



**CENTRAL BAPTIST**

CHURCH : INVERCARGILL

# Constitution

*Effective from 1 December 2021*

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### NOTES

Sections 7, 8, 9 and 10 are taken from the model Baptist Constitution provided by the Union, and are based on legal advice and cannot be altered.

# 1. THE CHURCH

1.1.1 The name of the church is INVERCARGILL CENTRAL BAPTIST CHURCH

1.2 The church is a community of those who believe in God the Father, in God the Son Jesus Christ and in God the Holy Spirit - one God; who are repentant of their sin and who have been saved by personal faith in Jesus Christ through his atoning death and resurrection; who publicly proclaim their faith and are committed to the church's vision, aims and functions.

1.3 The church believes in:

1.3.1 The Bible as the inspired Word of God and its final authority in all matters of faith and practice;

1.3.2 The pre-existence, eternal deity and true humanity of the Lord Jesus Christ;

1.3.3 The atonement made on the cross by our Lord for the sin of the world;

1.3.4 Salvation, by grace, through faith in Christ alone;

1.3.5 The person of the Holy Spirit as the one who sanctifies and who sets apart, empowers and imparts spiritual gifts to the church;

1.3.6 Membership of the church is for those who have received salvation;

1.3.7 The immersion of believers as the only form of baptism practised in the church according to our understanding of Scripture.

1.4 The ordinances of the church shall be:

1.4.1 Believers' baptism by immersion, and

1.4.2 The Communion service, or commemoration of the Lord's Supper, which shall be held regularly, and which shall be open to all believers.

## 2. AIMS AND FUNCTIONS

- 2.1 To meet regularly for worship, prayer, teaching, encouragement and fellowship.
- 2.2 To engage in the task of mission, principally within New Zealand but also overseas (see Matthew 28: 19 - 20).
- 2.3 To express God's love to the community through ministries of the Word and practical care.
- 2.4 To seek to make disciples of Jesus Christ and bring them into his church.

### 3. STRUCTURE

- 3.1 The church is an autonomous body governed through its members, working closely with regional and national Baptist Staff, the Baptist Churches of New Zealand and the wider body of Christ.
- 3.2 The leadership shall consist of the Lead Pastor, together with the Elders and Ministry Leaders.
- 3.3 The church may set up a charitable trust or trusts to provide resources which will enable the church through the trusts to minister to its local community by seeking to meet one or more of the social, emotional, physical, spiritual or educational needs of the people of its local community. The church shall elect Trustees when required under the relevant trust deed(s).

## 4. MEMBERSHIP (Partnership)

- 4.1 The Membership of the church (hereafter called "Partners") shall consist of those persons who:
- 4.1.1 Confess faith in Christ.
  - 4.1.2 Show evidence of following Christ in newness of life.
  - 4.1.3 Are committed to the vision, mission and ministry of Invercargill Central Baptist Church in the local church and in the community, and who have given expression to this commitment by signing the Partnership Pledge (Appendix 1).
  - 4.1.4 Are 18 years old or older.
  - 4.1.5 Have been attending services for at least six months. This requirement does not apply to those who are appointed to a Ministry Leadership role.
- 4.2 Becoming a Partner**
- 4.2.1 Applications to become a Partner will be made to a designated ministry leader.
  - 4.2.2 The church shall be advised of the partnership application.
  - 4.2.3 Applicants wishing to become Partners may be required to attend a partnership seminar and will be interviewed by at least one ministry leader or elder.
  - 4.2.4 Applications will be approved or otherwise by the Ministry leadership team.
  - 4.2.5 New partners will be acknowledged at a Sunday worship service.
- 4.3 Partnership Roll**
- 4.3.1 A Partnership roll will be kept and reviewed annually by the Ministry Leaders. Any person by giving a letter of resignation or by ceasing active participation for over twelve months, without satisfactory reason, may be removed from the roll.
  - 4.3.2 A person may be suspended or removed from the roll in accordance with procedures laid out in section 4.4
- 4.4 Discipline of Partners**
- 4.4.1 The Elders will have the power to admonish, suspend or expel any Partner for conduct, which, following proper procedure, is considered prejudicial to the name and purposes of the church. At the discretion of the Elders, any report to the Partners following such an investigation need only contain their conclusions and actions.
  - 4.4.2 In the event of any action causing serious division in the church and not reaching a satisfactory settlement, the church shall apply to the Senior Executive of the Baptist Union for advice and help in investigating and settling the matter in dispute.

## 5. LEADERSHIP

### 5.1 Lead Pastor

#### 5.1.1 Pastoral Responsibility

The Lead Pastor shall be entrusted with the oversight of the church (along with the elders) and of all ministry leaders. The Lead Pastor shall be accountable to the Elders for agreed outcomes.

#### 5.1.2 Pastoral Vacancy

When a vacancy occurs in the Lead pastorate, the church may, on the recommendation of the Elders, appoint an Interim Pastor who shall temporarily take up this function. A search committee shall be appointed by the church on the recommendation of the Elders. The committee shall be guided by the Baptist Union pastoral search protocols. The committee shall, after consultation with the Elders, bring one nomination to a church meeting called for that purpose. Two weeks' notice shall be given of the meeting. No call to the pastorate shall be made except on the votes of at least 75% of Partners present at that meeting. Voting shall be by secret ballot.

#### 5.1.3 Termination of the Pastorate

Three months' notice shall be given by the church or the pastor before the pastorate is terminated unless another period is negotiated between the parties. Any resolution to terminate the pastorate shall require a vote of at least 50% of partners present by secret ballot at a properly constituted special partners' meeting called for that purpose. While it is acknowledged that the Lead Pastor, and any person appointed under Section 5.3 - is not an employee, the church partnership shall ensure that the pastor is treated with fairness and dignity upon the conclusion of the pastorate. Any dispute or difference arising out of the conclusion of the pastorate must be referred to an independent party for resolution by way of mediation or such alternative dispute resolution process that is agreed as being appropriate. In the event it is not possible to reach agreement as to the identity of the independent party, a senior staff member of the Baptist Union shall appoint such an independent person.

#### 5.1.4 Nature of the Relationship

Unless the parties agree in writing to the contrary, the relationship between the church and the Lead Pastor (and any Staff appointed under section 5.3.3 Terms of Call) will not be an employment relationship, but a relationship of spiritual service, and is not intended to create a legal relationship.

### 5.2 Elders

#### 5:2:1 Responsibilities

The Elders, along with the Lead Pastor, are responsible for the governance and direction of the church, seeking to bring into reality the vision and mission of the church. The Elders can set and change policies for church life from time to time. These policies will be available to all Partners in a separate document.

#### 5:2:2 Appointment Process:

Recommendation: Names of possible Elders are to be recommended in writing by anyone in the church to the whole leadership team (Elders and Ministry Leaders as set out in 3.2).

An Elder must be a Partner.

Discernment: The leadership team shall go through a discernment process when considering each of the persons recommended. This process shall consider character (1

Timothy 3:1-7), skills, and calling. The discernment process will also involve discussion with the candidate. At least 75% of the leadership team must be in agreement in order for any of the recommended persons' names to be brought before a church meeting for consideration for appointment as an Elder.

Approval: The names brought to the church meeting by the leadership team must be approved by not less than 75% of the partners present. Votes cast shall be by secret ballot.

5:2:3 Size of Eldership

The minimum number of elected Elders shall be four, and the maximum number of elected Elders shall be eight.

5:2:4 Term of Eldership

An Elder shall be appointed for a term of two years. At the end of each term an Elder may be re-appointed for another term. The same three step appointment process is to be followed (i.e. recommendation, discernment and approval). The Elder in question is excluded where appropriate from the discernment process.

5.2.5 Meetings

The Elders shall meet (where possible) at least monthly with the Lead Pastor.

### 5.3 Staff and Ministry Leaders

5.3.1 Ministry Areas

The Lead Pastor and Elders shall determine the key ministry areas of the church. These areas will be headed up by Ministry Leaders (unpaid or paid). These Ministry Leaders with the Lead Pastor will form the Ministry Leadership Team.

5.3.2 Ministry Leaders

Ministry Leaders will be appointed by the Lead Pastor and Elders, and approved at a church meeting. A Ministry Leader must be a Partner. Each Ministry Leader will be required to work according to the values and policies of the church and within the parameters of the budget allocated to that ministry. They will be given the authority to develop their ministry and will be accountable to the Lead Pastor for achieving the agreed outcomes. A Ministry Leader may appoint other church members to form a team to assist them in their ministry.

5.3.3 Terms of Call

Those Ministry Leaders and staff considered "Pastors" in the life of the church shall receive from the church a Letter of Call to their ministry position, subject to 6.1. A clear "Terms of Call" shall accompany the call to that person, together with the arrangements for the termination of the call.

5.3.4 Appointment of Staff

Providing provision for the appointment is included in the Church budget, appointments of staff members serving less than half time may be made by the Lead Pastor in consultation with the Elders. Any staff member who is not a Ministry Leader, but is employed for more than half time, must be approved at a church meeting.



## 6. GOVERNMENT OF THE CHURCH

- 6.1 There shall be an annual church Partners' meeting and such other partner meetings as may be called from time to time. The church financial year shall end on the 31 December. The annual meeting shall be within two months of this date and will approve the next budget.
- 6.2 The Elders may call any other church Partners' meeting as necessary. At least two Sundays notice is required for any church Partners meeting.
  - 6.2.1 The purpose of any church Partners' meeting shall be to seek to discover and confirm the mind of God on matters affecting the life and work of the church and its mission. The following are matters that must be decided by a partners' meeting:
    - 6.2.2 Calling of a Lead Pastor, and other staff (subject to 5:3:4).
    - 6.2.3 Appointment of Elders.
    - 6.2.4 Approval of the church budget.
    - 6.2.5 Purchase or development of land and property.
    - 6.2.6 Altering this church constitution.
- 6.3 Quorum. At least 20% of Partners shall be the quorum for any church Partners' meeting where binding decisions are to be made.
- 6.4 Any resolution must be passed by 50% of partners present at the meetings, except where otherwise specified.
- 6.5 Special Meetings: The Elders, on receipt of a request signed by at least 10% of the partners shall call a special meeting of the church partners within twenty one days of the request being received. Normal notice of the meeting shall be given.
- 6.6 National Leader: The National Leader of the Baptist Union of New Zealand may call a special church Partners' meeting by making announcements, or arranging for announcements to be made, on at least two Sundays prior to the meeting. The National Leader or nominee will chair such a meeting.
- 6.7 Chairperson: The Elders will appoint a chairperson for church meetings.
- 6.8 Attendance: Church partners and others of the congregation are able to attend church meetings, but only partners may vote. A secret ballot shall be held if requested by not less than 10% of the partners present at the meeting or if requested by the chairperson.

## 7 DECLARATION OF TRUST

- 7.1 Any land or any property including church buildings and manses shall be vested in the Baptist Union as Trustee, which shall hold them for and on behalf of the church; and shall deal with the property by consent and direction of the church in accordance with the Trusts declared in the Sixth Schedule to the “Baptist Union Incorporation Act 1923”.

## 8. ALTERATIONS TO THE CONSTITUTION

- 8.1 No alteration or addition to the constitution shall be made unless adopted by a majority of at least 75% of Partners present at a church meeting.
- 8.2 Unless the church agrees to forgo its charitable status and income tax exemption, no alterations shall be made to this constitution which would in any way detract from the exclusively charitable nature of the church.
- 8.3 Notice of proposed alterations or amendments to the constitution shall be given to the church at least four Sundays prior to the meeting.

## 9. NO PECUNIARY PROFIT FOR ANY INDIVIDUAL

- 9.1 No decision of the church or its leadership shall be made which would allow a partner or partners to receive any private pecuniary profit provided that:
- 9.1.1 A partner may receive reimbursement for all expenses properly incurred in connection with the affairs of the church;
  - 9.1.2 The church may pay reasonable and proper remuneration to any officer or employee of the church in return for services actually rendered to the church;
  - 9.1.3 Any member of the church may be paid for all usual professional business or trade charges for services rendered, time expended and all acts done by that partner or by any firm or entity of which the partner is a partner, employee or associate, in connection with the affairs of the church;
  - 9.1.4 Any partner may retain any remuneration properly payable to the partner by any company or undertaking with which the partner may in any way be concerned or involved for which the partner has acted in any capacity whatever notwithstanding that partner's connection with that company or undertaking is any way attributable to that partner's connection with the church.
  - 9.1.5 Nothing shall prevent the church from making payments to any individual (whether a partner or not) in fulfilling any of the purposes expressed in clause 2 (Aims and Functions) hereof.
- 9.2 Partners or leaders of the church, in determining all reimbursements, remuneration and charges payable in this clause, shall ensure that the restrictions imposed by the following clause are strictly observed:
- 9.3 Notwithstanding anything contained or implied in this constitution, no partner of the church or any person associated with a partner shall participate in or materially influence any decision made by the church in respect to the payment to or on behalf of that partner or associated person, of any income benefit or advantage whatsoever.

## 10. WINDING UP PROVISIONS

Subject to clauses 17, 18, and 19 of the Sixth Schedule to the Baptist Union Incorporation Act, if the Partners resolve at a properly constituted meeting of the church adopted by a majority of at least two thirds of the Partners present at such church meeting, that the church should be wound up, then the net proceeds arising from such winding up shall be applied with the prior approval of the Baptist Union of New Zealand to such charitable purposes within New Zealand as the Partners may determine or in default of such determination as may be determined by a Judge of the High Court of New Zealand on application by the Partners, and such proceeds must not be paid or distributed amongst the Partners of the church.

## APPENDIX 1 THE PARTNERSHIP PLEDGE:

Having committed myself to be a lifelong follower of Jesus and being in agreement with the Mission, Vision, and Beliefs of I.C.B.C.

I commit myself to:

- 1. Protect the unity of the Church**
  - by acting in love towards others
  - respecting the leaders of the Church
- 2. Share the responsibility of the Church**
  - by praying for its health and growth
  - reaching out to the un-churched
  - warmly welcoming all who visit
- 3. Serve the ministry of the Church**
  - by discovering and using my gifts and talents
  - serving according to my time and abilities
- 4. Support the testimony of the Church**
  - by attending regularly
  - living a God-honouring life
  - giving according to my resources

Ratified at AGM held **1 December 2021** by Church partners

Signed by the Elders:

Judith Crump \_\_\_\_\_

Keith Harrington \_\_\_\_\_

Andrew Lang \_\_\_\_\_

Nathan Nelson \_\_\_\_\_

Paul Redmond \_\_\_\_\_

Anjie Silva \_\_\_\_\_

Nicholas Truman \_\_\_\_\_

Leanne Walker \_\_\_\_\_

Debbie Veale \_\_\_\_\_