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## Table of Contents

I.	Name and Purpose	3
II.	Statement of Covenant	3
III.	Articles of Faith	3
IV.	Membership	4
V.	Services and Meetings	5
VI.	Church Ministries	5
VII.	Church Leadership	6
	Senior Pastor	6
	Church Staff	6
	Deacons	6
	Trustees	7
	Church committee leadership	8
	Pastor Search Committee	8
	Church Messengers	9
VIII.	Use of Church Property	9

Cemetery	9
Facilities	10
IX. Adoption and Amendments	10
Appendix	10
Church Arbitration	10
Indemnification	11

This congregation, constituted on December 28, 1884, is known as Rich Fork Baptist Church of Thomasville, North Carolina. The church is affiliated with the Liberty Baptist Association of Davidson County, the North Carolina Baptist Convention and the Southern Baptist Convention.

This church is organized for the purpose of worshiping God, preaching the Gospel of Jesus Christ, providing spiritual training and serving the needy. We rely on the guidance of the Holy Spirit and adhere to the teachings of the New Testament.

We establish and adopt these By-Laws for the purpose of:

- declaring our loyalty to the principles of our faith
- governing ourselves in an orderly manner
- clarifying the relationship of this body to other organizations.

As members of the Body of Christ, we have received the grace of God by accepting Jesus Christ as our Lord and Savior. We have been led by the Holy Spirit to Rich Fork Baptist Church and joyfully and solemnly enter into a covenant relationship with this congregation.

We affirm God's covenant commandment to love Him with all of our heart, soul, mind and strength. We express our continuing trust in His promises through obedience to His commandments.

We commit ourselves to seek to grow in the grace and knowledge of our Lord and Savior Jesus Christ. Evidence of this commitment is:

- conducting ourselves in a way that honors our Lord
- supporting God's work with our presence, our financial gifts and our spiritual gifts
- watching over and cooperating with one another in brotherly love
- lovingly leading those who seek to grow spiritually
- willingly submitting to those whom God appoints over us

We admit our total dependence on the Holy Spirit for the fulfillment of this Covenant.

The Articles of Faith of this congregation are the same as those adopted by the Southern Baptist Convention as described in “The Baptist Faith and Message” (written in 1963 and revised in 1988). Copies are available.

:

### A. Requesting Membership

The membership of this church is composed of persons who have:

- publicly professed their faith in Jesus Christ and been baptized by immersion
- received a vote of affirmation by the congregation
- completed the New Member's Class \*

Individuals who wish to transfer their membership to this church do so by:

- providing a letter of membership from a church of like faith and baptism OR
- providing a statement of fact of membership in a church of like faith and baptism when a letter is not available
- receiving a vote of affirmation by the congregation
- completing the New Member's Class\*

\*The New Member's Class provides instruction in basic Baptist doctrine. Concessions for attendance may be made due to individual circumstances.

### B. Termination of Membership

Membership in this church is terminated:

- through the request for a letter of transfer from another church
- by the written request of the member
- upon the death of the member
- as the final act of church discipline as outlined below

### C. Discipline of a Member

The discipline of a member may occur if their conduct dishonors the name of our Lord Jesus Christ. Matthew 18:15-17 and Galatians 6:1-2 outline the necessity of and procedure for the discipline of a member. As detailed in these scriptures, reconciliation is always to be sought, but will not always occur.

The failure of reconciliation results in the body of deacons consulting with the Senior Pastor and recommending exclusion of the member to the congregation. The member receives written notice ten (10) days prior to the exclusion vote.

Exclusion (termination of membership) occurs upon the affirmative vote of a majority of members present and voting during a called business meeting. **The meeting is closed to non-members.** The church clerk sends written notification of the termination of membership to the excluded party. **A member may not resign until the discipline process is completed.**

Restoration may occur when the body of deacons receives a request for restoration from the excluded member. The deacons recommend restoration to the congregation after receiving the excluded party's confession of error, evidence of his repentance and reaffirmation of his commitment to Jesus Christ as Lord and Savior.

#### **D. Records Review Policy for Members**

**Financial and budget information is available to members upon written request to the Stewardship Committee. Individual donation records and personnel records are confidential.**

### **A. Worship Services**

Worship services are held each Sunday morning and evening and Wednesday evening, unless otherwise announced. Additional services are scheduled as necessary. The Lord's Supper is observed at least four times a year. The Senior Pastor and the Chairman of Deacons are responsible for cancelling services in the event of hazardous weather conditions. They notify local television and radio stations who broadcast this information to the church family.

### **B. Business Meetings**

**The congregation is given at least ten day notice of quarterly and called business meetings.** The Senior Pastor or his designee serves as the presiding officer during church business meetings. Parliamentary procedure for business meetings is determined by Robert's Rules of Order (revised). Committees and organizations present information and request congregational approval as appropriate. Minutes of church activity, information and voting are recorded by the church clerk and presented for approval at the next business meeting. Unless otherwise stated, a simple majority (51%) **of at least 100 members present** is required to pass a motion for congregational approval. Only members present are eligible to vote; no vote is cast by absentee ballot or by proxy. When an additional business meeting is necessary, the congregation is given at least a one week notice of the purpose and time of the meeting.

### **A. Sunday School Ministry**

A Sunday School ministry is maintained for the purpose of leading people to faith in the

Lord Jesus Christ and to serve Him through worship, evangelism, fellowship, discipleship and ministry. The material used is provided by Lifeway Christian Resources unless alternate material is approved by a member of the pastoral staff. This ministry is under the supervision of the Sunday School director.

## B. Missions Ministry

A missions ministry is maintained for the purpose of mission education, mission action and mission support through prayer and financial gifts. This ministry is under the supervision of the Women on Mission director.

## C. Music Ministry

A music ministry is maintained for the purpose of providing leadership during worship services, a graded music training program and opportunities for ministry through music . This ministry is under the supervision of the Minister of Music.

## D. Additional church ministries

Additional church ministries are implemented as the Holy Spirit leads.

The Senior Pastor is the administrative head of the church and oversees the spiritual welfare of the congregation. His responsibilities include:

- preaching the Gospel of Jesus Christ
- providing spiritual leadership in all areas of church life
- being responsible for the pulpit ministry
- administering the ordinances of the Lord's Supper and Baptism
- providing for the needs of the congregation through visitation or counseling
- providing direction for the responsibilities of the church staff as outlined by their job descriptions
- serving as or appointing a staff member to serve as an ex-officio member of church committees, councils, etc as needed

The process for calling a Senior Pastor is outlined in the job description of the Pastor Search



Committee.

Termination of employment may be requested by the Senior Pastor or the congregation. A congregational vote for dismissal requires a two-thirds vote of **at least 400 members** present at a called business meeting. Notice and terms of employment separation are outlined in the Personnel Policy & Procedure Manual.

The Personnel Committee will determine the need for additional staff positions and recommend persons to fill those positions for congregational approval. Members of Rich Fork Baptist Church will not be considered for support staff positions such as janitorial, clerical, etc. However, church members may apply for ministerial positions should they be well trained in the field of application. In addition to the Personnel Committee, the Pastoral Staff, Deacon Body and congregation must also approve acceptance for employment. Staff job descriptions are available in the church office.

The deacons are considered servants of the church. Deacons serve for three years and are eligible for re-election after a one year absence from office. The number of deacons is determined by the needs and size of the congregation. Their responsibilities include:

- serving as a council of advice and support to the pastoral staff in matters pertaining to the spiritual welfare and work of the church
- leading the congregation in meeting needs within the body and in the community
- preparing and assisting in the administration of the Lord's Supper
- overseeing disciplinary action within the church
- arranging for temporary pulpit supply when the senior pastor is unavailable
- recommending persons to serve on the Nominating Committee
- recommending persons to serve on the Pastor Search Committee

The deacons meet with the pastoral staff monthly or as needed. A simple majority of deacons must be present for a quorum. They annually elect a chairman and vice-chairman and appoint committees as needed.

One-third of the deacon body is elected annually. These men are nominated from within the membership of the church and meet the qualifications stated in 1 Timothy 3. The congregation is

given a list of the male membership who are 21 years of age or over and may nominate those they believe will best serve as deacons. The Senior Pastor and Chairman of Deacons consider the nominees and interview those who meet the qualifications. The Nominating Committee submits the names of those who are selected for congregational approval.

The office of Deacon requires ordination. The Senior pastor arranges for an ordination service as needed.

Should the removal of a deacon from office become necessary, he will receive a 10 day notice that a vote regarding his removal will be taken by the active deacon body. A two-thirds vote for removal is required.

When a vacancy occurs, the Senior Pastor and Chairman of Deacons selects a non-active deacon to fill the position. The Nominating committee presents this name for congregational approval. A deacon who fills a vacancy is eligible for re-election at the end of that term.

The Board of Trustees consists of three members who serve as Officers of the Corporation of Rich Fork Baptist Church. Their responsibilities include:

- representing Rich Fork Baptist Church in legal matters regarding church properties, deeds, insurance policies, contracts or other documents requiring a signature(s)
- maintaining a bank safety deposit box for the safe keeping of church documents
- retaining the services of an attorney as needed

James Beck, Rebecca Pentacost and Darrell Embry will serve as Trustees for their lifetime unless they resign or are removed from office as outlined below. Trustees elected to fill a vacancy will serve a 7 year term unless they resign or are removed from office as outlined below.

Church Trustees are selected by the pastoral staff and deacons and presented for congregational approval in a called business meeting. The Chairman of the Trustees is appointed annually by the pastoral staff and deacons.

A Trustee may be removed from office upon the recommendation of the pastoral staff and deacons and **the majority approval of at least 100 members present at a called business meeting.** A trustee may be removed due to a physical, mental or emotional impairment which affects his/her ability to serve or when the trustee no longer represents the church in a Godly manner.

E.

### **1. Standing Committees**

Each committee will consist of 3, 6 or 9 members **as determined by the Nominating Committee**. One-third of the members of each committee will be selected annually per Nominating Committee procedure and presented for congregational approval at a called business meeting. Anyone considered for a position of leadership will be approved by the Nominating Committee before they are approached to serve.

The term of service on a committee will be 3 years. Persons selected to fill an unexpired term will rotate off of the committee at the end of that term. A current listing of church committees and their responsibilities is available from the Nominating Committee and in the church office.

The chairman of each committee is responsible for presenting a report of committee activity to the church during quarterly business meetings. The chairman will recommend to the Stewardship committee the amount of money necessary for the committee to fulfill its responsibilities.

### **2.**

In the event of a Senior Pastor vacancy, the deacons will recommend a Pastor Search Committee for congregational approval. The committee will consist of 5-10 members, one being an active deacon. The responsibilities of this committee include:

- recommending an interim pastor if needed
- determining the criteria for the selection of a senior pastor
- evaluating candidates through application, interview and references
- presenting information on the selected candidate to the congregation and announcing a date for the candidate's trial sermon
- presenting the motion for a vote on the candidate in a called business meeting one week after the trial sermon
- determining that an affirmative vote of at least 90% of members present and voting has been received
- notifying the candidate of the decision
- seeking another candidate in the event the candidate fails to receive the required vote

### **F. Church Ministry Leadership**

Leaders of the various church ministries are selected annually by the Nominating Committee and

presented for congregational approval at a called business meeting. The term of service is five(5) years. Exemptions from the 5 year limitation may include:

The five year limit for teachers was removed 4/10/05

- Persons with specialized training (musicians, media coordinators, audio-visual technicians, etc)
- Teachers who rotate classes at the end of the 5 year term
- Persons receiving approval for exemption from the pastoral staff and Chairman of Deacons

Messengers to represent Rich Fork Baptist Church at the Liberty Baptist Association, North Carolina Baptist Convention and the Southern Baptist Convention will be elected by the congregation as needed.

A.

As long as space is available, the following persons may be buried in the church cemetery at no cost:

- members
- dependent children of members
- former pastors and their spouse

As long as space is available, the following persons may be buried in the church cemetery at a cost of \$750.00:

- spouse of a member
- spouse of a former member who is buried in the cemetery
- former members who requested and paid for a space within 30 days of the termination of their membership

Arrangements made with the Cemetery Committee prior to the adoption of these by-laws will be honored. A written list of these arrangements will be maintained by the Cemetery Committee. A member of the Cemetery Committee must approve of any grave site dug or monuments installed/moved. The following policy applies to grave markers or flowers:

- funeral floral arrangements will be removed within 30 days of burial.
- no shrubbery or flowers will be planted at grave sites.
- a permanent monument is to be installed within 12 months of burial.
- in the older section of the cemetery, monuments will not exceed 45" for a single space or 78" for a double space including

- the 4" ground level base. Foot markers will be ground level.
- in the newer section of the cemetery, all head and foot markers will be ground level.

A written copy of this policy is available from the Cemetery Committee.

## B.

Use of the church facilities will be coordinated through the church office. There is no charge for church members for the use of the facilities. Non-members may be charged for the use of the facilities. Fees begin at \$200.00.

For non member groups and individuals outside insurance must be secured. Rich Fork Baptist Church should be named on the policy. A letter of agreement will be signed indicating that Rich Fork is not acting as landlord and all risks are assumed by the user.

The person requesting the use of the facilities is responsible for making sure that the facility is left clean with the furniture returned to its appropriate place. Arrangements can be made for the use of the church's cleaning service at their hourly rate.

The church's wedding and reception policy is available in the church office.

This Constitution and By Laws is in effect immediately after adoption by the church body. Adoption of this constitution and by laws nullifies any previous document. Any part of this document may be amended or repealed by a majority vote of members present at a called business meeting. A copy of this document will be kept in the church office and made available upon request.

Inasmuch as the scriptures require Christians to take their disputes to the saints and not to the civil courts (1 Corinthians 6:1-8), all disputes which may arise (1) between any member of this church and the church itself, or (2) between any member of this church and any pastor, officer, director employee, volunteer, or other member of this church, shall be resolved by binding arbitration if efforts to mediate or conciliate the dispute have failed. Either party to the dispute may initiate the arbitration process by filing with the other party a written request for arbitration within a reasonable time after the dispute has arisen and efforts to mediate or conciliate have

failed. In such a case, the member and the church shall each name an arbitrator, and the two so selected shall name a third. All arbitrators must meet the minimum standards of the American Arbitration Association. The third arbitrator chosen by the other two shall disclose, before accepting the appointment, any financial or personal interest in the outcome of the arbitration, and any existing or past financial, professional, family, or social relationships which are likely to affect impartiality or which might reasonably create an appearance of impartiality or bias.

Either of the parties to the arbitration, on the basis of such disclosures, may disqualify such a candidate from serving as the third arbitrator. A third arbitrator who serves without objection from either party has a continuing duty to disclose relationships or interests which may impair his impartiality. Either party, regardless of the stage of the arbitration process, may on the basis of such disclosures disqualify such a person from further participation. The arbitration process shall not proceed until the third arbitrator is selected.

The arbitrators shall appoint the time and place for the hearing and cause notification to the parties to be served personally or by registered mail not less than thirty days before the hearing. Appearance at the hearing waives such notice. The arbitrators may adjoin the hearing from time to time as necessary and, on request of a party and for the good cause, or upon their own motion, may postpone the hearing to a later date. The arbitrators may hear and determine the controversy upon the evidence produced notwithstanding the failure of a party duly notified to appear. The parties are entitled to be heard, to present evidence material to the controversy, and to cross examine witnesses appearing at the hearing. The hearing shall be conducted by all the arbitrators, but a majority of them may determine any question and render a final award. If during the course of the hearing, an arbitrator for any reason ceases to act, he shall be replaced in the same manner in which he was originally selected. The arbitrators may in their absolute discretion admit as evidence any affidavit or declaration concerning the matters in dispute, a copy thereof having been given at least five days previously to the party against whom the same is offered, but the person whose evidence is so taken shall be subject to cross-examination by such party. The arbitrators shall have the power to order and direct what they shall deem necessary to be done by either of the parties relating to the matters in dispute. Cost of the arbitration shall be assessed in the discretion of the arbitrators, who may award by and whom they shall be paid. Any submission of a dispute to arbitration shall not be revoked by the death of any party to the dispute, and any award will be binding upon such person's heirs and successors.

The decision of the arbitrators shall be binding on both parties, and both parties submit themselves to the personal jurisdiction of the courts of (state) both state and federal, for the entry of a judgment confirming the arbitrators' award.

The arbitration process is not a substitute for any disciplinary process set forth in the constitution or bylaws of the church, and shall in no way affect the authority of the church to investigate reports of misconduct, conduct hearings, or administer discipline.

Any matter not provided for herein shall be governed by the provisions of the Uniform

## Arbitration Act.

If a dispute may result in an award of monetary damages, then use of this arbitration procedure is conditioned on acceptance of the procedure by the liability insurer of the church, and the insurer's agreement to honor any arbitration award up to any applicable policy limits.

The Corporation shall indemnify any and all persons who may serve or who have served at any time as directors or officers, against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced) actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit, or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against any of them by reason of being or having been directors or officers of the Corporation, except in relation to matters as to which any such director or officer of former director or officer shall be adjudged in any action, suit, or proceeding to be liable for his own negligence or misconduct in the performance of his duties. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law; bylaw, agreement or otherwise.