

STRATEGIC COOPERATION AGREEMENT

This Strategic Cooperation Agreement ("Agreement") is entered as of October 1, 2020 (the "Effective Date") by and between The North American Mission Board of the Southern Baptist Convention, Inc. ("NAMB") and [REDACTED]. NAMB and the Convention are each a "Party" and are collectively "Parties" to this Agreement.

The Parties acknowledge that: (a) Each Party is an autonomous, tax-exempt religious ministry; (b) The purpose of this Agreement is for the Parties to cooperate for the advancement of the Gospel of Jesus Christ; (c) the Agreement is based upon the theological and biblical principles of autonomy and cooperation, consistent with the core tenants of the Southern Baptist Convention ("SBC"), as set forth in The Baptist Faith and Message, as adopted by the SBC in annual session; and (d) the Parties each desire to collaborate and to establish general, mutually-agreeable terms by which they will coordinate and mutually support their respective ministry activities, as set forth in this Agreement. Accordingly, the Parties agree as follows:

1. **Term.** The term of this Agreement will begin on the Effective Date and will expire on September 30, 2023. Either party may terminate this Agreement with or without cause upon twelve (12) months written notice.
2. **NAMB Commitments.** Subject to availability of resources, NAMB generally commits to the following during the term of this Agreement, and the Parties will work to coordinate mutually-agreeable timing, manner, and quality of such commitments on an ongoing basis:
 - (a) **Church Planting Funds.** NAMB will fund all church planters in North America who are approved only through The Send Network church planter process, including application, pre-assessment, and assessment. Funding amounts for NAMB approved/endorsed planters will be determined post assessment using the Send Network Church Planter Funding Grid. All NAMB-funded planters will be required to attend Send Network Planter Orientation and complete Send Network training.
 - (b) **Chaplaincy Endorsement.** NAMB will provide a coordinated processing service for endorsing prospective chaplaincy personnel and approval of self-funded missionaries.
 - (c) **Disaster Relief.** NAMB will coordinate all major multi-state disaster relief related events and will assist in the coordination of all major in-state events as requested by the affected state. NAMB will work with Convention to assist in mobilizing, equipping, and deploying trained disaster relief volunteers.
3. **Convention Commitments.** The Convention generally commits to the following during the term of this Agreement, and the Parties will work to coordinate mutually-agreeable timing, manner, and quality of such commitments on an ongoing basis:
 - (a) **Funding Review.** If Convention receives any evangelism/ministry grant from NAMB for any budget year, Convention will provide an annual financial accounting to NAMB, verifying that such ministry grant and any Church Planting Funds were utilized to further the Parties' mutually-agreeable goals.
 - (b) **Funding Audit.** The Convention will allow and cooperate with NAMB to conduct a review of any funds provided to the Convention by NAMB, if requested.
 - (c) **AAEO Report.** The Convention will provide NAMB an annual report of churches which donated to the Annie Armstrong Easter Offering® and the total amount donated by each church during the reporting year. The annual report will be provided on or before February 15 of each year.
4. **Missionary Personnel.** Subject to the provisions of this Section 4, NAMB has or will hire one or more fully-funded NAMB missionaries (each a "Missionary") to assist in the Convention's vision and strategy for

church planting. Such missionaries may include, but are not limited to, a State Director of Missions ("SDOM"), Church Planting Leader ("CPL"), or Church Planting Catalyst ("CPC").

- (a) Relationship of the Parties. Each Missionary will be an at-will employee of NAMB and will serve at the pleasure of NAMB. NAMB will provide, make payment of, and administer all compensation, benefits, payroll taxes, and statutory benefits (such as worker's compensation insurance) for each Missionary in accordance with NAMB's employment policies, as amended from time to time.
- (b) No Contract. This Agreement will not be deemed to create an employment contract between either Party and any Missionary. This Agreement will not modify the nature of the employment between NAMB and any Missionary.
- (c) No Joint Employment. Notwithstanding any other provision of this Agreement, no Missionary will be deemed to be jointly employed.
- (d) Hiring and Approval. The hiring of any Missionary will be in accordance with NAMB's employment, missionary endorsement, and board approval policies, as may be amended from time to time. Prior to hiring any Missionary, NAMB will consult with the Convention's Executive Director ("ED") in searching for and identifying appropriate candidates; however, NAMB will make the final determination on any hiring decision in its sole discretion.
- (e) Resignation, Reassignment, and Termination. Any Missionary may voluntarily resign from employment with NAMB, NAMB may reassign any Missionary, or NAMB may involuntarily terminate the employment of any Missionary with or without cause, all in accordance with NAMB's employment policies, as may be amended from time to time. Convention's ED may submit a written request to NAMB's Regional Director ("RD") that a Missionary be terminated or removed with cause. Prior to the reassignment, termination, or removal of any Missionary, NAMB will consult with the Convention's ED; however, NAMB will make the final determination on any reassignment, termination, or removal decision in its sole discretion.
- (f) Missionary Vacancies. In the event of any Missionary vacancy, NAMB will consult with Convention's ED or his designee to determine whether the vacancy will be filled and, as necessary, to initiate the process for filling such vacancy in accordance with the hiring provisions set forth in Section 4(d) of this Agreement. NAMB will make the final determination on any hiring decision with respect to such vacancy in its sole discretion.
- (g) Supervision and Reviews. NAMB has supervisory authority over each Missionary as a NAMB employee. NAMB's RD, in consultation with Convention's ED or his designee, will determine the appropriated supervisory relationships among NAMB employees, and that supervisory relationship will determine the day to day supervision of all NAMB employees in the Convention. NAMB's RD, in consultation with Convention's ED, will conduct annual performance reviews for each Missionary, in accordance with NAMB's employment policies, as may be amended from time to time.
- (h) Conduct. Each Missionary will abide by all NAMB policies and employee expectations.
- (i) National Missionaries. The Parties acknowledge that NAMB may employ or engage other national missionaries who serve in Convention's geographic ministry area. Such other missionaries may include, but are not limited to, Send City Missionaries, Send Relief Missionaries, and Regional Directors. The employment or engagement of such national missionaries is not within the scope of this Agreement; however, NAMB will inform Convention's ED of the hiring, transition, or termination of such national missionaries as promptly and regularly as practicable in each circumstance.

5. General Provisions. The following general terms apply to this Agreement:

- (a) Status. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties and does not create any benefits, rights, claims, obligations, or causes of action in, to, or on behalf of, any person or entity (including affiliates, third parties, or subcontractors) other than to the Parties under this Agreement.
- (b) Governing Law. Without limiting or waiving the fundamentally ministerial and ecclesiastical nature of this Agreement and only to the extent application of civil law is required to interpret or enforce this Agreement, this Agreement will be governed by the laws of the State of Georgia, without regard to conflicts of law rules thereof.
- (c) Dispute Resolution. The Parties will seek in good faith to resolve any dispute concerning or relating to this Agreement in a Christ-like manner through a meeting of appropriate representatives of each Party at a mutually-agreeable time and place. Any dispute which is not resolved through a meeting of the Parties will be resolved by mediation and, if necessary, by binding arbitration in Atlanta, Georgia by and under the rules of Peacemaker Ministries (or its successor) or another mutually-agreeable Christian Conciliation service. The Parties waive their rights to sue, appeal, or seek other legal remedies with respect to this Agreement, except to the extent necessary to enforce a mediation agreement or final arbitration award.
- (d) Interpretation. This Agreement will not be strictly construed against either Party.
- (e) Entire Agreement; Amendment; Assignment. Except as otherwise expressly provided herein, this Agreement contains the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior negotiations, representations, and understandings, whether oral or written. This Agreement may not be modified, amended, or assigned except in a writing signed by an authorized representative of each Party.
- (f) New Executive Director. A NAMB representative will promptly communicate the terms of this Agreement to any new Executive Director who is called to serve Convention.

Therefore, the Parties have, by their duly authorized representatives, executed this Agreement as of the Effective Date first set forth above.

The North American Mission Board of the Southern Baptist Convention, Inc. ("NAMB")

[REDACTED]

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: Executive Director
 Date: _____