

**Covenant Agreement / Bylaws**  
**For the Congregation of**  
**St. Paul Evangelical Lutheran Church**

**PREAMBLE**

We, baptized members of the Church of Christ, responding in faith to the call of the Holy Spirit through the Gospel, desiring to unite together to preach the Word, administer the sacraments, and carry out God's mission, do hereby adopt this covenant agreement with bylaws and solemnly pledge ourselves to be governed by its provisions and those of the 1982 Article of Incorporation. In the name of the Father and of the Son and of the Holy Spirit.

**Chapter 1**

**NAME AND INCORPORATION**

**CA1.01.** The name of this congregation shall be St. Paul Evangelical Lutheran Church of Pensacola, Inc. Also doing business as: St. Paul Lutheran Church and St. Paul Evangelical Lutheran Church.

**CA1.02.** For the purpose of this covenant agreement and the accompanying bylaws, the congregation of St. Paul Evangelical Lutheran Church of Pensacola, Inc. is hereinafter designated as "this congregation."

**CA1.11.** This congregation shall be incorporated under the laws of the State of Florida.

**Chapter 2**

**CONFESSION OF FAITH**

**CA2.01.** This congregation confesses the Triune God, Father, Son, and Holy Spirit.

**CA2.02.** This congregation confesses Jesus Christ as Lord and Savior and the Gospel as the power of God for the salvation of all who believe.

- a. Jesus Christ is the Word of God incarnate, through whom everything was made and through whose life, death, and resurrection God fashions a new creation.
- b. The proclamation of God's message to us as both Law and Gospel is the Word of God, revealing judgment and mercy through word and deed, beginning with the Word in creation, continuing in the history of Israel, and centering in all its fullness in the person and work of Jesus Christ.
- c. The canonical Scriptures of the Old and New Testaments are the written Word of God. Inspired by God's Spirit speaking through their authors, they record and announce God's revelation centering in Jesus Christ. Through them God's Spirit speaks to us to create and sustain Christian faith and fellowship for service in the world.

**CA2.03.** This congregation accepts the canonical Scriptures of the Old and New Testaments as the inspired Word of God and the authoritative source and norm of its proclamation, faith, and life.

**CA2.04.** This congregation accepts the Apostles', Nicene, and Athanasian Creeds as true declarations of the faith of this congregation.

**CA2.05.** This congregation accepts the Unaltered Augsburg Confession as a true witness to the Gospel, acknowledging as one with it in faith and doctrine all churches that likewise accept the teachings of the Unaltered Augsburg Confession.

**CA2.06.** This congregation accepts the other confessional writings in the Book of Concord, namely, the Apology of the Augsburg Confession, the Smalcald Articles and the Treatise, the Small Catechism, the Large Catechism, and the Formula of Concord, as further valid interpretations of the faith of the Church.

**CA2.07.** This congregation confesses the Gospel, recorded in the Holy Scriptures and confessed in the ecumenical creeds and Lutheran confessional writings, as the power of God to create and sustain the Church for God's mission in the world.

### **Chapter 3**

#### **NATURE OF THE CHURCH**

**CA3.01.** All power in the Church belongs to our Lord Jesus Christ, its head. All actions of this congregation are to be carried out under his rule and authority.

**CA3.02.** This Church confesses the one, holy, catholic, and apostolic Church and is resolved to serve Christian unity throughout the world.

**CA3.03.** This church exists both as an inclusive fellowship and as local congregations gathered for worship and Christian service. Congregations find their fulfillment in the universal community of the Church, and the universal Church exists in and through congregations. The North American Lutheran Church, therefore, derives its character and powers both from the sanction and representation of its congregations and from its inherent nature as an expression of the broader fellowship of the faithful. In length, it acknowledges itself to be in the historic continuity of the communion of saints; in breadth, it expresses the fellowship of believers and congregations in our day.

**CA3.04.** This church, inspired and led by the Holy Spirit, participates in The Lutheran Organizations as a global communion of churches, engaging in faithful witness to the gospel of Jesus Christ and in service for the sake of God's mission in the world.

**CA3.05.** The name North America Lutheran Church (NALC or "this Church") as used herein refers in general references to this whole church, including: congregations, mission districts, and the church organization.

### **Chapter 4**

#### **STATEMENT OF PURPOSE**

**CA4.01.** The Church is a people created by God in Christ, empowered by the Holy Spirit, called and sent to bear witness to God's creative, redeeming, and sanctifying activity in the world.

**CA4.02.** To participate in God's mission, this congregation as a part of the Church shall:

- a. Worship God in proclamation of the Word and administration of the sacraments and through lives of prayer, praise, thanksgiving, witness, and service.
- b. Proclaim God's saving Gospel of justification by grace for Christ's sake through faith alone, according to the apostolic witness in the Holy Scripture, preserving and transmitting the Gospel faithfully to future generations.
- c. Carry out Christ's Great Commission by reaching out to all people to bring them to faith in Christ with consistent understanding of the Triune God. Thus, the entire Holy Trinity, God the Father, Son and Holy Spirit, directs all people to Christ as the Book of Life, in whom they should seek the Father's eternal election.
- d. Serve in response to God's love to meet human needs, caring for the sick and the aged, advocating dignity and justice for all people, working for peace and reconciliation among the nations, and standing with the poor and powerless, and committing itself to their needs.
- e. Nurture its members in the Word of God, "That we may come to Christ, the Holy Spirit creates true faith through the hearing of the Word, as the Apostle testifies when he says, So faith comes from hearing God's Word (Rom. 1:17) when it is proclaimed purely and clearly". In faith members see daily life as the primary setting for the exercise of their Christian calling, and to use the gifts of the Spirit for their life together and for their calling in the world.
- f. Manifest the unity given to the people of God by living together in the love of Christ and by joining with other Christians in prayer and action to express and preserve the unity which the Spirit gives.

**CA4.03.** To fulfill these purposes, this congregation shall:

- a. Provide services of worship at which the Word of God is preached and the sacraments are administered.
- b. Provide pastoral care and assist all members to participate in this ministry.
- c. Challenge, equip, and support all members in carrying out their calling in their daily lives and in their congregation.
- d. Teach the Word of God.
- e. Witness to the reconciling Word of God in Christ, reaching out to all people.
- f. Respond to human need, build relationships for justice and peace, care for the sick and the suffering, and witness their Christian faith through words and actions.
- g. Motivate its members to provide financial support for the congregation's ministry and the ministry of other parts of the North American Lutheran Church.
- h. Foster and participate in Christian relationships with other congregations, the mission districts, and the church organization of the North American Lutheran Church.
- i. Foster and participate in ecumenical relationships consistent with NALC policy and the bylaws of this congregation.

**CA4.04.** This congregation shall develop an organizational structure to be described in the Covenant Agreement or Policies. The Congregation Council shall prepare descriptions of the responsibilities of each committee, task force, or other organizational group and shall review their actions.

**CA4.05.** This congregation shall, from time to time, adopt a mission statement which will provide specific direction for its programs.

## Chapter 5

### POWERS OF THE CONGREGATION

**CA5.01.** The powers of this congregation are those necessary to fulfill its purpose.

**CA5.02.** The powers of this congregation are vested in the Congregation Meeting called and conducted as provided in this covenant agreement and bylaws.

**CA5.03** Only such authority as is delegated to the Congregation Council or organizational units in this congregation's governing documents is recognized. All remaining authority is retained by the congregation. The congregation is authorized to:

- a. call a pastor as provided in Article 4 of the NALC Constitution;
- b. terminate the call of an ordained minister of Word and Sacrament as provided in this Covenant Agreement;
- c. call a minister of Word and Service;
- d. terminate the call of a minister of Word and Service in conformity with this churches Covenant Agreement
- e. adopt amendments to this covenant agreement, bylaws, and policies as provided in Chapter 16, amendments to the bylaws, as specified in Chapter 17, and continuing resolutions, as provided in Chapter 18;
- f. approve the annual budget;
- g. acquire real and personal property by gift, devise, purchase, or other lawful means;
- h. hold title to and use its property for any and all activities consistent with its purpose;
- i. sell, mortgage, lease, transfer, or otherwise dispose of its property by any lawful means;
- j. elect its Officers and Congregation Council and require the Officers, members of the congregation council, committees and ad-hoc committees to carry out their duties in accordance with this covenant agreement, bylaws, and continuing resolutions; and
- k. terminate its relationship with the North American Lutheran Church as provided in Chapter 6.

**CA5.04.** Delegates with voting privileges at the Convocation shall be the ordained ministers of the NALC and at least an equal number of laypersons. Each congregation of the NALC shall elect one lay delegate to the Convocation for every 750 baptized members, or fraction thereof, of such congregation. For purposes of determining the number of lay delegates that a congregation may elect, associate members (those holding primary membership in another congregation) shall not be counted. In the event that the total number of lay delegates elected pursuant to the preceding sentence is less than the total number of ordained ministers, the Executive Council shall apportion additional lay delegates based on the relative size of the congregations of the NALC. To the extent appropriate to maintain good order, and subject to any action by the Convocation, the Executive Council may adopt procedures relating to the timing of delegate selection and to verifying the credentials of all delegates. (See NALC Constitution Article 7 for more details)

**CA5.05.** Gifts and bequests intended to be in perpetuity shall be included in a mission and education endowment fund to be managed within the congregation's endowment funds program. The purpose for the mission and education endowment fund is to provide for mission work beyond the operational budget of the congregation and education opportunities for active/participating

members of the congregation. The endowment funds program will be managed by a congregational committee as described within the Endowment Fund Bylaw.

## Chapter 6

### CHURCH AFFILIATION

**CA6.01.** This congregation shall be an expression and witness to Christ through the North American Lutheran Church. This congregation is to witness Christ in the community and live within the tenants of the Lutheran faith. This congregation is subject to the discipline of the North American Lutheran Church under the NALC Constitution Article 14 “Discipline”.

**CA6.02.** This congregation accepts the Confession of Faith of the Lutheran Church and agrees to the Purposes of the North American Lutheran Church

**CA6.03.** This congregation acknowledges its relationship with the North American Lutheran Church in which:

- a. This congregation agrees to be responsible for its life as a Christian community, following the two greatest commandments of Jesus; first to love God and second to love the neighbor.
- b. This congregation pledges its financial support and participation in the life and mission of the North American Lutheran Church.
- c. This congregation agrees to call pastoral leadership as designated in the constitution of the North American Lutheran Church Article 4.
- d. This congregation agrees to consider ministers of Word and Service for call to other staff positions.
- e. This congregation agrees to share this covenant agreement, bylaws, and policies with the Executive Council of the North American Lutheran Church.

**CA6.04.** Affiliation with the North American Lutheran Church may be terminated as follows:

- a. This congregation takes action to dissolve.
- b. This congregation ceases to exist.
- c. This congregation is removed from membership in the North American Lutheran Church according to the procedures for discipline.
- d. This congregation follows the procedures outlined in CA6.05.

**CA6.05.** This congregation may terminate its relationship with the North American Lutheran Church by the following procedure:

- a. A resolution indicating the intent to terminate its relationship must be adopted at a legally called and conducted special meeting of this congregation by a two-thirds majority of the voting members present. Such meeting may be held no sooner than 30 days after written notice of the meeting is received by the General Secretary of the NALC.
- b. The secretary of this congregation shall submit a copy of the resolution to the General Secretary, attesting that the special meeting was legally called and conducted and certifying the outcome of the vote, and shall mail a copy of the resolution to voting members of this congregation. This notice shall be submitted within 10 days after the resolution has been adopted.

- c. The bishop of the NALC and the congregation may be in consultation during a waiting period not to exceed 90 days.
- d. If this congregation, after consultation, still seeks to terminate its relationship, such action will be taken with prayerful deliberation and love for each party.
- e. Notice of termination shall be forwarded by the General Secretary to the Bishop of the NALC in a report of termination.

## **Chapter 7**

### **PROPERTY OWNERSHIP and MEMBERSHIP**

- CA7.01.** The NALC is a member organization made up of congregations and ordained ministers. The Executive Council shall establish the processes for admission into membership and shall publish those processes in a form that is readily available to all ordained ministers and congregations of the NALC and to those interested in NALC membership. One of the requirements for membership shall be to subscribe in writing to the Constitution of the NALC. A congregation shall indicate its intention to join the NALC through the procedures specified by its own constitution, covenant agreement, and bylaws.
- CA7.02.** The NALC shall have no right to or interest in the property of any congregation unless the congregation has expressly conveyed such a right or interest to the NALC.
- CA7.03.** A congregation of the NALC may be a member of other Lutheran church bodies, provided that the confession of faith and practice of such congregation is compatible with the NALC's, as determined by the Executive Council. The Executive Council shall publish in a form that is readily available to all NALC ordained ministers and congregations the process that it will use and the standards that it will apply in executing this Section. (NALC Constitution Article 6)
- CA7.04.** A congregation of the NALC may only call ordained ministers and appoint commissioned lay leaders who are members of or are otherwise authorized by the NALC. (NALC Constitution Article 6)
- CA7.05.** Prior to the Convocation, the NALC shall calculate for each congregation a benevolence share of the proposed NALC annual budget based on congregational size and resources. (NALC Constitution Article 6)
- CA7.06.** A congregation may terminate its relationship with the NALC through the procedures specified by its own constitution, covenant agreement, and bylaws (NALC Constitution Article 6)
- CA7.07.** To hold office in the NALC or to serve as a delegate to any Convocation, an individual must hold associate or voting membership in an NALC congregation. (NALC Constitution Article 6)

## **Chapter 8**

### **MEMBERSHIP BYLAWS - FOR ST. PAUL LUTHERAN CHURCH**

- CA8.01.** Members of this congregation shall be those baptized persons on the roster/roll of this congregation at the time that this covenant agreement is adopted and those who are admitted thereafter and who have declared and maintain their membership in accordance with the provisions of this covenant agreement and its bylaws.

**CA8.01.01** Members of this congregation shall be those baptized persons on the roster/roll of this congregation upon approval and acceptance of this congregation.

**CA8.02.** Members shall be classified as follows:

- a. **Baptized** members are those persons who have been received by the Sacrament of Holy Baptism in this congregation, or, having been previously baptized in the name of the Triune God, have been received by certificate of transfer from other Lutheran congregations or by affirmation of faith.
- b. **Confirmed** members are baptized persons who have been confirmed in this congregation, those who have been received by adult baptism or by transfer as confirmed members from other Lutheran congregations, or baptized persons received by affirmation of faith.
- c. **Dual Roster:** A congregation of the NALC may be a member of other Lutheran church bodies, provided that the confession of faith and practice of such congregation is compatible with the NALC's. (Article 6 of NALC Constitution)
- d. **Voting** members are confirmed members. Such confirmed members, during the current or preceding calendar year, shall have communed in this congregation and shall have made a \$120.00 minimum contribution of record to this congregation's general fund. Members of this congregation who have satisfied these basic standards shall have the privilege of voice and vote at every regular and special meeting of the congregation as well as the other rights and privileges ascribed to voting members by the provisions of this covenant agreement and its bylaws.
- e. **Associate** members are persons holding membership in other Christian congregations who wish to retain such membership but desire to participate in the life and mission of this congregation. This covenant agreement will follow NALC Article 6 for dual membership. Associate members must also ascribe to the required membership criteria in CA8.02.C of this covenant agreement.
- f. **Seasonal** members are voting members of other Lutheran congregations who wish to retain such membership but desire to participate in the life and mission of this congregation, including exercising limited voting rights in this congregation. The Congregation Council may grant seasonal membership to such persons as provided in the NALC constitution.

**CA8.03.** All applications for confirmed membership shall be submitted by the Pastor to the Congregation Council for approval.

**CA8.04.** It shall be the privilege and duty of members of this congregation to:

- a. make regular use of the means of grace, both Word and Sacraments;
- b. live a Christian life in accordance with the Word of God and the teachings of the Lutheran church; and
- c. support the work of this congregation, the mission district, and the North American Lutheran Church through contributions of their time, abilities, and financial support as biblical stewards.

**CA8.05.** Membership in this congregation shall be terminated by any of the following:

- a. death;
- b. resignation;
- c. transfer or release;
- d. disciplinary action in accordance with Article 14 "Discipline" conveyed in the NALC constitution under and the accompanying bylaws; or

- e. removal from the roster/roll due to inactivity in accordance with the provisions of this covenant agreement and bylaws. Such persons who have been removed from the roster/roll of members shall remain persons for whom the Church prays for.

**CA8.05.01** Inactivity shall be defined as failure to commune **and** make a minimum recorded contribution of \$120.00 to the General Fund in the previous calendar year.

**CA8.05.02** An annual review of this congregation's membership roster/ role shall be conducted during the first quarter of each calendar year.

**CA8.05.03** Exempt from termination of membership (C8.05.) is for member care support.

- a. Confirmation students and young adult dependents are considered members with voting rights upon completion of confirmation. Membership for them is defined within the same provision of adult members in the constitution. Therefore, youth and young adult members in school up to age 24 or when they are no longer under the dependent status of parents will remain under the parent household with all privileges of membership.
- b. Member and spouse serving in the United States military will maintain their membership during their time of deployment. This includes; in country out of Pensacola area, overseas, sea duty and any other military deployment that might arise. Military families should inform the pastor of their desire to remain on the church roster in writing.
- c. Member with a family member going through crisis at home who provides continual care for their loved one(s) and has spoken with the pastor about the challenges of church attendance during this period of care, will maintain their membership.
- d. Member(s) who live in nursing care facilities or in their own home. When they lack the mobility to leave the facilities or their home. These members will be placed on the homebound list which identifies the need for member care, visitation and Holy Communion.

## **Chapter 9**

### **ROSTERED MINISTER**

**CA9.01.** Authority to call a pastor shall be in this congregation by at least a two-thirds vote of voting members present and voting at a meeting legally called for that purpose. Before a call is issued, the officers, or a committee elected by this congregation to recommend the call, shall seek the help of the Assistant to the Bishop of the NALC.

**CA9.02.** Candidates of Word and Sacrament approved for call by the North American Lutheran Church will be considered as a candidate for the roster of Ministers of Word and Sacrament. The Assistant to the Bishop of the NALC in conjunction with NALC constitution will review and recommend the candidate for the congregation.

**CA9.03.** Candidates consistent with the faith and practice of the North American Lutheran Church will be considered:

- a. Every minister of Word and Sacrament shall:
  - 1. Preach the Word;
  - 2. Administer the sacraments;
  - 3. Conduct public worship;
  - 4. Provide pastoral care;
  - 5. Seek out and encourage qualified persons to prepare for the ministry of the Gospel;

6. Impart knowledge of this church and its wider ministry through distribution of its communications and publications;
  7. Witness to the Kingdom of God in the community, in the nation, and abroad; and
  8. Speak publicly to the world in solidarity with the poor and oppressed, calling for justice and proclaiming God's love for the world.
- b. Each pastor with a congregational call shall, within the congregation:
1. Offer instruction, confirm, marry, visit the sick and distressed, and bury the dead;
  2. Relate to all schools and organizations of this congregation;
  3. Install regularly elected members of the Congregation Council

**CA9.04.** The specific duties of the pastor, compensation, and other matters pertaining to the service of the pastor shall be included in a letter of call, which shall be attested by the assistant to the bishop.

**CA9.05.** The provisions for termination of the mutual relationship between a minister of Word and Sacrament and this congregation shall be as follows:

- a. The call of this congregation, when accepted by a pastor, shall constitute a continuing mutual relationship and commitment which shall be terminated only by death or following the action set forth in the NALC Constitution for termination of call.
  1. Mutual agreement to terminate the call or the completion of a call for a specific term;
  2. resignation of the pastor, which shall become effective, unless otherwise agreed, no later than 30 days after the date on which it was submitted;
  3. inability to conduct the pastoral office effectively in the congregation in view of local conditions;
  4. physical disability, or mental incapacity of the pastor;
  5. Suspension of the pastor through discipline for more than three months;
  6. Resignation or removal of the pastor from the roster of Ministers of Word and Sacrament;
  7. Termination of the relationship between this church and the congregation;
  8. Dissolution of the congregation or the termination of a parish arrangement; or
  9. Suspension of the congregation through discipline for more than six months.
- b. When allegations of physical disability or mental incapacity of the pastor under paragraph (a.4) above, or ineffective conduct of the pastoral office under paragraph (a.3) above, have come to the attention of the bishop of NALC:
  1. The bishop in his or her sole discretion may investigate such conditions personally together with a committee of two rostered ministers and one layperson, or
  2. When such allegations have been brought to the bishop's attention by an official recital of allegations by the congregation council or by a petition signed by at least one-third of the voting members of the congregation, the bishop will investigate such conditions as set forth in the NALC constitution.

**CA9.06.** At a time of pastoral vacancy, an interim pastor *may* be appointed by the Assistant to the Bishop of the NALC with the consent of the Congregation Council.

**CA9.06.01** At the time of pastoral vacancy, the Congregation Council *may* request the Assistant to the Bishop of the NALC grant permission to contract with an approved ordained minister of Word and Sacrament for a specified time.

**CA9.07.** During the period of service, an interim pastor or contracted pastor shall have the rights and duties in the congregation of a regularly called pastor. The interim or contracted pastor or any rostered minister providing assistance shall refrain from exerting influence in the selection of a pastoral candidate. Unless previously agreed upon, an interim or contracted pastor is not available for a regular call to the congregation being served.

**CA9.08.** This congregation shall make satisfactory settlement of all financial obligations to a former pastor before calling a successor. A pastor shall make satisfactory settlement of all financial obligations to this congregation before beginning service in a call to another congregation, NALC position, or employment outside of the ministry of this congregation.

**CA9.09.** When a pastor is called to serve in company with another pastor or pastors, the privileges and responsibilities of each pastor shall be specified in documents to accompany the call and to be drafted in consultation involving the pastors, the Congregation Council, and the Assistant to the Bishop of the NALC. As occasion requires, the documents may be revised through a similar consultation.

**CA9.10.** The pastor of this congregation:

- a. shall keep accurate parochial records of all baptisms, confirmations, marriages, burials, communicants, members received, members dismissed, or members excluded from the congregation;
- b. shall submit a summary of such statistics annually to the NALC; and
- c. shall become a member of this congregation upon receipt and acceptance of the letter of call.

**CA9.11.** The parochial records of this congregation shall be maintained under the supervision of the pastor by the administrative office staff. The accuracy of the parochial records shall be the responsibility of the (lead) pastor and they shall remain the property of the congregation.

**CA9.12** Authority to call a minister of Word and Service shall be in this congregation by at least a two-thirds vote of voting members present and voting at a meeting legally called for that purpose. Before a call is issued, the officers, or a committee elected by [this congregation] [Congregation Council] to recommend the call, shall seek the advice and help of the Bishop's Assistant.

**CA9.13.** Candidates considered shall be consistent with the faith and practice of the North American Lutheran Church, every minister of Word and Service shall:

- a. Be rooted in the Word of God, for proclamation and service;
- b. Advocate a prophetic diakonia that commits itself to risk-taking and innovative service on the frontiers of the Church's outreach, giving particular attention to the suffering places in God's world;
- c. Speak publically to the world in solidarity with the poor and oppressed, calling for justice and proclaiming God's love for the world, witnessing to the realm of God in the community, the nation, and abroad;
- d. Equip the baptized for ministry in God's world that affirms the gifts of all people;
- e. Encourage mutual relationships that invite participation and accompaniment of other in God's mission;
- f. Practice stewardship that respects God's gift of time, talents and resources;
- g. Be grounded in a gathered community for ongoing diaconal formation;

- h. Share knowledge of the NALC and its wider ministry of the gospel and advocate for the work of all expressions of this church; and
- i. Identify and encourage qualified persons to prepare for the ministry of the Gospel.

**CA9.14.** The specific duties of the deacon, compensation, and other matters pertaining to the service of the deacon shall be included in a letter of call, which shall be submitted to the Assistant to the Bishop.

**CA9.15.** The provisions for termination of the mutual relationship between a minister of Word and Service and this congregation will follow the same process of the ordained minister found in **CA9.05**.

**CA9.16.** The deacon/deaconess shall make satisfactory settlement of all financial obligations to a former congregation before installation in another field of labor, and the issuance of a certificate of dismissal or transfer.

**CA9.17.** The deacon/deaconess shall become a member of this congregation upon receipt and acceptance of the letter of call.

**CA9.18.** The deacon/deaconess shall submit a report of his or her ministry to the senior pastor and the Assistant to the Bishop as part of the end of the year report of this congregation.

## **Chapter 10**

### **CONGREGATION MEETING**

**CA10.01.** The Annual Meeting of this congregation shall be held at a time specified in this covenant agreement and the congregation bylaws.

**CA10.01.01.** The Annual Meeting of this congregation to receive the preceding years annual report and other business of the congregation **shall be held on the third Sunday of February.**

**CA10.01.01a.** A congregation meeting will be held prior to the Season of Advent each year to adopt the budget for the upcoming year, to elect members as: Officers, Congregation Council, and other elected congregational representatives. The date and time of this congregation meeting shall be at the discretion of the Congregation Council.

**CA10.02.** A special Congregation Meeting may be called by the Pastor, the Congregation Council or the Congregation Council President, and shall be called by the president of the congregation upon the written request of 10 percent of the voting member's active in this congregation. The Congregation Council President shall call a special meeting upon request of an Officer of the NALC. The call for each special meeting shall specify the purpose for which it is to be held and no other business shall be transacted.

**CA10.03.** Notice of all meetings of this congregation shall be given at worship services on two consecutive Sundays and by mail or electronic means, as permitted by state law, to all voting members at least 10 days in advance of the date of the meeting.

**CA10.04.** 10 percent of the voting members shall constitute a quorum for all meetings.

**CA10.05.** Voting by proxy or by absentee ballot shall not be permitted.

**CA10.06.** All actions approved by this congregation shall be by majority vote of those voting members present and voting, except as otherwise provided in the congregation's covenant agreement, the constitution of the NALC or by state law.

**CA10.07.** *Robert's Rules of Order*, latest edition, will govern parliamentary procedure of all congregation meetings. However, the Congregation Council President reserves the right to relax the procedure if there is no objection from the congregation. Respect and Christian behavior shall be upheld at all congregation meetings of this congregation.

**CA10.07.01.** The Congregation Council meetings will be parliamentary in procedure but not directly linked as *Robert's Rules of Order*. The Congregation Council meeting structure will be set by the Congregation Council president.

## **Chapter 11**

### **OFFICERS**

**CA11.01.** The officers of this congregation shall be a president, vice president, secretary, and treasurer.

- a. The officers shall be elected by the congregation by written ballot and shall serve a three year term with a limit of two terms (C11.02.). Each year in the term shall begin on January 1<sup>st</sup> and end on December 31<sup>st</sup>.
- b. Duties of the officers shall be specified in the bylaws.
- c. The officers shall be voting members of the congregation.
- d. Officers of this congregation shall serve similar offices of the Congregation Council and shall be voting members of the Congregation Council.

**CA11.01.01.** The president shall preside at meetings of the Congregation Council.

**CA11.01.02.** The vice president shall assume the duties of the president in the event of the president's inability to serve.

**CA11.01.03.** The secretary shall keep accurate minutes of all meetings of the congregation and of the Congregation Council, which shall be preserved permanently in the congregation's archives.

**CA11.01.04.** The treasurer(s) shall receive reports of all assets received from all sources including the report of contributions from the financial secretary and disburse them on proper orders, making monthly remittance of mission support receipts to the North American Lutheran Church. The treasurer shall make a written report of all financial transactions to the Congregation Council on a monthly basis and to the congregation at its annual meeting.

**CA11.01.05.** Fidelity coverage for all financial officers of this congregation shall be provided by the insurance coverage of this congregation. The insurance coverage shall be reviewed by the Executive Committee on a yearly basis.

**CA11.02.** No officer on the Congregation Council shall hold more than one office at a time. The President, Vice President and Secretary shall not be eligible to serve more than two consecutive terms in the same office. The Treasurer's term of office shall be three years and may be reappointed as long as the person is willing to serve.

## Chapter 12

### CONGREGATION COUNCIL

**CA12.01.** The voting membership of the Congregation Council shall consist of the pastor(s), not more than 11 nor fewer than 7 members of the congregation. Any voting member of the congregation may be elected, subject only to the limitation on the length of continuous service permitted in that office. A member's place on the Congregation Council shall be declared vacant if the member a) ceases to be a voting member of this congregation or b) is absent from three consecutive regular meetings of the Congregation Council without cause. Consistent with the laws of the state in which this congregation is incorporated, the congregation may adopt procedures for the removal of a member of the Congregation Council in other circumstances.

**CA12.02.** The members of the Congregation Council except the pastor(s) shall be elected by written ballot to serve for 3 years. Such members shall be eligible to serve no more than two full terms consecutively. Their terms shall begin 1 January and end 31 December of the year for which elected. Newly elected Congregation Council members shall be installed at worship the second Sunday of January prior to their first Congregation Council meeting.

**CA12.03.** Should a member's place on the Congregation Council be declared vacant, the Congregation Council shall elect, by majority vote, a successor until the next congregational election meeting.

**CA12.04.** The Congregation Council shall have general oversight of the life and activities of this congregation, and in particular its worship life, to the end that everything be done in accordance with the Word of God and the faith and practice of the North American Lutheran Church. The duties of the Congregation Council shall include the following:

- a. To lead this congregation in stating its mission, to do long-range planning, to set goals and priorities, and to evaluate its activities in light of its mission and goals.
- b. To seek to involve all members of this congregation in worship, learning, witness, service, and support.
- c. To oversee and provide for the administration of this congregation to enable it to fulfill its functions and perform its mission.
- d. To maintain supportive relationships with the rostered minister(s) and staff and help them annually to evaluate the fulfillment of their calling or employment.
- e. To be examples individually and corporately of the style of life and ministry expected of all baptized persons.
- f. To promote a congregational climate of peace and goodwill, and, as differences and conflicts arise, to endeavor to foster mutual understanding.
- g. To arrange for pastoral service during the sickness or absence of the pastor.
- h. To emphasize partnership with Mission District and the NALC as well as cooperation with other congregations, both Lutheran and non-Lutheran, subject to established policies of the congregation and the NALC.
- i. To recommend and encourage the use of program resources produced or approved by the Lutheran Church.
- j. To seek out and encourage qualified persons to prepare for the ministry of the Gospel.

**CA12.05.** The Congregation Council shall be responsible for the financial and property matters of this congregation.

- a. The Congregation Council shall be the board of directors of this congregation, and as such shall be responsible for maintaining and protecting its property and managing its business and fiscal affairs. It shall have the powers and be subject to the obligations that pertain to such boards under the laws of the State of Florida, except as otherwise provided herein.
- b. The Congregation Council shall not have the authority to buy, sell, or encumber real property unless specifically authorized to do so by a meeting of the congregation.
- c. The Congregation Council may enter into contracts of up to \$ 10,000.00 for items not included in the budget.
- d. The Congregation Council shall prepare an annual budget for adoption by this congregation, shall supervise the expenditure of funds in accordance therewith following its adoption, and may incur obligations of more than five percent (5%) in excess of the anticipated receipts only after approval by a Congregation Meeting. The budget shall include this congregation's full indicated share in support of the wider ministry being carried on in partnership with the North American Lutheran Church.
- e. The Congregation Council shall ascertain that the financial affairs of this congregation are being conducted efficiently, giving particular attention to the prompt payment of all obligations and to the regular forwarding of benevolence monies to the synodical treasurer.
- f. The Congregation Council shall be responsible for this congregation's investments and its total insurance program.

**CA12.06.** The Congregation Council shall see that the provisions of this constitution, its bylaws and the continuing resolutions are carried out.

**CA12.07.** The Pastor and the Executive Committee shall provide for an annual review of the membership roster.

**CA12.08.** The Pastor and the Executive Committee shall be responsible for the employment and supervision of the staff of this congregation. Nothing in this provision shall be deemed to affect the congregation's responsibility for the call, terms of call, or termination of call of any employees who are on a roster of this church.

**CA12.09.** The Congregation Council shall submit a comprehensive report to this congregation at the Annual Meeting in February.

**CA12.10.** The Congregation Council shall normally meet once a month. Special meetings of the congregation council, may be called by the pastor or the president at the request of at least one-half of its members. Notice of each special congregation council meeting shall be given to all who are entitled to be present.

**CA12.11.** A quorum for the transaction of business shall consist of a majority of the members of the Congregation Council, including the pastor, *except* when the pastor requests or consents to be absent and has given prior approval to the agenda for a particular regular or special meeting, which shall be the only business considered at that meeting. Chronic or repeated absence of the pastor who has refused approval of the agenda of a subsequent regular or special meeting shall not preclude action by the Congregation Council, following consultation with the General Secretary of the NALC.

**CA12.12.** The Congregation Council and its committees may hold meetings by remote communication, including electronically and by telephone conference, and, to the extent permitted by state law, notice of all meetings may be provided electronically.

## **Chapter 13**

### **CONGREGATION COMMITTEES**

**CA13.** Congregation Council, Committees, Structure, and details of each position can be found in the Policy and Procedure book for St. Paul Lutheran Church.

**CA13.01.** The officers of this congregation and the pastor shall constitute the *Executive Committee*.

**CA13.01.01** The *Executive Committee* shall be authorized to act on behalf of the congregation council between council meetings, as the necessity arises.

**CA13.01.A01** The Executive Committee shall ensure that the Senior Pastor in conjunction with the Mutual Ministry Committee performs annual performance reviews of all paid staff members. The Executive Committee shall make recommendations to the Congregation Council concerning compensation, benefits, continuing education and working conditions.

In the absence of a Mutual Ministry Committee, the Executive Committee shall perform the functions of the Mutual Ministry Committee

**CA13.01.B01** The Executive Committee along with the Pastor shall be responsible for conducting the annual review of the membership roster, recommending to the Congregation Council removal of those individuals who no longer meet the requirements for membership.

**CA13.02.** A *Nominating Committee* of three voting members of this congregation shall be elected at the annual meeting for a term of three years. The terms will be staggered so that one new member is elected each year. Members of the Nominating Committee are not eligible for re-election.

**CA13.02.01** Should a member's place on the Nominating Committee be declared vacant, the Congregation Council shall elect, by majority vote, a successor until the next election.

**CA13.02.02** Duties of the Nominating Committee shall include the selection of candidates, to inform candidates of the open committee liaison descriptions and duties, preparation of a list of candidates, to be presented at the next congregational election meeting, including a letter from the financial secretary that the candidate meets the required member status for the vacancies on the Congregation Council, the nominating committee, audit committee, convocation delegates and Endowment Fund committee as required.

**CA13.03.** An *Audit Committee* of three voting members shall be elected by the Congregation Council. Audit Committee members shall not be members of the Congregation Council. Term of office shall be three years, with one member elected each year. Members shall be eligible for reelection.

**CA13.03.01** The Audit Committee shall:

- a. Examine, review, and report on all church accounts and records.
- b. Exercise supervision of and oversee the work of the audit if it is conducted by an outside auditor.

- c. Examine all insurance policies and prepare a schedule of the insurance coverage.
- d. Affirm that proof of liability insurance is on file for all businesses with which the congregation contracts for use of the church, preschool or grounds.
- e. Affirm that proof of liability insurance is on file for all organizations and individuals, other than non-profit music lessons, education or youth organizations, which have used the church, preschool or grounds.
- f. Affirm that the Congregation Council and Administrative staff have indemnity coverage through the current congregation insurance policies.
- g. Inspect and examine securities and investments of the congregation.
- h. Prepare a schedule of the securities and investments for review by the Executive Committee.
- i. Attend the Congregation Council meeting in March to provide a written report of Audit Committee findings to the Congregation Council with supporting schedules and recommendations for change and improvement if any.
- j. Verify the physical inventory as prepared by the Property committee including personal property descriptions and photos.

**CA13.04. *Mutual Ministry Committee(s)*** of five voting members of the congregation shall be appointed jointly by the council president and the rostered minister. Term of office shall be three years; members to be appointed each successive year; terms may be adjusted at the discretion of the pastor. One committee member shall be a member of and liaison to the Congregation Council.

**CA13.04.01** The Mutual Ministry Committee is responsible for affirming and strengthening the mutuality of the staff of St. Paul Lutheran Church, which includes Pastor(s), Music Staff, Minister of Word and Service, Parish Deacon, paid and volunteer office staff. They shall facilitate confidential mutual communication between congregation and staff to clarify expectations, including, but not limited to, providing an annual performance for each member of staff. The Mutual Ministry Committee will recommend to the Executive Committee the implementation of NALC policies for continuing education and vacation of rostered and salaried staff.

**CA13.05.** When a pastoral vacancy occurs; this congregation will follow the constitution of the NALC and this covenant agreement for the call process.

**CA13.06.** Other committees of this congregation may be formed, as the need arises, by decision of the Congregational Council. See bylaws for committees in the Policies and Procedures Manual.

**CA13.07.** Duties of committees of this congregation shall be specified in the bylaws and continuing resolutions.

## **Chapter 14**

### **ORGANIZATIONS WITHIN THE CONGREGATION**

**CA14.01.** All organizations within this congregation shall exist to aid it in ministering to the members of this congregation and to all persons who can be reached with the Gospel of Christ. As outgrowth and expressions of this congregation's life, the organizations are subject to its oversight and direction. This congregation, at its meetings, shall determine their policies, guide their activities, and receive reports concerning their membership, work, and finances.

## **CA14.02. Bylaw for: St. Paul Lutheran Preschool (SPLP)**

St. Paul Evangelical Lutheran Church of Pensacola, Inc., established a preschool on August 19, 1996. St. Paul Lutheran Church Preschool is a Christian preschool and shall operate under guidelines found in this covenant agreement, the congregation's policies and procedures, and in co-operation with this congregation. Therefore, St. Paul Lutheran Preschool is a ministry of the church and is governed by and accountable to the congregation of St. Paul Evangelical Lutheran Church of Pensacola, Inc. The ministry of loving all of God's children links the church and preschool with our Lord and Savior Jesus Christ.

### **CA14.02.01 St. Paul Lutheran Preschool Board (SPLP)**

The Preschool and childcare shall be named "St. Paul Lutheran Preschool," hereafter referred to as "SPLP". SPLP shall operate under the oversight of the SPLP Board.

SPLP Board shall be made up of no more than five and no fewer than three board members. Excluding the Director, each member of SPLP Board will be an active (regular attending) member of the church; one of whom shall be a member of the Congregation Council, and *when possible* one SPLP teacher that is an active (regular attending) member of the church, the Pastor(s), Director(s), and the Congregation Treasurer. A Secretary will be appointed to the SPLP Board but is not a member of the board and has no voice and no vote. The SPLP Board is accountable to the Congregation Council and shall report directly and regularly to it. *A regular attending member of St. Paul Lutheran Church shall be defined as: An individual who attends Sunday worship at least 50% of the year (26 times).*

Candidates for the SPLP Board shall be nominated by the Nominating Committee to the Congregation Council for appointment to a three-year term beginning each January 1. The terms shall be staggered in a manner that the two active (regular attending) board member terms will not expire at the same time. Active (regular attending) church members serving on SPLP Board, shall be eligible to serve two consecutive terms (6 years).

The purpose of the SPLP Board shall be to act as a liaison between the SPLP and the Congregation Council, interpreting the program to the Congregation and overseeing the operation of SPLP in accordance with its approved policies and procedures.

The Pastor(s) of the Congregation, the Congregation Treasurer, and the Director(s) of SPLP shall be voting members of the SPLP Board. The lead pastor of this congregation shall serve as Chairperson of the Board and work with the Director(s) of the SPLP to fulfill the mission and ministry of the Church as well as SPLP. The SPLP Board working with the Director(s), shall have oversight of the entire program; including hiring and supervising of the staff, administration of SPLP, approving tuition, fees, and schedules prior to any changes.

**CA14.03.** Special interest groups, other than those of the official organizations of the North American Lutheran Church, may be organized only after authorization has been given by the Congregation Council and specified in a continuing resolution.

## **Chapter 15**

## DISCIPLINE OF MEMBERS AND ADJUDICATION

- CA15.01.** Persistent and public denial of the Christian faith, willful or criminal conduct grossly unbecoming a member of the Church of Christ, continual and intentional interference with the ministry of the congregation, or willful and repeated harassment or defamation of member(s) of the congregation is sufficient cause for discipline of a member. Prior to disciplinary action, reconciliation and repentance will be attempted following Matthew 18:15-17, proceeding through these successive steps, as necessary: a) private counsel and admonition by the pastor, b) censure and admonition by the pastor in the presence of two or three witnesses, c) written referral of the matter by the Congregation Council to the NALC discipline committee.
- CA15.02.** The process for discipline of a member of the congregation shall be governed as prescribed by the chapter on discipline in the *NALC Constitution, Bylaws, and Continuing Resolutions*.

### Chapter 16

#### AMENDMENTS

- CA16.01.** Amendments to this covenant agreement may be proposed by 2/3 voting members or by the Congregation Council. Proposals must be filed in writing with the Congregation Council 60 days before formal consideration by this congregation at a regular or special Congregation Meeting called for that purpose. The Congregation Council shall notify the congregation's members of the proposal together with the council's recommendations at least 30 days in advance of the meeting. Notification may take place by mail or electronic means, as permitted by state law.
- CA16.02.** An amendment to this covenant agreement, proposed under CA16.01 shall:
- a. be approved at a legally called Congregation Meeting according to this covenant agreement by a majority vote of those voting members present and voting;
  - b. be ratified without change at the next annual meeting by a two-thirds vote of those voting members present and voting; and
  - c. have the effective date included in the resolution and noted in the this covenant document.
- CA16.03.** Any amendments to this covenant agreement that result from the processes provided in CA16.01. and CA16.02. shall be sent by the secretary of this congregation to the General Secretary of the NALC. The General Secretary will notify the congregation if this covenant agreement is consistent with the constitution of the NALC. The changes shall go into effect upon notification that the NALC has approved them.
- CA16.04.** This covenant agreement may be amended to bring any section into conformity with a section or sections, either required or not required, of the NALC constitution. Such amendments may be approved by a majority vote of those voting members present and voting at any legally called meeting of the congregation without presentation at a prior meeting of the congregation, provided that the Congregation Council has submitted by mail or electronic means, as permitted by state law, notice to the congregation of such an amendment or amendments, together with the council's recommendations, at least 30 days prior to the meeting. Following

the adoption of an amendment, the secretary of the congregation shall submit a copy to the General Secretary of the NALC.

## **Chapter 17**

### **BYLAWS**

**CA17.01.** This congregation may adopt bylaws. No bylaw may conflict with the NALC constitution.

**CA17.02.** Bylaws may be adopted or amended at any legally called meeting of this congregation with a quorum present by a two-thirds vote of those voting members present and voting.

**CA17.03.** Changes to the bylaws may be proposed by any voting member, provided that such additions or amendments to be submitted in writing to the Congregation Council at least 60 days before a regular or special Congregation Meeting called for that purpose. The Congregation Council shall notify this congregation's members of the proposal with the council's recommendation at least 30 days in advance of the Congregation Meeting. Notification may take place by mail or electronic means, as permitted by state law.

**CA17.04.** Approved changes to the bylaws shall be sent by the secretary of this congregation and to the General Secretary of the NALC.

## **Chapter 18**

### **CONTINUING RESOLUTIONS**

**CA18.01.** The congregation in a legally called meeting or the Congregation Council may enact continuing resolutions. Such continuing resolutions may not conflict with the covenant agreement or bylaws of this congregation.

**CA18.02.** Continuing resolutions shall be enacted or amended by a majority vote of a meeting of the congregation or a two-thirds vote of all voting members of the Congregation Council.

## **Chapter 19**

### **INDEMNIFICATION**

**CA19.01.** Consistent with the provisions of the laws under which this congregation is incorporated, this congregation may adopt provisions providing indemnification for each person who, by reason of the fact that such person is or was a Congregation Council member, officer, employee, agent, or other member of any committee of this congregation, was or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding.

**CA19.01.01.** This congregation under the laws of incorporation in the State of Florida adopt provisions in this covenant agreement to provide indemnification for each person who serves on the Congregation Council of St. Paul Evangelical Lutheran Church of Pensacola, Inc., the Officers of the Congregation, the paid and volunteer office staff, the Pastor, Parish Deacon, Preschool Director(s), youth minister(s), and preschool staff.

**CA19.01.02** It is the responsibility of the Congregation Council to ensure the insurance policies of this congregation provide indemnification insurance for the positions named in this document.