www.agapemarysville.org





# **CONSTITUTION & BYLAWS**

# **Constitution & Bylaws of Agape Marysville**

#### Preamble:

We, the partners of Agape Community Fellowship of Marysville, Ohio, moved by the desire to do the will of God, and conscious of our responsibility to disciple all people and minister in the name of Jesus, do freely and voluntarily accept the following articles to guide us and govern us.

# **ARTICLE 1 – NAME AND PURPOSE**

#### SECTION 1.01—NAME

The name of this organization shall be Agape Community Fellowship of Marysville, Ohio

#### SECTION 1.02 - LOCATION

The organization shall be located in Marysville, Ohio, with the possibility of extending its mission and witness to the surrounding communities.

#### SECTION 1.03—PURPOSE

(A) This congregation is organized as a church exclusively for charitable, religious, and educational purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Revenue Law), including, but not limited to, for such purposes, the establishing and maintaining of religious worship, the building of churches, parsonages, schools, chapels, radio stations, television stations, rescue missions, print shops, daycare centers, and camps; the evangelizing of the unsaved by the proclaiming of the Gospel of the Lord Jesus Christ; the educating of believers in a manner consistent with the requirements of Holy Scripture, both in Sunday and weekday schools of Christian education; and the maintaining of missionary activities in the United States and any foreign country.

(B) To provide an atmosphere of worship, fellowship, nurture, and edification for all who attend and identify with is program.

(C) To assist in the extension of the Kingdom of God through various evangelistic efforts.

(D) To maintain Biblical standards of Christian conduct as interpreted by the local fellowship.

(E) To serve the needs of the local community with the resources of the local fellowship provided by our infinite God, expressing the love of God in concrete deeds.

(F) To partner and cooperate with the Christian community at large, including the broader Church.

(G) To receive, hold and disburse the funds to meet the needs of the organization and to carry on its ministry in the community and in the world.

# **ARTICLE 2 – STATEMENT OF FAITH AND COVENANT**

#### SECTION 2.01—STATEMENT OF FAITH

The following comprise the Scriptural beliefs of this church and its partners.

(A) The Holy Scriptures.

We believe the Holy Scriptures of the Old and New Testament to be the inspired Word of God. The Scriptures are inerrant, infallible and God-breathed and, therefore, are the final authority for faith and life. The sixty-six (66) books of the Old and New Testament are the complete and divine revelation of God to Man. The Scriptures shall be interpreted according to their normal grammatical-historical meaning. (2 Tim. 3:16-17; 2 Pet. 1:20-21)

(B) The Godhead.

We believe in one triune God, eternally existing in three persons—Father, Son, and Holy Spirit—each co-eternal in being, co-identical in nature, coequal in power and glory, and having the same attributes and perfections. These three are the one true God. (*Deut. 6:4; Matt. 28:19; John 14:10, 26; 2 Cor. 13:14*)

(C) The Person and Work of Christ.

1. We believe that the Lord Jesus Christ, the eternal Son of God, became man, without ceasing to be God, having been conceived by the Holy Spirit and born of the virgin Mary, the prophesied Messiah of the Old Testament, in order that He might reveal God and redeem sinful people. *(Isa. 7:14; 9:6; Luke 1:35; John* 

1:1-2, 14; 2 Cor. 5:19-21; Gal. 4:4-5; Phil. 2:5-8)

2. We believe that the Lord Jesus Christ accomplished our redemption through His sinless life, death on the cross as a representative, vicarious, substitutionary sacrifice; and, that our justification is made sure by His literal, physical resurrection from the dead. (*Acts 2:18-36; Rom. 3:24-25; Eph. 1:7; 1 Pet. 2:24; 1 Peter 1:3-5*)

3. We believe that the Lord Jesus Christ ascended to Heaven and is now exalted at the right hand of God where, as our High Priest, He fulfills the ministry of Representative, Intercessor, and Advocate. (Acts 1:9-10; Rom. 8:34; Heb. 9:24; 7:25; 1 John 2:1-2)

(D) The Person and Work of the Holy Spirit.

1. We believe that the Holy Spirit is a person who convicts the world of sin, of righteousness, and of judgment; and, that He is the Supernatural Agent in regeneration, baptizing all believers into the body of Christ, indwelling and sealing them unto the day of redemption. (John 16:8-11; Rom. 8:9; 1 Cor. 12:12-14; 2 Cor. 3:6; Eph. 1:13-14)

2. We believe that He is the Divine Teacher, who assists believers to understand Scriptures and that it is the privilege and duty of all the saved to be empowered by the Spirit. (*Eph. 1:17-18; 5:18; 1 John 2:20, 27*)

3. We believe that God is sovereign in the bestowal of spiritual gifts to every believer. God uniquely uses apostles, prophets, evangelists, pastors, and teachers to equip believers in the assembly in order that they can do the work of the ministry. (*Rom. 12:3-8; 1 Cor. 12:4-11, 28; Eph. 4:7-12*)

4. The evidence of the regeneration and the filling of the Holy Spirit are the fruits of the Spirit and Spiritual Gifts. (1 Cor. 12:4-11; Galatians 5:22, 23)

(E) The Total Depravity of Man.

We believe that man was created in the image and likeness of God; but that in Adam's sin, the human race fell, inherited a sinful nature, and became alienated from God. Man is totally depraved and of himself, utterly unable to remedy his lost condition because we are all sinners by nature and choice therefore deserving of God's wrath and condemnation. (Gen. 1:26-27; Rom. 3:22-23; 5:12; 6:23; Eph. 2:1-3; 4:17-19)

(F) Salvation.

We believe that salvation is the gift of God brought to man by grace and received by personal faith in the Lord Jesus Christ, Whose precious blood was shed on Calvary for the forgiveness of our sins. (Matt. 6: 14-15; 12:31-32; John 1:12; Eph. 1:7; 2:8-10; 1 Pet. 1:18-19; 1 John 1:9)

(G) The Church

1. We believe that the local church, which is the body and the bride of Christ, is solely made up of born-again persons. (1 Cor. 12:12-14; 2 Cor. 11:2; Eph. 1:22-23; 5:25-27)

2. We believe that the establishment and continuance of local churches is clearly taught and defined in the New Testament Scriptures. (*Acts 14:27; 20:17, 28-32; 1 Tim. 3:1-13; Titus 1:5-11*)

3. We believe in the autonomy of the local church free of any external authority or control, with the exception of church approved oversight. (Acts 13:1-4; 15:19-31; 20:28; Rom. 16:1, 4; 1 Cor. 3:9, 16; 5:4-7, 13; 1 Pet. 5:1-4)

4. We recognize water baptism and the Lord's Supper as the Scriptural ordinances of obedience for the church in this age. (*Matt. 28:19-20; Acts 2:41-42; 8:36-38; 1 Cor. 11:23-26*)

(H) Separation.

We believe that all the saved should live in such a manner as not to bring reproach upon their Savior and Lord. (*Lev.* 19:28; *Rom.* 12:1-2; 14:13; 1 Cor. 6:19-20; 2 Cor. 6:14-7:1; 2 Tim. 3:1-5; 1 John 2:15-17; 2 John 9-11)

(I) The Second Coming of Christ.

We believe in the personal return of Christ. Christ will personally and visibly return with His saints to earth from Heaven to judge the living and the dead, and although no man can know when, His return is imminent. (*Ps. 89:3-4; Dan. 2:31-45; Zech. 14:4-11; 1 Thess. 1:10, 4:13-18; Titus 2:13; Rev 19:11-16; 20:1-6*)

(J) The Eternal State.

1. We believe in the bodily resurrection of all people, the saved to eternal life, and the unsaved to judgment and everlasting punishment. (*Matt. 25:46; John 5:28, 29; 11:25-26; Rev. 20:5-6, 12-13*)

2. We believe that the souls of the redeemed are, at death, absent from the body and present with the Lord, where in conscious bliss they await the resurrection, when spirit, soul, and body are reunited to be glorified forever with the Lord. (*Luke 23:43; 2 Cor. 5:8; Phil. 1:23; 3:21; I Thess. 4:16-17; Rev. 20:4-6*)

3. We believe that the souls of unbelievers remain, after death, in conscious punishment and torment until the final resurrection, when with soul and body reunited, they shall appear at the Great White Throne Judgment, and shall be

cast into the Lake of Fire, not to be annihilated, but to suffer everlasting conscious punishment and torment. (*Matt. 25:41-46; Mark 9:43-48; Luke 16:19-26; 2 Thess. 1:7-9; Jude 6-7; Rev. 20:11-15*)

(K) The Personality of Satan.

We believe that Satan is a fallen angel, the origin of sin and the tempter that led to the Fall of Man; that he is the open and declared enemy of God and people, who has already been defeated by the work of the cross; and that he shall be eternally punished in the Lake of Fire. (*Job 1:6-7; Isa. 14:12-17; Matt. 4:2-11; 25:41; Rev. 20:10*)

(L) Creation.

We believe that God created the universe as defined by scripture. (*Gen. 1-2; Ex. 20:11*)

(M) Civil Government.

We believe that God has ordained and created all authority consisting of three basic institutions: 1) the home, 2) the church, and 3) the state. Every person is subject to these authorities, but all (including the authorities themselves) are answerable to God and governed by His Word. God has given each institution specific Biblical responsibilities and balanced those responsibilities with the understanding that no institution has the right to infringe upon the other. The home, the church, and the state are equal and sovereign in their respective Biblically assigned spheres of responsibility under God. (*Rom. 13:1-7; Eph. 5:22-24; Heb. 13:17; 1 Pet. 2:13-14*)

(N) Human Sexuality.

1. We believe that God has commanded that no intimate sexual activity be engaged in outside of a marriage between one man and one woman. We believe that any form of homosexuality, lesbianism, bisexuality, bestiality, incest, fornication, adultery, and pornography are sinful perversions of God's gift of sex. We believe that God disapproves of and forbids any attempt to alter one's own gender by choice. (*Gen. 2:24, 19:5, 13, 26:8-9; Lev. 18:1-30; Rom. 1:26-29; 1 Cor. 5:1, 6:9; 1 Thess. 4:1-8; Heb. 13:17; 1 Pet. 2:13-14*)

2. We believe that the only Scriptural marriage is the joining of one man and one woman. (*Gen.2:24; Rom. 7:2; 1 Cor. 7:10; Eph. 5:22-23*)

(O) Family Relationships

1. We believe that men, women, and children are spiritually equal in position before God but that God has ordained distinct and separate functions for them in the home. (*Gal. 3:28; Col. 3:18-21*)

2. We believe that God has ordained the family as the foundational institution of human society. The husband is to love his wife as Christ loves the church. The wife is to submit herself to the Scriptural leadership of her husband as the church submits to the headship of Christ. Children are a heritage from the Lord and are to submit to their parents. Parents are responsible for teaching their children spiritual and moral values and leading them, through consistent lifestyle example and appropriate discipline, which can include Scriptural corporal correction. (*Gen.* 1:26-28; Ex. 20:12; Deut. 6:4-9; Ps. 127:3-5; Prov. 19:18; 22:15; 23:13-14; Mk. 10:6-12; 1 Cor. 7:1-16; Eph. 5:21-33; 6:1-4, Col. 3:18-21; Heb. 13:4; 1 Pet. 3:1-7)

#### (P) Divorce and Remarriage.

We believe that God disapproves of, and forbids divorce. He intends marriage to last until one of the spouses dies. With this being said, we recognize that divorce is not the unpardonable sin and that certain circumstances may dictate a situational decision making process. Divorced and/or remarried persons may hold positions of service in the church and be greatly used of God for Christian service. Their ability to serve in any leadership roles will be determined by the Elder team on a case by case basis. (*Mal. 2:14-17; Matt. 19:3-12; Rom. 7:1-3; 1 Tim. 3:2, 12; Titus 1:6*)

#### (Q) Abortion.

We believe that human life begins at conception and that the unborn child is a living human being. Abortion constitutes the unjustified, unexcused taking of unborn human life. We reject any teaching that abortions of pregnancies due to rape, incest, birth defects, gender selection, forced population control, and/or mental well-being of the mother are acceptable. (Job 3:16; Ps. 51:5; 139:14-16; Isa. 44:24; 49:1, 5; Jer. 1:5; 20:15-18; Luke 1:44)

#### (R) Euthanasia.

We believe that the direct taking of an innocent human life is a moral evil, regardless of the intention. Life is a gift of God and must be respected from conception until natural death. Thus we believe that an act or omission which, of itself or by intention, causes death in order to eliminate suffering constitutes a murder contrary to the will of God. Discontinuing medical procedures that are extraordinary or disproportionate to the expected outcome can be a legitimate refusal of over-zealous treatment. (*Ex. 20:13, 23:7; Matt. 5:21; Acts 17:28*)

#### (S) Love.

We believe that we should demonstrate love for others, not only toward fellow believers, but also toward both those who are not believers, those who oppose us,

and those who engage in sinful actions. We are to deal with those who oppose us graciously, gently, patiently, and humbly. God forbids the stirring up of strife, the taking of revenge, or the threat or the use of violence as a means of resolving personal conflict, obtaining personal justice, or forcing others to believe as we do. Although God commands us to abhor sinful actions, we are to love and pray for any person who engages in such sinful actions. (Lev. 19:18; Matt. 5:44-48; Luke 6:31; John 13:34-35; Rom. 12:9-10; 17-21; 13:8-10; Phil. 2:2-4; 2 Tim. 2:24-26; Titus 3:2; 1 John 3:17-18)

(T) Lawsuits Between Believers.

We believe that Christians are prohibited from bringing civil lawsuits against other Christians or the church to resolve personal disputes. We believe the church possesses all the resources necessary to resolve personal disputes between members. We do believe, however, that a Christian may seek compensation for injuries from another Christian's insurance company as long as the claim is pursued without malice or slander. (1 Cor. 6:1-8; Eph. 4:31-32)

#### (U) Missions.

We believe that God has given the church a great commission to proclaim the Gospel to all nations so that there might be a great multitude from every nation, tribe, ethnic group, and language group who believe on the Lord Jesus Christ. As ambassadors of Christ we must use all available means to go to all nations and not wait for them to come to us. (*Matt. 28:19-20; Mark 16:15; Luke 24:46-48; John 20:21; Acts 1:8; 2 Cor. 5:20*)

#### (V) Giving.

We believe that every Christian, as a steward of God's wealth entrusted to Him, is obligated to financially support his local church. We believe that every Christian should give sacrificially and cheerfully to the support of the church, the relief of those in need, and the spread of the Gospel. We believe that a Christian relinquishes all rights to direct the use of his giving once the gift has been made. (Gen. 14:20; Prov. 3:9-10; Acts 4:34-37; 1 Cor. 16:2; 2 Cor. 9:6-7; Gal. 6:6; Eph. 4:28; 1 Tim. 5:17-18; 1 John 3:17)

#### SECTION 2.02—AUTHORITY OF STATEMENT OF FAITH

The Statement of Faith does not exhaust the extent of our faith. The Bible itself is the sole and final source of all that we believe. We do believe, however, that the foregoing Statement of Faith accurately represents the teaching of the Bible and, therefore, is binding upon all partners. All literature used in the church shall be in complete agreement with the Statement of Faith.

#### SECTION 2.03—COVENANT

Having been led, as we believe, by the Spirit of God, to receive the Lord Jesus Christ as our Savior, and on profession of our faith, having been baptized in the name of our Father, and of the Son, and of the Holy Spirit, we do now, in the presence of God, angels, and this assembly, most solemnly and joyfully enter into covenant with one another, as one body in Christ.

We engage, therefore, by the aid of the Holy Spirit, to walk together in Christian love; to strive for the advancement of this church in knowledge, holiness and comfort; to promote its prosperity and spirituality; to sustain its worship, ordinances, discipline and doctrines; and to contribute cheerfully and regularly to the support of the ministry, the expenses of the church, the relief of the poor, and the spread of the Gospel through all nations.

We also engage to maintain family and private devotions; to religiously educate our children; to seek the salvation of our kindred, acquaintances, and all others; to walk circumspectly in the world; to be just in our dealings, faithful to our engagements, and exemplary in our deportment; to avoid all tattling, backbiting, and excessive anger; to abstain from such worldly amusements that diminish our testimony and profession of our Christian faith, and to be free from all oath-bound secret societies with unbelievers; and to be zealous in our efforts to advance the Kingdom of our Savior.

We further engage to watch over one another in brotherly love; to remember each other in prayer; to aid each other in sickness and distress; to cultivate Christian sympathy in feeling and courtesy of speech; to be slow to take offense, but always ready for reconciliation, and mindful of the rules of our Savior, and to secure reconciliation without delay.

We moreover engage, that when we remove from this place, we will as soon as possible unite with some other church were we can carry out the spirit of this covenant and the principles of God's Word.

# **ARTICLE 3 – PARTNERSHIP**

The New Testament takes it for granted that every Christian will join together with other Christians in the partnership of a local congregation for only then can the implications of common partnership of the Church of Christ find expression - that is to say, in fellowship, mutual care, submission to necessary discipline, the maintenance of spiritual unity, the use of spiritual gifts for the edification of all, and the offering together of spiritual sacrifices acceptable to God - and the work of the Church be effectively carried out - that is to say, in the proclamation of the gospel and the making of disciples in a particular area. (*Mat.* 18:15-20; 28:19; Luke 22:32; John 13:25; 1 Cor. 1:2; 5:1-13; 10:16-17; 11:22-34; 12:14-28; 14:19, 28, 35; 16:1-2; Acts 2:42-47; 9:19, 26; 12:5; 13:1; 14:12; 21-23; 15:41; 20:7, 17, 28; Rev. 1:11; Tit. 1:5; Heb. 3:13; 10:24-25; 13:7, 15-17, 20; 1 Pet. 2:4-5, 25; 5:1-5; 1 Tim. 3:15; 5:17-18; 2 Tim. 2:2; 1 John 2:19; Gal. 3:28; 6:1-2, 6, 10; Rom. 8:9; Phi. 2:1-2; 4:14-19; 1 The. 1:1, 8; 5:12; Eph. 4:2, 3, 11-16)

## SECTION 3.01—QUALIFICATIONS FOR PARTNERSHIP

Upon approval of the elders; partnership shall be extended to all who have had and whose lives evidence a genuine experience of regeneration through faith in and acceptance of the Lord Jesus Christ as personal Savior; who renounce sin; who endeavor to live a consecrated life wholly unto the Lord; who Glorify God; who support its programs with tithes, talents, time and counsel; who serve in any capacity to which the partner is called, qualified, able and willing to serve; who fully subscribe to the Statement of Faith contained herein; who enter into the church covenant contained herein; who agree to submit to the authority of the church and its leaders as set forth herein; and upon compliance with any one of the following conditions:

(A) By baptism as a true believer in Christ Jesus as personal Savior

(B) By letter of transfer from another Bible-believing church of like faith and practice, or other written statement of good standing from the prior church if the applicant has been baptized by subsequent to a profession of faith;

(C) By testimony of faith, or

(D) By restoration, if having been removed from partnership, upon approval of the elders, after confession is made publicly before the church of the sin or sins involved, and satisfactorily evidencing repentance to the Elders.

## SECTION 3.02—DUTIES OF A PARTNER

On becoming a partner of this church, in addition to the covenant contained in Section 2.03, each partner further covenants to love, honor, and respect those in leadership positions; to pray for them; to recognize their authority in spiritual affairs of the church; to cherish a brotherly love for all partners of the church; to support the church in prayer, offerings and with other financial support as the Lord enables; and in accordance with Biblical commands, to support through a lifestyle walk affirming the beliefs and practices of the church.

## SECTION 3.03—DUTIES OF LEADERSHIP

The duties of those in leadership include first and foremost, unconditional love and a servant's heart. They are called to shepherd and are accountable before God for

the local church body. Duties of the Leadership: Include but are not limited to correction, direction, and protection of the body of Christ that God has entrusted to our church family. See Agape Ministry descriptions for further definition of roles. (1 Thess. 5:12,13; Heb. 13:17; 1 Tim. 5:17,18; 1 Pet. 5:13, Eph. 4:1115, Acts 14:2123, Ezk. 33:27, Rom. 13:14, Titus 2:35)

#### SECTION 3.04—PRIVILEGES OF PARTNERSHIP

(A) All partners who are present physically or present virtually online, via phone or via email at a duly called meeting of the church shall be entitled to one vote each. There shall be no proxy or absentee voting. The eligible partnership of the church has certain limited areas to exercise a vote as determined by the Elders. Partners may not vote to initiate any church action, rather the vote of a partner is to confirm and ratify the direction of the church as determined by the Elders.

(B) This congregation functions not as a democracy, but as a body under the headship of the Lord Jesus Christ and the direction of the Elders as the under-shepherd. Determinations of the internal affairs of this church are ecclesiastical matters and shall be determined exclusively by the church's own rules and procedures. The Elders shall oversee and/or conduct all aspects of this church. See Appendix B for further clarification of the Senior Elder/Pastor Role.

(C) Partnership in this church does not afford the partners with any property, contractual, or civil rights based on principles of democratic government. Although the general public is invited to all of the church's worship celebrations, small group meetings, or any other church event, the church property remains private property. The Elders have the authority to suspend or revoke the right of any person, including a partner, to enter or remain on church property. If after being notified of such a suspension or revocation (verbally or written), the person enters or remains on church property, the person may, in the discretion of the Elders, be treated as a trespasser.

(D) A partner may inspect or request a copy of the prepared financial statements of the church and the minutes of the proceedings of church meetings and of council meetings, provided he shall have made a written request upon the church and the church has received the written request at least five business days before the requested inspection date.

1. A partner may not, under any circumstances, inspect or copy any record relating to individual contributions to the church, the list of names and addresses of the church partners, or the accounting books and financial records of the church without the express permission of the Elders.

2. The church may impose a reasonable charge, covering the costs of labor and

material, for copies of any documents provided to a partner before releasing the copies to the partner.

#### SECTION 3.05—DISCIPLINE OF A PARTNER

(A) Partners are expected to demonstrate special loyalty and concern for one another. When a partner becomes aware of an offense of such magnitude that it hinders spiritual growth and testimony, they are to go alone to the offending party and seek to restore their brother. Before they go, they should first examine themselves. When they go, they should go with a spirit of humility and have the goal of restoration.

(B) If reconciliation is not reached, a second partner and/or third partner (either a small group leader, pastor, or elder should be the second or third partner) is to accompany the one seeking to resolve the matter. This second step should also be preceded by self-examination and exercised in a spirit of humility with the goal of restoration.

(C) If the matter is still unresolved after the steps outlined in subsections (A) and (B) have been taken, the Elders, as the church's Biblical representatives, shall hear the matter. If the matter is not resolved by the Elders, then the Elders will bring the matter before the entire church so as to recommend that all partners, after self-examination, make a personal effort to go to the offending partner/s and seek restoration in a spirit of humility.

(D) If the matter is still unresolved after the steps outlined in subsections (A), (B), and (C) have been taken, such partners who refuse to repent and be restored are to be removed from the partnership of the church upon the decision of the Elders.

(E) No matter is to be brought to the Elders unless the steps outlined in subsections (A) and (B) have been taken, except in the case of a public offense.

(F) If an unrepentant offending party is removed from the church partnership, all contact with him from that point forward (except by family members) must be for the sake of restoration.

(G) The procedures provided in this section are based on Matt. 18:15-20; Rom. 16:17-18; 1 Cor. 5:1-13; 2 Cor. 2:1-11; Gal. 6:1; 1 Thess. 5:14; 2 Thess. 3:6, 10-15; 1 Tim. 5:19-20; and Titus 3:10-11.

## SECTION 3.06—TRANSFER OF PARTNERSHIP

Partners not under the disciplinary process of Section 3.04 may request in writing that letters of transfer be sent to another church upon approval of the Elders.

## SECTION 3.07—TERMINATION OF PARTNERSHIP

(A) The partnership of any individual partner shall terminate upon the approval of the Elders without notice if the partner in question has not attended a Sunday Worship Celebration and/or small group meeting for the period of nine (9) months, excluding those in college, the military, or long-term missions service. The Elders can waive this termination at their own discretion.

(B) No partner of this church may hold partnership in another church. The partnership of any individual partner shall automatically terminate without notice if the partner unites in partnership with another church. Exceptions may be made at the discretion of the Elders for special circumstances where dual or associate partnership may be deemed appropriate.

(C) The partnership of any partner can be terminated by the Elders if they determine that the partner is in unrepentant violation of any of the statements made in this document.

(D) No provision contained in this section shall be subject to or governed by the procedures regarding discipline of partners set forth in Section 3.04.

(E) A partner may resign at any time, but that does not guarantee a letter of transfer or written statement of good standing will be issued by the Elders upon such resignation.

(F) Any partner who withdraws or is removed from partnership shall forfeit all rights and privileges to any voice or vote in the church and to any and all property owned by the church.

# **ARTICLE 4 – OFFICERS**

All officers are expected to meet the qualifications listed in *1 Timothy 3:8-13* as well as any additional qualifications listed under their corresponding office.

## SECTION 4.01—CHURCH OFFICERS

(A) Elder Team

1. An Elder is expected to meet the qualifications listed in 1 Timothy 3:1-13 and Titus 1:6-9.

2. The church shall be served by an Elder team that meets regularly to direct all aspects of the church; including the spiritual, physical and financial ministries. The Elder team shall receive feedback from the congregation by conducting an annual survey of the partners of the church, giving the partners an opportunity to provide feedback into the ministries and leadership of the church. Elders shall

act as the legal trustees of the non-profit corporation and shall organize themselves as legally required.

3. A minimum of three (3) Elders will serve on the team. Initial Term(s) maybe adjusted to accommodate the addition of multiple Elder's in the same year, this will aid in the staggering of the renewal time periods.

4. The current Elder team will determine if someone is being called by God to serve as an Elder and if the team agrees prospect may be invited to join the Advisory team for a period of one (1) year. At the end of that year the Elder team and the prospect will determine if they are still called to be an Elder. In the case of an immediate vacancy, or in other special circumstances, the one year term of the advisory team may be waived by the Elders. The individuals would proceed directly to a confirmation vote of the church. If both the Elder team and prospect agree, then an Elder will be confirmed by a minimum sixty-seven percent (67%) vote of a quorum of partners.

5. An Elder shall serve a three (3) year term, which shall include a sabbatical as defined by the church's sabbatical policy. At the end of the term, the Elder and the elder team will decide if they are called to serve another term, at which point they must be approved by a minimum sixty-seven percent (67%) vote of a quorum of partners. In light of the position of Elder being viewed as a long term calling on one's life, there are no restrictions of how many consecutive terms an Elder can serve.

(B) Senior Pastor/Senior Elder

1. A Senior Pastor/Elder is expected to meet the qualifications listed in 1 *Timothy 3:1-13* and *Titus 1:6-9*.

2. A Senior Pastor/Elder will provide vision and leadership to the Elder team and the church, including giving leadership to the meetings of the Elder team and providing leadership at all partnership and vision meetings.

3. The Elder team will recommend a Senior Pastor/Elder to the church. A Senior Pastor/Elder must receive a minimum sixty-seven percent (67%) vote by a quorum of partners. The process must be repeated every five (5) years. In light of the position of Sr. Elder/Pastor being viewed as a long term calling on one's life, there are no restrictions of how many consecutive terms a Sr. Elder/Pastor can serve.

4. A Senior Pastor/Elder will serve a five year (5) term, that shall include a sabbatical as defined by the church's sabbatical policy.

(C) Overseer.

1. An Overseer is expected to meet the qualifications listed in 1 Timothy 3:1-13 and Titus 1:6-9.

2. An Overseer will act as a Pastor to the Pastor(s) and provide counsel for the Elder team.

3. An Overseer will be recommended by the Elder team and confirmed by a minimum fifty-one percent (51%) vote of a quorum of partners. An Overseer will serve a three (3) year term at which point the process must be repeated again, indefinitely.

(D) Associate Pastor(s).

1. A Pastor is expected to meet the qualifications listed in 1 Timothy 3:1-13 and Titus 1:6-9.

2. A Pastor will serve in roles defined by the Elder Team.

3. A Pastor will be recommended by the Elder Team to the church and must be confirmed by a sixty-seven (67%) vote of a quorum of partners. A Pastor will serve a three (3) year term, which shall include a sabbatical as defined by the church's sabbatical policy. In light of the position of Associate Pastor being viewed as a long term calling on one's life, there are no restrictions of how many consecutive terms an Associate Pastors can serve.

(E) Trustees/Deacons.

The Elders shall select a minimum of three (3) Trustees/Deacons to directly manage the physical and financial matters of the church. They are directly accountable to the Elder Team and shall meet regularly with them to report on the physical and financial conditions of the church. They shall be recommended to the church and upon a minimum fifty-one (51%) vote of a quorum of partners serve a three (3) year term which shall include a sabbatical as defined by the church's sabbatical policy. At the end of the term the process needs to be repeated and there is no limit on how many consecutive terms a Trustee/Deacon may serve.

#### (F) Treasurer

The Elders/Deacons shall select a Treasurer to provide financial management. The Treasurer is directly accountable to the Deacons and shall meet regularly with them to report on the financial condition of the church. The Treasurer may be nominated by the Deacons to the Elder team, upon Elder approval they are to be confirmed by a minimum fifty-one percent (51%) vote of a quorum of partners. They shall serve a three (3) year term which shall include a sabbatical as defined by the church's

sabbatical policy. At the end of the term the process needs to be repeated and there is no limit on how many consecutive terms a Treasurer can serve.

(G) Other Ministry teams, committees, boards, and officers may be named, according to need, as recommended by the Elder Team.

(H) The Fiscal Year of the church shall be the calendar year.

#### SECTION 4.02—ELIGIBILITY FOR OFFICE

Only church partners are eligible for election or appointment to any church office or position.

## SECTION 4.03—AFFIRMATION OF OFFICERS

The annual affirmation of officers shall occur during the Annual Vision/Partnership Meeting.

#### SECTION 4.04—STAFF

(A) Subject to the approval of the Elder Team, and on the condition that they shall become a partner of the church upon assuming their duties, the Senior Pastor/Elder may hire associates and assistants to assist the him in carrying out his God-given responsibilities.

(B) All church staff, whether paid or volunteer, shall be under the supervision of the Senior Pastor/Elder who upon approval of the Elder Team may dismiss them.

# **ARTICLE 5 – DUTIES AND RESPONSIBILITIES OF OFFICERS**

#### SECTION 5.01—SENIOR PASTOR/ELDER

See Appendix B of this document for ministry description.

#### SECTION 5.02—ELDER

See Appendix C of this document for ministry description.

#### SECTION 5.03-OVERSEER

See Appendix D of this document for ministry description.

#### SECTION 5.04—PASTOR

The Elder Team will create a ministry description for each Pastor role as they create and fill the position.

#### SECTION 5.05—TRUSTEES/DEACONS

See Appendix E(Trustee) and F (Deacon) of this document.

# SECTION 5.06—TREASURER

See Appendix G of this document

# SECTION 5.07—DUTIES OF ALL OFFICERS

(A) All officers shall give all records in their possession to the Elder Team at any time they request them and automatically in the transition of an officer position. All records are the property of the church.

(B) Any officer who neglects their duties as outlined in the bylaws for a period of one(1) month may be removed from his office by decision of the Elder Team, and another officer may be appointed by the Elder Team to serve the un-expired term.

# SECTION 5.08—INSTALLATION OF OFFICERS

A public installation service in which all newly elected officers of the church are to be dedicated to their respective offices and the ordination of newly elected elders may be held at a public Worship Celebration following their election at the annual vision meeting.

# **ARTICLE 6 – MEETINGS**

# SECTION 6.01—MEETINGS FOR WORSHIP

Unless otherwise determined by the Elders, the church shall meet each Sunday for public worship. The church will also organize it's weekly small group meetings, as well as another other meeting for worship as the Elders deem necessary.

# SECTION 6.02—ANNUAL VISION MEETING

(A) The church shall meet annually in the fourth quarter (October, November, or December) to name officers and committees, approve the annual budget and financial reports, receive other reports, and make decisions requiring the approval of the partnership. The meeting shall be announced at least two (2) weeks in advance. All officers to be voted on must be presented to the church at least one (1) week in advance. A quorum shall represent those that attend the meeting.

# SECTION 6.03—SPECIAL MEETINGS

(A) The Elders may call a special meeting by giving notice of such a meeting and the purpose for which it is called to the church from the pulpit at least one Sunday and not less than one week prior to said meeting.

(B) Bible conferences, missionary conferences, and revivals may be held as the Elders deem beneficial.

# **ARTICLE 7 – MINISTRY OF EDUCATION**

# SECTION 7.01—PURPOSE

The church believes that it is to provide the member's children with an education which is based upon and consistent with Biblical teachings. The church believes that the home and church are responsible before God for providing a Christian education. To this end, the church shall engage in ministries in education in keeping with the following dictates.

#### SECTION 7.02—CHURCH PARTICIPATION

All educational programs or courses of instruction formulated and offered by the church shall be primarily for the benefit of the partners of the church; however all children are welcomed to participate in church educational programs or courses of instruction.

#### SECTION 7.03—CHURCH VOLUNTEERS

All instructors, teachers, and administrators shall be partners of this church. This provision shall not apply to visiting missionaries, evangelists, or preachers engaged for the purpose of delivering sermons, or other special meetings on a temporary basis.

#### SECTION 7.04—STATEMENT OF FAITH ACCORD

All educational programs or courses of instruction shall be taught and presented in full accord with the Statement of Faith of the church. The church shall not hire, appoint, or retain any employee or volunteer for its educational programs who fails to adhere to or expresses disagreement with the Statement of Faith.

#### SECTION 7.05—UNITY

All educational programs or courses of instruction shall be conducted as an integral and inseparable ministry of the church.

#### SECTION 7.06—TEACHING

All educational programs or courses of instruction shall be conducted consistent with the teaching of the inerrant Word of God. Any assertion or belief which conflicts with or questions a Biblical truth is a pagan deception and distortion of the truth which will be disclaimed as false. It is the responsibility of every volunteer, instructor or teacher to present the inerrant Word of God as the sole infallible source of knowledge and wisdom.

## SECTION 7.07—CHRISTIAN WALK

All volunteers, administrators, instructors, and teachers shall continue or adopt a

lifestyle consistent with the precepts which they teach, whether in or out of the classroom.

# **ARTICLE 8 – ORDINATION**

# SECTION 8.01—ORDINATION QUALIFICATIONS

Any partner of this church or its mission churches, who gives evidence of a genuine call of God into the work of the ministry and possesses the qualifications stated in *1 Timothy 3:1-7* and Titus 1:6-9, may be ordained as a minister of the Gospel at the discretion and approval of the Elder Team.

## SECTION 8.02—ORDINATION PROCEDURE

(A) Upon a conference with the senior pastor/elder, and after the senior pastor/elder has approved the candidate for ordination, the senior pastor/elder shall call upon the elders to examine and pass on the qualification of the candidate.

(B) If the candidate is found worthy of ordination by the elder team, the church shall be notified at least 2 weeks in advance.

(C) The Senior Elder shall pass the Candidate's information along to Overseer for the further review and credential process through Dove Christian Fellowship International

(D) The senior pastor/elder shall then arrange for the ordination service.

# ARTICLE 9 – INDEMNIFICATION, INSURANCE, & LIABILITY CLAUSE – INDEMNIFICATION OF THE CHURCH PASTOR, OFFICERS, DIRECTORS, AND OTHER PERSONS

(A) The Church shall advance necessary funds or 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 action by or in the right of the Church) by reason of the fact that the person is or was the Church's pastor, a director or officer of the Church, or is or was serving at the request of the Church as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding. The termination of any action, suit or proceeding by judgment, order, 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 interests of the Church, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(B) The Church shall advance funds or indemnify any person who is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Church to procure a judgment in its favor by reason of the fact that he is or was a pastor, director or officer of the Church, or is or was serving at the request of the Church as a director, officer or representative of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of the Church.

(C) Indemnification under Sections 1 and 2 of this Article shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court of competent jurisdiction to have constituted willful misconduct or recklessness.

(D) Expenses incurred in defending a civil or criminal action, suit or proceeding of the kind described in Sections 1 and 2 of this Article shall be paid by the Church in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking, by or on behalf of the person who may be entitled to indemnification under those Sections, to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Church.

(E) The Church may, at the discretion of and to the extent and for such persons as determined by the Board of Directors of the Church, (i) indemnify any person who neither is nor was the Church's pastor, a director or officer of the Church but who is or was 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 (and whether brought by or in the right of the Church), by reason of the fact that the person is or was a representative of the Church, against expenses (including attorneys fees) ,judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding; and (ii) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled

to be indemnified by the Church.

(F) Any right to indemnification provided in this Article shall continue as to a person who has ceased to be a pastor, director or officer of the Church and shall inure to the benefit of the heirs, executors and administrators of such a person.

(G) Nothing herein contained shall be construed as limiting the power or obligation of the Church to indemnify any person in accordance with applicable state law provisions as amended from time to time or in accordance with any similar law adopted in lieu thereof.

(H) The Church shall also indemnify any person against expenses (including Attorneys fees), actually and reasonably incurred by him in enforcing any right to indemnification under this Article, under the Church's state nonprofit corporation law as amended from time to time or under any similar law adopted in lieu thereof.

(I) Any person who shall serve as the Church's Pastor/President, a director, officer, employee or agent of the Church or who shall serve at the request of the Church, as a director, officer, employee or agent of another corporation, joint partnership, joint venture trust or other enterprise shall be deemed to do so with knowledge of and in reliance upon the rights of indemnification provided in this Article, under applicable state law indemnification provisions as amended from time to time and in or under any similar law adopted in lieu thereof.

# **ARTICLE 10 – MINISTRY TEAMS/COMMITTEES**

The Elders shall appoint standing ministry teams/committees and designate a coordinator for each standing team/committee and, except when otherwise specifically provided in these bylaws, shall determine the membership of each standing team/committee.

# **ARTICLE 11 – DESIGNATED CONTRIBUTIONS**

From time to time the church, in the exercise of its religious, educational, and charitable purposes, may establish various funds to accomplish specific goals. Contributors may suggest uses for their contributions, but all suggestions shall be deemed advisory rather than mandatory in nature. All contributions made to specific funds or otherwise designated shall remain subject to the exclusive control and discretion of the Elders. No fiduciary obligation shall be created by any designated contribution made to the church other than to use the contribution for the general furtherance of any of the purposes stated in Section 1.03.

# **ARTICLE 12 – BINDING ARBITRATION**

## SECTION 12.01—SUBMISSION TO ARBITRATION

Believing that lawsuits between believers are prohibited by Scripture (1 Cor. 6:1-8), all partners of this church agree to submit to binding arbitration any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This policy, in conjunction with the resolution process outlined in *Matthew 18* gives partners the tools to resolve disagreements in a biblical manner

# SECTION 12.02—NOTICE OF ARBITRATION

In the event of any dispute, claim, question, or disagreement arising out of or relating to these bylaws or any other church matter, the parties shall use their best efforts to settle such disputes, claims, questions, or disagreement as befits Christians. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests not to disgrace the name of Christ, seek to reach a just and equitable solution. If they do not reach such solution within a period of sixty (60) days, then upon notice by either party to the other, disputes, claims, questions, or differences shall be finally settled by arbitration as described in Section 12.01, above, and such Procedures for Arbitration as are adopted pursuant to Section 12.04, below.

## SECTION 12.03—LIMITATIONS ON ARBITRATION DECISIONS

(A) Should any dispute involve matters of church discipline, the arbitrators shall be limited to determining whether the procedures for church discipline as outlined under Section 3.04, were followed.

(B) Should any dispute involve the removal from office of the pastor or any church officer, the arbitrators shall be limited to determining whether the procedures set forth in Articles Four (4) and/or Five (5) or were followed.

(C) The arbitrators shall, subject to the provisions of these procedures, arbitrate the dispute according to the terms of these procedures, the Bible as interpreted by the church's Statement of Faith, and any applicable church documents.

## SECTION 12.04—SCOPE OF ARBITRATION

The parties must, prior to the selection of arbitrators, agree to the scope of the matters to be considered by the arbitrators. In doing so the parties must conduct themselves with the utmost courtesy as befits believers in Jesus Christ.

If the parties cannot agree upon the scope of the dispute for arbitration, the scope shall be determined by the arbitrators.

# SECTION 12.05—SUBMISSION TO ARBITRATION

The parties, as Christians, believing that lawsuits between Christians are prohibited by Scripture, and having agreed, according to Article 12 of the church bylaws, to submit disputes to binding arbitration, and to waive any legal right to take the dispute to a court of law, will refer and submit any and all disputes, differences, and controversies whatsoever within the agreed scope of arbitration to a panel of three arbitrators, to be selected as follows:

# SECTION 12.06—GUIDELINES FOR ARBITRATORS

(A) All arbitrators must be born-again Christians of good reputation in the community and who affirm the church's Statement of Faith in it's entirety.

(B) Each party shall submit a list of three proposed arbitrators to the other party, and the other party will choose one of the three proposed arbitrators to serve on the panel.

(C) The third arbitrator will be selected by mutual agreement of the other two arbitrators.

(D) In selecting the arbitrators, each party shall act in good faith in choosing Christian arbitrators who have no prior knowledge of the facts leading up to the dispute, are not related to or close friends with the selecting party, and who will act impartially and with fundamental fairness.

(E) No arbitrator may be an attorney.

(F) No arbitrator may be employed or ever have been employed by, or under the authority of, either party or any other arbitrator.

(G) The arbitrators will be selected as soon as possible but no later than 30 days after the parties have agreed to the scope of the arbitration.

(H) The arbitration will be held at a neutral site agreed to by the arbitrators.

# SECTION 12.07—TERMS AND CONDITIONS OF ARBITRATION

(A) Each party may be represented by counsel throughout the process at the party's own expense. Discovery will be allowed as needed, as determined in the discretion of the arbitrators. Formal rules of evidence shall not apply.

(B) The arbitrators shall have full power to make such regulations and to give such orders and directions, as they shall deem expedient in respect to a determination of the matters and differences referred to them.

(C) The arbitrators shall hold the arbitration hearing as soon as possible, but no later than thirty (30) days after the selection of the third arbitrator.

(D) There shall be no stenographic record of the proceedings, and all proceedings shall be closed to the media and any other individuals not directly involved in the proceedings.

(E) Normally, the hearing shall be completed within three (3) hours. The length of the hearing, however, may be extended by the arbitrators in their discretion or an additional hearing may be scheduled by the arbitrators to be held promptly.

(F) There will be no post-hearing briefs.

(G) The arbitrators are to make and publish their award, in writing, signed by each of them concerning the matters referred, to be delivered to the parties no later than forty-eight (48) hours from the conclusion of the hearing, unless otherwise agreed by the parties. The arbitrators may, in their discretion, furnish an opinion.

#### SECTION 12.08—CONDUCT AND RULES OF HEARING

(A) The arbitrators may, in their absolute discretion, receive and consider any evidence they deem relevant to the dispute, whether written or oral, without regard to any formal rules of evidence.

(B) The parties and their respective witnesses must, when required by the arbitrators, attend and submit to examination and cross-examination under oath or affirmation as to all or any of the matters referred to in the proceedings and to produce and deposit with the arbitrators all or any evidence within their possession or control concerning such matters.

(C) If a party defaults in any respect referred to in Subsection 4(B), above, the arbitrators may proceed with the arbitration in their discretion as if no such evidence were in existence, insofar as it may be favorable to the party in default.

(D) All presentations shall be controlled by the arbitrators. Any disputes regarding procedure shall be decided solely by the arbitrators.

#### SECTION 12.09—DUTIES OF ARBITRATORS

(A) The arbitrators are to receive all evidence, prayerfully consider such evidence in an impartial manner, and render a decision which, based upon Scriptural principles, is fair to all parties.

(B) The arbitrators have full power to order mutual releases to be executed by the parties, and either of the parties failing, such orders shall have the effect of a release, and may be duly acknowledged as such.

(C) In the event that either party or a witness for either party shall fail to attend the arbitration hearing, after such written notice to such party as the arbitrators shall deem reasonable, the arbitrators may proceed in the absence of such party or witnesses without further notice.

#### SECTION 12.10—DECISION OF ARBITRATORS

(A) It is preferred that the arbitrators reach a unanimous decision, but if a unanimous decision cannot be obtained, a majority decision will be accepted. The written decision of a majority of the arbitrators shall be final and binding on all parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. There is no appeal from the decision of the arbitrators.

(B) The decision of the arbitrators is to be kept confidential by all parties for a period of one year. For purposes of these procedures, the church membership may be informed of the decision if the church or any church pastors, officers, trustees, employees, or board members were a party to the proceeding.

(C) Should any party commence legal proceedings against another party with respect to the agreed scope of the dispute or the binding decision of the arbitrators, with the exception of an action to enforce the decision of the arbitrators, that party shall pay to the other party all expenses of said proceedings, except as permitted by the arbitrators and except that a party may disclose the proceedings of this arbitration to his or her spouse, legal counsel, accountants, insurance carrier, and as otherwise required by law.

## SECTION 12.11—PARTIES TO COOPERATE

No party shall unreasonably delay or otherwise prevent or impede the arbitration proceedings. No party will involve the news media in the dispute in any way. No party shall publicize the dispute in any way to anyone not a party to the proceedings, except as permitted by the arbitrators and except that a party may disclose the proceedings of this arbitration to his or her spouse, legal counsel, accountants, insurance carrier, and as otherwise required by law.

## SECTION 12.12—COSTS AND EXPENSES

Each party shall pay his or her own costs and expenses related to presenting the party's case to the arbitrators. The costs of the arbitration, including any fees for the arbitrators is to be shared equally by both parties.

# **ARTICLE 13 – AMENDMENTS**

These bylaws may be revised or amended by the Elders at any regularly or specially

called meeting after confirmation by a minimum fifty-one percent (51%) of a quorum of partners present. They shall be reviewed every five year to assure that the structure and details remain relevant to the ministry of the church.

ADOPTION

November 17, 2013. 100% Affirmation, 2 abstentions.