

BYLAWS

Church of God of Prophecy - [STATE]

[COGOP Local Church], Inc.

[ADDRESS]

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In addition to outlining the structure of governance for [COGOP Local Church], Inc. the purpose of this document is also to bless other churches by demonstrating sound ecclesiastical governance that is consistent with both the Bible as well as the applicable laws regarding corporations today.

These Bylaws have been approved by the General Presbyter of the Church of God of Prophecy as well as Stephen D. Lentz, Esquire, of Lentz Law Group, PLC (Virginia Beach, VA).

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Bylaws of [COGOP Local Church], Inc.

Adopted this ___ day of _____, 2019

BYLAWS

[COGOP Local Church], Inc. a [STATE] non-profit corporation, by the solemn action of its leadership and the approval of its Board of Directors, as further defined in Article V, Paragraph 5.1.2 (hereinafter referred to as the “Board”), and its Presbytery, as further defined in Article IV, Paragraph 4.1.3 (hereinafter referred to as the “Presbytery”), hereby adopts these Bylaws and willingly submits to be governed by them so that it may effectively carry out the sacred mission of [COGOP Local Church], Inc. given by Jesus Christ as described herein.¹ These Bylaws shall constitute and evidence the agreement by the Board that its governance, business, and activities shall be conducted as permitted to the fullest extent by [INSERT STATE SPECIFIC LAW] (hereinafter “[State Code]”), as amended from time to time, and the Bylaws of the affiliated network of ministries, as amended from time to time, and described herein.

Article I. NAME

The name of this church shall be [COGOP Local Church], Inc., (hereinafter “[COGOP Local Church]”), located at [ADDRESS].

Article II. MISSION

Our mission is derived from a firm and steadfast conviction that a firm commitment to the Great Commandment² and the Great Commission³ will grow a great church. In willful compliance with §501(c)(3) of the *Internal Revenue Code of 1986*, as amended from time to time, [COGOP Local Church] shall have perpetual existence and shall operate exclusively for religious, charitable and educational purposes.

2.1 Church of God of Prophecy Vision

2.1.1 Overall Goal: Make vision, mission, and core values the heart or foundation for calling, identity, leadership and strategic action of this Movement. “Where there is no vision, the people perish: but he that keepeth the law, happy is he” (Proverbs 29:18). We will lay aside the peripheral so that we are able to attend to God’s clear focus, which He imparted to us as core values. Current core values as amended from time to time are attached in Appendix B. We will implement strategies and initiate pathways to ensure our Spirit-driven goals are attained by every layer of leadership, from General Overseer, to General Presbyter, to National/Regional/State Overseer, to Pastor, to Local Church Leadership and disseminated to each member, so that the entire Movement is able to perform with laser-like efficiency.

2.1.2 Our Vision: The Church of God of Prophecy (hereinafter “COGOP”) will be a Christ-exalting, holiness, Spirit-filled, all-nations, disciple-making, church planting Movement with a passion for Christian union.

2.1.3 Our Mission: Empowered by the Holy Spirit, through prayer, we will plant churches and equip leaders to carry out the biblical mandate to make genuine disciples of all the peoples of the world, to the glory of Christ our Lord, Head of the church.

2.2 [COGOP Local Church] MISSION STATEMENT

[Local Church Mission Statement]

Article III. TENETS OF FAITH

3.1 Consistency: [COGOP Local Church] shall maintain fellowship with the COGOP International Assembly, further described in Section IV, Paragraph 4.2 and **Exhibit 1** herein, and in keeping with the essential beliefs set forth in this Section III, Paragraph 3.3 hereof.

3.2 Unity: Since it is absolutely necessary for the participants to be united in thought and purpose so that [COGOP Local Church] will remain healthy and vibrant, [COGOP Local Church] shall embrace the following positions:

- In essential beliefs, [COGOP Local Church] shall endeavor to maintain unity.⁵
- In non-essential beliefs, [COGOP Local Church] shall endeavor to maintain liberty.⁶
- In all beliefs, [COGOP Local Church] shall endeavor to maintain charity.⁷

3.3 Biblical Principles, Beliefs, and Practices of the Church of God of Prophecy (“Basic Essential Beliefs”): [COGOP Local Church] shall safeguard the following “Basic Essential Beliefs of the COGOP” contained in the COGOP Ministry Policy Manual and in the International Assembly Minutes (“COGOP Minutes”) then in effect:

1. Repentance
2. Justification
3. Regeneration
4. Born Again
5. Sanctification
6. Holiness
7. Baptism with the Holy Spirit
8. Speaking in other Tongues
9. Fruit of the Spirit
10. Full Restoration of the Gifts to the Church
11. Signs Following Believers
12. Divine Healing
13. Water Baptism

14. The Lord's Supper
15. Washing the Saints' Feet
16. Tithing and Giving
17. Restitution Where Possible
18. The Pre-Millennial Second Coming of Jesus
19. The Resurrection
20. Eternal Life for the Righteous
21. Eternal Punishment for the Wicked
22. Abstinence from all Liquor or Strong Drinks
23. Concerning Tobacco, Opium, Morphine, Etc.
24. Policies regarding Food and Drinks
25. The Sabbath
26. Adornment
27. Membership in Lodges/Secret Societies
28. Wholesome Speech of the Believer
29. Marriage, Divorce, and Remarriage^s

3.4 99th International Assembly Minutes: A comprehensive listing of doctrine and beliefs is contained in the "Biblical Principles, Beliefs, and Practices of the Church of God of Prophecy", "99th International Assembly Minutes," as amended from time to time, contained in **Exhibit 3**, and incorporated by reference in its entirety herein.

ARTICLE IV. PEROGATIVES

4.1 Governance: [COGOP Local Church] shall have the right to govern itself according to the principles of the Bible and by these Bylaws. [COGOP Local Church] shall be a church led by a pastoral leadership team.

4.1.1 Pastoral Leadership Team: The pastoral leadership team shall be the Appointed Pastor, as further defined in Sections 5.1 and 5.2 following, and the Board of Directors of [COGOP Local Church], (collectively hereinafter the "Board"), under the [State Code], and as such, in conjunction with the Local Church Conference (as further defined in the Minutes and in Section 5.1.3 following), shall act as the governing authority for [COGOP Local Church] by providing spiritual guidance, setting its major policies, and exercising responsibility for its ministries and operations.⁹

4.1.2 Advisory Team: The Board may seek advice from the counsel of advisors, (hereinafter the "Advisory Team"), as appointed by the Board from time to time. The Advisory Team shall serve to lend counsel and local knowledge and input regarding the business affairs of [COGOP Local Church].¹⁰

4.1.3 Presbytery: The Board shall submit itself to the apostolic authority of the COGOP International Assembly, through its General Presbytery and National/Regional/State Overseer ("Overseer") as described in the COGOP Ministry Policy Manual and in the International Assembly Minutes ("COGOP Minutes") then in effect, and in this Section IV, Paragraph 4.2 following, (hereinafter referred as the "Presbytery").¹¹ The Presbytery shall protect [COGOP Local Church] through advice, prayer, oversight, and the accountability of its pastors.

4.1.4 Congregation: Other leaders, both volunteers and paid staff, shall protect the pastors from distractions from the ministry by alleviating the operations of [COGOP Local Church].¹² The congregation shall be empowered to share in the work of the ministry under the supervision of the Board and their designees.¹³

4.2 Affiliation: [COGOP Local Church] shall submit itself to the COGOP International Assembly, through its International Presbytery, General Presbyters and Overseers (hereinafter referred to as the “Church of God of Prophecy International Assembly” or “Presbytery”). [COGOP Local Church] willingly shares in the privileges and assumes the responsibilities enjoined by such affiliation. Accordingly, [COGOP Local Church] shall recognize, align with, submit to and support the officials, churches, and other ministries within this network. A detailed description of the COGOP International Assembly is listed in **Exhibits 1 and 3**. All matters of affiliation shall be decided as prescribed in these Bylaws at all times consistent with the COGOP Minutes then in effect.

ARTICLE V. CHURCH MANAGEMENT

5.1 Government: [COGOP Local Church] shall have the right to govern itself according to the principles of the Bible, these Bylaws and the COGOP Minutes then in effect.

5.1.1 The Appointed Pastor: [COGOP Local Church] recognizes the biblical authority, divine calling, and unique training of the pastor appointed by the Overseer (“Appointed Pastor”) and pastoral staff. As such, the Appointed Pastor, as further defined in Article V, Section 5.2 following, and the pastoral staff shall provide the vision, do the planning, and develop the budget of [COGOP Local Church].

5.1.2 The Board: The Board shall exercise all corporate powers. The Appointed Pastor shall assume all responsibilities regularly given to the President of the Corporation. The Appointed Pastor will identify and commission other levels of leadership to do the work of the ministry at [COGOP Local Church].

5.1.3 The Local Church Conference: The primary meeting of the [COGOP Local Church] shall be at the regular Local Church Conference, as further defined in the COGOP Minutes. The Local Church Conference shall at all times be governed by the COGOP Minutes, as amended from time to time, and shall be convened by the Appointed Pastor in accord with the COGOP Minutes.

5.1.4 The Annual Meeting of the Corporation: For purposes of compliance with applicable state corporation laws, at least one meeting of the Board will be called each year to discuss the budget and appointment of the officers and to inform the congregation of general business matters (“Annual Meeting”). The Annual Meeting shall be called by the Appointed Pastor with ten (10) days notice to the Board.

5.2 Appointed Pastor:

5.2.1 Qualifications: The Appointed Pastor shall be at all times be in good standing with the COGOP International Assembly and must be approved by the COGOP National/Regional/State Overseer as further defined in the COGOP Minutes (“Overseer”). Good Standing, shall include, but not be limited to:

- 1) Submitting all filings and reports in a timely manner; and
- 2) Faithfully tithing to the [COGOP Local Church] and to the State or Regional Office as further directed in the COGOP Minutes.

5.2.2 Duties: The Appointed Pastor is uniquely called to be the spiritual leader of [COGOP Local Church]. His duties include, but are not limited to:

- 1) Spiritual oversight of the congregation;
- 2) Oversight of the Pastoral and Administrative staff, including, but not limited to:
 - a. All employment decisions;
 - b. Delegation of responsibilities to all staff;
 - c. Day-to-day operations;
- 3) Chairman of the Board of Directors and President of the Corporation;
- 4) Official spokesperson for [COGOP Local Church];
- 5) Ex Officio member of all committees, teams, groups, and ministries;
- 6) Responsible to submit the Minister’s Monthly Report in a timely manner to the Overseer as further directed in the COGOP Minutes.

5.2.3 Vacancies and Appointments: The Appointed Pastor shall serve for an indefinite period of time. When a vacancy occurs for any reason, the Overseer shall appoint the successor Appointed Pastor, with advice from the Board of Directors.

5.2.4 Discipline of Appointed Pastor: The Appointed Pastor is morally, theologically, and ethically accountable to the General Overseer, the General Presbyter and the Overseer of the COGOP as further contained in the COGOP Minutes. The ultimate responsibility for any discipline of the Appointed Pastor lies with the General Presbyter who will conduct a thorough investigation in any matter that would affect the Appointed Pastor’s credentials and be the final arbiter in any discipline of the Appointed Pastor.

5.3 Board of Directors (Board):

5.3.1 Composition: The Board of Directors (Board) shall consist of the Appointed Pastor, and until changed by amendment of the Articles of Incorporation or by Bylaws duly adopted by [COGOP Local Church] and approved by the Overseer, such number of additional persons as may, from time to time, be appointed by the Appointed Pastor. The Overseer shall retain the right and responsibility to approve any Board appointment at his discretion.

5.3.2 Qualifications: Members of the Board may consist of paid staff or laity. The qualifications include:

- 1) Theological agreement with the core beliefs of [COGOP Local Church];
- 2) Theological agreement with the Biblical Principles, Beliefs, and Practices of the COGOP, as contained in the COGOP Minutes;
- 3) Philosophical agreement with the vision of the Appointed Pastor;
- 4) Being a member in good standing as further defined in the Minutes; and
- 5) The Overseer shall retain the right and responsibility to approve any Board appointment at his discretion

A member of the Board, whose employment with [COGOP Local Church] is terminated for any reason, shall be automatically removed as a member of the Board.

5.3.3 Powers: The Appointed Pastor shall serve as a voting member and Chairman of the Board and President and shall be present and preside at all Board meetings unless the position of Appointed Pastor is vacant. The Appointed Pastor will call meetings of the Board at least annually. Additional meetings may be called at the discretion of the Appointed Pastor. In the absence of the Chairman of the Board, the Board shall elect, by majority vote, an interim Chairman to preside over a duly called meeting of the Board.

All corporate powers shall be exercised by or under the direction of the Board. The Board shall have the following powers:

- 1) Manage the affairs, funds, and property of the corporation, in conjunction with the Local Church Conference (as further defined in the Minutes and in Section 5.1.3);
- 2) Buy, sell, mortgage, pledge or encumber any church property and incur related indebtedness as outlined in the Bylaws;
- 3) After both providing notice to the Overseer by a notification and letter of intent and receiving express approval of the transaction from the Overseer, the Board shall have the power to buy, sell, mortgage, pledge or encumber any church property and incur related indebtedness as outlined in the Bylaws;
- 4) Act in the examination of applicants for leadership, and in the discipline of members;
- 5) Adopt procedural rules from time to time as necessary for the proper functioning of [COGOP Local Church].

The Board and the Appointed Pastor shall fulfill their spiritual and temporal duties in a spirit of servanthood to the Lord, [COGOP Local Church], and one another. Neither the Appointed Pastor nor the Board are to exercise dictatorial leadership over one another or [COGOP Local Church]; but shall cooperatively work together as a model of Christian unity and leadership, each submitting to one another as the Spirit, need, or circumstance may require. When disunity becomes present between the Appointed Pastor and Board, it shall be the responsibility of each to attempt to solve the difficulty between them; if failing to do so, it shall be the responsibility of each to seek the mediating efforts of the Overseer or his designee in order that the conflict may not be

carried into [COGOP Local Church], but rather be resolved within the circle of church leadership.

5.3.4 Meetings:

i. **Regular Meetings:** The Board shall meet at least once each year as further directed by the COGOP Minutes. Regular meetings shall be held at such time as may be fixed by a resolution of the Chairman. Directors may participate in any meeting by any means of communication by which all directors participating may simultaneously hear and communicate with each other during the meeting, and any such director shall be deemed present at the meeting for all purposes.

ii. **Special Meetings:** Special meetings of the Board may be called at any time by the Chairman of the board.

iii. **Notice of Meetings:** Notice of meetings of the Board may be given in any manner authorized by law, including oral notice. The secretary shall give directors at least one day's notice of the Board meeting. Meetings of the directors may be held at any time without notice if all directors are present or if those not present waive notice in writing either before or after the meeting.

Action Without a Meeting: Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent, specifically setting forth the action to be taken, is signed by all the directors entitled to vote with respect to the particular subject matter. The consent shall have the same force and effect as a unanimous vote of directors.

5.3.5 Terms and Conditions: All members of the Board shall generally serve one-year terms, but serve at the pleasure of the Appointed Pastor and may be replaced at the discretion of the Appointed Pastor with, or without, cause. The Appointed Pastor, as Chairman, will serve in perpetuity until resignation, reappointment by the Overseer, death, or vacancy. Members of the Board will serve one-year terms, from June 1st through May 31st, unless otherwise designated by the Appointed Pastor. Members appointed at any point during a calendar year will serve through May 31st of the calendar year they were appointed. New members of the board will be appointed by the Appointed Pastor. In the event that there is a vacancy in the position of Appointed Pastor, the members of the board may be appointed by the State Overseer.

5.3.6 Removal: Any Director, with the exception of the Appointed Pastor, may be removed from the Board by the Appointed Pastor. In the case of any moral, theological, or financial deviance from biblical standards, the process to be followed is prescribed in Matthew 18:15-20:

- 1) Privately talk with a Board member;
- 2) Bring the matter to the attention of the Appointed Pastor;
- 3) The Board will conduct a thorough investigation before the removal of a Director.

5.3.7 Nomination: The Appointed Pastor will appoint directors. If there is no Appointed Pastor, the State Overseer may appoint the directors.

5.3.8 No Compensation for Being Directors/Officers: Whether or not employed by [COGOP Local Church] for other purposes, directors, officers, and members of any committee of the Board shall for their director/officer duties be regarded as volunteers and serve without compensation for those duties, but shall be entitled to reimbursement for any reasonable expenses incurred on behalf of [COGOP Local Church]. Any director or officer barred from receiving compensation under these provisions shall not be barred from serving [COGOP Local Church] in any other appropriate capacity, such as Pastor or Church Staff, or from receiving reasonable compensation for such other services.

5.3.9 Full Disclosure of Possible Conflicts: A contract or other transaction between [COGOP Local Church] and one or more of its directors, officers or family members thereof (hereinafter "Interested Party"), or between [COGOP Local Church] and any other entity, of which entity one or more directors, officers, or trustees are also Interested Parties, or in which entity an Interested Party has a financial interest – shall be voidable at the sole election of [COGOP Local Church] unless all of the following provisions are satisfied:

- 1) [COGOP Local Church] entered into the transaction for its own benefit or for the benefit of another supported organization;
- 2) The transaction was fair and reasonable as to [COGOP Local Church], or was in furtherance of its religious, charitable, or educational purposes at the time [COGOP Local Church] entered into the transaction;
- 3) Prior to consummating the transaction, or any part, the Board authorized or approved the transaction, in good faith, by a vote of a majority of the directors then in office, without counting the vote of the interested director or directors, and with full knowledge of the material facts concerning the transaction and the Interested Parties' interest in the transaction; and
- 4) Prior to authorizing or approving the transaction, the Board, in good faith, determined after reasonable investigation and consideration, that either [COGOP Local Church] could not have obtained a more advantageous arrangement, with reasonable effort under the circumstances, or the transaction was in furtherance of the tax-exempt purposes of [COGOP Local Church].
- 5) A copy of the [COGOP Local Church] Conflict of Interest Policy is attached as **Exhibit 2** and incorporated in its entirety herein.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board (or a committee thereof) that authorizes, approves, or ratifies such contract or transaction, but may not be counted for voting purposes.

5.3.10 Actions: The Board shall try to act by “Overwhelming Consensus” hereinafter defined as a two-thirds (2/3) majority vote of the directors present and voting at a meeting, which vote must include the affirmative vote of the Appointed Pastor. Such vote shall be sufficient to constitute the act of the Board unless the act of a greater number is required by law or the Bylaws. At least half of the members of the Board in attendance at any given meeting shall constitute a quorum.

In those instances where a “One Accord” vote is prescribed by the COGOP Minutes, “One Accord” shall hereinafter be defined by a three quarters (3/4) majority vote of the Board, which vote must include the affirmative vote of the Appointed Pastor.

5.3.11 Minutes: An official record of actions taken by the Board shall be kept in the administrative office of [COGOP Local Church]. The minutes shall keep track of all decisions made by the Board and be open to review by the Board and the Presbytery and any member in good standing.

5.3.12 Indemnification: To the fullest extent permitted by [STATE] law, as now in effect or as may hereinafter be amended, the [COGOP Local Church] shall fully indemnify its directors and officers. To that effect, no director or officer of [COGOP Local Church] shall be personally liable for damages in any proceeding brought by or in the right of [COGOP Local Church], or in connection with any claim, action, suit or proceeding to which he or she may be or is made a party by reason of being or having been an officer or director of [COGOP Local Church], provided, however, that such relief from liability shall not apply in any instance where such relief is inconsistent with any provision applicable to corporations described in Section 501(c)(3) of the *Internal Revenue Code* or [STATE] law for indemnification by non-profit corporations.

5.3.13 Deadlock: In the case of a deadlock where the Board is unable to reach a conclusive vote, the Appointed Pastor shall cast a second ballot, which shall be known as a “majority ballot” so that the Board may take an official act or decision. The majority ballot shall be cast in addition to the regular director’s vote cast by the Appointed Pastor.

5.3.14 Insurance: [COGOP Local Church] may provide liability insurance and indemnification for the Board for the following reasons:

- 1) To protect individual directors from the financial hardship of potential legal expenses; or
- 2) To assure the congregation that monies donated to [COGOP Local Church] will not be spent on legal defense in the case of a lawsuit.

5.4 Other Pastors, Church Employees, Secretary and Treasurer:

5.4.1 Appointments: All church employees shall be appointed or delegated powers by the Appointed Pastor.

5.4.2 Secretary: The Secretary of [COGOP Local Church] shall keep the minutes of the official meetings of the Board and specially called meetings of the Board. He/she

shall keep a record of the Board, and shall be the custodian of all legal documents of [COGOP Local Church] and its corporate seal (if applicable). He/she shall file annual corporate reports in compliance with state law. In the event the Secretary of [COGOP Local Church] is not a member of the Board, it is recommended that the Board appoint its own secretary from the Board to record and keep all minutes of Board meetings.

5.4.3 Treasurer: The Treasurer of [COGOP Local Church] shall be entrusted with all the finances of [COGOP Local Church], subject to the supervision of the Board, and shall deposit all funds in federally insured accounts in the name of [COGOP Local Church], and shall disburse such funds by check as authorized by the Board. He/she shall keep an itemized account of receipts and disbursements, shall present a report for each regular meeting of the Board, account for any receipts and disbursements, and shall present an annual report to [COGOP Local Church]. He/she shall assist [COGOP Local Church] in acquiring and maintaining available tax exemptions under state and local law. The Treasurer shall provide a record of all identified giving to each donor at least annually. The records shall be available at all time for audit under the direction of the Board. Sound procedures for accounting and tabulating offerings are recommended.

ARTICLE VI. BIBLICAL RESOLUTION OF DISPUTES

In any dispute arising between or among the Board, the Presbytery, pastors, or staff of [COGOP Local Church], the dispute may be resolved by the Overseer and/or the COGOP International Assembly through its General Presbyters as further defined in the COGOP Minutes. All employees of [COGOP Local Church] shall be asked to sign policies or contracts with this dispute resolution clause in it. A decision shall be reached after prayerful consideration, in a spirit of humility, with each conciliator seeking that which most glorifies God and regarding one another before himself.

ARTICLE VII. DIVISION, DISAFFILIATION, DISSOLUTION

7.1 Property Status upon Division: In the event that the congregation of [COGOP Local Church] becomes divided over irreconcilable differences to the extent that there is a permanent church division, all property, both real and personal, shall remain the property of [COGOP Local Church], as governed by the Board and these Bylaws. The Board shall adhere to the Tenets of Faith outlined in Article III herein and shall remain in good standing with the COGOP International Assembly.

7.2 Property Status upon Disaffiliation: [COGOP Local Church] shall not disaffiliate with the COGOP International Assembly without a three quarters (3/4) majority vote of the Board, which vote shall include the affirmative vote of the Appointed Pastor, and a "One Accord" vote of the members (Members is used hereinafter as defined in the "Local Church Ministry" section of the Ministry Policy Manual as amended from time to time) ("One Accord" vote defined as a three quarters (3/4) majority vote of the Members) at a specially called or the regular Local Church Conference as further defined in Section 5.1.3 above, and shall be made with the approval of the Overseer.

Prior to a vote to disaffiliate, a representative from the Overseer and/or the COGOP General Presbyter shall be permitted to speak to the Board and the [COGOP Local Church].

In the event of a vote to disaffiliate by the Board, the Appointed Pastor shall give written notice of disaffiliation to the COGOP. Upon disaffiliation, all property shall remain under the ownership of the appointed [COGOP Local Church] under the government of the COGOP denomination as further stated the COGOP Minutes then in effect.

7.3 Property Status upon Dissolution/Disbanding: Upon the dissolution or disbanding of [COGOP Local Church], none of its funds or assets shall be distributed to any officer, Board member, trustee, or any other individual. In the event [COGOP Local Church] shall cease to function as a church body, not having a primary service for a period of three (3) consecutive months, the Board shall be required to:

7.3.1 Pay all outstanding liabilities of [COGOP Local Church];

7.3.2 Dispose of all funds and assets of the Church in compliance with the rules and regulations of Section 501(c)(3) of the Internal Revenue Code of 1986, (or the corresponding provisions of any future United States Internal Revenue Law), governing tax-exempt religious organizations.

7.3.3 All funds and assets of [COGOP Local Church] shall be conveyed to its COGOP regional/state office for the use and benefit of the COGOP, a Tennessee nonprofit public benefit religious corporation, or its legal representative, for the purposes of the Church, provided that said entity at the time qualifies as an exempt organization under section 501(c)(3) of the *Internal Revenue Code of 1986* (or the corresponding provisions of any future United States Internal Revenue Law).

7.3.4 Any such funds or assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the corporation is then located, to such organization as said Court shall determine, which is organized and operated exclusively for religious purposes.

7.4 Property Status upon Dissolution of the COGOP Denomination: Upon the dissolution or discontinuation for any reason of the denomination known as the COGOP, a Tennessee nonprofit public benefit religious corporation, all assets owned by [COGOP Local Church] shall be owned outright by [COGOP Local Church].

7.5 Property Status upon Merger, Association, or Consolidation of the COGOP Denomination: Upon the merger, association or consolidation for any reason ("Merger") of the denomination known as the COGOP, a Tennessee nonprofit public benefit religious corporation, then the [COGOP Local Church], by a "One Accord" three quarters (3/4) majority vote of the Board, which vote shall include the affirmative vote of the Appointed Pastor, and a "One Accord" three quarters (3/4) vote of the Members at a specially called or the regular Local Church Conference, as further defined in Section 5.1, may vote to opt-out of the Merger ("Opt-Out"). In the case where the

[COGOP Local Church] votes to Opt-Out, all assets owned by [COGOP Local Church] shall be owned outright by [COGOP Local Church].

ARTICLE VIII. COMMITTEES/DEPARTMENTS

[COGOP Local Church], through its Board, may create and maintain such committees, departments, and subsidiary organizations as may be necessary and advisable for the extension of its work. All such departments and organizations shall be subordinate to [COGOP Local Church] and shall contribute to the harmony and development of the whole. They shall be under the general supervision of the Appointed Pastor and Board, and the Pastor shall be an ex-officio member of all teams or departments.

ARTICLE IX. FISCAL

9.1 General: [COGOP Local Church], through the Board, shall create and maintain such departments and sub-organizations as may be necessary and advisable for the extension of its financial work. All such departments and organizations shall be subordinate to [COGOP Local Church] and shall contribute to the harmony and development of the whole. They shall be under the general supervision of the Appointed Pastor and Board. All significant contracts should be reviewed by a competent attorney and the Board prior to signing.

9.2 Budget and Audits: The Appointed Pastor and staff may prepare, and the Board shall approve annually, a unified budget for [COGOP Local Church]. Said unified budget shall include all monies received or expended by or for any and all departments of [COGOP Local Church]. The Board may conduct or arrange for an annual review or audit of a type and nature they deem appropriate.

ARTICLE X. MINISTRY POLICY MANUAL/LOCAL CHURCH CONFERENCE

10.1 Ministry Policy Manual Controls: [COGOP Local Church] shall be regulated at all times by the then current "Ministry Policy Manual" of the COGOP, as amended. In the event of any conflict or ambiguity between the COGOP Minutes and the [COGOP Local Church] Local Church Conference Minutes, the COGOP Minutes shall control.

10.2 Local Church Conference Minutes: [COGOP Local Church] may create additional policies to address local church matters its Local Church Conference Minutes. The Local Church Conference Minutes may include all [COGOP Local Church] policies, procedures, job descriptions and organization charts depicting lines of responsibility in the administration of [COGOP Local Church]. The Local Church Conference Minutes shall be kept in the [COGOP Local Church] office and made available for use by any member of [COGOP Local Church] upon reasonable request. The [COGOP Local Church] Secretary shall maintain the Local Church Conference Minutes. The Board or designated committee or team shall review the manual at least annually, with the authority to recommend changes for the Board to consider and vote on.

10.3 Annual Budget: The annual budget shall be kept in the [COGOP Local Church] office and made available to any Member of [COGOP Local Church] upon reasonable request.

ARTICLE XI. AMENDMENTS

Amendments to Articles I through IV of these Bylaws, shall be proposed by the Board and shall require a "One Accord" three quarters (3/4) affirmative vote of the Board members present at a duly called meeting, which vote shall include the affirmative vote of the Appointed Pastor, after giving two weeks written notice for each meeting including the proposed amendment. All other Amendments to these Bylaws may be made by the "Overwhelming Consensus" two-thirds (2/3) affirmative vote of the Board, which vote shall include the affirmative vote of the Appointed Pastor. At least fifty per cent (50%) of the Board shall be required to be in attendance at a meeting to constitute a quorum. Votes may not be submitted in absentia; Board members must be present and able to participate in deliberations in order to vote.

All votes to amend these Bylaws must be additionally approved by affirmative vote of the Overseer of the COGOP.

Adopted by the Board of Directors of the [COGOP Local Church] on _____, 201__.

Appointed Pastor

Date

EXHIBIT 1: STATEMENT OF DOCTRINE AND BELIEFS

Church of God of Prophecy International Assembly (or herein referred to as “Presbytery”)

(A comprehensive listing of doctrine and beliefs is contained in “Biblical Principles, Beliefs, and Practices of the Church of God of Prophecy”, 99th International Assembly Minutes.)

[COGOP Local Church], Inc. is affiliated with and subordinate to the Church of God of Prophecy International Assembly with international offices located at 3720 Keith Street NW, Cleveland, Tennessee.

The official website for the Church of God of Prophecy International Assembly is www.cogop.org, which contains ample information regarding its history, beliefs, vision, leadership, governing structures, statistics, affiliations, and other matters of interest.

The Presbytery lending apostolic oversight for [COGOP Local Church], Inc. works through the delegated authority of the office of the State Overseer of the Church of God of Prophecy International Assembly. The General Presbyter of the Church of God of Prophecy appoints the candidates for these offices.

Overview: The Church of God of Prophecy exists and operates at three interdependent levels – international, national/regional/state, and local. The international level of church organization functions on a worldwide basis and provides a global network of support, government and interaction for the Church’s ministries in all 50 United States and more than 130 other nations. The national/regional/state level provides more focused leadership and support directly within the context of the nations, regions, and states where the Church is at work. The local level is the heartbeat of the Church, providing caring congregations in the thousands of cities, towns and communities around the world where the Church’s mission is carried out on a daily basis.

History: The Church of God of Prophecy International Assembly has its roots in a religious revival that began in the late 1800s. Today, the Church of God of Prophecy is a vibrant, worldwide body of believers, united in worship, working hand-in-hand to share God’s love and a message of hope to the brokenhearted.

The organization has over 10,000 churches or missions in 130 nations of the world. Nearly 90% of its global membership is outside of North America.

Beliefs: The *Biblical Principles, Beliefs, and Practices of the Church of God of Prophecy* are available at www.cogop.org.



EXHIBIT 2: CONFLICT OF INTEREST POLICY

[COGOP Local Church], Inc.

CONFLICT OF INTEREST POLICY

ARTICLE I. PURPOSE

The charitable purpose and tax-exempt status of a nonprofit organization includes a duty to maintain the public trust. Further, it is the goal of [COGOP Local Church], Inc. (the "Corporation"), a [STATE] nonprofit corporation, to conduct its affairs with a commitment to honesty and integrity. This Conflict of Interest Policy ("Policy") is to promote the standards of the Corporation and to protect its interest when it is contemplating entering into a transaction or arrangement that might benefit (or be perceived to benefit) the private interest of an officer or director of the Corporation or certain other persons. Each officer, director, committee member and employee has a full-time responsibility to the Corporation and shall strive to avoid conflicts of interest. This policy encourages the avoidance of conflicts of interest and is to supplement but not replace any applicable [STATE] or Federal laws governing conflicts of interest pertinent to nonprofit and charitable organizations.

ARTICLE II. DEFINITIONS

(a) "Interested Person" means a Covered Person who may financially benefit from a transaction with the Corporation or who possesses a Financial Interest, as defined below.

(b) "Covered Person" includes any director, principal officer, member of a committee with governing board delegated powers, employee, and, as defined below, major donors, insiders, and close relatives.

(c) "Close Relatives" includes (a) a spouse, child (natural or adopted), parent and step-parent, in-laws (father, mother, brother in-laws and sister in-laws), grandchild, grandparent, brother or sister, or (b) any other person who shares living quarters or who is financially dependent upon a director, principal officer, member of a committee with governing board delegated powers, employee, major donors, or insiders.

(d) "Insiders" are persons who (a) are privy to any material information that is identified as confidential and proprietary, pertaining to the business and affairs of the Corporation, whether related to a specific transaction or to matters pertaining to the Corporation's interest, activities, and policies, and (b) by virtue of their involvement with the Corporation, could be placed in a conflict situation or could give the appearance of having the ability to unduly influence the Corporation. This could potentially include an independent contractor and former directors, officers, employees, and volunteers.

(e) "Major Donor" includes an individual, corporation, or foundation that makes a gift or pledge either in cash, appreciated securities, other assets or in land, easement, or bargain-sale value of Ten Thousand Dollars (\$10,000.00) or more at any one time or cumulatively within a five year period prior to the occurrence of the conflict.

(f) "Related Party Transaction" means a transaction involving any corporation, partnership, trust, estate, joint venture, and unincorporated affiliation of any kind as well as public boards and commissions and not-for-profit organizations in which a Covered Person, directly or indirectly:

(1) owns or controls five percent (5%) or more of any voting security; or

(2) is a director, executive officer, executor, administrator, trustee, beneficiary, controlling partner, or otherwise serves in a fiduciary capacity or holds a substantial beneficial interest; or

(3) has legal or de facto power to control the election of a majority of directors;
or

(4) has legal or de facto power to exercise a controlling influence over the management or policies.

(g) "Financial Interest" means the Covered Person possesses, directly or indirectly, through business, investment, family, or otherwise:

(1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,

(2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

(h) "Compensation" includes direct and indirect payments as well as material gifts or favors.

A Financial Interest or a Related Party Transaction is not necessarily a conflict of interest. A person who has a Financial Interest or any Related Party Transaction has a conflict of interest only if the appropriate governing board or committee of the Corporation decides that a conflict of interest exists.

ARTICLE III. PROCEDURES

(a) Duty to Disclose. Interested Person must disclose the existence of a Financial Interest or Related Party Transaction and be given the opportunity to disclose all

material facts to the Corporation's Board of Directors ("Board").

(b) Procedures for Addressing a Potential Related Party Transaction and a Conflict of Interest.

(1) Determination of a Conflict of Interest. Unless specifically addressed elsewhere in this Policy:

(a) An Interested Person may make a presentation at the Board's meeting, but after the presentation, he shall leave the meeting during the discussion of and the vote on the transaction involving the possible conflict of interest. The Board shall decide if a conflict of interest exists. A vote by a majority of the directors present, after the Interested Person leaves the Board meeting, determining that there is a conflict of interest shall be proof that such conflict of interest exists. For purposes of voting on a potential conflict of interest, if the Interested Person is a director, the director must excuse himself from any meeting while the Board discusses the proposed conflict of interest and must abstain from any vote regarding the proposed conflict of interest.

(b) If there is deemed to be no conflict of interest, the proposed transaction may commence.

(c) If there is deemed to be a conflict of interest:

(i) The Board shall exercise due diligence to investigate alternatives to the proposed transaction. The Board shall consider:

(a) the reasonableness of compensation arrangements and benefits, based on competent survey information and the result of arm's length bargaining; and

(b) whether the transaction conforms with the Corporation's written policies, reflects reasonable investments or payments for goods and services, furthers charitable purposes and does not result in inurement or impermissible private benefit.

If deemed appropriate by the Board, the President or Chairman of the Board shall appoint a disinterested person or committee to perform the due diligence.

(ii) After completing the due diligence, the Board, excluding the Interested Person, shall determine whether the Corporation can reasonably obtain a more advantageous transaction for the Corporation from a person or entity that would not cause a conflict of interest.

(iii) If a more advantageous transaction is not reasonably possible under circumstances that would not produce a conflict of interest, the Board, excluding the Interested Person, shall determine by a majority vote of the disinterested directors whether the transaction is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable.

(a) If the transaction is in the Corporation's best interest, for its own

benefit, and is fair and reasonable, the transaction may commence.

(b) If the transaction is not in the Corporation's best interest and is not fair and reasonable, the transaction shall not commence and to the extent it has already commenced, the transaction will be deemed void and all costs paid by the Corporation shall be refunded by the Interested Party.

(c) Violations of the Conflicts of Interest Policy.

(1) If the Board has reasonable cause to believe an Interested Person has failed to disclose a Related Party Transaction or actual or possible conflicts of interest, it shall inform the Interested Person of the basis for such belief and shall provide the Interested Person with an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the Board, excluding the Interested Person, determines the Interested Person has failed to disclose a Related Party Transaction or an actual or possible conflict of interest, it shall take disciplinary and corrective action as deemed appropriate in light of the surrounding facts and circumstances.

ARTICLE IV. RECORDS OF PROCEEDINGS

The minutes of the Board shall contain:

(a) the names of the persons who disclosed or were found to have a Financial Interest or Related Party Transaction in connection with an actual or possible conflict of interest,

(b) the nature of the Related Party Transaction or Financial Interest,

(c) any action taken to determine whether a conflict of interest was present,

(d) the Board's determination on whether a conflict of interest in fact existed,

(e) the names of the persons who were present for discussions and votes relating to the transaction,

(f) the content of the discussion, including any alternatives to the proposed transaction, and

(g) a record of any votes taken in connection with the proceedings.

ARTICLE V. COMPENSATION

The Corporation may reasonably compensate Covered Persons for services used to carry out the Corporation's charitable purposes. In determining compensation for directors or officers the Board shall adhere to the following guidelines:

(a) A director or officer who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that director or officer's compensation.

(b) A director or officer on any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that director or officer's compensation.

(c) No director or officer whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee or the Board regarding compensation.

ARTICLE VI. ANNUAL STATEMENTS

Each director and officer shall annually sign a statement that affirms that such person:

(a) Has received a copy of the Conflicts of Interest Policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(d) Understands that the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE VII. PERIODIC REVIEWS

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, the Board shall conduct periodic reviews of all Related Party Transactions.

ARTICLE VIII. USE OF OUTSIDE ADVISORS

When conducting the periodic reviews, the Corporation may, but need not, use outside advisors. If outside advisors are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

EXHIBIT 3: MINUTES
99th Church of God of Prophecy International Assembly

MINUTES

APPENDIX A: ENDNOTES

(Supporting Scripture References)

The Scriptures used below are only intended to amplify principles that are important to [COGOP Local Church], Inc. and do not represent a comprehensive list of Scriptural references to support or justify these Bylaws...

¹ Church Order

Everything should be done in a fitting and orderly way.

I Corinthians 14:40

²The Great Commandment

You [followers of Christ] shall love the Lord your God with all your heart, with all your soul, and with all your mind. This is the first and great commandment. And the second is like it: You shall love your neighbor as yourself. On these two commandments hang all the Law and the Prophets.

Matthew 22:37-40

³ The Great Commission

All authority has been given to Me [Jesus] in heaven and on earth. Go therefore and make disciples of all the nations, baptizing them in the name of the Father and of the Son and of the Holy Spirit, teaching them to observe all things that I have commanded you; and lo, I am with you always, even to the end of the age.

Matthew 28:18-20

⁴ Unity in thought and purpose

Now I plead with you, brethren, by the name of our Lord Jesus Christ, that you all speak the same thing, and that there be no divisions among you, but that you be perfectly joined together in the same mind and in the same judgment.

I Corinthians 1:10

Therefore if there is any consolation in Christ, if any comfort of love, if any fellowship of the Spirit, if any affection and mercy, fulfill my joy by being like-minded, having the same love, being of one accord, of one mind.

Philippians 2:1-2

⁵ Unity in essential beliefs

There is one body and one Spirit, just as you were called in one hope of your calling; one Lord, one faith, one baptism; one God and Father of all...

Ephesians 4:4-6

⁶ **Liberty in non-essential beliefs**

Receive one who is weak in the faith, but not to disputes over doubtful things. Who are you to judge... each of us shall give account of himself to God. Have it to yourself before God.

Romans 14:1-22

⁷ **Charity (love) in all beliefs**

And though I [Paul] have the gift of prophecy, and understand all mysteries and all knowledge, and though I have all faith, so that I could remove mountains, but have not love, I am nothing.

I Corinthians 13:2

⁸ **Matrimony is a holy monogamous marriage between one man and one woman**

Therefore a man shall leave his father and mother and be joined to his wife, and they shall become one flesh.

Genesis 2:24

...let each man have his own wife, and let each woman have her own husband. Let the husband render to his wife the affection due her, and likewise also the wife to her husband. The wife does not have authority over her own body, but the husband does. And likewise the husband does not have authority over his own body, but the wife does.

I Corinthians 7:2-4

Now to the married I [Paul] command, yet not I but the Lord: A wife is not to depart from her husband.

I Corinthians 7:10

For the husband is head of the wife, as also Christ is head of the church; and He is the Savior of the body... For this reason [Eve created out of Adam – bone of his bone, flesh of his flesh] a man shall leave his father and mother and be joined to his wife, and the two shall become one flesh.

Ephesians 5:23, 31

Marriage is honorable among all, and the bed undefiled...

Hebrews 13:4

Marriage is a covenant made between two people, one man and one woman, with God. The Christian marriage covenant requires the married parties to be faithful, loving and helpful to each other as long as they both shall live (Malachi 2:15-16; Matthew 5:32; 19:5-6, 9; Romans 7:2-3; I Corinthians 7:10-11, 15; II Corinthians 6:14; Ephesians 5:22-25).

Marriage is a union ordained by God. It was first instituted by God in the early chapters of Genesis, codified in the Levitical law, the Old Testament prophets compared it to a relationship between God and his people, examples of it are in the historical narratives, and, the scripture discusses the unique unity of this relationship. Jesus explained the original intention and core elements of marriage, and several New Testament Epistles give explicit instructions on this union. Marriage is a typology of Jesus Christ and the Church. As such, the Church views marriage as a profound spiritual institution established by God. We believe the term “marriage” has only one meaning, and that is marriage sanctioned by God which joins one man, and one woman in a single, exclusive union, as delineated in Scripture.

Due to the importance of marriage in the biblical witness, this church adopts the

following:

Pastors, credentialed with a minister's license, and bishops are authorized to perform marriages by virtue of their roles and offices as further described in the COGOP Minutes. However, those who are new pastors, or not capable of providing marriage counseling, should seek the permission of their Overseer before performing marriages. A special permit to perform marriages may be granted by the General Overseer's office upon request of the National/Regional/State Overseer to licensed ministers who are not pastoring. All special permits are subject to the approval of the General Presbyter or the General Overseer as further directed in the COGOP Minutes.

Staff Pastors employed by [COGOP Local Church], Inc. shall be subject to dismissal and loss of Licensing/Ordination for officiating a same gender or transgender marriage ceremony, or a same gender or transgender renewal of vows ceremony.

[COGOP Local Church], Inc. facilities, or properties may not be used by any individual, group, or organization that advocates, endorses, or promotes homosexuality or transgender life as an alternative or acceptable lifestyle. This policy applies to events including but not limited to: birthday parties, classes, reunions, anniversaries, baby showers, weddings, and renewal of vows services.

Matrimony is ordained by God

And the Lord God said, "It is not good that man should be alone; I will make him a helper comparable to him."
Genesis 2:18

"Honor your father and your mother, that your days may be long upon the land which the Lord your God is giving you..."
Exodus 20:12

And the Lord God caused a deep sleep to fall on Adam, and he slept; and He took one of his ribs, and closed up the flesh in its place. Then the rib which the Lord God had taken from man He made into a woman, and He brought her to the man. And Adam said: "This is now bone of my bones And flesh of my flesh; She shall be called Woman, Because she was taken out of Man." Therefore a man shall leave his father and mother and be joined to his wife, and they shall become one flesh.
Genesis 2:21-24

"For the Lord God of Israel says That He hates divorce, For it covers one's garment with violence," says the Lord of hosts. "Therefore take heed to your spirit, that you do not deal treacherously."
Malachi 2:16

Matrimony is the basic unit of society through its ministry and testimony

Wives, submit to your own husbands, as to the Lord. For the husband is head of the wife, as also Christ is head of the church; and He is the Savior of the body. Therefore, just as the church is subject to Christ, so let the wives be to their own husbands in everything. Husbands, love your wives, just as Christ also loved the church and gave Himself for her, that He might sanctify and cleanse her with the washing of water by the word, that He might present her to Himself a glorious church, not having spot or wrinkle or any such thing, but that she should be holy and without blemish. So husbands ought to love their own wives as their own bodies; he who loves his wife loves himself.
Ephesians 5:22-28

Statement on Gender and Sexuality

So God created man in his own image, in the image of God created he him; male and female created he them.
Genesis 1:27

This means that man and woman are two distinct genders willed by God their Creator in their respective beings, which reflect the image and nature of God. 'Being man' or 'being woman' is a reality that is good and willed by God. Therefore, to reject one's biological gender is to reject the work of the Creator and imply that God made a mistake. God does not make mistakes.

Romans 1:24-27, Job 42:1-3, Isaiah 55:8, 9

As God's image bearers, man and woman have inalienable rights and ensuing responsibilities. Man and woman should be treated with dignity and respect. They should also lead lives worthy of the dignity of their unique gender. This is done by living chastely – a call all baptized Christians are called to follow.
Ephesians 5:3

As man and woman "put on Christ" – the model for all chastity – they pledge to lead a chaste life consistent with their vocation either by consecrating themselves to God or entering the God ordained institution of marriage. A chaste person respects the gift of sexuality given to him or her by God. Married people are called to live conjugal chastity. "Marriage" has only one meaning: the matrimonial covenant, by which one man and one woman unite themselves in a lifelong partnership. God commands that the gift of sexual intimacy occur only between spouses of the opposite sex who are joined in Holy Matrimony.

1 Thessalonians 4:1-8, Romans 13:13-14, Hebrews 13:4

Therefore any sexual immorality (including adultery, fornication, homosexual behavior, bisexual conduct, bestiality, incest, and use of pornography) is sinful and offensive to God.

Galatians 5:19-21, I Corinthians 6:9-10

But God is merciful to all sinners. He offers redemption to all who confess and forsake their sins. Seeking His forgiveness and Mercy through Jesus Christ.

Matthew 16:19, Isaiah 22:22, Matthew 18:18, John 20:21, John 20:22-23

In the Spirit of Christ, every person deserves to be treated with compassion, love, respect, and dignity, regardless of his or her position on Church teaching. Hateful behavior is inconsistent with the Gospel of Christ and the doctrine of the Church and should always be repudiated.

In order to preserve the integrity of the Church as the Body of Christ, it is imperative that all church employees and volunteers agree to and abide by this Statement on Marriage, Gender, and Sexuality. Church employees and volunteers have a special duty to live this statement since they serve as role models for society and the church community.

° Today's pastors are the same as the New Testament elders

[Paul to the Elders of the church in Ephesus] Therefore take heed to yourselves and to all the flock, among which the Holy Spirit has made you overseers, to shepherd [poimen] the church of God...
Acts 20:28

[Peter to the Elders governing churches scattered throughout Asia Minor] *Shepherd [poimen] the flock of God which is among you, serving as overseers, not by compulsion but willingly, not for dishonest gain but eagerly.* 1 Peter 5:2

And He Himself [Jesus] gave some to be apostles, some prophets, some evangelists, and some pastors [poimen] and teachers... Ephesians 4:11

The word for “pastor” was the same word used to describe the function of an elder on more than one occasion in the New Testament.

For this reason I [Paul] left you in Crete, that you should set in order the things that are lacking, and appoint [ordain] elders [those called to shepherd (same as “pastor,” see verses immediately above)] in every city as I commanded you. Titus 1:5

Is anyone among you sick? Let him call for the elders of the church, and let them pray over him, anointing him with oil in the name of the Lord. James 5:14

Let the elders who rule well be counted worthy of double honor, especially those who labor in the word and doctrine. I Timothy 5:17

The functions listed above were obviously done by those anointed to do so on a vocational basis rather than by well-meaning, volunteer businessmen donating their time to the church.

¹⁰ **Wise counsel of older men and women**

Listen now to my [Jethro] voice; I will give you [Moses] counsel, and God will be with you... Exodus 18:19

But as for you, speak the things which are proper for sound doctrine: that the older men be sober, reverent, temperate, sound in faith, in love, in patience; the older women likewise, that they be reverent in behavior, not slanderers, not given to much wine, teachers of good things – that they admonish the young women... Titus 2:1-4

A wise man will hear and increase learning, and a man of understanding will attain wise counsel... Proverbs 1:5

Without counsel, plans go awry, but in the multitude of counselors they are established. Proverbs 15:22

¹¹ **Pastor led, counseled by advisors, under apostolic authority**

Pastor led: So when they [Paul and Barnabas] had appointed [ordained] elders [pastors – see footnote 9] in every church, and prayed with fasting, they commended them to the Lord in whom they had believed. Acts 14:23

¹² **Non-pastoral leaders that govern the operations of the church**

Now in those days, when the number of the disciples was multiplying, there arose a complaint against the Hebrews by the Hellenists, because their widows were neglected in the daily distribution. Then the twelve [original apostles appointed by Jesus serving in an elder capacity] summoned the multitude of the disciples and said, "It is not desirable that we should leave the word of God and serve tables. Therefore, brethren, seek out from among you seven men of good reputation, full of the Holy Spirit and wisdom, whom we may appoint over this business; but we will give ourselves continually to prayer and to the ministry of the word." Acts 6:1-4

¹³ **Partners in the ministry**

...the equipping of the saints for the work of the ministry, for the edifying of the body of Christ, till we all reach the unity of the faith... the whole body is joined and knit together by what every joint supplies, according to the effective working by which every part does its share...

Ephesians 4:11-16

If then you count me as a partner, receive him [Onesimus] as you [Philemon] would me [Paul].

Philemon 1:17

APPENDIX B: CURRENT CORE VALUES OF THE CHURCH OF GOD OF PROPHECY