

GENERAL OPERATING
BY-LAW NUMBER 1

June 6, 2024

A By-Law relating generally to the transaction of the
affairs of Harvest Bible Church Windsor Inc. (a Federal Corporation)

BE IT ENACTED as a By-Law of **Harvest Bible Church Windsor Inc.**
(hereinafter referred to as the "Church" or "Harvest Bible Church") as follows:

DEFINITIONS, FUNDAMENTAL TERMS, AND INTERPRETATIONS

1. DEFINITIONS

1.1. In this By-Law and all other By-laws and Resolutions unless the context otherwise requires, the following definitions shall apply:

(1) "Act" means the Canada Not-for-profit Corporations Act S.C. 2009, c.23 including the Regulations made pursuant to the Act, and any other statute or regulations that may be substituted, as amended from time to time;

(2) "Statement of Faith" means the Statement of Faith set out in this By-law;

(3) "Elders Council" means the Governing Elders Council;

(4) "By-law" or "By-laws" means any By-law of the Corporation from time to time in force and effect, including the General Operating By-law;

(5) "Church" means the legal entity incorporated as a Corporation without share capital under the Act by Letters Patent dated the 25th day of January, 2004, and amended to **HARVEST BIBLE CHURCH WINDSOR INC.** by Corporations Canada on the 15th day of December, 2016, through which its Ministry Partners may fellowship together as a New Testament Church;

(6) "Constitution" means the Letters Patent, General Operating By-law and any Policy Statements adopted by the Church from time to time to which all Ministry Partners are required to subscribe;

(7) "Corporation" means the Church as defined herein;

(8) "Elder" means a member of the Elders Council who shall be deemed to be an Officer pursuant to the Act, also referred to as a lay pastor;

(9) "Discipline" means seeking to reconcile Individuals to one another through mutual forgiveness and restoring offenders to fellowship with God and the Church, or failing repentance the withdrawal of Ministry Partnership status;

(10) "Documents" includes deeds, mortgages, hypothecates, charges, conveyances, transfers and assignments of property, real or personal, immovable or moveable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfer and assignments of shares, bonds, debentures or other securities and all paper writing;

(11) "General Operating By-law" means this By-law and any other By-laws intended to amend or replace the General Operating By-law herein;

(12) "Letters Patent" means the Letters Patent incorporating the Church, as from time to time amended or supplemented by Supplementary Letters Patent;

(13) "Ministry Partnership Meeting" means any lawfully called annual or special meeting of the Ministry Partners;

(14) "Ministry Partner" means a member of the Church. "Ministry Partners" or "Ministry Partnership" means the collective Ministry Partnership of the Church, unless the context otherwise requires;

(15) "Objects" means the charitable Objects of the Corporation as contained in the Letters Patent;

(16) "Officer" means an Officer of the Church as described in Section 27.1 of this General Operating By-law;

(17) "Chief Officer" means an Officer of the Church who functions as the chair of the Elders Council;

(18) "Vice Chief Officer" means an Officer of the Church who functions as the vice-chair of the Elders Council;

(19) "Pastor" means the senior leading pastor or his designate as decided by Resolution of the Elders Council;

(20) "Staff" means remunerated pastor or employee of the church as described herein;

(21) "Person" means an individual person, but does not include corporations, partnerships, trusts, or unincorporated organizations;

(22) "Policy Statements" means any Policy Statements adopted as part of the Church Constitution from time to time concerning practical applications of biblical principles, doctrinal considerations, philosophy of ministry and Christian conduct;

(23) "Resolution" – means a Resolution passed by the Elders Council by a process of Consensus whereby for purposes of governance in all matters of the Church whereby adequate discussion, deliberation and evaluation lead to general agreement, and harmony as to the specific direction or decision, unless the Act or this By-law otherwise requires;

2. FUNDAMENTAL TERMS AND INTERPRETATION

All By-laws shall be strictly interpreted at all times in accordance with and subject to the Objects and Statement of Faith. If any of the provisions contained in this By-law are inconsistent with those contained in the Letters Patent, the Statement of Faith or the Act, the provisions contained in the Letters Patent, the Statement of Faith or the Act, as the case may be, shall prevail.

2.1. The Statement of Faith Ministry Partners are required to subscribe to is as follows:

THE SCRIPTURES

We believe the sixty-six books of the Old and New Testaments to be the full record of God's self-disclosure to mankind. Different men, while writing according to their own styles and personalities, were supernaturally moved along by the Holy Spirit to record God's very words, inerrant in the original writings. Therefore, those applying themselves to study its literal, historical-grammatical context can accurately understand God's Word. Scripture is fully trustworthy as our final and sufficient authority for all of life (2 Timothy 3:16-17; 2 Peter 1:20-21).

THE TRIUNE GOD

We believe in the one living and true God, eternally (John 17:3) existing in perfect unity as three equally and fully divine Persons: the Father, the Son, and the Holy Spirit (Matthew 28:19-20). Each member of the Godhead, while executing distinct but complementary roles in redemptive history, has precisely the same nature, attributes, and being, and is equally worthy of the same glory and honor and obedience (John 1:1-4; Acts 5:3-4).

GOD THE FATHER

We believe God the Father created all things in six literal days for His glory according to His own will (Revelation 4:11), through His Son, Jesus Christ. He upholds all things by the Word of His power and grace, exercising sovereign headship over all creation, providence, and redemption (Colossians 1:17; Hebrews 1:3).

GOD THE SON

We believe that Jesus Christ, the eternal Son, moved by love in accordance with the will of the Father, took on human flesh (John 1:1, 14, 18). Conceived through the miraculous work of the Holy Spirit, He was born of the virgin Mary. He, being fully God and fully man (John 14:8-9), lived a sinless life and sacrificially shed His blood and died on the cross in our place accomplishing redemption for all who place their faith in Him. He arose visibly and bodily from the dead three days later and ascended into heaven, where, at the Father's right hand, He is now Head of His Body the Church, the only Saviour and Mediator between God and man, and will return to earth in power and glory to consummate His redemptive mission (1 Timothy 3:16).

GOD THE SPIRIT

We believe that the Holy Spirit, in all that He does, glorifies the Lord Jesus Christ during this age. He convicts the world of sin, righteousness, and judgment. He draws the unredeemed to repentance and faith, and at salvation imparts new spiritual life to the believer, bringing that person into union with Christ and the Body of Christ. The Holy Spirit sanctifies, seals, fills, guides, instructs, comforts, equips, empowers, permanently indwells at salvation, and bestows spiritual gifts to the believer for Christ-like living and service (John 16:8; 13:15; Titus 3:5; Ephesians 1:22; 4:11-12; Romans 8:9-17; 12:4-8; 1 Corinthians 3:16; 12:4-5, 11-13, 19; Galatians 5:25; Hebrews 2:1-4; 2 Corinthians 12:12).

MANKIND

We believe that God created mankind—male and female—in His own image and likeness, free of sin, to glorify Himself and enjoy His fellowship. Tempted by Satan, but in the sovereign plan of God, man freely chose to disobey God, bringing sin, death and

condemnation to all mankind. All human beings, therefore, are totally depraved by nature and by choice. Alienated from God without defense or excuse, and subject to God's righteous wrath, all of mankind is in desperate need of the Saviour (Genesis 3:1-6; Romans 3:10-19; Romans 1:18, 32).

SALVATION

We believe that the Lord Jesus Christ died for our sins according to the Scriptures, as the substitutionary atonement in our place, and that salvation is found in none other than Jesus Christ. Before Creation, God chose those who would be saved and granted this unearned grace solely based on His sovereign good pleasure. Jesus Christ's death on the cross was the sole and complete payment for sins, fully satisfying God's righteous wrath, for each person that turns from sin in repentance and places their faith in Christ alone by grace alone. At salvation each person is made a new creation by the Holy Spirit, declared righteous before God, and secured as an adopted child of God forever. Genuine faith continues in obedience and love for Jesus Christ with a life eager to glorify God and persevere to the end (Romans 8:37-39; 2 Corinthians 5:21; 1 Corinthians 12:13).

THE CHURCH

We believe that upon placing one's faith in the Lord Jesus Christ as Saviour, the believer is made part of the Body of Christ, the one universal Church, of which Jesus Christ is the Head. The Scriptures command believers to gather locally in order to devote themselves to worship, prayer, teaching of the Word, fellowship, the ordinances of baptism and communion, service to the local body through the development and use of talents and spiritual gifts, and outreach to the world to make disciples (Ephesians 1:22-23; Acts 2:42-46; 1 Corinthians 14:26; Matthew 28:18-20). Wherever God's people meet regularly in obedience to this command, there is the local expression of the Church under the watchful care of a plurality of elders. A church's Ministry Partners are to work together in love and unity, intent on the ultimate purpose of glorifying Christ (Ephesians 4:16).

BAPTISM AND THE LORD'S SUPPER

We believe that Christian baptism is a public declaration of the believer's salvation in Christ, identifying with Christ in His death, burial, and resurrection symbolized by immersion in water. The Lord's Supper is the united commemoration by believers of Christ's death until He comes and should be preceded by a careful self-examination (Acts 2:41; Romans 6:3-6; 1 Corinthians 11:20-29).

MISSIONS

We believe it is the aim, duty, and privilege of every believer and local church fellowship to glorify God by responding as active participants in the Great Commission call of Jesus Christ to go and make disciples of all nations. We believe the primary focus and priority of this call is centered on efforts that establish, strengthen, and reproduce biblically-based churches, which will then plant churches that plant churches for future generations and God's glory.

THINGS TO COME

We believe in and expectantly await the glorious, visible, personal return of the Lord Jesus Christ. The blessed hope of His return has vital bearing on the personal life, service, and mission of the believer (1 Thessalonians 4:13-18). We believe in the bodily resurrection of both the saved and the lost. The lost will be raised to judgment and experience eternal wrath in hell. The saved will be raised to eternal joy in the new heaven and new earth in the manifested presence of God (Acts 1:3, 9; Hebrews 7:25-26).

CHRISTIAN LIVING

CONCERNING CONDUCT

The Bible teaches that all believers are saints, set apart unto God and are thus responsible to live in such a manner as not to bring reproach upon the Saviour and Lord (Romans 2:1-2; 1 Peter 1:14-19; 2 Timothy 2:19; Titus 2) lest the Word of God be blasphemed (1 Timothy 6:1; Titus 2:5). As Christians, we should obey the Word of our Lord, seek the things which are above, walk as He walked, and accept as our responsibility the duty and privilege of bearing the Gospel to a lost world (1 John 2:3; Colossians 3:1; Matthew 28:19-20). A victorious and fruitful Christian life is possible only for those who have presented themselves wholly to Christ and walk by the power of the Holy Spirit. The Spirit-filled life is the normal Christian life to be expected of all believers. (Romans 12:1,2; Galatians 5:16; Ephesians 5:18; Romans 6, 7).

CONCERNING SEPARATION

Because of God's holy nature and a believer's high calling, Scripture teaches and commands personal and ecclesiastical separation from religious apostasy (2 John 7-11; Romans 16:17; Titus 3:10), from all sinful actions that reflect willful or continued disobedience to the Word of God (2 Thessalonians 2:15; 3:6,14-15; 1 Corinthians 5). This does not include separation from unbelievers who need the Gospel of Jesus Christ, nor does it include brothers and sisters in Christ who are walking in doctrinal or behavioral error but not under church discipline.

CONCERNING MARRIAGE AND SEXUALITY

Scripture clearly teaches that God is the sole authority in matters of marriage and sexuality for all people, and that marriage involves the sacred joining together of one man and one woman in faithful, permanent union (Genesis 2:18-24; Matthew 19:1-9; Mark 10:1-10; 1 Corinthians 6:9-20; Hebrews 13:4). God states in the Bible that he hates divorce (Malachi 2:16) and Scripture states that He intends the marriage union to last until one of the spouses dies (Genesis 2:24; 1 Corinthians 7:10-13). Sex is a gift from God to be enjoyed solely within this God-ordained marriage relationship, and God has clearly and expressly commanded abstinence from any form of sexual or intimate activity outside of this context, prohibiting as “sexual immorality” activities related to, for example: lustful thought, adultery, fornication, pornography, homosexuality, bisexuality, or polygamy (Leviticus 18; Matthew 5:27; Matthew 15:9; Romans 1:18-32; Romans 13:13; 1 Corinthians 5; 1 Corinthians 6:9-20; Galatians 5; Colossians 3:5; 1 Thessalonians 4:3-7; Hebrews 13:4; Jude 1:7).

Disobedience in these matters is sin, although it is no more or less offensive to God than any other sin (Romans 6:23a; 1 Corinthians 6:9-10; Galatians 5:19-21; Ephesians 5:3-5; Colossians 3:5-19), and Scripture is clear that God provides redemption, healing, freedom from the power of sin, and restoration to all who would turn from sin and embrace Jesus Christ by faith (Acts 16:31; Romans 1:16; Romans 6:23b; 1 Corinthians 6:11, Ephesians 2:1-10, Titus 3:3-7). Harvest Bible Church will love, disciple, exhort and patiently assist men and women repenting of sin and fighting sexual temptations of all kinds (1 Corinthians 10:13, Hebrews 2:17-18; Hebrews 4:14-16), and its firm conviction on Scripture’s clear teaching on marriage and sexuality will not serve as grounds for bigotry, harassment, or fearful or hateful speech or action, which are forbidden by God and ineffective at producing change (Leviticus 19:17-18; 1 Corinthians 1:18-31; 1 Corinthians 2:1-5; Galatians 3:1-3; Ephesians 4:31-32; Colossians 4:5-6; 2 Timothy 2:24-26; James 1:19-21, 26; 1 Peter 2:1).

FINAL AUTHORITY

This Doctrinal Statement does not present the extent of our beliefs exhaustively. The Bible itself, as the Church’s final and sufficient authority for all of life, is the sole and final source of all that the Church believes, and will be interpreted and applied to matters not expressly covered herein by the Church’s Elders Council.

2.2. In all By-laws and Resolutions, unless the context otherwise requires, the following interpretations shall apply:

(1) words importing the singular number include the plural and vice versa;

(2) words importing the masculine gender include the feminine and neuter genders unless otherwise specifically provided; and

(3) words importing or referring to Person or Persons shall include individual persons only and shall specifically exclude corporations, partnerships, trusts and unincorporated organizations.

2.3. Headings used in this By-law are for convenience of reference only and shall not affect the construction or interpretation thereof.

MINISTRY PARTNERSHIP

3. QUALIFICATIONS FOR MINISTRY PARTNERSHIP

3.1. Any Person shall qualify to be a Ministry Partner if he:

(1) Professes personal faith in Jesus Christ as Saviour and Lord;

(2) Has been baptized as a believer;

(3) Would not be under discipline as set out in section 9.1, if he were a Ministry Partner; and

(4) Has completed the procedure for admission into Ministry Partnership set out in section 4.1 to 4.3;

(5) Is in full agreement with the Statement of Faith in section 2.2.

4. ADMISSION TO MINISTRY PARTNERSHIP

4.1. Any person may initiate an application for Ministry Partnership by submitting a signed written covenant for Ministry Partnership, which includes a declaration of his profession of faith in Jesus Christ as Saviour and Lord, and a commitment to adhere and be subject to the authority of the Church as expressed in the Church Constitution.

4.2. The applicant shall be interviewed by two Ministry Partners, appointed by the Elders Council, to verify that the applicant fulfills all the qualifications for Ministry Partnership and understands the Church policies and the responsibilities of Ministry Partnership and exhibits a lifestyle and attitude consistent with the teachings of the Bible.

- 4.3. Once the Combined Elders Council is satisfied that the applicant fulfils all the qualifications for Ministry Partnership as set out in section 3.1 herein, the Elders Council may, in their absolute discretion, install such a person as a Ministry Partner and adding them to a Ministry Partner record kept by the Church Clerk set out in section 7.1.

5. PRIVILEGES, RIGHTS AND DUTIES OF MINISTRY PARTNERSHIP

- 5.1. Ministry Partnership carries the following duties, privileges and rights:

- (1) to minister to one another's spiritual needs as part of the Body of Christ; to participate in Church activities and ministries as the Lord directs and personal circumstances permit, in accordance with Church policies and philosophy of ministry;

- (2) to financially support the work of the Church as the Lord directs and personal circumstances permit;

- (3) to respect and submit to the spiritual authority of the Elders Council and procedures of the Church as expressed in the Constitution;

- (4) to attend all public meetings of the Church subject to section 12 herein;

- (5) to participate in the ordinances administered by the Church;

- (6) to attend, speak and participate at all Ministry Partnership Meetings; and

- (7) to maintain unity by not criticizing or listening to criticism concerning any Ministry Partner(s) of this body and will, when personally offended, speak directly and lovingly with those involved.

6. WITHDRAWAL AND REMOVAL

- 6.1. A Ministry Partner, who is not under discipline, may withdraw as a Ministry Partner. Every Person withdrawing as a Ministry Partner must do so by notification to the Combined Elders Council together with an explanation of the reasons for the request for withdrawal.

- 6.2. Upon receipt of such request for withdrawal as a Ministry Partner, and upon the Combined Elders Council confirming that such Person is not under Discipline of the Church, such Person shall be removed from Ministry

Partnership and shall be deemed to have also resigned from his position, if applicable, as an Officer, deacon, Elder or ministry team leader. If a Ministry Partner is under the Discipline of the Church, then notwithstanding his request for withdrawal, he shall continue as a Ministry Partner and be subject to the authority of the Church as set out in the Constitution until such time that the discipline process is complete, after which time he is free to withdraw as a Ministry Partner.

- 6.3. If a Ministry Partner is habitually absent from the Church for a period of 6 consecutive months without a reasonable explanation, the Elders Council, at its sole discretion, may remove him from Ministry Partnership.

7. MINISTRY PARTNERSHIP RECORD

- 7.1. A record of Ministry Partners shall be kept by the Church Clerk.

8. RESOLUTION OF DISPUTES AMONG MINISTRY PARTNERS

- 8.1. Personal disputes amongst Ministry Partners should, as much as possible, be resolved in accordance with principles set out in Matthew 18:15-20, Luke 17:3, Galatians 6:1, and 1 Corinthians 5:1-5, or if the dispute is not resolved, then the Ministry Partner who is alleged to have been wronged shall refer the matter to a Pastor or Elder, and the Pastor or Elder shall then confront the Ministry Partner who is alleged to have caused the wrong in an attempt to resolve the dispute, failing which the matter shall be referred to the Elders Council, pursuant to the procedure for Discipline set out in section 11 herein.

9. CIRCUMSTANCES GIVING CAUSE FOR DISCIPLINE

- 9.1. An Individual shall be deemed to be under the Discipline of the Church if the Elders Council determines by Resolution that any of the following circumstances have occurred:

(1) he has evidenced unethical or immoral conduct or behaviour that is unbecoming of a Christian, contrary to biblical principles and commands;

(2) his conduct evidences an unwillingness to either comply with, adhere to, or submit to the authority and procedures set out in the Constitution;

(3) he has propagated doctrines and practices contrary to those set forth in the Statement of Faith, or the general teachings of the Church;

(4) he has wronged another Individual causing discord or dissension in the Church, with or without malicious intent, that is not repented of, and has not been resolved through the mechanism for dispute resolution set out in section 8.1 above.

10. RESTORATION THROUGH DISCIPLINE

10.1. Christ's exhortation to watch over one another, and to bear one another's burdens in the spirit of meekness and love, shall be foremost in the minds of the Elders Council in fulfilling their responsibility for the Discipline of Ministry Partners. The primary aim of Discipline shall be the restoration of the offender to fellowship with God and with the Church. The Church has not only the right, but the duty, to practise such Discipline in a Christian manner. In administering Discipline, care shall be taken that the Ministry Partners carry a worthy witness of their faith before the world, both for the sake of the spiritual formation of each Ministry Partner, and for the testimony of the Church.

11. PROCEDURE FOR DISCIPLINE

11.1. No unresolved allegation giving rise to disciplinary action against a Ministry Partner, pursuant to section 9.1 above, shall be considered by the Church unless such allegation is first set out in a written or verbal statement detailing the nature of the allegation, an explanation of the basis upon which it is made, a description of any past steps taken to seek to resolve the allegation, and is given to at least two elders, two small group leaders, or two staff persons, authorized to engage in Church Discipline by Resolution of the Elders Council.

11.2. If the authorized persons determine, on a preliminary basis, that the written allegation is invalid, then the allegation shall be dropped, and no further disciplinary action against the Ministry Partner shall proceed. The person making the allegation shall be notified of the decision.

11.3. If the authorized persons determine, on a preliminary basis, that the written allegation requires further investigation, then a hearing shall be convened by the authorized persons and the Ministry Partner against whom the allegation is made shall be deemed to be under the Discipline of the Church, and shall not be entitled to withdraw as a Ministry Partner without the consent of the Elders Council. The Elders Council, in its discretion, may

suspend the said Ministry Partner from any office, or other official position within the Church, until the completion of the disciplinary process.

- 11.4. The authorized persons shall convene a hearing to consider the allegation. The Individual shall be given a minimum of fourteen (14) days written notice of the date, time, and place at which the hearing will be held, by phone, email or regular mail at his last known address, unless all parties agree to an earlier date. The notice shall briefly explain the nature of the allegation and advise the Individual that the allegation will be considered at the hearing. The Individual shall be entitled to attend the hearing to listen to the details of the allegation made and to respond thereto. If the Ministry Partner against whom the allegation is made states at any time during the fourteen (14) day notification period that he refuses to attend the scheduled hearing, or refuses to give twenty-four (24) hours notice that they will be attending, the authorized persons may proceed immediately to implement discipline.
- 11.5. The hearing shall not be open to the public, nor to the Ministry Partnership. The Ministry Partner shall be entitled to be accompanied at the hearing by two Ministry Partners, who may act as observers during the hearing, but who shall not be entitled to participate. No recording devices shall be allowed by any party present.
- 11.6. The Ministry Partner, and the authorized persons, may call any witnesses or evidence that is relevant to the allegation being made. No party to the hearing shall be represented by legal counsel.
- 11.7. There shall be an equal allocation of time for the presentation of evidence by both the authorized persons, and the Ministry Partner. The authorized persons may designate a time limitation on the hearing, provided that such limitation is applied equally to the presentation of evidence by both the authorized persons, and the Ministry Partner, and provided that notice of such limitation of time is first given to the Ministry Partner at least three hours before the hearing is required to end.
- 11.8. All evidence presented before the hearing shall be kept confidential, except such summary facts that the Elders Council determines needs to be given to the Ministry Partnership at a subsequent Ministry Partnership meeting.
- 11.9. In the event that an Individual who has been disciplined attends any other church and that other church does not seek a letter of reference from the

Church, the Pastor or any Elder shall be authorized to verbally advise the other church that the Individual in question has been disciplined by the Church.

- 11.10. If the Individual is under the age of 18 when an allegation is made, then the discipline procedure described in this section shall be modified to require that any notification provided for herein shall also be given to the parents or legal guardians of the Individual and such person shall be entitled to attend.

12. MINISTRY PARTNERSHIP MEETINGS AND PRESENTATIONS

- 12.1. The Elders Council shall make financial statements available to the Ministry Partnership through a Ministry Partnership Meeting no later than March 31st of each year, which shall include:

(1) financial statements for the immediately preceding year, including the Auditor's report thereon;

(2) the approved budget for the immediate fiscal year; and

(3) the transaction of any other necessary business.

- 12.2. Additional Ministry Partnership Meetings shall be held at such time and place as determined by the Elders Council.

- 12.3. At the request of a majority of the Elders Council, other special meetings of the Ministry Partnership shall be called and convened by the Chief Officer within thirty (30) days of the request.

- 12.4. Notice of all Ministry Partnership Meetings shall be given to Ministry Partners by notice verbally during a worship service or in the Church bulletin or email at least two Sundays prior to the date of the Ministry Partnership Meeting.

- 12.5. A quorum for all Ministry Partnership Meetings shall be constituted by the presence of those Ministry Partners who attend and are accounted for immediately prior to the time of the meeting in question.

- 12.6. The Chief Officer (or his designate appointed by the Elders Council by Resolution) shall act as chair of all Ministry Partnership Meetings.

ELDERS COUNCIL

13. DEFINITION OF ELDERS COUNCIL

13.1. The administrative affairs, temporal affairs, and spiritual oversight of the Church shall be the responsibility of the Elders Council of no fewer than 3 Ministry Partners as determined by the Elders Council and announced to the Ministry Partnership. For purposes of the Act, the Elders Council shall be deemed to be the Directors and in this regard an Elder shall be deemed to be a Director of the Corporation.

14. QUALIFICATION FOR ELDERS COUNCIL OF ELDERS & POLICIES FOR CONFLICT OF INTEREST

14.1. Qualifications: A Ministry Partner may be considered for appointment to the Elders Council if such person:

(1) is a male over the age of twenty-one (21);

(2) has an active involvement within the Church;

(3) fulfils the spiritual qualifications of an Elder listed in 1 Timothy 3:1-7;

(4) is in full agreement with the Church By-laws;

(5) recognizes that membership on the Elders Council is a position primarily to provide servant-leadership through teaching and preaching the Word, giving comprehensive oversight to the church, and guarding it against error. It is a commitment to humble service, not a position of prestige or status, nor a reward for past service;

(6) recognizes that membership on the Elders Council is not only an oversight role but shall involve active participation in, and leadership of, ministries of the Church as they are needed;

(7) declares any real or perceived Conflict of Interest as per section 17.6;

(8) and is not an undischarged bankrupt.

15. APPOINTMENT TO THE ELDERS COUNCIL

15.1. Members of the Elders Council shall be nominated by the Elders Council and shall have their names published in a church bulletin or email, or

announced at a worship service as Elder nominees for a period of at least three (3) weeks prior to the commencement of their appointment or upon renewal of an existing 3-year term. If, during this three (3) week period, greater than one-fifth of the Ministry Partnership expresses in writing to the Elders Council that they desire a nominee not to serve as an Elder, that person's name shall be reviewed again by the Elders Council and a Consensus decision made on the suitability the nominee, and communicated to the Ministry Partnership. If such notice from one-fifth of the Ministry Partnership is not received, then the Elder nominee shall commence his duties as a member of the Elders Council at the next duly scheduled Elders Council meeting.

16. TERM OF OFFICE AND ROTATION OF ELDERS COUNCIL

16.1. An elder shall hold office for a term of three (3) years.

17. AUTHORITY OF ELDERS COUNCIL

17.1. The Elders Council shall be responsible for the overall spiritual, doctrinal, organizational, and financial affairs of the Church and shall make or cause to be made for the Church in its name any kind of contract which the Church may lawfully enter into, save as hereinafter provided, and generally may exercise such other powers and do such other acts and things as the Church is by its Letters Patent, the Act, or otherwise authorized to do.

17.2. Without limiting the generality of the foregoing, the Elders Council shall be authorized to carry out the following duties and responsibilities:

(1) overall responsibility for the spiritual and doctrinal direction of the Church, as well as ensuring that the day to day administration and operations of the Church are cared for and to oversee the expenditure of Church funds in general accordance with the approved annual budget;

(2) formulate and institute Policy Statements as defined in section 34 for the Ministry Partnership and to implement those Policy Statements;

(3) to respect the authority of the Pastor and staff pastors who also fulfill the office of elder as defined in the Bible, to provide spiritual leadership for the Church and to assist in implementing such ministries and programmes as are determined appropriate in mutual support of such spiritual leadership;

(4) to oversee the Discipline of Ministry Partners, in conjunction with the Pastor and staff pastors pursuant to the procedures set out in the General Operating By-law;

(5) to ensure that all employed personnel of the Church, including Staff, are accountable to the Pastor or his designate and are followers of the Christian faith, confessing Jesus Christ as their personal Saviour and Lord and are in full agreement with and subject to the authority of the Church pursuant to the Church Constitution;

(6) to take such steps as are necessary to enable the Church to acquire, accept or receive legacies, gifts, grants, settlements, bequests, endowments, and donations of any kind whatsoever for the purpose of furthering the objects of the Church;

(7) to appoint such agents and hire such staff and employees as it deems necessary from time to time, and such Persons shall have such authority and shall perform such duties as shall be prescribed by the Elders Council at the time of such appointment; and

(8) to establish other offices and/or agencies elsewhere in Canada or internationally on behalf of the Church.

(9) to develop, amend, and oversee the budgets and funds of the Church on behalf of the Church.

- 17.3. The remuneration for all employees and agents of the Church shall be fixed by the Elders Council by Resolution. Such Resolution shall have force and effect provided that such remuneration does not exceed the current approved budget of the Church.
- 17.4. The Elders Council shall through the Chief Officer report to the Ministry Partnership at the annual Ministry Partnership Meeting and the Chief Officer shall be available to answer any questions by Ministry Partners.
- 17.5. The Elders shall serve without remuneration and no Elder shall directly or indirectly receive any profit from his position as such, nor shall any Elder receive any direct or indirect remuneration from the Church, provided that the Elder may be paid for reasonable expenses incurred by him in the performance of his duties.

17.6. No Elder shall place himself in a position where there is a conflict of interest between his duties as an Elder and his other interest. Every Elder who is in any way directly or indirectly interested in or may become interested in a material way in an existing or proposed contract, transaction, or arrangement with the Church or who otherwise has a conflict of interest by virtue of involvement with a Ministry Partner of his family (with "family" defined as spouse, father, mother, child, or spouse of such family members) or by the involvement of his partner, business associate, or corporation that the Elder is involved with as either a director, shareholder, officer, employer, or agent, then such Elder shall declare his conflict of interest fully at a meeting of the Elders Council and shall withdraw from any discussion or vote thereon and if such proposed contract, transaction, or arrangement is approved by the Elders Council.

18. RESIGNATION FROM ELDERS COUNCIL

18.1. If the personal circumstances of any Elder make it difficult for that Elder to devote the necessary time or energy to the work of the Elders Council, then that Elder shall be free to resign from the Elders Council without embarrassment or stigma regardless of the remainder of the term of that Elder.

18.2. If for any reason an Elder chooses to resign, then that Elder shall give thirty (30) days written notice, if possible, to the Pastor who in turn shall call it to the attention of the Elders Council. Such a letter of resignation shall set out the reasons for the departure of the Elder.

19. VACANCY ON ELDERS COUNCIL

19.1. The position of an Elder shall be automatically vacated if any of the following situations occur:

(1) he resigns as an Elder by delivery of the written resignation to the Pastor or Chief Officer;

(2) he no longer fulfils all the qualifications of an Elder set out in section 14.1;

(3) he is found to be mentally incompetent or of unsound mind;

(4) he ceases to be a Ministry Partner;

(5) he, in the opinion of a Resolution of the Elders Council has evidenced unethical or immoral conduct or behaviour that is unbecoming of a Christian contrary to biblical principles, or is no longer willing to either comply with, adhere to or submit to the scriptural authority and procedures set out in the Church Constitution;

(6) he is determined by a Resolution of the Elders Council to be unsuitable as a Harvest Bible Church Elder for any reason; or

(7) he dies.

20. ELDERS COUNCIL MEETINGS

- 20.1. Regular meetings of the Elders Council shall be held at such times and places as shall be determined by the Chief Officer but not less than six (6) times a year. The dates for regular meetings shall be published and distributed to all Elders, as soon as possible.
- 20.2. Special meetings of the Elders Council may be called by the Pastor or by request of any elder to the Chief Officer who shall then give notice of a special meeting of the Elders Council as soon as possible thereafter.
- 20.3. All meetings of the Elders Council shall be held on fourteen (14) days notice either addressed and mailed, delivered to, or emailed to each Elder prior to such meeting or at the call of the Chief Officer or Pastor upon a 24 hour telephone notice, or an unanimously agreed upon time in the event of an emergency.
- 20.4. An Elder may waive notice of a meeting of the Elders Council and attendance at such meeting shall constitute a waiver of notice, except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
- 20.5. The accidental omission to give notice of any meeting of the Elders Council to, or the non-receipt of any notice by, any Elder shall not invalidate any Resolution passed or any proceeding taken at such meeting, provided that no Elder objects to such omission or irregularity.

- 20.6. The Chief Officer shall be appointed by the Elders Council from amongst the Elders at the first Elders Council following each spring Ministry Partnership meeting. The Chief Officer shall serve in that capacity for a term of one (1) year and shall be an Officer. The duties of Chief Officer shall be those set out in section 28.1 herein.
- 20.7. The Vice-Chief Officer shall be appointed by the Elders Council from amongst the Elders at the first Elders Council following each spring Ministry Partnership meeting. The Vice-Chief Officer shall serve for a term of one year in that capacity and shall be an Officer. The duties of the Vice-Chief Officer shall be those set out in section 28.2 herein.
- 20.8. A quorum for a meeting of the Elders Council shall be a majority of the Elders.
- 20.9. All decisions shall be made by consensus Resolution.
- 20.10. The Elders Council shall keep written minutes of each meeting. The Elders Council shall appoint an Elder to prepare and maintain such minutes. Due to the potentially confidential nature of matters discussed at the Elders Council, the minutes shall not be made public or available for review by Ministry Partners.
- 20.11. If all Elders consent thereto generally or in respect of a particular meeting, an Elder may participate in a meeting of the Elders Council by means of a conference telephone or other communication facility as permits all Persons participating in the meeting to hear each other, and the Elder participating in such meeting by such means is deemed to be present at the meeting.

PASTOR, STAFF PASTORS, AND STAFF

21. DEFINITION AND DUTIES OF THE PASTOR

- 21.1. The Pastor shall be a spiritual overseer of the Church and his general duties and rights shall be as follows:

- (1) to provide spiritual leadership to the Church and to work in conjunction with the Elders in implementing such spiritual leadership;

(2) to work in conjunction with the Elders and the Elders Council in formulating and recommending Policy Statements to the Church as may be necessary from time to time;

(3) to hire and to exercise general supervisory authority over all Staff of the Church, provided that the hiring or removal of Staff shall require the approval of the Elders Council in accordance with this By-law as the case may be;

(4) to continue to fulfill the qualifications for an Elder as set out in section 14.1 and to ensure that his lifestyle does not evidence unethical or immoral conduct or behaviour that is unbecoming of a Christian contrary to biblical principles;

(5) to be in full agreement with, uphold, and be subject to the Constitution;

(6) the right to be an ex-officio Ministry Partner of all ministry teams and the Elders Council of the Church; and

(7) the right to receive notification and minutes of all meetings of the Elders Council, to be present and fully participate at all such meetings, and shall not be present nor entitled to minutes when the Elders Council is discussing his position or salary or benefits, unless otherwise agreed upon by Resolution of the Elders Council.

22. DEFINITION AND DUTIES OF OTHER MINISTRY STAFF

22.1. If the Pastor and Combined Elders Council by Resolution determine it is necessary, Staff may be extended an offer by the Church for the purpose of undertaking such ministries as the Pastor and the Combined Elders Council determine are necessary for the Church.

23. THE CALLING OF A PASTOR

23.1. When a vacancy in the position of Pastor occurs, the Elders Council shall compose a Pastoral Search Team and may appoint, at their discretion, others to this team as well. When the Combined Elders Council determines that additional Staff is needed, the Combined Elders Council, together with the Pastor shall form the Search Team.

- 23.2. No Staff member or Ministry Partner of the Church shall, by virtue of their Ministry Partnership or service in the Church, be given preferential treatment for consideration for the role of Pastor.
- 23.3. The Pastoral Search Team for a Pastor shall consist of the Elders Council members or a sub-committee of the Elders Council.
- 23.4. The Pastoral Search Team shall be responsible to recommend to the Combined Elders Council the calling of a Pastor.

24. RESIGNATION OF STAFF

- 24.1. If any Staff or Pastor wishes to resign, he shall first notify the Combined Elders Council in writing together with an explanation and shall provide no less than thirty (30) days notice prior to the effective date of his resignation, unless otherwise agreed to by the Elders Council. Such resignation will be deemed to include a resignation by the Pastor or Staff as an Elder, ex-officio Ministry Partner on all ministry teams, and as a Ministry Partner. Should the person wish to remain as a Ministry Partner he will be required to reapply for reinstatement as a Ministry Partner to the Elders Council.

25. REMOVAL OF PASTORAL STAFF

- 25.1. Any staff member may be removed from his position with the Church for any reason upon Resolution of the Elders Council.
- 25.2. Nothing contained in the said procedure shall preclude any staff member from receiving whatever notice or equivalent monetary settlement is legally appropriate in the circumstances, if any. In the event of a disagreement between the Church and the staff member concerning the amount of notice or monetary settlement, if any, that is appropriate, then before any legal action is commenced the matter shall first be referred to Person or Persons mutually acceptable to the Church and the staff member to resolve such dispute in a spirit of conciliation worthy of maintaining a Christian witness to the Church and the community.
- 25.3. The removal of any staff member from the Church shall be deemed to constitute his removal as an Elder and as a Ministry Partner, unless otherwise directed by the Elders Council.

26. TERMS OF EMPLOYMENT OF STAFF MEMBERS

26.1. All Staff members of the Church (which shall be deemed to include the Pastor, staff pastors, and all other employees of the Church) shall be required to fulfill and maintain the following qualifications:

(1) all staff members must be personally committed to Jesus Christ as Saviour and Lord and give evidence thereof; and in recognition of the integral part that each staff member is to the overall ministry of the Church, each prospective staff member shall review and sign an engagement agreement with the Church that provides that the prospective staff member recognizes and agrees that employment or contract work with the Church requires that the lifestyle of such staff member must not evidence unethical or immoral conduct or behaviour that in the opinion of the Elders Council is contrary to biblical principles, and as such, the prospective staff member be subject to the authority of the Church as expressed in the Constitution, including provisions dealing with Discipline.

OFFICERS

27. NAMES OF OFFICERS

27.1. The Officers shall be:

- (1) The Chief Officer,
- (2) Vice-Chief Officer, and
- (3) any other Elder.

28. DUTIES OF OFFICERS

28.1. The duties of the Chief Officer shall be as follows:

- (1) to call and preside at all meetings of the Elders Council and the Ministry Partnership;
- (2) to ensure the fairness, objectivity, and completeness occurring at such meetings;
- (3) to prayerfully seek the guidance of Jesus Christ in all matters of the Church;

(4) to ensure that all directives and Resolutions of the Elders Council are carried into effect;

(5) to carry out such other duties as are directed from time to time by the Elders Council;

(6) to lead the Elders, Ministry Team Leaders, and the Church in the fulfillment of its responsibility to the paid staff of the Church;

(7) to provide direction to the church Treasurer by ensuring church finances are properly disbursed and accounted for; and

(8) to ensure that the Ministry Partnership meeting minutes are recorded and disbursed and that the corporate seal of the corporation is safely kept.

28.2. The responsibilities of the Vice Chief Officer shall be to fulfill the responsibilities of the Chief Officer in the event that the Chief Officer is not able to function in his position and the Vice Chief Officer shall exercise all of the authority and comply with all of the obligations of the Chief Officer.

28.3. Unless otherwise specified in this By-law, a Person may be considered for appointment as an Elder/Officer of the Church so long as such Person is not an employee of the corporation or an Auditor.

CHURCH CLERK & CHURCH TREASURER

29. DUTIES OF THE CHURCH CLERK AND CHURCH TREASURER

29.1. The duties of the Church Clerk shall be as follows:

(1) to faithfully note and record all of the business of Ministry Partnership Meetings;

(2) to conduct correspondence on behalf of the Church arising out of such meetings;

(3) to publish the time and place for all Ministry Partnership Meetings with due notice in accordance with procedures set out in the Constitution;

(4) to be the custodian of the seal of the Church which he shall deliver only when authorized by Resolution of the Elders Council to do so and to such Person or Persons as may be named in the said Resolution;

(5) to be the custodian of all papers and documents of the Church and keep all such records on the church premises or in a secure location agreed upon by the Elders Council;

(6) to carry out such other duties as directed from time to time by the Elders Council; and

(7) in his absence, the duties of the Clerk shall be performed by such other Ministry Partner who is temporarily acceptable to the Elders Council upon a Resolution of the Elders Council.

29.2. The duties of the Church Treasurer shall be as follows:

(1) to be responsible for the disbursing of monies on behalf of the Church;

(2) to ensure that an accurate cheque register is kept;

(3) to issue and sign cheques on behalf of the Church in keeping with 36.2;

(4) to ensure that payroll records are maintained and to provide for the remitting and reporting of taxes and contributions required by law;

(5) to ensure accounts payable records are maintained;

(6) to ensure that all accounts and authorized expenses are paid by cheque whenever practical and possible;

(7) to invest funds belonging to the Church as directed by the Elders Council;

(8) to be responsible for the collection of monies received by the Church;

(9) to ensure that monies received by the Church are deposited into the proper bank accounts;

(10) to ensure that an account of all monies received by the Church and full and accurate account of all assets, liabilities, receipts, and disbursements of the Church is kept according to accredited bookkeeping practices and the direction of the Elders Council, including the following:

- (1) recording the Church income and receipts;
- (2) recording the Church fund disbursements;
- (3) preparation of monthly bank reconciliations; and
- (4) preparation of quarterly financial statements.

(11) to ensure that an accurate record of all contributions made through envelopes or electronic means to the ministry fund, building fund, and other funds of the Church as exist from time to time is kept;

(12) to ensure that no Officer receives any remuneration from the Church unless such monies are for purposes of reimbursing such Person for legitimate expenses incurred on behalf of the Church;

(13) to file such financial reports as governments may require from time to time;

(14) to carry out such other duties as directed from time to time by the Elders Council; and

(15) in his temporary absence, the duties of the Treasurer shall be performed by such other Person who is acceptable to the Elders Council upon a Resolution of the Elders Council.

30. QUALIFICATIONS FOR CLERK AND TREASURER

30.1. A Person may be considered for election as Clerk or Treasurer if he is able to fulfil the duties prescribed in section 29 of this By-law.

30.2. Has reached his 21st birthday;

31. APPOINTMENT AND TERM OF THE CLERK AND TREASURER

31.1. The Church Clerk and Treasurer, shall be appointed by the Elders Council in May or June of the year.

31.2. The Church Clerk and Treasurer shall serve three-year, renewable terms.

- 31.3. Sections 18 and 19 of this By-law apply with the necessary modifications to the positions of Church Clerk & Treasurer, their resignation, and the creation of vacancies. If any vacancies should occur, the Elders Council by Resolution, may by appointment, fill the vacancy.

PROTECTION AND INDEMNITY

32. PROTECTION AND INDEMNITY TO ELDERS/OFFICERS, TEAM LEADERS, PASTORS, CHURCH CLERK, AND TREASURER

- 32.1. Except as otherwise provided in the Act, no Elder, Pastor, other ministry staff, Officer, Clerk, or Treasurer shall be liable for the acts, receipts, neglects or defaults of any other Elder, Pastor, other ministry staff, Officer, Clerk, or Treasurer or for any loss, damage, or expense happening to the Church through the insufficiency or deficiency of title to any property acquired by the Church or for or on behalf of the Church or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Church shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any Person including any Person with whom or which any monies, securities, or effects shall be lodged or deposited or for any loss, conversion, misapplication, or misappropriation of or any damage resulting from any dealings with any moneys, securities, or other assets belonging to the Church or for any other loss, damage, or misfortune whatever which may happen in the execution of the duties of the Elder, Pastor, other ministry staff, Officer, Clerk, or Treasurer's respective office or trust or in relation thereto unless the same shall happen by or through such Person's wilful neglect or default. The Elder, Pastor, staff pastor, other ministry staff, or Officer shall not be under any duty or responsibility in respect of any contract, act, or transaction whether or not made, done, or entered into in the name or on behalf of the Church, except such as shall have been submitted to and authorized or approved by the Elders Council.
- 32.2. Every Elder, Pastor, staff pastor, other ministry staff, or Person (with "Person" in this section to include corporations, partnership, joint ventures, sole proprietorships, unincorporated associations, and other forms of business organizations) who has undertaken or is about to undertake any liability on behalf of the Church, its heirs and assigns, will respectively be indemnified and saved harmless out of the funds of the Church from and against:

(1) all costs, charges and expenses which such Team Leader, Elder, Pastor, staff pastor, other ministry staff, Officer, Ministry Partner, or Person sustains or incurs in or about any action, suit, or proceeding which is brought, commenced, or prosecuted against him or her in respect of any act, deed, matter, or thing whatsoever, made, done, or permitted by him or her, in or about the execution of his office or in respect of any such liability, except such costs, charges, or expenses as are occasioned by their own wilful neglect or default;

(2) all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges, or expenses as are occasioned by his own negligence, neglect or default.

The Church shall also indemnify any such persons as described above in such other circumstances as the Act or law permits or requires. Nothing in this By-law shall limit the right of any Person entitled to indemnity to choose indemnity apart from the provision of this By-law to the extent permitted by the Act or law.

AFFILIATION

33. CHURCH AFFILIATION

33.1. The Church shall be affiliated with such associations and organizations as the Elders Council may determine from time to time by a Resolution of the Elders Council present in person at a meeting called for that purpose.

POLICY STATEMENTS

34. POLICY STATEMENTS FOR THE CHURCH

34.1. In consideration of the ongoing need for the Church to provide guidelines and directions to its Ministry Partners on practical applications of biblical teachings, doctrinal considerations, and Christian conduct, the Church may adopt Policy Statements on such matters as are deemed necessary from time to time by the Elders Council and such statements upon adoption as set out below shall be deemed to be a part of the Constitution.

34.2. A Policy Statement may be proposed or amended by either the Pastor, staff pastor, or the Elders Council, but shall not become operative until first approved by Resolution of the Elders Council at a meeting lawfully called for that purpose.

GENERAL PROVISIONS

35. CORPORATE SEAL

- 35.1. The seal, an impression thereof is stamped in the margin hereof or as changed by Resolution of the Elders Council from time to time, shall be the seal of the Church.

36. EXECUTION OF DOCUMENTS AND CHEQUES

- 36.1. Contracts, documents, or any instruments in writing requiring the signature of the Church shall be signed by any two Officers and all contracts, documents, and instruments in writing so signed shall be binding upon the Corporation without further authorization or formality. The Elders Council shall have the power from time to time by Resolution to appoint Officers on behalf of the Corporation to sign specific contracts, documents, and instruments in writing. The directors may give the Corporation's power of attorney to any registered dealer in securities for the purposes of the transferring of and dealing with any stocks, bonds, and other securities of the Corporation. The seal of the Corporation when required may be affixed to contracts, documents, and instruments in writing signed as aforesaid by any officer or officers appointed.
- 36.2. All cheques, drafts, or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such Officers or Persons, whether or not an Officer and in such manner as the Elders Council may from time to time designate by Resolution, providing that all cheques are signed by at least two persons authorized to do so.

37. FINANCIAL YEAR END

- 37.1. Unless otherwise ordered by the Elders Council, the fiscal year end of the Corporation shall be December 31 of each year.

38. HEAD OFFICE

- 38.1. The head office of the Corporation shall be in the City of Windsor, and Province of Ontario, unless otherwise determined by Resolution of the Elders Council.

39. BOOKS AND RECORDS

- 39.1. The Elders Council shall see that all necessary books and records of the Church required by the By-laws or by any applicable statute or law are regularly and properly kept.

40. FINANCIAL STATEMENTS AND BUDGET

40.1. The Church Treasurer shall prepare each year prior to the annual financial Ministry Partnership Meeting the following:

(1) financial statements for the preceding year prepared in accordance with the financial reporting standards of the Canadian Institute of Chartered Accountants for Charitable and Non-Profit Organizations as may be in place from time to time; and

(2) a budget for the upcoming year prepared in consultation with the Elders Council, and to include the budget and expenditures of at least the previous year.

40.2. The financial statements and the budget shall be forwarded to the Elders Council for approval at least two weeks prior to the annual meeting.

40.3. The financial statements and the budget shall be presented at the annual Ministry Partnership Meeting.

41. AUDITOR

41.1. The Elders Council shall appoint a duly qualified Auditor to audit the church financial statements as required by law and in accordance with best financial practices. That person shall,

(1) report to the Elders Council on the accuracy of the financial statements presented by the Treasurer when deemed necessary;

(2) audit the financial statements, accounts, ministry fund of the Church, and other special funds which may be in existence from time to time and to submit the results of such audits to the Elders Council;

(3) act as a liaison between the Church and any professional accountant retained by the Church and to ensure that the recommendations of such accountant are implemented; and

(4) to carry out such other duties as are directed from time to time by the Elders Council.

42. RULES, REGULATIONS, AND GUIDELINES

- 42.1. The Elders Council may prescribe such rules, regulations, and guidelines not inconsistent with this By-law or the Constitution relating to the management and operation of the Church as the Elders Council deem expedient.

43. AMENDMENTS

- 43.1. Notwithstanding the Act, the Letters Patent may be amended by Resolution of the Elders Council at a meeting called for that purpose.

The By-laws not embodied in the Letters Patent may be repealed or amended by another By-law and enacted by Resolution of the Elders Council at a meeting called for that purpose provided that the repeal or amendment of such By-laws shall not be enforced or acted upon until the approval of the Innovation Science and Economic Development Canada has been obtained.