



**THE CONSTITUTION**

*of*

**NORTHWEST BIBLE CHURCH**

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# THE CONSTITUTION *of* NORTHWEST BIBLE CHURCH

## PREAMBLE

To the glory of God, NorthWest Bible Church is established to carry out the God-ordained responsibilities of the local Church as expressed in Ephesians 4:12,13:

A. **TEACHING** – To stand for the historic, fundamental, Christian truths and to equip the saints for the work of service, for the building up of the body of Christ; with the goal of attaining unity, knowledge of the Son of God, and the maturity that is measured by the fullness of Christ.

B. **FELLOWSHIP** – To provide the means of developing meaningful fellowship among believers (expression of caring for and loving one another, warning, stimulating, and encouraging healthy spiritual lives).

C. **OUTREACH** – To participate in world evangelism (both in the local community and around the world) and to encourage and train God's people to have an effective influence and loving ministry in the society in which they find themselves.

D. **WORSHIP AND PRAYER** – To provide for meaningful worship and prayer, and to administer the ordinances of baptism and communion.

## ARTICLE ONE FORMATION

1.1 **THE CHURCH.** NorthWest Bible Church (the "Church") is a non-profit Texas corporation having its principal place of worship at 5503 Fellowship Lane, in the Klein community, Spring, Harris County, Texas 77379.

1.2 **PURPOSE.** The Church is established for the purposes set forth in its Articles of Incorporation and restated in the Preamble.

1.3 **DISSOLUTION.** In the event of dissolution of the Church, all assets, revenues, proceeds and funds from whatever source, after paying all debts and obligations, must be distributed in a manner consistent with the Articles of Incorporation to non-profit organizations which operate with like purposes.

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**ARTICLE TWO**  
**DOCTRINE**

2.1 **THE IMPORTANCE OF DOCTRINE.** The Church will function as an independent, evangelical church committed to the fundamental, historic Christian truths recorded in God's inerrant revelation - the Holy Scriptures. All Elders, Deacons, Pastors, Ministry Directors, and teachers must wholeheartedly agree with the Articles of Faith (Paragraph 2.3) and the Doctrinal Statement (Paragraph 2.4).

2.2 **"WHOLEHEARTEDLY".** The words "wholeheartedly" and "wholehearted" as used in this Constitution will mean (1) unconditioned agreement, without reservation, with the Articles of Faith and, either (2) unconditioned agreement, without reservation, with the Doctrinal Statement, or (3) a conditioned agreement (with not more than two specific reservations) with the Doctrinal Statement, but only if such specifically conditioned agreement with the Doctrinal Statement is (a) approved by 80% of the Elder Board and (b) such approval is subject to and conditioned upon the agreement of such Elder, Deacon, Pastor, Ministry Director, or teacher not to teach or promote at NorthWest Bible Church their particular reservations with the Church's Doctrinal Statement. In the event an Elder, Deacon, Pastor, Ministry Director, or teacher breaks his or her agreement with the Elder Board in such matters, they may be immediately removed from their position by an 80% vote of the Elder Board.

2.3 **ARTICLES OF FAITH:**

A. **The Trinity.** God exists in three eternal, coequal persons, the Father, the Son, and the Holy Spirit. (Matthew 3:16,17; 2 Corinthians 13:14)

B. **The Person of Christ.** Undiminished deity (true God) and complete humanity are united in one, sinless, virgin-born person, the Lord Jesus Christ, forever. (John 1:1,14; Colossians 2:9)

C. **The Work of Christ.** The death of Christ served as a perfect, God-satisfying, substitute payment of the penalty for the sins of the world. His bodily resurrection guarantees the hope of life eternal for all who believe in Him. (Romans 4:24-5:11; Ephesians 2:1-7)

D. **Personal Salvation.** One can be assured of God's forgiveness and deliverance from eternal separation in hell from God and of the sure hope of eternal life only through personal trust in the Lord Jesus Christ and acceptance of God's free gift of life through Christ. (Rom 10:9-13; 1 John 5:11-13)

E. **Revelation.** God has revealed Himself and His will through Scripture. (John 6:63; 2 Timothy 3:16,17)

1 2.4 **DOCTRINAL STATEMENT.** The Church will have a Doctrinal Statement  
2 prepared by the Board of Elders (the "Elder Board" or the "Board of Elders") which will  
3 amplify but be consistent with the purposes of the Church, the Articles of Faith and the  
4 Holy Scriptures.

5  
6 2.5 **CHURCH UNITY.** The Church as a whole and the Elder Board in particular are  
7 to follow the Scriptural patterns in developing a healthy unity in balance with sound  
8 Biblical convictions through the development of servant attitudes (Philippians 2:1-8).

9  
10 **ARTICLE THREE**  
11 **GOVERNMENT**  
12

13 3.1 **HEAD OF THE CHURCH.** The ultimate authority for the operation of the Church  
14 resides in the head of the Church, the Lord Jesus Christ.

15  
16 3.2 **ORGANIZATION.** For purposes of carrying out our Lord's will in the life of the  
17 Church, the organization of the Church will include:

- 18 A. The Congregation;  
19  
20 B. The Board of Elders;  
21  
22 C. The Board of Deacons;  
23  
24 D. The Pastors and Ministry Directors; and  
25  
26 E. The Support Staff.  
27

28  
29 3.3 **CONGREGATION.**

30  
31 A. **Responsibilities:**

32  
33 1. **Seeking God's Will.** It will be the responsibility of the Church  
34 members (the "Congregation") to prayerfully find the mind of Christ regarding any major  
35 decision.

36  
37 2. **Elders and Deacons.** The Congregation will nominate and confirm  
38 Elders and Deacons.

39  
40 3. **Major Decisions.** The Congregation must approve any decisions  
41 related to:

- 42  
43 a. The call (employment) of a Senior or Lead Pastor;  
44  
45 b. The purchase of land; and

1 c. The enactment of any building program.

2  
3 4. **Qualifications.** Membership in the Congregation will be open to all  
4 individuals who:

5  
6 a. Give testimony of faith in Christ;

7  
8 b. Complete a class for new or prospective Church members;

9  
10 c. Are in complete agreement with the Articles of Faith;

11  
12 d. Are willing to submit to the Elder Board and the Constitution  
13 of this Church (Hebrews 13:17);

14  
15 e. Are at least 18 years of age (or at least 16 years of age with  
16 the written permission of a parent or guardian); and

17  
18 f. Agree with, and who have signed (if they become a member  
19 after August 2011), this Membership Covenant:  
20

21 **MEMBERSHIP COVENANT**

22  
23 **I will protect the unity of my Church –**

- 24  
25 ❖ by acting in love toward other members and worshipers (Romans 14:19); and  
26  
27 ❖ by refusing to gossip or accommodate gossip (Ephesians 4:29); and  
28  
29 ❖ by following the leaders and the Church's Constitution (Hebrews 13:17).  
30

31 **I will share the responsibility of my Church –**

- 32  
33 ❖ by praying for its ministry (1 Thessalonians 1:1,2); and  
34  
35 ❖ by inviting the unchurched to attend (Luke 14:23); and  
36  
37 ❖ by welcoming warmly those who visit (Romans 15:7).  
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**I will serve the ministry of my Church –**

- ❖ by discovering my gifts and talents (1 Peter 4:10); and
- ❖ by being equipped to serve (Ephesians 4: 11,12); and
- ❖ by developing a servant's heart, and serving (Romans 12:6-8; Philippians 2:3-7).

**I will support the testimony of my Church –**

- ❖ by attending faithfully (Hebrews 10:25); and
- ❖ by living a Godly life (Philippians 1:27); and
- ❖ by giving regularly (1 Corinthians 16:2).

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Parent or Guardian Signature (if the new member is under 18 years of age)

5. **Selection.** The Elder Board will be responsible for and will establish a procedure for a prospective member to be accepted into membership of the Church. The call of a Pastor or a Ministry Director by the Elder Board will also serve as the confirmation of such Pastor or Ministry Director and their spouse as members of the Church.

6. **Term, and Other Matters.** Membership in the Congregation will continue until one of the following events occurs:

- a. The member dies;
- b. The member requests that his or her name be dropped from the membership roll of the Church;
- c. The member joins another church (no member of this Church may hold membership in another church; the membership of any individual member will automatically terminate without notice if the member unites with another church);

1 d. The member is absent from worship services for a six-month  
2 period without a valid reason, as determined in an annual review by the Elder Board;  
3 however, upon good cause shown to the Elder Board, this termination provision may be  
4 waived in the case of any individual member at the discretion of the Elder Board; or

5  
6 e. The member is separated from the body as a result of  
7 Church discipline.

8  
9 **7. Meetings.**

10  
11 a. **Frequency.** There will be a general "business meeting" not  
12 less frequently than once a year.

13  
14 b. **Agenda.** These business meetings must include a report on  
15 Church finances, Church leadership and Church ministries and such other matters as  
16 the Elder Board deems appropriate.

17  
18 c. **Special Meeting.** A special meeting of the Congregation  
19 may be called by:

20  
21 i. The Chairman of the Elder Board;

22  
23 ii. A majority of the Elder Board; or

24  
25 iii. 5% of the members of the Congregation.

26  
27 d. **Notice.** Two weeks public notice must be given prior to any  
28 meeting, either regular or special. "Public notice" or "notice" as used herein may be  
29 fulfilled by an oral announcement in a Sunday morning worship service, or by a written  
30 announcement in a Sunday morning worship service "bulletin," or by a "blast email" to  
31 the members of the Congregation who have supplied their email address to the Church.

32  
33 e. **Quorum.** Twenty percent of the voting members will  
34 constitute a quorum for Congregational meetings. In the event a quorum is not present,  
35 the meeting will be re-scheduled in a public notice to the Congregation. At the re-  
36 scheduled meeting, those present will constitute a quorum.

37  
38 f. **No Proxy Voting in Congregational Meetings.** There will  
39 be no proxy or absentee voting in Congregational meetings.

40  
41 **3.4 BOARD OF ELDERS.** The Board of Elders is the spiritual and governmental  
42 leadership of the Church. Their collective purpose as Elders is to be the spiritual  
43 shepherds as decision makers and pacesetters, and they are to invest themselves fully  
44 in the primary task of proclaiming God's truth; shepherding the Church family through  
45 prayer and intercession (including praying for the sick); exhorting and teaching doctrinal

1 orthodoxy; interpreting and applying this Constitution, the Church's Doctrinal Statement,  
2 and the Church's Articles of Incorporation and Certificate of Formation; making  
3 decisions in sincere pursuit of the Lord's will (discovered through Scripture and united  
4 prayer); in concert with the Senior or Lead Pastor, discerning a Godly vision and  
5 direction for the Church; judging sinful actions within the Church family; administering  
6 discipline within the Church family; guarding the Church from error and deception;  
7 resolving doctrinal issues; and being sound examples of Christian living to the Church  
8 family. In addition to other Board of Elders duties and responsibilities described herein,  
9 their responsibilities also include the call (subject to Congregation approval as provided  
10 herein), oversight, and dismissal of the Senior or Lead Pastor; and ordaining those  
11 called to the ministry. The Board of Elders will also govern all ministries administered or  
12 undertaken by the Church and they will determine the compensation of all Church  
13 employees. The following provisions will supplement this paragraph -  
14

15 **A. Responsibilities.**

16  
17 1. **Church Management.** The Board of Elders will serve as the  
18 Church's "legal trustee" and will be responsible for the management of the affairs of the  
19 Church. These responsibilities will include, but not be limited to, teaching, outreach  
20 ministries, finances, and the facilities of the Church.  
21

22 2. **Church Policies and Procedures.** The Elder Board will formulate  
23 the operating procedures of the Church which, to the extent they are not contained in  
24 this Constitution, will be set out in a written "policies and procedures" manual or  
25 document.  
26

27 3. **Chairman.**

28  
29 a. The Elder Board will select a Chairman of the Board of  
30 Elders who will serve for a period of one year. With the approval of 80% of the Elder  
31 Board, the Chairman of the Board of Elders may serve for no more than two  
32 consecutive one year terms (that is, two consecutive years). The Chairman of the  
33 Board of Elders will appoint a Vice Chairman of the Board of Elders (who will be  
34 approved by the Elder Board). The Chairman of the Board of Elders, or the Vice  
35 Chairman of the Board of Elders in the absence of the Chairman, will preside at all  
36 meetings of the Congregation.  
37

38 b. The Chairman of the Elder Board (or in his absence, the  
39 Vice Chairman of the Elder Board) will chair all meetings of the Board of Elders. He will  
40 set the agenda, location, and time of meetings, and he will provide each Elder with all  
41 materials necessary to consider those items on the meeting's agenda. He will call  
42 meetings to order, entertain motions, table discussions, invite guests, supervise  
43 activities of the Elder Board, and adjourn the meetings.  
44

1           4.     **Areas of Authority.** The Senior or Lead Pastor as an Elder on the  
2 Elder Board will make recommendations to the Elder Board in the areas of hiring  
3 Pastors, Ministry Directors, and Support Staff; terminating Pastors, Ministry Directors,  
4 and Support Staff; discipline of Church members; the purchase of property; and building  
5 programs. The Elder Board will make decisions in the areas of hiring the Senior or  
6 Lead Pastor (subject to Congregational approval as described herein), Pastors, Ministry  
7 Directors, and Support Staff; terminating the Senior or Lead Pastor, Pastors, Ministry  
8 Directors, and Support Staff; discipline of Church members; the purchase of property  
9 (subject to Congregational approval as described herein); and building programs  
10 (subject to Congregational approval as described herein).

11  
12           B.     **Qualifications.** Because of the gravity and responsibility of the office,  
13 special care must be taken to ascertain a man's fitness for the office of Elder (1 Timothy  
14 5:22). Church members eligible for consideration as Elders of the Church will be those  
15 men who:

- 16           1.     Meet the qualifications as set forth in Titus 1:5-9 and 1 Timothy 3:1-  
17 7;
- 18           2.     Are in wholehearted agreement with the Doctrinal Statement;
- 19           3.     Demonstrate shepherding and leadership qualities; and  
20           4.     Have been members of the Church for a minimum period of two  
21 consecutive years.

22  
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27           C.     **Selection.**

28  
29           1.     **Nomination.** The Congregation will be encouraged to nominate  
30 qualified candidates for Elders to the current Board of Elders.

31  
32           2.     **Review.** The candidate and his wife (and family, at the discretion  
33 of the Elder Board) will be interviewed by two or more Elders who will review the Biblical  
34 qualifications and responsibilities of an Elder with the Elder candidate. The Elder Board  
35 will then confer and prayerfully consider whether or not the candidate is to be  
36 recommended to the Congregation as an Elder candidate.

37  
38           3.     **Approval.** The Elder candidates who are unanimously  
39 recommended by the Elder Board will be submitted to the Congregation for approval by  
40 secret ballot. Any Elder candidate disapproved by 20% or more of those completing  
41 ballots will not be confirmed as an Elder.

42  
43           4.     **Ordination.** The approved Elder candidate will be publicly  
44 identified as an Elder by the laying on of hands soon after the vote.

1                   D.     **Term, and Other Matters.**

2  
3                   1.     **Term.** Except as provided herein, Elders will serve for fixed terms  
4 of three years.

5  
6                   a.     With the approval of 80% of the Elder Board and subject to  
7 an 80% confirmation vote by the Congregation each year, an Elder may elect to serve  
8 for additional and consecutive one year term(s).

9  
10                  b.     The Senior or Lead Pastor's term on the Elder Board will  
11 begin when he assumes the position of Senior or Lead Pastor, and it will continue until  
12 he ceases to be the Senior or Lead Pastor of the Church. The Senior or Lead Pastor will  
13 not be subject to an 80% confirmation vote by the Congregation each year.

14  
15                  2.     **Continuing Standards.** During an Elder's term, an Elder must  
16 continue to meet the Biblical qualifications of an elder and maintain a desire to serve.

17  
18                  3.     **Inactive Status.** An Elder may request inactive status for an  
19 unspecified period of time by giving notice to the Chairman of the Elders. An Elder may  
20 return to active status (1) upon his request or upon the request of the Elder Board, and  
21 (2) upon the unanimous approval of the Elder Board.

22  
23                  4.     **Removal.** Upon an Elder's failure to maintain the Biblical  
24 qualifications of an elder, the remaining Elders will seek to restore him to a qualified  
25 position. Failing to do so, they will ask for his resignation or remove him from office.

26  
27                  5.     **Number.** The number of active Elders will be not less than three,  
28 nor more than twelve.

29  
30                  6.     **Meetings.**

31  
32                  a.     The Elder Board will meet regularly at such intervals as they  
33 determine in order to faithfully discharge their responsibilities.

34  
35                  b.     Any action required by the Texas Business Organizations  
36 Code (the "TBOC") to be taken at any meeting of the Elder Board, may be taken without  
37 a meeting, without prior notice, and without a vote, if a consent or consents in writing,  
38 setting forth the action so taken, will be signed by a sufficient number of Elders, as  
39 would be necessary to take such action at a meeting at which all of the Elders were  
40 present and voted. Such action will be taken in accordance with the provisions of this  
41 Constitution, the TBOC and applicable law, as amended.

42  
43                  c.     Subject to the provisions of this Constitution, the TBOC and  
44 applicable law, as amended, the Elder Board may hold meetings by using a conference  
45 telephone or similar communications equipment, or another suitable electronic

1 communications system, including videoconferencing technology or the Internet, or any  
2 combination, if the telephone or other equipment or system permits each person  
3 participating in the meeting to communicate with all other persons participating in the  
4 meeting, and only if: (1) each person entitled to participate in the meeting consents to  
5 the meeting being held by means of that system; and (2) the system provides access to  
6 the meeting in a manner or using a method by which each person participating in the  
7 meeting can communicate concurrently with each other participant. If voting is to take  
8 place at the meeting, the Elder Board must: (a) implement reasonable measures to  
9 verify that every person voting at the meeting by means of remote communications is  
10 sufficiently identified; and (b) keep a record of any vote or other action taken.

11  
12 7. **Quorum.** A quorum, as determined in the Church's policies and  
13 procedures manual or document (or in the absence of such manual or document, as  
14 established by the Elder Board), will be required for the Elder Board to transact any  
15 business.

16  
17 8. **Senior or Lead Pastor.** The Congregational call of a Senior or  
18 Lead Pastor will also serve as (i) the confirmation of such Senior or Lead Pastor and his  
19 wife as members of the Church, and (ii) the confirmation of such Senior or Lead Pastor  
20 as an Elder.

21  
22 E. **Annual Elder Evaluation Ballot by the Congregation.** In light of 1  
23 Timothy 3:1-7 and Titus 1:5-9, Church members will each be given an annual  
24 opportunity to comment on the qualifications and character of each Elder and each  
25 Elder candidate by completing an "Elder Evaluation Ballot," and then submitting the  
26 Elder Evaluation Ballot to the Senior or Lead Pastor.

27  
28 F. **Conflicts of Interest and Elder Conduct.**

29  
30 1. *Definitions.*

31  
32 a. *"Conflicts of Interest"*: the circumstance of someone with  
33 power or influence, whose personal interests might benefit from his or her official  
34 actions or influence

35  
36 b. *"Recuse"*: to excuse oneself from a matter because of a  
37 possible conflict of interest or lack of impartiality; to withdraw from a position of judging  
38 so as to avoid any semblance of partiality or bias

39  
40 2. *Elder Conduct.* To avoid any semblance of partiality or bias, an  
41 Elder will recuse himself in all matters that may come before the Elder Board which may  
42 involve a personal conflict of interest (including the extension of an Elder's term on the  
43 Elder Board, and matters relating to Article Two, Paragraph 2.2) as to that Elder, and  
44 the remaining Elders on the Elder Board will decide such matters. An Elder will excuse  
45 himself from all Elder Board discussions and Elder Board votes which may involve a

1 personal conflict of interest (including the extension of an Elder's term on the Elder  
2 Board, and matters relating to Article Two, Paragraph 2.2) as to that Elder. The  
3 Chairman of the Elder Board generally should not be married to, or closely related to,  
4 anyone on the Church's Staff.

5  
6 **G. Unanimous Elder Board Votes.** Subject to the Elders' recusal  
7 responsibilities addressed in Article Three, Paragraph 3.4 F, the Elder Board must vote  
8 in unanimity in these areas: (1) the call (employment) of a Senior or Lead Pastor; (2) the  
9 purchase of land; (3) the enactment of any building program; (4) the removal or  
10 discipline of an Elder; (5) the removal or discipline of the Senior or Lead Pastor; (6) the  
11 amendment of the Church's Constitution; (7) the amendment of the Church's Doctrinal  
12 Statement; and (8) the amendment of the Church's Articles of Incorporation or  
13 Certificate of Formation.

### 14 15 **3.5 BOARD OF DEACONS.**

#### 16 17 **A. Responsibilities.**

18  
19 1. **Delegated Authority.** The Board of Deacons (the "Board of  
20 Deacons" or the "Deacon Board") will have authority over those operations of the  
21 Church that are delegated to them by the Elder Board.

22  
23 2. **Primary Areas of Activity.** The Deacon Board will be primarily  
24 concerned with the administration of Church property and facilities, and the Elder Board  
25 may also consult with the Deacon Board in matters relating to Church finances and its  
26 budget.

27  
28 **B. Qualifications.** Church members eligible for consideration as Deacons  
29 will be those men who:

- 30  
31 1. Meet the qualifications as set forth in 1 Timothy 3:8-13; and
- 32  
33 2. Are in wholehearted agreement with the Doctrinal Statement.

#### 34 35 **C. Selection.**

36  
37 1. **Nomination.** The Congregation will be encouraged to nominate  
38 candidates for Deacon to the Deacon Board. The Deacon Board will identify the  
39 candidates whose Biblical qualifications will be reviewed by the Elder Board.

40  
41 2. **Review.** The candidate's Biblical qualifications will be reviewed by  
42 the Elder Board, and then the Elder Board approved candidates will be interviewed by  
43 representatives of the Deacon Board.

1           3.     **Approval.** The candidates who are jointly recommended by the  
2 Elder Board and the Deacon Board will be submitted to the Congregation for approval  
3 by secret ballot. Any person disapproved by 20% or more of those completing ballots  
4 will not be selected.

5  
6           D.     **Term, and Other Matters.**

7  
8           1.     **Term.** Deacons will serve for fixed terms of three years. With the  
9 approval of 80% of the Deacon Board, a Deacon may elect to serve for additional and  
10 consecutive one year term(s).

11  
12           2.     **Inactive Status.** A Deacon may request inactive status for an  
13 unspecified period of time by giving notice to the Chairman of the Deacons. A Deacon  
14 may return to active status (1) upon his request or upon the request of the Deacon  
15 Board, and (2) upon the approval of 80% of the Deacon Board.

16  
17           3.     **Continuing Standards.** During a Deacon's term, a Deacon must  
18 continue to meet the Biblical qualifications of a deacon and maintain a desire to serve.

19  
20           4.     **Removal.** Procedures for removal or discipline of a Deacon will be  
21 established by the Elder Board.

22  
23           5.     **Number.** The number of Deacons on the Deacon Board will be  
24 determined from time to time by the Elder Board.

25  
26           6.     **Meetings.**

27  
28           a.     **Regular Meetings.** The Deacon Board will conduct regular  
29 meetings at such intervals as they determine to faithfully exercise the authority  
30 delegated to them.

31  
32           b.     **Chairman.** A Chairman of the Board of Deacons will be  
33 selected by the 80% approval of the Deacon Board. The Chairman of the Deacon  
34 Board will appoint the Vice Chairman of the Board of Deacons (who will be approved by  
35 the Deacon Board). The Chairman will serve for a period of one year. With the approval  
36 of 80% of the Deacon Board, the Chairman of the Board of Deacons may serve for no  
37 more than two consecutive one year terms (that is, two consecutive years). The  
38 Chairman of the Deacon Board (or in his absence, the Vice Chairman of the Deacon  
39 Board) will chair all meetings of the Board of Deacons. He will set the agenda, location,  
40 and time of meetings, and he will provide each Deacon with all materials necessary to  
41 consider those items on the meeting's agenda. He will call meetings to order, entertain  
42 motions, table discussions, invite guests, supervise activities of the Deacon Board, and  
43 adjourn the meetings.

1 c. **Liaison with Elder Board.** The Deacon Board will meet  
2 with the Elder Board as required by the Elder Board to coordinate efforts and to receive  
3 direction from the Elder Board.  
4

5 d. **Quorum.** A quorum, as determined in the Church's policies  
6 and procedures manual or document (or in the absence of such manual or document,  
7 as established by the Elder Board), will be required for the Deacon Board to transact  
8 any business.  
9

10 e. **Minutes.** Adequate minutes of Deacon Board meetings will  
11 be kept and promptly transmitted to the Elder Board.  
12

13 f. **Special Meetings.** Meetings of the Deacon Board may be  
14 called by the Chairman of the Deacon Board, by the Chairman of the Elder Board, or by  
15 any three Deacons.  
16

### 17 3.6 PASTORS AND MINISTRY DIRECTORS.

#### 18 A. Responsibilities.

19  
20  
21 1. The Pastors and Ministry Directors will consist of salaried staff  
22 serving in ministry capacities established by the Senior or Lead Pastor and approved by  
23 80% of the Elder Board. The duties and responsibilities of the Pastors and Ministry  
24 Directors will be determined by the Senior or Lead Pastor. In the absence of a Senior  
25 or Lead Pastor, the duties and responsibilities of the Pastors and Ministry Directors will  
26 be determined by the Elder Board.  
27

28 2. The Senior or Lead Pastor will be the primary preacher and teacher  
29 of the gospel of Jesus Christ and sound Biblical doctrine for the Church's Sunday  
30 worship services; he will supervise the administration of the ordinances of the Church;  
31 and he may act as an ex-officio (or authorized) member of all ministries, organizations  
32 and committees of the Church. The role of the Senior or Lead Pastor will include  
33 assisting the Elders in shepherding and overseeing the life and direction of the Church.  
34 The Senior or Lead Pastor will have a firm grasp on the purposes, values and strategies  
35 of the Church and he will have the ability to align ordained staff, lay ministry staff and  
36 key leadership teams with its mission. The Senior or Lead Pastor will offer pastoral  
37 leadership to the Congregation alongside ordained clergy and lay ministry directors.  
38 Lastly, the Senior or Lead Pastor will ensure that the systems, practices, and policies of  
39 the Church responsibly and effectively support its ministry activities and the Preamble of  
40 this Constitution.  
41

#### 42 B. Qualifications. The Pastors and Ministry Directors will be those who:

43 1. Are in wholehearted agreement with the Doctrinal Statement;  
44  
45

- 1                   2.     Demonstrate shepherding and leadership qualities; and  
2  
3                   3.     Have such other qualities and abilities as the Elder Board may  
4 establish.

5  
6           C.     **Selection.**  
7

8                   1.     **Nomination.** The Senior or Lead Pastor will nominate individuals  
9 to be called to serve as the Pastors and Ministry Directors of the Church. In the  
10 absence of a Senior or Lead Pastor, the Elder Board will nominate individuals to be  
11 called to serve as the Pastors and Ministry Directors of the Church.  
12

13                   2.     **Interview.** The Senior or Lead Pastor will interview any candidate  
14 for Pastor or Ministry Director (and in his discretion, the candidate's wife and family),  
15 and prayerfully make a decision concerning a Pastor or Ministry Director candidate. In  
16 the absence of a Senior or Lead Pastor, the Elder Board will interview any candidate for  
17 Pastor or Ministry Director (and in their discretion, the candidate's wife and family), and  
18 prayerfully make a decision concerning a Pastor or Ministry Director candidate.  
19

20                   3.     **Approval.**  
21

22                   a.     An 80% vote by the Elder Board will be required to call a  
23 new Pastor or Ministry Director (except for the Senior or Lead Pastor; see Article Three,  
24 Paragraph 3.4 G). An 80% vote by the Elder Board will be required to call an existing  
25 Pastor or Ministry Director to a new or different Pastor or Ministry Director position  
26 (except for the Senior or Lead Pastor; see Article Three, Paragraph 3.4 G).  
27

28                   b.     Eighty percent approval of those present at a duly called  
29 Congregational meeting will be required before a call may be made for the Senior or  
30 Lead Pastor, only. Congregational approval will not be required to call any other Pastor  
31 or Ministry Director.  
32

33                   4.     **Exceptions.** However, "Pastors and Ministry Directors" when used  
34 herein will always specifically *exclude*:  
35

36                   a.     Temporary or interim positions within the Church (for  
37 example and not by way of limitation, an "*interim pastor*" who may serve the Church  
38 during a pastor search process, or a "*youth ministry intern*" who may serve the Church  
39 for an agreed, limited time period), and  
40

41                   b.     Existing and future personnel positions within the Church  
42 whose respective written job description or current assignment does *not* include  
43 expository preaching, teaching, counseling, recruiting volunteers to serve within the  
44 Church, or selection of teaching curricula (for example, anyone designated as "Support  
45 Staff" by the Elder Board).

1 3.7 **SUPPORT STAFF.** According to the needs and financial abilities of the Church,  
2 the composition of the Support Staff will be determined by the Senior or Lead Pastor  
3 with the approval of 80% of the Elder Board. In the absence of a Senior or Lead Pastor,  
4 the Elder Board will determine the composition of the Support Staff upon an 80% vote of  
5 the Elder Board.  
6

7 3.8 **CHURCH OFFICERS.** The Church officers will be the Chairman of the Elder  
8 Board; the Vice Chairman of the Elder Board; the Senior or Lead Pastor; and lastly, the  
9 Secretary of the Elder Board. The descending priority of their authority will be: the  
10 Chairman of the Elder Board; the Vice Chairman of the Elder Board in the absence of  
11 the Chairman of the Elder Board; the Senior or Lead Pastor in the absence of both the  
12 Chairman and Vice Chairman of the Elder Board; and lastly, the Secretary of the Elder  
13 Board in the absence of the Chairman of the Elder Board, the Vice Chairman of the  
14 Elder Board, and the Senior or Lead Pastor.  
15

16 **ARTICLE FOUR**  
17 **AMENDMENTS**  
18

19 4.1 **AMENDMENT AUTHORITY.**  
20

21 A. The Preamble to the Constitution, the Articles of Faith, Constitution Article  
22 Four, and reducing the responsibilities of the Congregation under the Church's  
23 Constitution may only be amended with (1) the unanimous approval of the Elder Board,  
24 and (2) an 80% confirmation vote by the Congregation.  
25

26 B. The remainder of the Church's Constitution, its Doctrinal Statement, and  
27 its Articles of Incorporation or Certificate of Formation may be amended by the  
28 unanimous vote of the Elder Board, subject to the provisions of Paragraphs 4.2 and 4.3.  
29

30 4.2 **CONGREGATIONAL MEETING.** However, preceding a final vote by the Elders  
31 on a proposed amendment under the authority of Paragraph 4.1 B, a copy of the  
32 proposed amendment will be posted on the Church's website, and photocopies will also  
33 be made available at the Church's office. After at least two weeks notice, a  
34 Congregational meeting will be called to discuss the proposed amendment under the  
35 authority of Paragraph 4.1 B. At the Congregational meeting the Congregation will have  
36 the opportunity to ask the Elders questions about the amendment, and also voice their  
37 comments on the proposed action.  
38

39 4.3 **ELDER BOARD FINAL VOTE.** The Elder Board will prayerfully consider the  
40 Congregation's comments on the proposed amendment under the authority of  
41 Paragraph 4.1 B prior to its final vote.  
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**ARTICLE FIVE**  
**INDEMNIFICATION**

5.1 **INDEMNIFICATION FOR PASTORS, MINISTRY DIRECTORS, SUPPORT STAFF, ELDERS, DEACONS AND CHURCH VOLUNTEERS.** By adoption of an 80% resolution of the Elder Board, the Church will indemnify, defend, protect and hold harmless each Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer from and against all actions, suits or proceedings (whether civil, criminal, administrative, arbitrate or investigative) (collectively, "*Proceedings*"), and all other claims, demands, losses, damages, liabilities, judgments, awards, penalties, fines, settlements, costs and expenses (including court costs and reasonable attorneys' fees) arising out of the management of the Church or such Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer's service or status as a Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer. **THIS INDEMNITY WILL APPLY TO MATTERS THAT ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY BY SUCH PASTOR, MINISTRY DIRECTOR, SUPPORT STAFF, ELDER, DEACON AND CHURCH VOLUNTEER; PROVIDED, HOWEVER, THAT THIS INDEMNITY WILL NOT APPLY TO MATTERS ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT BY SUCH PASTOR, MINISTRY DIRECTOR, SUPPORT STAFF, ELDER, DEACON AND CHURCH VOLUNTEER.**

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5.2 **ADVANCE PAYMENT.** The right to indemnification conferred in this Article will include the right to be paid or reimbursed by the Church the reasonable expenses incurred by a Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by such Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer in advance of the final disposition of a Proceeding, will be made only upon delivery to the Church of a written affirmation by such Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article and a written undertaking, by or on behalf of such Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer, to repay all amounts so advanced if it will ultimately be determined that such indemnified Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer is not entitled to be indemnified under this Article or otherwise. The Church will also pay or reimburse a Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer for reasonable expenses in connection with such Pastor, Ministry Director, Support Staff, Elder, Deacon and Church Volunteer's appearance as a witness or other participation in a Proceeding.

1 5.3 **NONEXCLUSIVITY OF RIGHTS.** The right to indemnification and the  
2 advancement and payment of expenses conferred in this Article will not be exclusive of  
3 any other right which a Pastor, Ministry Director, Support Staff, Elder, Deacon and  
4 Church Volunteer or other Person indemnified pursuant to this Article may have or  
5 hereafter acquire under any applicable law, agreement, or vote of the Elder Board, or  
6 otherwise.

7  
8 5.4 **INSURANCE.** The Church may purchase and maintain insurance, at its expense,  
9 to protect itself and any person who is or was serving as a Pastor, Ministry Director,  
10 Support Staff, Elder, Deacon, Church Volunteer, Officer, employee or agent of the  
11 Church against any expense, liability, or loss.

12  
13 **ARTICLE SIX**  
14 **DESIGNATED CONTRIBUTIONS**

15  
16 From time to time the Church, in the exercise of its religious, educational and charitable  
17 purposes, may establish various funds or accounts to accomplish specific goals.  
18 Contributors may suggest uses for their contributions, but all suggestions will be  
19 deemed advisory rather than mandatory in nature. All contributions made to specific  
20 funds or accounts or otherwise designated will remain subject to the exclusive control,  
21 discretion and direction of the Elder Board. No fiduciary obligation will be created by  
22 any designated contribution given to the Church other than to use the contribution for  
23 the general furtherance of any of the purposes stated in the Church's Articles of  
24 Incorporation or Certificate of Formation, or in the Preamble of this Constitution.

25  
26 **ARTICLE SEVEN**  
27 **DISCIPLINE OF A MEMBER**

28  
29 The Senior or Lead Pastor and the Elder Board will determine the procedures to restore  
30 or discipline a member of the Church. The discipline of a Church member may include  
31 publically identifying in a Sunday morning church service the name and photograph of  
32 an unrepentant and unrestored member of the Congregation. Such procedures will be  
33 based on Scripture, including (but not limited to) the following: Matthew 18:15-20;  
34 Romans 16:17,18; 1 Corinthians 5:1-13; 2 Corinthians 2:1-11; Galatians 6:1; 1  
35 Thessalonians 5:14; 2 Thessalonians 3:6, 10-15; 1 Timothy 5:19,20; and Titus 3:10,11.

36  
37 **ARTICLE EIGHT**  
38 **BINDING ARBITRATION**

39  
40 The Members of the Church are Christians who believe that the Bible commands them  
41 to make every effort to live at peace and to resolve disputes with each other in private or  
42 within the Christian church (see Matthew 18:15-20 and 1 Corinthians 6:1-8). Therefore,  
43 all members of the Church hereby agree that any unresolved controversy, claim or  
44 dispute arising from, out of, relating to, or involving Church members, the Church,  
45 Church properties, Church employment, contributions to the Church, Church discipline

1 (including public Church discipline), injuries sustained on the Church campus, or injuries  
2 sustained at any Church activity wherever located, will be settled by biblically based  
3 mediation and, if necessary, legally binding arbitration in accordance with the *Rules of*  
4 *Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division  
5 of Peacemaker® Ministries (a complete text of the *Rules* is available at  
6 [www.HisPeace.org](http://www.HisPeace.org)). Judgment upon an arbitration award may be entered in any court  
7 otherwise having jurisdiction. The members of the Church understand that these  
8 methods will be the sole remedy for any controversy or claim arising out of or related to  
9 the matters generally described above, and all Church members expressly waive their  
10 right to file a lawsuit in any civil court against one another or against the Church or its  
11 leadership for such disputes, except to enforce an arbitration decision.  
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15 This revised and restated Constitution of NorthWest Bible  
16 Church was unanimously adopted and approved by its Elder  
17 Board on September 6, 2011.  
18

19 This revised and restated Constitution of NorthWest Bible  
20 Church was adopted and approved by its Congregation on  
21 September 11, 2011.