Overview of the C&MA
Constitution, Bylaws, and Governing Structure

As a member church of the Christian and Missionary Alliance (C&MA), Woodinville Alliance is governed by the C&MA Constitution and the Woodinville Alliance Church (WAC) Bylaws. The Bylaws are governing rules which define the Governing Council, Membership and Church Discipline, Ordinances, and other matters of the church. These Bylaws are subordinate to the Constitution. In addition, the Governing Council has adopted a style of governance known as Policy Governance. The Governing Council wrote the Board Policies to:

- define the roles of the Council and Lead Pastor,
- establish rules by which the Governing Council writes and maintains policy,
- define the Scriptural culture the Council wishes to maintain,
- establish the broad Ministry “outcomes” and Lead Pastor Expectations which provide the basis of the work be delegated to the Lead Pastor in order to shape strategies, direction and focus for WAC.

It is the “outcomes” that determine how the Lead Pastor is to be held accountable for the work. The Board Policies are aligned with the Bylaws. The Governing Council is committed to lead through unity and the guidance of the Holy Spirit.

Summary of Changes to Bylaws

This overview will compare the current proposed bylaw, Woodinville Alliance Church Bylaw (pending approval – June 2016) with the Bylaws of Woodinville Alliance Church (approved 2014). The differences are reflected in the following four categories: NEW, Changed, Omitted & Merged.

NEW – NOT PREVIOUSLY INCLUDED IN BYLAW STRUCTURE

ARTICLE I: NAME – NEW: identifying Woodinville Alliance specifically

ARTICLE II: PURPOSE & MISSION – NEW: identifying & clarifying our Biblical perspective

ARTICLE III: RELATIONSHIP – NEW: identifying WAC with C&MA Organization & NW

ARTICLE IV: MEMBERSHIP (or its equivalent – some may call it partnership as it's a more active concept)
Section 2 Agreement to the following statement of faith: NEW: further clarification of the essentials of faith as a Member of WAC & C&MA

ARTICLE VIII: LEAD PASTOR AND OTHER CHURCH STAFF – NEW: Bylaws will now include the Board Policy Procedures used between GC & Lead Pastor under the Carver Model
Section 1 The SELECTION
Section 2 RESPONSIBILITIES
Section 3 DISMISSEALS
Section 4 STAFF
Section 5 MINISTRY TEAMS
Section 6 TREASURER
ARTICLE X: ADMINISTRATIVE PROVISIONS
Section 2 AUDITS – NEW – regarding specific timing

Section 3 AMENDMENTS – NEW – "Membership is notified of the text of the proposed amendments at least thirty days before the vote."

Section 4 TAX EXEMPT STATUS – NEW – regarding legal tax status

CHANGES

ARTICLE V: Annual Meeting (or Celebration),
Section 2 TIME AND DATE: “The schedule and purpose of the meeting shall be announced at least two weeks in advance” (proposed). Changed from 1 week in current Article IV, Section 3

ARTICLE VI: (GOVERNING BODY),
Section 3 Change: “No less than 6” has been changed to “no less than 5” GC members required. Was Article I, Section 3

OMITTED / DELETED

ARTICLE VII: NOMINATING COMMITTEE –
Section 2 is now omitted which addresses “Other Committees”. Proposed change expands Article VII, Section 1 into 4 sections.

ARTICLE IX: INDEMNITY PROVISIONS – Article VI, Section 1.1 – 1.5 are now reformatted here,
Section 2 “Indemnification of Directors, Officers, Employees and Agents” is deleted, but included in Indemnification per Section 1.a of proposed.

MERGED or Relocated (housekeeping and formatting changes only) – no significant language or intent changes

ARTICLE IV: MEMBERSHIP (or its equivalent – some may call it partnership as it's a more active concept)
Section 1 QUALIFICATION (Proposed) / Article II, Section 1 (Current) no change in verbiage

Section 2 Agreement to the following statement of faith: “Baptism and Communion” (Proposed) / Article V, Section 1 & 2 (Current)

Section 5 REMOVAL: Persons who are no longer active in the life of the church may be removed from the Membership list by action of the Governing Council. The Governing Council may dismiss persons from Membership if their conduct is not in accord with the Membership Covenant (appended) (Proposed) / Article II, Section 4 (Current)
ARTICLE V: Annual Meeting (or Celebration) (proposed) / Article IV (Current)

ARTICLE VI: (GOVERNING BODY) (proposed) / Article I (Current)
Section 4 QUALIFICATIONS paragraph form (proposed) / Article I, Section 4 items a – e (current)

Section 7 Items a-f have been incorporated in the current a – d sub-pointes, with the removal of item e – By-law Maintenance. Previous verbiage of “The Governing Council is responsible for developing the Church’s vision, values and policy expressed” is now stated in point “d”

Section 8 e. Lead Governing Council, when the Lead Pastor is incapacitated or the position is vacant. (proposed) / This was included in Article I, Section 8 d

Section 11 MEMBERSHIP & CHURCH DISCIPLINE / Article II (Current)

Section 12 Governing Council MEETINGS: The Governing Council shall meet no less than once each month or 12 times (proposed)/ Article II, Section 11 (Current)

ARTICLE X: ADMINISTRATIVE PROVISIONS (proposed) / VII (Current)
Section 1 FISCAL YEAR (Proposed) / Article VII, Section 2 (Current)
Woodinville Alliance Church Bylaws
(pending approval – June 12, 2016)

ARTICLE I: NAME

This church shall bear the corporate name of Woodinville Alliance Church, which has been organized exclusively for religious purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code. The Church maintains its principal office at 13940 NE 166th St., Woodinville, WA 98072. Changes to the corporate name can only occur by action of the Governing Council (see Article VI).

ARTICLE II: PURPOSE & MISSION

Woodinville Alliance Church exists to fulfill its Biblical mandate and purpose to glorify God by following Jesus Christ in authentic Christ-like community, for the good of our lost and needy neighborhood, region and world (Romans 12:1-2; Acts 2:42-47; Ephesians 4; Matthew 28; Acts 1:8).

ARTICLE III: RELATIONSHIP

Section 1 Woodinville Alliance Church is a church of the Christian & Missionary Alliance (C&MA) within the Alliance NW, and may draw upon the latter's resources as determined by the Lead Pastor and/or the Governing Council.

Section 2 REVERSION: Woodinville Alliance Church is connected with and subordinate to its parent religious organization, The Christian and Missionary Alliance, a Colorado nonprofit corporation, this church agrees to be subject to and abide by the terms and conditions of Article IV of the C&MA Constitution relating to the reversion of property of accredited churches.

Section 3 DELEGATES: Lay Delegate(s) may be appointed annually by the Governing Council to the C&MA General Council and the Alliance NW annual conference.

ARTICLE IV: MEMBERSHIP (or its equivalent – some may call it partnership as it's a more active concept)

Section 1 QUALIFICATION: Qualifications for Membership shall consist of: 1) Confession of faith in Jesus Christ and evidence of a life devoted to following Him (often times baptism is a prerequisite); Agreement with the stated mission, vision, and values of Woodinville Alliance Church, completion of the Membership process and a commitment to abide by the Membership Covenant (appended).

Section 2 Agreement to the following statement of faith:
We believe all people are created in God's image and are exceedingly valuable to Him. Central to the message of the Bible is that God loves people, and invites them to live in communion with Himself and community with each other. Genesis 1:26-27; John 3:16-17; Acts 2:42-47; Colossians 3

We believe there is only one God, creator of heaven and earth, who exists eternally as three persons; Father, Son and Holy Spirit, each fully God yet each personally distinct from the other. Genesis 1:1; Matthew 28:19-20; John 14:15-17

We believe Jesus Christ was born of the Virgin Mary, fully God and fully human, and lived a sinless human
life. He willingly took all of our sin(s) upon himself, died and rose again bodily, and is at the right hand of the Father as our advocate and mediator. Someday, He will return to fulfill the eternal plan of God. Matthew 1:22, 23; Isaiah 9:6; John 1:1-5, 14:1; 1 Corinthians 15:3-4; 1 Timothy 2:5; Hebrews 7:25

We believe apart from Jesus Christ, all people are spiritually lost and, because of sin, deserve the judgment of God. However, God gives salvation and eternal life to anyone who trusts in Jesus and in His sacrifice on his or her behalf. Salvation cannot be earned through personal goodness or human effort. It is a gift that must be received and is secured by humble repentance and faith in Jesus and His finished work on the cross. Romans 3:21-26; Romans 5:1-11; Ephesians 2:8-9

We believe the Holy Spirit convicts the world of sin and draws people to Christ. He also dwells within all followers of Jesus. He is available to empower them to lead Christ-like lives, and gives them spiritual gifts with which to serve the church and reach out to a lost and needy world. 2 Corinthians 3:17; John 16:7-13, 14:16-17; Acts 1:8; Ephesians 5:18

We believe all who follow Jesus are members of the body of Christ, the one true church universal. Spiritual unity is to be expressed among Christians by acceptance and love of one another across ethnic, cultural, socio-economic, national, generational, gender, and denominational lines. Ephesians 1:22-23, 4:15; Colossians 1:18, 3:11; Ephesians 3:17-19, 4:13-16

We believe death seals the eternal destiny of each person. At the final judgment, unbelievers will be separated from God into condemnation. Followers of Jesus will be received into God's loving presence and rewarded for their faithfulness to Him in this life. Matthew 25; 2 Thessalonians 1:6-9; 1 Corinthians 3:10-14

We believe the local church is a mosaic of believers who gather for worship, prayer, instruction, encouragement, mutual accountability, leadership development, and community. Through it, believers invest time, energy, spiritual gifts, and resources to fulfill the Great Commission. Baptism and Communion are practiced as key identifying symbols of Jesus’ death and resurrection. Acts 2:38, 42-47; Matthew 28:16-20; Romans 6; Hebrews 10:25; 2 Timothy 2:2; 1 Corinthians 11:23-36, 12:7; Acts 1:8

We believe the Bible is God's unique revelation to people. It is the inspired, infallible Word of God, and the supreme and final authority on all matters upon which it teaches. No other writings are vested with such divine authority. Matthew 5:18; 2 Timothy 3:16; 2 Peter 1:20-21; Psalm 119:105-106.

Section 3  
RESPONSIBILITY: The responsibilities of Membership are: To pursue a Christ-like life, to protect the unity of the church; to share in the responsibility of the Church through prayer, service and financial support; and to regularly participate in the life of the church.

Section 4  
APPROVAL: The Governing Council shall approve all applicants for Membership upon completion of the Membership process. Paid Pastoral Staff who are licensed for ministry in the Alliance NW and their spouse shall automatically be taken into Membership when hired, provided they meet the requirements and abide by the Membership Covenant.

Section 5  
REMOVAL: Persons who are no longer active in the life of the church may be removed from the Membership list by action of the Governing Council. The Governing Council may dismiss persons from Membership if their conduct is not in accord with the Membership Covenant (appended).

Section 6  
CONFLICT RESOLUTION: The Biblical procedure and principles for reconciliation apply in attempting to resolve all relational conflicts within the church. It is the responsibility of the believer to go promptly to another person when he/she has been offended, or when he/she has reason to believe that he/she may have done the

ARTICLE V: Annual Meeting (or Celebration)

Section 1 ANNUAL MEETING: There shall be an annual (Membership) Meeting, at which time the (Members) shall receive ministry reports around the mission/vision of the church, including reports of the treasurer, affirm Governing Council members presented by the nominating committee, and celebrate the work of Jesus through Woodinville Alliance Church. On general church matters, in which no legal questions are involved, it is understood that all (Members) in good standing and of 18 years of age and older are entitled to vote. This meeting constitutes the regular meeting of the corporation.

Section 2 TIME AND DATE: The Annual Meeting shall be held during the last fiscal quarter of the year, at a time and place to be fixed by the Governing Council. The schedule and purpose of the meeting shall be announced at least two weeks in advance, with notice given at weekend worship services. If, in the judgment of the Governing Council, the meeting cannot be held during the last fiscal quarter of the calendar year, it shall be held as close to that quarter as is feasible.

Section 3 SPECIAL MEETINGS: The Governing Council may call special meetings of the Membership. The purpose of such meetings shall be announced at least two weeks in advance, with notice given at weekend worship gatherings.

Section 4 RIGHTS: Every (member) shall have the right to vote:
   a. Affirm the recommendation of the Governing Council for calling a Lead Pastor.
   b. Affirm the recommendation of the Nominating Committee for calling Governing Council members.
   c. Amend Articles of Incorporation when necessary.
   d. Adopt, amend or repeal Bylaws.
   e. Adopt or amend any merger agreement.
   f. Approve the acquisition or improvement of real property that exceeds 10 percent of the annual budget.

Section 5 QUORUM: Those Members present and voting at a meeting duly called and announced shall constitute a quorum of the Membership for the transaction of business. Voting by proxy is not permitted. A two-thirds majority is required for passage of all business.

ARTICLE VI: (GOVERNING BODY)

Section 1 BOARD OF DIRECTORS/GOVERNING AUTHORITY: The Governing Council shall be considered the Board of Directors for the purposes of all laws of incorporation of the State of Washington. It shall exercise all other powers conferred by applicable laws. The Governing Council is the Governing Authority at Woodinville Alliance Church in conformity with C&MA Constitution, and shall be responsible for the affairs of the church between Annual Meetings.

Section 2 COMPOSITION: Members of the Governing Council shall include the Lead Pastor and non-paid Members of Woodinville Alliance Church who are recognized as gifted and qualified to lead and who are serving in a ministry of the church. The Governing Council will include a majority of Elders and may include other qualified men and women. One additional Member of the Pastoral Staff (paid or non-paid) may serve as a non-voting participant upon request by the Lead Pastor.
Section 3

NUMBER: The number of Governing Council members shall be no less than 5 and no more than 9. The Governing Council will determine the number of members needed and communicate that need to the Nominating Committee prior to the Annual Meeting.

Section 4

QUALIFICATIONS: Governing Council members shall satisfy the Scriptural standards for church leadership. Governing Council members shall have been member of Woodinville Alliance Church, in good standing, for at least one year prior to being placed on the Governing Council. All Governing Council members shall be actively serving in the broader ministry of Woodinville Alliance Church. Governing Council members shall personally affirm their qualification each year during a designated Governing Council meeting.

Section 5

Governing Council MEMBER REVIEW: At any time the Governing Council may review the service and/or life decisions of a Governing Council member to determine continued qualification and compatibility with the Vision, of Woodinville Alliance Church and his/her chemistry within the Governing Council. Discontinuance of the Governing Council member under review requires a unanimous decision of the other Governing Council members.

Section 6

TERM: The term of service shall be three years beginning on the first day of the month following a vote from the Membership. Governing Council members may serve a maximum of two consecutive terms. Thereafter, previous Governing Council members are eligible for reelection or reappointment in the case of a vacancy on the Governing Council.

Section 7

GOVERNANCE: The Governing Council is entrusted by the Membership with the governance of the Church. The Governing Council serves Woodinville Alliance Church as follows:

  a. Governing Council Culture: Addresses how the Council makes decisions and how each member is accountable to the others.
  b. (Governing Council)/Staff Relations: Specifies how the Council delegates ministry to the Lead Pastor and monitors the outcomes of the ministry.
  c. Lead Pastor Expectations: Specifies the Council's expectations for the Lead Pastor, the Council's means for evaluating the Lead Pastor against stated Ministry Outcomes, and the Governing Council standards and procedures for financial accountability.
  d. Ministry Outcomes: Given the biblical purposes for the local church the Governing Council champions the unique expression (or vision) of those purposes at Woodinville Alliance Church. This unique expression (or vision) is expressed in specific ministry outcomes annually. The ministry outcomes are accompanied by an annual budget that is approved by the Governing Council. It is the responsibility of the Governing Council to protect and insure ministry outcomes are being accomplished by the Lead Pastor through ministry leaders and staff.

Section 8

FACILITATOR: A Governing Council Facilitator may be appointed by the Lead Pastor from the Governing Council membership and confirmed by two-thirds of the Governing Council. The Governing Council Facilitator:

  a. Works in concert with the Lead Pastor to set agenda for the Governing Council Meetings.
  b. Convenes and facilitates Governing Council Meetings.
  c. Ensures that basic minutes of all membership meetings and Governing Council meetings are kept.
  d. Is the primary representative of Governing Council to the Alliance NW Superintendent when the Lead Pastor position is vacant.
  e. Lead Governing Council, when the Lead Pastor is incapacitated or the position is vacant.

Section 9

QUORUM: A quorum for the legal conduct of business shall be three quarters of current Governing Council membership.
Section 10 VACANCIES: The Governing Council may fill vacancies on the Governing Council as necessary by appointment until the next Annual Meeting. To complete an unexpired term thereafter, such interim Members must be recommended by the Nominating Committee and voted upon by the Membership at the next Annual Meeting.

Section 11 MEMBERSHIP & CHURCH DISCIPLINE: The Governing Council shall function as the Committee on Membership and shall have final responsibility for matters of discipline.

Section 12 Governing Council MEETINGS: The Governing Council shall meet no less than once each month or 12 times.

ARTICLE VII: NOMINATING COMMITTEE

Section 1 SELECTION: The Lead Pastor together with the Governing Council selects members to constitute the Nominating Committee.

Section 2 COMPOSITION: The Nominating Committee shall consist of 1) the Lead Pastor, 2) two Governing Council members elected by the Governing Council; and 3) two Members in good standing elected at the Annual Meeting.

Section 3 RESPONSIBILITIES: Nominees for the Governing Council shall be presented for vote or affirmation by the Membership at the next Annual Meeting/Celebration.

Section 4 VACANCIES: The Governing Council may by appointment fill vacancies that arise on the Nominating Committee.

ARTICLE VIII: LEAD PASTOR AND OTHER CHURCH STAFF

Section 1 The SELECTION: The Governing Council will give consideration to Lead Pastor candidates in consultation with the Superintendent of the Alliance NW. Potential candidates must be licensed or eligible to be licensed from the Alliance NW. The Governing Council shall be authorized to hire a Lead Pastor following the approval of the Superintendent and affirmation of the candidate by the (Membership) of the church.

Section 2 RESPONSIBILITY: The Governing Council shall hold the Lead Pastor responsible for providing leadership toward the fulfillment of the Biblical purposes and specific vision of Woodinville Alliance church. The Lead Pastor is responsible to the Governing Council for leading and giving oversight to the ministries of Woodinville Alliance Church, will be expected to uphold the Biblical requirements of his office as an Elder and will provide oversight and management of the church, staff, and care of its (Members) (Acts 14:2 20:28-32; Titus 1:5-9; 1 Timothy 3:1-7, 5:17; 1 Peter 5:1-4).

Section 3 DISMISSAL: The Ministry Council has authority, in consultation with the Alliance NW Superintendent, to dismiss a Lead Pastor if he should fail to perform his duties satisfactorily or act in a manner inconsistent with the Biblical requirements of an Elder.

Section 4 STAFF: The Lead Pastor is responsible for the hiring and dismissal of paid staff. The Lead Pastor or his designate is responsible to supervise, evaluate, and manage the activities of the paid and volunteer staff and ministry leaders of Woodinville Alliance Church.

Section 5 MINISTRY TEAMS: The responsibilities of trustees, deacons, deaconesses, elders and other ministries and offices prescribed by the C&MA Constitution or needed to achieve ministry outcomes will be performed by
ministry staff, leaders and teams ultimately accountable to the Lead Pastor or his designate, consistent with and for the purpose of fulfilling the mission, vision and purposes of Woodinville Alliance Church.

Section 6  TREASURER: A Financial Officer will be appointed by and accountable to the lead Pastor to ensure all monies of the church are handled according to Policy established by the Governing Council.

ARTICLE IX: INDEMNITY PROVISIONS

Section 1  POWER TO INDEMNIFY: The Corporation shall have the following powers:

a. The corporation may indemnify and hold harmless to the full extent permitted by applicable law each person who was or is made a party to or is threatened to be made party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or other proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (hereinafter a "Proceeding"), by reason of that fact that he or she is or was a director, officer, employee or agent of the corporation or, being or having been such a director, officer, employee or agent, he or she is or was serving at the request of the corporation as a director, officer, employee, agent, trustee, or in any other capacity of another corporation or of a Partnership, joint venture, trust or other enterprise, including service respect to employee benefit plans, whether the basis of such proceeding is alleged action or omission in an official capacity or in any other capacity while serving as a director, officer, employee, agent, trustee or in any other capacity, against all expense, liability and loss (including, without limitation attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually or reasonably incurred or suffered by such person in connection therewith. Such indemnification may continue as to a person who has ceased to be director, officer, employee or agent of the corporation and shall incur to the benefit of his or her heirs and personal representatives. Indemnification will be provided in cases where a director, officer, employee or agent successfully defends against a lawsuit arising from their status as a representative of the corporation.

b. Power to Pay Expenses in Advance of Final Disposition. The corporation may pay expenses incurred in defending any proceeding in advance of its final disposition (hereafter "Advancement of expenses"); provided, however that any advancement of expenses shall be made to or on behalf of a director, officer, employee or agent only upon delivery to the corporation of an undertaking, by or on behalf of such director, officer, employee or agent to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such director, officer, employee or agent is not entitled to be indemnified under this Article or otherwise, which undertaking may be unsecured and may be accepted without reference to financial ability to make repayment.

c. Power to Enter Into Contracts. The corporation may enter into contracts with any person who is or was a director, officer, employee and agent of the corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest in property of the corporation, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

d. Expansion of Powers. If the Washington Nonprofit Corporation Act is amended in the future to expand or increase the power of the corporation to indemnify, to pay expenses in advance of final disposition, to enter into contracts, or to expand or increase any similar or related power, then, without any further requirement of action by the shareholders or directors of this corporation, the powers described in the Article shall be expanded and increased to the fullest extent permitted by the Washington Nonprofit Corporation Act, as so amended.
e. Limitation of Powers. No indemnification shall be provided under this Article to any such person if the corporation is prohibited by the Washington Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnification. For example, no indemnification shall be provided to any person in respect of any proceeding, whether or not involving action in his or her official capacity, in which he or she shall have been finally adjudged to be liable on the basis of intentional misconduct or knowing violation of law by the person or if that the person personally received a benefit in money, property or services to which the person was not legally entitled.

ARTICLE X: ADMINISTRATIVE PROVISIONS

Section 1  FISCAL YEAR: The fiscal year shall be July 1, through June 30. The Governing Council approves an annual ministry budget that is tied to ministry outcomes, and holds the Lead Pastor accountable for prudent financial practices.

Section 2  AUDITS: As defined and directed by the Governing Council, financial records shall be examined at least annually.

Section 3  AMENDMENTS: Amendments to the Articles of Incorporation or to these By-Laws may be adopted by a two-thirds vote of the Membership present and voting at the Annual Meeting or at a legally called Special Meeting of the Membership, provided that the Membership is notified of the text of the proposed amendments at least thirty days before the vote. Minor revisions not affecting theology, ministry philosophy or overall structure of governance shall be made at the discretion of the Governing Council (e.g. rewording for clarification of ideas considered confusing, updating legal provisions, adding scriptural references) provided the Membership is notified at the next Annual Celebration.

Section 4  TAX EXEMPT STATUS: Woodinville Alliance Church shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code as presently constituted, (or the corresponding provision of any future United States Internal Revenue Law). The Lead Pastor in consultation with the Governing Council shall have ultimate authority over what is prohibited and what is allowable. Prohibited activities shall include but not be limited to endorsement of a specific candidate or party in a political election. Teaching, announcements and the presentation of information on political issues, such as but not limited to pending legislation shall be allowable subject to the approval of the Lead Pastor in consultation with the Governing Council.