



Mercyview

BYLAWS

Table of Contents

ARTICLE I	NAME	4
ARTICLE II	MEMBERSHIP	4
Article 2.01	Requirements	4
Article 2.02	Responsibilities	4
Article 2.03	Removal	4
ARTICLE III	CHURCH DIRECTORS, OFFICERS, STAFF AND DEACONS	5
Article 3.01	Directors - Elders	5
Article 3.01.a	Definition	5
Article 3.01.b	Qualifications	5
Article 3.01.c	Powers	5
Article 3.01.d	Duties	5
Article 3.01.e	Selection and Term of Office	5
Article 3.01.f	Removal of elders	6
Article 3.01.g	Elder Meetings	6
Article 3.01.h	Definition of Consensus	6
Article 3.01.i	Definition of Lay Elders and Vocational Elders	6
Article 3.02	Officers	6
Article 3.02.a	Officer Structure	6
Article 3.02.b	Election	6
Article 3.02.c	Removal of Officers	7
Article 3.02.e	Duties	7
Article 3.02.e.1	Chairman	7
Article 3.02.e.2	Vice Chairman	7
Article 3.02.e.3	Secretary	7
Article 3.02.e.4	Treasurer	7
Article 3.03	Church Staff	7
Article 3.04	Deacons	7

Article 3.04.a	Number	7
Article 3.04.b	Qualifications and Definition	7
Article 3.04.c	Election Term	8
Article 3.04.d	Responsibility	8
Article 3.04.e	Vacancies	8
Article 3.04.f	Appointments and Confirmation	8
Article 3.04.g	Removal of Deacons	8
ARTICLE IV	ORDINATION AND LICENSING	8
ARTICLE V	CHURCH DISCIPLINE	8
ARTICLE VI	ANNUAL INDEPENDENT FINANCIAL AUDIT	8
ARTICLE VII	INDEMNIFICATION	9
Article 7.01	Powers of the Church	9
Article 7.01.a	Power to Indemnify and Hold Harmless	9
Article 7.01.b	Power to Pay Expenses in Advance of Final Disposition	9
Article 7.01.c	Power to Enter into Contracts	9
Article 7.01.d	Expansion of Powers	9
Article 7.01.e	Limitation of Powers	9
Article 7.02	Indemnification of Directors, Officers, Employees and Agents	9
Article 7.02.a	Directors	9
Article 7.02.b	Officers, Employees and Agents	10
Article 7.02.c	Character of Rights	10
Article 7.02.d	Rights Not Exclusive	10
Article 7.03	Insurance	10
Article 7.04	Survival of Benefits	10
Article 7.05	Severability	10
Article 7.06	Prohibition against Private Inurement	10
ARTICLE VIII	AMENDMENTS TO THE BYLAWS	10
Article 8.01	Notice Required and Voting Procedure	10
ARTICLE IX	ADMINISTRATIVE PROVISIONS	11

Article 9.01	Definitions	11
Article 9.02	Electronic Notice	11
Article 9.02.a	Consent to Electronic Notice	11
Article 9.02.b	Revocation of Consent to Electronic Notice	11
Article 9.03	Effective Date of Delivery	11
Article X	Statement on Marriage and Sexuality	11

ARTICLE I Name

The name of the corporation is **Mercyview Church Inc.** This corporate organism will be further referred to in this document as **Mercyview**.

ARTICLE II Membership

Article 2.01 Requirements

Partnership (what Mercyview calls membership) within Mercyview d/b/a Mercyview Church Inc. ("church") is first precipitated on one becoming a genuine follower of Jesus Christ through having responded by faith by the drawing of the Spirit to the message of the gospel and subsequently, having followed the Lord in obedience to his command to be baptized by immersion as a public profession of faith. In addition, thereto:

- Partners shall have completed all of the requirements of the partnership process as defined by the elders; and
- Partners shall have signed the current partnership covenant, thus committing themselves to the responsibilities therein assigned.

Article 2.02 Responsibilities

The responsibilities are outlined within the church's Partnership Covenant.

Partners have the responsibility and privilege to join God in the great work he is doing through Mercyview. This means that a partner's responsibility and privilege is to be active in serving his church and its community as they are given opportunity. Responsibilities and privileges of partnership will always be outlined by the elders in the partnership process.

The goal of this church is to conduct God's business in a manner that brings glory to God. When issues requiring a decision is brought to our partners, those in attendance will be called to prayer for unity and an accurate discernment of God's will. Mercyview elders will sincerely seek informed-affirmation of the decisions of the Mercyview elders items but partners will not vote on business items unless deemed necessary by the elders. If deemed necessary, the mode of voting will be determined by the elders (ex: by vocal acclamation, by hands raised, etc.). All efforts will be made to field as many questions and address any concerns specific to the following items:

- Nomination and appointment elders and deacons
- Discipline of elders and covenant partners
- Annual budget
- Acceptance of an amended or restated constitution or bylaws
- Indebtedness associated with the purchase of real estate
- Cumulative indebtedness for all other aspects of church business that exceeds twenty percent (20%) of the annual church operating budget
- The disposition of all or substantially all of the church's assets
- Merger or dissolution of the church
- Filling the preaching pastor vacancy
- Other actions the elders deem as major or extraordinary

Article 2.03 Removal

Members of the church will be removed from membership for reasons of:

- Death
- The member's request for removal

- A transfer request of membership to another church
- Open and willing refusal to sign the annual renewal covenant
- The elders' decision based upon the process of church discipline for the cause of unrepentant sin under the following conditions and recognitions:
 - The member's life and conduct is not in accordance with the partnership covenant in such a way that the partner hinders the influence and ministry of the church in the community as determined by the elder team.
 - Procedures for the dismissal of a partner are followed according to Matthew 18:15-17.
 - Partners are not guaranteed confidentiality regarding issues of church discipline and understand that in submitting themselves to the authority of the church, issues of sensitive or personal nature may become known to others. This includes, but is not limited to, notification of the authorities if a crime has been committed or if a real threat of someone being endangered exists (Romans 13:1-7), as well as other violations of Scripture that may not result in physical danger.

ARTICLE III Church Directors, Officers, Staff and Deacons

Article 3.01 Directors - Elders

Article 3.01.a Definition

The elders are entrusted with the governance of Mercyview. Their oversight includes, but is not limited to, teaching, protecting, leading, disciplining, equipping and caring for the corporate church body and her individual members as well as oversight of all ministry, operations and finances of the church. The elders are also responsible for being obedient to the Scripture in the doctrine of the church, establishing the overall vision of the church and appointing new elders or deacons. For more information on the church structure of Mercyview, please refer to the [Church Polity paper](#).

Article 3.01.b Qualifications

The minimum qualifications for elders shall not be less than those listed in I Timothy 3:1-7 and Titus 1:6-9. In addition to the minimum qualifications given in the Scriptures, elders must be male covenant partners, as described in Article 1, who fully subscribe to the Core Beliefs and are actively involved in ministry of the church. The elders may at any time create, alter, amend, repeal or restate the resolutions establishing additional qualifications outside of those listed in the above scriptures.

Article 3.01.c Powers

The oversight of the church's ministry, operations, and finances shall be vested in the elder body. The elders are designated as the directors of this corporation as the term is defined and used in the Oklahoma General Corporation Act. Subject to the provisions and limitations of the Oklahoma General Corporation Act, any limitations in the Articles of Incorporation, the Constitution or these Bylaws, all corporate powers shall be exercised by or under the direction of the elders.

Article 3.01.d Duties

The duties of the elders shall include, but not be limited to, leading the church to fulfill the purposes of the church. They are empowered to govern the ministries and business of the church subject to the limitations of law, the Oklahoma General Corporation Act, the Articles of Incorporation, the constitution or these bylaws. The elders shall supervise all employees of the church and may delegate to them any and all duties and responsibilities they deem reasonable, subject to the rights, if any, of a person under contract of employment.

The elders of the church shall seek consensus on the matters of (a) appointment of any elder; (b) doctrinal issues; (c) removal of an elder; (c) receiving partners, (d) removal of a partner and (e) other actions deemed major and extraordinary by the elders.

All items above will be communicated to the church at the discretion of the elders, except the appointment of any elder which shall be communicated not less than twenty-one (21) days before the elder vote. Comments received from the church will be considered on a case-by-case basis.

Article 3.01.e Selection and Term of Office

The elders shall have the sole authority to appoint new elders. A man shall be appointed as an elder by unanimous consensus of the elder body after he has been tested and proven to meet the qualifications stated herein.

The members of the church will be allowed to raise concerns, in accordance with Article 3.01.d herein, before any prospective elder is confirmed. However, confirmation of the elder will be at the final discretion of the elders. The elders may appoint a committee or group to vet qualified elder candidates to the elders. The elders may also receive recommendations for elder candidates from the partners but the elder body will, at their discretion, determine whether recommendations will be pursued.

Once a man is appointed to the elder body as an elder, as defined in Article 2.01.i., it is considered a lifetime appointment. If the elder body determines that an elder needs an extended sabbath for a season because of a legitimate need (e.g., illness, tragedy), then that elder can transition to being an inactive and non-voting elder for a set period of time as determined by the elder body.

To resign from the elder body, an elder must notify, in writing, all other members of the elder body. A vacancy on the elder body because of death, resignation, removal or any other cause shall be filled only in the manners prescribed in these bylaws. Such vacancies may be filled as they occur.

Article 3.01.f Removal of elders

Any elder may be removed from the office of elder for valid cause. Discipline of elders must be consistent with the standards set forth in Matthew 18:15-20 and I Timothy 5:17-19. The elder body will determine specific procedures for removal. These procedures may be altered, amended, repealed or restated by an elder resolution. The elders shall have the sole authority to remove another elder.

A written notice of proposed removal of any elder shall be given to such elder at least ten (10) days prior to the meeting at which an action to affect such removal is to be taken to ensure that the elder is given a reasonable opportunity to defend himself. The elder shall have the opportunity to answer the charges in the presence of his accusers, but shall not be present during the discussion and vote on his removal. Such removal shall take place only upon and after a consensus of the elders at such meeting. The elder under consideration for removal shall not have voting rights.

Article 3.01.g Elder Meetings

Regular meetings of the elders shall be held in a location that the elders deem from time to time.

Any meeting may be held by conference telephone or similar communication equipment, as long as all the elders participating in the meeting can hear one another. All such elders shall be deemed present at such meetings.

Article 3.01.h Definition of Consensus

Consensus is defined as 100% agreement among the elder body for decision-making.

Article 3.01.i Definition of Lay Elders and Vocational Elders

Lay elders are defined as those elders who are not in the employ of the church as a regular part-time or full-time staff member. Vocational elders are defined as those elders who are in the employ of the church as a regular part-time or full-time staff member.

Lay elders shall not receive compensation or salaries for their service. Vocational elders may receive reasonable compensation for fulfilling their vocational responsibilities as employees of the church. A vocational elder shall not determine his own personal salary or benefits or designate his personal housing allowance. A vocational elder's salary will be reviewed and determined by the church's stewardship team.

The elder board will maintain a simple majority of lay elders. If for any reason the simple majority changes, then the elders will begin the vetting process to restore the required composition.

Article 3.02 Officers

Article 3.02.a Officer Structure

Officers of the church shall be members of the elder body. The officers shall consist of a chairman, vice chairman, secretary, treasurer and such other officers as deemed necessary by the elders. In the event there are only three elders, one of the elders can fill more than one role, such as the secretary-treasurer.

Article 3.02.b Election

The officers of the church shall be elected by a passing vote of the elders, and shall serve terms of at least two (2) years. Officers may be re-elected.

Article 3.02.c Removal of Officers

Any officer may be removed from office for valid cause. A written notice of proposed removal of any officer shall be given to such officer by the secretary or by an elder appointed by the chairman at least ten (10) days prior to the meeting at which an action to affect such removal is to be taken to ensure that the officer is given a reasonable opportunity for defense. The officer shall have the opportunity to answer the charges in the presence of his or her accusers, but shall not be present during the discussion and vote on his or her removal. Removal of an officer requires a passing vote of the elders. The officer in question will not have voting rights.

Vacancies in the officers of the church by reason of death, resignation or otherwise, shall be filled by election of the elders as soon as is reasonably possible. Until such time, an elder may be appointed by the remaining elders to serve in such vacancy.

Article 3.02.d Duties

Article 3.02.d.1 Chairman

The chairman shall be filled by the staff elder of vision. He shall perform such duties as are incumbent on such officer, including making certain that all orders and resolutions of the elders are carried into effect. The chairman shall have oversight of the elder meetings as defined in Article 2.01.g. The chairman's duties shall include, but not be limited to: establishing meetings, setting the agenda, presiding over the meetings, etc.

Article 3.02.d.2 Vice Chairman

The vice chairman shall, in the absence of a duly appointed chairman, or in the event of the chairman's inability or refusal to act, perform the duties and exercise the powers of the chairman and shall perform other duties as the elders shall from time to time prescribe.

Article 3.02.d.3 Secretary

The secretary shall record or cause to be recorded in a minute book of the church minutes of all meetings of the elders and all votes taken at such meetings. He shall have charge of the official records and seal of the church, and he shall perform such other duties as are incident to the office of secretary and as may be assigned by the elders or the chairman, under whose supervision he shall be. The brief outline and notes of the minutes of all elder meetings are available upon request.

Article 3.02.d.4 Treasurer

The treasurer shall serve as the overseer of the financial operations of the church. Paid church staff members shall be accountable to the treasurer for the management of the financial aspects of the church. He shall perform such other duties and have other responsibilities as may be assigned to him from time to time by the elders.

Article 3.03 Church Staff

Paid church staff are hired at the initiation of the elders and are empowered by the elders for running the day-to-day operations of the church. The elders will reserve employment for men and women who believe and confess biblical convictions and act in accordance as such. Additionally, the church elders reserve the right to terminate at will the employment of any existing employee who fails to meet this general standard faith and practice. Although not required, as a courtesy, the elders commit to showing just cause for termination in writing as a means of discipleship for their brother or sister.

Article 3.04 Deacons

Article 3.04.a Number

The elders shall have the sole authority to appoint the number of deacons to meet the permanent and short-term needs of the church.

Article 3.04.b Qualifications and Definition

Deacons may be men or women, who meet the qualifications as specified in 1 Timothy 3:8-13.

Article 3.04.c Election Term

Once a man or woman is appointed as a deacon, as defined in Article 3.04.b., it is considered a lifetime appointment. If the elder body determines that a deacon needs an extended sabbath for a season because of a legitimate need (e.g., illness, tragedy), then that deacon can transition to being an inactive deacon for a set period of time as determined by the elder body.

Article 3.04.d Responsibility

The overall responsibility of the diaconate is to assist the elders in their service and equipping functions.

Article 3.04.e Vacancies

If a deacon is removed from service, either voluntarily or involuntarily, the appointment of a successor deacon is under the sole authority and discretion of the elders.

Article 3.04.f Appointments and Confirmation

The elders shall have the sole authority to appoint deacons. The elders shall communicate prospective deacons to the church no less than twenty-one (21) days prior to a time of final elder approval. Comments received from the church during this time will be considered on a case-by-case basis. Confirmation of deacons will be at the final discretion of the elders.

Article 3.04.g Removal of Deacons

Any deacon may be removed from office for valid cause. A written notice of proposed removal of any deacon shall be given to the secretary and chairman of the elders at least ten (10) days prior to the meeting at which an action to affect such removal is to be taken to ensure that the deacon is given a reasonable opportunity for defense. The deacon shall have the opportunity to answer the charges in the presence of his or her accusers, but shall not be present during the discussion and vote on his or her removal. Removal of a deacon requires a passing vote of the elders.

Vacancies in the deacons of the church by reason of death, resignation or otherwise, shall be filled by election of the elders at their discretion in accordance with Article 2.04.e

ARTICLE IV Ordination and Licensing

The Church will consider ordaining duly qualified pastoral, ministerial and executive staff positions as determined by the elders in accordance with the guidelines of Scripture. All ordained staff members are expected to assist in baptism, communion, prayer and other ministerial duties. Furthermore, ordained males are expected to be available to conduct premarital counseling, as well as officiate weddings and funerals.

The Church reserves the right to revoke ordination in cases such as moral failure or termination of employment. The decision to rescind or extend ordination shall be at the discretion of the elders.

The Church will consider licensing select individuals on a case-by-case basis for various aspects of ministry and mission. Licenses can be issued for a specific term or indefinite periods at the discretion of the elders. The Church also reserves the right to revoke a license at the discretion of the elders.

ARTICLE V Church Discipline

Discipline within the church will be enforced following the general outline of Matthew 18:15-17. View the church discipline guidelines within the [Church Polity paper](#).

ARTICLE VI Annual Independent Financial Audit

The church will engage an independent certified public accountant to conduct an annual audit, in accordance with auditing standards generally accepted in the United States of America, of the financial records of the church. The auditor will express an opinion on the financial statements presented in conformity with accounting principles generally accepted in the United States of America. These financial statements are to include, but not be limited to, a statement of financial condition, a statement of activity, a statement of cash flows and disclosures.

ARTICLE VII Indemnification

Article 7.01 Powers of the Church

Article 7.01.a Power to Indemnify and Hold Harmless

The church may indemnify and hold harmless to the full extent permitted by applicable law any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise.

Article 7.01.b Scope of Indemnification

The scope, terms, and rights of the various parties with relation to the indemnification provided by Article 7.01 shall be those set forth by Oklahoma Statute Title 18, Section 1031 (18 OK Stat § 18-1031), as amended from time to time, or of any successor statute. Said statute is incorporated into this Article VII by reference, as if fully set forth herein.

Article 7.02 Insurance

The church may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against liability under the provisions of Oklahoma Statute Title 18, Section 1031 (18 OK Stat § 18-1031).

Article 7.03 Survival of Benefits

Any repeal or modification of this article shall not adversely affect any right of any person existing at the time of such repeal or modification.

Article 7.04 Severability

If any provision of this article or any application thereof is determined by any court, tribunal, administrative agency or other competent supervisory authority, to be invalid, unenforceable or contrary to applicable law or public policy, the remainder of this article, or the application of such provision to persons or circumstances other than those as to which it is held invalid, unenforceable or contrary to applicable law, shall not be affected thereby and shall continue in full force and effect.

Article 7.05 Prohibition Against Private Inurement

In the event and to the extent any part or whole of this article is determined to be in violation of the United States Federal Income Tax laws with regard to prohibition against "private inurement" (as such term is understood in the context of United States exempt organization taxation rules) by a final non-appealable order of a court of competent jurisdiction or by any United States Internal Revenue Service action which the Church in its discretion determines not to challenge in a judicial forum, any such offending provision or if the whole of this article is determined as offending the prohibition against private inurement then the whole of this article shall be deemed ineffective so as to prevent any negative United States Federal Income Tax law consequences to the church or its tax-exempt status.

ARTICLE VIII Amendments to the Bylaws

Article 8.01 Notice Required and Voting Procedure

These bylaws or any provision contained herein may be altered, amended or repealed, and new bylaws may be adopted in accordance with the provisions of Article 2.01.d contained herein.

ARTICLE IX Administrative Provisions

Article 9.01 Definitions

“Deliver” means: (a) mailing; (b) transmission by facsimile equipment, for purposes of delivering a demand, consent, notice or waiver to the corporation or one of its directors or officers; (c) electronic transmission, in accordance with the director’s or officer’s consent, for purposes of delivering a demand, consent, notice or waiver to the corporation or one of its directors or officers.

“Electronic transmission” means an electronic communication (a) not directly involving the physical transfer of a record in a tangible medium and (b) that may be retained, retrieved and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by a sender and recipient.

“Execute,” “executes” or “executed” means (a) signed, with respect to a written record or (b) electronically transmitted along with sufficient information to determine the sender’s identity, with respect to an electronic transmission. “Record” means information inscribed on a tangible medium or contained in an electronic transmission.

“Tangible medium” means a writing, copy of a writing, facsimile or a physical reproduction, each on paper or on other tangible material.

ARTICLE 9.02 ELECTRONIC NOTICE

Article 9.02.a Consent to Electronic Notice

In order to consent to notice via electronic transmission, a director or officer must, in a record, designate in the consent the appropriate electronic format and the address or system to which notices may be electronically transmitted, for example, specify an e mail address to which such electronic transmission may be sent.

Article 9.02.b Revocation of Consent to Electronic Notice

A director or officer who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation to the corporation, in the form of a record (sent to the attention of the secretary). Additionally, the consent of any director or officer is revoked if the corporation is unable to electronically transmit two consecutive notices given by the corporation in accordance with the consent, and this inability becomes known to the secretary of the corporation or other person responsible for giving the notice. The inadvertent failure by the corporation to treat this inability as a revocation does not invalidate any meeting or other action.

Article 9.03 Effective Date of Delivery

If notice is mailed, it shall be deemed delivered when deposited in the mail properly addressed to the director or officer at his or her address as it appears on the records of the corporation with postage thereon prepaid. If the notice is by electronic transmission, it shall be deemed delivered when it is transmitted electronically in accordance with the consent of the director or officer. All other notice in tangible medium shall be deemed delivered upon receipt.

ARTICLE X Statement on Marriage and Sexuality

It is the biblical position that marriage involves the union of one man and one woman in permanent sacred fidelity. It is God alone who has ultimate authority to prescribe and describe the marital relationship (Genesis 2:24, Matthew 19:1-9, Mark 10:1-12). Furthermore, sexual intimacy is only properly exercised and pursued within the confines of this marital relationship. Sexual immorality, defined as any sexual activity outside of the boundaries of the sacred marital relationship between one man and one woman, is clearly and expressly prohibited by the Lord (Matthew 15:19, 1 Corinthians 6:9-11, 1 Thessalonians 4:3, Hebrews 13:4). In order to preserve the function and integrity of the church as the local body of Christ and to provide a biblical example to the church partners and the community, it is imperative that all persons employed by the church in any capacity or

united to the church in membership should abide by and agree to this article and conduct themselves accordingly. This, in part means, that all persons ordained in ministry that are employed by the church shall only participate in weddings and solemnize marriages between one man and one woman.

The church's statement on marriage and sexuality does not provide grounds for bigotry, bullying, or hate, as we fully believe that every person must be afforded compassion, love, kindness, respect, and dignity, regardless of his or her lifestyle. Hateful and harassing behavior or attitudes directed toward any individual are to be repudiated as sinful and are not in accordance with the Scriptures nor the doctrines of the church. The gospel provides redemption and restoration to all who confess and forsake their sin, seeking mercy and forgiveness through Jesus Christ (1 Corinthians 6:9-11, Ephesians 2:1-10, Titus 3:3-7). Partners, employees, volunteers, and attendees of the church wrestling with all manner of sexual temptation will find a church ready to point them to Jesus and join with them to fight for their obedience to Christ (Matthew 11:28-30, 1 Corinthians 10:13, Hebrews 2:17-18, Hebrews 4:14-16).

This article specifically gives the elders the right and authority to prohibit acts or omissions, including but not limited to (a) permitting any church assets or property, whether real property, personal property, intangible property, or any property or asset of any kind that is subject to the direction or control of the church, to be used in any manner that would be—or, in the sole determination of the elders, could be perceived by any person to be— inconsistent with this statement on marriage and sexuality; (b) permitting any church facilities to be used by any person, organization, corporation, or group that would or might use such facilities to convey, intentionally or by implication, what might be perceived as a favorable impression about any definition of marriage other than that contained in this article; and (c) . This statement shall not be subject to change through popular vote; referendum; prevailing opinion of members or the general public; influence of or interpretation by any government authority, agency, or official action; or legal developments on the local, state, or federal level.

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