other.
 - 1879 1. The chair of the M&E Committee is responsible for annually updating their signatory list
1880 and informing all financial institutions holding their investments and/or accounts.
 - 1881 2. The Financial Secretary will be responsible for annually updating the list of authorized
1882 signers and individuals with general banking authority and conveying that list to all
1883 institutions holding Knox Church bank and/or investment accounts.
 - 1884 b. All check signers must be diligent in exercising their fiduciary responsibilities by examining the
1885 invoices and supporting documentation as furnished before signing the check.
 - 1886 c. Authorized check signers should never co-sign checks made payable to themselves or to
1887 family members (with the exception of payroll checks); pre-sign blank checks for future
1888 use; sign checks payable to "bearer" or "cash"; or alter checks in any way.
 - 1889 d. Any two (2) individuals from the following list may sign all disbursement checks. Each month
1890 the Chair of the B&F Committee or his/her designee shall review the disbursement file
1891 to ensure all checks are accounted for and adequate authorization and documentation
1892 have been provided.
 - 1893 1. the Church Treasurer;
 - 1894 2. the Assistant Treasurer;
 - 1895 3. the Chair of the Budget and Finance Committee;
 - 1896 4. the Financial Secretary.
 - 1897 e. The payroll is currently administered in-house using Intuit QuickBooks payroll software. The
1898 input data are provided by:
 - 1899 1. The Financial Secretary for church staff
 - 1900 2. Director of Music for music department staff
 - 1901 3. Contemporary Worship Director for Fresh Spirit staff
 - 1902 4. Knox Pre-school Directors for pre-school staff

1903 5. Facilities Manager for Church Maintenance and Security staff
1904 The Financial Secretary distributes the payroll checks.

1905 E.FINANCIAL RECORDS

1906 1. CHURCH ACCOUNTING SYSTEM

1907 a. The Church's accounting records shall be kept in a computerized system adapted for church
1908 accounting. A procedure manual shall be prepared to outline the various steps and
1909 procedures the Financial Secretary goes through to make entries into and retrieve
1910 data from the computerized system. It shall be detailed enough to enable the
1911 Administrator or a new Financial Secretary to carry on the duties of Financial
1912 Secretary.

1913 2. SAFEGUARDING OF RECORDS AND FINANCIAL INFORMATION

1914 a. The Financial Secretary shall safeguard the privacy of financial records by maintaining them in
1915 a secure location.

- 1916 1. The computer system files shall be backed up to tape each day that the
1917 accounting/reporting system is used.
- 1918 2. On a weekly basis, another backup tape shall be created and stored offsite.

1919 b. Management of church files and records

- 1920 1. Financial ledgers, records and files will be maintained in a "decent and orderly"
1921 manner. The primary purposes for this policy are to assist leadership in
1922 locating needed documentation in a timely fashion for general management,
1923 financial and church operational purposes and to comply with legal,
1924 governmental and denominational time retention requirements. Record
1925 retention periods will consider not only the minimum expiration of the statute
1926 of limitations but also time periods for possible extensions.

1927 c. Maintenance of checks

- 1928 1. All checks shall be pre-numbered and used in sequence. Properly voided checks
1929 should always be kept in numerical sequence.
- 1930 2. The usage of checks should be accounted for by reconciling the quantity of checks
1931 issued to cash disbursement records. Bank accounts should be reconciled
1932 monthly and all checks accounted for.
- 1933 3. All blank check stock shall be maintained under lock and key.

1934 d. Release of financial information

- 1935 1. Any release of financial information must be in accordance with standards established
1936 by the Budget and Finance Committee. All requests outside of normal
1937 operations shall be referred to the Treasurer.
- 1938 2. Annual budgets and monthly financial statements shall be provided to any member
1939 upon request. Other financial requests should be forwarded to the chair of the
1940 B&F Committee or the Pastor-Head of Staff. Every effort shall be made to
1941 meet the member's request if the request is reasonable and appropriate under
1942 the circumstance. The Financial Secretary will distribute monthly statements
1943 with YTD budgets to each person responsible for a component of the budget.
- 1944 3. Written requests from non-church members for church financial information shall be
1945 forwarded to the Financial Secretary. He/she shall review such requests to
1946 determine if it should be granted and may also consult with the Pastor-Head
1947 of Staff or the B&F committee.
- 1948 4. Verbal requests (i.e., over the telephone, personal visits, etc.) from non-church
1949 members for the release of church financial information shall be denied.

1950 3. RECORDS OF DONOR CONTRIBUTIONS

1951 a. No contribution or gift to the Church or to any Church-related fund or entity shall be accepted
1952 prior to compliance with the Gift Acceptance Policy (GAP). However, contributions of
1953 cash that are governed by restrictions may be deposited temporarily for safekeeping
1954 prior to acceptance.

1955 b. No contribution or gift shall be recorded until it has been accepted in compliance with the GAP
1956 but unrestricted gifts of cash and cash equivalents, including freely marketable
1957 securities, require no approval prior to acceptance.

1958 c. Recording of donor contributions must be accurate and timely. Contributions must be entered
1959 into the proper donor account and the church must report to its contributors the
1960 amount given. Contributions are entered prior to making the deposit into the bank.

1961 d. Cash offerings shall be recorded in the name of the giver whenever they can be so identified.

1962 e. Records of members' giving are the confidential property of the giver and of the church.
1963 Information concerning a member's giving may be given only to the member or as

- 1964 authorized by the Pastor-Head of Staff, the Administrator or the Chairperson of the
1965 B&F Committee.
- 1966 f. Records of individual receipts (envelopes and loose offering forms) shall be stored together
1967 with a summary of that week's deposit.
- 1968 g. To be included in a given year's record of contribution, the contribution must be received by
1969 12:00 Midnight on December 31, or if mailed, the mailing envelope must reflect a
1970 postmark no later than December 31. The Church shall publish in church publications,
1971 in December of each year, these contributions-timing rules.
- 1972 h. Cash gifts (coins, currency, checks, money orders, electronic funds transfers, etc.) shall be
1973 posted to the church's automated contribution computer system. This contribution
1974 system consists of a database of all members' contributions. Donor information shall
1975 be maintained on a strict confidential basis.
- 1976 i. All contributing and/or pledging members shall be sent statements immediately after April 30,
1977 September 30, November 30, and December 31 that disclose each gift received, by its
1978 date, purpose and amount. Donors are encouraged to contact the church if any
1979 discrepancy is noted on the statement.
- 1980 j. Upon acceptance in compliance with the GAP, non-cash gifts (securities, tangible personal
1981 property, real estate, trusts, insurance policies, and other gifts-in-kind) shall be
1982 recorded in accordance with IRS regulations.
- 1983 k. Any donor may request to verify their contribution records with the Administrator or Financial
1984 Secretary, who will coordinate an appropriate time for the donor to come to the church
1985 to inspect their giving records or arrange for a copy of the record(s) to be sent to the
1986 donor.
- 1987 l. Donor information is to be maintained on a strict confidential basis. Requests from outside
1988 organizations who wish to obtain or offer to purchase or rent Knox Church's donor
1989 database is strictly forbidden. Additionally, no staff member or church volunteer is
1990 allowed to obtain or use donor information for personal or profit-making purposes.
1991 Records shall be inaccessible when not being used during the normal course of
1992 church operations. The computerized contribution module shall be password
1993 protected by the Administrator and Financial Secretary.
- 1994 m. Responsibility for IRS filings and acknowledgements.
- 1995 1. The Church staff, under supervision of the B&F Committee and the Session-Board of
1996 Trustees, shall be responsible for filing IRS Form 8282 (or an alternative form
1997 permitted or required by law) upon the sale or disposition of any asset sold within two
1998 years of receipt by the Church, in any situation where the charitable deduction value of
1999 the gift was \$5,000 or greater. The Church shall file such form within the time required
2000 by law.
- 2001 2. Acknowledgement of all gifts made to the Church and compliance with current IRS
2002 requirements in acknowledgement of such gifts shall be the responsibility of the Church
2003 staff, under supervision of the B&F Committee and the Session-Board of Trustees.
2004 IRS Publication 561, Determining the Value of Donated Property and IRS Publication
2005 526, Charitable Contributions or the successor guidelines of either such publication,
2006 shall be followed.
- 2007 4. RECORD RETENTION
- 2008 a. To help facilitate the retention process, computer file back up (i.e., tapes, CD-ROM, diskettes,
2009 etc.) microfiche, microfilm and other similar storage devices are all acceptable means
2010 for meeting record retention requirements.
- 2011 b. In addition to normal accounting records, either the Administrator or Financial Secretary shall
2012 maintain a folder containing the following essential information - Federal ID#; State
2013 ID#'s (Tax exemption #, State Withholding #, Local Withholding #); Banks and account
2014 numbers; Investment Firms (contacts and phone number and any account numbers);
2015 Loan information (how financed, account #, rate, term, secured by, payment
2016 information, etc.); List of church software being used including version, serial
2017 numbers, secure passwords and support phone numbers; Outstanding credit card
2018 information; and any other pertinent information for the congregation.
- 2019 c. The B&F Committee will review the church's record retention policies periodically.
2020 Considerations should not overlook the special needs and requirements of state and
2021 local governmental jurisdictions.
- 2022 d. The following files shall be retained in the church archives for the current year plus one year:
- 2023 1. Pledge cards and pledge payment envelopes
- 2024 e. The following files shall be retained in the church archives for four years:
- 2025 1. Bank statements and reconciliations

- 2026 2. Contribution statements -- year-end
- 2027 3. Employee wage and tax records and related files
- 2028 4. Purchase invoices
- 2029 5. Canceled checks
- 2030 6. Misc. records supporting Ledger entries
- 2031 7. Records of building improvement costs and fixed assets (life of church if needed to
- 2032 support asset valuations)
- 2033 8. Broker's statements
- 2034 f. The following files shall be retained in the church archives for five (5) years
- 2035 1. General ledger
- 2036 2. Cash disbursements journal
- 2037 3. Cash receipts journal
- 2038 g. The following files shall be retained in the church archives for ten (10) years
- 2039 1. Year-end financial statements
- 2040 h. Disposal of Church Records. The disposal of official church documents and records will be the
- 2041 responsibility of the Financial Secretary. Annually, these individuals will perform a
- 2042 review of documents/records to be destroyed. This review shall be completed by June
- 2043 30th of each year or after the completion of the annual review/audit, whichever is later.
- 2044 All documents/records that exceed their retention periods, as noted above, will be
- 2045 disposed of by crosscut shredding either on premises or by outside contractor.

2046 F. ANNUAL CHURCH OPERATING BUDGET

- 2047 1. An Annual Budget shall be prepared by the Financial Secretary with oversight of the B&F
- 2048 Committee for each calendar year. This budget shall provide a comprehensive financial plan
- 2049 that reflects the specific amounts of money allocated from income from anticipated sources
- 2050 and related expenses for the fiscal year. Details of the actual budget process may be modified
- 2051 from year to year. An allowance shall be made in the budget to provide for unpaid pledges, to
- 2052 be calculated by considering the percentages of unpaid pledges for the immediately preceding
- 2053 three (3) years.
- 2054 2. The final Annual Operating Budget will be approved by the B&F Committee and then
- 2055 submitted to the Session-Board of Trustees for approval.
- 2056 3. The Financial Secretary shall review the annual Operating Budget monthly and investigate
- 2057 variances from actual to budget estimates and report same to the B&F Committee.

2058 G. MONTHLY AND ANNUAL FINANCIAL REPORTS

- 2059 1. The Financial Secretary shall make regular reports to leadership and church members
- 2060 concerning receipts and expenditures.

2061 H. AUDIT / REVIEW OF ACCOUNTING RECORDS AND FINANCIAL REPORTS

- 2062 1. Reconciling of bank accounts.
- 2063 a. All bank accounts will be reconciled on a monthly basis including the Pastor's Discretionary
- 2064 Account.
- 2065 b. The B&F Committee will designate a person who does not have check signing authority to be
- 2066 responsible for bank account reconciliations. This person may either prepare the
- 2067 reconciliation or review it if prepared by someone else.
- 2068 c. The Petty Cash fund shall be reconciled by the Administrator at least quarterly.
- 2069 2. An Internal Audit Committee of qualified individuals should be appointed by the B&F
- 2070 Committee to review/audit the church financial records each year. Random checks can be
- 2071 performed at any time during the year. A written review/audit report shall be given to the
- 2072 church and reviewed by the B&F Committee, the Session-Board of Trustees.
- 2073 3. The Internal Control Sub-Committee shall conduct periodic reviews of the internal controls
- 2074 related to the church financial system to ensure compliance with the guidelines set forth in this
- 2075 manual. These reviews shall be conducted at least annually at any time on a random basis. A
- 2076 written report will be provided to the B&F Committee.

2077 I. USE OF CHURCH FUNDS

- 2078 1. CONTRIBUTIONS
- 2079 a. Donations to the Church of unusual or restricted gifts shall be accepted only in accordance with
- 2080 the terms of the Gift Acceptance Policy (GAP) which is the responsibility of the
- 2081 Memorial and Endowments Committee.
- 2082 1. In no case shall the church knowingly, recklessly, or negligently cooperate in the
- 2083 reporting or crediting of inflated gift values.
- 2084 b. Unrestricted gifts of securities (i.e. stocks, bonds, etc.) occur upon the actual receipt of the
- 2085 security certificate or the transfer of the security into the church's brokerage account.
- 2086 Restricted gifts of securities occur upon acceptance of the gift in accordance with the
- 2087 terms of the GAP.

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1. Securities received pursuant to an unrestricted gift shall normally be sold prior to the end of the third day on which markets are open following receipt of the security.
 2. All accounts that are authorized by the Session-Board of Trustees shall be managed by the B&F Committee. Access to accounts and authorization for the sale or transfer of stock shall be vested in the Officers so named by the Session-Board of Trustees: the Treasurer, the Financial Secretary, and the Chair of the B&F Committee. All accounts associated with Endowment or Memorial accounts will be managed by the M&E Committee.
 3. Gifts of securities included on year-end contribution statements will be traced back to the cash receipts of the church on a random test basis, annually, by a person designated by the B&F Committee.

2100 2. FEES PAID FOR SERVICES RECEIVED

- 2101 a. From time-to-time activities may be offered to church members at a no-cost-to-the-church
2102 basis. The participants pay for the expenses of the activity, normally without any
2103 subsidy from the Church. Examples of these types of services are:
- 2104 1. Youth camps, retreats
 - 2105 2. Music, art or other lessons
 - 2106 3. Seminars and related activities
 - 2107 4. Team sports events
 - 2108 5. Counseling services
 - 2109 6. Coordinating weddings
- 2110 b. The initial expenses and the collection and distribution of such fees and cost sharing charges
2111 shall be administered through the sponsoring ministry budget accounts of the church.
2112 The ministry's budget shall bear the burden of any excess expenditure.
- 2113 c. Funds collected in connection with these activities will be handled as described in section 1.b.2.
- 2114 3. SURPLUS FUNDS
- 2115 a. Any surplus funds (income greater than expenses) which remain in the General Fund at the
2116 conclusion of any budget year shall be placed into a reserve account and used for
2117 purposes approved by the Session-Board of Trustees.

2118 J. INSURANCE

- 2119 1. Fidelity insurance coverage shall be maintained at adequate levels determined by the B&F
2120 Committee on all church staff and volunteers who are involved in cash handling procedures.
2121 Fidelity insurance provides that if a loss from embezzlement occurs, the church shall recover
2122 the loss (up to the amount listed in the policy). This insurance does not cover theft or burglary
2123 by an outside person. It provides protection only against staff or volunteer dishonesty.
- 2124 2. The Church will maintain adequate levels of liability and casualty insurance protection. The
2125 B&F Committee (or the Administrator) shall be responsible for monitoring this annually.

2126 K. PASTOR'S DISCRETIONARY ACCOUNT (PDA)

- 2127 1. The PDA has been established to allow the ministerial staff to provide monetary assistance to various
2128 groups or individuals (members or nonmembers) in a time of financial need. Areas of financial
2129 need that may qualify for assistance from this fund include such things as assistance with
2130 food, clothing, shelter, transportation needs, payment of utilities and other needs that are
2131 consistent with the congregation's mission and with its exempt purposes. Payments from this
2132 account are discretionary by the pastor(s), not mandatory.
- 2133 2. When funds are distributed from the PDA, a receipt voucher shall be signed by the recipient of the
2134 money prior to receiving the disbursement. The voucher shall be forwarded to the Financial
2135 Secretary who shall keep a file of all completed vouchers.
- 2136 3. Use of funds from the PDA by the pastoral staff or any other member of his/her family for personal
2137 benefit or use is strictly prohibited. This fund is subject to review as part of the Church's
2138 annual financial review or audit process.

2139 L. MAJOR BUILDING / REMODELLING / RENOVATION PROJECTS

- 2140 1. The Session-Board of Trustees shall designate the person(s) to be responsible for overseeing the
2141 financial aspects of the project.
- 2142 2. All records for a building or renovation project shall be accounted for in a fund separate from the
2143 normal church operating fund with a separate bank account if practical. No disbursements
2144 will be made from this fund for normal Church operating expenses.

2145 M. BORROWING OF MONEY BY THE CHURCH

- 2146 1. The B&F Committee has the sole responsibility to address the borrowing of money by the Church and
2147 making a comprehensive report and recommendation to the Session-Board of Trustees.
- 2148 a. In fulfilling its fiduciary responsibility, the B&F Committee, working closely with the Administrator,
2149 will review the need, the amount expected, the nature of the loan (short or long-term), plans

- 2150 for paying off the loan, and the impact of the indebtedness on the overall financial health of
2151 the Church, i.e. future operating budgets.
- 2152 b. The B&F Committee will submit a Request for Proposal (RFQ) to a minimum of three appropriate
2153 banking institutions to determine expected interest costs, collateral requirements, and other
2154 out-of-pocket expenses and general terms and conditions.
 - 2155 c. The B&F Committee will assemble the pertinent preliminary financial information necessary for
2156 presentation to the Presbytery of Cincinnati for approval to seek this loan.
 - 2157 d. If Session-Board of Trustees agrees to proceed with a loan, the B&F Committee will arrange for a
2158 final selection of the loan provider, establish and extended financial monitoring system to
2159 track projected budget costs against actuals and projected operating budgets to capture
2160 ongoing cash requirements for month reporting to Session.

2161 N. AMENDMENT OF POLICY

2162 The B&F Committee with the approval of the Session-Board of Trustees may amend this manual as needed
2163

2164 **† THE SPECIAL COMMITTEE ON MEMORIAL AND ENDOWMENT FUNDS**

2165 Approved by the Session-Board of Trustees January 19th, 2010

2166 **COMMITTEE:**

2167 The Committee shall be appointed by the Session and shall be composed of six (6) regular voting mem-
2168 bers (Administrators), each of whom shall serve a term of four (4) years, none of whom shall be subject to
2169 removal, except for cause; the Pastor-Head of Staff. The term of only one (1) member shall expire during
2170 each odd-numbered calendar year...the terms of only two (2) members shall expire during each even-
2171 numbered calendar year. See section 7.1 of the Permanent Endowment Trust Agreement and section
2172 7.1 of the Mission Projects Endowment Trust Agreement for further membership guidelines.

2173 **ORGANIZATION:**

2174 The Committee shall be moderated by the **Chairperson** who is named annually by the Committee. The
2175 Committee shall elect a **Secretary** from its membership.

2176 **MEETINGS:**

2177 Shall be held every other month or more often as deemed necessary by the Committee.

2178 **REPORTING:**

2179 Shall report once each calendar year to the Session in December or within 60 days following the close of
2180 the fiscal years of the Permanent Endowment Trust, the Mission Projects Endowment Trust and the Da-
2181 vid Scott Money Fund for Troubled Youth each of which shall end on October 31st of each year. See sec-
2182 tion 7.4 of each Trust Agreement for reporting procedures and guidelines.

2183 **DUTIES:**

- 2184 ● To administer the receipt, allocation and disposition of Memorial Funds given to Knox Presbyterian
2185 Church, subject to the policies and guidelines approved by the Session.
- 2186 ● To serve as Trustees and Administrators of (a) the Knox Presbyterian Church Permanent Endowment
2187 Trust with authority and responsibilities granted under the provisions of the Permanent Endowment Trust
2188 Agreement made December 15, 1980 and restated as amended effective June 30, 1983, January 22,
2189 1995, March 29, 1998, January 30, 2000 and July 9, 2000 (see *Permanent Endowment Trust Agreement*
2190 on page IV-36), (b) the Knox Presbyterian Church Mission Projects Endowment Trust with authority and
2191 responsibilities granted under the provisions of the Mission Projects Endowment Trust Agreement made
2192 December 20, 1999 and July 9, 2000 (see *Mission Projects Endowment Trust Agreement* on page IV-43),
2193 and (c) the David Scott Mooney Fund for Troubled Youth as established November 8, 2000 (see David
2194 Scott Mooney Fund for Troubled Youth on page IV-50).
- 2195 ● To promote and interpret special gift opportunities, educating Knox members of the various ways they
2196 may express their Christian stewardship: memorial gifts, designated and undesignated bequests, and
2197 deferred giving.

2198 **POLICIES OF THE COMMITTEE AND THE SESSION-BOARD OF TRUSTEES**

- 2199 1.0 There are to be no special funds existing in the Endowment Trust.
- 2200 2.0 The responsible Committee Chair or staff member be immediately notified that a specific amount of
2201 money from memorial funds is authorized for use as designated or for an approved memorial gift project.
- 2202 3.0 If spending of any designated funds exceeds the amount authorized by the M&E Committee, the ex-
2203 cess will be charged against an operating expense account specified by the Budget and Finance Com-
2204 mittee.
- 2205 4.0 The Committee Chair or staff member responsible for managing the spending shall be identified on
2206 the appropriate Designated Gift or Undesignated Gift report.
- 2207 5.0 All memorial funds of \$500 or more received on behalf of an individual shall be used in accordance
2208 with the expressed wishes of the family of the deceased, subject to the approval of the Session. If such
2209 wishes have not been voluntarily expressed, the M&E Committee, working with the Pastor-Head of Staff,
2210 may either contact the family with a list of needs of the church to determine if they wish to make such a

2211 designation, or may themselves determine which listed item is the most appropriate. Anything less than
2212 \$500 shall be placed in the Endowment for long-term investment. In determining whether the \$500 cutoff
2213 is attained, all gifts received within three (3) months of notice of death will be aggregated.

2214 6.0 The committee will complete a form which authorizes any disbursement from memorial funds when
2215 requested by an entity of the church, providing that sufficient funds exist and are appropriate for the re-
2216 quest. The original copy of the form goes to the Financial Secretary for processing, a copy goes to the
2217 M&E secretary for recording and a second copy goes to the chair of the committee requesting the funds.

2218 **GIFT ACCEPTANCE POLICY**

2219 The Knox Presbyterian Church ("Knox Church"), a non-profit corporation organized under the laws of the
2220 State of Ohio, encourages the solicitation and acceptance of gifts to Knox Church for purposes that will help it fur-
2221 ther and fulfill its mission. The following policy and guidelines shall govern acceptance of gifts made to Knox
2222 Church or for the benefit of any of its programs.

2223 **I. Purpose of Policy and Guidelines**

2224 Knox Church, its Special Committee on Memorial and Endowment Funds (the "M&E Committee"), and
2225 the Knox Church staff solicit current and deferred gifts from individuals, foundations and other organizations to
2226 secure the future growth of the mission and programs of Knox Church, under the guidance and direction of the
2227 Session of Knox Church ("the Session"). It is the purpose of this policy and these guidelines to govern the ac-
2228 ceptance of gifts by Knox Church, and to provide guidance to prospective donors and their advisors when mak-
2229 ing such gifts, as well as to the staff of Knox Church and its M&E Committee in evaluating the acceptability of
2230 any gift that may be offered.

2231 The provisions of this policy shall apply to all gifts received by Knox Church for any of its programs or
2232 services. The overriding consideration in a decision regarding the acceptability of any gift shall be whether it falls
2233 within and will further the mission of Knox Church. Because the Session has delegated to the M&E Committee
2234 authority regarding the acceptance of gifts to Knox Church, all decisions of that Committee regarding such mat-
2235 ters shall govern, within the sole discretion of the M&E Committee, subject to review by the Session. Such re-
2236 view will be granted only in extreme cases or in situations where Session approval is otherwise required. Ac-
2237 ceptance of any gift other than cash shall be reviewed and approved by the M&E Committee prior to transfer of
2238 ownership.

2239 **II. Restrictions on Gifts**

2240 Knox Church will accept unrestricted gifts, and gifts directed to specific programs and purposes, provided
2241 that such gifts are not inconsistent with its stated mission, purposes, and priorities. Knox Church will not accept
2242 gifts that are unduly restrictive in purpose, such as those that may violate the terms of the Book of Order of The
2243 Presbyterian Church (U.S.A.), Knox Church's corporate documents, or any specific Trust Agreement of Knox
2244 Church or similar arrangement under which the gift is received, or gifts that are too difficult or costly to administer,
2245 or gifts that are for purposes not included within the mission of Knox Church, all in the sole discretion of the M&E
2246 Committee, as indicated above.

2247 **III. Use of Advisors**

2248 All prospective donors are strongly urged, and in some cases may be required, to seek the assistance of
2249 personal legal and financial advisors in matters relating to their gifts, including the resulting tax and estate plan-
2250 ning consequences. Under no circumstances will Knox Church be responsible for the legal, tax, estate planning
2251 or financial consequences to the donor or other beneficiaries of any gift that it receives.

2252 **IV. The Special Committee on Memorial and Endowment Funds**

2253 The M&E Committee is charged with the responsibility of reviewing all gifts made to Knox Church, proper-
2254 ly screening and accepting those gifts, and making final decisions on gift acceptance issues in accordance with
2255 this Policy.

2257 **V. Use of Legal Counsel**

2258 Knox Church shall seek the advice of legal counsel in matters relating to acceptance of gifts where ap-
2259 propriate. Review by counsel is recommended for:

- 2260 a. review of closely-held stock transfers that are subject to or buy-sell agreements or other
2261 restrictions;
- 2262 b. review of documents naming Knox Church as a trustee or in any other fiduciary capaci-
2263 ty;
- 2264 c. review of all gifts involving contracts, such as bargain sales or other documents requir-
2265 ing the Knox Church to assume any obligation;
- 2266 d. review of all transactions with potential conflicts of interest that may invoke IRS sanc-
2267 tions; and
- 2268 e. such other instances in which use of counsel is deemed appropriate by the M&E Com-
2269 mittee or by the Session.

2270 **VI. Types of Gifts and Acceptance Criteria**

2271 The following types of gifts shall be generally acceptable, but the accompanying criteria shall govern the
2272 acceptance of each gift form:

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- A. **Cash:** Cash is acceptable in any form. Checks should be made payable to “The Knox Presbyterian Church”. Currency and checks shall be delivered to any of the pastors of Knox Church or to its administrative offices.
 - B. **Tangible Personal Property:** Gifts of tangible personal property other than cash shall be examined in light of the following criteria:
 - Does the gift help to fulfill the mission and purposes of Knox Church?
 - Is the property marketable?
 - Are there any undue restrictions on the use, display, or sale of the property?
 - Are there any carrying costs for the property (such as storage, maintenance, insurance, etc.)?

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- C. **Securities:** Knox Church can accept both publicly-traded securities and closely-held securities:

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Publicly-Traded Securities. Marketable securities may be transferred by the donor to one or more accounts maintained by Knox Church at brokerage firms, or may be delivered physically with the transferor’s properly executed stock power attached. As a general rule, all marketable securities shall be sold within a reasonable period following receipt unless otherwise determined by M&E Committee. In some cases the marketability of even publicly-traded securities may be restricted by applicable securities laws; in such instances acceptance of the restricted securities shall be reviewed and approved by the M&E Committee.

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Closely-Held Securities. Closely-held securities, which include not only debt and equity positions in non-publicly traded corporations but also interests in LLPs and LLCs or other ownership forms, can be accepted upon review and approval of the M&E Committee. Such review prior to acceptance must determine that:
there are no restrictions on the securities that would prevent Knox Church from ultimately converting those assets to cash;
the securities are, or are expected to become, marketable, and
ownership or sale of the securities will not generate any undesirable tax consequences for Knox Church.

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If potential problems arise upon initial review of a particular gift of closely-held securities, further review by and advice from an outside professional may be sought before making a final decision on acceptance of the gift. Every reasonable effort will be made to sell closely-held securities as quickly as possible following receipt of ownership.

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- D. **Real Estate:** Gifts of real estate may include developed property, undeveloped property, or gifts subject to a prior life interest. Prior to acceptance of any interest in real estate, Knox Church shall require an initial environmental review of the real property, at the potential donor’s cost, to insure that it is not contaminated or otherwise environmentally damaged. In the event that such initial inspection reveals a potential problem, Knox Church shall select and retain a qualified inspection firm to conduct a more in-depth environmental audit at the cost of the potential donor.

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- Criteria for acceptance of the property shall include:
- Is the property useful for the purposes of Knox Church?
 - Is the property marketable?
 - Are there any restrictions, reservations, easements, or other limitations associated with the property?
 - Does the environmental review or audit reflect that the property has been damaged?
 - Are there carrying costs (which may include insurance, property taxes, mortgages, or notes, etc.), associated with the property?

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Where appropriate, an owner’s title insurance commitment (binder) shall be obtained by Knox Church prior to acceptance of the real property gift. The cost of such title insurance will generally be an expense of the donor.

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- E. **Remainder Interests in Property.** Knox Church will accept a remainder interest in a personal residence, farm, or vacation home, subject to the relevant provisions of paragraph D., above. The donor and/or other life tenants may continue to occupy the real property for the duration of the life or lives stated in the instrument of gift. Upon the death of the last life tenant to survive, Knox Church may use the real property, trade it or reduce it to cash. Arrangements for gift of a remainder interest must also include payment by the donor or primary beneficiary of all expenses (including maintenance, real estate taxes, and any property indebtedness) incurred during or attributable to the period prior to vesting of the remainder interest.

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- F. **Oil, Gas, and Mineral Interests.** Knox Church may accept oil and gas property interests, or other mineral rights on a case-by-case basis. Criteria for acceptance of the property shall include:
 - The property should not have extended liabilities or other considerations that make receipt of the gift inappropriate.

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- Gifts of oil, gas and mineral interests, including surface rights, should have a value, and royalty or other anticipated income, deemed great enough to justify the time and expense required to evaluate and close the gift.
 - If the interest is a working interest, the organization should determine the impact on Knox Church so that it may develop a plan to minimize that impact if the gift is accepted.
 - The property should undergo an environmental review, in the same manner as any interest in real property, to ensure that Knox Church has no current or potential exposure to environmental liability.

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G. **Bargain Sales.** Knox Church will consider on a case-by-case basis the merits of entering into a bargain sale arrangement in instances in which the bargain sale furthers the mission and purposes of Knox Church. Factors used in determining the appropriateness of the transaction include:

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- Knox Church must obtain, at the cost of the donor, an independent appraisal substantiating the value of the property.
 - If Knox Church assumes debt with the property, the debt ratio must be less than 50 % of the appraised market value.
 - Knox Church must determine that it will use the property, or that there is a market for sale of the property allowing sale within 12 months of receipt.
 - Knox Church must calculate the costs to safeguard, insure, and expense the property (including property tax, if applicable) during the holding period.

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H. **Life Insurance.** Knox Church must be named as both beneficiary and irrevocable owner of a life insurance policy before such policy can be recorded as a gift. The gift shall be valued at its interpolated terminal reserve value, or cash surrender value, upon receipt. If the donor contributes future premium payments, Knox Church will include the entire amount of such payments as a gift during the year in which made.

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If the donor does not elect to continue to make gifts to cover future premium payments on the life insurance policy, Knox Church may:

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- continue to pay the premiums,
 - convert the policy to paid up insurance, or
 - surrender the policy for its current cash value.

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I. **Charitable Remainder Trusts.** Knox Church may accept designation as remainder beneficiary of a charitable remainder trust. Knox Church will not accept appointment as trustee of a charitable remainder trust.

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J. **Charitable Lead Trusts.** Knox Church may accept designation as income beneficiary of a charitable lead trust. Knox Church will not accept appointment as trustee of a charitable lead trust.

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K. **Retirement Plan Beneficiary Designations.** Donors and supporters of Knox Church shall be encouraged to name Knox Church as beneficiary of their retirement plans. Such designations shall not be recorded as gifts to Knox Church until such time as the gift becomes irrevocable. Where the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.

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L. **Bequests.** Donors and supporters of Knox Church shall be encouraged to make bequests to Knox Church under the provisions of their estate planning instruments. Such bequests shall not be recorded as gifts to Knox Church until such time as the gift becomes irrevocable. Where the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.

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M. **Life Insurance Beneficiary Designations.** Donors and supporters of Knox Church shall be encouraged to name Knox Church as beneficiary or contingent beneficiary of their life insurance policies. Such designations shall not be recorded as gifts to Knox Church until such time as the gift becomes irrevocable. Where the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.

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N. **Charitable Gift Annuities.** Knox Church does not itself offer charitable gift annuities, but generally will agree to become the remainder beneficiary of a gift annuity provided by a reputable sponsor.

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VII. **Miscellaneous Provisions**

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A. **Securing appraisals and legal fees for gifts to Knox Church.** It shall be the sole responsibility of the donor to secure an appraisal to determine the value of a gift for the donor's tax purposes, and to engage legal counsel to prepare appropriate documentation for all gifts made to Knox Church. Knox Church will secure its own appraisal of a gift when that is determined by the M&E Committee to be necessary or beneficial to Knox Church, but in no case may such valuation be relied upon by the donor.

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B. **Valuation of gifts.** Knox Church shall record every gift received in accordance with the requirements of law.

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C. **Responsibility for IRS filings upon sale of gift items.** The Knox Church staff, under supervision of the M&E Committee and the Session, shall be responsible for filing IRS Form 8282 (or an

2396 alternative form permitted or required by law) upon the sale or disposition of any asset sold with-
2397 in two years of receipt by Knox Church, in any situation where the charitable deduction value of
2398 the gift was \$5,000 or greater. Knox Church must file this form within the time required by law
2399 (currently 125 days of the date of sale or other disposition of the asset).

2400 Acknowledgement of all gifts made to Knox Church and compliance with the current IRS re-
2401 quirements in acknowledgement of such gifts shall be the responsibility of the Knox Church staff,
2402 under supervision of the M&E Committee and the Session. IRS Publication 561, *Determining*
2403 *the Value of Donated Property*, and IRS Publication 526, *Charitable Contributions*, or the suc-
2404 cessor guidelines of either such publication, are to be followed.

2405 **VIII. Changes to Policy**

2406 This policy and these guidelines have been approved and adopted by the M&E Committee and by the
2407 Session. Both the M&E Committee and the Session must approve any changes to or deviations from this policy
2408 or these guidelines.

2409 **PERMANENT ENDOWMENT TRUST AGREEMENT**

2410 *(restated as amended effective June 30, 1983, January 22, 1995, March 29, 1998, July 9, 2000, February 21, 2006 and March 17, 2008)*

2411 This writing sets forth all of the terms of a Trust Agreement made at Cincinnati, Ohio as of the 5th day of
2412 December, 1980 by the Knox Presbyterian Church of Cincinnati, Ohio (the "Grantor"), and Carson R.
2413 Whiting, John E. Roth, Jr., Robert C. Krehbiel, Jr., Eleanor Graham, Louis A. Helming and John S. Stith,
2414 the initial Trustees of the Trust created herein (the original "Administrators"), as of the 30th day of June,
2415 1983, the 22nd day of January, 1995, the 29th day of March, 1998, 30th day of January, 2000, the 9th day
2416 of July, 2000, the 21st day of February, 2006 and the 17th day of March, 2008.

2417 **1.0 NAME AND PURPOSE**

2418 1.1 The name of this trust shall be "***The Knox Presbyterian Church Permanent Endowment Trust***"
2419 and so far as practicable the Administrators shall conduct the activities of the trust in that name.

2420 1.2 The trust is organized and shall be operated for the following purposes:

2421 2422 1.2.1 In general, the trust is organized and shall be operated exclusively for chari-
2423 table purposes. No part of the net income of the trust shall inure or shall be paya-
2424 ble to or for the benefit of any private member of the Grantor or other individual,
2425 except as incidental to fulfillment of the charitable purposes of the Grantor and this
2426 trust. No substantial part of the activities of the trust shall be carrying on propa-
2427 ganda or otherwise attempting to influence legislation. No part of the activities of
2428 the trust shall be participation or intervention (including publishing or distributing
2429 statements) in any political campaign on behalf of any candidate for public office.
2430 Income or principal derived from contributions by corporations shall be distributed
2431 by the Administrators for use solely within the United States or its possessions.

2432 1.2.2 Specifically, the trust is organized and shall be operated for the benefit of
2433 the Grantor and those affected by the Grantor's ministry, to ensure the continuation
2434 and stability of the Grantor, its mission and its programs, and to promote and facili-
2435 tate its ministry. The purposes of the trust are to establish a permanent endow-
2436 ment fund for the Grantor that will ensure the protection, preservation, prudent in-
2437 vestment, and responsible expenditure of funds intended to be used for the pur-
2438 pose of perpetually carrying out the ministry of the Grantor; to encourage contribu-
2439 tions of money and other property for such purpose by donors who wish to be as-
2440 sured that such contributions will not be expended for current operating or other
2441 short-term expenses of the Grantor; and, in addition to contributions specifically
2442 designated by the donor for this trust, to serve as a repository of all memorial gifts
2443 and similar contributions to the Grantor that are designated for inclusion in this trust
2444 by action of the Session of the Grantor.

2445 1.3 Any payment or distribution from the trust shall be made directly for charitable purposes or to or for
2446 the benefit of an organization that is organized and operated exclusively for charitable purposes, no part
2447 of the net income of which inures or is payable to or for the benefit of any private member, shareholder or
2448 other individual, and no substantial part of the activities of which is carrying on propaganda or otherwise
2449 attempting to influence legislation, and which does not participate or intervene (including publishing or
2450 distributing statements) in any political campaign on behalf of any candidate for public office. It is intend-
2451 ed that any organization to which or for the benefit of which a payment or distribution is made shall have
2452 qualified as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Re-
2453 venue Code of 1986, as now in effect or later amended.

2454 1.4 The term "charitable purposes" shall be limited to and shall include only religious, charitable, scien-
2455 tific, literary, or educational purposes within the meaning of those terms as used in Section 501(c)(3) of
2456 the Internal Revenue Code of 1986, as now in effect or later amended, which also constitute public chari-

2457 table purposes under the laws of trusts of the State of Ohio.

2458 **2.0 TRUST PROPERTY**

2459 2.1 The Grantor has delivered to the Administrators the property shown on Schedule "A" attached to the
2460 original Trust Agreement and made part thereof.

2461 2.2 The Administrators acknowledge receipt of the property shown on Schedule A and agree to receive
2462 contributions of other property which is not subject to any restriction, and which from time to time is deliv-
2463 ered to them by the Grantor or by any other person, in the form of cash or in the form of other property
2464 that is acceptable to them. The Administrators agree to hold all such unrestricted contributions upon the
2465 terms set forth in this Agreement.

2466 2.3 The Administrators may accept contributions that by their terms specify or restrict their uses and pur-
2467 poses, provided that such uses and purposes as specified or restricted are included within the uses and
2468 purposes set forth in Section I of this Agreement, and may also accept contributions that by their terms
2469 specify or limit the time, manner, amount, or other aspects of distribution. The Administrators may, how-
2470 ever, in their sole discretion, reject any such contribution, whether or not its uses and purposes as speci-
2471 fied or restricted are within the uses and purposes set forth in Section 1 of this Agreement. The Adminis-
2472 trators shall not accept any such specified or restricted contribution if the use of such contribution accord-
2473 ing to its terms and restrictions might, in the sole opinion of the Administrators, jeopardize the federal in-
2474 come tax exemption of the trust pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as
2475 now in effect or later amended. The Administrators agree to hold any such specified or restricted contri-
2476 bution accepted by them upon the terms set forth in this Agreement and subject to the terms and re-
2477 strictions of such contribution. The Administrators may mingle any. such specified or restricted contribu-
2478 tion with other assets of the trust unless otherwise specifically required by the terms and restrictions of
2479 such contribution. If the amount of such specified or restricted contribution at any time exceeds the
2480 amount required to accomplish its purpose, such excess shall be held upon the terms set forth in this
2481 Agreement for the uses and purposes set forth in Section I of this Agreement, unless application of such
2482 excess is otherwise directed by the terms and restrictions of such contribution.

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2484 2.4 The Administrators in their sole discretion may accept any contribution that requires or permits the
2485 distribution of the principal of such contribution for the purposes of the trust, whether such distribution is
2486 subject to terms and conditions imposed by the donor or is in the sole discretion of the Administrators.

2487 **3.0 SURRENDER OF RIGHTS BY GRANTOR**

2488 3.1 The trust established under this Agreement is irrevocable, and the Grantor expressly waives and sur-
2489 renders permanently all rights and powers to alter, amend, revoke, or terminate this Agreement, except to
2490 the extent and in the manner provided in Section 5 and Section 6 of this Agreement.

2491 **4.0 DISPOSITIVE PROVISIONS**

2492 4.1 No part of the principal or income of the trust shall at any time be used for or diverted to purposes
2493 other than those set forth in Section I of this Agreement.

2494 4.2 The Administrators shall distribute the net income of the trust from all unspecified and unrestrict-
2495 ed gifts ("net unrestricted income") to the Grantor as hereinafter provided:

2496 4.2.1 The Administrators shall make available for distribution to the Session of the
2497 Grantor all of the net unrestricted income of the trust (less repayment to the trust of
2498 any principal and/or interest then due and payable to the trust by the Grantor), at
2499 such times and in the manner provided in Section 4.2.2 of this Agreement, for any
2500 use and purpose set forth in Section 1 of this Agreement, including without
2501 limitation the following: (a) to provide capital improvements to the Grantor's
2502 Sanctuary and/or other portions of its building or buildings and to purchase and/or
2503 to improve real property for the Grantor's use; (b) to meet current operating needs
2504 of the Grantor, including but not limited to the salaries of the Grantor's employees,
2505 supplies, utilities, maintenance, and repair; and (c) to assist the Grantor in its
2506 program of benevolence. All distributions to the Grantor shall be paid to the
2507 Treasurer of the Grantor to be expended for the purpose or purposes designated
2508 by the Session of the Grantor, in accordance with the authority given to the
2509 Treasurer by the Session of the Grantor.

2510 4.2.2 The fiscal year of the trust shall end on October 31 of each year, or on such
2511 other date as the Administrators may from time to time determine. The net unre-
2512 stricted income of the trust for any particular fiscal year, to the extent the Session
2513 of the Grantor requests that such income be distributed to the Grantor, shall be
2514 made available to the Grantor from time to time following the close of such fiscal
2515 year of the trust, within the limitations of Section 4.2.3, with the possibility that such
2516 amount can be included in the Grantor's budget for its fiscal year next following
2517 and/or that such funds can actually be available to the Grantor early in its fiscal
2518 year for operating purposes.

2519 4.2.3 At the close of the full fiscal year of the trust, any net unrestricted income of
2520 the trust which remains undistributed as provided in Sections 4.2.1 and 4.2.2, or to
2521 the extent that the Session of the Grantor returns unused to the Administrators any
2522 portion of such net unrestricted income at any time, such net unrestricted income
2523 shall be held by the Administrators as a separate trust known as the Accumulated
2524 Income Trust. The principal and income of the Accumulated Income Trust may be
2525 distributed to the Grantor by the Administrators, within their sole discretion, at any
2526 time during any fiscal year, for the same uses and purposes provided for distribu-
2527 tions of net unrestricted income of the trust pursuant to Section 4.2.1. In all other
2528 respects, the Accumulated Income Trust shall be held and administered under the
2529 same terms as the trust and all references in this Agreement to the "trust" shall be
2530 construed to apply to the Accumulated Income Trust as well as to the general fund
2531 constituting the trust estate.

2532 4.3 The Administrators shall distribute the net income of the trust from any specified or restricted gift
2533 (which the Administrators accepted pursuant to Section 2.3) as provided in Section 4.2, subject, however,
2534 to the restrictions and pursuant to the specified terms and conditions of such gift.

2535 4.4 The principal of the trust estate shall be held and distributed as follows:

2536 4.4.1 The Administrators shall distribute the principal of any portion of the trust
2537 estate as may be required to be distributed for the purposes of the trust by the
2538 terms and conditions of the gift of such portion, as provided in Section 2.4,
2539 pursuant to such terms and conditions.

2540 4.4.2 The Administrators may distribute the principal of any portion of the trust es-
2541 tate which is a specified or restricted gift (which the Administrators accepted pur-
2542 suant to Section 2.3), subject to the restrictions and pursuant to the specified terms
2543 and conditions of such gift.

2544 4.4.3 The Administrators may distribute the balance of the general fund constitut-
2545 ing the trust estate, in such amounts and at such times as the Administrators in
2546 their sole discretion shall determine, for the following purposes: (a) to the Grantor
2547 for the purpose of rebuilding and/or making permanent improvements in the event
2548 of the substantial destruction or loss by casualty of the Grantor's Sanctuary and/or
2549 other portions of its building or buildings or other Improved real property, to the ex-
2550 tent that insurance maintained by the Grantor is not sufficient in amount to meet
2551 the costs of such rebuilding and improvements and/or such destruction or loss was
2552 caused by perils not covered by such insurance; (b) as to the principal of any por-
2553 tion of the trust estate held pursuant to a gift which provides that the Administrators
2554 may distribute the principal of such contribution for additional purposes of the trust,
2555 for such additional purposes of the trust as may be authorized by such gift; (c) to
2556 supplement the annual gross unrestricted income which covers both ordinary ex-
2557 penses as defined in Section 6.5.1(c) and payments to the Grantor, as defined in
2558 Section 4.2, up to a total of the greater of \$40,000 or 5% of the average fiscal-year-
2559 end market value of the trust estate for the two previous fiscal years of the trust; or
2560 (d) for any other purpose of the trust upon (i) the affirmative vote of at least 75 per-
2561 cent of those members of the Session of the Grantor then in office, and (ii) the af-
2562 firmative vote of at least 75 percent of those members of the Grantor present and
2563 voting at a special meeting called for such purpose or at an annual meeting as to
2564 which such purpose has been announced as a specified item of business in the no-
2565 tice(s) calling such annual meeting.

2566 **5.0 AMENDMENT AND TERMINATION**

2567 5.1 The trust and this agreement may be amended as follows:

2568 5.1.1 The Administrators may at any time amend Section 4.2 of this Agreement (which re-
2569 lates to distribution of net unrestricted income of the trust by the Administrators) in any manner which
2570 they may determine; provided, however, that any such amendment shall provide that distributions of
2571 net unrestricted income, to the extent made under any circumstances, may be made only for the uses
2572 and purposes set forth in Section I of this Agreement, and further provided that any such amendment
2573 shall be effective only upon approval by the affirmative vote of a majority of the members of the Ses-
2574 sion of the Grantor present and voting at a meeting of the Session at which such amendment is pre-
2575 sented for approval. Any such amendment is further subject to the provisions of Section 5.1.3.

2576 5.1.2 Any provision of this Agreement other than Section 4.2 may be amended
2577 only upon (a) the affirmative vote of at least 75 per cent of the members of the
2578 Session of the Grantor then in office, and (b) the affirmative vote of at least 75 per
2579 cent of those members of the Grantor present and voting at a special meeting
2580 called for such purpose or at an annual meeting as to which such purpose has

2581 been announced as a specified item of business in the notice(s) calling such
2582 annual meeting. Any such amendment is further subject to the provisions of
2583 Section 5.1.3.

2584 5.1.3 No amendment to this Agreement shall be made which would cause or per-
2585 mit any part of the assets of the trust to be used or diverted in any manner or for
2586 any purpose contrary to the provisions of Section 501(c)(3) of the Internal Revenue
2587 Code of 1986, as now in effect or later amended. Any such amendment shall be
2588 made by an instrument in writing executed in multiple copies by the Administrators,
2589 with the approval of the Session of the Grantor noted thereon, and an original copy
2590 of each such amendment shall be attached to each original copy of this Agree-
2591 ment.

2592 5.2 The trust shall terminate (a) upon the dissolution of the Grantor; (b) upon (i) the affirmative vote of at
2593 least 75 per cent of the members of the Session of the Grantor then in office, and (ii) the affirmative vote
2594 of at least 75 per cent of those members of the Grantor present and voting at a special meeting called for
2595 such purpose or at an annual meeting as to which such purpose has been announced as a specified item
2596 of business in the notice(s) calling such annual meeting, or; (c) at any time that, in the sole opinion of the
2597 Administrators, the trust estate has been so reduced as to make it uneconomical or otherwise impractical
2598 to continue to hold it in trust.

2599 5.3 In the event of termination of the trust, the Administrators shall, after paying or making provisions for
2600 the payment of all liabilities and other obligations of the trust, distribute all of the assets of the trust exclu-
2601 sively for the purposes of the trust. Except to the extent otherwise required or authorized by the terms
2602 and conditions of any gift received pursuant to Section 2.3 or Section 2.4, if the Grantor is in existence at
2603 the time the trust is terminated, the Administrators shall distribute to the Grantor the principal and accu-
2604 mulated income of the trust exclusively for charitable purposes as defined in Section 1.4; and if the Gran-
2605 tor is not in existence at such time, the Administrators shall distribute the principal and accumulated in-
2606 come of the trust, for such charitable purposes, to such person or persons as the Presbytery of Cincinnati
2607 shall direct.

2608 **6.0 GENERAL PROVISIONS**

2609 6.1 Pursuant to Section 1340.33(A), Ohio Revised Code, it is the express intention of the Grantor (a) that
2610 the provisions of Section 1340.32, Ohio Revised Code, shall not apply to The Knox Presbyterian Church
2611 **Permanent** Endowment Trust, and (b) that the word "income" as used in this Trust Agreement shall be
2612 given the meaning or meanings set forth herein and, to the extent not set forth herein, the meaning given
2613 that term by the law of Ohio prior to the effective date of the Ohio Institutional Trust Funds Act

2614 6.2 The Administrators shall have the following powers and authority in addition to and without limiting
2615 the powers and authority they may have under the laws of any state, and they may exercise such powers
2616 without court order, although such powers shall be subject to the consent of the Presbytery of Cincinnati
2617 when required by the Constitution of The Presbyterian Church (U.S.A.):

2618 6.2.1 To collect, pay and compromise debts and claims in favor of or against the
2619 trust.

2620 6.2.2 To borrow money and to use the assets of the trust as collateral with respect
2621 thereto.

2622 6.2.3 To buy and sell real and personal property, publicly and privately; to give or
2623 acquire options to buy real and personal property for any length of time; to lease
2624 real and personal property for any term irrespective of the duration of administra-
2625 tion of the trust; and to execute and deliver instruments to effectuate such powers
2626 without liability on the part of any purchaser or lessee to see to the application of
2627 the purchase money.

2628 6.2.4 To invest and reinvest the assets of the trust in any manner they deem rea-
2629 sonable and prudent (including lending assets of the trust to the Grantor or to other
2630 persons, upon such terms and for such consideration as such Administrators, in
2631 their sole discretion, shall approve) and, in connection therewith, to retain property
2632 received by them regardless of its character and whether or not it is such as is au-
2633 thorized by law for investment by fiduciaries, for such time as they deem reasona-
2634 ble, and to invest and reinvest the proceeds of the sale of such property in whatev-
2635 er property they deem reasonable.

2636 6.2.5 To exercise and not exercise, as they deem reasonable, rights of ownership
2637 incident to securities that they may hold, including rights to vote, give proxies, and
2638 execute consents.

2639 6.2.6 To hold property in the name of a nominee.

2640 6.3 No person leasing or purchasing property from or lending money to or otherwise dealing with the
2641 trust, and no transfer agent requested to transfer corporate securities to or from the trust, need inquire as
2642 to the purpose of the lease, sale, loan, transfer, or assignment or see to the application of the proceeds,

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and the receipt of the Administrators shall be a complete acquittance and discharge of such person for the amount paid.

6.4 The Administrators are authorized, in their sole discretion, to make any, distribution of the trust estate in cash or in kind, or partly in cash and partly in kind; or to divide any personal property or any real property or interest therein, whether legal or equitable, and the Administrators may make any such distribution or division at such valuations as the Administrators may in good faith establish therefore, and all persons, including the Grantor, shall be bound by the division so made.

6.5 Notwithstanding the authority provided by Section 6.1.4, the Administrators shall preserve and invest the principal of the trust so as to produce such income as is commensurate with reasonable security of the principal.

6.6 The Administrators shall have the following additional powers, exercisable as fiduciaries acting in good faith:

6.6.1 To determine whether money or property coming into their possession shall be treated as principal or income, and to charge or apportion expenses or losses against principal or income, provided that the following allocations shall be made:

a) distributions of capital gains by a regulated investment company, capital gains on the sale of assets and stock dividends in stock of the declaring corporation shall be allocated to principal;

b) rent, interest, accrued increment on bonds issued at a discount, distributions made from ordinary income by a regulated investment company or real estate investment trust and corporate cash dividends other than payments for shares shall be allocated to income;

c) ordinary expenses incurred in connection with the administration, management, or preservation of the trust estate, including attorneys' fees and court costs of any judicial proceeding primarily concerning the income of the trust, shall be charged against income, and;

d) costs of investing and reinvesting principal, expenses for preparation of property for rental or sale, expenses in maintaining or defending any action to construe the trust or to protect it or the trust estate or to assure the title of any trust property, and any tax levied upon gain or other receipts allocated to principal, shall be charged against principal.

6.6.2 In situations deemed appropriate by them, to establish and maintain reasonable reserves for depreciation, depletion, amortization, and obsolescence and, if any portion of the trust estate [which] consists of a wasting asset, to establish and maintain reasonable reserves for such asset.

6.6.3 To amortize or not to amortize premiums and discounts on investments.

6.7 The Administrators are authorized to employ accountants, legal counsel, investment counsel, and such other consultants, agents, or employees as the Administrators may deem advisable with respect to any matter in connection with the administration of the trust. By way of illustration and without limitation, the Administrators may employ agents for the management or sale of any of the assets of the trust, and may execute agency or custodian agreements with any bank or trust company authorized to do business in the State of Ohio. The Administrators may pay such compensation and reimburse such expenses in connection therewith as the Administrators deem reasonable and appropriate under the circumstances.

6.8 The Administrators are authorized to incur ordinary expenses in connection with the administration, management, or preservation of the trust estate, and such expenses shall be paid from the principal or income of the trust estate as provided in Section 6.5.1.

6.9 This trust has been accepted by the Administrators in the State of Ohio, and all questions pertaining to the trust, its validity and the administration thereof, and to the interpretation of this agreement, including all amendments hereto, shall be determined in accordance with the laws of the State of Ohio.

7.0 ADMINISTRATORS

7.1 The Administrators of the trust shall be the regular voting members of the Special Committee on Memorial and Endowment Funds (the "Committee") of the Grantor, appointed by the Session of the Grantor, as such Committee may be constituted at any time and from time to time. If at any time any Administrator ceases to be a regular voting member of such Committee, such person shall cease to be an Administrator hereunder. Any person newly appointed as a regular voting member of such Committee shall immediately become an Administrator hereunder. The Committee shall have six regular voting members, each of whom shall serve a term of four years; such members shall not be subject to removal, except for cause. The term of one member shall expire during each odd-numbered calendar year and the terms of two members shall expire during each even-numbered calendar year. Any vacancy shall be filled by appointment of the Session of the Grantor for the unexpired term. Ex-officio members of the Committee shall not be Administrators of the trust.

7.2 Any successor Administrator shall have each and every right, privilege, power, discretion, authority,

2705 and duty of any original Administrator and shall be subject to the same responsibilities. A successor Ad-
2706 ministrator shall qualify by executing in duplicate a written acceptance of the trusteeship, which shall be
2707 attached to each original copy of this Agreement. No bond shall be required of any Administrator for
2708 serving as such. Each Administrator shall serve without compensation for his or her services hereunder,
2709 but all expenses of this trust or of any Administrator acting hereunder shall be paid by the Administrators
2710 from the trust estate in accordance with Section 6.7.

2711 7.3 The Administrators shall act by the affirmative vote of any three or more Administrators, providing
2712 that such affirmative vote represents a majority of those Administrators present and voting on any issue
2713 properly before them. Any instrument required by this trust to be executed shall be valid if executed in
2714 the name of this trust by two or more Administrators. The Administrators may appoint from among them-
2715 selves a Chairperson, who shall call, shall preside at, and shall conduct meetings of the Administrators,
2716 and a Secretary, who shall cause a record to be kept of all actions of the Administrators.

2717 7.4 Within 60 days following the close of each fiscal year of the trust, the Administrators shall deliver an
2718 annual report to the Session of the Grantor, and the Session of the Grantor may approve such report by a
2719 writing delivered to the Administrators. Such annual report shall be available to all interested persons
2720 and shall show in reasonable detail the current financial condition of the trust including the assets and li-
2721 abilities of the trust, and the transactions of the trust during that fiscal year, including any contributions
2722 and other income received by the trust during that fiscal year, all expenses of the trust for that fiscal year,
2723 all investments and changes in investments made during that fiscal year, and all distributions of income
2724 and principal made during that fiscal year. In the absence of the filing in writing with the Administrators of
2725 exceptions or objections to any such annual report by the Session of the Grantor within 60 days after de-
2726 livery thereof, the Grantor shall be deemed to have approved such annual report; and in such case or up-
2727 on the written approval of the Session of the Grantor of any such annual report, the Administrators shall
2728 be released, relieved, and discharged with respect to all matters and actions set forth or described in
2729 such annual report as though such annual report had been approved as an account by the decree of a
2730 court of competent jurisdiction.

2731 7.5 No person other than the Grantor may require an accounting or bring any action against the Adminis-
2732 trators with respect to this trust. The Administrators may at any time initiate legal action or proceedings
2733 for the settlement of their accounts and, except as otherwise required by law, the only necessary party
2734 defendant to any such action or proceedings shall be the Grantor.
2735

2736 **MISSION PROJECTS ENDOWMENT TRUST AGREEMENT**

2737 *(restated as amended effective July 9, 2000, February 21, 2006 and March 17, 2008)*

2738 This writing sets forth all of the terms of a Trust Agreement made at Cincinnati, Ohio as of the 20th day of
2739 December, 1999 by the Knox Presbyterian Church of Cincinnati, Ohio (the "Grantor"), and Willis A.
2740 LeBourveau, Thomas S. Pieratt, Shirley A. Raut, Charles Schlegel, James H. Scott and Elizabeth B. We-
2741 ber, the initial Trustees of the Trust created herein (the original "Administrators") as of the 9th day of July,
2742 2000, the 21st day of February, 2006 and the 17th day of March, 2008.

2743 **1.0 NAME AND PURPOSE**

2744 1.1 The name of this trust shall be "**THE KNOX PRESBYTERIAN CHURCH MISSION PROJECTS ENDOWMENT**
2745 **TRUST**" and so far as practicable the Administrators shall conduct the activities of the trust in that name.

2746 1.2 The trust is organized and shall be operated for the following purposes:

2747 1.2.1 In general, the trust is organized and shall be operated exclusively for charitable purposes.

2748 No part of the net income of the trust shall inure or shall be payable to or for the benefit of any
2749 private member of the Grantor or other individual, except as incidental to fulfillment of the chari-
2750 table purposes of the Grantor and this trust. No substantial part of the activities of the trust shall
2751 be carrying on propaganda or otherwise attempting to influence legislation. No part of the activi-
2752 ties of the trust shall be participation or intervention (including publishing or distributing state-
2753 ments) in any political campaign on behalf of any candidate for public office. Income or principal
2754 derived from contributions by corporations shall be distributed by the Administrators for use sole-
2755 ly within the United States or its possessions.
2756

2757 1.2.2 Specifically, the trust is organized and shall be operated for the benefit of those affected by
2758 the Grantor's ministry, to ensure the continuation and stability of the Grantor's mission and relat-
2759 ed programs, and to promote and facilitate its ministry. The purposes of the trust are to establish
2760 a permanent endowment fund for the Grantor that will ensure the protection, preservation, pru-
2761 dent investment, and responsible expenditure of funds intended to be used for the purpose of
2762 perpetually carrying out the mission of the Grantor in serving the human need in the Grantor's
2763 congregation, community and world; to encourage contributions of money and other property for
2764 such purpose by donors who wish to be assured that such contributions will not be expended for
2765 current operating or other short-term expenses of the Grantor; and, in addition to contributions
2766 specifically designated by the donor for this trust, to serve as a repository of all memorial gifts

2767 and similar contributions to the Grantor that are designated for inclusion in this trust by action of
2768 the Session of the Grantor. Inasmuch as the Grantor's annual operating budget customarily pro-
2769 vides funds for the Grantor's local mission program and the general mission programs of the
2770 Presbytery, Synod and General Assembly, disbursements from this trust are intended to be di-
2771 rected to mission projects designated by the Session of the Grantor (including those selected by
2772 the Mission and Social Concerns Committee of the Grantor or its successor committee) that are
2773 not included in Grantor's annual operating budget.

2774 1.3 Any payment or distribution from the trust shall be made directly for charitable purposes or to or for
2775 the benefit of an organization that is organized and operated exclusively for charitable purposes, no part of
2776 the net income of which inures or is payable to or for the benefit of any private member, shareholder or
2777 other individual, and no substantial part of the activities of which is carrying on propaganda or otherwise
2778 attempting to influence legislation, and which does not participate or intervene (including publishing or dis-
2779 tributing statements) in any political campaign on behalf of any candidate for public office. It is intended
2780 that any organization to which or for the benefit of which a payment or distribution is made shall have qual-
2781 ified as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue
2782 Code of 1986, as now in effect or later amended.

2783 1.4 The term "charitable purposes" shall be limited to and shall include only religious, charitable, scien-
2784 tific, literary, or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the
2785 Internal Revenue Code of 1986, as now in effect or later amended, which also constitute public charitable
2786 purposes under the laws of trusts of the State of Ohio.

2787 **2.0 TRUST PROPERTY**

2788 2.1 The Grantor has delivered to the Administrators the property shown on Schedule "A" attached to the
2789 original Trust Agreement and made part thereof.

2790 2.2 The Administrators acknowledge receipt of the property shown on Schedule A and agree to receive
2791 contributions of other property which is not subject to any restriction, and which from time to time is deliv-
2792 ered to them by the Grantor or by any other person, in the form of cash or in the form of other property
2793 that is acceptable to them. The Administrators agree to hold all such unrestricted contributions upon the
2794 terms set forth in this Agreement.

2795 2.3 The Administrators may accept contributions that by their terms specify or restrict their uses and
2796 purposes, provided that such uses and purposes as specified or restricted are included within the uses
2797 and purposes set forth in Section I of this Agreement, and may also accept contributions that by their
2798 terms specify or limit the time, manner, amount, or other aspects of distribution. The Administrators may,
2799 however, in their sole discretion, reject any such contribution, whether or not its uses and purposes as
2800 specified or restricted are within the uses and purposes set forth in Section 1 of this Agreement. The
2801 Administrators shall not accept any such specified or restricted contribution if the use of such contribution
2802 according to its terms and restrictions might, in the sole opinion of the Administrators, jeopardize the fed-
2803 eral income tax exemption of the trust pursuant to Section 501(c)(3) of the Internal Revenue Code of
2804 1986, as now in effect or later amended. The Administrators agree to hold any such specified or restrict-
2805 ed contribution accepted by them upon the terms set forth in this Agreement and subject to the terms and
2806 restrictions of such contribution. The Administrators may mingle any such specified or restricted contribu-
2807 tion with other assets of the trust unless otherwise specifically required by the terms and restrictions of
2808 such contribution. If the amount of such specified or restricted contribution at any time exceeds the
2809 amount required to accomplish its purpose, such excess shall be held upon the terms set forth in this
2810 Agreement for the uses and purposes set forth in Section I of this Agreement, unless application of such
2811 excess is otherwise directed by the terms and restrictions of such contribution.

2812 2.4 The Administrators in their sole discretion may accept any contribution that requires or permits the
2813 distribution of the principal of such contribution for the purposes of the trust, whether such distribution is
2814 subject to terms and conditions imposed by the donor or is in the sole discretion of the Administrators.

2815 **3.0 SURRENDER OF RIGHTS BY GRANTOR**

2816 3.1 The trust established under this Agreement is irrevocable, and the Grantor expressly waives and
2817 surrenders permanently all rights and powers to alter, amend, revoke, or terminate this Agreement, ex-
2818 cept to the extent and in the manner provided in Section 5 and Section 6 of this Agreement.

2819 **4.0 DISPOSITIVE PROVISIONS**

2820 4.1 No part of the principal or income of the trust shall at any time be used for or diverted to purposes
2821 other than those set forth in Section I of this Agreement.

2822 4.2 The Administrators shall distribute the net income of the trust from all unspecified and unrestricted
2823 gifts ("net unrestricted income") to the Grantor as hereinafter provided:

2824 4.2.1 The Administrators shall make available for distribution to the Session of the Grantor all of
2825 the net unrestricted income of the trust (less repayment to the trust of any principal and/or inter-
2826 est then due and payable to the trust by the Grantor), at such times and in the manner provided
2827 in Section 4.2.2 of this Agreement, for any use and purpose set forth in Section 1 of this Agree-
2828 ment. All distributions to the Grantor shall be paid to the Treasurer of the Grantor, to be expend-

2829 ed for the purpose or purposes designated by the Mission and Social Concerns Committee of the
2830 Session of the Grantor, in accordance with the authority given to the Treasurer by the Session of
2831 the Grantor.

2832 4.2.2 The fiscal year of the trust shall end on October 31 of each year, or on such other date as
2833 the Administrators may from time to time determine. The net unrestricted income of the trust for
2834 any particular fiscal year, to the extent the Session of the Grantor requests that such income be
2835 distributed to the Grantor, shall be made available to the Grantor from time to time following the
2836 close of such fiscal year of the trust, within the limitations of Section 4.2.3, with the possibility
2837 that such amount can be included in the Grantor's budget for its fiscal year next following and/or
2838 that such funds can actually be available to the Grantor early in its fiscal year for operating pur-
2839 poses.

2840 4.2.3 At the close of the full fiscal year of the trust, any net unrestricted income of the trust which
2841 remains undistributed as provided in Sections 4.2.1 and 4.2.2, or to the extent that the Session of
2842 the Grantor returns unused to the Administrators any portion of such net unrestricted income at
2843 any time, such net unrestricted income shall be held by the Administrators as a separate trust
2844 known as the Accumulated Income Trust. The principal and income of the Accumulated Income
2845 Trust may be distributed to the Grantor by the Administrators, within their sole discretion, at any
2846 time during any fiscal year, for the same uses and purposes provided for distributions of net un-
2847 restricted income of the trust pursuant to Section 4.2.1. In all other respects, the Accumulated In-
2848 come Trust shall be held and administered under the same terms as the trust and all references
2849 in this Agreement to the "trust" shall be construed to apply to the Accumulated Income Trust as
2850 well as to the general fund constituting the trust estate.

2851 4.3 The Administrators shall distribute the net income of the trust from any specified or restricted gift
2852 (which the Administrators accepted pursuant to Section 2.3) as provided in Section 4.2, subject,
2853 however, to the restrictions and pursuant to the specified terms and conditions of such gift.

2854 4.4 The principal of the trust estate shall be held and distributed as follows:

2855 4.4.1 The Administrators shall distribute the principal of any portion of the trust estate as may
2856 be required to be distributed for the purposes of the trust by the terms and conditions of the gift
2857 of such portion, as provided in Section 2.4, pursuant to such terms and conditions.

2858 4.4.2 The Administrators may distribute the principal of any portion of the trust estate which is a
2859 specified or restricted gift (which the Administrators accepted pursuant to Section 2.3), subject to
2860 the restrictions and pursuant to the specified terms and conditions of such gift.

2861 4.4.3 The Administrators may distribute the balance of the general fund constituting the trust es-
2862 tate, in such amounts and at such times as the Administrators in their sole discretion shall de-
2863 termine, for the following purposes: (a) as to the principal of any portion of the trust estate held
2864 pursuant to a gift which provides that the Administrators may distribute the principal of such con-
2865 tribution for additional purposes of the trust, for such additional purposes of the trust as may be
2866 authorized by such gift; (b) to supplement the annual gross unrestricted income which covers
2867 both ordinary expenses as defined in Section 6.5.1(c) and payments under the provisions of Sec-
2868 tion 4.2, up to a total of 5% of the average fiscal-year-end market value of the trust estate for the
2869 two previous fiscal years of the trust; or (c) for any other purpose of the trust upon (i) the affirma-
2870 tive vote of at least 75 percent of those members of the Session of the Grantor then in office, and
2871 (ii) the affirmative vote of at least 75 percent of those members of the Grantor present and voting
2872 at a special meeting called for such purpose or at an annual meeting as to which such purpose
2873 has been announced as a specific item of business in the notice(s) calling such annual meeting.

2874 **5.0 AMENDMENT AND TERMINATION**

2875 5.1 The trust and this Agreement may be amended as follows:

2876 5.1.1 The Administrators may at any time amend Section 4.2 of this Agreement (which relates
2877 to distribution of net unrestricted income of the trust by the Administrators) in any manner which
2878 they may determine; provided, however, that any such amendment shall provide that distribu-
2879 tions of net unrestricted income, to the extent made under any circumstances, may be made only
2880 for the uses and purposes set forth in Section I of this Agreement, and further provided that any
2881 such amendment shall be effective only upon approval by the affirmative vote of a majority of the
2882 members of the Session of the Grantor present and voting at a meeting of the Session at which
2883 such amendment is presented for approval. Any such amendment is further subject to the provi-
2884 sions of Section 5.1.3.

2885 5.1.2 Any provision of this Agreement other than Section 4.2 may be amended only upon (a)
2886 the affirmative vote of at least 75 per cent of the members of the Session of the Grantor then in
2887 office, and (b) the affirmative vote of at least 75 per cent of those members of the Grantor pre-
2888 sent and voting at a special meeting called for such purpose or at an annual meeting as to which
2889 such purpose has been announced as a specific item of business in the notice(s) calling such
2890 annual meeting. Any such amendment is further subject to the provisions of Section 5.1.3.

2891 5.1.3 No amendment to this Agreement shall be made which would cause or permit any part of
2892 the assets of the trust to be used or diverted in any manner or for any purpose contrary to the
2893 provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later
2894 amended. Any such amendment shall be made by an instrument in writing executed in multiple
2895 copies by the Administrators, with the approval of the Session of the Grantor noted thereon, and
2896 an original copy of each such amendment shall be attached to each original copy of this Agree-
2897 ment.

2898 5.2 The trust shall terminate (a) upon the dissolution of the Grantor; (b) upon (i) the affirmative vote of at
2899 least 75 per cent of the members of the Session of the Grantor then in office, and (ii) the affirmative vote
2900 of at least 75 per cent of those members of the Grantor present and voting at a special meeting called for
2901 such purpose or at an annual meeting as to which such purpose has been announced as a specific item
2902 of business in the notice(s) calling such annual meeting; or (c) at any time that, in the sole opinion of the
2903 Administrators, the trust estate has been so reduced as to make it uneconomical or otherwise impractical
2904 to continue to hold it in trust.

2905 5.3 In the event of termination of the trust, the Administrators shall, after paying or making provisions for
2906 the payment of all liabilities and other obligations of the trust, distribute all of the assets of the trust exclu-
2907 sively for the purposes of the trust. Except to the extent otherwise required or authorized by the terms
2908 and conditions of any gift received pursuant to Section 2.3 or Section 2.4, if the Grantor is in existence at
2909 the time the trust is terminated, the Administrators shall distribute to the Grantor the principal and accu-
2910 mulated income of the trust exclusively for charitable purposes as defined in Section 1.4; and if the Gran-
2911 tor is not in existence at such time, the Administrators shall distribute the principal and accumulated in-
2912 come of the trust, for such charitable purposes, to such person or persons as the Presbytery of Cincinnati
2913 shall direct.

2914 **6.0 GENERAL PROVISIONS**

2915 6.1 Pursuant to Section 1340.33(A), Ohio Revised Code, it is the express intention of the Grantor (a) that
2916 the provisions of Section 1340.32, Ohio Revised Code, shall not apply to The Knox Presbyterian Church
2917 **Mission Projects** Endowment Trust, and (b) that the word "income" as used in this Trust Agreement
2918 shall be given the meaning or meanings set forth herein and, to the extent not set forth herein, the mean-
2919 ing given that term by the law of Ohio prior to the effective date of the Ohio Institutional Trust Funds Act

2920 6.2 The Administrators shall have the following powers and authority in addition to and without limiting
2921 the powers and authority they may have under the laws of any state, and they may exercise such powers
2922 without court order, although such powers shall be subject to the consent of the Presbytery of Cincinnati
2923 when required by the Constitution of The Presbyterian Church (U.S.A.):

2924 6.2.1 To collect, pay and compromise debts and claims in favor of or against the
2925 trust.

2926 6.2.2 To borrow money and to use the assets of the trust as collateral with respect
2927 thereto.

2928 6.2.3 To buy and sell real and personal property, publicly and privately; to give or
2929 acquire options to buy real and personal property for any length of time; to lease
2930 real and personal property for any term irrespective of the duration of administra-
2931 tion of the trust; and to execute and deliver instruments to effectuate such powers
2932 without liability on the part of any purchaser or lessee to see to the application of
2933 the purchase money.

2934 6.2.4 To invest and reinvest the assets of the trust in any manner they deem rea-
2935 sonable and prudent (including lending assets of the trust to the Grantor or to other
2936 persons, upon such terms and for such consideration as such Administrators, in
2937 their sole discretion, shall approve) and, in connection therewith, to retain property
2938 received by them regardless of its character and whether or not it is such as is au-
2939 thorized by law for investment by fiduciaries, for such time as they deem reasona-
2940 ble, and to invest and reinvest the proceeds of the sale of such property in whatev-
2941 er property they deem reasonable.

2942 6.2.5 To exercise and not exercise, as they deem reasonable, rights of ownership
2943 incident to securities that they may hold, including rights to vote, give proxies, and
2944 execute consents

2945 6.2.6 To hold property in the name of a nominee.

2946 6.3 No person leasing or purchasing property from or lending money to or otherwise dealing with the
2947 trust, and no transfer agent requested to transfer corporate securities to or from the trust, need inquire as
2948 to the purpose of the lease, sale, loan, transfer, or assignment or see to the application of the proceeds,
2949 and the receipt of the Administrators shall be a complete acquittance and discharge of such person for
2950 the amount paid.

2951 6.4 The Administrators are authorized, in their sole discretion, to make any, distribution of the trust estate
2952 in cash or in kind, or partly in cash and partly in kind; or to divide any personal property or any real prop-

erty or interest therein, whether legal or equitable, and the Administrators may make any such distribution or division at such valuations as the Administrators may in good faith establish therefore, and all persons, including the Grantor, shall be bound by the division so made.

6.5 Notwithstanding the authority provided by Section 6.1.4, the Administrators shall preserve and invest the principal of the trust so as to produce such income as is commensurate with reasonable security of the principal.

6.6 The Administrators shall have the following additional powers, exercisable as fiduciaries acting in good faith:

6.6.1 To determine whether money or property coming into their possession shall be treated as principal or income, and to charge or apportion expenses or losses against principal or income, provided that the following allocations shall be made:

a) distributions of capital gains by a regulated investment company, capital gains on the sale of assets and stock dividends in stock of the declaring corporation shall be allocated to principal;

b) rent, interest, accrued increment on bonds issued at a discount, distributions made from ordinary income by a regulated investment company or real estate investment trust and corporate cash dividends other than payments for shares shall be allocated to income;

c) ordinary expenses incurred in connection with the administration, management, or preservation of the trust estate, including attorneys' fees and court costs of any judicial proceeding primarily concerning the income of the trust, shall be charged against income, and;

d) costs of investing and reinvesting principal, expenses for preparation of property for rental or sale, expenses in maintaining or defending any action to construe the trust or to protect it or the trust estate or to assure the title of any trust property, and any tax levied upon gain or other receipts allocated to principal, shall be charged against principal.

6.6.2 In situations deemed appropriate by them, to establish and maintain reasonable reserves for depreciation, depletion, amortization, and obsolescence and, if any portion of the trust estate [which] consists of a wasting asset, to establish and maintain reasonable reserves for such asset.

6.6.3 To amortize or not to amortize premiums and discounts on investments.

6.7 The Administrators are authorized to employ accountants, legal counsel, investment counsel, and such other consultants, agents, or employees as the Administrators may deem advisable with respect to any matter in connection with the administration of the trust. By way of illustration and without limitation, the Administrators may employ agents for the management or sale of any of the assets of the trust, and may execute agency or custodian agreements with any bank or trust company authorized to do business in the State of Ohio. The Administrators may pay such compensation and reimburse such expenses in connection therewith as the Administrators deem reasonable and appropriate under the circumstances.

6.8 The Administrators are authorized to incur ordinary expenses in connection with the administration, management, or preservation of the trust estate, and such expenses shall be paid from the principal or income of the trust estate as provided in Section 6.5.1.

6.9 This trust has been accepted by the Administrators in the State of Ohio, and all questions pertaining to the trust, its validity and the administration thereof, and to the interpretation of this agreement, including all amendments hereto, shall be determined in accordance with the laws of the State of Ohio.

7.0 ADMINISTRATORS

7.1 The Administrators of the trust shall be the regular voting members of the Special Committee on Memorial and Endowment Funds (the "Committee") of the Grantor, appointed by the Session of the Grantor, as such Committee may be constituted at any time and from time to time. If at any time any Administrator, including any original Administrator, ceases to be a regular voting member of such Committee, such person shall cease to be an Administrator hereunder. Any person newly appointed as a regular voting member of such Committee shall immediately become an Administrator hereunder. The Committee shall have six regular voting members, each of whom shall serve a term of four years, and such members shall not be subject to removal, except for cause. The term of one member shall expire during each odd-numbered calendar year, and the terms of two members shall expire during each even-numbered calendar year. Any vacancy shall be filled by appointment of the Session of the Grantor for the unexpired term. Ex-officio members of the Committee shall not be Administrators of the trust.

7.2 Any successor Administrator shall have each and every right, privilege, power, discretion, authority, and duty of any original Administrator and shall be subject to the same responsibilities. A successor Administrator shall qualify by executing in duplicate a written acceptance of the trusteeship, which shall be attached to each original copy of this Agreement. No bond shall be required of any Administrator for serving as such. Each Administrator shall serve without compensation for his or her services hereunder,

3015 but all expenses of this trust or of any Administrator acting hereunder shall be paid by the Administrators
3016 from the trust estate in accordance with Section 6.7.

3017 7.3 The Administrators shall act by the affirmative vote of any three or more Administrators, providing
3018 that such affirmative vote represents a majority of those Administrators present and voting on any issue
3019 properly before them. Any instrument required by this trust to be executed shall be valid if executed in
3020 the name of this trust by two or more Administrators. The Administrators may appoint from among them-
3021 selves a Chairperson, who shall call, shall preside at, and shall conduct meetings of the Administrators,
3022 and a Secretary, who shall cause a record to be kept of all actions of the Administrators.

3023 7.4 Within 60 days following the close of each fiscal year of the trust, the Administrators shall deliver an
3024 annual report to the Session of the Grantor, and the Session of the Grantor may approve such report by a
3025 writing delivered to the Administrators. Such annual report shall be available to all interested persons
3026 and shall show in reasonable detail the current financial condition of the trust, including the assets and li-
3027 abilities of the trust, and the transactions of the trust during that fiscal year, including any contributions
3028 and other income received by the trust during that fiscal year, all expenses of the trust for that fiscal year,
3029 all investments and changes in investments made during that fiscal year, and all distributions of income
3030 and principal made during that fiscal year. In the absence of the filing in writing with the Administrators of
3031 exceptions or objections to any such annual report by the Session of the Grantor within 60 days after de-
3032 livery thereof, the Grantor shall be deemed to have approved such annual report, and in such case or up-
3033 on the written approval of the Session of the Grantor of any such annual report, the Administrators shall
3034 be released, relieved, and discharged with respect to all matters and actions set forth or described in
3035 such annual report as though such annual report had been approved as an account by the decree of a
3036 court of competent jurisdiction.

3037 7.5 No person other than the Grantor may require an accounting or bring any action against the Admin-
3038 istrators with respect to this trust. The Administrators may at any time initiate legal action or proceedings
3039 for the settlement of their accounts and, except as otherwise required by law, the only necessary party
3040 defendant to any such action or proceedings shall be the Grantor.

3041 IN WITNESS WHEREOF, the Grantor and the Administrators have executed multiple copies hereof, each
3042 of which shall be deemed an original, as of the 20th day of December, 1999.
3043

3044 DAVID SCOTT MOONEY FUND FOR TROUBLED YOUTH

3045 This writing sets forth all of the terms of a Trust Agreement made at Cincinnati, Ohio as of the 20th day of No-
3046 vember, 2000 by Knox Presbyterian Church of Cincinnati, Ohio (the "Grantor"), and Willis A. LeBourveau, Ruth R.
3047 Longenecker, Thomas S. Pieratt, Shirley A. Raut, Charles Schlegel and James H. Scott, the initial Trustees of the
3048 Trust created herein (the original "Administrators") as of the 8th day of November, 2000.

3049 **1.0 NAME AND PURPOSE**

3050 1.1 The name of this trust shall be "*THE DAVID SCOTT MOONEY FUND FOR TROUBLED YOUTH*" and so far
3051 as practicable the Administrators shall conduct the activities of the Trust in that name.

3052 1.2 The trust is organized and shall be operated for the following purposes:
3053

3054 1.2.1 In general, the trust is organized and shall be operated exclusively for charitable purposes. No part
3055 of the net income of the trust shall inure or shall be payable to or for the benefit of any private member of
3056 the Grantor or other individual, except as incidental to fulfillment of the charitable purposes of the Grantor
3057 and this trust. No substantial part of the activities of the trust shall be carrying on propaganda or other-
3058 wise attempting to influence legislation. No part of the activities of the trust shall be participation or inter-
3059 vention (including publishing or distributing statements) in any political campaign on behalf of any candi-
3060 date for public office. Income or principal derived from contributions by corporations shall be distributed
3061 by the Administrators for use solely within the United States or its possessions.

3062 1.2.2 Specifically, the trust is organized and shall be operated for the benefit of troubled youth in the Tri-
3063 State area of Ohio, Indiana and Kentucky, to ensure the continuation and stability of that ministry and re-
3064 lated programs, and to promote and facilitate the ministry of the Grantors. The purposes of the trust are to
3065 establish a permanent endowment fund for the Grantor that will ensure the protection, preservation, pru-
3066 dent investment, and responsible expenditure of funds intended to be used for the purpose of perpetually
3067 carrying out the mission of the Grantor in serving the needs of troubled youth; and to encourage contribu-
3068 tions of money and other property for such purpose by donors; and, in addition to contributions specifical-
3069 ly designated by the donor for this trust, to serve as a repository of all memorial gifts and similar contribu-
3070 tions to the Grantor that are designated for inclusion in this trust by action of the Session of the Grantor.
3071 Inasmuch as the Grantor's annual operating budget customarily provides funds for the Grantor's local
3072 mission program and the general mission programs of the Presbytery, Synod and General Assembly,
3073 disbursements from this trust are intended to be directed to provide direct support (not capital improve-
3074 ments) to troubled youth through grants to agencies with this mission as designated by the Session of the
3075 Grantor (including those selected by the Mission and Social Concerns Committee of the Grantor or its

3076 successor committee).

3077 1.3 Any payment or distribution from the trust shall be made directly for charitable purposes or to or for the benefit
3078 of an organization that is organized and operated exclusively for charitable purposes, no part of the net income of
3079 which inures or is payable to or for the benefit of any private member, shareholder or other individual, and no sub-
3080 stantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation,
3081 and which does not participate or intervene (including publishing or distributing statements) in any political cam-
3082 paign on behalf of any candidate for public office. It is intended that any organization to which or for the benefit of
3083 which a payment or distribution is made shall have qualified as an organization exempt from federal income tax
3084 under Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later amended.

3085 1.4 The term "charitable purposes" shall be limited to and shall include only religious, charitable, scientific, literary,
3086 or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue
3087 Code of 1986, as now in effect or later amended, which also constitute public charitable purposes under the laws
3088 of trusts of the State of Ohio.

3089 **2.0 TRUST PROPERTY**

3090 2.1 The Administrators agree to receive contributions of property that is not subject to any restriction, and that
3091 from time to time is delivered to them by the Grantor or by any other person, in the form of cash or in the form of
3092 other property that is acceptable to them. The Administrators agree to hold all such unrestricted contributions up-
3093 on the terms set forth in this Agreement

3094 2.2 The Administrators may accept contributions that by their terms specify or restrict their uses and purposes,
3095 provided that such uses and purposes as specified or restricted are included within the uses and purposes set
3096 forth in Section 1.0 of this Agreement and may also accept contributions that by their terms specify or limit the
3097 time, manner, amount or other aspects of distribution. The Administrators may, however, in their sole discretion,
3098 reject any such contribution, whether or not its uses and purposes as specified or restricted are within the uses
3099 and purposes set forth in Section 1.0 of this Agreement. The Administrators shall not accept any such specified or
3100 restricted contribution if the use of such contribution according to its terms and restrictions might, in the sole opin-
3101 ion of the Administrators, jeopardize the federal income tax exemption of the trust pursuant to Section 501(c)(3)
3102 of the Internal Revenue Code of 1986, as now in effect or later amended. The Administrators agree to hold any such
3103 specified or restricted contribution accepted by them upon the terms set forth in this Agreement and subject to the
3104 terms and restrictions of such contribution. The Administrators may mingle any such specified or restricted contri-
3105 bution with other assets of the trust unless otherwise specifically required by the terms and restrictions of such
3106 contribution. If the amount of such specified or restricted contribution at any time exceeds the amount required to
3107 accomplish its purpose, such excess shall be held upon the terms set forth in this Agreement for the uses and
3108 purposes set forth in Section 1.0 of this Agreement, unless application of such excess is otherwise directed by the
3109 terms and restrictions of such contribution.

3110 2.3 The Administrators in their sole discretion may accept any contribution that requires or permits the distribution
3111 of the principal of such contribution for the purposes of the trust, whether such distribution is subject to terms and
3112 conditions imposed by the donor or is in the sole discretion of the Administrators.

3113 **3.0 SURRENDER OF RIGHTS BY GRANTOR**

3114 3.1 The trust established under this Agreement is irrevocable, and the Grantor expressly waives and surrenders
3115 permanently all rights and powers to alter, amend, revoke, or terminate this Agreement, except to the extent and
3116 in the manner provided in Section 5.0 and Section 6.0 of this Agreement.

3117 **4.0 DISPOSITIVE PROVISIONS**

3118 4.1 No part of the principal or income of the trust shall at any time be used for or diverted to purposes other than
3119 those set forth in Section 1.0 of this Agreement.

3120 4.2 The Administrators shall make distributions from all unspecified and unrestricted gifts to the Grantor as here-
3121 inafter provided:

3122 4.2.1 During the initial five (5) years of this agreement (2000-2005) or until the principal of the Fund
3123 reaches \$100,000, if this comes before five (5) years, the Administrators shall make distributions to the
3124 Session of the Grantor \$1,000 per annum, at such times and in the manner provided in Section 4.2.3. of
3125 this Agreement for any use and purpose set forth in Section 1.0 of this Agreement. All distributions to the
3126 Grantor shall be paid to the Treasurer of the Grantor, to be expended as provided for in Section 1.2.2., in
3127 accordance with the authority given to the Treasurer by the Session of the Grantor.

3128 4.2.2 In the year following growth of the principal of the Fund to \$100,000, valued at the last day of the
3129 previous fiscal year, or in the sixth year of the existence of the Fund (2006), whichever comes first, and in
3130 each year thereafter, the annual distribution to the Grantor shall be 5% of the average fiscal-year end
3131 market value of the Fund for the two previous fiscal years.

3132 4.2.3 The fiscal year of the trust shall end on October 31 of each year, or on such other date as the Ad-
3133 ministrators may from time to time determine. The distributions from the trust for any particular fiscal
3134 year, under normal circumstances shall be made available to the Grantor within 90 days following the
3135 close of such fiscal year of the trust with the expectation that such amount can be distributed during the
3136 Grantor's fiscal year next following.

3137 4.2.4 In any given year, when the Mission and Social Concerns Committee is unable to determine a more

3138 worthy recipient of a grant, the grant shall be made to the Tri-State Drug Rehabilitation and Counseling
3139 Program, Inc. ("Kids Helping Kids") or its successor.

3140 4.3 The Administrators shall make distributions from any specified or restricted gift (which the Administrators ac-
3141 cepted pursuant to Section 2.2) as provided in Section 4.2, subject however, to the restrictions and pursuant to
3142 the specified terms and conditions of such gift.

3143 4.4 The principal of the trust estate shall be held and distributed as follows:

3144 4.4.1 The Administrators shall distribute the principal or any portion of the trust estate as may be required
3145 to be distributed for the purposes of the trust by the terms and conditions of the gift of such portion, as
3146 provided in Section 2.3, pursuant to such terms and conditions.

3147 4.4.2 The Administrators may distribute the principal or any portion of the trust estate which is a specified
3148 or restricted gift (which the Administrators accepted pursuant to Section 2.2), subject to the restrictions
3149 and pursuant to the specified terms and conditions of such gift.

3150 **5.0 AMENDMENT AND TERMINATION**

3151 5.1 The trust and this Agreement may be amended as follows:

3152 5.1.1 The Administrators may at any time amend Sections 4.2.2, 4.2.3 and 4.2.4 of this Agreement (which
3153 relate to distributions from the Trust) in any manner which they may determine; provided, however, that
3154 any such amendment shall provide that such distributions may be made only for the purpose set forth in
3155 Section 1.0 of this Agreement, and further provided that any such amendment shall be effective only up-
3156 on approval by the affirmative vote of a majority of the members of the Session of the Grantor present
3157 and voting at a meeting of the Session at which such amendment is presented for approval.

3158 5.1.2 No amendment to this Agreement shall be made which would cause or permit any part of the as-
3159 sets of the trust to be used or diverted in any manner or for any purpose contrary to the provisions of Sec-
3160 tion 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later amended. Any such
3161 amendment shall be made by an instrument in writing executed in multiple copies by the Administrators,
3162 with the approval of the Session of the Grantor noted thereon, and an original copy of each such amend-
3163 ment shall be attached to each original copy of this Agreement.

3164 5.2 The trust shall terminate (a) upon the dissolution of the Grantor, (b) upon (i) the affirmative vote of at least 75
3165 per cent of the members of the Session of the Grantor then in office, and (ii) the affirmative vote of at least 75 per
3166 cent of those members of the Grantor present and voting at a special meeting called for such purpose or at an
3167 annual meeting as to which such purpose has been announced as a specific item of business in the notice(s) call-
3168 ing such annual meeting; or (c) at any time that in the sole opinion of the Administrators, the trust estate has been
3169 so reduced as to make it uneconomical or otherwise impractical to continue to hold it in trust

3170 5.3 In the event of termination of the trust, the Administrators shall, after paying or making provisions for the pay-
3171 ment of all liabilities and other obligations of the trust, distribute all of the assets of the trust exclusively for the
3172 purposes of the trust, except to the extent otherwise required or authorized by the terms and conditions of any gift
3173 received pursuant to Section 2.2 or Section 2.3. If the Grantor is in existence at the time the trust is terminated,
3174 the Administrators shall distribute to the Grantor the principal and accumulated income of the trust exclusively for
3175 charitable purposes as defined in Section 1.4; and if the Grantor is not in existence at such time, the Administra-
3176 tors shall distribute the principal and accumulated income of the trust, for such charitable purposes, to such per-
3177 son or persons as the Presbytery of Cincinnati shall direct.

3178 **6.0 GENERAL PROVISIONS**

3179 6.1 Pursuant to Section 1340.33(A), Ohio Revised Code, it is the express intention of the Grantor (a) that the
3180 provisions of Section 1340.32, Ohio Revised Code, shall not apply to this Trust and (b) that the word "income" as
3181 used in this Trust Agreement shall be given the meaning or meanings set forth herein and, to the extent not set
3182 forth herein, the meaning given that term by the law of Ohio prior to the effective date of the Ohio Institutional
3183 Trust Funds Act.

3184 6.2 The Administrators shall have the following powers and authority in addition to and without limiting the powers
3185 and authority they may have under the laws of any state, and they may exercise such powers without court order,
3186 although such powers shall be subject to the consent of the Presbytery of Cincinnati when required by the Consti-
3187 tution of The Presbyterian Church (U.S.A.):

3188 6.2.1 To collect, pay and compromise debts and claims in favor of or against the trust.

3189 6.2.2 To borrow money and to use the assets of the trust as collateral with respect thereto.

3190 6.2.3 To buy and sell real and personal property, publicly and privately; to give or acquire options to buy
3191 real and personal property for any length of time; to lease real and personal property for any term irre-
3192 spective of the duration of administration of the trust and to execute and deliver instruments to effectuate
3193 such powers without liability on the part of any purchaser or lessee to see to the application of the pur-
3194 chase money.

3195 6.2.4 To invest and reinvest the assets of the trust in any manner they deem reasonable and prudent (in-
3196 cluding lending assets of the trust to the Grantor or to other persons, upon such terms and for such con-
3197 sideration as such Administrators, in their sole discretion, shall approve) and, in connection therewith, to
3198 retain property received by them regardless of its character and whether or not it is such as is authorized
3199 by law for investment by fiduciaries, for such time as they deem reasonable, and to invest and reinvest

3200 the proceeds of the sale of such property in whatever property they deem reasonable.
3201 6.2.5 To exercise and not exercise, as they deem reasonable, rights of ownership incident to securities
3202 that they may hold, including rights to vote, give proxies, and execute consents.
3203 6.2.6 To hold property in the name of a nominee.

3204 6.3 No person leasing or purchasing property from or lending money to or otherwise dealing with the trust and no
3205 transfer agent requested to transfer corporate securities to or from the trust need inquire as to the purpose of the
3206 lease, sale, loan, transfer, or assignment or see to the application of the proceeds, and the receipt of the Adminis-
3207 trators shall be a complete acquittance and discharge of such person for the amount paid.

3208 6.4 The Administrators are authorized, in their sole discretion, to make any, distribution of the trust estate in cash
3209 or in kind, or partly in cash and partly in kind; or to divide any personal property or any real property or interest
3210 therein, whether legal or equitable, and the Administrators may make any such distribution or division at such val-
3211 uations as the Administrators may in good faith establish therefore, and all persons, including the Grantor, shall
3212 be bound by the division so made.

3213 6.5 Notwithstanding the authority provided by Section 6.1.4, the Administrators shall preserve and invest the
3214 principal of the trust so as to produce such income as is commensurate with reasonable security of the principal.

3215 6.6 The Administrators shall have the following additional powers, exercisable as fiduciaries acting in good faith:
3216 6.6.1 To determine whether money or property coming into their possession shall be treated as principal
3217 or income, and to charge or apportion expenses or losses against principal or income, provided that the
3218 following allocations shall be made:
3219 a) distributions of capital gains by a regulated investment company, capital
3220 gains on the sale of assets and stock dividends in stock of the declaring corpo-
3221 ration shall be allocated to principal;
3222 b) rent, interest, accrued increment on bonds issued at a discount distributions
3223 made from ordinary income by a regulated investment company or real estate
3224 investment trust and corporate cash dividends other than payments for shares
3225 shall be allocated to income;
3226 c) ordinary expenses incurred in connection with the administration, manage-
3227 ment or preservation of the trust estate, including attorneys' fees and court
3228 costs of any judicial proceeding primarily concerning the income of the trust,
3229 shall be charged against income, and;
3230 d) costs of investing and reinvesting principal, expenses for preparation of
3231 property for rental or sale, expenses in maintaining or defending any action to
3232 construe the trust or to protect it or the trust estate or to assure the Ube of any
3233 trust property, and any tax levied upon gain or other receipts allocated to prin-
3234 cipal, shall be charged against principal.

3235 6.6.2 In situations deemed appropriate by them, to establish and maintain reasonable reserves for depre-
3236 ciation, depletion, amortization, and obsolescence and, if any portion of the trust estate consists of a
3237 wasting asset, to establish and maintain reasonable reserves for such asset

3238 6.6.3 To amortize or not to amortize premiums and discounts on investments.

3239 6.7 The Administrators are authorized to employ accountants, legal counsel, investment counsel, and such other
3240 consultants, agents, or employees as the Administrators may deem advisable with respect to any matter in con-
3241 nection with the administration of the trust. By way of illustration and without limitation, the Administrators may
3242 employ agents for the management or sale of any of the assets of the trust, and may execute agency or custodian
3243 agreements with any bank or trust company authorized to do business in the State of Ohio. The Administrators
3244 may pay such compensation and reimburse such expenses in connection therewith as the Administrators deem
3245 reasonable and appropriate under the circumstances.

3246 6.8 The Administrators are authorized to incur ordinary expenses in connection with the administration, manage-
3247 ment, or preservation of the trust estate, and such expenses shall be paid from the principal or income of the trust
3248 estate as provided in Section 6.6.1.

3249 6.9 This trust has been accepted by the Administrators in the State of Ohio, and all questions pertaining to the
3250 trust, its validity and the administration thereof, and to the interpretation of this agreement including all amend-
3251 ments hereto, shall be determined in accordance with the laws of the State of Ohio.

3252 **7.0 ADMINISTRATORS**

3253 7.1 The Administrators of the trust shall be the regular voting members of the Special Committee on Memorial and
3254 Endowment Funds (the "Committee") of the Grantor, appointed by the Session of the Grantor, as such Committee
3255 may be constituted at any time and from time to time. If at any time any Administrator, including any original Ad-
3256 ministrator, ceases to be a regular voting member of such Committee, such person shall cease to be an Adminis-
3257 trator hereunder. Any person newly appointed as a regular voting member of such Committee shall immediately
3258 become an Administrator hereunder. The Committee shall have six regular voting members, each of whom shall
3259 serve a term of four years, and such members shall not be subject to removal, except for cause. The term of one
3260 member shall expire during each odd-numbered calendar year, and the terms of two members shall expire during
3261 each even-numbered calendar year. Any vacancy shall be filled by appointment of the Session of the Grantor for

3262 the unexpired term. Ex-officio members of the Committee shall not be Administrators of the trust.

3263 7.2 Any successor Administrator shall have each and every right, privilege, power, discretion, authority, and duty
3264 of any original Administrator and shall be subject to the same responsibilities. A successor Administrator shall
3265 qualify by executing in duplicate a written acceptance of the trusteeship, which shall be attached to each original
3266 copy of this Agreement. No bond shall be required of any Administrator for serving as such. Each Administrator
3267 shall serve without compensation for his or her services hereunder, but all expenses of this trust or of any Admin-
3268 istrator acting hereunder shall be paid by the Administrators from the trust estate in accordance with Section 6.7.

3269 7.3 The Administrators shall act by the affirmative vote of any three or more Administrators, providing that such
3270 affirmative vote represents a majority of those Administrators present and voting on any issue properly before
3271 them. Any instrument required by this trust to be executed shall be valid if executed in the name of this trust by
3272 two or more Administrators. The Administrators may appoint from among themselves a Chairperson, who shall
3273 call, shall preside at, and shall conduct meetings of the Administrators, and a Secretary, who shall cause a record
3274 to be kept of all actions of the Administrators.

3275 7.4 Within 60 days following the close of each fiscal year of the trust, the Administrators shall deliver an annual
3276 report to the Session of the Grantor, and the Session of the Grantor may approve such report by a writing deliv-
3277 ered to the Administrators. Such annual report shall be available to all interested persons and shall show in rea-
3278 sonable detail the current financial condition of the trust, including the assets and liabilities of the trust, and the
3279 transactions of the trust during that fiscal year, including any contributions and other income received by the trust
3280 during that fiscal year, all expenses of the trust for that fiscal year, all investments and changes in investments
3281 made during that fiscal year, and all distributions of income and principal made during that fiscal year. In the ab-
3282 sence of the filing in writing with the Administrators of exceptions or objections to any such annual report by the
3283 Session of the Grantor within 60 days after delivery thereof, the Grantor shall be deemed to have approved such
3284 annual report, and in such case or upon the written approval of the Session of the Grantor of any such annual re-
3285 port, the Administrators shall be released, relieved, and discharged with respect to all matters and actions set
3286 forth or described in such annual report as though such annual report had been approved as an account by the
3287 decree of a court of competent jurisdiction.

3288 7.5 No person other than the Grantor may require an accounting or bring any action against the Administrators
3289 with respect to this trust. The Administrators may at any time initiate legal action or proceedings for the settlement
3290 of their accounts and, except as otherwise required by law, the only necessary party defendant to any such action
3291 or proceedings shall be the Grantor.

3292 IN WITNESS WHEREOF, the Grantor and the Administrators have executed multiple copies hereof, each of
3293 which shall be deemed an original, as of the 20th day of November, 2000.
3294

3295 **THE BARBARA YORK FUND FOR CHRISTIAN EDUCATION**

3296 **TRUST AGREEMENT**

3297 This writing sets forth all of the terms of a Trust Agreement made at Cincinnati, Ohio as of the 30th day of March,
3298 2012 by the Knox Presbyterian Church of Cincinnati, Ohio (the "Grantor"), and Robert T. Blanchard, Katherine C.
3299 Morgan, Katherine Gottschlich, Robert W. Bartlett, Madeleine Ludlow, and William Dolle, the initial Trustees of the
3300 Trust created herein (the original "Administrators").

3301 **1.0 NAME AND PURPOSE**

3302 1.1 The name of this trust shall be "***The Barbara York Fund for Christian Education***" and so far as practicable
3303 the Administrators shall conduct the activities of the trust in that name.

3304 The trust is organized and shall be operated for the following purposes:

3305 1.2.1 In general, the trust is organized and shall be operated exclusively for charitable
3306 purposes. No part of the net income of the trust shall inure or shall be payable to or for the benefit
3307 of any private member of the Grantor or other individual, except as incidental to fulfillment of the
3308 charitable purposes of the Grantor and this trust. No substantial part of the activities of the trust
3309 shall be carrying on propaganda or otherwise attempting to influence legislation. No part of the ac-
3310 tivities of the trust shall be participation or intervention (including publishing or distributing state-
3311 ments) in any political campaign on behalf of any candidate for public office. Income or principal
3312 derived from contributions by corporations shall be distributed by the Administrators for use solely
3313 within the United States or its possessions.

3314 1.2.2 The purposes of the trust are to establish a permanent endowment fund for the Grantor
3315 that will ensure the protection, preservation, prudent investment, and responsible expenditure of
3316 funds intended to Support, Enrich and Recognize the Sunday School Teachers of Knox Church, to
3317 encourage contributions of money and other property for such purpose by donors who wish to be
3318 assured that such contributions will not be expended for current operating or other short-term ex-
3319 penses of the Grantor; and, in addition to contributions specifically designated by the donor for this
3320 trust, to serve as a repository of all memorial gifts and similar contributions to the Grantor that are
3321 designated for inclusion in this trust by action of the Session of the Grantor. Distributions from this
3322 fund shall be approved by the Christian Education Committee of the Session.

3323 1.3 Any payment or distribution from the trust shall be made directly for charitable purposes or to or for the
3324 benefit of an organization that is organized and operated exclusively for charitable purposes, no part of the net
3325 income of which inures or is payable to or for the benefit of any private member, shareholder or other individual,
3326 and no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence
3327 legislation, and which does not participate or intervene (including publishing or distributing statements) in any po-
3328 litical campaign on behalf of any candidate for public office. It is intended that any organization to which or for the
3329 benefit of which a payment or distribution is made shall have qualified as an organization exempt from federal in-
3330 come tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later amended.

3331 1.4 The term "charitable purposes" shall be limited to and shall include only religious, charitable, scientific,
3332 literary, or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Internal
3333 Revenue Code of 1986, as now in effect or later amended, which also constitute public charitable purposes under
3334 the laws of trusts of the State of Ohio.

3335 **2.0 TRUST PROPERTY**

3336 2.1 The Grantor has delivered to the Administrators the property shown on Schedule "A" attached to the original
3337 Trust Agreement and made part thereof.

3338 2.2 The Administrators acknowledge receipt of the property shown on Schedule A and agree to receive contribu-
3339 tions of other property which is not subject to any restriction, and which from time to time is delivered to them by
3340 the Grantor or by any other person, in the form of cash or in the form of other property that is acceptable to them.
3341 The Administrators agree to hold all such unrestricted contributions upon the terms set forth in this Agreement.

3342 2.3 The Administrators may accept contributions that by their terms specify or restrict their uses and
3343 purposes, provided that such uses and purposes as specified or restricted are included within the uses and pur-
3344 poses set forth in Section I of this Agreement, and may also accept contributions that by their terms specify or
3345 limit the time, manner, amount, or other aspects of distribution. The Administrators may, however, in their sole
3346 discretion, reject any such contribution, whether or not its uses and purposes as specified or restricted are within
3347 the uses and purposes set forth in Section 1 of this Agreement. The Administrators shall not accept any such
3348 specified or restricted contribution if the use of such contribution according to its terms and restrictions might, in
3349 the sole opinion of the Administrators, jeopardize the federal income tax exemption of the trust pursuant to Sec-
3350 tion 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later amended. The Administrators agree
3351 to hold any such specified or restricted contribution accepted by them upon the terms set forth in this Agreement
3352 and subject to the terms and restrictions of such contribution. The Administrators may mingle any. such specified
3353 or restricted contribution with other assets of the trust unless otherwise specifically required by the terms and re-
3354 strictions of such contribution. If the amount of such specified or restricted contribution at any time exceeds the
3355 amount required to accomplish its purpose, such excess shall be held upon the terms set forth in this Agreement
3356 for the uses and purposes set forth in Section I of this Agreement, unless application of such excess is otherwise
3357 directed by the terms and restrictions of such contribution.

3358 2.4 The Administrators in their sole discretion may accept any contribution that requires or permits the
3359 distribution of the principal of such contribution for the purposes of the trust, whether such distribution is subject to
3360 terms and conditions imposed by the donor or is in the sole discretion of the Administrators.

3361 **3.0 SURRENDER OF RIGHTS BY GRANTOR**

3362 3.1 The trust established under this Agreement is irrevocable, and the Grantor expressly waives and surrenders
3363 permanently all rights and powers to alter, amend, revoke, or terminate this Agreement, except to the extent and
3364 in the manner provided in Section 5 and Section 6 of this Agreement.

3365 **4.0 DISPOSITIVE PROVISIONS**

3366 4.1 No part of the principal or income of the trust shall at any time be used for or diverted to purposes other than
3367 those set forth in Section I of this Agreement.

3368 4.2 The Administrators shall distribute the net income of the trust from all unspecified and unrestricted gifts ("net
3369 unrestricted income") to the Grantor as hereinafter provided:

3370 4.2.1 The Administrators shall make available for distribution to the Session of the Grantor all
3371 of the net unrestricted income of the trust (less repayment to the trust of any principal and/or interest
3372 then due and payable to the trust by the Grantor), at such times and in the manner provided in
3373 Section 4.2.2 of this Agreement, for any use and purpose set forth in Section 1 of this Agreement.
3374 All distributions to the Grantor shall be paid to the Treasurer of the Grantor to be expended for the
3375 purpose or purposes designated by the Christian Education Committee of the Session of the
3376 Grantor, in accordance with the authority given to the Treasurer by the Session of the Grantor.

3377 4.2.2 The fiscal year of the trust shall end on October 31 of each year, or on such other date
3378 as the Administrators may from time to time determine. The net unrestricted income of the trust for
3379 any particular fiscal year, to the extent the Session of the Grantor requests that such income be dis-
3380 tributed to the Grantor, shall be made available to the Grantor from time to time following the close
3381 of such fiscal year of the trust, within the limitations of Section 4.2.3, with the possibility that such
3382 amount can be included in the Grantor's budget for its fiscal year next following and/or that such
3383 funds can actually be available to the Grantor early in its fiscal year for operating purposes.

3384 4.2.3 At the close of the full fiscal year of the trust, any net unrestricted income of the trust

3385 which remains undistributed as provided in Sections 4.2.1 and 4.2.2, or to the extent that the Ses-
3386 sion of the Grantor returns unused to the Administrators any portion of such net unrestricted income
3387 at any time, such net unrestricted income shall be held by the Administrators as a separate trust
3388 known as the Accumulated Income Trust. The principal and income of the Accumulated Income
3389 Trust may be distributed to the Grantor by the Administrators, within their sole discretion, at any time
3390 during any fiscal year, for the same uses and purposes provided for distributions of net unrestricted
3391 income of the trust pursuant to Section 4.2.1. In all other respects, the Accumulated Income Trust
3392 shall be held and administered under the same terms as the trust and all references in this Agree-
3393 ment to the "trust" shall be construed to apply to the Accumulated Income Trust as well as to the
3394 general fund constituting the trust estate.

3395 4.3 The Administrators shall distribute the net income of the trust from any specified or restricted gift (which
3396 the Administrators accepted pursuant to Section 2.3) as provided in Section 4.2, subject, however, to the re-
3397 strictions and pursuant to the specified terms and conditions of such gift.

3398 The principal of the trust estate shall be held and distributed as follows:

3399 4.4.1 The Administrators shall distribute the principal of any portion of the trust estate as may
3400 be required to be distributed for the purposes of the trust by the terms and conditions of the gift of
3401 such portion, as provided in Section 2.4, pursuant to such terms and conditions.

3402 4.4.2 The Administrators may distribute the principal of any portion of the trust estate which is
3403 a specified or restricted gift (which the Administrators accepted pursuant to Section 2.3), subject to
3404 the restrictions and pursuant to the specified terms and conditions of such gift.

3405 4.4.3 The Administrators may distribute the balance of the general fund constituting the
3406 trust estate, in such amounts and at such times as the Administrators in their sole discretion shall
3407 determine, for the following purposes: (a) as to the principal of any portion of the trust estate held
3408 pursuant to a gift which provides that the Administrators may distribute the principal of such contri-
3409 bution for additional purposes of the trust, for such additional purposes of the trust as may be au-
3410 thorized by such gift; (b) to supplement the annual gross unrestricted income which covers both or-
3411 dinary expenses as defined in Section 6.6.1(c) and payments to the Grantor, as defined in Section
3412 4.2, up to a total of 5% of the average fiscal-year-end market value of the trust estate for the two
3413 previous fiscal years of the trust; or (c) for any other purpose of the trust upon (i) the affirmative vote
3414 of at least 75 percent of those members of the Session of the Grantor then in office, and (ii) the af-
3415 firmative vote of at least 75 percent of those members of the Grantor present and voting at a special
3416 meeting called for such purpose or at an annual meeting as to which such purpose has been an-
3417 nounced as a specified item of business in the notice(s) calling such annual meeting.

3418 **5.0 AMENDMENT AND TERMINATION**

3419 5.1 The trust and this agreement may be amended as follows:

3420 5.1.1 The Administrators may at any time amend Section 4.2 of this Agreement (which relates to distri-
3421 bution of net unrestricted income of the trust by the Administrators) in any manner which they may determine;
3422 provided, however, that any such amendment shall provide that distributions of net unrestricted income, to the
3423 extent made under any circumstances, may be made only for the uses and purposes set forth in Section I of
3424 this Agreement, and further provided that any such amendment shall be effective only upon approval by the
3425 affirmative vote of a majority of the members of the Session of the Grantor present and voting at a meeting of
3426 the Session at which such amendment is presented for approval. Any such amendment is further subject to
3427 the provisions of Section 5.1.3.

3428 5.1.2 Any provision of this Agreement other than Section 4.2 may be amended only
3429 upon (a) the affirmative vote of at least 75 per cent of the members of the Session of the Grantor
3430 then in office, and (b) the affirmative vote of at least 75 per cent of those members of the Grantor
3431 present and voting at a special meeting called for such purpose or at an annual meeting as to which
3432 such purpose has been announced as a specified item of business in the notice(s) calling such
3433 annual meeting. Any such amendment is further subject to the provisions of Section 5.1.3.

3434 5.1.4 No amendment to this Agreement shall be made which would cause or permit any part of the
3435 assets of the trust to be used or diverted in any manner or for any purpose contrary to the provisions
3436 of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later amended. Any
3437 such amendment shall be made by an instrument in writing executed in multiple copies by the Ad-
3438 ministrators, with the approval of the Session of the Grantor noted thereon, and an original copy of
3439 each such amendment shall be attached to each original copy of this Agreement.

3440 The trust shall terminate (a) upon the dissolution of the Grantor; (b) upon (i) the affirmative vote of at least 75 per cent
3441 of the members of the Session of the Grantor then in office, and (ii) the affirmative vote of at least 75 per cent of
3442 those members of the Grantor present and voting at a special meeting called for such purpose or at an annual
3443 meeting as to which such purpose has been announced as a specified item of business in the notice(s) calling
3444 such annual meeting, or; (c) at any time that, in the sole opinion of the Administrators, the trust estate has been
3445 so reduced as to make it uneconomical or otherwise impractical to continue to hold it in trust.

3446 5.3 In the event of termination of the trust, the Administrators shall, after paying or making provisions for the

3447 payment of all liabilities and other obligations of the trust, distribute all of the assets of the trust exclusively for the
3448 purposes of the trust. Except to the extent otherwise required or authorized by the terms and conditions of any
3449 gift received pursuant to Section 2.3 or Section 2.4, if the Grantor is in existence at the time the trust is terminat-
3450 ed, the Administrators shall distribute to the Grantor the principal and accumulated income of the trust exclusively
3451 for charitable purposes as defined in Section 1.4; and if the Grantor is not in existence at such time, the Adminis-
3452 trators shall distribute the principal and accumulated income of the trust, for such charitable purposes, to such
3453 person or persons as the Presbytery of Cincinnati shall direct.

3454 **6.0 GENERAL PROVISIONS**

3455 6.1 Pursuant to Section 1340.33(A), Ohio Revised Code, it is the express intention of the Grantor (a) that the
3456 provisions of Section 1340.32, Ohio Revised Code, shall not apply to The Knox Presbyterian Church **Permanent**
3457 Endowment Trust, and (b) that the word "income" as used in this Trust Agreement shall be given the meaning or
3458 meanings set forth herein and, to the extent not set forth herein, the meaning given that term by the law of Ohio
3459 prior to the effective date of the Ohio Institutional Trust Funds Act

3460 6.2 The Administrators shall have the following powers and authority in addition to and without limiting the powers
3461 and authority they may have under the laws of any state, and they may exercise such powers without court order,
3462 although such powers shall be subject to the consent of the Presbytery of Cincinnati when required by the Consti-
3463 tution of The Presbyterian Church (U.S.A.):

3464 6.2.1 To collect, pay and compromise debts and claims in favor of or against the trust.

3465 6.2.2 To borrow money and to use the assets of the trust as collateral with respect thereto.

3466 6.2.3 To buy and sell real and personal property, publicly and privately; to give or
3467 acquire options to buy real and personal property for any length of time; to lease real and personal
3468 property for any term irrespective of the duration of administration of the trust; and to execute and
3469 deliver instruments to effectuate such powers without liability on the part of any purchaser or lessee
3470 to see to the application of the purchase money.

3471 6.2.4 To invest and reinvest the assets of the trust in any manner they deem
3472 reasonable and prudent (including lending assets of the trust to the Grantor or to other persons, up-
3473 on such terms and for such consideration as such Administrators, in their sole discretion, shall ap-
3474 prove) and, in connection therewith, to retain property received by them regardless of its character
3475 and whether or not it is such as is authorized by law for investment by fiduciaries, for such time as
3476 they deem reasonable, and to invest and reinvest the proceeds of the sale of such property in what-
3477 ever property they deem reasonable.

3478 6.2.5 To exercise and not exercise, as they deem reasonable, rights of ownership
3479 incident to securities that they may hold, including rights to vote, give proxies, and execute con-
3480 sents.

3481 6.2.6 To hold property in the name of a nominee.

3482 No person leasing or purchasing property from or lending money to or otherwise dealing with the trust, and no transfer
3483 agent requested to transfer corporate securities to or from the trust, need inquire as to the purpose of the lease,
3484 sale, loan, transfer, or assignment or see to the application of the proceeds, and the receipt of the Administrators
3485 shall be a complete acquittance and discharge of such person for the amount paid.

3486 6.4 The Administrators are authorized, in their sole discretion, to make any, distribution of the trust estate in
3487 cash or in kind, or partly in cash and partly in kind; or to divide any personal property or any real property or inter-
3488 est therein, whether legal or equitable, and the Administrators may make any such distribution or division at such
3489 valuations as the Administrators may in good faith establish therefore, and all persons, including the Grantor, shall
3490 be bound by the division so made.

3491 6.5 Notwithstanding the authority provided by Section 6.1.4, the Administrators shall preserve and invest the
3492 principal of the trust so as to produce such income as is commensurate with reasonable security of the principal.

3493 6.6 The Administrators shall have the following additional powers, exercisable as fiduciaries acting in good
3494 faith:

3495 6.6.1 To determine whether money or property coming into their possession shall be treated
3496 as principal or income, and to charge or apportion expenses or losses against principal or income,
3497 provided that the following allocations shall be made:

3498 a) distributions of capital gains by a regulated investment company, capital gains on the sale
3499 of assets and stock dividends in stock of the declaring corporation shall be allocated to principal;

3500 b) rent, interest, accrued increment on bonds issued at a discount, distributions made from
3501 ordinary income by a regulated investment company or real estate investment trust and corporate
3502 cash dividends other than payments for shares shall be allocated to income;

3503 c) ordinary expenses incurred in connection with the administration, management, or
3504 preservation of the trust estate, including attorneys' fees and court costs of any judicial proceeding
3505 primarily concerning the income of the trust, shall be charged against income, and;

3506 d) costs of investing and reinvesting principal, expenses for preparation of property for rental
3507 or sale, expenses in maintaining or defending any action to construe the trust or to protect it or the
3508 trust estate or to assure the title of any trust property, and any tax levied upon gain or other receipts

3509 allocated to principal, shall be charged against principal.

3510 6.6.2 In situations deemed appropriate by them, to establish and maintain
3511 reasonable reserves for depreciation, depletion, amortization, and obsolescence and, if any portion
3512 of the trust estate [which] consists of a wasting asset, to establish and maintain reasonable reserves
3513 for such asset.

3514 6.6.3 To amortize or not to amortize premiums and discounts on investments.

3515 6.7 The Administrators are authorized to employ accountants, legal counsel, investment counsel, and such other
3516 consultants, agents, or employees as the Administrators may deem advisable with respect to any matter in con-
3517 nection with the administration of the trust. By way of illustration and without limitation, the Administrators may
3518 employ agents for the management or sale of any of the assets of the trust, and may execute agency or custodian
3519 agreements with any bank or trust company authorized to do business in the State of Ohio. The Administrators
3520 may pay such compensation and reimburse such expenses in connection therewith as the Administrators deem
3521 reasonable and appropriate under the circumstances.

3522 6.8 The Administrators are authorized to incur ordinary expenses in connection with the administration, manage-
3523 ment, or preservation of the trust estate, and such expenses shall be paid from the principal or income of the trust
3524 estate as provided in Section 6.5.1.

3525 6.9 This trust has been accepted by the Administrators in the State of Ohio, and all questions pertaining to the
3526 trust, its validity and the administration thereof, and to the interpretation of this agreement, including all amend-
3527 ments hereto, shall be determined in accordance with the laws of the State of Ohio.

3528 **7.0 ADMINISTRATORS**

3529 7.1 The Administrators of the trust shall be the regular voting members of the Special Committee on Memorial
3530 and Endowment Funds (the "Committee") of the Grantor, appointed by the Session of the Grantor, as such Com-
3531 mittee may be constituted at any time and from time to time. If at any time any Administrator ceases to be a regu-
3532 lar voting member of such Committee, such person shall cease to be an Administrator hereunder. Any person
3533 newly appointed as a regular voting member of such Committee shall immediately become an Administrator
3534 hereunder. The Committee shall have six regular voting members, each of whom shall serve a term of four years;
3535 such members shall not be subject to removal, except for cause. The term of one member shall expire during
3536 each odd-numbered calendar year and the terms of two members shall expire during each even-numbered calen-
3537 dar year. Any vacancy shall be filled by appointment of the Session of the Grantor for the unexpired term. Ex-
3538 officio members of the Committee shall not be Administrators of the trust.

3539 7.2 Any successor Administrator shall have each and every right, privilege, power, discretion, authority, and duty
3540 of any original Administrator and shall be subject to the same responsibilities. A successor Administrator shall
3541 qualify by executing in duplicate a written acceptance of the trusteeship, which shall be attached to each original
3542 copy of this Agreement. No bond shall be required of any Administrator for serving as such. Each Administrator
3543 shall serve without compensation for his or her services hereunder, but all expenses of this trust or of any Admin-
3544 istrator acting hereunder shall be paid by the Administrators from the trust estate in accordance with Section 6.7.

3545 7.3 The Administrators shall act by the affirmative vote of any three or more Administrators, providing that such
3546 affirmative vote represents a majority of those Administrators present and voting on any issue properly before
3547 them. Any instrument required by this trust to be executed shall be valid if executed in the name of this trust by
3548 two or more Administrators. The Administrators may appoint from among themselves a Chairperson, who shall
3549 call, shall preside at, and shall conduct meetings of the Administrators, and a Secretary, who shall cause a record
3550 to be kept of all actions of the Administrators.

3551 7.4 Within 60 days following the close of each fiscal year of the trust, the Administrators shall deliver an annual
3552 report to the Session of the Grantor, and the Session of the Grantor may approve such report by a writing deliv-
3553 ered to the Administrators. Such annual report shall be available to all interested persons and shall show in rea-
3554 sonable detail the current financial condition of the trust including the assets and liabilities of the trust, and the
3555 transactions of the trust during that fiscal year, including any contributions and other income received by the trust
3556 during that fiscal year, all expenses of the trust for that fiscal year, all investments and changes in investments
3557 made during that fiscal year, and all distributions of income and principal made during that fiscal year. In the ab-
3558 sence of the filing in writing with the Administrators of exceptions or objections to any such annual report by the
3559 Session of the Grantor within 60 days after delivery thereof, the Grantor shall be deemed to have approved such
3560 annual report; and in such case or upon the written approval of the Session of the Grantor of any such annual re-
3561 port, the Administrators shall be released, relieved, and discharged with respect to all matters and actions set
3562 forth or described in such annual report as though such annual report had been approved as an account by the
3563 decree of a court of competent jurisdiction.

3564 7.5 No person other than the Grantor may require an accounting or bring any action against the Administrators
3565 with respect to this trust. The Administrators may at any time initiate legal action or proceedings for the settle-
3566 ment of their accounts and, except as otherwise required by law, the only necessary party defendant to any such
3567 action or proceedings shall be the Grantor.

3568 IN WITNESS WHEREOF, the Grantor and the Administrators have executed multiple copies hereof, each of
3569 which shall be deemed an original, as of the 30th day of March, 2012.

3570

THE KNOX PRESCHOOL ENDOWMENT FUND TRUST AGREEMENT

This writing sets forth all of the terms of a Trust Agreement made at Cincinnati, Ohio as of the 17th day of June 2013 by the Knox Presbyterian Church of Cincinnati, Ohio (the "Grantor"), and Robert T. Blanchard, Robert W. Bartlett, William Dolle, Virginia Kuertz, and Robert Maxwell, the initial Trustees of the Trust created herein (the original "Administrators").

1.0 NAME AND PURPOSE

1.1 The name of this trust shall be "*The Knox Preschool Endowment Fund*" and so far as practicable the Administrators shall conduct the activities of the trust in that name.

1.2 The trust is organized and shall be operated for the following purposes:

1.2.1 In general, the trust is organized and shall be operated exclusively for charitable purposes. No part of the net income of the trust shall inure or shall be payable to or for the benefit of any private member of the Grantor or other individual, except as incidental to fulfillment of the charitable purposes of the Grantor and this trust. No substantial part of the activities of the trust shall be carrying on propaganda or otherwise attempting to influence legislation. No part of the activities of the trust shall be participation or intervention (including publishing or distributing statements) in any political campaign on behalf of any candidate for public office. Income or principal derived from contributions by corporations shall be distributed by the Administrators for use solely within the United States or its possessions.

1.2.2 The purposes of the trust are to establish a permanent endowment fund for the Grantor that will ensure the protection, preservation, prudent investment, and responsible expenditure of funds intended to provide ongoing support for the Knox Preschool, including scholarships with preference given to Knox families, to encourage contributions of money and other property for such purpose by donors who wish to be assured that such contributions will not be expended for current operating or other short-term expenses of the Grantor; and, in addition to contributions specifically designated by the donor for this trust, to serve as a repository of all memorial gifts and similar contributions to the Grantor that are designated for inclusion in this trust by action of the Session of the Grantor. Distributions from this fund shall be approved by the Knox Preschool Advisory Committee of the Session.

1.3 Any payment or distribution from the trust shall be made directly for charitable purposes or to or for the benefit of an organization that is organized and operated exclusively for charitable purposes, no part of the net income of which inures or is payable to or for the benefit of any private member, shareholder or other individual, and no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation, and which does not participate or intervene (including publishing or distributing statements) in any political campaign on behalf of any candidate for public office. It is intended that any organization to which or for the benefit of which a payment or distribution is made shall have qualified as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later amended.

1.4 The term "charitable purposes" shall be limited to and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later amended, which also constitute public charitable purposes under the laws of trusts of the State of Ohio.

2.0 TRUST PROPERTY

2.1 The Grantor has delivered to the Administrators the property shown on Schedule "A" attached to the original Trust Agreement and made part thereof.

2.2 The Administrators acknowledge receipt of the property shown on Schedule A and agree to receive contributions of other property which is not subject to any restriction, and which from time to time is delivered to them by the Grantor or by any other person, in the form of cash or in the form of other property that is acceptable to them. The Administrators agree to hold all such unrestricted contributions upon the terms set forth in this Agreement.

2.3 The Administrators may accept contributions that by their terms specify or restrict their uses and purposes, provided that such uses and purposes as specified or restricted are included within the uses and purposes set forth in Section 1 of this Agreement, and may also accept contributions that by their terms specify or limit the time, manner, amount, or other aspects of distribution. The Administrators may, however, in their sole discretion, reject any such contribution, whether or not its uses and purposes as specified or restricted are within the uses and purposes set forth in Section 1 of this Agreement. The Administrators shall not accept any such specified or restricted contribution if the use of such contribution according to its terms and restrictions might, in the sole opinion of the Administrators, jeopardize the federal income tax exemption of the trust pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later amended. The Administrators agree to hold any such specified or restricted contribution accepted by them upon the terms set forth in this Agreement and subject to the terms and restrictions of such contribution. The Administrators may mingle any such specified or restricted contribution with other assets of the trust unless otherwise specifically required by the terms and restrictions of such contribution. If the amount of such specified or restricted contribution at any time exceeds the amount required to accomplish its purpose, such excess shall be held upon the terms set forth in this Agreement

3632 for the uses and purposes set forth in Section I of this Agreement, unless application of such excess is otherwise
3633 directed by the terms and restrictions of such contribution.

3634 2.4 The Administrators in their sole discretion may accept any contribution that requires or permits the
3635 distribution of the principal of such contribution for the purposes of the trust, whether such distribution is subject to
3636 terms and conditions imposed by the donor or is in the sole discretion of the Administrators.

3637 **4.0 SURRENDER OF RIGHTS BY GRANTOR**

3638 3.1 The trust established under this Agreement is irrevocable, and the Grantor expressly waives and surrenders
3639 permanently all rights and powers to alter, amend, revoke, or terminate this Agreement, except to the extent and
3640 in the manner provided in Section 5 and Section 6 of this Agreement.

3641 **4.0 DISPOSITIVE PROVISIONS**

3642 4.1 No part of the principal or income of the trust shall at any time be used for or diverted to purposes other than
3643 those set forth in Section I of this Agreement.

3644 4.2 The Administrators shall distribute the net income of the trust from all unspecified and unrestricted gifts
3645 ("net unrestricted income") to the Grantor as hereinafter provided:

3646 4.2.1 The Administrators shall make available for distribution to the Session of the Grantor
3647 all of the net unrestricted income of the trust (less repayment to the trust of any principal and/or
3648 interest then due and payable to the trust by the Grantor), at such times and in the manner provided
3649 in Section 4.2.2 of this Agreement, for any use and purpose set forth in Section 1 of this Agreement.

3650 All distributions to the Grantor shall be paid to the Treasurer of the Grantor to be expended for the
3651 purpose or purposes designated by the Knox Preschool Advisory Committee of the Session of the
3652 Grantor, in accordance with the authority given to the Treasurer by the Session of the Grantor.

3653 4.2.2 The fiscal year of the trust shall end on October 31 of each year, or on such other date
3654 as the Administrators may from time to time determine. The net unrestricted income of the trust for
3655 any particular fiscal year, to the extent the Session of the Grantor requests that such income be dis-
3656 tributed to the Grantor, shall be made available to the Grantor from time to time following the close
3657 of such fiscal year of the trust, within the limitations of Section 4.2.3, with the possibility that such
3658 amount can be included in the Grantor's budget for its fiscal year next following and/or that such
3659 funds can actually be available to the Grantor early in its fiscal year for operating purposes.

3660 4.2.3 At the close of the full fiscal year of the trust, any net unrestricted income of the trust
3661 which remains undistributed as provided in Sections 4.2.1 and 4.2.2, or to the extent that the Ses-
3662 sion of the Grantor returns unused to the Administrators any portion of such net unrestricted income
3663 at any time, such net unrestricted income shall be held by the Administrators as a separate trust
3664 known as the Accumulated Income Trust. The principal and income of the Accumulated Income
3665 Trust may be distributed to the Grantor by the Administrators, within their sole discretion, at any time
3666 during any fiscal year, for the same uses and purposes provided for distributions of net unrestricted
3667 income of the trust pursuant to Section 4.2.1. In all other respects, the Accumulated Income Trust
3668 shall be held and administered under the same terms as the trust and all references in this Agree-
3669 ment to the "trust" shall be construed to apply to the Accumulated Income Trust as well as to the
3670 general fund constituting the trust estate.

3671 4.3 The Administrators shall distribute the net income of the trust from any specified or restricted gift (which the
3672 Administrators accepted pursuant to Section 2.3) as provided in Section 4.2, subject, however, to the restrictions
3673 and pursuant to the specified terms and conditions of such gift.

3674 4.4 The principal of the trust estate shall be held and distributed as follows:

3675 4.4.1 The Administrators shall distribute the principal of any portion of the trust estate as
3676 may be required to be distributed for the purposes of the trust by the terms and conditions of the gift
3677 of such portion, as provided in Section 2.4, pursuant to such terms and conditions.

3678 4.4.2 The Administrators may distribute the principal of any portion of the trust estate which
3679 is a specified or restricted gift (which the Administrators accepted pursuant to Section 2.3), subject
3680 to the restrictions and pursuant to the specified terms and conditions of such gift.

3681 4.4.3 The Administrators may distribute the balance of the general fund constituting the
3682 trust estate, in such amounts and at such times as the Administrators in their sole discretion shall
3683 determine, for the following purposes: (a) as to the principal of any portion of the trust estate held
3684 pursuant to a gift which provides that the Administrators may distribute the principal of such contri-
3685 bution for additional purposes of the trust, for such additional purposes of the trust as may be au-
3686 thorized by such gift; (b) to supplement the annual gross unrestricted income which covers both or-
3687 dinary expenses as defined in Section 6.6.1(c) and payments to the Grantor, as defined in Section
3688 4.2, up to a total of 5% of the average fiscal-year-end market value of the trust estate for the two
3689 previous fiscal years of the trust; or (c) for any other purpose of the trust upon (i) the affirmative vote
3690 of at least 75 percent of those members of the Session of the Grantor then in office, and (ii) the af-
3691 firmative vote of at least 75 percent of those members of the Grantor present and voting at a special
3692 meeting called for such purpose or at an annual meeting as to which such purpose has been an-
3693 nounced as a specified item of business in the notice(s) calling such annual meeting.

3694 **5.0 AMENDMENT AND TERMINATION**

3695 5.1 The trust and this agreement may be amended as follows:

3696 5.1.1 The Administrators may at any time amend Section 4.2 of this Agreement (which relates to dis-
3697 tribution of net unrestricted income of the trust by the Administrators) in any manner which they may deter-
3698 mine; provided, however, that any such amendment shall provide that distributions of net unrestricted income,
3699 to the extent made under any circumstances, may be made only for the uses and purposes set forth in Sec-
3700 tion I of this Agreement, and further provided that any such amendment shall be effective only upon approval
3701 by the affirmative vote of a majority of the members of the Session of the Grantor present and voting at a
3702 meeting of the Session at which such amendment is presented for approval. Any such amendment is further
3703 subject to the provisions of Section 5.1.3.

3704 5.1.2 Any provision of this Agreement other than Section 4.2 may be amended only upon (a)
3705 the affirmative vote of at least 75 per cent of the members of the Session of the Grantor then in
3706 office, and (b) the affirmative vote of at least 75 per cent of those members of the Grantor present
3707 and voting at a special meeting called for such purpose or at an annual meeting as to which such
3708 purpose has been announced as a specified item of business in the notice(s) calling such annual
3709 meeting. Any such amendment is further subject to the provisions of Section 5.1.3.

3710 5.1.5 No amendment to this Agreement shall be made which would cause or permit any part of the
3711 assets of the trust to be used or diverted in any manner or for any purpose contrary to the provisions
3712 of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or later amended. Any
3713 such amendment shall be made by an instrument in writing executed in multiple copies by the Ad-
3714 ministrators, with the approval of the Session of the Grantor noted thereon, and an original copy of
3715 each such amendment shall be attached to each original copy of this Agreement.

3716 5.2 The trust shall terminate (a) upon the dissolution of the Grantor; (b) upon (i) the affirmative vote of at least 75
3717 per cent of the members of the Session of the Grantor then in office, and (ii) the affirmative vote of at least 75 per
3718 cent of those members of the Grantor present and voting at a special meeting called for such purpose or at an
3719 annual meeting as to which such purpose has been announced as a specified item of business in the notice(s)
3720 calling such annual meeting, or; (c) at any time that, in the sole opinion of the Administrators, the trust estate has
3721 been so reduced as to make it uneconomical or otherwise impractical to continue to hold it in trust.

3722 5.3 In the event of termination of the trust, the Administrators shall, after paying or making provisions for the
3723 payment of all liabilities and other obligations of the trust, distribute all of the assets of the trust exclusively for the
3724 purposes of the trust. Except to the extent otherwise required or authorized by the terms and conditions of any
3725 gift received pursuant to Section 2.3 or Section 2.4, if the Grantor is in existence at the time the trust is terminat-
3726 ed, the Administrators shall distribute to the Grantor the principal and accumulated income of the trust exclusively
3727 for charitable purposes as defined in Section 1.4; and if the Grantor is not in existence at such time, the Adminis-
3728 trators shall distribute the principal and accumulated income of the trust, for such charitable purposes, to such
3729 person or persons as the Presbytery of Cincinnati shall direct.

3730 **6.0 GENERAL PROVISIONS**

3731 6.1 Pursuant to Section 1340.33(A), Ohio Revised Code, it is the express intention of the Grantor (a) that the
3732 provisions of Section 1340.32, Ohio Revised Code, shall not apply to this Trust, and (b) that the word "income" as
3733 used in this Trust Agreement shall be given the meaning or meanings set forth herein and, to the extent not set
3734 forth herein, the meaning given that term by the law of Ohio prior to the effective date of the Ohio Institutional
3735 Trust Funds Act

3736 6.2 The Administrators shall have the following powers and authority in addition to and without limiting the powers
3737 and authority they may have under the laws of any state, and they may exercise such powers without court order,
3738 although such powers shall be subject to the consent of the Presbytery of Cincinnati when required by the Consti-
3739 tution of The Presbyterian Church (U.S.A.):

3740 6.2.1 To collect, pay and compromise debts and claims in favor of or against the trust.

3741 6.2.2 To borrow money and to use the assets of the trust as collateral with respect thereto.

3742 6.2.3 To buy and sell real and personal property, publicly and privately; to give or acquire
3743 options to buy real and personal property for any length of time; to lease real and personal property
3744 for any term irrespective of the duration of administration of the trust; and to execute and deliver in-
3745 struments to effectuate such powers without liability on the part of any purchaser or lessee to see to
3746 the application of the purchase money.

3747 6.2.4 To invest and reinvest the assets of the trust in any manner they deem reasonable and
3748 prudent (including lending assets of the trust to the Grantor or to other persons, upon such terms
3749 and for such consideration as such Administrators, in their sole discretion, shall approve) and, in
3750 connection therewith, to retain property received by them regardless of its character and whether or
3751 not it is such as is authorized by law for investment by fiduciaries, for such time as they deem rea-
3752 sonable, and to invest and reinvest the proceeds of the sale of such property in whatever property
3753 they deem reasonable.

3754 6.2.5 To exercise and not exercise, as they deem reasonable, rights of ownership incident to
3755 securities that they may hold, including rights to vote, give proxies, and execute consents.

3756 6.2.6 To hold property in the name of a nominee.
3757 6.3 No person leasing or purchasing property from or lending money to or otherwise dealing with the trust, and
3758 no transfer agent requested to transfer corporate securities to or from the trust, need inquire as to the purpose of
3759 the lease, sale, loan, transfer, or assignment or see to the application of the proceeds, and the receipt of the Ad-
3760 ministrators shall be a complete acquittance and discharge of such person for the amount paid.
3761 6.4 The Administrators are authorized, in their sole discretion, to make any, distribution of the trust estate in cash
3762 or in kind, or partly in cash and partly in kind; or to divide any personal property or any real property or interest
3763 therein, whether legal or equitable, and the Administrators may make any such distribution or division at such val-
3764 uations as the Administrators may in good faith establish therefore, and all persons, including the Grantor, shall
3765 be bound by the division so made.
3766 6.5 Notwithstanding the authority provided by Section 6.1.4, the Administrators shall preserve and invest the
3767 principal of the trust so as to produce such income as is commensurate with reasonable security of the principal.
3768 6.6 The Administrators shall have the following additional powers, exercisable as fiduciaries acting in good faith:
3769 6.6.1 To determine whether money or property coming into their possession shall be treated
3770 as principal or income, and to charge or apportion expenses or losses against principal or income,
3771 provided that the following allocations shall be made:
3772 a) distributions of capital gains by a regulated investment company, capital gains on the sale
3773 of assets and stock dividends in stock of the declaring corporation shall be allocated to principal;
3774 b) rent, interest, accrued increment on bonds issued at a discount, distributions made from
3775 ordinary income by a regulated investment company or real estate investment trust and corporate
3776 cash dividends other than payments for shares shall be allocated to income;
3777 c) ordinary expenses incurred in connection with the administration, management, or
3778 preservation of the trust estate, including attorneys' fees and court costs of any judicial proceeding
3779 primarily concerning the income of the trust, shall be charged against income, and;
3780 d) costs of investing and reinvesting principal, expenses for preparation of property for rental
3781 or sale, expenses in maintaining or defending any action to construe the trust or to protect it or the
3782 trust estate or to assure the title of any trust property, and any tax levied upon gain or other receipts
3783 allocated to principal, shall be charged against principal.
3784 6.6.2 In situations deemed appropriate by them, to establish and maintain reasonable
3785 reserves for depreciation, depletion, amortization, and obsolescence and, if any portion of the trust
3786 estate [which] consists of a wasting asset, to establish and maintain reasonable reserves for such
3787 asset.
3788 6.6.3 To amortize or not to amortize premiums and discounts on investments.
3789 6.7 The Administrators are authorized to employ accountants, legal counsel, investment counsel, and such other
3790 consultants, agents, or employees as the Administrators may deem advisable with respect to any matter in con-
3791 nection with the administration of the trust. By way of illustration and without limitation, the Administrators may
3792 employ agents for the management or sale of any of the assets of the trust, and may execute agency or custodian
3793 agreements with any bank or trust company authorized to do business in the State of Ohio. The Administrators
3794 may pay such compensation and reimburse such expenses in connection therewith as the Administrators deem
3795 reasonable and appropriate under the circumstances.
3796 6.8 The Administrators are authorized to incur ordinary expenses in connection with the administration, manage-
3797 ment, or preservation of the trust estate, and such expenses shall be paid from the principal or income of the trust
3798 estate as provided in Section 6.6.1.
3799 6.9 This trust has been accepted by the Administrators in the State of Ohio, and all questions pertaining to the
3800 trust, its validity and the administration thereof, and to the interpretation of this agreement, including all amend-
3801 ments hereto, shall be determined in accordance with the laws of the State of Ohio.

3802 **7.0 ADMINISTRATORS**

3803 7.1 The Administrators of the trust shall be the regular voting members of the Special Committee on Memorial
3804 and Endowment Funds (the "Committee") of the Grantor, appointed by the Session of the Grantor, as such Com-
3805 mittee may be constituted at any time and from time to time. If at any time any Administrator ceases to be a regu-
3806 lar voting member of such Committee, such person shall cease to be an Administrator hereunder. Any person
3807 newly appointed as a regular voting member of such Committee shall immediately become an Administrator
3808 hereunder. The Committee shall have six regular voting members, each of whom shall serve a term of four years;
3809 such members shall not be subject to removal, except for cause. The term of one member shall expire during
3810 each odd-numbered calendar year and the terms of two members shall expire during each even-numbered calen-
3811 dar year. Any vacancy shall be filled by appointment of the Session of the Grantor for the unexpired term. Ex-
3812 officio members of the Committee shall not be Administrators of the trust.

3813 7.2 Any successor Administrator shall have each and every right, privilege, power, discretion, authority, and duty
3814 of any original Administrator and shall be subject to the same responsibilities. A successor Administrator shall
3815 qualify by executing in duplicate a written acceptance of the trusteeship, which shall be attached to each original
3816 copy of this Agreement. No bond shall be required of any Administrator for serving as such. Each Administrator
3817 shall serve without compensation for his or her services hereunder, but all expenses of this trust or of any Admin-

3818 administrator acting hereunder shall be paid by the Administrators from the trust estate in accordance with Section 6.8.
3819 7.3 The Administrators shall act by the affirmative vote of any three or more Administrators, providing that such
3820 affirmative vote represents a majority of those Administrators present and voting on any issue properly before
3821 them. Any instrument required by this trust to be executed shall be valid if executed in the name of this trust by
3822 two or more Administrators. The Administrators may appoint from among themselves a Chairperson, who shall
3823 call, shall preside at, and shall conduct meetings of the Administrators, and a Secretary, who shall cause a record
3824 to be kept of all actions of the Administrators.

3825 7.4 Within 60 days following the close of each fiscal year of the trust, the Administrators shall deliver an annual
3826 report to the Session of the Grantor, and the Session of the Grantor may approve such report by a writing deliv-
3827 ered to the Administrators. Such annual report shall be available to all interested persons and shall show in rea-
3828 sonable detail the current financial condition of the trust including the assets and liabilities of the trust, and the
3829 transactions of the trust during that fiscal year, including any contributions and other income received by the trust
3830 during that fiscal year, all expenses of the trust for that fiscal year, all investments and changes in investments
3831 made during that fiscal year, and all distributions of income and principal made during that fiscal year. In the ab-
3832 sence of the filing in writing with the Administrators of exceptions or objections to any such annual report by the
3833 Session of the Grantor within 60 days after delivery thereof, the Grantor shall be deemed to have approved such
3834 annual report; and in such case or upon the written approval of the Session of the Grantor of any such annual re-
3835 port, the Administrators shall be released, relieved, and discharged with respect to all matters and actions set
3836 forth or described in such annual report as though such annual report had been approved as an account by the
3837 decree of a court of competent jurisdiction.

3838 7.5 No person other than the Grantor may require an accounting or bring any action against the Administrators
3839 with respect to this trust. The Administrators may at any time initiate legal action or proceedings for the settle-
3840 ment of their accounts and, except as otherwise required by law, the only necessary party defendant to any such
3841 action or proceedings shall be the Grantor.

3842 IN WITNESS WHEREOF, the Grantor and the Administrators have executed multiple copies hereof, each of
3843 which shall be deemed an original, as of the 17th day of June, 2013.
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3845 † THE BOARD OF DEACONS

3846 BOARD:

3847 There shall be 21 Deacons divided into three equal classes of 7 elected for a three-year term. No Dea-
3848 con shall serve on the Board of Deacons for consecutive terms, either full or partial, aggregating more
3849 than three years; and no Deacon shall be eligible to be elected to a new term until one year shall have
3850 elapsed. Other members shall include the Pastor-Head of Staff and Associate Pastor(s) in advisory ca-
3851 pacities.

3852 ORGANIZATION:

3853 The Board shall elect a Moderator who shall also serve on the Session Coordination Committee. The
3854 Associate Pastor of Knox Church shall serve as the Staff Advisor. The Board shall elect a **Secretary**
3855 from its membership and shall appoint Coordinators as needed.

3856 MEETINGS:

3857 Shall be held monthly at the discretion of the Board.

3858 REPORTING:

3859 Will meet with the Session-Board of Trustees at an annual gathering in September and report as outlined
3860 in the *Book of Order*.

3861 MISSION STATEMENT:

3862 The purpose of the Board of Deacons is to create an environment that energizes and enables church
3863 members to participate in worship, fellowship and mission.

3864 The primary way we do this is by coordinating and communicating a variety of fellowship and mission ac-
3865 tivities. Our guiding principles in this work are to:

- 3866 ● work in cooperative partnership with Session committees;
- 3867 ● provide a broad range of opportunities so that all church members will
3868 be drawn to participate and will be able to discover their special gifts;
- 3869 ● manage these opportunities in a way that easily allows church members
3870 to choose among the various levels and qualities of involvement.

3871 The secondary way we do this is by facilitating the smooth operation of the church. Our preferred ap-
3872 proach to accomplish this is to:

- 3873 ● work in cooperative partnership with the staff and Session-Board of
3874 Trustees;
- 3875 ● include a large portion of the congregation in serving the church;
- 3876 ● plan all work in a manner that promotes fellowship;
- 3877 ● ensure that church operations do not hinder the church's emphasis on
3878 worship, fellowship and mission.

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DUTIES:

While the duties and activities of the Deacons may change periodically based upon the needs of the Church, the Deacons currently support the following Service and Fellowship projects:

- Communion Preparation & Cleanup;
- St. John's Sandwich Program;
- Bread Delivery Program;
- Reception Desk Staff;
- Visitation;
- Ushering

† THE CONGREGATIONAL NOMINATING COMMITTEE

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COMMITTEE:

The Committee shall be composed of at least two (2) elders designated by and from the Session-Board of Trustees. A member of the board of Deacons is also a member of this committee along with the Pastor-Head of Staff (as *ex officio* and without vote) and six (6) other persons, none of which may be in active service on the Session-Board of Trustees or Board of Deacons.

The committee shall propose a slate of nominees to be elders, deacons, and nominating committee members for the coming year.

ORGANIZATION:

The Pastor-Head of Staff shall appoint one of the two (2) designated Elders as Chair.

MEETINGS:

Shall be held at the discretion of the Committee.

REPORTING:

The Committee shall bring to the annual meeting, or any other meeting for the purposes of election, a slate of nominees eligible for election to each office to be filled.

POLICIES OF THE COMMITTEE:

- 1.0 No member of the Committee shall be eligible for election to any office for which the Committee shall propose a slate of nominees.
- 2.0 Additional nominations of qualified persons may be made from the floor by any eligible voter.
- 3.0 No member of the Committee may serve for more than three (3) years consecutively.

V. SEXUAL MISCONDUCT POLICY AND PROCEDURE

Adopted 9.16.13

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A. Policy Statement

Members and employees of the Knox Presbyterian Church and volunteers under its supervision, and non-members, including those who serve on committees, boards, and in groups related to the ministry of Knox Presbyterian Church, shall not engage in sexual misconduct as defined in this policy.

All procedures and activities under this policy shall deal seriously with every allegation of sexual misconduct. In recognition of the fact that reports of sexual misconduct can impact the reputation and effectiveness of the Accuser, the Accused, the Victim and the Church, all persons involved in this process are directed to hold information received in strict confidence.

All persons are encouraged to report all accusations of sexual misconduct and/or abuse involving members, employees and volunteers of Knox Presbyterian Church to the appropriate church official identified below and/or to civil authorities. In those instances where secular civil and/or criminal investigations of the same accusations are conducted, the church shall proceed carefully and with appropriate legal advice to avoid interference with the secular proceedings.

B. Sexual Misconduct Definitions

1. ACCUSED: The person against whom an allegation of sexual misconduct is made.
2. ACCUSER: The person reporting alleged sexual misconduct by a member, employee, or volunteer of Knox Presbyterian Church.
3. MEMBER: A person who of their own choice affiliates with Knox Presbyterian Church by appropriate action of the Session.
4. EMPLOYEE: The comprehensive term used to cover individuals who are hired or called to work for the church for salary or wages.
5. VOLUNTEER: The term used for those who provide services for groups, and/or entities of the church and receives no benefits or remuneration. For purposes of this policy, volunteers are treated the same as employees. Liabilities of the congregation or entity are the same for volunteers as for employees.
6. NON-MEMBER: A person who of their own choice engages in the ministries of Knox Presbyterian Church but is not a member. For purposes of this policy, non-members are treated the same as members

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- 3940 7. **ADVOCATE:** A person chosen by the accused, the accuser or the victim to accompany him/her at any/all stages of this process.
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3942 8. **CHURCH:** The body of believers who make up the membership of the congregation worshipping at 3400 Michigan Ave., Cincinnati, Ohio, as a part of the Presbyterian Church (U.S.A.) as defined in the *Book of Order*. (a)
3943 The Session of a church has original jurisdiction in disciplinary cases involving members and employees of that
3944 congregation. (b) The Presbytery has original jurisdiction in disciplinary cases involving minister members of the
3945 Presbytery.
3946
3947 9. **INQUIRY:** The term used in the “Rules of Discipline” to determine whether or not charges should be filed based
3948 on allegations of an offense received as stipulated in the *Book of Order*.
3949 10. **PERSONS COVERED:** Members, non-members and employees of Knox Presbyterian Church of Cincinnati, Ohio.
3950 11. **SEXUAL MISCONDUCT:** May (1) occur in connection with a church-sponsored program or activity, or (2) occur
3951 in a non-church-related setting giving rise to questions of character and effectiveness of members or employees
3952 of Knox Presbyterian Church. This is a comprehensive term that includes:
3953 a. **Child Sexual abuse:** Any conduct or interactions between a person of any age and a minor where the
3954 minor or the conduct with the minor is used for the sexual stimulation or gratification of the adult or of a third
3955 person. The behavior may or may not include gratification of the adult or of a third person. The behavior may
3956 or may not include touching. No defense of consent by the minor shall be recognized. Child abuse should be
3957 reported to the civil authorities in accordance with state law. In the case of The Knox Preschool, a report will
3958 also be made to Ohio Job & Family Services Office of Families and Children.
3959 b. **Rape or sexual contact by force, threat or intimidation.**
3960 c. **Sexual harassment:** Continued unwelcome sexual advances, requests for sexual favors and other verbal
3961 and physical conduct of a sexual nature or harassment of an individual because of the individual's gender constitute
3962 sexual harassment when submission to such conduct is made, either implicitly or explicitly, a condition
3963 of the individuals' employment, or is used as the basis for employment decisions affecting the individual, or
3964 creates an intimidating, hostile or offensive working environment.
3965 d. **Sexual impropriety:** Inappropriate verbal or physical sexual conduct, other than that defined above, toward
3966 those under one's supervision or for whose spiritual and physical welfare one is responsible by reason of
3967 one's position in the church. This term includes, but is not limited to, abuse of a position of trust and exploitation
3968 or manipulation of persons who are emotionally, psychologically, physically or spiritually vulnerable.
3969 12. **MEDIATION:** An action by an intermediary agency or person to achieve a reconciliation.
3970 13. **REASONABLE SUSPICION:** A subjective criterion that refers to a belief or opinion based on facts or
3971 circumstances that are sufficient for a prudent person to want to inquire further, to take protective action, or report
3972 to authorities. State child abuse reporting laws may include wording that indicates what degree of suspicion
3973 or knowledge gives rise to the duty to report.
3974 14. **RESPONSE TEAM:** The group of people who act under the authority of the Session to respond to allegations
3975 of sexual misconduct or abuse by a person covered by this policy.
3976 15. **RESPONSE:** The action taken by the governing body or entity when a report of sexual misconduct is
3977 received. It may include (1) inquiry into facts and circumstances; (2) possible disciplinary action (administrative
3978 or judicial or both); (3) pastoral care for victims and their families and others; and (4) pastoral care and rehabilitation
3979 for the perpetrators and care for their families.
3980 16. **VICTIM:** The person allegedly injured by sexual misconduct or against whom the sexual misconduct was directed.
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3982 17. **SESSION:** The group of Elders elected by the congregation of the church to serve as the governing body of
3983 the church. The Moderator of the Session is the installed pastor of the church designated as the Moderator in
3984 accordance with the Form of Government, Book of Order.

3985 **C. Procedures for Response**

3986 **1. Reporting Accusations**

- 3987 a. Any person with reasonable suspicion of sexual misconduct by any member, employee, or volunteer of
3988 Knox Presbyterian Church shall immediately inform the Clerk of Session or the Moderator/Pastor if the Clerk
3989 is unavailable. The accuser will prepare a written statement. The accuser shall be told what the next steps are
3990 in the procedure.
3991 b. Original jurisdiction shall be determined and the relevant procedures followed. (*See D.10.0100 of The Book
3992 of Order*)
3993 c. If the Clerk of Session is the accused, the report shall be made to the Moderator of the Session who shall
3994 inform the Chairs of the Personnel Committee. The Moderator of the Session shall choose 3 persons to
3995 serve as the Response Team.
3996 d. The Clerk of Session shall inform the Moderator of Session of the alleged sexual misconduct (unless
3997 he/she is the accused). (If a Pastor, Minister/Teaching Elder is the accused, see below page 5, #3)
3998 e. The Clerk of Session and Moderator of Session shall see that appropriate insurance carriers are notified of
3999 any accusations.

4000 **2. Response Team**

- 4001 a. Anyone receiving information concerning sexual misconduct shall immediately inform the Clerk of

4002 Session. The Clerk of Session and the Moderator of Session shall inform the Chair(s) of the Personnel Com-
4003 mittee (unless any of these are the accused) and together with the Clerk of Session and the Moderator shall
4004 appoint two elders actively serving on Session who with the Clerk shall comprise the Response Team. The
4005 Clerk of Session (unless he/she is the accused) shall transmit the accusation to the Response Team in writ-
4006 ing within five days (see attached form).

4007 b. When a Response Team is assigned to deal with a particular accusation of alleged sexual misconduct, it
4008 shall be comprised of the Clerk of Session and two active elders with both genders represented.

4009 c. The Response Team's purpose is to listen to the accuser and advise that person on the range of
4010 alternatives available from which the accused may choose for redressing the injuries caused by the alleged
4011 misconduct cited in the accusation and identify the accused expected outcome.

4012 d. Response Team members shall do the following upon receiving a written notice of sexual misconduct: im-
4013 mediately confer to coordinate the initial inquiry process.

4014 1. Immediately notify the accused in writing of the accusations and instruct the accused to have no
4015 further contact of any sort with the accuser, the victim or the victim's family.

4016 2. Immediately notify the accuser/victim that the team has received the report, that the accused has been
4017 notified to have no further contact with the accuser/victim, and what steps the Response Team will be tak-
4018 ing to investigate the report.

4019 3. File a report with secular authorities if required by state or local law and none has been previously
4020 filed.

4021 4. A minimum of two representatives of the Response Team will meet with the accuser and/or victim to
4022 hear the accusation first hand.

4023 5. A minimum of two representatives of the Response Team will meet with the accused to receive a
4024 response to the allegations.

4025 e. The Response Team shall execute its responsibilities with sensitivity, confidentiality, and loving care.

4026 1. The particular Response Team will serve the following primary functions:

4027 a) Receive the written report of sexual misconduct from the Clerk of Session or alternate.

4028 b) Begin inquiry of the allegations within five working days of receiving a report.

4029 c) Confirm that civil authorities have been notified if applicable.

4030 d) Gather regarding details of the allegations made by all parties involved.

4031 e) Advise the victim or guardian of the options available in the *Rules of Discipline of the Book of Order of*
4032 *PCUSA* and of the necessity to file a written accusation to the Clerk of Session.

4033 f) Assure adherence to the Sexual Misconduct Policy and Procedures of Knox Presbyterian Church.

4034 g.) Work within the established procedures for discipline in the Church's *Book of Order*.

4035 h.) Prepare a written report of the case for submission to the Clerk of Session and the Session including:

4036 1) names of parties involved;

4037 2) relationship of the parties involved to Knox Presbyterian Church;

4038 3) allegations made by the accuser;

4039 4) response made by the accused;

4040 5) findings and conclusions; and

4041 6) suggest further actions to be taken by the Session if deemed appropriate.

4042 2. In addition to its primary functions during or as a result of its initial investigation, the Response Team may
4043 advise all parties involved to: obtain legal counsel, to contact their insurance carriers, to seek professional
4044 psychological counseling, to have an advocate (if desired) accompany them throughout the inquiry process.

4045 3. The Response Team may recommend educational or employment practices to be
4046 implemented within the congregation to prevent additional instances of sexual misconduct.

4047 a.) Recommend actions to be taken to begin the healing process within the congregation, the organiza-
4048 tion or entity.

4049 b.) Recommend actions for the pastoral care of the accuser, the victim, the accused, and the families of all
4050 parties involved.

4051 f. Some possible alternatives for redress are:

4052 1. Write a letter to the Clerk of Session, and Moderator of Session, requesting that the difficulty
4053 be resolved, short of a formal disciplinary process, through mediation.

4054 2. Write a letter to the Clerk of Session containing "a statement of the alleged offense, together
4055 with supporting information." This triggers the formal ecclesiastical disciplinary process (See *Book of Order*,
4056 *Chapter X, Rules of Discipline*).

4057 3. File civil or criminal charges.

4058 4. Other suggestions or variations on the above.

4059 Note: If the accuser claims child sexual abuse, the Response Team is advised not to interview
4060 the child (or children) due to the possible secondary trauma caused by the interview itself. Secular authorities
4061 shall be notified immediately by the Response Team, if a report has not been filed already. The Response
4062 Team shall be guided in its actions by the recommendations of the secular authorities. If the Response Team
4063 needs a consultant to advise it concerning the effects and complications involving a child victim, it shall con-

4064 tact an expert in child sexual abuse. The Response Team shall make the secular authorities aware that it
 4065 wishes, insofar as the law allows, to be kept informed of the developments in the case to allow appropriate
 4066 disciplinary measures within the Church to be taken against the accused.
 4067 g. The Response Team shall NOT engage in any of the following:
 4068 1. Advocate for any party involved.
 4069 2. Act as legal counsel for any party involved.
 4070 3. Provide pastoral care or counseling to any party involved.
 4071 4. Perform functions of the Personnel Committee or the Session.
 4072 5. Determine the guilt or innocence of the accused. (reference C.2.f)
 4073 6. Enforce a specific remedy or disciplinary action.

4074 **3. Minister/Teaching Elder Member of Presbytery of Cincinnati**

4075 If the accused is an installed Minister or Associate Minister of Knox Presbyterian Church, that person is a
 4076 member of Presbytery and the policy of the Presbytery of Cincinnati regarding sexual misconduct is applicable.
 4077 Contact should be made with the Presbytery's Stated Clerk, Moderator, or Presbytery Executive concerning ap-
 4078 propriate action. (*Chapter X, D-10.000 ff. The Book of Order*)

4079 **Report of Suspected Sexual Misconduct**
 4080 **Knox Presbyterian Church**

4081 Reported by: _____
 4082 Victim Name _____ Title _____
 4083 _____
 4084 Address _____
 4085 _____
 4086 City, State and Zip Code _____
 4087 _____
 4088 Telephone _____
 4089 _____
 4090 Date of Report _____
 4091 Person suspected _____
 4092 Of misconduct Name _____ Title _____
 4093 _____
 4094 Address _____
 4095 _____
 4096 City, State and Zip Code _____
 4097 _____
 4098 Telephone _____
 4099 Other person(s) _____
 4100 Involved (witnesses) Name _____ Title _____
 4101 _____
 4102 Age _____ Sex _____
 4103 _____
 4104 Address _____
 4105 _____
 4106 City, State, and Zip Code _____
 4107 _____
 4108 Telephone _____

4109 Describe incident(s) of suspected sexual misconduct, including date(s), time(s), and location(s):
 4110 _____
 4111 _____

4112 Identify eyewitnesses to the incident(s), including names, addresses, and telephone numbers, where available:
 4113 _____
 4114 _____

4115 Other information that may be helpful to the investigation:
 4116 _____
 4117 _____

4118 KNOX PRESBYTERIAN CHURCH
 4119 3400 Michigan Ave. Cincinnati, OH. 45208
 4120 Acknowledgement of Receipt by Employees, Members, Non-Members
 4121 and Volunteers of The Sexual Misconduct Policy and Procedure

4122 I hereby acknowledge that I received on _____
 4123 (date)

4124 a copy of the "Policy and Its Procedures on Sexual Misconduct of the Knox Presbyterian Church, a congregation of the Presbyterian
 4125 Church (USA), dated _____ and that I have read the policy, understand its meaning, and agree to conduct myself in
 4126 accordance with the policy.
 4127 _____
 4128 _____

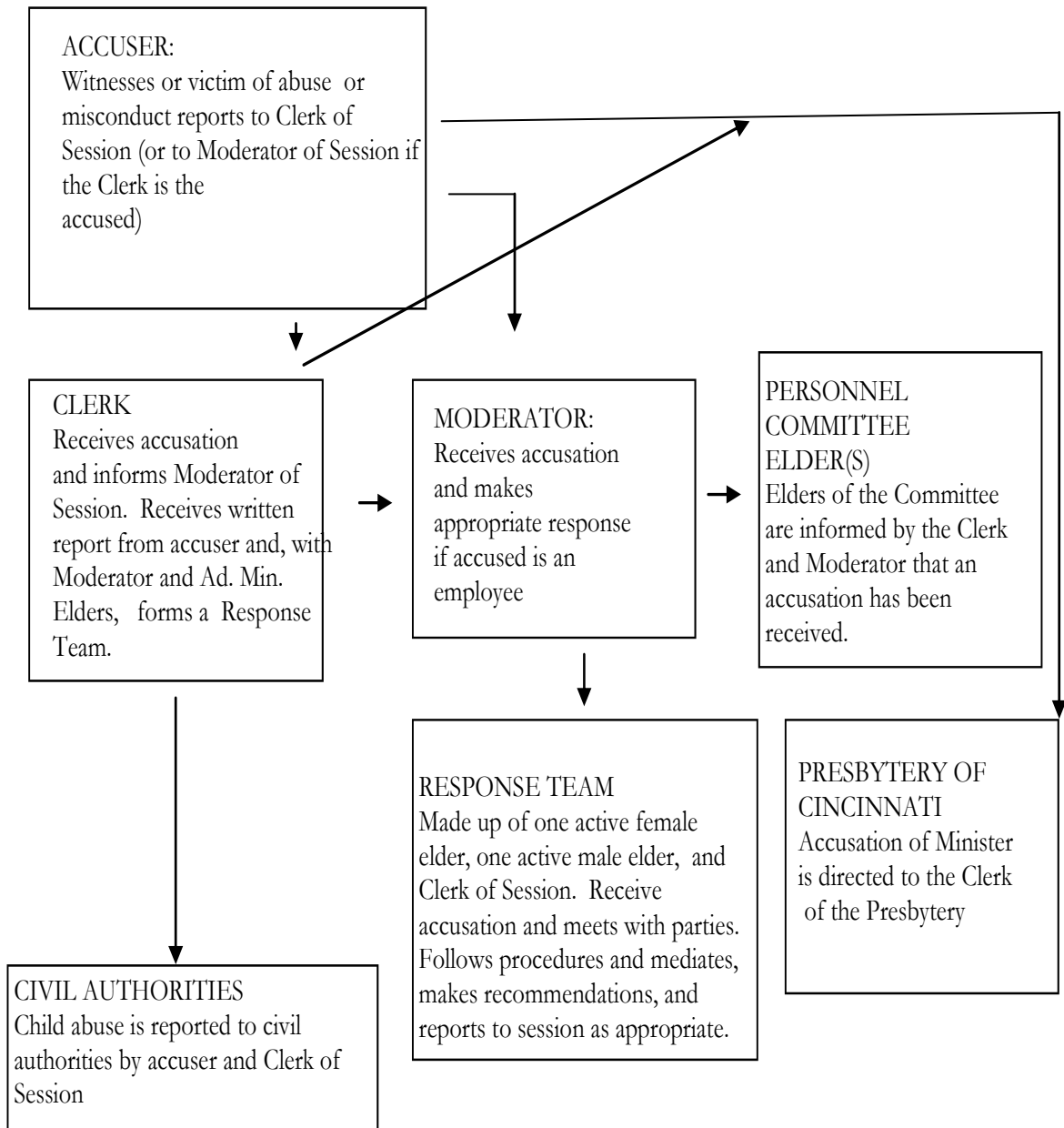
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Signature

Title or Job Description or Volunteer Position

THIS SPACE WAS NOT USED



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VI. POLICY FOR THE PREVENTION AND REPORTING OF CHILD ABUSE

Adopted 10.17.11

1.0 BIBLICAL FOUNDATION AND PURPOSE

1.1 To express God's love of children and provide for their personal wholeness, the Session-Board of Trustees of Knox Presbyterian Church seeks to prevent child abuse of any form to our children and youth and to be in ministry to families where abuse may occur. We share the following Biblical understandings upon which all policies, procedures, and ministries must stand. Jesus teaches us very explicitly that children have both the right and the key to God's kingdom.

"Let the children come to me, do not hinder them; for to such belongs the kingdom of God. Truly, I say to you, whoever does not receive the kingdom of God like a child shall not enter it." - Mark 10:14-15

1.2 Our goal in response to the Biblical mandate and societal needs is to maintain a safe, secure, loving place where children may grow and where their caregivers, teachers, and leaders, both paid and volunteer, minister appropriately to their needs. As a church, it is our religious, moral, and ethical obligation to take every possible step to prevent and respond to abuse and neglect of children. In addition, as a provider of day care and educational programs at all levels, the Church incurs certain legal obligations under Ohio law with respect to

4190 reporting of suspected abuse or neglect of children.

4191 **2.0 REPORTING CHILD ABUSE**

4192 Known or reasonably suspected child abuse will be reported immediately to the Clerk of Session and/or the
4193 Pastor-Head of Staff. That staff member will, in turn, inform the Pastor-Head of Staff, who will inform the
4194 Church Educator and others with a reasonable need to know the information. The staff member who is
4195 informed of suspected abuse or neglect and/or the reporting person will document in writing specific details of
4196 the situation on a documentation form which will be provided and kept by the staff person. Any step in this
4197 procedure may be bypassed when the accusation involves the minister or staff person to whom the report
4198 should be made.

4199 **3.0 PREVENTION OF ABUSE WITHIN THE CHURCH**

4200 3.1 In an effort to create the safest possible environment within our church, several abuse prevention
4201 measures will be utilized. These measures include limited screening of volunteers for past child abuse
4202 convictions or expungements, provision of regular training on child abuse issues to volunteer staff members,
4203 use of team teaching and chaperoning, standards for appropriate classroom discipline, and open classrooms.
4204 Hiring and performance standards for paid staff will be set by the Session Personnel Committee.

4205 3.2 Volunteer Staff Screening

4206 Knox welcomes and appreciates every person's desire to serve in the life of the Church. In order to better
4207 protect the safety and well-being of our children and youth, Knox Church, at its own expense, will conduct, as
4208 thoroughly as feasible, prior criminal record background checks for all those who wish to serve as volunteers
4209 working with minors. Candidates for those positions will be advised of this policy in advance and must be
4210 willing to provide information and assistance as necessary to complete the background checks (including the
4211 signing of any appropriate releases). Any person who has been arrested for any offense that could be harmful
4212 to children will be disqualified from serving as a volunteer working with minors. Examples of such offenses
4213 would be those involving violence, substance abuse, or child abuse, endangerment or neglect.

4214 Similarly, anyone with a history of arrests for reckless driving or driving under the influence will not be
4215 permitted to act as a driver for any children or youth. Drivers otherwise must be or have whatever age and
4216 other qualifications are required for coverage under the Church's insurance policy.

4217 To protect the privacy of candidates, only the Director of Youth and Young Adults, Director of Christian
4218 Education, Pastor (or the Associate Pastor, in the absence or incapacity of the Pastor) will have access to, and
4219 will be permitted to review background information.

4220 The Pastor (or the Associate Pastor, in the absence or incapacity of the Pastor) in his or her discretion may
4221 recommend any exceptions to the application of this policy, subject to discussion with and the agreement of
4222 the Christian Education Director and at least one member of the Personnel Committee.

4223 Prior to beginning active service as a volunteer working with minors (more than two times per 12-month
4224 period for non-overnight activities, all chaperons for overnight events involving minors, and all volunteers
4225 providing transportation to minors) such individuals (age 14 years old and above) will be screened and
4226 selected utilizing the following methods:

- 4227 ◦ A standard volunteer application (to include items such as: contact information, availability, interest areas,
4228 references, Social Security Number, Driver's License Number, self-disclosure information regarding arrests or
4229 DUIs, emergency contact information, etc.) completed by the applicant that includes an authorization for the
4230 release of information to conduct background checks (which may include fingerprinting) prior to, and at any
4231 time during, active service as a volunteer working with minors. The application also includes acknowledgment
4232 that the applicant has received and read these policies.
- 4233 ◦ Criminal records check in any state where the applicant has resided, and other states, if any, as
4234 determined by the church.
- 4235 ◦ Sexual offender registry check in any state where the applicant has resided.
- 4236 ◦ Driving or Motor Vehicle records check if the person may be transporting children or youth.
- 4237 ◦ References from at least two people who are not immediate family of the applicant and who have reason
4238 to know about his/her experience with children and youth.
- 4239 ◦ Anyone who has had a child abuse conviction or expungement, as well as anyone refusing to sign the
4240 statement, will not be permitted to work with children or youth. Although the Session-Board of Trustees
4241 recognizes that this policy may exclude someone who could safely work with children, we believe we must err
4242 on the side of the children's safety.

4243 3.3 Employee Background Checks

4244 In the interest of the well-being and safety of all members, all employees will consent to a background check at
4245 the time of hire. The cost of this employment requirement will be borne by the church.

4246 The results of all background checks [with the exception of called pastors] will be reviewed by the Supervisor
4247 in consultation with the Pastor-Head of Staff. Background checks for candidates for the position of Called
4248 Pastor shall be done and reviewed by the Pastor Nominating Committee and the Presbytery of Cincinnati.

4249 If the results of background checks require any action, those actions will be discussed with the Personnel
4250 Committee of the Session.

4251 This policy also applies to all current employees and called Pastors as of January 17th, 2012.

4252 3.4 Volunteer Staff Training

4253 3.4.1 First year volunteers working with minors will also be required to attend one training session related to
4254 the church's child abuse policy during the course of their first year of service. These training sessions will be
4255 offered by the church, conducted by clergy or members of the Christian Education Committee, and held at
4256 various times throughout the school year. In addition to the training sessions discussed above, more in-depth
4257 educational offerings covering a broad range of child abuse issues will be offered at least biennially for any
4258 interested persons. Specialists in the particular area to be addressed will be retained by the Christian
4259 Education Committee to conduct these sessions. Attendance at these sessions will be voluntary. Those
4260 volunteering at Vacation Bible School at Knox Presbyterian Church will be required to read the policy and sign
4261 the acknowledgement form prior to the start of Vacation Bible School. Any volunteer failing to do so will be
4262 contacted by the Church Educator. Anyone refusing to read the policy and sign the form after being contacted
4263 will not be permitted to teach. When Vacation Bible School is held at other churches, only teachers from the
4264 Knox Presbyterian Church congregation will be asked to comply with this policy. Leaders of community groups
4265 of community groups of children or youth who use the church facilities will be required to read the policy and
4266 sign this acknowledgement form. Church facilities will not be available to groups whose leaders refuse to read
4267 and sign the policy.

4268 3.3.2 The obligation to consent to a background check extends to all volunteers (including both teenagers
4269 beginning at age 14 years old, and adults) on the church list who work with minors 2 or more times within a 12
4270 month period, even those with irregular or very limited teaching or care responsibilities such as occasional
4271 substitute teachers, summer replacement teachers, and volunteers with Vacation Bible School.

4272 3.4 Team Teaching and Chaperoning

4273 Our goal is to assign volunteers in teams of two or more adults per Sunday school hour to every class of
4274 children or youth. Concerted effort will be made to recruit sufficient numbers of volunteers to permit such team
4275 teaching. For classrooms where it proves impractical to assign two teachers, the teacher is required to leave
4276 the door open unless the children are too young and are impossible to keep in the classroom without closing
4277 the door. In any event, the teacher must leave the door window unblocked unless two adults are in the
4278 classroom. Further, the Sunday School Superintendent will make rounds involving random visits to
4279 classrooms throughout the hour, with a special focus on single teacher classrooms. Other church sponsored
4280 or community groups of children or youth who meet at the church should have two or more leaders present
4281 whenever possible. When the group includes both boys and girls, both male and female leaders should be
4282 present. If the group stays overnight at the church, or if a church-sponsored group leaves the premises, two or
4283 more leaders must be present, and no fewer than two adults must be present in any room where adults and
4284 children are sleeping.

4285 3.5 Classroom Discipline

4286 All teachers and workers will utilize the following discipline measures. If a child is behaving inappropriately,
4287 the teacher or worker will tell the child specifically what he or she is doing that is not acceptable and state what
4288 the expected behavior is, e.g., "We do not throw the blocks. We use blocks for building." If this measure is
4289 ineffective, the child will be guided to another activity. If inappropriate behavior continues, the child may be
4290 placed at a table to work alone away from the other students. If the child's disruptive behavior continues after
4291 these steps have been taken, the child's parents may be called to pick up the child, or the child may be taken
4292 to an empty classroom or office and left under the supervision of a staff member or member of the Christian
4293 Education Committee. No physical punishment or verbal abuse, such as ridicule, is to be used at any time. If
4294 isolating the child within the classroom or removal of the child from the room becomes necessary, the situation
4295 will be discussed with the child's parents or guardian as soon as possible.

4296 3.6 Open Classrooms

4297 Classrooms or child care rooms may be visited without prior notice by church staff, parents, or other volunteer
4298 church workers, such as members of the Christian Education Committee. Brief observations of child care
4299 rooms and classrooms of children or youth are conducted by the Church Educator during the Sunday School
4300 hours.

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4302 **ARTICLE VII THE KNOX MEMORIAL CHAPEL**
4303 **AND COLUMBARIUM**

4304
4305 The Columbarium of Knox Presbyterian Church of Cincinnati, Ohio (the Church) has been established to provide
4306 an area in the Church building for the inurnment of the remains of deceased members of the Church and their
4307 families. These rules are designed to assure that the procedure to be followed in inurnments are reverent and
4308 orderly and to specify the privileges and conditions in connection with the use of the Columbarium.

4309 **1.0 SUPERVISION OF THE COLUMBARIUM**

4310 The Session-Board of Trustees shall at all times have full control of the Columbarium. The day-to-day
4311 operation of the Columbarium shall be managed under this policy by the Church Office Administrator with

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oversight by the Pastor-Head of Staff.

2.0 ELIGIBILITY

The Columbarium shall be used only for the inurnment of the cremated remains of:

- current and former members of the congregation of the Church;
- spouses of such members;
- children or stepchildren of such members and their spouses ;
- grandchildren of such members and their spouses;
- parents of such members, and;
- current or former ordained Teaching Elders of the Church, their spouses, children and stepchildren, all of which classes of persons shall be deemed members of the Church for the purposes hereof (the Eligible Persons).

The Session-Board of Trustees shall have authority to make exceptions to the definition of Eligible Persons.

3.0 RESERVATION OF NICHES: TITLE AND RIGHTS RETAINED BY THE CHURCH

Specific niches for the inurnment of cremated remains may be reserved by Eligible Persons for future use upon the payment of the fees in effect at the time of the making of the reservation and upon the execution of all required forms. The reservation of a niche shall be evidenced by a certificate issued by the Church to the Eligible Person making the reservation in substantially the form attached hereto. Legal title to all niches and appurtenant real property shall at all times remain in the Church. The reservation of a niche and the payment of a reservation fee confers only the right to use the niche in accordance with the Rules in effect from time to time and no title or right of ownership to the niche or any appurtenant real property becomes vested thereby in the Eligible Person making the reservation. Any niche that has not been previously reserved by another Eligible Person may be reserved. Reservations may not be transferred to any other person or persons except with the prior written permission of the Clerk of Session. Reservations may be canceled by written notification addressed to and received by the Church Office Administrator by the Eligible Person in whose name the reservation was made or that person's personal representative. Should a reservation be canceled, the Church upon written request refund the reservation fee paid without interest; provided however, that the Church shall be entitled to offset against any refund any amounts due to the Church in connection with or by reason of the reservation or maintenance of the niche reserved. If a niche which has been reserved is unused within a reasonable period of time after the later of the death of the person reserving the niche or the death of the spouse of such person, the Clerk of Session may declare the reservation canceled and the reservation fee paid will be refunded without interest upon the written request to the person legally entitled to the same subject to any appropriate offset by the Church. If a person in whose name a reservation is made ceases to be an Eligible Person, the Clerk of Session may likewise declare the reservation canceled upon written notice to such person, and the reservation fee paid will be refunded without interest upon the written request of such person.

4.0 FEE FOR RIGHT TO USE NICHE WHERE NO RESERVATION HAS BEEN MADE

On those occasions when the family of a deceased Eligible Person desires to have the cremated remains of the deceased inurned in the Columbarium but no niche has been previously reserved, the right to use a niche may be obtained upon the payment of the same fee as for a reservation then in effect and the execution of all required documents.

5.0 URNS

Urns selected for the cremated remains of the Eligible Persons to be inurned in the wooden fronted niches should be designed to hold human remains and selected to be accommodated within the dimensions of the reserved niche. Selection of urns to be placed in the glass fronted niches shall also be designed to hold human remains and selection shall be guided by the Church Office Administrator or a Pastor in order to achieve a certain harmony in the appearance in the Columbarium. Urns will not be provided by the Church.

6.0 PLAQUES

Plaques affixed to the wooden fronted niches shall be of the uniform size, type and composition prescribed by the Church and shall be obtained from the Church. Each plaque will also be inscribed only with the deceased Eligible Person's name, date of birth and date of death. Plaques on urns receiving the cremated remains of two (2) Eligible Persons may be inscribed with such information for both persons. No other inscription(s) will be permitted. The cost of plaques and inscription(s) for the wooden fronted niches are included in the reservation fee.

7.0 CREMATION

The costs of cremation are not covered by any fee or fees paid to the Church pursuant to these rules and the Church will not offer any cremation services. The representative of the deceased Eligible Persons shall be responsible for cremation in accordance with the laws of the State of Ohio and for the costs in connection therewith.

8.0 MULTIPLE INURNMENTS

The niches are designed as single, double and multiple niches. The placement of the cremated remains

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of more than one (1) deceased person in a single niche, more than two (2) persons in a double niche and more than four (4) persons in a multiple niche is prohibited.

9.0 MEMORIAL SERVICES

A memorial service for the inurnment of cremated remains will be planned by the Teaching Elders of the church in consultation with the deceased's family. Only a member of the Church or someone designated by such minister may conduct the services held in connection with the inurnment of the remains in the niches of the Columbarium. No inurnment will be permitted without such a service.

10.0 RIGHT OF CHURCH TO REMOVE CREMATED REMAINS

Each Eligible Person upon his or her reservation of a niche, or the family of an Eligible person upon their purchase of the right to use a niche, as the case may be, shall upon request acknowledge in writing, and the Church reserves without such acknowledgment, the right to remove the cremated remains of the deceased inurned therein and to cause the re-inurnment of such remains in any appropriate location, whether on the present grounds of the Church or elsewhere, upon the occasion of the relocation or discontinuance of the Columbarium for any reason.

11.0 REMOVAL OF CREMATED REMAINS BY ENTITIES OTHER THAN THE CHURCH

Upon the request of a person showing evidence of due authority, a niche may be opened and the cremated remains of a deceased Eligible Person inurned therein may be removed by such person authorized by law to do so and upon compliance by such person with all the requirements of state, municipal or other applicable laws. Any such opening of a niche shall be done by the Church at such time as may be convenient to it and the cost thereof shall be paid by the person requesting such action. The Church may require as a condition of complying with such a request that the person making such request release and indemnify the Church against all liability and expenses (including attorneys fees) incurred in connection with such opening and removal. If, after the removal of the cremated remains of the deceased, the cremated remains of another deceased are not still in the niche, all rights to use of the niche shall revert to the Church. No fees of any type shall be refunded by the Church to any person or estate upon removal of inurned remains.

12.0 RECORD OF INURNMENTS

12.1 The Church shall maintain a record of each inurnments in the Columbarium. The name of the deceased in each inurnment, the deceased dates of birth and death and the name of the deceased's next of kin shall be included in such record.

12.2 The Church shall also maintain a list of all Eligible Persons reserving niches, together with the names and addresses of the next of kin of such Eligible Persons.

13.0 ACCOUNTS

AR fees, donations, bequests, or other funds received by the Church in connection with the Columbarium, shall be received by the Financial Secretary and be maintained in a designated fund within the general checking account of the Church. All disbursements from the fund shall be authorized in writing to the Financial Secretary. All income from the Columbarium shall be transferred to the Knox Church Endowment prior to the close of the Church accounting records each year, except that portion of income as deemed by the Financial Secretary necessary to the on-going operation of the Columbarium.

14.0 CONDITIONS

14.1 The Columbarium will be open to visitors at all times that the Church is open to the public or for special occasions.

14.2 No remains may be inurned in the Columbarium niche without a committal service as provided in section 9.0 hereof.

14.3 In the event that Knox Presbyterian Church should relocate, the Church will provide a suitable Columbarium in the new location. In the event Knox Presbyterian Church should cease to exist, every effort will be made to locate the deceased's heirs and return the cremains to them. If, within a reasonable time, the heirs cannot be found, the cremains will be placed in a suitable location, as determined by the Session-Board of Trustees, or under the authority of the Presbytery.

15.0 LIABILITY

The Church's liability to any person, his or her heirs, family and personal representatives shall be limited to the fee paid for right to use a niche.

16.0 AMENDMENT OR WAIVER OF RULES

The Session-Board of Trustees of the Church may, at any time, upon request or its own motion, modify, amend, repeal, suspend or waive any or all of the rules and requirements stated herein. A waiver of any rule or requirement stated herein shall not be construed, unless specifically so stated by the Session-Board of Trustees, to constitute a waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.

17.0 FEE SCHEDULE

Eligible persons may reserve niches at anytime. The fee for a multiple niche shall be \$1,400; the fee for a double niche will be \$1,200; the fee for single niche shall be \$800. Fees will be subject to change from time to time with approval of the Session-Board of Trustees. Fees include the use of the niche, the open-

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ing and closing of the niche, and for the wooden fronted niches, the identifying name plaque and engraving of the plaque. To insure uniformity, the Church Office Administrator or Pastor-Head of Staff will provide guidance in engraving and in selection of urns for glass-fronted niches.

ARTICLE VIII OTHER POLICIES

The Session-Board of Trustees of Knox Church has adopted the following general policies.

1.0 FUNDRAISING/SOLICITATION/COMMERCIAL ENDORSEMENTS

- 1.1 The church cannot prefer one member over any other and should, in all matters of commerce, act in ways consistent with this principle.
- 1.2 The church does not want to offer an endorsement or do anything that might give the appearance of being an endorsement to any commercial venture.
- 1.3 We avoid endorsements as a church because the church should not do anything that compromises its independence or integrity.
- 1.4 All church directories shall include a disclaimer that this document is intended solely for the use of its members and shall not be used for purposes of solicitation.
- 1.5 All requests for fund-raising activities shall be submitted to the Session-Board of Trustees for approval.

2.0 COMPUTER HARDWARE, SOFTWARE AND DATA MANAGEMENT

- 2.1 The computer system of the church is an integral part of day-to-day operations and must be operated with care and under the following guidelines:
 - 2.2.1 Laptop computers may be temporarily removed from the church by the person to whom it is assigned. Desktop computers, printers or other computer-related devices should not be moved or removed except as deemed necessary by the Director of IT.
 - 2.1.2 Much of the data stored on the system is of proprietary nature. No data should be disseminated for use by any individual, group or organization without prior approval of the Director of IT.
 - 2.1.3 In no case should data be used for purposes of solicitation, other than the annual stewardship campaign, unless approved by the Session-Board of Trustees, and /or Pastor-Head of Staff.
 - 2.1.4 Because of the potential for infection by computer viruses, it is recommended that no peripheral media (diskettes, re-writeable CDs, tapes, etc...) be brought into the church or that any information on them be transferred from an external source to an internal machine without being subjected to scan by the church's anti-virus system. Any anti-virus program that may be installed on the server or on individual workstations must be left in the "enable" mode at all times.
 - 2.1.5 Computers are to be used to run only church-approved software. Programs, games, etc... that do not serve the purposes of the church are not to be loaded or operated. Software that is bundled with operating systems is exempt.
 - 2.1.6 Modifying, adding or deleting programs, or changing hardware or their configuration, should be done only by, or through direction from the Director of IT or network administrator.
 - 2.1.7 Access to the server is granted only to the Director of IT or network administrator. At no time should the server be moved, entered or turned off other than as may be directed.
 - 2.1.8 All client machines should be shut down at the end of the work day to allow the server to fully backup all information. One copy of the month-end backup will be placed in fireproof storage, then removed and replaced with the next month's backup.
 - 2.1.9 The church's internet connection must not be used to download, view or print any material of an objectionable nature, including but not limited to content of a sexual or violent nature.

ARTICLE IX BYLAWS OF THE KNOX PRESCHOOL BOARD

- The governing board of the Knox Preschool shall be known as the Knox Preschool Board.
- The Board derives its authority from the Session-Board of Trustees of Knox Church and reports to the Session through the Mission and Social Concerns Committee of Knox Church.

- 4496 ● The responsibility of the Board is to establish policies and administer procedures for the Knox Preschool in ac-
4497 cordance with state, city, and county laws and regulations.
- 4498 ● The elected Board shall consist of no fewer than five Knox Church members. Election to the Board is stag-
4499 gered; i.e., no less than one is elected each year. Each elected Board member shall serve a three-year term of
4500 office. The officers shall consist of a chairperson, treasurer, and secretary. The remaining elected Board mem-
4501 bers will be assigned as a chairperson for the Human Resources Committee, Development Committee, or the
4502 Policies and Procedures Committee. One elected Board member will also be designated as the vice-chairperson.
4503 One member of the Session-Board of Trustees of Knox Church will be assigned to the Board to serve a one-year
4504 calendar term as the chairperson of one standing committee to be determined by the Board chairperson.
- 4505 ● Membership is restricted to active members of Knox Presbyterian Church or to honorary members (as chosen
4506 by the Session-Board of Trustees of Knox Church). The elected Board members may submit recommendations
4507 for new Board members to the chairperson before nomination. The nominees will be presented to the Knox Pre-
4508 school Board for election. Upon consent to serve on the Board, the names of the newly elected Board members
4509 will be submitted to the Mission and Social Concerns Committee for approval by the Session-Board of Trustees.
- 4510 ● The chairperson-elect shall nominate the vice-chairperson. Nominations will also be accepted from the floor at
4511 the time of election of new members. The vice-chairperson shall serve as chairperson the following year.
- 4512 ● The elected members may submit recommendations for officer assignments to the chairperson elect prior to
4513 selection. The nominees will be presented to the Knox Preschool Board for approval.
- 4514 ● The Knox Preschool Board shall meet monthly through the school year. The chairperson, if necessary, will call
4515 additional meetings. Decisions shall be made by majority vote. A quorum shall be a majority of the elected Board
4516 members.
- 4517 ● The resignation of any elected Board member shall be tendered in writing to the chairperson. No resignation
4518 shall be effective until approved by the Board and the Session-Board of Trustees. The vacancy shall be filled by
4519 floor nomination and elected by the remaining elected Board members.
- 4520 ● Roberts' Rules of Order Newly Revised shall govern the Board in all cases not provided for in the foregoing
4521 Articles.
4522

4523 **ARTICLE X PRESCHOOL COMMITTEE ORGANIZATION**

4524 **HUMAN RESOURCES**

4525 **COMMITTEE:**
4526 The Committee shall be responsible for establishing personnel and compensation policies for the Pre-
4527 school. In addition, this committee shall propose revisions to the By Laws and the Personnel Policies
4528 and Procedures Handbook when deemed necessary.
4529
4530

4531 **DEVELOPMENT**

4532 **COMMITTEE:**
4533 The Committee shall be responsible for fund raising efforts, assisting the director in securing grants, and
4534 soliciting donations. This committee shall work closely with the Finance and Scholarship Committee in
4535 setting goals and objectives.
4536

4537 **POLICIES & PROCEDURES**

4538 **COMMITTEE:**
4539 The Committee is responsible for reviewing and recommending approval of proposals and plans present-
4540 ed by the Preschool Director and staff which affect Preschool policies and procedures, and assisting the
4541 Preschool Director in the maintenance of the accreditation of the Preschool.
4542

4543 **FINANCE & SCHOLARSHIP**

4544 **COMMITTEE:**
4545 The Committee shall be responsible for overseeing the operating budget of the Preschool, selecting
4546 scholarship recipients, administering the scholarship program, and securing scholarship funding. The
4547 Preschool Director recommends potential scholarship recipients to the committee. The guidelines for
4548 awarding scholarships are on file in the Preschool Office.

4549 **ORGANIZATION:**
4550 The Committee shall be comprised of the Chairperson, Treasurer, and the Preschool Director.
4551

4552 **POLICIES OF THE PRESCHOOL**

4553 Knox Preschool began as Knox Nursery School (a parent co-op program) in 1956. It has operated as a
4554 nondenominational community outreach program of The Knox Presbyterian Church since that time. In 1995, the

4555 name of the school was changed to Knox Preschool and the parent co-op program was replaced with a
4556 teacher/assistant program for each classroom.

4557 **1.0 GOALS AND OBJECTIVES**

4558 1.1 Our goal is to provide a warm, supportive environment in which each child is stimulated to carefully
4559 achieve his/her full potential. Our method of achieving our goal is to use a developmental teaching
4560 approach addressing the social, emotional, intellectual, and physical needs of the whole child. Social and
4561 emotional growth are stimulated through large and small group activities. To facilitate the acquisition of
4562 problem solving skills, the teacher acts as the model for communication skills and carefully guides the
4563 children through normal conflict situations and problem solving situations so that these important skills
4564 can be used independently as needed. Nurturing the development of high self-esteem is a priority. We
4565 look for the strengths of each child, and build upon those. Intellectual development is facilitated through
4566 the use of developmentally appropriate materials and equipment and a curriculum planned by teachers
4567 trained in early childhood education. Activities and experiences challenge the children while allowing
4568 them to achieve success.

4569 1.2 Physical activities are available in both the indoor and outdoor large muscle play areas, which
4570 are used on a daily basis.

4571 **2.0 ROLE OF STAFF**

4572 2.1 To meet our goals it is essential that we have in place a sensitive, knowledgeable and dedicated
4573 staff. We expect that our employees will have a positive impact on the lives of the children they teach,
4574 knowing that the preschool years are an opportunity to set learning patterns for students for the rest of
4575 their educational experience.

4576 2.2 Each employee is responsible for creating and continuing good working relationships with the enti-
4577 ties comprising Knox Preschool: students ' parents, volunteers, teacher assistants, director, board mem-
4578 bers, and the Knox Church staff.

4579 2.3 All employees are obligated to abide by the policies and procedures of the Knox Preschool.

4580 **3.0 THE GOVERNING BODY OF THE PRESCHOOL**

4581 3.1 The governing body of the preschool is the Knox Preschool Board. It is composed of Knox Church
4582 members appointed to three-year terms by the Session-Board of Trustees of Knox Church. The Board is
4583 responsible for the fiscal well-being of the school and reports directly to the Mission and Social Concerns
4584 Committee of Knox Church which, in turn, reports to the Session-Board of Trustees of Knox Church.

4585 3.2 The Knox Preschool Board operates according to its Constitution and By-laws which outline its re-
4586 sponsibilities as that of:

- 4587 ● establishing and approving policies;
4588 ● ensuring that policies are being implemented;
4589 ● reviewing policy periodically;
4590 ● hiring the Director of the Preschool;
4591 ● developing and approving an annual budget;
4592 ● approving the teaching staff hired by the Director, and;
4593 ● fund raising for the school.

4594 3.3 Knox Preschool Board members are assigned responsibilities within the following committees:

- 4595 ● Human Resources;
4596 ● Development and Finance;
4597 ● Program and Planning.

4598 3.4 The Director of the Preschool reports to the Knox Preschool Board at all monthly meetings and at-
4599 tends all committee meetings.

4600 **4.0 PERSONNEL POLICIES AND PROCEDURES**

4601 4.1 The Human Resources committee of the Knox Preschool Board is responsible for establishing all
4602 personnel and compensation policies.

4603 4.2 Applications for employment with Knox Preschool are screened by the Director. Complete applica-
4604 tions will include a resume and three (3) professional references. Qualified applicants are then
4605 interviewed by the Director. The Director seeks final approval of applicants from the Human Resources
4606 Committee of the Board.

4607 4.3 All teachers are required to execute an appropriate employment contract which incorporates a Job
4608 Description and provisions of these Personnel Policies and Procedures. Contracts are signed by the
4609 employee, the Preschool Director, and representatives from the Preschool Board and the Knox Church
4610 staff.

4611 4.4 All applicants must meet the minimum requirement of the Cincinnati Board of Health and the State
4612 of Ohio Department of Public Welfare.

4613 4.5 Selections for hiring and advancement will be made in accordance with all equal employment laws
4614 covering race, sex, national origin, age, creed and handicaps.

4615 **5.0 CHILD CONVICTION STATEMENT**

4616 Every new employee will be required to sign a child daycare conviction statement which will be placed

4617 in their personnel file.

4618 **6.0 POLICE RECORD CHECK AND FINGERPRINTING**

4619 All new employees will be required to sign the Cincinnati Police Information Release Form which is forwarded to
4620 the daycare licensing department of the Cincinnati Health Department for verification. Each employee must also
4621 submit to a fingerprint check. (Costs for the fingerprinting are borne by the school.)

4622 **7.0 ORIENTATION AND TRAINING**

4623 7.1 An orientation program will be available for all new employees when necessary.

4624 7.2 Each teacher, including the Director shall successfully complete and receive certification for the fol-
4625 lowing training:

- 4626 ● six-hour Red Cross First Aid;
- 4627 ● six-hour Common Childhood Illnesses;
- 4628 ● six-hour Child Abuse Recognition;
- 4629 ● six-hour Pediatric CPR.

4630 The Cincinnati Board of Health requires renewal of these certificates every three years. The cost for all
4631 required training will be covered by the preschool. In the event the employee voluntarily terminates the
4632 contract within the course of the school year, the employee must reimburse the Preschool for any training
4633 fees.

4634 **8.0 PHYSICAL EXAMINATION**

4635 Each new employee shall present evidence of a physical examination within the last twelve months (em-
4636 ployment medical statement) which shall remain in the personnel file. Every employee shall have their
4637 tuberculin test repeated every two years, as required by the Cincinnati Board of Health and the State of
4638 Ohio Department of Public Welfare.

4639 **9.0 EMPLOYMENT STATUS**

4640 The status of all preschool employment falls into one of the following categories:

- 4641 ● Director;
- 4642 ● Teacher;
- 4643 ● Teacher's Assistant;
- 4644 ● Probationary;
- 4645 ● Substitute.

4646 **10.0 PROBATIONARY PERIOD**

4647 Any new employee will be on probation for a period of three calendar months beginning with the first day
4648 of classroom teaching. During that time performance on and reaction to the job will be observed and
4649 evaluated by the Director. If the Director is not satisfied with the employee's performance during that pe-
4650 riod, the Director may suggest one of two options: the employee may be terminated (an employee under
4651 employment contract will be given two weeks notice) or such employee may continue to be employed on
4652 probationary status for an additional three months. As with all other employees-at-will, employees on
4653 probationary status may be dismissed at any time without cause.

4654 **11.0 SALARIES AND COMPENSATION**

4655 11.1 It is the policy of Knox Preschool to pay fair salaries based on differences in job requirements as
4656 measured by skill and responsibility. It is the intent of the Board that the salary scale of Knox Preschool
4657 compare favorably with salaries being paid for similar services elsewhere in the community. The Board
4658 normally reviews the salary scale annually.

4659 11.2 All employees will be paid on the 15th and 30th of each month from September through May.
4660 When the end of a pay period falls on a Saturday, Sunday or holiday, paychecks will be distributed on the
4661 preceding Friday or on the day before the holiday.

4662 11.3 The Financial Secretary of the Church will make all required withholdings from all payroll checks.

4663 **12.0 WORKER'S COMPENSATION**

4664 Provision is made under the Ohio Workers Compensation statute for compensation to an employee in the
4665 case of job-related injuries or illnesses. Since Knox Preschool is an employer covered by the law and
4666 compensation may be available under the law with respect to certain occupational accidents or diseases,
4667 any injury received during work, no matter how slight, should be reported immediately to the Director.

4668 **13.0 SUPERVISION AND EVALUATION**

4669 13.1 The supervisory relationships for each position are included in the job description. The supervisor
4670 will provide guidance to the employee in the performance of his/her responsibilities.

4671 13.2 Each worker should be given an evaluation of his/her work at the end of the probationary period.
4672 Thereafter, evaluation will be done twice a year. Employee evaluations are to be part of the permanent
4673 employee records and are to contain both a current appraisal of job skills and mutually agreed upon are-
4674 as of employee improvement.

4675 13.3 All evaluations should be the result of participation by the supervisor and the worker based on a se-
4676 ries of job elements mutually agreed upon as composing the employee's work assignment. Job descrip-
4677 tions should also be reviewed at this time. Suggested changes should be submitted to the Knox Pre-
4678 school Board for approval.

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14.0 STAFF DEVELOPMENT

14.1 Knox Preschool and the employee are mutually responsible for the employee's growth on the job. Employees are required to attend regularly scheduled supervisory conferences, staff meetings, and in-service training days.

14.2 Knox Preschool also encourages teachers to participate in continuing education programs such as seminars, workshops and like programs. Membership in NAEYC is also viewed as a valuable credential.

The Preschool will pay one-half of the cost of the NAEYC membership and also one-half of the cost of any appropriate conferences or seminars attended, with the approval of the Director.

15.0 PERSONNEL RECORDS

A personnel file for each employee, containing his/her employment application or resume, all payroll information and changes, signed emergency transportation authorization form, required training certificates, evaluations, health records, a copy of academic transcript, any pertinent correspondence, memoranda or other data will be kept by the Director. Any change in basic personal information shall be reported promptly to the Director by each employee.

16.0 WORK SCHEDULE

The work schedule for the Director and each Teacher is outlined in the employment contract. Teacher Assistant work schedules will be determined by the Director.

17.0 SUBSTITUTES

17.1 An employee who is going to be absent must notify the Director as soon as possible so a substitute can be arranged.

17.2 The rights and responsibilities outlined in this policy do not pertain to substitutes.

18.0 GRIEVANCE PROCEDURE

For the adjustment of personal and professional issues, normal administrative channels of the preschool will be utilized. If necessary, disagreements or questions may be referred in writing to the Knox Preschool Board of Directors for resolution and possible professional mediation. Any mediation costs (i.e., fees charged by the mediator) will be shared equally by the parties involved in the dispute. Final responsibility for taking and carrying out personnel action in relation to grievances rests with the Preschool Board.

19.0 HOLIDAYS AND LEAVES

19.1 Holidays

The following holidays are observed by Knox Preschool throughout the school year:

- Veteran's Day;
- Thanksgiving Day;
- the day following Thanksgiving;
- winter vacation (date to be determined each year);
- Martin Luther King Day;
- President's Day
- spring vacation (date to be determined each year).

Paid holidays are underlined.

19.2 Sick Leave/Substitutes

19.2.1 Each teacher shall be entitled to take during the school year, as compensated sick leave, that number of days the teacher is employed per week under the provisions of the employment contract. The Director is entitled to five paid days of sick leave.

19.2.2 Each teacher assistant returning to Knox Preschool for a second year shall be entitled to take during the school year, as compensated sick leave, that number of days the assistant is employed per week under the provisions of the employment contract, provided the probationary period is completed.

19.2.3 Employees will not be additionally compensated for unused sick leave upon dismissal or termination of employment. Repeated absences due to illness may result in dismissal. Any employee absent more than three consecutive days may be required to furnish a physician's statement that he/she is able to return to work.

20.0 PERSONAL/PROFESSIONAL LEAVE

20.1 The Director shall be entitled to take during the school year, as compensated professional leave, two days for the purpose of visiting other preschools and centers. The Director shall also be entitled to take during each school year, as compensated personal leave, two days to be used with such person's discretion for personal reasons. Personal/Professional leave shall not be accrued.

20.2 Each teacher shall be entitled to take one day during each school year as compensated professional leave for the purpose of visiting other preschools and centers. Each teacher shall also be entitled to take during each school year, as compensated personal leave, one day to be used with such person's discretion for personal reasons. Personal/Professional leave shall not be accrued.

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21.0 OTHER LEAVES OF ABSENCE

Requests for unpaid leaves of absence other than those specifically provided in these personnel policies and procedures (such as jury duty) must be made in writing to the Director. Such leaves require the Director's recommendation and the Board's approval and are subject to all terms and conditions as may be determined by the Board. In certain cases, such as death or illness in the employee's immediate family, the employee may elect to treat such absence, with the consent of the Director and the Board Chairperson, as compensated sick leave if unused sick leave is available.

22.0 SEPARATION OF STAFF

22.1 Resignation

Employees are expected to fulfill contract obligations. For the benefit of the program and the children the Board requests four weeks notice of resignation of a Teacher, four weeks notice of resignation of the Director, and 2 weeks notice of resignation of a Teacher Assistant. In the event the employee voluntarily terminates the contract within the course of the school year, the employee must reimburse the Preschool for any training fees.

22.2 Dismissals and Disciplinary Action

22.2.1 The Director will refer any dismissal or disciplinary recommendations to the Human Resources Committee of the Knox Preschool Board. Causes considered adequate for dismissal or disciplinary action include but are not limited to: falsification of personnel records, insubordination, repeated failure to observe the requirements of these personnel policies and procedures or of the job description or any portion of the employee's employment contract, repeated tardiness, and absence without satisfactory explanation. Disciplinary action may include the imposition by the Board of a period of probation.

22.2.2 The Knox Preschool Board is responsible for any discharge or disciplinary action taken with regard to the Director.

22.3 Termination of Contract

Employee contracts are entered into by the Knox Preschool Board upon a good faith advanced determination of the number of teachers and other employees necessary to operate the school. In the event of the occurrence or existence of conditions which are beyond the control of the school and which would make it impossible or impractical to continue all or any part of the school operation; any employee may be terminated upon two weeks notice.

23.0 EMERGENCY PROCEDURES

23.1 Emergency Medical and Evacuation Plans

All staff will be familiar with the emergency medical and evacuation plans which are posted in each classroom. A list of the area's emergency phone numbers are at each phone in all classrooms.

23.2 Incident Reports

An incident report is to be filed whenever a child's injury is serious enough to warrant.

23.3 Medical/Dental Emergencies

23.3.1 Each classroom teacher shall assume responsibility for care in any emergency which occurs on school property.

23.3.2 If, in the judgment of the teacher, the injury needs medical attention, the Director will call the parent of the child. If the parent cannot be reached the emergency number on the Emergency Information Record form will be contacted.

23.3.3 If the injury requires immediate emergency treatment, 911 will be called for medical assistance and transportation to the Emergency Room of the hospital authorized by the parent. (There are telephones in each classroom.) The classroom teacher or director will accompany the child to the hospital, the classroom assistant will take over the class, and the parent will be contacted.

NOTE: *When using 911, be sure that clear directions are given to locate the school area of the church: i.e., identify Knox Preschool in the basement of Knox Presbyterian Church at Michigan and Observatory Avenues in Hyde Park. Enter the building through the parking lot entrance and come downstairs to the classroom area.*

23.4 Procedures for Handling Spilled Blood and Body Fluids

All teachers and assistants will be familiar with and follow the 10 step Universal Precautions Procedures for Handling Spilled Blood and Body Fluids posted in each classroom.

23.5 Fire and Weather Alerts

23.5.1 Fire and weather alert procedures are posted for each classroom.

23.5.2 The children and staff practice fire drills monthly.

23.6 Management of Communicable Diseases Procedures-Illness

23.6.1 All staff members have Red Cross training for the management for communicable diseases. The communicable disease chart provided by the Cincinnati

4803 Board of Health is posted in room 107.
4804 23.6.2 Upon arrival, each teacher will note the child's well-being. If at that time or
4805 any time during the day, the teacher observes any of the following symptoms, the
4806 teacher or director will attempt to contact the child's parent(s) to have the child
4807 picked up from school. The child will be placed in isolation with a clean cot and a
4808 clean blanket and with supervision.
4809 ● Diarrhea (more than one abnormally loose stool within a 24-hour period);
4810 ● Severe coughing, causing the child to become red or blue in the face
4811 or to make a whooping sound;
4812 ● Difficult or rapid breathing;
4813 ● Yellowish skin or eyes;
4814 ● Conjunctivitis;
4815 ● Temperature of 100 degrees Fahrenheit taken by the axillary (armpit
4816 method);
4817 ● Untreated infectious skin patch(es);
4818 ● Unusually dark urine and /or gray or white stool;
4819 ● Stiff neck.
4820
4821 23.6.3 If neither parent can be reached, the teacher will attempt to contact one of
4822 the two emergency contact persons listed by the parents on the child's registration
4823 form. Phone numbers for parents and emergency contacts are listed on the
4824 Emergency transportation forms which are kept in the respective classrooms.
4825 23.6.4 A child who is experiencing minor common cold symptoms or who does not
4826 feel well enough to participate in regular activities but is NOT exhibiting any of the
4827 above symptoms will be considered a mildly ill child. Each teacher, in consultation
4828 with the Director, may make a decision as to whether or not the parents will be
4829 called or whether the child will be kept with the group until the end of the class pe-
4830 riod. If the child is kept with the group, the teacher will continue to observe for a
4831 worsening condition.
4832 23.6.5 Any staff person experiencing any of the above listed symptoms will be
4833 provided with a substitute teacher for the classroom.
4834 23.6.6 Generally, in the parents judgment and with the approval of the teacher,
4835 the child may return to school when he/she is considered well or if the period of
4836 contagion is over. However, a note from a physician may be required before chil-
4837 dren with some illnesses are permitted to return, based on the discretion of the Di-
4838 rector. Note that children should be free of fever for 24 hours before returning to
4839 school.
4840 23.6.7 Notices must be sent to parents if it is suspected that a child may have ex-
4841 posed the class to a communicable disease.

24.0 CHILD ABUSE POLICY

Please see Article V.

25.0 OTHER POLICIES AND PROCEDURES

25.1 Smoking in the facility is prohibited.

25.2 Tuition for children of staff (contract employees) will be reduced by 10%.

25.3 The Lunch Box Buddies Program is an opportunity for children who are enrolled in classes to stay for lunch and playtime with other students. Parents may sign up their children at the end of each month for days during the following month. There is a cost for the program which is due at sign up time. Qualified adults (teachers, assistants, or the director) oversee the program each day and are paid an hourly rate.

25.4 Basic to our philosophy is the principle that many behavior problems can be avoided through the use of appropriate management skills and techniques. When problems or conflicts do arise, it is our policy to work with the child to find a solution through the use of problem-solving techniques. While this works to solve the immediate problem, it is also intended to teach the children communication and problem-solving skills which they can eventually begin to use on their own.

25.5 Field trips are permitted and encouraged to enhance the lesson plans of the teachers. The following guidelines must be adhered to for safety:

25.5.1 Permission slips must be signed and on file for each child for each trip.

25.5.2 Enough parent volunteer drivers must be available to transport the children. Teachers and assistants may not drive.

25.5.3 Car seats must be used for each child under 4 and under 40 lbs. to follow state law.

25.5.4 All groups going on field trips will be accompanied by a teacher who has

4865 complete and valid Red Cross First Aid training. This person will make certain
4866 that a standard First Aid kit is taken along.
4867 25.5.5 All children will wear a name tag which will include the school name, ad-
4868 dress and telephone number.
4869 25.6 Cleaning Procedures
4870 A solution of 1-part bleach to 10-parts water will be used regularly to clean tables, counters, and toys in
4871 the classroom.
4872 25.7 Late Pick-up Policy
4873 25.7.1 Parents will notify the school when an emergency situation prevents them
4874 from picking up the child.
4875 25.7.2 If the school has not been notified and the child has not been picked up
4876 within 15 minutes of dismissal time the teacher will first attempt to contact the
4877 25.7.3 If the parent has not contacted the school and the teacher is unable to con-
4878 tact the parent/guardian, the emergency contact(s) will be called to pick up the
4879 child or arrange for pickup.
4880 25.7.4 A late fee will be assessed if a child is picked up past 11:45 a.m. on three
4881 separate occasions.
4882 25.8 Parent Involvement in the Classroom
4883 Parents of children enrolled in the Knox Preschool program are always welcome to observe or assist in
4884 the classroom.
4885 25.9 Inadequate Adjustment of Child to School
4886 Experience has shown that there are times when parents and staff decide children are not making ade-
4887 quate adjustments to or adequate progress in a preschool group. In such cases as this, or where home
4888 and school are unable to cooperate adequately with each other, the Knox Preschool reserves the right to
4889 ask that the child be withdrawn from school.
4890

Amendments to the Preschool Bylaws:

4891 Any proposed amendment to the By Laws of the Knox Preschool shall be submitted in writing to the secretary and
4892 chairperson. The secretary shall present the proposed amendment to the Board for consideration at the first
4893 meeting following submission. It shall not be acted upon until the next regular
4894 Meeting. It shall require a two-thirds vote to pass.
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ARTICLE XI AMENDMENTS

4897 Amendments to these Policies and Procedures may be made, unless indicated otherwise herein, by submitting
4898 requested changes to the Clerk of Session, who will also conduct an annual review of this manual and may sug-
4900 gest to staff and committees areas where changes may be appropriate. As policy changes are submitted, they
4901 will be presented to the Session-Board of Trustees for approval. Procedure changes need only the approval of
4902 the Committee or groups making the changes.
4903 All changes in policy and procedure will be inserted into the manual and published on the Knox Web Site
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WEDDING GUIDELINES

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4909 Knox Presbyterian Church is delighted to share with you in the joy of Christian marriage. We will attempt to
4910 make the planning and celebration of your wedding meaningful and memorable, as fitting for such a sacred
4911 occasion. These guidelines reflect our accumulated experience over many years of conducting wedding ser-
4912 vices as well as the directives of our denomination. May you find them helpful in the many preparations be-
4913 fore you as you plan this joyous event. All weddings at Knox Church are conducted in accordance with these
4914 guidelines.
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THE CHRISTIAN NATURE OF MARRIAGE

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4919 *As Jesus Christ has blessed this relationship, and it has been declared holy throughout the life of the*
4920 *Church, those who pledged themselves each to the other in the sight of God are promised God's help as they*
4921 *enter in joys and duties of life together.*

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4923 *When marriage is performed in the context of Christian worship, the proclamation of the gospel of*
4924 *reconciliation in Jesus Christ is a promise of blessing to the marriage.*

4925 *The Christian marriage is a service of worship before God, normally conducted in the house of God.*
4926 *Reverence shall be expected on the part of all present, and the service shall be under the sole discretion of*
4927 *the minister. - from the Constitution of the Presbyterian Church USA*
4928

4929 In our society marriage is a legal contract authorized by the State. Because marriage has had religious signif-
4930 icance for many people, the Church has been granted the authority to preside over the ceremony which af-
4931 firms the legal covenant.
4932

4933 The purpose of Christian marriage is to acknowledge marriage and family as gracious gifts from God and to
4934 celebrate with joy and gratitude your acceptance of these gifts. Christian marriage also affirms your life to-
4935 gether as a couple as well as your responsible participation in the wider structures of family and human
4936 society. Thus, it is appropriate that family and friends be invited to share in your celebration and happiness.
4937

4938 We consider it a sacred obligation to provide you with the means and setting for your marriage. We will try to
4939 serve you with the highest standards of spiritual and professional integrity.
4940

4941 SETTING THE DATE

4942

4943 Because of the number of weddings and other events scheduled at Knox Church, we advise you to consult
4944 with a Knox pastor at least six months in advance of your intended wedding date. For non-members, we are
4945 unable to schedule weddings sooner than one year before the proposed wedding date.
4946

4947 In the process of securing a date and time for your wedding, after reading these Wedding Guidelines, your
4948 next step is to consult with one of the pastors. After receiving a pastor's initial consent to officiate your wed-
4949 ding and if both pastor and church are available on your proposed wedding date, the next step in confirming
4950 your wedding is to submit a completed, signed Wedding Application along with a non-refundable deposit of
4951 \$50 to the church office. By signing the application, you confirm that you have read and agree to abide by the
4952 Knox Church Wedding Guidelines. A wedding date is not confirmed or held until the deposit and signed appli-
4953 cation have been received and accepted. The pastor will be in touch with you as soon as possible upon re-
4954 ceiving these items to confirm your wedding date.
4955

4956 No weddings are scheduled on Sundays or legal holidays. Weddings are not performed in the building during
4957 Holy Week. No wedding will be scheduled to begin before 10:30 AM or after 7:00 PM. Three hours will be
4958 allowed for your wedding (2 hours prior, ½ hour for the ceremony and ½ hour after) which is to include the
4959 use of the dressing rooms, photography session, receiving line, etc. If you arrange for a reception at the
4960 church, more time will be allowed.
4961

4962 MARRIAGE CONFERENCE

4963

4964 Once the wedding date and time have been confirmed by the officiating pastor, it will be your responsibility to
4965 make an appointment with the pastor to begin pre-marital conference sessions. The pastor who will officiate
4966 your wedding is required by Presbyterian law to meet with both of you prior to the wedding.
4967

4968 Together you will discuss the nature of and the privileges and obligations you will assume in Christian mar-
4969 riage, as well as the details of the rehearsal and ceremony. The pastor may require one or several consulta-
4970 tions. These sessions provide an informal atmosphere in which to plan your wedding and support you in this
4971 important time in your lives. Anything shared with the pastor in these consultations will be held in the strictest
4972 confidence. Our pastors also stand ready to assist you after your wedding in any way possible.
4973

4974 WEDDING CEREMONY PARTICIPANTS

4975

4976 The wedding ceremony and rehearsal are under the direction of the officiating pastor and a wedding coordi-
4977 nator who will be assigned by the church. Our wedding coordinators are trained to assist the pastor with the
4978 rehearsal, to instruct the attendants and ushers, and to facilitate the actual wedding ceremony. Should you
4979 retain a wedding consultant, his or her services at the church are to be limited solely to arrangements of gown
4980 and apparel.
4981

4982 A Knox Church pastor will participate in all weddings held at Knox. However, if you desire the participation of
4983 an additional clergyperson or other individual at your wedding, such can be arranged. An individual assisting
4984 in the ceremony must be invited to participate by a Knox pastor. Therefore, no person should be invited to
4985 participate until you have discussed this matter with the officiating pastor.
4986

4987 Children are welcome to participate in the ceremony but experience leads us to discourage the participation
4988 of children under four years of age.

4989
4990 WEDDING MUSIC

4991
4992 The marriage service is a joyful, reverent and dignified celebration of worship. Therefore, the music used
4993 should point to God. Popular or favorite songs of a sentimental character or secular connotation are inappro-
4994 priate for the wedding ceremony, and are more appropriately reserved for the wedding reception.

4995
4996 The Knox Church organist or designate will play the organ for all weddings. When the wedding is confirmed
4997 and the initial wedding conference with the pastor has been held and before any plans for music are made, a
4998 conference with the organist should be arranged to seek suggestions and advice. Until this conference has
4999 been held, guest soloists or other musicians should not be invited to participate in the wedding service, nor
5000 should wedding music be selected. Knox Church may have professional soloists
5001 available to sing at weddings if this is desired.

5002
5003 To maintain appropriate standards, final approval of any guest soloist or other musician will be the sole dis-
5004 cretion of the organist who, with the officiating pastor, is also the final authority in the selection of music used
5005 in the service.

5006
5007
5008
5009 WEDDING REHEARSAL

5010
5011 Your wedding rehearsal will be directed by the officiating pastor, assisted by the Knox wedding coordinator.
5012 The purpose of a rehearsal is to prepare for the service of worship. All participants should observe this in de-
5013 corum. The rehearsal is normally 30-45 minutes in length on the day preceding your wedding day, and should
5014 not be scheduled to begin later than 6:30 PM. Because there may be other events scheduled in the church on
5015 the same evening, it is extremely important that all members of your party arrive on time.

5016
5017 PHOTOGRAPHERS

5018
5019 Your photographer must carefully observe the following guidelines:

5020
5021 1) Your photographer must remain quiet and inconspicuous during the ceremony: Flash photography is not
5022 permitted during the ceremony; non-flash (available light) may be taken only from the balcony or narthex dur-
5023 ing the service.

5024
5025 2) One picture each may be taken of the bride and bridesmaids as they process down the aisle. The photog-
5026 rapher must be no more than 8 pews inside the sanctuary to do so.

5027
5028 3) Photographs of the recessional may be taken, but the photographer must remain in the narthex
5029 while doing so.

5030
5031 Please convey these guidelines to the photographer at the time you are securing their services. Your photog-
5032 rapher should be asked to report to the pastor and/or wedding coordinator upon arriving at the church for a
5033 review of these guidelines.

5034
5035 Picture-taking by guests during the ceremony is discouraged. Your wedding ceremony is a worship service
5036 and we ask that you and your families help see that these guidelines are observed by
5037 all.

5038
5039 VIDEOGRAPHERS

5040
5041 Wedding services may be videotaped only under the following conditions:

5042
5043 1) Video cameras will be permitted only in the balcony of the sanctuary or in the transepts; they may not be
5044 placed in the center aisle or in the chancel area.

5045
5046 2) Arrangements for wireless microphones must be made with the pastor before the wedding ceremony.

5047
5048 3) Video photography will be done with available light only — no additional lighting is permitted.

5049
5050 4) Permission to videotape the wedding must be arranged through the officiating pastor at least one week
5051 prior to the service.

5052 5053 WEDDING DECORATIONS AND EFFECTS

5054
5055 We encourage minimal decorations and they should be carefully planned. It is the responsibility of the florist
5056 to check with the Knox Church Administrative Assistant regarding plans for the delivery of decorations. We
5057 recommend that flowers be placed only on the sanctuary reredos or the chancel floor, or, if the wedding is
5058 held in the chapel, only on the communion table. Flowers may not be placed on the sanctuary communion
5059 table. It is also possible to use ribbon or simple arrangements of flowers on the pews in the center aisle.
5060 Should you desire to keep the floral decorations from your wedding, please make arrangements to have them
5061 removed immediately following the ceremony.

5062
5063 Available for your use are two free-standing candelabra for the chancel area. We plan to use those candles at
5064 all weddings which begin at 6:00 PM or later unless we are requested to do otherwise. Also available is a uni-
5065 ty candle holder and two taper candles (couple provides the large center candle).

5066
5067 For aesthetic and safety reasons, we ask that no aisle runners be used. We also ask that nothing be thrown
5068 as the couple departs the church following the wedding, i.e. flower petals, rice, bird seed, etc. (Blowing soap
5069 bubbles is permissible outside the church.)

5070 5071 WEDDING RECEPTIONS

5072
5073 Wedding receptions may be held on the church premises. Due to the many details involved in planning, par-
5074 ties desiring such services should consult with the pastor regarding date, time and church availability. If you
5075 plan to hire a caterer, the church must be informed in advance. Also, Knox has a professional in-house cater-
5076 er which we can recommend to you.

5077 5078 ALCOHOL USE AND SMOKING

5079
5080 Alcoholic beverages and smoking are not permitted on Knox Church property.

5081 5082 SUMMARY AND TIMELINE FOR SCHEDULING YOUR WEDDING AT KNOX CHURCH

- 5083
5084 1) Contact one of the Knox Church pastors for an initial consultation and to inquire about pastor and church
5085 availability.
- 5086
5087 2) Complete and sign the wedding application form and return it to the church office with the \$50 non-
5088 refundable deposit.
- 5089
5090 3) Once a pastor has confirmed your wedding, contact the pastor to make an appointment for a wedding con-
5091 ference.
- 5092
5093 3) After the initial wedding conference, arrange an appointment with the church organist.
- 5094
5095 4) Meet with your florist and photographer; advise them of the church's guidelines spelled out in this docu-
5096 ment.
- 5097
5098 5) Be certain that all church fees are paid in full at least one week prior to the wedding. The check should be
5099 payable to Knox Presbyterian Church and should note the last names of the couple in the
5100 memo portion. For questions on balances due, please contact the Knox Church Secretary.
- 5101
5102 6) Bring your marriage license to the church office within one week prior to your wedding, or to the rehearsal
5103 to give to the pastor.
- 5104
5105 7) Remind all members of your wedding party to be on time for the rehearsal.
- 5106
5107 8) If you have any questions, do not hesitate to contact the officiating pastor. Our goal is to help make your
5108 wedding a wonderful and blessed beginning of a long and happy marriage.
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**VERIFICATION OF RECEIPT AND UNDERSTANDING
KNOX PERSONNEL POLICIES**

I verify by my signature below that I have received a copy of the *Knox Manual of Policy and Procedure*, including the *Knox Presbyterian Church Employee Handbook and Personnel Policies* as contained therein.

I also verify that I have read the contents of the above documents, particularly *Employee Handbook and Personnel Policies* as contained in Section IV, and agree to abide by all of its provisions and of those amendments that may be adopted by the Session-Board of Trustees and by the Personnel Committee of the Session-Board of Trustees of Knox Church from time to time.

Employee Name (printed)

Employee Signature

Date

Please return this form to the Pastor/Head of Staff when completed.