

Evangelical Congregational Church



Benefits Corporation By-Laws

Adopted by the 2008 National Conference
May 29, 2008

ARTICLE I. NAME AND PURPOSE

The Evangelical Congregational Church Benefits Corporation (Hereinafter "the Corporation") is a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania. The purpose of the Corporation shall be to administer pension, health insurance, and disability income plans, and related funds for Ministers and Career Missionaries of the Evangelical Congregational Church and for those other persons as classified and regulated according to these By-laws.

ARTICLE II. THE CORPORATION

A. Officers

The officers of the Corporation shall be the same as the officers of the Board of Trustees as set forth in Article IV.

B. Duties of the Officers

1. President

The President of the Corporation shall serve as the Chief Executive Officer of the Corporation. He/she shall preside at all meetings of the Corporation and shall be an ex officio member of all standing committees. He/she shall execute bonds, mortgages, contracts and other instruments which have been approved by the Board of Trustees; and he/she shall direct the Secretary of the Corporation to affix the seal of the Corporation to such instruments. The Board of Trustees may direct other officers or agents of the Corporation to execute said instruments instead of the President. The President shall have access to all Corporation accounts, funds and records.

The President shall faithfully attend to his/her duties at all times and conduct himself/herself in a manner consistent with his/her position as Chief Executive Officer.

2. Vice President

The Vice President, in the event of the absence or disability of the President, shall perform the duties and exercise the powers of the President. A determination of absence or disability of the President shall be made by the Board of Trustees from an express statement of the President to that effect, or, lacking such statement, by a majority of the members of the Board of Trustees. The Board of Trustees may direct the Vice President to perform other duties from time to time. The Vice-President shall have access to all Corporation accounts, funds and records.

3. Secretary

The Secretary shall attend all meetings of the Corporation and record all votes and the minutes of all proceedings. He/She shall give notice of all meetings of the Corporation. He/She shall affix the seal of the Corporation to any instrument requiring it. The Secretary shall have access to all Corporation accounts, funds and records.

4. Treasurer

The Treasurer shall work in cooperation with the Finance Office of the Evangelical Congregational Church to see that the annual report on investments is prepared for the Board of Trustees. He/She shall direct the Finance Office as to the placement of all deeds, mortgages, fire insurance policies and other valuable papers belonging to the Corporation. All such papers shall be retained in a safe deposit box at a financial institution approved by the Finance Committee. The Treasurer and the Finance Office shall keep copies of said documents for easy reference. The Treasurer shall have access to all Corporation accounts, funds and records.

The Treasurer shall also have the authority to execute bonds, mortgages, contracts and other instruments which have been approved by the Board of Trustees; and he/she shall direct the Secretary of the Corporation to affix the seal of the Corporation to such instruments

He/She shall direct the establishment of accounts in such financial Institutions as the Finance Committee may designate. He/She shall give bond with approved security for such amounts as the Board of Trustees may direct. The Corporation shall pay for the cost of the bond.

C. Members

The members of the Corporation shall be the most recently elected regular ministerial and lay delegates to the National Conference of the Evangelical Congregational Church. Trustees of the Benefits Corporation who are not delegates to the National Conference shall be seated at meetings of the Corporation with voting privileges.

D. Duties of Members

The duties of the members of the Corporation shall be to faithfully attend all regular and special meetings of the Corporation and to participate in said meetings as required. To the extent that a member perceives a conflict of interest arising out of participation in a meeting, said member shall abstain from participation. {Said abstainsion shall be indicated on the record or recorded in the minutes.}

E. Vacancies

Vacancies among the regular delegates shall be filled by the alternate delegates as provided by the *Creed, Ritual, and Discipline of the Evangelical Congregational Church* (hereinafter "the Discipline").

F. Removal

Members of the Corporation serve at the pleasure of the Corporation and may be removed from membership upon recommendation of the Board of Trustees and a two-thirds (2/3) vote of the remaining members excluding the member subject to removal.

G. Principal Place of Business

The principal office of the Corporation shall be the Evangelical Congregational Church Offices, 100 W. Park Ave., Myerstown, Pennsylvania 17067.

H. Amendment of Articles I and II

Amendment of Articles I and II shall be by a two-thirds (2/3) vote of the membership at any regular or special meeting.

ARTICLE III. MEETINGS OF THE CORPORATION

A. Regular Meetings

Regular meetings of the Corporation shall be held at the annual session of the National Conference of the Evangelical Congregational Church.

B. Notice of regular meeting

Notice of a regular meeting shall be as provided for in the Discipline. (Appendix I.2.) Said provisions are incorporated in these By-laws.

C. Special Meetings

Special meetings of the Corporation shall be called by a two-thirds (2/3) vote of all of the Trustees of the Board or by the President at the request in writing of twenty (20) or more members of the Corporation. Such request shall state the purpose of the proposed meeting. The Secretary at the direction of the President shall announce the special meeting, to be held at such time, not less than ten (10) nor more than sixty (60) days thereafter, as fixed by the Board of Trustees, or in lieu thereof, by the Secretary.

D. Notice of Special Meeting

Written notice of a special meeting stating time, place and business to be transacted shall be given by certified mail at least ten (10) days prior to the meeting to each member of the Corporation at the address shown on the records of the National Conference.

E. Quorum

A majority of the members of the Corporation, present at a meeting, shall constitute a quorum for the transaction of business.

F. Majority Vote to Determine Action

When a quorum is present at a meeting, the vote of the majority of the members present and voting shall decide any question unless the question is one upon which, by express provision of statute, law, or of the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such express provisions shall govern and control the decision.

G. Robert's Rules

In all cases not provided for in these By-Laws, the most recent edition of Robert's Rules of Order shall serve as the authority.

H. Amendment of Article III

Amendment of this article shall be by a two-thirds (2/3) vote of the members present at any regular or special meeting.

ARTICLE IV. BOARD OF TRUSTEES

A. Officers

The Officers of the Board of Trustees shall be a President, Vice President, Secretary, and Treasurer, to be elected according to Article V, Section A.

B. Duties of Officers

1. President

The President of the Board of Trustees shall serve as the Chairman at all meetings of the Board of Trustees *and the Executive Committee*.

2. Vice President

The Vice President, in the absence or disability of the President, shall perform the duties and exercise the powers of the President. A determination of absence or disability of the President shall be made by the Board of Trustees from an express statement of the President to that effect, or, lacking such statement, by a majority of the members of the Board of Trustees. The Vice President shall have such other duties prescribed from time to time by the Board of Trustees.

3. Secretary

The Secretary shall attend all meetings of the Board of Trustees and record all votes and the minutes of all proceedings and provide copies thereof to all Trustees. He/She shall give notice of all meetings of the Board of Trustees, and shall perform other duties prescribed by the Board of Trustees.

4. Treasurer

The Treasurer shall perform duties for the Board of Trustees as directed by the Board of Trustees and shall serve as chairman of the Finance Committee.

C. Trustees

The number of Trustees of the Corporation is fixed at fifteen (15): six (6) Ministers and nine (9) lay persons, all of whom shall be members of the Evangelical Congregational Church. The Bishop of the Evangelical Congregational Church is a member *ex-officio*. Advisory members shall be the Conference Ministers of the Evangelical Congregational Church, the National Conference Controller and anyone so designated by the Board of Trustees

D. Duties of Trustees

The business of the Corporation shall be conducted by the Board of Trustees in accordance with the Articles of Incorporation, these By-laws, the Discipline of the Evangelical Congregational Church, the laws of the Commonwealth of Pennsylvania and of the United States of America.

The Board of Trustees shall design, initiate, and administer programs for the benefit and financial security of participants as defined by the By-laws.

It shall be the duty of the Board of Trustees to keep a full and accurate record of the proceedings. Copies of any minutes, business transactions, and legal documents shall be available for inspection at a reasonable time and place by the National Conference of the Evangelical Congregational Church.

To avoid any conflict of interest, no member of the Board of Trustees of the Benefits Corporation shall solicit business in the areas of investments, securities, health insurance, or insurance with any member of the Benefits Corporation (members of National Conference).

E. Election of Trustees

The number of Trustees shall be fifteen (15) each of whom shall serve a five (5) year term. Three Trustees are to be elected annually by the National Conference.

Trustees serving at the time of the adoption of this sub-section of the By-Laws shall continue to serve until they are replaced by election of successors, resignation or dismissal.

F. Vacancies

Vacancies occurring on the Board of Trustees shall be filled by a vote of a majority of the remaining Trustees, even if less than a quorum of Trustees is remaining. Trustees so elected shall hold office until their successors are elected at the next regular meeting of the Corporation.

G. Executive Committee

There shall be an Executive Committee of the Board of Trustees consisting of the Officers of the Board, a majority of which shall have and may exercise the specific authority delegated by the Board of Trustees. The President of the Board of Trustees shall serve as the chairman of the Executive Committee. The Executive Committee may act for the Board of Trustees in an emergency situation as defined by the President of the Board of Trustees. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board of Trustees at the next regular meeting thereof for review. Advisory members shall be designated by the Board of Trustees.

H. Assistants

The Board of Trustees may appoint persons to assist the Board as officers, employees, and agents as shall be deemed necessary.

I. Finance Office

The Finance Office of the Evangelical Congregational Church shall be responsible for:

The placement of all deeds, mortgages, fire insurance policies and any other valuable papers belonging to the Corporation and retain such papers in a safe deposit box in a financial institution approved by the Finance Committee.

The preparation of regular financial reports for the Board of Trustees on the Corporation's investments, accounts receivable, accounts payable, and fund balances.

The management of the business of the Corporation by receiving all funds, making authorized deposits and disbursements, and maintaining all records and accounts of the Corporation

J. Audits

The National Conference Controller shall be responsible to oversee any audits of the Corporation, as deemed necessary or required by National Conference or by federal or state regulation.

K. Removal

Officers and members of the Board of Trustees serve at the pleasure of the Board and may be removed following a two-thirds (2/3) vote for removal by the Trustees, excluding any Trustee in any capacity who is subject to removal.

L. Delegation of Powers and Duties

The Board of Trustees may from time to time delegate its powers and duties in respect to the operation and administration of the plans and funds for which the Board is responsible, including its powers and duties in respect to the handling, investing, sale and other disposition of its funds and assets, to committees, officers or agents, selected from within or without the membership of the Board. The action or decision of any such committee, officer or agent, must be within the scope of the powers delegated by the Board of Trustees.

M. Trustees Affairs Committee

1. The Committee shall have oversight of the members of the Board of Trustees to ensure that all of the Trustees are in agreement with the Statement of the Board of Trustees Expectations, the Duties of the Trustees as outlined in these By-Laws and living in accordance with the signed Statement of Faith that each agreed to as they allowed their name to be submitted for election as a Trustee.
2. This committee shall serve as the nominating committee for the election of Trustees.
3. The chairman of this committee shall be appointed by the President of the Corporation with the approval of the Board of Trustees. The chairman must be one of the elected Trustees.
4. Members of this committee shall be the Officers of the Corporation and any other Trustees as deemed necessary by the chairman.

5. This committee may initiate a recommendation to the Board of Trustees for the removal of a Trustee who has been found to be negligent in his duties as a Trustee.

N. Amendment of Article IV

Amendment of this Article shall be by a majority vote of the members present at any regular or special meeting of the Corporation.

ARTICLE V. MEETINGS OF THE BOARD OF TRUSTEES

A. Organizational Meeting

If a quorum of the newly elected Trustees is present, the Board of Trustees may hold its first meeting for the purpose of organization immediately after the regular meeting of the Corporation. The secretary of the Corporation, or in his absence the President, shall serve notice to the Trustees of this meeting. If a quorum is not present at the regular meeting of the Corporation, the Secretary of the Corporation shall call a meeting of the Board of Trustees to be held within sixty (60) days of the regular meeting of the Corporation, for the purpose of organization and conducting of regular business. The President of the Corporation or his/her designated representative shall preside over the organizational meeting. A President, Vice President, Secretary, and Treasurer shall be elected at the Organizational Meeting.

B. Regular Meetings

Regular meetings of the Board of Trustees may be held at such time and place as determined by the Board of Trustees, provided that the Board shall meet at least semi-annually.

C. Notice of Regular Meetings

Notice of meetings shall be given to the Board of Trustees, any advisory members, and other appropriate persons by the Secretary.

D. Special Meetings

Special meetings of the Board of Trustees may be called by the President upon at least five (5) days written notice to each Trustee by certified mail, stating the time, place and purpose of the meeting.

Upon written request of any four (4) Trustees, directed to the Secretary, the Secretary shall call a special meeting and give at least five (5) days written notice to each Trustee, by certified mail, stating the time, place and purpose of meeting.

E. Emergency Meetings

If the President of the Board of Trustees determines that an emergency exists, then the President may conduct a meeting of the Trustees by telephone or other appropriate method of communication to obtain the votes of the Trustees, which must be unanimous for approval of any action determined by the President to be necessary under the emergency. {Emergency shall be defined at the reasonable discretion of the President of the Board of Trustees.}

F. Quorum

A majority of members of the Board of Trustees shall constitute a quorum for any purpose.

G. Electronic Meetings

The meetings of the Board of Trustees may make use of teleconferencing, videoconferencing, or other means of technology. Those trustees involved in meeting by these media shall be considered present for quorum purposes, afforded the same rights as those physically in attendance, and have their participation governed by the same rules as those physically present. Special care shall be taken to distribute the agenda and any other relevant documents prior to the meeting so that those participating by teleconference can participate fully and also to identify participants at the meeting. Email may be used for disseminating information, making announcements, and distributing agendas, reports and minutes.

H. Voting

1. A majority vote at a meeting of the Board of Trustees shall constitute an act by the Board of Trustees except as set forth in paragraph 2.

2. Members unable to attend a meeting in person may participate in the meeting by teleconference, videoconferencing, or any other means of technology. Any Trustee participating by these media shall have their vote counted on any action taken as if the Trustee was physically in attendance at the meeting.

ARTICLE VI. INDEMNIFICATION OF TRUSTEES

The Board of Trustees shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than any action by or in the right of the Board of Trustees) by reason of the fact that he is or was a Trustee, officer, employee or agent of the Board of Trustees, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Board of Trustees, and with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Board of Trustees, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Any indemnification under this article (unless ordered by a court) shall be made by the Board of Trustees only as authorized in the specific case upon a determination that indemnification of the Trustee, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this article. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Trustees so directs, by independent legal counsel in a written opinion.

The indemnification provided by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any contract, agreement, vote of disinterested Trustees or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The Board of Trustees shall have power to purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Benefits Corporation against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Board would have power to indemnify him against such liability under the provisions of this article.

Pursuant to this Bylaw adopted by the Evangelical Congregational Church Benefits Corporation, a Trustee shall not be personally liable, as such, for monetary damages for any action taken unless:

1. the Trustee has breached or failed to perform the duties of his office under these Bylaws; and
2. the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

The previous paragraph shall not apply to:

1. the responsibility or liability of a Trustee pursuant to any criminal statute; or
2. the liability of a Trustee for the payment of taxes pursuant to Federal, State or local law.

ARTICLE VII. FINANCE COMMITTEE

A. Purpose

There shall be a Finance Committee which shall advise on the options of the funds in the Plans to the Board of Trustees, upon the recommendation of our professional, investment advisors. This committee shall make the determination of Disability claims and report such action to the Board of Trustees.

B. Chairman

The Treasurer of the Board of Trustees shall be the chairman of the Finance Committee.

C. Duties of the Chairman

The Chairman shall faithfully attend and conduct all meetings of the Finance Committee.

D. Members

The Members of the Finance Committee shall be the Officers of the Board of Trustees. Advisory members of the Committee shall be designated by the Board of Trustees.

E. Duties of Members

Members shall faithfully attend all meetings of the Finance Committee and participate in all such meetings.

F. Duties of the Finance Committee

1. Direct the accounts in banks or other financial institutions in which funds are deposited shall be made in the name of the Corporation.
2. All investments of the Funds which are left to the management of the Board of Trustees shall be made in such securities as are sanctioned by the laws of Pennsylvania relating to the investments by executors and trustees, or in such other lawful securities as may be formally authorized by a majority of the members of the Board of Trustees.
3. No loan may be made to any member, officer, or employee of the Board of Trustees or to their immediate family, nor to any member of the Corporation, under any circumstances, whatever.

G. Loans to other Evangelical Congregational Church Agencies

The Finance Committee shall review and act upon applications for Demand Note Loans from Conferences, Boards, Congregations and other related corporations or agencies of the Evangelical Congregational Church.

ARTICLE VIII. WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provision of these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Any waiver of notice shall additionally appear on the record or shall be outlined in the minutes or the next available minutes of said meeting.

ARTICLE IX. PLANS AND SPECIAL FUNDS OF THE CORPORATION

- A. The Pension Plan**
- B. The Disability Income Plan**
- C. The Health Insurance Plan**
- D. The Manna Fund**
- E. The Memorial Fund**
- F. The General Fund**
- G. The Defined Benefit Plan**
- H. The Housing Equity Accounts Program**

A. THE PENSION PLAN

The Pension Plan is a Defined Contributions Plan (hereinafter "Plan"), managed in compliance with Section 403 (b) of the Internal Revenue Code and/or its relevant amendments and/or referenced sections pertaining to pension plans. The fiscal year of the Pension Plan shall be the calendar year.

1. Participants

- a. All Ministers licensed by the Evangelical Congregational Church who are employed by a Conference, Church, Commission, or Board of the denomination may immediately participate in the Plan, whether full-time or part-time, thus entitled to their employer contribution.
- b. Ministers in Related Fields Classification or Career Missionaries (as defined by the Global Ministries Commission) who are employed by the Evangelical Congregational Global Ministries Commission and approved for participation by their employer may immediately participate in the Plan.
- c. Participants who become Supernumerary or inactive remain Participants in the Plan unless their status is otherwise provided for in these by-laws.
- d. Each participant shall name a beneficiary or beneficiaries on a form to be provided by the Corporation.
- e. All W-2 employees who are employed by the National Conference, Commissions or Board of the denomination may immediately participate in the Plan.

2. Contributions

a. Churches

Each Church who employs an eligible participant shall be required to make a contribution to the Plan by the 15th of the month at a rate to be established by the Compensation Committee and approved by the National Conference. Each Church shall be required to remit their monthly employer contribution to the Benefits Corporation to be distributed to that participant's 403(b) account.

b. Conferences, Commissions, or Boards

Conferences, Commissions, or Boards, who employ an eligible participant, shall be required to make a contribution to the Plan by the 15th of the month at a rate to be established by the Compensation Committee and approved by the National Conference. Each Conference, Commission, or Boards shall be required to remit their monthly employer contribution to the Benefits Corporation to be distributed to that participant's 403(b) account.

c. Participant Contributions

(1) Pre-Tax Participant Contribution

The annual contribution from each Participant who chooses to make a personal contribution to the Plan shall be an amount not less than two hundred (\$200) dollars per year. A Participant may contribute up to a maximum permitted by the Internal Revenue Code rules and regulations and its relevant amendments prevailing at the time of the contribution.

(2) After-Tax Participant Contribution

Participants may contribute after tax funds to their pension account. These funds are to be sent to the Benefits Corporation, but must be identified as an after-tax contribution upon which income tax has been paid by the participant so that the contribution can be properly recorded and distributed in accord with the Internal Revenue Code and Regulations.

(3) Documentation of Pastor's Contribution

The legal agreement for the tax deferral of the pastor's contribution shall be the annual Statement of Pastor's Compensation. For each new year a copy of the Statement of Pastor's Compensation, signed by the pastor and an officer of the pastor's church, is due to the Benefits Corporation by January 15th of each year.

d. Hardship Withdrawal

Funds contributed by a Participant may be withdrawn from his account for reasons of "hardship." Hardship is defined by the IRS Code section 721 and its relevant amendments

prevailing at the time of said withdrawal. Such 'hardship' funds shall not include moneys paid into the account and identified as the employer's contribution nor any income earned by re-invested funds including those accrued with the Participant's contributions. Application for hardship withdrawal is to be made to the Benefits Corporation's 403(b) Fund Management Account Representative.

e. Participation in Supernumerary or Superannuated

Status notwithstanding any other provision in the Bylaws, a Participant in the Plan who assumes inactive status is ineligible to continue to make any contributions to his account.

f. Rollovers

An eligible participant may roll-over any amount to their 403 (b) account from that participant's previously held tax-qualified retirement plan or funds transferred from Plan investment with another employer.

3. Transmission of Participant Contributions

The employer's treasurer shall deduct from each participant's paycheck the amount (pro-rated for the year, based on the number of pay periods) to be contributed by the employee as his personal pension contribution. This amount is to be remitted by the employer to the Benefits Corporation within three days of the date of the paycheck. This is an optional contribution.

4. Crediting of Contributions

a. Participants

The contribution of each Participant shall be credited to his individual account. According to accepted accounting principles an administrative charge not to exceed two (2%) percent may be deducted from each contribution, at the discretion of the Board of Trustees, to be deposited in the General Fund. Participants are not permitted to borrow against their accounts.

b. Employer

Each Church, Conference, Commission, or Board shall remit the monthly employer contribution to the Benefits Corporation by the 15th of each month for as many eligible participants as they employ. The amount of the employer contribution to the 403(b) pension plan shall be annually recommended by the Compensation Committee and approved by National Conference.

5. Vesting of Employer's Contribution

The funds assigned by the Board to a Participant's account as employer's contribution shall be vested according to the following schedule: at the end of the first year of participation, twenty (20%) percent; at the end of the second year of participation, forty (40%) percent of the employer's contribution shall be vested, at the end of the third year, sixty (60%) percent shall be vested, at the end of the fourth year, eighty (80%) percent shall be vested, and at the end of the fifth year, one hundred (100%) percent shall be vested.

In the event a participant becomes permanently disabled and cannot perform his duties prior to becoming fully vested, the provisions of this section shall be waived and the participant will be fully vested as of the date the permanent disability is confirmed by the Benefits Corporation.

6. Account Statements to Participants

The 403(b) Fund Manager shall issue a statement, semi-annually or more frequently as required by federal regulations, to each Participant indicating any transactions recorded in that account for the intervening period.

7. Benefits

a. Participants

A Participant who has reached the age of sixty (60), or has a minimum of thirty (30) years of service or has become permanently disabled is eligible to apply for retirement benefits according to these By-laws. Receipt of retirement benefits is contingent upon the Participant's classification change to 'retired or superannuated' with the Evangelical Congregational Church denomination.

When a participant decides to retire, he/she is to notify the Benefits Corporation of his/her intention in writing within 30 days after notification has been given to the Conference Minister or employer. The participant will be advised of his/her retirement options regarding any benefits administered by the Benefits Corporation that he/she is entitled to, including the legal rights of the spouse.

b. Surviving Spouse or Other Beneficiaries

Upon the death of a Participant, the surviving spouse, if any, shall be notified as to the options available. Specifically the surviving spouse may take distribution of the Participant's account by any option that the Participant could have elected. To the extent that the Participant did not elect a beneficiary, then the resulting distribution would be made to the Participant's estate.

c. Disposition of Participant's Plan Assets

The Participant shall receive the distribution of income as a pension benefits which shall be disbursed according to one of the following options as agreed to by the participant in writing (notes follow the itemization).

- (1). Lump sum single payment of entire accumulation. (Notes 1, 3)
- (2). Fixed dollar monthly income until Participants account is exhausted. (Notes 1, 2, 3, 4)
- (3). Defer receiving income. (Notes 2, 3, 4)

Notes:

- (1). This amount may be subject to taxation as ordinary income. Contact your own tax advisor.
- (2). Cumulative account values held with right of partial periodic withdrawals.
- (3). At age seventy and one-half (70 ½) the Participant must comply with current IRS regulations regarding withdrawals.
- (4). Distributions prior to 59 ½ years of age may be subject to an early withdraw penalty by the IRS.

d. All funds not distributed to a participant for any reason cited by this plan shall be returned to the general Pension Fund of the Evangelical Congregational Church Benefits Corporation.

e. The Corporation reserves the right to change option selections for future retirees as federal or state regulations require or as determined by the Board of Trustees to preserve the financial integrity of the Pension Plan.

8. Discontinuance of Service

Participant who discontinues active service with fewer than ten (10) years of service and remains inactive for three (3) years, shall be refunded all of his or her vested funds, minus a withdrawal fee of two (2%) percent.

A Participant who discontinues service after ten (10) years of active service may leave his or her vested funds in the Plan until age 65, to be distributed then according to 7.c. (above) of these regulations. He/She also has the option to withdraw the sum of vested amounts, subject to taxes.

9. The By-laws of the Evangelical Congregational Church Benefits Corporation shall be amended by the addition of Appendix A.

B. THE DISABILITY INCOME PLAN

1. Purpose

The purpose of the Disability Income Plan is to provide income as funds are available for Ministers, Career Missionaries, and any other W-2 employees of National Conference as outlined in these by-laws, who, while in active service, become disabled.

2. Participants

- a. All Ministers assigned by the National Conference of the Evangelical Congregational Church who are employed by a Conference or Church shall participate in the Disability Income Plan.
- b. Persons employed as W-2 employees by the Conference, a Commission or Board of the Evangelical Congregational Church may participate, subject to approval by the Finance Committee of the Benefits Corporation.

3. Operation of the Plan

- a. The Disability Income Plan will be administered by the Board of Trustees of the Benefits Corporation.
- b. Based upon actual experience and the Disability Income Plan's reserve, the Board of Trustees shall have the option annually to increase or decrease monthly benefits or the length of time benefits shall be paid.

4. Contributions

Each Church, Conference, Commission, or Board employing a Participant shall remit the annual premium to the Benefits Corporation for Disability Income Plan for each Participant as set by the Board of Trustees. The annual contribution is due each January 15th to the Benefits Corporation from each and every Church or employer for every assigned pastor and for every eligible participant, regardless of the classification of the employee. A fee of \$5.00 shall be assessed for each month, or fraction thereof, of delinquency after January. Late payment may pose a forfeiture of benefits, if application for benefits is made within the ensuing six months.

5. Application for Benefits

- a. When a disability occurs, notification by the participant is to be given to the Conference Minister, whose duty will be to secure the disability fund application. They are to secure the Disability Fund application and related forms and to return these completed forms, supporting the disability claim, back to the Benefits Corporation. The claim will then be reviewed for approval by the Finance Committee.
- b. The Board of Trustees, at its own expense, will have the right and opportunity to examine or to designate a physician to examine any individual who is making a claim when and as often as may be reasonably required.
- c. Recurrent Disability - If a Participant has not received disability benefits for six (6) consecutive months and the condition causing the initial disability recurs and/or provides a continued disability for which benefits might apply, after diagnosis and analysis from the participant's and/or Board of Trustees' physician, then a new claim for benefits must be submitted and the 60 days waiting period will be waived.

6. Computation of Benefits

- a. Upon approval of the claim, benefits will not be paid for the first sixty (60) days of disability, starting with the first day of disability. Commencing with the sixty-first (61) day of disability, the Benefits will issue a monthly benefit.
- b. The monthly benefit shall be based on an amount equal to seventy (70%) percent of participant's total income at the time disability occurs. The total income is to be a total of (A) cash salary as set by the Local Conference, (B) rental value of the parsonage or housing allowance and (C) subsidized utilities, paid by the employer, for the participant. This computation will be based on the information provided on the Statement of Pastor's Compensation for pastors or other salary

documentation as supplied by Conference, Commission, or Board for other participants for the year that the disability occurs.

7. Disbursement of Benefits

a. For participants who have not reached their Social Security Benefits eligibility age

Upon approval of the claim, benefits will not be paid for the first sixty (60) days of disability, starting with the first day of disability. Commencing with the sixty-first (61) day of disability, the Benefits Corporation will issue a monthly benefit.

The monthly benefit shall not exceed 70% of the total compensation as defined in 6b. This amount shall be paid per month, for a period of six (6) consecutive months.

After the six (6) months of receiving disability benefits and continuing to age sixty-five (65) or the termination of the disability, the monthly benefit shall be adjusted through coordination of benefits from other sources, such as Social Security, state Compulsory Disability Law, Workman's Compensation Act, no-fault insurance or other income benefits provided by or through other employers or other income. (See Section 7. c. for an explanation of other income.)

In the event a Participant has opted out of Social Security at the onset of disability, his monthly benefit shall be reduced by twenty-five (25%) percent.

b. For participants who have reached their Social Security Benefit eligibility age

Upon approval of the claim, benefits will not be paid for the first sixty (60) days of disability, starting with the first day of disability. Commencing with the sixty-first (61) day of disability, the Benefits Corporation will issue a monthly benefit.

The monthly benefit shall not exceed 70% of the total compensation as defined in 6b. This amount shall be paid per month, for a period of six (6) consecutive months.

Disability Benefits shall cease at the end of six months. These six months will allow the participant the necessary time to prepare for his full retirement from active employment

c. Definition of Other Income

(1) "Other income" as used in this paragraph is defined as income actually or potentially derived from assets held by the Participant including pension funds. Such income shall be calculated annually for the current year based upon the fair market value of the assets held by the Participant or his spouse multiplied by the third quarter rate of interest paid by the Guaranteed Income Fund of the 403B management company. The term "assets" shall include both cash assets and non-cash assets excluding the primary residence of the Participant and the furniture and furnishings therein.

(2) If the Participant does not actively pursue other sources of income, the Board of Trustees may terminate the Participant's Disability benefits.

d. At the death of a participant receiving Disability Fund Disbursement

If a participant dies while still eligible and receiving Disability Fund Disbursement, his or her surviving spouse, if any, shall receive six (6) months of Disability Fund disbursement from the date of the death in the same amount as the participant was receiving. This shall be in addition to the \$5000 death benefit, if eligible for the death benefit. (See Article IX. Section B. 10.)

8. Termination of Eligibility for Benefits

Eligibility for benefit consideration will terminate immediately for failure of the Participant or employer to pay required premium to the Disability Income Plan when due.

9. Transfer of Assets

The Trustees of the Board shall have the authority to divert to other funds the assets of this fund that exceed \$500,000.00.

10. Death Benefit

At the death of a pastor, currently serving and assigned to a church by National Conference, a cash sum in the amount of \$5000 shall be paid to the surviving spouse or dependent children living in the pastor's residence. This amount shall be paid from the Disability Fund. The Board of Trustees shall be given the discretion to use funds from other accounts administered by the Benefits Corporation, if for some reason, they do not want to take the \$5000 from the Disability Fund.

C. THE HEALTH INSURANCE PLAN

1. Eligibility to Participate
 - a. All active, full-time pastors of Evangelical Congregational churches, and Ministers filling National Conference and General Church positions must participate in the Health Insurance Plan, unless waiver is granted for an approved, insurance provider exemption.
 - b. Licensed Ministers of the denomination serving in an ancillary capacity and recognized by the Supervisory Committee may participate in the plan.
 - c. Term or Career Missionaries (as defined by the Global Ministries Commission) employed by the Global Ministries Commission, as well as full-time personnel in its office, may participate in the plan.
 - d. Full-time employees of the Evangelical Theological Seminary may participate in the plan.
 - e. Personnel substantially employed in a ministry, a minimum of twenty-five (25) hours per week and endorsed by the Stationing Committee and approved by the Board of Trustees may participate in the plan.
 - f. The National Conference, Commissions, Boards or employing agencies shall determine the persons for whom coverage is to be provided with the approval of the Board of Trustees of the Benefits Corporation.
 - g. Full-time staff employed by a local church who have ministry related positions, such as youth pastor, children's coordinator, director of ministries, etc. may participate in the plan.
 - h. Minister's Widows and his dependents, whose husband passes away while serving an E.C. Church, may participate in the health insurance plan until such time as she secures health insurance through employment, remarriage or reaches Social Security eligibility for Medicare coverage, or has expired COBRA continuation. In the case of the latter, reimbursement will be provided up to the single rate of our plan. If the husband was eligible for retiree coverage as outlined in the Retiree Phase-Out plan (see Section IX. C. 2. g. of these By-Laws), these, too, apply, for his widow.
2. Eligibility -- Superannuated / Retired Pastors and spouses
 - a. Superannuated Ministers and spouses of superannuated ministers may participate in the retiree health insurance plan, if eligible, as outlined in the Retiree Phase-Out Plan (Section IX. C. 2. g. of these By-Laws). The same eligibility as applies to the pastor applies to his spouse. If a widow remarries, she is no longer eligible to participate in the retiree health insurance plan.
 - b. Ministers who are not superannuated but retire as Traveling Local Preacher-Permanent License, Traveling Elder or Traveling Deacon and their spouses, may participate in the retiree health insurance plan if they are serving a church at the time of their retirement, have no other source of health insurance and are eligible as outlined in the Retiree Phase-Out Plan (Section IX. C. 2. g. of these By-Laws)
 - c. Superannuated Ministers and their spouses, or widows, who are eligible for health insurance coverage, but have outside employment, will not be covered by our plan if their employer offers health care coverage. The Benefits Corporation will reimburse them for any premium contributions as required by their employer and as outlined in the Retiree Phase-Out plan (Section IX. C. 2. g. of these By-laws). Failure of full disclosure will require full repayment and termination from our health insurance plan.
 - d. A church which is assigned a retired pastor for full-time service shall pay 100% of the retired pastor and spouse's health insurance premiums and for part-time service shall provide 50% of their health insurance premium.
 - e. Those retired pastors and spouses covered by the Retiree health insurance plan and required to pay a percentage of their premiums, as outlined in the Retiree Phase-Out Plan (section IX. C. 2. g. of these By-Laws), must pay the premiums monthly, a month in advance, to the Benefits Corporation by the 15th of each month prior to the month being paid.

- f. Retired pastors and their spouses not eligible due to the Retiree Health Insurance Phase Out Plan, may participate in the Retiree Health Insurance Plan at their own expense and subject to approval by the Finance Committee of the Board of Trustees, if they meet the insurance provider's eligibility requirements.
- g. Retired, career missionaries may participate in the retiree health insurance plan at their own expense and at the recommendation of the Global Ministries Commission and the approval of the Board of Trustees of the Benefits Corporation, if they meet the insurance provider's eligibility.
- h. Retiree Health Insurance Phase-Out Plan – Effective January 1, 2005
 - (1) That an individual retiring prior to his Medicare Eligibility Date as determined by Social Security will be governed by the modified plan regarding contribution limits.
 - (2) That retiree coverage will continue until retirement age for an individual who has no other source of employment income and is unable to work due to an injury covered by Worker's Compensation while in the employ of the Church, or due to a permanent disability as determined by Social Security.
 - (3) Retiring pastors and widows who desire to receive their health care coverage, must submit a request in writing to the Benefits Corporation for such coverage within 60 days of their Medicare eligibility date and receive the approval of the Board of Trustees.
 - (4) That retiree coverage shall be phased out according to the following schedule:

Medicare Eligibility Year	Percent Covered by Church
2005	100%
2006	75%
2007	50%
2008	25%
2009	0%

3. Operation of the Health Insurance Plan

- a. Selection of the Health Insurance Plan: The Board of Trustees of the Benefits Corporation shall select and implement the plan.
- b. Payment of Premiums
 - (1.) Churches employing an eligible participant shall pay 100% of the participant's and any eligible dependent's health insurance premium.
 - (2) The National Conference, Commissions, Boards or employing agencies shall pay 100% of the health insurance premiums to the Benefits Corporation for any of their employees covered under the health insurance plan administered by the Benefits Corporation.
 - (3) Health Insurance premiums must be paid monthly, a month in advance, to the Benefits Corporation by the 15th of each month prior to the month being paid.

D. THE MANNA FUND

1. Purpose

The purpose of the Fund is to provide supplemental income as funds are available for Pension Plan beneficiaries who qualify on the basis of need as determined by the Board of Trustees.

2. Managing the Fund

The Executive Committee of the Board shall be authorized to handle all details for implementation of the Fund. This includes publicity, ascertaining eligibility requirements among retirees, acknowledging contributions and awarding benefits.

The Fund shall consist of donations from individuals and congregations. Unneeded funds may be used at the discretion of the Board of Trustees. In the event there are insufficient funds received for the Manna Fund, the Board of Trustees may divert excess funds from other accounts that they administer to the Manna Fund.

3. Eligibility for Manna Fund Distribution

- a. The participant must have at least 10 years participation in the Pension Plan.
- b. The participant cannot be a resident of a retirement or nursing home.
- c. Maximum annual income levels will be determined by the Executive Committee
- d. The participant must complete the Manna Fund Financial Disclosure Form application

4. Application for Distribution

Retirees who desire to be considered for a Manna Fund application must complete and return the Manna Fund/Financial Disclosure Form application as provided by the Benefits Corporation.

5. Distribution of Funds

- a. Upon receipt of all the Manna Fund applications and Financial Disclosure Forms from those who wish to be considered for a distribution, the Executive Committee shall determine the amount needed for those who qualify to supplement their income.
- b. Distribution of funds will be based upon need. The amount of payment of funds shall be determined by evaluating current and potential income from all sources including personal assets owned by the Participant and his spouse (excluding the primary residence and furniture and furnishings therein.) The potential income of personal assets shall be determined by its fair market value multiplied by the third quarter rate of interest paid by the Guaranteed Income Fund of the 403(b) management company.
- c. If the Participant has withdrawn a lump sum from his pension fund, the value of said amount will be determined by multiplying the total of the sum or sums, withdrawn by its fair market value, multiplied by the third quarter rate of the Guaranteed Interest Fund of the 403(b) management company.
- d. If the Fund balance is not adequate to meet legitimate claims, each Participant will receive a pro rata amount. If the Fund balance exceeds the need, amounts being paid shall not be increased. Distribution shall be made in December on the basis of the current year.
- e. When the Fund balance exceeds projected needs beyond two years, solicitation for funds shall be stopped.

E. MEMORIAL FUND

The Memorial Fund shall consist of contributions or bequests made to the Benefits Corporation. Unless designated, the assets shall be used at the discretion of the Board of Trustees.

F. GENERAL FUND

1. The General Fund shall consist of monies received from National Conference for budgeted items to be paid from Ministry Funds directed to the Benefits Corporation, such as the retiree pensions for those under the Defined Benefit Plan retiree health insurance and the administrative expenses for conducting the business of the Benefits Corporation.
2. Funds for the General Fund may be obtained by assessing an administrative fee upon personal contributions to the Pension Plan as determined by the Board of Trustees.
3. Any undesignated contributions shall be deposited in this Fund.

G. DEFINED BENEFIT PLAN

Regulations germane to the Defined Benefits Plan which are still applicable to Ministers who were born prior to 1935 are set forth in this Defined Benefits Plan.

1. **Participants**
Participants born between 1924 and 1934 will receive one-half credit year for each year served. Persons born before 1924 will receive one year credit for each year served. In every case the personal contribution to the Defined Contributions Plan must be made to receive additional credit years. No person can begin to receive credit years in the Defined Benefits Plan after the 1978-1979 conference year.
2. **Inactive Status**
A Participant in the Pension Fund who assumes a temporary inactive status because of extenuating circumstances may continue participation in the Fund for two years under this status by making the required contribution. For these years, however, he shall receive only one-half (1/2) of the credit per year.
3. **Computation of Benefits.**
The claim of a Minister shall be based upon the number of years served in the Evangelical Congregational Church for which he has made contributions to the Benefits Corporation. An additional year of credit will be given for each of the two years of service rendered prior to admission to the itinerancy.
4. **Supernumerary Status, Position in a Related Field, Withdrawal from Denomination.**
A Participant who continues in a supernumerary relationship beyond two years, takes a position in a Related Field, or withdraws from the denomination, may allow his credit years to be retained in his favor until he retires from his employment or reaches age sixty-five, whichever comes later, and then apply for benefits. The rate per credit year, however, shall not exceed that which prevailed in the last year of his active service. In the case of a participant who withdraws from the denomination, his credit years shall include only those for which he made contributions. If and when a Participant returns to full-time service, he may increase the number of his credit years, but the rate of his former accumulation shall not be changed.
5. **Early Retirement**
If a participant seeks to retire at an earlier age, his pension income shall be reduced by five (5%) percent for each year he falls short of the stated minimum age. This reduction shall apply throughout his retirement for himself or his widow.
6. **Spousal Credits**
The claim of a minister's spouse shall be based upon one-half of the combined total number of beneficial years of her husband and the number of years she served with him in the pastorate and for which he made contributions to the Fund. If the pastor died before he was superannuated, the widow shall be permitted to pay the pastor's contribution for the current year and thus be given credit for a full year. Should a minister's widow serve fewer than the ten years with her husband, if the wife survives

the minister, the widow will be entitled to the minister's pension for a maximum of ten years. A widow's claim shall terminate upon remarriage.

7. Pension Credits

The Board of Trustees shall recommend the amount of pension to be provided for each credit year. The National Conference shall act upon the recommendations.

8. Payments to Claimants

Payments to claimants shall be made monthly by way of Direct Deposit arrangement with the Claimant's bank. Otherwise, they shall be made on a quarterly basis by check at the end of each quarter.

9. Payments after Participant's Death

The spouse shall for six (6) months following the minister's death be entitled to a claim equal to the amount the minister received or would have received had he been a beneficiary at that time. After that, the payment shall be according to the rate prescribed for widows. If there be neither surviving spouse nor dependent children, the Board shall not be liable for the payment of the remaining part of the year to any other heir or legatee of the deceased.

10. Insufficient Funds

It is further provided that in the case the General Fund of the Board is not sufficient to meet all the claims as provided, then the claims shall be reduced by a pro rata amount as the Fund is able to pay.

11. Funding

The National Conference shall fund this program and a line item will be added to the budget to identify the funds.

H. WORKER'S COMPENSATION

Coverage for worker's compensation for all employees of local churches and the National Conference.

1. Purpose. To insure all employees of local churches and the National Conference for the loss of wages and medical expenses for work related injuries.
2. Participants.
 - a. All employees of the local churches and the National Conference including part-time employees shall be covered by worker's compensation insurance.
 - b. Persons employed by Evangelical Theological Seminary, Global Ministries Commission or any Commission, or Board may participate.
3. Operation.
 - a. Coverage shall be administered through the Benefits Corporation in those states which mandate worker's compensation insurance coverage by employers and can be covered under the Benefits Corporation Worker's Compensation policy.
 - (1) The Benefits Corporation shall annually require each church or agency covered by its Workers' Compensation policy to complete and submit an employee-salary audit form, as required of the Corporation by its insurer.
 - (2) The Benefits Corporation shall annually bill each church or agency for their Worker's Compensation Insurance based on the employee-salary audit form.
 - b. Those churches located in states which cannot be covered by the denomination's worker's compensation insurance shall annually submit to the Benefits Corporation verification of individual church coverage. This verification is due by July 1 of each year.
 - (1) The National Conference shall be named as an additional insured on all workers' compensation policies purchased by individual churches.

I. HOUSING EQUITY ACCOUNTS

The Housing Equity Account Program (hereinafter "Program") administered in compliance with the section 403 (b) of the Internal Revenue Code. The Program is administered as a sub-plan of the Defined Contribution Plan detailed in Article IX, Section A of the Benefits Corporation By-Laws.

1. Participants
 - a. All ministers licensed by the Evangelical Congregational Church who are employed by the National Conference, Church, or Board of the denomination, and who reside in a parsonage, are eligible to participate in the program.
 - b. Since this is an optional program, participation in the program will be determined by the Local Conference and appropriately recorded on the Annual Statement of Pastor's Compensation Form. As such, the contribution amount must be determined annually at the Local Conference.
 - c. Each participant shall name a beneficiary or beneficiaries on a form to be provided by the Corporation.
2. Contributions
National Conference, Church, or Board shall be required to remit quarterly payments (due March 15, June 15, September 15, December 15) equal to the total amount of the contribution to the program as indicated on the Annual Statement of Pastor's Compensation Form. The total contribution must be received by the Corporation no later than December 15 of the year.
3. Vesting of Employer Contributions
Participants in the plan are immediately vested in all contributions made to the program.
4. Account Statements to Participants
The 403(b) Fund Manager shall issue a statement semi-annually or more frequently as required by federal regulations, to each participant indicating fully the activity for the intervening period.
5. Benefit Distribution
 - a. A Participant may apply for benefits from the program up to the full account balance in the participant's individual account. Eligibility to withdraw funds is contingent upon the Participant's relocation from a parsonage, or the Participant's retirement from active service with the Evangelical Congregational Church denomination. (See Note below).
 - b. Surviving Spouse or Other Beneficiaries
Upon the death of a Participant prior to retirement or termination or prior to the distribution of any funds from the Program, the beneficiary may take a distribution of the Participant's account by any option that the participant could have elected. If there is no beneficiary designation, the entire balance of the Participant's account becomes part of the Participant's estate. (See Note below).

NOTE: This amount may be subject to taxation as ordinary income. Contact your own tax advisor

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Construction and Interpretation of the Bylaws

Whenever the construction or interpretation of a sentence, clause or word in this document is needed to resolve a matter before the Board of Trustees, the Board shall first rely on the plain meaning of the language under consideration to resolve the matter. The intent of the language will not be considered unless the language at issue is ambiguous.

Whenever the intent of an Article, Section, Paragraph, sentence, clause or word in this document is needed to resolve a matter before the Board of Trustees, the intent will be determined from the purpose or purposes which are specified in this document.

If the intent of the language at issue is ambiguous, the Board of Trustees shall rely on the Discipline or the Holy Scriptures to resolve the matter, as determined at the sole discretion of the Board of Trustees.

B. Societal Change

The members of the Corporation recognize and understand that American society is undergoing and may continue to undergo rapid religious, social, economic and political change. However, the members of the Corporation believe that Christian principles of compassion, mercy, and charity never change. Thus, the Board of Trustees is specifically directed by the members of the Corporation to be guided by Christian principles in its deliberations regardless of changes in society, whatever their nature, and to act in accordance with those principles.

C. Property Interests of Participants

No benefit hereunder shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge. Notwithstanding the foregoing, this plan shall comply with the terms of any domestic relations order which is found by the Board of Trustees to be "qualified" under section 414 (p) of the Internal Revenue Code, and its relevant amendments at the time as applicable, except as set forth in Article X.I. (separated and divorced participants).

It is specifically determined by the members of the Corporation that a Participant in the Pension Plan does not have any property interest in the Disability Income Plan, the Manna Fund, the Memorial Fund, the General Fund, or the Health Insurance Fund.

All interests of a Participant in the Pension Plan, in the Disability Income Plan, the Manna Fund, the Memorial Fund, the General Fund, or the Health Insurance Fund shall be in the nature of a privilege. The privilege shall be subject to the sole discretion of the Board of Trustees.

D. Domestic Relations Matters

Upon direction in a domestic relations order issued by a court of competent jurisdiction, the Board of Trustees shall segregate the amounts in a Participant's account for the purpose of making payments consistent with the provisions of the Pension Plan or the Health Insurance Plan. Where appropriate and with the consent of the Participant, the Board of Trustees shall provide to the parties involved data related to such accounts and assist them or the court in interpreting these data. Any and all expenses incurred by the Board of Trustees related to this procedure shall, to the extent permitted by law, be deducted from the account of the Participant or paid by the Participant in advance. The amounts directed or assigned to the Participant or to the Participant's spouse or former spouse will not be paid by the Board of Trustees to the extent the amounts exceed the value of the Participant's account as of the date of the domestic relation's order. The foregoing is subject to X. I. 9 (separated and divorced participants).

E. Spousal Consent

To the extent that a spouse of a Participant is entitled to specific benefits as set forth in this document, to that extent the spouse's entitlement may not be changed, modified, or deleted without the express written consent of the spouse being given.

F. Appeals

All requests of Participants, of whatever nature, shall be directed to the National Conference Controller. The Controller shall honor the request within the limits of the duties of the Controller. Upon receipt of the appeal, the Controller shall notify the President of the Corporation.

If the Participant is aggrieved by a decision or determination of the Controller, the Participant may appeal the decision or determination.

The appeal must be taken to the Board of Trustees within thirty (30) days of receipt by the Participant of the decision or determination of the Controller.

The appeal shall be in writing and shall state the specific reason or reasons that the Participant is aggrieved by the written decision or determination of the Controller.

The Board of Trustees will consider the appeal in a manner to be determined at the sole discretion of the President of the Board of Trustees.

The Board of Trustees shall issue a written decision with specific findings of fact and conclusions based on the relevant plan or fund articles in these Bylaws.

The decision of the Board of Trustees shall be final.

In the event the Participant disputes the final decision of the Board of Trustees, the matter shall be submitted to binding arbitrators, as defined by the Board of Trustees. The binding arbitrators shall be as follows: the Participant chooses an arbitrator, the Board of Trustees chooses an arbitrator and the two requisite arbitrators pick a neutral third party arbitrator. The final decision of the Board of Trustees shall be used and determined on an Abuse of Discretion or Error of Law standard. The Secretary of the Board of Trustees will maintain a file of decisions.

These procedural rules are to be interpreted to effectuate the purposes set forth in the Bylaws and may be waived to the extent necessary to effectuate those purposes in the sole discretion of the President of the Board of Trustees.

G. Special Needs Children

If a Participant is the parent of a child who is incapacitated or disabled, the Participant may, with the written, sworn consent of Participant's spouse, if any, substitute the child for the spouse as regards any and all entitlement to benefits of the spouse regardless of the age of the child.

The benefits to the child will be provided only if other private, institutional, or governmental benefits are not available to the child.

H. Spousal Eligibility for Benefits

Except for benefits under the Health Insurance Plan, a spouse of a Participant shall not be entitled to benefits under any of the plans or funds set forth in this document until the Participant and the spouse have been married for at least one (1) year.

I. Separated or Divorced Participants

In the event a Participant is separated from or divorced from Participant's spouse, the Board of Trustees may take any action necessary to protect the economic interests of the other Participants in the plans and funds set forth in this document to the extent the separation or divorce of the Participant affects the plans or funds.

To the extent an order of court is determined by the Board of Trustees to be detrimental to the economic interests of the Participants in the plans and funds set forth in this document, the response to the order of court by the Board of Trustees or the Corporation is deemed to be a response by the Participant.

J. Grandfather Provision

Notwithstanding any other provision of these Bylaws, the privileges of existing Participants in any Plan or Fund shall not be diminished.

K. Confidentiality Policy of the Benefits Corporation and the Board of Trustees

The Benefits Corporation and the Board of Trustees is very cognizant about the confidentiality of the records that we maintain for our participants. While a participant is fully entitled to information on his or her account, no one else should have access to that information. Our internal policies and procedures are set-up to protect the confidentiality of your account.

Therefore, if you contact the Board of Trustees about your retirement account, medical information or any other area of benefit under the supervision of the Benefits Corporation, please do not be offended when we ask you to provide some type of identifying information. No one else has the right to obtain information on your account. The only exception is your spouse, and then only if your spouse is listed as your primary beneficiary.

Unless a specific written release is provided, the staff of the Benefits Corporation will not discuss your account with church officials, bankers, doctors or lawyers. Even the existence of an account with the Benefits Corporation will not be confirmed without a release.

It is our hope that you will understand the confidentiality policy under which we operate.

ARTICLE XI. AMENDMENTS

Amendments to the By-Laws for Articles I, II, III, VI, and X shall require a two-thirds (2/3) votes of the members present at the meeting of the Corporation.

Amendments to the By-Laws for Articles IV, V, VII, VIII, IX, XI shall require a majority vote of the members present at the meeting of the Corporation.

These By-Laws of the Evangelical Congregational Church Benefits Corporation were adopted and amended by at the Annual Meeting of the Corporation held during the 2008 National Conference of the Evangelical Congregational Church, May 29, 2008.

APPENDIX A

December 30, 1998

Dear Participant:

Evangelical Congregational Church realizes that planning for a successful retirement is one of your most important goals. Therefore, we are pleased to announce that we have selected a new provider for our company's retirement plan - Prudential Investments Retirement Services.

By choosing Prudential, we will be able to offer several improvements to your retirement plan, including a wider variety of investment options, timely quarterly statements, and access to 24-hour toll-free account information.

I would like to tell you more about our new retirement services provider and explain the process of your existing assets to Prudential.

PRUDENTIAL INVESTMENTS RETIREMENT SERVICES

Prudential Investments, a division of The Prudential Insurance Company of America, is exclusively dedicated to providing quality retirement services for public, private, and nonprofit organizations.

Prudential has over 70 years experience managing retirement plans. Today, Prudential Investments serves over 5,600 retirement plans, with over \$53.4 billion in retirement plan assets (Figures are as of December 31, 1997.) Prudential offers an excellent combination of investment management expertise, state-of-the-art record-keeping services, and comprehensive educational programs.

CONVERTING YOUR RETIREMENT PLAN TO PRUDENTIAL

We have been working with retirement specialists from Prudential to arrange the successful transfer of our church's retirement plan. We have scheduled February 1, 1999 as the date we will begin the process of converting our retirement plan to Prudential.

It is important for you to note that from February 1, 1999 until the conversion process is completed in approximately eight weeks, the only activity that can be processed in your retirement account is the receipt of regular contributions and direct rollovers from a previous employer's qualified retirement plan.

During this period, you will be unable to take any distributions or withdrawals from your account.

On February 1, your account balance will transfer to a Prudential mutual fund known as a Balance Fund. This is similar to our current investment allocation.

Once you receive your first investment statement from Prudential, all regular account activity may resume and you will be able to make changes to your existing balances, if you take no action, your former balances will remain as previously invested.

By mid-January, 1999 a Prudential representative will visit our participants at sites listed on the enclosed sheet, to conduct group enrollment meetings. During that time, you will receive complete details about the changes in our plan. You will receive information about available investment options and how you can structure your retirement plan to best suit your needs.

All participants, whether new or current, must complete a new enrollment form in order to participate in the Evangelical Congregational Church Retirement plan. After your enrollment form is processed, the contributions received at Prudential on your behalf will be invested in the specific options you selected on that form.

We are pleased to have Prudential on board and are confident they will provide the best possible retirement services available. Please mark your calendar for the upcoming enrollment meeting you plan to attend. We look forward to seeing you there!

Benefits Corporation

APPENDIX B

DEFINITION OF TERMS

INACTIVE STATUS—Sec.IX.A.1.c – is defined as not actively employed or assigned by any Conference , Commission, or Board

EARLY RETIREMENT – Sec. IX.A. 7.a ;G.5– refers in these By-Laws to the age of retirement prior to reaching the age of eligibility to receive full Social Security benefits

RETIREMENT BENEFITS – Sec IX.A.7.a – refers in these By-laws to participant's eligibility for health insurance, Defined Contribution 403(b) Pension Plan or Defined Benefits Pension Plan

DISABILITY INCOME PLAN—Sec. IX.B. 1 – refers to the guidelines as outlined in these By-Laws for the administration of the Disability Fund to provide income as available for Ministers,, and other eligible W-2 employees of a Conference, Commission, or Board who while in active service becomes disabled.

DISABILITY FUND – Sec. IX. B. 5.a. – refers to the self-funded, investment income fund account, which is invested with our professional investment advisor for the purposes of funding the Disability Income Plan and from which any disability claims would be paid. It is funded by an annual premium from each church for each pastor assigned to that church or for any eligible employee of any Conference, Commission, or Board.

DISABILITY- Sec IX. B. 5.a –the inability to perform the material and substantial duties of the job that he/she was engaged in at the time the disability or illness occurred and he/she are not gainfully employed elsewhere. The disability could be the result of the onset of a previously undiagnosed illness, a pre-existing condition, a mental or nervous condition or an accident or physical injury.

FIRST DAY OF DISABILITY – Sec IX. B. 6 – is the date that your doctor determines that you no longer have the ability to perform the material and substantial duties of the job that you were engaged in at the time the disability or illness occurred. It could be the date of the onset of the illness or injury or a later date that the doctor determines and confirms in writing for the Benefits Corporation.

RECURRENT DISABILITY—Add to Sec IX. B. 5b – a disability that recurs within six consecutive months after receiving the last disability claim payment from the same or related cause as the first disability

EVENT OR OCCURRENCE – refers to the circumstances resulting in a disability claim

TOTAL INCOME – Sec IX, B, 6b, 7a, 7b—for the purposes of calculating the disability amount shall be the total of cash salary as set by the Local Conference, rental value of the parsonage or housing allowance and subsidized utilities paid by the employer

CASH SALARY – Sec IX, B, 6b, 7a, 7b- is the base compensation amount before adjusted for the housing allowance, social security, pension contribution or any other additional benefit or deduction to salary.

NET INCOME- is the total of Cash Salary, Social Security paid by the church, housing allowance or rental value of the parsonage plus utilities paid by the church, minus any deductions to salary, primarily deferred compensation such as pension contribution, housing equity contribution or a non-taxable deduction, such as contribution to a Flexible Spending Account.

INCAPACITATED or DISABLED—Sec X. G – refers to a special needs child who is unable due to a permanent injury, illness, disease or mental condition that leaves the child incapable of performing normal activities, such as receiving an education and/or holding a job

E.C. Church Benefits Corporation's Articles of Incorporation

Approved by the 2006 National Conference of the E.C. Church, June 1, 2006

Approved by the Pennsylvania Department of State Corporation Bureau, August 18, 2006 - Entity # 3669247

Original Incorporation as the Preacher's Aid Society of the Eastern Pennsylvania Conference
of the United Evangelical Church, Feb. 14, 1910

FIRST: The name of the Corporation is The Evangelical Congregational Church Benefits Corporation.

SECOND: The purpose for which the Corporation is formed is to provide and administer pensions, health and accident and disability income plans and related funds for ministers and career missionaries of the Evangelical Congregational Church and for those other persons as classified according to its By-laws.

THIRD: The address of the registered office of the Corporation is 100 West Park Avenue, Myerstown, Lebanon County, Pennsylvania 17067.

FOURTH: The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

FIFTH: The Corporation is organized on a non-stock basis.

SIXTH: To govern its operation, the Corporation may adopt By-laws not inconsistent with the provisions of law nor of these Articles of Incorporation nor of THE CREED, RITUAL AND DISCIPLINE OF THE EVANGELICAL CONGREGATIONAL CHURCH.

SEVENTH: The Corporation shall be organized and operated exclusively for religious purposes within the meaning of Sections 501(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the corresponding provisions of any future United States Internal Revenue law.

EIGHTH: No part of the net earnings of the Corporation shall be used for the benefit of, or be distributable to, its members, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation. No substantial part of activities for the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

NINTH: Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any activities not permitted to be carried on: (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Laws); or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Laws).

TENTH: Distribution on Liquidation or Dissolution. In the event of the dissolution of this Corporation at any time or for any reason, all of the funds, properties, and assets of this Corporation shall be contributed to the National Conference of the Evangelical Congregational Church with offices presently at Myerstown, Pennsylvania, or any legal successor thereto, if at that time such recipient organization is wholly of a public and non-profit nature, is organized and operated exclusively for religious, charitable, scientific or educational purposes, and qualified as an exempt organization under Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Law). If the foregoing National Conference or its successors is not eligible to receive the funds under the restrictions provided in the preceding sentence, all of the assets of the Corporation shall instead be given or contributed to any other corporations, associations, entities or institutions affiliated with the Evangelical Congregational Denomination which do meet the foregoing restriction as may be determined by a majority of the Board of Trustees. No contributor to this Corporation nor any member of the family of a contributor, nor any corporation controlled by a contributor shall ever derive or receive any financial or pecuniary gain or profit from this Corporation on dissolution, liquidation, winding up, or otherwise.

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