



**New Song**  
community church

# EMPLOYEE HANDBOOK

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# WELCOME TO NEW SONG COMMUNITY CHURCH

*It is our pleasure to welcome you to New Song Community Church (“New Song”). You are now a vital part of the ministry of New Song. This handbook is an important tool to help you adapt to the mission. If you have any questions, please discuss them with your direct supervisor and/or the Human Resources department.*

*As you read through this Handbook, we hope you will feel a sense of responsibility and privilege serving God at New Song. We pray that in your ministry at New Song you will be blessed beyond measure.*

*May God use you mightily for His Purpose!!*

## Introduction and Future Revisions

As an employee of New Song, we hope you will find your employment to be both rewarding and challenging. Because the quality of our staff is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute measurably to the success of the Organization.

This Handbook is designed to acquaint employees with the Organization’s policies and benefits. IT IS NOT A CONTRACT AND SHOULD NOT BE READ TO CREATE CONTRACTUAL OBLIGATIONS.

In the future we may modify, delete or add to any and all policies, procedures, work rules or benefits stated in this employee handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be approved by the Lead Pastor or Executive Pastor.

Any written changes to this handbook will be distributed to the staff so that every employee will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this handbook.

Nothing in this handbook, or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

## GOALS AND EXPECTATIONS

### What New Song Expects From You

New Song needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them *promptly, correctly and pleasantly*. Secondly, you are expected to cooperate with management and your fellow employees and to

maintain a good team attitude. How you interact with fellow employees and our members, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire ministry of New Song. Consequently, whatever your position, you have an important assignment, to perform every task to the very best of your ability. You are encouraged to grasp opportunities for personal development offered to you. This employee handbook offers insight on how you can perform positively and to do your best to meet and exceed New Song's expectations.

We are dedicated to making New Song an Organization where you can approach your manager, or any member of the executive staff, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of New Song. Remember, you help create the pleasant and safe working conditions that New Song intends for you. The result will be better performance for the Organization overall, and personal satisfaction for you and your co-workers.

It is New Song's policy to hire men and women who (with their spouse, if married) are New Song members or are willing to become members and who share New Song's Mission and Vision. We expect staff to attend all sessions of Next Step Seminars including Oasis, apply for and become members, and remain faithfully and enthusiastically on board with New Song's vision, purpose, doctrine, strategy, and leadership.

Below are some expectations that we have for you:

- We expect loyalty and honesty.
- We expect you to become a leader. New Song is committed to providing you with the tools and resources needed to further our mission of seeing unchurched people become fully devoted followers of Christ.
- We expect you to attend New Song church services each week with your family for your own personal spiritual growth and development.
- We expect you to grow spiritually and maintain a daily personal devotional time. We want to do ministry out of the overflow of what God is doing in our lives!
- We expect a positive attitude. We believe that how much you enjoy ministry depends on who you're doing ministry with and the attitude of those around you.
- New Song believes that the Holy Bible is the inspired and infallible word of God and we expect that you will adhere to the lifestyle expectations of a sexually pure life as found in the Bible. (1 Thessalonians 4:2-4)
- We expect staff to have fun. We all have occasional bad days but if ministry isn't enjoyable to you, you need to find another calling. We want to not only work together but also to play and celebrate together.
- We expect you to make mistakes. It is normal to make mistakes when we try new things; the key is to learn from our mistakes so that we don't make the same mistake twice.
- We expect excellence. We need to keep getting better and better at what we do.
- We expect you to be present and serve at Christmas Eve and Easter services.
- We expect you to be good stewards and tithe to New Song. (Malachi 3:8-10)

## **What You Can Expect From New Song**

1. Provide an exciting, challenging and rewarding workplace and experience.

2. Select people on the basis of skill, training, ability, attitude and character.
3. Develop competent people who understand and meet our objectives, and who accept the ideas, suggestions and constructive feedback from fellow employees.
4. Assure employees an opportunity to discuss any problems with the appropriate representatives of New Song.
5. Make prompt and fair adjustment of any complaints which may arise in the everyday conduct of our business, to the extent that it is practical.
6. Respect individual rights, and treat all employees with courtesy and consideration.
7. Promote employees on the basis of their ability and merit.
8. Keep all employees informed of the progress of New Song as well as the Organization's overall aims and objectives.
9. Do all these things in a spirit of friendliness and cooperation so that New Song will continue to be known as **"a great place to work."**

## **EMPLOYMENT PRACTICES AND POLICIES**

### **Our Working Relationship**

Employment with New Song is employment at-will. This means that employment may be terminated with or without cause and with or without advance notice at any time by you or the Organization. Nothing in this employee handbook or in any document or statement shall limit the right to terminate employment at-will. No manager or employee of the Organization has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the Lead Pastor or Executive Pastor of the Organization has the authority to make any such agreement, and then only in writing.

### **Equal Employment Opportunity**

New Song promotes Biblically based respect for all persons and prohibits unlawful discrimination, harassment and retaliation. This commitment applies to all persons involved in operations of New Song, including supervisors, co-workers and volunteers.

New Song strives to comply with all applicable laws prohibiting discrimination, and we consider ourselves to be an equal opportunity employer. It is the policy of New Song not to discriminate based on race, color, gender, marital status, age, national origin or ancestry, physical or mental disability, as required by federal, state or local laws.

This policy extends to the Organization's employment practices, including, but not limited to, recruiting, hiring, terminating, promoting, transferring, training, compensation, benefits, leaves of absence and conditions of employment. Notwithstanding the above, this policy shall not be construed as the Organization's waiver of any exemptions permitted to it under the "ministerial exemption" and/or "religious entity exemption" under applicable federal, state and local law. New Song is permitted and reserves the right to exercise our rights as a religious Organization in the furtherance of our ecclesiastic duties.

Promotions are based on an employee's past performance and qualifications to assume additional responsibilities determined without regard to, or consideration of, the individual's status. The Organization takes all personnel actions without regard to an individual's protected

status. When necessary under the California Fair Employment and Housing Act and the Americans with Disabilities Act, the Organization will reasonably accommodate an employee or applicant with a disability if the employee or applicant is otherwise qualified to safely perform all of the essential functions of the position.

We are committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Organization, and prohibits unlawful discrimination by any employee of the Organization.

We will make reasonable accommodations when requested to comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability. These accommodations will be made for the known physical or mental disability of an applicant or an employee unless undue hardship would result in a direct threat to the health and safety or other job related considerations exist.

## **Performance Appraisals**

Performance appraisals will generally be done annually for all employees. More frequent reviews may be given to newly hired individuals and to those who have been promoted during a given year. Managers may conduct special performance reviews of an employee at any time when the employee's performance, good or bad, warrants special consideration. The performance appraisal has the following objectives:

- To evaluate how the job has been performed.
- To discuss performance with the individual concerned.
- To determine, where necessary, how performance can be improved.
- To evaluate short-term and long-term goals and potential.

The occasion of a performance review does not automatically signify a pay increase.

## **Background Checks**

New Song Church requires that every employee have a background check ran prior to employment. It is also New Song's policy to have one ran for each employee every 3 years.

## **Harassment Free Workplace**

We intend to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort, verbal, physical, or visual, will not be tolerated. This includes both sexual harassment as well as harassment based on an employee's status in a protected class. These classes include, but are not necessarily limited to race, color, religion, gender, age, genetic characteristics, sexual orientation, national origin or ancestry, disability, medical condition, marital status, veteran status, or any other protected status defined by law. This policy also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy extends to unlawful harassment of, or by vendors, independent contractors, clients, or others with whom our employees may come into contact with during their work for New Song.

Our workplace is not limited to our Organization facilities, but may also include client and vendor facilities, as well as anywhere a business-related function, or social function sponsored by the Organization, is taking place.

### **What Is Workplace Harassment?**

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes, messages or statements, pranks, intimidation, physical assaults or contact, or violence. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint. In addition, this policy covers all individuals in the workplace, such as fellow employees, managers, outside clients, vendors, independent contractors, or other nonemployees who conduct business with our Organization.

### **What Is Sexual Harassment?**

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature. When this conduct creates an offensive, hostile and intimidating working environment, it may prevent an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implied or stated and when an employment decision is based on an individual's acceptance or rejection of such conduct. It is important to note that harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, sexual harassment may involve two women or two men.

Harassment may exist on a continuum of behavior. For instance, one example of harassment may be that of an employee showing offensive pictures to another employee. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to, or customarily accepted for, the accomplishment of routine work in and around the workplace.

Generally, two categories of harassment exist. The first, "quid pro quo," may be defined as an exchange of sexual favors for improvement or continuance in your working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or verbal or other conduct creates an intimidating or offensive environment.

Examples of a hostile, intimidating, and offensive working environment includes, but is not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions in exchange for sexual favors. An employee may have a claim of harassment even if he or she has not lost a job or other economic benefit. The law prohibits any form of protected basis harassment that impairs an employee's working ability or emotional well-being at work.

We prohibit any employee from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual. We will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment has been found within the workplace.

## **Sexual Harassment Training**

As of January 1, 2019, all employees: full-time, part-time, independent contractors, new hire, etc., are required to take an online sexual harassment training. Two hour training to supervisors and one hour to non-supervisory employees within six months of hire or promotion, and every two years after that.

Temporary employees must be trained within 30 days of hire or 100 hours worked, whichever is earlier.

## **Responsibility and Reporting**

All New Song employees, and particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or the designated management representative with whom they feel comfortable. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the Organization to do so.

All reported incidents of prohibited harassment will be investigated in an effective, thorough and objective manner. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to both the complainant and to the accused harasser(s). If you believe you have been harassed by any Organization employee, client, or other business contact, confront the harasser and ask him/her to stop. While we encourage you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, to notify your manager immediately even if you are not sure the offending behavior is considered harassment. Any incidents of harassment must be immediately reported to Human Resources. If Human Resources is not available, please contact the Executive Pastor or any member of the pastoral staff. Any claims of sexual harassment should immediately be reported to the Executive Pastor, Lead Pastor or Leadership Board.

Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. However, confidentiality cannot be guaranteed. Any employee found to have harassed any employee will be subject to severe disciplinary action up to and including termination. New Song will also take any additional action necessary to appropriately remedy the situation.

Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment. In addition, the Organization will take appropriate action to remedy any loss to the complaining employee resulting from the harassment. The individual who makes unwelcome advances, threatens or in any way harasses another employee may be personally liable for such actions and their consequences.

All employees must report any incidents immediately so that complaints can be quickly and fairly resolved. The California Department of Fair Employment and Housing (“DFEH”) investigates and may prosecute complaints of harassment. Whenever an employee thinks he or she has been harassed or that he or she has been retaliated against for complaining, that employee may file a complaint with the DFEH. The nearest DFEH office is listed in the telephone book. The Organization also has a brochure on sexual harassment which is available to all employees for additional information.

### **Guidelines for work relationships between members of the opposite sex**

Scripture instructs us to “above all else, guard your heart” (Proverbs 4:23, NIV) and “Abstain from all appearances of evil” (1 Thessalonians 5:22, KJV).

The Apostle Paul wrote, “Don't be so naive and self-confident. You're not exempt. You could fall flat on your face as easily as anyone else. Forget about self-confidence; it's useless. Cultivate God-confidence” (1 Cor. 10:12, Msg). “But among you there must not be even a hint of sexual immorality, or of any kind of impurity, or of greed, because these are improper for God's holy people” (Eph. 5:3, NIV).

In order to assist our staff in following Scriptural warnings and maintaining appropriate boundaries, New Song staff will observe the following guidelines:

1. Avoid going out for meals or coffee alone with members of the opposite sex.\*
2. Avoid any physical display of affection that could be questioned.\*
3. Make home visits only when there is another adult present.
4. Work with window coverings and doors open. If a closed-door meeting is needed, hold it in a room with window coverings left open.
5. Be careful in answering emails, cards, letters, emails, instant messages and etc. from the opposite sex.
6. Do not discuss marriage problems with a staff member of the opposite sex.
7. Do not counsel a member of the opposite sex alone at the office nor counsel that person more than once without his/her mate. Make a referral if the situation warrants it.
8. Pray and be protective allies for each staff member's integrity.

*\* The first two do not apply to unmarried staff or staff that are married to each other*

## **EMPLOYMENT APPLICATIONS**

All potential employees/staff are required to fully complete New Song's Employment Application. We rely upon the accuracy of information contained in the Employment Application as well as the accuracy of other data presented throughout the hiring process and employment.

Any misrepresentation, falsification, or material omission in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination from employment.

## **Classification of Employees**

At the time you are hired, you will be classified as either “exempt” or “non-exempt”. This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty (40) hours per work week. Employees who are paid hourly are referred to as “non-exempt” in this employee handbook.

Exempt employees are managers, executives, professional staff, officers, directors, and others whose duties and responsibilities allow them to be “exempt” from provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted.

Participation in our benefits programs may be affected by your employment status or classification.

All employees of New Song whether exempt, non-exempt, full-time, part-time or temporary, are employed at-will. In addition, New Song also has a number of volunteers who contribute to the day-to-day operations at New Song.

EXEMPT status applies to certain pastoral, administrative, professional and executive staff. Exempt employees qualify for exemption from overtime regulations under state and federal law and their salaries already take into account that they may work long hours.

NON-EXEMPT status applies to all other regular employees. Non-exempt employees are covered by regulations in the State of California wage orders and receive extra pay for overtime work (as described in the overtime section of this employee handbook). Non-exempt California employees are eligible for overtime compensation after eight (8) hours worked in one (1) day or forty (40) hours worked in one (1) week, at one and one-half (1½) times their regular pay.

FULL-TIME employees work on a regular basis for at least 30 hours per week. Full-time employees may or may not be EXEMPT. They are eligible for all benefits available through work at New Song, so long as they meet the applicable requirements, such as length of service.

PART-TIME employees work on a regular basis for fewer than 30 hours per week. Part-time employees may or may not be EXEMPT.

VOLUNTEERS are individuals who offer their time to New Song for charitable or religious purposes. Volunteers are not considered employees and have no expectation of compensation. Any time spent volunteering by an employee of New Song must be approved by the employee’s supervisor, to ensure that it does not parallel any of their normal job functions within New Song. Volunteers are required to review and sign: 1) New Song’s Statement of Faith, 2) Release of Liability and 3) Volunteer handbook.

## **Personnel Records**

A personnel file will be maintained by New Song for each employee of the Organization. General personnel records will be kept in your file such as: job application, performance

evaluations, letters of recommendation and job descriptions. Any employee may review his or her personnel file during regular business hours upon making a request to Human Resources. No one other than the employee or his or her manager or someone from the executive team may seek information from the file without the written permission of the employee. Under no circumstances should the file be removed from the office. Completed I-9 forms are kept in a separate binder.

The Organization will keep your personnel records private. However, there are certain times when information may be given to a person outside the Organization. These are:

1. In response to a subpoena, court order, or order of an administrative agency;
2. To a governmental agency as part of an investigation by that agency of the Organization's compliance with applicable law;
3. In a lawsuit, administrative proceeding, grievance, or arbitration in which you and the Organization are parties;
4. In a workers' compensation proceeding;
5. To administer employee health benefit plans;
6. To a health care provider, when necessary;
7. To a first aid or safety personnel, when necessary; and
8. To a prospective employer or other person requesting a verification of your employment.

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. Please promptly notify Human Resources of any changes in your personal data. Coverage or benefits that you and your family may receive under New Song's benefits package could be negatively affected if the information in your personnel file is incorrect.

## **Inspection of Payroll Records**

Employees and former employees have the right to inspect and obtain copies of their own payroll records. All requests must be submitted in writing to the Human Resources Department at New Song, who will make certain that each request is properly processed. Requests will be honored within 14 days from the date they are received. Individuals who make a request may be asked to provide identification so that they are not provided access to information on other employees. Individuals who request a copy of their records will be required to pay for the cost of making the copies.

## **Attendance**

Regular attendance and punctuality are considered essential functions of every employee's job. Therefore, all employees are expected to arrive on time, ready to work, every day. Our philosophy is that absenteeism is generally controllable. Therefore, absence control is best achieved through individual treatment aimed at the irresponsible, chronic absentee.

We define an absence as failure to report for and remain at work as scheduled. This includes arriving late for work and leaving early without prior supervisory approval. Additionally, absences that exceed the permitted number of hours under the vacation and sick plan may be considered unexcused absences.

If you are unable to arrive at work on time, or must be absent for any portion of the day, you must contact your supervisor as soon as possible. If possible, you should speak directly with your supervisor. If that is not possible, then you must leave a message for your supervisor. Since each department has different needs and internal procedures, employees must check with their supervisor to determine any additional or specific instructions for reporting absences or tardiness.

Excessive absenteeism or tardiness will result in disciplinary action up to and including termination. The standard of what is excessive is determined by the needs of your particular department. This organization will administer this policy in accordance with federal and state law, including, but not limited to, the Americans with Disabilities Act and the Family and Medical Leave Act.

### **Job Abandonment Policy**

If you fail to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from New Song Church.

### **Work Schedules**

New Song will establish the time and duration of working hours for the employee as required by work load and production flow, ministry needs and efficient management of resources.

The normal office hours are Tuesday through Thursday, 9:00 am to 5:00 pm, and Friday 9:00 am to 1:00 pm. The hours are somewhat flexible, but for cohesion, communication and a sense of camaraderie, each staff member should let the office know if they will arrive after 9:00 am or leave before 4:30 pm.

### **Pay Periods**

Pay periods are semi-monthly, ending on the 6<sup>th</sup> and 21<sup>st</sup> of the month for non-exempt (hourly) employees and the 15<sup>th</sup> and last day of the month for exempt (salaried) employees. Paychecks are distributed on the 15<sup>th</sup> and last day of the month. Overtime must be approved in advance by your supervisor. If a regular payday falls on a holiday or weekend, you will be paid on the last day of work prior to holiday or weekend.

### **Payroll Deductions**

New Song is required by law to make regular deductions for taxes imposed by governmental units. These deductions must be made from all paychecks, and the amounts deducted are turned over directly to the applicable governmental units.

Under the Social Security Act, your yearly taxable earnings are reported to the Social Security Board, and your benefits are computed upon them. New Song is required to deduct the tax on your salary. The amount deducted is sent to the federal government for credit to your account. The act provides a monthly income for workers and their families when the worker is retired or disabled and for certain payments to survivors in case of death.

New Song will provide, by January 31 of each year, a W-2 statement showing the total amount of your taxable earnings in addition to all deductions taken from your pay during the previous year.

## **Wage Garnishments**

New Song will adhere to legally imposed wage assignments and garnishments, and will not modify the terms of those legal arrangements unless ordered by a court.

## **Requesting Paid Vacation**

It is the employee's responsibility to submit the proper paperwork to their immediate supervisor for signature and approval prior to taking time off.

## **Payroll Time Sheets**

It is the responsibility of every employee in a non-exempt position to accurately record all time worked and to have your timesheet signed by your supervisor. Federal and state laws require New Song to keep an accurate record of time worked in order to calculate pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Please accurately record the time work begins and ends rounded to the closest quarter of an hour (15 minutes), as well as the beginning and ending of each meal period. Also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always have prior approval from your supervisor. Altering, falsifying or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is each employee's responsibility to sign the time record to certify the accuracy of all time recorded. In addition, if corrections or modifications are made to the time record, both the employee and supervisor must verify the accuracy of the changes by initialing the time record. Any timecard errors should be reported immediately to your supervisor.

Completed, signed, time sheets must be turned into payroll no later than 3 days after stated pay period ends. Late time sheets (past 3 days) may result in a delayed paycheck.

## **Meal and Rest Periods (Non-Exempt Positions/Employee)**

Taking breaks during the day is important to refresh the mind, body and spirit. New Song provides non-exempt employee working more than 5 hours a 30-minute unpaid lunch break each day, and that this break begins within the first four hours and 49 minutes of your workday. Accordingly, taking a duty-free lunch period of at least 30 minutes is *mandatory*. Employees will be provided one (1) 30-minute break for lunch each day, to be taken within the first 4 hour & 49 minutes. However, under special circumstances you may be granted permission by your manager to extend your lunch break to more than 30 minutes. Shorter lunch breaks are not available merely for the purposes of providing you with a shorter workday.

If, at any time, you are unable to take a lunch period because of workload, please immediately inform your manager so that appropriate arrangements can be made.

You are allowed one ten-minute rest period for every four hours of work or major portion thereof. If your workload prevents you from taking at least a ten-minute break in the morning and/or the afternoon, please advise your manager so that arrangements can be made to allow you to do so. New Song Church will assume, unless you notify us otherwise, that you are taking the break periods to which you are entitled. You are expected to observe your assigned working hours and the time allowed for meal and rest periods.

## EMPLOYMENT TERMINATION

New Song strives to ensure a smooth transition for employees leaving the Organization. New Song and its employees have an employment relationship that is known as “employment at will”. This means that employees are not required to work for the Organization for any set period of time nor is the Organization required to employ individuals for any specific length of time. **The statements made in this policy do not alter, modify or limit the employment at will relationship.** An “at-will” employee is subject to termination of employment at any time the Organization concludes it appropriate to do so. Involuntary separation from service means that the termination action is being initiated by New Song, rather than by the employee. In general, employees who are discharged by New Song are not eligible for rehire. However, employees who are terminated due to layoff or restructuring may be eligible for rehire or recall at the Organization’s discretion.

The Organization will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from New Song;
2. Fail to return from an approved leave of absence on the date specified by New Song, or;
3. Fail to report to work or call in for two (2) consecutive work days in accordance with our policies.

All employees who resign voluntarily are asked to provide New Song with the professional courtesy of two weeks’ notice of resignation to allow for a smooth transition, and training of any replacement personnel. The notice you give will be noted on the employment record and will be considered in any discussion regarding rehire or reference information. Once notice of resignation has been given, accrued and unused vacation time normally may not be taken.

Circumstances may exist where the Organization may exercise its right to accept a resignation immediately or to accelerate the final date of employment. The employee’s personnel records will normally indicate “voluntary resignation” whether the final workday was determined by the employee or by the Organization.

All Organization property such as church-owned lap tops, office equipment, credit cards, keys, manuals, computer equipment must be returned on or prior to the last day of employment. The employee should return these items to his or her immediate manager.

Final wages for time worked, plus any pay for unused but accrued vacation time will normally be paid at that time.

## **Final Paycheck**

Employees will receive their final paycheck within the time required by law. Employees who give more than 72 hours' notice will receive their final paycheck on their last day of work. Employees who give less than 72 hours' notice will receive their final paycheck within 72 hours of their notice. Employees who are terminated involuntarily will be provided their final paycheck on their last day of work. The Organization's property (e.g., keys, equipment, etc.) must be returned on or before the employee's last date of active employment.

## **BENEFITS**

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, an employee may be eligible to enjoy other benefits which will enhance job satisfaction. The benefits program described in this employee handbook represents a very large investment by New Song, and New Song trusts that every employee will avoid abusing any of the program's benefits.

A number of the programs (paid family leave, disability-for FT employees only, Social Security and workers' compensation) covers all employees in the manner prescribed by law.

Every full or part time employee working more than 25 hours per week will enjoy all the benefits described in this employee handbook as soon as the eligibility requirements for each particular benefit are met.

A part-time employee working fewer than 25 hours per week will enjoy only those benefits specifically required by law, provided that part-time employee meets the minimum requirements set forth by law and in the benefit plan. Temporary employees are not eligible for benefits.

## **Vacation Time**

New Song recognizes the value of rest and relaxation and encourages employees to use their Vacation Time. It is the policy of New Song to provide vacation time for scheduled time including. Employees, working 25 or more hours per week, are entitled to vacation based upon their years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence or termination of employment.

Vacation time begins accruing upon hire but cannot be taken until after 90 days of employment.

In the event that accrued vacation is not used by the end of the benefit year, you may carry unused vacation forward to the next benefit year. The amount of accrued vacation available for your use may not exceed 1.25 times your annual accrual. Once this maximum is reached, vacation will stop accruing until vacation time is taken and is below the capped amount listed above.

Upon separation of employment, employee will be paid for all accrued, unused vacation hours. Employees on unpaid leave do not accrue vacation.

Vacation Time for **full-time and part-time non-exempt (hourly) employees** will be accrued on the following basis (per hour worked):

Years of Service	Vacation Accrual
Up to 1 year	0.023 hours per hour worked
1-5 years	0.0325 hours per hour worked
5 + years	0.0425 hours per hour worked

Vacation Time for **full-time exempt employees** will be accrued on the following basis:

Years of Service	Vacation Accrual
Up to 1 year	1.67 hours per pay period/120 max hours
1-5 years	3.34 hours per pay period/170 max hours
5 + years	5.00 hours per pay period/220 max hours

## Holidays

We observe the following paid holidays for full-time employees; part-time employees working at least 25 hours per week will receive holiday pay on a pro-rated basis:

<b>New Year's Day</b>	<b>Labor Day</b>
<b>MLK, Jr. Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Day after Thanksgiving</b>
<b>Independence Day</b>	<b>Christmas Day</b>
	<b>Day after Christmas</b>

Eligibility for holiday pay begins upon the first day of employment. Employee must work his/her regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by the employee's manager.

Banking Holiday Hours: If holiday falls on a scheduled day off, you can take that day within 2 week after holiday, otherwise it will be a lost holiday. Coordinate with your supervisor when you would like to take your holiday.

## 403b Retirement Plan

All employees, who receive a W-2 through New Song Church are eligible to enroll and contribute in the 403b retirement plan we have with GuideStone.

## LEAVES OF ABSENCE POLICIES

### Jury Duty

Employee may want to fulfill your civic responsibilities by serving jury duty when required. Non-Exempt – receive 1 paid day if called in for jury selection (jury summons must be attached to time sheet to receive pay.) Employee may request unpaid jury duty leave for the length of absence unless leave of absence is taken as vacation.

Exempt - New Song will comply with federal and state requirements on pay for exempt employees.

Employee may be requested to provide written verification from the court clerk of having served. Employee must show the jury duty summons to his/her manager as soon as possible. Of course, employees are expected to report for work whenever the court schedule permits. Any mileage allowance, fee, etc., paid by the court for jury services are to be retained by you.

## **Paid Sick Leave/PTO**

In accordance with Healthy Workplaces, Healthy Families Act of 2014, New Song has instituted the following Paid Sick Leave for all employees:

Non-Exempt Employees will receive the following paid sick days per year:

Eligibility. Employees who work at least 30 days in a year are eligible to receive paid sick leave. Employees can begin using accrued sick leave once they have worked for an employer for 90 days.

Accrual of sick leave. Employees will accrue one hour of paid sick leave for every 30 hours worked. Paid sick leave will carry over from year to year, but New Song has a cap on accrual of 48 hours (or six days).

- Exempt employees will receive 7 paid sick days at the beginning of each calendar year. These hours cannot be carried over into the next year.

Upon separation of employment, employee will not be paid for any accrued, unused sick hours.

## **COVID-19**

Before leaving home, do a self-assessment. Regardless if mild or severe, if you have ANY of the following symptoms DO NOT ENTER ANY NEW SONG BUILDING. Even if wearing a mask. People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness.

Symptoms may appear **2-14 days after exposure to the virus**. People with these symptoms may have COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

If you have come into contact, or someone within your home/family has any of these symptoms or shows signs of sickness, do not come into a New Song building.

### **Bereavement Leave of Absence**

New Song will pay benefit-eligible employees up to three (3) days paid bereavement leave in the event of a death in the employee's immediate family. For purposes of this policy, "immediate family" shall be defined as: parents, grandparents, siblings, spouse, child, grandchild, or any of these relatives of the employee's spouse.

Employees may use vacation or sick time for any additional days needed or if the death is of a non-immediate family member.

An employee who needs to take time off due to the death of an immediate family member should contact his or her supervisor.

### **Medical Leave of Absence**

A medical leave of absence may be granted for non-work related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible. If you are granted a medical leave, you may use any sick time previously accrued. A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work. Your manager will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work. For the duration of any leave of absence, health insurance benefits ordinarily provided by New Song, and for which the employee is otherwise eligible, will continue for a maximum of 12 weeks. During this time, the employee will be required to contribute their portion of the premium on the same basis as they would have been required during their normal working relationship, including payment of any premium for the dependent coverage they have elected. Employees who wish to continue these benefits may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.

If returning from a non-work related medical leave, employee will be offered the same position held at the time of leaving, if available. However, unless employee is on a pregnancy disability leave, New Song cannot guarantee that the same job or a similar one will be available upon your return. If New Song is unable to provide a job for an employee at the end of leave, New Song will end the employment, but employee will be eligible to apply for any opening that may arise for which employee is qualified.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions. The Organization intends to fully comply with these laws. Please contact Human Resources for any questions regarding these laws.

## **Pregnancy Disability Leave (PDL)**

Female employees are entitled to a disability leave during the time they are disabled due to pregnancy, childbirth or related medical conditions. This leave will be for the period of disability, up to four months. An employee is “disabled by pregnancy” if she is unable because of pregnancy to work at all, or is unable to perform the essential functions of her job, or to perform these functions without undue risk to the employee, to successful completion of her pregnancy, or to other persons. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by an employee’s medical care provider. Medical certification is required, and the length of Pregnancy Disability Leave will depend on the medical necessity for the leave. If an employee needs intermittent leave or leave on a reduced schedule, New Song may require her to transfer, during the period of the intermittent or reduced schedule leave, to an available alternative position for which she is qualified and which better accommodates her recurring periods of leave. Transfer to an alternative position may include altering an existing job to better accommodate the employee’s need for intermittent leave or a reduced work schedule.

An employee, if possible, should give at least a 30 day notice requesting a pregnancy-related leave. This notice must provide and include the expected date on which the leave will begin, written certification from the employee’s medical care provider stating the anticipated delivery date and the duration of the leave. Any request for a leave of absence after disability has ended will be treated as a request for family care leave which will run consecutively with pregnancy disability leave.

Before returning to work, the employee must provide a release from her medical care provider certifying that she is able to safely perform all of the essential functions of her position with or without reasonable accommodation.

New Song will reinstate the employee to her position unless:

1. The employee’s job has ceased to exist for legitimate business reasons;
2. The employee’s job could not be kept open or filled by a temporary employee without substantially undermining New Song’s ability to operate safely and efficiently;
3. The employee has directly or indirectly indicated her intention not to return;
4. The employee is no longer able to perform the essential functions of the job with or without reasonable accommodation;
5. The employee has exceeded the length of the approved leave; or
6. The employee is no longer qualified for the job.

If New Song cannot reinstate the employee to the position she held before the pregnancy disability leave began, New Song will offer the employee a comparable position, provided that a comparable position exists and is available, and provided that filling the available position would not substantially undermine New Song’s ability to operate safely and efficiently.

A pregnancy disability leave is unpaid, but employees may use their accrued sick time during the leave. Sick time will supplement any State Disability Insurance benefits. New Song will maintain group medical benefits during a pregnancy disability leave as required by law. No additional vacation or holiday pay will accrue during the leave.

For the duration of your PDL leave of absence, health insurance benefits ordinarily provided by New Song, and for which the employee is otherwise eligible, will continue for a maximum of 12 weeks. During this time, the employee will be required to contribute their portion of the premium on the same basis as they would have been required during their normal working relationship, including payment of any premium for the dependent coverage they have elected. Employees who wish to continue these benefits may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.

### **Family or Medical Leave of Absence (FMLA)**

Employees who are unable to work because of their own or a family member's illness or injury may be granted a discretionary family or medical leave of absence. New Song may require certification on a periodic basis of the continuing illness or injury by the employee's or family member's physician and/or a physician selected by New Song.

If an employee wishes to request a discretionary family or medical leave, he/she is required to provide: (1) 30-days advance notice when the need for the leave is foreseeable, or as soon as practical if the need is unforeseeable; (2) medical certification from a health care provider confirming the need for leave, stating the first day leave will be needed and the expected duration of leave; (3) additional medical certifications for any extensions of leave before the original leave expires; and (4) periodic oral or written reports from employee during the leave.

### **Childcare Leave of Absence**

An employee (not disabled by pregnancy or childbirth) may be granted a childcare leave of absence for the purpose of caring for a newborn child. Employees who adopt a child may also be granted a childcare leave of absence for the purpose of receiving the child into the home and assisting the child in adjustment after placement.

If an employee is on an approved leave and cannot return to work when the approved leave period expires, he/she must request an extension of leave and provide any requested documentation before he/she is scheduled to return to work. Employees who fail to return to work within 3 days following an approved leave of absence will be terminated from employment.

### **Military Leave**

Military leave is available to employees that enter, voluntarily or involuntarily, the Armed Forces of the United States including the National Guard or the Commissioned Corps of the Public Health Service, and the state military forces or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the federal military forces. Such leave will be granted in accordance with the applicable state and federal laws, and employees returning from military leave will be reinstated provided all legal requirements are satisfied and the employee returns to work or applies for reemployment within the time prescribed by law. Vacation does not accrue during military leave. Unless prohibited by military necessity, employee must notify the Organization of the need for leave, indicating the date of departure and return, as far in advance as possible. Upon return, employee must furnish evidence verifying the dates of military service.

## **Voting**

New Song encourages all employees to fulfill their civic responsibilities by participating in state-wide elections. If employee is unable to vote either before or after regular work schedule, New Song will allow up to two hours of paid time off. Requests for time off to vote must be made at least two working days prior to the Election Day.

## **INSURANCE BENEFITS**

### **Worker's Compensation Insurance**

Worker's Compensation will be provided by New Song for all employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. The Workers' Compensation benefits provided to injured employees may include: medical care, tax free cash benefits to replace lost wages, and/or rehabilitation to help qualified injured employees return to suitable employment. Subject to applicable legal requirements, Workers' Compensation Insurance provides benefits after a short waiting period or, if employee is hospitalized, immediately.

**Employees who sustain work-related injuries or illnesses must inform a supervisor immediately.** No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Employee will be furnished an "Employee Injury Form" within one business day of reporting the injury, which employee must complete and return to his/her supervisor as soon as possible.

In the case of a one-time treatment of minor scratches, cuts, burns, splinters, or other minor injuries, as long as there is no lost work time beyond the date of injury, it will be treated as a first aid case. If additional care and treatment is needed, or if time is lost from work after the date of injury, the claim will no longer be considered a "first aid" claim, but will be processed as a regular claim under Workers' Compensation Insurance.

### **Benefits Continuation (COBRA)**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under New Song's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child who no longer meets eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage at the New Song's group rates plus an administrative fee.

### **Social Security (SS)**

Social Security is an important part of every employee's retirement benefit. All employees must make payments to SS as required by law (these payment will be deducted from employees paycheck), unless exempt.

## **Unemployment (UE) and State Disability Insurance (SDI)**

As a church, New Song is not required to make contributions to State and Federal UE or SDI. New Song does provide private short and long-term disability for full-time employees who work more than 30 hours per week.

## **DAY-TO-DAY OPERATIONS**

### **Safety**

Every effort will be made by New Song to provide a safe and healthy environment for employees/staff. If you see a safety issue report it immediately to Facilities or Human Resources.

- Employees/Staff are to maintain their work station area in a manner that is safe for employees and any guest. Avoid any clutter under, around and over work areas, so as not to promote accidents.
- Electrical outlets should be used appropriately. Plug all electrical equipment into appropriate wall receptacles or appropriate extension cords. Three pronged plugs should be used to ensure continuity of ground.
- Immediately report any defective or depleted safety equipment to the Facilities Director.
- All employees/staff are encouraged to submit suggestions to Human Resources concerning safety and health matters.
- Employees must report all (employee and non-employee) accidents, illnesses and injuries, no matter how large or small, to their supervisor and Human Resources as soon as possible, even if no medical attention is needed. This is necessary in order for New Song to comply with the laws that govern worker safety. An Incident report must be completed and submitted to HR.
- New Song will provide: First Aid Kits in the office areas, for minor medical needs.
- Employees must observe care in lifting heavy objects by using leg muscles, not back. Always ask for assistance when moving bulky and heavy loads.
- No running, horseplay or dangerous acts are allowed while on New Song's premises including engaging in boisterous or disruptive activities or playing pranks.
- Off-duty volunteer activities, sports, recreation, parties, etc. are not covered by workers' compensation in any way through New Song.
- Never use equipment for any purpose other than what is intended.
- When working with a computer screen, employee should have all furniture adjusted, positioned and arranged to minimize strain on all parts of the body.
- Do not tip backwards in swivel or other chairs or use chairs to reach high places.
- Keep items that create slipping hazards off the floor, i.e. pens, pencils, etc.
- Use handrails when ascending and descending stairs.
- Keep stairways clear of items that can be tripped over.
- Do not store materials and equipment against doors, exits, hallways, emergency exit corridors or fire extinguisher stations.
- All cords running across walk areas must be taped down or inserted through rubber protectors to prevent tripping hazards.

- Be aware of persons loitering for no apparent reason (i.e. parking lots). Report any suspicious persons or activities to a member of the Facilities staff.
- If a problem arises that requires attention from the Police or Fire Department, employee should immediately call 911 for assistance and then report to the Facilities staff.

## Reporting an Incident/Accident

In the event of an injury or accident during work hours, it is the employee's responsibility to immediately inform their direct supervisor. An Incident/Accident Report Form must be filled and for any and all injuries. The supervisor must sign the completed form and submit to Human Resources.

## Emergency Action Plan

The Emergency Action Plan is designed to identify different types of disasters and to create an effective plan to deal with them. Evacuation emergency escape routes are noted on floor plans, which are located throughout the premises. If it is necessary to evacuate, employees should proceed to the closest exit.

In the event of any disaster that results in evacuation, these two steps should be followed:

- Every department must report in and each employee scheduled to be working must be accounted for; and
- Each employee working must report to the designated location outside of the building and have his/her name marked off a list

## Fire

In the event of a fire, employees should follow the **R-A-C-E** procedure as outlined below:

- ✓ **Rescue**
  - 1) Evacuate personnel in immediate area to safe rendezvous site.
  - 2) Post staff members at all exits to prevent entrance into the affected area.
- ✓ **Alert**
  - 1) Pull the Fire Alarm
  - 2) Call 911 and give the following information: Church name, address, location of the fire, type of fire, caller's name, and size of fire.
- ✓ **Confine**
  - 1) Close all doors
- ✓ **Extinguish**
  - 1) Locate proper fire extinguisher and use
  - 2) Remember PASS—Pull, Aim, Spray, Sweep

If there is damage to the church, the Disaster Preparedness Plan should be implemented.

### **Earthquake**

In the event of an earthquake, employees should seek shelter away from windows. Employees should avoid areas with large pieces of equipment, bookcases, file cabinets, heavy mirrors, refrigerators, and other heavy objects that could tip over. Take refuge under a desk or sturdy table. Stay under cover until the shaking stops. If employee is under a table or desk, employee must hold onto his/her cover. If it moves, move with it. Interior walls and hallways without windows are also a good place to take refuge. Do not be surprised if the alarm or sprinkler system comes on. Stay indoors.

### **Bomb threat**

All employees who receive telephone calls will be trained on how to access and report information. The person taking the call should note the following information:

- Exact words the caller uses
- Gender of the caller
- Approximate age of the caller (if identifiable)
- Accent

Upon receiving a telephone bomb threat, the employee receiving the call should immediately contact a supervisor. The supervisor will be responsible for notifying the authorities and for evacuating the premises, if necessary. Employees should follow the emergency evacuation escape plan and meet in the designated rendezvous area. Employees should not return to the building until notified by a supervisor.

## **Privacy**

New Song provides resources to facilitate employee work towards the accomplishment of its mission and New Song reserves the right to examine all provided resources, and any property or data contained in such resources, at any time and without warning. Such resources may include desks, desk drawers, locks, computers, computer system databases, communication systems, e-mail, voice mail, lockers, file cabinets, etc. The resources are the property of New Song, and are therefore not private.

## **Computer, E-Mail, Internet Use Policy**

New Song maintains computers (including e-mail and internet access) to meet its operational, financial and information requirements. It is essential that this system and the data it processes be operated and maintained in a secure environment. Authorized employees may use it in accordance with the following guidelines.

## **General Guidelines**

- All computer users are obligated to use these resources responsibly, professionally, ethically and lawfully.
- Every employee is given access to the computer network at New Song to assist in performing employee's work. Employee should not have an expectation of privacy in anything created, stored, sent or received on the computer system. The church has a right to audit any material created, transmitted or received on the network by an employee.
- Employees must provide passwords and codes used with New Song computer, e-mail and Internet system to Human Resources to be placed in employee's personnel file.
- Upon establishing a user ID and password to access the network, the employee, is solely responsible for all actions taken by anyone using that user ID. Keep password private. Before leaving for the day, shut down and power off computer properly. Unattended PC's represent a security risk not only for employee's data, but also to the network in general.
- When sending electronic mail using network user ID, employee's name is included in each message. Employee is responsible for all e-mail originating from his/her user ID.

## **Prohibited Activities**

- Sending, receiving, downloading, displaying, printing or otherwise disseminating material that is sexually explicit, profane, obscene, harassing, fraudulent, racially offensive, defamatory or otherwise unlawful.
- Wasting computer resources by spending excessive amounts of time on the Internet, playing games, engaging in online chat groups or creating unnecessary network traffic.
- The computer system, software, and resources should never be used for a commercial or political purpose distinct from their specific job function at New Song unless expressly authorized by the Executive Pastor.
- No one should engage in any conduct reasonably likely to compromise any security system or security program.
- Violating any state, federal or international law.
- There are instances where an employee is researching a particular subject that could result in violating one of the above guidelines. If such research is anticipated, it is the employee's responsibility to communicate this need with an appropriate ministerial staff member for accountability.
- No employee should install or allow to be installed any software on their church computer unless specifically granted permission by the Executive Pastor. Normally, only the Executive Pastor or the church computer technician may install programs on church-owned computers.
- Other than prayer requests and church business, no emails should be forwarded or sent to "all" without the approval of the Executive Pastor or Human Resources.

## **Procurement of Hardware and Software**

- Funding for any hardware or software must have the approval of the departmental leader and the Executive Pastor.
- Selection of any hardware or software must be approved by the Executive Pastor to ensure continuity of the long range technology planning and compatibility with the current systems and software.
- Purchase of any hardware or software must be coordinated with the Executive Pastor to ensure the appropriate vendor is used, the appropriate method of payment is used and to search for any additional discounts.
- If any hardware or software is donated to New Song in any fashion, the Executive Pastor must sign off for the same reasons listed in Step 2 above.

## **Consequences of Failing to Follow Guidelines**

Violations of the policy may result in disciplinary action including possible termination per New Song's standard policies.

## **Safeguarding New Song's Personal Property**

Employees are expected to exercise reasonable care to safeguard personal items of value brought to work. Such items should never be left unattended or in plain view. New Song does not assume responsibility for the loss or theft of personal belongings, and employees/staff are advised not to carry unnecessary amounts of cash or other valuables with them when they come to work.

An employee of New Song may produce audio, visual or written materials for various purposes. Employee needs to realize that any such materials utilizing New Song equipment and or resources during the time for which employee is being compensated by New Song, do not belong to employee but to New Song. Should employee produce materials under these circumstances, where it is the intention to claim personal ownership, employee must enter into a joint written understanding to this effect with New Song.

## **Office Equipment**

Employees/staff should be particularly careful to exercise courtesy and thoughtfulness in using any equipment on New Song property.

New Song considers all technical equipment, which includes software, to be New Song property and maintains the right to examine, modify or delete programs, files and e-mail at any time. There is no presumption of personal confidentiality. Do not establish any systems without providing those passwords to your supervisor in writing.

Protect all executable files received by electronic transmission, including e-mail for viruses etc. Establish a back-up system for your software against power failure, accidental deletions or theft. If you need assistance with this consult the IT Administrator.

## CODES OF CONDUCT

As a Christian Biblically-based Organization, the conduct of employees/staff on and off the job can impact New Song's mission. Conduct that interferes with overall operations, that discredits New Song or is offensive to members and guests will not be tolerated.

New Song employees/staff should conduct themselves in a positive manner so as to promote the best interest of New Song's mission. Positive conduct should include:

- Reporting to work at your assigned time, ready for work;
- Give proper advance notice whenever you are unable to work or report on time;
- Comply with all New Song safety and security regulations;
- Wear clothing appropriate for the work being performed;
- Keep your work area clean and orderly;
- Treat all staff, guest and volunteers with respect and in a courteous manner;
- Refrain from offensive or undesirable behavior or conduct which is contrary to New Song's values and mission;
- Perform assigned task with efficiency, excellence and in accord with established quality standards.

To assure orderly operations and provide the best possible work environment, we expect all employees/staff to follow the rules of conduct listed below, in order to protect the interests and safety of all employees, workers, partners and New Song. It is, of course, not feasible to list all the forms of behavior that are considered unacceptable in the workplace. Accordingly, conduct that is unacceptable in the Organization's opinion, whether specifically listed below or not, may result in discipline up to and including termination.

- Violation of Organization rules or policies; any action that is detrimental to New Song's mission
- Reporting to work under the influence of alcohol, narcotics or drugs which may endanger yourself or others whether prescribed or not;
- The use, sale, dispensing or possession of alcoholic beverages and/or illegal drugs (including marijuana);
- The use of profanity or abusive language;
- The possession of firearms or other weapons on New Song property is not allowed without written consent from the Executive Pastor.
- Insubordination or other disrespectful conduct; refusing to obey instructions properly issued by your manager pertaining to your work; refusal to help out on a special assignment;
- Fighting, threatening, intimidating or assaulting a fellow employee/staff, management, guest, volunteer or visitor;
- Theft, destruction, defacement or misuse of New Song property or of another employee's/staff's property;
- Falsifying or altering any New Song record or report such as an application for employment, a medical report, a production record, a time record, an expense report, or absentee report;
- Inappropriate attire or inappropriate personal appearance;
- Engaging in any form of sexual misconduct or harassment;

- Unauthorized use of telephones, mail system, copiers or other Organization-owned equipment;
- Violation of and/or improper disclosure of confidential information.
- Smoking of tobacco must be done a minimum of 20 feet from all entry points into the New Song building.

## **Personal Appearance**

Each employee's personal appearance is a reflection of the professional work environment, employees' respect for God and for each other, and commitment to be a Christian role model of the highest virtue. New Song believes appropriate dress and hygiene are important in promoting a positive image, both internally and externally.

Employees are expected to wear clothes that are appropriate to the work environment and modest in nature. The following clothing is NOT ACCEPTABLE: bare feet, visible excessive cleavage, short shorts, short skirts or dresses (the hemline should be at fingertip length if arms are by your sides), exposed or lack of undergarments (bra straps should be covered), bare midriff and excessively torn or deeply stained clothes.

Employees/staff who do not meet the minimum appearance standard will be required to take corrective action, which may include leaving the premises. The first offense to this policy will be verbal and recorded in the employee's/staff's file. A second violation will be cause for further disciplinary action up to and/or including termination.

## **Non-Fraternization**

In order to promote the efficient operation of New Song's overall success and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security and morale and possible claims of sexual harassment, managers and supervisors are forbidden from dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Any employees who violate this guideline will be subject to disciplinary action, up to and including termination.

## **Confidential Information**

Each employee/staff is responsible for safeguarding confidential information obtained in connection with his or her employment. Any materials or "files" may be considered confidential. Any employee unsure of the confidential nature of any materials should ask his/her supervisor. It is the employee's responsibility to not reveal or divulge any confidential information unless it is necessary to do so in the performance of duties.

Access to confidential information should be on a "need-to-know" basis only. Such access must be authorized by your supervisor. The responsibility of confidentiality is not to impede normal ministry communication and relationships, but is intended to alert employees/staff to their obligation to use discretion to safeguard fellow employees and New Song's interest. Employees/staff violating this policy will be subject to discipline, up to and including termination, and may be subject to legal action.

## **Social Media Guidelines**

The purpose of this is to provide employees with guidelines for participating in social media—including both business-related and personal social media use in which the employee's affiliation with New Song is known, identified or presumed. As an employee, it is important to understand that content posted on both professional and personal media pages can reflect on New Song.

Employees who personally use social media using non-company equipment during their off duty time should use caution in making inappropriate remarks concerning New Song or its employees or members, given the public nature of these media and potentially damaging effect of these statements on New Song. It is not the desire of New Song to infringe on employees' off-duty conduct or the rights an employee may have to discuss work-related issues with fellow employees and others; however, New Song does reserve the right to take action for off-duty behavior if such behavior directly impacts the workplace or reputation of New Song. Employees of New Song are personally responsible for the content they publish or post online.

The following practices are unacceptable and may result in disciplinary action up to and including termination of employment:

- Communication containing discriminatory or harassing content toward another employee, volunteer or member of New Song including but not limited to written or photographic communication of a sexual nature, offensive, racial slurs, gender specific comments or any other comment that relates to a person's age, race, sexual orientation, religious or political beliefs, national origin, physical disability or any other protected status in a manner that is offensive
- Communications containing any material that is obscene, inflammatory, profane, threatening, harassing, hateful, abusive or embarrassing to another person or entity when posting to New Song's, staff or members' accounts on social media networks
- Communication disclosing any confidential information or proprietary information about New Song, its members or staff
- Communications using New Song's name to solicit for commercial ventures or political causes, outside Organizations or other non-job related solicitations unless approved in advance by New Song's Executive Team or Leadership Board

## **Media and Public Inquiries**

All media inquiries and such of a general nature should be referred to the Lead Pastor or Executive Staff.

Inquiries seeking information concerning current or former employees/staff should be referred to the human resources department. Only factual information (i.e. dates of employment, job title and salary) will be verified. New Song will not provide any subjective evaluations regarding employment unless employee provides New Song with a signed release document, approved by New Song and that identifies the specific area on which New Song may comment.

## **Drug and Alcohol Abuse**

New Song is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. New Song complies with state and federal drug abuse regulations, including the Drug-Free Workplace Act of 1988. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health. The use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees, and exposes New Song to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect job performance and seriously impair an employee's value to us. Any employee who is using prescription or over-the-counter drugs that may impair one's ability to safely perform the job, or affect the safety or well-being of others, must notify a manager of such use immediately before starting or resuming work. All precautions necessary to preserve employee's privacy will be taken. All employees must adhere to the rules stated in this policy as a condition of employment. Failure to comply with this policy may result in disciplinary action, including termination.

The Human Resources department has been designated to administer this policy, monitor the program and make reports as required by law.

When a reasonable basis exists to suspect an employee of violating the drug and alcohol policy, the employee will be requested to immediately submit to a drug and/or alcohol test. Suspicion will be based on objective symptoms, such as factors related to the employee's appearance, behavior and speech. A reasonable basis may also exist if an employee is found to be in possession of illegal drugs, alcohol or paraphernalia connected with the use of an illegal drug. Possession of illegal drugs or alcohol is prohibited even if the employee has not used these substances. To help ensure a safe and healthful working environment, job applicants and employees may be asked to submit to a drug test to determine the improper or illegal use of drugs and alcohol.

The following rules and standards of conduct apply to all employees either on Organization property, or during the workday (including meals and rest periods). The following are strictly prohibited by the Organization:

1. Possession or use of alcohol, or being under the influence of alcohol while on Organization premises or at any time on duty.
2. Driving an Organization vehicle while under the influence of alcohol.
3. Distribution, sale, or purchase of an illegal or controlled substance while on Organization premises or at any time on duty.
4. Possession and or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on Organization premises or at any time on duty.
5. Any drug or alcohol statute conviction. The employee must notify New Song within five days of such conviction.

New Song's policy on drug and alcohol in no way limits or alters the at-will employment relationship.



## Receipt and Acknowledgement of New Song Employee Handbook

I have received and read a copy of New Song's Employee Handbook. I understand the policies and benefits described in it are subject to change except the at-will policy, which is at the sole discretion of New Song at any time.

### Receipt and Acknowledgement of New Song Handouts

#### **Sexual Harassment Prevention Pamphlet**

I acknowledge that I have read and understand the enclosed pamphlet on sexual harassment prevention in the workplace and reporting procedures in the event that harassment occurs.

#### **Worker's Compensation Pamphlet**

I acknowledge that I have read and understand the enclosed pamphlet on Worker's Compensation insurance provided by California Chamber of Commerce.

#### **Staff Affirmation and New Song Constitution**

I acknowledge that I have read and understand the Staff Affirmation Guidelines and the New Song Constitution.

This document is to be signed by each New Song Employee. This document will be kept in the employee's/staff's Personnel File:

#### **Employee Non-Disclosure and Confidentiality Policy**

I acknowledge that I have read and understand the Employee Non-Disclosure and Confidentiality Policy.

Note:

Employee Printed Name \_\_\_\_\_ Position \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

NS Personnel Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## Exhibit A

### STAFF AFFIRMATION

As a member of the staff of New Song Community Church, I will:

1. Serve under the supervision of the Lead/Senior Pastor and/or other staff members as assigned.
2. Become a member of New Song Church. I will not teach or advocate a belief that is not keeping with New Song's Statement of Faith.
3. Walk closely with and surrendered to Christ, taking responsibility for meeting with God and growing in Christ. 2 Pet. 3:18; Heb. 10:22-23; Ps. 1:2; Col. 3:16; Mk. 1:35; Lk. 5:16
4. Model a whole-life commitment to the church's purpose, values, and strategy. Mt. 6:33; 1 Pet. 5:2-3; Mt. 16:18; Rom. 10:14; Rev. 2:10, 1 Tim. 3
5. Maintain an infectious, optimistic, problem-solving, enthusiastic attitude. Ps. 118:24; Rom. 12:11; 1 Th. 5:17; Jas. 1:3-5; Gal. 6:1-4
6. Engage coworkers in honest communication. Mt. 18:15; Eph. 4:15; Eph. 4:29-32; Gal. 6:1-2
7. Approach my work with intensity, setting annual goals and monthly and weekly priorities. Col. 3:17, 23; 1 Cor. 15:58; Heb. 12:1-3; 1 Cor. 9:23-27; 1 Cor. 10:31; Phil. 3:12-14
8. Honor and value volunteers. Phil. 2:29-30; 1 Cor. 16:18; 1 Tim. 5:17
9. Live like we're in the most important endeavor on earth. Mt. 16:18; Mt. 4:19; Mt. 28:19-20; Jn. 21:16; Lk. 16:9; Lk. 19:10; Eph. 5:15-16
10. Pray regularly and fervently for the church and my ministries. Col. 4:2; Eph. 6:18; 1 Tim. 2:1; 1 Th. 5:17-18; Jas. 5:16; Mt. 7:7-8; Jn. 16:24
11. Strive to live a lifestyle that is above reproach and willingly give up any activity that the church Leadership Board deems could lead another Christian to sin or to doubt my maturity. 2 Cor. 6:14; 1 Cor. 5:11; 6:19; Rom. 14; 1 Tim. 4:12
12. Not criticize or be privy to criticism. In the case of conflict and disagreement, I will meet face to face to resolve and reconcile with the other leaders involved. Should I feel the need to resign, I will give a 30 day notice and use only kind and gracious words about my reason for resigning. Tit. 1:9; Eph. 4:29-31; 1 Cor. 16:16; 1 Pet. 5:5; Heb. 13:7, 17, 24; Eph. 5:21; 1 Thess. 5:12, 13
13. I understand biblical stewardship to include faithful tithing of my income. Malachi 3:10

## Exhibit B

### New Song Community Church Constitution

#### **Article 1 - Name**

The name of this church, a California non-profit organization, shall be New Song Community Church.

#### **Article 2 - Purpose**

The purpose of New Song Community Church is to gather and mobilize a body of believers who want to use their gifts and abilities to help unchurched people become fully devoted followers of Christ.

#### **Article 3 - Dissolution**

The term of existence of this corporation shall be in perpetuity without a specific term of existence. The property of the corporation is irrevocably dedicated to religious or charitable purposes, and upon the liquidation, dissolution, or abandonment of the corporation, after providing for the debts and obligations thereof, will be distributed to either the California Southern Baptist Convention or to any other entity selected by the Leadership Board to be used for evangelistic church planting efforts. If the California Southern Baptist Convention is unable or unwilling to accept the assets, they will be distributed, as the existing membership directs, to exclusively religious or charitable organizations which are in keeping with the objective of the church, and whose purposes are within those specified in the Internal Revenue Code, section 501(c)(3).

#### **Bylaw 1 - Statement of Faith**

- 1. The Bible.** We believe that the Scriptures of the Old and New Testaments are the inspired Word of God, inerrant in the original writings, complete as the revelation of God's will for salvation, and supreme and final authority in faith and life. (2 Timothy 3:16-17; 2 Peter 1:19-21)
- 2. The Trinity.** We believe in one God, creator and sustainer of all things, eternally existing in three persons, Father, Son, and Holy Spirit, each of Whom possesses equally all the attributes of deity and the characteristics of personality. (Genesis 1:26; Deuteronomy 6:4; Matthew 3:16-17; 28:19)
- 3. God the Father.** We believe in God the Father, an infinite personal Spirit, perfect in holiness, wisdom, power and love. We believe He involves Himself mercifully in people's lives, hears and answers prayer, and saves from eternal death all who come to Him through Jesus Christ. (John 16:23-27; Galatians 4:4-6; Ephesians 1:3,17-23)

**4. God the Son.** We believe in Jesus Christ, God's eternal Son. He is fully God and fully man conceived by the Holy Spirit and born of the Virgin Mary. We believe that He lived a sinless life on earth and died a substitutionary death on the cross, that His sacrifice for the sins of all people satisfied God's justice, and that all who believe in

Him are freed from the penalty of sin and made acceptable before God on the grounds of His sin-payment. We believe in His bodily resurrection from the dead, His ascension into heaven, His current ministry of prayer on behalf of His people, and His visible return from heaven. (Matthew 1:18-23; Luke 24:1-8; John 1:1,14; Acts 1:11; 2

Corinthians 5:19-21; Hebrews 4:14-16; 1 John 2:1; Revelations 19, 20)

**5. God the Holy Spirit.** We believe in the Holy Spirit. He is fully God, sent into the world by the Father and the Son to convict the world of sin, righteousness, and judgment. His ministry glorifies Jesus Christ and implements Christ's work of redemption. He regenerates, baptizes, seals and indwells all believers, securing them in Christ forever, and empowers them for godly living and service. His presence is evidenced by the fruit of the Spirit and the building up of believers into Christlikeness.

At the point of salvation, He uniquely endows every believer with a spiritual gift or gifts for building the church. (Matthew 28:19-20; Mark 1:8; John 3:5; 16:8; Acts 1:8; 5:3-4;

Romans 8:11; 1 Corinthians 6:11,19;12:4-13; Ephesians 1:3; 3:6; 4:11-16; 1 Peter 4:10)

**6. Humanity.** We believe God created humanity, male and female, in the image of God and free from sin. Sin entered the world when Adam, representing us, disobeyed God. The effect is that all people are sinners by nature and choice, are spiritually dead and in need of a Savior. The family is established by God and is the foundational institution of society. He has designed marriage to be a life-long commitment between one man and one woman. (Genesis 1:26-27; 2:7-13,19; Romans 3:23; 5:12-21; 6:23)

**7. Salvation.** We believe the central purpose of God's revelation in Scripture is to call all people into a relationship with Himself. We believe that salvation is by grace through faith in Jesus Christ. We believe that salvation is based upon the sovereign grace of God, was paid for by Christ on the cross, is received by faith, and cannot be earned through good works or rituals. We also believe that salvation produces a desire to become more like Christ in character and purpose. (1 Timothy 2:4-5; John 1:12; 3:3-7; 5:24; Titus 3:5; Ephesians 2:8-10; Romans 13:8-10)

**8. The Church.** We believe that the Church is a spiritual body, with Jesus Christ as its head. We believe the Church is made up of all those who have trusted Christ as their Savior and Lord. We believe that Scripture commands believers to gather together to devote themselves to worship, prayer, teaching of the Word, observance of "believer's baptism" and communion as the ordinances established by Jesus

Christ, fellowship, service to the body through the development and use of talents and gifts, and outreach outreach to the world. We also believe in the interdependence of local churches and mutual submission of believers to each other and their spiritual leaders. (Matthew 28:18-20; Acts 1:8; 2:41-47; 1 Corinthians 11:23-26; Ephesians 5:21; Colossians 1:18; Hebrews 10:24-25; 13:17)

**9. Separation of Church and State.** We believe that each local church is self-governing in function and must be free from interference by any ecclesiastical or political authority. We believe that every person is directly responsible to God in matters of faith and life, and that each one should be free to worship God according to biblical principles and the dictates of

his or her conscience. (Matthew 22:21; Romans 13:1; 1 Timothy 2:1-6)

**10. Faith and Practice.** We believe that Scripture is the final authority in faith and practice. This church recognizes that it cannot bind the conscience of individual members in areas where Scripture is silent. Rather, each believer is to be led in those areas by the Lord and the Bible, with the help of trusted, godly counsel. We believe that every Christian's purpose in life is to glorify God, grow in Christ, and help others to grow towards Christ. We also believe that Scripture teaches faithful management of our resources.

(1 Corinthians 4:2; 10:31; Colossians 1:28; 1 Timothy 6:6-9; Hebrews 10:24-25; 1 Peter

1:14-15; 2 Peter 3:18)

**11. Last Things.** We believe there will be a resurrection of the body for all people, and a judgment that will determine the fate of each person. Unbelievers will experience eternal separation from God in hell, and believers will experience eternity with God and will be rewarded for works done in this life. (John 5:29; 1 Corinthians 3:11-15; 15:1-58; 2

Corinthians 5:8,10; Ephesians 2:8-9; 1 Thessalonians 4:13-18; 2 John 8; Revelations

19-20)

## **Bylaw 2 - Membership**

The New Testament presents a picture of definable groups of people who, once committed to the Lord, identified themselves with and committed themselves to a particular local church body. (Acts 2:44,46; Romans 6:1; 1 Corinthians 1:2; 2 Corinthians 8:1; Philippians 1:1; Acts 11:26)

To implement the principles of accountability and commitment to the local body of Christ, as defined in the New Testament and practiced in the early churches, New

Song Community Church (hereinafter referred to as “New Song”) recognizes the need for, and encourages, formal membership.

**1. Membership Requirements.** New Song membership shall be open to anyone 14 years of age or older who has met the following requirements:

- a. Trusted Jesus Christ as Lord and Savior.
- b. Publicly expressed faith in Christ through believers’ baptism.
- c. Is in agreement with the Statement of Faith.
- d. Completed the Membership Class.
- e. Signed the Membership Commitment.

**2. Associate Membership.** New Song offers Associate Membership to military personnel and college students who know they will only be with us for a few years before returning to their home churches elsewhere. Qualifications for Associate Membership are the same as those of regular membership, with the provision that the “Associate” may keep their membership active in their home church while being extended membership privileges at New Song.

**3. Membership Responsibilities.** The members of New Song commit themselves to:

- a. Connecting with others in the church by participating in opportunities to develop friendships.
- b. Growing as Christ-followers by attending church faithfully and praying regularly.
- c. Contributing to the work of the church by discovering his or her area of ministry contribution and giving purposefully and consistently.
- d. Inviting unchurched people to the church and being a friend to newcomers.
- e. Protecting the unity of the church by refusing to gossip and by being responsive to the church’s leaders (Hebrews 13:17).

**4. Receiving Members.** Anyone desiring membership shall meet the requirements of membership and be willing to assume the responsibilities of membership. The process of becoming a member is as follows:

- a. Complete the Membership Class either at church or online.
- b. Sign the Membership Commitment.
- c. Be approved by the Leadership Board of New Song (hereinafter the “Board”).

Upon approval of the Board, the person will be received as a member with full privileges and responsibilities.

**5. Removing Members.** The Board will remove members from the membership roll under the following conditions:

- a. Transfer to another church.
- b. Assuming a new permanent residence out of the area.
- c. Indicating a desire to be released from membership by written request to the Board.
- d. Failure to fulfill the Membership Commitment for a period of four months.

- e. Not responding appropriately to church discipline.
- f. Death.

**6. Discipline of Members.** Ongoing sin in the life of a believer obstructs his or her walk in the Lord (Psalm 66:18; 2 Corinthians 11:29), threatens the unity and fellowship within the Body, and ultimately weakens the witness of the church to pre-believers. (1 John 1:7; 2 Corinthians 6:3) Scripture, therefore, encourages believers to be concerned with each other's spiritual well-being and teaches them to confront in love where there is evidence of sin. (Galatians 6:1; Luke 17:3; 1 Corinthians 5:12) The procedure outlined by Christ in Matthew 18:15-20 will be encouraged in all cases for such confrontations:

- a. When sin is observed, a private meeting should be arranged as soon as possible to lovingly confront the member. (Matthew 18:15)
- b. If the member refuses to listen, then one or two witnesses will be taken along to attempt to restore the sinning member. At least one of these witnesses should be an acknowledged leader of the church (Galatians 6:1-2). Our desire is to keep the process of restoration in as limited a circle as possible and to provide good counsel to the troubled. (Matthew 18:16)
- c. If the member refuses to listen to the two or three witnesses, a Board member or pastor should be informed concerning the sin. The Board must then call a meeting  
and request in writing that the troubled member be present along with all parties involved. (Matthew 18:17)
- d. If the troubled member fails to appear before the Board or to heed counsel, the Board shall determine the actions to be taken against the offending member, which may include public removal from church membership. (Matthew 18:17; 1 Corinthians 5:4-5)
- e. The Board will determine whether counsel has been properly heeded and whether the member is to be restored to fellowship or dismissed from membership.
- f. A dismissed member may request reinstatement of membership upon repentance and reconciliation.

**7. Discipline of Pastors and Board Members.** Any accusation against a Pastor or Board member must be supported in writing by two or three witnesses after step 'b' above and be given to the Board (1 Timothy 5:19).

If the church leader fails to appear before the Board or heed its counsel, the leader must be rebuked before the church membership (1 Timothy 5:20). The

church will then determine the action to be taken, which may include removal of membership. (Matthew 18:17; 1 Corinthians 5:4-5; 2 Thessalonians 3:6-14). As in the case of regular members, steps “e” and “f” will be followed.

### **Bylaw 3 - Pastors and Staff**

1. **Senior Pastor.** The Senior Pastor is responsible to provide leadership and teach biblical truth so that the church’s purpose is being accomplished.
  - a. **Qualifications.** The Senior Pastor shall meet the character requirements of 1 Timothy 3:1-7, demonstrate one or more of the gifts of Ephesians 4:11-12, and be licensed or ordained for the gospel ministry.
  - b. **Duties.** The Senior Pastor’s primary responsibility is to lead the church in accomplishing its mission of gathering and mobilizing a body of believers who will use their gifts and abilities to help unchurched people become fully devoted followers of Christ.
  - c. **Selection.** A Search Team shall be appointed by the Board to interview and select candidates. The best available candidate as determined by the Team will be presented to the Pastors, Staff, and Board. Upon approval of the Board, the candidate will be given a variety of interaction opportunities with members of the congregation, in addition to preaching at one or more of the worship services. The congregation will then vote at a special business meeting on whether or not to extend a call to the candidate. A two-thirds majority of members present and voting shall be required to extend a call to the pastor.
  - d. **Term.** The Senior Pastor shall serve indefinitely; the relationship may be terminated on sixty days written notice
    - i. **By action of the Senior Pastor:** Through a letter of resignation submitted to the chairman of the Board.  
**By action of the church:** If a written petition, signed by 20 percent of the membership, requesting the Senior Pastor’s resignation is submitted to the chairman of the Board, the Board will review the request, schedule a special business meeting, and make a recommendation to the members at a special business meeting. A simple majority of the members present and voting can dismiss the Senior Pastor.
2. **Executive Pastor, Associate Pastor, and Ministry Directors.** The Pastors and Ministry Directors are responsible to work closely with the Senior Pastor in leading and teaching so that the church’s purpose is accomplished.
  - a. **Qualifications.** Same as Senior Pastor.
  - b. **Duties.** Executive and Associate Pastors, and Ministry Directors are responsible to the Senior Pastor or a staff member designated as their direct supervisor. Performance goals for each shall be reviewed and approved by their direct supervisor semi-annually.
  - c. **Selection.** The Senior Pastor will work closely with the Board to determine the best available candidate. The Senior Pastor is empowered to hire Executive

- and Associate Pastors, and Ministry Directors with the approval of the Board.
- d Term. Executive Pastor, Associate Pastors, and Ministry Directors shall serve indefinitely; the relationship may be terminated in accordance with the guidelines in New Song's Employee Handbook.
  - e Ordination. When a qualified candidate arises, the Senior Pastor will convene an Ordination Council to verify the candidate's fitness for service as an ordained minister. This Ordination will remain with the person for life (unless disqualified by sin).
  - f Licensing. The Leadership Board may license certain staff and volunteers to perform clerical duties and receive appropriate legal ministerial benefits. This license will remain with the staff or volunteer as long as he or she remains a member in good standing of New Song.

**3. Support Staff.** Other staff members shall be hired as necessary, with the approval of the Senior Pastor, to carry out the church's ministry. Each staff member shall set and review performance goals with their designated supervisor semi-annually. The relationship may be terminated in accordance with the guidelines in New Song's Employee Handbook.

#### **Bylaw 4 - The Leadership Board and Officers**

**1. The Leadership Board.** The Board is responsible for providing counsel to the Senior Pastor in steering the most effective path for the church to accomplish its purpose to fulfill the Great Commission. The Board shall approve goals and budget, manage the goals of the Senior Pastor, manage the membership roll, pray for the sick when called upon to do so, oversee cases of church discipline, and have authority to act on behalf of the church on all matters not specifically reserved for the members or pastors as stipulated in this constitution. The Board shall meet at least quarterly to perform its duties.

- a Qualifications. Board members shall meet the character qualities outlined in 1 Timothy 3:1-13. Any potential Board member shall fulfill the responsibilities of church membership.
- b Selection. One month prior to a Business Meeting, if applicable, the Nominating Team (See Bylaw 5:1) shall make public their proposed list of qualified candidates willing to serve in this capacity. Any person knowing of reasons for disqualification of any candidate is asked to contact a member of the Nominating Team to discuss their concerns at least 15 days prior to the Annual Meeting. A final list will be presented to the congregation at the next special meeting or annual meeting. A two-thirds majority of members present and voting shall confirm Board members.
- c Composition. The Board consists of four to twelve members. The Senior

Pastor is an ex-officio Board member, with voting privileges. The specific number of positions to be filled each year will be determined by the existing Board. At no time will the Board have more paid than unpaid members.

- d. Term. Each elected member of the Board shall commit to a minimum of two years of service. Annually, individuals will pray and seek counsel together about continuing their service for the coming calendar year.
- e. Removal. A Board member may resign by giving at least thirty days written notice. Failure to perform required duties shall be treated as a resignation. The Board may request a formal resignation or remove a Board member by a simple majority vote.
- f. Quorum. A quorum for all Board meetings shall consist of two-thirds of the total membership of the Board. Unless specified otherwise, a simple majority of Board members voting shall decide any matter.

## **2. Officers.**

- a. Selection. Officers shall be selected by the Board for one-year terms.
- b. Chair and Vice-Chair The chair shall lead all congregational and Board meetings. The vice-chair shall serve in the absence of the chair and succeed automatically to the chairmanship should that office be vacated.
- c. Secretary. The secretary shall be appointed by the Board and responsible for proper procedure in recording minutes of all Board and congregational business meetings, and for the oversight of maintaining accurate and current membership rolls.
- d. Treasurer. The treasurer shall be appointed by the Board and responsible for ensuring that proper procedures are followed in the administration of all church funds.

## **Bylaw 5 - Organizational Matters**

**1. Nominating Team.** The members of the Nominating Team shall be appointed as needed by the Board. The Team shall be composed of no more than seven members, including the

senior pastor, one Board member, and other mature members of the congregation who are not themselves under consideration as Board members. The Team shall present the names of Board candidates to the congregation for approval.

**2. Annual meeting.** Each year, a congregational meeting shall be held to affirm Board members, ratify the budget, and conduct other business as determined by the Board.

**3. Special business meetings.** The Board shall call special business meetings of the congregation as needed. At least 10 days posted notice and a written notice at the prior weekend's services shall be required for any special business meeting. Only

announced business shall be transacted at such meetings. For all congregational meetings, a quorum shall consist of 20 percent of the total membership of the church.

**4. Property.** All matters pertaining to the purchase, sale, or mortgaging of real estate, the construction or disposition of any building, shall be recommended by the Board for congregational action during a properly announced business meeting.

**5. Constitutional revisions.** This constitution can be revised by the congregation provided it is presented in written and/or electronic form two weeks before being acted upon. A two-thirds majority of members voting shall be required to revise the constitution. The constitution will be completely reviewed by the Board at least every five years.

**6. Online Voting/Participation.** In order to encourage maximum participation by the congregation, the following actions may be conducted via the internet:

- a. Approval of Financials, including ratification of annual budget
- b. Affirmation of Board Members
- c. Voting on special business meetings
- d. Voting on matters relating to New Song property
- e. Approval of Constitutional revisions
- f. Membership class
- g. Approval of new members
- h. Other matters, as determined by the Board

The quorum and two-thirds majority requirements, when applicable, shall be complied with, to conduct any of the above.

## Exhibit C

### Arbitration Agreement and Acknowledgement

As a condition of my employment, I agree and acknowledge that New Song Community Church (“New Song”) and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context. Both New Song and I agree that any claim, dispute and/or controversy that either I may have against New Song (or its directors, pastors, officers, managers, employees and agents) or New Song may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with New Song shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (California Code of Civil Procedure §1280), et seq., except that discovery will be governed as provided below. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute, equitable law, or otherwise.

The following conditions are agreed upon by both parties to the Arbitration Agreement:

- (a) Any relief that would otherwise be available in court is equally available to me in connection with Arbitration proceedings;
- (b) In addition to any other requirements imposed by law, the arbitrator selected shall be a neutral to be mutually selected by the parties (in accordance with the Rules of Procedure for Christian Conciliation (“Rules”)) from the Institute for Christian Conciliation, a division of Peacemakers Ministries. A copy of the rules may be found at the following website.

[http://www.peacemaker.net/site/c.nuIWL7MOJtE/b.5335917/k.D8A2/Rules\\_of\\_Procedure.htm](http://www.peacemaker.net/site/c.nuIWL7MOJtE/b.5335917/k.D8A2/Rules_of_Procedure.htm)

- (c) The procedures of the arbitration shall be governed by the Rules. In addition, the parties entitled to conduct any and all discovery that they deem necessary to prepare for the Arbitration proceeding in accordance with the Rules.
- (d) Awards shall include the arbitrator’s written reasoned opinion;
- (e) New Song shall pay the costs associated with the arbitration, except for those costs which are not unique to arbitration, e.g., the type of costs that I would be required to pay if I were to proceed in court;
- (f) Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and
- (g) **NEW SONG AND I AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

**I understand and agree to this binding Arbitration Agreement, and that both I and New Song give up our right to trial by jury of any claim I or New Song may have against each other.**



## Exhibit D

### New Song Community Church Termination Certification

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to New Song Community Church ("New Song") and/or its subsidiaries, affiliates, successors or assigns.

I further certify that I have complied with the terms of the New Song Employee Non-Disclosure and Confidentiality Agreement signed by me, including and reporting of any original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Non-Disclosure and Confidentiality Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, client, vendor, and student lists and files, business plans, financial information or other subject matter pertaining to any business of New Song or any of its employees, clients, consultants or licensees.

Date: \_\_\_\_\_ Signature of Employee: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_

## Exhibit E

### Employee Non-Disclosure and Confidentiality Agreement

As a condition of my employment with New Song Community Church (“New Song”), and in consideration of my employment with New Song, I have read, understand and agree to the following Non-Disclosure and Confidentiality Agreement.

**Confidential Information.** “Confidential information” means information, from any source, that is used in New Song’s business and is (i) proprietary; (ii) designated by New Song as confidential or secret or that should reasonably be assumed to be confidential; or (iii) not generally known to the public.

Examples of confidential information include:

- New Song’s personnel and financial information and operational and procedure manuals
- Names and all other information concerning New Song members
- Financial giving records of New Song members
- Intellectual property

In consideration of employment with New Song and as a condition of continued employment, the employee agrees as follows:

**Intellectual Property.** All improvement, ideas, and concepts conceived by the employee through the service of his/her employment to the Organization shall be the property of the Organization. The employee shall take all actions requested by the Organization in order for the Organization to obtain copyrights or patents on such material. Employee will acknowledge any original works of authorship on the attached form.

**Personnel Confidentiality.** Employee records are confidential records and must be treated as such. Employee records maintained by New Song must be kept in a secure location except when they are being reviewed or supplemented by an authorized employee. Employee records never leave the office, except as permitted by New Song’s Executive Team.

**Solicitation of Employees and/or Members.** Employee agrees that for a period of twelve (12) months immediately following the termination of employment with New Song Church, whether with or without cause, they will not either directly or indirectly solicit, induce, recruit or encourage any of New Song’s employees to leave their employment. They will also not attempt to take away, solicit, induce, recruit or encourage members to leave New Song Church.

**Proprietary Information.** The employee acknowledges that New Song’s Proprietary Information (as defined below), which was designed and developed by the Organization with considerable effort and cost, is unique, secret, and confidential. The employee further acknowledges that any unauthorized use of the Proprietary Information by the employee, or any

disclosure of the same to any third parties, would be wrongful and would cause irreparable injury to the Organization, its customers, and other employees of the Organization.

For the purposes of this agreement, the term "Proprietary Information" shall mean, whether verbal or written, all member lists, databases, processes, computer programs, object codes, source codes, passwords, entry codes, improvements, system techniques and/or formulas, development or experimental work, work in process, business data disclosed to the Organization contracts with vendors, communication and marketing strategies, any other secret or confidential matter.

The Proprietary Information shall not include information that becomes generally available to the public other than as a result of the employee's disclosure or becomes available to the employee on a non-confidential basis from a source other than the Organization or its members.

Notwithstanding the foregoing, such information shall carry the presumption that it is Proprietary Information and the employee shall treat such information as confidential.

I have read New Song's Non-Disclosure and Confidentiality Agreement and in signing below agree to abide by the conditions listed in the Agreement.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee name (Print name)

\_\_\_\_\_  
Witness (New Song Representative)

## Exhibit F

### List of Prior Inventions and Original Works of Authorship

Title	Description	Date

\_\_\_\_\_ No Inventions or Works of Authorship

\_\_\_\_\_ Additional Sheets Attached

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_