

Strategic Cooperation Agreement

State Convention of Baptists in Indiana
North American Mission Board, SBC

STRATEGIC COOPERATION AGREEMENT

This Strategic Cooperation Agreement ("Agreement") is between The North American Mission Board of the Southern Baptist Convention, Inc., ("NAMB"), and the State Convention of Baptists in Indiana, ("Convention") (collectively "Parties").

1. GENERAL PRINCIPLES

"So then neither the one who plants nor the one who waters is anything, but only God who gives the growth. Now the one who plants and the one who waters are equal, and each will receive his own reward according to his own labor" (1 Corinthians 3:7-8; HCSB).

(a) The sole purpose of this Agreement is for the Parties to cooperate for the advancement of the Gospel of Jesus Christ. The Agreement is governed by the theological and biblical principles of Autonomy and Cooperation, consistent with the core tenants of the Southern Baptist Convention ("SBC").

(b) This Agreement does not establish a joint venture, partnership, or other form of business association or legal entity.

(c) Neither Party has the right to exercise any authority or control over the other, and the provisions of this Agreement are intended to clearly delineate the boundaries of authority between the Parties. Neither Party can initiate work on behalf of the other, or bind the other to any obligation.

(d) Each Party must adhere to the most recent version of the Baptist Faith and Message as adopted by the Southern Baptist Convention in annual session.

(e) The Agreement will be driven by shared values that reflect mutual respect and peer-to-peer relationships, and will be developed and approved by representatives of the Parties in accordance with the policies of each.

(f) Once the Agreement is approved by both parties, the Cooperative Budget will be negotiated separately by the parties. In negotiating the Cooperative Budget, NAMB will be represented by the Regional Vice President ("RVP") and the Convention will be represented by the Executive Director ("ED") or his designee(s).

(g) The Parties acknowledge that this Agreement is confidential, and will not disclose this Agreement, or any terms contained in this Agreement, without the express consent of the other Party.

(h) The Parties acknowledge that successful cooperation is based on a commitment to positively relating to each other, both publicly and privately. Outside of this Agreement, cooperation may not always mean unanimity, but the Parties agree not to publically express criticism of each other, and will choose to resolve differences in private. In the event that one Party publically criticizes the other, the good faith funding provisions contained herein may be adversely affected, at the discretion of the offended Party.

2. TERM

The term of this Agreement will begin when signed by both Parties, and run year after year. NAMB will review this Agreement every five years, or sooner if agreed to by the Parties, in order to determine whether revisions must be made, in accordance with the procedures below.

3. RESPONSIBILITIES AND PROMISES

(a) Convention Agrees to:

(i) Fully administer and implement the Cooperative Budget agreed to by the Parties, and utilize all funds and personnel assigned to the Convention's supervision as agreed to herein.

(ii) Provide either an annual financial accounting or independent audit report to the NAMB RVP. NAMB reserves the right to request an additional independent audit, and will bear the cost for such an audit.

(b) NAMB Agrees to:

(i) Provide the specified amount for financial support of the Cooperative Budget, as agreed to by the Parties.

(ii) Provide a coordinated processing service for endorsing prospective chaplaincy personnel and approval of self-funded missionaries.

(iii) Coordinate all major in-state or multi-state disaster relief related events, when called upon. NAMB will work with Convention to assist in mobilizing, equipping, and deploying trained disaster relief volunteers.

(c) Termination of Agreement. Upon at least 365 days' written notice, either Party may terminate this Agreement, with or without cause, or sooner if agreed to by the Parties.

(d) Timeliness. The Parties acknowledge and agree that time is of the essence with respect to all provisions in this Agreement. Each Party must adhere to all timeliness requirements in this Agreement, and that any failure on the part of either Party to act in a timely manner will cause harm to the other Party.

(c) Due Diligence. Each Party acknowledges and agrees that the other Party has made available all information each Party has deemed necessary to commit to the obligations under this Agreement.

4. MISSIONARY PERSONNEL

(a) No Contract. Nothing in this Agreement, and specifically in this section, creates any employment contract, or is intended to modify the nature of the employment between NAMB and the NAMB Missionary.

(b) Relationship. All Missionaries that are fully funded by NAMB are employees of NAMB. Such Missionaries will serve at the pleasure of NAMB. NAMB will provide all compensation and benefits for these Missionaries. Benefits may include relocation, travel and other business expenses. NAMB Missionaries are not authorized to accumulate expenses on behalf of the Convention, except as explicitly authorized by the ED.

(c) No Joint Employment. No Missionaries contemplated by the Agreement will be deemed or construed as jointly employed, and the Parties affirm that there are no jointly funded or jointly employed personnel serving under the joint supervision of NAMB and the Convention.

(d) Approval. All NAMB Missionaries serving with the Convention will be vetted and approved for service with the Convention by the Convention's standard approval process.

(e) Supervision. Ultimate supervision for the NAMB Missionary resides with NAMB, as the legal employer. However, based on the principle of cooperation between the Parties, NAMB is delegating day-to-day supervisory responsibilities to the ED of the Convention, and the NAMB Missionary has been fully apprised of his or her rights and duties under this arrangement.

(f) NAMB Employee Conduct. NAMB Missionaries will abide by all NAMB policies and employee expectations. In addition, when NAMB Missionaries are under the supervision of the ED of the Convention, they will abide by the Convention strategies, rules, regulations, and/or code of conduct, and maintain attire and deportment consistent with the Convention's standards and expectations. Prior to beginning work in cooperation with the Convention, the NAMB Missionary will be given an orientation by the Convention on the expectations of the Convention.

(g) Annual Reviews. The ED will provide an evaluation of any NAMB Missionaries under his supervision by December 15th of each year. This evaluation will be according to agreed-upon job descriptions/covenants.

(h) Filling Missionary Vacancies. NAMB is responsible for initiating the process for filling any NAMB Missionary vacancies for any NAMB Missionary assigned to the Convention. However, the Convention ED will be asked to make referrals and participate in the search, vetting and approval process, prior to final approval by NAMB. The following process will govern how the Parties fill any vacancies.

(i) In the event of a NAMB Missionary vacancy, the Parties must notify each other of the vacancy within 24 hours. The Parties will discuss whether a replacement is appropriate, but the final decision resides with NAMB as the employer.

(ii) Searches for vacancies will be conducted by NAMB in cooperation with the ED. For purposes of these searches, the NAMB RVP is authorized to represent NAMB and is the agent designated to lead the search on behalf of NAMB, in accordance with NAMB's standard candidate evaluation and hiring process.

(iii) If desired, and in addition to the candidate proceeding through the NAMB evaluation and search process, and receiving tentative approval by the NAMB RVP for the Convention assignment, but before NAMB has officially hired the candidate, the candidate will be taken through an approval process by the Convention, culminating in an interview by the

Convention ED in order to determine whether the candidate will be a good fit with the Convention assignment.

(iv) Following this interview and a reasonable time for the Convention to evaluate the interview, the ED will communicate any concerns or agreement with the candidate's qualification to serve with the Convention.

(v) Once the Parties have agreed on a candidate, the NAMB RVP will present the candidate for final approval to the NAMB Board of Trustees, through the Regional Trustee Committee.

(vi) Following approval by the Regional Trustee Committee, NAMB will make a formal offer of employment to the candidate, and coordinate the start date for the candidate with the ED of the Convention.

(i) Termination of NAMB Missionary Assigned to Convention. Any termination or other action that impacts the status of the NAMB Missionary is solely in the discretion of NAMB, as the employer, in consultation with the ED. If the NAMB Missionary does not meet the expectations or requirements of the assignment to the Convention, or abide by the Convention rules, regulations, and/or code of conduct, and maintain attire and deportment consistent with the Convention's standards and expectations, the ED may immediately request the NAMB Missionary be removed from the position. The ED must communicate this to the NAMB RVP as soon as possible.

(j) Elimination/Defunding/Addition of Position. In the event that NAMB, in consultation with the ED, determines to eliminate or defund a position occupied by a NAMB Missionary assigned to the Convention, the Convention may choose to fund the position on its own. NAMB will have no authority, expectation, or obligation regarding the position or the individual chosen by the Convention to fill the position. New positions to be added in a Convention area will be determined in consultation between the Regional VP for NAMB and ED.

5. GENERAL PROVISIONS

(a) Notices. All notices or other writings permitted or required to be delivered under the provisions of this Agreement must be in writing. Notice will only be effective if sent through email, personal delivery, U. S. express mail or by U.S. certified mail, return receipt requested, with sufficient postage affixed, and addressed as follows:

(i) To NAMB: 4200 North Point Parkway
Alpharetta, GA 30022
Attn: Gary Frost, Vice President, Midwest Region
Email: gfrost@namb.net

(ii) To Convention: 900 North High School Road
Indianapolis, IN 46214
Attn: Cecil Seagle, Executive Director
Email: cseagle@schi.org

All such notices will be effective upon receipt. Either Party may change its notice address by a notice given to the other in the manner provided.

(b) Funding. All requests for funding must be submitted to and approved by the NAMB RVP. Any request outside of this process will result in a delay of funding through no fault of NAMB.

(c) Governing Law. The laws of the State of Georgia will be applicable to the interpretation of this Agreement without regard to conflicts of law principles thereof.

(d) Waiver. The waiver of any of the terms or provisions of this Agreement in any one or more instances will not be deemed a permanent waiver thereof or a waiver of this entire Agreement. No waiver will be effective unless in writing signed by the waiving Party.

(e) Severability. In the event that any provision of this Agreement is held illegal or otherwise unenforceable, such provision will be severed and the entire Agreement will not fail on account thereof, and the balance of this Agreement will continue in full force and effect.

(f) Headings. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define the scope or content of this Agreement or the construction of any provision hereof or of any document or instrument referred to herein.

(g) Dispute Resolution. In the event of any dispute between the Parties, the Parties will resolve their dispute through a meeting between designated agents of each Party. In the event that the Parties are unable to resolve the dispute, the Parties can terminate this Agreement according to the provisions under Clause 3.(c).

(h) Entire Agreement/Modification. This Agreement constitutes the entire Agreement between NAMB and Convention relating to the transactions contemplated hereby. Any adjustments to this Agreement will be determined in consultation between the representatives of the Parties, and signed by the executives of each Party.

(i) Effectiveness; Date. This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated when that Party's signature) will be deemed the date of this Agreement.

(j) Interpretation. This Agreement will be construed without interpretation against the Party drafting or causing the drafting of the Agreement or the portions of the Agreement in question.

(k) Force Majeure. Neither Party will be liable to the other Party for delay or failure in performing its obligations hereunder arising due to acts of God, fires, earthquake, unusually severe weather, governmental action or any other similar causes beyond its reasonable control.

SIGNATURES ON FOLLOWING PAGE. THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

Each Party is signing this agreement on the date stated opposite that Party's signature.

CONVENTION:

By: Cecil W. Seagle
Cecil Seagle, Executive Director

Print Name and Title Cecil W. Seagle

Date: 8/17/15

By: David Cullison

Print Name and Title David Cullison, Chairman Exec. Bd.

Date: 8-17-15

NORTH AMERICAN MISSION BOARD
By: Gary Frost
Gary Frost, Vice President, Midwest Region

Print Name and Title: GARY FROST, VP, MW Region's Prayer

Date: 8-25-2015

By: Kevin Ezell
Kevin Ezell, President, NAMB, SBC

Print Name and Title: Kevin Ezell President

Date: 8-28-15

ADDENDUM SECTION